City Council Agenda

NOVEMBER 18, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
William DeHart, Jr. **Forrest White**
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*: Support of Assyrian and Iraqi Christians Suffering Persecution in Iraq
B. *Appointment*: Development Collaborative Advisory Committee
C. *Appointment:* Stanislaus County Local Task Force on Solid Waste (LTF)-Member/Alt. Member

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Board, Commission, and Committee Vacancies *(Weaver)*
2. Capital Projects and Building Activity *(Pitcock)*
3. Utility Billing Procedures *(Cooke)*

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. 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 10/2/14 in the amount of $543,563.51; Demands of 10/9/14 in the amount of $1,244,076.19; Demands of 10/16/14 in the amount of $739,108.77

B. *Motion*: Accepting Minutes of Regular Meeting of October 28, 2014

C. 1. *Motion*: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-035) with Bureau Veritas North America, Inc. of Sacramento, California, for plan check services, in an amount not to exceed $125,000

2. *Motion*: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-36) with 4Leaf, Inc. of Pleasanton, California, for plan check services, in an amount not to exceed $70,000

3. *Motion*: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-037) with Interwest Consulting Group of Sacramento, California, for plan check services, in an amount not to exceed $75,000

D. 1. *Motion*: Approving a professional services agreement in an amount not to exceed $27,522 with Omni-Means Ltd., of Roseville, California, for traffic count data collection services, associated with City Project No. 14-63, "Traffic Count Data Collection"

2. *Resolution*: Appropriating $31,650 to account number 217-50-511.43060_010 "Contract Services – Traffic Count Data Collection" from Fund 217 "Gas Tax – Section 2103 Reserves," associated with City Project No. 14-63, "Traffic Count Data Collection"

E. *Resolution*: Authorizing the City Manager to sign and execute all documents related to an application for grant funds from the San Joaquin Valley Air Pollution Control District, under the Public Benefit Grants Program, for the purchase of five (5) CNG-powered pickup trucks

F. *Motion*: Accepting the Capital Facility Fee Program report for Fiscal Year 2013/14

G. 1. *Motion*: Approving a purchase and sale agreement with Turlock Real Estate Investors 1, LLC, for the purchase of portions of the Property in Fee (78,812 square feet) and portions of the Property as right-of-way for street purposes (3,980 square feet) of land described as 2618 Fulkerth Road (APN Nos. 089-019-027, 089-019-028 & 089-019-029), for the Fulkerth Road/Hwy 99 Interchange Project, in the amount of $827,920 plus half of escrow closing costs, with a total cost not to exceed $830,000 and authorizing the City Manager to sign all necessary documents to complete the transaction

2. *Resolution*: Appropriating $830,000 to account number 305-40-440.51270 "Construction Projects" to be funded from Fund 305 (Transportation) unappropriated reserves for the purchase of portions of the Property in Fee (78,812 square feet) and portions of the Property as right-of-way for street purposes (3,980 square feet) of land described as 2618 Fulkerth Road (APN Nos. 089-019-027, 089-019-028 & 089-019-029), for the Fulkerth Road/Hwy 99 Interchange Project

H. *Motion*: Approving the agreement with Polydyne, Inc., of Riceboro, Georgia, for cationic emulsion polymer, for the Turlock Regional Water Quality Control Facility for a period of twelve (12) months, in an amount not to exceed $142,000

I. *Motion*: Approving Amendment No. 2 to the agreement between the City of Turlock and Applied Pest Management, Inc., to include Municipal Services' Harding Drain Pump Station and the Northwest Water Storage Tank, and the Turlock Public Safety Facility, for pest control services, increasing the annual contract amount to $4,965

J. *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 5, 2014

K. *Resolution*: Authorizing the City Manager to execute of the State of California Standard Agreement for Housing Related Parks Grant Program

L. *Resolution*: Appropriating $1,200 to account number 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance for New World Systems to refine converted data

M. 1. *Motion*: Approving the agreement with New World Systems for licensed standard software and implementation services of a third party applicant interface

2. *Resolution*: Appropriating $5,100 to account number 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for a third party interface for electronic applicant tracking

N. *Resolution*: Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Appropriation Limit for the City of Turlock for the Fiscal Year 2014/15

O. *Motion*: Rejecting Claim for Damages filed by Russell Stanley Avilla

6. FINAL READINGS: None

7. PUBLIC HEARINGS

Challenges in court to any of the items listed below, may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

A. ***Council will take action to continue this item to the January 13, 2015 City Council meeting.*** Request to repeal and replace Turlock Municipal Code Title 9, Zoning Ordinance, in its entirety. (*Stillo*)

Recommended Action:
Ordinance: Repealing and Replacing Turlock Municipal Code Title 9, Zoning Ordinance, in its entirety

B. ***Council will take action to continue this item to the January 27, 2015 City Council meeting.*** Request to establish a Trench Restoration Fund and Trench Restoration Fees in accordance with Turlock Municipal Code Title 7, Chapter 4, Article 2 and amend said Turlock Municipal Code. *(Pitcock)*

Recommended Action:
Resolution: Establishing a Trench Restoration Fund and Trench Restoration Fees in accordance with Turlock Municipal Code Title 7, Chapter 4, Article 2

Ordinance: Amending Turlock Municipal Code Title 7, Chapter 4, by adding Article 2 regarding Excavations

C. Request to adopt a Mitigated Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act (CEQA), amend the Land Use Diagram of the Turlock General Plan [GPA 2014-01 (East Tuolumne Master Plan Amendment)] and Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2014-01 (East Tuolumne Master Plan Amendment)], and Establish Conditions of Approval for Rezone 2014-01 (East Tuolumne Master Plan Amendment). (*Quintero*)

Recommended Action:
Motion: Adopting a Mitigated Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act (CEQA)

Resolution: Amending the Land Use Diagram of the Turlock General Plan [GPA 2014-01 (East Tuolumne Master Plan Amendment)]

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2014-01 (East Tuolumne Master Plan Amendment)]

Resolution: Establishing Conditions of Approval for Rezone 2014-01 (East Tuolumne Master Plan Amendment)

8. SCHEDULED MATTERS

A. Request to accept the Convention and Visitors Bureau (CVB) 2014 Budget. *(Pitt)*

***Recommended Action*:**
Motion: Accepting the Convention and Visitors Bureau (CVB) 2014 Budget

B. Request to approve Contract Change Order No. 2 in the amount of $210,255.15 (Fund 217) for City Project No. 12-45, "Monte Vista Avenue Rehabilitation" and appropriate the necessary funding required for the project. (*Pitcock*)

Recommended Action:
Motion: Approving Contract Change Order No. 2 in the amount of $210,255.15 (Fund 217) for City Project No. 12-45, "Monte Vista Avenue Rehabilitation"

Resolution: Appropriating $150,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from fund 217 "Gas Tax Fund" for City Project No. 12-45 "Monte Vista Avenue Rehabilitation," to complete the necessary funding required for the project

C. Request to approve the Memorandum of Understanding with the Stanislaus Economic Development and Workforce Alliance and the City of Turlock for the purpose of working together to implement a Countywide Economic Development Plan and Marketing Strategy. (*Pitt*)

Recommended Action:
Motion: Approving the Memorandum of Understanding with the Stanislaus Economic Development and Workforce Alliance and the City of Turlock for the purpose of working together to implement a Countywide Economic Development Plan and Marketing Strategy

D. Request to amend the City of Turlock Fiscal Year 2014/15 General and Non-General Fund Budgets**.** (*Wasden*)

***Recommended Action*:**
Resolution: Amending the City of Turlock Fiscal Year 2014/15 General and Non-General Fund Budgets

E. Request to approve a Lien Agreement for deferred payment of Capital Facility Fees between the City of Turlock and S & B Holdings (Owner of 1851 Lander Avenue, Turlock CA 95380). *(Pitcock)*

Recommended Action:
Motion: Approving a Lien Agreement for deferred payment of Capital Facility Fees between the City of Turlock and S & B Holdings (Owner of 1851 Lander Avenue, Turlock CA 95380)

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 Labor Negotiators*, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers

B. *Conference with Real Property Negotiators*, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."

Property: 147 & 153 South Broadway, Turlock, CA (APN No. 061-016-046-000)
Agency Negotiator: Roy W. Wasden
Negotiating Parties: Bonander Properties, Marilyn R. Bessey, Special Master
Under Negotiation: Price and terms of payment

C. *Conference with Legal Counsel – Anticipated Litigation*, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

Potential Cases: (1 case)

12. ADJOURNMENT

2A

IN SUPPORT OF
ASSYRIAN AND IRAQI CHRISTIANS
SUFFERING PERSECUTION IN IRAQ

WHEREAS, the Assyrian community is an integral part of the Turlock mosaic, concerning itself with preserving its heritage and the land of its forefathers, wanting peace and prosperity for that region; and

WHEREAS, the Assyrian community in Turlock, through its church, youth, cultural and philanthropic organizations has contributed in an extraordinary manner to all facets of life in our City, and most importantly, to the unique sense of community which exists in Turlock; and

WHEREAS, in the years following the Iraq War, Assyrians have enjoyed a period relatively free from oppression and religious persecution while consistently striving to ensure democracy and prosperity for all of the country's citizens; and

WHEREAS, any semblance of peace, prosperity and religious freedom restored throughout Iraq after the Iraq War was fleeting; and

WHEREAS, on June 9, 2014, Mosul, Iraq's second largest city and home to thousands of Assyrian and Iraqi Christians, fell captive to the Islamic State of Iraq and Syria (ISIS); and

WHEREAS, ISIS seized control of government offices, police stations and the airport, forcing approximately 500,000 Assyrians to flee their indigenous land; and

WHEREAS, all Assyrians remaining in ISIS-controlled parts of Iraq have been given three options; leaving their native land, converting to Islam, or death; and

WHEREAS, the violence has since intensified, and the barbaric, unspeakable acts of ISIS have driven out close to all of the Assyrian population from their country; and

WHEREAS, ISIS has destroyed numerous churches and Christian institutions throughout Iraq, with all church services in Mosul ceasing for the first time in sixteen hundred years; and

WHEREAS, Assyrians are now turn to neighboring lands seeking refuge from the genocide that is spreading like wildfire across Iraq; and

WHEREAS, demonstrations have taken place nationwide to raise awareness of this tragedy and to bring these atrocities to an end.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby acknowledge the Assyrian community in their desperate struggle for religious freedom and dignity during this crisis; and call upon all citizens to respect the rights and personal liberties of the Assyrian people to practice their faith without fear; and call for an end to the aggressive invasion, persecution and religious purging occurring at the hands of ISIS.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 18th day of November, 2014.

_____

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

2B

Development Collaborative Advisory Committee

6 Vacancies:

	Appoint to Term(s) Expiring:
3 terms expire on 6/30/16	6/30/16
3 terms expire on 6/30/17	6/30/17

5 Applicants:

Robert Fernandes (*requests reappointment to term expiring 6/30/17*)
Buster Lucas (*requests reappointment to term expiring 6/30/17*)
Jerry Powell (*requests reappointment to term expiring 6/30/17*)
Kyle Kirkes (*appoint to term expiring 6/30/16*)
Craig Pitau (*appoint to term expiring 6/30/16*)

DEVELOPMENT COLLABORATIVE ADVISORY COMMITTEE
(Nine Member, Three-Year Terms)
(Term Limit: 2 consecutive terms)

	Appointed	Reappointed	Term Expires
VACANT	---	---	6/30/16
VACANT	---	---	6/30/16
VACANT	---	---	6/30/16
Robert Fernandes *(6/30/14 appointment postponed)*	6/12/12	11/18/14	6/30/17
Jerry Powell *(6/30/14 appointment postponed)*	6/12/12	11/18/14	6/30/17
Buster Lucas *(6/30/14 appointment postponed)*	6/12/12	11/18/14	6/30/17
Sharon Silva	6/12/12	---	6/30/15
Alan Marchant	6/12/12	---	6/30/15
James Brenda	6/12/12	---	6/30/15

Kellie Weaver

From: Mike Pitcock
Sent: Friday, October 31, 2014 3:31 PM
To: Kellie Weaver
Subject: FW: DCAC Reappointment

Robert is in. I'm still working on 2 or 3 years.

Mike

From: Fernandes Construction Email From iPhone [mailto:robert@jfcinc.com]
Sent: Friday, October 31, 2014 3:28 PM
To: Mike Pitcock
Subject: Re: DCAC Reappointment

Mike I would be honored to serve if you'll have me REQUEST REAPPOINTMENT.

Robert Fernandes

Sent from my iPhone

On Oct 31, 2014, at 3:01 PM, Mike Pitcock <MPitcock@turlock.ca.us> wrote:

> All,
>
> I wanted to give you an update on the DCAC reappointments. I know Jerry and Buster have requested reappointment. I have an email into Robert to see if he want appointment.
>
> I do have one question. When we last talked about this, I stated that we have 2 year and 3 year terms. I faintly recalled that you all were inclined to take the 2 year terms. Is that correct? Or would you like the 3 year terms and give the new appointees the 2 year terms.
>
> Mike

JUL 3 0 2014

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

CITY OF TURLOCK INC. 1908

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: Buster Lucas

Address: _____ Zip Code: 95380

Telephone: Home: _____ Work: _____

Do you live within the City limits? No Are you registered to vote? yes

How long have you lived in Turlock? 62 years

Are you, or are you related to, a current City employee? No If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Electrical Contractor

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): 12

Employment Highlights: Owned ACME Electric 35 years

Prior Public Service, if any: Turlock Lions Club 34 years Director on Turlock Rule Fire Board 2 years DCAC 2 years

Present and past community activities and organizations: See Above

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Living in Turlock 62 years and Contracting Business for 35

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

7-26-14
Date

RECEIVED
JUL 28 2014
Office of the

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

CITY OF TURLOCK INC. 1908

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**

X **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: Jeremy Powell

Address: [redacted] Zip Code: [redacted]

Telephone: Home: [redacted] Work: [redacted]

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

How long have you lived in Turlock? 20 yrs

Are you, or are you related to, a current City employee? no If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Real Estate / Development / Construction

Business Address: [redacted] Zip Code: [redacted]

Education (highest school year complete, degrees, etc.): BS Business Admin with concentration in finance

Employment Highlights: Development & Construction of projects in Turlock and throughout N. CA

Prior Public Service, if any: Marine Corps

Present and past community activities and organizations: Salvation Army

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Ability on the committee, involvement in issues in the betterment of our community

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

7-22-14
Date

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

CITY OF TURLOCK INC. 1908

RECEIVED
JUL 2 2 2011
Office of the City Clerk

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**

X **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: Kule Kirkes

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 1972 - 1993 1998 - Present 37 yrs Total

Are you, or are you related to, a current City employee? NO If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Electrical Contractor

Business Address: _____ Zip Code: 95380

Education (highest school year complete, degrees, etc.): B.A. UC Davis ; A.A. MJC

Employment Highlights: Current: President Kir-Kel Electric Inc.

Past: AVP Wells Fargo Bank

Prior Public Service, if any: Intern to - Gray Davis Lieutenant Governor

Staff member Gray Davis Lieutenant Governor

Present and past community activities and organizations: Past President - Active 20-30 of Turlock ; Sunrise Rotary - member ; Turlock Chamber of Commerce Board of Directors ; Legacy Circle Team member ; Empire community pool refurbishment committee ; T-Ball coach ; Soccer Coach.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? As a local contractor I interact with the city's building dept. regularly ; I work with business owners and General Contractors that can provide Feed back on the building and development process in Turlock and other cities.

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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 7/22/14

JUL 1 2014

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

CITY OF TURLOCK INC 1908

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**

_X_ **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: CRAIG PITAU

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? BORN AND RAISED 55 YRS

Are you, or are you related to, a current City employee? NO If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: OWNER/CEO THORSENS PLUMBING HEAT & AIR INC

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): Bachelor of Science

Business Administration: Concentration Management

Employment Highlights: Sole owner Thorsen's Incorporated

Prior Public Service, if any: N/A

Present and past community activities and organizations: N/A

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

I am interested in the economic development of Turlock. I have a 4-year degree from CSU Sacramento, I was born and raised in Turlock/Denair, I am a local business owner and I want to serve.

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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

Craig Pitan
Signature

7-1-14
Date

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 18, 2014

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
Development Collaborative Advisory Committee	06/30/13	1
Planning Commission	12/31/14	2
Planning Commission Alternate Member	3/31/15	2
Parks, Arts & Recreation Commission	12/31/14	3

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, 2013 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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 10/2/14 IN THE AMOUNT OF $543,563.51; DEMANDS OF 10/9/14 IN THE AMOUNT OF $1,244,076.19; DEMANDS OF 10/16/14 IN THE AMOUNT OF $739,108.77	**RESOLUTION NO. 2014-**

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:
10/2/14	$543,563.51
10/9/14	$1,244,076.19
10/16/14	$739,108.77

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, 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: 9/26/2014 - To Payment Date: 10/2/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
99485	09/30/2014	Open			Accounts Payable	FEDERAL EXPRESS	$751.41		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$475.04		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			$52.87		
	255 - CDBG			255.11000 (Cash)			$22.38		
	405 - Building			405.11000 (Cash)			$27.52		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$124.93		
	420 - WATER			420.11000 (Cash)			$23.07		
	502 - Engineering			502.11000 (Cash)			$25.60		
99486	09/30/2014	Open			Accounts Payable	MORGAN, ELIZABETH, A	$212.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$106.00		
	420 - WATER			420.11000 (Cash)			$106.00		
99487	10/01/2014	Open			Utility Management Refund	AMARAL, LISA	$42.90		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$42.90		
99488	10/01/2014	Open			Utility Management Refund	CORDELL, TONI	$35.42		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$35.42		
99489	10/01/2014	Open			Utility Management Refund	FRANCO, VICENTE	$38.66		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$38.66		
99490	10/01/2014	Open			Utility Management Refund	HALL, KELLY, CORRINE	$82.57		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$25.00		
	420 - WATER			420.11000 (Cash)			$57.57		
99491	10/01/2014	Open			Utility Management Refund	MILLARD, BRADLEY	$27.43		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$27.43		
99492	10/01/2014	Open			Utility Management Refund	NGUYEN, PHI	$73.27		

City of Turlock

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From Payment Date: 9/26/2014 - To Payment Date: 10/2/2014

	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$73.27	
99493	10/01/2014	Open		Utility Management Refund	PARKSIDE MANAGEMENT		$67.86
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$67.86	
99494	10/01/2014	Open		Utility Management Refund	RUAN TRANSPORT CORP		$78.85
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$78.85	
99495	10/01/2014	Open		Utility Management Refund	SCHOEFFLING, ALEXANDRA, L		$63.63
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$25.00	
	420 - WATER		420.11000 (Cash)			$38.63	
99496	10/01/2014	Open		Utility Management Refund	SEQUOIA PROPERTY MANAGEMENT		$8.34
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$8.34	
99497	10/01/2014	Open		Utility Management Refund	SPYCHER, WALLY		$81.41
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$81.41	
99498	10/02/2014	Open		Accounts Payable	A & A PORTABLES INC		$516.87
	Paying Fund		Cash Account			Amount	
	301 - Capital Improvements		301.11000 (Cash)			$516.87	
99499	10/02/2014	Open		Accounts Payable	ABS DIRECT INC		$5,300.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$5,300.00	
99500	10/02/2014	Open		Accounts Payable	AIRGAS NCN		$742.41
	Paying Fund		Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$742.41	
99501	10/02/2014	Open		Accounts Payable	APPLIED INDUST TECH		$5,361.29
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$36.88	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$5,324.41	
99502	10/02/2014	Open		Accounts Payable	ARMOR FIRE EXTINGUISHER		$62.53
	Paying Fund		Cash Account			Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)			$62.53	

City of Turlock

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99503	10/02/2014	Open	Accounts Payable	AT&T INFO SYSTEM	$359.68
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$359.68	
99504	10/02/2014	Open	Accounts Payable	BADGER METER INC	$11,906.75
	Paying Fund		Cash Account	Amount	
	420 - WATER		420.11000 (Cash)	$11,906.75	
99505	10/02/2014	Open	Accounts Payable	BROWNS DIESEL INC	$20,377.68
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$20,377.68	
99506	10/02/2014	Open	Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION INC	$125.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$125.00	
99507	10/02/2014	Open	Accounts Payable	CANTERBURY INTERNATIONAL	$1,010.00
	Paying Fund		Cash Account	Amount	
	426 - Transit - Fixed Route		426.11000 (Cash)	$1,010.00	
99508	10/02/2014	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	$4,197.38
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$4,197.38	
99509	10/02/2014	Open	Accounts Payable	CHAMPION INDUSTRIAL	$829.32
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$829.32	
99510	10/02/2014	Open	Accounts Payable	CHARTER COMMUNICATIONS	$247.77
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$247.77	
99511	10/02/2014	Open	Accounts Payable	CITY OF OAKDALE	$50,000.00
	Paying Fund		Cash Account	Amount	
	256 - Stanislaus Housing Consortia		256.11000 (Cash)	$50,000.00	
99512	10/02/2014	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	$56,874.51
	Paying Fund		Cash Account	Amount	
	511 - Health Care		511.11000 (Cash)	$56,874.51	
99513	10/02/2014	Open	Accounts Payable	COUNTRY FORD TRUCKS INC	$441.08
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$79.20	
	217 - Streets - Gas Tax		217.11000 (Cash)	$1.67	
	255 - CDBG		255.11000 (Cash)	$48.17	
	405 - Building		405.11000 (Cash)	$258.86	

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3.34
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$1.67
	502 - Engineering	502.11000 (Cash)			$48.17
99514	10/02/2014 Open		Accounts Payable	CYCLE SPECIALTIES INC	$745.56
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$745.56
99515	10/02/2014 Open		Accounts Payable	DELTA WIRELESS & NETWORK	$31,419.00
	Paying Fund	Cash Account			Amount
	116 - Special Public Safety	116.11000 (Cash)			$31,419.00
99516	10/02/2014 Open		Accounts Payable	GOLD COAST ARMORY LLC	$13,130.62
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$13,130.62
99517	10/02/2014 Open		Accounts Payable	GREATER SAN JOAQ ASA METR	$3,546.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$3,546.00
99518	10/02/2014 Open		Accounts Payable	HAWORTH INC	$4,674.73
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$4,674.73
99519	10/02/2014 Open		Accounts Payable	HENSLEY'S PAVING & ENGR	$2,657.98
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$2,657.98
99520	10/02/2014 Open		Accounts Payable	HILMAR READY MIX	$277.14
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$69.96
	420 - WATER	420.11000 (Cash)			$207.18
99521	10/02/2014 Open		Accounts Payable	HONDA KAWASAKI OF MODESTO	$136.86
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$136.86
99522	10/02/2014 Open		Accounts Payable	HUNTINGTON COURT REPORTER	$2,857.44
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,857.44
99523	10/02/2014 Open		Accounts Payable	JCS PROPERTIES LLC	$1,414.07
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$1,414.07
99524	10/02/2014 Open		Accounts Payable	KLEINFELDER INC	$11,000.25
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$9,478.25

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	217 - Streets - Gas Tax	217.11000 (Cash)			$1,072.00	
	305 - Capital Facility Fees	305.11000 (Cash)			$450.00	
99525	10/02/2014 Open		Accounts Payable	LEHIGH HANSON INC		$448.65
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$448.65	
99526	10/02/2014 Open		Accounts Payable	LINCOLN EQUIPMENT INC		$592.29
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$592.29	
99527	10/02/2014 Open		Accounts Payable	MAGIC SANDS MOBILE HOME PARK		$281.07
	Paying Fund	Cash Account			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$281.07	
99528	10/02/2014 Open		Accounts Payable	MARKO CONSTRUCTION GROUP, INC		$5,926.46
	Paying Fund	Cash Account			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$5,926.46	
99529	10/02/2014 Open		Accounts Payable	MICROBIZ SECURITY COMPANY		$2,596.60
	Paying Fund	Cash Account			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$2,596.60	
99530	10/02/2014 Open		Accounts Payable	MIWALL CORPORATION		$17,220.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$17,220.00	
99531	10/02/2014 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC		$225.11
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$225.11	
99532	10/02/2014 Open		Accounts Payable	MULBERRY MOBILE PARK		$167.73
	Paying Fund	Cash Account			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$167.73	
99533	10/02/2014 Open		Accounts Payable	MYERS POWER PRODUCTS INC		$375.00
	Paying Fund	Cash Account			Amount	
	216 - Streets - Local Transportation	216.11000 (Cash)			$375.00	
99534	10/02/2014 Open		Accounts Payable	NAPA AUTO PARTS		$243.46
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$29.91	
	205 - Sports Facilities	205.11000 (Cash)			$4.92	
	217 - Streets - Gas Tax	217.11000 (Cash)			$2.46	
	246 - Landscape Assessment	246.11000 (Cash)			$78.94	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$43.11	

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	420 - WATER	420.11000 (Cash)			$2.47	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$79.19	
	426 - Transit - Fixed Route	426.11000 (Cash)			$2.46	
99535	10/02/2014 Open		Accounts Payable	NEXT LEVEL PARTS INC		$115.73
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$95.12	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$20.61	
99536	10/02/2014 Open		Accounts Payable	P G & E		$11.87
	Paying Fund	Cash Account			Amount	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$11.87	
99537	10/02/2014 Open		Accounts Payable	PACE SUPPLY CORPORATION		$1,365.33
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$329.34	
	420 - WATER	420.11000 (Cash)			$1,035.99	
99538	10/02/2014 Open		Accounts Payable	PARK MD, VERNON G		$150.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$150.00	
99539	10/02/2014 Open		Accounts Payable	PORT OF STOCKTON		$100.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$100.00	
99540	10/02/2014 Open		Accounts Payable	QUEST DIAGNOSTICS		$388.23
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$388.23	
99541	10/02/2014 Open		Accounts Payable	RANDIK PAPER CO		$870.90
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$870.90	
99542	10/02/2014 Open		Accounts Payable	ROMEO MEDICAL CLINIC		$250.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$250.00	
99543	10/02/2014 Open		Accounts Payable	SAFE-T-LITE CO INC		$102.14
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$102.14	
99544	10/02/2014 Open		Accounts Payable	SAN DIEGO POLICE EQUIP		$4,906.65
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$4,906.65	
99545	10/02/2014 Open		Accounts Payable	SAN JOAQUIN VALLEY		$1,707.00
	Paying Fund	Cash Account			Amount	

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	110 - General Fund	110.11000 (Cash)			$749.00	
	420 - WATER	420.11000 (Cash)			$958.00	
99546	10/02/2014 Open		Accounts Payable	SHELL FLEET PLUS		$602.84
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$602.84	
99547	10/02/2014 Open		Accounts Payable	SIERRA CHEMICAL CO		$4,288.20
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,288.20	
99548	10/02/2014 Open		Accounts Payable	SOUTHWEST SCHOOL &		$441.32
	Paying Fund	Cash Account			Amount	
	270 - Recreation Grants	270.11000 (Cash)			$441.32	
99549	10/02/2014 Open		Accounts Payable	STANISLAUS CO ENV RES		$1,710.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,710.00	
99550	10/02/2014 Open		Accounts Payable	STATE OF CALIFORNIA		$1,252.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,252.00	
99551	10/02/2014 Open		Accounts Payable	STERICYCLE INC		$56.80
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$56.80	
99552	10/02/2014 Open		Accounts Payable	STERNDAHL ENTERPRISES, INC.		$50,404.63
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$50,404.63	
99553	10/02/2014 Open		Accounts Payable	STEWART TITLE OF CA INC		$50,000.00
	Paying Fund	Cash Account			Amount	
	257 - State HOME Funds	257.11000 (Cash)			$50,000.00	
99554	10/02/2014 Open		Accounts Payable	T I D		$95,884.96
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,292.52	
	205 - Sports Facilities	205.11000 (Cash)			$5,211.72	
	216 - Streets - Local Transportation	216.11000 (Cash)			$13,478.34	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,382.42	
	420 - WATER	420.11000 (Cash)			$69,832.43	
	426 - Transit - Fixed Route	426.11000 (Cash)			$274.55	
	505 - Fleet	505.11000 (Cash)			$1,412.98	
99555	10/02/2014 Open		Accounts Payable	TAYLOR BACKHOE SERVICE, INC.		$13,870.00
	Paying Fund	Cash Account			Amount	

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	426 - Transit - Fixed Route	426.11000 (Cash)		$13,870.00	
99556	10/02/2014 Open		Accounts Payable	TRANSIT CAPITAL SUPPORT	$15,137.00
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$15,137.00	
99557	10/02/2014 Open		Accounts Payable	TURLOCK CHAMBER COMMERCE	$850.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$850.00	
99558	10/02/2014 Open		Accounts Payable	TURLOCK CITY TOW INC	$296.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$190.00	
	405 - Building	405.11000 (Cash)		$27.00	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$27.00	
	426 - Transit - Fixed Route	426.11000 (Cash)		$52.00	
99559	10/02/2014 Open		Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	$19,931.50
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$19,931.50	
99560	10/02/2014 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$1,125.00
	Paying Fund	Cash Account		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$1,005.00	
	266 - Police Services Grants	266.11000 (Cash)		$120.00	
99561	10/02/2014 Open		Accounts Payable	UNITED RESOURCE SYSTEMS INC	$15.92
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$4.62	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$6.26	
	420 - WATER	420.11000 (Cash)		$5.04	
99562	10/02/2014 Open		Accounts Payable	UNIVAR USA INC	$7,102.31
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$7,102.31	
99563	10/02/2014 Open		Accounts Payable	VERIZON WIRELESS	$879.09
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$879.09	
99564	10/02/2014 Open		Accounts Payable	WEST PUBLISHING CORPORATION	$144.32
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$144.32	
99565	10/02/2014 Open		Accounts Payable	WESTERN VIEW MOBILE RANCH	$3,145.68
	Paying Fund	Cash Account		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$3,145.68	

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99566	10/02/2014	Open		Accounts Payable	WESTFORK ESTATES	$723.70
	Paying Fund		Cash Account			Amount
	625 - Successor Agency - LMI		625.11000 (Cash)			$723.70
99567	10/02/2014	Open		Accounts Payable	WILLE ELECTRIC SUPPLY INC	$286.22
	Paying Fund		Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$286.22
99568	10/02/2014	Open		Accounts Payable	BICKLE, DAVID	$345.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$345.00
99569	10/02/2014	Open		Accounts Payable	ECHANDI-SMITH, JAMIE	$162.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$162.00
99570	10/02/2014	Open		Accounts Payable	LAYTON, KATIE	$162.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$162.00
99571	10/02/2014	Open		Accounts Payable	LODUCA CO, F	$700.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$700.00
99572	10/02/2014	Open		Accounts Payable	MALDONADO, IVONNE	$300.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$300.00
99573	10/02/2014	Open		Accounts Payable	MCI ENGINEERING INC	$700.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$700.00
99574	10/02/2014	Open		Accounts Payable	MEDRANO, SARA	$144.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$144.00
99575	10/02/2014	Open		Accounts Payable	REISCHMAN, ROBERT	$70.00
	Paying Fund		Cash Account			Amount
	246 - Landscape Assessment		246.11000 (Cash)			$70.00
99576	10/02/2014	Open		Accounts Payable	SAMRA, GURMIT	$1,184.00
	Paying Fund		Cash Account			Amount
	405 - Building		405.11000 (Cash)			$1,184.00
99577	10/02/2014	Open		Accounts Payable	SOLEYMAN, ROMEL	$125.24
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$29.05
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$63.55

	420 - WATER		420.11000 (Cash)		$32.64	
99578	10/02/2014	Open		Accounts Payable	Sonshine Bible Club, AKA Westside Ministr	$262.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$262.00	
99579	10/02/2014	Open		Accounts Payable	TURLOCK GOSPEL MISSION	$670.43
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$700.00	
	420 - WATER		420.11000 (Cash)		($29.57)	
99580	10/02/2014	Open		Accounts Payable	VAUGHN CONSTRUCTION	$583.84
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$700.00	
	420 - WATER		420.11000 (Cash)		($116.16)	
99581	10/02/2014	Open		Accounts Payable	WHITE, BRIAN	$67.35
	Paying Fund		Cash Account		Amount	
	265 - Fire Department Grants		265.11000 (Cash)		$67.35	
99582	10/02/2014	Open		Accounts Payable	WHITE, BRIAN	$120.27
	Paying Fund		Cash Account		Amount	
	265 - Fire Department Grants		265.11000 (Cash)		$120.27	
Type Check Totals:				98 Transactions		$543,563.51

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	$543,563.51	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$543,563.51	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	$543,563.51	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$543,563.51	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**

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	Open	98	$543,563.51	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$543,563.51	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	$543,563.51	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$543,563.51	$0.00

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From Payment Date: 10/3/2014 - To Payment Date: 10/9/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
99583	10/03/2014	Open			Accounts Payable	FARIA, JAMIE	$242.00		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$242.00			
99584	10/03/2014	Open			Accounts Payable	ING LIFE INSURANCE AND	$26.00		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$26.00			
99585	10/03/2014	Open			Accounts Payable	NEW WORLD SYSTEM CORP	$1,895.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$947.50			
	420 - WATER			420.11000 (Cash)		$947.50			
99586	10/03/2014	Open			Accounts Payable	STANISLAUS CTY SHERIFF	$1,114.98		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$1,114.98			
99587	10/03/2014	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$439.13			
99588	10/07/2014	Open			Utility Management Refund	MANZO, EDITH	$122.72		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$122.72			
99589	10/09/2014	Open			Accounts Payable	A & A PORTABLES INC	$172.29		
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		$172.29			
99590	10/09/2014	Open			Accounts Payable	AMERICAN MESSAGING	$28.95		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$28.95			
99591	10/09/2014	Open			Accounts Payable	AMERICAN MESSAGING	$86.91		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$86.91			
99592	10/09/2014	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$274.44		
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$274.44			
99593	10/09/2014	Open			Accounts Payable	AMERICAN WATER WORKS	$808.00		

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	Paying Fund		Cash Account		ASSOCIATION	Amount
	420 - WATER		420.11000 (Cash)			$808.00
99594	10/09/2014	Open		Accounts Payable	AT&T / CALNET 2	$6,105.77
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$4,960.05
	205 - Sports Facilities		205.11000 (Cash)			$40.59
	255 - CDBG		255.11000 (Cash)			$50.61
	405 - Building		405.11000 (Cash)			$57.60
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$453.40
	420 - WATER		420.11000 (Cash)			$253.56
	426 - Transit - Fixed Route		426.11000 (Cash)			$66.66
	501 - Information Technology		501.11000 (Cash)			$87.33
	502 - Engineering		502.11000 (Cash)			$33.65
	505 - Fleet		505.11000 (Cash)			$102.32
99595	10/09/2014	Open		Accounts Payable	AT&T MOBILITY	$3,117.67
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$2,465.93
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$361.82
	501 - Information Technology		501.11000 (Cash)			$249.32
	502 - Engineering		502.11000 (Cash)			$40.60
99596	10/09/2014	Open		Accounts Payable	AT&T/SBC	$66.49
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$66.49
99597	10/09/2014	Open		Accounts Payable	CALIF DEPT OF TRANS	$421.62
	Paying Fund		Cash Account			Amount
	216 - Streets - Local Transportation		216.11000 (Cash)			$421.62
99598	10/09/2014	Open		Accounts Payable	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	$220.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$220.00
99599	10/09/2014	Open		Accounts Payable	CAROLLO ENGINEERS	$23,954.86
	Paying Fund		Cash Account			Amount
	415 - Sewer Bond Projects		415.11000 (Cash)			$23,954.86
99600	10/09/2014	Open		Accounts Payable	CHAMPION INDUSTRIAL	$1,553.01
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$1,276.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$277.01

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99601	10/09/2014	Open	Accounts Payable	CITY OF TURLOCK - CASH	$189.04
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$94.93	
	217 - Streets - Gas Tax		217.11000 (Cash)	$15.00	
	405 - Building		405.11000 (Cash)	$9.96	
	420 - WATER		420.11000 (Cash)	$6.00	
	426 - Transit - Fixed Route		426.11000 (Cash)	$7.00	
	502 - Engineering		502.11000 (Cash)	$56.15	
99602	10/09/2014	Open	Accounts Payable	COMMUNITY VETERINARY CLIN	$194.12
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$129.12	
	203 - Animal Fee Forfeiture		203.11000 (Cash)	$65.00	
99603	10/09/2014	Open	Accounts Payable	COSTCO	$1,159.62
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$304.33	
	266 - Police Services Grants		266.11000 (Cash)	$36.16	
	270 - Recreation Grants		270.11000 (Cash)	$819.13	
99604	10/09/2014	Open	Accounts Payable	COUNTRY FORD TRUCKS INC	$1,665.98
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$174.18	
	217 - Streets - Gas Tax		217.11000 (Cash)	$997.31	
	246 - Landscape Assessment		246.11000 (Cash)	$74.98	
	255 - CDBG		255.11000 (Cash)	$1.62	
	405 - Building		405.11000 (Cash)	$1.60	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$296.23	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)	$98.85	
	426 - Transit - Fixed Route		426.11000 (Cash)	$19.59	
	502 - Engineering		502.11000 (Cash)	$1.62	
99605	10/09/2014	Open	Accounts Payable	CULLIGAN INC	$27.00
	Paying Fund		Cash Account	Amount	
	420 - WATER		420.11000 (Cash)	$27.00	
99606	10/09/2014	Open	Accounts Payable	CUMMINS PACIFIC LLC	$150.67
	Paying Fund		Cash Account	Amount	
	426 - Transit - Fixed Route		426.11000 (Cash)	$150.67	
99607	10/09/2014	Open	Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$70.43
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$70.43	

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99608	10/09/2014	Open		Accounts Payable	CWEA	$780.00
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$780.00	
99609	10/09/2014	Open		Accounts Payable	DAVID KEITH TODD CONSULTING ENGINEERS	$14,076.75
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$14,076.75	
99610	10/09/2014	Open		Accounts Payable	DEL PUERTO WATER DISTRICT	$46,238.42
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$46,238.42	
99611	10/09/2014	Open		Accounts Payable	DELTA WIRELESS & NETWORK	$424.58
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$424.58	
99612	10/09/2014	Open		Accounts Payable	DOWNEY BRAND ATTORNEYS	$4,213.50
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$4,213.50	
99613	10/09/2014	Open		Accounts Payable	EQUIFAX	$13.96
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$13.96	
99614	10/09/2014	Open		Accounts Payable	FASTENAL COMPANY INC	$751.88
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$736.63	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$15.25	
99615	10/09/2014	Open		Accounts Payable	GARTON TRACTOR INC	$860.53
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$860.53	
99616	10/09/2014	Open		Accounts Payable	GOMES & SONS INC, JOE M	$989.61
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$989.61	
99617	10/09/2014	Open		Accounts Payable	GRAINGER INC, W W	$863.54
	Paying Fund		Cash Account		Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)		$3.84	
	246 - Landscape Assessment		246.11000 (Cash)		$60.57	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$799.13	
99618	10/09/2014	Open		Accounts Payable	HD SUPPLY WATERWORKS LTD	$756.01
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$667.76	

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	420 - WATER	420.11000 (Cash)		$88.25	
99619	10/09/2014 Open		Accounts Payable	HERTZ EQUIPMENT RENTAL	$3,815.53
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,907.76	
	420 - WATER	420.11000 (Cash)		$1,907.77	
99620	10/09/2014 Open		Accounts Payable	HOLT OF CALIFORNIA INC	$422.82
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$170.05	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$252.77	
99621	10/09/2014 Open		Accounts Payable	HUB INT'L OF CA INS SVC	$125.98
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$125.98	
99622	10/09/2014 Open		Accounts Payable	HUNTINGTON COURT REPORTER	$1,039.62
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,039.62	
99623	10/09/2014 Open		Accounts Payable	INDEPENDENT ELECTRIC INC	$69.81
	Paying Fund	Cash Account		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$34.63	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$35.18	
99624	10/09/2014 Open		Accounts Payable	KLEINFELDER INC	$5,377.60
	Paying Fund	Cash Account		Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$1,051.00	
	415 - Sewer Bond Projects	415.11000 (Cash)		$3,933.60	
	420 - WATER	420.11000 (Cash)		$393.00	
99625	10/09/2014 Open		Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	$843.58
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$804.85	
	405 - Building	405.11000 (Cash)		$19.36	
	505 - Fleet	505.11000 (Cash)		$19.37	
99626	10/09/2014 Open		Accounts Payable	LEHIGH HANSON INC	$595.88
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$595.88	
99627	10/09/2014 Open		Accounts Payable	MCI ENGINEERING	$308,843.60
	Paying Fund	Cash Account		Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$308,843.60	
99628	10/09/2014 Open		Accounts Payable	MCI ENGINEERING INC	$16,254.93

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	Paying Fund	Cash Account		Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$16,254.93	
99629	10/09/2014 Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL		$484.00
	Paying Fund	Cash Account		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$124.00	
	266 - Police Services Grants	266.11000 (Cash)		$360.00	
99630	10/09/2014 Open	Accounts Payable	NAPA AUTO PARTS		$13.65
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$13.65	
99631	10/09/2014 Open	Accounts Payable	NEXT LEVEL PARTS INC		$41.91
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$41.91	
99632	10/09/2014 Open	Accounts Payable	O'REILLY AUTO PARTS		$9.83
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$9.83	
99633	10/09/2014 Open	Accounts Payable	ORATECH CONTROLS INC		$1,141.87
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,141.87	
99634	10/09/2014 Open	Accounts Payable	OVERAA & CO INC, C		$42,076.45
	Paying Fund	Cash Account		Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)		$42,076.45	
99635	10/09/2014 Open	Accounts Payable	P G & E		$35.71
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$35.71	
99636	10/09/2014 Open	Accounts Payable	PACIFIC STORAGE COMPANY		$282.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$271.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$11.00	
99637	10/09/2014 Open	Accounts Payable	PLATT ELECTRIC SUPPLY		$1,182.56
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$207.47	
	246 - Landscape Assessment	246.11000 (Cash)		$605.32	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$369.77	
99638	10/09/2014 Open	Accounts Payable	PRIME SHINE INC		$122.50
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$112.00	

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	205 - Sports Facilities	205.11000 (Cash)		$3.50	
	405 - Building	405.11000 (Cash)		$3.50	
	502 - Engineering	502.11000 (Cash)		$3.50	
99639	10/09/2014 Open	Accounts Payable	PROTECH SECURITY/ELEC INC		$70.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$70.00	
99640	10/09/2014 Open	Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP		$16,291.60
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$16,291.60	
99641	10/09/2014 Open	Accounts Payable	QUEST DIAGNOSTICS		$57.86
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$57.86	
99642	10/09/2014 Open	Accounts Payable	RAMONT'S TOW SERVICE		$250.00
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$250.00	
99643	10/09/2014 Open	Accounts Payable	ROLAND PHD,JOCELYN E		$1,000.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,000.00	
99644	10/09/2014 Open	Accounts Payable	SHAPE INC		$10,401.40
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$10,401.40	
99645	10/09/2014 Open	Accounts Payable	SIERRA CHEMICAL CO		$6,144.10
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$6,144.10	
99646	10/09/2014 Open	Accounts Payable	SIERRA FOOTHILL LAB INC		$275.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$275.00	
99647	10/09/2014 Open	Accounts Payable	STOMAR EQUIPMENT		$4,600.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$4,600.00	
99648	10/09/2014 Open	Accounts Payable	SWRCB ACCOUNTING OFFICE		$6,016.56
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$6,016.56	
99649	10/09/2014 Open	Accounts Payable	T I D		$188,192.66
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$20,667.92	

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	216 - Streets - Local Transportation	216.11000 (Cash)		$1,543.26	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$146,546.07	
	420 - WATER	420.11000 (Cash)		$16,678.75	
	426 - Transit - Fixed Route	426.11000 (Cash)		$351.31	
	505 - Fleet	505.11000 (Cash)		$2,405.35	
99650	10/09/2014 Open	Accounts Payable	TBA AUTO PARTS		$1,828.33
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$714.85	
	205 - Sports Facilities	205.11000 (Cash)		$54.49	
	217 - Streets - Gas Tax	217.11000 (Cash)		$86.17	
	246 - Landscape Assessment	246.11000 (Cash)		$116.06	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$429.97	
	420 - WATER	420.11000 (Cash)		$51.72	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$109.54	
	426 - Transit - Fixed Route	426.11000 (Cash)		$256.66	
	502 - Engineering	502.11000 (Cash)		$8.87	
99651	10/09/2014 Open	Accounts Payable	TEICHERT CONSTRUCTION INC		$84,312.50
	Paying Fund	Cash Account		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$84,312.50	
99652	10/09/2014 Open	Accounts Payable	TEICHERT CONSTRUCTION INC		$383.56
	Paying Fund	Cash Account		Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$383.56	
99653	10/09/2014 Open	Accounts Payable	THE MECHANICS BANK		$2,214.55
	Paying Fund	Cash Account		Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)		$2,214.55	
99654	10/09/2014 Open	Accounts Payable	THE SHALLECK COLLABORATIVE INC		$8,152.50
	Paying Fund	Cash Account		Amount	
	240 - Small Equipment Replacement	240.11000 (Cash)		$8,152.50	
99655	10/09/2014 Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$400,000.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$400,000.00	
99656	10/09/2014 Open	Accounts Payable	UNITED RENTAL INC		$2,873.59
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$2,873.59	
99657	10/09/2014 Open	Accounts Payable	UTILITY TELEPHONE, INC.		$522.48
	Paying Fund	Cash Account		Amount	
	501 - Information Technology	501.11000 (Cash)		$522.48	

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99658	10/09/2014	Open		Accounts Payable	VETERINARY MED CTR INC	$40.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$40.00	
99659	10/09/2014	Open		Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$500.00
	Paying Fund		Cash Account		Amount	
	502 - Engineering		502.11000 (Cash)		$500.00	
99660	10/09/2014	Open		Accounts Payable	WESCO DISTRIBUTION INC	$3,780.87
	Paying Fund		Cash Account		Amount	
	246 - Landscape Assessment		246.11000 (Cash)		$3,780.87	
99661	10/09/2014	Open		Accounts Payable	ZUMAR INDUSTRIES INC	$377.82
	Paying Fund		Cash Account		Amount	
	225 - Transportation Tax		225.11000 (Cash)		$377.82	
99662	10/09/2014	Open		Accounts Payable	ALAMEDA CONSTRUCTION	$935.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$935.00	
99663	10/09/2014	Open		Accounts Payable	Angela Probst Studios	$1,000.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,000.00	
99664	10/09/2014	Open		Accounts Payable	DEL REAL, YESENIA	$84.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$84.00	
99665	10/09/2014	Open		Accounts Payable	Grocery Outlet	$1,000.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,000.00	
99666	10/09/2014	Open		Accounts Payable	HIS TREE SERVICE	$2,513.50
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$2,513.50	
99667	10/09/2014	Open		Accounts Payable	MC ROY WILBUR COMMUNITY	$660.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,100.00	
	420 - WATER		420.11000 (Cash)		($440.00)	
99668	10/09/2014	Open		Accounts Payable	MC ROY WILBUR COMMUNITY	$660.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,100.00	
	420 - WATER		420.11000 (Cash)		($440.00)	
99669	10/09/2014	Open		Accounts Payable	MC ROY WILBUR COMMUNITY	$660.00

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	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,100.00	
	420 - WATER	420.11000 (Cash)		($440.00)	
99670	10/09/2014 Open	Accounts Payable	MC ROY WILBUR COMMUNITY		$660.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,100.00	
	420 - WATER	420.11000 (Cash)		($440.00)	
99671	10/09/2014 Open	Accounts Payable	MC ROY WILBUR COMMUNITY		$660.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,100.00	
	420 - WATER	420.11000 (Cash)		($440.00)	
99672	10/09/2014 Open	Accounts Payable	MEDEIROS, SCOTT		$103.00
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$103.00	
Type Check Totals:		90 Transactions			$1,244,076.19

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	$1,244,076.19	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	90	$1,244,076.19	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	$1,244,076.19	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	90	$1,244,076.19	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**90**	**$1,244,076.19**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**90**	**$1,244,076.19**	**$0.00**

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All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	$1,244,076.19	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	90	$1,244,076.19	$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									
99673	10/13/2014	Open			Accounts Payable	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT	$1,265.00		
	Paying Fund			Cash Account			Amount		
	258 - Housing Stimulus Funds			258.11000 (Cash)			$1,265.00		
99674	10/14/2014	Open			Utility Management Refund	BAZA, HANIBAL	$145.57		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$145.57		
99675	10/14/2014	Open			Utility Management Refund	BUSI, KATIE, L	$97.13		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$97.13		
99676	10/14/2014	Open			Utility Management Refund	CORRO, DUSTY	$35.43		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$35.43		
99677	10/14/2014	Open			Utility Management Refund	DANIPOUR, JOHN	$178.61		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$178.61		
99678	10/14/2014	Open			Utility Management Refund	DIRKSE, CHARLES G	$711.46		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$711.46		
99679	10/14/2014	Open			Utility Management Refund	DUTRA, JUDY	$32.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$32.00		
99680	10/14/2014	Open			Utility Management Refund	ERLENBUSCH, NATE	$117.67		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$117.67		
99681	10/14/2014	Open			Utility Management Refund	ERLENBUSCH, NATE	$122.71		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$122.71		
99682	10/14/2014	Open			Utility Management	FARIA, JOE	$48.87		

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				Refund		
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$48.87
99683	10/14/2014	Open		Utility Management Refund	GIAMBELLUCA, MELISSA, C	$236.04
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$236.04
99684	10/14/2014	Open		Utility Management Refund	GUINARD, LORIE	$205.97
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$205.97
99685	10/14/2014	Open		Utility Management Refund	GUZMAN, RICARDO	$262.99
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$262.99
99686	10/14/2014	Open		Utility Management Refund	HALLIGAN, LAURIE	$169.11
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$169.11
99687	10/14/2014	Open		Utility Management Refund	KREGNESS, LENA	$158.19
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$158.19
99688	10/14/2014	Open		Utility Management Refund	LANDLORD'S PROPERTY MANAGEMENT	$304.49
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$304.49
99689	10/14/2014	Open		Utility Management Refund	LANDLORDS PROPERTY MANAGEMENT	$98.10
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$98.10
99690	10/14/2014	Open		Utility Management Refund	MACHADO, ROBERT, C	$166.74
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$166.74
99691	10/14/2014	Open		Utility Management Refund	NEJARA JIMENEZ, ERICA, A	$92.52
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$25.00
	420 - WATER		420.11000 (Cash)			$67.52
99692	10/14/2014	Open		Utility Management	OCHOA, KORINA	$164.98

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	Paying Fund			Cash Account	Refund		Amount
	420 - WATER			420.11000 (Cash)			$164.98
99693	10/14/2014	Open			Utility Management Refund	ORTEGA, MARYANNE, PEREZ	$192.37
	Paying Fund			Cash Account			Amount
	420 - WATER			420.11000 (Cash)			$192.37
99694	10/14/2014	Open			Utility Management Refund	PALATO, JULIO, CESAR	$33.32
	Paying Fund			Cash Account			Amount
	420 - WATER			420.11000 (Cash)			$33.32
99695	10/14/2014	Open			Utility Management Refund	PATEL, PRAVIN	$172.38
	Paying Fund			Cash Account			Amount
	420 - WATER			420.11000 (Cash)			$172.38
99696	10/14/2014	Open			Utility Management Refund	PLAGENZA, JEROMY	$146.73
	Paying Fund			Cash Account			Amount
	420 - WATER			420.11000 (Cash)			$146.73
99697	10/14/2014	Voided	DEPT REQUESTED	10/16/2014	Utility Management Refund	POWELL, APRIL, LEIGHANN	$45.11
	Paying Fund			Cash Account			Amount
	420 - WATER			420.11000 (Cash)			$45.11
99698	10/14/2014	Open			Utility Management Refund	ROSE, PATRICIA	$84.94
	Paying Fund			Cash Account			Amount
	420 - WATER			420.11000 (Cash)			$84.94
99699	10/14/2014	Open			Utility Management Refund	SAWICKI, COLT	$280.90
	Paying Fund			Cash Account			Amount
	420 - WATER			420.11000 (Cash)			$280.90
99700	10/14/2014	Open			Utility Management Refund	TIOU, MARIA, GOURGIN ARAMI	$229.30
	Paying Fund			Cash Account			Amount
	420 - WATER			420.11000 (Cash)			$229.30
99701	10/14/2014	Open			Utility Management Refund	WILSON, DAVONTE	$93.66
	Paying Fund			Cash Account			Amount
	110 - General Fund			110.11000 (Cash)			$25.00
	420 - WATER			420.11000 (Cash)			$68.66
99702	10/16/2014	Open			Accounts Payable	APPLIED INDUST TECH	$931.38

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	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$931.38	
99703	10/16/2014 Open		Accounts Payable	AVAYA INC		$12.07
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$12.07	
99704	10/16/2014 Open		Accounts Payable	BALSWICK'S TIRE SHOP INC		$1,118.12
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$644.68	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$111.01	
	420 - WATER	420.11000 (Cash)			$98.55	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$263.88	
99705	10/16/2014 Open		Accounts Payable	BONANDER TRUCKS		$179.56
	Paying Fund	Cash Account			Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)			$179.56	
99706	10/16/2014 Open		Accounts Payable	BURTON'S FIRE APPARATUS		$1,165.73
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,165.73	
99707	10/16/2014 Open		Accounts Payable	CALIFORNIA PEACE OFFICER'S ASSOCIATION		$875.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$875.00	
99708	10/16/2014 Open		Accounts Payable	CHARTER COMMUNICATIONS		$171.10
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$78.62	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$18.74	
	420 - WATER	420.11000 (Cash)			$18.74	
	501 - Information Technology	501.11000 (Cash)			$55.00	
99709	10/16/2014 Open		Accounts Payable	CITY OF OAKDALE		$50,000.00
	Paying Fund	Cash Account			Amount	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$50,000.00	
99710	10/16/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN C		$203,624.65
	Paying Fund	Cash Account			Amount	
	511 - Health Care	511.11000 (Cash)			$203,624.65	
99711	10/16/2014 Open		Accounts Payable	CURTIS & SONS INC, L N		$633.99
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$633.99	
99712	10/16/2014 Open		Accounts Payable	DELTA WIRELESS & NETWORK		$6,459.96

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$13.50
	305 - Capital Facility Fees	305.11000 (Cash)			$6,446.46
99713	10/16/2014 Open		Accounts Payable	DIVISION OF THE STATE ARCHITECT	$695.70
	Paying Fund	Cash Account			Amount
	301 - Capital Improvements	301.11000 (Cash)			$695.70
99714	10/16/2014 Open		Accounts Payable	ENGINEERED FIRE SYST INC	$1,485.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,485.00
99715	10/16/2014 Open		Accounts Payable	EQUIFAX	$22.28
	Paying Fund	Cash Account			Amount
	255 - CDBG	255.11000 (Cash)			$22.28
99716	10/16/2014 Open		Accounts Payable	GOMES & SONS INC, JOE M	$22,646.91
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$11,933.90
	205 - Sports Facilities	205.11000 (Cash)			$464.58
	217 - Streets - Gas Tax	217.11000 (Cash)			$2,040.18
	246 - Landscape Assessment	246.11000 (Cash)			$2,095.18
	255 - CDBG	255.11000 (Cash)			$69.99
	405 - Building	405.11000 (Cash)			$179.20
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,292.63
	420 - WATER	420.11000 (Cash)			$1,216.68
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$1,299.87
	426 - Transit - Fixed Route	426.11000 (Cash)			$991.32
	502 - Engineering	502.11000 (Cash)			$63.38
99717	10/16/2014 Open		Accounts Payable	KLEINFELDER INC	$789.00
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$789.00
99718	10/16/2014 Open		Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$50.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$50.00
99719	10/16/2014 Open		Accounts Payable	LYNCH, JAMES, J	$120.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$120.00
99720	10/16/2014 Open		Accounts Payable	MELLO TRANSMISSION CO INC	$2,853.54
	Paying Fund	Cash Account			Amount

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	110 - General Fund	110.11000 (Cash)		$2,853.54	
99721	10/16/2014 Open		Accounts Payable	MOTION INDUSTRIES INC - CA82	$207.46
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$207.46	
99722	10/16/2014 Open		Accounts Payable	OMNI-MEANS INC	$70,447.48
	Paying Fund	Cash Account		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$70,447.48	
99723	10/16/2014 Open		Accounts Payable	P G & E	$614.53
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$313.66	
	217 - Streets - Gas Tax	217.11000 (Cash)		$7.84	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)		$4.28	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$252.51	
	505 - Fleet	505.11000 (Cash)		$36.24	
99724	10/16/2014 Open		Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$6,556.20
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$6,556.20	
99725	10/16/2014 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$35.12
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$7.02	
	246 - Landscape Assessment	246.11000 (Cash)		$7.02	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$21.08	
99726	10/16/2014 Open		Accounts Payable	PROTECH SECURITY/ELEC INC	$558.60
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$558.60	
99727	10/16/2014 Open		Accounts Payable	R & S ERECTION INC	$1,228.50
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,228.50	
99728	10/16/2014 Open		Accounts Payable	ROMEO MEDICAL CLINIC	$836.12
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$836.12	
99729	10/16/2014 Open		Accounts Payable	SAN JOAQUIN VALLEY	$87.00
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$87.00	
99730	10/16/2014 Open		Accounts Payable	SHARPENING SHOP	$102.69
	Paying Fund	Cash Account		Amount	

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	110 - General Fund	110.11000 (Cash)			$4.82	
	246 - Landscape Assessment	246.11000 (Cash)			$97.87	
99731	10/16/2014 Open		Accounts Payable	STANISLAUS CO PLANNING		$1,229.60
	Paying Fund	Cash Account			Amount	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$1,229.60	
99732	10/16/2014 Open		Accounts Payable	STOMMEL, INC.		$9,879.87
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$9,879.87	
99733	10/16/2014 Open		Accounts Payable	T I D		$53,235.90
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$5,074.86	
	216 - Streets - Local Transportation	216.11000 (Cash)			$3,416.68	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$37.76	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$5,367.98	
	420 - WATER	420.11000 (Cash)			$39,338.62	
99734	10/16/2014 Open		Accounts Payable	TG HYDRAULICS		$35.99
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$35.99	
99735	10/16/2014 Open		Accounts Payable	TIRE DIST SYSTEM INC		$1,020.38
	Paying Fund	Cash Account			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$539.36	
	420 - WATER	420.11000 (Cash)			$481.02	
99736	10/16/2014 Open		Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$200,000.00	
99737	10/16/2014 Open		Accounts Payable	VAN DE POL ENTERPRISE INC		$2,243.78
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$2,243.78	
99738	10/16/2014 Open		Accounts Payable	WEST STEEL & PLASTIC		$335.14
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$335.14	
99739	10/16/2014 Open		Accounts Payable	WITMER PUBLIC SAFETY, INC.		$2,156.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$2,156.00	
99740	10/16/2014 Open		Accounts Payable	ASSOCIATED FEED		$82,500.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$82,500.00	

City of Turlock

Payment Register

From Payment Date: 10/10/2014 - To Payment Date: 10/16/2014

99741	10/16/2014	Open	Accounts Payable	FLORES, MARIA		$11.52
	Paying Fund		Cash Account		Amount	
	255 - CDBG		255.11000 (Cash)		$5.76	
	256 - Stanislaus Housing Consortia		256.11000 (Cash)		$5.76	
99742	10/16/2014	Open	Accounts Payable	MOLES, EMANUEL		$149.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$149.00	
99743	10/16/2014	Open	Accounts Payable	NEEP, ADAM		$138.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$138.00	
99744	10/16/2014	Open	Accounts Payable	NUCP TURLOCK, LLC		$206.61
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$206.61	
99745	10/16/2014	Open	Accounts Payable	STOKKE, ROBERT		$18.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
99746	10/16/2014	Open	Accounts Payable	THE WHITING TURNER CONTRACTING CO.		$5,400.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$5,400.00	
99747	10/16/2014	Open	Accounts Payable	VELASQUEZ III, ALFRED		$149.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$149.00	
Type Check Totals:			75 Transactions			$739,108.77

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	$739,063.66	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$45.11	$0.00
	Stopped	0	$0.00	$0.00
	Total	75	$739,108.77	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	$739,063.66	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$45.11	$0.00

Payment Register

From Payment Date: 10/10/2014 - To Payment Date: 10/16/2014

	Stopped	0	$0.00	$0.00
	Total	75	$739,108.77	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	$739,063.66	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$45.11	$0.00
	Stopped	0	$0.00	$0.00
	Total	75	$739,108.77	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	$739,063.66	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$45.11	$0.00
	Stopped	0	$0.00	$0.00
	Total	75	$739,108.77	$0.00

5B

OCTOBER 28, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

---

1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:01 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento (*by teleconference*), Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. **SALUTE TO THE FLAG**

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

A. Gerald Nightingale announced the Turlock Senior Citizens Art Show currently on display upstairs in the City Hall gallery.

3. A. **SPECIAL BRIEFINGS:**

1. Parks, Arts and Recreation Commission Member Lakneshia Diaz provide an update on the Commission's intent to reaffirm Council Resolution No. 2003-008 regarding prohibiting tobacco in parks.

2. City Attorney Phaedra Norton provided an update on the ongoing Parkside Apartment mediation noting that significant progress has been made through several mediation sessions. Ms. Norton noted a full report will be brought back at future meeting.

B. **STAFF UPDATES:** None

4. A. **MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA**
Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.

B. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

C. **DISCLOSURE OF EX PARTE COMMUNICATIONS**

1. Public Hearing Item 7A is a quasi-judicial proceeding. Council should disclose the following information if applicable:

a. State for the public record the nature of the communication; and
b. With whom the ex parte communication was made; and
c. A brief statement as to the substance of the communication.

There were no disclosures of ex parte communications.

5. CONSENT CALENDAR:

Action: Motion by Councilmember White, seconded by Councilmember DeHart, to adopt the consent calendar. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

A. **Resolution No. 2014-170** Accepting Demands of 9/25/14 in the amount of $805,315.77

B. *Motion*: Accepting Minutes of Regular Meeting of October 14, 2014

C. 1. *Motion*: Accepting notification of Contract Change Order No. 1 (Final) in the decreased amount of ($800) (Fund 420) for City Project No. 11-42, "Fulkerth Tank and Pump Station," bringing the contract total to $3,529,200
2. *Motion*: Accepting improvements for City Project No. 11-42, "Fulkerth Tank and Pump Station," and authorizing the City Engineer to file a Notice of Completion

D. *Motion*: Accepting notification of Contract Change Order No. 1 in the amount of $1,300 (Fund 305) for City Project No. 13-49, "Dianne Drive Realignment," bringing the contract total to $840,947.40

E. *Motion*: Approving Amendment No. 1 to City Contract No. 13-120 with Alta Planning + Design of Sacramento, California, to provide an additional six (6) months for the completion of project specifications with City Project No. 13-64, "Develop an Active Transportation Plan

F. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the amount of $3,060.54 (Fund 217) for City Project No. 14-22, "Pedestrian Striping Upgrade Project, Various Locations," bringing the contract total to $56,118.04
2. *Motion*: Accepting improvements for City Project No. 14-22, "Pedestrian Striping Upgrade Project, Various Locations," and authorizing the City Engineer to file a Notice of Completion

G. **Resolution No. 2014-171** Initiating proceedings for the Parcel Map 14-02 (Doo) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 14-47

H. *Motion*: Approving Contract Change Order No. 4 in the amount of $13,409 (Fund 415) for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1," bringing the contract total to $23,255,863.58.

I. *Motion*: Approving Contract Change Order No. 1 in the amount of $13,307.93 (Fund 215) for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," bringing the contract total to $545,638.53

J. **Resolution No. 2014-172** Supporting the renewal of the Stanislaus County Recycling Market Development Zone

K. **Resolution No. 2014-173** 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 2014/15; Appropriating Fiscal Year 2014/15 revenues as they are received to supplement the matching fund requirements for the 2014 COPS Hiring Grant; and Appropriating unexpended Fiscal Year 2013/14 revenues in the amount of $31,147 to also be used as matching funds for the 2014 COPS grant

L. **Resolution No. 2014-174** Appropriating unspent funds from Fiscal Year 2013/14 in the amount of $12,839 to account number 112-10-116.51150 "Police Services-Mobile Radios" in Fiscal Year 2014/15 to complete the installation of mobile radios in emergency service vehicles

M. *Motion*: Approving the purchase of advanced authentication hardware and related services from SunGard Public Sector in the amount of $17,296 and authorizing the City Manager to sign all documents to modify an existing maintenance agreement with SunGard Public Sector to include three (3) years of maintenance for advanced authentication

6. FINAL READINGS:

A. **Ordinance No. 1202-CS**, Amending Turlock Municipal Code Title 4, Chapter 7, Article 14, Section 02, regarding speed limits, as introduced at the October 14, 2014 meeting, was passed and adopted 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

B. **Ordinance No. 1203-CS**, Adding Turlock Municipal Code Title 5, Chapter 27, Prescription Medication Disposal Program, as introduced at the October 14, 2014 meeting, was passed and adopted 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

Item 3C, Public Participation, was heard out of order.

3. C. PUBLIC PARTICIPATION:

Donald Babadalir requested Council consideration in passing a Resolution expressing solidarity with the nation of Iraq and its indigenous Assyrian Christian population and condemning the genocide occurring there.

7. PUBLIC HEARINGS:

A. Fire Marshal Mark Gomez presented the staff report on the request for approval establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public.

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

Action: **Resolution No. 2014-175** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

B. Development Services Director Mike Pitcock presented the staff report on the request to confirm the annexation of 2920 Sandstone, more particularly described as Stanislaus County APN No. 087-026-003, Traditions No. 6 Subdivision, to the Claremont Meadows Landscaping, Lighting, and Street Maintenance Benefit Assessment District, City Project No. 6589.

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

Action: **Resolution No. 2014-176** Confirming the Annexation of 2920 Sandstone, more particularly described as Stanislaus County APN No. 087-026-003, Traditions No. 6 Subdivision, to the Claremont Meadows Landscaping, Lighting, and Street Maintenance Benefit Assessment District, City Project No. 6589 was introduced by Councilmember White, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

C. Assistant Planner Adrienne Werner presented the staff report on the request to call a special mailed ballot election, declare the results, and order the Annexation No. 21 to Community Facilities District No. 2 (Services Mitigation).

City Clerk Kellie Weaver confirmed: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results.

Mayor Lazar opened the public hearing. No protests were received. Mayor Lazar closed the public hearing.

Action: **Resolution No. 2014-177** Calling a Special, Mailed-Ballot Election respecting Proposed Annexation No. 21 to existing Community Facilities District No. 2 (Services Mitigation) was introduced by Councilmember DeHart, seconded by Councilmember White, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

Resolution No. 2014-178 Declaring the results of Mailed-Ballot Election respecting Proposed Annexation No. 21 to Community Facilities District No. 2 (Services Mitigation) and ordering annexation was introduced by Councilmember DeHart, seconded by Councilmember White, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

8. SCHEDULED MATTERS:

A. Assistant to the City Manager for Economic Development/Housing Services Maryn Pitt presented the staff report on the request to adopt the Economic Development Strategic Plan.

Sharon Silva, Mayor's Economic Development Task Force Chairperson, thanked Co-Chair Mike Brem, the entire task force and Maryn Pitt for their work on the project and presented a copy of the strategic plan to Council. Ms. Silva noted the importance of recognizing the report as a "living" document, with future annual reports to be made by City staff.

Mayor Lazar thanked Ms. Silva for her efforts and leadership.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, Adopting the Economic Development Strategic Plan. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak noted that at the recent Dick's Sporting Goods Grand Opening in Turlock she noticed there was no CSU Stanislaus attire available for purchase. She requested consideration for the promotion of CSUS merchandise in local stores.

Councilmember Bublak requested consideration that, in an effort to save time and postage, customers paying their bills online not receive a paper bill.

10. COUNCIL COMMENTS:

Councilmember DeHart commented he attended a ceremony with the Consul General of the Korean Embassy in San Francisco and Representative Jeff Denham in recognition of Korean War Veterans. Councilmember DeHart thanked the Korean War Veterans for their service.

Councilmember White commented on the recent positive news stories regarding the Hilmar Cheese hiring event and local economic development.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session items.

Conference with Real Property Negotiators, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."
Property: 2618 Fulkerth Road, Turlock, CA (APN Nos. 089-019-027-000, 089-019-028-000 & 089-019-029-111)
Agency Negotiator: Roy W. Wasden
Negotiating Parties: Turlock Real State Investors 1, LLC
Under Negotiation: Price and terms of payment

Action: No reportable action.

Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember White, seconded by Councilmember DeHart, to adjourn at 6:30 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

5C

Council Synopsis

November 18, 2014

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

Prepared by: Eric A. Picciano, P.E.
Principal Civil Engineer/Chief Building Official

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-035) with Bureau Veritas North America, Inc. of Sacramento, California, for plan check services, in an amount not to exceed $125,000

Motion: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-36) with 4Leaf, Inc. of Pleasanton, California, for plan check services, in an amount not to exceed $70,000

Motion: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-037) with Interwest Consulting Group of Sacramento, California, for plan check services, in an amount not to exceed $75,000

2. DISCUSSION OF ISSUE:

The City of Turlock has a regular need for plan check services throughout the year. In general, the outside plan check organizations are primarily utilized for large commercial projects that take up significant amounts of staff time which would result in significant delays to other plans within in the plan check process.

Also, in accordance with the Health and Safety Code Section 19837, in the event of an excessive delay, as defined by the Code to be greater than 50 days after the submittal of a complete application to complete the structural building safety plan check of the plans that are suitable for plan checking, the applicant may request the City to employ a private entity to perform the plan checking function subject to certain other restrictions.

On June 10, 2014, the City approved a retainer agreement with Bureau Veritas North America, Inc. to provide professional plan check services. The original agreement was for a two-year term at an amount not to exceed $100,000. This amendment increases the agreement by $25,000 to a new not to exceed value of $125,000. As of this date, a majority of the original $100,000 in funds has been expended out of the Fiscal Year 2014/2015 budget. The $25,000 increase in available funds will be utilized throughout the Fiscal Years 2014/2015 and 2015/2016

On June 10, 2014, the City approved a retainer agreement with 4Leaf, Inc. to provide professional plan check services. The original agreement was for a two-year term at an amount not to exceed $50,000. This amendment increases the agreement by $20,000 to a new not to exceed value of $70,000. As of this date, a majority of the original $50,000 in funds has been expended out of the Fiscal Year 2014/2015 budget. The $20,000 increase in available funds will be utilized throughout the Fiscal Years 2014/2015 and 2015/2016.

On June 10, 2014, the City approved a retainer agreement with Interwest Consulting Group to provide professional plan check services. The original agreement was for a two-year term at an amount not to exceed $50,000. This amendment increases the agreement by $25,000 to a new not to exceed value of $75,000. As of this date, a majority of the original $50,000 in funds has been expended out of the Fiscal Year 2014/2015 budget. The $25,000 increase in available funds will be utilized throughout the Fiscal Years 2014/2015 and 2015/2016

The changes to the agreements are a direct result of the significant commercial projects that the Building Department has been processing and the Building Department's increasing workload due to the total volume of permits increasing to a point where it is difficult for staff to maintain the goal of a maximum plan check time of four weeks,. Therefore, the outside plan check consultant services are being utilized much more frequently than originally conceived. Consequently, the contract amounts are rapidly being expended.

Therefore, in order to continue to serve the public and meet the standards set forth, the agreements must be increased to a sufficient amount that will allow continued access to outside plan check services.

Budget line number 405-40-405.43260, "Plan Check Services," will be utilized for the various projects reviewed under these contracts.

3. BASIS FOR RECOMMENDATION:

A. Retainer agreements allow for special services to be provided on an as-needed basis in a quick and efficient manner.

B. All contracts and contract amendments must be approved by the City Council.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

4. FISCAL IMPACT / BUDGET AMENDMENT:

The increase in maximum compensation allowed under these Retainer Agreements will be absorbed by the various projects that utilize these services.

Fiscal Impact $70,000, 405-40-405.43260 Plan check services
No General Fund money will be used for these services

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject approval of these amendments. This is not recommended by Staff as these consultants provide services required for expedient plan checking. A rejection of these amendments would require a separate Request for Proposal process which would take months to complete with the expenditure of a significant amount of staff time and cause delays to development projects.

AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
Bureau Veritas North America, Inc
for
Plan Check Services

THIS AMENDMENT, dated November 18, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Bureau Veritas North America, Inc**,. (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated June 10, 2014 whereby CONTRACTOR will perform Plan Check Services (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 4 of the Agreement is amended to read as follows:

> "4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Twenty-Five Thousand and No/100^{ths} Dollars ($25,000) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed One Hundred Twenty-Five Thousand and No/100^{ths} Dollars ($125,000). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

4. All other terms and conditions of the Agreement shall remain in full force and effect.

OK for Agenda

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: _____

Print Name:_____

Title: _____

Date: _____

EXHIBIT "A"

Proposal

Building Plan Check Services

April 22, 2014

City of Turlock
Development Services Department
156 South Broadway, Suite 130
Turlock, CA 95380

Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Sacramento, CA 95834
(916) 725-4200
www.us.bureauveritas.com

April 22, 2014

City of Turlock
Development Services Department
Attn: Eric A. Picciano, P.E., Chief Building Official
156 South Broadway, Ste 130
Turlock, CA 95380

Re: Qualifications - Building Plan Check Services

Dear Mr. Picciano,

Bureau Veritas has provided Building Safety Services to over 100 California agencies, including the City of Turlock and nearby agencies, and we are keenly aware of the desire for **high quality customer service, timely reviews, reliability, responsiveness** and **cost-effective plan review** solutions. We believe our past experience with the City, as well as our experience providing Building Department support to other local jurisdictions, makes Bureau Veritas the right choice for the City's needs. Because our staff has previously provided the City of Turlock with quality, timely plan check services, we have firsthand knowledge of the high level of service that the City requires. Bureau Veritas offers the optimal solution to deliver quality service:

- ✓ **Unparalleled Building Plan Check Expertise**
  - Past five years have served 100+ California agencies
- ✓ **Established Relationships to Ensure Timely Review, Transparency, & Responsiveness**
  - **Our staff has previously provided the City of Turlock with quality, timely plan check services**
  - Key staff have worked together and with local agencies for numerous years
  - Hands-on building safety experts with decades of plan review experience
- ✓ **Depth of Resources & Close Proximity to Maximize Flexibility & Deliver Quality Service**
  - Long-established Northern California offices specializing in turnkey plan review services
  - Largest and most experienced building safety/code compliance firm in the United States
- ✓ **Electronic Review & Web-Based Document Control Best Practices to Consistently Meet Turnaround Schedules & Streamline Communication**
  - Award-winning web-based plan review and inspection tracking and archiving system - **GreenVISION**
  - Electronic plan review provided for 60+ agencies

Bureau Veritas is committed to achieving your building plan check and inspection goals through the utilization of highly qualified personnel. We are excited to work with you and your staff to exceed your service-level goals.

Please contact me using the following information regarding this proposal. I will also serve as your local contact regarding any work to be performed for the City.

Michael Vieira, CBO
Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Tel: (916) 725-4200
Fax: (916) 725-8242

Firm Background

As the **largest provider of Code Compliance Services in the United States**, Bureau Veritas North America Inc. blends the knowledge of your local conditions with a large pool of California licensed or Certified Building Safety Experts equipped to handle all of your Building Department needs. Our locally-based professionals have extensive experience in commercial, residential, industrial, energy, and institutional projects of all sizes and complexities. **We have provided Plan Review, Inspection Services, Specialty Reviews, and Municipal Administrative Support for over 35 years**, which enables us to tailor our solutions specifically to your agency. Our project team can also deliver a comprehensive consulting solution through the provision of program management and engineering construction management, including public works, construction materials testing, quality assurance/quality control inspection, health and safety, environmental engineering, and assessments. This wide array of professional services, backed by many years of combined experience with public sector clients, allows Bureau Veritas to bring you one integrated source to meet all of your needs.

What Sets Bureau Veritas Apart:

✓ **Successful Track Record Throughout Region**

We have the expertise to right-size solutions that match your scope requirements.

- 35 + years building safety experience
- 100 + jurisdictions in California
- Diverse, multi-faceted building structures
- Largest code compliance firm in the United States

✓ **Green Building Expertise**

Bureau Veritas is at the forefront of implementing Green Building Solutions which reduce energy consumption, maintenance and capital costs, environmental impact, and increase occupant comfort and health.

- 1 of 8 approved Certifying Bodies for USGBC
- Completed nearly 1,000 LEED reviews for the USGBC
- Expertise in assisting municipal clients in Green Building Ordinance implementation
- Comprehensive Green Building Services

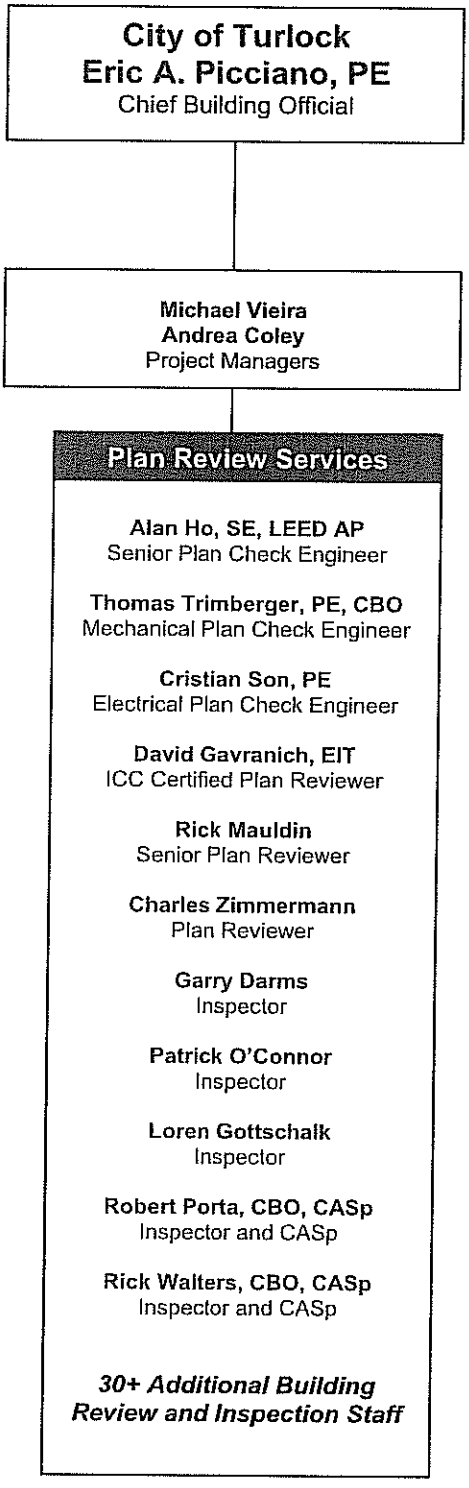
  - Prepare LEED submittal documentation
  - Green building consulting
  - ENERGY STAR verification
  - Energy efficiency audits
  - LEED Pre-submittal Audits
  - Chain of Custody (COC) Certification

The Bureau Veritas Team

The dynamics associated with administering your Building Safety Services places a premium on providing a staff and organization that promotes flexibility, capacity, customer-orientation, continuity, and strong technical competence through the utilization of well-defined best practices to meet changing needs and priorities. Our organizational structure maximizes close communication, rapid response, and accountability of our team working as an extension of your staff.

To ensure that all review and processing aspects are coordinated in a seamless fashion we have assigned key management staff located nearby. **Pete Guisasola** will act as your Principal-in-Charge. Pete brings more than 30 years of Building Department expertise to this role.

In addition, **Michael Vieira and Andrea Coley** will act as the Project Managers and day-to-day contacts to ensure that all plan review is completed on time and to your specifications. Possessing excellent interpersonal skills and a hands-on management approach, Michael and Andrea have Building Department coordination and oversight experience throughout Northern California. Pete, Michael, and Andrea will work closely with our proposed staff to streamline the coordination and review processes.



The chart below enumerates the number of staff people that we have at our immediate disposal by certification and California license type.

License/Certification Type	Number of Employees
Civil Engineer (C.E.)	8+
Professional Engineer (P.E.)	7+
Structural Engineer (S.E.)	5
CASp Specialist	4
ICC Building Official	7
ICC Plans Examiner	8
ICC Accessibility Specialist	5
Fire Plans Examiner	5

We are **committed to the success and continued professional and educational growth of our employees**. We encourage them to attend professional, ICC/ICBO, and CALBO educational classes and training that enhance their expertise and allow them retain current certifications and licenses. Our proposed staff members have a long-established track record serving agencies in the performance of similar services. Resumes of individuals who would be providing services to the City are included here for your reference.

Resumes and Qualifications

Michael Vieira, CBO | Project Manager

Education/Certification:

ICC Certified Building Official

ICC Certified Building Plans Examiner

ICC Certified Building Inspector

ICC Certified Building Plans Examiner CBC

ICC Building Inspector CBC

Professional Affiliations:

Past President, CBOAC

Past President, Sacramento Valley Chapter ICC

Past President and Member of Board of Directors, Sacramento Valley Association of Building Officials (SVABO)

2012 Outstanding Contribution Award (SVABO)

2007 Industry Member of the Year SVABO

Inducted into the CALBO Hall of Fame in 2005

Michael's 32 years of experience includes 25 years of government service enforcing Federal, State, and local construction regulations for residential, commercial, agricultural, industrial, manufactured housing, and accessory structures; 16 years as a Building Official, and 11 years as a FEMA Flood Plain Administrator. He also enforced Williamson Act provisions and Subdivision Map Act regulations pertinent to building construction. His experience includes personnel management, building department budgeting and fee analysis. He has mentored many staff members who have been successful later in their careers as building officials, plans examiners, and state and local inspectors.

Michael received the SVABO Outstanding Industry Member Award in 2007. He was awarded the CALBO Presidents Award in 1998 and inducted into the CALBO Hall of Fame in 2005.

Select Project Experience:

Operations Manager / Senior Plans Examiner
Bureau Veritas North America, Inc.
Sacramento, CA
Provides plan review of commercial, industrial, residential, and agricultural structures for compliance with International and California non-structural code requirements. Reviews include building fire-life safety, energy, electrical, plumbing, mechanical, and accessible code requirements of ICC, Title 24 CCR, and ANSI A117.1. Business and medical office structures experience, general purpose national laboratories, schools, jails, courtrooms, military housing, residential single and multi-family structures, residential master plans, industrial, and agricultural buildings.

Building Official and Plans Examiner
Butte County, CA
Enforced applicable Federal, State, and local construction regulations for residential, commercial, agricultural, industrial, manufactured housing, and accessory structures. Spent 11 years as FEMA Flood Plain Administrator. Enforced certain provisions of the Williamson Act and Subdivision Map Act. Experience in personnel management and building department budgeting and fee analysis.

Building Official and Plans Examiner
Private Sector
Provided plan review for the private sector and provided a building official's perspective and special insight that only many years of enforcement experience could produce. Projects included: the $240M Galleria mall addition and remodel, the South Placer County jail, administration, and minimum security facilities, a one million sq ft distribution center, the construction of commercial office, medical office, restaurant, and mercantile buildings, and review of residential master plans for custom residential structures. Also oversaw construction of four-story hotels and a 150,000 sq ft Casino with a seven-story parking structure.

Andrea Coley | Project Manager

Professional Affiliations:

Sacramento Valley Association of Building Officials (SVABO)

Napa/Solano County Chapter of the ICC

Yosemite Chapter of the ICC

East Bay Chapter of the ICC

Peninsula Chapter of the ICC

CALBO

Andrea has managed inspection staff for the last three years. She is a liaison between Bureau Veritas staff and various Northern California jurisdictions. Andrea's responsibilities include supervision of the day-to-day operations of Bureau Veritas inspection staff who work for various judicious in California. She is responsible for setting up job assignments for our staff to work at City Building Departments as well as establishing and maintaining client relations with the jurisdictions and agencies to ensure that staffing needs are being met by quality and knowledgeable staff.

Select Project Experience:

Building Department Services Manager, Bureau Veritas,
City of West Sacramento, CA
Currently serves as the main point of contact for the City of West Sacramento and the liaison between Bureau Veritas staff and the City. Frequently monitors the needs of the City to ensure that staff is adequately providing services and exceeding the City's expectations. Assists in the management and coordination of both plan review and inspections activities for the City.

Building Department Services Manager, City of Livingston, CA
Managed plan review, inspection and code enforcement staff in the City of Livingston. Ensured that all the City's needs were met and that the service provided to the Building Department exceeded expectations.

Inspection Services Manager, City of Dry Creek Rancheria, CA
Provided inspection management for the Band of Pomo Indian's casino and resort project. The finished project totaled 1.8 million square feet and included a hotel with 480 rooms. The casino contains 2,600 slot machines and has two main card rooms. In addition, the resort includes four restaurants, meeting and convention facilities, two pools, two Jacuzzis, and a full-service health spa. There are also plans for the construction of two nightclubs and two bars. There will be four stories of subterranean parking with 1,700 parking stalls below grade.

Plan Review Services Coordinator,
Cities of Lincoln, Burlingame, and Vallejo, CA
Coordinates with City Building Officials and plan review staff at the above cities to develop systems for plan delivery, tracking, communication, and project review guidelines. Serves as primary point of contact between Bureau Veritas and cities to ensure reviews are completed on time, invoicing is accurate, and that Bureau Veritas is responsive to their needs.

Alan Ho, SE, LEED AP | Structural Plan Review Engineer

Certifications/ License:

M.S., Civil Engineering
B.S., Civil Engineering
Registered Civil Engineer, CA
Structural Engineer, CA
Structural Engineer, FL
Structural Engineer, HI
Structural Engineer, NM
Structural Engineer, AZ
Structural Engineer, ID
Structural Engineer, NV
Structural Engineer, OR
Structural Engineer, UT
Structural Engineer, WA
Structural Engineer, CO
Professional Engineer, AR
Professional Engineer, TX
LEED Accredited Professional
DSA Certified Structural Reviewer
DSA Certified Access Reviewer

Alan is a structural plan check engineer with over 29 years of experience in the industry. He has extensive experience providing plan review for various federal, prison and military buildings and is proficient in ETABS, SAP2000 and STAAD programming. Alan is expertly certified in plan specific calculations, reviews and responses, designing and building water structures and bridges, construction and investigation reporting, along with LEED designing and consulting. Alan also has in depth experience reviewing power generation facility engineering documents. Alan performs extensive structural reviews for superstructures, buildings, foundations, mechanical, electrical, tanks, platform, walkway bridges and stair structures.

Select Project Experience:

Ivanpah Solar Electric Generating System
California Energy Commission / BrightSource Energy
Executes structural reviews for this power plant consisting of three 450-plus feet steel towers to receive the solar power for the generator in the tower. Reviews on the tall tower superstructure, tall vertical concrete walls mass foundations are required. Provided structural plan review for this revolutionary project. Located on 3,600 acres of U.S. BLM managed land in southeastern California, the Ivanpah Solar Electric Generating System (ISEGS) is a 392 MW solar thermal power facility developed by BrightSource Energy. Utilizing BrightSource's efficient and environmentally responsible LPT 550 technology, the project combines innovative solar technology with conventional, off the shelf power components to produce clean, reliable power at scale.

Also performed soil documents review. The primary foundation challenge for this project is a large mat on grade (120'x120'x9' deep) supporting over 440 foot tall steel tower which houses the generator, Tunes Mass Damper System and various equipment. The plant includes three of these towers. Due to the height of the steel tower, a massive, thick mat foundation is required in order to limit the superstructure drift and vibration problems with the help of the Tuned Mass Damper System. In addition, this project includes thousands of drilled pier footings support the fragile curve solar mirrors on steel frames. Standard and shallow spread footings are used for regular industrial building and structures. Seismicity, underground water, soil collapse and chemical corrosions are not severe for this site in the California desert. Borings and tests for underground cables and equipment, soil data/types information in the soil report were reviewed along with site preparation, fill requirements, slopes, dewatering, roadway and parking plans.

Abengoa Mojave Solar Project
California Energy Commission / Abengoa Solar Inc
Performs extensive structural reviews for superstructures, buildings, foundations, mechanical, electrical, tanks, platform, walkway bridges and stair structures. Fast track structural reviews for this medium size power project within very tight schedules for reviews and constructions in less than a year. The plant consists of many tall steel stacks, steel tanks and steel cooling towers, and large foundations and had to be approved in a fast manner.

Thomas Trimberger, P.E., CBO | Mechanical Plan Review Engineer

Certifications/ License:

Registered Mechanical Engineer, CA #M026359

Certified Green Building Professional

ICC Certified Building Official

ICC Mechanical Inspector

ICC Plumbing Inspector

Registered Non-Residential Energy Plans Examiner #NRE-92-1026

Professional Affiliations:

Vice-Chair, California Building Standards Commission 1999-2008

CALBO

Sacramento Valley Association of Building Officials (SVABO)

American Society of Plumbing Engineers

Rancho Cordova Chamber of Commerce

International Code Council (ICC)

National Fire Protection Association

Thomas has extensive experience with more than 21 years in the building and safety industry. He has also been involved with CEC energy standards development for six years and has experience with LEED review. He is a certified Green Building Professional.

Select Project Experience:

Mechanical Plan Check Engineer, Ivanpah Solar Generating Station, BrightSource Energy
Located on 3.60 acres of U.S. BLM managed land in southeastern California, the Ivanpah Solar Electric Generating System (ISEGS) is a 392MW solar thermal power facility. The project uses mirrors to focus the power of the sun on solar receivers atop 460 ft power towers. The complex is comprised of three separate plans and will use BrightSource Energy's LPT 550 technology. The solar arrays consist of thousands of software-controlled mirrors tracking the sun in two dimensions and reflecting the sunlight to a boiler that sits atop a tower. When the concentrated sunlight strikes the boiler's pipes, it heats the water inside to 550°C —more than 1,000° F —creating superheated steam at the temperature necessary to achieve the industry's highest operating efficiencies. This high-temperature steam is the piped from the boiler to a standard turbine where electricity is generated. Construction of the project is anticipated to be completed in the last quarter of 2012.

Mechanical Plan Check Engineer, Genesis Solar Energy
The project consists of two independent solar electric generating facilities with a nominal net electric output of 125 megawatts (MW) each, for a total net electrical output of 250 MW. Electrical power will be produced using steam turbine generators fed from solar steam generators. The solar steam generators receive heated transfer fluid from solar thermal equipment comprised of arrays of parabolic mirrors that collect energy from the sun.

Chief Building Official, City of Rancho Cordova, CA
Oversaw all aspects of building and safety, including plan review, permit issuance, field inspection, complaints and violations, business license inspections, staffing, and budgeting. Responsible for the establishment of the new Building and Safety Department for the City.

Cristian Son, P.E. | Electrical Plan Review Engineer

Certifications/ License:

PE in Electrical Engineering, Romania

CA Registered Electrical Engineer #E-16910

AZ Registered Professional Engineer #51091

HI Registered Professional Engineer #14016

Professional Affiliations:

IEEE

NFPA

Member, Institute of Electrical and Electronic Engineers

Member, National Fire Protection Association

Member, International Association of Electrical Inspectors

Cristian has over 20 years of experience as an Electrical Engineer working on various projects. His experience and training includes electrical plan review for power plants and complex industrial facilties, electrical engineering design for commerical facilities, residential structures, and testing of powered equipment. Cristian performs code compliance plan review services and is skilled in electromechanical power equipment review.

Select Project Experience:

Electrical Plan Check Engineer, Ivanpah Solar Generating Station, BrightSource Energy
Located on 3.60 acres of U.S. BLM managed land in southeaster California, the Ivanpah Solar Electric Generating System (ISEGS) is a 392MW solar thermal power facility. The project uses mirrors to focus the power of the sun on solar receivers atop 460 ft power towers. The complex is comprised of three separate plans and will use BrightSource Energy's LPT 550 technology. The solar arrays consist of thousands of software-controlled mirrors tracking the sun in two dimensions and reflecting the sunlight to a boiler that sits atop a tower. When the concentrated sunlight strikes the boiler's pipes, it heats the water inside to 550°C —more than 1,000° F —creating superheated steam at the temperature necessary to achieve the industry's highest operating efficiencies. This high-temperature steam is the piped from the boiler to a standard turbine where electricity is generated. Construction of the project is anticipated to be completed in the last quarter of 2012.

Electrical Plan Check Engineer, Genesis Solar Energy
The project consists of two independent solar electric generating facilities with a nominal net electric output of 125 megawatts (MW) each, for a total net electrical output of 250 MW. Electrical power will be produced using steam turbine generators fed from solar steam generators. The solar steam generators receive heated transfer fluid from solar thermal equipment comprised of arrays of parabolic mirrors that collect energy from the sun.

Electrical Plan Check Engineer, City of West Sacramento, CA
Provided electrical plan review services to Shell MCC Upgrade, IKEA, PV solar, Emultech Tank Addition, and West Sacramento AFC.

Electrical Plan Check Engineer, City of Burlingame, CA
Provided electrical plan review services to Coffee Shop, TI's, Compassion Center, BMW, a medical building and office, shopping building, fitness room-OSHPD, and a SBX Corridor.

Electrical Plan Check Engineer, City of Turlock, CA
Provided electrical plan review services to a three-story public safety facility.

Electrical Plan Check Engineer, City of Stockton, CA
Provided electrical plan review services to the Pearlman Diesel Fire Pump Retrofit.

David Gavranich, EIT | ICC Certified Plans Examiner

Certifications/ License:

California Engineer in Training # XE103147

ICC Certified Building Plans Examiner

Professional Affiliations:

Structural Engineers Association of Northern California (SEAONC)

David has over 15 years of experience providing structural reviews to a large number of jurisdictions in California and Washington State. He is an Engineer in Training and is an ICC Certified Plans Examiner.

Select Project Experience:

ICC Certified Plans Examiner, Bureau Veritas, Sacramento, CA
Responsible for providing plan review for commercial structural building plans and structural calculations for compliance with the Uniform and California Building Codes. The types of buildings reviewed include single and multi-story wood, concrete tilt-up, CMU, steel, and pre-manufactured steel buildings. David also conducts plan reviews for Power and Energy projects for compliance with the California Building Code. All Power and Energy projects were reviewed using electronic plan review methods.

LEED Reviewer, United States Green Building Council (USGBC)
Responsible for providing Leadership in Energy and Environmental Design (LEED) reviews for building attempting to receive certification. The reviews include new construction and major renovation, core and shell development, and schools. Reviews verify that each building is in conformance with the appropriate LEED reference guides.

Fort Lewis Town Center – Buildings 23 & 24, City of Fort Lewis, WA
Provided structural plan review for the Fort Lewis Town Center – Buildings 23 & 24 located in Fort Lewis, WA. Each building was a four-story; 14,119 square foot mixed used commercial and residential building. The first floor, commercial B occupancy, was constructed of concrete shearwalls, steel framing, and light gauge steel in-fill framing. The upper three floors, residential R2 occupancy, were constructed of wood modular units that were fabricated in a factory and transported to the site via truck and installed by cranes.

Martis Camp Golf Lodge, Town of Truckee, CA
Provided structural plan review for the Martis Camp Golf Lodge located in Truckee, CA. The Lodge is a three-story, 60,388 square foot structure that contains various amenities including men's and women's locker rooms. The challenging foundation was built on a sloping site that consisted of rock. Since the rock was difficult to excavate in multiple areas, many foundations and retaining walls required doweling and pinning into the rock.

Colusa Generating Station, City of Colusa, CA
Provided structural plan review for many types of structures used in the Colusa Generating Station. The type of structures included temporary and permanent buildings and structures, large equipment platforms, cable tray support structures, and industrial type mechanical equipment support structures. The various structures were pre-manufactured steel buildings, pre-fabricated modular buildings, steel framed structures, and concrete.

Rick Mauldin | Senior Plans Examiner

Certifications/ License:

ICC Certified:
Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
California Building Plans Examiner
California Combination Inspector
California Commercial Building Inspector
California Commercial Electrical Inspector
California Commercial Mechanical Inspector
California Commercial Plumbing Inspector
California Residential Building Inspector
California Residential Electrical Inspector
California Residential Mechanical Inspector
California Residential Plumbing Inspector
Combination Inspector
Commercial Building Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Mechanical Inspector
Plumbing Inspector
Residential Building Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
CBC Building Plans Examiner
CBC Commercial & Residential Building Inspector
IAPMO Plumbing Inspector
IAPMO Mechanical Inspector
CPC Commercial & Residential Plumbing Inspector
CMC Commercial & Residential Mechanical Inspector

Rick is a skilled Plans Examiner and Inspector for major multi-discipline and multi-level building projects, known for providing inclusive plan examinations and support to fellow co-workers and various jurisdictional building staff. As a Building Official, Senior Plans Examiner and Senior Inspector, Rick has 37 years of management, inspection, contracting, building inspection, and building code compliance review experience, including experience with both a city agency and the private sector. He has completed complex reviews of a variety of projects including fire stations, indoor and outdoor malls, multi-story parking structures, hotels and motels, various cellular towers, electrical distribution systems, photo voltaic systems, mechanical systems, plumbing systems, multi-level commercial establishments, various restaurants and fast food buildings, medical and dental offices, commercial swimming pools, mixed use occupancy buildings, multi-family buildings, single and multi-level single-family dwellings and site civil review for site accessibility access. He is also extremely organized and professional when managing several large projects and working with clients.

Select Project Experience:

Building Plans Examiner
Bureau Veritas North America, Inc.
2011 - Present
Senior plans examiner responsible for residential, commercial, and industrial plan review of projects throughout California, Washington and Arizona.

City of Roseville, CA
Provides plan review services to the City of Roseville. Projects include restaurant TI, mercantile TI, and other commercial TI projects.

City of Winters
Provides plan review, fill-in building official, and inspection services to the City of Winters. Projects include a new Taco Bell, LDS Church, St. Anthony's Parish, renovations to an existing office building, Dollar General, and others.

Senior Plans Examiner/Senior Building Inspector
Private Sector

City of Lincoln, CA
Provides plan review for residential and commercial projects. Projects include Sorrento Village Plans 1-4, Family Dollar Store TI, Artisan Communities, etc.

Building Official
City of Oroville, CA
Projects of the City of Oroville included a Sonic Restaurant and the Oroville Transit Station.

Charles Zimmermann | Inspector

Certifications/ License:

DSA Inspector Class 3

Army Corps of Engineers Quality Control Manager

ICC Residential Combination Inspector

ICC Building Inspector

ICC California Commercial Building Inspector

IAPMO Plumbing Inspector

IAPMO California Plumbing Inspector

ICC California Commercial Plumbing Inspector

IAPMO Mechanical Inspector

IAPMO California Mechanical Inspector

ICC Mechanical Inspector UMC

California Commercial Mechanical Inspector

Commercial Electrical Inspector

California Commercial Electrical Inspector

CACEO Advanced Code Enforcement Officer

ARC-PSTC Advanced Code Enforcement Officer

ARC-PSTC PC-832

ACI Concrete Field Testing Technician Grade 1

OSHA 510 Certified

Charles is a seasoned professional, with over 25 years experience in the construction industry, 14 years oversight, inspections, and management experience. Certified Combination Commercial Building Inspector, Project Inspector, Quality Control Manager, Construction Manager, and Code Enforcement Officer. With the hands-on experience to be familiar with the inner-workings and materials of residential and commercial construction and the mental acuity to visualize the one-dimensional paper plan as a pre-construction project. Highly motivated, organized, detail oriented, and driven to ensure the safe, timely completion of projects during the construction process.

Select Project Experience:

Bureau Veritas North America, Inc.
Plan Reviewer / Building Inspector
2013
Chuck provides plan review and inspection services for jurisdictions in the Northern California area. He has reviewed plans for the City of Patterson, City of Lincoln, City of Roseville, City of Turlock, and the County of Fresno. In addition, he has provided fill-in inspection services during periods of high activity.

Construction Management
Private Sector
2013 - Present
Provides construction management for multi-family residential structure. Creates and maintains project schedule and provides assistant oversight of project.

Quality Control Manager
909 Vandenberg Dormitory Rehabilitation
April 2013
Quality control manager for the Travis AFB dorm room rehabilitation. Duties included three phases of control; preparatory, initial, and follow-up; observation of material installation, oversight of daily activities with regards to the project, maintaining project documents including federal paperwork, supervising and instructing construction crews at preparatory meetings, and weekly meetings with government officials.

Instructor
Inspection Enforcement Training Institute (LLC)
2013
Instructor for code enforcement and California Building Codes Title 24 Parts 2-5.

Certifications/ License:

ICC Certified Building Inspector 0845072-B5

ICC Certified Mechanical Inspector 0845072-M5

ICC Certified Plumbing Inspector 0845072-P5

ICC Certified Electrical Inspector 0845072-E5

ICC Certified Combination Inspector 0845072-C8

DSA Class 2 #4084

FHA Fee Inspector – P502

Garry Darms | Inspector

Gary has over 20 years of experience as a building inspector in Northern California and the Bay Area. He is a certified Class 2 DSA Inspector and has conducted inspections and plan reviews on various school sites in California. In addition to his experience with DSA inspections, Gary has worked on multi-story, high-rise, shopping centers, apartment buildings, etc. Garry can inspect projects of all sizes and complexities.

Select Project Experience:

Building Inspector
Bureau Veritas North America, Inc.
2013 - Present
Provided fill-in inspection services for jurisdictions in and around the Sacramento area. Assignments include:

City of Napa
Provided fill-in inspections for the City of Napa to assist during staff time off and periods of high activity.

City of Folsom
Provided fill-in inspections for the City of Folsom to assist during staff time off and periods of high activity. Inspections include t-bar, electrical, low voltage, fire alarm systems, outlet mall tenant improvement inspections, framing, m/e/p, foundation, shear, insulation, gas, drywall, and final.

Specific project examples:
Intel TI Computer Clean Room
DR Horton Subdivision
Signature Subdivision

City of Davis
Duties included structural, plumbing, mechanical, electrical and accessibility. Daily inspections encompassed Family Dollar Store, Jamba Juice, water heater and HVAC change outs; re-roofs; additions and pool/spa installations.

Field Inspector
URS Corporation
2011 - 2013
Inspector for the Veterans' Housing Project in Redding, CA - $100 million construction valuation. Duties included close out and punch list as well as consulting for accessibility; Field inspector at the California Health Facility, CA Dept. of Corrections, Stockton, CA - responsible for all inspections on the administration building and family visiting center - $900 Million Project.

Patrick O'Connor | Inspector

Certifications/ License:

Butte College, Building Technology, 1988

Sierra College, Structural Welding, 2005

ICC Certified Building Inspector, 0848389-B5

AWS 3-G Vertical up 7018 Rod

AWS 4-G Overhead 7018 Rod

Patrick has over 20 years of experience in the building and safety industry. He has extensive experience working with the general public, designers, and contractors throughout the life of a project. He can quickly and effectively adapt to any situation or change in job tasks that may arise. In addition to his experience providing inspection and plan review services, he has knowledge and skills in structural welding and fabrication.

Select Project Experience:

Building Inspector and Plans Examiner
Bureau Veritas North America, Inc.
2013 - Present
Provided inspection services to clients in Northern California. Currently inspects military housing located on Beale Air Force Base. Inspections consist of rehabilitation of multi and single family housing.

Provides building inspection services to the City of West Sacramento. Projects include multi-family residential, single family residential, mixed use, commercial retail, commercial office, etc.

Building Inspector and Plans Examiner
City of Rocklin
1989-2009
Worked as a building inspector II for 17 years at the City of Rocklin. Additionally worked for 5 years as Plans Examiner II. Has extensive knowledge of blue prints and plan layouts. Prepared reports and correspondence, processed and issued permits, investigated complaints of code violations, etc. Worked with the public on a regular basis and acquired excellent skills to work with contractors. Provided mentoring to new inspectors at the City as well as organizing and teaching code workshops for local contractors.

Certifications/ License:

ICC Certified Building Inspector

ICC Certified Building Plans Examiner

ICC Certified CA Building Plans Examiner

ICC Certified CA Combination Inspector

ICC Certified CA Commercial Building Inspector

ICC Certified CA Commercial Electrical Inspector

ICC Certified CA Commercial Mechanical Inspector

ICC Certified CA Commercial Plumbing Inspector

ICC Certified CA Residential Building Inspector

ICC Certified CA Residential Electrical Inspector

ICC Certified CA Residential Mechanical Inspector

ICC Certified CA Residential Plumbing Inspector

ICC Certified Building Official

ICC Certified Combination Inspector

ICC Certified Combination Inspector- Legacy

Loren Gottschalk | Inspector

Loren has over 25 years of experience in the construction industry working as an inspector and a contractor. His professionalism and knowledge of current codes enables him to provide quality inspection services along with exceptional customer service. Some experience includes remodels, new residential construction, commercial tenant improvements, and new commercial construction.

Select Project Experience:

Combination Inspector
Bureau Veritas North America, Inc.
2011 - Present

City of Davis, CA
2013 - Present
Currently provides daily inspections for the City of Davis. Projects include single family residential, multi family residential, commercial retail, commercial office, etc.

City of Napa
2012 - Present
Provides fill-in building inspection services to cover for staff vacations and peak workloads. Inspects residential and commercial structures for compliance with all applicable building codes and local ordinances. Fill-in inspections enable the City of Napa to continue to provide a high level of customer service and ensure that construction schedules were not impacted.

Provided inspection services for the Century Theater project. The new theater features 12 movie screens and over 2,000 stadium seats. Each screen is wall-to-wall and floor-to-floor, digital projection, custom sound, 3-D capability, and online ticketing options. The largest of the 12 screens seats 300 while the smallest seats about 100. The theater achieved LEED certification and included green features such as cisterns to collect rain water, LED lighting, electric vehicle charging and recycling stations. The theater also includes a wine bar, mini lounge, Starbucks cafe, and a self-serve concession area.

Thunder Valley Casino, CA
2012
Provided inspection services for several projects at the Thunder Valley Casino. Projects include: Casino Buffet Renovation, Holiday Tent, High Stakes TI, and Internal TI.

Robert Porta, CBO, CASp | Inspector and CASp

Certifications/ License:

DSA CASp-430

ICC Certified:
Building Inspector
Building Plans Examiner
California Building Plans Examiner
California Combination Inspector
California Commercial Building Inspector
California Commercial Electrical Inspector
California Commercial Mechanical Inspector
California Commercial Plumbing Inspector
California Residential Building Inspector
California Residential Combination Inspector
California Residential Electrical Inspector
California Residential Mechanical Inspector
California Residential Plumbing Inspector
Certified Building Code Official
Certified Building Official
Combination Inspector - Legacy
Commercial Combination Inspector
Electrical Inspector
Mechanical Inspector
Mechanical Inspector UMC
Plumbing Inspector
Plumbing Inspector UPC
Prestressed Concrete
Special Inspector-Legacy
Reinforced Concrete Special Inspector-Legacy
Residential Combination Inspector

Special Inspector - Legacy - 1997 UBC and 2000 IBC

Official - Advanced Level
Registered Disaster Service Worker
Class B California Contractor's License

Robert, or "Bob" has over 38 years of experience in the building trades, with over 24 years as a Building Official, Plans Examiner, and Supervising Building Inspector. He is certified in virtually all phases of building inspection by national and international organizations. He has a proven track record in supervision and is able to manage an operation in an efficient and cost effective manner. Additionally, Bob can communicate effectively, using oral and written methods, with customers, peers, superiors, and subordinates.

Select Project Experience:

Building Official, Senior Plans Examiner, Senior Building Inspector Bureau Veritas North America, Inc.
2012-Present

Provide a wide range of services through BVNA for jurisdictions throughout California. Some projects include:

City of Patterson - inspections of a Super Walmart
City of Patterson - plan review and incpection for various projects
Thundervalley Casino - buffett inspections
Town of Loomis - plan review and inspection
City of Burlingame - plan review
Cities of Napa - fill in inspections
Folsom - fill in inspections
City of Anderson - plan review and inspection

Project types include new single family residential, new multi-family residential, existing single family residential, existing multi-family residential, new commercial, commercial TI, industrial, etc.

Building Official, Senior Plans Examiner, Senior Building Inspector
Private Sector
2006-2012
Provided services to several jurisdictions in California. These assignments included:
City of Patterson - Interim Building Official
City of Lathrop - Interim Building Official
Tehama County - Assistant Building Official
City of Anderson - Senior Building Inspector
CSU Chico - Inspector of Record for Sutter Hall
UC Davis - Inspector of Record for Hyatt Place Hotel
Plan Review Services - Commercial and residential structures for projects including distribution centers, master plans for residential projects, TI's, additions, and remodels.

Plans Examiner and Supervising Building Inspector
County of Nevada

Certifications/ License:

ICC Certified:
Building Inspector
Building Plans Examiner
California Building Plans Examiner
California Combination Inspector
California Commercial Building Inspector
California Commercial Electrical Inspector
California Commercial Mechanical Inspector
California Commercial Plumbing Inspector
California Residential Building Inspector
California Residential Electrical Inspector
California Residential Mechanical Inspector
California Residential Plumbing Inspector
Certified Building Code Official
Certified Building Official
Combination Inspector
Combination Inspector - Legacy
Electrical Inspector
Mechanical Inspector
Mechanical Inspector UMC
Plumbing Inspector
Plumbing Inspector UPC

DSA - CASp 439

LEED Accredited Professional - BD+C

Rick Walters, CBO, CASp, LEED AP BD+C | Inspector and CASp

Rick has over 35 years of experience in the construction industry with over 20 of those years in the Building Inspection industry. Rick has experience as a building official and inspector, inspecting all types of construction and occupancy types. He has provided services in disaster zones for flood and wild fires. Additionally, Rick is experienced in inspection management, council meetings, field inspections, permit tracking and issuance, record keeping, construction techniques, and office procedures.

Select Project Experience:

Inspection Services
Bureau Veritas North America, Inc.
2012 -Present

Fill-In Building Inspection Services
City of Sacramento

Fill-In Building Inspection Services
City of West Sacramento

Inspector
Dry Creek Rancheria Gaming

Inspector
Western Group Housing
Beale Air Force Base
Rick provides full inspection services for military housing at Beale Air Force Base. Inspections of single family homes and duplexes include foundation, framing, mechanical, plumbing, electrical, and final inspections. Daily and weekly reports are compiled listing any deficiencies or items needing repair/replacement.

Fill-In Building Inspection Services
Various Locations in Northern California
Rick provided fill-in building inspection services during staff vacations, sick-time, and periods of high-workload for:
West Sacramento
Lincoln
Folsom
Napa
Inspected residential and commercial structures for compliance with all applicable building codes and local ordinances.

Building Inspection Services Manager
City of Woodland
2008 - 2011
Oversaw the inspection program for the City of Woodland. Managed and directed the inspectors on staff as well as performed inspections for residential, commercial, and industrial facilities.

Plan Review Experience & Expertise

Bureau Veritas staff has completed plan review and other services for a vast variety of projects that include:

- ✓ ***Multi-story office buildings***
- ✓ ***Big box stores***
- ✓ ***Medical offices***
- ✓ ***Residential projects; both production housing tracts and custom homes***
- ✓ ***Shopping centers***
- ✓ ***Industrial projects***
- ✓ ***Parking structures***
- ✓ ***Tenant improvements***
- ✓ ***Sports complexes***
- ✓ ***Residential projects including production housing tracts and custom homes***

Bureau Veritas has reviewed several projects for the City of Turlock. Some projects include:

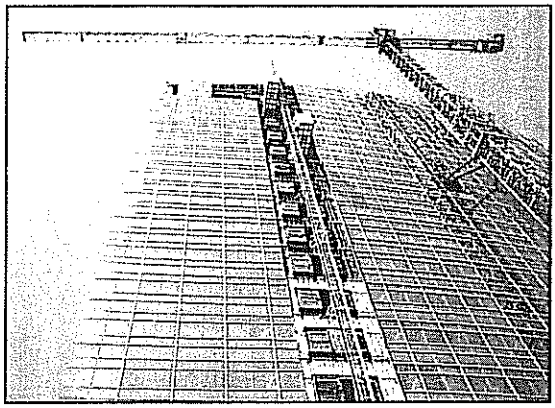
- ✓ ***Legends North Master Plans***
- ✓ ***Turlock Gospel Mission***
- ✓ ***Dick's Shell and Tenant Improvement***
- ✓ ***Blue Mountain Homes Master Plans***
- ✓ ***Recycling Storage Container***
- ✓ ***Sikh Temple Addition***
- ✓ ***Shoppes at Monte Vista***
- ✓ ***Carnegie Arts Center***
- ✓ ***CVS Pharmacy Building***
- ✓ ***EMC Women's Center***
- ✓ ***International Banquet Hall***
- ✓ ***Parking Structure Expansion***
- ✓ ***Restaurant Tenant Improvements***

In addition to the main scope of this proposal, Bureau Veritas has a vast network of resources and services related to building safety which can be accessed by the City for special projects or City-owned buildings. If requested, our team can be available to perform:

- ✓ Expedited services
- ✓ Preliminary pre-permit meetings and review
- ✓ Phased submittals
- ✓ Disaster recovery
- ✓ Safety assessment
- ✓ Process improvements
- ✓ Erosion hazards
- ✓ Public works review
- ✓ Code enforcement
- ✓ Inspection services
- ✓ Construction management (i.e. certified deputy inspection)

Bureau Veritas can also provide solutions or procedures that can mitigate hazards, a forensics team of inspectors to inspect for mold and structural problems, among other issues, and an elevator safety team to inspect elevators and assist in developing and implementing safety procedures for their operation.

Select Service History



Project Distinctions:

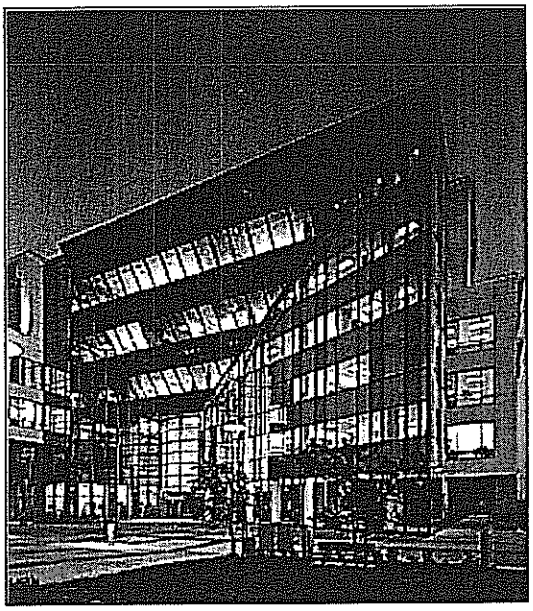
- ✓ **'Team-build' Approach to Reduce Planning and Construction Time**
- ✓ **LEED Certified Building**
- ✓ **Included Office Tower and Parking Structure Construction**

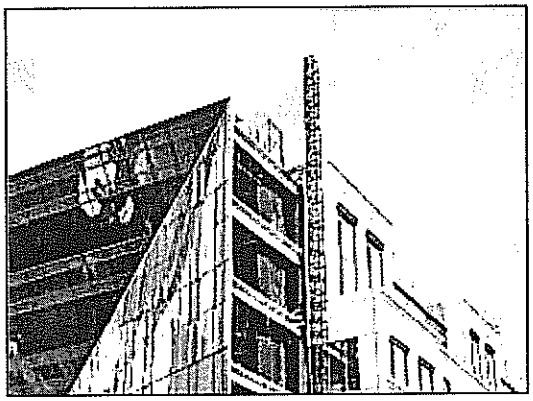
CALSTRS
WEST SACRAMENTO, CA

Services Provided
Building and Civil Plan Review — Building Inspection
Fire Plan Review & Inspection

CalSTRS, the provider for retirement related benefits and services to teachers in public schools and community colleges, has recently completed a new headquarters building in West Sacramento. The building consists of a 13-story office tower above two floors of public space and is 409,000 square feet. The building includes a member reception area as well as meeting, counseling training, conference, and storage and work rooms. There are more than 1,250 work stations and a teacher's retirement meeting room. Also included in the project was a five-level, 1,000 space parking structure. The final project cost equaled more than $270 million.

The building was constructed with the use of high performance sustainable architecture and is LEED certified, making it one of the region's most energy efficient buildings. In addition, the construction utilized a 'team-build' approach to enable simultaneous development and construction in order to reduce planning time as well as development and construction costs.





Project Distinctions:

- ✓ **Responsiveness to design-build construction goals**
- ✓ **Electronic plan review**
- ✓ **BV*net* project management tool**
- ✓ **Specialties for renewable energy projects**

SOLANO COUNTY GOVERNMENT CENTER, CA
SOLANO COUNTY, CA

Services Provided

Building Plan Review — Inspection Services
Deputy Building Official

Bureau Veritas has provided building plan review, Deputy Building Official, and inspection services for the Solano Government Center. This project has occurred in multiple phases and consists of several projects including:

Government Building

This six-story office building serves nearly 800 County workers. With multiple occupancies within the 300,000 square foot, Type 1, AFES, Fire Resistive structure, this type of construction is the highest standard required by the ICC and exceeds FEMA 353 Criteria.

Parking Structure

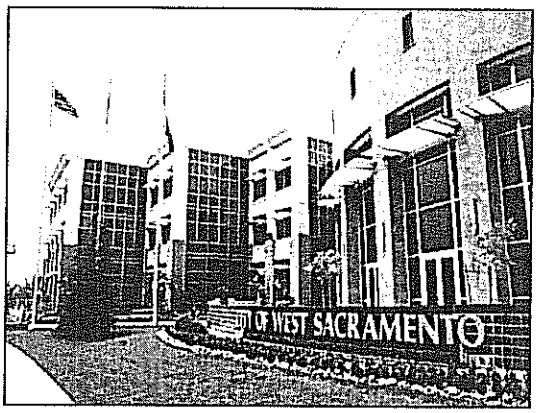
This is a five-story, 300,000 square foot, Type I, AFES, open parking garage that can accommodate more than 1,000 vehicles. It includes the secured storage for Solano County Sheriff and Police patrol vehicles.

Cogeneration Plant

This plant provides electrical distribution and heating and cooling water systems. This 30,000 square foot building serves more than eight facilities in the Fairfield area.

Health & Social Services Building

This remodel is of the existing 65,000 square foot Health & Social Services facility at the County's Vallejo government campus. The concrete building remodel involves ADA and life-safety upgrades, new MEP systems and new finishes throughout.



CITY HALL
WEST SACRAMENTO, CA

Services Provided
Building Plan Review — Building Inspection
Fire Plan Review & Inspection

This landmark building in the City of West Sacramento has set the tone for the revitalization of West Capitol Avenue, the City's main thoroughfare. Since completion, it has become the stabilizing force in the constantly changing demographics along West Capitol. This project came in on time and under budget with the help of our plan checkers and inspectors becoming an integral part of the construction team.

Project Distinctions:

- ✓ **Project Completed On Time and Under Budget**
- ✓ **Unique Construction Requirements**

IKEA STORE
CITY OF WEST SACRAMENTO, CA

Services Provided
Building Plan Review — Inspection Services
Fire Plan Review & Inspection

This 330,000+ square foot retail facility opened in March 2006. It has a complicated exiting plan, many mixed uses, and is designed with strict European guidelines that do not always match Title 24 requirements. IKEA has a supervised children's play center, 60 room settings, four model homes, and a Swedish restaurant. Construction of the massive facility was completed in just less than one year.

Project Distinctions:

- ✓ **Combination of Strict European Building Guidelines with Title 24 Requirements**
- ✓ **Construction Completion Prior to Forecasted Timelines**

RIVERFRONT BUILDINGS
CITY OF NAPA, CA

Services Provided
Building Plan Review

Bureau Veritas has provided plan review services for the City of Napa for several large, medium, and small sized projects. One of the larger projects that Bureau Veritas reviewed was for the Riverfront Buildings. The two Riverfront Buildings totaled over 153,000 square feet and nearly $12.5 million. The larger of the two buildings was a mixed use residential and retail building while the second was designed and built for office and retail uses.

Project Distinctions:

- ✓ **Mixed Use Retail and Residential Building**
- ✓ **Challenging Construction Location**

Alternative Means & Materials / Modifications to Code Requirements:

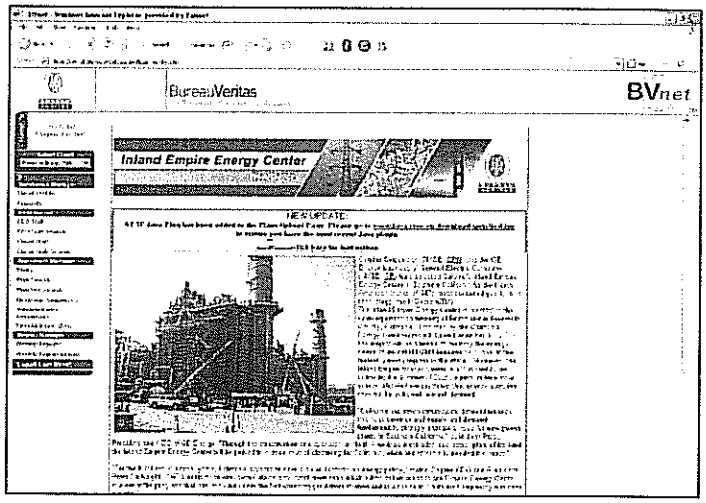
It is our intention to consistently exceed expectations for plan review turnaround times while assuring continuous quality and reasonable implementation of the state codes and any local amendments. Our staff is available to consult with the Building Official or their designated representative on any areas of the code requiring interpretation or where alternate methods are being proposed and considered.

Delivery Method:

In order to eliminate shipping delays and expedite the review process, we encourage you to utilize our innovative electronic plan review approach. In order to meet the needs of the City and its publics, we will provide overnight delivery of completed construction documents via OnTrac at no additional cost to the City.

Electronic Administrative Support System:

Bureau Veritas is a nationally recognized leader in electronic submittal and review processes, with numerous national awards. We developed BV*net*; a web based electronic system that is easily customized to client needs. BV*net* has the capability to digitize the entire plan review and inspection process, saving precious time and costs. The BV*net* demo can be accessed at https://bvnet.bureauveritas.com/edsa/.



Submittals of electronic documents and drawings, review and comments, status, project photos, authenticated approvals, certificates, and other project/contract data can be securely accessed by clients, jurisdictions, partners, and employees at relevant stages of the project.

- Nationally recognized leader in electronic submittal and review
- Award winning solution utilized by 60+ agencies for more than $5 billion of construction work
- Delivers a "green" solution
- Promotes transparency
- Provides 24/7 real time access to information
- Builds consensus

"By using Acrobat to digitally sign Adobe PDF files, we can reliably monitor if any unapproved changes were made to engineering plans." – *Kelly Zullig, CBO Coordinator, Bibb & Associates, California, USA*

Benefits to the City of Turlock

- A paperless solution – available anytime, anywhere
- Improved project management and communication
- Delivers online reports and other data as required by the project
- Simplifies administrative procedures and streamlines communications
- No expensive hardware or software requirements or extensive training

If the City chooses to use its own enterprise solution, Bureau Veritas can work with your IT group to help set up a program using your existing permit issuance software. **Our GreenVISION program has been used by 60+ clients for over $5 billion of construction work** since its inception. The **GreenVISION** program was an **Adobe award winner in 2007, 2008, and 2009**, and named Bureau Veritas as a customer success story of the year for implementation. Consulting Engineers and Land Surveyors of California gave this program the **Engineering Excellence Merit Award.** The program combines five years of know how and pdf software to collaborate with the design engineers through the review and comment period during the plan review process. **The Green VISION program will save the applicant and the City time and money!**

"We can more efficiently handle documents in Adobe PDF than manage blueprints on paper."
– Alan Colton, Project Manager, San Diego Gas & Electric

Fees

Our pricing reflects our commitment to the success of your City by helping you maintain significant quality and cost saving benefits moving forward. These include:

- Reduced plan review turnaround times
- Implementation of established electronic plan review processes
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Highly qualified staff compensated commensurate with their duties and responsibilities
- Confidence of working with a well-established consultant in business for 180+ years

All services will be conducted at the rates shown in the table below and **will include all submittals until plans are approved.**

Building valuation up to and including $1,000,000	70% of City's plan review fee*
Building valuation greater than $1,000,000	65% of City's plan review fee*
Structural plan review only	40% of City's plan review fee*

**City plan review fees based on new construction fee table, tenant improvement project table, and survey items fee table as approved and adopted by the City of Turlock on January 22, 2013 and effective on March 25, 2013.*

The fee for expedited plan review will be $125/hour.

Hourly rates for project personnel are outlined below:

Staff Level Classifications	Hourly Billing Rate*
Plan Review Engineer/Architect	$105
Supervising Inspector	$95
Senior Plans Examiner	$95
Fire Plan Review	$95
Fire Inspections	$90
CASp Specialist	$90
Plans Examiner	$85
Code Enforcement Officer	$75
Inspector II	$75
Inspector I	$70
Permit Technician	$60
Clerical Support	$55

Review of deferred submittals, revisions to approved plan sets and the review and recommendations of alternate means and methods will be completed at hourly rates.

*Rates are valid from April 1, 2014 to June 30, 2015. Bureau Veritas will review hourly rates with the City in the event of a contract extension.

Basic Reviews

If the review is completed and returned to the City in 1 to 5 days in excess of the due date, a 5% reduction in the cost to the City shall be provided. If the review is completed and returned to the City in 6 to 10 days in excess of the due date, a 10% reduction in the cost to the City shall be provided. If the response time exceeds 10 days in excess of the due date, the plan review shall be completed at no cost to the City.

The response time for more complex projects as determined by the City may be negotiable.

Expedited Reviews

If the review is completed and returned to the City in 1 to 5 days in excess of the due date, a 15% reduction in the cost to the City shall be provided. If the review is completed and returned to the City in 6 to 10 days in excess of the due date, a 25% reduction in the cost to the City shall be provided. If the response time exceeds 10 days in excess of the due date, the plan review shall be completed at no cost to the City.

The response time for more complex projects as determined by the City may be negotiable.

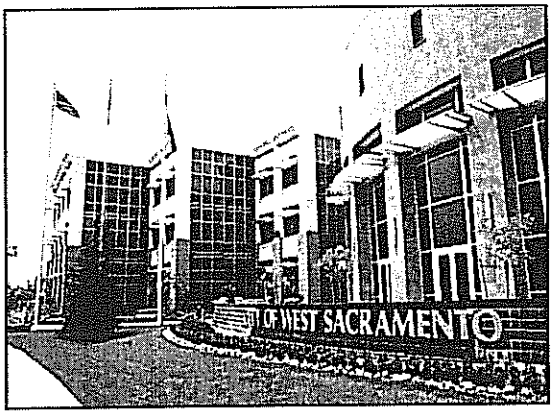
Overtime and subcontractor charges:

Overtime will be charged at one hundred fifty percent (125%) of the hourly rates stated above. No overtime will be charged without prior consent from the City.

Reimbursement for daily job miles will be at the current IRS per mile rate.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective April 1, 2014 to June 30, 2015, and may be adjusted thereafter in consultation with the City.

Firm References



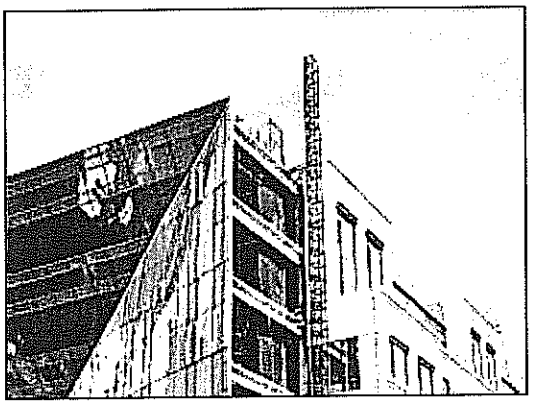
CITY OF WEST SACRAMENTO

Contact:
Randy Goodwin, Chief Building Official
1110 West Capitol Ave. 2nd Floor
West Sacramento, CA 95691
(916) 617-4645

Date of Services
1998 – Present

Services Provided:
Plan Review, Inspection, Permitting, Fire Plan Review and Inspection, Co-Building Official

"The **Bureau Veritas staff is open, responsive, professional, informative, and totally committed to customer service.** The West Sacramento Bureau Veritas staff is an indistinguishable part of the West Sacramento team. Their work is a **perfect fit** for the problem solving 'can-do' ethic of West Sacramento staff and residents." – *Randy Goodwin, AIA, LEED AP, Building Official, City of West Sacramento*

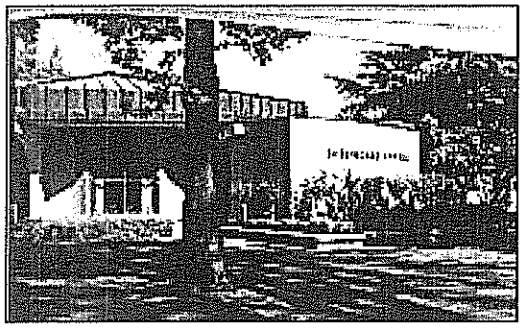


SOLANO COUNTY

Contact:
David Cliche, Chief Building Official
675 Texas Street, Suite 5500
Fairfield, CA 94533
(707) 374-2205

Date of Services
2003 – Present

Services Provided:
Plan Review, Inspection, Delegate Chief Building Official Duties, SWPPP Monitoring, BV*net* Document Control and Project Management



CITY OF BURLINGAME

Client
Joseph Cyr, Chief Building Official
Community Development Department,
Building Division
501 Primrose Road
Burlingame, CA 94010-3997
(650) 558-7260

Date of Services
2003 – Present

Services Provided:
Plan Review

"Excellence in customer service is a hallmark of the City of Burlingame. **Bureau Veritas** participates in that tradition of excellence by providing **thorough, on-time reviews** of plans for compliance with the California Building Codes. Over the years Bureau Veritas has become part of the Burlingame team."
– Joseph Cyr, Chief Building Official, City of Burlingame

Availability to City Staff

Bureau Veritas guarantees quality customer service and will respond **within 1 business day** to any questions from the City that may be generated during the post plan check permitting process and/or field inspection for each plan review completed by our team. We are available to discuss projects and technical data with the City staff, design team and/or construction team at no additional cost to the City for projects paid on a percentage basis.

If requested, we will communicate with permit applicants and design professionals. However, we understand that all communication will be coordinated with a representative from the City.

Plan Review Response Times

The response times to complete plan reviews and return a list of comments or approval to the City are outlined below by type of service (basic or expedited) and plan review project type. You will see that **we are cutting all the standard plan review turnaround times** established by the City in order to provide your Development Services Department with the best service available.

Type of Service	Project Type	Turnaround Time
Basic	First plan review – Large projects	12-15 business days
	Subsequent plan review submittal- large projects	5 business days
	First plan review submittal- small and medium sized projects	10 business days
	Subsequent plan review submittal- small and medium sized projects	5 business days
Expedited	First plan review – Large projects	7 business days
	Subsequent plan review submittal- large projects	3 business days
	First plan review submittal- small and medium sized projects	5 business days
	Subsequent plan review submittal- small and medium sized projects	3 business days

All plan review corrections lists will be provided to the City in an electronic format or other means requested by the Chief Building Official.

Wet signed/stamped approved plans will be provided to the City.

COPY

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Bureau Veritas North America, Inc
for
Plan Check Services

THIS AGREEMENT is made this 10th day of June 2014 by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Bureau Veritas North America, Inc**, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Plan Check Services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: CONSULTANT shall perform structural and nonstructural building plan review services as proposed in Exhibit "A" and shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession. CONSULTANT shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One hundred Thousand and 00/100^{ths} Dollars ($100,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty-four months (24) beginning July 1, 2014 and ending June 30, 2016, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT 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 CONSULTANT, 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 for ongoing

operations and 20 37 for products/completed operations), 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) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT 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. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: $1,000,000 per claim.

(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) CONSULTANT 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 CONSULTANT, 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 CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT'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 this Agreement, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(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) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) 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 CONSULTANT'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT 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 CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT 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.

7. INDEMNIFICATION: CONSULTANT 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 CONSULTANT, 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.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or

theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the

requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be

required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this

Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: **BUREAU VERITAS NO AMERICA**
180 Promenade Circle, Suite 150
Sacramento, CA 95834
PHONE: (916) 725-4200
FAX: (916) 725-8242

for CITY: **CITY OF TURLOCK**
ATTN: Mike Pitcock
Engineering Division
156 South Broadway, Suite 150
Turlock, California 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Bureau Veritas No America
180 Promenade Circle, Suite 150
Sacramento, CA 95834

By: _____

Title: _____

Print name: _____

Date: _____

AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
4Leaf, Inc
for
Plan Check Services

THIS AMENDMENT, dated November 18, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **4Leaf, Inc.** (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated June 10, 2014 whereby CONTRACTOR will perform Plan Check Services (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 4 of the Agreement is amended to read as follows:

> "4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Twenty Thousand and No/100^{ths} Dollars ($20,000) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Seventy Thousand and No/100^{ths} Dollars ($70,000). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

4. All other terms and conditions of the Agreement shall remain in full force and effect.

OK for Agenda

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

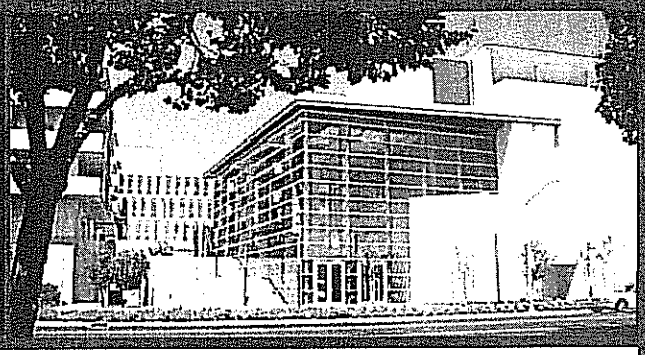
_____

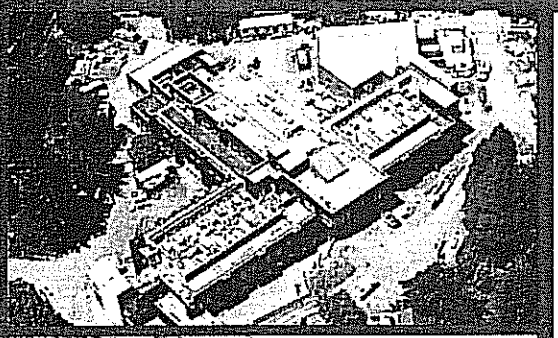
By: _____

Print Name:_____

Title: _____

Date: _____





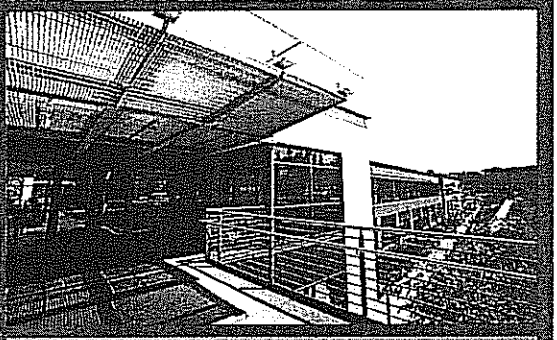


EXHIBIT "A"

PROPOSAL TO PROVIDE

BUILDING PLAN CHECK & INSPECTION SERVICES

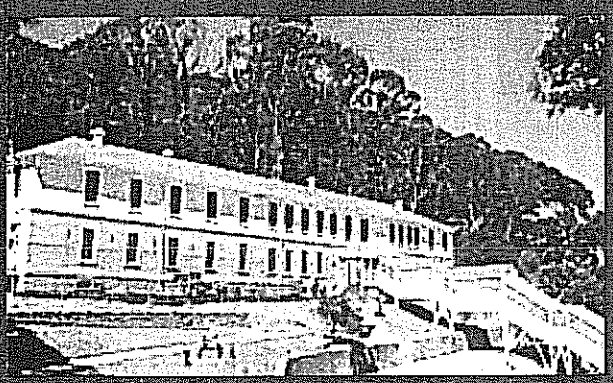
FOR THE

CITY OF TURLOCK
156 S. BROADWAY, STE. 130
TURLOCK, CA 95380

ATTN: ERIC PICCIANO, P.E.

April 9, 2014
Provided By:

4LEAF, INC.
ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK



City of Turlock
156 S. Broadway, STE 130
Turlock, CA 95380
Attn: Eric Picciano, P.E.

April 9, 2014

RE: Proposal to Provide Building Plan Check and Inspection Services to the City of Turlock

Dear Mr. Picciano:

4LEAF, Inc. (4LEAF) is excited to have the opportunity to present our proposal to provide Plan Check and Inspection Services to the City of Turlock. 4LEAF is the ideal choice for the following reasons:

☑ **Local Experience**
4LEAF was established in 1999 and incorporated in 2001 and is a full-service engineering firm specializing in providing plan review, building and fire inspection, and building department management services. Currently, we are supplying similar services to nearly 100 public agencies throughout California including the nearby municipalities such as the City of Stockton, Tracy, Lathrop, Brentwood, Livermore, Turlock, and the Counties of San Joaquin and Stanislaus.

☑ **Depth of Resources**
Regardless of the type of personnel you are looking for, 4LEAF has the depth of resources to provide **local** staff on short notice. 4LEAF has a proven track record of providing inspectors, permit technicians, and plan review engineers typically **within 24 hours of request.** 4LEAF has the **largest inspection pool** in the industry and has the desire to serve any building inspection or plan review needs the City of Turlock may have, regardless of duration. The City of Turlock will have access to 4LEAF's comprehensive plan review team which includes Engineers, Architects, Fire Inspectors / FPE's, and ICC-Certified Plan Review staff.

☑ **Service Oriented**
4LEAF is the Building & Safety industry's leader in customer service programs. 4LEAF's Plan Review Services include:

- Structural Engineers and mechanical/Electrical/Plumbing Plan Review Staff
- Fire Review
- Less than 24 hour personal pick-up and delivery of all plan reviews performed off site
- Electronic plan review services / expedited plan review services
- Hourly plan review
- Special negotiated discounted rates for large/complex reviews
- Immediate response from 4LEAF's project manager or management team on all questions and requests

☑ Large Building Inspection Project Staffing

4LEAF has the largest group of building inspectors in Northern California. We currently manage four large contracts with large inspection teams of approximately ten or more staff. Some of these inspection contracts also comprise of plan review. The agencies include:

- State of California Departments of Parks and Recreation
- City of Dublin
- City of Palo Alto
- City of Cupertino

☑ Continuity

While much of the Building Safety Services industry has seen tremendous turnover, 4LEAF has maintained much of its core operation including the majority of our plans examiners, engineers, and building inspection staff. 4LEAF principals and project managers have the experience to handle any requests. You can be confident that you will be dealing with Management staff that understands your department and service protocols.

4LEAF looks forward to the opportunity to serve the City of Turlock. Should you have any questions, I may be reached at the office at (925) 462-5959 or on my cell at (925) 580-4055. I may also reach me via e-mail at ctole@4leafinc.com.

Sincerely,
4LEAF, Inc.

Craig Tole
Director of Development Services

Section 1 – Firm Qualifications

4LEAF, Inc. (4LEAF) is a locally owned and operated firm with offices throughout Northern California. **4LEAF was established in 1999 and incorporated in 2001** by experienced Engineers with a focus on providing Plan Review and Building Inspection Services to municipal building departments combined with the goal of setting the industry standard for excellent customer service. 4LEAF has **more than 140 personnel** spread throughout California, Nevada and Washington. 4LEAF is the largest building department services provider in the area we and have a wealth of personnel ready to serve the City of Turlock. 4LEAF has a proven track record of having quality personnel readily available to handle any request regardless of size or complexity.

Staff

Title	*# of Staff*	*Title*	*# of Staff*
ICC Certified Plans Examiners	25	ICC Certified Inspectors	55+
ICC Certified Building Officials	10	Registered Architects	3
Registered Engineers (PE, SE)	20	ICC Permit Technicians	8
Code Enforcement Staff (PC832)	8	CASp	9
Inspectors of Record (DSA, OSHPD)	12	QSP/QSD	3

Inspection Staffing

4LEAF has an inspection team of nearly 100 inspectors working throughout California. We currently supply services to many of Turlock's neighboring agencies in different capacities. Some of our local clients include the City of Stockton, the Port of Stockton, the City of Livermore, Pleasanton, Brentwood, Dublin, Manteca, Lathrop, Stanislaus County, and San Joaquin County. 4LEAF has also supplied inspection services to projects including Tracy's Amazon Warehouse, the Stockton Ball Park and Arena, Calaveras County Jail, Ashland Youth Center, and the Taube- Koret mixed-use senior living facility. 4LEAF's inspection services include:

- **As-Needed Daily Inspections (on-call) → Available upon request – 24 hours or less**
- **Part-Time Inspection Services (on-call) → Available upon request – 24 hours or less**
- **Full-Time Inspection Services → Available upon request – 48 hours or less**
- **Project Inspectors → Available upon request – 48 hours or less**

Plan Review

- **On-Site Review** – 4LEAF can provide Structural and Non-Structural plans examiners to work in your City office on an as-needed basis. 4LEAF currently performs this service for ten different jurisdictions throughout Northern California including Sacramento, San Joaquin County, Gilroy, Danville, Livermore, Palo Alto, East Palo Alto, etc.

- **Off Site Review** – 4LEAF works with more than 75 jurisdictions providing off-site plan review services. 4LEAF has more than 25 plans examiners on staff including 15 Plan Review Engineers, three Fire Protection Engineers, and more than 20 ICC certified Plan Check staff. **4LEAF staff will pick-up and drop-off all projects in person to ensure the most efficient services. 4LEAF currently provides this service to each plan review client.**

Project Inspection

4LEAF is the Northern California's leader in Project Inspection Services. Here is a list of our recently completed or in-progress commercial projects:

Building Projects

- Large Cupertino Development (TBD)
- VMware ($1.3 Billion)
- Taube-Koret CJL ($350 Million)
- UC Merced Phase 1 ($350 Million)
- California Dept of Parks and Recreation (DPR) ($250 Million)
- St. Joseph's Hospital, Stockton, CA ($120 Million)
- BART Dublin Station, Dublin, CA ($116 Million)
- Lawrence Berkeley National Lab CRTF ($115 Million)
- Los Angeles Downtown Park ($100 Million)
- Stockton Ball Park and Arena ($100 Million)
- Calaveras County Jail ($68 Million)
- Downtown Health Center, Santa Clara County ($50 Million)
- OSHPD Campus Work, Stanford University ($50 Million)
- S.F. Muni Metro East (~$50 Million)
- College of Marin Math Science Building ($49 Million)
- Ashland Youth Center, Alameda County ($40 Million)
- Lafayette Library and Learning Center ($40 Million)
- City of Tracy Amazon Warehouse (TBD)
- County of San Luis Obispo Women's Jail ($34 Million)
- Mitchell Park Library, Palo Alto ($30 Million)
- Clark County Bus Rapid Transit ($25 Million)
- Biltmore Adjacency, City of Cupertino ($23 Million)
- College of Marin Diamond P.E. Center ($16 Million)
- San Francisco Unified School District Renovation Projects ($15 Million)
- County of San Luis Obispo Juvenile Hall ($13 Million)
- Angel Island Immigration Station ($12 Million)
- Santa Clara County, Berger One and Two Remodels ($11 Million)
- City of Sacramento Fire Station #20 ($10 Million)
- City of Sacramento Fire Station #30 ($10 Million)
- Concord Naval Weapons Station ($10 Million)
- Aerojet Defense and Space contractor facility upgrades ($10 Million)
- City of Hayward Fire Station # 2 & 5 ($10 Million)
- City of Dublin Fire Station # 17 ($8 Million)
- City of Dublin Fire Station # 18 ($7 Million)
- West Valley Mission Community College District Fire Alarm Replacement

Public Works Projects

- Large Cupertino Development (TBD)
- City of Walnut Creek Streetscape ($TBD)
- Amtrak Extension, Sac RT ($40 Million)
- America's Cup Marina ($25 Million)
- Richmond Field Station ($25 Million)
- Yosemite Slough, Candlestick Pt. ($14 Million)
- PG&E Gas Pipeline Replacement ($10 Million)
- Downtown Burlingame Utilities ($8 Million)
- W. Sacramento Capitol Ave ($7 Million)
- W. Sacramento Tower Bridge ($6 Million)
- Auburn Blvd, Citrus Heights ($5 Million)
- City of Cotati Train Depot ($1.7 Million)
- Clark County I-215 Interchange ($50 Million)

City of Dublin, CA

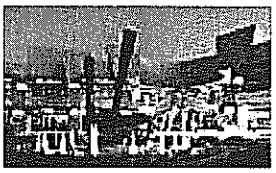
On-Call Plan Review, Code Enforcement, and Inspection Services

4LEAF has an on-call contract with the City of Dublin Building Department to provide third party plan review, code enforcement, and inspection services. 4LEAF is responsible for work being performed within the City's jurisdiction on projects ranging from major new development areas to capital improvement projects and infill development. 4LEAF has supplied as many as **14 continuous staff to the City of Dublin** over the course of this ongoing contract.

4LEAF inspection staff members have provided combination building inspection services for some of the City's most important *commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries,* and countless *capital improvement projects.* 4LEAF inspection staff members have also provided combination building inspection services on numerous *high-density residential projects* which routinely required Type V 1 hour inspections.

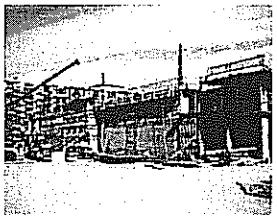
Project Highlights

4LEAF inspection staff have provided combination building inspection services for some of the City's most important commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries, and countless capital improvement projects, these include:



- Ulfert's Center
- Grafton Station
- Gateway Medical Center
- Tassajara Ranch
- Emerald Place
- City of Dublin Library

4LEAF inspection staff has provided combination building inspection services on numerous high-density residential projects which routinely required Type V 1 hour inspections. These include:



- Avalon Bay
- Sorrento
- Schaffer Ranch
- Dublin Ranch
- Tralee

Annual Contract Value: $1,000,000

Agency Name:	City of Dublin
Contact Name:	Gregory Shreeve, C.B.O., Chief Building Official
Contact Telephone:	Office: (925) 833-6620
Contact Email:	Gregory.Shreeve@ci.dublin.ca.us
Population:	46,600
Employees:	Currently approximately ten (10) 4LEAF employees
Services:	Plan Review, Counter Technicians, Code Enforcement, Waste Management, Capital Projects, and Building Inspection
Date of Service:	2002 - Present

City of Palo Alto

Building Inspection, Permit Technician, Plan Review

Miscellaneous jurisdictional inspection assignments

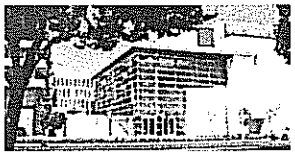
Since 2007, 4LEAF has provided several combination inspectors to assist the City staff with routine daily inspections for commercial and residential properties located throughout Palo Alto. Our inspection services vary from full-time to temporary part-time staff to help augment vacation or extended absences to due illness and/or market demand.

On-Site Plans Examiners

Since 2010, 4LEAF has provided on-site plans examiners for the City of Palo Alto. All Plans Examiners are registered Engineers in the State of California and are responsible for reviewing larger projects between $100,000 to $50,000,000 under the direction of the Chief Building Official. In addition, they will also assist the Permit Counter with over-the-counter plan reviews and general questions from the public. Some of the most recently reviewed projects include Skype, Stanford Medical Center, Technology Credit Union, and VM Ware.

Inspection Services (Project Specific)

4LEAF is also providing the Project Inspector on the City of Palo Alto new **Mitchell Park Library and Community Center** under Turner Construction Management. 4LEAF is responsible for performing combination inspections and the project is on track for LEED Gold Certification. The project consists of a new 56,000 square foot joint facility that will replace the two former facilities. The new Mitchell Park Library and Community Center is a highly sustainable joint-use facility that will be a vibrant destination for civic, cultural, social, educational, and recreational activities.



4LEAF provided the building inspection services on the **Taube- Koret Campus for Jewish Living**. This project replaced the old Sun Microsystems space and made way for a 8.6 acre and **$350 Million** mixed used facility which included Senior Housing, Gymnasium, in-door and outdoor swimming pools, parking structure, theatre, school, etc. This project won several awards and was a huge benefit to the community.

4LEAF is providing two full-time inspectors to the VMware campus. This project is a **$1.3** expansion project at the Stanford Research Park. This project includes construction of an extensive expansion and renovation of the current corporate office campus totaling approximately 800,000 SF and three (3) parking garage structures for approximately 2,900 stalls. This project is pending LEED Certification.

Annual Contract Value: $2,100,000

Agency Name:	City of Palo Alto
Contact Name:	Larry Perlin, P.E., Chief Building Official
Contact Telephone	Office: (650) 329-2550
Contact Email:	Larry.Perlin@CityofPaloAlto.org
Population:	64,600
Employees:	Currently approximately fourteen (14) 4LEAF employees
Services:	Plan Review Engineering, Counter Technicians, Green Building Consulting, Project Management, and Building Inspection Services
Date of Service:	2007 - Present

Town of Danville, CA

On-Call Building Department Services

4LEAF provides on-call building department and public works services for the Town of Danville. 4LEAF has completed hundreds of projects for the Town and has helped streamline their plan review process from 15 days to less than 10 days. Projects include numerous tenant improvement projects, residential and commercial jobs such as a Costco Cooler project. 4LEAF provides the Town with on-site plan examiners, inspectors, and public works staff.

Annual Contract Value: $350,000

Agency Name:	Town of Danville
Contact Name:	Mike Leontiades, C.B.O.
Contact Telephone:	Office: (925) 314-3301
Contact Email:	MLeontiades@danville.ca.gov
Population:	42,700
Employees:	Currently approximately three (3) 4LEAF employees
Services:	Plan Review Services
Dates of Service:	February, 2012 - Present

County of San Joaquin, CA

On-call Plan Review and Inspection Services

4LEAF has worked with the County of San Joaquin since 2003 in a variety of capacities. Most recently 4LEAF has been assisting the County as the sole plan review firm on numerous County projects under the direction of the Building Official. 4LEAF has completed multiple projects including several Dollar General grocery store conversions and master plans for Shea Homes.

Over the years, 4LEAF has provided on-call building inspection services for projects throughout the County. Most recently, 4LEAF was providing inspection assistance on the County's Mountain House residential projects located off of highway 580 between Livermore and Tracy. This community began in 2005 and is still under construction as the Valley's first Master Planned Community.

Annual Contract Value: $100,000

Agency Name:	County of San Joaquin
Contact Name:	Eric Merlo, AIA, Senior Plan Review Engineer
Contact Telephone:	Office: (209) 468-3179
Contact Email:	emerlo@sjgov.org
Population:	702,600
Employees:	Currently approximately one (1) 4LEAF employees
Services:	Plan Review and Inspection Services
Dates of Service:	2003 - Present

City of Walnut Creek, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is responsible for performing on-call plan review, fire plan check, and inspection for multiple projects throughout the City of Walnut Creek. 4LEAF has demonstrated a proven track record of providing timely service with all aspects of plan review including performing expedited plan reviews at no additional charge. Currently 4LEAF is providing two full-time inspector and off-site plan review services.

Annual Contract Value: $100,000

Agency Name:	City of Walnut Creek
Contact Name:	Frank Luna, Senior Building Inspector
Contact Telephone:	Office: (925) 943-5800
Contact Email:	luna@walnut-creek.org
Population:	64,300
Employees:	Currently approximately three (3) 4LEAF employees
Services:	Plan Review and Inspection Services
Dates of Service:	2006 - Present

City of Cupertino, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is responsible for performing on-call building inspection, plan review, and fire plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City. 4LEAF has recently reviewed a 17.4 acre Downtown Cupertino project that includes 130,000 sq ft of retail space, 100,000 sq ft of office space, and 160 units of high-end senior Housing. 4LEAF was also recently awarded a building inspection contract for a very large office complex and parking structure.

Annual Contract Value: $5,000,000

Agency Name:	City of Cupertino
Contact Name:	Albert Salvador, P.E., C.B.O., Building Official
Contact Telephone:	Office: (408) 777-3328
Contact Email:	AlbertS@Cupertino.org
Population:	59,200
Employees:	Currently approximately six (6) 4LEAF employees
Services:	Plan Review and Building and Public Works Inspection Services
Date of Service:	2010 - Present

County of Stanislaus (Capital Projects), CA

On-Call Plan Review and Inspection Services

4LEAF was selected to provide on-call plan review services for the County of Stanislaus Capital Projects (Public Works) Division. Under this contract 4LEAF performs on-call building inspections and/or plan review duties on behalf of the County. To date, 4LEAF has just completed our first three projects for the County which was a jail bed replacement project and was recently awarded the Psychiatric Facility.

Purchase Order per project

City of Sacramento, CA

Plan Review, Permitting, and Inspection Services

Since 2004 4LEAF has provided plan review and inspection services under an on-call contract with the City of Sacramento Planning and Building Department for work being performed within the City's jurisdiction.

4LEAF is contracted to provide the City with Building Department Services that include:

- Permit Counter Services
- Residential Building Inspections
- On-site Plan Review (Over the Counter)
- Off-site Plan Review
- Third Party Plan Review
- On-Call Commercial Inspections

Annual Contract Value: $1,000,000

Client Name:	City of Sacramento
Client Contact:	Ryan Devore, PE, C.B.O., Chief Building Official
Client Telephone:	Office: (916) 808-8860
Client Address:	300 Richards Blvd, 3rd Floor, Sacramento, CA 95811
Email:	rdevore@cityofsacramento.org
Services:	Plan Review, Counter Technicians, Code Enforcement, Waste Management, Capital Projects, and Building Inspection Services
Dates of Service:	2005 - Present

County of Fresno, CA

Plan Review Services & On-Call Inspection Services

4LEAF provides plan review services for the County of Fresno building and public works division. 4LEAF was chosen due to its growth in the Central Valley and our ability to handle a high volume of plans within the timeframe the County is seeking and provide inspections as-needed.

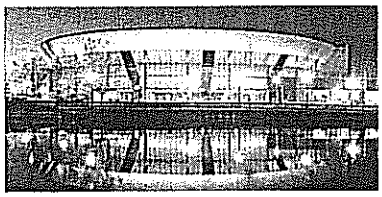
Annual Contract Value: $50,000

City of Stockton, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF provides staff augmentation to this Municipal Building Department. 4LEAF has supplied as many as five staff members to perform building inspections and other consulting services for projects within its jurisdiction. 4LEAF provided Inspector of Record (IOR) services for the Stockton Events Center project, which opened in 2005, and has performed a multitude of plan reviews (on-site and off-site) for the Building Department as a part of the City's third party plan review list.

Project Highlight



4LEAF, through the on-call contract for building department services with the Building Division, seconded an employee to the Public Works Department to perform IOR services for the Stockton Events Center project. The project consisted of a 10,000 seat enclosed arena, 5,000 seat baseball stadium, a 600-stall parking garage, 178-room hotel, 65,000 square feet of retail and restaurant space and numerous other improvements supporting the project. 4LEAF staff was responsible for the baseball park and the enclosed arena portions of the project. Services included:

- Participate in weekly progress meetings
- Review of Submittals
- Documenting Contractor's work
- Daily Inspections and Reports
- Daily Digital pictorial logbooks
- Continuous review of contract documents
- Review Contractor's schedule
- Review and evaluate potential claims
- Develop deficiency lists
- Maintain list of as-built changes

Annual Contract Value: $250,000

Client Name:	City of Stockton
Client Contact:	Carl Hefner, Deputy Director
Client Telephone:	Office: (209) 937-8842
Client Address:	345 N. El Dorado Street, Stockton, CA 95202
Email:	carl.hefner@stocktongov.com
Services:	Plan Review, Fire Plan Review, and Building Inspection Services
Dates of Service:	2001 - Present

City of Lathrop, CA

Plan Review Services & On-Call Inspection Services

4LEAF is currently supplying off-site plan review services to the City for multiple complex commercial projects and a numerous new residential and tenant improvement projects. 4LEAF has met or exceeded all plan review deadlines including expedited reviews. 4LEAF has completed more than 100 plans including an expedited review to turn around an important plan check for Del Osso Farms which included a new general store and snow slide structure prior to the holiday season.

Annual Contract Value: $20,000

County of Calaveras, CA

Plan Review Services and Inspection Services

4LEAF performed the plan review and is currently performing the inspection services for the new County Jail facility in the County of Calaveras. The $80-million facility in San Andreas will relieve crowding and enable the county to expand its drug treatment and educational programs. The complex consists of three buildings—a 73,000-sq-ft jail and a 14,000-sq-ft dormitory, which will be co-located with a 39,000-sq-ft sheriff's administration facility. 4LEAF is performed the structural, building, electrical, mechanical, plumbing, and title 24 reviews and will be providing subsequent inspection services to ensure all code compliance is met.

Annual Contract Value: $225,000

Tuolumne County, CA

Plan Review Services and On-Call Inspection Services

4LEAF is responsible for performing on-call plan review services for both commercial and residential projects in Tuolumne County. 4LEAF has provided precise plan reviews that consistently meet all designated timelines set forth by the County. 4LEAF has become one of Tuolumne County's most reliable plan review providers by keeping consistent communication with the building department, attending monthly meetings and delivering completed plan reviews on time. 4LEAF just completed plan review for a $30 million juvenile detention center.

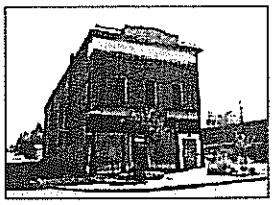
Annual Contract Value: $20,000

City of Galt, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is responsible for performing On-Call Plan Review, Fire Plan Check, and Inspection for multiple projects throughout the City of Galt. 4LEAF has demonstrated a proven track record of providing timely service with all aspects of plan review including performing expedited plan reviews at no additional charge.

Oddfellows, City of Galt, CA



4LEAF performed a comprehensive code review for the seismic retrofit of an existing unreinforced masonry building. This historic building is a two story 8000 sq ft URM building which is projected to be a future restaurant. This review consisted of structural, life-safety, accessibility, plumbing, mechanical and electrical building code conformance reviews. 4LEAF verified conformance to the 2007 California Historic Building Code & the 2007 California Building Standards as adopted by the City of Galt.

Annual Contract Value: $50,000

City of Roseville, CA

Plan Review Services & Inspection Services

Craig Tole and Joe Nicolas are the Client contacts for this contract. 4LEAF is contracted to provide plan review services for the City of Roseville Building Department. 4LEAF was one of three firms chosen during the selection process at the end of 2011 to help assist with overflow and third party plan reviews as needed. Currently 4LEAF has three staff working in the City, including two full-time building inspectors.

Annual Contract Value: $200,000

City of Folsom, CA

Plan Review and Inspection Services

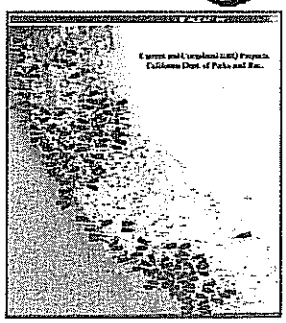
Craig Tole and Joe Nicolas are the Client contacts for this contract. 4LEAF is contracted to provide plan review and inspection services for the City of Folsom's Building Department. 4LEAF is often called upon to help perform on-call inspection services when there is a spike in permit activity or to augment when a full-time inspector is absent due to vacation, illness, training, etc. 4LEAF is able to respond to their needs within 24 hours of request.

Annual Contract Value: $50,000

On-Call CM Support Services for the State of California Department of Parks and Recreation, Sacramento, CA

Construction Management and Inspection Services

4LEAF currently provides construction management and inspection services for this statewide On-call construction management services contract. 4LEAF has provided construction management and/or inspection services for nearly 230 projects for California DPR over the last 9 years.



The green arrows represent 4LEAF projects at State Parks.

Our construction management staff performs contractor oversight, on-site administration; cost estimating and planning, reviews daily reports; develops contractor progress payments; tracks bid item quantities; performs baseline schedule reviews; we also coordinate activities between various project stakeholders; monitors the contractor's compliance with project contract and project specifications; reviews submittals, supplements, and RFI's; maintains detailed written and photo records of the site activities; and tracks equipment and manpower.

Our parks projects include new construction or renovation of park roadways, bridges, paths, trails, utility upgrades, facilities including visitor and education centers, restroom and bathing facilities, amphitheaters, entrance stations, historic sites and facilities, camping and picnic sites, cabins and lodging facilities. Since all new or renovated elements in the parks must be ADA compliant, our staff is well-versed in ADA standards, recommendations, and regulations for compliance with accessibility laws. We are familiar with ADA circulation allowances, space allowances, and reach ranges while still providing safe maneuvering and access for the disabled.

Annual Contact Value: $2,000,000

Section 2 – Organizational Chart & Key Staff

Inspection Project Manager – Craig Tole

Craig has been with 4LEAF for nine years in this capacity. Craig is responsible for Municipal Client management including staff recruitment, hiring, and placing for all Building Department clientele for positions like permit/counter staff, plans examiners, residential inspectors, commercial inspectors, and inspection services for complex commercial developer funded projects. Some of 4LEAF's local experience includes; City of Sacramento, Tracy, Roseville, Galt, Folsom, Citrus Heights, Stockton, and San Joaquin County. 4LEAF also provides inspection services to other Sacramento clients including the California State Parks and Sacramento Regional Transit. In addition, 4LEAF was just awarded contracts with the City of San Ramon, City of Martinez, City of Pittsburg, City of Gilroy, City of Brentwood, and the City of Fremont.

Craig's contact information is:

(925) 462-5959 – Office
(925) 462-5958 – Fax
(925) 580-4055 – Cell
ctole@4leafinc.com

Plan Review Project Manager – Joe Nicolas, PE

The plan review portion of the contract will be managed by Joe Nicolas. Joe will be responsible for coordinating the distribution of reviews to our plan review staff and managing the content of the reviews throughout Quality Control checks. For the past five years, Joe has been responsible for the management of 4LEAF's plan review operation. Joe has crafted and managed a team of highly successful engineers and MEP staff of more than 20 personnel to work with numerous local clients including the City of Sacramento, City of Folsom, City of Roseville, City of Galt, Aerojet, and numerous Cities and Counties throughout the Central Valley, East Bay Area, and South Bay Area.

Joe's contact information is:

(916) 965-0010 – Office
(916) 965-0013 - Fax
(916) 200-9959 - Cell
jnicolas@4leafinc.com

Craig and Joe will handle all building department staffing requests and assist the plan review team on all plan check requests made by the City. The availability of inspectors provided on the organizational chart will vary depending on when the request is made. **4LEAF will discuss with the Building Department the exact personnel that are available at the time of request and give the Building Official several options. Availability will also depend on the length of assignment. 4LEAF has several local candidates available immediately.**

Organizational Chart is provided and all staff listed on our organizational chart are current employees of 4LEAF.

CITY OF TURLOCK INC. 1908

Project Managers
Craig Tole & Joe Nicolas

Inspectors of Record, Building Inspection, Fire, & Plan Review Team

Fire Review & Inspection	Building Officials	Plan Review Engineers / AIAs	Inspectors of Record	Building Inspectors	Building Inspectors	California Access Specialists (CASp)
Gib Mousb, FPE	Fred Cullum, CBO	Homer Maiel, P.E.	Martin Scott, OSHPD DSA	Keith Simmons	Joe Aiello	George Hoyt, C.B.O LEED AP, CASp
Lisa Beaver, FPE	Ed O'Reilly, CBO	Joseph Nicolas, PE	Rory Shortreed, OSHPD	Korwyn Peck	Malcolm Prince	Ed Fang, P.E., CASp
Kent Miller, FPE	George Hoyt, CBO	Ed Fang, P.E.	Rick Russell, DSA	Bill Aiken	Jim Proper	Kim Blackseth, CASp
Jim Tedford, FPE	Homer Maiel, CBO	Ryan Bogren, P.E.	Lee Grant, OSHPD, DSA	Mike Peschl	Greg Adams	Sid Danandeh, CASp
Chris Fowler	Greg Johnsen	Stephanie Hionis, P.E.	Dave Hoadley, OSHPD, DSA	Lucas Chapman	Jeff Rocca	Brad Wungluck, CASp
Loralyn Davis	Scott Wungluck, CBO	Kathy Buciarelli, P.E.	Sean Reed, DSA	Rick Watson	Mike Emery	Greg Shriver, CASp
	Clay Salzman, CBO	Scott Martin, P.E.	Denis Mayberry, DSA	Robert Hambrecht	Chris Fowler	Mike Anderson, CASp
	Greg Adams, CBO	Kevin Sorensen, S.E.	Bob Boyer, DSA	Emilio Torres	George Hoyt	Clay Salzman, CASp
	Chris Fowler, CBO	Greg Shriver, P.E.	Sirath Patzer, DSA	Curtis Thibodeau	Clay Salzman, CBO	Kevin Ruybal, CASp
		Melissa Admaniak, P.E.	George Hoyt, LEED AP	Ed Pilling	Mark Oliver	
		George Rodriguez, AIA	Korwyn Peck	Eric Hill	Loralyn Davis	
		Dr. Mark Schraeder	Chris Fowler, OSHPD	Jose Martinez	Jim Deets	
		Dr. Constantine Shubar, P.E.	Bill Asbell, OSHPD, DSA	Joseph Glass	Ed Fang	
		Mike Anderson, P.E.	Brian Clark, OSHPD	Scott Wungluck	Brad Wungluck, MCP	
		Abby Obligacion	Todd Hitchcock, OSHPD, DSA	Paul Kennedy	James Leon	
		Youssef Abdou	Clay Hanning, DSA	Don Hutsell	Jerry Brager	
		Alan Zamboanga, P.E		Francisco Rivera	Joseph Glass	
		Aleck Cheney, P.E.		George Davis, MCP	Kevin Ruybal	
		Linda Thong, P.E.		Ron Stevens	Dave Nolta	
		Ken Yeng, P.E.,S.E.		David Prendez	Ed O'Reily	
				Brian Clark	Mike Emery	
				Marshall Johnson	Larry Rogers	

More than 20 Additional Inspectors.

4LEAF, INC.

Section 3 – Delivery Approach

Inspection Services Work Plan

4LEAF maintains a database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC certified and experienced working within a municipal work environment. **4LEAF can provide interim or full-time inspectors same-day or within one business day.**

We maintain an on-call database for as-needed requests with our clients. 4LEAF utilizes this service for more than 75 municipalities. Below is a snapshot of our database.

	W.C.	Turlock	Tracy	San Joaq	Danv	Concord	Hollister	Cuper	Santa Cruz	Nwrk	Roseville	Sunnyvle	EPA
1-Oct	MEP		BA/JD		AO	JG	MO/CL	GA			JP/JLF	EP	GA
2-Oct	BC		BA/JD		AO	JG	MO/CL	GA			JP/JLF	EP	GA
3-Oct	BC		BA/JD		AO	JG	MO/CL	GA			JP/JLF	EP	GA
4-Oct	BC		BA/JD	LA	AO	JG	MO/CL	GA			JP/JLF	EP	GA
7-Oct			BA/JD		AO	JG	CL	GA/CF			JP/JLF	EP	GA
8-Oct	BC		BA/JD		AO	JG	CL	GA			JP/JLF	EP	GA

Inspection Options

Periodic Inspection Services → ***Available Next Day***

4LEAF can fulfill inspection requests immediately upon request, including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City of Turlock. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → ***Available Next Day***

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → ***Available Two Days or Less***

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout the Sacramento Valley, Peninsula/South Bay Regions, East Bay, and Central Valley.

Project Specific Inspection Services → ***Available Two Days or Less***

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 – 36 Months).

Plan Review Services Work Plan

4LEAF has a team of more than **25 Plan Review Engineers and ICC Certified non-structural, mechanical, electrical, and plumbing** staff actively working on-site for local jurisdictions or off-site at one of 4LEAF's four offices in California.

On-Site Review

4LEAF can supply Registered Professional Engineers to the City of Turlock to work on-site performing structural plan review and non-structural reviews at the City's discretion. 4LEAF currently supplies on-site review to such Cities as:

City of Livermore
City of Pleasanton
Livermore/Pleasanton Fire Department (LPFD)
City of Stockton
City of Gilroy
City of Brentwood
City of Palo Alto
City of Hollister
City of East Palo Alto
San Joaquin County

Standard Off-Site Review

4LEAF is able to work effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes working alongside Design Review and Preservation Boards to determine design criteria and associated project requirements, and performing plan reviews of both public and private projects. This includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person in order to communicate any information that may be pertinent to the project and maintain a consistent communication. 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or a simply e-mail for "pick-up" to pickup@4leafinc.com. Pick-ups are at no additional cost.

Plan Review Approach

We understand that the specific Building Plan Review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and any additional data;
- Ascertaining whether projects are in accordance with applicable building codes;
- Checking and processing building plans and inspecting (as needed) to ensure compliance with approved plans and codes;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas; types of construction; fire resistance construction and protection systems; means of egress; accessibility; structural design; soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Building Department or, as needed, at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF Plan Review QA/QC Process for all Reviews

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Turlock to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City of Turlock, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City of Turlock to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by City of Turlock with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City of Turlock, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Turlock. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Turlock processing requirements and return them to the City of Turlock, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. We have provided some elaborate examples in our reference section. Please read through some of our project examples and contact our references to learn about our abilities and commitments to our clients. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

Type of Plans	Transportation	Initial Review	Subsequent Review	Expedited Service
Residential	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days	No Additional Charge (when staff available)
Commercial	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days	No Additional Charge (when staff available)
Large Commercial >15,000 Sq. Ft.	<24 Hours (pick up & delivery by 4LEAF staff)	Negotiable	Negotiable	No Additional Charge (when staff available)

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

Independent Expedited Review

4LEAF will perform expedite plan review services in two different capacities.

Scenario # 1 – Developer funded expedited reviews – 4LEAF can negotiate an appropriate rate for review with the City *to ensure all compensation is equitable to the service performed. 4LEAF's expedited turn-around time is five days (5) or less.*

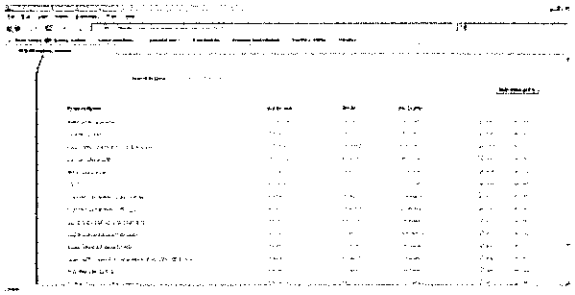
Scenario # 2 – City *requests with no additional funding – Upon request, 4LEAF will perform expedited reviews for the* City *at no additional charge. 4LEAF has a proven track record of assisting our clients with expedited reviews under unique customer service situations when projects need to be completed quickly.*

Electronic Plan Review Available

When plans and documents are received for review, 4LEAF's Plan Review Project Manager and Senior Engineer analyzes the project, creates a job number, and completes a job setup form. This highlights both jurisdiction and project specific design criteria, and notes applicable contact information. Jobs are transmitted through 4LEAF's easily accessed EZ Plan Review portal, which tracks initial and subsequent reviews, and is open for view, by the customer. The City and their customers can view 4LEAF's plan control log through EZ Plan Review Portal.

4LEAF's EZ Plan Review

- **Structural & Non-Structural Guidelines and Checklists**
- **Specialized Spreadsheet – Web-Based (EZ Plan Review)**



Plans then get distributed for review by a 4LEAF team consisting of a Plan Review Engineer (a licensed State Engineer) and an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the California Codes, referenced construction standards, and City amendments. Code review methodology entails "The Effective Use of the CBC" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Project Manager overviews the project for quality control purposes, and forwards comments, or approvals, to the pre-designated contacts.

Structural Only Review

Upon request, 4LEAF will perform "structural only" reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZ Plan Review system. 4LEAF prefers PDF files for "structural only" reviews which allow several different Structural Engineers to review plans together should there be design related questions. The majority of 4LEAF's plan review engineers have a design background and work well with project designers.

Certified Access Specialist (CASp) Plan Review Staff

CASp Inspector	Certification No.	Expiration
Clay Salzman, C.B.O.	CASp-455	11/13/2015
George Hoyt, C.B.O.	CASp-251	6/28/2016
Ed Fang, P.E.	CASp-227	6/24/2016
Greg Shriver, P.E.	CASp-96	9/14/2015
Mike Anderson, P.E.	CASp-328	9/22/2016
Kevin Ruybal	CASp-357	5/10/2017

Section 4 – Rate Schedule

Plan Check Service	Fee for 1st Review and subsequent rechecks	Hourly rate for onsite and/or greater than 3 reviews offsite (with authorization from Building Official):
Life Health Safety, Structural, ADA Requirements and Title 24 Energy Requirements Plan Checks	65% of City fee	$110/hour structural $85/hour non-structural
Plumbing/ Mechanical/Electrical Only Plan Checks	40% of City fee	$85/hour non-structural
Structural Only Plan Checks	40% of City fee	$110/hour structural

Building Inspector (ranging from two years jurisdictional experience to Senior Combination Building Inspectors) $60-95/hour*

Rates negotiated based upon skill set of Inspector and Inspector's certifications/experience.

Permit Technician $45/hour

Non-Structural Plan Review $85/hour

Structural Plan Review $110/hour

Temporary Building Official $130/hour

Hourly overtime charge per inspector ..... 1.5 x hourly rate

General Assumptions:

Projects that require prevailing wage staff (tax funded capital improvement projects) will require a rate of $95/hour.

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

All Building Department Services (except plan review) work is subject to 4 hour minimum charges unless stated otherwise.

COPY

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
4Leaf, Inc.
for
Plan Check Services

THIS AGREEMENT is made this 10th day of June 2014 by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **4Leaf, Inc**, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Plan Check Services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** CONSULTANT shall perform structural and nonstructural building plan review services as proposed in Exhibit "A" and shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession. CONSULTANT shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifty Thousand and 00/100^{ths} Dollars ($50,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty-four months (24) beginning July 1, 2014 and ending June 30, 2016, subject to CITY's availability of funds.

6. **INSURANCE:** CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT 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 CONSULTANT, 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 for ongoing

operations and 20 37 for products/completed operations), 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) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT 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. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: $1,000,000 per claim.

(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) CONSULTANT 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 CONSULTANT, 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 CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT'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 this Agreement, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(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) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) 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 CONSULTANT'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT 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 CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT 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.

7. **INDEMNIFICATION:** CONSULTANT 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 CONSULTANT, 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.

8. **INDEPENDENT CONTRACTOR RELATIONSHIP:** All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or

theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the

requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be

required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this

Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: **4LEAF, Inc**
2110 Rheem Dr., Ste A
Pleasanton, CA 94588
PHONE: (925) 462-5959
FAX: (925) 462-5958

for CITY: **CITY OF TURLOCK**
ATTN: Mike Pitcock
Engineering Division
156 South Broadway, Suite 150
Turlock, California 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: 6/25/14

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

4LEAF, Inc.
2110 Rheem Dr., Ste. A
Pleasanton, CA 94588

By: _____

Title: President

Print name: KEVIN DUGGAN

Date: 6/16/14

AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
Interwest Consulting Group
for
Plan Check Services

THIS AMENDMENT, dated November 18, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Interwest Consulting Group.** (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated June 10, 2014 whereby CONTRACTOR will perform Plan Check Services (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 4 of the Agreement is amended to read as follows:

> "4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Twenty-five Thousand and No/100^{ths} Dollars ($25,000) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Seventy-five Thousand and No/100^{ths} Dollars ($75,000). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

4. All other terms and conditions of the Agreement shall remain in full force and effect.

OK for Agenda

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

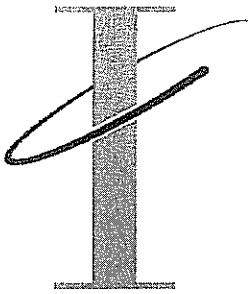
By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"



APRIL 4, 2014

PROPOSAL TO PROVIDE

Plan Review Services

PREPARED FOR

City of Turlock

Eric A. Picciano, P.E.
Chief Building Official/Principle Civil Engineer
City of Turlock
156 S. Broadway Ste., 150
Turlock, CA 95380

BY

Interwest Consulting Group
Ron Beehler, SE, CBO
Regional Manager, Building and Safety Services
8150 Sierra College Boulevard, Suite 100
Roseville, CA 95661
916-273-4663 Direct
916-204-3178 Mobile
www.interwestgrp.com

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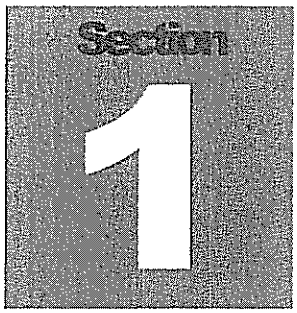


INTERWEST CONSULTING GROUP

TRANSMITTAL LETTER

April 4, 2014

Eric A. Picciano P.E.
Chief Building Official/Principle Civil Engineer
City of Turlock
156 S. Broadway Ste., 150
Turlock, CA 95380

RE: Proposal to Provide Plan Review Services

Dear Mr. Picciano,

Interwest Consulting Group is pleased to submit our proposal to provide Plan Review Services to the City of Turlock. We understand with the improving economy and in anticipation of planned development projects the City of Turlock is seeking the services of building and safety consulting firms to address peak work load demands and to maintain timely services. We understand the City is seeking consulting firms to provide professional services for the plan review of commercial, residential, and government buildings and structures to verify compliance with the most current adopted versions of the California Building Standards Code, Turlock City Ordinance Code, and relevant State and Federal Laws. We further understand that services may include coordination between City agencies, designers, and builders in the community

The team contained within this proposal were carefully screened and selected specifically for their unique experience, licenses, certifications and proposed significant contribution to the City. Of special note is the high degree of work experience and familiarity with building department policies and procedures gained thru experience providing services similar to those being requested.

We view the key elements to serving the City of Turlock as follows:

- ✓ Providing **qualified and experienced staff** to provide plan reviews particularly Certified Accessibility Specialists and Licensed Structural Engineers.
- ✓ Providing professional services for Plan Review of construction projects.
- ✓ Providing a **high level of customer service** for internal and external customers
- ✓ Balancing the needs of the community by providing services as needed in order to maintain reasonable response times for department services.

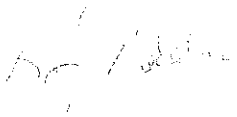
Interwest Consulting Group provides building plan review and inspection services too many communities throughout California and presently provides these services to the nearby City of Modesto, City of Tracy, City of Clovis, Alpine County, Madera County and many more central and northern California communities.

Ron Beehler will be the main point of contact for all services and his contact information is listed below.

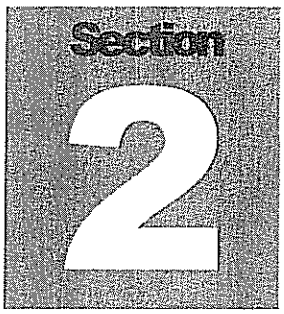
Ron Beehler, S.E.
8150 Sierra College Boulevard, Suite 100
Roseville, CA 95661
916-273-4663 Direct
916-204-3178 Mobile
rbeehler@interwestgrp.com

We look forward to the opportunity of serving the City of Turlock and helping to add to your continued success.

Sincerely,



Ron Beehler, SE, CBO
Regional Manager
Building Safety Services



Firm Profile

ORGANIZATION

Interwest Consulting Group has extensive experience and a proven track record of seamlessly integrating building inspection, plan review, and permit processing staff as needed in a cost effective manner. Interwest Consulting Group has been in business since 2002 and was founded by individuals with a passion for serving municipalities. We currently employ over 180 employees spanning a multitude of disciplines, roles and job placements to municipalities within building and safety and public works departments throughout California.

Our services are specifically tailored to fit the needs of our client, which is why we can provide a single staff member or a complete team to help you reach your goals. We provide a full range of services to more than 100 public agencies throughout California including:

- ✓ *Building and Safety Services*
- ✓ *Development Improvement Civil Plan Review Services*
- ✓ *Fire Plan Review and Inspection Services*
- ✓ *City Engineering*
- ✓ *Capital Improvement Program Management*
- ✓ *Information Technology (IT)*
- ✓ *Construction Management and Inspection Services*
- ✓ *Real Property Services*
- ✓ *Geographic Information System (GIS)*
- ✓ *Transportation Planning and Policy Development*
- ✓ *Transportation Program Management and Funding Assistance*
- ✓ *Traffic Engineering*

Interwest Consulting Group is comprised of Civil Engineers, Structural Engineers, Electrical Engineers, Fire Protection Engineers, Mechanical Engineers, Certified Plans Examiners, ICC Certified Inspectors, Certified Access Specialist (CASp), and other professionals specializing in providing complete plan review and inspection services to local government agencies.

Our business model is built on simple yet vital customer service principles—offer thorough, quality and timely services. We do not offer design services and as a result, we provide unbiased plan reviews and avoid conflicts of interest as could occur with firms engaging in both plan review and design services.

INTERWEST ADVANTAGE

Interwest provides the best solution for the City of Turlock's building department needs due to our extensive background and expertise providing similar Building & Safety services to jurisdictions throughout California. We have many years of experience providing Building Services from a single staff member to providing entire fully staffed Building Departments.

ADDITIONAL RESOURCE LOCATIONS

NORTHERN CALIFORNIA
6280 W. Las Positas Boulevard
Suite 200
Pleasanton, CA 94588
925.462.1114 Office

9300 West Stockton Boulevard
Suite 105
Elk Grove, CA 95758
916.683.3340 Office

8150 Sierra College Boulevard
Suite 100
Roseville, CA 95661
916.781.6600 Office

SOUTHERN CALIFORNIA
15061 Springdale Street
Suite 205
Huntington Beach, CA 92649
714.899.9039 Office

9519 Chamberlain Street
Ventura, CA 93004
805.659.0017 Office

CENTRAL CALIFORNIA
7491 N. Remington Avenue
Suite 103
Fresno, CA 93711
559.448.9839 Office

COLORADO
1218 W. Ash Street
Suite C
Windsor, CO 80550
970.674.3300 Office

1505 Patton Drive
Boulder, CO 80303
303.444.0524 Office

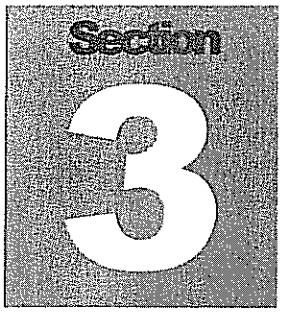
NEVADA
4815 W. Russell Road
Suite 11K
Las Vegas, NV 89118
702.476.2200 Office

Our convenient locations and responsive staff help you get what you want when you need it.

COMPARABLE CONTRACTS

Listed below are several Northern California clients where we presently provide services similar to those being requested. Interwest provides complete Building and Safety services as needed which include, building official, plan review, field inspection, permit technician, CASp and administration assistance. We can provide a single staff member or a complete team of professionals to deliver the needed services. We pride ourselves in being able to tailor our services and service levels based on the client's needs.

CLIENT	SCOPE OF WORK
City of American Canyon	Building Official, Plan Review
City of Berkeley	Plan Review
City of Dublin	Plan Review
City of Fairfield	Plan Review
City of Folsom	Plan Review, Building Inspection
City of Menlo Park	Plan Review, Permit Technician
City of Modesto	Plan Review, Building Inspection
City of Napa	Plan Review, Building Inspection, Permit Technician
City of Placerville	Building Official, Plan Review, Building Inspection, Permit Technician
City of Pittsburg	Plan Review
City of Pleasanton	Plan Review
City of Rancho Cordova	Plan Review, Building Inspection, Permit Technician
City of Rocklin	Plan Review, Building Inspection
City of Roseville	Plan Review, Building Inspection
City of St. Helena	Building Official, Plan Review, Building Inspection, Permit Technician
City of Tracy	Plan Review, Building Inspection, Fire Inspection
County of Placer	Plan Review
County of Napa	Plan Review
County of Shasta	Plan Review
County of Yolo	Plan Review
County of Yuba	Plan Review
County of Madera	Plan Review
Town of Atherton	Building Official, Plan Review, Building Inspection, Permit Technician
Town of Tiburon	Plan Review
CA Administrative Office of the Courts	Plan Review, Building Inspection



Qualifications and Experience

We have assembled a team of experienced professionals including multiple CA licensed structural engineers and CASp certified plans examiners to provide Building and Safety Services to the City of Turlock. Our talented staff shares a wealth of ideas and experiences spanning a broad spectrum of communities dealing with a fixed internal capacity and peak workload demands. This varied expertise allows us to hone the best processes and methods allowing us to use our experience to assist your jurisdiction. Our staff is knowledgeable code experts and experienced problem solvers who will work with citizens and the building community to successfully resolve problems that may arise during the plan review and construction process.

PRIMARY CONTACT & LOCATION

Services will be directed from our Roseville office. We propose **Ron Beehler, SE,** as the project manager and the key point of contact for issues regarding services. Ron and additional staff members will provide plan review, building inspection services, CASp services and any additional support needed to the City of Turlock Community Resource Agency. Through his supervision, you will have seamless and constant communication with our project team. Ron is fully authorized to negotiate contracts on behalf of Interwest Consulting Group. Ron will oversee and schedule all plan review work and inspection services. He will ensure that the City's needs and desires are being met and are responsible for quality control for all services. Ron's contact information is as follows:

Ron Beehler, SE, CBO
Regional Manager, Building and Safety Services
rbeehler@interwestgrp.com
Phone: 916.273.4663
Mobile: 916.204.3178

Ron has extensive experience within the building industry; he is a licensed Structural Engineer in the State's of California and Nevada and has been involved with both the plan review and inspections of numerous complicated and high profile projects. Additionally, as Regional Manager for Interwest's Building and Safety Group, Ron has coordinated plan review, inspection and counter services for many cities, counties, and state agencies throughout California providing him with insight on best practices for delivery of building department services. Ron recently provided building official services for the City of American Canyon, which included supervision of all public counter and customer service staff, all plan review and building inspection services and all code enforcement staff and code enforcement activities for the City. Ron has also recently presented full day and half day classes on a variety of plan review and building code related topics for professional organizations including CALBO, Sacramento Valley Association of Building Officials, San Joaquin Chapter of the ICC, Southern Nevada ICC's EduCode and the Yosemite ICC Chapter.

Supporting Ron is a highly-qualified, knowledgeable and motivated staff of engineers, plans examiners, inspection and administrative personnel. They know and thoroughly understand the dynamics and requirements of working with and within jurisdictions. They are skilled in sensitive, large-scale construction projects or working with demanding customers and project schedules while delivering accurate and on-time plan reviews and inspection services. Resumes for each proposed staff member are included. Additional support, if required, is always available from our other branch office locations.

We offer experienced and CA licensed structural engineers, highly qualified and ICC certified building officials and plan examiners, seasoned ICC Certified inspectors, CASp certified staff as well as ICC certified building technicians with extensive experience. All of our personnel are knowledgeable jurisdictional staff and understand the procedures,

policies, and deadlines necessary to keep building departments running smoothly. We work strictly for public agency clients thus avoiding any conflict of interest.

As municipal consultants to many jurisdictions, Interwest staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross-trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital City staff and departments.

With extensive backgrounds in providing building support services for a wide array of projects, our personnel are familiar with construction utilizing all types of state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including numerous California schools, colleges, OSHPD3 clinics and essential service buildings, commercial buildings, corporate campuses, and industrial facilities.

Our proposed team is dedicated to providing first-class Building and Safety Services. We have included an organization chart and a list of staff by expertise. Comprehensive resumes with their complete history and professional registrations are included in this proposal.

SUB-CONSULTANTS

We do not anticipate using sub-consultants for services to be provided for the City of Turlock at this time.

STAFF RESUMES

Below are staff members who are immediately available to start providing services to the City of Turlock.

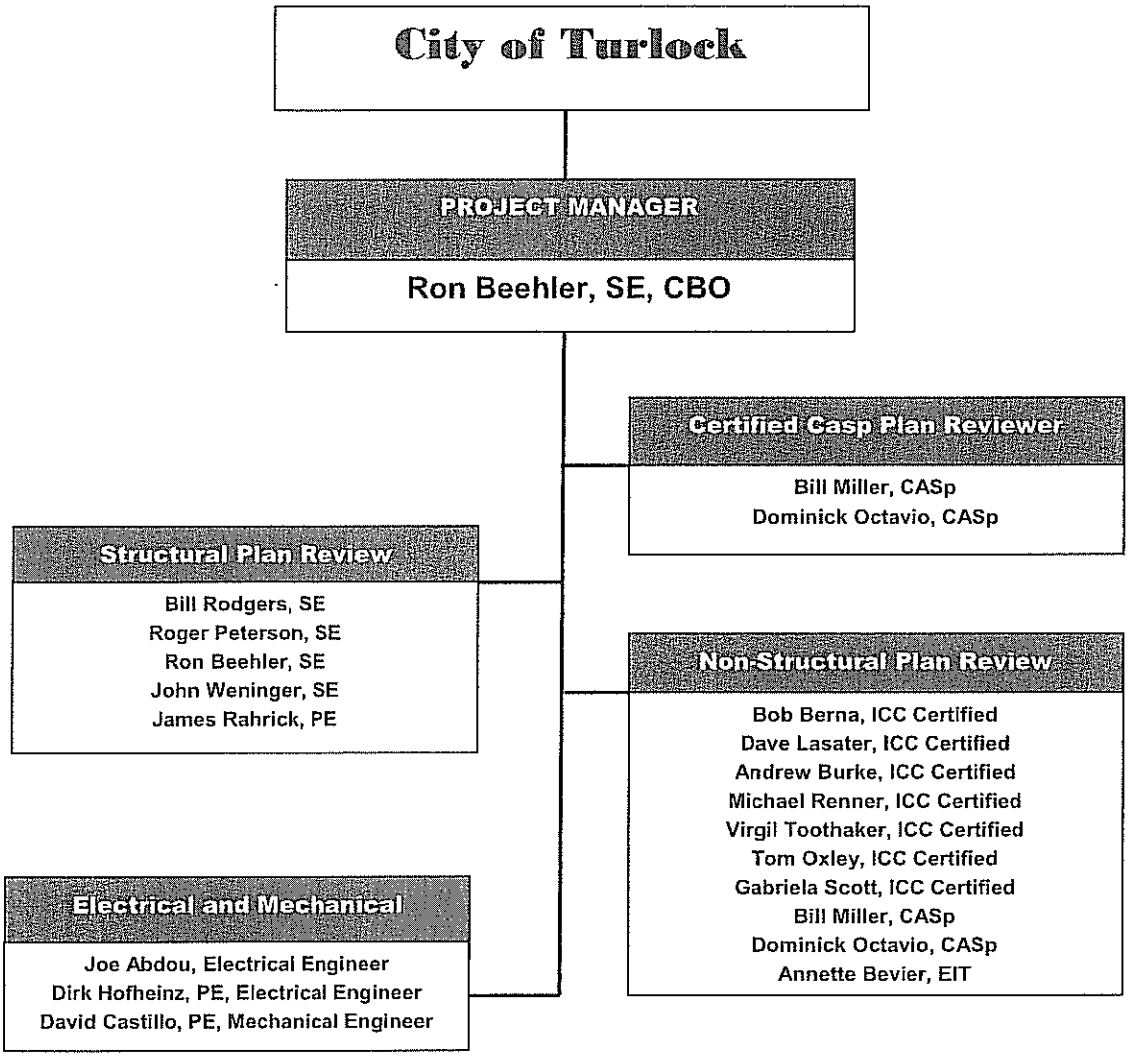
Resumes are included in the Appendix.

Ron Beehler, CBO, Structural Engineer	PROJECT MANAGER
Bill Rodgers, Structural Engineer	PLAN REVIEW
Roger Peterson, Structural Engineer	PLAN REVIEW
John Weninger, Structural Engineer	PLAN REVIEW
James Rahrick, Professional Engineer	PLAN REVIEW
Bob Berna, ICC Certified	PLAN REVIEW
Bill Miller, Casp, ICC Certified	PLAN REVIEW | CASP
Annette Bevier, EIT, ICC Certified	PLAN REVIEW
Gabriela Scott, ICC Certified	PLAN REVIEW | INSPECTION
Andrew Burke, ICC Certified	PLAN REVIEW
Michael Renner, ICC Certified	PLAN REVIEW | INSPECTION
Virgil Toothaker, CBO, ICC Certified	PLAN REVIEW | INSPECTION
Tom Oxely, ICC Certified	PLAN REVIEW | INSPECTION
Dave Lasater, ICC Certified	PLAN REVIEW | INSPECTION
Dominick Octavio, Casp, ICC Certified	PLAN REVIEW | INSPECTION | CASP
Joe Abdou, Electrical Engineer	ELECTRICAL PLAN REVIEW | INSPECTION
Dirk Hofheinz, Electrical Engineer	ELECTRICAL PLAN REVIEW | INSPECTION
David Castillo, Mechanical Engineer	MECHANICAL PLAN REVIEW | INSPECTION

ORGANIZATION CHART

We propose the follow structure and staffing candidates for services to the City of Turlock.

Interwest clearly understands the need for staffing flexibility. As workloads increase, additional Interwest staff will be provided to address peak workload needs. As development processing is cyclical, any decrease in workload can be offset by a decrease in our services.



LICENSES & CERTIFICATIONS

The following information is provided to highlight the depth of staff resources and expertise available.

Structural Plan Review

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Ron Beehler, SE	
CABO Certified Building Official	*1492*
California Registered Civil Engineer	*C39404*
California Registered Structural Engineer	*S3632*
ICC Building Inspector	*0801789-B5*
ICC Plans Examiner	*15090*
UBC Building Inspector	*0801789-10*
Bill Rodgers, SE	
California Registered Civil Engineer	*C50673*
California Registered Structural Engineer	*S4198*
Nevada Registered Civil/Structural Engineer	*C/S18427*
Roger Peterson, SE	
California Registered Civil Engineer	*C46096*
California Registered Structural Engineer	*S3846*
Idaho Registered Civil/Structural Engineer	*C/S8225*
John Weninger, SE	
California Registered Civil Engineer	*43746*
California Registered Structural Engineer	*3740*
James Rahrick, PE	
California Professional Engineer	*35321*
Utah Professional Engineer	*355766-2202*
Colorado Professional Engineer	*34375*

Non-Structural Review

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Bob Berna, Fire & Life Safety Plan Review	
CBC Building Inspector	*0067020-K1*
CBC Building Plans Examiner	*0067020-K6*
CBC Combination Inspector	*0067020-K8*
CBC Electrical Inspector	*0067020-K2*
CBC Mechanical Inspector	*0067020-K4*
CPC Plumbing Inspector	*0067020-K3*
IAPMO Uniform Mechanical Inspector	*090119*
IAPMO Uniform Plumbing Inspector	*015052*
ICC Building Inspector	*0067020-B5*
ICC Combination Inspector	*0067020-50*
ICC Commercial Combination Inspector	*0067020-C5*
ICC Electrical Inspector	*0067020-E5*
ICC Mechanical Inspector	*0067020-M5*
ICC Plumbing Inspector	*0067020-P5*
ICC Residential Combination Inspector	*0067020-R5*
ICC/ICBO Plans Examiner	*0067020-06*
UBC Building Inspector	*0067020-10*
UBC Building Plans Examiner	*0067020-60*
UBC Combination Dwelling Inspector	*0067020-56*
UMC Mechanical Inspector	*0067020-44*
UPC Plumbing Inspector	*0067020-34*

Bill Miller, Fire & Life Safety / CASp Plan Review

Certified Access Specialist	*CASp-087*
Council of American Building Official CBO	*2171*
ICBO/IAPMO Plumbing Inspector	*34090*
ICBO/IAPMO Mechanical Inspector	*51131*
California State Energy Auditor	*3134*
ACE III-Initial Disaster Housing Inspector	*22121*
UBC Building Inspector	*0819718-10*
UMC Mechanical Inspector	*0819718-44*
ICC Plumbing Inspector	*0819718-P5*
ICC Residential Combination Inspector	*0819718-R5*
ICC Combination Dwelling Inspector	*0819718-56*
UPC Plumbing Inspector	*0819718.34*
ICC Accessibility Inspector/Plans Examiner	*0819718-21*
ICC Certified Building Official	*0819718-CB*
ICC Mechanical Inspector	*0819718-M5*
ICC Building Inspector	*0819718-B5*
ICC Building Plans Examiner	*0819718-B3*
UBC Building Plans Examiner	*0819718-60*

Annette Bevier, Plan Review

ICC/ICBO Plans Examiner	*08018477*
California Engineer-In-Training	*130173*

David Lasater, Plan Review

ICC Commercial Plans Examiner	*5258777*
ICC Commercial Building Inspector	*5258777*
ICC Residential Building Inspector	*5258777*

Dominick Octavio, CASp, Plan Review & Inspection

Certified Access Specialist	*CASp-475*
UBC Building Inspector	
ICC Commercial Building Inspector	*5297248*
ICC California Commercial Building Inspector	*5297248*
ICC Residential Building Inspector	*5297248*
ICC California Residential Building Inspector	*5297248*
State of California Safety Assessment Program	*62071*

Andrew Burke, Plan Review & Inspection

ICC Commercial Building Inspector	*08123443*
ICC Residential Combination Inspector	*08123443*
ICC Residential Building Inspector	*08123443*
ICC Residential Electrical Inspector	*08123443*
ICC Residential Mechanical Inspector	*08123443*
ICC Residential Plumbing Inspector	*08123443*
ICC Permit Technician	*08123443*

Michael Renner, Plan Review & Inspection

ICC Building Inspector	*00201018-B5*
ICC Commercial Building Inspector	*00201018-B2*
ICC Building Plans Examiner	*00201018-B3*
ICC Residential Building Inspector	*00201018-B1*
ICC Residential Plans Examiner	*00201018-R3*
ICC Residential Electrical Inspector	*00201018-E1*

Virgil Toothaker

CABO Certified Building Official	*1360*
ICC Certified Building Official	*0829555-CB*
ICC Certified Building Official Certification Maintenance Program	
ICBO Building Inspector	*16542*
ICBO Combination Inspector	*58967*
ICBO/IAPMO Plumbing Inspector	*17658*

ICBO/IAPMO Mechanical Inspector	*22992*
ICBO Electrical Inspector	*48149*
ICC Building Inspector	*0829555-10*
ICC Plumbing Inspector	*0829555-P5*
ICC Building Plans Examiner	*5232473-60*
ICC Mechanical Inspector	*0829555-M5*
ICC Combination Inspector	*0829555-50*
ICC Electrical inspector	*082555-E5*

Tom Oxley

ICC Plans Examiner	*5044094*
Residential and Commercial building Inspector	*5044094*

Electrical and Mechanical

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Joe Abdou, Electrical Plan Review	
Electrical Engineer	
David Castillo, PE, Mechanical Plan Review	
California Registered Mechanical Engineer	*31455*
Certificate in Fire Protection Engineering	
Certificate in HVAC and Refrigeration	
Dirk Hofheniz, EE, Electrical Plan Review	
Electrical Engineer	*E16365*

SCOPE OF WORK

We understand the City is looking for a consultant who can provide an experienced team to provide as needed plan review services. Services should seamlessly integrate and coordinate with the City's other departments and provide uninterrupted, efficient, and cost effective building department services to the public.
Interwest Consulting Group has a proven track record providing these same services to jurisdictions and has the resources to remain flexible with experienced staff that is available to provide the services outlined in this proposal.

Interwest is prepared to immediately start work for the City of Turlock. Interwest has extensive experience and a proven track record seamlessly integrating plan review services as needed in a cost effective manner. Our services consist of providing a single staff member or a complete team in the areas of plan review services. We tailor our staff to fit the specific needs of our client.

The proposed team is comprised of highly experienced, customer-service oriented professionals who have successfully served many client jurisdictions. We view our role and mission is to provide the following:

- ✓ ***A team of professionals*** *with high-level experience and skills in successful management of building department services, staff with a* ***customer service focus*** *and thorough knowledge of building department policies and procedures, and promoting cooperation and partnership with other County departments and outside agencies*
- ✓ ***Licensed Plan Review Engineers*** *and/or ICC certified Plans Examiners for thorough and timely plan reviews to ensure compliance to all Building Codes and City and State laws and requirements.*
- ✓ ***License Structural Engineers*** *who have extensive experience with large and complex projects including projects subjected to significant snow loads.*
- ✓ ***CASp certified staff*** *who are intimately familiar with the regulatory requirements related to ensuring buildings comply with the latest accessibility guidelines and requirements.*
- ✓ *Services in a* ***cost-effective manner*** *that remains within budget constraints.*
- ✓ *Provide all pick up and delivery of all plans to and from the City at* ***no cost to the City.***

PROJECT CONTROLS

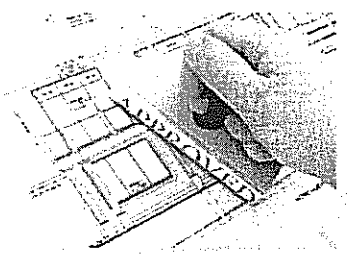
The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

A crucial project control involves generating timely invoices tailored to City needs. We closely track all operations at each location monitoring project timesheets, invoices, as well as project (plans) tracking via a customized database with routine oversight by the assigned manager. This critical information keeps us within budget, provides knowledge of when to staff up or down, and ensures all projects are reviewed and returned in a timely manner.

Interwest Consulting Group does not intend to utilize the services of sub-contractors in the performance of work under this contract.

BUILDING AND SAFETY PLAN REVIEW

It is critical that projects flow quickly and smoothly through the regulatory approval process. We fully understand this critical component. You'll find our people are ready to assist with solutions and recommendations that are specific to your needs.



All plans examination services will be performed under the direction of a licensed Civil or Structural Engineer and/or an ICC certified Plans Examiner with CASp certification as necessary for the specific project. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional offices for plan review and inspection services. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Plans will be checked for conformance with the latest adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility and Energy Conservation requirements as mandated by State Title 24 and all applicable local amendments and ordinances.

Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve any violations of codes, standards or local ordinances. We will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. Plan review comments will be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. Interwest will provide a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. Comment letters are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest will transmit plan review comments and coordinate re-checks directly with the applicant.

Upon completion of our final review, two sets of submitted documents bearing Interwest Consulting plan review stamps and a final letter recommending the City's approval of the documents will be returned to the City for review and permit issuance.

Code Interpretations

Code interpretations are subject to final review and approval by the Building Official and or City designated staff. Interwest Consulting Group's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

Transporting Plans

Interwest Consulting Group will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

Maximum proposed turnaround time for plan check

We consistently complete plan reviews within the timeframes listed below as our standard business practice. We work hard to accommodate any turn-around schedule desired by the jurisdiction. Multi-disciplinary reviews are typically performed in our offices but we are available for onsite work when required and whenever possible. We will furnish the following tiered turnaround:

Type of Job	Maximum Turn Around Time First Check	Re-Check
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days

Communicating Plan Review Results

Plan reviews will consist of written comments in electronic format as directed by the City. Comment letters will be sent to the City and applicant at the completion of each review or as directed by the City.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest Consulting Group will transmit plan review comments and coordinate re-checks directly to the applicant as required and completed plan review documents ready for approval will be returned to the City for final approval.

On-Site Consultant Services & Meeting Attendance

Interwest Consulting Group has staff available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of our plan review service.

Electronic Plan Check Services

Interwest Consulting Group currently provides electronic permitting and plan review services for multiple jurisdictions. We have found the jurisdictions with whom we work, including their respective customers, have a wide range of needs and expectations regarding electronic plan review and permitting services. We have worked with some clients to develop electronic plan review systems utilizing several of the open market software applications and hosting sites available. Some clients, such as Salt Lake City and Clark County, Nevada – both jurisdictions with highly complicated commercial development activities - have established comprehensive electronic permit and plan review systems. In contrast, we have found jurisdictions that have primarily light commercial and residential development, simply need access to our FTP site to allow their Applicant's to upload digital content directly to our staff. Rather a "one-size-fits-all" approach to electronic plan review via proprietary systems, we instead believe our clients are best served by a non-proprietary, commercially-available system that could be tailored to the City's specific needs.

Creating a system tailored to the needs of the individual client utilizing readily available software allows for the customization of the system to easily integrate the electronic plan review system with the needs of other departments. With the plethora of commercially available FTP sites available for electronic file hosting at nominal costs there is no longer a need for agencies to purchase or lease expensive proprietary systems. Recently, Interwest's IT staff established a comprehensive electronic permitting and plan review system for the City of Elk Grove utilizing commercially-available software that is not proprietary to Interwest or any other service provider.

Our belief is that the City should retain ownership of whatever system is put in place so that you control your service delivery options in the future and do not become too dependent on one particular service provider.

Plan Review Tracking Method & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

Interwest Consulting Group uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

Customer Service

Our company emphasizes superior customer service to all of our employees. We take an out-of-the-box approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review issues in the most efficient manner possible. In addition, the staff at Interwest brings a can-do attitude to their work—always focused on efficient plan review processes and successful project outcomes.

Interwest Consulting Group's engineers, architects, plans examiners and inspectors understand the importance of providing superior customer service to applicants, contractors and designers. Our philosophy is to provide our services in a professional, courteous and collaborative manner. We encourage our staff to work as part of the project team to insure successful project outcomes.

Special Projects

Interwest Consulting Group is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

Interwest Consulting Group's staff of engineers and plans examiners will work with the City of Turlock as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest Consulting Group will furnish assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms.

Technical Capabilities in Plan Check Areas

The Interwest staff members selected for this project possess significant technical capabilities in all of the requested areas of plan review competence.

CASp

Interwest Consulting Group has CASp certified individuals on staff knowledgeable of state and federal accessibility laws and regulations and possesses the expertise necessary to promote access to facilities for persons with disabilities. In accordance with newly-formed rules and regulations we will supply a CASp certified professional to review all plans for accessibility and will comply with regulations to provide a sufficient number of building inspectors who are CASp.

We offer support to municipalities for compliance enforcement and/or developing a transition plan, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist municipal departments, government agencies and local communities to explain various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law 'interpretation,' hardship and code/law changes.

Green Building Standards

Our staff is familiar with the incorporation of CalGreen building concepts into project designs and its potential impact from the building code. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few. We have also reviewed "straw bale" constructed homes.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO_2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Whether your jurisdiction projects are new construction or renovation, energy efficient roofing, water run-off management and renewable energy are all important points to consider, Interwest Consulting Group helps make it easy.

T24 Energy

Our engineers and plan reviewers are up to date on all California Energy requirements as they relate to both new and remodel construction on large commercial projects to small residential additions.

Fire Code Plan Review

Experienced, licensed professional fire protection plans examiners are available to handle your workload. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to the following: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards and your local/regional amendments.

Architectural

Interwest Consulting Group's non-structural plans examiners furnish plan review services for a vast array of projects including large commercial, institutional, industrial, retail, OSHPD 3 medical office buildings, and residential projects. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current additions of the following model codes:

- ✓ *California Code of Regulations, Title 24, Parts 1 through 6 and 9.*
- ✓ *International Building Code (IBC)*
- ✓ *ANSI Standards*
- ✓ *NFPA Codes & Standards*

Structural

Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- ✓ *Wood*
- ✓ *Masonry*
- ✓ *Concrete*
- ✓ *Steel*

Our engineers have designed or reviewed a wide array of structural systems including:

- ✓ *FEMA Compliant Steel Moment Frames*
- ✓ *Buckling Restrained Braced Frames Energy Dissipation Systems*
- ✓ *Eccentric Braced Frames*
- ✓ *Concentric Braced Frames*
- ✓ *Concrete Moment Frames*
- ✓ *Wood Shearwall Systems*
- ✓ *Masonry Shearwall Systems*
- ✓ *Concrete Shearwall Systems*
- ✓ *Cantilevered Column Systems*
- ✓ *Pre-Stressed / Post-Tensioned Concrete*

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- ✓ *Title 24, Part 2, Volume 2, California Code of Regulations (CCR)*
- ✓ *International Building Code (IBC)*
- ✓ *ASCE 7-10*
- ✓ *NEHRP*
- ✓ *AISC 341 & 360*
- ✓ *ACI*
- ✓ *FEMA 350, 351 & 353*
- ✓ *ANSI/AF & PA NDS*

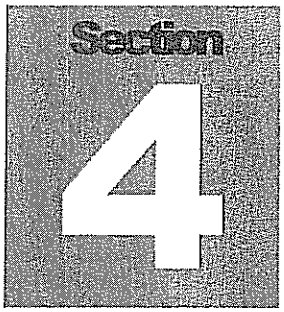
Mechanical, Plumbing & Electrical

Interwest staff is well versed in the California Mechanical, California Plumbing and the California Electrical codes. We review submitted design documents to ensure compliance with the City codes. We have made the transition to the newly-adopted codes and currently review for those codes as required. All staff is licensed and/or certified in the State of California as well as personnel who hold multiple licenses across many states. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- ✓ *California Building Code*
- ✓ *California Plumbing Code*
- ✓ *California Mechanical Code*
- ✓ *California Electrical Code*
- ✓ *Jurisdiction-Adopted Amendments or Ordinances*

Other review services are provided based on current editions of local or national standards such as:

- ✓ *International Building Code*
- ✓ *International Residential Code*
- ✓ *International Mechanical Code*
- ✓ *International Plumbing Code*
- ✓ *NFPA Standards 13 (automatic fire sprinkler systems)*
- ✓ *NFPA Standards 14 (standpipes)*
- ✓ *NFPA Standards 20 (fire pumps)*
- ✓ *NFPA Standards 72 (fire alarms)*
- ✓ *NFPA Standards 99 (medical gases)*
- ✓ *NFPA 101 Life Safety Code*
- ✓ *FEMA & NEHRP Requirements for Existing Buildings*



Relevant Project Experience

RELEVANT PLAN REVIEW PROJECTS

The following project experience is a small sample of the types of projects for which we furnish building and safety services. We provide full service building department services, in-house staff augmentation plans examination services and out sourced building department plans examination services to a multitude of agencies throughout California. Over the past ten years our staff proposed for service to the City of Turlock has provided plan review and inspection services for numerous new and remodeled commercial, OSHPD3 medical facility, industrial, retail, tenant improvement, multi-family residential and custom residential projects. We have also provided plan review and inspection services for multiple master plan development projects and publically owned building projects. Additional listings of projects for which our proposed staff have provided plan review and/or inspection services for is available upon request.

Horn Residence Remodel and Addition | CAPITOLA, CA

Interwest Consulting Group provides outsourced building plan review for many residential addition and remodel projects for the City of Capitola. This project consisted on an addition and remodel of an existing residential dwelling utilizing an engineered approach for the structural design of the addition. Type of construction is VB and Occupancy Groups included R-3 and U. Plans were reviewed to verify compliance with the 2013 CA Building Codes. Estimated construction cost for this project is $150,000.

Client: City of Capitola, Plan review completed April 2014

Contact:
Mark Wheeler
Chief Building Official
420 Capitola Avenue | Capitola, CA 95010
(831) 475-7300 | Mwheeler@ci.capitola.ca.us

In Shape Health Club | NAPA,CA

Interwest Consulting Group provided complete plan review services for this newly constructed 34,569 square foot health club. This state of the art health club facility is comprised of a new two level fully sprinklered building of Type III B construction. Occupancy Group is A-3. Plans were reviewed to verify compliance with the 2010 CA Building Codes. Estimated construction cost for this project is $7,000,000.

Client: City of Napa, Plan review completed January 2014

Contact:
Dan Kavarian
Chief Building Official
1600 First Street | Napa, CA 94559
(707) 257-9540 Extension 7327 | dkavarian@cityofnapa.org

Seismic Retrofit, 1638 Hearst Avenue | BERKELEY, CA

This project consisted of a seismic retrofit to an existing two level, 5,632 square foot, two-story apartment building. Occupancy Group is R-2 with Type VB Construction. Plans were reviewed to verify compliance with the structural requirements of the 2010 CA Building Code and ASCE 7-10. Estimated construction cost for this project is $500,000.

Client: City of Berkeley, Plan review completed January 2014

Contact:
Val Dizitser
Building and Safety Division
2180 Milvia Street | Berkeley, CA 94704
(510) 981-7446 |Vditzer@ci.berkeley.ca.us

Hampton Inn and Suites | NAPA, CA

Interwest Consulting Group provided complete plan review services for this newly constructed 75,998 square foot hotel building. This new four level, fully sprinklered hotel building utilized Type III A construction. This project included R-1, B, A-2, and F-1 Occupancy Groups. Plans were reviewed to verify compliance with the 2010 CA Building Codes. Estimated construction cost for this project is $12,000,000.

Client: City of Napa, Plan review completed April 2014

Contact:
Dan Kavarian
Chief Building Official
1600 First Street | Napa, CA 94559
(707) 257-9540 Extension 7327 | dkavarian@cityofnapa.org

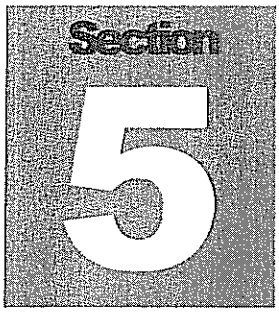
Santa Clara County Justice Center | SANTA CLARA, CA

This project is an eight-story with basement courthouse structure with Groups A-2, A-3, I-3, S-1 and S-2 occupancy classifications and Type IA fully sprinklered construction. The total area of the courthouse building is 233,695 square feet. The courthouse building consists of a structural steel frame with exterior curtain wall.. The courthouse building contains court rooms, jury chambers, judicial chambers, administrative office spaces, sallyports for security and other associated facilities. The estimated construction cost for this project is $600,000,000.

Client: State of CA, Administrative Office of the Courts, Plan review completed August 2013

Contact:
Jim Stephenson
Chief of Design and Construction
Administrative office of the Courts
2860 Gateway Oaks Drive, Suite 400 | Sacramento, CA 95833
(916) 263-8198

Numerous additional recently completed plan review project examples including single and multi-family residential projects, large and small tenant improvement projects, OSHPD 3 projects, and additional new building projects are available upon request.



Rate Structure

For complete plan review services for commercial and residential projects reviewed in our offices, we propose a fee equal to 70% of the plan review fees based on the City of Turlock's adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates shown below.

For partial reviews such as structural only, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested, or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below.

Expedited Plan Review Services Fees

Interwest Consulting Group can provide expedited or fast-track plan review services based on the availability of staff. Fees for expedited plan reviews will be charged at a rate of 1.4 times the rate specified for typical plan reviews as noted above. We propose that expedited fees, for larger complex projects where the valuation exceeds $5 million, be negotiated on a case-by-case basis. Time frames for performance of expedited or fast-track plan review services will be negotiated based on the size and complexity of the specific project.

Fire Plan Review Services

Fire plan review will be provided on an hourly basis per our Schedule of Hourly Billing Rates shown below, or as negotiated on a case-by-case basis.

Site Civil Plan Review Services

Site civil plan review services can be provided on an hourly basis and charged per our Schedule of Billing Rates shown above.

Free Pick Up & Delivery

There is no charge for courier or shipping services.

Schedule of Hourly Billing Rates

CLASSIFICATION	HOURLY BILLING RATE
Licensed Engineer Building Plans Examiner	$125
Licensed Engineer Civil Plans Examiner	125
Senior Building Plans Examiner	90
Senior Civil Plans Examiner	90
Fire Plans Examiner / Inspector	95
CASp	95

Mileage: Mileage for building inspection and fire inspection services will be charged at the current IRS rate while inspections are being performed.

Section 6

References

CLIENT REFERENCES

As a full service company to government agencies, we take pride in provide quality, cost effective and prompt service. We provide plan review and/or inspection services for the following jurisdictions. All assignments have been completed within budget and within specified timeframes.

CITY OF FOLSOM

Steve Burger
Chief Building Official
50 Natoma Street | Folsom, CA 95630
(916) 351-3555 | sburger@folsom.ca.us

Services Provided: Building and Fire Plan Review and Inspection Services
Current Client
Contract Amount Varies

PLACER COUNTY

Tim Wegner
Building Official
3091 County Center Drive | Auburn, CA 95603
530-745-3010 | twegner@placer.ca.gov

Services Provided: Building and Fire Plan Review Services
Presently Providing Services
Contract Amount Varies

CITY OF WOODLAND

Paul Siegel
Chief Building Official
300 First Street | Woodland, CA 95695
(530) 661-5820 | paul.siegel@cityofwoodland.org

Services Provided: Building Plan Review Services
Presently Providing Services
Contract Amount Varies

COUNTY OF NAPA

Daryl Mayes
Chief Building Official
1195 Third St., Suite 210 | Napa, CA 94559
707-253-4417 | building@countyofnapa.org

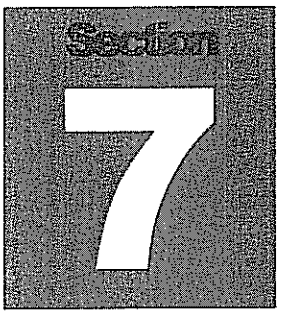
Services Provided: In House Building Plan Review Services
Presently Providing Services
Contract Amount Varies

CITY OF NAPA

Dan Kavarian
Chief Building Official
1600 First Street | Napa, CA 94559
707-257-9540 | dkavarian@cityofnapa.org

Services Provided: Building Plan Review Services
Presently Providing Services
Contract Amount Varies

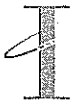
Additional client references are available upon request



Appendix

STAFF RESUMES

We have assembled a team of strong, experienced professionals to provide Building and Safety Services to the City of Turlock. Attached are their resumes outlining their experience in their respective fields.



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Ron Beehler, SE, CBO

Supervising Structural Engineer | Certified Building Official

Ron has over 30 years experience performing life safety, accessibility and structural plan reviews for commercial and healthcare facilities in California. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors during which the Building Division issued over 18,000 permits annually for construction with valuation in excess of one billion dollars. Additional work experience includes his move up from Senior Structural Engineer to Regional Compliance Officer with the Office of Statewide Health Planning and Development (OSHPD) where he was responsible for structural plan review of hospital projects and responsible for hospital and health care facility construction oversight in the Los Angeles and San Diego areas. Prior to joining OSHPD he was Chief of Engineering Design and Construction for the California National Guard.

Ron is dedicated to maintaining his structural skills and knowledge of California building codes, laws and regulations related to the structural design of building structures. He attends structural symposiums, lectures, and training classes on a regular basis to ensure up-to-date knowledge of state-of-the-art design practices.

EDUCATION

Graduate coursework in Structural and Geo-Technical Engineering | California State University Sacramento

BS, Civil Engineering | California State University, Chico

AA, Physical Science | Butte College, Oroville, CA

REGISTRATIONS CERTIFICATIONS

Structural Engineer
State of California | SE3632

Professional Civil Engineer
State of California | CE39404

Structural Engineer
State of Nevada | SE019992

Professional Civil Engineer
State of Nevada | CE019992

CABO Building Official

ICC/ICBO Plans Examiner

ICC/ICBO Building Inspector

Lecturer on Building Code Related Topics

California Licensed General and Electrical Contractor

National Earthquake Hazard Reduction Program Training

California Construction Law Training

Construction Claim Mitigation Training

Leadership Training

PROJECT SPECIFIC EXPERIENCE

Building & Safety Services Manager
2006 – Present Interwest Consulting Group

Structural engineer and lead project manager performing comprehensive plan review and client relations services for California.

Chief Building Official
2003 – 2006 City of Sacramento

Planned, directed and managed activities for a large department with oversight responsibilities for construction inspections and plan review with valuation exceeding $1 billion annually. Planned, organized, administered and evaluated staff work. Report writing and presentations to community groups and professional organizations, planned and administered $13.6 million budget.

Supervising Engineer | Building Inspection Division
2002 – 2003 City of Sacramento

Supervised plan review, managing plan intake and public counter functions for 2 regional permit centers, trained and mentored staff, met with architects and engineers to resolve building code related issues, coordinated plan review for high profile projects, worked with field inspection supervisors and inspectors.

Regional Compliance Officer | Senior Structural Engineer
1998 – 2002 CA State Office of Statewide Health Planning & Development

Supervised regional hospital in spection program coordinating field inspection staff and approval of special inspection issues. Resolved complicated code related inspection issues, reviewed plans, specifications and structural calculations for healthcare facilities. Consulted with architects, engineers to resolve complex code interpretation issued. Researched and investigated structural adequacy of building materials and manufactured products. Verified proper loads, forces and materials for the design of buildings and equipment anchorage.

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Engineering Supervisor
1991 – 1998 California National Guard

Supervised and planned work for engineering design and project inspection staff, developed scope and budgets for projects, directed preparation of plans from preliminary design through working drawings, coordinated and approved project specifications and cost estimates, negotiated and approved project changes, coordinated inspection activities, resolved inspection disputes, represented National Guard/Military Department at public meetings, conducted plan review for projects designed by consultants, presented design concepts and final designs.

Associate Structural Engineer
1987 – 1991 CA State Office of Statewide Health Planning & Development

Reviewed construction plans and specifications for new hospitals and skilled nursing facilities for California Building Code and UBC requirements, met with architects and engineers to resolve plan review issues, reviewed field changes, investigated and resolved construction conflicts and other administrative duties.

Associate Engineer | Architect
1983 – 1987 Sacramento County Building Dept/Plan Review Division

Reviewed construction plans and specifications, and structural calculations for building code compliance, reviewed plans for residential, multi-residential, commercial and industrial structures. Met with designers to resolve code issues related to commercial and residential structures.

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Bill Rodgers, SE

Senior Structural Engineer

Bill brings to Interwest over 19 years experience in the field of structural engineering including more than 7 years of experience as a plan review engineer. Bill's wealth of experience includes a varied and vast list of projects throughout Northern California and Nevada. In addition, he is very much in demand for hands-on work within jurisdictions due to his great success in blending excellent engineering skills with responsive customer service.

EDUCATION

BS, Civil Engineering
California State University, Sacramento

REGISTRATIONS CERTIFICATIONS

Civil Engineer
State of California | 50673

Structural Engineer
State of California | 4198

Civil/Structural Engineer
State of Nevada | 18427

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Northern California (SEAONC)

PROJECT SPECIFIC EXPERIENCE

Senior Structural Engineer / Plans Examiner
2006 – Present Interwest Consulting Group
Performing structural plan review for commercial and residential construction for municipalities.

Senior Structural Engineer / Plans Examiner
2001 – 2006 Bureau Veritas
Performed structural plan review for commercial and residential construction for municipalities.

Senior Structural Engineer / Associate / Designer
1995 – 2001 DES Architects
Managed a staff of 13 engineers and drafters. Responsible for staff workload and evaluation; verifying that work was done correctly and in a timely manner.

Also performed design work:

Northstar, Placer County, CA
Six-story, reinforced concrete/structural steel mixed use facility comprising five buildings with underground parking.

Solano Government Center, Fairfield, CA3
Multi-building project comprised of three-story parking structure, five-story office building, and two-story office building. The office building is passively damped, and was designed using pushover analysis.

Stonepoint Corporate Plaza, Building B, Roseville, CA
Six-story BRBF structure designed using FEMA 450 (NEHRP) criteria under Alternate Means and Methods.

Kaiser MOB II, Roseville, CA
Four-story BRBF structure designed using FEMA 450 criteria under Alternate Means and Methods.

CalSTRS Headquarters, West Sacramento, CA
Twenty-three story dual system structure (EBF, OMRF), presently in review.

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Roger Peterson, SE

Structural Engineer

With more than 24 years of experience in structural design and plan review, Roger brings considerable depth and knowledge to any project. Roger has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as one-story structures utilizing steel, concrete, timber and masonry framing systems. His design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects. Roger's expertise contributes to the success and safety of all projects.

EDUCATION

BS, Civil Engineering
University of Wyoming | 1987

REGISTRATIONS CERTIFICATIONS

Structural Engineer
State of California | SE3632

Structural Engineer
State of California | SE 3846

Civil Engineer
State of California | CE 46096

Civil/Structural Engineering,
State of Idaho | CE, SE 8225

PROFESSIONAL AFFILIATIONS

Structural Engineers Association |
Northern California (SEAONC)

PROJECT SPECIFIC EXPERIENCE

Senior Structural Engineer | Plans Examiner
2006 - Present Interwest Consulting Group
Performing structural plan review for commercial and residential construction for municipalities. Responsible for the production and performance of office including maintaining client relationships. Duties also include performing structural plan reviews for industrial, commercial and residential projects.

Senior Structural Engineer | Plans Examiner | Branch Manager
1999 – 2006 LP2A | Bureau Veritas
Branch manager and lead structural plan reviewer for the Sacramento Area branch office. Responsible for the production and performance of office including maintaining client relationships. Duties also included performing structural plan reviews for industrial, commercial and residential projects.

Project Engineer
1999 Power Engineers, Inc.
Project design engineer for industrial type project. Provided structural design and construction administration services.

Project Engineer | Office Manager
1998 – 1999 R2H Engineering, Inc.
Office Manager and project design engineer responsible for the structural design of commercial type projects.

Project Engineer
1995 - 1998 Rutherford & Chekene
Project engineer responsible for providing design and detailing for commercial and industrial type projects, including numerous projects in the micro-chip industry.

Design Engineer | Project Engineer
1987 - 1995 DES Engineers & Architects
Provided engineering design and detailing for commercial, institutional, corporate and residential building projects using wood, steel, concrete and masonry building materials.

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John Weninger Jr., SE, SECB, Leed AP

Senior Structural Engineer

With a Master's Degree in Structural Engineering and a Bachelor's Degree in Civil Engineering, John has over 27 years of experience in various aspects of the engineering process and code compliance. He has a lengthy list of past projects that vary from residential to commercial, from school modernization and the new building design to plan review and project management services. John is also experienced in staff supervision and customer service, which makes him not only accomplished in his skill but also adaptable to various projects and work situations.

EDUCATION

MS, Structural Engineering
California State University, Sacramento

BS, Civil Engineering
California State University, Sacramento

REGISTRATIONS CERTIFICATIONS

Civil Engineer
State of California | C43746

Structural Engineer
State of California | S3740

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Central California (SEAOCC)
- Current Program Chair
- Past President
- Board of Director
- Convention Chair 2003
- Technical Chair 2011
- Secretary
- Treasurer

American Society of Civil Engineers

PUBLICATIONS

"Structural Timber Shearwalls, the Alternatives and the ICC Evaluation Service"
By Warren, IV, W.L. and Weninger, Jr., J.J
For the 2008 SEAOCC

PROJECT SPECIFIC EXPERIENCE

Senior Structural Engineer / Plans Examiner
2012 – Present Interwest Consulting Group

Performs structural plan review for commercial and residential construction projects for a variety of municipalities.

Senior Structural Engineer
2006 – 2012 SESOL, Inc.

John's duties while employed here include: plan review, code compliance review, personnel supervision, preparation of field reports, and presentation of investigations. John also assisted in the development of Visual Basic for Applications software in Microsoft Excel for the analysis and design of structural components.

Senior Structural Engineer / Project Manager
1991 – 2006 Lionakis Beaumont Design Group

As a Project Manager for schools, hospitals, commercial and residential projects, John oversaw tasks from conceptual drawings through construction. Major projects included seismically retrofitting existing buildings such as the 17 story Pacific Bell building at 13th and J St. in Sacramento, the 10 story Pacific Bell Modesto Main building and the 12 story DMV building located on 24th street in Sacramento.

Structural Design Engineer
1990 – 1991 Buehler & Buehler

John's main projects while employed here included Tracy High School and the twenty-seven story Capitol Square building. He designed vertical load members, responded to plan check comments, field questions and change orders and reviewed inspection reports and test data to verify compliance with the plans and applicable codes.

Structural Design Engineer
1989 – 1990 CYGNA Consulting Engineers

John focus while employed here was the design of Tracy High School.

Structural Design Engineer
1985 – 1989 David Crane & Associates

While employed here, John provided design engineering services for several tilt-up concrete warehouses in Rancho Cordova and the Port of Sacramento. He was also the design engineer for the Toyota of Sacramento automotive dealership. His duties included: providing designs for retaining walls utilizing concrete, masonry, sheet piling and Earthstone blocks.

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JR Rahrick, PE

Senior Plan Review Engineer

JR brings over 12 years of solid engineering plan review and inspection skills backed by 25 years of engineering design covering a wide spectrum of engineering and construction disciplines.

JR has in-depth experience with reinforced and pre-stress concrete, masonry, timber, and structural steel construction design related to commercial and residential buildings, seismic retrofit design of existing commercial and residential buildings (including historical buildings), and engineered demolition, temporary shoring, and heavy lifting design related to bridges and large buildings.

Exhibiting a strong professional work ethic, JR provides thorough and timely plan reviews, enjoys and works well with clients, design and construction professionals, and the public.

EDUCATION

BS/AE, California Polytechnic State University, San Luis Obispo

REGISTRATIONS CERTIFICATIONS

Professional Engineer
State of California | 35321

Professional Engineer
State of Utah | 355766-2202

Professional Engineer
State of Colorado | 34375

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Northern California (SEAONC)

Structural Specialist for the Sacramento, CA Metro Fire District Urban Search & Rescue (USAR) Task Force #7 (TF-7) Attached to the State of California Office of Emergency Services (CA-OES), (FEMA), & the Army Corp of Engineers

Past Member of SAGE (Surveyors, Architects, Geologists, & Engineers) El Dorado County, CA | Business Professions & Practices Committee Member

PROJECT SPECIFIC EXPERIENCE

Senior Plan Review Engineer
2006 – Present Interwest Consulting Group
Project engineer performing structural plan review, specializing in high growth commercial and residential construction at client locations.

Senior Plan Review Engineer
2000 - 2006 Bureau Veritas
Performed commercial and residential structural plan reviews for various county and city building departments within Northern California, Project engineer for the City of Elk Grove.

Senior Chief Engineer
1995 – 2000 Florian Barth & Associates
Managed FBA's "Engineered Demolition Division"; proposed engineered demolition and/or temporary support methodologies, prepared cost estimates, and performed formal engineered demolition procedures for private, county, and state DOT (Caltrans) bridge demolition and seismic retrofit projects.

Consulting Engineer | Principal Owner
1989 - 1995 JR Engineering & Structures
Performed complete structural and seismic design analysis for various types of new and existing residential and commercial projects, predominately in San Francisco, San Mateo, and Santa Clara Counties. Also performed structural forensic reviews, prepared written engineering evaluations, and developed corrective retrofit designs for existing damaged structures.

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Bob Berna

Senior Plans Examiner

Bob thoroughly understands the challenges modern building departments face having served as CBO for the City of Petaluma, California. He utilizes this unique knowledge in his approach to plan review, balancing the delivery of timely and accurate reviews while remaining responsive and approachable to the public. This valuable experience is also evident in that Bob specializes in working directly in-house for jurisdictions, having successfully served the cities of Roseville and Folsom. Bob is extremely skilled in all disciplines required to successfully bring projects to approval, having longtime experience with all types of residential and non-residential projects.

EDUCATION

Santa Rosa Junior College
Santa Rosa Training Center

PC832 Arrest Course | 1998

Butte College, Durham, CA
Building Inspection Technology Program, 1984-85

University of Southern California, 1974 - 75

Arizona State College, 1965-66

Training Coordinator, 1989 – 1990, Connerly and Associates Inc.

Served as instruction coordinator for statewide training seminars

REGISTRATIONS CERTIFICATIONS

ICC/ICBO Plans Examiner |0067020-60

ICC/ICBO Building Inspector | 13688

ICC/ICBO Electrical Inspector | 14325

ICC/ICBO Plumbing Inspector | 15052

ICC/ICBO Mechanical Inspector | 13457

ICC/ICBO Rehabilitation/Conservation Inspector |14802

ICC/ICBO Combination Inspector | 15440

IAMPO Mechanical Inspector | UMC-CA-30

PROJECT SPECIFIC EXPERIENCE

Senior Plans Examiner
2006 – Present Interwest Consulting Group

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibly Standards; state and local building codes, policies, amendments, and ordinances.

Senior Plans Examiner
2001 - 2006 Bureau Veritas

Reviewed residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibly Standards; state and local building codes, policies, amendments, and ordinances.

Chief Building Official
1999 - 2001 City of Petaluma

Initially started as a three-month Interim Building Official moving to fulltime CBO. Received general direction from the Community Development Director in Managing, directing and coordinating the activities of the Building Inspection Division including the enforcement of city & state codes.

Plans Examiner |Building Inspector | Consultant Coordinator
1990 – 1999 City of Petaluma

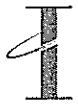
Reviewed residential and non-residential plans and structures for compliance.

Plans Examiner | Building Inspector
1989 - 1990 Willdan Associates

Reviewed residential and non-residential plans and structures for compliance.

Plans Examiner
1986 - 1990 City of Davis

Provided plan reviews for residential and commercial projects for compliance.



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William (Bill) Miller, CBO, CASp

Senior Plans Examiner | Certified Access Specialist | Senior Inspector | Certified Building Official

Bill has more than 36 years of experience in the building and safety field. He has acquired extensive expertise in plan review, and inspection services through his long tenure as former Chief Building Official for the Town of Truckee, and Building Inspector/Plans Examiner for Nevada County.

Bill is skilled in directing, managing, supervising, and coordinating all programs and activities of a building department including permit issuance, plan review, building inspection activities and uses a practical approach to solving problems.

EDUCATION

California Building Codes Credential | Washington State University

PC 832 - Arrest and Control

American River College | Sacramento CA

Certificate of Completion | Construction Supervision & Inspection

REGISTRATIONS CERTIFICATIONS

Certified Access Specialist | CASp-087

Council of American Building Official Building CBO | 2171

ICC Certified Building Official | 0819718-CB

ICC Building Inspector | 0819718-B5

ICC Building Plans Examiner | 0819718-B3

UBC Building Plans Examiner | 0819718-60

ICBO/IAPMO Plumbing Inspector | 34090

ICBO/IAPMO Mechanical Inspector |51131

ACE III-Initial Disaster Housing Inspector | 2121

UBC Building Inspector | 0819718-10

UMC Mechanical Inspector | 0819718-44

ICC Plumbing Inspector | 0819718-P5

ICC Residential Combination Inspector | 0819718-R5

ICC Combination Dwelling Inspector | 0819718-56

UPC Plumbing Inspector | 0819718.34

ICC Accessibility Inspector/Plans Examiner | 0819718-21

ICC Mechanical Inspector | 0819718-M5

California State Energy Auditor | 3134

PROJECT SPECIFIC EXPERIENCE

Senior Plans Examiner

2008 - Present Interwest Consulting Group

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards & California Accessibly Standards; State & local building codes, policies, amendments, and ordinances. Provides CASp services to a variety of clients.

Senior Plans Examiner/Manager

2006 - 2008 Bureau Veritas

Responsible for overseeing all the plan review operations and personally providing plan review services for residential, industrial, and commercials developments for various jurisdictions in Northern California.

Chief Building Official

1993 - 2005 Town of Truckee

Responsible for overseeing all Building Division operations including plan review, inspections, and counter service operations and providing plan review and inspection services for residential, industrial, and commercials developments within the Town limits. He developed comprehensive guidelines for plan review, inspection procedures, submittal requirements, and explored innovative ideas such as interactive internet permits, computer plan checks, and a voice recognition systems, to name a few.

Supervising Building Inspector

1983 – 1993 County of Nevada

Building Inspector/ Plans Examiner

1977 - 1983 County of Nevada

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Annette Bevier, EIT

Senior Plans Examiner

Annette has experience performing life-safety, architectural, mechanical, plumbing, electrical, fire codes, accessibility and structural reviews in residential, multifamily and commercial projects, including specialty reviews of OSHPD 3 licensed clinics, industrial facilities, hotel/motels and residential care facilities. This valuable experience is also evident in that Annette specializes in working directly with applicants, designers and jurisdictions, having successfully served the the central valley and Nevada. She approaches plan review with her unique knowledge while balancing the delivery of timely and accurate reviews and remaing responsive and approachable to the public. Annette is extremely skilled in all disciplines required to successfully bring projects to approval.

EXPERTISE

ICC Plans Examiner

EDUCATION

BS, Civil Engineering,
California State University, Fresno, CA
May 2008

REGISTRATIONS
CERTIFICATIONS

ICC/ICBO Plans Examiner

ICC # 8018477

Engineer-In-Training
State of California

EIT# 130173

PROJECT SPECIFIC EXPERIENCE

Senior Plans Examiner

2007 – Present **NAFFA International | Interwest Consulting Group**

Lead project manager performing comprehensive plan review and client relations services for Central California. Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards, Fire Codes and California Accessibly Standards; state and local building codes, policies, amendments, and ordinances.

INTERWEST
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www.interwestgrp.com

Gabriela A. Scott

Plans Examiner

Gabriela has 12 years of combined experience in Plan Checking, Construction and various Building Department entities. She is skilled in providing plan checks as well building and fire sprinkler inspections for residential, commercial and industrial buildings. Gabriela has worked with local agencies for compliance with current regulations to obtain permits for construction.

EDUCATION

San Francisco Institute of Architecture | Master in Green Building Science | Pending

California State University | Construction Management | 1994

Fresno City College | Architecture and Construction | 1991

REGISTRATIONS CERTIFICATIONS

CABEC California Residential Energy Examiner

ICC Accessibility Plan Examiner/Inspector

ICC Building Inspector

ICC Building Plans Examiner

ICC California Building Inspector

ICC California Residential Inspector

ICC California Commercial Inspector

LEED Green Associate

San Joaquin Valley ICC Chapter ¦Treasurer

PROJECT SPECIFIC EXPERIENCE

Plans Examiner
2013 - Present — Interwest Consulting Group

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards & California Accessibly Standards; State & local building codes, policies, amendments, and ordinances.

Building Official
2013 — City of Sanger | Building Department

Responsible for overseeing Building Department. She provided plan review as well as inspection services for residential, industrial, and commercials developments to ensure compliance with building codes, ordinances and regulations. Processed grading permits, elevation certificates and assisted on site plan reviews, in addition to issuing building permits. She provided customer service by phone and over the counter for home owners, builders and general public on a daily basis.

Plans Examiner
2008 - 2013 — County of Madera | Building Department

Performed residential and commercial plan reviews to ensure compliance with California building codes, County ordinances and regulations. She assisted contractors, architects, engineers and the general public with problems and questions concerning construction and legal requirements. Responsible for reviewing zoning and planning setback requirements. She also worked with FEMA, San Joaquin Air Pollution Control District, State Agencies HCD, DSA requirements for accessibility.

Building Plans Examiner
2005 – 2006 — Willdan | Consultants

Residential Plans Examiner
2004 - 2005 — City of Fresno | Building and Safety Division

Building Permit Assistant & Building Inspector
1998 - 2004 — County of Merced | Building Division

Draftsperson/Permit Assistant
1996 - 1998 — Western Homes

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Andrew Burke

Building Inspector

Andrew brings 11 years of industry experience in inspecting, administration and estimating. His formal training in ICC codes, as well as on the job experience, helps him to provide thorough and accurate commercial and residential inspections. Andrew's computer and customer service skills allows him to be very helpful as a permit technician. Andrew is an excellent asset to any building department both in the office and out in the field.

EDUCATION

Butte College 2012
AS Building Inspection Technology
AS Mathematics

CERTIFICATIONS

ICC# 08123443
ICC Commercial Building Inspector
ICC Residential Combination Inspector
ICC Residential Building Inspector
ICC Residential Electrical Inspector
ICC Residential Mechanical Inspector
ICC Residential Plumbing Inspector
ICC Residential Plans Examiner
ICC Permit Technician

PROJECT SPECIFIC EXPERIENCE

Plans Examiner/Building Inspector
2013 – Present Interwest Consulting Group

Provides life safety plan review for residential and commercial projects including residential master plans, custom residential projects, commercial tenent improvement and remodel projects. Inspects residential and commercial buildings for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibly Standards; state and local building codes, policies, amendments, and ordinances.

Accessibility Inspector
2012-2013 Disability Access Consultants

Inspected various buildings for accessibility compliance.

Building Department Intern
2012 Town of Los Gatos

Worked as an intern in various areas of a building department. Performed field inspections and worked behind the counter as a permit technician.

Senior Estimator/Operations Manager
2008 – 2010 Lambard Enterprises Inc.

Andrew provided written estimates for flooring in various types and sizes of buildings. As well, he managed the estimating department and used electronic software to read building plans. He oversaw the Northern California operations.

Senior Estimator
2000 – 2008 CFI Contemporary Floors Inc.

Provided written estimates for flooring in various types and sizes of buildings and used electronic software to read building plans.

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EDUCATION

Butte College
Building Inspection Technology Program

REGISTRATIONS
CERTIFICATIONS

ICC# 00204018
Building Inspector
ICC Commercial Building Inspector
ICC Building Plans Examiner
ICC Residential Building Inspector
ICC Residential Plans Examiner
ICC Residential Mechanical Inspector
ICC Residential Electrical Inspector

Michael Renner

Plans Examiner

Michael has worked on and oversaw projects from one million square feet to small bathroom remodels. Having a vast experience in both commercial and residential constuction as well as code compliance, he is able to bring his knowledge and experience to the plan review process. Michael also is skilled at providing oustanding customer service and finishing even the largest of projects accurately and on time.

PROJECT SPECIFIC EXPERIENCE

Plans Examiner
2013 – Present Interwest Consulting Group

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibility Standards; state and local building codes, policies, amendments, and ordinances.

Consultant
2009 - 2012 Self - Employed

Worked with various contracters in many diffferent aspects of construction.

Journeyman Carpenter
2006 - 2009 California Nail

Responsible for commerical projects up to one million square feet, from layout to finish, and completed these projects on time and on buget.

Construction/Shop Superintendent
2004 – 2006 Freestyle Concrete

Supervised the construction and installation of concrete countertops and floor overlayments, was also very involved with installation on many projects. Oversaw the complete running of the fabrication shop, hiring of employees and coordinating with contractors. Estimated material and worker requirements to complete projects.

Foreman | Estimator
2002 - 2004 The Nailing Company

Examined and inspected work progress and sites to verify safety. Also to ensure all specifications were met. Read blueprints to determine construction requirements, and plan procedures. Also estimated material and hours.

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Virgil Toothaker, CBO

Senior Plans Examiner | Certified Building Official

Virgil has over 29 years experience working within building departments successfully providing and supervising virtually all building department functions throughout his career. Virgil is an ICC Certified CBO and Building Inspector utilizing his vast experience to provide outstanding management, plan review and building inspection services for our clients.

Virgil makes a difference by developing solid partnerships with staff, developers and the public to achieve the goals of our clients. He continuously assists the customer by providing guidance and education on the construction and inspection process. Always helpful and personable he maintains a productive environment by conducting thorough plan reviews, maintains excellent communication and delivers a high level of customer service in a professional manner at all times.

EDUCATION

Certificate of Achievement, Construction and Building Inspection
Diablo Valley College, Pleasant Hill, CA

United States Air Force, Electronic, Airborne Radar, College of the Air Force

Associate Degree Applied Sciences, Eastern Maine Technical, Bangor, Maine

REGISTRATIONS CERTIFICATIONS

CABO Certified Building Official | 1360

ICC Certified Building Official| 0829555-CB

ICC Certified Building Official Certification Maintenance Program

ICBO Building Inspector | 16542

ICBO Combination Inspector | 58967

ICBO/IAPMO Plumbing Inspector | 17658

ICBO/IAPMO Mechanical Inspector |22992

ICBO Electrical Inspector | 48149

ICC Building Inspector |0829555-10

ICC Plumbing Inspector |0829555-P5

ICC Building Plans Examiner| 5232473-60

ICC Mechanical Inspector|0829555-M5

ICC Combination Inspector | 0829555-50

ICC Electrical inspector|082555-E5

CBO Professional Development Program

PROJECT SPECIFIC EXPERIENCE

Building Inspector | Plans Examiner
2011 – Present Interwest Consulting Group

Provides comprehensive building and safety services to a variety of clients throughout California region.

Senior Building Inspector | Plans Examiner | Supervisor
1990 - 2011 El Dorado County Development Services

Virgil has several years of complex plan check for building and zoning codes. He trained and managed a large staff of 12 inspectors, 8 permit technicians, 7 support staff, 5 permit center planners and achieved significant improvements in their productivity. Virgil introduced new processes such as faxed in permits, drop off applications, over the counter permits, web mail-in applications, and a permit closure station. He also created an award-winning student garage plan program. Virgil was responsible for the permit archived and active file system and the daily operations of the Permit Center. The Permit Center averaged 5,000 permits a year with all supporting plans and documentation. He coordinated activities of associated departments such as engineering, planning, fire districts, transportation, school and water districts, and environmental management to ensure efficiency in the permitting process. Virgil attended Fire Chief and Fire Prevention Officers meeting for coordinating between the building department and fire districts and was Instrumental in getting the fire districts and other agencies on line with the LMIS permit system.

Virgil worked closely with customers and representatives of associated construction industries to evaluate and promote improved and expanded services in Permit Center. He attended meetings with local realtors, Builders Exchange, local schools and trade construction groups to explain the function of Building Services within the construction process. Virgil structured and maintained a comprehensive file room for thousands of active and archived files and records scanning process and improved the Permit Center in both the Placerville and Tahoe offices.

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Chief Building Official| Inspector
1985 -1990 City of Martinez Building Department

Virgil was responsible for the Building Department operational management and budget. He worked directly with the city manager and city council for building and code enforcement issues. Virgil also supervised code enforcement and abatement staff for the City. He attended many other jurisdiction post earthquake damage meetings. Virgil inspected large commercial buildings, high-rise offices and industrial refinery buildings and performed extensive post inspections of the Loma Prieta earthquake recovery in the city. He plan reviewed complex projects and coordinated with outside contract engineering.

General Contractor
1980 - 1985 Owner | Martinez, CA

Owner and general manager of commercial remodeling construction company.

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EXPERTISE

Construction Inspection / Fire & Life Safety Plan Review

EDUCATION

ICC Building Plans Examiner
2000

General Contractor's B1 License
#335805
1976

Carpenter's Union Apprenticeship Program
1975

Sierra College Rocklin, CA
1972

REGISTRATIONS
CERTIFICATIONS

ICC Commercial Building Inspector No. 4132020981
ICC Residential Building Inspector No. 4132020981
Build It Green – Certified Green Building Professional
ICC IRC Transition From the 1997 UBC
ICC IBC Special and Mixed Occupancies
ICC IBC Solving of Means of Egress Issues in Commercial Buildings
ICC IBC Nonstructural Fire and Life Safety Principles
ICC IBC Fundamentals Nonstructural Provisions
ICC IBC Fundamentals Structural Provisions
State of California Post disaster Evaluator Safety Assessment Training
SVABO Non-Residential Accessibility
SVABO Multifamily Accessibility Seminar
City of Sacramento Plumbing Residential Code Course
SVABO Guidelines and Requirements for Installation and Inspection of Structural Wood Panels
ICBO Means of Egress II
ICBO Load Path and Continuity in Engineered Wood-Frame Buildings
ICBO Wood Engineering Fundamentals
SVABO The Anatomy of a Perfectly Engineered Swimming Pool
City of Sacramento 2007 Champion of Safety Award

Thomas Oxley

Building Official | Senior Plans Examiner | Building Inspector

Tom has over 42 years of experience in the construction industry. Tom has been employed as a plans examiner and construction inspector for over 15 years. Tom has extensive experience providing plans examination services for commercial and institutional types of projects. Tom's experience as a plans examiner and familiarity with the current building codes is extremely beneficial to the clients he provides services to. Tom has also worked in the field as a construction foreman which provided him with working knowledge of construction practices as well as drawing interpretation. He is dedicated to maintaining his knowledge of the building codes and construction industry and is consistently attending seminars and classes to further his knowledge. Tom's code knowledge, construction background and dedication to the successful completion of projects make Tom an asset to the community he serves.

PROJECT SPECIFIC EXPERIENCE

Supervising Plans Examiner / Building Inspector / Building Official
2008 – Present Interwest Consulting Group

Providing plan review and inspection of residential and commercial projects for various clients. Additionally, Tom has served as interim building official for one of our clients.

Supervising Plans Examiner / Building Inspector
2004 – 2008 City of Sacramento Sacramento, CA

Supervised plan review staff of eight Plans Examiners. Completed plan review projects in a timely manner. Assisted the Field Supervisor when needed, resolve field inspection questions and issues. As the Development Services Safety Officer he conducted weekly safety meetings with 60 Building Inspectors as well as with five additional supervisors.

Building Inspector III
2002 – 2004 City of Sacramento Sacramento, CA

Provided commercial fire & life safety plan reviews for various projects including: Major renovations to the Cathedral of the Blessed Sacrament, City of Sacramento City Hall, and tenant improvement projects throughout the city.

Building Inspector II
1999 – 2002 County of Sacramento Sacramento, CA

Performed building inspections and trained as a Plan Examiner to review residential and commercial projects within the County of Sacramento. In 2000-2002, assigned to represent the City of Elk Grove. Duties for the City of Elk Grove included plan check of all residential projects within the City including major subdivisions. Responsible for training Building Inspectors , Plans Examiners, and inspected residential and commercial projects.

Carpenter Foreman
1992 – 1999 Harbison, Mahoney and Higgins
Field foreman coordinating activities of field personnel. Responsibilities included blueprint reading and layout review of eight multi-million dollar projects. Responsible for all work performed on each project.

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Dave Lasater

Plans Examiner | Building Inspector

Dave brings a wealth of knowledge and years of experience in the Building Inspection and Plans Examiner arena. He has worked on an extensive amount of plan reviews in his current position as Senior Plans Examiner and at his previous work experience with Clark County. He has completed over six thousand architectural plan reviews including electrical, mechanical, and plumbing on some of the most unique properties in Las Vegas. Dave has worked the plan review counter assisting the public, contractors, architects, and in some cases engineers with complicated code questions and over the counter reviews. He has also completed cost evaluations on all types of properties for permit issues. Dave's breadth of expierence with various types of building construction makes him a valuable asset.

EXPERTISE

Plans Examiner Specialist
Building Inspector

REGISTRATIONS CERTIFICATIONS

ICC Commercial Plans Examiner | 5258777
ICC Commercial Building Inspector
ICC Plumbing Plans Examiner ICC Fire Plans Examiner
ICC Accessibility Plans Examiner & Inspector
ICC Fire Inspector
ICC Residential Building Inspector
ICC Residential Plans Examiner
ICC Residential Plumbing Inspector
ICC Residential Mechanical Inspector

PROJECT SPECIFIC EXPERIENCE

Senior Plans Examiner Specialist
2011 – Present Interwest Consulting Group

Performs residential and commercial plan reviews for the town of Atherton including complex custom homes. Provides inspections in the field for all disciplines as needed; assisting architects, contractors and home owners at the counter for permit issue and code questions. Also provided additional reviews on the Trans Bay Terminal, Menlo Schools, and Sacred Heart School.

Plans Examiner Specialist
Clark County, Development Services | Clark County, NV

Responsible for commercial plans examinations including all disciplines, trained co-workers for architectural tenant improvement reviews, and worked with the public for smaller improvements. Reviewed all construction types and occupancy groups, accessibility compliance, and fire protection reports on major projects, such as projects on the Las Vegas Strip. Performed over the counter plan review for commercial tenant improvements. Worked with electronic plan submittals.

Plans Examiner | Draper, UT
As a contract consultant for Clark County, duties included commercial and residential plan review. Reviewed plans primarily from Clark County from large commercial to complex residential plans, along with a few plans throughout Utah.

Plans Examiner Specialist | Clark County, NV
Worked on commercial and residential plan reviews, most for commercial tenant improvement reviews over the counter including all disciplines. Answered code review questions for engineers, architects, contractors, and property owners. Provided valuations for permit fees and assisted other co-workers with plan review questions.

Residential and Commercial Building Inspector | Park City, UT
Provided residenital & commercial buiding inspections.

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Dominick J. Octavio, CASp

Plans Examiner | Certified Access Specialist | Building Inspector

Dominick brings over 17 years of building industry and construction experience. His formal training in ICC codes, as well as on the job experience, helps him provide thorough and accurate commercial and residential inspections and plan review. Dominick's high level customer service coupled with his technical knowledge allows him to be very helpful to residents and developers in the community. He always strives to answers questions and search for solutions to field issues related to building projects.

EXPERTISE

Certified Access Specialist
Plans Examination
Code Enforcement
Building Inspection

EDUCATION

Carpenter's Union Apprenticeship Program, Local 944, Colton, CA
Journeyman and Welding Certification

REGISTRATIONS CERTIFICATIONS

Certified Access Specialist (CASp #475)
ICC# 5297248
UBC Building Inspector
ICC Commercial Building Inspector
ICC California Commercial Building Inspector
ICC Residential Building Inspector
ICC California Residential Building Inspector
State of California Safety Assessment Program 62071
2013 CALBO Access Committee

PROJECT SPECIFIC EXPERIENCE

Plans Examiner/ Building Inspector
2013- Present Interwest Consulting Group

Dominick provides CASp services to a variety of clients throughout Central California. Dominick provides plan review and building inspection services for both residential and commercial building projects. He utilizes his code knowledge to assist with positive outcomes for difficult and complicated building code related activities. He has acquired expertise in CASp building inspection services and utilizes his accessibility knowledge to assist our clients with evaluating access issues.

Building Department Supervisor
2006-2013 County of Madera

As Building Inspector II, Accessibility Inspector, and Supervisor, Dominick managed both the office staff as well as a combination of building inspections for commercial and residential structures. He also provided plan review services and performed accessibility inspections for the entire county.

Building Inspector II
2003-2006 County of Riverside

Dominick performed building, plumbing, mechanical and electrical inspections for single family and multi-family residential projects and commercial projects for the entire County.

Journeyman Carpenter, Steel Framing, Welder
1996 – 2003 Carpenter's Union Local #944

As a journeyman, Dominick cultivated his experience in commercial steel framing and welding, drywall, lathing, fire rated wall construction, plan reading and layout. He worked on all aspects of carpentry from forming through rough framing to finish trimming. He is experienced in reading and interpreting blueprints, drawings and code compliance.

Journeyman Roofer
Previous Yrs. – 1996 Bryant Universal Roofing Inc.

He attained experience as a journeyman roofer as well as foreman roofing and waterproofing experience

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Joe Abdou

Electrical Engineer

Joe has extensive experience with design, inspection and plan review of electrical distribution systems for all types of buildings. He has over 36 years experience working with the National Electrical Code and has a wide-ranging working knowledge of code requirements.

Joe posesses vast knowledge of the industry and works effectively across-the-board with architects, engineers, developers, contractors, inspectors, city officials, and clients ensuring successful completion of all projects.

EDUCATION

BS, Electrical Engineering |
California State University Sacramento

PROJECT SPECIFIC EXPERIENCE

Senior Electrical Plan Reviewer
2006 – Present Interwest Consulting Group
Electrical plan review Engineer for Interwest Consulting Group. Projects reviewed include mall buildings, multi-story hotels, commercial office buildings, industrial plants, apartment complexes, tenant improvements, and resort projects.

Senior Electrical Engineer
1986 – 2006 State of California | Military Department
Performed project design, assembled technical specifications, and estimates. Duties included site inspection, and project plan review for Armory buildings, maintenance repair shops, and training sites. He also prepared technical reports with recommendations and budget cost estimates.

Electrical Plan Reviewer
1996 – 2001 Albert Kong Consultants
Performed electrical plan reviews of various projects; including manufacturing facilities, shopping centers, childcare centers, restaurants, grocery stores, office buildings, warehouse complexes, and tenant improvements.

Electrical Design Engineer
1981 – 1986 State Department of Transportation, CALTRANS
Perform lighting and power design for state buildings/projects, such as highway lighting and traffic signals, truck scale facilities, roadside rest area facilities, pumping plants along freeways, and maintenance buildings statewide.

Electrical Field Engineer
1973 – 1979 Overseas Oil and Gas Industry

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David Castillo, CBO, ME

Mechanical Engineer | Certified Building Official

David brings more than 22 years of breadth, depth, and knowledge of mechanical engineering, design, and plan review to any project. His expertise encompasses HVAC, Plumbing, Medical Gases, and Fire Sprinklers.

David's background includes mechanical engineering, design, and plan review on Central Treatment Centers, Substance Abuse Treatment Facilities, Inpatient Mental Health Clinics, and Inmate Housing Units for the Department of Corrections. David has engineered and designed Acute Care Hospitals, Skilled Nursing Facilities, Surgery Clinics, Psychiatric Hospitals, Pharmaceutical Plants, Industrial Plants, Educational Facilities, and Hi Rise Commercial Buildings.

EDUCATION

BSME, California Polytechnic State University, San Luis Obispo

Credentialed Instructor, Los Rios Community College District Campuses: Cosumnes River College, Folsom Lake College, & Sacramento City College

REGISTRATIONS CERTIFICATIONS

Mechanical Engineer
State of California | 31455

Certificate Fire Protection Engineering | University of California Davis Extension

Certificate in HVAC and Refrigeration | University of California Davis Extension

PROFESSIONAL AFFILIATIONS

American Society of Heating, Refrigerating & Air Conditioning Engineers

American Society of Mechanical Engineers

National Fire Protection Association

American Society of Plumbing Engineers

PROJECT SPECIFIC EXPERIENCE

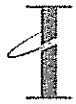
Senior Plan Review Engineer
2012– Present Interwest Consulting Group
Perform plan review services for a variety of jurisdictions.

Senior Mechanical Engineer
2001– 2012 State of California, OSHPD Group
Perform plan checking of mechanical systems for hospitals, skilled nursing facilities, and surgery centers to ensure code compliance with the CBC, CMC, CPC, and NFPA.

Vice President
2000 – 2001 Technical Engineering Group, Inc.
Acquire new clients, maintain existing clients, prepare proposals. Perform heating and cooling load calculations, lay out mechanical designs for central plant systems, chilled water systems, heating hot water systems and variable air volume systems for hospitals, prisons, and educational facilities. Perform in house plan check of all projects. Engineer of Record for all projects. Knowledgeable of CMC, CPC, CBC, NFPA and OSHPD.

Project Manager | Lead Mechanical Engineer
1999 – 2000 Mazzetti & Associates
Project management for all aspects of mechanical design on prisons, hospitals, pharmaceutical facilities, and office buildings. Familiar with cGMP and all classes of clean rooms related to manufacturing facilities. Knowledgeable of CMC, CPC, CBC, NFPA and OSHPD.

Project Manager | Lead Mechanical Engineer
1997 – 1999 Interface Engineering, Inc.
Lead engineer for the Mechanical Division of a Mechanical/Electrical engineering firm. Initiated and implemented the writing of a Project Management Procedures Manual for company wide use. Performed heating and cooling load calculations, layout of mechanical designs for central plant systems, chilled water systems, heating hot water systems, variable air volume systems, and write specifications.



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Mechanical Designer
1994 – 1997 Edward Rios & Associates

Responsible for all aspects of HVAC, process piping and plumbing design and drafting for a mechanical engineering firm. Performed heating and cooling load calculations using Trane Trace analysis software.

Mechanical Designer
1991 – 1994 The Spink Corporation

Responsible for all plumbing and process piping design and drafting for the Mechanical Division of a 115-person multi disciplinary engineering firm. Drafting was done using AutoCAD Release 11. Primary responsibilities included running HVAC loads using Trane "Load 600" analysis program, Title 24 compliance, and field work for remodel/rehabilitation projects.

Mechanical Designer | Estimator
1986 – 1991 Mark III Engineering Contractors

Performed material takeoffs for plumbing and HVAC. Designed HVAC and plumbing for commercial projects. Priced out projects and submitted bids to general contractor. Project managed field staff to completion of work.

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Dirk F. Hofheinz, P. E.

Electrical Engineer

Dirk has over 20 years experience performing electrical designs for facilities in California. His background includes all aspects of power, lighting, and signal for complete buildings, offices, department stores, restaurants, schools, and hospitals. Additional work experience includes design of MDF, server rooms and data centers including EPO shut down controls. Dirk's experience also includes emergency back-up power systems which included generators, inverters, and uninterruptible power supplies. Dirk is dedicated to maintaining his electric skills and knowledge of California building codes, laws and regulations related to his field. His expertise also includes AutoCAD, Energy Pro.

EDUCATION

BS, Electrical and Electronic Engineering, Emphasis in Power
| California State University, Sacramento

Minor, Business Administration
| California State University, Sacramento

REGISTRATIONS CERTIFICATIONS

Electrical Engineer
State of California | E16365

PROJECT SPECIFIC EXPERIENCE

Electrical Engineer
1995 – Present

Directed local and remote office associates, including supervising and reviewing staff work. Trained and developed designers and maintained deadlines. Coordinated amongst architects, end users, mechanical, structural, plumbing, and civil engieers for new, remodel and major renovations of commercial facilities.

Engineering Technician
2003 – 2006 Apparatus Unlimited Inc.

Inspected and tested new and in-use electrical power distribution equipment and systems, including harmonic studies, transformer analysis, relays (ground fault, overcurrent, under voltage, phase sequence), switch gear assemblies, and circuit breakers. Enforced NETA guidelines throughout all phases of testing.

Electrician
1984 – 1991 D.C. Halleran Electric

Journeyman electrician for all aspects of housing and light commercial work.

Draftsperson - Wireman
1979 – 1983 H & G Engineering Inc.

Preformed all phases of construction of control panels, from drafting and wiring, to on-site installation.

COPY

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Interwest Consulting Group
for
Plan Check Services

THIS AGREEMENT is made this 10th day of June 2014 by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Interwest Consulting Group** hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Plan Check Services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** CONSULTANT shall perform structural and nonstructural building plan review services as proposed in Exhibit "A" and shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession. CONSULTANT shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifty Thousand and 00/100^{ths} Dollars ($50,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty-four months (24) beginning July 1, 2014 and ending June 30, 2016, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT 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 CONSULTANT, 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 for ongoing

operations and 20 37 for products/completed operations), 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) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT 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. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: $1,000,000 per claim.

(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) CONSULTANT 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 CONSULTANT, 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 CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT'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 this Agreement, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(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) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) 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 CONSULTANT'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT 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 CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT 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.

7. INDEMNIFICATION: CONSULTANT 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 CONSULTANT, 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.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or

theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the

requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be

required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this

Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: **Interwest Consulting Group, Inc.**
8150 Sierra College Boulevard, Suite 100
Roseville, CA 95661
PHONE: (916) 781-6600
FAX: (916) 781-7597

for CITY: **CITY OF TURLOCK**
ATTN: Mike Pitcock
Engineering Division
156 South Broadway, Suite 150
Turlock, California 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Interwest Consulting Group
8150 Sierra College Blvd., Ste.100
Roseville, CA 95661

By: _____

Title: _____

Print name: _____

Date: _____

5D

Council Synopsis

November 18, 2014

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:

Motion: Approving a professional services agreement in an amount not to exceed $27,522 with Omni-Means Ltd., of Roseville, California, for traffic count data collection services, associated with City Project No. 14-63, "Traffic Count Data Collection"

Resolution: Appropriating $31,650 to account number 217-50-511.43060_010 "Contract Services – Traffic Count Data Collection" from Fund 217 "Gas Tax – Section 2103 Reserves," associated with City Project No. 14-63, "Traffic Count Data Collection"

2. DISCUSSION OF ISSUE:

The purpose of traffic count data collection is to gather information about the users of City roadways for planning, design, safety and grant-related purposes. This data can be used for purposes such as justifying a warrant for a new traffic signal, a warrant for a multi-way stop at intersections, or for designing roadways to accommodate specific types of users, such as roadways with a high volume of commercial trucks. This data can also be used for funding purposes, as many grants require the submission of traffic volume data as a condition for submission. Additionally, the data can be used for economic development as developers and prospective business owners seek to better gauge typical traffic volumes at development sites.

Previously these data collections efforts were conducted by City staff and made readily available to the public in a variety of formats. The program was suspended in 2009 due to budget cuts and staff reductions. Since that time no additional traffic count data has been collected. The lack of data collection has had an increasingly negative effect on Engineering operations in that Staff relies more and more on estimates for decision making, rather than accurate data. Likewise, the data posted on the City's website has grown so outdated that its validity for developers has been minimized.

The Engineering Division, and in an effort to position the City to have the data to submit for various state and federal grants, as well as provide the development community with quality data to assist with economic growth, Staff is recommending the hiring of a consultant for the purpose of collecting and analyzing traffic data.

In October 2014 Staff received proposals from three firms:

COMPANY NAME	QUOTE AMOUNT
Omni-Means, Ltd.	$23,442
Quality Traffic Counts	$24,050
Quality Counts	$31,655

Omni-Means, Ltd., of Roseville, CA, provided the lowest cost proposal to perform the scope of work as presented. In addition, they provided an optional service that would convert the final data into formats for the City's GIS system, as well as a Google maps overlay for linking on the City's website. This service would allow the data to be more readily available and understood by both internal and external users. The additional cost associated with the optional service was $4,080.

After reviewing the proposals for service, the positive track record of Omni-Means related to projects with the City, and their enhanced abilities to provide services that meet or exceed City standards, Staff is recommending the award of a professional services contract to Omni-Means, Ltd., for the completion of the scope of work and optional service in the not to exceed amount of $27,522.

In addition to the contract, Staff recommends approval of a contingency amount valued at 5% of the contract ($1,376) and contract administration costs for the City valued at 10% of the contract ($2,752), resulting in a total cost of the project of approximately $31,650.

3. BASIS FOR RECOMMENDATION:

A. The City Council is required to approve all agreements made between the City and consultants.

B. The base quote provided by Omni-Means was the least expensive of the three quotes received and the only quote that provided the option for additional, beneficial data analysis services.

C. Omni-Means has a demonstrated history with the City as a provider of high-quality services

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

iv) Interchanges
v) Impact on current transportation system
vii) Bike paths/routes around town/buses

Strategic Plan Initiative E. ECONOMIC DEVELOPMENT

Goal(s): m. Explore value–added opportunities and ensure a balanced community between restaurants, entertainment, housing, business, and special events:

4. FISCAL IMPACT / BUDGET AMENDMENT:

Contracting for this service was not anticipated when the 2014-15 budget was prepared; therefore Staff is now requesting approval of an appropriation in the amount of $31,650 to account number 217-50-511.43060_010 "Contract Services – Traffic Count Data Collection." There are sufficient unappropriated reserves in Fund 217 "Gas Tax – Section 2103 to fund this appropriation.

No General Fund monies will be used.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve an agreement with Omni-Means and award to a different firm instead. Staff does not recommend this approach as Omni-Means is both capable and willing to perform the work at a competitive price and has a proven track record of excellence in the delivery of project deliverables.

B. Do not approve an agreement with any firm. Staff does not recommend this approach as traffic data collection greatly helps the City in applying for state and federal grants, properly designing capital improvement projects, and encouraging economic development through the sharing of data with developers and prospective business owners.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
OMNI-MEANS, LTD.
for
TRAFFIC COUNT DATA COLLECTION SERVICES
CITY PROJECT NO. 14-63

THIS AGREEMENT is made this 18th day of November, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Omni-Means, Ltd.**, a private firm, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for traffic count data collection services along public roadways; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twenty-seven Thousand Five Hundred Twenty-two and 00/100ths Dollars ($27,522.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning November 18, 2014, and ending June 30, 2015, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT 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 CONSULTANT, 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 for ongoing operations and 20 37 for products/completed operations), 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) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT 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. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: $1,000,000 per claim.

(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) CONSULTANT 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 CONSULTANT, 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 CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT'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 this Agreement, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(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) Acceptability of Insurers: Insurance is to be placed with insurers with a

current A.M. Best's rating of no less than A:VII.

(f) 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 CONSULTANT'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT 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 CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT 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.

7. INDEMNIFICATION: CONSULTANT 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 CONSULTANT, 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.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing

other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources

necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: **OMNI-MEANS, LTD.**
ATTENTION: MARTIN R. INOUYE
943 RESERVE DRIVE, SUITE 100
ROSEVILLE, CA 95678
PHONE: (916) 782-8688
FAX: (916) 782-8689

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Omni-Means, Ltd.

By: _____

Title: _____

Print name: _____

Date: _____

Exhibit A

omni · means
ENGINEERING SOLUTIONS

September 16, 2014

Wayne York
Capital Improvement Coordinator
City of Turlock
156 S. Broadway, Suite 150
Turlock, CA 95380

RE: Citywide Traffic Count Database

Dear Wayne:

As requested, I've prepared two quotes for the City of Turlock to update the Citywide traffic count database. Based on your input, one quote was prepared for 130 locations, and one quote was prepared for 55 locations (priority locations). The traffic counts will be collected for a period of 7 consecutive days. The resulting data will be broken down for each roadway segment in hourly or smaller increments, including directional and two-way traffic totals. The data will further be summarized for each roadway segment in a 7-day average daily traffic (ADT) format and in a 5-day workweek ADT format.

I've also included an optional task to develop a geo-referenced traffic count database in GIS (shapefile) and/or Google Earth (KMZ) format should the City desire it. Please don't hesitate to contact me with any questions about this task order.

Sincerely,

Omni-Means, Ltd.

Todd Tregenza
Project Manager

TBT

P6611PRL001.docx

Task 1 Develop Citywide Traffic Count Database

Omni-Means will contract with a qualified sub consultant to collect 7 days of traffic counts at either 55 or 130 citywide locations.

Omni-Means will perform a cursory review of the data to verify its consistency with expected growth in the City since previous traffic counts were collected and using our knowledge of the study area.

- **Work Products:** Citywide Traffic Count Database Spreadsheet

Task 2 Prepare Geo-Referenced Database (Optional)

After receiving the traffic counts from our sub consultant, Omni-Means could develop a geo-referenced Citywide traffic count database in GIS format and/or Google Earth (KMZ) format. A GIS database of traffic counts would include all of the information collected in Task 1, including individual day, 5-day, 7-day, directional and two-way traffic data by location in an accessible visual format. Taken one step further, Omni-Means could develop a Google Earth KMZ file including the aforementioned information, which would provide a geo-referenced database readily available for public consumption in a format that can be accessed via free software such as Google Earth and/or Google Maps.

A set traffic data collection schedule has not been established with a sub consultant at this time. Data collection would be scheduled based on the City's input and based on academic calendars and away from special events or holidays that would affect traffic counts and result in non-typical data. Omni-Means would complete the traffic count database spreadsheet and the optional geo-referenced database within one (1) week of receiving traffic counts.

Task	*Task Description*	*Week 1*	Project Manager Tregenza $138	Staff Engineer Isenhower $90	Outisde Services	Total Hours	Total Cost	*Sub-Totals*
Task 1	**Develop Citywide Traffic Count Database (130 Locations)**		4	16	$21,450	20	$23,442	**$23,442**
Task 1	**Develop Citywide Traffic Count Database (55 Locations)**		4	12	$9,075	16	$10,707	**$10,707**
Task 2	Prepare Geo-Referenced Database (Optional)		10	30		40	$4,080	$4,080

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $31,650 TO ACCOUNT NUMBER 217-50-511.43060_010 "CONTRACT SERVICES – TRAFFIC COUNT DATA COLLECTION" FROM FUND 217 "GAS TAX – SECTION 2103 RESERVES," ASSOCIATED WITH CITY PROJECT NO. 14-63, "TRAFFIC COUNT DATA COLLECTION"	RESOLUTION NO. 2014-

WHEREAS, traffic count data collection is used to gather information about the users of City roadways for planning, design, safety and grant-related purposes; and

WHEREAS, the data collected is made available in a variety of formats to both City staff for planning and capital improvement purposes, as well as the general public for economic development purposes; and

WHEREAS, previous data collection efforts were conducted by City staff, but suspended due to budget cuts and staff reductions in 2009, resulting in a lack of current data for City staff and developers; and

WHEREAS, updated traffic count data collection would provide City staff with an important tool in the calculation of traffic signal warrants and multi-way stop warrants, traffic safety evaluations, and the preparation of grant applications, as well as provide an important tool for developers and prospective business owners during the site selection process, allowing them to make an informed decision regarding traffic volumes; and

WHEREAS, sufficient funds exist for the completion of the proposed scope of work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $31,650 to account number 217-50-511.43060_010 "Contract Services – Traffic Count Data Collection" from Fund 217 "Gas Tax – Section 2103 Reserves," associated with City Project No. 14-63, "Traffic Count Data Collection."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5E

CITY OF TURLOCK INC. 1908

Synopsis

November 18, 2014

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: Authorizing the City Manager to sign and execute all documents related to an application for grant funds, from the San Joaquin Valley Air Pollution Control District, under the Public Benefit Grants Program, for the purchase of five (5) CNG-powered pickup trucks

2. DISCUSSION OF ISSUE:

The San Joaquin Valley Air Pollution Control District (SJVAPCD) provides a Public Benefits Grant Program (Program) for local agencies that are planning to replace existing vehicles or expand their fleet. The program provides up to $20,000 per vehicle, with a combined maximum total of $100,000 (five vehicles), to offset the cost of purchasing vehicles that run on alternative fuels.

The Development Services Department, Engineering Division, is seeking to acquire three of the five specified trucks. The new trucks would replace three current, CNG-powered Ford F150 pickups used by public works construction inspectors that have CNG tanks nearing their expiration date in 2018. Once this expiration date is reached the vehicles are no longer legally allowed to be driven on the roadway. There is currently no known re-certification process for these fuel tanks either. If this grant application and subsequent award of funds is approved, the existing vehicles would be transferred to another department until the end of their useful life. As such, this is considered a "fleet expansion" for the purposes of the grant submission.

The Parks, Recreation and Public Facilities Maintenance Department is seeking to acquire two of the five specified trucks. The new trucks would be used for public facilities maintenance in a yet-to-be-specified role. As such, this is considered a "fleet expansion" for the purposes of the grant submission.

Staff intends to purchase these vehicles in the most cost effective manner possible. One option is to purchase these vehicles off of a state procurement contract, currently listed for $28,153 each ($140,765 total) through Downtown Ford Sales in Sacramento, CA. The grant would provide $100,000 in funding, leaving $40,765 ($8,153 each) to be funded with local funds. Staff will also reach out to local dealerships in our area to provide them an opportunity to compete.

If the grant application is approved by the SJVAPCD, staff would seek approval of the Council prior to formerly making the purchases.

3. BASIS FOR RECOMMENDATION:

A. The City Manager can only sign agreements with delegated authority from the City Council.

B. The Program requires a resolution from the governing agency approving the submission of the grant application and acknowledgment of the terms.

C. A cost-effective opportunity to replace vehicles with a useful life of less than a few years, thereby staying ahead of equipment needs.

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: If the associated grant application is approved by the SJVAPCD the impact to the City would be $40,765, plus applicable taxes, or less (if a more competitive price is found locally). These funds are currently budgeted and available within asset replacement accounts. If the grant application is denied by the SJVAPCD, staff would not move forward with the purchase of these vehicles until additional funding was identified. No budget amendment is required.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A). Do not approve the submission of this grant application. Staff does not recommend this because it is an opportunity to secure $100,000 in funding to offset the cost of vehicle replacements that are necessary for City operations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE ALL DOCUMENTS RELATED TO AN APPLICATION FOR GRANT FUNDS FROM THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT, UNDER THE PUBLIC BENEFIT GRANTS PROGRAM, FOR THE PURCHASE OF FIVE (5) CNG-POWERED PICKUP TRUCKS	RESOLUTION NO. 2014-

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) provides a Public Benefits Grant Program (Program) for local agencies that are planning to replace existing vehicles or expand their fleet; and

WHEREAS, the program provides up to $20,000 per vehicle, with a combined maximum total of $100,000 (five vehicles), to offset the cost of purchasing vehicles that run on alternative fuels, such as Ford F250 pick-up trucks that run on Compressed Natural Gas (CNG); and

WHEREAS, the Development Services Department and Parks, Recreation and Public Facilities Maintenance Department currently have the need for such vehicles, along with the required local match to pay for all costs in excess of the grant funds; and

WHEREAS, the City seeks to receive the specified grant funds to further maximize local dollars and minimize future vehicle maintenance costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to sign and execute all documents related to an application for grant funds, from the San Joaquin Valley Air Pollution Control District, under the Public Benefit Grants Program, for the purchase of five (5) CNG-powered pickup trucks.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5F

Council Synopsis

November 18, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Capital Facility Fee Program report for Fiscal Year 2013/14

2. DISCUSSION OF ISSUE:

The CFF Annual Report for Fiscal Year 2013-2014 has been prepared as an annual requirement by the State of California in accordance with Section 66006 of the Government Code. The City of Turlock collects Capital Facilities Fees (CFF) on new development to fund infrastructure improvements that are necessary to accommodate new growth.

State law requires that the City make the following information available to the public for each separate fund on an annual basis, and that the City Council review that information at a public meeting. The law requires the report to include the following information for each individual fund for the fiscal year:

- The beginning and ending balance of the fund; and
- The amount of the fees collected and interest earned; and
- The amount of refunds made; and
- A description of each inter fund transfer or loan made by the fund; and
- Identification of each public improvement on which fees were expended and the amount expended on each improvement.
- Current Fees

Attached for your review is the report detailing Fiscal Year 2013/14.

3. BASIS FOR RECOMMENDATION:

A) Section 66006 of the Government Code requires that an annual report of CFF activity be reviewed and accepted by the City Council.

B) **Strategic Plan Initiative** D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth Related Issues (Current and Future).

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A) Deny acceptance of the report. This is not recommended as state law dictates that the report be prepared and accepted annually.

CAPITAL FACILITIES FEES
ANNUAL REPORT

Fiscal Year
2013-2014

Prepared By:
Development Services Department
October 10, 2014

Introduction

This Capital Facilities Fees Annual Report for Fiscal Year 2013-2014 has been prepared as an annual requirement by the State of California in accordance with Section 66006 of the Government Code. The City of Turlock collects Capital Facilities Fees (CFF) on new development to fund infrastructure improvements that are necessary to accommodate new growth.

State law requires that the City make the following information available to the public for each separate fund on an annual basis, and that the City Council review that information at a public meeting. The law requires the report to include the following information for each individual fund for the fiscal year:

- The beginning and ending balance of the fund; and
- The amount of the fees collected and interest earned; and
- The amount of refunds made; and
- A description of each interfund transfer or loan made by the fund; and
- Identification of each public improvement on which fees were expended and the amount expended on each improvement; and
- Current Fees

If the agency no longer needs the funds for the purposes collected, or if the agency fails to make required findings, or perform certain administrative tasks prescribed by AB 1600, the agency may be required to refund, on a prorated basis to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

Beginning and Ending Balance of Funds, Amount of Fees Collected and Interest Earned

Table 1 "Combining Statement of Revenues, Expenditures, and Changes in Fund Balances" outlines the beginning and ending balance of each fund for Fiscal Year 2013-2014. Detailed expenditures are shown under each fund description. Furthermore, since this is a pay-as-you-go program, the City must accrue enough revenue to construct a project. This results in an "accumulation" of fund balances. The accumulation occurs until enough revenue is generated to construct a project.

Table 1 - CAPITAL FACILITY FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE Year ended June 30, 2014

	Fund 440 Roadways	Fund 441 Police	Fund 442/460 General Gov't	Fund 443 Fire	Fund 444 Contingency Reserve
Beginning Balance 7/1/13	$ 2,504,138.03	$ 1,001,135.57	$ 4,897,530.16	$ 1,465,801.96	$ 186,930.84
Revenue 13/14	1,096,264.64	220,913.47	288,554.49	93,430.49	0.00
Interest Earned	4,115.89	446.45	8,217.38	2,464.04	305.53
Loan Proceeds	0.00	1,249.08	0.00	0.00	0.00
Grant Proceeds	0.00	0.00	0.00	0.00	
Expenditures 13/14	755,506.67	3,243,685.91	14,765.12	237.21	23,132.45
Refunds 13/14	0.00	0.00	0.00	0.00	0.00
Transfer In	0.00	659,262.48	15,800	0.00	0.00
Transfer Out	34,094.04	0.00	70,000	0.00	0.00
Ending Balance 6/30/14	$ 2,814,917.85	$ (1,361,278.86)	$ 5,125,936.91	$ 1,561,459.28	$ 164,103.92

* Fund 441 "Police" negative balance will be zeroed out through a loan from Fund 442/460 in FY 2014/15

Refunds

There were a total of zero CFF refunds this fiscal year. Table 2 details the refunds as they occurred throughout the year. Refunds are not uncommon and can occur for a variety of reasons such as a property owner deciding not to build a project, but the fees were paid or at times an overpayment was paid.

Table 2 - 2013-2014 Capital Facilities Fees Payment Refunds

Date	Applicant	Permit Number	Amount	Reason
N/A	N/A	N/A	N/A	N/A
		Total of Refunds	**$ 0.00**	

Revenues

Table 3 "Five Year Revenue History of CFF Funds" illustrates the revenue over a five year period. These funds are based on new development and have suffered through the recession. In FY 2011/12 we saw revenues increase after many years of declining revenue. However, in FY 2012/13, we saw our lowest revenue totals in the last five years. This can be attributed to a reduction in the number of new homes constructed during the year. The highest revenue year for all funds was in fiscal year 2013/14 with the lowest in fiscal year 2012/13.

The second half of FY 2013/14 saw the new CFF rate structure put in place. The new rate structure puts an emphasis on transportation improvements and this can be seen with the large increase in transportation revenue.

Table 3 - Capital Facilities Fees - Revenue (Fiscal Years 2009-2010 through 2013-2014)

Fund	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14
Fund 440 Roadways	$597,176.75	$283,369.27	$513,936.55	$457,434.02	$1,096,264.64
Fund 441 Police	$174,802.29	$100,200.93	$295,733.17	$160,192.19	$220,913.47
Fund 442/460 General Gov't	$203,723.72	$121,548.99	$337,108.41	$191,892.95	$288,554.49
Fund 443 Fire	$72,474.69	$427,167.83	$122,804.65	$66,591.89	$93,430.49
Fund 444 Contingency Reserve	$0.00	$0.00	$0.00	$0.00	$0.00
Total Revenue All Funds	$1,048,177.45	$932,287.02	$1,269,582.78	$876,111.05	$1,699,163.09

CFF Expenditures & Transfers

Capital Facilities Fees mitigate the impacts caused by new development on certain public facilities. They are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. Separate funds have been established to account for the impact of new development on the following types of public facilities listed below.

The Funds are defined as follows:

Fund 440 - Roadways Capital Facilities Fee Fund
The fees collected and deposited into this fund are for roadway improvements (such as expressways, arterials and collectors, as well as their intersections and traffic signals) as defined in the 2013 Capital Facilities Nexus Study.

Fund 441 - Police Capital Facilities Fee Fund
The fees collected and deposited into this fund are for the Police facilities expansion, vehicles and equipment as defined in the 2013 Capital Facilities Nexus Study.

Fund 442 – General Government Capital Facilities Fee Fund
The fees collected and deposited into this fund are for the General Government facilities expansion, vehicles and equipment as defined in the 2013 Capital Facilities Nexus Study.

Fund 443 - Fire Capital Facilities Fee Fund
The fees collected and deposited into this fund are for the Fire facilities expansion, vehicles and equipment as defined in the 2013 Capital Facilities Nexus Study.

Fund 460 - Capital Facilities Fee Administration Fund
The fees collected and deposited into this fund are for the administration of the CFF Program to include the preparation of the Annual and Five Year Capital Facilities Fee Reports, and periodic Capital Facilities Fee Updates. Other administrative requirements include the day to day management of CFF funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budgets and the preparation of the Capital Facility Fee proformas for all five sub-funds that make up the CFF proforma. Pursuant to Government Code Section 66000 requiring the preparation of the Annual and Five-Year Report, the City has included this fund as a means to document and fund the Administrative costs associated with this State Mandated reporting requirement.

Fund 444 – Contingency Reserve Facilities Fee Administration Fund
This fund is a hold over fund from a previous capital facilities fee program and currently has no revenue source. The fund is used to transfer dollars to other CFF accounts to help

facilitate expedited construction of the improvements when expedited construction is appropriate. The transfers are loans and repayment is required unless the City Council deems it unnecessary.

Table 4 "2013-2014 Expenses by Fund" outlines all CFF expenses by fund.

Fund	Project	Expenditure
Fund 440 Roadways	Bank Charges	$369.42
	Transfer out to Fund 215 for Median Construction Monte Vista to Roberts	$5,192.72
	Transfer out to Fund 215 for Median Construction Christoffersen to Roberts	$14,330.71
	Transfer out to Fund 215 for Median Construction Monte Vista to 1700' South	$11,240.00
	Transfer out to Fund 215 for Main and Washington Signal	$15,671.79
	Demolition of buildings on Olive near Wayside	$22.023.24
	Dianne Drive Realignment	$331,427.38
	Hwy 99 at Fulkerth Interchange	$396,467.88
	Total	**$796,723.14**
Fund 441 Police	Bank Charges	$313.50
	Public Safety Facility	$3,249,730.18
	Public Safety Training Facility	$188,291.00
	Total	**$3,438,334.68**
Fund 442/460 General Gov't	Bank Charges	$777.73
	General Plan Update	$25,884.52
	Administrative Costs Fund 110 and 502	$70,000.00
	Total	**$95,884.52**
Fund 443 Fire	Bank Charges	$237.21
	Total	**$237.21**
Fund 444 Contingency Reserve	Bank Charges	$25.28
	Morgan Ranch Master Plan	**$23,107.17**
	Total	**$23,132.45**

Current Fees

CAPITAL FACILITY DEVELOPMENT FEES

Transportation, Police, General Government, & Fire

(Vested Rights After November 12th, 2013 or Vested Rights expired Before November 12th, 2013)

Dates Effective	From	1-Oct-14	To	31-Dec-14

CAPITAL FACILITY DEVELOPMENT FEES[1]

Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
RESIDENTIAL							
Single Family Residential[2]	Res. 13-202	Per Unit					
Downtown/PPA			$10,298.97	820.85	860.98	$10,802.47	Building Permit
Master Plan Areas			$12,567.03	820.85	860.98	$13,181.41	Building Permit
City Infill			$11,233.18	820.85	860.98	$11,782.35	Building Permit
Multifamily Residential[2]	Res. 13-202	Per Unit					
Downtown/PPA			$7,410.85	820.85	860.98	$7,773.15	Building Permit
Master Plan Areas			$9,061.94	820.85	860.98	$9,504.96	Building Permit
City Infill			$8,062.84	820.85	860.98	$8,457.02	Building Permit
Senior Assisted Living	Res. 13-202	Per Unit					
Downtown/PPA			$2,939.62	820.85	860.98	$3,083.33	Building Permit
Master Plan Areas			$3,593.67	820.85	860.98	$3,769.36	Building Permit
City Infill			$3,201.24	820.85	860.98	$3,357.74	Building Permit
2nd Unit/Accessory Unit	Res. 13-202	Per Unit					
Downtown/PPA			$5,722.68	820.85	860.98	$6,002.45	Building Permit
Master Plan Areas			$6,931.90	820.85	860.98	$7,270.79	Building Permit
City Infill			$6,293.30	820.85	860.98	$6,600.97	Building Permit
Mobile Home Dwelling	Res. 13-202	Per Bed					
Downtown/PPA			$5,456.94	820.85	860.98	$5,723.72	Building Permit
Master Plan Areas			$6,664.10	820.85	860.98	$6,989.90	Building Permit
City Infill			$5,946.19	820.85	860.98	$6,236.89	Building Permit
NON RESIDENTIAL[3]							
Commercial/Retail < 100,000 sq. ft.		Per 1,000 sq. ft.					
Downtown/PPA			$11,091.04	820.85	860.98	$11,633.26	Building Permit
Master Plan Areas			$13,366.31	820.85	860.98	$14,019.77	Building Permit
City Infill			$12,269.36	820.85	860.98	$12,869.19	Building Permit
Commercial/Retail ≥ 100,000 sq. ft.		Per 1,000 sq. ft.					
Downtown/PPA			$11,044.69	820.85	860.98	$11,584.65	Building Permit
Master Plan Areas			$13,304.51	820.85	860.98	$13,954.95	Building Permit
City Infill			$12,223.01	820.85	860.98	$12,820.57	Building Permit
Gas Station		Per VFP[4]					
Downtown/PPA			$6,791.82	820.85	860.98	$7,123.86	Building Permit
Master Plan Areas			$8,202.92	820.85	860.98	$8,603.95	Building Permit
City Infill			$7,498.40	820.85	860.98	$7,864.98	Building Permit
Hotel/Motel		Per Room					
Downtown/PPA			$3,631.78	820.85	860.98	$3,809.33	Building Permit
Master Plan Areas			$4,383.68	820.85	860.98	$4,597.99	Building Permit
City Infill			$4,010.82	820.85	860.98	$4,206.90	Building Permit
Office		Per 1,000 sq. ft.					
Downtown/PPA			$5,811.26	820.85	860.98	$6,095.36	Building Permit
Master Plan Areas			$7,062.71	820.85	860.98	$7,407.99	Building Permit
City Infill			$6,375.70	820.85	860.98	$6,687.40	Building Permit
Medical Office		Per 1,000 sq. ft.					
Downtown/PPA			$9,512.05	820.85	860.98	$9,977.08	Building Permit
Master Plan Areas			$11,488.62	820.85	860.98	$12,050.28	Building Permit
City Infill			$10,498.79	820.85	860.98	$11,012.06	Building Permit
Hospital		Per 1,000 sq. ft.					
Downtown/PPA			$3,800.70	820.85	860.98	$3,986.51	Building Permit
Master Plan Areas			$4,626.76	820.85	860.98	$4,852.95	Building Permit
City Infill			$4,162.23	820.85	860.98	$4,365.71	Building Permit
Institutional/Assembly		Per 1,000 sq. ft.					
Downtown/PPA			$2,532.77	820.85	860.98	$2,656.59	Building Permit
Master Plan Areas			$3,074.55	820.85	860.98	$3,224.86	Building Permit
City Infill			$2,782.03	820.85	860.98	$2,918.04	Building Permit
Industrial <25,000 sq. ft.		Per 1,000 sq. ft.					
Downtown/PPA			$1,855.03	820.85	860.98	$1,945.72	Building Permit
Master Plan Areas			$2,271.15	820.85	860.98	$2,382.18	Building Permit
City Infill			$2,019.83	820.85	860.98	$2,118.58	Building Permit
Industrial ≥25,000 sq. ft.		Per 1,000 sq. ft.					
Downtown/PPA			$1,444.06	820.85	860.98	$1,514.66	Building Permit
Master Plan Areas			$1,760.27	820.85	860.98	$1,846.33	Building Permit
City Infill			$1,581.05	820.85	860.98	$1,658.34	Building Permit
Warehouse		Per 1,000 sq. ft.					
Downtown/PPA			$1,346.21	820.85	860.98	$1,412.02	Building Permit
Master Plan Areas			$1,632.55	820.85	860.98	$1,712.36	Building Permit
City Infill			$1,479.08	820.85	860.98	$1,551.39	Building Permit

This fee is to pay for the construction of Public Facilities and to purchase capital items to allow for the city services to stay at the existing standards due to growt

Notes:
[1] Fees vary 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 of 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

	Transportation					Fire Safety					
Land Use	Downtown/PPA	Master Plan Areas	City Infill	Gen. Gov.	Police Safety	Downtown/PPA	Master Plan Areas	City Infill	Downtown/PPA	Master Plan Areas	City Infill
Single Family Residential	$8,165.00	$9,756.00	$9,672.00	$1,076.00	$491.00	$267.00	$838.00	$267.00	$10,298.97	$12,567.03	$11,233.18
Multifamily Residential	$5,704.00	$6,843.00	$6,337.00	$875.00	$399.00	$217.00	$681.00	$217.00	$7,410.65	$9,001.04	$8,062.84
Senior Assisted Living	$2,291.00	$2,727.00	$2,535.00	$336.00	$154.00	$83.00	$262.00	$83.00	$2,939.62	$3,553.67	$3,201.24
2nd Unit/Accessory Unit	$4,983.00	$5,978.00	$5,537.00	$336.00	$154.00	$83.00	$262.00	$83.00	$5,722.68	$6,931.60	$6,293.30
Mobile Home Dwelling	$4,280.00	$5,135.00	$4,755.00	$597.00	$273.00	$148.00	$465.00	$148.00	$5,456.94	$6,664.19	$5,948.19
Commercial/Retail < 100,000 sq. ft.	$10,294.00	$12,350.00	$11,438.00	$289.00	$113.00	$72.00	$225.00	$72.00	$11,091.04	$13,366.31	$12,269.36
Commercial/Retail ≥ 100,000 sq. ft.	$10,297.00	$12,353.00	$11,441.00	$290.00	$102.00	$64.00	$202.00	$64.00	$11,044.69	$13,304.51	$12,223.01
Gas Station	$6,168.00	$7,400.00	$6,854.00	$290.00	$102.00	$64.00	$202.00	$64.00	$6,791.82	$8,202.92	$7,498.40
Hotel/Motel	$3,313.00	$3,974.00	$3,681.00	$130.00	$51.00	$32.00	$101.00	$32.00	$3,631.78	$4,383.68	$4,010.62
Office	$4,602.00	$5,917.00	$5,480.00	$433.00	$170.00	$107.00	$337.00	$107.00	$5,611.26	$7,062.71	$6,375.70
Medical Office	$8,626.00	$10,348.00	$9,584.00	$371.00	$146.00	$92.00	$289.00	$92.00	$9,612.06	$11,468.62	$10,498.79
Hospital	$3,156.00	$3,786.00	$3,507.00	$325.00	$128.00	$81.00	$253.00	$81.00	$3,600.76	$4,629.76	$4,182.23
Institutional/Assembly	$2,175.00	$2,609.00	$2,417.00	$173.00	$68.00	$43.00	$135.00	$43.00	$2,532.77	$3,074.66	$2,782.03
Industrial <25,000 sq. ft.	$1,445.00	$1,734.00	$1,605.00	$217.00	$85.00	$54.00	$169.00	$54.00	$1,855.03	$2,271.15	$2,019.83
Industrial ≥25,000 sq. ft.	$1,189.00	$1,427.00	$1,322.00	$130.00	$51.00	$32.00	$101.00	$32.00	$1,444.06	$1,760.27	$1,561.05
Warehouse	$1,165.00	$1,397.00	$1,294.00	$87.00	$34.00	$21.00	$67.00	$21.00	$1,346.21	$1,632.55	$1,479.58

ENR INDEX	
Original	Current
$220.85	$860.98

	Transportation					Fire Safety					
Land Use	Downtown/PPA	Master Plan Areas	City Infill	Gen. Gov.	Police Safety	Downtown/PPA	Master Plan Areas	City Infill	Downtown/PPA	Master Plan Areas	City Infill
Single Family Residential	$8,564.17	$10,274.91	$9,515.52	$1,128.60	$515.00	$280.05	$878.97	$280.05	$10,802.45	$13,181.40	$11,782.35
Multifamily Residential	$5,982.86	$7,177.54	$6,646.81	$917.78	$418.51	$227.61	$714.29	$227.61	$7,773.16	$9,504.96	$8,457.03
Senior Assisted Living	$2,392.51	$2,870.81	$2,658.93	$352.43	$161.53	$87.06	$274.81	$87.06	$3,083.34	$3,769.37	$3,357.75
2nd Unit/Accessory Unit	$5,226.61	$6,270.25	$5,807.69	$352.43	$161.53	$87.06	$274.81	$87.06	$6,002.46	$7,270.79	$6,600.97
Mobile Home Dwelling	$4,489.24	$5,386.04	$4,987.48	$626.19	$286.35	$155.24	$487.73	$155.24	$5,723.73	$6,989.90	$6,236.00
Commercial/Retail < 100,000 sq. ft.	$10,797.29	$12,953.77	$11,997.18	$303.13	$118.52	$75.52	$236.00	$75.52	$11,633.26	$14,019.76	$12,869.18
Commercial/Retail ≥ 100,000 sq. ft.	$10,800.40	$12,956.92	$12,000.33	$272.71	$106.99	$67.13	$211.88	$67.13	$11,584.65	$13,954.96	$12,820.57
Gas Station	$6,469.54	$7,761.77	$7,189.08	$272.71	$106.99	$67.13	$211.88	$67.13	$7,123.86	$8,603.05	$7,864.99
Hotel/Motel	$3,474.97	$4,168.29	$3,860.96	$136.36	$53.49	$33.56	$105.94	$33.56	$3,809.33	$4,597.99	$4,206.90
Office	$5,173.12	$6,206.27	$5,747.91	$454.17	$178.31	$112.23	$353.48	$112.23	$6,095.36	$7,408.00	$6,687.40
Medical Office	$9,047.71	$10,853.90	$10,052.55	$389.14	$153.14	$96.50	$303.13	$96.50	$9,977.08	$12,050.29	$11,012.07
Hospital	$3,310.29	$3,971.09	$3,678.45	$340.89	$134.26	$84.96	$265.37	$84.96	$3,686.51	$4,853.66	$4,366.72
Institutional/Assembly	$2,281.33	$2,736.55	$2,535.18	$181.46	$71.32	$45.10	$141.60	$45.10	$2,656.59	$3,224.86	$2,918.03
Industrial <25,000 sq. ft.	$1,515.64	$1,818.77	$1,683.47	$227.61	$89.16	$56.64	$177.26	$56.64	$1,945.72	$2,382.18	$2,118.59
Industrial ≥25,000 sq. ft.	$1,247.13	$1,496.78	$1,386.63	$136.36	$53.49	$33.56	$105.94	$33.56	$1,514.66	$1,846.33	$1,658.34
Warehouse	$1,221.95	$1,466.30	$1,357.29	$91.29	$35.66	$22.03	$70.28	$22.03	$1,412.02	$1,712.38	$1,551.39

Summary

This is an Annual Report as required by Section 66006 of the Government Code. The City collects these fees on a pay-as-you-go basis for mitigation of impacts associated with new development. This Report reflects the annual reporting requirements as stipulated in the Government Code.

5G

Council Synopsis

November 18, 2014

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:

Motion: Approving a purchase and sale agreement with Turlock Real Estate Investors 1, LLC, for the purchase of portions of the Property in Fee (78,812 square feet) and portions of the Property as right-of-way for street purposes (3,980 square feet) of land described as 2618 Fulkerth Road (APN Nos. 089-019-027, 089-019-028 & 089-019-029), for the Fulkerth Road/Hwy 99 Interchange Project, in the amount of $827,920 plus half of escrow closing costs, with a total cost not to exceed $830,000 and authorizing the City Manager to sign all necessary documents to complete the transaction

Resolution: Appropriating $830,000 to account number 305-40-440.51270 "Construction Projects" to be funded from Fund 305 (Transportation) unappropriated reserves for the purchase of portions of the Property in Fee (78,812 square feet) and portions of the Property as right-of-way for street purposes (3,980 square feet) of land described as 2618 Fulkerth Road (APN Nos. 089-019-027, 089-019-028 & 089-019-029), for the Fulkerth Road/Hwy 99 Interchange Project

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 need for above referenced property for the proposed southbound onramp and the proposed street improvement along Fulkerth Road.

The property required is now for sale and staff has negotiated a purchase and sale agreement to acquire the property. The agreement calls for the City to purchase 82,792 square feet of property at $10/SF for a total of $827,920.00. The value established in the agreement is based upon an appraisal of this property by Bender-Rosenthal, Inc. The agreement also calls for the City to pay for half of the escrow costs. The appropriation of $830,000.00 will cover the purchase and escrow costs.

3. BASIS FOR RECOMMENDATION:

A) All purchases of real property must be approved by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total cost – purchase price and closing costs – are projected to be $830,000. This purchase was not anticipated when the 2014-15 budget was prepared; therefore funds are not currently appropriated.

This project is included in the list of projects to be funded using Capital Facility Fee (CFF) Transportation revenues and there are currently sufficient unappropriated reserves to fund the purchase. Staff is requesting the appropriation of $830,000 to account 305-40-440.51270 "Construction Project" to properly account for this transaction.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

CEQA determination was performed by Caltrans and approved 12/6/13 by environmental branch chief Scott Smith. The project was determined to be categorically exempt class 1 by PRC 21084 and CCR 15300.
No further determination is needed.

7. ALTERNATIVES:

A. The Council could choose to not approve the purchase.

PURCHASE AND SALE AGREEMENT
between
TURLOCK REAL ESTATE INVESTORS 1, LLC
and
THE CITY OF TURLOCK

PREAMBLE

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into this 18th day of November 2014 (hereinafter "Effective Date") between **TURLOCK REAL STATE INVESTORS 1, LLC** (hereinafter "Seller") and **THE CITY OF TURLOCK**, a municipal corporation (hereinafter "Buyer").

RECITALS

WHEREAS, Seller is owner in fee of real property located at 2618 Fulkerth Road also known as (APNs # 089-019-027-000, 089-019-028-000 & 089-019-029-000) in Turlock, California, more fully described on Exhibit "A" attached hereto; and

WHEREAS, Buyer desires to purchase portions of the Property in Fee as detailed on Exhibit "B" attached hereto; and

WHEREAS, Buyer desires to purchase portions of the Property as right-of-way for street purposes as detailed on Exhibit "C" attached hereto; and

WHEREAS, Seller is willing to sell Property to Buyer under the terms and conditions of this Agreement.

TERMS, CONDITIONS, AND COVENANTS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINED TERMS

For the purpose of this Agreement, the terms set forth below shall have the following meanings:

1.01 Close of Escrow shall occur within thirty (30) days from the Effective Date. When all escrow submissions are made, escrow may close at any time within the thirty (30) day

OK for Agenda

period. The parties, by extension in escrow, may extend the escrow beyond the thirty (30) day period. It is the desire of the parties to close escrow as soon as possible.

1.02 Deed shall mean a grant deed, or similar instruments, conveying title to the real property described herein from Seller to Buyer. Seller warrants that, as of the close of this escrow, Seller has full, legal and equitable title to convey the real property described herein.

1.03 Escrow shall mean that escrow opened with Escrow Holder pursuant to this Agreement.

1.04 Escrow Holder shall mean a title insurance company selected by Buyer to carry out the duties ascribed to Escrow Holder herein.

1.05 Escrow Instructions shall mean (a) the provisions of this Agreement requiring any action by, or compliance on the part of, Escrow Holder, (b) escrow instructions known as "general provisions" which are pro forma escrow instructions for Escrow Holder (to the extent such escrow instructions do not conflict with escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from time to time hereafter be signed and delivered by the parties to Escrow Holder. In the event of any conflict between this Agreement and the "general provisions" of Escrow Holder's pro forma escrow instructions, the escrow instructions contained in this Agreement will govern.

1.06 Real Property or Property shall mean and refer to the property bearing the legal description as set forth in Exhibit A attached hereto and made a part hereof.

ARTICLE II
AGREEMENT OF SALE

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property as described in Exhibit "B".

2.02 Total Purchase Price. The total purchase price for the Property shall be for the amount of **$827,920.00** (Eight Hundred Twenty Seven Thousand Nine Hundred Twenty and no/100ths Dollars) payable at the time of title transfer.

2.03 Contingencies. The sale is contingent upon:

(a) City Council approval and ratification of this Agreement;
(b) The property shall have all occupants removed/relocated from the property prior to the close of escrow.
(c) Owner abandoning the above mentioned parcels out of Turlock Irrigation District, Improvement District 1419, known as the Shimmon.

ARTICLE III
SELLER'S REPRESENTATIONS AND WARRANTIES

Seller covenants, represents, and warrants the following:

3.01 Full Authority to Convey All Interest in the Property. Seller has the full right, power and authority to 1) execute this Agreement, and related title documents, 2) perform all of the obligations hereunder and, 3) dispose of or otherwise convey Property as described herein. Seller represents that it has secured, or will secure before close of escrow, all appropriate consents necessary, if any, to consummate this Agreement.

3.02 Compliance with Applicable Law and No Pending Litigation Against Property. After diligent inquiry, to the best of Seller's knowledge, there is no violation of federal, state, local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with Property which would prohibit or affect the sale thereof.

3.03 No Liens Securing Payment or Other Obligations on Property. Seller warrants that Property is not encumbered, or will not be encumbered by the time of close of escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on Property as collateral. Seller agrees to pay any general and special taxes which are delinquent on Property and to pay any special assessments due on Property as of the date of close of escrow.

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

4.01 Buyer represents and warrants that it has or shall have full authority to carry out the provisions of this Agreement.

ARTICLE V
ESCROW CLOSING COSTS

5.01 All costs of escrow shall be paid equally (50-50) by the Seller and Buyer.

ARTICLE VI
TITLE INSURANCE

6.01 At the close of escrow, Escrow Holder shall cause the title company to issue to Buyer a policy of title insurance for Property. Before close of escrow, Escrow Holder shall provide buyer with a preliminary title report.

ARTICLE VII
ESCROW PROVISIONS

7.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of Property shall be affected through an escrow opened by Buyer at Stewart Title of California, Inc., 2030 W. Monte Vista Avenue, Turlock CA 95382.

7.02 Conditions to Close of Escrow. The following shall constitute conditions precedent to the close of escrow (i.e., the transfer of Property) which may be waived only by written waiver executed by Seller or Buyer as applicable:

(a) Buyer shall have deposited with an Escrow Holder the total amount specified in section 2.02;

(b) City Council's approval and ratification of this Agreement;

(c) Buyer shall not be in breach or default of any provision herein;

(d) Buyer's warranties and representations as set forth herein are true as of the close of escrow;

(e) Seller shall have deposited with Escrow Holder all of the items required under this Agreement;

(f) Seller shall not be in breach or default of any provision herein;

(g) A finding by the Turlock Planning Commission that acquisition of the property is in conformity with the City of Turlock's General Plan;

(h) Seller's warranties and representations as set forth herein are true as of the close of escrow;

(i) The title company shall be committed to issue and shall issue as of the close of escrow the title policy as set forth in this Agreement; and

(j) Buyer shall, to the fullest extent possible, cooperate with Seller on any tax exchange or involuntary exchange pursuant to IRC section 1033 that may result from this transaction.

7.03 Seller's Delivery to Escrow Holder. On or before the close of escrow, Seller shall deliver, or cause to be delivered to Escrow Holder, the following:

(a) A grant deed or deeds to the property;

(b) A properly executed Tenant Estoppel Certificate in a form approved by Buyer;

(c) Such other documents necessary to carry out the provisions of this Agreement.

7.04 Buyer's Delivery to Escrow Holder. On or before the close of escrow, Buyer shall deliver, or cause to be delivered to Escrow Holder, the following:

(a) The amount set forth in section 2.02;

(b) Such other documents which are necessary to carry out the provisions of this Agreement.

7.05 Close of Escrow. The close of escrow shall be as set forth in Section 1.01 when all conditions are met as described herein and when all payments are on deposit with Escrow Holder.

7.06 Escrow Holder's Duties upon Close of Escrow. At the close of escrow, Escrow Holder shall:

(a) Record the grant deed;

(b) Prepare any preliminary or change of ownership statements as required by law with respect to close of escrow;

(c) Deliver the policy of title insurance as required and requested by Buyer as described in this Agreement at close of escrow;

(d) Deliver to Seller the amount set forth in Section 2.02; and

(e) Perform such other duties as, in the opinion of Escrow Holder, are necessary to carry out the terms and provisions of this Agreement.

7.07 Distribution of Escrow Documents. Escrow Holder shall deliver and distribute the following documents:

(a) To Seller, a proposed and final Seller's closing statement;

(b) To Buyer, a proposed and final Buyer's closing statement and pro forma policy of title insurance;

(c) To Seller, recorded copies of the deed;

(d) To Buyer, after recordation, the originals of the grant deed or deeds, the policy of title insurance, and the original executed Tenant Estoppel Certificate referred to in section 7.03(b) above; and

(e) To Buyer and Seller, copies of such other documents, if any, not referenced herein and which are recorded at close of escrow.

7.08 Supplemental Escrow Instructions. The parties agree to execute supplemental escrow instructions to carry out the provisions of this Agreement provided they are not inconsistent with the provisions herein, or with the Agreement, or the Agreement as may hereafter be amended by and between the parties.

ARTICLE VIII
ENVIRONMENTAL SURVEY

8.01 During the terms of this Agreement, Buyer, its agents, contractors, and subcontractors shall have the right to enter upon Property, at reasonable times during ordinary business hours, to make any and all inspections, investigations, tests and studies, including, without limitation with regard to hazardous waste, soils, seismic and geological reports, and feasibility studies (collectively "Studies") as may be necessary or desirable in Buyer's sole judgment and discretion. The costs of any Studies conducted by Buyer shall be borne by Buyer. Buyer shall indemnify and hold Seller harmless from any and all damages arising out of or resulting from the acts of negligence of Buyer, its agents, contractors, and/or subcontractors in connection with such entry and/or activities upon Property.

ARTICLE IX
WAIVER OF PROVISIONS

9.01 Waiver by Seller, or Buyer, of any breach of any term, covenant or condition by Buyer or Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by Buyer or Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

ARTICLE X
NOTICES

10.01 Any notice, demand, approval, consent, or other communication between the parties shall be mailed to the following addresses:

TO SELLER:
Turlock Real Estate Investors 1, LLC
P.O. Box 3269
Saratoga CA 95070

TO BUYER:
City Manager
City of Turlock
156 South Broadway, Suite 230
Turlock, California 95380-5454
Phone: (209) 668-5540
Fax: (209) 668-5668

ARTICLE XI
BINDING EFFECT

11.01 This Agreement is binding upon the heirs, executors, successors, and assigns of the parties.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.01 Further Documents. The parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the parties to this Agreement.

12.02 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the parties not a part of this Purchase Agreement, and any and all related documents to consummate this Agreement, sets forth the entire Agreement between Sellers and Buyer and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter hereof.

12.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall 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.

12.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both parties hereto.

12.05 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

12.06 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of California.

12.07 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not to be construed as enlarging or limiting the language following said headings.

12.08 Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine, feminine and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared this Agreement. This Agreement consists of not only this Agreement but any and all related documents necessary to consummate the purchase of the Property.

12.09 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the parties after the vesting of title in Buyer shall survive the close of escrow and delivery of the deed(s).

12.10 Execution in Counterpart. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Except for the conveyance documents to be recorded, all other documents may be executed by facsimile signature.

IN WITNESS WHEREOF, the parties hereto, by their signatures hereinbelow, enter into this Agreement effective on the date hereinabove inscribed.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TURLOCK REAL ESTATE INVESTORS 1, LLC

By: _____
Ronnie Lott, Managing Member

By: _____

By: _____

EXHIBIT A

LEGAL DESCRIPTION

Parcels 1, 2 and 3 as shown on the Lot Line Adjustment No. 13-07, recorded December 9, 2013 as Document No. 2013-0101595 in Stanislaus County Records, located in the northwest quarter of Section 16, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California.

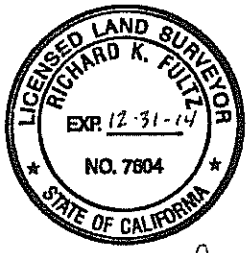

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EXHIBIT B

LEGAL DESCRIPTION

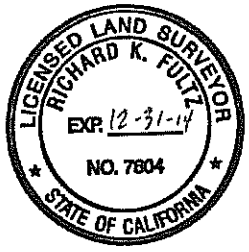
Parcel 2 as shown on the Lot Line Adjustment No. 13-07, recorded December 9, 2013 as Document No. 2013-0101595 in Stanislaus County Records, located in the northwest quarter of Section 16, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California.

Together with:

A portion of Parcel 1 as shown on the Lot Line Adjustment No. 13-07, recorded December 9, 2013 as Document No. 2013-0101595 in Stanislaus County Records, located in the northwest quarter of Section 16, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

BEGINNING at the northwest corner of said Parcel 2, being on a line 45.00 feet south of the north line of said northwest quarter of Section 16; thence North 89°58'21" West along said line 45.00 feet south of the north line of the northwest quarter of Section 16, a distance of 19.84 feet; thence South 0°01'39" West, a distance of 5.00 feet to a line 50.00 feet south of said north line of the northwest quarter of Section 16; thence North 89°58'21" West along said line 50.00 feet south of the north line of the northwest quarter of Section 16, a distance of 92.95 feet; thence South 0°01'39" West, a distance of 19.00 feet to a line 69.00 feet south of said north line of the northwest quarter of Section 16; thence South 89°58'21" East along said line 69.00 feet south of the north line of the northwest quarter of Section 16, a distance of 95.71 feet; thence South 52°20'12" East, a distance of 37.04 feet to the westerly line of said Parcel 2; thence North 14°41'54" West along said westerly line of Parcel 2, a distance of 48.21 feet to the point of beginning.

Containing 78,812 square feet



10-14-14

Plat

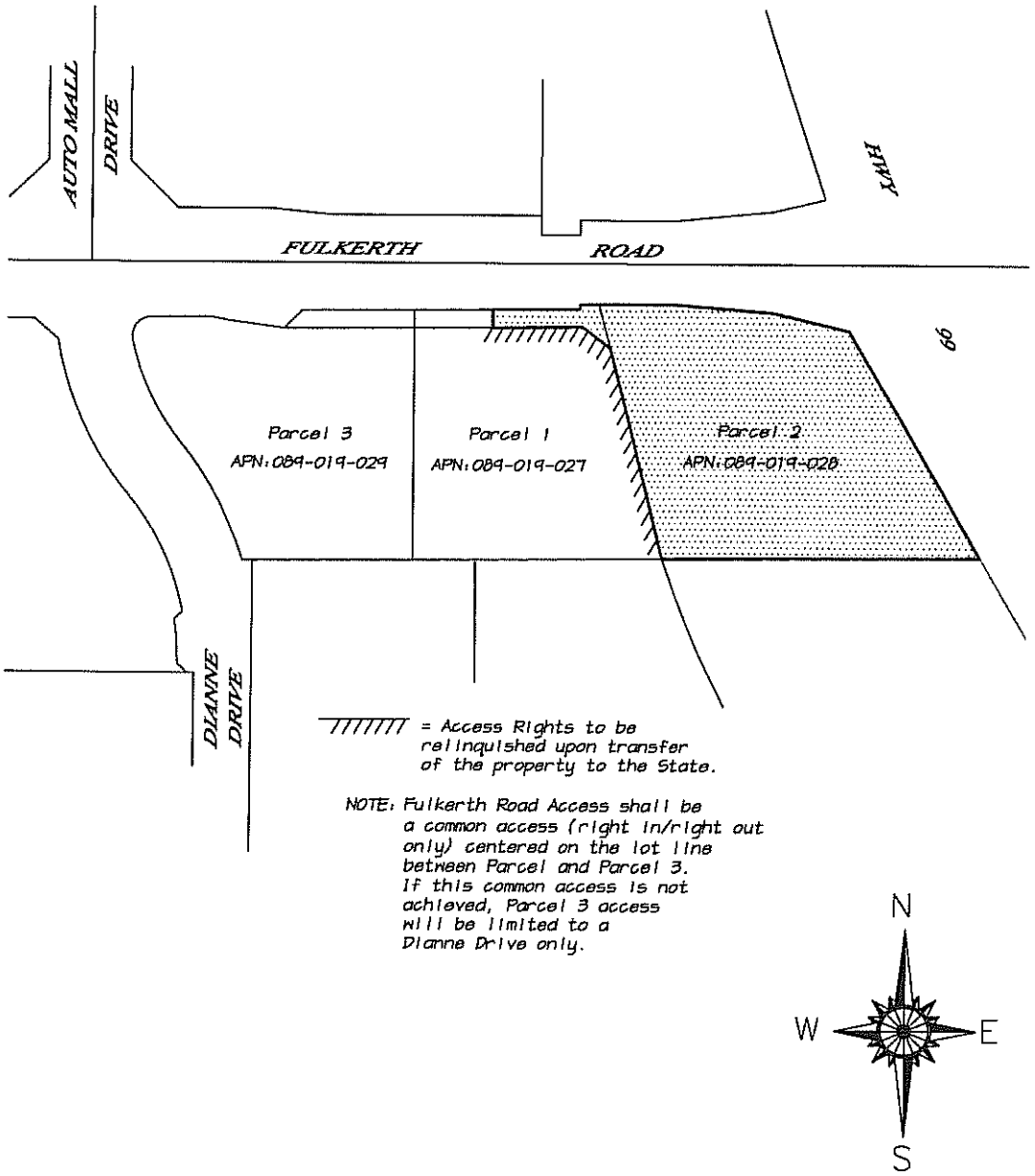

AUTOMALL
DRIVE
FULKERTH
ROAD
HWY
66
Parcel 3
APN: 089-019-029
Parcel 1
APN: 089-019-027
Parcel 2
APN: 089-019-028
DIANNE
DRIVE
//////// = Access Rights to be relinquished upon transfer of the property to the State.
NOTE: Fulkerth Road Access shall be a common access (right in/right out only) centered on the lot line between Parcel and Parcel 3. If this common access is not achieved, Parcel 3 access will be limited to a Dianne Drive only.
N
W
E
S

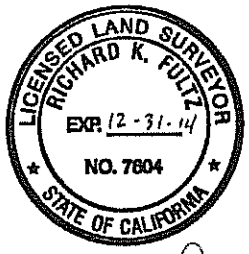
EXHIBIT C

Right-of-way
LEGAL DESCRIPTION

A portion of Parcel 1 and a portion of Parcel 3 as shown on the Lot Line Adjustment No. 13-07, recorded December 9, 2013 as Document No. 2013-0101595 in Stanislaus County Records, located in the northwest quarter of Section 16, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

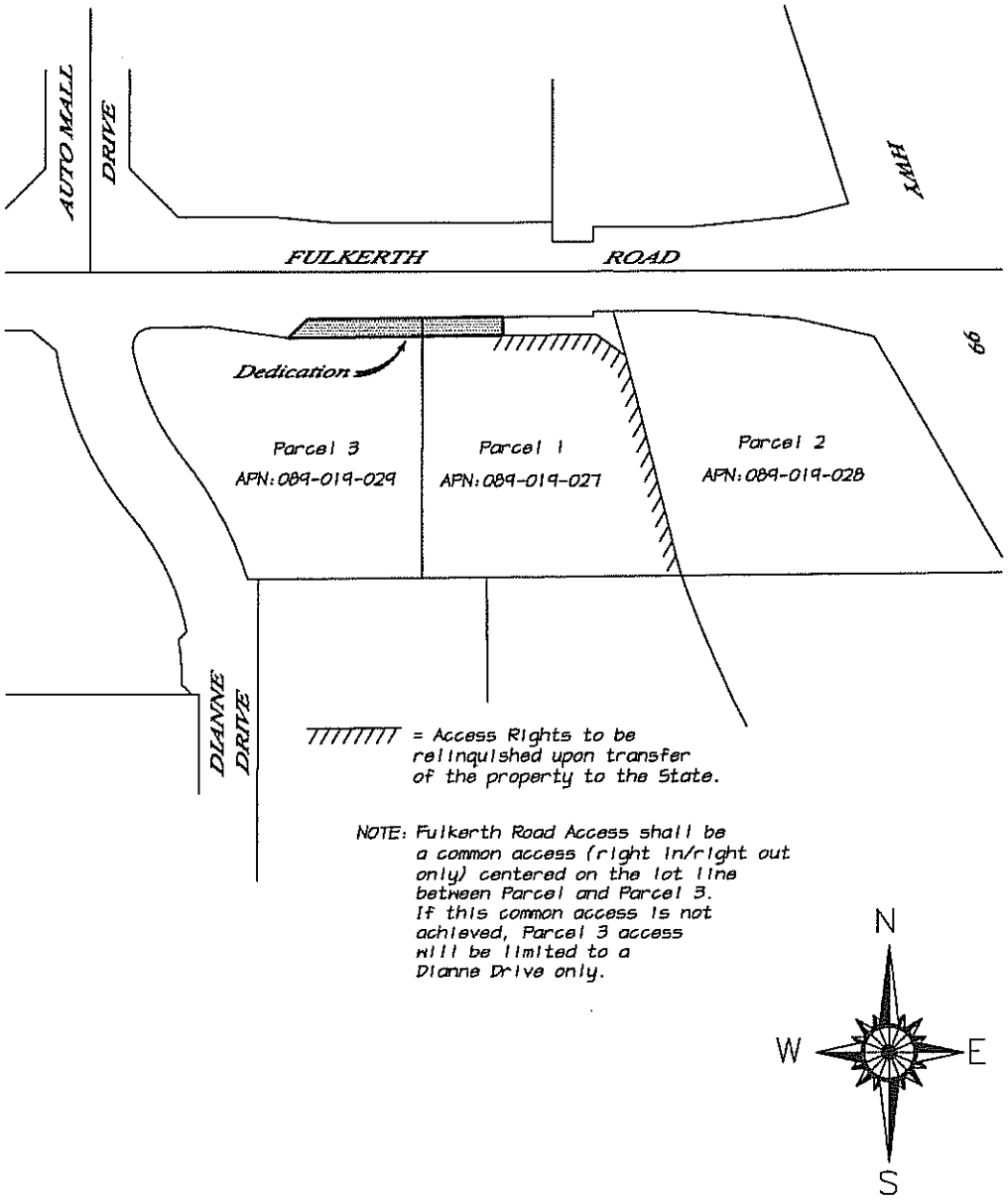
Commencing at the northwest corner of said Parcel 2, being on a line 45.00 feet south of the north line of said northwest quarter of Section 16; thence North 89°58'21" West along said line 45.00 feet south of the north line of the northwest quarter of Section 16, a distance of 19.84 feet; thence South 0°01'39" West, a distance of 5.00 feet to a line 50.00 feet south of said north line of the northwest quarter of Section 16; thence North 89°58'21" West along said line 50.00 feet south of the north line of the northwest quarter of Section 16, a distance of 92.95 feet to the POINT OFBEGINNING; thence North 89°58'21" West continuing along said line 50.00 feet south of the north line of the northwest quarter of Section 16, a distance of 199.54 feet; thence South 46°25'29" West, a distance of 27.55 feet to a line 69.00 feet south of said north line of the northwest quarter of Section 16; thence South 89°58'21" East along said line 69.00 feet south of the north line of the northwest quarter of Section 16, a distance of 219.49 feet; thence North 0°01'39" East, a distance of 19.00 feet to the point of beginning.

Containing 3,980 square feet



10-14-14

Plat


AUTO MALL
DRIVE
FULKERTH
ROAD
HWY
66
Dedication
Parcel 3
APN: 089-019-029
Parcel 1
APN: 089-019-027
Parcel 2
APN: 089-019-028
DIANNE
DRIVE
//////// = Access Rights to be relinquished upon transfer of the property to the State.
NOTE: Fulkerth Road Access shall be a common access (right in/right out only) centered on the lot line between Parcel and Parcel 3. If this common access is not achieved, Parcel 3 access will be limited to a Dianne Drive only.
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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $830,000 TO ACCOUNT NUMBER 305-40-440.51270 "CONSTRUCTION PROJECTS" TO BE FUNDED FROM FUND 305 (TRANSPORTATION) UNAPPROPRIATED RESERVES FOR THE PURCHASE OF PORTIONS OF THE PROPERTY IN FEE (78,812 SQUARE FEET) AND PORTIONS OF THE PROPERTY AS RIGHT-OF-WAY FOR STREET PURPOSES (3,980 SQUARE FEET) OF LAND DESCRIBED AS 2618 FULKERTH ROAD (APN NOS. 089-019-027, 089-019-028 & 089-019-029), FOR THE FULKERTH ROAD/ HWY 99 INTERCHANGE PROJECT	RESOLUTION NO. 2014-

WHEREAS, the City's Capital Facilities Fee Program calls for the realignment and signalization of Dianne Drive at Fulkerth Road with alignment to Auto Mall Drive in connection with the Fulkerth and Hwy 99 Interchange project improvements; and

WHEREAS, the property is currently used for agricultural use and has recently been put on the real estate market; and

WHEREAS, it is staff's desire to acquire the property for the construction of the Fulkerth Road / Hwy 99 Interchange project improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $830,000 to account number 305-40-440.51270 "Construction Projects" from Fund 305 (Transportation) Reserve for the for the purchase of portions of the Property in Fee (78,812 square feet) and portions of the Property as right-of-way for street purposes (3,980 square feet) of land described as 2618 Fulkerth Road (APN Nos. 089-019-027, 089-019-028 & 089-019-029), for the Fulkerth Road/Hwy 99 Interchange Project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5H

Council Synopsis

November 18, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the agreement with Polydyne, Inc. of Riceboro, Georgia, for cationic emulsion polymer, for the Turlock Regional Water Quality Control Facility for a period of twelve (12) months, in an amount not to exceed $142,000

2. DISCUSSION OF ISSUE:

The cationic emulsion polymer will be used to dewater approximately 131.4 million gallons of waste activated sludge and 45.2 gallons of Anaerobic digested sludge annually at the Turlock Regional Water Quality Control Facility.

Staff is recommending an authorization to award said Contract No. 14-091 with Polydyne, Inc. of Riceboro, GA to be the lowest responsive and responsible bidder meeting all specifications and requirements.

The Purchasing Office issued a formal bid for cationic emulsion polymer on Bid No. 14-293. Fourteen (14) vendors downloaded the bid package from the City's website and no local vendor submitted a bid. Three vendors submitted bids.

City staff evaluated the bids. Award bid recap is shown below:

1) Polydyne, Inc. of Riceboro, GA	$0.95 per pound
2) BASF Corp of Florham Park, NJ	$1.07 per pound
3) Univar USA Inc. of Kent, WA	No Bid, unable to bid at this time.

3. BASIS FOR RECOMMENDATION:

City staff's recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements with Polydyne, Inc., in the amount not to exceed $142,000, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $142,000

Currently budgeted at line number:
410-51-530.44005_008 "Chemicals Polymer"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve this agreement. This alternative is not recommended as it would create non-compliance with the City's discharge permit and NPDES regulations.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
POLYDYNE, INC.
for
CATIONIC EMULSION POLYMER
for
TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY

CONTRACT NO. 14-091

THIS AGREEMENT is made this 18TH day of November, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **POLYDYNE, INC.**, a Georgia Corporation, hereinafter referred to as 'SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for cationic emulsion polymer for Turlock Regional Water Quality Control Facility; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products, hereinafter referred to as 'Products."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** SUPPLIER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified which are necessary and required to provide the Products and shall provide such Products in accordance with the standards of its profession and the specifications attached hereto as Section 1. SUPPLIER shall provide Products that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies asSUPPLIER shall reasonably require in providing said Products.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. **COMPENSATION:** CITY agrees to pay SUPPLIER in accordance with ***Exhibit "A"*** as full remuneration for providing the Products and materials called for in ***Section "1"*** and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event

OK for Agenda

shall the sum of this Agreement exceed One Hundred Forty Two Thousand and No/100^{ths} Dollars ($142,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to SUPPLIER within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to SUPPLIER within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning November 19, 2014 and ending November 18, 2015, subject to CITY's availability of funds.

6. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER 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 SUPPLIER, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

(b) Minimum Limits of Insurance: SUPPLIER 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) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(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) SUPPLIER 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 SUPPLIER, 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 SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER'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 this Agreement, the insurer, broker/producer, or SUPPLIER shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal or material change.

(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.

(5) The automobile liability policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

(6) If pollution liability coverage is written on a claims-made form:

(i) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

(ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

(iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(iv) a copy of the claims reporting requirements must be submitted for City's review.

(v) if the services involve lead-based paint or asbestos identification/remediation, the pollution liability policy shall not contain leas-based paint or asbestos exclusions. If the services involve mold identification/remediation, the pollution liability policy shall not contain a mold exclusion and definition of "pollution" shall include microbial matter including mold.

(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.

(g) Verification of Coverage: SUPPLIER 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 SUPPLIER'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(h) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER 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 SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: SUPPLIER 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.

7. INDEMNIFICATION: SUPPLIER 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 SUPPLIER, 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.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to SUPPLIER.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or

insolvency of SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to SUPPLIER. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of SUPPLIER'S Tax Status. If CITY determines that SUPPLIER does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to SUPPLIER. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, SUPPLIER shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay SUPPLIER an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by SUPPLIER in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of

age, race religion, color, sex, or national origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. SUPPLIER further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provides professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: SUPPLIER agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF SUPPLIER: SUPPLIER warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER to modify the scope of services provided for under this Agreement. Any material extension or change in the

scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, SUPPLIER shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. SUPPLIER shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify SUPPLIER'S charges to CITY under this Agreement. SUPPLIER agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for SUPPLIER services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and SUPPLIER agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by SUPPLIER without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for SUPPLIER:
POLYDYNE, INC.
ATTN: LAWRENCE D. GRIZZLE
ONE CHEMICAL PLANT ROAD
RICEBORO, GA 31323
PHONE: (912) 880-2035
FAX: (912) 880-2076

for CITY:
CITY OF TURLOCK
ATTN: WAYNE CLAY, WATER QUALITY CONTROL MANAGER
MUNICIPAL SERVICES WATER QUALITY CONTROL
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4443
FAX: (209) 668-5569

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

POLYDYNE, INC.

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
PRODUCT SPECIFICATIONS

1.1 The polymer to be supplied must be available commercially and not an experimental grade.

1.2 The polymer shall:

a) Have an active solids = 42%.
b) Have a Mole charge = 50%.
c) Have a specific gravity = 1.02.
d) Be compatible with our current feed system.
e) GBT finished sludge percent solids 4.5% to 6.5%.
f) GBT minimum removal efficiency 96%.
g) Not affect the dewatering capability of the GBT nylon belt.
h) Be stable, non-separating liquid system.
i) Anaerobic Digester #4 drop polymer dosage not to exceed 150 mg/l.
j) Anaerobic Digester #4 drop removal efficiency 90% using Buchner funnel.
k) To be a polymer product requiring no specific activation, or special handling procedures.
l) To be compatible with plant equipment and procedures.
m) Not cause foaming in the filtrate system.
n) Have a minimum three-month shelf life from date of delivery.
o) Product shelf life and storage requirements must be compatible with outdoor Turlock climate.

Safe handling procedures and health hazards will be considered.

1.3 QUANTITY
Last year approximately 16,000 gallons of Cationic Emulsion Polymer was required. The supplier shall deliver the required amount whether greater or smaller than the estimated quantity. Orders for delivery will be placed as required.

1.4 ORDER CONTACT
Each bidder shall indicate on the Bid Sheet the name, telephone number, fax number and email address of the City's contact for placing of orders.

1.5 DELIVERY
Deliveries to be made F.O.B. Turlock, freight prepaid and added to invoice, as required to the Wastewater Treatment Plant. Deliveries are to be made within ten (10) working days after the placement of order. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

Deliveries must be made Monday through Friday (excluding holidays) between the hours of 8:00 a.m. and 3:30 p.m. Deliveries not conforming to these requirements may be returned at no cost to the City.

All costs incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery. Supplier shall provide at the time of delivery, a dated

receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

1.6 CONTAINER REQUIREMENTS

Polymer must be delivered in a bulk storage tote with a capacity of 275 gallons.

1.7 SAFETY

Delivery of Cationic Emulsion Polymer will be consistent with these specifications and shall comply with all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations.

Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for Cationic Emulsion Polymer. Spills and/or leaks at time of delivery, regardless of the size shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

All drivers must have any necessary personnel safety clothing and/or equipment required for off-loading Cationic Emulsion Polymer. City personnel and/or equipment at the delivery locations will assist in the off-loading of chemicals. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

The Supplier must be prepared to provide safety training on the safe handling and use of the Cationic Emulsion Polymer and emergency procedures in the event of a leak or spill. The training may be performed at least once during the year if requested by the City. It is preferred that this training be offered at no charge to the City.

1.8 QUALITY ASSURANCE

All bids submitted must include material specifications (components with analysis) with typical properties. A quality assurance analysis may be run to check the quality of the Chemical for any given delivery. Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City. A certificate of analysis shall be provided for each load of chemical.

1.9 MATERIAL SAFETY DATASHEETS

Material Safety Data Sheets must be provided with each delivery. No delivery will be accepted without an MSDS.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFB 14-293

BID DUE DATE: OCTOBER 1, 2014 AT 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"CATIONIC EMULSION POLYMER"
FOR
GRAVITY BELT THICKENER AND DIGESTER #4

1) **Return original bid to:** **City of Turlock**
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Polydyne Inc.

Address: One Chemical Plant Rd., Riceboro, GA 31323

Telephone Number (912) 880-2035 **Fax Number** (912) 880-2078

E-Mail Address polybiddpt@snfhc.com

Authorized Representative (print) Lawrence D. Grizzle, Business Manager

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Cationic Emulsion Polymer dated September 29, 2014, at the prices indicated herein.

Price Inclusion Statement: Bidders shall provide firm-fixed pricing for a one year contract, upon notification of award. Bidders shall fully complete this bid sheet and return it with their proposal. All proposed prices shall be stated as NET-PRICES, whereas, NET-PRICES shall represent the total and final cost to the Cost for the supply and delivery of the chemical and related services, as specified within this solicitation. NET-PRICES shall include all costs associated with materials, labor, equipment, transportation, overhead, travel, profit, insurance, freight, taxes, incidentals, and all other related costs necessary to provide and delivery the product. Please provide a price per pound.

BID SHEET

Description	Price Per Pound
Cationic Emulsion Polymer (GBT – Digester drop) Clarifloc C-6288	$ 0.950
Based on 60 (275 gallons) totes	$ 131,100.00
Sales Tax 0.08375%	$ 10,979.625
Total	$ 142,079.625

	Item #1	Item #2	Item #3
Source of Material	Riceboro, GA		
Trade of Product Name	Clarifloc C-6288		
Manufacturer of Material	Polydyne Inc.		
Years Manufactured	19 years		

List any extra charges not described above: N/A

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A N/A % discount is offered for payment within 30 days. Net 30 Days, No Discounts
(Note: Discount period must be fifteen days, or greater, to be considered)

City of Turlock Business License Tax Certificate
A City of Turlock Business License and all others required shall be provided by the Supplier and she/he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

Does your firm hold a City of Turlock Business Tax Certificate? ☒ Yes ☐ No
If yes, number: 644911.

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☒ No

Order Contact
Provide the following information about the City's contact for orders.

Name:	Vicky Howell, Customer Service Repres
Phone Number:	(912) 884-3366 ext. 8719
Fax Number:	(912) 880-2078
Cell Number:	
Email Address:	polybiddpt@snfhc.com

Delivery
Method of Delivery: ☒ Common Carrier ☐ Private Company Carrier
(Please check one choice or describe alternative method)

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
☒ Yes ☐ NO

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. None Received

Terms
1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, SUPPLIER shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual

by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY
may request proof of dumping from an approved dumping facility.

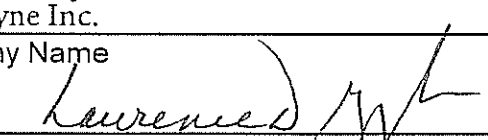
Drug Free Workplace
Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Supplier's License No._____ Expiration Date: _____
Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Polydyne Inc.
Company Name



Signature of Authorized Representative
Lawrence D. Grizzle, Business Manager

34-1810283
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

City of Turlock
Finance Office
156 S. Broadway Suite 114
Turlock, CA 95380-5454
209-668-5570
www.cityofturlock.org

POLYDYNE INC
PO BOX 250
RICEBORO, GA 31323-0250

TMC 3-1-103 PERSONS REQUIRED TO PAY A LICENSE TAX FOR TRANSACTING AND CARRYING ON ANY BUSINESS UNDER THIS CHAPTER SHALL NOT BE RELIEVED FROM THE PAYMENT OF ANY FEE OR TAX FOR THE PRIVILEGE OF CARRYING ON ANY SIMILAR OR RELATED ACTIVITY REQUIRED UNDER ANY OTHER PROVISION OF THIS CODE.

WHERE APPROVAL, CLEARANCE, OR A PERMIT TO CONDUCT A BUSINESS IS OTHERWISE REQUIRED BY THE PROVISION OF THIS CODE, ISSUANCE OF A LICENSE DOES NOT CONSTITUTE SUCH APPROVAL OR CLEARANCE.

The Business License Tax Certificate below must be displayed in your place of business.
To display, fold this form in thirds by folding at each of the dotted lines.

Business License Tax Certificate Issued to

POLYDYNE INC

1 CHEMICAL PLANT RD
RICEBORO, GA 31323

LICENSE NUMBER **644911**
LICENSE EXPIRATION DATE **12/31/2014**

LICENSE ISSUED FOR REVENUE PURPOSES ONLY – NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW. FAILURE TO PAY ANY LICENSE TAX DUE WILL RENDER THIS BUSINESS LICENSE INVALID.

5I

Council Synopsis

November 18, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez/ Presented by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to the agreement between the City of Turlock and Applied Pest Management, Inc., to include Municipal Services' Harding Drain Pump Station and the Northwest Water Storage Tank, and the Turlock Public Safety Facility, for pest control services, increasing the annual contract amount to $4,965

2. DISCUSSION OF ISSUE:

On September 13, 2011, the City Council approved an Agreement with Applied Pest Management, Inc. for pest control services at the Turlock Regional Water Quality Control Facility, at an annual contract amount not to exceed $2,640.

On December 13, 2011, the City Council approved the Amendment No. 1 to the Agreement to include all the Fire Stations for pest contract services at an annual amount of $405; increasing the annual contract amount from $2,640 to $3,045.

City staff is requesting a second amendment to the agreement with Applied Pest Management, Inc., to include Municipal Services' Harding Drain Pump Station and the Northwest Water Storage Tank, and the Turlock Public Safety Facility for pest control services for a complete and thorough control of pests at each location; increasing the annual contract amount from $3,045 to $4,965.

3. BASIS FOR RECOMMENDATION:

A. Amending the agreement to include Municipal Services' Harding Pump Station and the Northwest Water Storage Tank, and the Turlock Public Safety Facility; increasing the annual contract amount from $3,045 to $4,965 for pest control services for a period of twelve months.

B. City staff is not licensed to treat interior structures for pests.

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

Goal(s): a-iii Community Infrastructure – Provide safe and well-maintained facilities for the community and City of Turlock employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $1,920

Budget Amendment
110-20-200.43150 "Police Pest Control" - $1,200
410-51-530.43150 "WQC Pest Control" - $720

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve Amendment No. 2. This alternative is not recommended. City staff is not licensed to treat interior structures for pests such as rodents and insects.

AMENDMENT NO. 2
to
Agreement
between
CITY OF TURLOCK
and
APPLIED PEST MANAGEMENT, INC.
for
PEST CONTROL SERVICE
CONTRACT NO. 11-953

THIS AMENDMENT NO. 2, dated November 18, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **APPLIED PEST MANAGEMENT, INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated September 13, 2011, whereby CONTRACTOR would perform pest control services, (hereinafter the "Agreement"); and

WHEREAS, on December 13, 2011, the parties entered into Amendment No. 1 to the Agreement dated December 13, 2011, whereby CONTRACTOR was to perform additional work in accordance with Exhibit A to Amendment No. 1.

NOW, THEREFORE, the parties hereto mutually agree to further amend said Agreement as follows:

1. Paragraph 1 of the Agreement is amended to read as follows:

"1. **SCOPE OF WORK:** CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified which are necessary and required to provide pest control services and shall perform such services in accordance with the specifications attached hereto as Section 1.

In addition to the Scope of Work attached as Section 1 to the Agreement, CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1, and the added scope of services attached to this Amendment No. 2 as Exhibit B, which are necessary and required to provide pest control services for the Public Safety Facility and Municipal Services at the Harding Pump Station and Northwest Water Storage Tank, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, and this Amendment No. 2."

OK for Agenda

2. Paragraph 4 of the Agreement is amended to read as follows:

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of One Thousand Nine Hundred Twenty and No/100^{ths} Dollars ($1,920.00) in accordance with Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1 and this Amendment No. 2 shall not exceed Two Thousand Three Hundred Twenty Five and No/100^{ths} Dollars ($2,325.00.00); plus reimbursable expenses estimated at Four Thousand Nine Hundred Sixty Five and No/100^{ths} Dollars ($4,965.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement, Amendment No. 1 and this Amendment No. 2."

3. Paragraph 5 of the Agreement is amended to read as follows:

"5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning September 14, 2011, and ending December 13, 2015, subject to CITY's availability of funds."

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers' thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

BY: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

APPLIED PEST MANAGEMENT, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

SECTION 1
SCOPE OF WORK AND REQUIREMENTS

The Service Provider shall furnish all labor, material, equipment and other services necessary for the complete pest control services at all facilities specified under the contract specifications.

SPECIFIC REQUIREMENTS

1. General
These specifications and the areas to be treated are not given nor are they intended to be complete in the details of the pest control services, but rather are given as an outline of our general requirements. All materials and workmanship must comply with all Local, County, State and federal codes, specifications and ordinances.

2 Scope of Work
Services shall include the personnel and all chemicals and materials needed in order to facilitate complete and thorough control of pests at each location. Service will consist of a minimum number of monthly or quarterly services specified for each location and/or more often if deemed necessary by the person in charge of each location.

3. Service Provider
The Service Provider must report to the Water Quality Control Supervisor or his designee of any recent pest problems. If, during the course of service, any building disrepair, which might contribute to pests, is noted, the building designee must be informed, in writing, so that each situation may be remedied. Service Provider must also report to this designee after each service to obtain verification that service was performed. Service Provider may **NOT** leave service report on a vacant desk.

4. Chemical Products
Chemical products used must be approved for their intended use and applied in a manner consistent with regulations established by the State of California – Cal OSHA.

5. Certification:
State certification and registration is mandatory during the term contract award. Bidders must hold a current and valid State Operator's license at the time of bid submittal, and this license must remain valid for the entirety of the contract. All bidders must submit copies of this information with the bid. Failure to do so will be cause for bid rejection. All Pest Control personnel must hold valid and current State Applicator's or Branch II Field Representative licenses for the entirety of the contract. Bidder must provide this information for each licensed applicator at time of award.

6. Quality Assurance
All pest control service must be done to the complete satisfaction of each individual in charge of the building. The City reserves the right to cancel any contract where the service performed does not meet the satisfaction of the using department.

7. Service Work
Service Provider to provide an environment, free from, but not limited to, the following pests:

a) Spiders, cockroaches and beetles
b) Crickets, and other hoppers
c) Ants (all species) earwigs, sow bugs, silverfish and other crawling insects
d) fleas and other biting insects

e) Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories.
f) Moths and other flying pests.
g) Weevils and other food pests.
h) Mice, rats and other rodents.

The pest control services shall be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, dumb waiters and surroundings pits, walls / enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, loading platforms, refuse containers and surrounding storage areas, dorms, bedrooms, cells, offices, lavatory and shower areas hallways and lounge areas.

The Service Provider must provide the following types of pest control spraying:

a) "Power Spray" for treating the outside of all buildings. This method will treat (10) ten feet out from each building, and will have a better control over any potential problems.

b) "Hand Canning" for treating the inside of all buildings.

The Service Provider responsibility is to ***brush down all spider webs*** from outside of all buildings.

The Service Provider must perform a thorough detection program during every service, including, but not limited to crack and crevice inspection and use of a functional flashlight. Following each scheduled service, the Service Provider must submit a written report to the building's designated individual listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, or interrupt institutional activities, the Service Provider shall be required to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the City. It is suggested that an individual(s) other than the regular service person so as to not interfere or delay the schedule service handle this.

8. Performance Requirements

The Service Provider is to use the proper equipment and material to render the services to ensure safety for all human life, livestock and the environment. It is to be clearly understood that the equipment and pesticides used by the Service Provider for this contract are to be within safe and legal guidelines.

Before an application is made, the Service Provider shall notify the building designee of any precautionary actions, if any, that may need to be taken.

All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of California.

The Service Provider shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The Service Provider may not store chemicals or equipment on the facility site at any time.

Pesticide application shall be according to need, and not by a routine schedule unless it is part of a regular preventative pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents by inspection at the onset of the program.

9. Start-Up:
The Service Provider shall be extended a 60-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the facility will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Service Provider sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for sixty (60) consecutive days.

If, within the sixty (60) day grace period, the pest control problem is determined to be on the increase and shows no improvement, the City reserves the right to terminate the grace period.

10. Accident Reports
The Service Provider will immediately report, in person, all accidents whatsoever arising out of and/or in conjunction with the performance of the work, whether on and/or adjacent to the City facility which has caused death, personal injury and/or property damage, giving full details and statements of witnesses to the City designee.

11. Pricing
Contract pricing shall be based on a fixed monthly price per facility to perform all required pest control services as required to provide a pest free environment for each facility. Contract price must also specify how many service calls are included in this monthly fee. Additional requirements not related to regular service may be ordered at the hourly rate in accordance to Exhibit "A". This contract will remain firm for the life of the contract.

12. Locations and Frequencies
Pest Control Service at the locations and frequencies listed below:

a) Municipal Services, located at 901 South Walnut Road.
Wastewater Treatment Plant, Utilities maintenance Shop, Administration, Operator Shop, Storage Containers and other areas outline on attached map (Exhibit C).
To provide monthly pest control services for both inside and outside of facility for all types of pest and rodent control at 53 structures.

b) Municipal Services Annex, located at 901 South Walnut Road.
To provide monthly pest control services for both inside and outside of facility for all types of pest and rodent control.

c) Water Resource Building, located at 901 South Walnut Road.
To provide monthly pest control services for both inside and outside of facility for all types of pest and rodent control.

d) Municipal Services Electrical Maintenance, located at 901 South Walnut Road.
To provide monthly pest control services for both inside and outside of facility for all types of pest and rodent control.

e) Turlock Fire Department Station No. 2, located at 791 South Walnut Road.
To provide monthly pest control services up to six months for both inside and outside of facility for all types of pest and rodent control

f) Turlock Fire Department Station No. 1, located at 540 E. Marshall. To provide pest control services on an as "needed basis" in the amount of $45 per service.

g) Turlock Fire Department Station No. 3, located at 501 Monte Vista. To provide pest control services on an as "needed basis" in the amount of $45 per service.

h) Turlock Fire Department Station No. 4, located at 2820 N. Walnut Road. To provide pest control services on an as "needed basis" in the amount of $45 per service.

i) Municipal Services Harding Pump Station & Northwest Water Storage Tank, located at 901 S. Walnut Road. To provide monthly pest control services for both inside and outside of facility for all types of pest and rodent control, at $60.00 per month.

j) Turlock Public Safety Facility, located at 144 N. Broadway, Turlock. To provide monthly pest control services for both inside and outside of facility for all types of pest and rodent control, at $100.00 per month.

k) The other City owned and leased buildings will be on an on call basis. Special Requirements at Public Safety facility: Due to security clearance requirements and training needed a specific facility, including Police Department cell, the same technician(s) must be assigned to those facilities for a minimum of one (1) year.

13. METHODS OF COMMUNICATIONS

The City prefers that the successful Service Provider have the capability to be reached via Internet E-Mail. At a minimum, Contract shall have telephone communication capability.

14. WEEKEND AND HOLIDAY WORK

All work necessary to be performed on Saturdays, Sundays, or legal holidays, except for that as may be required in the specifications, shall be performed without additional expense to the City, and shall be authorized by the Contracts Administrator.

HOLIDAYS: Holidays include:

1.	Veteran's Day	November 11
2.	Thanksgiving Day	4th Thursday in November
3.	Day after Thanksgiving	Friday after Thanksgiving
4.	Christmas Day	December 25
5.	New Year's Day	January 1
6.	Martin Luther King Day	Third Monday in January
7.	President Day	3rd Monday in February
8.	Memorial Day	Last Monday May
9.	Independence Day	July 4
10.	Labor Day	First Monday in September

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday.

✦ **The City Council of the City of Turlock must authorize the official closure of City Offices on December 24 and December 31, and approve these specific dates as additional holidays.**

EXHIBIT B
PEST CONTROL SERVICES

Pest Control Services to provide an environment, free from, but not limited to, the following pests: Spiders, cockroaches and beetles, crickets, and other hoppers, ants (all species) earwigs, sow bugs, silverfish and other crawling insects, fleas and other biting insects, wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories, moths and other flying pests, weevils and other food pests, Mice, rats and other rodents.

Item No.	*Facility & Location*	*Contact Person*	*Interior As Required*	*Exterior*	*Frequency Required*	*Cost per Month*	*X 12*	*Annual Cost*
1	Municipal Services Water Quality Control 901 S. Walnut Road	Wayne Clay (209) 668-5599 Ext. 4443	X	X	Monthly	$55	X	$660.00
2	Municipal Services Water Quality Control Annex Building 901 S Walnut Road	Larry Gilley (209) 668-5599 Ext, 4442	X	X	Monthly	$55	X	$660.00
3	Municipal Services Water Resource Building 901 S. Walnut Road	Larry Gilley (209) 668-5599 Ext, 4442	X	X	Monthly	$55	X	$660.00
4	Municipal Services Water Quality Control Electrical Maintenance 901 S. Walnut Road	David Funk (209) 668-5599 Ext. 4450	X	X	Monthly	$55	X	$660.00
5	Fire Station #1 540 E. Marshall	Vanessa Hubbell (209) 668-5580	X	X	As Needed	$45.00		$45.00
6	Fire Station #2 791 S. Walnut Road	Vanessa Hubbell (209) 668-5580	X	X	6 Months	$45.00	X	$270.00
7	Fire Station #3 501 Monte Vista	Vanessa Hubbell (209) 668-5580	X	X	As Needed	$45.00		$45.00
8	Fire Station #4 2820 N. Walnut Road	Vanessa Hubbell (209) 668-5580	X	X	As Needed	$45.00		$45.00
9	Municipal Services Water Quality Control Harding Pump Station and Northwest Water Storage Tank	Wayne Clay (209) 668-5599 Ext. 4443	X	X	Monthly	$60.00	X	$720.00
10	Turlock Public Safety Facilities 144 N. Broadway	Nino Amirfar (209) 664-7371	X	X	Monthly	$100.00	X	$1,200.00

APPLIED PEST MANAGEMENT, INC. CORPORATE OFFICE
P.O. BOX 3317 VALLEJO, CA 94590 (800) 244-1176 FAX (707) 554-0191

PEST CONTROL AGREEMENT

FOR: CITY OF TURLOCK-PUBLIC SAFETY FACILITY CONTACT PERSON: CAPT STEVE WILLIAMS
PHONE: 209-664-7304 EMAIL: swilliams@turlock.ca.us

BILLING ADDRESS: 156 S. BROADWAY, STE 270 / TURLOCK, CA 95380
Attn: Betty Gonzalez EMAIL: bgonzalez@turlock.ca.us Phone: 209-668-5599, ext 4406 Fax: 209.668.5695

SERVICE ADDRESS: 144 N BROADWAY / TURLOCK, CA 95380

I. SERVICE: APM will perform service for the control of:

_X_Ants _X_Earwigs _X_ Mice _X_Roaches _X_ Rats _X_ Spiders

Service Specifications:
MONTHLY SERVICE TO BUILDING EXTERIOR AND INTERIOR UPON REQUEST OR AS NEEDED FOR GENERAL PESTS AND RODENTS. MONTHLY SERVICE TO CONSIST OF AN EXTERIOR & INTERIOR INSPECTION AND TREATMENT AS NEEDED FOR GENERAL PESTS.

All treatments, regular and special, will be performed at your convenience so as not to interrupt your normal operations.

II. MATERIALS
A. The materials used shall be in compliance with all applicable Federal, State and Local laws.
B. Rodenticides shall be used with all due precaution to avoid accidents to humans, domestic animals and pets, and shall be acceptable to you.
C. All pest control work shall be performed in a safe manner by state licensed technicians using the most modern and effective pest control methods.

III. YOUR COOPERATION
Your cooperation is important to insure the most effective results from APM's service. Whenever conditions conductive to the breeding and harborage of pests covered by this contract are reported in writing by APM, and are not corrected by you, APM can not assure satisfactory service.

IV. INSURANCE
APM has full insurance coverage and, if desired, will furnish certification.

V. TERMS OF AGREEMENT
This agreement shall be effective for an original period of one year and shall renew itself month to month thereafter unless written notice is given by either party thirty (30) days prior to the anniversary date of this agreement.

This agreement does not include the control of carpenter ants termites, fungi, or wood destroying pests, unless specified above.

If APM fails to comply with the specifications, they shall be given thirty (30) days notice to render satisfactory service. If at the expiration of said thirty (30) days notice, the unsatisfactory conditions have not been corrected you reserve the right to cancel the contract.

PLEASE MAIL, FAX, OR E-MAIL BACK THE SIGNED AND DATED APM ACCEPTANCE OF CONTRACT TO APM
Thank You

This agreement is subject to management approval.

The cost of service shall be $100.00 for the initial service, and $100.00 per month for a period of 12 months.

SUBMITTED FOR APM: ACCEPTED:

By: Lisandra Torres, PCT Date: 10/2/2014 By _____ Date: _____

Email: apm@appliedpestmgt.com

This is a business form of Applied Pest Management & Paratex Termite. Do not copy for any reason.

APPLIED PEST MANAGEMENT, INC. CORPORATE OFFICE
P.O. BOX 3317 VALLEJO, CA 94590 (800) 244-1176 FAX (707) 554-0191

PEST CONTROL AGREEMENT

FOR: CITY OF TURLOCK ACCT. #68784

BILLING ADDRESS: 156 S. BROADWAY, STE 270 / TURLOCK, CA 95380
Attn: Betty Gonzalez EMAIL: bgonzalez@turlock.ca.us Phone: 209-668-5599, ext 4406 Fax: 209.668.5695

SERVICE ADDRESS: 901 S WALNUT RD / TURLOCK, CA 95380

I. SERVICE: APM will perform service for the control of:

_X_Ants _X_Earwigs _X_ Mice _X_Roaches _X_ Rats _X_ Spiders

Service Specifications:
ADD HARDING PUMP STATION & NORTHWEST WATER STORAGE TANK TO EXISTING CONTRACT

All treatments, regular and special, will be performed at your convenience so as not to interrupt your normal operations.

II. MATERIALS
A. The materials used shall be in compliance with all applicable Federal, State and Local laws.
B. Rodenticides shall be used with all due precaution to avoid accidents to humans, domestic animals and pets, and shall be acceptable to you.
C. All pest control work shall be performed in a safe manner by state licensed technicians using the most modern and effective pest control methods.

III. YOUR COOPERATION
Your cooperation is important to insure the most effective results from APM's service. Whenever conditions conductive to the breeding and harborage of pests covered by this contract are reported in writing by APM, and are not corrected by you, APM can not assure satisfactory service.

IV. INSURANCE
APM has full insurance coverage and, if desired, will furnish certification.

V. TERMS OF AGREEMENT
This agreement shall be effective for an original period of one year and shall renew itself month to month thereafter unless written notice is given by either party thirty (30) days prior to the anniversary date of this agreement.

This agreement does not include the control of carpenter ants termites, fungi, or wood destroying pests, unless specified above.

If APM fails to comply with the specifications, they shall be given thirty (30) days notice to render satisfactory service. If at the expiration of said thirty (30) days notice, the unsatisfactory conditions have not been corrected you reserve the right to cancel the contract.

This agreement is subject to management approval.

PLEASE MAIL, FAX, OR E-MAIL BACK THE SIGNED AND DATED APM ACCEPTANCE OF CONTRACT TO APM
Thank You

The cost of service shall be $60.00 for the initial service, and $60.00 per month for a period of 12 months.

SUBMITTED FOR APM: ACCEPTED:

By: Lisandra Torres, PCT Date: 10/22/2014 By _____ Date: _____

Email: apm@appliedpestmgt.com
This is a business form of Applied Pest Management & Paratex Termite. Do not copy for any reason.

5J

Council Synopsis

November 18, 2014

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

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 5, 2014

2. DISCUSSION OF ISSUE:

As part of the Annual Christmas Parade, the Parks, Recreation & Public Facilities Department 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:

N/A

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.

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.14-156A

DATE: 12/5/2014
FAIRTIME
INTERIM X

THIS AGREEMENT by and between the 38th District Agricultural Association hereinafter
Called the Association :**City of Turlock Recreation Department**
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 5, 2014**
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**
3. The purposes of occupancy shall be limited to, and shall be for other purposes or purposes whatsoever: **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 Fee Waived. Security guards are required (number to be determined by Fair Management) and must be in place throughout the entire event. At the rate of $ 20.00 per hour can be purchased through the Fairgrounds. 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 Ave
Turlock, CA 95380

By
Title
Signed _____

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

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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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.

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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Council Synopsis

5K

November 18, 2014

From: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Maryn Pitt, Assistant to the City Manager for Housing and Economic Development

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to execute the State of California Standard Agreement for Housing Related Parks Grant Program

2. DISCUSSION OF ISSUE:

In January 2014, the City submitted a grant application to the State Department of Housing and Community Development for the Housing-Related Parks (HRP) Program. The City of Turlock was awarded $443,100 for the development of the Montana Neighborhood Park. This incentive grant program, totaling $25 million in available funding for calendar year 2011 housing start activity, is designed to encourage cities and counties to develop new residential housing by rewarding those that approve housing affordable to lower income households and are in compliance with the State housing element law. The HRP Program is funded through Proposition 1C and awards funds on a per-bedroom basis for each residential unit affordable to very low and low income households with documented housing starts during the program year. Grant funds may be used to construct, rehabilitate or acquire capital assets for parks and recreation projects that benefit the community and add to the quality of life for its residents.

The City of Turlock was eligible for these funds due to the construction of the Avena Bella project that produced 80 units of affordable housing. HRP application was submitted on January 22, 2014. Funds for the development of the Montana Neighborhood Park will be available once the contract is executed and must be spent by June 30, 2016.

3. BASIS FOR RECOMMENDATION:

The HRP program was noncompetitive. The four threshold requirements for grant consideration are as follows: (1) Housing Element compliance by December 31, 2011; (2) submittal of Annual Progress Reports on Housing Element for 2010, 2011 and 2012; (3) documented housing starts for HRP Program purposes evidenced by completed foundation inspections or construction for years 2010-2012; and (4) meeting minimum grant amount of $75,000, including any bonus awards for qualifying housing units. The City of Turlock meets all the threshold requirements.

Funds were awarded on a per-bedroom basis. The base grant award is $500 per-bedroom affordable to low income households and $750 per bedroom affordable to very-low income households.

Based on the number of qualifying units and documented bonus award eligibility, eligible applicants may receive up to $1,100 per bedroom in qualifying low income units, and up to $1,625 per bedroom in qualifying very low income units.

The State of California is requiring an updated resolution to Resolution 2014-006 that was previously adopted by Council.

G. POLICY INITIATIVE –SOCIAL INFRASTRUCTURE - HOUSING RESOURCES:

1) GOALS:

b. Address housing concerns:

i) Older neighborhoods rehabilitation
ii) Homeless issues
iii) Year round homeless shelter and day center
iv) Develop transitional housing
v) Construction of affordable housing and mixed use developments
vi) Develop senior housing
vii) Transit oriented housing
viii) Seek out new grant and funding opportunities

4. FISCAL IMPACT / BUDGET AMENDMENT:

The Council has previously taken action to apply for and accept this grant. The updated resolution is requested by HCD to accompany the signed funding contract. The grant funds can be used once the state has executed the funding agreement and improvements can begin to create a new neighborhood park.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The environmental documentation will be done as part of the implementation of the grant.

7. ALTERNATIVES:

To apply for and receive grant funds, a resolution is required.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
14-HRPP-9193
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR'S NAME
City of Turlock

2. The term of this Agreement is: **Upon HCD Approval through 09/30/2016**
3. The maximum amount of this Agreement is: **$443,100.00**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED: **7 pages**

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at http://www.documents.dgs.ca.gov/ols/GTC-610.doc

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership,etc)

City of Turlock

BY (Authorized Signature) — DATE SIGNED (Do not type)

Roy W Wasden — 10/21/14

PRINTED NAME AND TITLE OF PERSON SIGNING

ROY W. WASDEN, CITY MANAGER

ADDRESS

156 S. Broadway, Suite 250, Turlock, CA 95380

California Department of General Service Use Only

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature) — DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cathy Parr, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave, Sacramento, CA 95833

X **Exempt per:SCM 4.04.A.3 (DGS Memo dated 6/12/81)**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Housing-Related Parks (HRP) Program Grant

1. Authority

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 2, 2013 (NOFA) and Program guidelines dated September 2013 (the "Guidelines") governing the Program.

2. Purpose

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. Scope of Work

Construction of Montana Neighborhood Park.

EXHIBIT A

Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

4. **Grant Amount**

The total amount of this Grant is $ 443,100.00.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.

B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.

C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.

B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at http://www.hcd.ca.gov/hpd/hrpp. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.

C. Failure to expend contract funds in a timely manner may affect future funding.

EXHIBIT B

D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.

E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.

F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.

G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.

H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.

I. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
P.O. Box 952050
Sacramento, California 94252-2050

EXHIBIT D

HRP PROGRAM GENERALTERMS AND CONDITIONS

HRP Program Grant

1. **Report Requirements**

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at http:/www.hcd.ca.gov/hpd/hrpp; and,

B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at http://www.hcd.ca.gov/hpd/hrpp.

2. **State Contract Coordinator**

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Ave, P.O. Box 95250
Sacramento, California 94252-2050
Attention: HRP Program Manager

3. **Audit/Retention and Inspection of Records**

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

EXHIBIT D

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. **Prevailing Wages**

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

EXHIBIT E

HRP PROGRAM SPECIAL TERMS AND CONDITIONS

HRP Program Grant

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

1. No grant funds will be disbursed until the Department has been provided with and approves an acceptable updated resolution authorizing the exact grant award amount encumbered by this Standard Agreement.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO EXECUTE THE STATE OF CALIFORNIA STANDARD AGREEMENT FOR HOUSING RELATED PARKS GRANT PROGRAM	RESOLUTION NO. 2014-

WHEREAS, the State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, by Resolution Number 2014-006, the City of Turlock (Applicant) was authorized to apply for a HRP Program Grant and submitted the 2013 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, the Department of Housing and Community Development (HCD) is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

WHEREAS, the Department (HCD) awarded the City of Turlock a HRP Program Grant in the amount of $ 443,100.

NOW THEREFORE, BE IT RESOLVED THAT, that the City Council of the City of Turlock is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of $443,100., and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

BE IT FURTHER RESOLVED THAT:

1. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in **Exhibit A** of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

2. That City Manager is authorized to execute the HRP Grant Documents as required by the Department for participation in the HRP Program.

The undersigned City Clerk of the City of Turlock does hereby attest and certify that the forgoing is a true and full copy of a resolution of the City of Turlock City Council adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5L

Council Synopsis

November 18, 2014

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $1,200 to account number 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance for New World Systems to refine converted data

2. DISCUSSION OF ISSUE:

On January 28, 2014 the City Council approved an agreement with New World Systems for the purchase of Animal Licensing Software. The software went live in July. Part of this process was the conversion of data from the AS400 based legacy system in to the New World Systems software.

3. BASIS FOR RECOMMENDATION:

The legacy system housed animal licensees name information in one field. The New World Systems software uses separate fields for the first name and the last name. When the data was converted and brought over, the licensee's full name was placed in the last name field in New World. Because of this, when trying to search for information in the New World system, results do not bring in all licensees. Staff relies on this search to bring up information they need for their daily operational duties. The work to be performed by New World Systems will separate the converted name information in to the First and Last Name fields for Animal Licensing.

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:

Fiscal Impact - $1,200

Budget Amendment: Appropriate $1,200 to account 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the funding to have New World Systems refine the converted data.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $1,200 TO ACCOUNT NUMBER 227-40-135.51011 "COMPUTER SOFTWARE" FROM FUND 227 "PUBLIC SAFETY TAX" RESERVE BALANCE FOR NEW WORLD SYSTEMS TO REFINE CONVERTED DATA	**RESOLUTION NO. 2014-**

WHEREAS, on January 28, 2014 the City Council approved an agreement with New World Systems for the purchase of Animal Licensing software; and

WHEREAS, part of the process was the conversion of data from the AS400 based legacy system to the New World Systems software. Data was stored in fields differently between the two systems, now making it difficult to search for licensee information.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $1,200 to account number 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance for New World Systems to refine the converted data.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5M

Council Synopsis

November 18, 2014

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the agreement with New World Systems for licensed standard software and implementation services of a third party applicant interface

Resolution: Appropriating $5,100 to account number 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for a third party interface for electronic applicant tracking

2. DISCUSSION OF ISSUE:

On February 26, 2008 the City Council approved an agreement with GovernmentJobs.com, Inc. (dba NEOGOV) for web-based on-line application services. This enables the City of Turlock to reach a greater applicant pool in a highly competitive job market.

As part of the City of Turlock transition to full implementation of the Human Resources module in the New World Systems software, we had purchased their applicant tracking product. After a review of their product and the NEOGOV services, New World Systems staff has recommended that we continue to use NEOGOV. They have offered us the option to swap out the cost of software we had purchased under the original contract with New World Systems and have chosen not to use for the third party interface we need in order to use NEOGOV with their software.

3. BASIS FOR RECOMMENDATION:

The appropriation of $5,100 is to cover the cost of implementation services and training. There is no charge for the licensed standard software, as we are swapping this out from a Government (GASB) Reporting module we have chosen not to use. The amount we had paid for the New World Systems applicant tracking product will be available to swap out in the future for other software products.

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:

Fiscal Impact - $5,100

Budget Amendment: Appropriate $5,100 to 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for a third party interface for electronic applicant tracking.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the funding for the third party interface.

New World Systems®
The Public Sector Software Company

Document #: 1449-14L7A

October 22, 2014

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Ms. Julie Burke
Senior Accountant
City of Turlock
156 S. Broadway
Turlock, CA 95380

Dear Ms. Burke:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibit AA and Proposal Summary dated 10/22/2014) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION	**CITY OF TURLOCK, CALIFORNIA**
(New World)	**(Customer)**
By: _____	**By:** _____
Larry D. Leinweber, President	**Authorized Signature** **Title**
	By: _____
	Authorized Signature **Title**
Date: _____	**Date:** _____

Each individual signing above 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.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

OK for Agenda

EXHIBIT AA

TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Costs Summary: Licensed Standard Software and Implementation Services

	DESCRIPTION OF COST	COST
A.	LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	$0
B.	IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	2,300
	ONE TIME PROJECT COST:	$2,300
C.	TRAVEL EXPENSES (Estimate)	$2,800

II. Payments for Licensed Standard Software and Implementation Services

	DESCRIPTION OF PAYMENT	COST
A.	ONE TIME PROJECT PAYMENT: 1. Amount due upon the Effective Date (100%)	$2,300
	ONE TIME PROJECT PAYMENT:	$2,300
B.	TRAVEL EXPENSES (Estimate) 1. 1 trip is anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses. All travel costs will be billed weekly for services provided in the previous calendar week.	$2,800

III. Standard Software Maintenance Services

Standard Software Maintenaance Agreement (SSMA) fees to remain unchanged

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

CITY OF TURLOCK, CALIFORNIA

Proposal Summary

October 22, 2014

A. LOGOS.NET STANDARD APPLICATION SOFTWARE[1,2,3]		
ITEM	DESCRIPTION	INVESTMENT

DELETED STANDARD SOFTWARE

FINANCIAL MANAGEMENT

1. **Logos.NET Additional Financial Management Software**
   - Government (GASB) Reporting

ADDED STANDARD SOFTWARE

PAYROLL & HUMAN RESOURCES SUITE

2. **Logos.NET Additional Payroll & HR Modules**
   - Third Party Applicant Interface (supports NEOGOV and AppliTrack)

TOTAL SOFTWARE LICENSE FEE[4,5]	$0

B. IMPLEMENTATION SERVICES[6]		
ITEM	DESCRIPTION	INVESTMENT

IMPLEMENTATION

1. Interface Installation Service Fees:
   - Third Party Applicant Interface

TOTAL IMPLEMENTATION SERVICES	$2,300

TOTAL ONE TIME COSTS	$2,300

C. MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT

STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)

1. Annual SSMA to remain unchanged

D. TRAVEL AND LIVING EXPENSES (estimate)		
ITEM	DESCRIPTION	INVESTMENT

1. **TRAVEL EXPENSES (estimate)**

   1 trip at $2,800/each $2,800

   - Includes airfare, car rental, hotel accommodations, and per diem.

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*

[2] *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*

[3] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[4] *Prices assume that all software proposed is licensed.*

[5] *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

[6] *Travel and expenses are described in Section IIB of Exhibit AA.*

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $5,100 TO ACCOUNT NUMBER 240-00-000-200.51005_002 "COMMUNICATIONS FINANCIAL SOFTWARE" FROM FUND 240 "SMALL EQUIPMENT REPLACEMENT-GENERAL ADMINISTRATION" RESERVE BALANCE FOR A THIRD PARTY INTERFACE FOR ELECTRONIC APPLICANT TRACKING	RESOLUTION NO. 2014-

WHEREAS, on February 26, 2008, the City Council approved an agreement with GovernmentJobs.com, Inc. (dba NEOGOV) for web-based on-line application services, enabling the City of Turlock to reach a greater applicant pool; and

WHEREAS, part of the original contract with New World Systems included the purchase of their applicant tracking product. Upon review, New World Systems recommended we continue to use NEOGOV services and purchase a third party interface that will allow information to flow from NEOGOV in to our New World Systems software.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $5,100 to account number 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment-General Administration" reserve balance for a third party interface for electronic applicant tracking.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, 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 18, 2014

From: Roy Wasden, City Manager

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Appropriation Limit for the City of Turlock for the Fiscal Year 2014/15

2. DISCUSSION OF ISSUE:

Annually, cities throughout California establish their Appropriation Limit under Article XIII.B of the California Constitution. The Appropriation Limit represents the level of city expenditures that can be funded using tax dollars. This calculation has its origin in Proposition 4, commonly known as the Gann Initiative; thus this calculation is sometimes referred to as the Gann Limit.

Proposition 4 was passed by California voters in November 1979 and places limits on the amount of tax revenue which can be spent by governmental entities on an annual basis. Prop 4 became effective in fiscal 1980-81 and used fiscal 1978-79 revenues as the base for its calculations. The calculations were further refined by the passage of Proposition 111 in June 1990. The base year revenues are increased annually by a factor which combines the governmental entity's population growth rate and the increase or decrease in the California per capita personal income. Cities may choose to use their own population growth rate or their county's population growth rate and typically choose whichever is larger.

3. BASIS FOR RECOMMENDATION:

The Appropriation Limit provides for managed growth in the revenue received from the proceeds of taxes. The compliance requirements set forth the base year revenue from tax proceeds and each subsequent year's growth in tax-based revenue is limited by a combination of population growth and cost-of-living growth.

The City of Turlock makes an annual determination of the most advantageous method for setting its annual limit. In the event the City was in the position of receiving increased tax proceeds which would exceed the limits authorized under the above compliance requirements, the City may place itself in the position of being required to pay back any accumulated tax over collections within the next two fiscal years.

The City is currently in no danger of reaching the limit as the 2014-15 Appropriation Limit is $47,294,423 while proceeds from taxes are only $24,061,217 or approximately 51% of the amount allowed (see Exhibit A in the Resolution for details).

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal: (a) Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact to the City's budget as the calculations reflect the budgets the City Council has already adopted and the limit greatly exceeds the appropriations subject to limitation.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES

A. No alternative is provided as the adoption of the Annual Appropriation Limit is required by California law.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF MAKING CERTAIN FINDINGS AND DETERMINATIONS IN COMPLIANCE WITH SECTION XIII.B OF THE CALIFORNIA CONSTITUTION AND SECTION 7910 OF THE CALIFORNIA GOVERNMENT CODE AND SETTING THE APPROPRIATION LIMIT FOR THE CITY OF TURLOCK FOR THE FISCAL YEAR 2014/15	RESOLUTION NO. 2014-

WHEREAS, new cost of living factors and new population factors have been established for determining the City's annual appropriation limit.

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

1. In compliance with Article XIII.B of the Constitution of the State of California and Section 7910 of the California Government Code, establish the City of Turlock's Appropriation Limit for the Fiscal Year 2014/15 to be $47,294,423. The total appropriations subject to limitation are $24,061,217.

2. In the computation of such Limitation, the City selected the population factor of 1.0057 for use in the Fiscal Year 2014/15.

3. The cost-of-living factor used in the computation of the Limitation is the percentage change in California's Per-Capita Personal Income of 0.9977% (a decline of 0.23%) . However, the City of Turlock reserves the right to change this selection at some future time when necessary information becomes available on a regular and legislated basis.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, 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

Appropriations Limit - Fiscal Year 2014-15

		2014-15 Budget		
		Tax Proceeds	Non-Tax Proceeds	Total
REVENUE SOURCES	**Dept**			
Property Tax - Fund 110	30010	$ 4,233,700		$ 4,233,700
Sales & Use Tax - Fund 110	30020	12,300,000		12,300,000
AB172 Public Safety Sales Tax - Fund 116	30030	259,050		259,050
Hotel/Motel Tax - Fund 110	30100-000	701,000		701,000
Hotel/Motel Tax - Fund 120	30100-000	350,600		350,600
Vehicle In Lieu Tax - Fund 110	30010 & 34010	4,861,600		4,861,600
Property Transfer Tax - Fund 110	30010-006	130,000		130,000
Business Licenses - Fund 110	31010	645,150		645,150
Business Licenses - Fund 116	31010	527,850		527,850
Franchise Fees - Fund 110	30090		$ 983,900	983,900
Bicycle Licenses - Fund 202	31050		10,000	10,000
Fines & Penalties - Fund 110	Various		195,900	195,900
Transfers - Fund 110	Various		1,650,284	1,650,284
State Gas Tax - Fund 217	34162		1,040,568	1,040,568
State Gas Tax (Section 2103)- Fund 217	34162_005		744,000	744,000
Local Transportation Funds - Fund 216	34105 & 34106		965,624	965,624
Federal/State Grants - Fund 215	34100 & 34102		3,689,000	3,689,000
Grants - Fund 110 (police)	34028 & 34030		139,000	139,000
Current Service Charge - Fund 110	30090-003		1,434,100	1,434,100
Building Revenue - Fund 405	Various		1,215,000	1,215,000
Planning Revenue	110-40-400		167,300	167,300
Recreation Services Revenue - Fund 110	61-620/630		2,110,552	2,110,552
Neighborhood Services Revenue	110-20-220		86,000	86,000
Other Revenue - Admin Services - Fund 110	Various		716,900	716,900
Other Revenue - Police Services - Fund 110	200 - 210		1,308,100	1,308,100
Other Revenue - Fire Services	110-30-300		481,600	481,600
Other Revenue - Animal Control	110-20-215		104,050	104,050
Other Revenue - Pub Fac/Parks - Fund 110	110-50/60		99,150	99,150
Other Revenue - Fund 116	Various		130,654	130,654
Other Revenue - Fund 217	Various		70,451	70,451
Rent/Sale of Property - Fund 110	Various		37,200	37,200
TOTAL		$ 24,008,950	$ 17,379,333	$ 41,388,283
PERCENT OF TOTAL		58.01%	41.99%	100.00%
Interest Income (allocated pro-rata)		52,267	37,833	90,100
TOTAL REVENUES (including interest)		**$ 24,061,217**	$ 17,417,166	$ 41,478,383

CITY OF TURLOCK

Appropriations Limit - Fiscal Year 2014-15

APPROPRIATIONS SUBJECT TO LIMITATION	
Total Appropriations - FYE 2014-15 (see total above)	$ 41,478,383
Less: Non-Tax Proceeds (from above)	$ (17,417,166)
TOTAL APPROPRIATIONS SUBJECT TO LIMIT (Tax Proceeds)	**$ 24,061,217**

APPROPRIATIONS LIMIT	FYE 2014-15	FYE 2013-14	FYE 2012-13
Prior Year Appropriation Limit - Base	$ 47,134,167	$ 44,428,473	$ 42,470,579
Cost of Living Adjustment (COLA)*	0.9977	1.0512	1.0377
Population Adjustment **	1.0057	1.0092	1.0081
Change Factor (COLA x Population Adj)	1.0034	1.0609	1.0461
FISCAL YEAR APPROPRIATION LIMIT (Prior Year Limit x Change Factor)	**$ 47,294,423**	**$ 47,134,167**	**$ 44,428,473**

Notes:

* Based on percentage change in California per capita income - See letter from Department of Finance

** Based on greater of annual population change for the City of Turlock or Stanislaus County - See letter from CA DOF

50

RECEIVED

OCT 15 2014

City of Turlock
Administrative Services

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail.
Electronic copies (fax or e-mail) will not be accepted.

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: Russell Stanley Avilla

SS#: [redacted] **DOB:** 7-13-55 **Gender:** Male X Female ___

Claimant's address: 5690 Kilroy Rd Hilmar, CA

Claimant's Telephone Number(s): 209 614-1740

Address where notices about claim are to be sent, if different from above: ___

Date of incident/accident: 10-8-14

Date injuries, damages, or losses were discovered: 10-8-14

Location of incident/accident: Crane Park on Yosemite St -

What did entity or employee do to cause this loss, damage, or injury? Inadequate tree trimming. Large dead limb should have been removed.
(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)? ___

What specific injuries, damages, or losses did claimant receive? Appox. 6" diameter limb fell on pickup parked on Yosemite St. Dented hood. (over)
(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 : unknown at this time

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)? Based on previous experience, expect damages to be $1000-1500. Will get appraisal when needed
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 10-8-14 **Signature:** Russell Avilla

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

the limb landed on front of hood, denting one large dent, and several others. City of Turlock employee there, and I showed them the damage. "Martin" called his supervisor and he responded, took pictures of damage and agreed it was obvious what happened. (I have pictures too on my cell phone). Obvious that limb was dead, worm holes, etc. and the weather was not an issue.

7A

Council Synopsis

November 18, 2014

From: Mike Pitcock, Director of Development Services

Prepared by: Debra A. Whitmore, Rose Stillo and Dorinda Soiseth

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Repealing and Replacing Turlock Municipal Code Title 9, Zoning Ordinance, in its entirety

2. DISCUSSION OF ISSUE:

PLANNING COMMISSION MEETING

While not a unanimous vote, commissioners voted 4 – 3 to recommend approval of this amendment to Title 9, (Zoning Ordinance) of the Turlock Municipal Code at the March 6, 2014 Planning Commission meeting. The March 6th meeting was a continuation from the February 6, 2014 meeting in order to further discuss two proposed changes to the Zoning Ordinance.

The first issue was an "amnesty" program under consideration for business owners who were currently using cargo containers to meet storage needs for their business. The amnesty program would allow a six-month period of time for these businesses to come into compliance with the new cargo container ordinance (9-2-125). At the same time, it would allow them some relief from size and location requirements, as well as a reduction in the land use permit fee cost. There were no dissenting views expressed on this issue.

Secondly, there was discussion at the meeting as to whether or not mobile food vendors should be prohibited downtown. There had been extensive discussion at the February Planning Commission meeting on this topic, with Commissioners expressing opposing views on how they believed this type of operation supported or detracted from the City's vision for downtown. During the public hearing, two mobile food vendor business owners expressed their desire to operate downtown. Ultimately, the Commission decided to continue this item to the March 6th meeting in order to allow additional mobile food vendor operators to voice their opinion before voting on the Zoning amendment as a whole.

At the March 6, 2014 Planning Commission meeting, there were no additional comments from mobile food vendor business owners. During the Commissioner's discussion, three out of seven Commissioners expressed that they were not in favor of prohibiting mobile food vendors in the downtown area.

There was no further discussion on the "amnesty" program for existing cargo containers and the previously proposed conditions were included in the final motion approving the Zoning Ordinance amendment.

ZONING ORDINANCE AMENDMENT BACKGROUND

The City has been working on a number of ordinance amendments over the past four years including those pertaining to drive-through facilities, cargo containers, electrified fences, the Downtown zoning regulations update, and others. The comprehensive zoning ordinance amendment will incorporate these changes as well as changes to the code that have been identified by staff over the course of doing business with the public.

OVERVIEW OF PROPOSED AMENDMENTS

Due to the comprehensiveness of the proposed amendments, staff is proposing to repeal the entire Zoning Ordinance and replace it with completely updated chapters. The changes range from simple wording and reference changes to adding entire sections to the City's Zoning Regulations. The summary below focuses on the major additions and amendments to the ordinance by chapter.

Chapter 9-1: General Provisions (and Definitions):
This chapter establishes the zoning regulations and the definitions that are used throughout the Zoning Regulations. These terms are used later and throughout the Zoning Regulations. Changes and additions were made to the definitions section to clarify the meaning of terms. An example of a new term is the new definition for a "cargo container" that has been added because a new section on cargo containers has been added to Chapter 9-2 of the ordinance.

Chapter 9-2: Regulations Applying to All Districts:
This chapter includes regulations that affect how development occurs in all zoning districts as specified. It is also the chapter that identifies special permitting processes and development standards for specific uses. Major changes or additions proposed in this chapter are:

9-2-101 Accessory Structures and Buildings: The proposed changes would significantly change the way the City regulates accessory structures such as gazebos, storage sheds, detached garages, and other buildings that are typically accessory to residential uses. Under current regulations, there are significant requirements for all buildings and structures that make it difficult to locate a storage shed next to a property line, even when that structure cannot be viewed by the neighbor or the public. Under the new language, any structures seven feet

in height or less would be allowed so long as it is not located in a front yard. For buildings or structures greater than seven feet in height, the structures must be architecturally compatible with the primary structure, must maintain specified setbacks and may not occupy more than 1,000 square feet cumulatively. The proposed changes make an exception for arbors, arches, and trellises in the front yard when they are used as an entryway feature, do not exceed an overall height of eight feet and width of seven feet.

9-2-109 Landscaping and Irrigation: This section has been updated to reflect the State's Water Efficient Landscape Ordinance. The landscaping requirement for the Commercial-Office (C-O) zoning district has been reduced from 25% to 15% at the recommendation of the Development Collaborative Advisory Committee. For commercial and industrial zoning districts, the landscaping in the road cross section defined by the General Plan may be counted toward the project's landscaping requirement. However, commercial districts are required to have a minimum of ten feet of landscaping from the back of a public sidewalk.

9-2-114 Permitted Locations of Recreational Vehicles: Vehicles would be allowed to park a little closer to the side property lines when located in the front yard by reducing the side yard setback from 4 feet to 2.5 feet. Recreational vehicles under 7 feet in height would be allowed to park in the side yard setback area when located behind the front yard and when screened by a solid fence.

9-2-117 Salvage and Wrecking: Eliminates the requirement for an 8-foot masonry fence when the business is surrounded by industrial (I) zoned properties.

9-2-125 Mobile Food Facilities: Mobile food facilities are currently allowed in all commercial and industrial zoning districts, except the Commercial Office (C-O) zoning district. The proposed amendments would add this prohibition to three Downtown zoning overlay districts: Downtown Core (DC), Downtown Core Transition (DCT) and the Office Residential (OR) zoning districts.

9-2-126 Cargo Containers (New section): Adds a new section establishing a discretionary permitting process for cargo containers. Also establishes the conditions under which a permit is not required. The proposed revisions specify the type of permit required, and the standards that would apply for the various zoning districts in the City. The proposal establishes limits on the number and size of cargo containers that could be placed on private property and would establish design guidelines for the containers that may be permitted. Residential owners would be allowed to keep a cargo container in their driveway for 3 months or less without a permit; however, the container must be located on paved driveway, may not encroach into the public right-of-way (like a sidewalk) and may not block the opening of the garage door.

9-2-127 Electrified Fences(New section): Electrified fences are to be allowed in the Industrial (I) and Industrial Business Park (I-BP) zoning districts so long as they are located at least 50 feet away from residential and other sensitive land uses, or land zoned for such uses (including most commercial zoning districts), and meet specific construction and safety standards. The owner would also be required to hold the City harmless for all liability associated with installing the fence.

9-2-128 Drive-Through Facilities (New section): Restrictions on the location of drive through facilities and specific site and sign standards.

Article 2: Off-Street Parking and Loading Regulations: The proposals include adding regulations regarding driveway standards for circular and "ribbon" driveways. Parking space and drive aisle specifications have been moved to the City's "Standard Specifications and Drawings." Bicycle parking requirements have been revised to coordinate with the California Building Code. Alternative methods (to the TMC) for determining the number of required parking spaces is now included as are additional parking lot design standards.

Article 3: Noise Standards: No major amendments have been proposed; however, some minor changes have been made to correct references to other sections of the Turlock Municipal Code.

Article 4: Nonconforming Structures and Uses: Proposed amendments would reduce the permitting requirements for smaller expansions of nonconforming uses and structures from a conditional use permit to a minor discretionary permit.

Article 5: Signs: No major amendments are proposed at the current time; however, some minor changes have been made to correct references to other sections in the Turlock Municipal Code.

Article 6: Wireless Communications: Minor changes in references and rewording of Section 9-2-604(c) to clarify its intent.

Chapter 9-3: Base District Regulations:
This chapter establishes the uses and development standards for the various base zoning districts in the City. Changes are proposed in the permitting requirements for various uses and the property development regulations for all districts. Agricultural uses have been further defined particularly how they are regulated in residential districts. Community gardens are allowed with a conditional use permit; however, crop production for one's own use is permitted. Major changes in the use classifications for the Commercial Thoroughfare (C-T) and Public/Semi-public zoning districts are proposed. Designed standards have been added for manufactured housing in residential districts.

Chapter 9-4: (Downtown) Overlay District Regulations:
This chapter establishes the overlay districts in Turlock's Downtown planning area. The proposed amendments are not intended to change the overall goals and objectives of the current Downtown Plan and Zoning Regulations. Lot dimensions have been added to ensure that new lots are created in the same pattern as the existing Downtown. Uses classifications have been added. These classifications were established in coordination with the Turlock Downtown Property Owners Association, although the Association did not necessarily agree with all of the designations recommended by staff. In particular, the Association is continuing discussions with the Police Department to identify an expedited permitting process for entertainment uses in the Downtown area. Setbacks have been reduced slightly in some zones to create more consistency among the zoning districts with the exception of single family homes that will maintain 15 foot front and corner side yards. Height limits for the Office Residential and Industrial Residential zoning districts have been increased to 40 feet and 50 feet, respectively. Landscaping requirements have been somewhat reduced. A related change in Section 9-2-125(d) would prohibit the establishment of mobile food facilities in the Downtown Core, Downtown Core Transition and Office Residential overlay districts.

Chapter 9-5: Administration:
This chapter defines the permitting procedures and findings for various entitlement processes. This chapter also establishes the enforcement procedures for the Zoning Regulations. Minor changes in the various permitting procedure and time frames are proposed. For outdoor dining establishments, a requirement to maintain insurance coverage throughout the operation of the outdoor dining use has been added. For outdoor dining establishments that serve alcohol, the barrier height has been reduced from 4' to 3'.

3. BASIS FOR RECOMMENDATION:

A. To bring Title 9 (Zoning Ordinance) into consistency with the 2012 City of Turlock General Plan

B. On March 6, 2014, the Planning Commission, by a 4 – 3 majority vote, recommended approval of the proposed changes to Title 9 of the Turlock Municipal Code

Strategic Plan Initiative: INTELLIGENT, PLANNED, MANAGED GROWTH

Goal: a. Ensure all growth adds value to the current and future community
e. Create long-term, value-added plan for In-fill

f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The cost of preparing this Amendment to Title 9 of the Turlock Municipal Code utilizes General Fund monies.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

EXEMPT pursuant to CEQA Guidelines Sections 15061(b)(3) and 15183

7. ALTERNATIVES:

A. The Council may deny the proposed repeal and replacement of Title 9 (Zoning Ordinance) in the Turlock Municipal Code

B. The Council may amend the proposed changes to Title 9.

Due to the postponement of Public Hearing Item 7A to January 13, 2015, supporting documents have not been included in this printing because of their voluminous nature.

If you wish to view the supporting documents, you may do so by contacting the City Clerk's Office.

A **COMPLETE** copy of this item will be provided with the January 13, 2015 City Council agenda packet.

7B

Council Synopsis

November 18, 2014

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: Establishing a Trench Restoration Fund and Trench Restoration Fees in accordance with Turlock Municipal Code Title 7, Chapter 4, Article 2

Ordinance: Amending Turlock Municipal Code Title 7, Chapter 4, by adding Article 2 regarding Excavations

2. DISCUSSION OF ISSUE:

On occasion public utility companies, developers or other applicants may have the need to add, repair, maintain, or tie-in to utility facilities within the City's right-of-way, which requires trench cuts and excavation into the street or sidewalk. Unfortunately, engineering studies have shown that trench cuts into paved streets, curbs, gutters, and sidewalks will reduce the structural integrity and useable life of these public facilities, as well as increases the costs associated with facility repair.

The City seeks to establish a remedy for repairing portions of paved streets that have experienced depressions, cracking, or failures due to trenching, as well as portions of curb, gutter, sidewalk, or other public right-of-way sections, either through the payment of fees or the execution of a warranty agreement that would ensure the utility owner or applicant would properly repair such areas when notified by the City Engineer. These fees, placed into a newly created Trench Restoration Fund, are proposed that reflects the estimated, true costs necessary for cost recovery based on estimated concrete replacement costs for sidewalk portions, as well as pavement studies in other jurisdictions by subject matter experts that are reflective of the functional classification and Pavement Condition Index (PCI) of the subject street for street portions..

The City further seeks to eliminate trenching on newly paved streets for a period of three years through the establishment of a street trenching moratorium, thereby encouraging utility owners to properly plan and coordinate with the City for the installation of public utility facilities during the construction phase of a

capital project or wait until the moratorium for that section of street has elapsed. While there are some stated exceptions to the moratorium a majority of utility related trenching would be prohibited for three years. Failure to adhere to the moratorium would result in a fine equal to three times the cost of the fees required for the work, in addition to the payment of those fees.

On April 3, 2014, the draft ordinance was presented to the Development Collaborative Advisory Committee (DCAC) as an informational item only. DCAC members expressed their general support for the ordinance, while at the same time expressing concerns over potential impacts to future development. Members also expressed their desire for the City to specifically notify property owners adjacent to roadway reconstruction or paving projects so that owners have the opportunity to make the necessary utility connections before or during demolition, thereby eliminating some required fees. Staff agreed to the notification suggestion and assured members that reasonable accommodation would be made to new development as well.

On June 12, 2014, Staff provided a draft copy of the ordinance to all regional utility companies, to include the City's Municipal Services Department, as well as the Building Industry Association (BIA) of the Greater Valley, and requested feedback by July 11, 2014. These members were also informed of the opportunity to speak at the public hearing associated with this ordinance.

On June 19, 2014, the draft ordinance was presented to the DCAC again, who voted 6-0 to recommend approval of the ordinance to the City Council. DCAC members were also provided a draft copy of the resolution establishing fees required under this ordinance.

Based on feedback received from several regional agencies Staff revised portions of the ordinance to address those concerns, which included additional notification responsibilities on behalf of the City and a modification of the proposed fees. On August 8, 2014, after approval of the City Attorney, all stakeholders were provided with a revised, final draft version of the ordinance.

Staff believes that this ordinance, along with existing City programs and policies, will help preserve the quality and condition of City sidewalks and roadways, while at the same time not be unduly restrictive to economic development activities for properties adjacent to a new or newly paved roadway.

3. BASIS FOR RECOMMENDATION:

A. The ordinance will encourage cooperation between the City and utility companies for planned excavations or foreseeable utility work.

B. The fees shall provide a revenue source for fixing failed trenches where currently no such revenue source exists.

C. The moratorium represents a commitment to the community to preserve the valuable infrastructure paid for with tax dollars.

D. The ordinance was recommended for approval by the DCAC.

Strategic Plan Initiative: B) 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 the Stanislaus County Fair, California State University, Stanislaus, and the Turlock Unified School District

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

v) Impact on current transportation system

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

Goal(s): a. Community Infrastructure

iii) Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees

v) Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Whether an applicant or utility owner decides to pay Trench Restoration Fees or execute a performance warranty agreement the net impact to the City will be in an increase in revenue or a decrease in expenses, respectively. The net result is a reduced financial liability for pavement repair, indirectly decreasing the need for financial assistance from the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve the ordinance and the associated resolution. Staff does not recommend this approach because the ordinance is an effective, proven way of addressing the critical need of maintaining infrastructure, while the resolution establishes fees based on cost recovery for the purpose of making the necessary repairs.

B. Approve the ordinance and not the associated resolution. Staff does not recommend this approach because the resolution has been developed to identify the fees necessary to provide for the specified repairs on a cost recovery basis, as determined by the City Engineer.

C. Approve the ordinance with modifications or changes. Staff does not recommend this approach because the proposed ordinance is the result of many months of collaboration between multiple stakeholders for the purpose of addressing a variety of concerns and needs.

Due to the postponement of Public Hearing Item 7B to January 27, 2015, supporting documents have not been included in this printing because of their voluminous nature.

If you wish to view the supporting documents, you may do so by contacting the City Clerk's Office.

A **COMPLETE** copy of this item will be provided with the January 27, 2015 City Council agenda packet.

7C

Council Synopsis

November 18, 2014

From: Mike Pitcock, Director of Development Services

Prepared by: Katie Quintero, Associate Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Adopting a Mitigated Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act (CEQA)

Resolution: Amending the Land Use Diagram of the Turlock General Plan [GPA 2014-01 (East Tuolumne Master Plan Amendment)]

Introduce the Ordinance:

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2014-01 (East Tuolumne Master Plan Amendment)]

To be considered at the next meeting:

Resolution: Establishing Conditions of Approval for Rezone 2014-01 (East Tuolumne Master Plan Amendment)

2. DISCUSSION OF ISSUE:

HISTORY

In 2005, the City Council adopted the East Tuolumne Master Plan and approved the pre-zoning and annexation of the approximately 100 acres in the plan area. The ETMP designated all of the properties in the Master Plan area as Very Low Density Residential allowing for single-family development with a density range of .2 to 3 units to the acre and a minimum lot size of 14,500 square feet except along East Tuolumne Road where lots may be reduced to approximately 10,000 square feet.

In 2006, two subdivision maps were approved for two of the parcels in the Master Plan area approving approximately 123 single family lots. Development of these lots has not occurred but, due to legislative subdivision map time extensions both maps are still active and could be developed today.

PROJECT SUMMARY

The applicant is requesting an amendment to the East Tuolumne Master Plan, a change in General Plan designation and rezoning of two of the parcels in the Master Plan area to Low Density Residential. This will allow the properties to develop at a density of 3-4 units per acre instead of the maximum density of three units to the acre and to allow for a minimum lot size of 7,000 square feet instead of 14,500 square feet. This will add approximately 67 lots on the two parcels. The other parcels in the Master Plan area are not being re-designated and will still be zoned Residential Estate. Further explanation of changes in the Master Plan can be found in the October 16th Planning Commission staff report, Exhibit #2, attached to this synopsis. The original Master Plan document is provided as Exhibit #1 attached to this Synopsis. The proposed Amended Master Plan is Attachment #2 to Exhibit #3 attached to this Synopsis.

PLANNING COMMISSION MEETING

This item was originally heard at the October 16, 2014 Planning Commission meeting. At this meeting members of the public and the Planning Commission expressed concerns regarding the proposed project and decided to continue the item to allow the applicant time to address the concerns.

One major concern was the change in orientation of the houses along Waring Road. In the original Master Plan the houses fronted onto Waring Road. In the updated Master Plan the homes will not front onto Waring Road and a masonry wall will be constructed. The wall will be in a 15 foot wide landscaped area that will be part of the assessment district, maintained by City staff. Members of the public and the Planning Commission were concerned about how the wall would look along Waring Road.

The General Plan calls for an agriculture-urban buffer when development is near agricultural property. As part of the agricultural buffer the General Plan states, "Do not front housing onto agricultural properties". Because of this policy the lots along Waring Road can no longer front onto Waring Road. To address the concerns about the appearance of the wall the applicants provided a color rendition of the wall and added split rail fencing in the landscape area to create a transition from this area to the nearby agricultural properties and the nearby residential properties. The color rendition is Attachment A attached to Exhibit #3 of this synopsis.

The design of the wall and the addition of the spilt rail fencing alleviated the Planning Commission and the neighbor's concerns about the wall. The Planning Commission expressed at the November 6th meeting that the design of the wall made the development compatible with nearby development.

A property owner to the north of the Master Plan area presented concern with the development being adjacent to their property. In response to this concern the developer agreed to add a seven foot tall masonry wall along the northern edge of the Master Plan area to provide a buffer between the properties.

At the October 16th Planning Commission meeting the Planning Commission told the applicant they did not like the conceptual layout of the lots in the Master Plan because of the long straight streets. In response to this concern the applicant amended the conceptual layouts. At the November 6th meeting the Planning Commission felt the revised conceptual layout was an improvement to the design of the Master Plan area.

Staff explained that the layouts were conceptual and that subdivision maps would be reviewed and approved by the Planning Commission to determine final lot layouts. The applicants explained they planned to come in once the Master Plan was approved with subdivision maps with the same layout as the conceptual design.

Further discussion of the concerns raised at the October 16th Planning Commission meeting and how the applicant addressed the concerns as well as how General Plan policy supports the proposed amendment, can be found in the November 6, 2014 Planning Commission staff report, Exhibit #3, attached to this synopsis.

The Planning Commission voted to recommend the City Council approve the East Tuolumne Master Amendment with a six yes and one no vote.

CONCLUSION

The General Plan updated in 2012 identified updating and evaluating the East Tuolumne Master Plan as a priority. The City of Turlock Strategic Plan also identified adopting an update to the East Tuolumne Master Plan with higher densities as a City Council and Staff action item to improve the feasibility of implementing the Plan.

The General Plan also calls for developing at higher densities than done in the past to preserve farmland. The proposed amendment seeks to balance the General Plan policies which identify this area as a buffer and transition area to the agricultural properties and Denair to the East, while also satisfying General Plan polices which promote increasing development densities to use land more efficiently to preserve agricultural land and meet our housing needs.

The proposed amendment increases densities and reduces lot sizes while still maintaining larger lot sizes and lower densities than found in typical low density residential areas to help create a transition to the rural edge. The Planning Commission recommended the City Council approve the East Tuolumne Master Plan Amendment.

3. BASIS FOR RECOMMENDATION:

A. The proposed project helps achieve one of the General Plan goals of evaluating and updating the East Tuolumne Master Plan and the goal of developing at higher densities than in the past.

B. On October 16, 2014, the Planning Commission recommended with a 6-1 vote that the City Council approve the East Tuolumne Master Plan Amendment.

Strategic Plan Initiative: INTELLIGENT, PLANNED, MANAGED GROWTH:

GOAL: c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

Strategic Plan Initiative:–INTELLIGENT, PLANNED, MANAGED GROWTH:

ACTIONS: Council
b. Adoption of an update to the E. Tuolumne Master Plan.

Strategic Plan Initiative:–INTELLIGENT, PLANNED, MANAGED GROWTH:

ACTIONS: Staff
b. Prepare an update to the E. Tuolumne Master Plan to promote higher density development and improve the feasibility of implementing the Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Neutral

The cost of reviewing this request was paid for by the applicant. Further, the property will pay into the CFF to mitigate the project's impacts on public facilities.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Mitigated Negative Declaration: The environmental impacts associated with General Plan Amendment 2014-01, Rezone 2014-01 (GPA 2014-01, Rezone 2014-01) [East Tuolumne Master Plan Amendment] have been reviewed by the City pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study and the Addendum to the Mitigated Negative

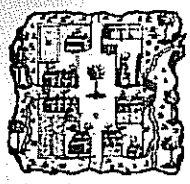
Declaration prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. Pursuant to Public Resources Code 21080(c)(2) and 21157.5 of CEQA, the proposed project was analyzed to establish its potential impacts beyond those described in the General Plan Environmental Impact Report. Feasible mitigation measures have been added to the project, in accordance with Public Resources Code 21080(c)(2) and 21157.5 of CEQA, to mitigate identified environmental impacts to a level of insignificance.

On September 15, 2014, a Mitigated Negative Declaration was prepared and posted with the Stanislaus County Clerk, stating that the proposed development would not have a significant effect upon the environment because mitigation measures identified in the General Plan EIR, initial study, and mitigation monitoring program have been added to the project.

7. ALTERNATIVES:

A. The Council may deny the project.

B. The Council may amend the conditions of approval.



East Tuolumne master plan

City of Turlock, Ca

ADOPTED

DECEMBER 13, 2005

WILLIAM HEZMALHALCH
ARCHITECTS INC

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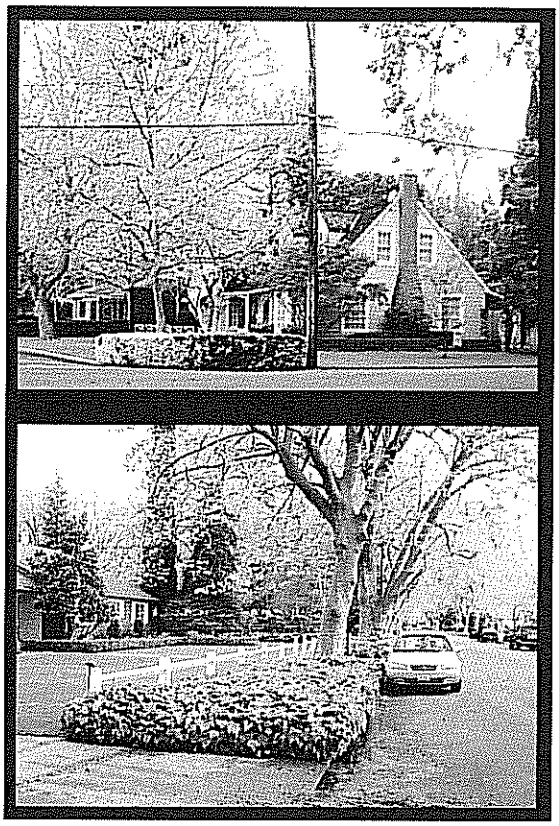
1.1 Purpose

The City of Turlock is committed to community planning to create an attractive and pleasant living environment and enhance the quality of life for current and future residents. This is evident in the City's General Plan, which not only addresses basic land use, circulation and housing needs in accordance with state law, but also dedicates an entire Element to City Design. The East Tuolumne Master Plan's purpose is to implement the General Plan's goals and policies while further refining a vision for the Master Plan area, thus ensuring cohesive and attractive residential development.

The East Tuolumne Master Plan area is located at the easterly edge of the City limits. The City of Turlock General Plan identifies this area for future residential development and also recognizes this area as the City's urban-agricultural edge. By designating this area for very low-density residential uses, the City seeks to create a smooth transition from the more dense residential development in the west and south to the rural development within the County in the east and north. The overall goal of the Master Plan is to establish a clear separation between Turlock and Denair and ensure that both remain distinct and independent communities.

The Master Plan intends to create neighborhoods with a rural character and strong sense of community. Rural areas are characterized by large estate homes, a variety of lot widths, traditional architectural styles, large setbacks, and open fencing. The Master Plan establishes design guidelines and development standards that not only ensure a consistent rural character throughout the Master Plan area but also ensure effective integration with existing neighborhoods. The Master Plan provides a framework for developers to follow when preparing development proposals. Further, it establishes criteria for City staff and policy makers to use when evaluating the consistency and appropriateness of development proposals. The Master Plan does not seek to restrict development but rather seeks to enhance the quality and character of future residential development for this portion of Turlock.



1.2 Planning Area

The City of Turlock is located in the southern portion of Stanislaus County along Highway 99. The 101.3 acre East Tuolumne Master Plan area is located just outside the eastern City limit, between North Quincy Road and North Waring Road. East Tuolumne Road runs through the planning area in an east-west direction dividing the planning area into two distinct sections. See ***Figure 1-1*** on the following page, which shows the location of the Master Plan area.

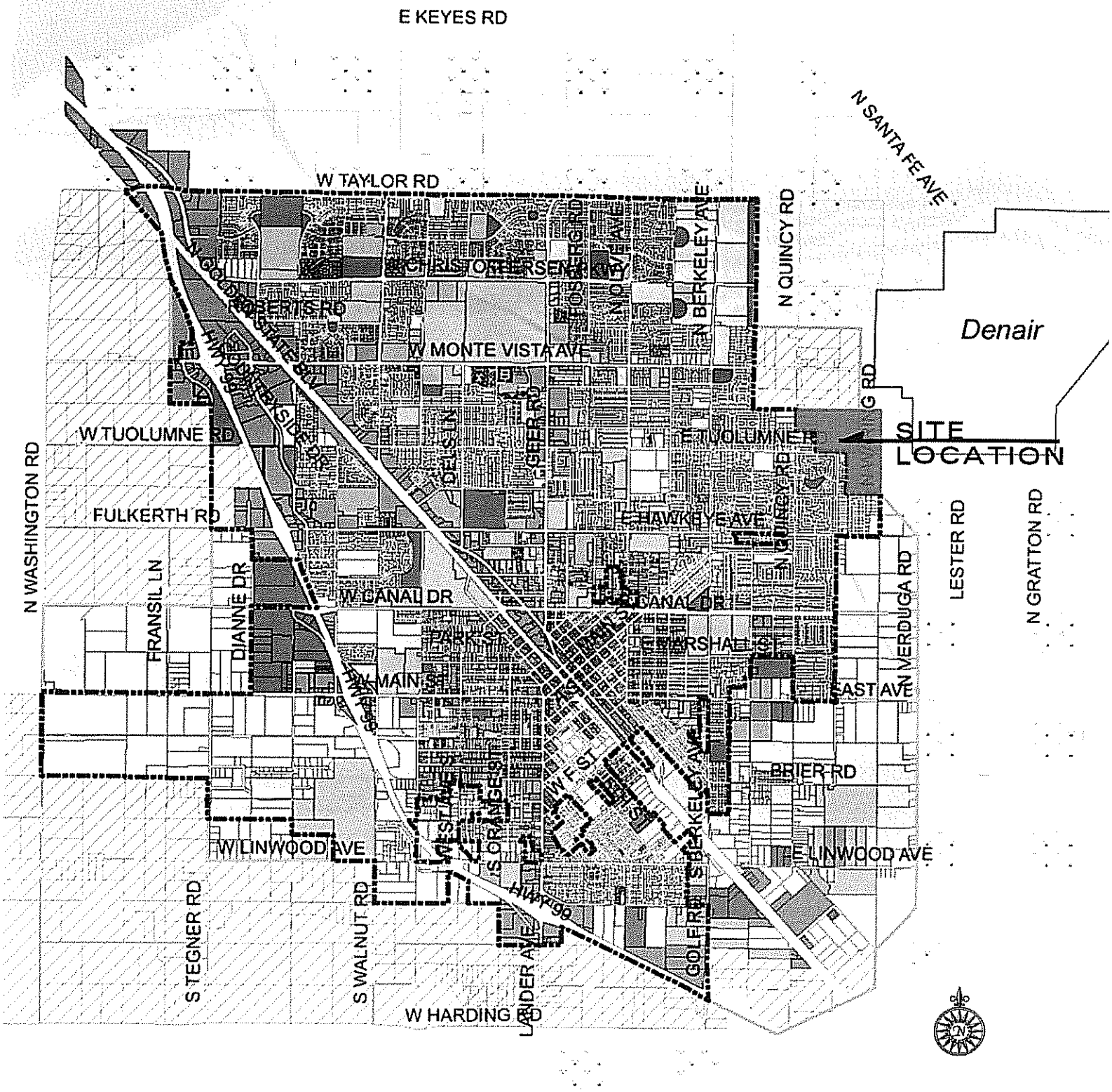


Figure 1-1
Master Plan Location Map

1.3 Master Plan Ownership

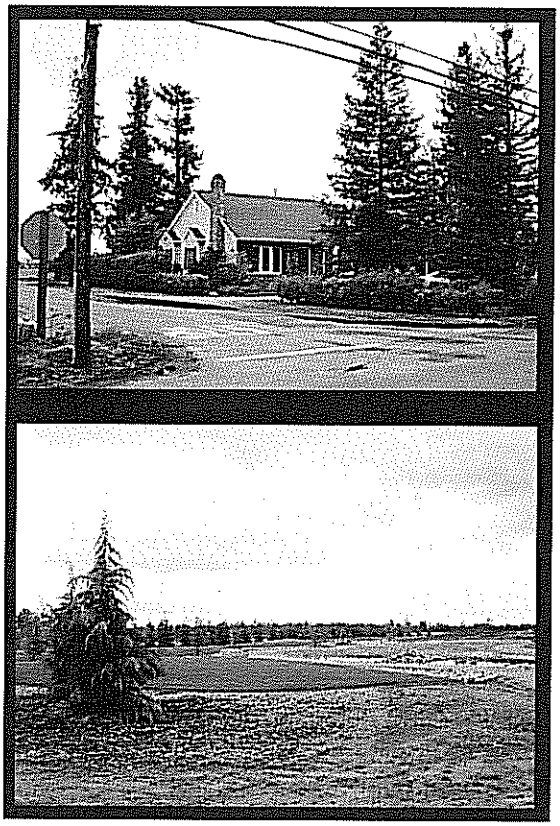
The Master Plan area consists of eight parcels, each individually owned. Two parcels located south of East Tuolumne Road total approximately 32 acres. The remaining six parcels to the north include one 19.7 acre parcel, one 40.6 acre parcel and four smaller parcels ranging from approximately 1-3 acres in size. See ***Figure 1-2*** on the following page, which shows the various Master Plan properties and their corresponding ownerships.

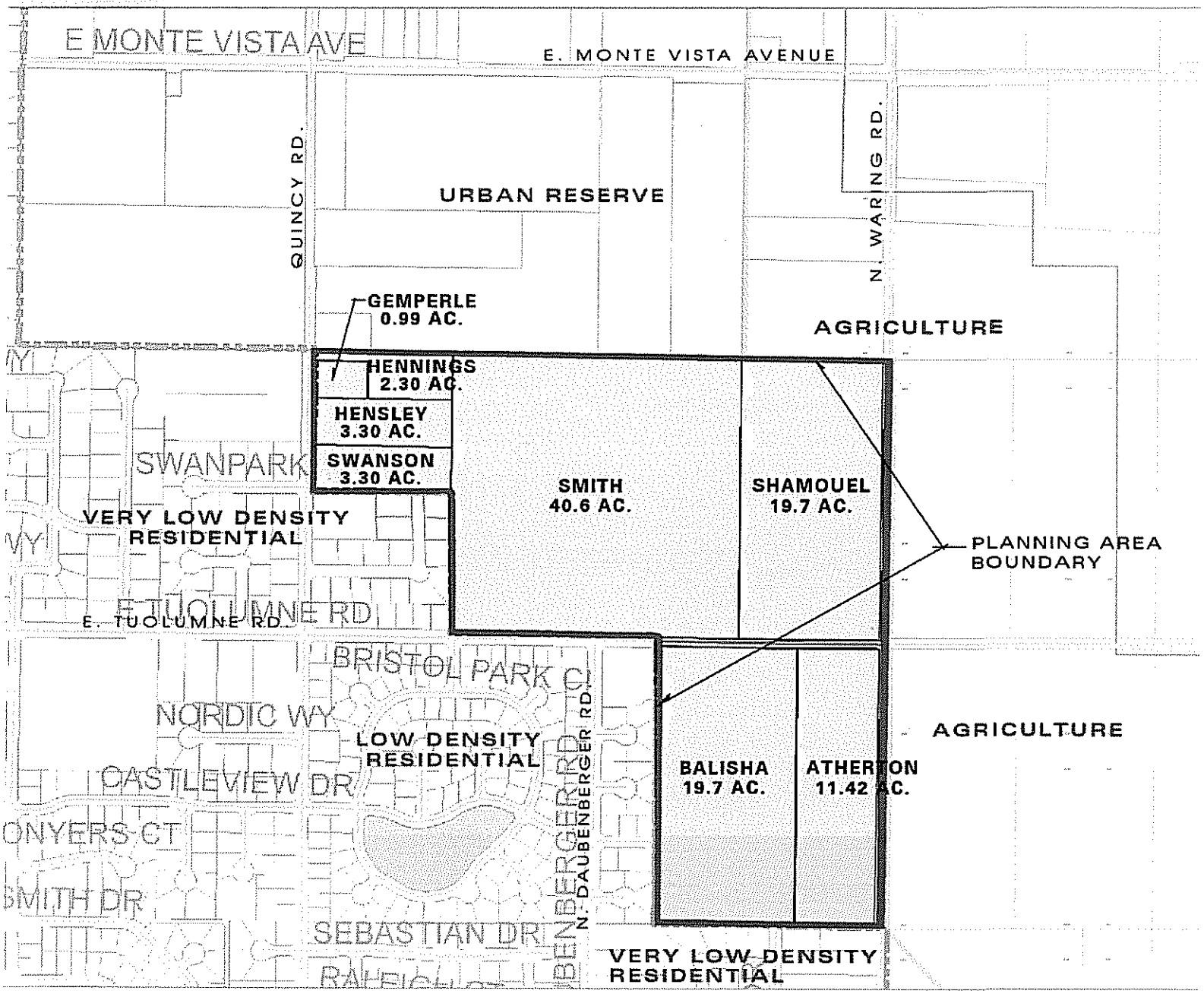
1.4 Existing Conditions

The Master Plan area consists of relatively flat terrain and is utilized primarily for agricultural uses. A limited number of estate homes have been constructed in the planning area along North Quincy Road and East Tuolumne Road. The southerly portion of the site includes mostly vineyards while the northerly portion of the site predominantly consist of orchards. A small woodland area is located at the Northeast corner of the East Tuolumne Road and North Waring Road intersection.

The planning area is surrounded by low to very low-density residential development and agricultural lands. Existing low-density residential neighborhoods to the south and southeast consist of 5000 SF minimum lot subdivisions. Homes in these neighborhoods generally include production homes and custom homes of various height, mass and architectural style. As residential development continues toward the northerly and easterly city limits, residential subdivisions give way to larger custom estate lots on minimum 14,500 SF lots. Agricultural uses to the north include orchards and fallow fields. These lands are located outside the City limit but are within the City's Sphere of Influence. The City of Turlock's General Plan has designated this area as "Urban Reserve".

Agricultural uses to the east include vineyards and orchards, which are located outside both the City's corporate limit and Sphere of Influence. ***Figure 1-3*** demonstrates the existing land uses and physical features within the Master Plan area and ***Figure 1-4*** includes images of existing land uses within and surrounding the site. Both exhibits are shown on the following pages.



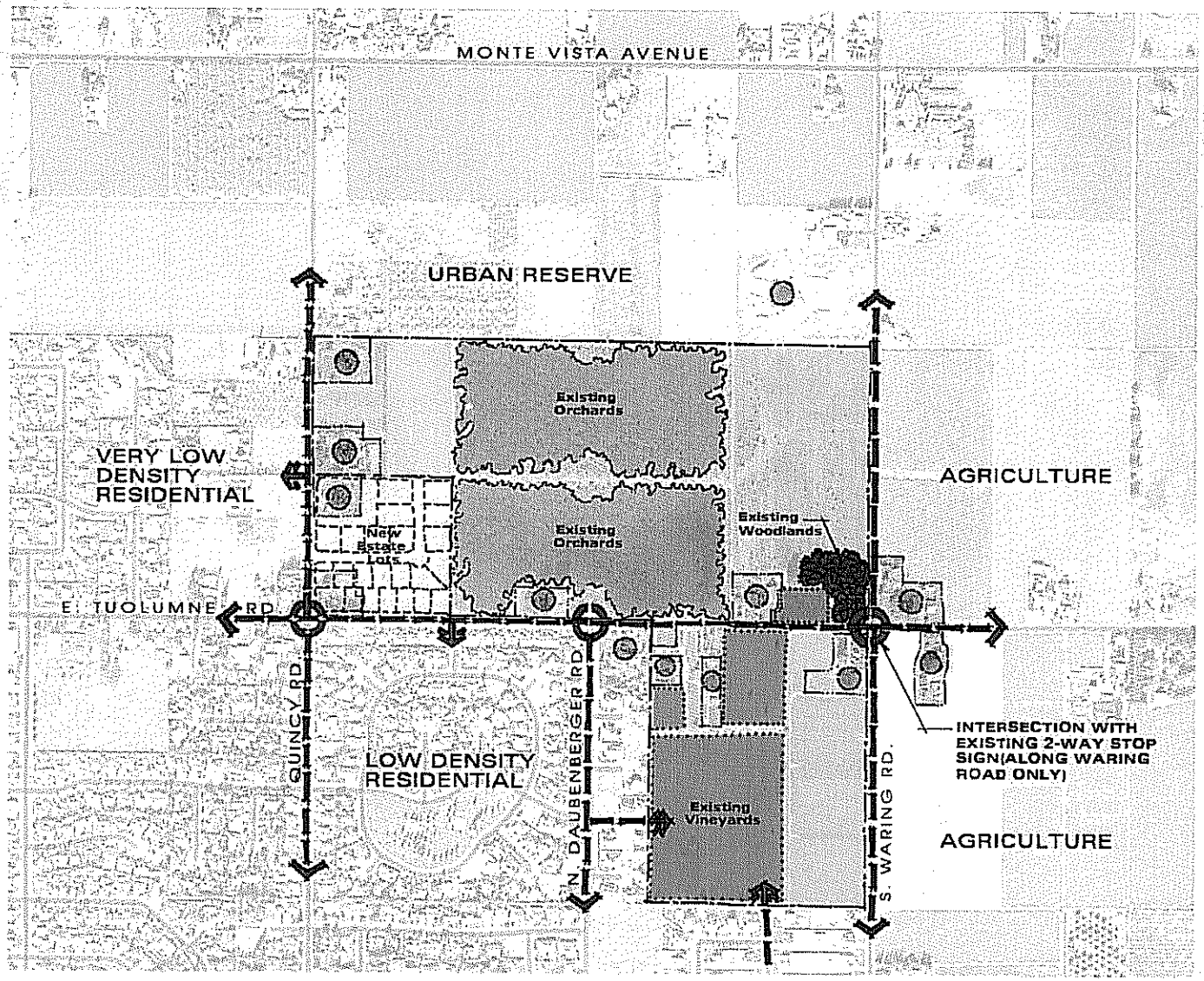


LAND USE CATEGORY:

VERY LOW DENSITY RESIDENTIAL

101.31 TOTAL ACRES

Figure 1-2
Master Plan Properties

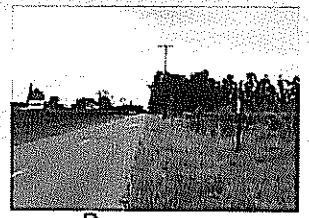


LEGEND

- PLANNING AREA (BOUNDARY)
- EXISTING ORCHARDS
- EXISTING WOODLAND
- EXISTING VINEYARDS
- EXISTING INTERSECTION
- ADJACENT NEW DEVELOPMENT
- EXISTING ESTATE HOME
- EXISTING ROADS

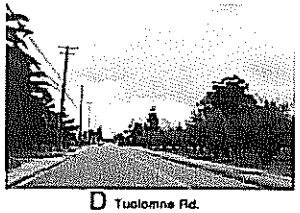
Figure 1-3
Existing Land Uses

A



B Waring Rd.

C Waring Rd./ Tuolomne Rd.



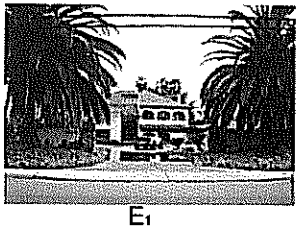
D Tuolomne Rd.

M Existing Low Density Residential on Waring Rd.

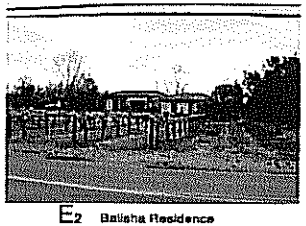
L

K Existing Residence along Quincy Rd.

J Existing Residence along Quincy Rd.



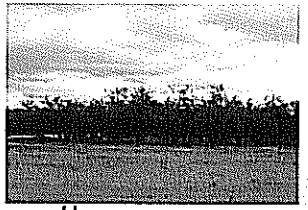
E1



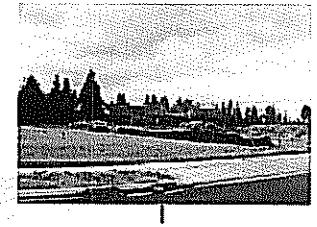
E2 Batisha Residence

F Castleview Dr.

G Existing Residence



H Existing Grove



I

Figure 1-4
Existing Imagery

Turlock

WILLIAM HEZMALHALCH ARCHITECTS INC

East Tuolumne master plan

City of Turlock, Ca

2.1 Introduction

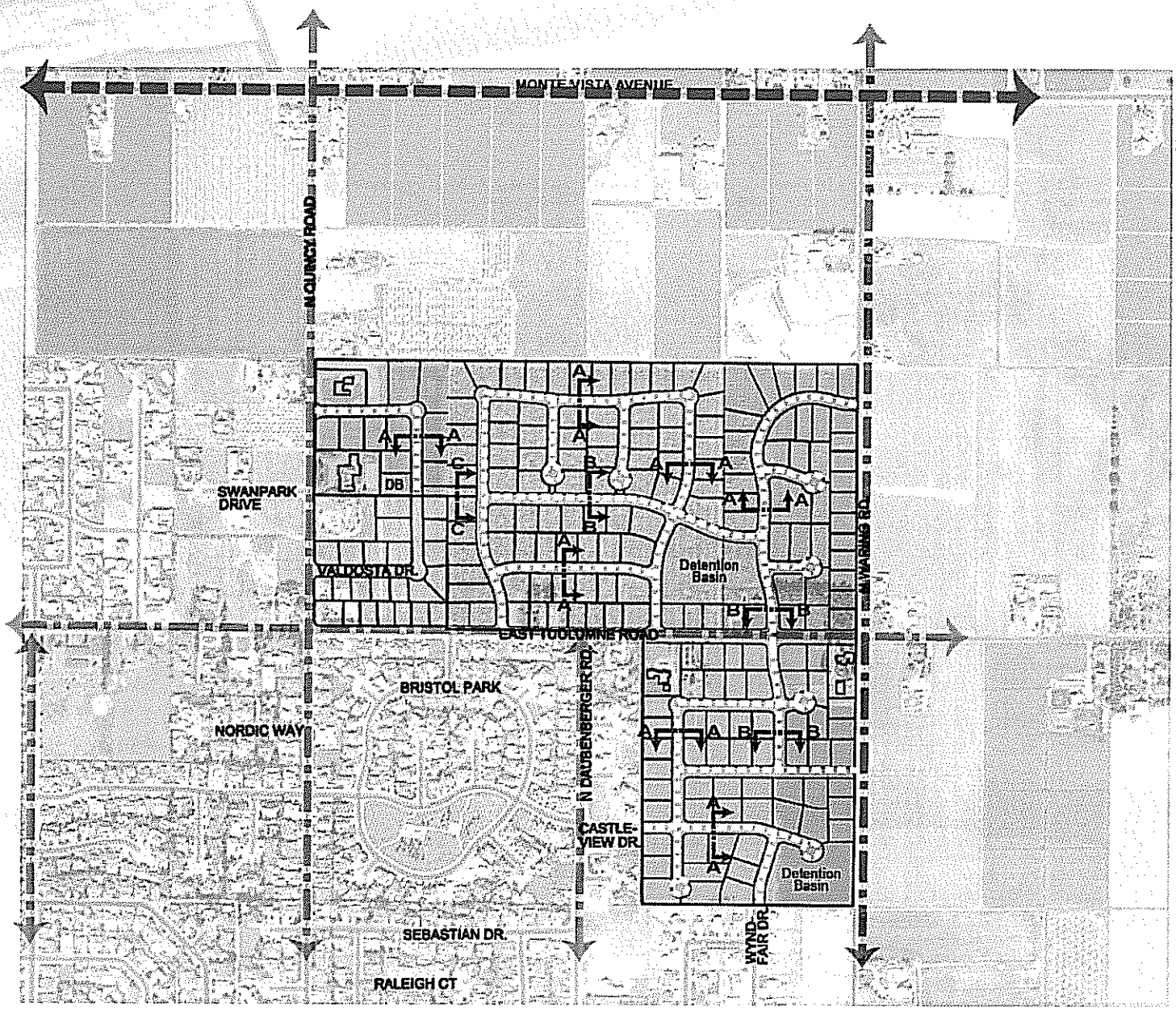
The planning area is currently served by three major roadways: East Tuolumne Road divides the Master Plan area in an east-west direction, North Waring Road serves as the project's easterly boundary, and North Quincy Road serves as the project's westerly boundary. A small residential subdivision adjacent to the northwest corner of the planning area has been recently approved and will provide a stub street connecting to the four smallest parcels.

The Master Plan proposes minor changes to the existing circulation pattern. These changes will primarily consist of frontage and intersection improvements as described in later sections of this chapter. New local roadways and intersections will be required to serve future residential development. See ***Figure 2-1*** on the following page, which demonstrates the existing and proposed circulation pattern within and surrounding the Master Plan area.

EAST TUOLUMNE ROAD

NORTH WARING ROAD

NORTH QUINCY ROAD



GENERAL PLAN
VEHICULAR CIRCULATION

- Existing Arterial
- Existing 2-Lane Collector
  Includes Class II Bike Lanes (70' R.O.W.)
- Potential Future Local Road Alignment

Figure 2-1
Conceptual
Circulation Plan

2.2 Roadway Character and Circulation Design Guidelines

The Master Plan circulation network aims to provide an interconnected system of roadways and trails, unifying the various parcels into one neighborhood while allowing efficient movement of vehicles, pedestrians and bicyclists through the planning area. The following design guidelines are intended to provide a safe, efficient, and interconnected circulation system for the Master Plan area:

a. Streets should be curvilinear to enhance the streetscene, encourage reduced traffic speeds, and create a more rural atmosphere.
b. The circulation network should be designed to provide multiple vehicular and pedestrian connections between the various properties within the Master Plan area to establish the entire area as one unified neighborhood and encourage pedestrian or bicycle use as an alternative to vehicular use.
c. Cul-de-sacs should be minimized whenever possible. When cul-de-sacs are used, pedestrian and/or visual access to open space features such as multi-use trails, bicycle lanes, retention areas, pocket parks and other open space features are encouraged.
d. All public streets shall be improved along the Master Plan area's frontage and dedicated to the City of Turlock.
e. The City of Turlock shall be responsible for the repair and maintenance of all public streets within the planning area.
f. All collector streets (70' right-of-way) within the Master Plan area shall be improved to include Class II bicycle lanes.
g. A multi-use recreational trail shall be provided through the Master Plan area to connect Class II bicycle lanes along North Waring Road and North Quincy Road.
h. Driveway locations should be limited to the greatest extent possible along the multi-use trail to reduce potential conflicts between bicyclists and motor vehicles.
i. Sidewalks shall be provided on both sides of all local public streets within the planning area with the exception of North Waring Road. An eight-foot multi-use trail may be provided as an alternative to sidewalk.
j. Landscaping within public right-of-ways shall be consistent with the landscape design guidelines provided in Chapter 3 of this Master Plan.
k. A Landscape and Lighting District (LLD) shall be established to maintain not only standard public improvements, but also entry monumentation, special paving, decorative lighting and other non-standard design elements.
l. Pavement sections for public streets shall be in accordance with minimum City standards and the requirements of the engineer.

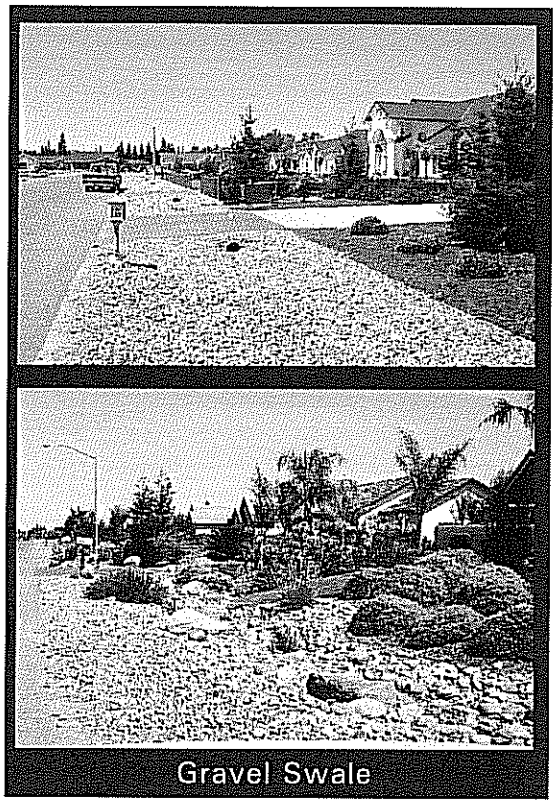
2.3 Collector Streets

Collector streets are larger streets intended to serve higher volumes of traffic with multiple turning movements. Collector streets provide connections between heavily traveled arterials and local streets. Houses may be accessed directly from collector streets. Three collector streets currently serve the Master Plan area: North Waring Road, East Tuolumne Road, and North Quincy Road.

2.3.1 North Waring Road

Policy 7.1-m of the City of Turlock General Plan states "require minimal street improvements along the City's urban edge to create rural-style neighborhoods compatible with the adjacent agricultural/urban edge area". In accordance with this Policy, the Master Plan proposes limited rural-style street improvements along North Waring Road. Landscape improvements along the North Waring Road frontage shall be carefully designed to maintain the rural appearance and shall include elements such as low stone walls or split rail fencing, informal clusters of trees and shrubs, gravel swales and other elements that are consistent with rural landscaping. Please refer to the landscape section of this document for further details.

The street section for North Waring Road consists of a 70-foot right of way including two 12-foot travel lanes, two 8-foot parking lanes, and two 5-foot Class II bike lanes. Sidewalks will not be included in order to be consistent with the existing County street sections to the north of the project area. A swale-type drainage gutter with rock or gravel bottom is encouraged as an alternative to typical concrete curb and gutter in order to maintain a more rural appearance. The remaining right-of way will consist of landscaping that should be carefully planted to allow for maintenance of the swale. ***Figure 2-2*** on the following page illustrates the street section for North Waring Road.

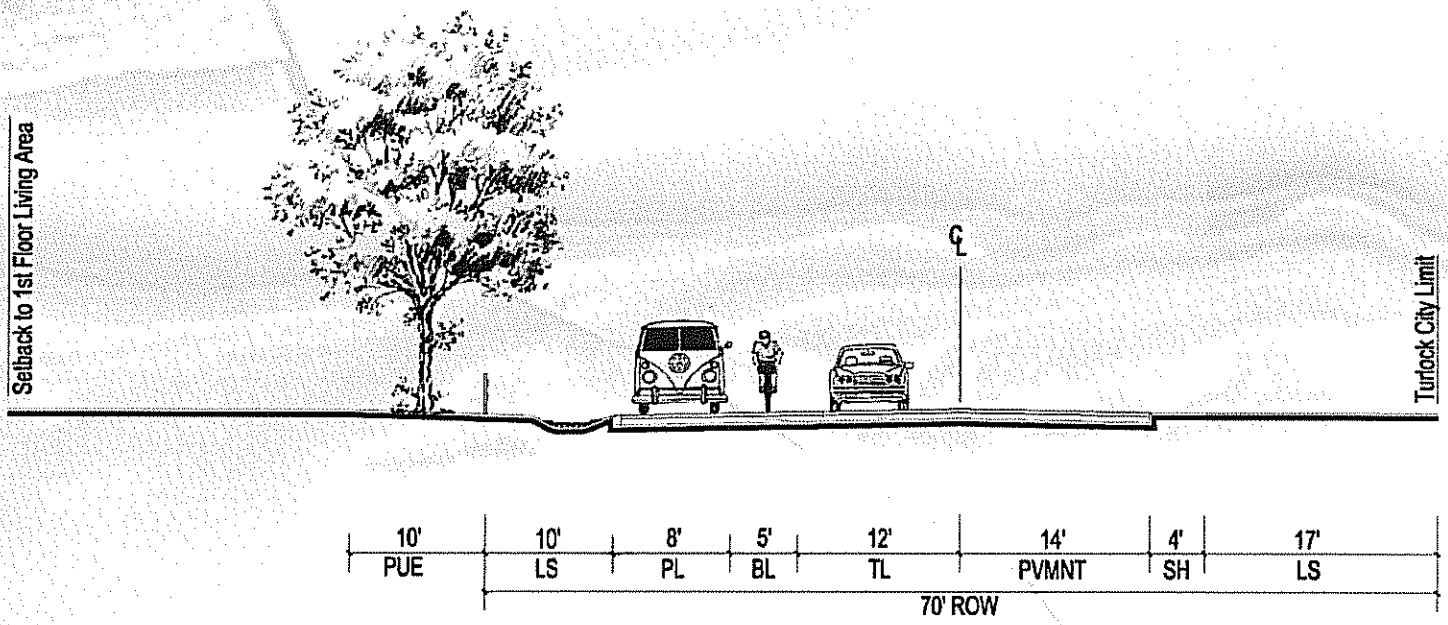


Gravel Swale

2.3.2 East Tuolumne Road and North Quincy Road

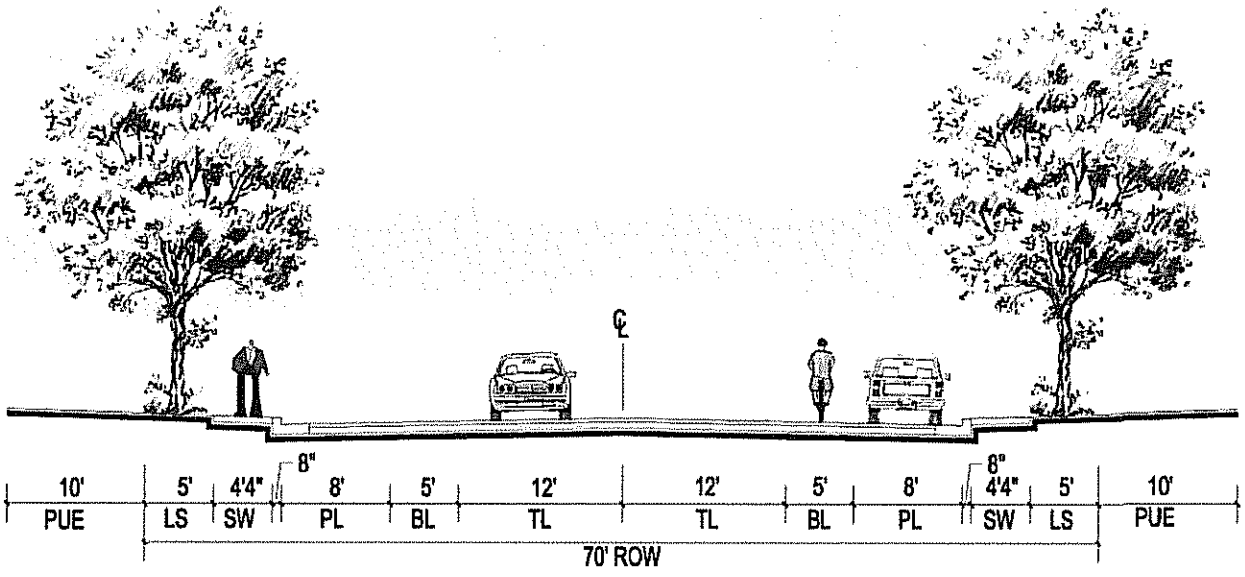
East Tuolumne Road and North Quincy Road will be improved along the planning area's frontage to meet City standards and will include a Class II bikeway. Improvements to East Tuolumne Road will include dedication of additional right-of-way and the installation of curb, gutter and sidewalk along the planning area's frontage to be consistent with existing improvements to the west.

The street section for East Tuolumne Road and East Quincy Road will consist of a 70-foot right-of-way including two 12-foot travel lanes, two 8-foot parking lanes, two 5-foot Class II bike lanes, 5-foot sidewalks on both sides, and City standard curb and gutter. The remaining street section will consist of landscaping as shown in ***Figure 2-3*** on the following page.



North Waring Road - 70' R.O.W.

Figure 2-2



North Quincy Road/East Tuolumne Road- 70' R.O.W.

Figure 2-3

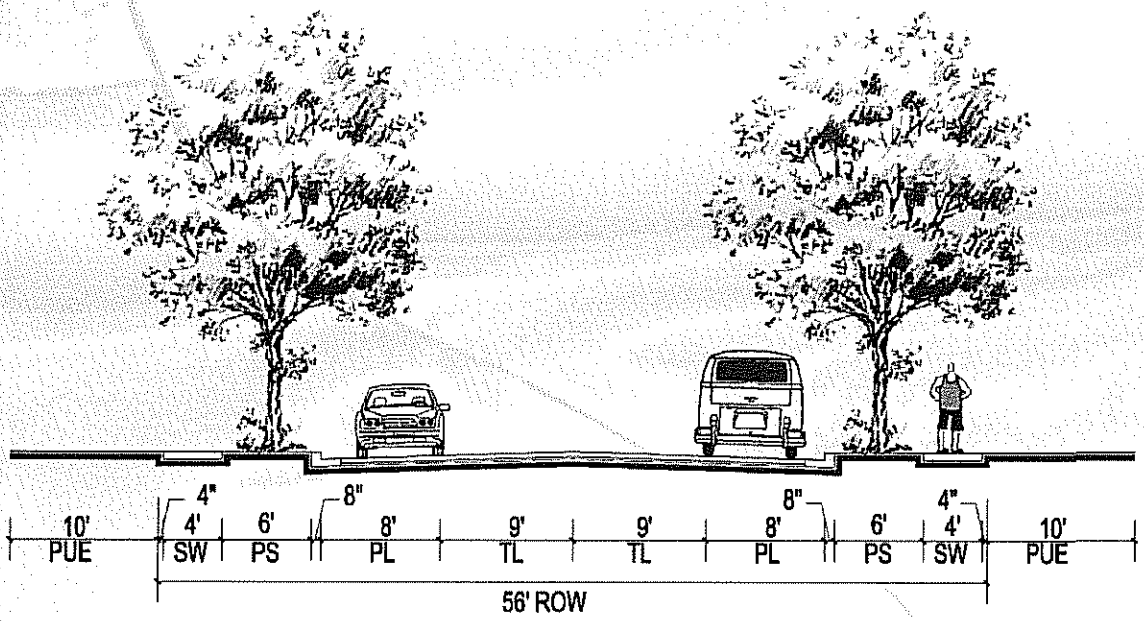
Street Sections

2.4 Neighborhood Local Streets

Local streets are intended to serve lower volumes of traffic and provide direct access to individual parcels. The design of the local street network and local street sections help define the character of the neighborhood. Local streets within the Master Plan area should generally include sidewalk, street trees, and a narrower street section that encourage slower traffic speeds, create a pleasant walking environment, and foster social interaction among neighbors. Local street connections should be designed to establish a unified neighborhood throughout the planning area and define a sense of community. Street alignments should be curvilinear to provide an informal, rustic appearance and add to the rural charter of the area. ***Figures 2-4 and 2-5*** on the following page provide potential street sections appropriate for the Master Plan area.

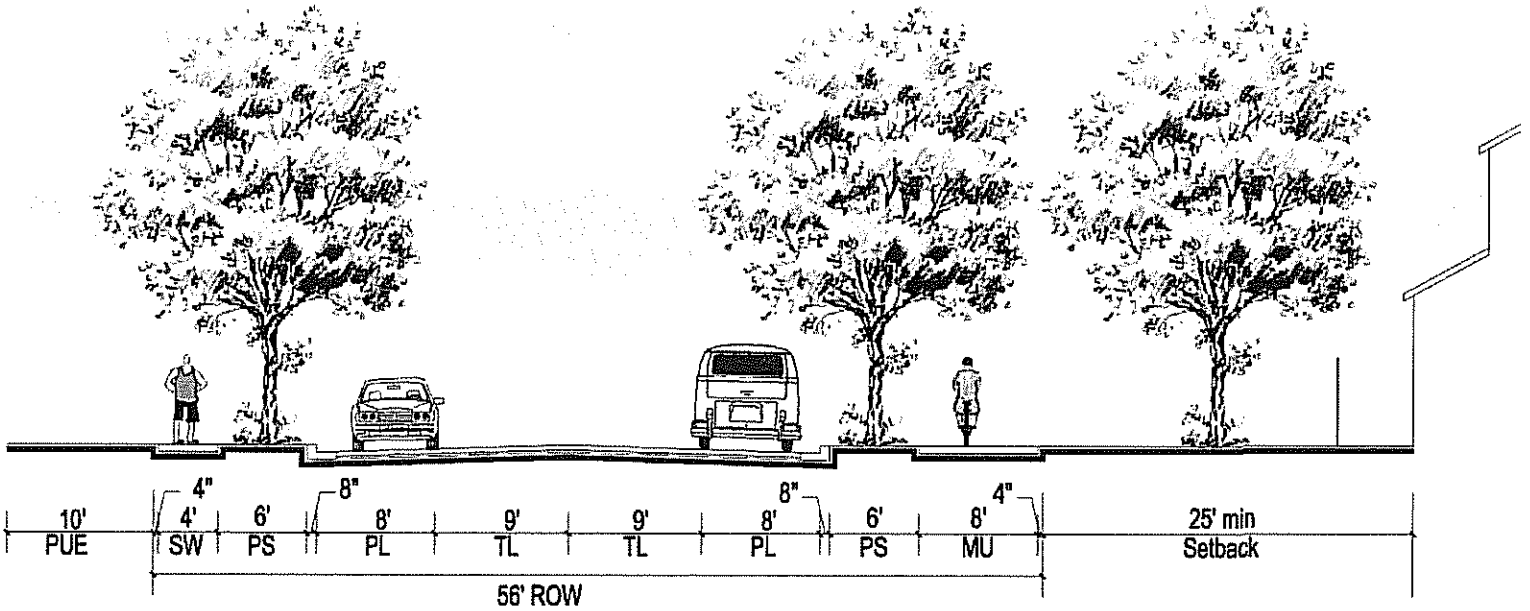
A number of local streets currently dead-end into the planning area and will need to be extended into the Master Plan area. Wyndfair Drive provides a stub to the southerly boundary of the planning area. Castleview Drive provides a stub to the westerly boundary of the southern portion of the planning area. Valdosta Drive, part of a newly constructed subdivision south of the four smaller parcels, also provides a stub to the project area. Existing intersections need to be carefully considered to ensure a safe circulation pattern and prevent cut-through traffic.

Three local streets intersect with East Tuolumne Road and North Quincy Road: Swanpark Drive, North Daubenberger Road and Bristol Park. The future circulation pattern will either need to extend these existing roadways into the planning area to form a four-way intersection or will need to offset future intersections a minimum of 250 feet to meet the City's spacing requirements and avoid conflicts between vehicular turning movements.



56' Local Right-of-Way

Figure 2-4 (Section A-A)



60' Local Right-of-Way with Multi-Use Trail

Figure 2-5 (Section B-B)

Street Sections

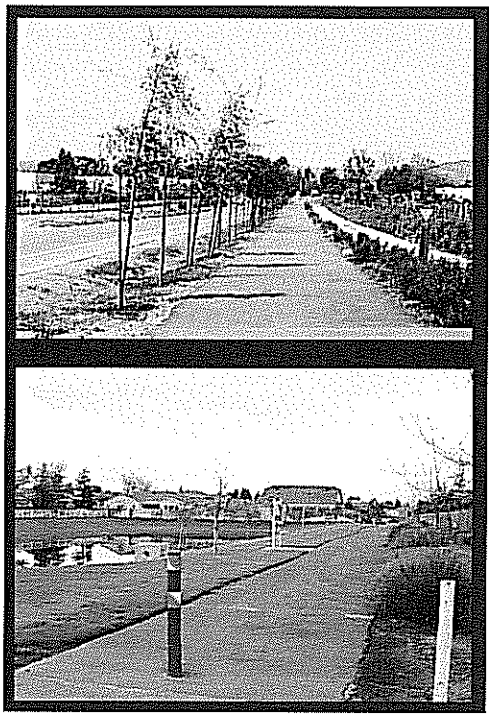
2.5 Pedestrian/Bicycle Circulation

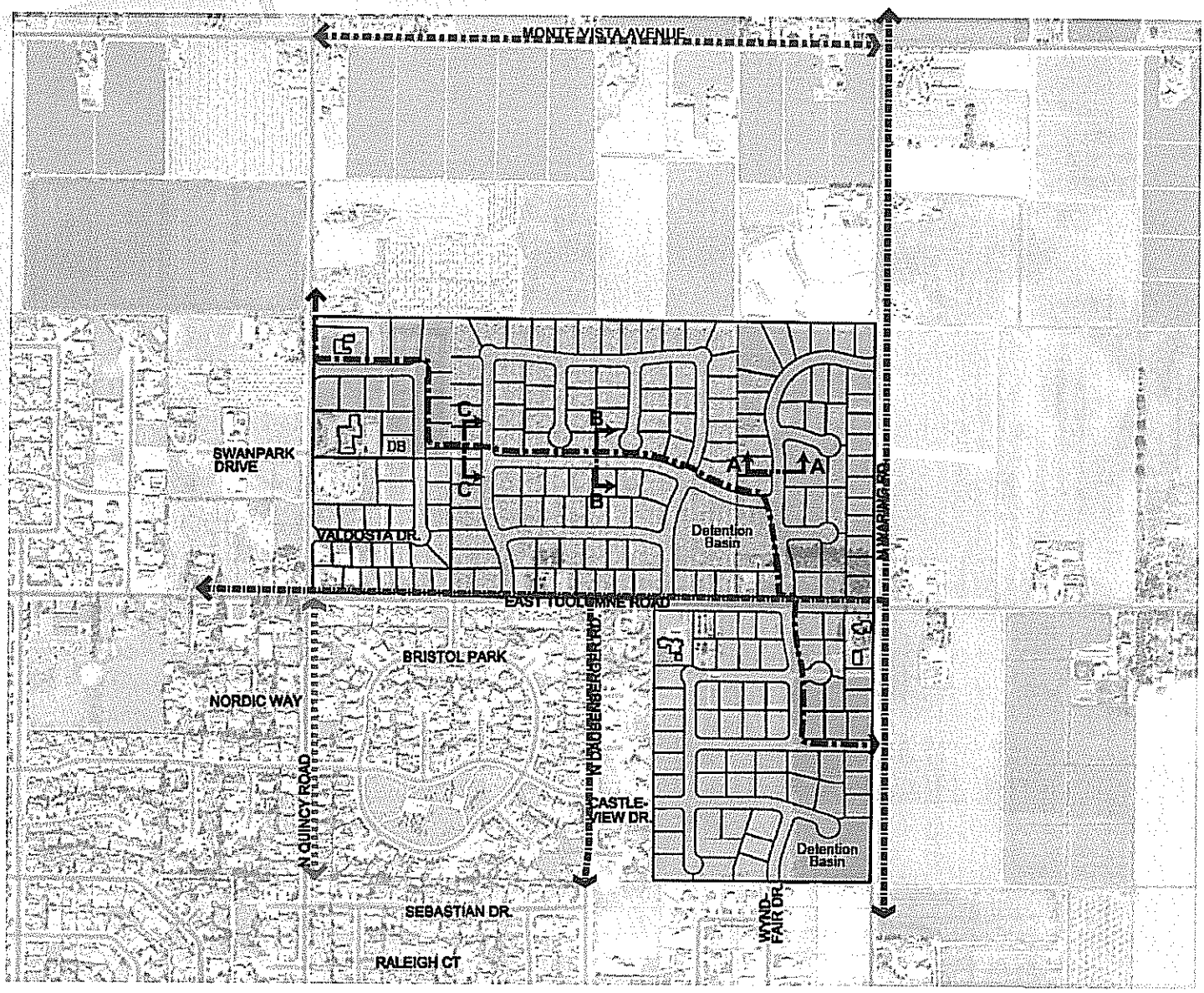
Design amenities such as sidewalks, trails and bicycle facilities encourage alternatives to vehicular use, promote social interaction, reduce air pollution and add to the overall attractiveness of the neighborhood. The Master Plan requires the inclusion of sidewalks throughout the Master Plan area as well as additional bicycle facilities as illustrated in ***Figure 2-6*** on the following page.

Pedestrian facilities within the Master Plan area shall include curb-adjacent sidewalks on both sides of North Quincy Road and both sides of East Tuolumne Road. Sidewalks are also required on both sides of all local roads. The pedestrian circulation network should be designed to provide multiple safe connections between the Master Plan parcels that may include street connections, open ended cul-de-sacs, and multi-use trails. Sidewalks along local roads shall be separated from the street by a landscape strip to create a safer and more pleasant walking environment. Street trees shall be planted within landscape strips in accordance with the landscape design guidelines of this Master Plan to provide shade and relief from hot weather.

Bicycle circulation within the Master Plan area will be accommodated by Class II Bicycle routes on East Tuolumne Road, North Quincy Road and North Waring Road. Both the General Plan and the Master Plan also require an 8-foot multi-use trail be designed through the Master Plan area to connect North Waring Road and North Quincy Road. The multi-use trail may take the place of a sidewalk along local streets as shown in ***Figure 2-5*** or may occur through open space features as demonstrated in ***Figure 2-7***.

The intent of the multi-use trail is to provide a safe pedestrian and bicycle connection between North Waring Road and North Quincy Road. Locating the multi-use trail at the rear of lots or in areas that are not highly visible to neighbors and the public is not permitted. The multi-use trail should be designed to provide visibility from public streets, access for emergency vehicles, and to easy patrolling by police officers. Vehicle and driveway conflicts should be reduced to the greatest extent possible by locating the trail on the exterior side yard of lots or through the use of open-ended cul-de-sacs as demonstrated in ***Figure 2-9.***

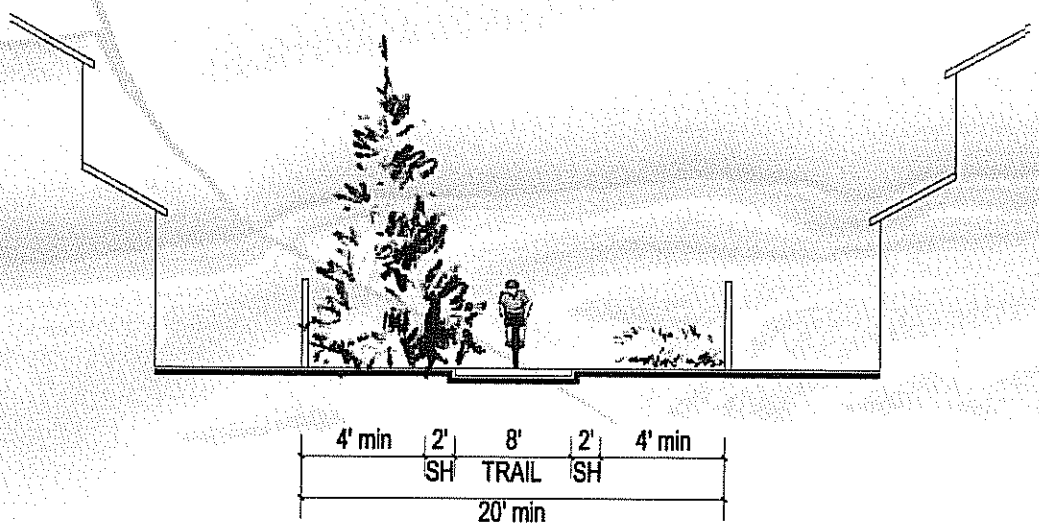




GENERAL PLAN
PEDESTRIAN/BIKE CIRCULATION

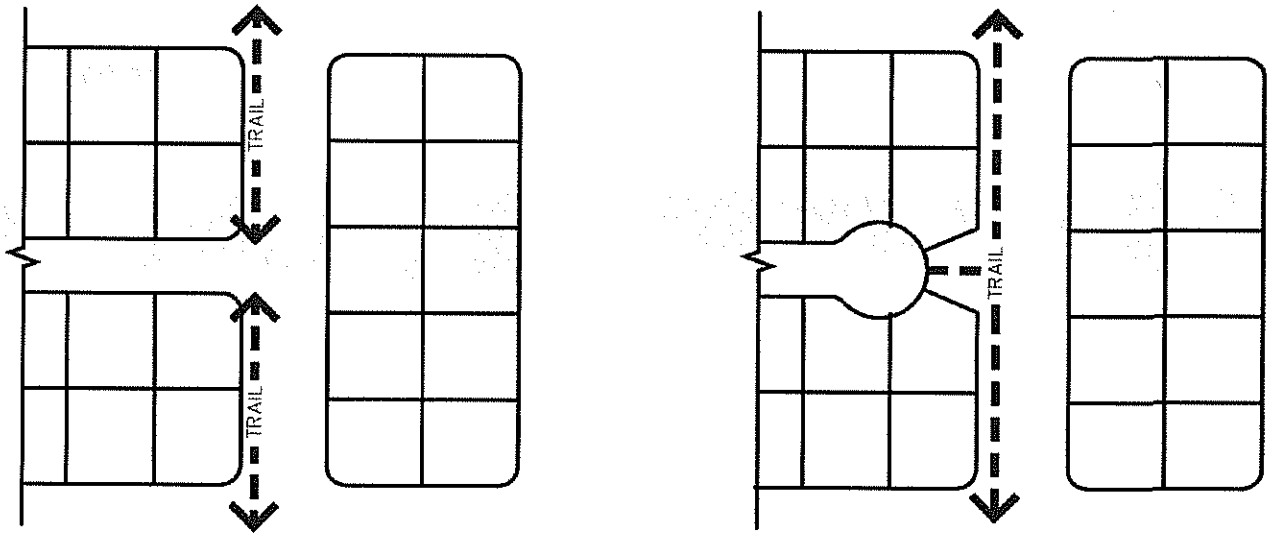
- Bike Lane (Class I)
- Bike Lane (Class II)
- Bike Lane (Class III)
- Multi-Use Trail (Conceptual Alignment)

Figure 2-6
Pedestrian/Bike
Circulation Plan



Multi-Use Trail Thru Open Space Area

Figure 2-7 (Section C-C)



Multi-Use Trail Alignments

Figure 2-8

Street Sections/Trail Alignments

Chapter 3 - Community Character and Design Guidelines

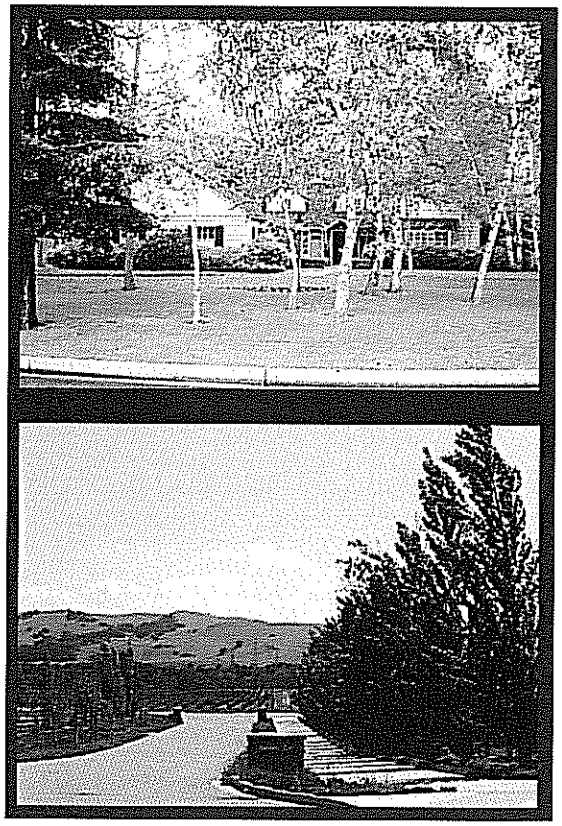
3.1 Introduction

A major theme of the Turlock General Plan is the establishment of a defined urban-agricultural edge to maintain Turlock as an independent community, separated from adjacent communities such as Denair and Keyes by farms and orchards. To achieve this goal, the General Plan Land Use Map establishes decreasing densities towards the City's outer limits. The primary purpose of the East Tuolumne Master Plan is to implement the General Plan's designation of the Master Plan area as Very Low Density Residential (VLDR). This is the only Land Use within the Master Plan area. According to the General Plan, the intent of this land use designation is to "act as a large lot buffer between the higher density, urban uses in Turlock and the lower density rural uses in Denair". In addition to establishing large lots, the vision of the Master Plan is to provide design elements that create a graceful and distinct transition from Turlock's urban areas to the large estate lots and agricultural areas in the County. This section provides comprehensive development standards and design guidelines that identify appropriate development standards including setbacks, fencing, landscaping and architecture that create neighborhoods designed to maintain a consistent rural character and ensure successful integration with surrounding uses.

The Master Plan seeks to create neighborhoods with a rural character and strong sense of community. Rural areas are characterized by large estate homes, a variety of lot widths, traditional architectural styles, large setbacks, and open fencing. Development patterns should emulate these rural design concepts while encouraging walking, bicycling and social interaction between neighbors.

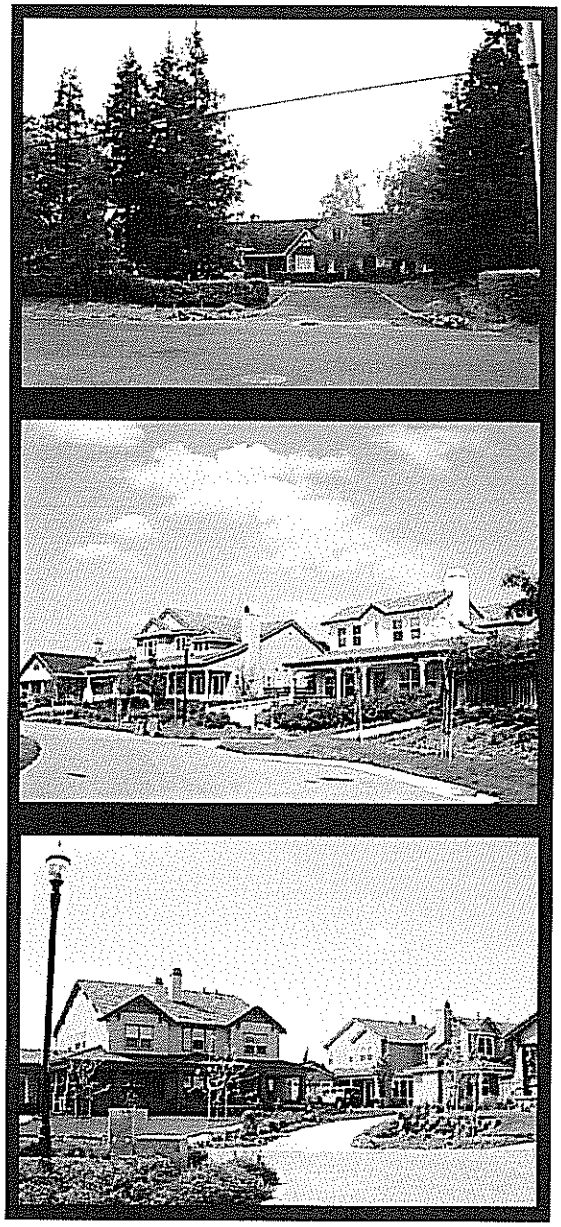
The following design concepts establish the overall vision for the Master Plan area:

- Increased setbacks, rural fencing and special landscaping will act as a buffer and serve as a transition between urban and rural uses.
- Architectural styles, entry features, landscaping, and other site amenities will establish a consistent rural character.
- Diversity in lot sizes, lot width, and architectural styles will achieve an attractive and unique streetscape.
- Roadway and trail connections will achieve connectivity within the Master Plan area and to existing neighborhoods.
- A multi-use trail will meander through the Master Plan area and connect Class II bike lanes on North Waring Road and North Quincy Road.



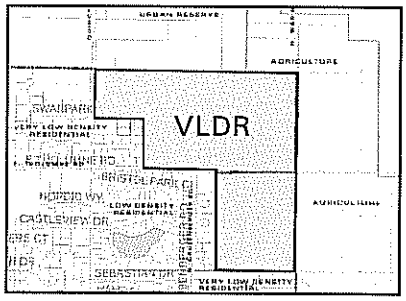
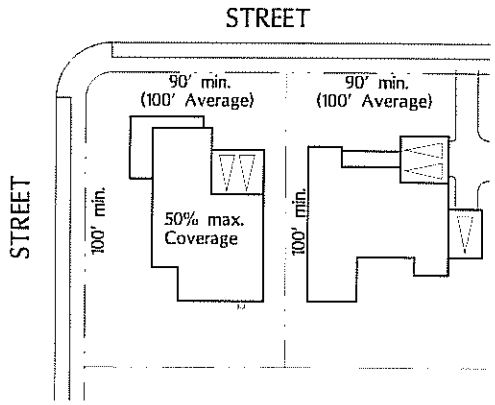
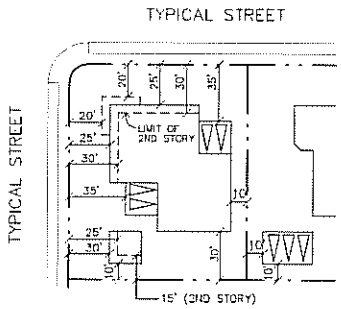
3.2 Site Design

The Master Plan area consists of a single land use: Very Low Density Residential (VLDR). The intent of this General Plan designation is to provide a graceful transition from urban uses to the outlying rural uses located in the County by creating a rural atmosphere with an agrarian character. Site design plays an important role in establishing this transition while ensuring successful integration into the existing City fabric. Site design within the Master Plan area should blend rural development patterns with low-density urban development patterns. The most rural design elements should be placed along the urban-rural edge located to the north (adjacent to the Urban Reserve) and to the east (along North Waring Road) with subtle transitions to low density design elements towards the existing residential neighborhoods in the west and south. Future development proposals within the Master Plan area shall meet the following design guidelines:



a. Increased setbacks along North Waring Road shall be used to provide generous space between homes and the street, consistent with a rural character, and to provide adequate space between homes and existing agricultural operations to the east.
b. Increased setbacks along the northerly property line of the Master Plan area shall be used to ensure adequate space between homes and existing agricultural operations to the north in order to minimize conflict with existing agricultural operations.
c. Setbacks should vary between lots to provide a varied streetscene.
d. Lot depths and widths should vary throughout the development area to add interest and variety to the streetscene.
e. Future subdivisions shall meet the development standards set forth in ***Table 3-1.***

Table 3-1
Residential Design Standards

Category	Regulation	Illustration
Land Use		
Applicable Zoning District	VLDR (R-E Zoning)	
Density Range	0.2-3.0 dwelling units/gross acre	
Permitted Uses	Refer to City of Turlock Zoning	
Conditional Uses		
Minor Discretionary Permit		
Minor Administration Permit		
Lot Configuration		
Lot Area	14,500 square feet minimum; may reduce to 10,000 sf min. along East Tuolumne Rd	
Width		
Lot Minimum	90 ft.[1]	
Lot Average	100 ft.[1]	
Depth	100 ft. minimum/110 ft. minimum along North Waring Road	
Curved/Cul-de-sac Frontage	35 ft. minimum[1]	
Lot Coverage	50% maximum[2]	
Setbacks		
Front Yard		
Porch	20 ft. minimum[3]	
Living Space (1st Story)	25 ft. minimum[3]	
Living Space (2nd Story)	30 ft. minimum[3]	
Garage	35 ft. minimum[3]	
Side Yard		
Interior		
Primary Building	10 ft. minimum[6]	
Garage/Accessory Structure[5]	10 ft. minimum[6]	
Corner		
Porch	20 ft. minimum	
Living Space (1st Story)	25 ft. minimum	
Living Space (2nd Story)	30 ft. minimum	
Accessory Structure[5]	25 ft. minimum for single-story 25 ft. minimum for two-story	
Garage	35 ft. minimum	
Rear Yard		
Primary Building	30' ft. minimum[4]	
Garage/Accessory Structure[7]	10 ft. minimum for single-story[4] 15 ft. minimum for two-story[7]	

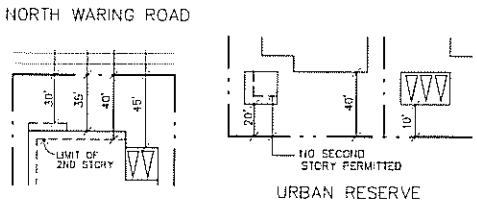
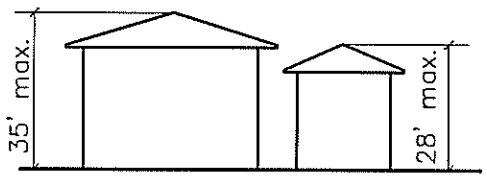
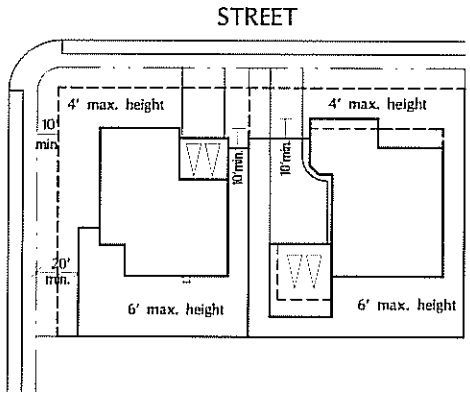


Table 3-1
Residential Design Standards

Category	Regulation	Illustration
Building Height		
Primary Building	2-story or 35' maximum	
Secondary/Accessory Building[6]	2-story or 28' maximum	
Porches & Courtyards		***Refer to Section 3.3.5***
Depth	6 ft. minimum	
Width	25% of the length of the front elevation	
Garages		***Refer to Section 3.3.6***
Required Spaces	2 spaces/unit minimum	
Garage Placement	Refer to Section 3.3.6	
Fencing and Walls	***Refer to Section 3.5***	
Front Yard	4 ft. maximum height; shall be set-back 10 ft. from right-of-way or property line	
Corner Side Yard (in front of building edge)	4 ft. maximum height; shall be set-back 10 ft. from right-of-way or property line	
Corner Side Yard (behind building edge)	7 ft. maximum height; shall be set-back 20 ft. minimum from property line	
Rear Yard	7 ft. maximum height; shall be open-type fencing or "living wall" when abutting agricultural uses or "urban reserve" zone.	

[1] Measured at front yard setback.
[2] Lot coverage applies to all covered structures including the main residence, accesssory buildings, covered porches, garages and carports.
[3] Increases by 10 feet along North Waring Road.
[4] Increases by 10 feet when adjacent to agriculture or "Urban Reserve".
[5] Accessory structure may also include secondary unit.
[6] May be reduced by 5 feet along East Tuolomne Road.
[7] Two-story secondary structures are not permitted when abutting agriculture or "Urban Reserve".

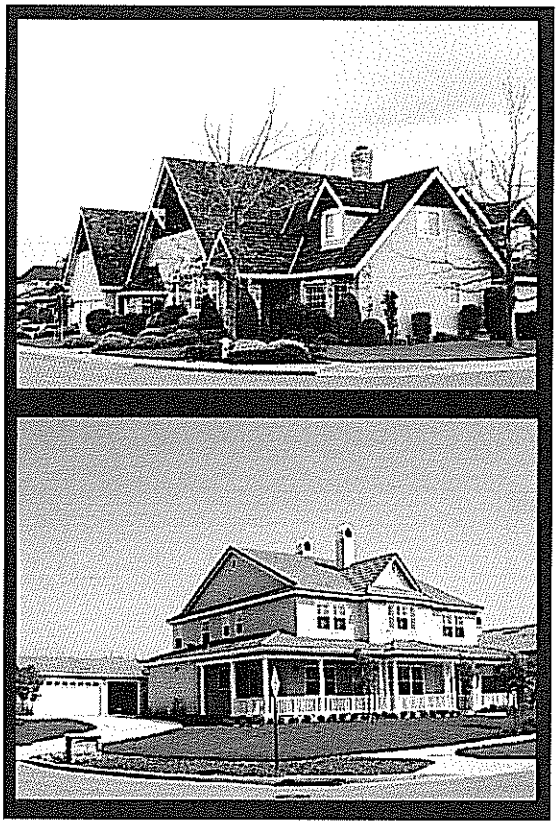
3.3 Architectural Design

3.3.1 Massing

a. All residences shall be designed to have one-main body with well-defined secondary elements such as porches, entryways, window openings, and rooflines.
b. Front yard setbacks should be varied to create diversity and reduce the apparent massing of homes along the streetscape.
c. A mixture of single-story and two-story homes is strongly encouraged.
d. Second story elements should be stepped back or nested into the roof to reduce the apparent mass and bulk of the structure, when appropriate to the architectural style.
e. Building heights, roof planes and building walls should be varied to minimize the apparent mass of the building, when appropriate to the architectural style.
f. Architectural elements such as bay windows, balconies, porches, moldings, dormers, pilasters or any other elements that provide visual interest and articulation are encouraged to reduce the apparent mass of the building.
g. The side elevation for all corner lots shall be enhanced to reduce the apparent mass of the structure by including architectural features that wrap from the front elevation to the side corner elevation. Examples include:
    - Corner related front entry door
    - Wrap-around porches
    - Pop-out side gables
    - Nested or recessed second story

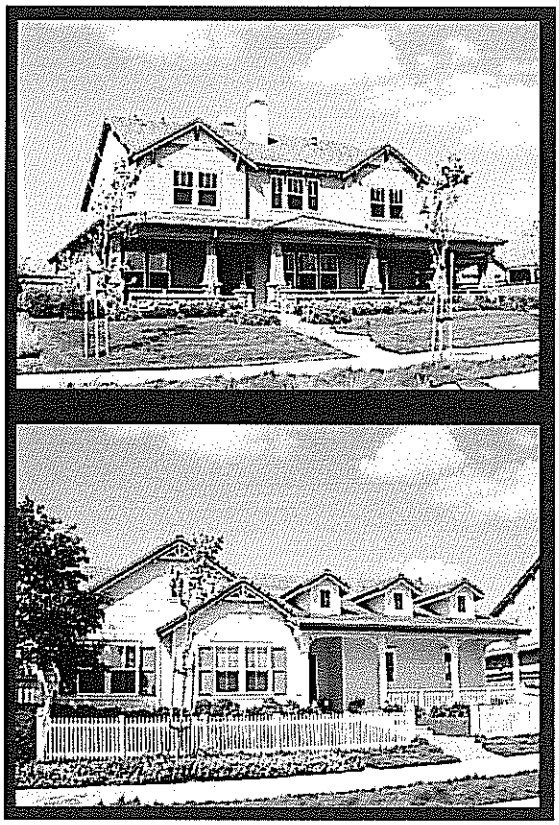
3.3.2 Articulation

a. Articulation should include varied massing, wall planes, roof planes, windows, doors, porches, balconies and other design features.
b. Architectural elements should be included on all four sides of the residence and should include variation in wall planes, roof planes, windows, doors and massing.
c. Elevations visible from public streets and trails should incorporate the colors, materials, articulation, and design features used on the front elevation.



3.3.3 Variety and Consistency

a. Homes throughout the Master Plan area should provide an assortment of building masses, floorplans, rooflines, elevations, and traditional architectural styles consistent with a rural character.
b. Similar elevations shall not be used immediately adjacent to one another.
c. Homes immediately adjacent to one another should provide different materials and colors.
d. When facing or abutting existing residences, new residential architecture should respect existing housing types and architectural styles by providing complimentary architectural style and massing.
e. Homes throughout the Master Plan area should vary the design, placement, and configuration of garages.



3.3.4 Colors and Materials

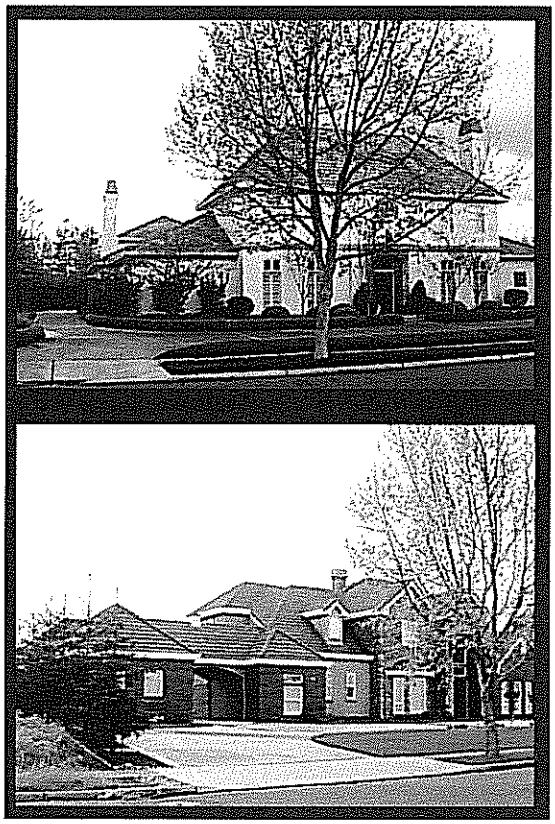
a. Colors and materials, including roofing materials, shall be complimentary to each other and to the surrounding area.
b. Colors and materials should be earth toned to reduce visual impact and should be consistent with a rural character.
c. Natural materials such as unpainted stone or brick are encouraged as these materials add to the rural character of the area.
d. A variety of colors, materials and architectural forms should be carefully applied to all homes to convey the impression of high quality architecture and to create depth and contrast for design features and building articulation.
e. Colors, materials, and architectural details for individual homes should be carefully coordinated to be harmonious with one another and consistent with the overall architectural style to avoid a piecemeal appearance.
f. Materials used as major surface treatments at front elevations should be wrapped to side and rear elevations. The appearance of artificial facades shall be avoided. All elevations visible from the public right-of-way shall be enhanced.
g. Color schemes should be simple and consist of a maximum of three colors per residence.
h. Bright or reflective colors and materials should be avoided.
i. Building designs, construction techniques, materials, and appliances that conserve resources are encouraged.
j. All materials and color changes must occur on an inside corner wall plane.
k. Exterior wall materials, colors, trim and architectural details shall be consistent on all four sides of the residence.

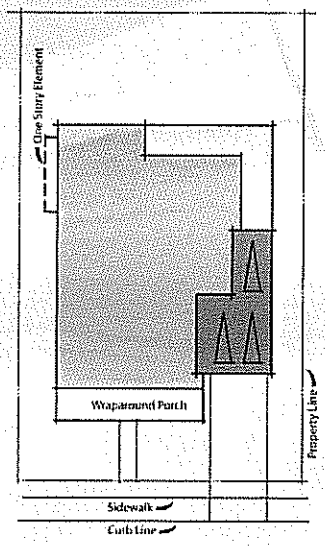
3.3.5 Porches, Patios, Balconies, and Courtyards

a. Porches, patios, balconies, and courtyards should be incorporated into the design of all front elevations to provide aesthetic value and encourage social interaction.
b. Front porches, patios and courtyards should be oriented toward the street and should be welcoming to neighbors and visitors. These elements shall be located in front of the leading edge of the garage.
c. Architectural elements such as porches, patios and courtyards should be designed proportionally to the overall scale and massing of the main structure.
d. Courtyard walls should be made of natural looking material and should be consistent with the overall character of the main home. Courtyard walls should not exceed three feet in height.
e. Front porches should be elevated a minimum of 18 inches above the public sidewalk to establish an appropriate relationship between these spaces.
f. Porches shall be a minimum of 6 feet deep and extend along at least 25% of the length of the front elevation.

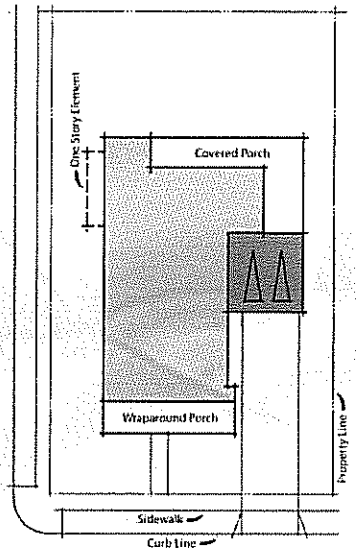
3.3.6 Garage Placement and Driveways

a. Garage frontages should be minimized through careful placement. Garages should be side loaded, setback from the main living area, placed at the rear of the lot, or otherwise creatively designed to reduce the visual impact of the garage door on the streetscape (See ***Figure 3-1***).
b. Driveway aprons should be minimized to the greatest extent possible to reduce the amount of impervious surface and provide a more aesthetically pleasing streetscape.
c. Driveway aprons along North Waring Road and East Tuolumne Road should be designed as a hammerhead, a semi-circle or other configuration that reduces the need for vehicles to back-up into the public right-of-way.

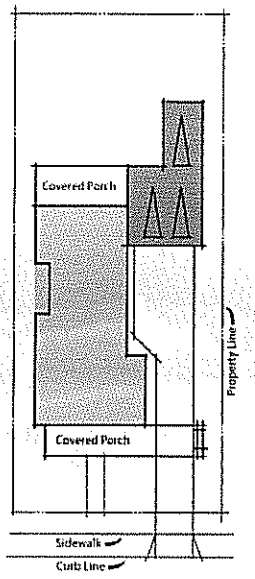




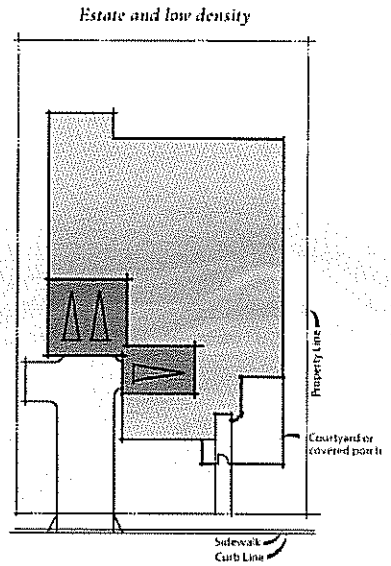
Shallow-Recess



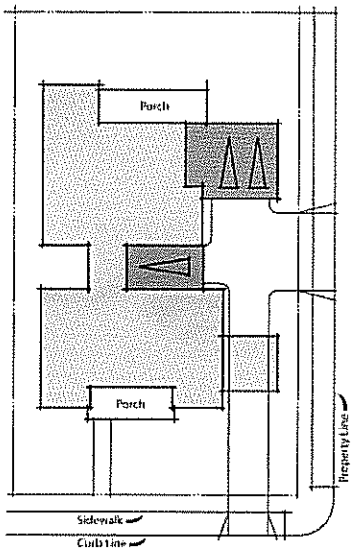
Mid-Recess



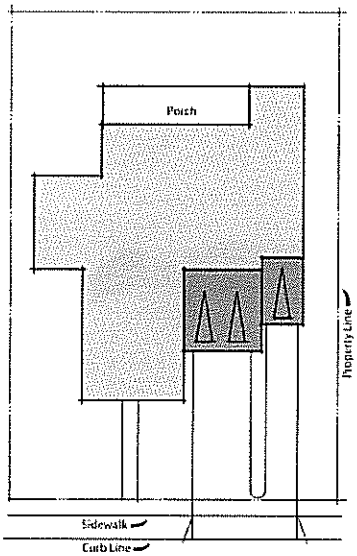
Deep-Recess



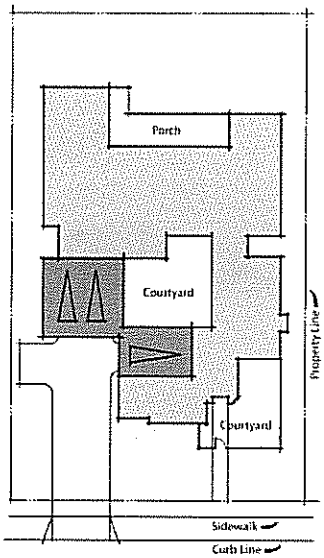
Swing-in



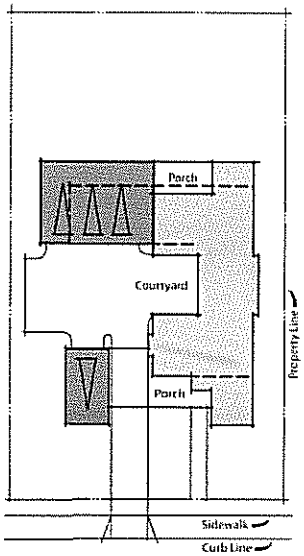
Corner Lot



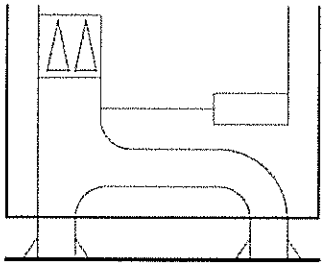
3-Car Street Facing



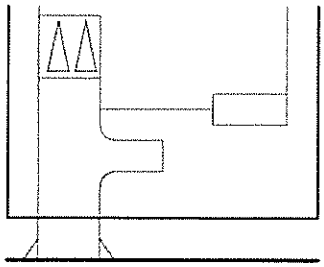
Split 3-Car



4-Car Auto Court



Circular Driveway

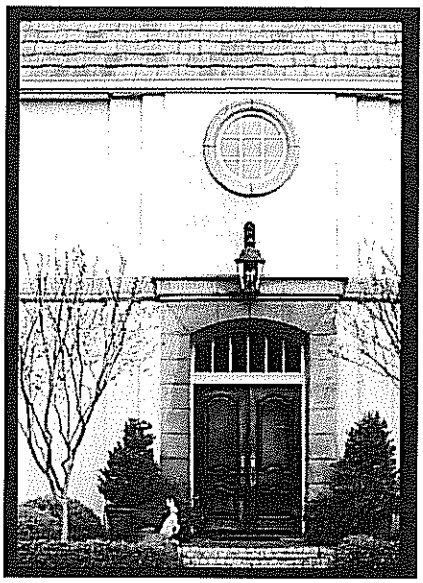


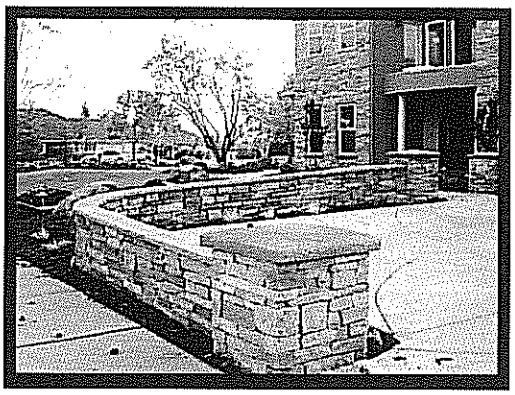
Hammerhead Driveway

Figure 3-1
Driveways &
Garage Configurations

3.3.7 Doors and Windows

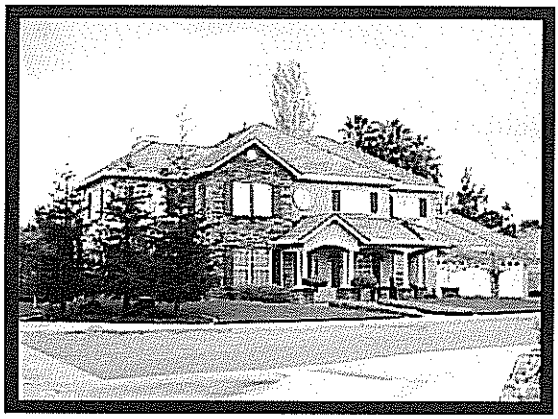
a. Architectural elements such as doors, windows, dormers, and cupolas should be designed proportionally to the overall scale and massing of the main structure.
b. Windows should be placed and designed to maximize views and sunlight exposure.
c. Window and door types, shapes, and sizes shall be consistent with the architectural style of the building.
d. Main entrances should be oriented toward the street, and should be accentuated with lighting, porches, balconies, courtyards, sitting areas, or other architectural details.





3.3.8 Roofs

a. Roofing colors and materials should be consistent with the architectural style of the home and the rural character of the neighborhood.
b. Homes throughout the planning area should use a variety of rooflines and pitches such as side gables, cross gables, hipped roofs, and combined hipped-and-gabled roofs.
c. Flat roofs and A-framed roofs are discouraged.
d. Rooflines shall be varied in height and length to provide articulation.
e. Gutters, downspouts, vents and other roof appurtenances should be finished to compliment the materials and colors of the main residence.



3.3.9 Equipment

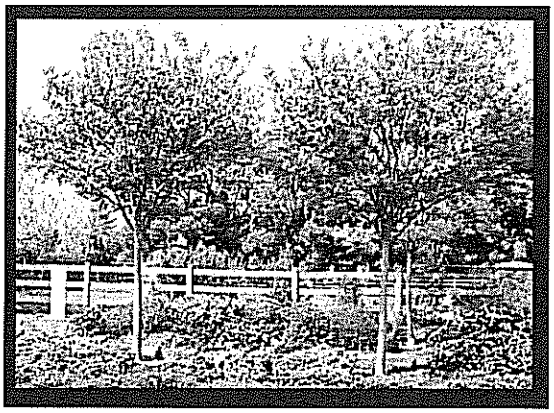
a. Mechanical equipment should be strategically placed or screened from view.
b. Roof mounted equipment is not permitted.
c. Equipment screening should be designed to blend with the building through use of landscape materials or through use of colors and materials consistent with the main residence.

3.4 Landscaping

Landscaping is one of the most important elements in preserving rural character. Rural landscapes typically consist of informal grouping of trees and plants as well as more organized plantings of agricultural crops. These landscape concepts should be used in the design of gateways, entry features, roadways and front yards. The following landscape guidelines seek to ensure preservation of the area's agrarian character:

a. Landscaping shall be used to enhance and reflect the rural character of the Master Plan area and the surrounding rural areas.
b. Streets should be heavily landscape so that mature street trees provide a full canopy over the street and sidewalk. Each residential lot within the Master Plan area shall provide a minimum of three street trees along its frontage and 2-3 street trees along the side yard of corner lots.
c. Trees should be strategically planted to provide shade and cooling efficiency for residences, public spaces and paved areas.
d. Paved areas such as patios and walkways should be minimized to allow for natural percolation, reduced runoff and increased landscape aesthetics. When paving is used, impervious paving materials such as raised wooden decks, paving stones, gravel, unmortared brick or stone, or other permeable paving systems are encourage as an alternative to asphalt and concrete.
e. Landscaping materials should consist of native and drought tolerant species that require minimal maintenance.
f. Ornamental and specialty plantings that are consistent with a rural character are encouraged as accents to entry and gateway features.

The following list includes City approved street trees as well as other landscaping materials appropriate for use in the Master Plan area.



Street Tree:
- Chinese Pistache

Ornamental Trees:
- Crape Myrtle (Tuscarora or Catawba)
- Red Bud (Eastern or Western)
- Rose of Sharon Hibiscus
- Japanese Maple
- Saucer Magnolia
- Hawthorn Washington Thorn

Small Trees:
- Crape Myrtle
- Sour Gum
- Little Leaf Linden
- Purple Robe Locust
- Fairmount Ginko Biloba (male only)
- Chinese Hackberry
- Red Maple (October Glory or Red Sunset)
- Bradford Ornamental Pear
- Chinese Pistache

Large Trees:
- Bloodhood London Plane
- Scarlet Oak
- Atropunicea European Beech
- Evergreen Ash-Shamel

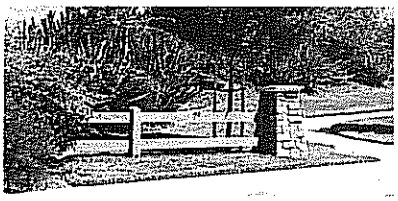
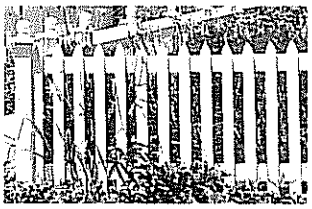
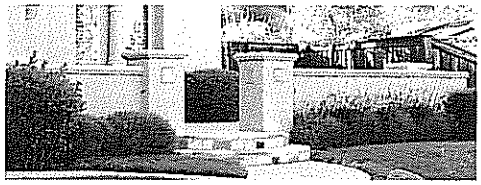
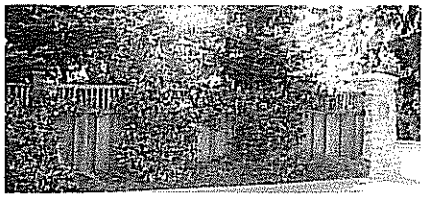
3.5 Walls and Fences

Walls and fences are used to define property edges, protect privacy, and provide security and safety. Walls and fences may also be used as design elements for front yard landscaping, neighborhood entries and gateways. When used as a design element, the colors, materials, height and type of wall or fence plays an important role in defining the character of the area. Open fencing establishes a rural and welcoming feel while solid fencing conveys a clear message that the area is private and inaccessible. The Master Plan area seeks to create a neighborhood that encourages social interaction among residents and reflects an agrarian character. Therefore, walls and fences visible to the public shall be designed to diminish their visual impact and reflect the rural character of the area.

Design guidelines for walls and fences are as follows:

a. Walls and fences should be consistent and complimentary throughout the entire Master Plan area.
b. Walls and fences should be coordinated and complimentary to landscape improvements.
c. The colors and materials for all walls and fences within the Master Plan area should be natural looking or earth toned to reflect the rural character of the area. Appropriate materials include rustic ledge stone, distressed limestone or other materials approved by the City Planning Director.
d. Wall and fencing materials and construction should be durable, high quality and low maintenance.
e. Fences should be designed to discourage vandalism through design, the use of vandal-resistant materials, or careful placement of landscaping.
f. Fences and walls should not create unsafe areas such as indefensible spaces, hiding places or other areas that cannot be easily viewed by neighbors or patrolled by police.
g. Residential rear-yard fencing shall not exceed seven (7) feet in height and should be constructed of wood or other materials approved by the City Planning Director. "Good Neighbor" fencing is encouraged.
h. Front yard residential fencing shall be open such as split rail, wood picket or other decorative fencing. Front yard fencing shall be at least 50% transparent and shall not exceed four (4) feet in height.
i. Courtyard or decorative walls in front yards may not exceed three (3) feet in height.
j. Split rail or other decorative, rural, open type fencing is required to define the right-of-way along North Waring Road and to establish North Waring Road as Turlock's rural-urban edge.
k. Long expanses of publicly visible fences, for example along the northerly property line of the Master Plan area, shall be planted with vines or other landscaping to create a "living" wall in order to avoid the appearance of continuous solid fence or wall.

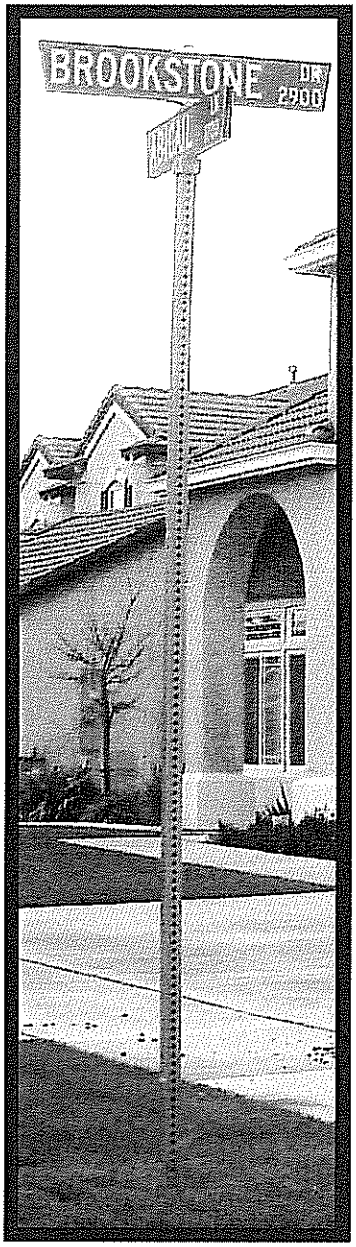
Table 3-3
Wall and Fence Standards and Photos

Fence Type	Permitted Application	Example of Interpretation
Split Rail Fence	• 4 feet maximum • Front yard • Side yard • Waring Road Frontage	
Picket Fence	• 4 feet maximum • Front yard • Side yard	
Decorative Wall	• 3 feet maximum • Part of an entry feature • Front yard	
Good Neighbor Fence	• 7 feet maximum • Front yard • Side yard	
Living Wall/ Fence	• 7 feet maximum • Front yard • Side yard • Adjacent to "Urban Reserve" Zone	

3.6 Signage

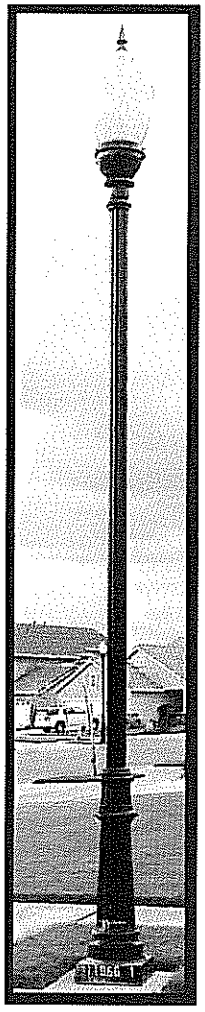
Signage plays an important role in the community by geographically orienting residents and visitors. Signage not only improves circulation but also makes a statement about important locations such as gateways and neighborhood entries. When designed properly, signage can help establish a community's character. When designed improperly, signage can detract from the community's appearance. Therefore, signage should be carefully designed to maintain the rural character of the area and should not dominate the landscape. The following design guidelines are intended to ensure that signage is properly integrated into the overall fabric of the Master Plan area:

a. Signage should be designed to compliment the rural agrarian character of the Master Plan area and the surrounding rural uses.
b. Materials and colors of signage should be compatible with the architectural colors and materials of the Master Plan area.
c. Signage should be carefully coordinated with landscaping, monumentation, walls, fencing and other design elements to ensure a harmonious design.
d. Signage should not detract from the rustic character of the area.
e. Street signs should be consistent with City of Turlock standards.
f. Gateway signs should be consistent with the Turlock Beautification Master Plan.
g. Signage materials and construction should be durable and low maintenance.
h. Signs should convey information in a clear and concise manner.



3.7 Lighting

One of the greatest benefits of living in a rural setting is the ability to see stars in the nighttime sky. The design, scale and luminosity of standard urban street lights coupled with extensive landscape lighting can reduce visibility of the nighttime sky and detract from the rural character of the area. Lighting however is necessary to provide a safe and secure neighborhood. Lighting within the Master Plan area should be designed to provide the lowest level required for public safety and should be designed at a pedestrian scale. The following design guidelines are intended to ensure lighting is consistent with the overall character of the Master Plan area:



a. Streetlights should be spaced to minimized glare and reduce the amount of light to the greatest extent possible without sacrificing public safety. This may be achieved by alternating streetlights from one side of the street to the other.
b. Intersections, sharp curves, ends of cul-de-sacs, trails, crosswalks and other areas that may pose potential safety hazards for motorists and pedestrians at night should be illuminated.
c. Use of accent lighting to highlight trails, neighborhood entries, gateways and special landscaping is encouraged.
d. Architectural and front yard landscape lighting fixtures should be coordinated with the colors, materials and architectural style of the home and should be consistent with the rural character of the Master Plan area.
e. Lighting shall meet the photometric standards established by the City of Turlock.
f. Streetlights should be designed at a pedestrian scale and should be designed to reflect the rural character of the Master Plan area.
g. Ornamental landscaping lights and illuminated bollards along trails and in other public areas should be designed to reflect the rural charter of the area and should be consistent with the design of the area's streetlights.
h. Street lights should be consistent with the City's Standard Ornamental Street Light (See ***Figure 3-2***).

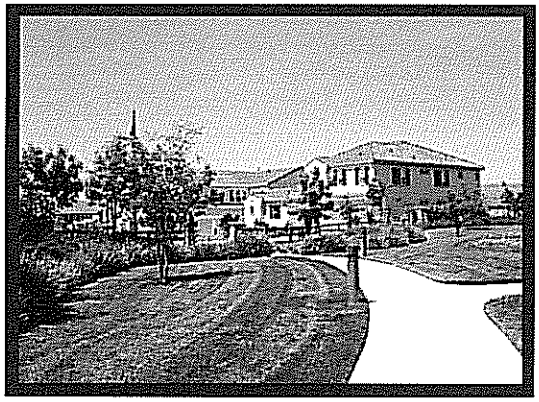
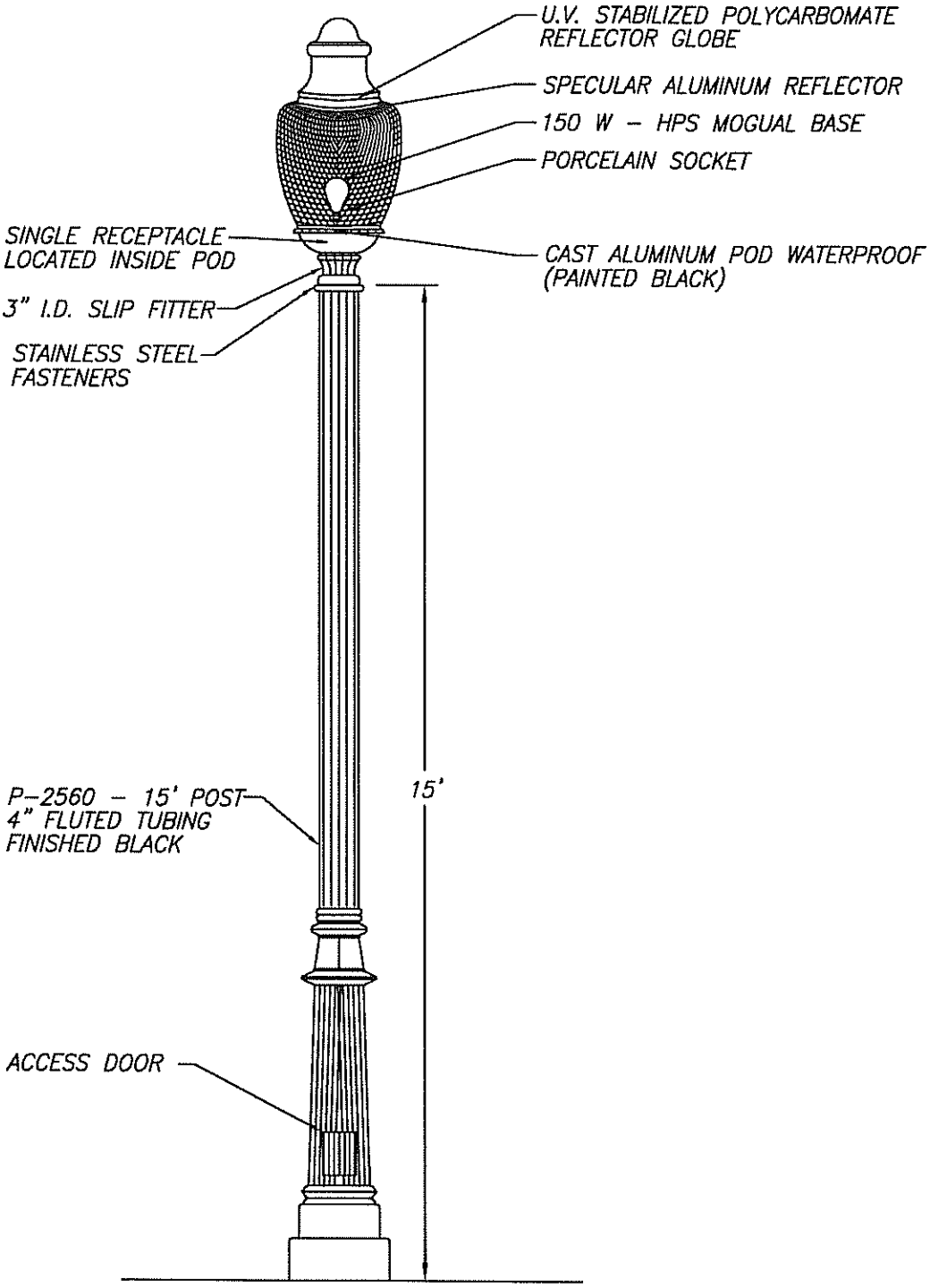


Figure 3-2
Lighting Standard



3.8 Mailbox Design

Mailbox design and type contribute to the overall character of the neighborhood. Although grouped mailboxes are now the standard for new residential development, large metallic cluster box units (CBU's) create a more urban feel. As an alternative, individual curbside boxes can be grouped together and designed to maintain a rural character. The following design guidelines apply to mailbox design in the Master Plan area:

a. Mailboxes should be designed to be consistent with the rural character of the area.
b. Curbside boxes are strongly preferred to cluster box units. If cluster box units must be used, creative designs should be considered to lessen the visual impact of these units on the rural character of the area.
c. Mailboxes shall be designed to meet the minimum standards set forth by the United States Postal Service.
d. Curbside boxes shall be installed at a height of 41-45" from the road surface to the inside floor of the mailbox.
e. Curbside boxes shall be installed 6-8" behind the face of curb or road edge.
f. Mailboxes shall not be placed behind the sidewalk.
g. Mounting devices and accessories shall not project beyond the front of the mailbox and shall not interfere with mail delivery operations.
h. Repair and replacement of mailboxes and mounting devices is the responsibility of the resident.
i. Curbside mailboxes should be installed approximately one week prior to occupancy.

Chapter 4 - Public Facilities and Services

4.1 Public Facilities

The Public Facilities Chapter intends to provide information regarding backbone infrastructure required to service future development within the Master Plan area. In addition, this chapter will identify how the project will be served by the City's fire and police services in accordance with the City's General Plan.

Due to the conceptual nature of the Master Plan document, the following infrastructure plans are intended to be conceptual in nature. Although the general location of infrastructure improvements will be required to be consistent with the Master Plan, additional infrastructure improvements and minor deviations from the conceptual plan may be necessary depending on right-of-way acquisition and the final design of projects within the Master Plan area. The actual size and location for all utilities will be determined by the Tentative Map and will be subject to review and approval of the City of Turlock Public Works Division.

Infrastructure improvements will be subject to current City impact fees and connection fees as determined by the Public Works Department at the time of Tentative Map approval. Some improvements, including oversized pipes that serve the greater community, may be eligible for reimbursement by the City through the City's Capital Improvement Fund.

4.2 Water

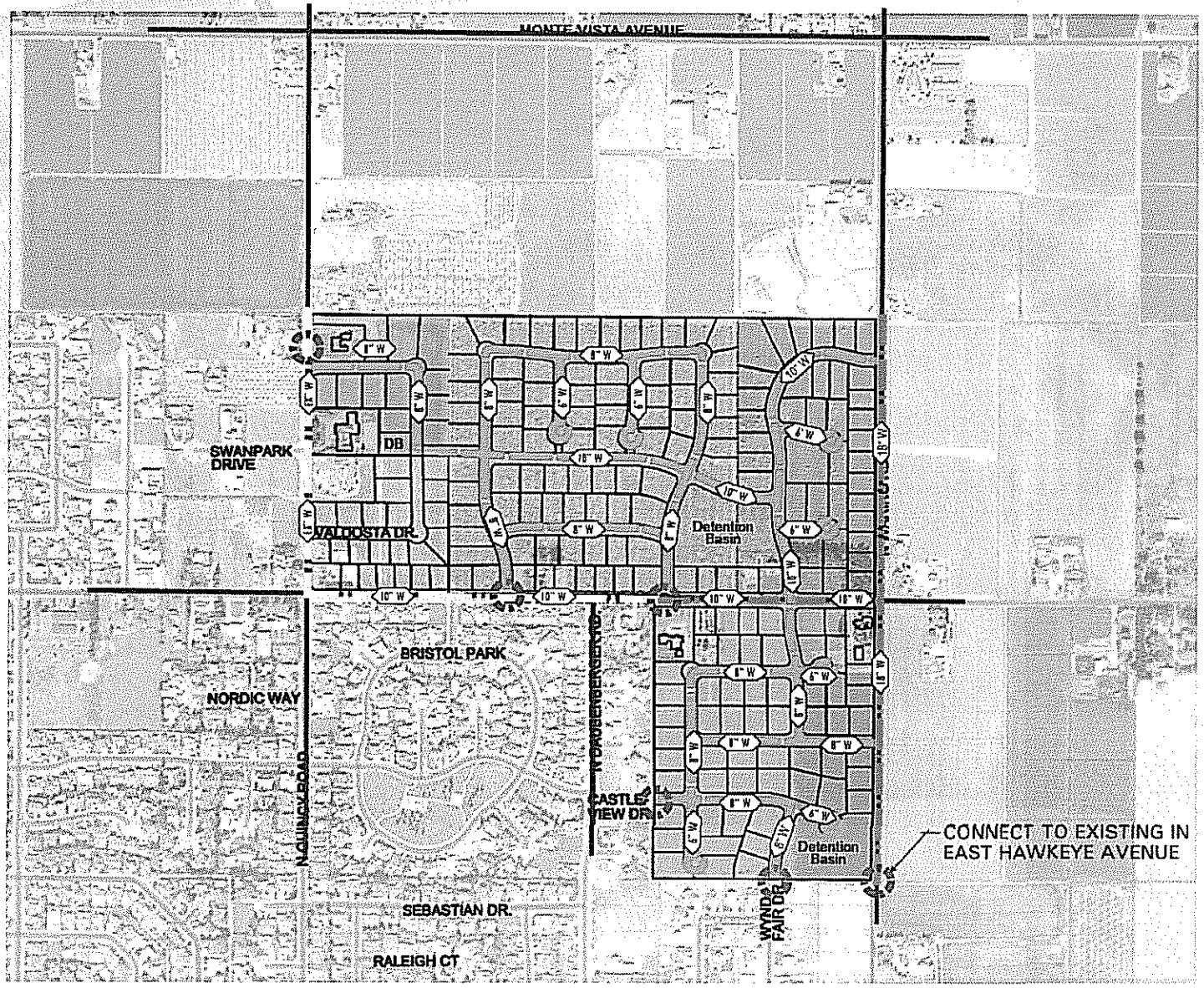
The City of Turlock will provide potable water to future residences within the Master Plan area. The City's current water system consists of domestic wells and a series of looped pipes. The City will also study the use of surface water to provide potable water. The Master Plan area's backbone infrastructure will consist of a series of pipes, ranging from 6-inches to 18-inches, that connect to the City's existing water system and allow for a future connection when a surface water supply is established.

Figure 4-1 on the following page illustrates the conceptual water system for the Master Plan area.

Backbone water infrastructure will be located in North Waring Road and East Tuolumne Road. A main line, consisting of 18-inch pipe, will be installed in North Waring Road and will connect to the existing system in East Hawkeye Avenue. This 18-inch line will be oversized to provide a future connection to the City's future surface water supply. The difference in cost between this 18-inch pipe and the 10-inch pipe that would normally be needed to serve the project is eligible for reimbursement by the City. An existing 10-inch pipe located in East Tuolumne Road will be extended east to connect to the 18-inch main. These two pipes will provide connection points for future pipes within the new roadways of each neighborhood.

The actual alignment of project specific water distribution pipes will be determined by the alignment of future roadways. Figure 4-1 illustrates a conceptual water system consistent with the conceptual circulation plan shown in 2-1, however these alignments may be modified to be consistent with future tentative map proposals. The conceptual system as shown, will consist of 10-inch pipes and 8-inch pipes in through streets and through portions of the multi-use trail. Additional 6-inch pipes will serve residences located in cul-de-sacs. Additional connections to the existing water system will be required to loop the water system as shown in North Daubenberger Road.

The City has indicated a possible need for a future domestic well to serve this portion of the City. Although the actual location of this future well has not been determined, the Master Plan area has been identified as one possible location. The Conceptual Water Plan assumes that this well will be located on an alternate site, however, future development may be required to dedicate land for this purpose.



WATER PLAN LEGEND

- Existing Water
- Project Water
- Backbone Water
- Connections to Existing Water

Figure 4-1
Conceptual
Water Plan

4.3 Sewer

The City of Turlock provides sewer service throughout the City. Sewer service includes collection, transmission and treatment of wastewater through a series of gravity trunk lines and a wastewater treatment plant. This system will be expanded to include the Master Plan area. The Master Plan offers two alternative conceptual plans consistent with the Conceptual Circulation Plan shown on page 9.

Option One

Option One is shown as Figure 4-2 on the following page. In Option One, The smaller parcels in the northwest corner of the Master Plan area will be served by a system of pipes that tie directly into an existing main in North Quincy Road. The remaining northerly portion of the Master Plan area will be served by a series of pipes that direct wastewater south to an 8-inch main line in East Tuolumne Road and then east into an oversized 12-inch main line in North Waring Road. The southerly portion will be served by a series of pipes that direct water east into the same 12-inch main line. This main line has been oversized and extended in North Waring Road to the northerly boundary of the Master Plan area in order to provide relief of overcharging in other lines that the Denair Community Services District utilizes. The difference in cost between an 8-inch line, which would normally be required for the project, and the costs for the entire oversized 12-inch line in North Waring Road is eligible for reimbursement from the Denair Community Services District.

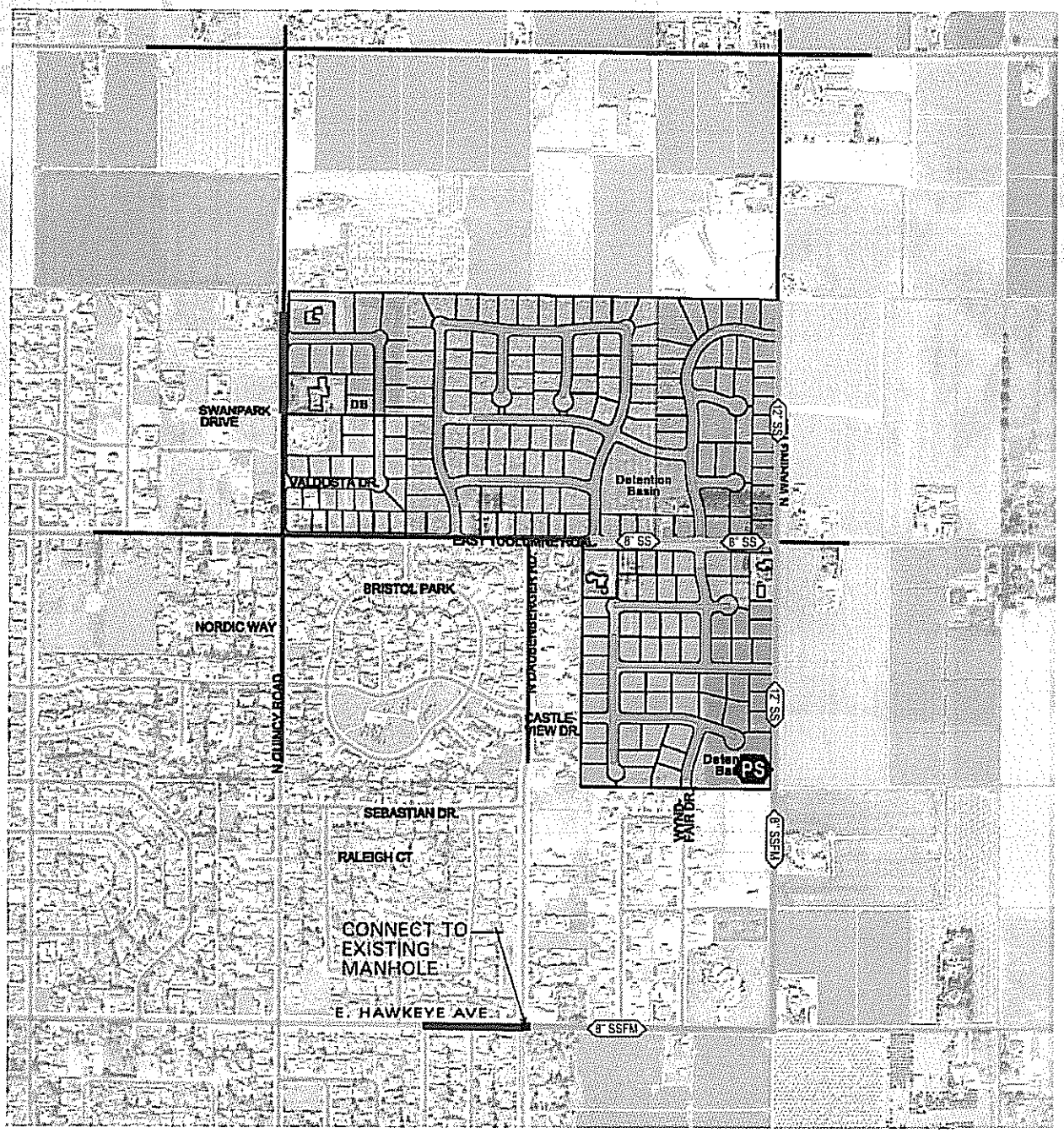
Once wastewater has entered the North Waring Road main line, it is then directed south to a pump station. The conceptual plan shows this pump station located at the southeast corner of the Master Plan area, however the actual location will be determine by the Tentative Map. Prior to installation of the sanitary sewer system, land will need to be dedicated to the City to provide an area for the pump station's construction. The actual location of this pump station will be largely determined by the availability of this required land.

After water leaves the pump station, it is then distributed into an 8-inch force main that travels south and then turns west, down East Hawkeye Avenue, to connect to the existing pipe system.

Option Two

Option Two is shown as Figure 4-3 on the following pages. In Option Two, the smaller parcels in the northwest corner of the Master Plan area are also served by a system of pipes that tie into an existing main in North Quincy Road. The remainder of the northerly portion of the Master Plan area will be served by a series of pipes that direct wastewater south to an 8-inch main in East Tuolumne Road. The southerly portion will be served by a series of pipes that direct wastewater east into the same 8-inch main. The North Waring Road main will not be oversized, nor will it be extended to the northerly boundary to serve properties to the north as it was in Option One. Once wastewater has entered the North Waring Road main line, it is then directed south to a pump station. The conceptual plan shows this pump station located at the southeast corner of the Master Plan area, however the actual location will be determined by the Tentative Map. Prior to installation of the sanitary sewer system, land will need to be dedicated to the City to provide an area for the pump station's construction. The actual location of this pump station will be largely determined by the availability of this required land.

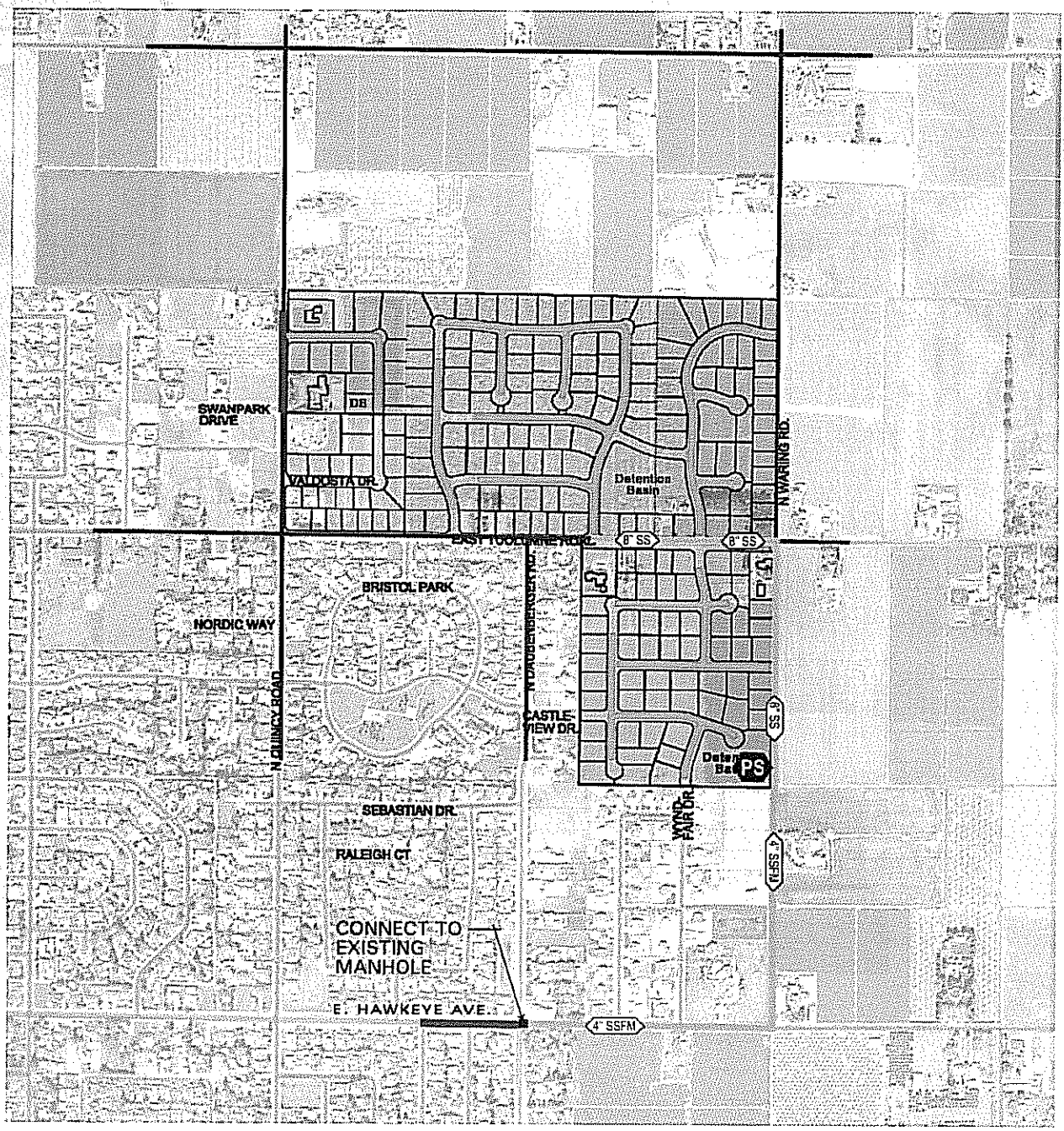
After wastewater leaves the pump station, it is then distributed into a 4-inch force main that travels south and then turns west, down East Hawkeye Avenue, to connect to the existing pipe system.



SANITARY SEWER PLAN LEGEND- Option 1

- Existing Sewer System
- Project Sewer System
- Backbone Sewer System
- PS Pump Station

Figure 4-2
Conceptual Sanitary
Sewer Plan - Option 1



SANITARY SEWER PLAN LEGEND- Option 2

- Existing Sewer System
- Project Sewer System
- Backbone Sewer System
- PS Pump Station

Figure 4-3
Conceptual Sanitary Sewer Plan - Option 2

4.4 Storm Water

The City's existing storm water system consists of a series of pipes and detention basins that ultimately release storm water into the Stanislaus River. Catch basins located in streets collect storm water and direct it into pipes within roadways. If the downstream pipes have adequate capacity, this water is then directed through pipes into the overall City storm drain system. In the event of a large storm, however, downstream pipes may not have enough capacity and water is then directed to detention areas and stored within the basin using a control structure. Once downstream pipes regain capacity, the control structure is opened and storm water in the detention basin is released into the overall City storm drain system.

Due to limited capacity of the City's existing system and to maintain water quality within the Stanislaus River, the City of Turlock requires all projects to provide on-site detention facilities capable of storing storm water equal to a 2-inch depth over the entire project site. Based on these requirements, the development within the Master Plan area will need to provide detention facilities capable of storing approximately 15 AF of storm water. The actual size and location of these detention facilities will be determined during the Tentative Map process. The location of detention facilities will depend largely upon the ultimate design of each neighborhood and the availability of land available for detention facilities. Detention facilities may include one large basin that serve the entire area or may consist of smaller basins that serve individual development areas.

Figure 4-4 demonstrates a Conceptual Stormwater System Plan consistent with the Conceptual Circulation Plan. The Conceptual Plan assumes that each area will develop separately. The Conceptual Stomwater System Plan shows 3 separate detention areas, one for each major development area within in the Master Plan area.

Area A

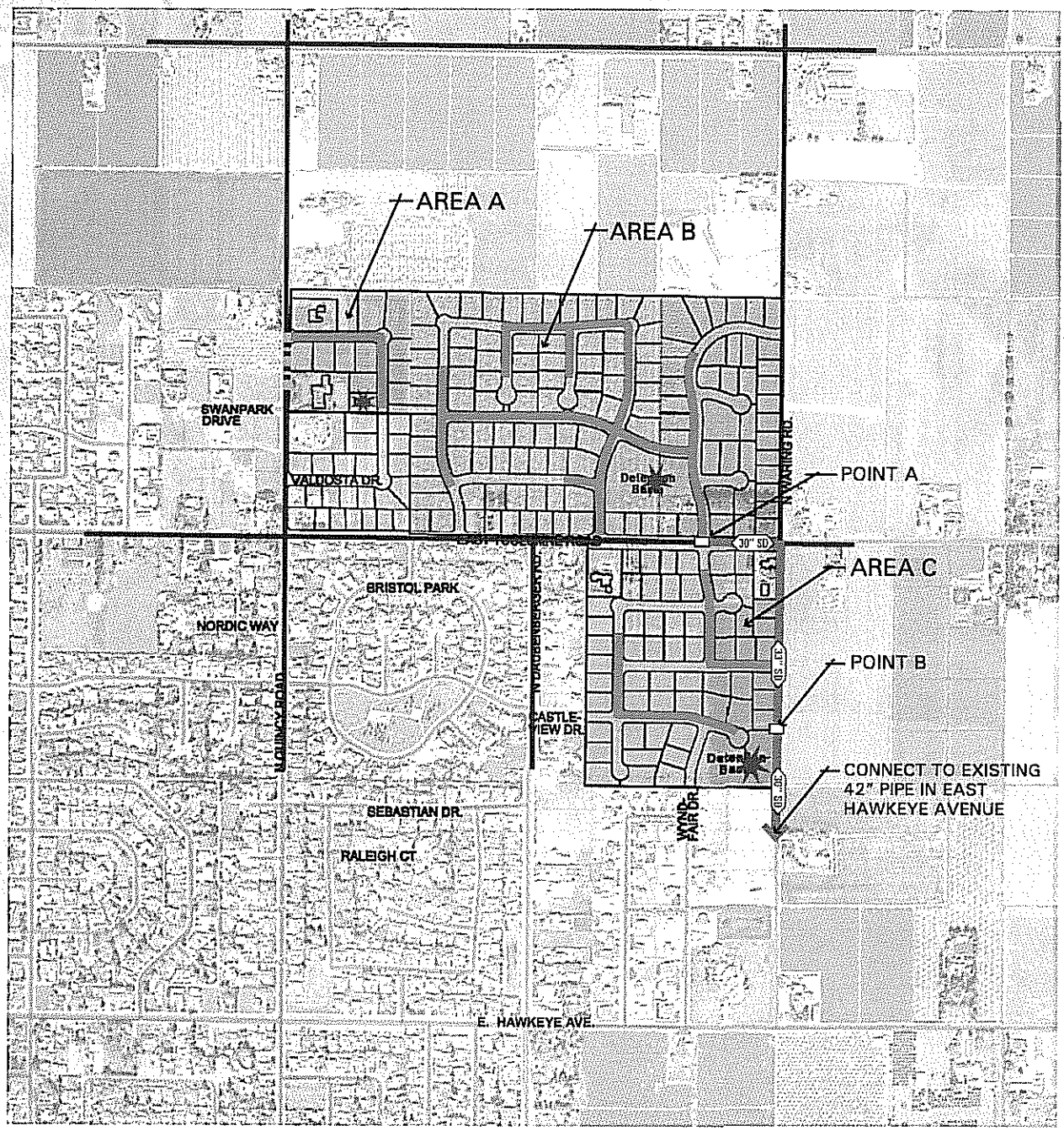
Area A consists of the smaller parcels in the northwest corner of the Master Plan area. Storm drain pipes convey water south to a small detention area. When downstream pipes have sufficient capacity, storm water can then be released into the City's existing storm drain system in North Quincy Road.

Area B

Area B contains most of the Northerly Master Plan development area. Storm drain pipes convey water to a large detention area near the center of the site. When downstream pipes have sufficient capacity, storm water can then be released into a 30 inch storm drain pipe in East Tuolumne Road which will turn south in North Waring Road and feed into a 33-inch storm drain pipe. The 33-inch storm drain pipe will continue south in North Waring Road, turn west in East Hawkeye Avenue and connect to the City's existing storm drain system in East Hawkeye Avenue.

Area C

Area C includes all portions of the Master Plan area south of East Tuolumne Road. Storm drain pipes will convey water to a detention area in the southeast corner of the site. When downstream pipes have sufficient capacity, storm water can then be released into a 33-inch storm drain pipe in North Waring Road. The 33-inch storm drain pipe will continue south in North Waring Road, turn west in East Hawkeye Avenue and connect to the City's existing storm drain system in East Hawkeye Avenue.



STORM PLAN LEGEND

- Existing Storm Drain
- Project Storm Drain
- Backbone Storm Drain
- Detention Basin w/Contol Structure

Figure 4-4
Conceptual
Storm Drain Plan

4.5 Police Service

The City of Turlock Police Department provides emergency response, traffic control, animal control, crime prevention and crime investigation as part of its law enforcement program. Once the Master Plan area has been developed, the police department will expand its service area to include this portion of the City. The design of future Master Plan neighborhoods should be designed to provide safe environments with easy access and visibility for police patrolling. To achieve this end, the Master Plan encourages walkways and trails be located along roadways and prohibits these facilities to occur in areas behind homes where they are not easily visible to neighbors and police.

4.6 Fire Service

The City of Turlock Fire Department responds to medical emergencies, fires, hazardous materials spills, public assistance and other emergency calls while managing various operational programs including emergency vehicle management, emergency equipment management, map development, pre-fire planning and facility operations. The Turlock Fire Department also provides fire prevention services and employee training services.

The Turlock Fire Department operates four stations within the City. Each station operates 24 hours a day, 7 days a week. The entire department employs over 60 personnel, with 11 personnel on duty at all times between the four stations. In addition, an off duty Division Chief is assigned Duty Chief to respond to all structure fires and other major emergencies.

The City of Turlock Fire Department will provide fire protection services to the Master Plan area. Fire Station Number Three, located on East Monte Vista Avenue is the nearest station to the Master Plan area and is located approximately 1.87 miles away. The City of Turlock Fire department considers 3.5 minutes a reasonable response time to respond to fire emergencies in the City. The Master Plan area is located just outside of this response time; therefore the Fire Marshall may require future development within the Master Plan area to provide appropriate mitigation. Mitigation may include the installation of fire sprinklers in homes or other design features to be determined by the Fire Marshall as a condition of Tentative Map approval.

Chapter 5 - Financing and Implementation

5.1 Implementation

The East Tuolumne Master Plan will be implemented through the City of Turlock's development review process. This process requires developers to propose development plans in the form of Tentative Maps and Architectural and Site applications that must be reviewed by City staff and approved by the Planning Commission and City Council. The Master Plan serves as a tool City Staff, Planning Commission and City Council can use to determine if proposed development plans are consistent with the vision for the Master Plan area. This vision requires development proposals maintain the Master Plan area as a rural neighborhood that serves as a transition to County lands to the north and east. Although some flexibility is permissible if a project meets the overall intent of the Master Plan, development proposals should substantially conform to the policies and guidelines set forth in previous chapters.

5.2 Approval Process

The following section describes the various steps in the development and approval process

5.2.1 Environmental Review

As required by the California Environmental Quality Act (CEQA) the Master Plan will need to undergo environmental review to evaluate the project's impact on the environment. During the Initial Study process, the City or the City's environmental consultant will evaluate impacts to habitats and species found within the Master Plan area as well as conformance with the General Plan and other City documents, impacts on archeological and historic resources, and impacts to air quality. In order to determine impacts on air quality, a traffic analysis will also need to be completed to determine how many vehicle trips the project will generate per day. Due to the low intensity of development proposed by the Master Plan as well as preliminary analysis of the site, it is anticipated that the Master Pan will not result in any significant impacts.

If the Initial Study fails to result in significant impacts or if the project's impacts can be mitigated to less than significant, the City will issue a Notice of Intent to adopt a Negative Declaration or Mitigated Negative Declaration. The Negative Declaration or Mitigated Negative Declaration will be subject to a public review period, during which time the public and any other public agencies will have an opportunity to review the document and provide comments. The Negative Declaration or Mitigated Negative Declaration will need to be adopted by City Council as part of the Master Plan's approval.

5.2.2 Master Plan Adoption

The East Tuolumne Master Plan shall be adopted by ordinance similar to a rezoning application. The Master Plan will establish the land use classifications, prezoning, development policies, development standards and design guidelines for the Master Plan area. These development policies and standards may differ from the standards and policies contained in the City's existing zoning code and shall supercede those established by the existing Zoning Ordinance. Development policies and standards not covered by the Master Plan shall be determined by the existing Zoning Ordinance.

5.2.3 Annexation

Prior to approval or recording of any subdivision maps within the Master Plan area, the City will need to annex the Master Plan properties into its corporate limits. Since the Master Plan area is already located within the City's Sphere of Influence, the City only need apply for annexation. Annexation requests are based upon the City's ability to provide public services and utilities and provide orderly development. The City has already conducted Municipal Service Reviews and the Master Plan Document provides the information required for Stanislaus County Local Agency Formation Commission (LAFCO) to determine whether to approve the annexation, including plans for providing public facilities and services within the Master Plan area.

5.2.4 Subdivision Approval Process

The subdivision approval process, governed by the Government Code and The City of Turlock Municipal Code, allows land to be subdivided and sold to future residents. Once the Master Plan properties have been annexed into the City, and the Master Plan has been adopted by resolution, property owners and developers seeking to develop within the Master Plan area may submit a Tentative Map and other development applications to the City of Turlock Community Development Division.

- Tentative Map: Proposed projects within the Master Plan area will be required to show street alignments, the configuration of lots, plans for all utilities and the location of proposed open spaces. These plans should be in substantial conformance with the design guidelines set forth by the Master Plan. The City may approve minor deviations from these guidelines and standards provided that the overall intent of the Master Plan is achieved.

- Architectural and Site Application: Proposed projects within the Master Plan area will be required to demonstrate that the project meets the architectural and landscape design guidelines set forth in the Master Plan document. This includes conformance with all required setbacks and development standards. The City may approve minor deviations from these guidelines and standard provided that the overall intent of the Master Plan is achieved.

- Right-to-Farm Disclosures: Developers within the Master Plan area will be required to provide future property owners with right-to-farm disclosures. The purpose of the right-to-farm disclosure is to inform homebuyers that they are purchasing property adjacent to existing agricultural lands and that farming activities may result in additional noise, odor, dust, insects, pesticide use and smoke. Homebuyers must acknowledge the adjacent farmer's right to continue these farming activities despite the adjacent residential development.

- Lighting and Landscape District (LLD) Disclosure: Developers within the Master Plan area will be required to disclose to future property owners that they are purchasing property within a Master Planned area and that they will be assessed annually through a Lighting and Landscape District (LLD) for financing the repair and maintenance costs associated with streets, the multi-use trail, street lights, storm drainage facilities, landscaping and other public facilities that directly benefit residents within the Master Plan area.

5.3 Financing and Maintenance

All improvements within the Master Plan area, including roadway construction and utility installation, will be financed solely by private developers. Some design and construction costs, such as those that have either been oversized to accommodate other areas and future growth or those that have already been planned by the City's General Plan, are eligible for reimbursement by the City or the Denair Community Services District (See Utilities Chapter).

Long-term maintenance of improvements within the Master Plan area will be financed through a Landscape and Lighting District (LLD). Residents will be assessed a tax that specifically finances operation, maintenance and servicing of roadways, street lights, traffic signals, landscaping, parks and recreation facilities. The LLD will also finance the operation, maintenance and servicing of the detention facilities. The assessment rate and structure of the LLD will be determined by the City Council and shall be based on operation and maintenance budgeting needs for the Master Plan area and the total number of assessable units.

PLANNING COMMISSION STAFF REPORT
OCT. 16, 2014

ATTACHMENTS INCLUDE:

#1 – Figure 1-2 Master Plan Properties

#2 – East Tuolumne Master Plan Draft Amendment

#3 – Initial Study Checklist

Exhibit A – Planning Commission Resolution 2014-11 & 2014-12

AGENDA REPORT 10/16/2014
General Plan Amendement 2014-01, Rezone 2014-01
EAST TUOLUMNE MASTER PLAN AMENDEMENT (ETMP)

TO: Planning Commission

FROM: Katie Quintero – Associate Planner

SUBJECT: EAST TUOLUMNE MASTER PLAN AMENDEMENT (ETMP) – GPA 2014-01 & Rezone 2014-01

APPLICATION SUMMARY **DATE FILED:** February 11, 2014

1.	APPLICANTS:	Ron Katakis & Chris Hawke
2.	OWNER:	Various (see attached)
3.	LOCATION OF PROPERTIES:	East Tuolumne Road between North Quincy and North Waring Roads.
4.	ASSESSOR'S PARCEL NUMBER:	073-013-015, 016, 009, 010, 003, 004, 073-016-006, & 007
5.	AREA OF PROPERTY:	100 acres (approx.)
6.	EXISTING ZONING:	Residential Estate (RE) & Planned Development 255 (PD 255)
7.	GENERAL PLAN DESIGNATIONS	Very Low Density Residential
8.	PREVIOUS ACTIONS:	Prezone 2005-01, VTSM 2006-02, VTSM 2006-04, Rezone 2006-04, Planned Development 255
9.	REQUEST:	To amend the East Tuolumne Master Plan to allow for the re-designation of two of the parcels in the Master Plan area from Very Low Density Residential to Low Density Residential.
10.	CEQA RECOMMENDATION:	Mitigated Negative Declaration
11.	STAFF RECOMMENDATION:	Approval

HISTORY

In 2005, the City Council adopted the East Tuolumne Master Plan and approved the pre-zoning and annexation of the approximately 100 acres in the plan area. The ETMP designated all of the properties in the Master Plan area as Very Low Density Residential allowing for single-family development at a maximum density of three (3) dwelling units per acre. The City's base zoning district for the Very Low Density Residential General Plan Designation is Estate Residential (R-E), which mandates 14,500 square foot (1/3 acre) minimum lots.

Lots in the original ETMP were required to be at least 14,500 square feet in area except along East Tuolumne Road where lots may be reduced to approximately 10,000 square feet consistent with the precedent established in the Legends, Kensington Estates, Mooneyham Estates, and Southern Belle Estates subdivisions along this same section of East Tuolumne Road.

In 2006, a Planned Development and subdivision map was approved by City Council for parcel 073-013-004 to allow the creation of 40 residential lots, with an allowance for the lots along Waring Road to be reduced to a minimum of 10,900 square feet. This action would remove the Planned Development designation from this parcel and replace it with the Low Density Residential Zoning.

A subdivision map was also approved in 2006 for APN 073-013-003 which allowed for the subdivision of the approximately 40.76 acre parcel into 83 single-family residential lots ranging in size from 10,500 square feet to 24,000 square feet. Both of these subdivision maps are still active approvals which could be developed today in accordance with the existing Master Plan.

PROJECT SUMMARY

Location

The ETMP is a 100 acre area comprised of eight (8) properties located at the City's eastern edge generally along East Tuolumne Road between North Quincy and North Waring Roads. The site adjoins the Southern Belle Estates approved by the Planning Commission in March 2003. To the south of the project site are single-family homes. To the north and east are rural residential and agricultural lands.

Project Request

The applicant is requesting an amendment to the Master Plan, a change in General Plan designation and rezoning of two of the parcels in the Master Plan area to Low Density Residential to allow for the properties to develop at a density of 3-4 units per acre instead of the maximum density of three units to the acre. This will increase the number of residential lots on the Parcel #73-13-04, from the previously approved 40 lots to approximately 60 lots. Parcel #73-13-03 will increase the number of residential lots from 83 to 132, for an overall increase of approximately 69 lots between the two

parcels. The other parcels in the Master Plan area are not being re-designated and will still be zoned Residential Estate.

The chart below summarizes the difference in standards between the current Residential Estate zoning, the Low Density Residential Zoning district as proposed in the Master Plan Amendment and the standard Low Density Residential Zoning District.

Zoning Designation	**RE**	**ETMP RL**	**Standard RL**
Density (units per acre)	.2-3 units per acre	3-4 units per acre	3-7 units per acre
Minimum Lot Area	14,500 square feet *may reduce to 10,000 sq min along E Tuolumne Road	7,000 square feet	5,000 square feet
Lot width	90 feet	60 feet	55 feet
Lot Depth	100 feet	90 feet	90 feet
Minimum Front Yard & Corner Side Yard Setback	20 ft -porch 25 ft-living space 1st story 30 ft-living space 2nd story 35 ft-garage *Increases 15 ft along N. Waring Rd	15 ft-porch 20 ft – living space 25 ft- garage *Increases 15 ft along N. Waring Rd	15 ft
Minimum Rear Yard Setback	30 ft-primary building 10 ft- garage *Increases 15 ft along Waring & 10 ft when adjacent to agriculture or urban reserve	10 ft-primary building 10 ft-garage **Increases 15 ft along Waring & 10 ft when adjacent to agriculture or urban reserve	10 ft
Interior Side Yard	10 ft- porch, living space & garage *may be reduced 5ft along E. Tuolumne Road	5 ft-porch, living space, garage	5 ft

Changes from Original Plan

In addition to the changes shown in the chart above there are a few other changes proposed in the amended Master Plan document described below.

The original plan included a multi-use trail through the middle of the development. This was shown in the previous General Plan, but was eliminated in the 2012 General Plan update. The General Plan Bikeways plan replaced the multi-use train with a future Class I bikeway that will match the future expressway alignment that will potentially run to the east of the Master Plan area, although the exact alignment has not been determined. In conformance with the General Plan, the Amended Master Plan area has Class II and Class III bikeways within the plan area.

Also in the Circulation section of the Master Plan, the street section details have been updated to comply with the new General Plan street sections, and to more accurately account for exiting improvements that were not accounted for in the previous layouts. These street sections are described on pages 12- 19 of the amended Master Plan document.

In the Design section of the Master Plan lots will no longer be allowed to front onto Waring Road in conformance with the General Plan agriculture buffer standards. A drainage swale will no longer be installed along the western side of Waring Road. This area will be improved with City standard curb, gutter and sidewalk. A drainage swale will be incorporated in the eastern side of Waring Road, as this is adjacent to agriculture property located out of the city limits.

The conceptual water, sewer, and storm plans have all been updated to accommodate the infrastructure needs of the plan area. The infrastructure layouts are described in the Public Facilities and Services section of the amended Master Plan document, on pages 38-44.

The original Master Plan document is available on the City of Turlock webpage at http://cityofturlock.org/citydepartments/developmentservices/planning/masterspecificplansdesignguidelines/easttuolumnemasterplan.asp
if you wish to view the entire original Master Plan document. The amended Master Plan document is provided as attachment #2 to this staff report.

General Plan Consistency
The General Plan is intended to by a dynamic document. Master Plans are an implementing tool of the General Plan. When processing a General Plan Amendment it is important to analyze the guiding and implementing policies of the General Plan to determine if the amendment is consistent with the goals of the General Plan. Below is an analysis of General Plan Policies in relation to the proposed East Tuolumne Master Plan Amendment.

General Plan Policy 3.1-o identifies evaluating and updating the East Tuolumne Master Plan as a high priority. The General Plan explains that since the plans adoption the market conditions have not supported developing the land as very low density residential.

This Master Plan update satisfies this General Plan goal of evaluating and updating the East Tuolumne Master Plan. As part of this Master Plan update the fee nexus study will also be updated. The increase in the number of total lots in the Master Plan area will decrease the impact fee cost for each lot in the Master Plan area which should help make development in this Master Plan area more economically feasible.

General Plan Policy 7.2-e says that we should "require development at densities higher than typical in recent years in order to limit conversion of agricultural land and minimize the urban/agriculture interface.

This Master Plan Amendment increases the density and the number of housing units from what was previously approved. This helps the City of Turlock to meet our housing needs while not requiring the conversion of any additional agricultural land than has already been approved for development.

The General Plan describes the purpose of East Tuolumne Master Plan area as *creating a smooth transition from urban to rural land uses along the City's eastern border, while creating a distinct boundary between Turlock and Denair.*

To create this transition the original Master Plan called for large lots to create a rural, ranchette like area. This Master Plan update tries to find a balance between the General Plan policies that promote more compact, denser development with the goal of creating a buffer and a transition to the agricultural land and Denair to the east. The amended Master Plan allows for smaller lots and higher density than allowed for in the previous Master Plan, but it still requires larger lots than required in typical Low Density Residential subdivisions.

General Plan Policy 6.1-k calls for the implementation of an agriculture buffer design to minimize the impact of urban development near active agricultural operations...do not allow housing to front onto agricultural properties.

To achieve this buffer the lots along Waring Road will not be allowed to front onto Waring Road because of the agricultural land across the street. A wall will be constructed along Waring Road with a fifteen foot landscape bed adjacent to the wall to help enhance this buffer area. Lots along the northern edge of the Master Plan area which are adjacent to agricultural properties are also required to increase the rear yard setback by 10 feet to create additional distance between the living area and the agricultural land. In accordance with Municipal Code Section 5-24-04 the following Right to Farm Notice will be recorded on the title of each newly created lot in the Master Plan area.

"All persons purchasing lots within the boundaries of this approved map should be prepared to accept the inconveniences associated with agricultural operations, such as noise, odors, flies, dust or fumes. The City of Turlock has determined that such inconveniences shall not be considered to be a nuisance if agricultural operations are consistent with accepted customs and standards".

PUBLIC FACILITIES FINANCING - PLAN AREA FEE

The fee program already adopted for the East Tuolumne Master Plan will be updated to be consistent with the amended Master Plan. The increase in lots will lower the per lot development impact fee amount making development of the area more financially feasible than it has been under the existing fee program.

ENVIRONMENTAL REVIEW

Pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA), the City has reviewed the environmental impacts associated with the proposed amendment to the General Plan and rezoning of the subject properties. Based upon the analysis and information contained in the Initial Study prepared, it has been determined that no significant environmental impacts are associated with the proposed project. As part of this analysis KD Anderson & Associates prepared a traffic study to analyze the traffic impacts from the increased housing units. The traffic study found the increase in units did not create a significant impact to Level of Service standards in the area that could not be mitigated.

On September 9, 2014, a "Mitigated Negative Declaration" was prepared and posted with the Stanislaus County Clerk, stating that the mitigation measures proposed for the development would reduce any impacts to a less-than-significant level. Mitigation measures have been incorporated into the project as conditions of approval.

CONCLUSION

The General Plan identified evaluating and updating the East Tuolumne Master Plan as a priority. The proposed amendment seeks to balance the General Plan policies which identify this area as a buffer and transition area to the agricultural properties and Denair to the East, while also satisfying General Plan polices which promote increasing development densities to use land more efficiently to preserve agricultural land meet our housing needs. The proposed amendment increases densities and reduces lot sizes while still maintaining larger lot sizes and lower densities than found in typical residential areas to help create a transition to the rural edge. Staff recommends that the Planning Commission recommend the City Council adopt the amended ETMP.

RECOMMENDED MOTIONS

ENVIRONMENTAL DETERMINATION

I move that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the findings contained in Draft Planning Commission Resolutions 2014-11 and 2014-12.

MOTION RECOMMENDING THE CITY COUNCIL ADOPT THE AMENDED EAST TUOLUMNE MASTER PLAN, GENERAL PLAN AMENDMENT 2014-01 AND APPROVE REZONE 2014-01

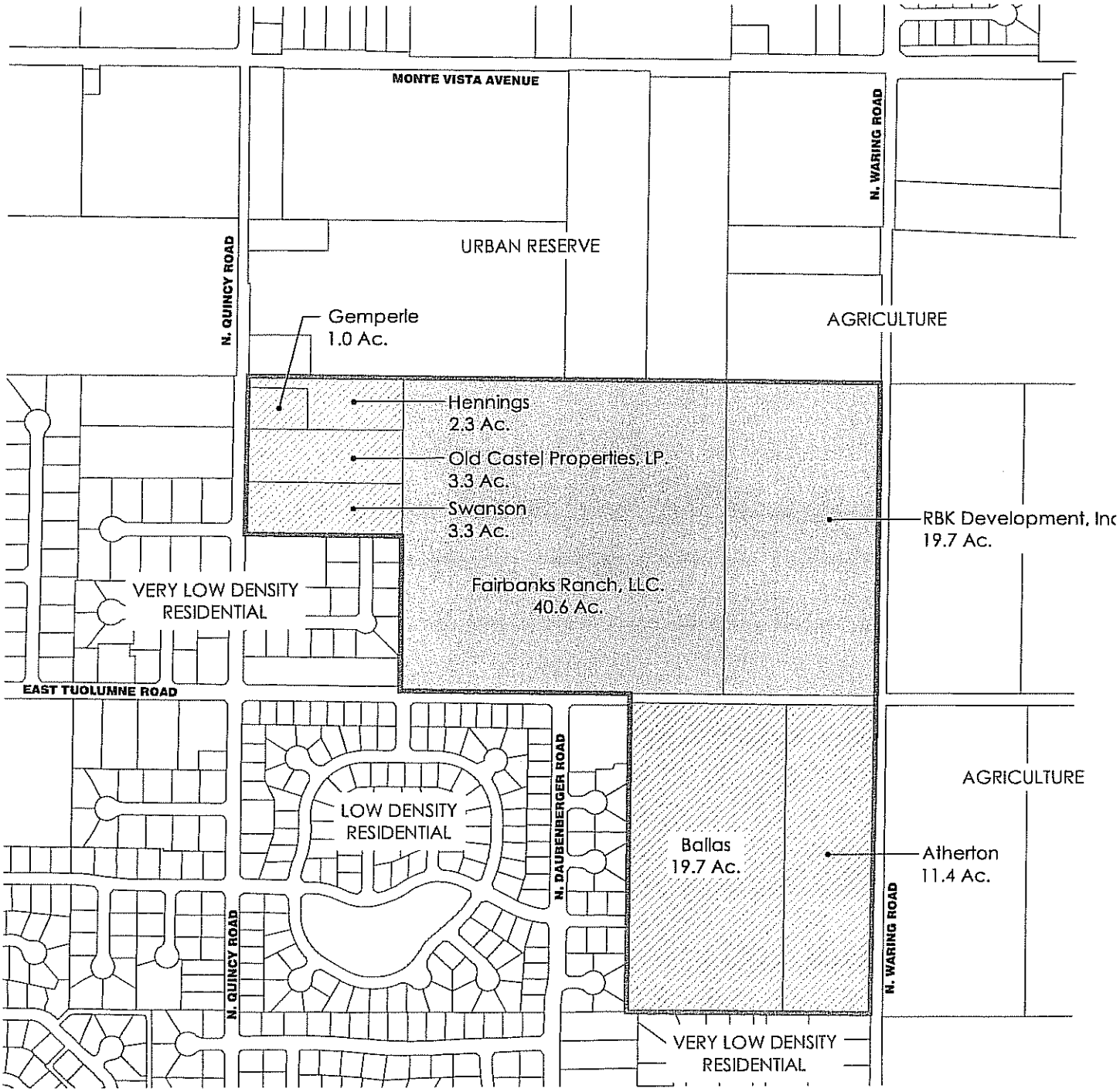
I move that the Planning Commission recommend the City Council adopt the Amended East Tuolumne Master Plan, General Plan Amendment 2014-01 and approve Rezone 2014-0, having determined that the appropriate findings can be made, subject to the conditions contained in Draft Planning Commission Resolutions 2014-11 and 2014-12.

ATTACHMENTS

1. Master Plan Property Owner Map
2. Daft Amended East Tuolumne Master Plan Document
3. Initial Study

EXHIBITS

A. Draft Planning Commission Resolution No. 2014-11 & 2014-12



LAND USE CATEGORY

- Low Density Residential
- Very Low Density Residential
- Planning Area Boundary

101.3 Total Acres

Figure 1-2
Master Plan Properties

ATTACHMENT 2

East Tuolumne Master Plan

City of Turlock, Ca

Adopted
December 13, 2005

Draft Amendment
October 16, 2014

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Master Plan Authors

The East Tuolumne Master Plan was originally prepared for the City of Turlock by William Hezmahalch Architects Inc.

This Master Plan Amendment has been prepared by City of Turlock Staff, with updated Figures provided by GDR Engineering Inc.

Chapter 1 - Introduction

1.1 Purpose

The City of Turlock is committed to community planning to create an attractive and pleasant living environment and enhance the quality of life for current and future residents. This is evident in the City's General Plan, which not only addresses basic land use, circulation and housing needs in accordance with state law, but also dedicates an entire Element to City Design. The East Tuolumne Master Plan's purpose is to implement the General Plan's goals and policies while further refining a vision for the Master Plan area, thus ensuring cohesive and attractive residential development.

The East Tuolumne Master Plan area is located at the easterly edge of the City limits. The City of Turlock General Plan designates this area for residential development and also recognizes this area as the City's urban-agricultural edge.

The General Plan, updated in 2012, identified evaluating and updating the East Tuolumne Master Plan area as a high priority. Since the Master Plan's adoption in 2005 market conditions have not supported developing the land with very low-density residential uses. Increasing the allowable density in this Master Plan area by re-designating two of the parcels to Low Density Residential, will reduce the per unit development impact fee cost and should help make development in this area financially feasible.

Another major theme of the Turlock General Plan is the preservation of farmland through more compact development.

The primary purpose of the East Tuolumne Master Plan update is to implement the General Plan's requirement for an agriculture buffer while also implementing the General Plan policy promoting more compact growth by increasing the number of lots to be developed than was allowed for in the original Master Plan.

This update will increase the units from approximately 200 to 278. This will increase the density while still maintaining larger lots than typically found in residential areas.

The City seeks to create a smooth transition from the more dense residential development in the west and south to the rural development within the County in the east and north, while allowing for slightly more dense development than the very low-density residental land use designation . The overall goal of the Master Plan is to establish a clear separation between Turlock and Denair and ensure that both remain distinct and independent communities.

The Master Plan intends to create neighborhoods with a rural character and strong sense of community. Rural areas are characterized by large estate homes, a variety of lot widths, traditional architectural styles, large setbacks, and open fencing. The Master Plan establishes design guidelines and development standards that not only ensure a consistent rural character throughout the Master Plan area but also ensure effective integration with existing neighborhoods.

The Master Plan provides a framework for developers to follow when preparing development proposals. Further, it establishes criteria for City staff and policy makers to use when evaluating the consistency and appropriateness of development proposals. In most cases, the standards developed in the Master Plan are consistent with existing citywide development standards. Where there is a discrepancy between citywide standards and standards within the Master Plan, it is intended that the standards within the Master Plan shall apply. The Master Plan does not seek to restrict development but rather seeks to enhance the quality and character of future residential development for this portion of Turlock.

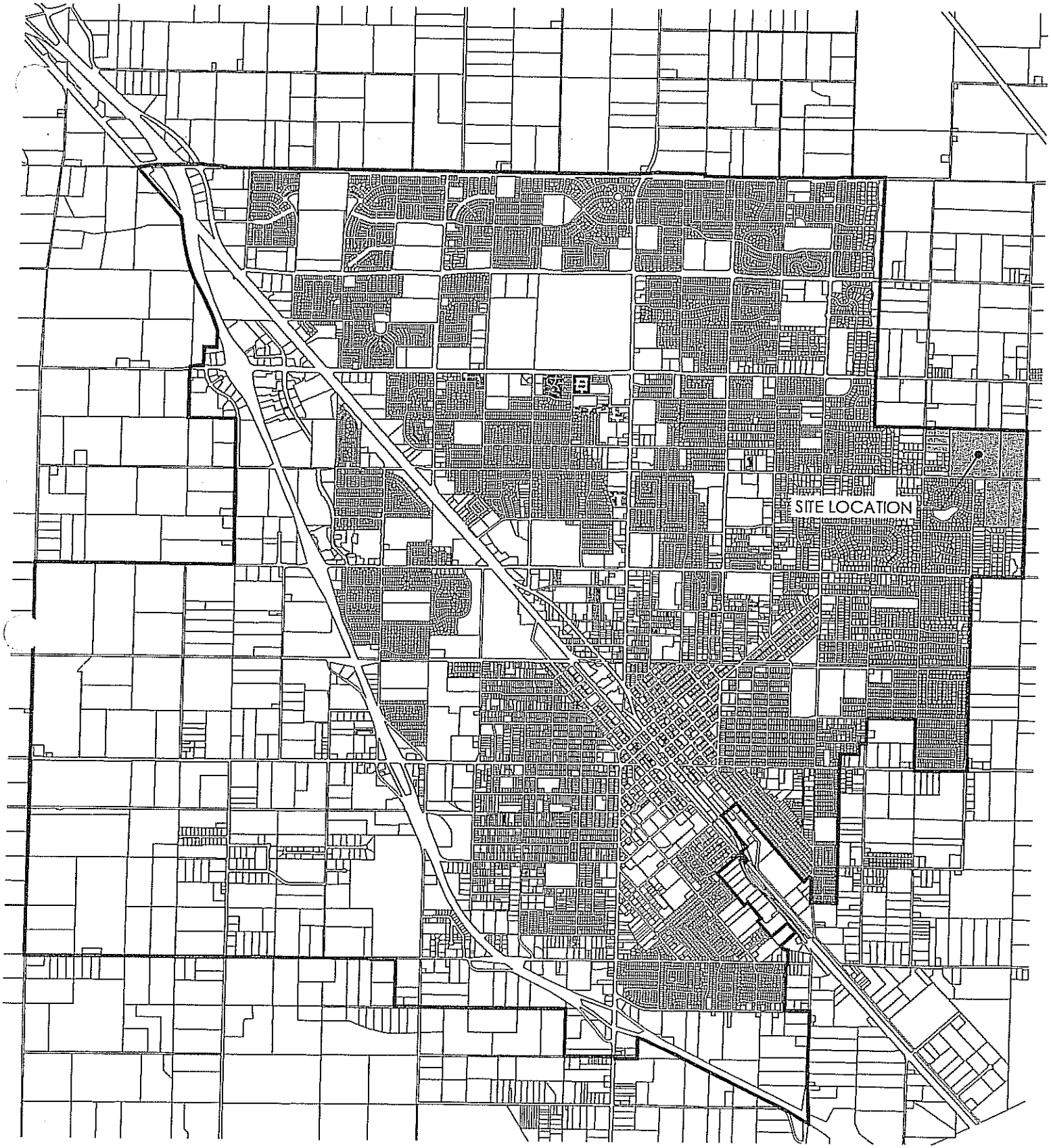


Figure 1-1
Master Plan Location Map

1.2 Planning Area

The City of Turlock is located in the southern portion of Stanislaus County along Highway 99. The 101.3 acre East Tuolumne Master Plan area was annexed into the City in 2006. The northern and eastern edge of the master plan area is the City limit, between North Quincy Road and North Waring Road. East Tuolumne Road runs through the planning area in an east-west direction dividing the planning area into two distinct sections. See Figure 1-1 on the previous page, which shows the location of the Master Plan area.

1.3 Master Plan Ownership

The Master Plan area consists of eight parcels, each individually owned. Two parcels located south of East Tuolumne Road total approximately 32 acres. The remaining six parcels to the north include one 19.7 acre parcel, one 40.6 acre parcel and four smaller parcels ranging from approximately 1-3 acres in size. See Figure 1-2 on the following page, which shows the various Master Plan properties and their corresponding ownerships.

1.4 Existing Conditions

The Master Plan area consists of relatively flat terrain and is utilized primarily for agricultural uses. A limited number of estate homes have been constructed in the planning area along North Quincy Road and East Tuolumne Road. The southerly portion of the site includes three houses and seasonal crops while the northerly portion of the site predominantly consist of seasonal crops.

The planning area is surrounded by low to very low-density residential development and agricultural lands. Existing low-density residential neighborhoods to the south and southeast consist of 5000 SF minimum lot subdivisions. Homes in these neighborhoods generally include production homes and custom homes of various height, mass and architectural style. As residential development continues toward the northerly and easterly city limits, residential subdivisions give way to larger custom estate lots on minimum 14,500 SF lots. Agricultural uses to the north include orchards and fallow fields. These lands are located outside the City limit but are within the City's Sphere of Influence. The City of Turlock's General Plan has designated this area as "Urban Reserve".

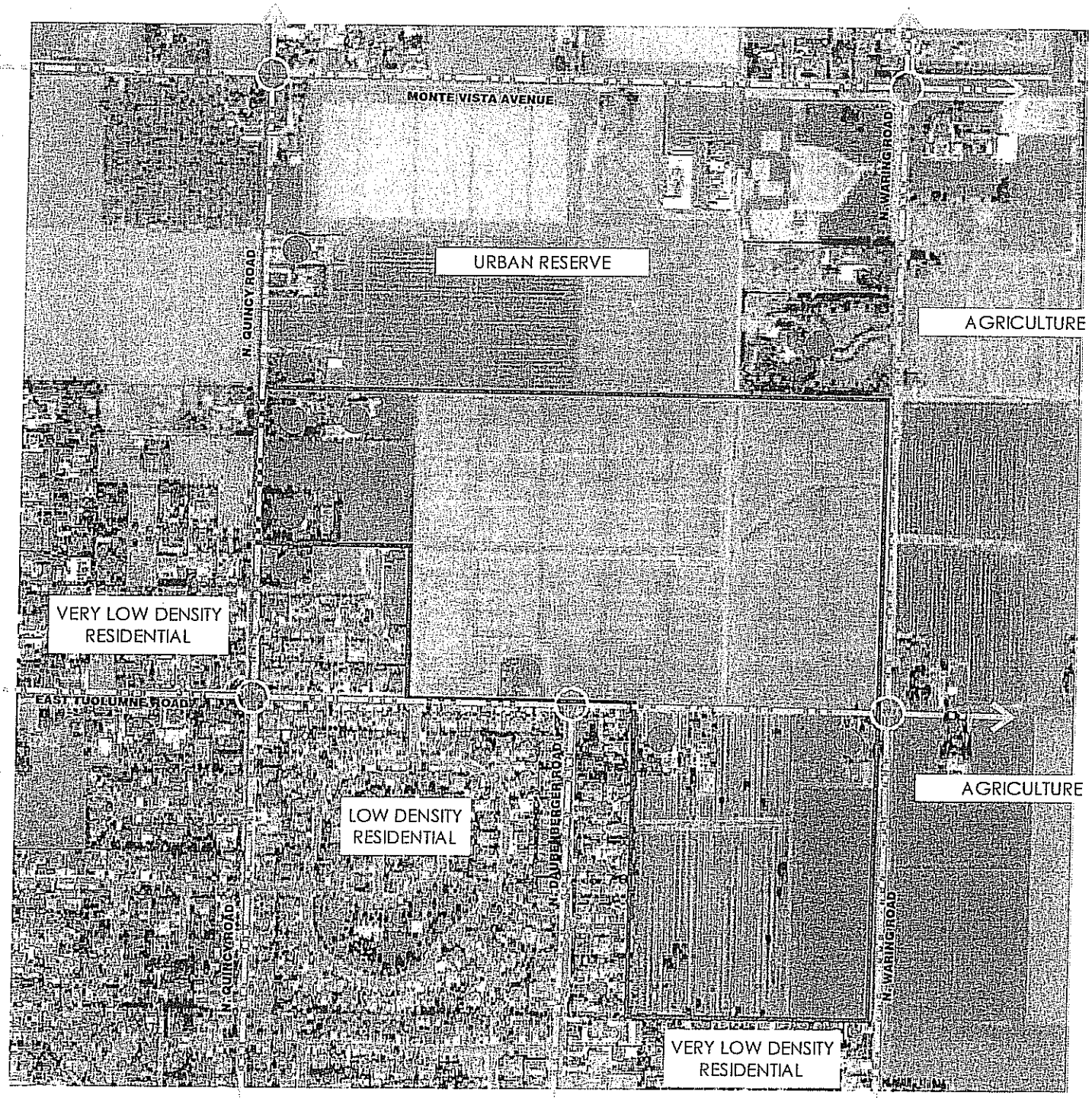
Agricultural uses to the east include vineyards and orchards, which are located outside both the City's corporate limit and Sphere of Influence. Figure 1-3 demonstrates the existing land uses and physical features within the Master Plan area and Figure 1-4 includes images of existing land uses within and surrounding the site. Both exhibits are shown on the following pages.

LAND USE CATEGORY

- Low Density Residential
- Very Low Density Residential
- Planning Area Boundary

101.3 Total Acres

Figure 1-2
Master Plan Properties

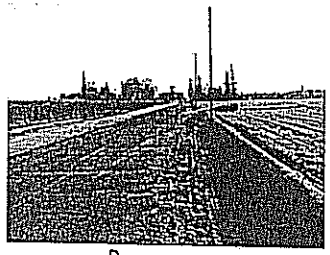


LEGEND

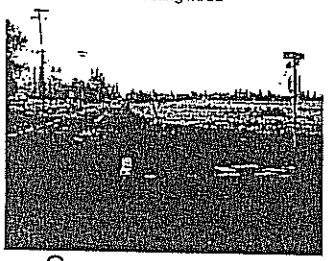
- Planning Area Boundary
- Existing Estate Home
- Existing Intersections
- Existing Roads

Figure 1-3
Existing Land Uses

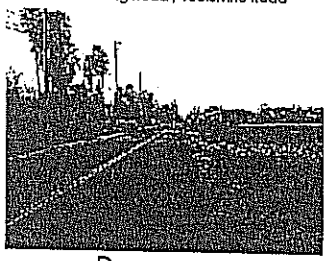
A



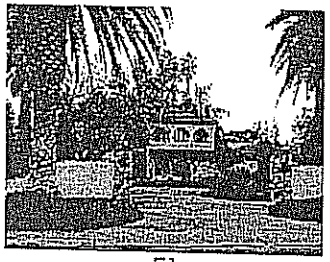
B Waring Road



C Waring Road / Tuolumne Road



D Tuolumne Road



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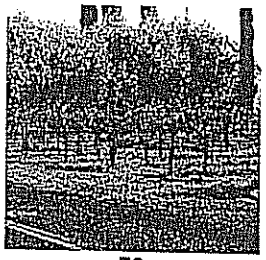

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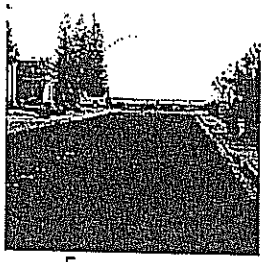
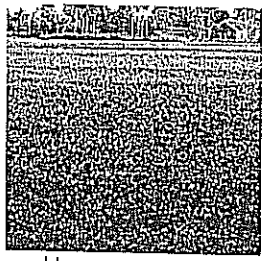
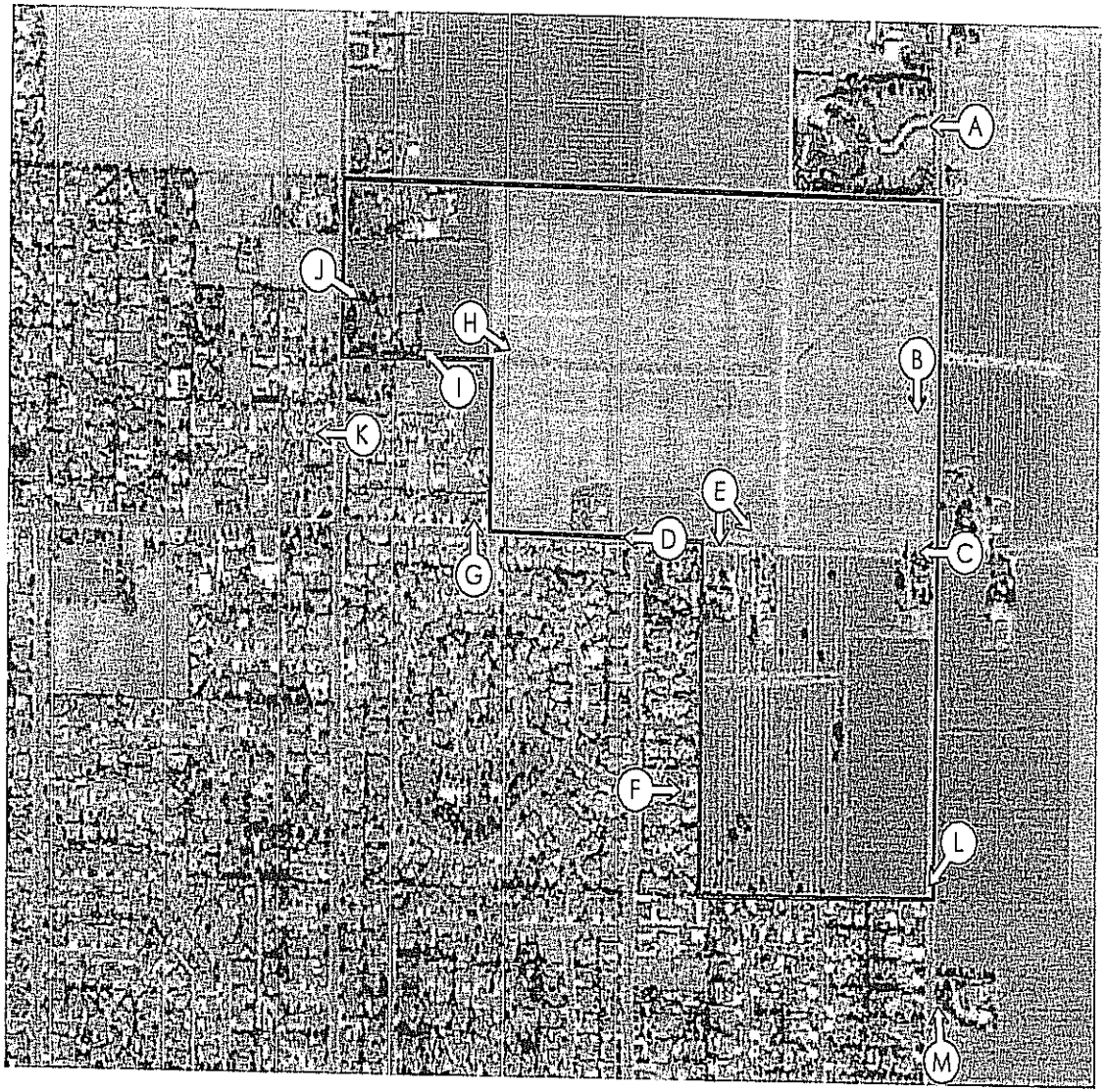


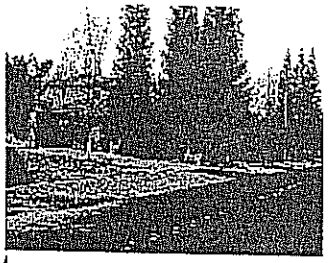
F Castleview Drive

G Existing Residence

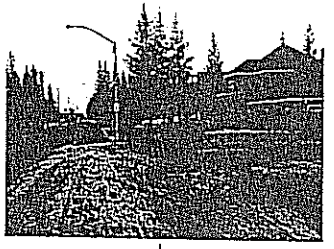


H Existing Site Conditions

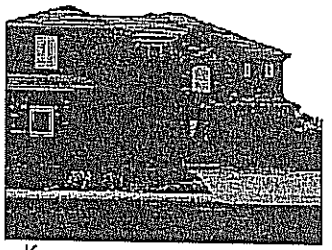




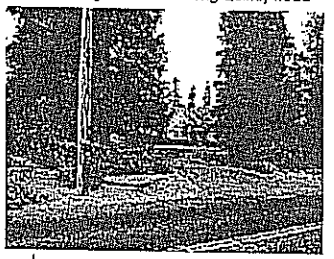
M Existing Low Density Residential on Waring Road



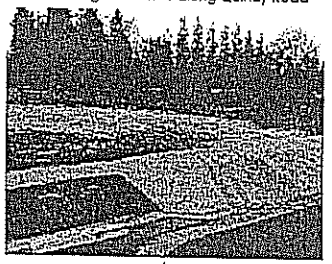
L



K Existing Residence along Quincy Road



J Existing Residence along Quincy Road



I

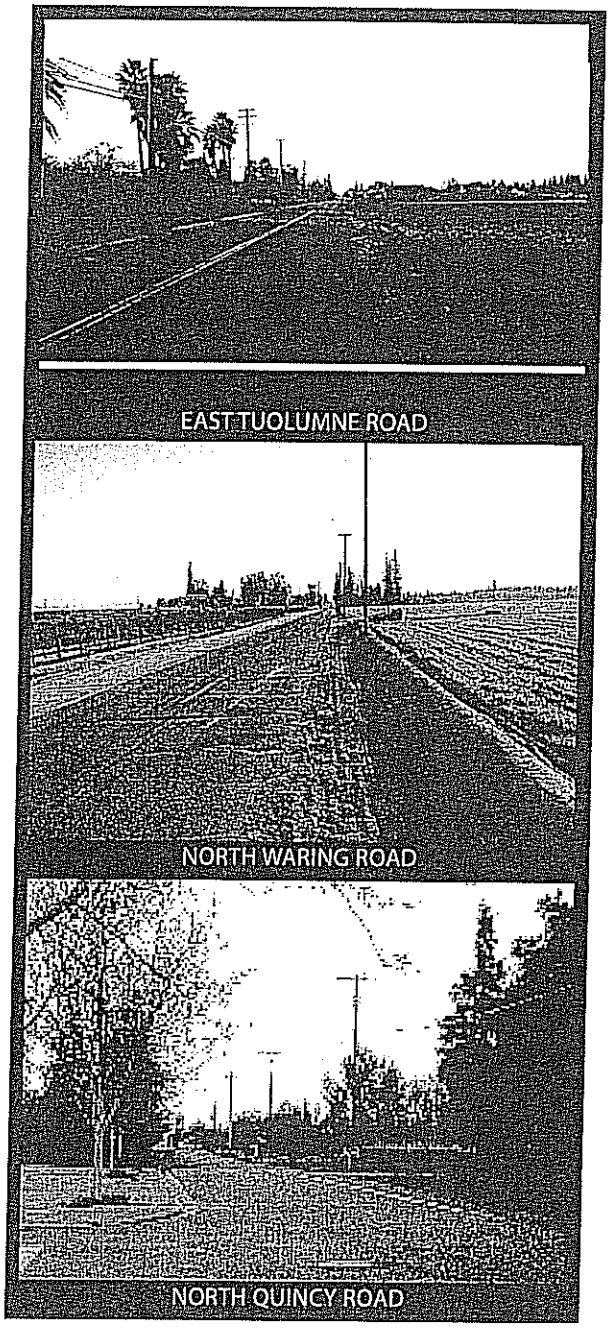
Figure 1-4
Existing Images

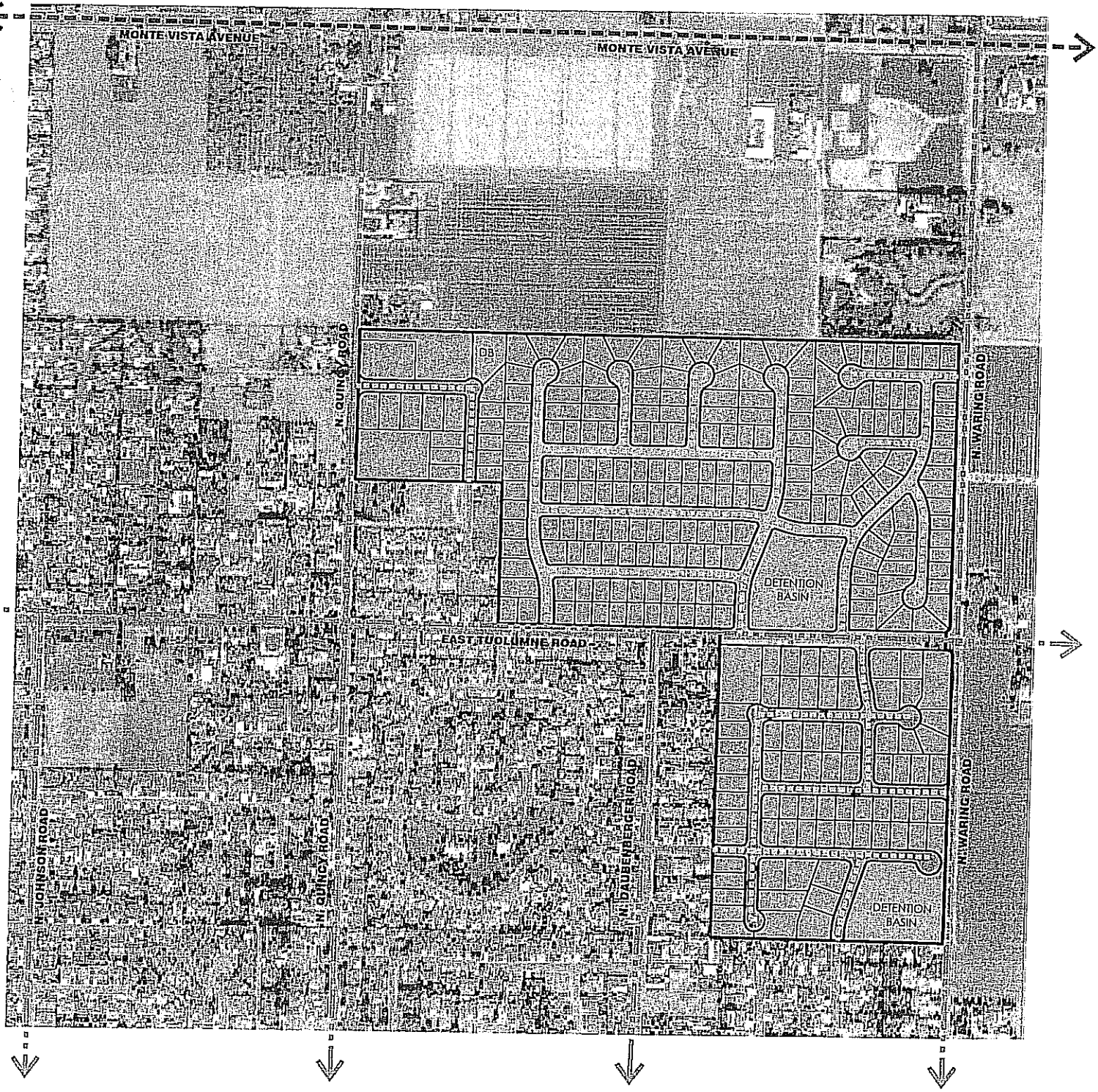
Chapter 2 - Circulation

2.1 Introduction

The planning area is currently served by three major roadways: East Tuolumne Road divides the Master Plan area in an east-west direction, North Waring Road serves as the project's easterly boundary, and North Quincy Road serves as the project's westerly boundary. The small residential subdivision adjacent to the northwest corner of the planning area provides a stub street connecting to the four smallest parcels.

The Master Plan proposes minor changes to the existing circulation pattern. These changes will primarily consist of frontage and intersection improvements as described in later sections of this chapter. New local roadways and intersections will be required to serve future residential development. See Figure 2-1 on the following page, which demonstrates the existing and proposed circulation pattern within and surrounding the Master Plan area.





GENERAL PLAN
VEHICULAR CIRCULATION

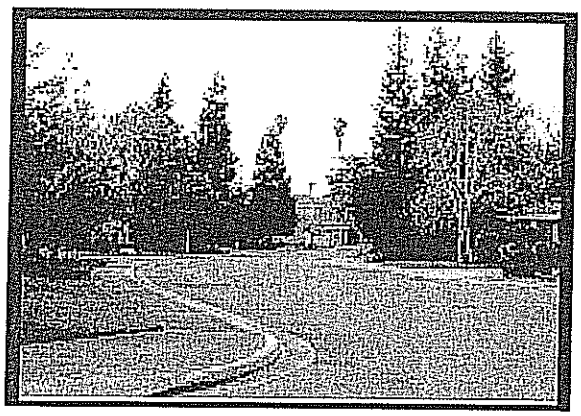
- Existing Arterial
- Existing 2-Lane Collector
  Includes Class II Bike Lanes (70' R.O.W.)
- Potential Future Local Road Alignment

Figure 2-1
Conceptual
Circulation Plan

2.2 Roadway Character and Circulation Design Guidelines

The Master Plan circulation network aims to provide an interconnected system of roadways, sidewalks and bike paths, unifying the various parcels into one neighborhood while allowing efficient movement of vehicles, pedestrians and bicyclists through the planning area. The following design guidelines are intended to provide a safe, efficient, and interconnected circulation system for the Master Plan area:

a. Streets should be curvilinear to enhance the streetscene, encourage reduced traffic speeds, and create a more rural atmosphere.
b. The circulation network should be designed to provide multiple vehicular and pedestrian connections between the various properties within the Master Plan area to establish the entire area as one unified neighborhood and encourage pedestrian or bicycle use as an alternative to vehicular use.
c. Cul-de-sacs should be minimized whenever possible.
d. All public streets shall be improved along the Master Plan area's frontage and dedicated to the City of Turlock.
e. The City of Turlock shall be responsible for the repair and maintenance of all public streets within the planning area.
f. North Waring Road and East Tuolumne Road shall be improved to include Class II bicycle lanes.
g. Sidewalks shall be provided on both sides of all local public streets within the planning area.
i. Landscaping within public right-of-ways shall be consistent with the landscape design guidelines provided in Chapter 3 of this Master Plan.
j. A Landscape and Lighting District (LLD) shall be established to maintain not only standard public improvements, but also entry monumentation, special paving, decorative lighting and other non-standard design elements.
k. Pavement sections for public streets shall be in accordance with minimum City standards and the requirements of the City Engineer.



2.3 Collector Streets

Collector streets are larger streets intended to serve higher volumes of traffic with multiple turning movements. Collector streets provide connections between heavily traveled arterials and local streets. Three collector streets currently serve the Master Plan area: North Waring Road, East Tuolumne Road, and North Quincy Road.

2.3.1 North Waring Road

Policy 6.1-k of the City of Turlock General Plan calls for the implementation of an "agricultral-urban buffer design to minimize the impact of urban development near active agricultural operations. This policy restricts housing from fronting onto agricultural properties. In accordance with this Policy, the Master Plan proposes a block wall along North Waring Road with no houses fronting onto North Waring Road. This will help to create a buffer between the urban edge and the agricultural uses across North Waring Road to minimize urban-agriculture conflicts.

The street section for North Waring Road consists of a 56'-foot right of way including two 12-foot travel lanes, two 5- foot Class II bike lanes and two 8-foot parking lanes. The west side of North Waring Road will have a 6' landscape strip and a 5' sidewalk within the right-of-way. A fifteen foot

public utility easement with on-site landscaping will be installed between the masonry wall and the sidewalk.

The east side of Waring Road will have a 3' swale. The swale-type drainage gutter with rock or gravel bottom is encouraged as an alternative to typical concrete curb and gutter in order to maintain a more rural appearance. Figure 2-2 on the following page illustrates the street section for North Waring Road.

2.3.2 North Quincy Road

The street section for North Quincy Road will consist of a 60-foot right-of-way including two 12-foot travel lanes, two 8-foot parking lanes, two Class III bike routes, 5-foot sidewalks, five-foot landscape strips on both sides, and City standard curb and gutter. The remaining street section will consist of landscaping as shown in Figure 2-3 on the following page.

2.3.3 East Tuolumne Road

East Tuolumne Road will be improved along the planning area's frontage to meet City standards and will include a Class II bikeway. Improvements to East Tuolumne Road will include dedication of additional right-of-way and the installation of curb, gutter and sidewalk along the planning area's frontage to be consistent with existing improvements to the west.

There are three different street sections for East Tuolumne Road to accommodate existing development, lots that front onto East Tuolumne Road and lots that back onto East Tuolumne Road.

Figure 2-4 shows the first street section for East Tuolumne Road that will extend from Tiverton Way up to APN 073-016-006 on the south side of the street where the exiting frontage improvements will remain. Figure 2-5 also shows the new improvements that will be installed along the north side of East Tuolumne Road for lots fronting onto East Tuolumne Road and the area adjacent to the drainage basin.

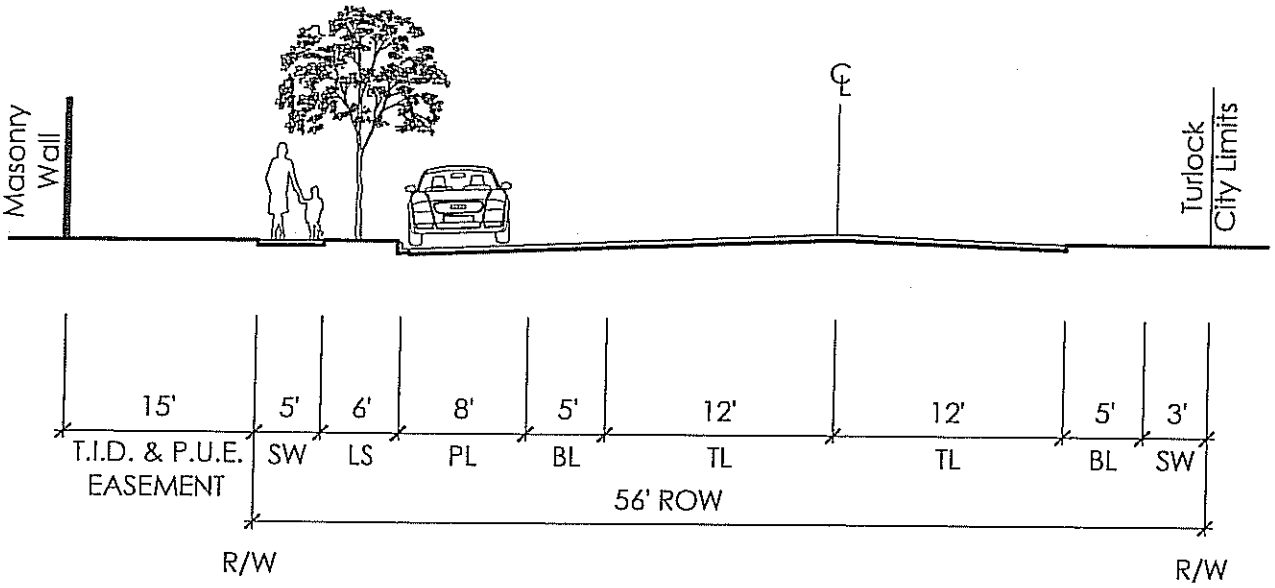
This section will consist of a 71-foot right-of-way including two 12-foot travel lanes, two 5-foot Class II bike lanes and two 8-foot parking lanes. The existing improvements on the south side of East Tuolumne Road consist of a 5-foot sidewalk and a 5-foot landscape strip and City standard curb and gutter. The improvements on the north side of East Tuolumne Road will include a 6-foot landscape strip adjacent to the parking lanes and a 5' sidewalk.

Figure 2-6 shows the improvements that will be installed along the south side of East Tuolumne Road along parcel 073-016-006 & 073-016-007 and the improvements on the north side of East Tuolumne Road for any lots fronting onto East Tuolumne Road and the area adjacent to the drainage basin.

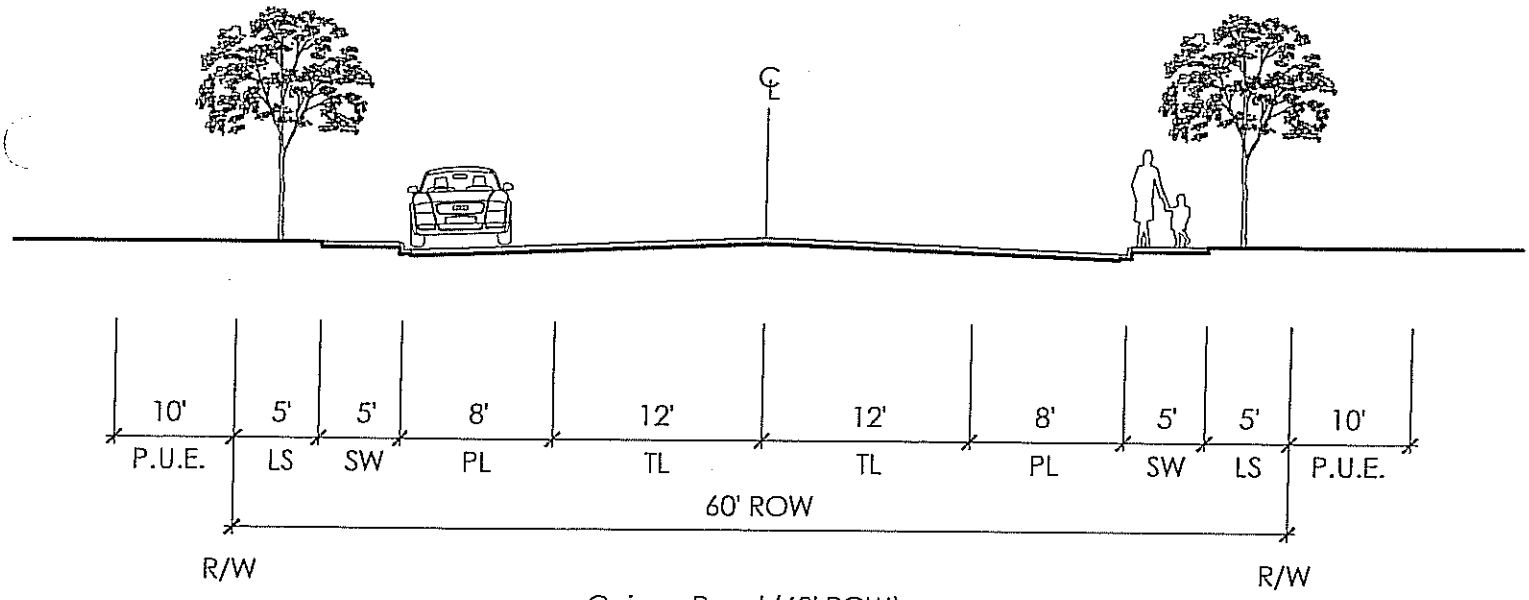
This section will consist of a 72-foot right-of-way including two 12-foot travel lanes, two five-foot Class II bike lanes, two 8-foot parking lanes, two six-foot landscape strips and two five-foot sidewalks.

Figure 2-7 will consist of the same improvements as Figure 2-6 with the exception of a 15-foot public utility easement that will be required along the properties on the north side of East Tuolumne Road that back onto the road with a masonry wall and adjacent to East Tuolumne Road. The masonry wall will be setback 15 feet from the public right-of-way and landscaping will be installed in this area.

2.4 Local Street



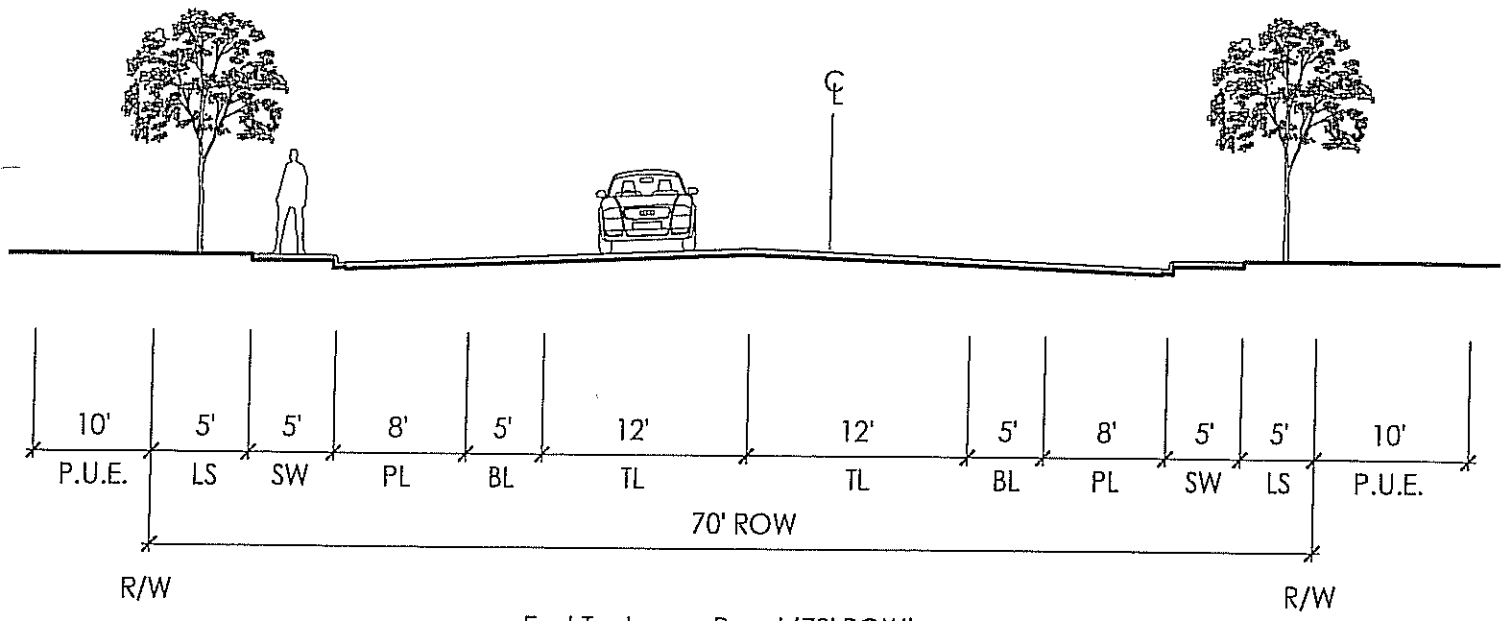
North Waring Road (56' ROW)
Figure 2-2



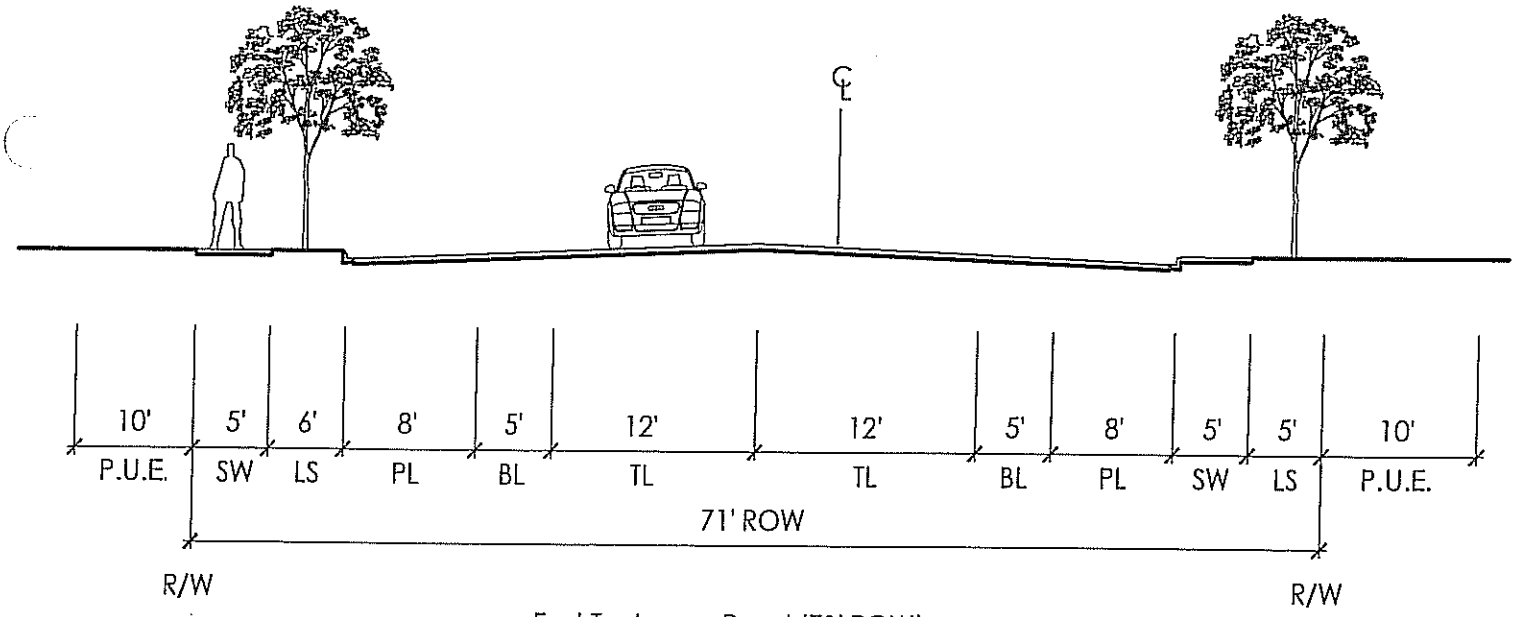
Quincy Road (60' ROW)
Figure 2-3

P.U.E.	Public Utility Easement
T.I.D.	Turlock Irrigation District
SW	Sidewalk
LS	Landscaping
PL	Parking Lane
TL	Travel Lane

STREET SECTIONS



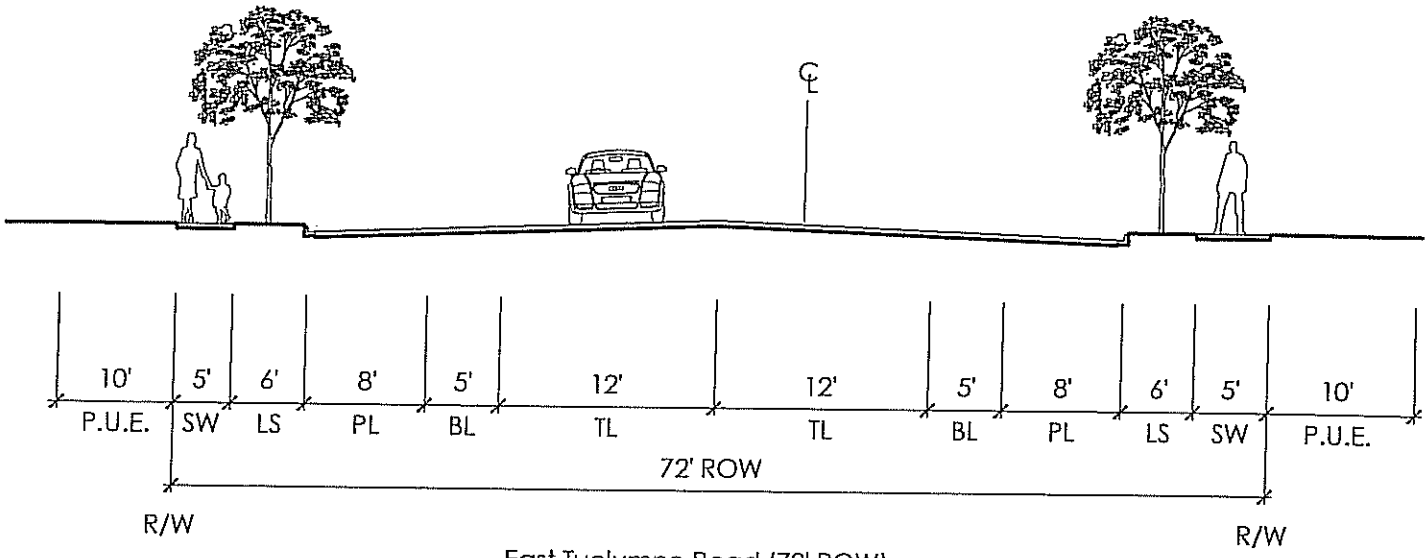
East Tuolumne Road (70' ROW)
Figure 2-4



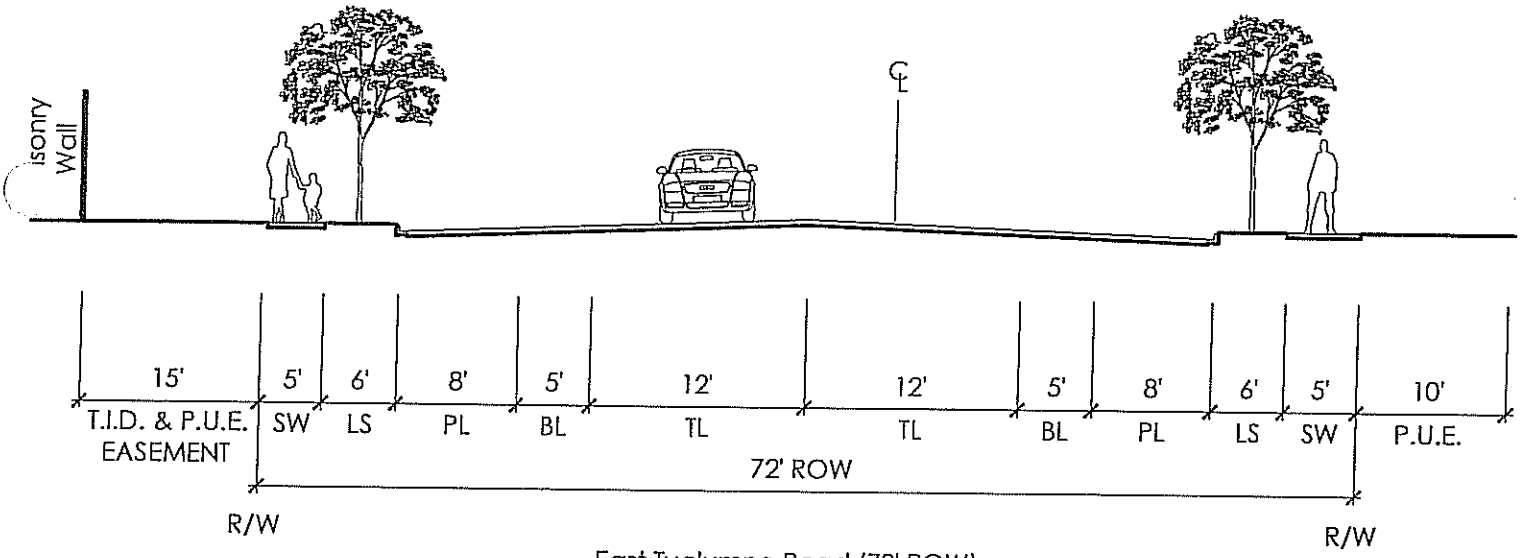
East Tuolumne Road (71' ROW)
Figure 2-5

P.U.E.	Public Utility Easement
SW	Sidewalk
LS	Landscaping
PL	Parking Lane
TL	Travel Lane

STREET SECTIONS



East Tuolumne Road (72' ROW)
Figure 2-6



East Tuolumne Road (72' ROW)
Figure 2-7

P.U.E.	Public Utility Easement
T.I.D.	Turlock Irrigation District
SW	Sidewalk
LS	Landscaping
PL	Parking Lane
TL	Travel Lane

STREET SECTIONS

Local streets are intended to serve lower volumes of traffic and provide direct access to individual parcels. The design of the local street network and local street sections help define the character of the neighborhood.

Local streets within the Master Plan area should generally include sidewalk, street trees, and a narrower street section that encourage slower traffic speeds, create a pleasant walking environment, and foster social interaction among neighbors. Local street connections should be designed to establish a unified neighborhood throughout the planning area and define a sense of community. Street alignments should be curvilinear to provide an informal, rustic appearance and add to the rural character of the area. Figures 2-8 and Figure 2-9 show the approved street sections for the local streets.

Figure 2-8 shows the street section for the local street that will be used as an entryway into the subdivision. It is the same as the local street section with the addition of an 8-foot wide landscape median which will add to the character of the subdivision.

A number of local streets currently dead-end into the planning area and will need to be extended into the Master Plan area. Wyndfair Drive provides a stub to the southerly boundary of the planning area. Castleview Drive provides a stub to the westerly boundary of the southern portion of the planning area. Valdosta Drive, part of a subdivision south of the four smaller parcels, also provides a stub to the project area. Existing intersections need to be carefully considered to ensure a safe circulation pattern and prevent cut-through traffic.

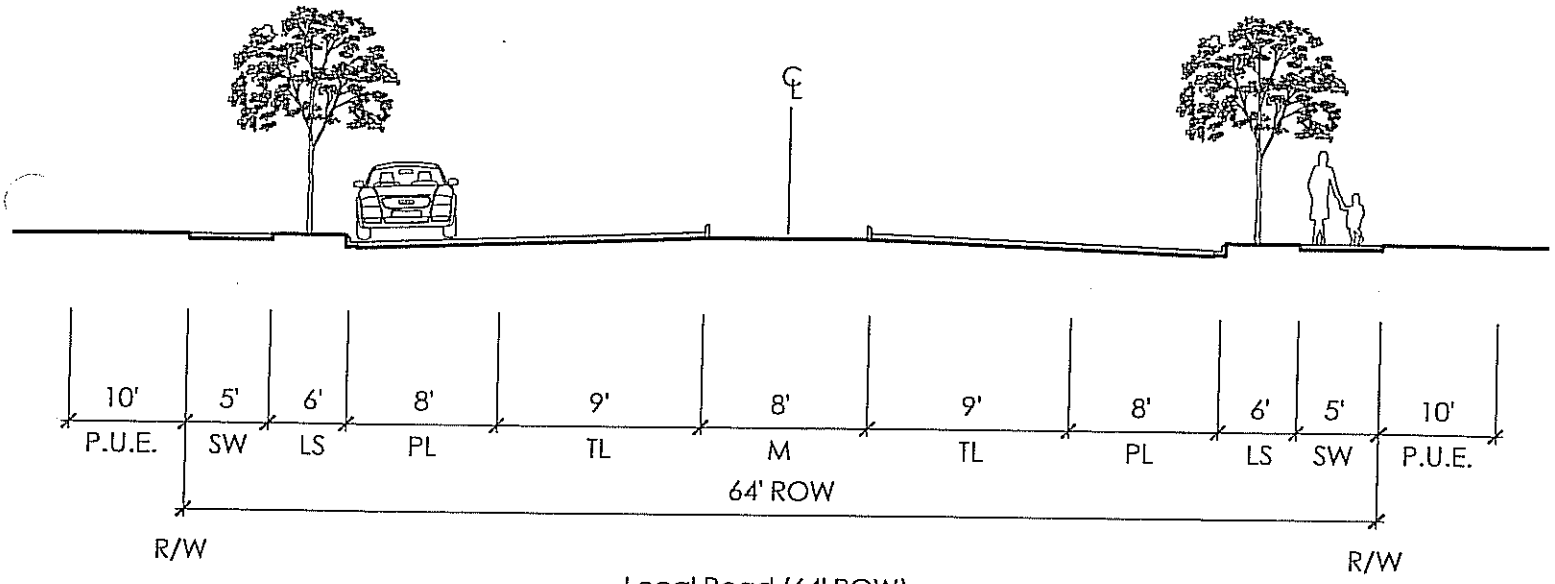
Three local streets intersect with East Tuolumne Road and North Quincy Road: Swanpark Drive, North Daubenberger Road and Bristol Park. The future circulation pattern will either need to extend these existing roadways into the planning area to form a four-way intersection or will need to offset future intersections a minimum of 250 feet to meet the City's spacing requirements and avoid conflicts between vehicular turning movements.

2.5 Pedestrian/Bicycle Circulation

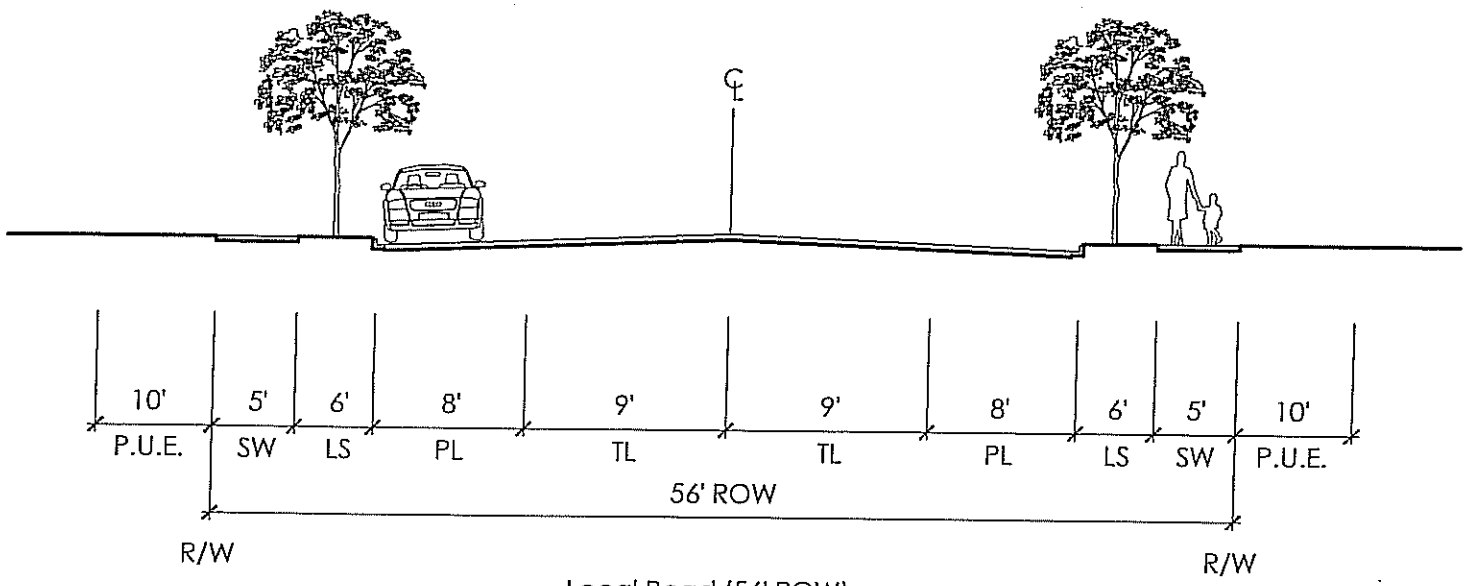
Design amenities such as sidewalks, and bicycle facilities encourage alternatives to vehicular use, promote social interaction, reduce air pollution and add to the overall attractiveness of the neighborhood. The Master Plan requires the inclusion of sidewalks throughout the Master Plan area as well as additional bicycle facilities as illustrated in Figure 2-10 as shown on page 19.

Pedestrian facilities within the Master Plan area shall include curb-adjacent sidewalks on both sides of North Quincy Road and sidewalk adjacent to the landscape strip on both sides of East Tuolumne Road and the western side of North Waring Road. Sidewalks are also required on both sides of all local roads. The pedestrian circulation network should be designed to provide multiple safe connections between the Master Plan parcels that may include street connections and open ended cul-de-sacs. Sidewalks along local roads, East Tuolumne Road and the west side of North Waring Road shall be separated from the street by a landscape strip to create a safer and more pleasant walking environment. Street trees shall be planted within landscape strips in accordance with the landscape design guidelines of this Master Plan to provide shade and relief from hot weather.

Bicycle circulation within the Master Plan area will be accommodated by Class II Bicycle routes on East Tuolumne Road, and North Waring Road and a Class III bike route on North Quincy Road.



Local Road (64' ROW)
Figure 2-8



Local Road (56' ROW)
Figure 2-9

P.U.E.	Public Utility Easement
SW	Sidewalk
LS	Landscaping
PL	Parking Lane
TL	Travel Lane
M	Median

STREET SECTIONS

GENERAL PLAN
PEDESTRIAN / BIKE CIRCULATION PLAN

Bike Lane (Class II)

Bike Lane (Class III)

Figure 2-10
Pedestrian / Bike
Circulation Plan

Chapter 3 - Community Character and Design Guidelines

3.1 Introduction

A major theme of the Turlock General Plan is the establishment of a defined urban-agricultural edge to maintain Turlock as an independent community, separated from adjacent communities such as Denair and Keyes by farms and orchards. To achieve this goal, the General Plan City Design element calls for the implementation of an agricultural-urban buffer design.

Another major theme of the Turlock General Plan is the preservation of farmland through more compact development.

The primary purpose of the East Tuolumne Master Plan update is to implement the General Plan's agriculture buffer while increasing the number of lots in the Master Plan to accommodate more compact growth than allowed for in the original Master Plan. This update will increase the units from approximately 200 to 278. This will increase the density while still maintaining larger lots than typically found in residential areas.

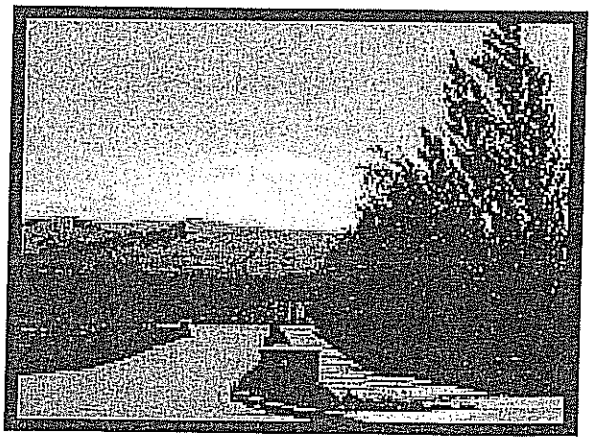
The two largest properties on the north side of East Tuolumne Road, APN: 073-013-003 & 073-013-004 will be re-designated to Low Density Residential (RL). To maintain larger lots the density range will be limited from the typical 3 to 7 units per acres to 3 to 4 units per acre.

The other parcels in the Master Plan area will continue to be designated as Very Low Density Residential (VLDR). In addition to establishing large lots, the vision of the Master Plan is to provide design elements that create a graceful and distinct transition from Turlock's urban areas to the large estate lots and agricultural areas in the County. This section provides comprehensive development standards and design guidelines that identify appropriate development standards including setbacks, fencing, landscaping and architecture that create neighborhoods designed to maintain a consistent rural character and ensure successful integration with surrounding uses.

The Master Plan seeks to create neighborhoods with a rural character and strong sense of community. Rural areas are characterized by larger residential lots, large estate homes, a variety of lot widths, traditional architectural styles and larger setbacks. Development patterns should emulate these rural design concepts while encouraging walking, bicycling and social interaction between neighbors.

The following design concepts establish the overall vision for the Master Plan area:

- Increased setbacks, a masonry wall and special landscaping will act as a buffer and serve as a transition between urban and rural uses.
- Architectural styles, entry features, landscaping, and other site amenities will establish a consistent rural character.
- Diversity in lot sizes, lot width, and architectural styles will achieve an attractive and unique streetscape.
- Roadway, sidewalk and bikeway connections will achieve connectivity within the Master Plan area and to existing neighborhoods.



3.2 Site Design

The Master Plan area consists of two land use designations: Low Density Residential (RL) and Very Low Density Residential (VLDR). The intent of this Master Plan is to provide a graceful transition and a buffer between urban uses to the outlying rural uses located in the County by creating a rural atmosphere with an agrarian character. Site design plays an important role in establishing this transition while ensuring successful integration into the existing City fabric. Site design within the Master Plan area should blend rural development patterns with low-density urban development patterns. Future development proposals within the Master Plan area shall meet the following design guidelines:

a. Lots shall not front onto North Waring Road, a 7-foot tall masonry wall shall be installed and increased rear yard setbacks shall be used to provide a buffer between homes and existing agricultural operations to the east.
b. Increased setbacks shall be required for APN: 073-013-003 and 073-013-016 along the northerly property line of the Master Plan area to ensure adequate space between the homes and existing agricultural operations to the north in order to minimize conflict with existing agricultural operations.
c. Setbacks should vary between lots to provide a varied streetscene.
d. Lot depths and widths should vary throughout the development area to add interest and variety to the streetscene.
e. Future subdivisions shall meet the development standards set forth in Table 3-1 and Table 3-2.

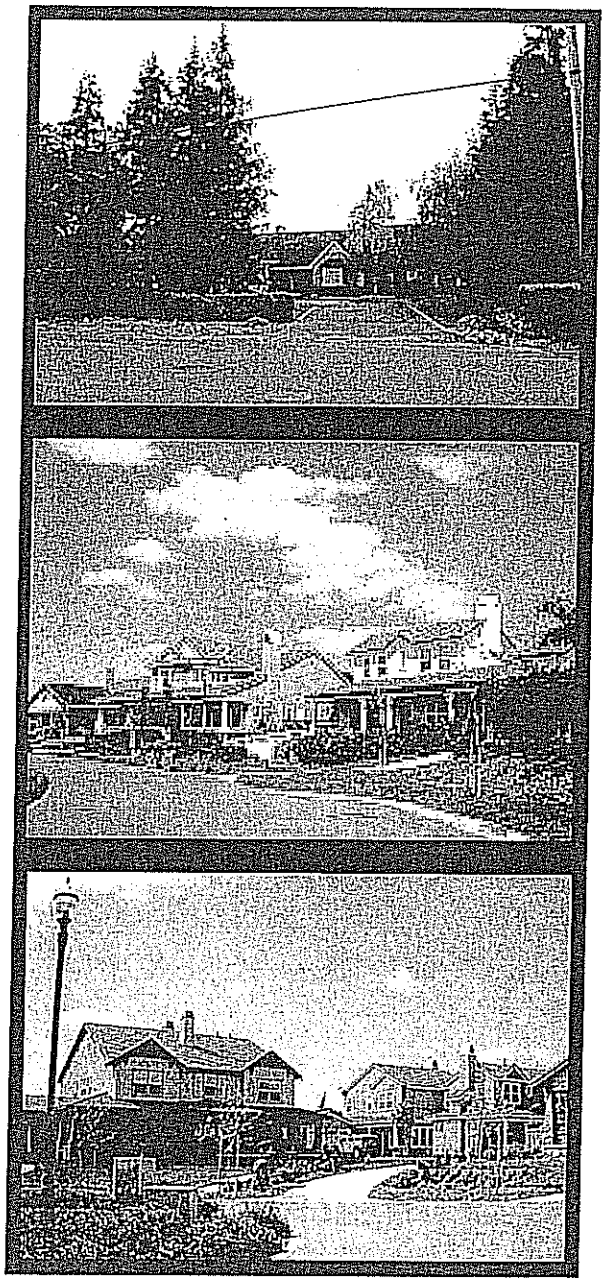


Table 3-1
Very Low Density Residential Design Standards

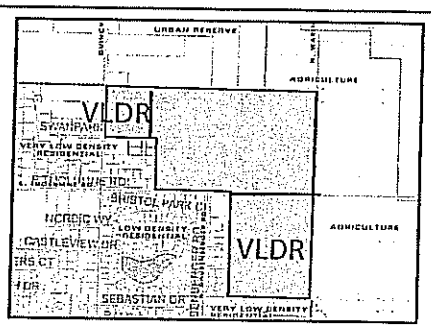
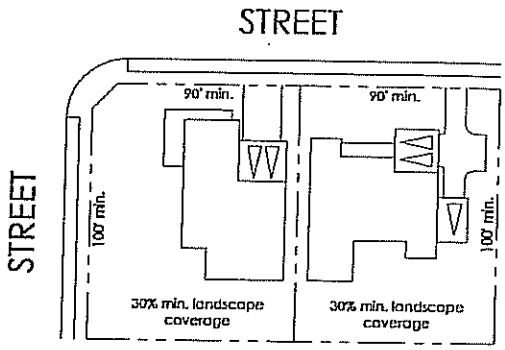
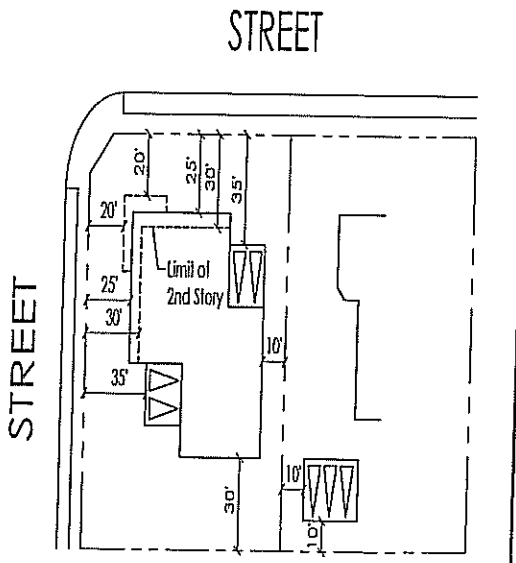
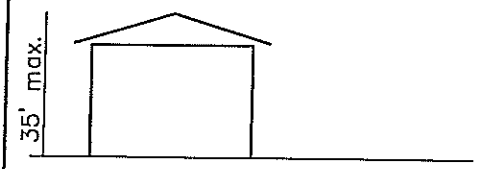
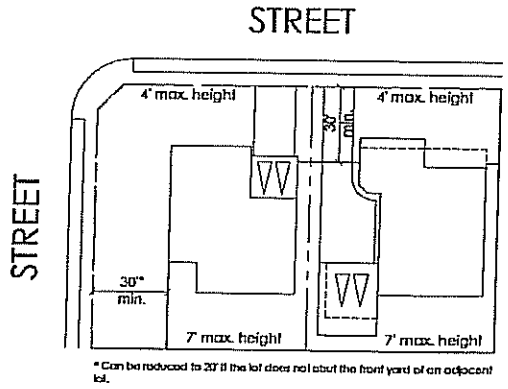
Category	Regulation	Illustration
Land Use		
Applicable Zoning District	VLDR (R-E Zoning)	
Density Range	0.2-3.0 dwelling units/gross acre	
Permitted Uses	Refer to City of Turlock Zoning	
Lot Configuration		
Lot Area	14,500 square feet minimum; may reduce to 10,000 sf min. along East Tuolumne Rd	
Lot Width	90 ft. minimum	
Depth	100 ft. minimum	
Curved/Cul-de-sac Frontage	60 ft. minimum	
Landscape Area Coverage	30% minimum	
Setbacks		
Front Yard		
Porch	20 ft. minimum[1]	
Living Space (1st story)	25 ft. minimum[1]	
Living Space (2nd story)	30 ft. minimum[1]	
Garage	35 ft. minimum[1]	
Interior Side Yard		
Porch	10 ft. minimum[3]	
Primary Building	10 ft. minimum[3]	
Garage	10 ft. minimum[3]	
Corner Side Yard		
Porch	20 ft. minimum[1]	
Living Space (1st story)	25 ft. minimum[1]	
Living Space (2nd story)	30 ft. minimum[1]	
Garage	35 ft. minimum[1]	
Rear Yard		
Primary Building	30 ft. minimum [1&2]	
Garage	10 ft. minimum [1&2]	

Table 3-1
Very Low Density Residential Design Standards

Category	Regulation	Illustration
Building Height		
Primary Building	35' maximum	
Accessory Buildings	Refer to the Municipal Code Standards	
Porches & Courtyards		
Depth	6 ft. minimum	Refer to Section 3.3.5
Width	25% of the length of the front elevation minimum	
Garages		
Required Spaces	2 spaces/unit minimum	Refer to Section 3.3.6
Garage Placement	Refer to Section 3.3.6	
Fencing and Walls	Refer to Section 3.5	
Front Yard (within 30' setback area)	4 ft. maximum height (50% minimum transparency), or 3 feet maximum height if solid	
Corner Side Yard (within corner side yard setback area)	4 ft. maximum height (50% minimum transparency, or 3 feet maximum height if solid	
Corner Side Yard [4] (Out of setback area)	7 ft. maximum height; shall be setback 30 ft. minimum from property line[4]	
Rear Yard	7 ft. maximum height; shall be open-type fencing or "living wall" when abutting agricultural uses or "urban reserve" zone.	

[1] Increases by 15 feet along North Waring Road.
[2] Increases by 10 feet when adjacent to agriculture or "Urban Reserve".
[3] May be reduced by 5 feet along East Tuolomne Road.
[4] May be reduced to 20 ft. if it does not abut the front yard of an adjacent lot

Table 3-2
Low Density Residential Design Standards

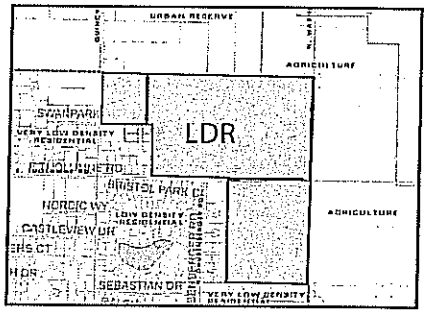
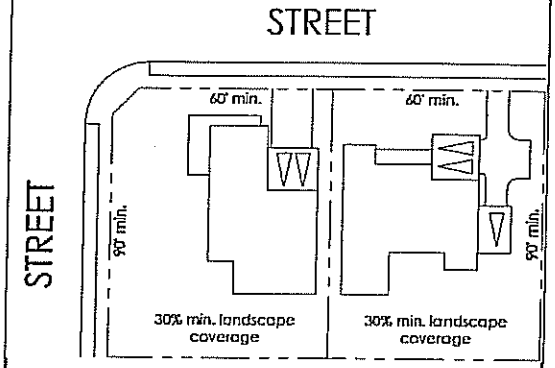
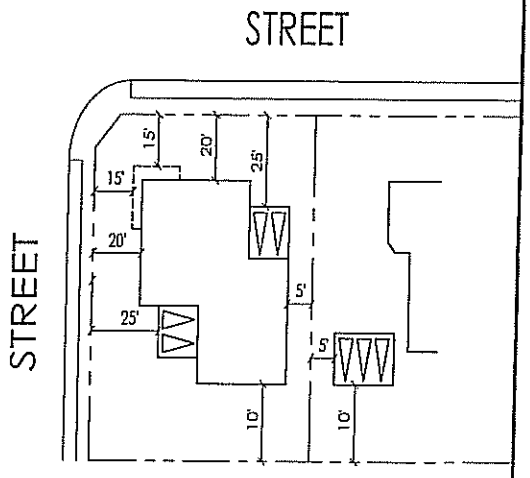
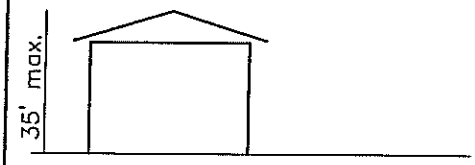
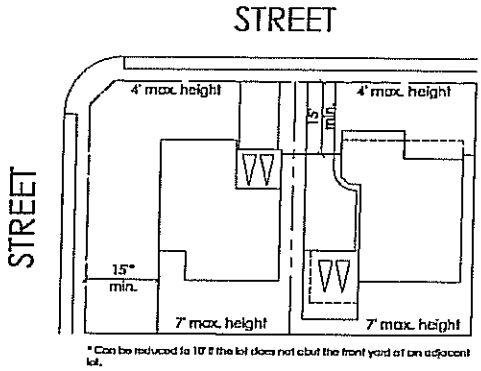
Category	Regulation	Illustration
Land Use		
Applicable Zoning District	Low Density Residential (R-L Zoning)	
Density Range	3-4 dwelling units/gross acre	
Permitted Uses	Refer to City of Turlock Zoning	
Lot Configuration		
Lot Area	7,000 sf minimum	
Width	60 ft. minimum	
Depth	90 ft. minimum	
Curved/Cul-de-sac Frontage	35 ft. minimum	
Landscape Area Coverage	30% minimum	
Setbacks		
Front Yard		
Porch	15 ft. minimum[1]	
Living Space	20 ft. minimum[1]	
Garage	25 ft. minimum[1]	
Interior Side Yard		
Porch	5 ft. minimum	
Primary Building	5 ft. minimum	
Garage	5 ft. minimum	
Corner Side Yard [3]		
Porch	15 ft. minimum[1]	
Living Space	20 ft. minimum [1]	
Garage	25 ft. minimum[1]	
Rear Yard		
Primary Building	10 ft. minimum[1&2]	
Garage	10 ft. minimum [1&2]	

Table 3-2
Low Density Residential Design Standards

Category	Regulation	Illustration
Building Height		
Primary Building	35' maximum	
Secondary/Accessory Building	Refer to Municipal Code	
Porches & Courtyards		Refer to Section 3.3.5
Depth	6 ft. minimum	
Width	25% of the length of the front elevation minimum	
Garages		Refer to Section 3.3.6
Required Spaces	2 spaces/unit minimum	
Garage Placement	Refer to Section 3.3.6	
Fencing and Walls	Refer to Section 3.5	
Front Yard (In setback area)	4 ft. maximum height (50% minimum transparency), or 3 feet maximum height if solid	
Corner Side Yard (In setback area)	4 ft. maximum height (50% minimum transparency), or 3 feet maximum height if solid	
Corner Side Yard (Out of setback area)	7 ft. maximum height; shall be setback 15 ft. minimum from property line [4]	
Rear Yard	7 ft. maximum height; shall be open-type fencing or "living wall" when abutting agricultural uses or "urban reserve" zone.	

1. Increases by 15 feet along North Waring Road.
2. Increases by 10 feet when adjacent to agriculture or "Urban Reserve", except for lots on APN 073-013-004 (lots adjacent to APN 073-011-012), which is developed with a residence.
3. No reduction in the corner side yard building setback is permitted, even if the lot does not abut the front yard of an adjacent lot
4. The corner side yard fence setback may be reduced to 10 ft. if it does not abut the front yard of an adjacent lot.

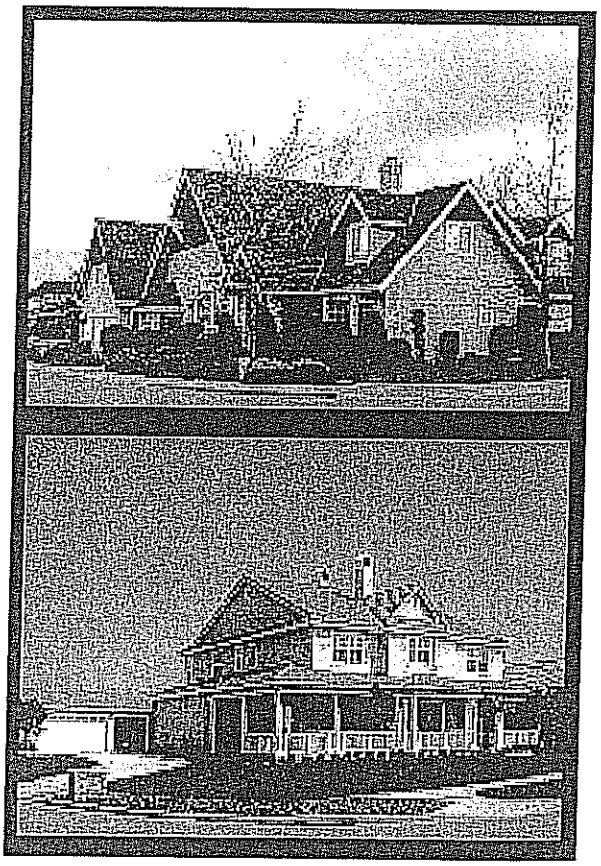
3.3 Architectural Design

3.3.1 Massing

a. All residences shall be designed to have one-main body with well-defined secondary elements such as porches, entryways, window openings, and rooflines.
b. Front yard setbacks should be varied to create diversity and reduce the apparent massing of homes along the streetscape.
c. A mixture of single-story and two-story homes is strongly encouraged.
d. Second story elements should be stepped back or nested into the roof to reduce the apparent mass and bulk of the structure, when appropriate to the architectural style.
e. Building heights, roof planes and building walls should be varied to minimize the apparent mass of the building, when appropriate to the architectural style.
f. Architectural elements such as bay windows, balconies, porches, moldings, dormers, pilasters or any other elements that provide visual interest and articulation are encouraged to reduce the apparent mass of the building.
g. The side elevation for all corner lots shall be enhanced to reduce the apparent mass of the structure by including architectural features that wrap from the front elevation to the side corner elevation. Examples include:
    - Corner related front entry door
    - Wrap-around porches
    - Pop-out side gables
    - Nested or recessed second story
    - Window treatments equal to the front

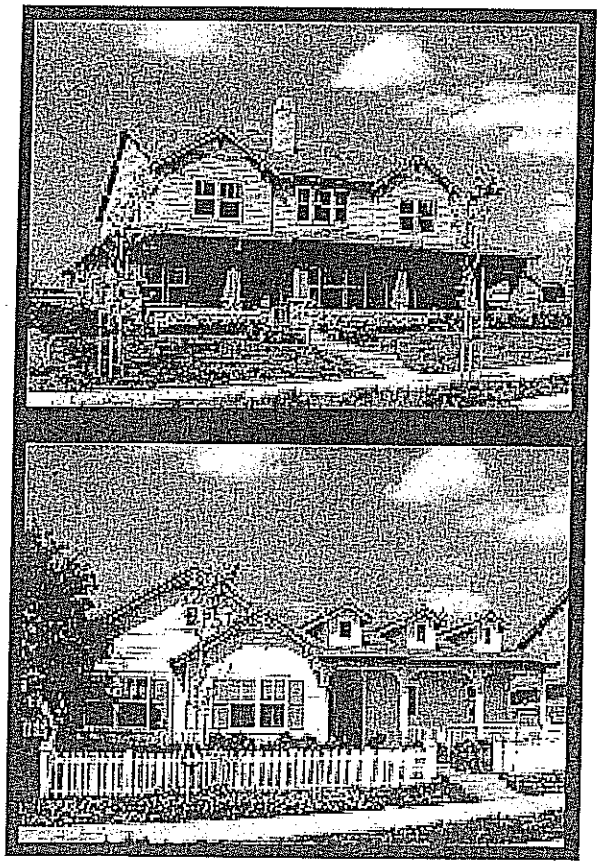
3.3.2 Articulation

a. Articulation should include varied massing, wall planes, roof planes, windows, doors, porches, balconies and other design features.
b. Architectural elements should be included on all four sides of the residence and should include variation in wall planes, roof planes, windows, doors and massing.
c. Elevations visible from the public right-of-way should incorporate the colors, materials, articulation, and design features used on the front elevation.



3.3.3 Variety and Consistency

a. Homes throughout the Master Plan area should provide an assortment of building masses, floorplans, rooflines, elevations, and traditional architectural styles consistent with a rural character.
b. Similar elevations shall not be used immediately adjacent to one another.
c. Homes immediately adjacent to one another should provide different materials and colors.
d. When facing or abutting existing residences, new residential architecture should respect existing housing types and architectural styles by providing complimentary architectural style and massing.
e. Homes throughout the Master Plan area should vary the design, placement, and configuration of garages.

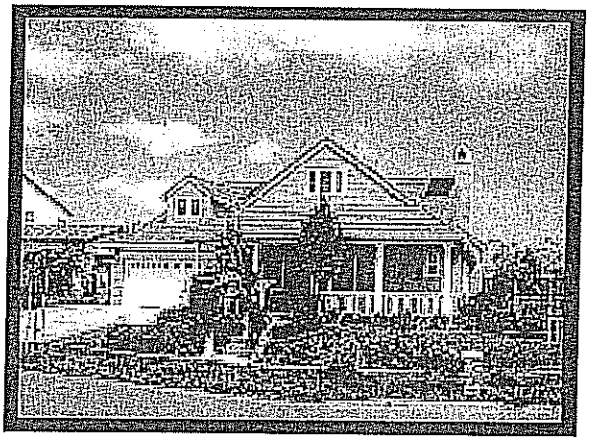


3.3.4 Colors and Materials

a. Colors and materials, including roofing materials, shall be complimentary to each other and to the surrounding area.
b. Colors and materials should be earth toned to reduce visual impact and should be consistent with a rural character.
c. Natural materials such as unpainted stone or brick are encouraged as these materials add to the rural character of the area.
d. A variety of colors, materials and architectural forms should be carefully applied to all homes to convey the impression of high quality architecture and to create depth and contrast for design features and building articulation.
e. Colors, materials, and architectural details for individual homes should be carefully coordinated to be harmonious with one another and consistent with the overall architectural style to avoid a piecemeal appearance.
f. Materials used as major surface treatments at front elevations should be wrapped to side and rear elevations. The appearance of artificial facades shall be avoided. All elevations visible from the public right-of-way shall be enhanced.
g. Color schemes should be simple and consist of a maximum of three colors per residence.
h. Bright or reflective colors and materials should be avoided.
i. Building designs, construction techniques, materials, and appliances that conserve resources are encouraged.
j. All materials and color changes must occur on an inside corner wall plane.
k. Exterior wall materials, colors, trim and architectural details shall be consistent on all four sides of the residence.

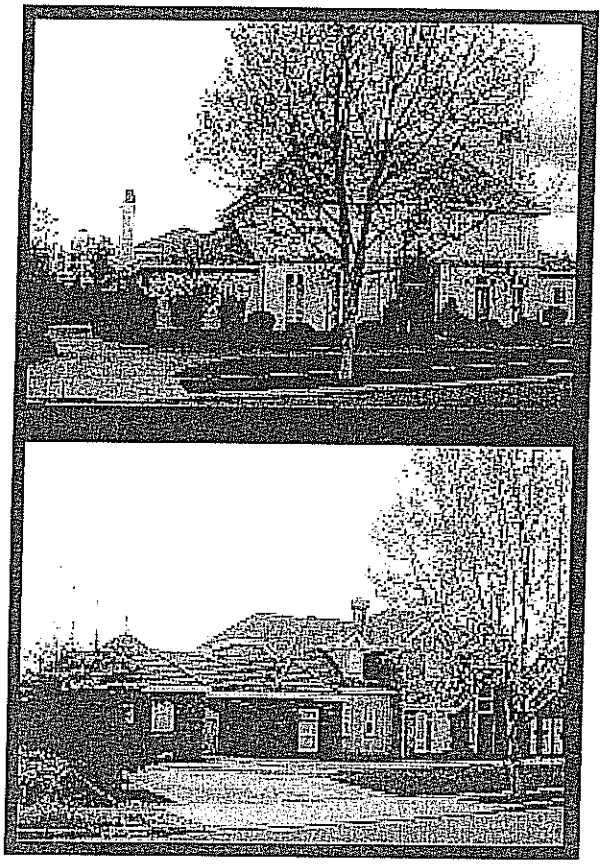
3.3.5 Porches, Patios, Balconies, and Courtyards

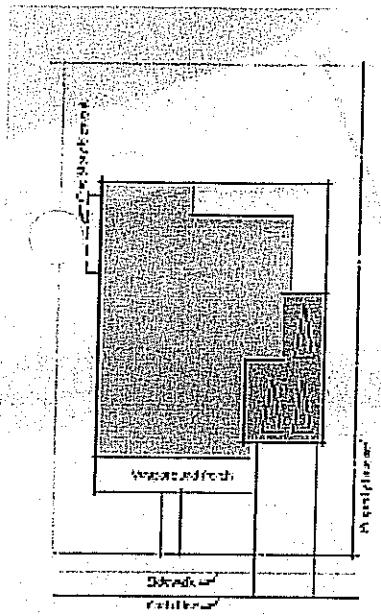
a. Porches, patios, balconies, and courtyards should be incorporated into the design of all front elevations to provide aesthetic value and encourage social interaction.
b. Front porches, patios and courtyards should be oriented toward the street and should be welcoming to neighbors and visitors. These elements shall be located in front of the leading edge of the garage.
c. Architectural elements such as porches, patios and courtyards should be designed proportionally to the overall scale and massing of the main structure.
d. Courtyard walls should be made of natural looking material and should be consistent with the overall character of the main home. Courtyard walls should not exceed three feet in height.
e. Front porches should be elevated a minimum of 18 inches above the public sidewalk to establish an appropriate relationship between these spaces.
f. Porches shall be a minimum of 6 feet deep and extend along at least 25% of the length of the front elevation.



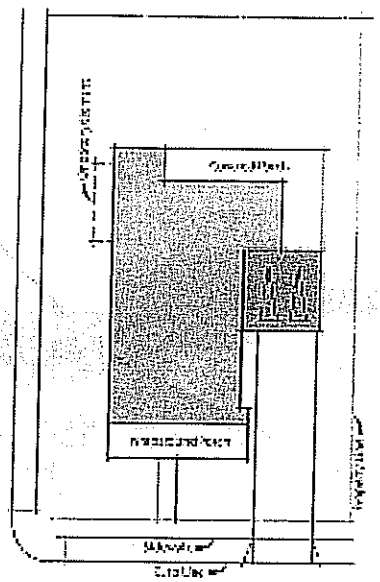
3.3.6 Garage Placement and Driveways

a. Garage frontages should be minimized through careful placement. Garages should be side loaded, setback from the main living area, placed at the rear of the lot, or otherwise creatively designed to reduce the visual impact of the garage door on the streetscape (See Figure 3-1).
b. Driveway aprons should be minimized to the greatest extent possible to reduce the amount of impervious surface and provide a more aesthetically pleasing streetscape.

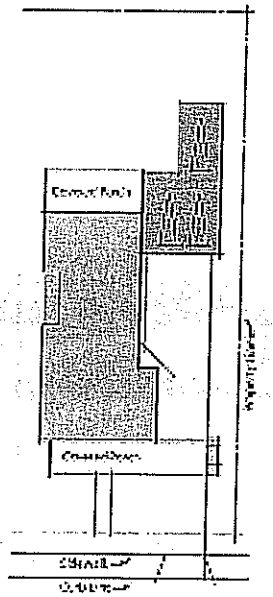




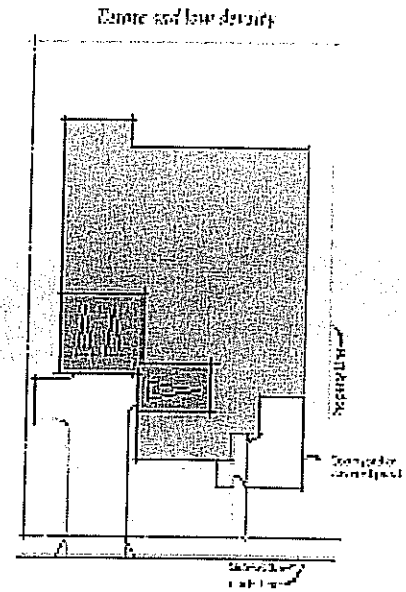
Shallow-Recess



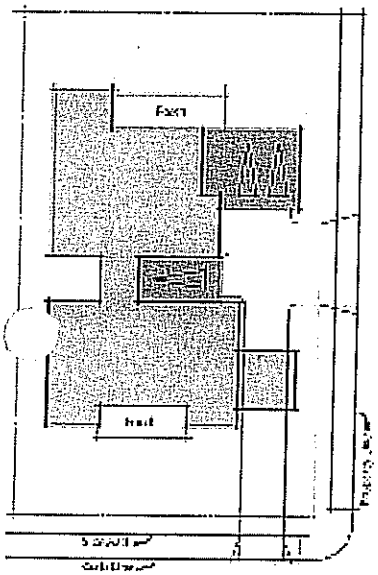
Mid-Recess



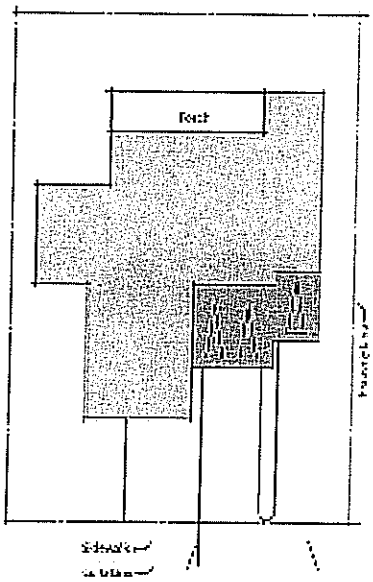
Deep-Recess



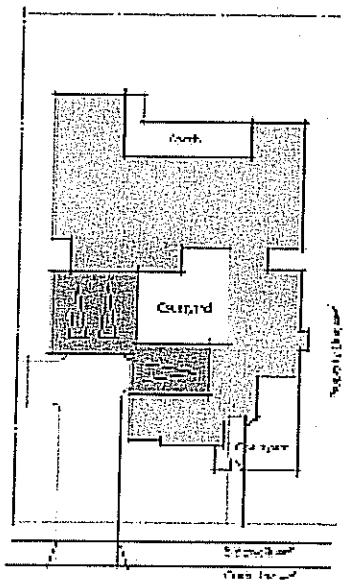
Swing-in



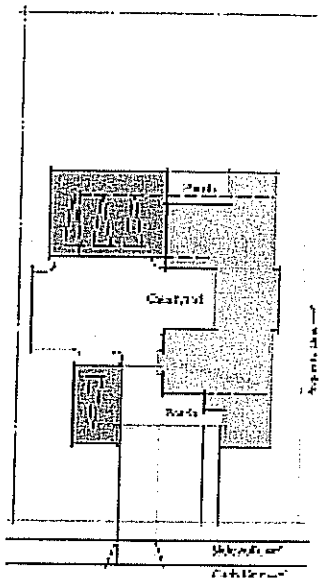
Corner Lot



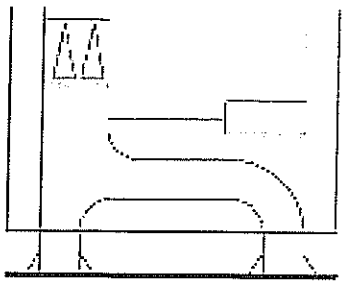
3-Car Street Facing



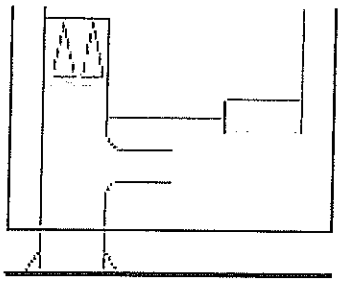
Split 3-Car



4-Car Auto Court



Circular Driveway

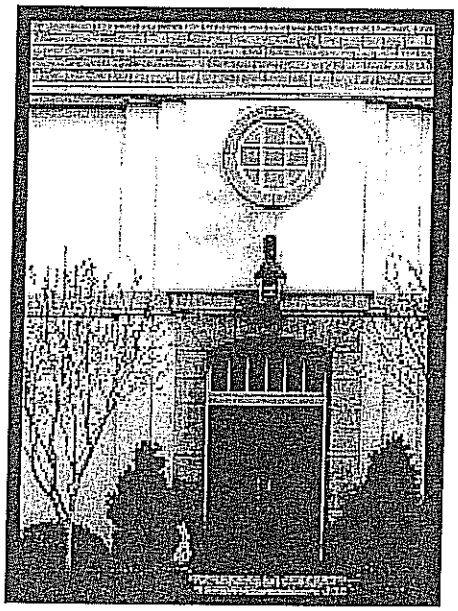


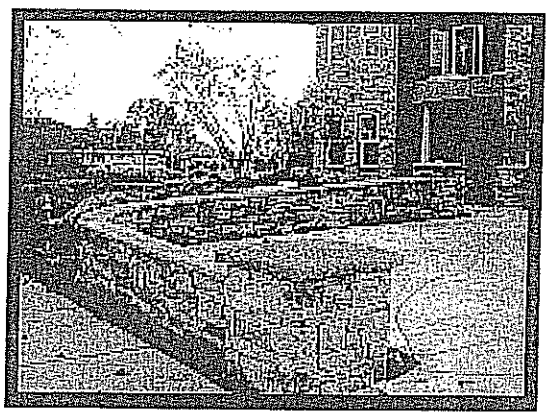
Hammerhead Driveway

Figure 3-1
Driveways &
Garage Configurations

3.3.7 Doors and Windows

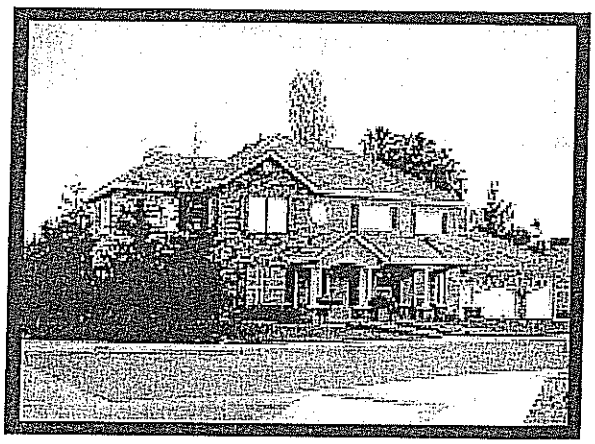
a. Architectural elements such as doors, windows, dormers, and cupolas should be designed proportionally to the overall scale and massing of the main structure.
b. Windows should be placed and designed to maximize views and sunlight exposure.
c. Window and door types, shapes, and sizes shall be consistent with the architectural style of the building.
d. Main entrances should be oriented toward the street, and should be accentuated with lighting, porches, balconies, courtyards, sitting areas, or other architectural details.





3.3.8 Roofs

a. Roofing colors and materials should be consistent with the architectural style of the home and the rural character of the neighborhood.
b. Homes throughout the planning area should use a variety of rooflines and pitches such as side gables, cross gables, hipped roofs, and combined hipped-and-gabled roofs.
c. Flat roofs and A-framed roofs are discouraged.
d. Rooflines shall be varied in height and length to provide articulation.
e. Gutters, downspouts, vents and other roof appurtenances should be finished to compliment the materials and colors of the main residence.



3.3.9 Equipment

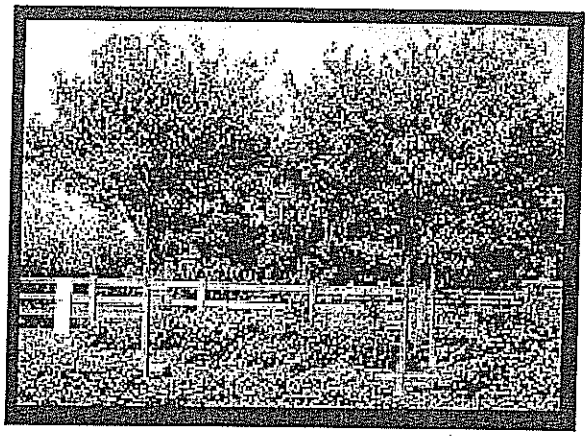
a. Mechanical equipment should be strategically placed and screened from view.
b. Roof mounted equipment is not permitted.
c. Equipment screening should be designed to blend with the building through use of landscape materials or through use of colors and materials consistent with the main residence.

3.4 Landscaping

Landscaping is one of the most important elements in preserving rural character. Rural landscapes typically consist of informal grouping of trees and plants as well as more organized plantings of agricultural crops. These landscape concepts should be used in the design of gateways, entry features, roadways and front yards. The following landscape guidelines seek to ensure preservation of the area's agrarian character:

a. Landscaping shall be used to enhance and reflect the rural character of the Master Plan area and the surrounding rural areas.
b. Streets should be heavily landscaped so that mature street trees provide a full canopy over the street and sidewalk. Each residential lot within the Master Plan area shall provide a minimum of 2-3 street trees along its frontage and 2-3 street trees along the side yard of corner lots.
c. Trees should be strategically planted to provide shade and cooling efficiency for residences, public spaces and paved areas.
d. Paved areas such as patios and walkways should be minimized to allow for natural percolation, reduced runoff and increased landscape aesthetics. When paving is used, impervious paving materials such as raised wooden decks, paving stones, gravel, unmortared brick or stone, or other permeable paving systems are encouraged as an alternative to asphalt and concrete.
e. Landscaping materials should consist of native and drought tolerant species that require minimal maintenance.
f. Ornamental and specialty plantings that are consistent with a rural character are encouraged as accents to entry and gateway features.

The following list includes City approved street trees as well as other landscaping materials appropriate for use in the Master Plan area.



Street Tree:
(Will be determined by Parks Department on tentative map)

- Chinese Pistache
- Sycamore
- Red Maple October Glory
- Trident Maple

Ornamental Trees:

- Crape Myrtle (Tuscarora or Catawba)
- Red Bud (Eastern or Western)
- Rose of Sharon Hibiscus
- Japanese Maple
- Saucer Magnolia
- Hawthorn Washington Thorn

Small Trees:

- Crape Myrtle
- Sour Gum
- Little Leaf Linden
- Purple Robe Locust
- Fairmount Ginko Biloba (male only)
- Chinese Hackberry
- Red Maple (October Glory or Red Sunset)
- Bradford Ornamental Pear
- Chinese Pistache

Large Trees:

- Bloodhood London Plane
- Scarlet Oak
- Atropunicea European Beech
- Evergreen Ash-Shamel

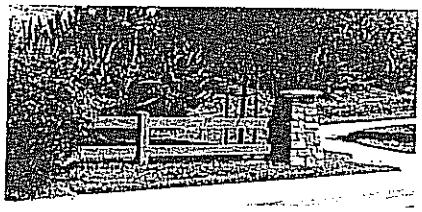
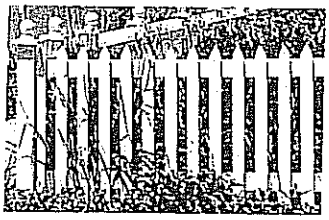
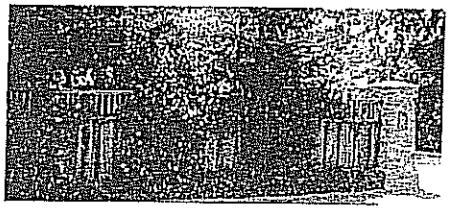
3.5 Walls and Fences

Walls and fences are used to define property edges, protect privacy, and provide security and safety. Walls and fences may also be used as design elements for front yard landscaping, neighborhood entries and gateways. When used as a design element, the colors, materials, height and type of wall or fence plays an important role in defining the character of the area. Open fencing establishes a rural and welcoming feel while solid fencing conveys a clear message that the area is private and inaccessible. The Master Plan area seeks to create a neighborhood that encourages social interaction among residents and reflects an agrarian character. Therefore, walls and fences visible to the public shall be designed to diminish their visual impact and reflect the rural character of the area.

Design guidelines for walls and fences are as follows:

a. Walls and fences should be consistent and complimentary throughout the entire Master Plan area.
b. Walls and fences should be coordinated and complimentary to landscape improvements.
c. The colors and materials for all walls and fences within the Master Plan area should be natural looking or earth toned to reflect the rural character of the area. Appropriate materials include rustic ledge stone, distressed limestone or other materials approved by the City Planning Director.
d. Wall and fencing materials and construction should be durable, high quality and low maintenance.
e. Fences should be designed to discourage vandalism through design, the use of vandal-resistant materials, or careful placement of landscaping.
f. Fences and walls should not create unsafe areas such as indefensible spaces, hiding places or other areas that cannot be easily viewed by neighbors or patrolled by police.
g. Residential rear-yard fencing shall not exceed seven (7) feet in height and should be constructed of wood or other materials approved by the City Planning Director. "Good Neighbor" fencing is encouraged.
h. Front yard residential fencing shall be open such as split rail, wood picket or other decorative fencing. Front yard fencing shall be at least 50% transparent and shall not exceed four (4) feet in height.
i. Courtyard or decorative walls in front yards may not exceed three (3) feet in height.
j. Long expanses of publicly visible fences, for example along the northerly property line of the Master Plan area and along North Waring Road and a portion of East Tuolumne Road, shall be planted with vines or other landscaping to create a "living" wall in order to avoid the appearance of continuous solid fence or wall.

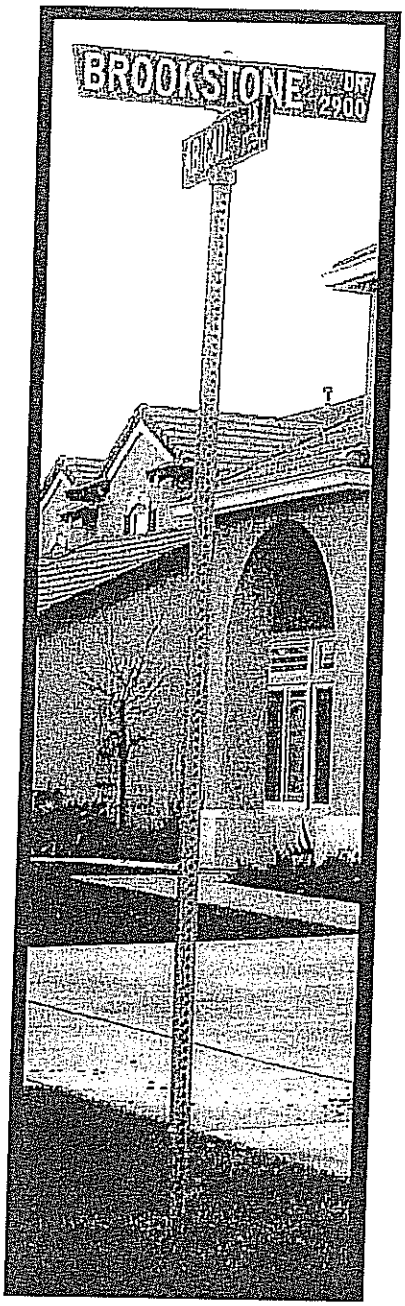
Table 3-3
Wall and Fence Standards and Photos

Fence Type	Permitted Application	Example of Interpretation
Split Rail Fence	• 4 feet maximum • Front yard • Side yard	
Picket Fence	• 4 feet maximum • Front yard • Side yard	
Decorative Wall	• 3 feet maximum • Part of an entry feature • Front yard	
Good Neighbor Fence	• 7 feet maximum • Front yard • Side yard	
Living Wall/ Fence	• 7 feet maximum • Front yard • Side yard • Adjacent to "Urban Reserve" Zone, North Waring Road and a portion of East Tuolumne Road	

3.6 Signage

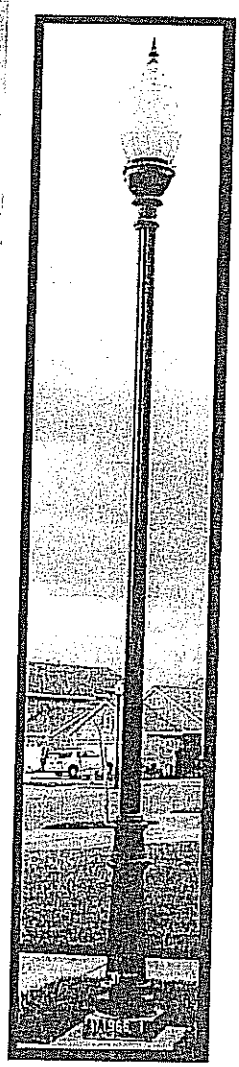
Signage plays an important role in the community by geographically orienting residents and visitors. Signage not only improves circulation but also makes a statement about important locations such as gateways and neighborhood entries. When designed properly, signage can help establish a community's character. When designed improperly, signage can detract from the community's appearance. Therefore, signage should be carefully designed to maintain the rural character of the area and should not dominate the landscape. The following design guidelines are intended to ensure that signage is properly integrated into the overall fabric of the Master Plan area:

a. Signage should be designed to compliment the rural agrarian character of the Master Plan area and the surrounding rural uses.
b. Materials and colors of signage should be compatible with the architectural colors and materials of the Master Plan area.
c. Signage should be carefully coordinated with landscaping, monumentation, walls, fencing and other design elements to ensure a harmonious design.
d. Signage should not detract from the rustic character of the area.
e. Street signs should be consistent with City of Turlock standards.
f. Gateway signs should be consistent with the Turlock Beautification Master Plan.
g. Signage materials and construction should be durable and low maintenance.
h. Signs should convey information in a clear and concise manner.



3.7 Lighting

One of the greatest benefits of living in a rural setting is the ability to see stars in the nighttime sky. The design, scale and luminosity of standard urban street lights coupled with extensive landscape lighting can reduce visibility of the nighttime sky and detract from the rural character of the area. Lighting however is necessary to provide a safe and secure neighborhood. Lighting within the Master Plan area should be designed to provide the lowest level required for public safety and should be designed at a pedestrian scale. The following design guidelines are intended to ensure lighting is consistent with the overall character of the Master Plan area:



a. Streetlights should be spaced to minimize glare and reduce the amount of light to the greatest extent possible without sacrificing public safety. This may be achieved by alternating streetlights from one side of the street to the other.

b. Intersections, sharp curves, ends of cul-de-sacs, trails, crosswalks and other areas that may pose potential safety hazards for motorists and pedestrians at night should be illuminated.

c. Use of accent lighting to highlight trails, neighborhood entries, gateways and special landscaping is encouraged.

d. Architectural and front yard landscape lighting fixtures should be coordinated with the colors, materials and architectural style of the home and should be consistent with the rural character of the Master Plan.

e. Lighting shall meet the photometric standards established by the City of Turlock.

f. Streetlights should be designed at a pedestrian scale and should be designed to reflect the rural character of the Master Plan area.

g. Ornamental landscaping lights and illuminated bollards along trails and in other public areas should be designed to reflect the rural charter of the area and should be consistent with the design of the area's streetlights.

h. Street lights should be consistent with the City's Standard Ornamental Street Light (See Figure 3-2).

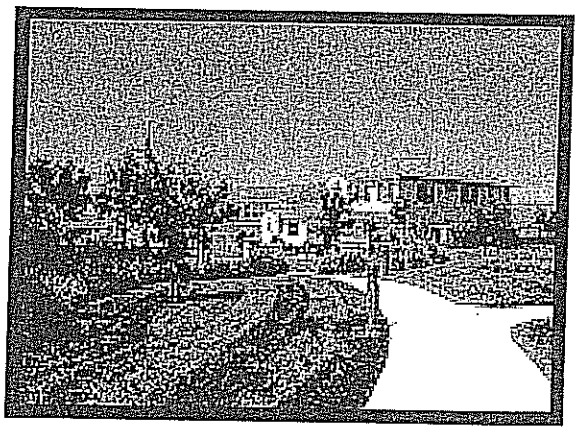
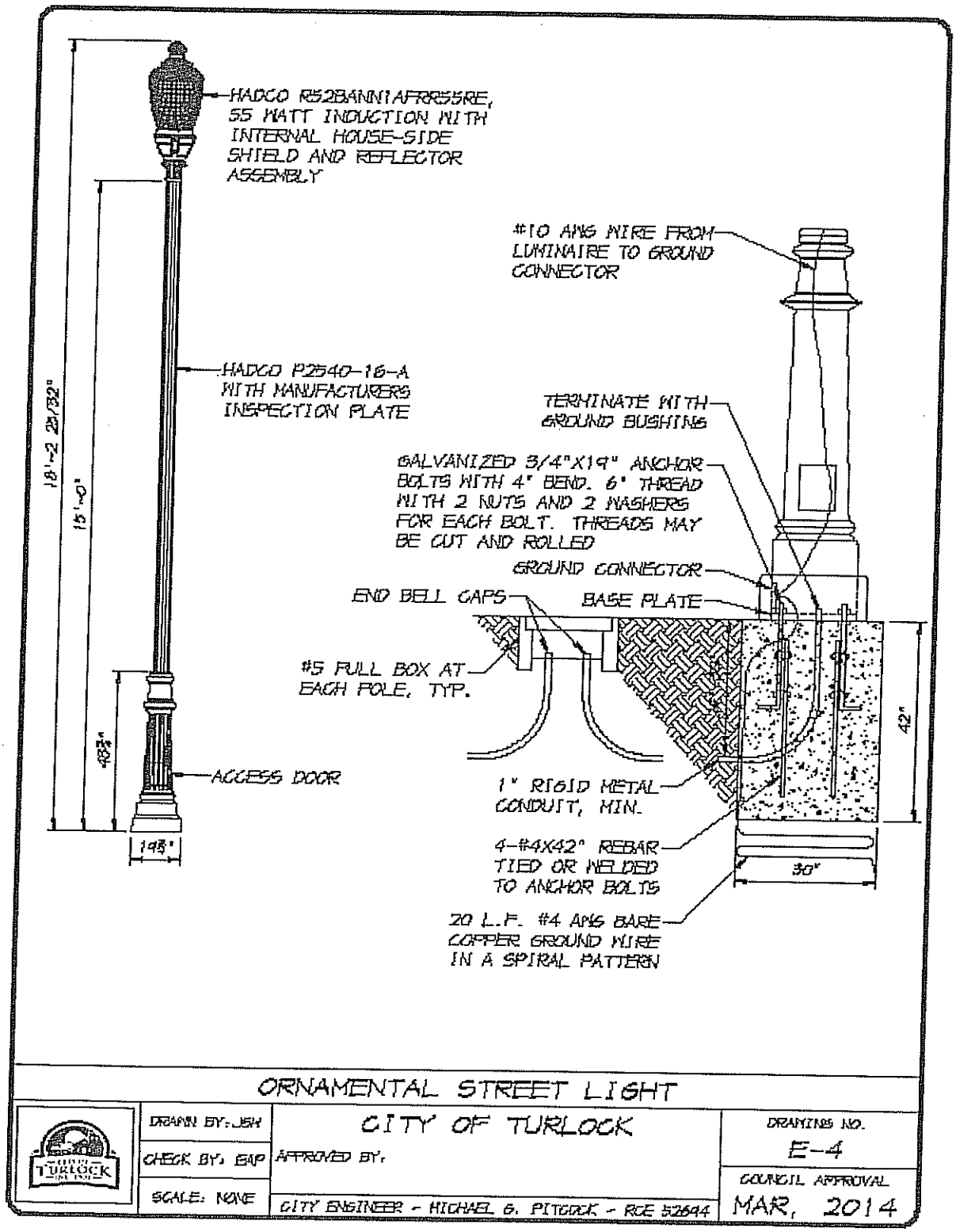
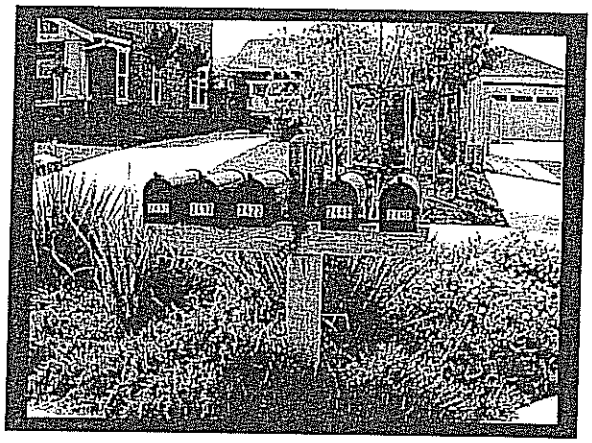


Figure 3-2
Lighting Standard



3.8 Mailbox Design

Mailbox design and type contribute to the overall character of the neighborhood. Although grouped mailboxes are now the standard for new residential development, large metallic cluster box units (CBU's) create a more urban feel. As an alternative, individual curbside boxes can be grouped together and designed to maintain a rural character. The following design guidelines apply to mailbox design in the Master Plan area:



a. Mailboxes should be designed to be consistent with the rural character of the area.
b. Curbside boxes are strongly preferred to cluster box units. If cluster box units must be used, creative designs should be considered to lessen the visual impact of these units on the rural character of the area.
c. Mailboxes shall be designed to meet the minimum standards set forth by the United States Postal Service.
d. Curbside boxes shall be installed at a height of 41-45" from the road surface to the inside floor of the mailbox.
e. Curbside boxes shall be installed 6-8" behind the face of curb or road edge.
f. Mailboxes shall not be placed behind the sidewalk.
g. Mounting devices and accessories shall not project beyond the front of the mailbox and shall not interfere with mail delivery operations.
h. Repair and replacement of mailboxes and mounting devices is the responsibility of the resident.
i. Curbside mailboxes should be installed approximately one week prior to occupancy.

Chapter 4 - Public Facilities and Services

4.1 Public Facilities

The Public Facilities Chapter intends to provide information regarding backbone infrastructure required to service future development within the Master Plan area. In addition, this chapter will identify how the project will be served by the City's fire and police services in accordance with the City's General Plan.

Due to the conceptual nature of the Master Plan document, the following infrastructure plans are intended to be conceptual in nature. Although the general location of infrastructure improvements will be required to be consistent with the Master Plan, additional infrastructure improvements and minor deviations from the conceptual plan may be necessary depending on right-of-way acquisition and the final design of projects within the Master Plan area. The actual size and location for all utilities will be determined by the Tentative Map and will be subject to review and approval of the City of Turlock Development Services and Municipal Services Divisions.

Infrastructure improvements will be subject to current City impact fees and connection fees as determined by the Development Services Department and Municipal Services Departments at the time of Tentative Map approval. Some improvements, including oversized pipes that serve the greater community, may be eligible for reimbursement by the City through the City's Capital Improvement Fund.

4.2 Water

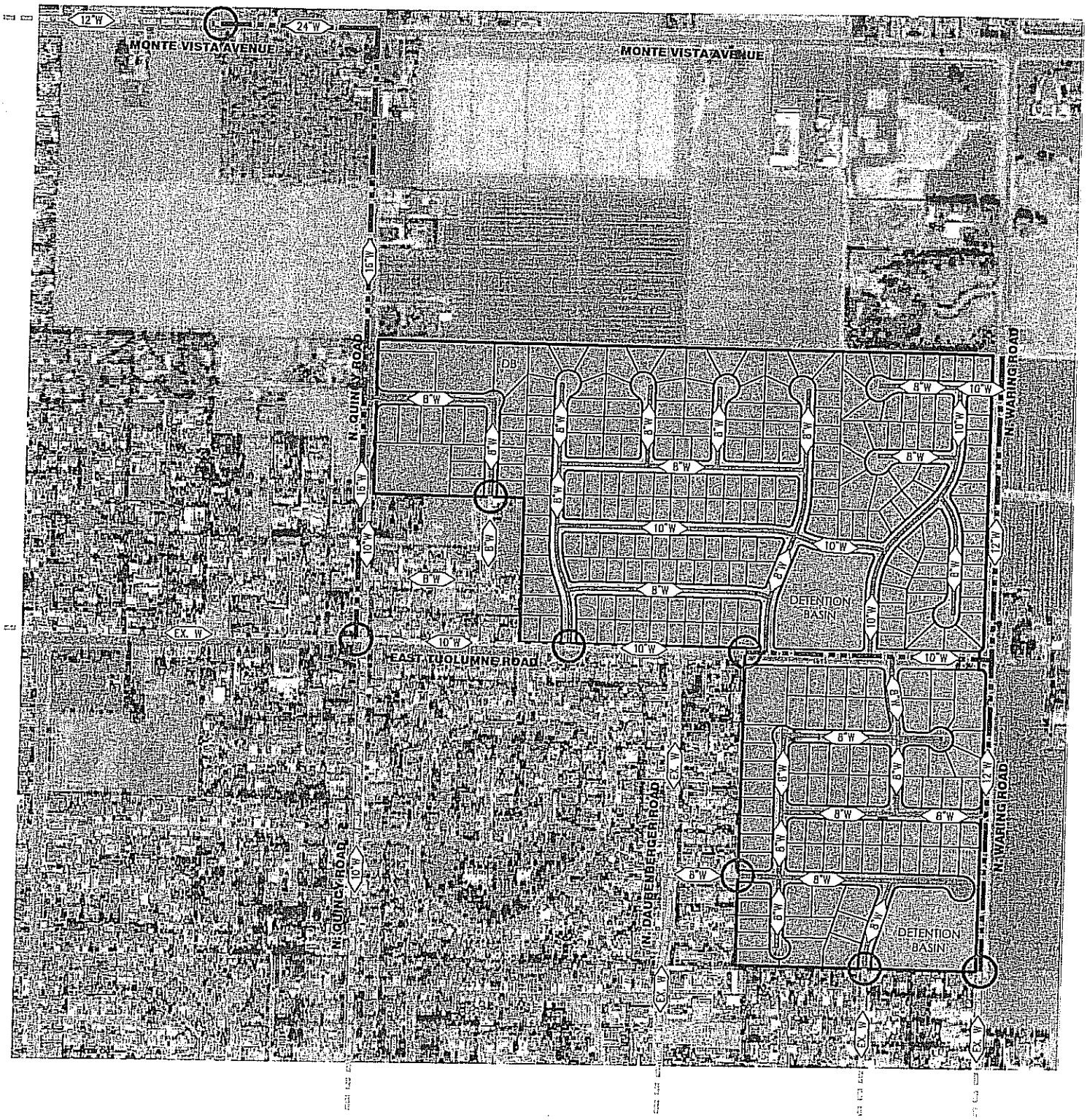
The City of Turlock will provide potable water to future residences within the Master Plan area. The City's current water system consists of domestic wells and a series of looped pipes. The City will also study the use of surface water to provide potable water. The Master Plan area's backbone infrastructure will consist of a series of pipes, ranging from 8-inches to 24-inches, that connect to the City's existing water system and allow for a future connection when a surface water supply is established.

Figure 4-1 on the following page illustrates the conceptual water system for the Master Plan area.

Backbone water infrastructure will be located in North Waring Road, East Tuolumne Road, Quincy Road and Monte Vista Avenue. A main line, consisting of 24-inch pipe, will be installed in Monte Vista Avenue and will connect to a new 16-inch pipe that will be installed in North Quincy Road. The lines in Monte Vista and North Quincy are oversized to provide a future connection to the City's future surface water supply. The difference in cost between this 24-inch pipe and the 12-inch pipe that would normally be needed to serve the project is eligible for reimbursement by the City. An existing 10-inch pipe located in East Tuolumne Road will be extended east to connect to the 12-inch water lines that will be installed in North Waring Road. The pipelines on East Tuolumne Road, and Quincy Road will provide connection points for future pipes within the new roadways of each neighborhood.

The actual alignment of project specific water distribution pipes will be determined by the alignment of future roadways. Figure 4-1 illustrates a conceptual water system consistent with the conceptual circulation plan shown in Figure 2-1, however these alignments may be modified to be consistent with future tentative map proposals. The conceptual system as shown, will consist of 10-inch pipes and 8-inch pipes installed in the streets. Additional connections to the existing water system will be required to loop the water system as shown in North Daubenberger Road.

The City has indicated a possible need for a future domestic well to serve this portion of the City. Although the actual location of this future well has not been determined, the Master Plan area has been identified as one possible location. The Conceptual Water Plan assumes that this well will be located on an alternate site, however, future development may be required to dedicate land for this purpose.



WATER PLAN LEGEND

- Existing Water
- Project Water
- Master Plan Water
- Connections to Existing Water

Figure 4-1
Conceptual
Water Plan

4.3 Sewer

The City of Turlock provides sewer service throughout the City. Sewer service includes collection, transmission and treatment of wastewater through a series of gravity trunk lines and a wastewater treatment plant. This system will be expanded to include the Master Plan area.

The conceptual sewer plan is shown as Figure 4-2 on the following page. The smaller parcels in the northwest corner of the Master Plan area will be served by a system of pipes that tie directly into an existing main in North Quincy Road. The remaining northerly portion of the Master Plan area will be served by a series of pipes that direct wastewater south to an 8-inch main line in East Tuolumne Road and then east into an 6-inch force main in North Waring Road. A pump station will be installed on the north side of East Tuolumne Road, near the detention basin.

The southerly portion of the master plan area will be served by a series of pipes that direct water to a 8-inch line on East Tuolumne Road which leads to the same 6-inch force main in North Waring Road.

A 6-inch force main will be installed in North Waring Road and it will be extended west down East Hawkeye Avenue to North Daubenburger Road, where it will tie into the existing sewer system.

4.3 Sewer

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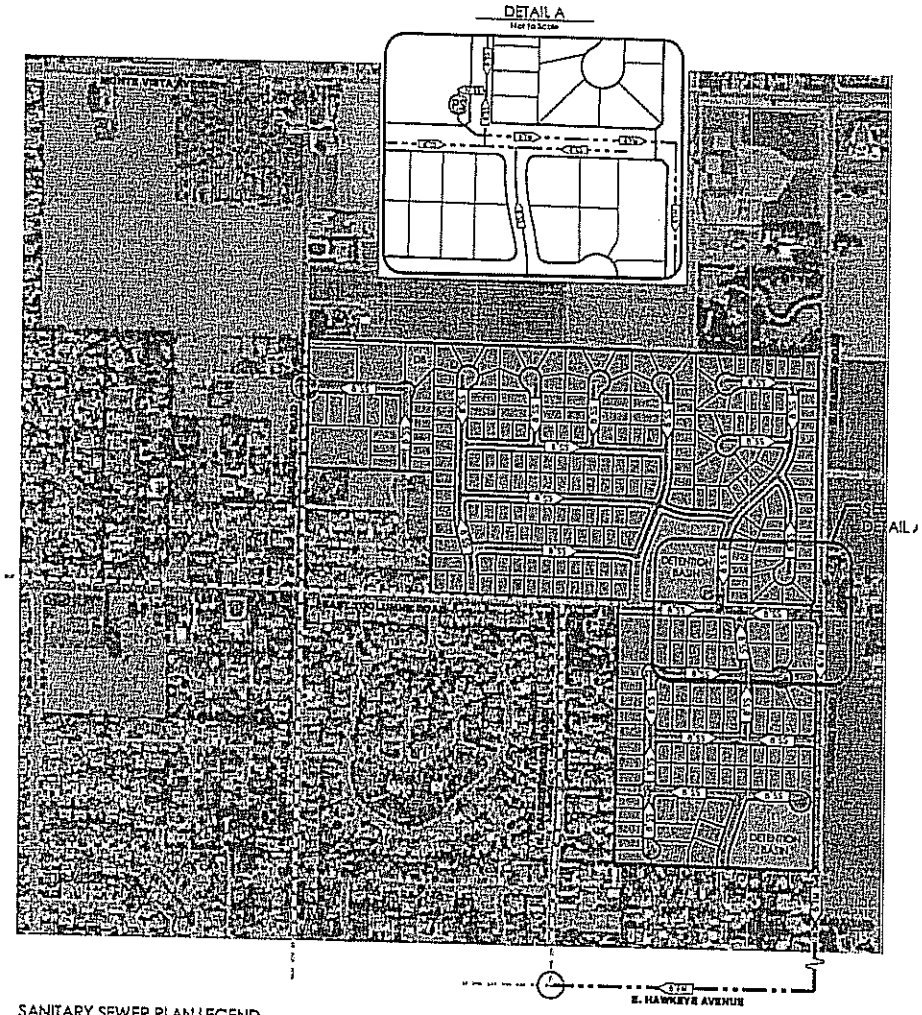
A 6-inch force main will be installed in North Waring Road and it will be extended west down East Hawkeye Avenue to North Daubenburger Road, where it will tie into the existing sewer system.



SANITARY SEWER PLAN LEGEND

- Existing Sewer System
- Project Sewer System
- Master Plan Sewer System
- Connections to Existing Sewer System
- Pump Station

Figure 4-2
Conceptual
Sanitary Sewer Plan

4.4 Storm Water

The City's existing storm water system consists of a series of pipes and detention basins that ultimately release storm water into the San Joaquin River. Catch basins located in streets collect storm water and direct it into pipes within roadways. If the downstream pipes have adequate capacity, this water is then directed through pipes into the overall City storm drain system. In the event of a large storm, however, downstream pipes may not have enough capacity and water is then directed to detention areas and stored within the basin using a control structure. Once downstream pipes regain capacity, the control structure is opened and storm water in the detention basin is released into the overall City storm drain system.

Due to limited capacity of the City's existing system and to maintain water quality within the San Joaquin River, the City of Turlock requires all projects to provide on-site detention facilities capable of storing storm water equal to a 2-inch depth over the entire project site. Based on these requirements, the development within the Master Plan area will need to provide detention facilities capable of storing approximately 15 AF of storm water. The actual size and location of these detention facilities will be determined during the Tentative Map process. The location of detention facilities will depend largely upon the ultimate design of each neighborhood and the availability of land available for detention facilities. Detention facilities may include one large basin that serves the entire area or may consist of smaller basins that serve individual development areas.

Figure 4-3 demonstrates a Conceptual Stormwater System Plan consistent with the Conceptual Circulation Plan. The Conceptual Plan assumes that each area will develop separately. The Conceptual Stormwater System Plan shows 3 separate detention areas, one for each major development area within in the Master Plan area.

Area A

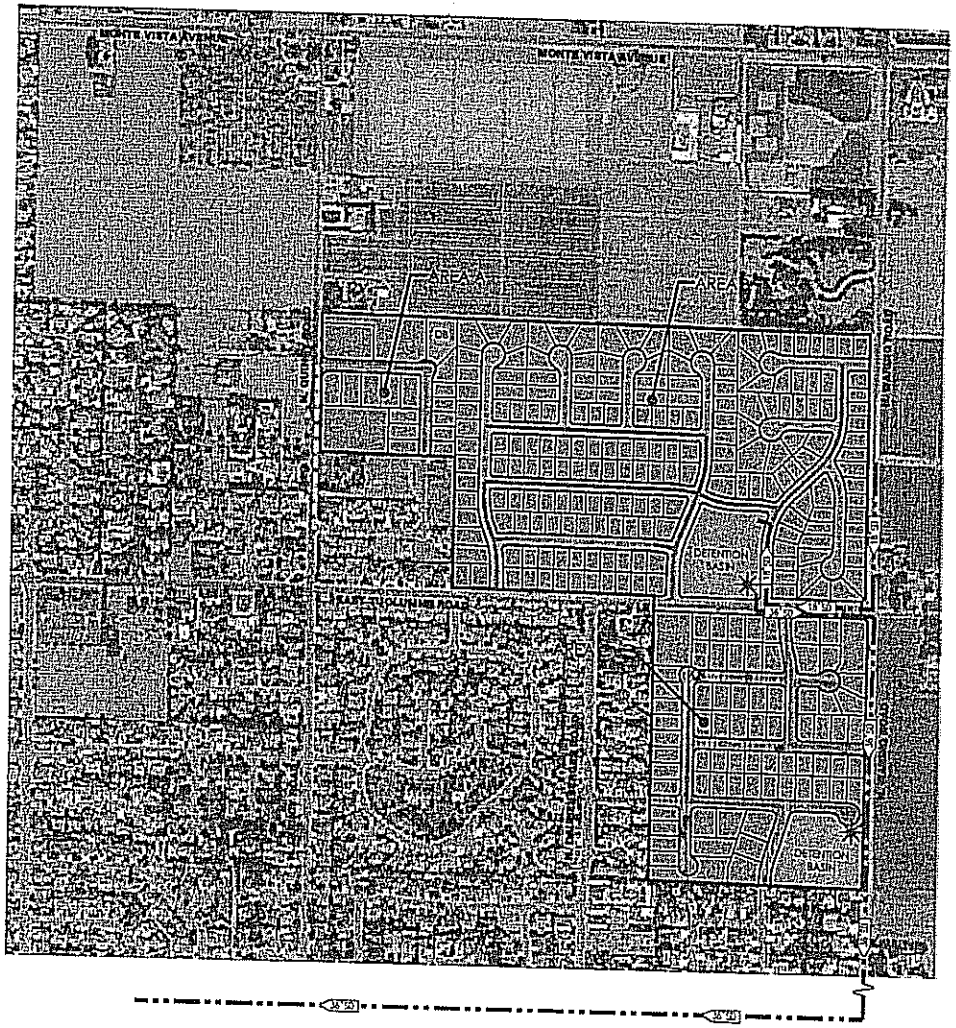
Area A consists of the smaller parcels in the northwest corner of the Master Plan area. Storm drain pipes convey water north to a small detention area. When downstream pipes have sufficient capacity, storm water can then be released into the City's existing storm drain system in North Quincy Road.

Area B

Area B contains most of the Northerly Master Plan development area. Storm drain pipes convey water to a large detention area near the center of the area. When downstream pipes have sufficient capacity, storm water can then be released into a 36 inch storm drain pipe in East Tuolumne Road which will turn south in North Waring Road and feed into a 36-inch storm drain pipe. The 36-inch storm drain pipe will continue south in North Waring Road, turn west in East Hawkeye Avenue and connect to the City's existing storm drain system in East Hawkeye Avenue.

Area C

Area C includes all portions of the Master Plan area south of East Tuolumne Road. Storm drain pipes will convey water to a detention area in the southeast corner of the site. When downstream pipes have sufficient capacity, storm water can then be released into a 36-inch storm drain pipe in North Waring Road. The 36-inch storm drain pipe will continue south in North Waring Road, turn west in East Hawkeye Avenue and connect to the City's existing storm drain system in East Hawkeye Avenue.



STORM DRAIN PLAN LEGEND

- Existing Storm Drain
- Project Storm Drain
- Master Plan Storm Drain
- ✳ Detention Basin (DB) w/ Control Structure

Figure 4-3
Conceptual
Storm Drain Plan

4.5 Police Service

The City of Turlock Police Department provides emergency response, traffic control, animal control, crime prevention and crime investigation as part of its law enforcement program. This area is in the City of Turlock Police Department service area.

The design of future Master Plan neighborhoods should be designed to provide a safe environment with easy access and visibility for police patrolling. To achieve this end, the Master Plan encourages walkways be located along roadways and prohibits these facilities to occur in areas behind homes where they are not easily visible to neighbors and police.

4.6 Fire Service

The City of Turlock Fire Department responds to medical emergencies, fires, hazardous materials spills, public assistance and other emergency calls while managing various operational programs including emergency vehicle management, emergency equipment management, pre-fire planning and facility operations. The Turlock Fire Department also provides fire prevention services and employee training services.

The Turlock Fire Department operates four stations within the City. Each station operates 24 hours a day, 7 days a week.

The City of Turlock Fire Department provides fire protection services to the Master Plan area. Fire Station Number Three, located on East Monte Vista Avenue is the nearest station to the Master Plan area and is located approximately 1.87 miles away. The City of Turlock Fire department considers 3.5 minutes a reasonable response time to respond to fire emergencies in the City. The Master Plan area is located just outside of this response time; therefore the Fire Marshall may require future development within the Master Plan area to provide appropriate mitigation.

5.1 Implementation

The East Tuolumne Master Plan will be implemented through the City of Turlock's development review process. This process requires developers to propose development plans in the form of Tentative Maps and Architectural and Site applications that must be reviewed by City staff and approved by the Planning Commission and City Council. The Master Plan serves as a tool City Staff, Planning Commission and City Council can use to determine if proposed development plans are consistent with the vision for the Master Plan area. This vision requires development proposals maintain the Master Plan area as a rural neighborhood that serves as a transition to County lands to the north and east. Although some flexibility is permissible if a project meets the overall intent of the Master Plan, development proposals should substantially conform to the policies and guidelines set forth in previous chapters.

5.2 Approval Process

The following section describes the various steps in the development and approval process

5.2.1 Environmental Review

As required by the California Environmental Quality Act (CEQA) the Master Plan will need to undergo environmental review to evaluate the project's impact on the environment. During the Initial Study process, the City or the City's environmental consultant will evaluate impacts to habitats and species found within the Master Plan area as well as conformance with the General Plan and other City documents, impacts on archeological and historic resources, and impacts to air quality. In order to determine impacts on air quality, a traffic analysis will also need to be completed to determine how many vehicle trips the project will generate per day. Due to the low intensity of development proposed by the Master Plan as well as preliminary analysis of the site, it is anticipated that the Master Plan will not result in any significant impacts.

If the Initial Study fails to result in significant impacts or if the project's impacts can be mitigated to less than significant, the City will issue a Notice of Intent to adopt a Negative Declaration or Mitigated Negative Declaration. The Negative Declaration or Mitigated Negative Declaration will be subject to a public review period, during which time the public and any other public agencies will have an opportunity to review the document and provide comments. The Negative Declaration or Mitigated Negative Declaration will need to be adopted by City Council as part of the Master Plan's approval.

5.2.2 Master Plan Amendment Adoption

The East Tuolumne Master Plan amendment consists of a General Plan Amendment and a Rezoning action. These actions shall be adopted by ordinance. The Master Plan will establish the land use classifications, development policies, development standards and design guidelines for the Master Plan area. These development policies and standards may differ from the standards and policies contained in the City's existing zoning code and shall supercede those established by the existing Zoning Ordinance. Development policies and standards not covered by the Master Plan shall be determined by the existing Zoning Ordinance.

5.2.3 Subdivision Approval Process

The subdivision approval process, governed by the Government Code and The City of Turlock Municipal Code, allows land to be subdivided and sold to future residents. Once the Master Plan amendment has been adopted by resolution, property owners and developers seeking to develop within the Master Plan area may submit a Tentative Map and other development applications to the City of Turlock Community Development Division, that comply with the new development standards.

- Tentative Map: Proposed projects within the Master Plan area will be required to show street alignments, the configuration of lots, a lot fit plan, plans for all utilities and the location of proposed open spaces. These plans should be in substantial conformance with the design guidelines set forth by the Master Plan. The City may approve minor deviations from these guidelines and standards provided that the overall intent of the Master Plan is achieved.

- Architectural and Site Application: Proposed projects within the Master Plan area will be required to demonstrate that the project meets the architectural and landscape design guidelines set forth in the Master Plan document. This includes conformance with all required setbacks and development standards. The City may approve minor deviations from these guidelines and standards provided that the overall intent of the Master Plan is achieved.

- Right-to-Farm Disclosures: Developers within the Master Plan area will be required to provide future property owners with right-to-farm disclosures. The purpose of the right-to-farm disclosure is to inform homebuyers that they are purchasing property adjacent to existing agricultural lands and that farming activities may result in additional noise, odor, dust, insects, pesticide use and smoke. Homebuyers must acknowledge the adjacent farmer's right to continue these farming activities despite the adjacent residential development.

- Lighting and Landscape District (LLD) Disclosure: Developers within the Master Plan area will be required to disclose to future property owners that they are purchasing property within a Master Planned area and that they will be assessed annually through a Lighting and Landscape District (LLD) for financing the repair and maintenance costs associated with streets, street lights, storm drainage facilities, landscaping and other public facilities that directly benefit residents within the Master Plan area.

5.3 Financing and Maintenance

All improvements within the Master Plan area, including roadway construction and utility installation, will be financed solely by private developers. Some design and construction costs, such as those that have either been oversized to accommodate other areas and future growth or those that have already been planned by the City's General Plan, are eligible for reimbursement by the City (See Public Facilities and Services Chapter).

Long-term maintenance of improvements within the Master Plan area will be financed through a Landscape and Lighting District (LLD). Residents will be assessed a tax that specifically finances operation, maintenance and servicing of roadways, street lights, traffic signals, landscaping, parks and recreation facilities. The LLD will also finance the operation, maintenance and servicing of the detention facilities. The assessment rate and structure of the LLD will be determined by the City Council and shall be based on operation and maintenance budgeting needs for the Master Plan area and the total number of assessable units.

CITY OF TURLOCK
INITIAL STUDY CHECKLIST

1.	Project Title:	**General Plan Amendment 2014-01, Rezone 2014-01 (East Tuolumne Master Plan Amendment)**
2.	Lead Agency Name and Address:	**City of Turlock 156 South Broadway, Ste. 120 Turlock, CA 95380**
3.	Contact Person and Phone Number:	**Katie Quintero– Associate Planner (209) 668-5640**
4.	Project Location:	**2606, 2620, 2736 & 2772 N Quincy Rd 2707, 3007, 2930, and 3130 E. Tuolumne Road (Stanislaus County APNs 073-13-03, 073-13-04, 073-13-09, 073-13-10, 073-13-15, 073-13-16, 073-16-06, 073-16-07)**
5.	Project Sponsor's Name and Address:	**Christopher Hawke 268 Bush Street #2927 San Francisco, CA 94104 And Ron Katakis 1850 Arbor Way Turlock, CA 95380**
6.	General Plan Designation:	**Very Low Density Residential (VLDR)**
7.	Zoning:	**Residential Estate (RE)**

8. Description of the Project:

A private application has been made to update the East Tuolumne Master Plan to re-designate 3007 East Tuolumne Road, Stanislaus County APN 073-013-004 and 2707 East Tuolumne Road, Stanislaus County APN 073-013-003 from Very Low Density Residential (VLDR) to Low Density Residential. This re-designation will allow these two properties to develop at 3 to 4 units to the acre instead of .2-3.0 dwelling units to the acre. All other properties in the Master Plan will remain Very Low Density Residential. This re-designation will allow for an increase from an estimated 200 lots to approximately 278 lots at Master Plan build out. The Master Plan area is in the City limits.

The Public Draft of the East Tuolumne Master Plan Amendment is available on the City's website at:

http://ci.turlock.ca.us/citydepartments/communityplanning/specificmasterplans/easttuolumnemasterplan.asp

8) **Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)**
The East Tuolumne Master Plan is comprised of eight (8) properties located at the City's eastern edge generally along East Tuolumne Road between North Quincy and North Waring Roads. To the west and south of the project site are single-family homes and to the north and east are rural residential / agricultural lands.

9) Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

San Joaquin Valley Air Pollution Control District

10) EARLIER ENVIRONMENTAL ANALYSES

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. [Section 15183]

a) Earlier analyses used. (Available for review @ the City of Turlock – Community Development Services, 156 S. Broadway, Suite 120, Turlock, CA).

City of Turlock General Plan, 2012 (City Council Resolution No. 2012-173)
Turlock General Plan – EIR, 2012 (Turlock City Council Resolution No. 2012-156)
City of Turlock, Housing Element, Certified in 2003
City of Turlock, Water Master Plan Update, 2003 (updated 2009)
Turlock Parks Master Plan, 1995 (Reviewed in 2003)
City of Turlock, Waste Water Master Plan, 1991 (Draft Update 2014)
City of Turlock, Storm Water Master Plan, 2013
City of Turlock, Urban Water Management Plan, 2010 (Adopted 2011)
City of Turlock, Sewer System Master Plan, 2013
Turlock Municipal Code
City of Turlock Capital Facilities Fee Nexus Study (Turlock City Council Resolution No. 2013-202)
Traffic Impact Analysis for East Tuolumne Master Plan-KD Anderson & Associates Inc., August 22, 2014

b) Impacts adequately addressed. (Effects from the checklist below, were within the scope of, and adequately analyzed during an earlier document pursuant to applicable legal standards, and such effects were addressed by mitigation measures based on the earlier analysis).

As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of transportation, noise, regional air quality, and the eventual loss of agricultural land and soil resources. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in this initial study. The intensity of the proposed development will result in project level impacts that are equal to, or of lesser severity, than those anticipated in the General Plan EIR, and they would not be different from cumulative effects anticipated by the Turlock General Plan EIR. Potential secondary environmental impacts from the project will be of equal or lesser severity than those identified in the General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and their respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

c) Mitigation Measures. (For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

Project level impacts will be mitigated by application of mitigation measures identified in this initial study, and by appropriate conditions of approval. All cumulative environmental effects related to the ultimate development of the project area will be mitigated through compliance with the policies, standards, and mitigation measures of the Turlock General Plan and General Plan EIR, as well as the standards of the Turlock Municipal Code, and are herein incorporated by reference where not specifically identified.

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INITIAL STUDY CHECKLIST

The project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below (X) could be potentially affected by this project. However, these impacts would result in a less than significant on the environment by incorporating appropriate mitigation measures.

X	Aesthetics	X	Hazards & Hazardous Materials	X	Public Services
X	Agricultural Resources	X	Hydrology/Water Quality	X	Recreation
X	Air Quality		Land Use/Planning	X	Transportation/Traffic
X	Biological Resources		Mineral Resources	X	Utilities/Service Systems
X	Cultural Resources	X	Noise	X	Mandatory Findings of Significance
X	Geology/Soils		Population/Housing		

RECOMMENDED FINDINGS:

Pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15168(c)(1), the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. **Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.**

2. **All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.**

3. **Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.**

4. **There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.**

5. **The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.**

6. **Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of transportation, noise, regional air quality, and the eventual loss of agricultural land and soil resources. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project**

and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-0156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

7. **Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:**

   a. **no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and**
   b. **that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.**

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DEDCLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Katie Quintero, Associate Planner

Date

CITY OF TURLOCK
INITIAL STUDY CHECKLIST

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

CITY OF TURLOCK
INITIAL STUDY CHECKLIST

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
1. Aesthetics – Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		X		

Response:

a) The project would not have a significant impact on aesthetics by obstructing any scenic views or creating offensive public views. There are no scenic vistas located within the Master Plan area. The project would convert undeveloped property designated for residential development to urban uses, adversely impacting the existing visual character or quality of the site. However, this is considered a less than significant impact as the magnitude of this impact is no greater than the anticipated urban development for the area under the Turlock General Plan and the previous East Tuolumne Master Plan. Pursuant to CEQA §15162, the project will not create any adverse aesthetic impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

b) No scenic resources currently exist on the site.

c) The project would convert vacant, underutilized property to urban uses, thereby changing the existing visual character and quality of the site. A wall is proposed along Waring Road and along a portion of East Tuolumne Road. This wall shall be landscaped to reduce the visual impacts of the wall and help discourage graffiti. All streetscapes shall be landscaped. The Master Plan will ensure the residential projects in the area provide visual interest and variety. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any adverse aesthetic impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock General Plan EIR.

d) The development of the Master Plan area with approximately 278 single-family dwelling units will produce additional light and glare from on-site lighting and street lights. All lighting proposed in conjunction with this development is subject to compliance with the City's regulations pertaining to lighting. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR. In accordance with the Turlock Municipal Code, all types of illumination in the Master Plan area shall not be a source of light and glare upon adjoining developments. To insure compliance to this standard, the project specific mitigation measures described below will be implemented.

Sources: [*City of Turlock, General Plan 2012, City Design Elements, 2012; City of Turlock, Standard Specifications, Section 18; City of Turlock Beautification Master Plan, 2003].*

CITY OF TURLOCK
INITIAL STUDY CHECKLIST

Mitigation:

1. **The wall along Waring Road and East Tuolumne Road shall be landscaped.**
2. **General Plan Policy 6.3-d Provide attractive, landscaped streetscapes.**
3. **General Plan Policy 3.7-q Visual interest and compatibility in residential design. Residential projects should include visual interest and variety. The size, scale, proportion, color, placement, and detailing of architectural features should be carefully considered to complement the overall massing and scale of the single-family building. Single family projects should include architecture and landscaping that is complimentary and creates a neighborhood identity with visual interest and variety.**
4. **All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.**
5. **Lighting shall be oriented to minimize impacts upon existing and planned residences. Future residential developments shall mitigate the impacts of light and glare sources through project design.**
6. **Sources of high illumination shall be separated from light-sensitive receptors.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
2. Agriculture Resources - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources agency, to non-agricultural use?		X		
b) Conflict with existing zoning for agricultural use of a Williamson Act contract?				X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?		X		

Response:

a) The development of this proposed project would result in a loss of Prime Farmland, as identified by the CA Department of Conservation Farmland Mapping and Monitoring Program, but this is less than significant as the loss of farmland from this project is consistent with the General Plan EIR. The loss of farmland within the entire Turlock Planning Area has already been analyzed in the General Plan EIR and was considered a significant impact that cannot be mitigated. Consequently, the City Council of the City of Turlock adopted a Statement of Overriding Considerations for the General Plan (Turlock City Council Resolution No. 2012-156), stating that the social and economic benefits of converting the farmland outweighed the adverse environmental effects (CEQA Guidelines § 15093). This Statement of Overriding Considerations included the farmland on the subject site.

The development of the project site does not propose any changes to the General Plan, changes in circumstance, or new information that would cause substantial agricultural impacts that were not considered in the General Plan EIR. The eastern boundary of the ETMP area is Waring Road, which is coterminous with the City's Sphere of Influence.

Mitigation identified in the Turlock General Plan EIR has been incorporated into the project to help try to reduce the impacts to agriculture. The amendment to this Master Plan to allow for an increase in the density of the development supports General Plan policies which encourage developing at higher densities than typical in recent years in order to limit the amount of land needed for expansion while still accommodating urban growth.

All of the lots in the Master Plan area shall have a Right-to-Farm Notice recorded on the deed to help ensure new development in the area does not impact the current agricultural operations in the area. An agricultural buffer shall be created at the urban/rural edge of the Master Plan, along Waring Road and along the northern boundary of the Master Plan where properties are adjacent to agricultural land. This buffer will include increased setbacks along the northern property line and the installation of a wall and increased setbacks along Waring Road.

Pursuant to CEQA §15162, this project will not create any new significant environmental impacts related to agricultural resources and therefore no additional environmental documentation is warranted. Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no agricultural impacts peculiar to the project, no new significant agricultural impacts, no new offsite and cumulative agricultural impacts, or no agricultural impacts that are more significant than described in the prior General Plan EIR.

b) The site is zoned for urbanized uses and will not conflict with any agricultural zoning districts or land held in Williamson Act Contract.

c) **Agricultural operations in the vicinity of the proposed project may cause some conflict with the proposed residences. Examples of typical adverse impacts include, but are not limited to: noise, dust, and chemical usage (pesticides, herbicides, and fungicides) associated with normal agricultural operations. However, the entire Master Plan area will be developed at a maximum of three to four dwelling units per acre. The Turlock General Plan recognizes that development at this density serves as a buffer between the more dense urban residential neighborhoods to the west and the agriculturally zoned properties to the east. In addition, the proposed Master Plan area will be separated from agriculturally zoned properties to the east by Waring Road, which will provide for a 71 foot separation between the two zoning districts equivalent to the 56 foot right-of-way width required by the ETMP and the fifteen foot landscaped area required along the masonry wall along Waring Road. Properties to the north of the Plan area are currently zoned agriculture, but located within the City's Sphere of Influence and designated "Urban Reserve". Properties along the northern property line adjacent to agricultural properties are required to provide and additional ten foot rear yard setback to create an additional buffer area between the residences and the agricultural properties. A Right-to-Farm notice shall be recorded on the deed of each new lot created in the Master Plan area.**

Sources: *[CA Dept. of Conservation Farmland Mapping and Monitoring Program, City of Turlock, General Plan Conservation and New Growth Areas and Infrastructure Element, 2012 & Housing Element, 2003; City of Turlock, General Plan EIR, 2012; Turlock City Council Resolution 2012-156, Statement of Overriding Considerations (Turlock City Council Resolution 2012-156)].*

Mitigation:

1. **General Plan Policy 6.1-O In locations where agricultural activities may affect nearby residences, require that all deeds recorded include a Right-to-Farm Notice.**
2. **General Plan Policy 3.2-C Urban/Rural edge. Deep landscaped setbacks and agricultural buffer shall be used to screen the edge of urban development. This shall include a wall along Waring Road and an additional 15' setback to the property line for the lots along Waring Road. The lots along the northern property line adjacent to agricultural properties shall provide an additional 10' rear yard setback.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
3. Air Quality - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?			X	

e) Create objectionable odors affecting a substantial number of people?			X	
f) Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
g) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs?		X		

Response:

a) **The project will neither conflict nor obstruct implementation of the 2007 PM10 Maintenance Plan, the 2007 Ozone Plan, or the 2008 PM2.5 Plan or related subsequent Progress Reports of these plans. Furthermore, the mitigation measures contained in Turlock Area General Plan Environmental Assessment and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate the air quality impacts from the proposed project. Pursuant to CEQA §15162, the project will not create any impacts which warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.**

Comment was received from the San Joaquin Valley Air Pollution Control District (SJVAPCD) that the proposed project may be subject to District Rule 9510 (Indirect Source Review) as well as other District rules.

The mitigation measures contained in Turlock Area General Plan Environmental Assessment and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate the air quality impacts from the proposed project. The General Plan EIR has identified that the build out of the General Plan will have significant and unavoidable impacts to air quality and has adopted a Statement of Overriding Considerations. Pursuant to CEQA §15162, the project will not create any impacts which warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

b), c), and d) See Section a) above.
Also, scientific study has concluded that global climate change is occurring, in large part due to greenhouse gas emissions. In response, a new focus has been placed on the California Environmental Quality Act (CEQA) as a means to analyze a project's greenhouse gas (GHG) emissions.

While the project will result in a net increase in Green House Gas emissions as it is developing a currently vacant site with a new residential use, the implementation of the mitigation measures identified in the Turlock Area General Plan Environmental Assessment and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate the air quality impacts from the proposed project. The City of Turlock General Plan has met the Green House Gas emission standards until 2015 and therefore no additional mitigation other than that identified in the General Plan is required.

e) The project may produce odors during the construction phase of development of the site; however, these impacts are short-term in nature and are anticipated to be of a less-than-significant impact. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

f &g) See a & b

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Sources: *San Joaquin Valley Unified Air Pollution Control District 2007 PM-10 Maintenance Plan, September 2007; 2007 Ozone Plan, April 30, 2007; 2008 PM-2.5 Plan; SJVAPCD's Guide For Assessing and Mitigating Air Quality Impacts (revised January 10, 2002); Turlock General Plan EIR, 2012, Turlock General Plan, Air Quality and Greenhouse Gas Element Section, 2012; Statement of Overriding Considerations (Turlock City Council Resolution 2012-156) SJVUAPCD (June 2005) Air Quality Guidelines for General Plans].*

Mitigation:

1. **The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.**
2. **The builder and/or developer shall comply with the SJVAPCD Compliance Assistance Bulletin for Fugitive Dust Control at construction sites.**
3. **The applicant shall pay all Capital Facility Fees prior to issuance of the building permit.**
4. **During construction to minimize dust and air emission impacts site watering or the application of dust suppressants shall be used, stockpiles shall be covered and grading activities shall be suspended during high wind periods (winds greater than 25 miles per hour).**
5. **In accordance with San Joaquin Valley Unified Air Pollution Control District's Rule 4901 (as amended 7/17/2003), the following restrictions will apply:**
   a) **No installation of wood-burning fireplaces in a new residential development with a density greater than two (2) dwellings units per acre.**
   b) **No installation of more than two (2) EPA Phase II Certified wood burning heaters per acre in any new residential development with a density equal to or greater than three (3) dwelling units per acre.**
   c) **No installation of more than one (1) wood burning fireplace or wood burning heater per dwelling unit in any new residential development with a density equal to or less than two (2) dwelling units per acre.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
4. Biological Resources - Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		X		
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X

d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?				X

Response:

a) The proposed project would not have any direct effects on species, riparian habitat, wetlands, nor would it interfere with the movement of any resident or migratory fish, conflict with policies protecting biological resources or the provisions of an adopted Habitat Conservation Plan. Virtually all of the land within the urban boundaries of Turlock, as well as unincorporated land within the City's Sphere of Influence, has been modified from its native state, primarily converted into urban or agricultural production. There are no riparian areas or vernal pools in the area.

The California Natural Diversity Database has identified two special-status species within the General Plan Study area, the Swainson Hawk and the Hoary bat. While the study area does not contain land that is typical for the hawk's breeding and nesting, it is presumed to be present and mitigations measures have been incorporated to address any potential impacts. The Hoary bat is not listed as a Species of Special Concern by the California Department of Fish and Wildlife but it is monitored in the CNDDB. The subject site is out of the area in which the Hoary bat is presumed to be present.

The General Plan has identified mitigation measures to address this and they have been incorporated into the project. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

b), c), d), e), and f)
See Section a) above.

Sources: *[California Dept. of Fish & Game: Natural Diversity Data Base; California Native Plant Protection Act; U.S. Dept. of Agriculture: Land Capability Classification Maps; California Dept. of Conservation: Important Farmlands Maps & Monitoring Plan; Stanislaus County Williamson Act Contract Maps; Turlock General Plan, Conservation Element, 2012; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998]*

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Mitigation:

1. **If ground disturbing activities, such as grading, occurs during the typical nesting season, February through mid-September the developer is required to have a qualified biologist conduct a survey of the site no more than 10 days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.**
2. **If nests are found they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.**
3. **If Swainson's Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10 mile radius Mitigating habitat loss within a 10 mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.**
4. **The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
5. Cultural Resources - Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?		X		

Response:

a) The project would not alter or destroy any historic archaeological site, building, structure, or object, nor would it not alter or affect unique ethnic cultural values or restrict religious or sacred uses. The City has conducted a Cultural Survey as part of the Turlock General Plan. As a result of many years of extensive agricultural production virtually all of the land in the Plan area has been previously altered from its native or riparian state. There are no known sites of unique prehistoric or ethnic cultural value. Pursuant to CEQA §15162, the project will not create any impacts which warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

b), c)
See Section a) above.

Sources: *[Turlock General Plan, Conservation Element, 2012; City of Turlock, Cultural Resources Survey,2008]*

Mitigation:

1. **In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find. If it is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resources shall be formulated and implemented.**
2. **If previously unrecorded archaeological resources, as defined by State Law are discovered, construction activities shall be suspended and a qualified archaeologist shall be called to evaluate the find and to recommend proper action.**
3. **If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
6. Geology and Soils - Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X

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iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?		X		
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			X	

Response:

a) The proposed project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving any of the following: the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, including liquefaction, or landslides. The project will not result in substantial soil erosion or the loss of topsoil, be located on a geologic unit or soil that is unstable, be located on expansive soil, or have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems. There will be no unstable earth conditions, major changes in topography or ground surface relief features, no destruction or modification of any unique geologic/physical feature by the proposed project. There will be no exposure to any geologic hazards in the project area. Turlock is located in Seismic Zone 3 according to the State of California and the Alquist-Priolo Special Study Zones Act. All building permits are reviewed to ensure compliance with the California Building Code (CBC). In addition, the City enforces the provisions of the Alquist-Priolo Special Study Zones Act that limits development in areas identified as having special seismic hazards. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

b), c), & d)
See Section a) above.

e) As a condition of approval, the development will be required to connect with the City of Turlock's waste water system and will not utilize any type of septic system.

Sources: *[California Uniform Building Code, 2013; City of Turlock, Standard Specifications, Grading Practices; City of Turlock, Municipal Code, Title 8, (Building Regulations); City of Turlock, General Plan, Safety Element, 2012]*

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Mitigation:

1. **The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.**
2. **The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.**
4. **The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.**
5. **The project shall comply with all erosion control measures listed in the Air Quality, and Hydrology and Water quality sections of this document, a grading and erosion control plan shall be prepared for the project.**
6. **The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
7. Hazards and Hazardous Materials - Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?		X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?		X		

g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?		X		
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Response:

a) **Because the project is for residential uses, there is no anticipated risk of explosion or release of hazardous substances from the proposed project. No industrial uses are associated with the proposed project. The applicant shall work with the Air District and obtain Air District approval prior to the demolition of any buildings on-site to ensure compliance with all Air District Standards and proper handling of asbestos, if asbestos is present. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.**

b), c) See Section a. above.

d) The project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5.

e) The project site is not located within two miles of a public airport or public use airport. A private airstrip serving a local pilot is located at 2707 East Zeering Road (APN 073-004-004), approximately 0.75 miles north of the project site. The Stanislaus County Zoning Ordinance has established a 1,000 foot radius around the perimeter of a private strip as a clear area not suitable for most types of development. The project site is located outside of the 1,000 foot radius. Further, the Federal Aviation Administration (FAA) has established regulations for flight operations near built-up areas. Therefore, any future development of the project site with a residential subdivision will not result in a safety hazard for people residing in the area. However, noise generated from the operation of this airstrip may cause some degree of infrequent annoyance to future residents of this project site. Therefore, to disclose this information to future residents, the following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

f) See e) above

g) The project site is located out of the 1.5 mile response radius for the Fire Department. To mitigate this, the Fire Marshall or Chief Building Official will require certain accessory buildings of concern to install fire sprinklers. The project will require the installation of on-site fire hydrants and other improvements to be consistent with the City's Emergency Response Plan. The proposed project will not impair the implementation of an adopted emergency response / evacuation plan. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

h) There are no wild land fire areas located within or adjoining the project site. Pursuant to CEQA §15162 and 15177(b)(2), the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.
Sources: *[City of Turlock, Emergency Response Plan, 2004; Stanislaus County Airport Land Use Commission Plan, 1978, amended May 20, 2004, Stanislaus County Mulit-Jurisdictional Hazard Mitigation Plan, 2010; City of Turlock, General Plan, Safety Element, 2012; City of Turlock, Municipal Code, Title 8, (Building Regulations)]*
Mitigation: **1. The applicant shall comply with all Air District requirements and obtain the necessary approvals prior to the demolition of any existing structures.** **2. Accessory structures shall install fire sprinklers in accordance with the Fire Marshall and/or Building Officials discretion.** **3. The project shall meet the fire protection standards established by the City. Typical standards include, but are not limited to:** **• On-site hydrants;** **• Adequate emergency access to buildings;** **• Hazardous materials plan** **4. The following notice shall be provided to potential property owners within the Master Plan area: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
8. Hydrology and Water Quality – Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially degrade groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?		X		
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?		X		

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site.		X		
e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?		X		
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving				X
j) Flooding, including flooding as a result of the failure of a levee or dam?				X
ii) Inundation by seiche, tsunami, or mudflow?				X

a) Development of the project area would not result in water quality or waste discharge violations. Development of the project area would result in changes in absorption rates, drainage patterns and the rate and amount of surface water runoff equal to the area of impervious surface created by building and paving. Upon development, the project will be required to connect to City utility systems, including water. Adequate open space areas around the project site will allow for some groundwater recharge while other runoff will be captured in the City storm water system. The Master Plan is divided into three separate areas for storm water: Area A, Area B, and Area C. Each area will have a separate detention basin to store storm water until storm drain pipes can convey the water away from the area to the City's Master Storm system. The final design of all storm drainage facilities will be determined through the vesting tentative subdivision map phase of project development. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the hydrology and water quality impacts associated with the project.

b), See above

c), Development of the project area would result in changes in absorption rates, drainage patterns and the rate and amount of surface water runoff equal to the area of impervious surface created by building and paving. The project area is located within the boundaries of the current Storm Drain Master Plan area. Storm drain lines will be extended as development occurs in the area. The project site is not located near surface, fresh or marine water bodies. Negligible or no effect is anticipated for surface, fresh, marine or ground waters from the project. There is negligible or no effect from the proposed project anticipated on water available for public water supplies. Any development that occurs as a secondary effect of this project is not permitted to occur within areas that are subject to inundation by 100-year flood events. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the hydrology and water quality impacts associated with the project.

d), e), f) See a) above.

i) The project will not result in the placement of housing within the 100-year floodplain. The project site is not located in a flood area, nor will development occur within areas that are subject to inundation by 100-year flood events.

h & i) See g) above

ii)See g) above. As the project site is not located near surface, fresh or marine water bodies there is no anticipated inundation.

Sources: *[Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) for the City of Turlock dated September 26, 2008; City of Turlock, Storm Water Master Plan, 2013; City of Turlock, Waste Water Master Plan, 1991; City of Turlock, Water Master Plan Update, 2009; City of Turlock Urban Water Management Plan, 2010, City of Turlock Sewer System Master Plan, 2013, City of Turlock, Municipal Code, Title 9, Chapter 2, Water Conservation Landscape Ordinance; Turlock City Council Resolution 2012-156, Statement of Overriding Considerations]*

Mitigation:

1. The project shall connect to the City's Master Storm Drainage System.
2. The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality.
3. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system.
4. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
5. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
6. A spill prevention and cleanup plan shall be implemented.
7. The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches.
8. A General Construction permit shall be obtained from the State Water Resources Control Board, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.

	Potentially	Less Than	Less Than	No Impact

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	Significant Impact	Significant Impact With Mitigation	Significant Impact	
9. Land Use Planning – Would the project:				
a) Physically divide an established community?				X
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?				X

Response:

a) **The proposed project will not physically divide an established community. The Master Plan area is in the City of Turlock boundary and is contiguous with urbanized land in the City's Northeast Quadrant. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.**

b). **The project consists of the re-designation of two of the properties in the Master Plan area from Very Low Density Residential to Low Density Residential. This requires amending the General Plan and Zoning Designations for these properties. The General Plan update done in 2012 identified evaluating and updating the East Tuolumne Master Plan area as a high priority to make development in the area more feasible. Increasing the number of units in the Master Plan area will reduce the per unit development impact fee cost and should help make development of the area more feasible. The General Plan also emphasizes the importance of preserving farmland through more compact development than has previously been achieved. This proposed project will increase the allowable density of the area facilitating the development of 78 more residential units than could previously be accommodated. This achieves the General Plan goal of evaluating the East Tuolumne Master Plan area, increasing density, while still maintaining larger lots than in more residential areas to still achieve the transition area envisioned in the previous Master Plan.**

Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

c) **The proposed project would not conflict with any applicable habitat conservation plan or natural communities' conservation plan. Virtually all of the land within the urban boundaries of Turlock, as well as unincorporated land within the City's Sphere of Influence, has been modified from its native state, primarily converted into urban or agricultural production. As a result, there is no recorded evidence of the presence of rare or endangered animal species in the Turlock Planning Area. According to the U.S. Fish and Wildlife Service publication "Recovery Plan for Upland Species of the San Joaquin Valley, California" there are no habitat conservation plans or natural communities' conservation plans for the subject area. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.**

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Sources: *[Turlock General Plan, Conservation Element 2012 & Housing Element, 2003; City of Turlock General Plan EIR, 2012; Turlock Municipal Code, Title 9, Chapter 3; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998]*
Mitigation: **None**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
10. Mineral Resources – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
Response: **a) Any development that may ultimately occur in the City does result in the utilization of natural resources (water, natural gas, construction materials, etc.); however, these resources will not be depleted by this project. No minerals are known to exist on the project site, according to the Turlock General Plan EIR inventory. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.**				
b) See a) above.				
Sources: *[City of Turlock, General Plan, Conservation Element, 2012,]*				
Mitigation: **None required.**				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
11. Noise – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?		X		

Response:

a) The project area is not located in an existing or future noise contour area as identified by the Turlock Area General Plan EIR. A future expressway connection may be installed somewhere near Waring Road but the exact location and timing are unknown at this time and they would be analyzed as part of that project. A masonry wall will be installed along Waring Road to buffer the agriculture uses and the residences. This wall will help with noise impacts but it is not required as noise mitigation.

The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the noise impacts associated with the project.

b) During construction, there may be some groundbourne vibration or noise levels. However, these are temporary impacts and not considered significant. All construction activities shall be subject to the Turlock Municipal Code (Title 9, Chapter 2) for noise regulations.

The mitigation measures identified the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the noise impacts associated with the project. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

c), d) See Section a) above.

e) The project site is not located within two miles of a public airport or public use airport. A private airstrip serving a local pilot is located at 2707 East Zeering Road (APN 073-004-004), approximately 0.75 miles north of the project site. The Stanislaus County Zoning Ordinance has established a 1,000 foot radius around the perimeter of a private strip as a clear area not suitable for most types of development. The project site is located outside of the 1,000 foot radius. Further, the Federal Aviation Administration (FAA) has established regulations for flight operations near built-up areas. Therefore, any future development of the project site with a residential subdivision will not result in a safety hazard for people residing in the area. However, noise generated from the operation of this airstrip may cause some degree of infrequent annoyance to future residents of this project site. Therefore, to disclose this information to future residents, the following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

f) See e) above.

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Sources: *[City of Turlock, General Plan, Noise Element, 2013; City of Turlock, Municipal Code, Title 9, Chapter 2, Noise Regulations; Stanislaus County Airport Land Use Commission Plan, as Amended May 20, 2004; Merced County Airport Land Use Compatibility Plan, June 12, 2012; Turlock General Plan, Circulation Element, 2013]*

Mitigation:

1. **The following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
12. Population and Housing – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			X	
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Response:

a) **This project will result in an increase in population in the project area. The construction of approximately 278 new single-family homes will result in an addition of approximately 834 people; however, this impact has been anticipated for this area in the Turlock General Plan. The General Plan designates the area for residential uses. Therefore, the proposed project will have no adverse effect on the regional or local population projections. Infrastructure will be extended to serve the proposed development.**

Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

b) **The project will not displace substantial numbers of existing housing or people. Several occupied dwellings currently exist throughout the project area and none of these are currently slated for demolition in conjunction with the Master Plan Amendment for the properties. At such time as vesting tentative subdivision maps are processed on the individual properties, this issue will be revisited through the environmental review of that specific proposal.**

c) See b) above.
Sources: *[City of Turlock, General Plan, Land Use Element, 2012, & Housing Element, 2003; City of Turlock, General Plan EIR, 2012]*
Mitigation: **None required.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
13. Public Services – Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?		X		
b) Police Protection?		X		
c) Schools?		X		
d) Parks?		X		
e) Other public facilities?		X		

Response:

a) Development of the project area will require additional fire and police services. The developer will be required to pay Capital Facilities Fees upon development, a portion of which is used to fund Fire and Police service capital improvements. The area is out of the 1.5 mile response area so to mitigate this the Fire Marshal and/or Building Official will require accessory structures that present potential hazards to install fire sprinklers. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the public service impacts associated with the project.

b) See Section a) above.

c) Under the Leroy F. Greene School Facilities Act of 1998, the satisfaction by the developer of his statutory fee under California Government Code Section 65995 is deemed "full and complete mitigation" of school impacts. Therefore, mitigation of impacts upon school facilities shall be accomplished by the payment of the fees set forth established by the Turlock Unified School District.

d) Development of the project area would result in an increased use of existing neighborhood or regional parks. Consistent with the General Plan Class II bike lanes will be provided on North Waring and East Tuolumne Road. In addition, development fees are collected from all new development to provide additional park lands and facilities. Conditions of development will require payment of these fees and charges, land dedication, improvements, and / or in lieu fees will be collected at the time of final map approval or building permits, as applicable. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the public service impacts associated with the project.

d) **Development of the project area will impact the maintenance of public facilities and could generate impacts to other governmental services. The City has prepared and adopted a Capital Facility Fee Program that identifies the public service needs of roads, police, fire, and general government that will be required through build-out of the General Plan area. This program includes the collection of Capital Facility Fees from all new development. An East Tuolumne Master Plan Area fee (i.e. development fees) has been established and will be updated as part of the Master Plan Amendment. This fee will be collected from all new development for recreational lands and facilities. Development fees are also collected from all new development for recreational lands and facilities. Conditions of development will require payment of these fees and charges, where appropriate and allowed by law. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the public service impacts associated with the project.**

Sources: *[Stanislaus County, Public Facilities Plan Update Final Report, 2003; City of Turlock, Capital Facility Fees Program, 2004, City of Turlock, Capital Improvement Program (CIP), 2012/2012-2015/2016, Turlock Unified School District, School Facilities Needs Analysis, 2014; City of Turlock, General Plan, Parks and Recreational Open Space and Safety Elements, 2012].*

Mitigation:

1. **Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.**
2. **Prior to final map, all properties in the Master Plan area shall annex to Community Facilities District # 2.**
3. **Residential development shall fully mitigate its impacts upon school facilities pursuant to California statutes.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
14. Recreation				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		X		
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Response:

a) ETMP Area Fees and Capital Facilities Fees will be collected from all new developments to provide adequate parklands and facilities to accommodate the new area. Annexation to Community Facilities District # 2 will be required to finance on-going park / open space maintenance, as well as police and fire operations. Conditions of development will require payment of these fees and charges, land dedication, improvements, and / or in lieu fees will be collected at the time of individual final map approval in the ETMP area or building permit issuance, as applicable.

The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the public service impacts associated with the project.

b) See a) above.
Sources: *[City of Turlock, General Plan, Parks and Recreational Open Space and Safety Elements,2012; City of Turlock, Municipal Code, Title 11, Subdivision & Recreation Impact Requirements, City of Turlock, Capital Improvement Program (CIP), 2012/2012-2015/2016]*
Mitigation: 1. **Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.** 2. **Prior to final map, all properties in the Master Plan area shall annex to the Community Facilities District # 2.**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
15. Transportation/Traffic – Would the project:				
a) Cause an increase in the traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?		X		
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?		X		
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
e) Result in inadequate emergency access?				X
f) Result in inadequate parking capacity?			X	
g) Conflict with adopted policies or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X	

Response:

a) Buildout of the project area will cause an increase in traffic within and surrounding the ETMP which could without mitigation exceed an established level of service standard. Based on the traffic study prepared for this project by KD Anderson in their East Tuolumne Master Plan Amendment Traffic Impact Study dated August 22, 2014, the implementation of this project would result in an increase in traffic in the area. This traffic study is available on our website, and will be made available upon request.

Specifically, based on a potential of 278 single-family dwellings in the ETMP area, 2,702 daily trips are anticipated. However, this amount of traffic is consistent with that anticipated for the area under the Turlock General Plan and associated EIR. Based on this information, two area street improvements are necessary to mitigate the long term cumulative traffic impacts of development within the project area. Specifically, the intersections of Monte Vista Avenue and North Quincy Road will require widening and signalization and the Monte Vista Avenue and Waring Road intersection will require widening. The developers will be required to pay their fair share contribution through payment of the City CFF.

Mitigation measures have been identified to ensure that off-site improvements are constructed to address projected traffic levels. In addition, the City has adopted a Capital Facility Fee program with traffic improvements planned for build out of the General Plan. A condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund these circulation improvements required for cumulative impacts added by the development. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the transportation and traffic impacts associated with the project.

b) See a) above.

c) The project site is not located within two miles of a public airport or public use airport; however, a private airstrip serving a local pilot is located at 2707 East Zeering Road (APN 073-004-004), approximately 0.75 miles north of the project site. The Stanislaus County Zoning Ordinance has established a 1,000 foot radius around the perimeter of a private strip as a clear area not suitable for most types of development. The project site is located outside of the 1,000 foot radius. Further, the Federal Aviation Administration (FAA) has established regulations for flight operations near built-up areas. Therefore, any future development of the project site with a residential subdivision will not result in a safety hazard for people residing in the area. However, noise generated from the operation of this airstrip may cause some degree of infrequent annoyance to future residents of this project site. Therefore, to disclose this information to future residents, the following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

d) Installation of public rights-of way and associated improvements will be required as a condition of approval for any forthcoming development project proposed in the ETMP area. The development will not result in a substantial increase in hazards to a design feature or incompatible uses as urban uses abut the project area to the west and south and the developer shall install all right-of-way improvements to City of Turlock standards. There is no anticipated increase in vehicular or pedestrian hazards as a result of the proposed project. All new streets and development are required to meet adopted standards and policies that provide for safe design and avoid a significant traffic safety impact. For example, street curve alignments are designed for certain speeds. Structures and landscaping shall comply with 'clear vision' triangle standards to insure that visual obstructions do not occur at intersections or driveways. Farming activity conflicts will be limited by the buffer areas that will be provided to the north and east.

e) The Turlock Fire Department reviews all development proposals for adequate emergency access. The project will either meet or exceed the Fire Department needs for emergency vehicle access throughout the project site.

See a) above.

f) New development will generate demand for new parking. Existing standards require sufficient on-site parking for proposed land uses. For example each single family home will be required to have a minimum of two on-site parking spaces. The result is a less than significant impact.

g) The proposed development will not conflict with adopted policies or programs supporting alternative transportation. The Master Plan area will provide bike ways in accordance with the General Plan. In addition, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund alternative transportation improvements.

Sources: *[City of Turlock, Capital Improvement Program (CIP), 2012/2012-2015/2016; City of Turlock, General Plan, Circulation Element, 2012; City of Turlock, Airport Master Plan, 1991; StanCOG, Regional Transportation Plan, 2011; Stanislaus Assn. Of Governments, Regional Expressway Plan, 2010; Stanislaus Assn. Of Governments, Congestion Mgmt. Plan, 1992; City of Turlock, Municipal Code, Title 9, Chapter 2, Parking Requirements; Merced County Airport Land Use Compatibility Plan, June 12, 2012]*

Mitigation:

1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and specific plan development impact fees.
2. The following notice shall be provided to potential property owners within the Master Plan area: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
16. Utilities and Service Systems – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	

b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		X		
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		X		
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?		X		
e) Result in a determination by the wastewater treatment provider which services or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?		X		
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Response:

a) **The proposed project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. The area will be required to connect to the City of Turlock sewer system. The type of wastewater anticipated by the project may be readily handled by the current waste water system. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.**

Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no impacts to utilities and service systems peculiar to the project, no new significant utilities and service systems impacts, no new offsite and cumulative utilities and service systems impacts, or no utilities and service systems impacts that are more significant than described in the prior General Plan EIR.

b) **The development of the project site will impact the water and wastewater treatment facilities. New water lines and sewer lines will have to be installed to serve new development within the master plan area. The construction of these new facilities will result in a temporary and less than significant impact on the environment. In addition, payment of East Tuolumne Master Plan fees will be required to fund water and wastewater improvements. These are standard fees of all development in Turlock. In addition, all development within the Master Plan Area will be required to install any project-related wastewater and water infrastructures to ensure adequate wastewater and water services to City of Turlock standards as determined necessary by the City Engineer. To adequately mitigate impacts to water and wastewater infrastructure, an update to and payment of Plan Area fees will be required.**

c) Development of the project area would result in the construction of new storm water drainage facilities or expansion of existing facilities; however, the construction will not cause significant environmental effects. All development within the Master Plan Area will be required to install storm drainage system improvements to incorporate this area into the master system at the time of project construction, including the provision of on-site detention / peaking basins as determined necessary by the City Engineer. The Master Plan is divided into three separate areas for storm water: Area A, Area B, and Area C. Each area will have a separate detention basin to store storm water until storm drain pipes can convey the water away from the area to the City's Master Storm system. Upon development, all projects will be required to connect to City utility systems, including stormwater drainage and water systems. An update to the Master Plan Area fee to fund plan area storm drain infrastructure as well as payment of the City of Turlock's Storm Drainage Fee to fund storm drain improvements will be required conditions of approval for the project.

Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no impacts utilities and service systems peculiar to the project, no new significant utilities and service systems impacts, no new offsite and cumulative utilities and service systems impacts, or no utilities and service systems impacts that are more significant than described in the prior General Plan EIR.

c) The subject site is within the boundaries of the City of Turlock's Water Master Plan. The developer must construct any project-related water infrastructure to ensure adequate water service to City of Turlock standards. Mitigation of the need for the alteration to water systems will be through the requirement that the applicant, prior to the issuance of building permits, pay the adopted water connection fees, reflecting the pro rata share of the necessary improvements to the existing City water system for each new water user as well as Master Plan Area fees. Furthermore, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund water improvements.

Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no impacts utilities and service systems peculiar to the project, no new significant utilities and service systems impacts, no new offsite and cumulative utilities and service systems impacts, or no utilities and service systems impacts that are more significant than described in the prior General Plan EIR.

e) See a) and b) above.

f) Upon completion, all homes in the project area shall contract with the City of Turlock's designated waste hauler, Turlock Scavenger for solid waste disposal. Sufficient capacity remains for the additional solid waste needs to support this project.

g) Waste will be of a domestic nature and will comply with all federal, state and local statutes. Turlock Scavenger has an adopted waste diversion / recycling program which has resulted in waste diversion exceeding state-mandated (California Integrated Waste Management Board) timeframes under Public Resources Code 41000 *et seq.*

Sources: *[City of Turlock, Capital Improvement Program (CIP), 2011/2012-2015/2016; City of Turlock, General Plan, City Design, Safety and Conservation Elements, 2012 & Housing Element, 2003; City of Turlock, Water Master Plan Update, 2009; City of Turlock, Waste Water Master Plan, 1991; City of Turlock, Storm Water Master Plan, 2013].*

CITY OF TURLOCK
INITIAL STUDY CHECKLIST

Mitigation:

1. The City of Turlock shall amend the ETMP Area Fee Program to fully fund sewer, water and storm drain infrastructure. As a condition of project approval, the applicant shall be required to install the Plan Area infrastructure or the pay the fees in lieu.

2. The developer and/or property owner shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.

3. The developer and/or property owner shall provide written consent, as provided in Section 22500 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
17. Mandatory Findings of Significance				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?		X		
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15168(c)(1), the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. **Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.**

2. **All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.**

3. **Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been**

incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.

4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.

5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.

6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:

   a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
   b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

RESOLUTION NO. 2014-11

A RESOLUTION OF THE TURLOCK PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL ADOPT THE AMENDED EAST TUOLUMNE MASTER PLAN AND GENERAL PLAN AMENDMENT 2014-01 (EAST TUOLUMNE MASTER PLAN AMENDMENT)

WHEREAS, in November of 2005 the City Council approved the East Tuolumne Master Plan which approved the annexation of approximately 100 acres along East Tuolumne Road between North Quincy Road and North Waring Road that would allow for the development of approximately 200 houses on 1/3 acre lots consistent with the area's General Plan Land Use Designation of Very Low Density Residential (VLDR); and,

WHEREAS, as part of the master plan approval the City prepared a financing program to adequately fund the East Tuolumne Master Plan Are infrastructure; and

WHEREAS, a private application has been filed to amend the East Tuolumne Master Plan to change the designation of two of the properties in the master plan area from Very Low Density Residential (VLDR) to Low Density Residential (RL) to allow for approximately 278 residential lots within the entire master plan area; and

WHEREAS, the properties affected by this Resolution are located at 2707 E. Tuolumne Road & 3007 E. Tuolumne Road, Stanislaus County Assessor's Parcel Number (APN) 073-13-03 & 04; and

WHEREAS, after public hearing held on October 16, 2014, the Planning Commission found and determined as follows:

1. That the proposed amendment conforms to the provisions and standards of the General Plan.
2. That the proposed amendment is consistent with the balance of the General Plan.
3. That the proposed amendment is necessary to implement the goals and objectives of the General Plan.
4. That the public necessity, convenience, and general welfare require the proposed amendment.
5. That the proposed amendment will not cause substantial environmental damage.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.

2. All feasible mitigation measures developed in the General Plan EIR and have been incorporated into the project.

3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.

4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.

5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.

6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
   a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified; and
   b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. The Planning Commission recommends that the City Council amend the General Plan Designation for APN: 073-013-003 & 04, an approximately 40.76and an approximately 19.81 acre parcel, re-designating them from Very Low Density Residential (VLDR) to Low Density Residential (LDR), subject to the following conditions of approval:

1. This project shall be subject to the conditions set forth in Resolution No. 2014-12, the amended development standards and Design Guidelines established in the amended East Tuolumne Master Plan, the City of Turlock Standard Conditions of Approval (Resolution No. 91-54), and the mitigation measures detailed in the CEQA Initial Study prepared for this project.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 16th day of October, 2014, by the following vote:

AYES:

NOES:
ABSTAIN:
ABSENT:
NOT PARTICIPATING:

ATTEST: _____

MICHAEL G. PITCOCK
DIRECTOR OF DEVELOPMENT SERVICES &
SECRETARY OF THE TURLOCK PLANNING COMMISSION

RESOLUTION NO. 2014-12

A RESOLUTION OF THE TURLOCK PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL ADOPT THE AMENDED EAST TUOLUMNE MASTER PLAN AND REZONE 2014-01 (EAST TUOLUMNE MASTER PLAN AMENDMENT)

WHEREAS, Ron Katakis and Chris Hawke have submitted an application to the City of Turlock seeking authorization to amend the Zoning District for an approximately 40.76 from Residential Estate (RE) to Low Density Residential (RL) and an approximately 19.81 acre parcel, from Planned Development 266 to Low Density Residential as part of the East Tuolumne Master Plan Amendment; and

WHEREAS, the property affected by this Resolution is located at 2707 & 3007 E. Tuolumne Road, Stanislaus County Assessor's Parcel Number (APN) 073-13-03 & 04; and

WHEREAS, after public hearing held on October 16, 2014, the Planning Commission found and determined as follows:

1. That the proposed rezoning is consistent with the General Plan.
2. That the proposed site is suitable for the type of potential development.
3. That the site is suitable for the intensity of the proposed use.
4. That the proposed rezoning will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.

2. All feasible mitigation measures developed in the General Plan EIR and have been incorporated into the project.

3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.

4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.

5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.

6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
   a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
   b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. The Planning Commission recommends the City Council amend the designations for APNs: 073-013-003 & 04, an approximately 40.761 and an approximately 19.81 acre parcel, re-designating them from Residential Estate and Planned Development 255 to Low Density Residential, subject to the following conditions of approval:

1. This project shall be subject to the conditions set forth in Resolution No. 2014-11, the development standards and Design Guidelines established in the amended East Tuolumne Master Plan, the City of Turlock Standard Conditions of Approval (Resolution No. 91-54), and the mitigation measures detailed in the CEQA Initial Study prepared for this project.

2. The area is located outside of the average response time for the Fire Department. All dwelling units shall have fire sprinklers installed.

3. The project shall be required to meet the California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the City of Turlock Municipal Code in effect at the time of building permit application. THIS IS NOT A PLAN REVIEW. Additional requirements may be applicable upon Fire Dept. review of building plans.

4. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt of concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.

5. Fire sprinklers shall be required. Four sets of fire sprinkler plans, architectural plans and calculations shall be submitted by a licensed C-16 fire sprinkler contractor to the Fire Department in accordance with NFPA 13 and City of Turlock Municipal Code.

6. Development in the area must comply with all San Joaquin Valley Air Pollution Control District rules and regulations.

7. In the event that multiple final maps are filed, the City of Turlock reserves the right to impose reasonable conditions relating to the filing of multiple final maps.

8. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.

9. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.

10. Provide easements per the Turlock Irrigation District.

11. Provide 10 foot Public Utility Easement behind property along all street frontages.

12. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.

13. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.

14. Final maps shall be based upon and tied to a minimum of two (2) monuments on our grid system. The City of Turlock's grid system was established on Volume 20 of surveys, at page 56, Stanislaus County Records 20-S-56.

15. The developer will be required to pay the development impact fees adjusted to the current Engineering News Record.

16. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.

17. All lots shall be graded to drain towards the public street with no cross lot drainage allowed. If the grade differential between lots or surrounding ground is 1 foot or greater a retaining wall shall be required per City of Turlock standards. If the grade differential between lots or surrounding ground is between 1/2 foot and 1 foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be

approved by the City Engineer as part of the subdivision improvement plans.

18. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if upon review of the hydrology study he deems it is not necessary.

19. Each lot will have access to a water service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.

20. A grading permit is required before you move any dirt or before any building permit is issued. Provide the quantity of dirt to be moved, as well as (6) sets of the grading and erosion control plans for review and approval under the grading permit process. For projects that disturb more than 1 acre of land, the developer will need to apply to the State of California Water Resource Control Board for a Notice of Intent. The grading permit will not be issued without this being done.

21. Full off-site improvements (curb, gutter, sidewalk, pave-out, fire hydrants, electroliers, etc.) must be installed along all exist frontage roads and new streets. These off-site improvements, as well as all public streets must be designed and installed per City of Turlock standard specifications and drawings. Please provide a cost estimate of the value of all public works, as well as (6) sets of improvement plans for review and approval.

22. Striping and signing plans shall be included as a part of the final improvement plans. Stop signs shall be installed by the developer. Street name signs will be installed by the City, but paid for by the developer. Developer will prepare a striping plan utilizing thermoplastic and pavement markers in accordance with Caltrans Standard Plans and the MUTCD.

23. Monument signs, fences and trees shall be back thirty-feet (30') from driveway entrances, per City Standard Drawing ST-13 "Clear Vision Triangle".

24. Developer shall stub all wet and dry utilities to each of the proposed lots.

25. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on all existing frontage roads if in the City Engineer's opinion the integrity of the roadway has been compromised by utility cuts or construction practices. Asphalt oil shall be PG 70-10.

26. All trenching in existing public pavement must be repaved per city standard T-1 unless approved by the City Engineer.

27. If any on-site public utilities are proposed, easements over these utilities must be dedicated to the City of Turlock prior to any permits being issued.

28. City of Turlock utilities shall be installed as follows (As Required):

    a. 1 – Sewer service per parcel, sized to provide capacity for all buildings.

b. 1 – Domestic water service per parcel, sized to provide capacity for all buildings.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 16th day of October, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
NOT PARTICIPATING:

ATTEST: _____
MICHAEL G. PITCOCK
DIRECTOR OF DEVELOPMENT SERVICES (PLANNING) &
SECRETARY OF THE TURLOCK PLANNING COMMISSION

PLANNING COMMISSION STAFF REPORT
NOV. 6, 2014

ATTACHMENTS INCLUDE:

A – Waring Road Wall Rendering

B – Revised Lot Layout

Exhibit A – Planning Commission Resolution 2014-11 & 2014-12

PLANNING COMMISSION ITEM SYNOPSIS
Meeting Date: November 6, 2014
Development Services Department
Planning Division: Development Review
Report By: Katie Quintero, Associate Planner

1. PROJECT NAME AND SUMMARY

GENERAL PLAN AMENDMENT 2014-01, REZONE 2014-01 East Tuolumne Master Plan Amendment) – To amend the East Tuolumne Master Plan to allow for the re-designation of two of the parcels in the Master Plan area from Very Low Density Residential to Low Density Residential.

2. STAFF RECOMMENDATION

Approval

3. CITY ATTORNEY COMMENTS

None

4. ENVIRONMENTAL DETERMINATION AND RECOMMENDATION

Mitigated Negative Declaration

5. COMMISSION ACTION REQUIRED

MOTION: APPROVING THE PROJECT

ENVIRONMENTAL DETERMINATION

I move that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the findings contained in Draft Planning Commission Resolutions 2014-11 and 2014-12.

MOTION RECOMMENDING THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT 2014-01 AND APPROVE REZONE 2014-01, EAST TUOLUMNE MASTER PLAN AMENDMENT.

I move that the Planning Commission recommend the City Council adopt General Plan Amendment 2014-01 and approve Rezone 2014-01 East Tuolumne Master Plan, having determined that the appropriate findings can be made, subject to the conditions contained in Draft Planning Commission Resolutions 2014-11 and 2014-12.

AGENDA REPORT 11/6/14 Continued from 10/16/2014
General Plan Amendement 2014-01, Rezone 2014-01
EAST TUOLUMNE MASTER PLAN AMENDEMENT (ETMP)

TO: Planning Commission

FROM: Katie Quintero – Associate Planner

SUBJECT: EAST TUOLUMNE MASTER PLAN AMENDEMENT (ETMP) – GPA 2014-01 & Rezone 2014-01

APPLICATION SUMMARY		**DATE FILED:** February 11, 2014
1.	APPLICANTS:	Ron Katakis & Chris Hawke
2.	OWNER:	Various (see attached)
3.	LOCATION OF PROPERTIES:	East Tuolumne Road between North Quincy and North Waring Roads.
4.	ASSESSOR'S PARCEL NUMBER:	073-013-015, 016, 009, 010, 003, 004, 073-016-006, & 007
5.	AREA OF PROPERTY:	100 acres (approx.)
6.	EXISTING ZONING:	Residential Estate (RE) & Planned Development 255 (PD 255)
7.	GENERAL PLAN DESIGNATIONS	Very Low Density Residential
8.	PREVIOUS ACTIONS:	Prezone 2005-01, VTSM 2006-02, VTSM 2006-04, Rezone 2006-04, Planned Development 255
9.	REQUEST:	To amend the East Tuolumne Master Plan to allow for the re-designation of two of the parcels in the Master Plan area from Very Low Density Residential to Low Density Residential.
10.	CEQA RECOMMENDATION:	Mitigated Negative Declaration
11.	STAFF RECOMMENDATION:	Approval

PROJECT SUMMARY

This item was heard at the October 16, 2014 Planning Commission meeting. At the meeting property owners with parcels in the Master Plan area expressed concerns about the impact of the conceptual layout of the entire Master Plan area on their properties and traffic impacts. Another neighbor expressed concerns about the impact of the wall along N Waring Road. The Planning Commission shared the neighbors' concerns about the wall and potential traffic impacts. The applicants requested a continuance of the item to give them additional time to address the neighbors' and the Planning Commission's concerns.

FINDINGS

In considering this project the Planning Commission must consider the findings that must be made and shall use these findings to evaluate the project. This action is a General Plan Amendment and a Rezone action therefore the findings for both actions shall be considered. The findings are listed below:

General Plan Amendment Findings:

1. That the proposed amendment conforms to the provisions and standards of the General Plan.
2. That the proposed amendment is consistent with the balance of the General Plan.
3. That the proposed amendment is necessary to implement the goals and objectives of the General Plan.
4. That the public necessity, convenience, and general welfare require the proposed amendment.
5. That the proposed amendment will not cause substantial environmental damage.

Rezone Findings:

1. That the proposed rezoning is consistent with the General Plan.
2. That the proposed site is suitable for the type of potential development.
3. That the site is suitable for the intensity of the proposed use.
4. That the proposed rezoning will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment.

GENERAL PLAN FINDINGS #1, #2 & #3 & REZONE FINDING #1: GENERAL PLAN CONSISTENCY,

All of these findings relate back to General Plan consistency and implementation. The Planning Commission must find the proposal consistent with the current adopted General Plan.

Many of the policies contained in the previous General Plan that supported the design of the original ETMP were removed or modified in the current General Plan, adopted in

2012. Policies such as establishing decreasing densities toward Turlock's defined "urban edge", designing and sizing utility infrastructure to discourage future extensions beyond the definitive urban edge and requiring only minimal street improvements along the City's urban edge to create rural-style neighborhoods are no longer policies in the current General Plan and are therefore no longer applicable.

Below are General Plan policies that relate to the proposed ETMP Amendment. Due to the change in policies regarding the design along the urban edge and the infeasibility of development of the ETMP General Plan Policy 3.1-o identifies *"evaluating and updating the East Tuolumne Master Plan as a high priority"*. The General Plan explains that since the plans adoption the market conditions have not supported developing the land as very low density residential.

Updating the ETMP is a goal of the General Plan, this amendment implements this General Plan Goal.

General Plan Policy 7.2-e says that we should "require development at densities higher than typical in recent years in order to limit conversion of agricultural land and minimize the urban/agriculture interface.

As described in the General Plan the purpose of East Tuolumne Master Plan is to "*create a smooth transition from urban to rural land uses along the City's eastern border, while creating a distinct boundary between Turlock and Denair*".

This proposed amendment seeks to find a balance between creating a smooth transition to rural uses while also increasing densities over what was previously approved in the area.

General Plan Policy 6.1-k calls for the implementation of an "agriculture-urban buffer design to minimize the impact of urban development near active agricultural operations...do not allow housing to front onto agricultural properties".

The Planning Commission expressed concerns with the wall along Waring Road and asked staff and the applicant to look at other options along Waring Road. General Plan policy 6.1-k does not allow housing to front onto agricultural properties. Because of this General Plan policy staff could not support having the houses front onto Waring because it would be inconsistent with the General Plan and findings #1 for both actions could not be made.

The applicant looked into extending the basin down the eastern boundary of the Master Plan but because the basin handles the storm water for two separate properties it is not feasible for the applicants to locate the entire basin on one parcel. The current design places the basin on the property lines of the two parcels it serves to create one large basin. General Plan policy 7.1-*a states, "Continue to coordinate the storm drainage system and the park system in new master plan areas, and optimize the use of drainage basins as recreational open space"*. Keeping the two basins together to create one

larger basin helps create this larger dual use recreational area encouraged in the General Plan. The basin will be landscaped and will not have a slope steeper than 1:6 to accommodate recreational uses in accordance with General Plan policy 7.1-c.

If the two basins were split up to allow for the portion of the basin that services the property adjacent to Waring to be installed along the eastern boundary adjacent to Waring Road it would lose some of the recreational value the larger combined basin provides. Splitting up the basins also increases the infrastructure and maintenance costs in the Master Plan area because it requires pumps and equipment to be installed in two basins instead of one larger basin. It is much easier and more cost effective for the City to maintain one large basin instead of two smaller basins.

The applicant worked with the adjacent property owner who had concerns about the wall adjacent to his property to come up with a design that would help create a transition between the properties. A rendering of the wall design is included as Attachment A to this staff report. The applicant is proposing to add a column feature to the wall to help breakup the long expanse of wall by creating some variation in the height. The applicant is also proposing to install a split rail fence a minimum of two feet behind the sidewalk, not to exceed four feet in overall height to create a rural look within the 15 foot landscape area. This split rail fence will continue the look of the adjacent property and will create a more rural appearance.

GENERAL PLAN FINDING #5 & REZONE FINDINGS #2, #3 and #4: SUITABILITY OF THE SITE FOR THE PROPOSED DEVELOPMENT AND MITIGATION OF POTENTIAL ENVIRONMENTAL EFFECTS

In order to approve the applicant's request, the Planning Commission must also make three findings related to the suitability of the site for the proposed project and must make a determination that the project will not cause substantial environmental damage. To address environmental concerns, a Mitigated Negative Declaration has been prepared, circulated and posted outlining the potential environmental effects of the project. Staff believes that the mitigation measures identified in the Mitigated Negative Declaration are sufficient to avoid substantial environmental damage associated with the project.

Community Concerns

Neighbors spoke at the Planning Commission meeting with concerns about the project. Some had concerns about the conceptual layout of the entire Master Plan area and how it would impact their properties. The layouts are conceptual and are not intended to identify the exact location of future roadways, basins, lots etc. A property owner in the Master Plan area would have to want to develop their property and would then work with City Staff to create a parcel or subdivision map to create lots and layout necessary infrastructure consistent with the Master Plan. The layout would be dependent upon which properties were involved in the application and any existing development, that was to remain, would be planned around. This Master Plan does not require any of the

property owners in the area to develop their properties at this time, but it does mean properties near them could be developed.

Other property owners expressed concerns with the change in designation of the properties from Very Low Density Residential to Low Density Residential. They feel that an expectation that the area would be developed at the Very Low Density Residential standards has been made. Through the General Plan update process the Master Plan area was identified as an area that needed to be re-evaluated since market conditions have not allowed the project to move forward as very low density residential. The General Plan process changed the development expectation for these properties by prioritizing the Master Plan for evaluation and updating.

A neighbor also expressed concerns about impacts to the properties adjacent to the northern boundary of the Master Plan area and requested a masonry wall be required along the northern boundary of the Master Plan area. The applicants have agreed to install a 7' tall masonry wall along their northern property lines. This has been added as a Condition of Approval in the Resolution and it will be incorporated into the Final Master Plan document.

Neighbors also expressed concerns with allowing parking along Waring Road. Staff and the applicant have agreed to red curb and install "No Parking" signs along the Western side of Waring Road. This has been added as a condition of approval to the resolution and will be shown in the revised street section for Waring Road.

Conceptual Layout

The Planning Commission expressed concerns about the conceptual layout of the lots on the two properties proposing the RL designation. The 40 acre parcel has been redesigned to break-up the long roadways running through the middle of the parcel. The revised layout and associated Figures are Attachment B to this staff report. There are two fewer lots in this revised layout than in the previous layout. These new Figures will replace the previous Figures in the Master Plan document.

If you wish to view the original Master Plan document, or the amended Master Plan document both are available on the City of Turlock webpage at http://cityofturlock.org/citydepartments/developmentservices/planning/masterspecificplansdesignguidelines/easttuolumnemasterplan.asp.

The amended Master Plan document was provided with the October 16th staff report. If you would like a hard copy of either of these documents you can contact our office and we will provide them to you.

Traffic

Through the General Plan process the City establishes an acceptable amount of traffic the community will accept on the roadways. This is referred to as the level of service standard. Traffic studies are done for proposed projects to determine if the traffic the project will generate will violate any of the established level of service standards. The

traffic study for this project identified mitigation measures that will ensure this project will not create a traffic impact that is unacceptable when compared to the level of service standards for this area. The project will generate more traffic in this area but it will be at a level the community has already established as acceptable for this area based on the level of service standards adopted through the General Plan. Therefore, this project will not have a significant impact on traffic in the area and it does not create a significant environmental effect.

GENERAL PLAN AMENDMENT FINDING #4 AND REZONE FINDING #5: Public necessity, convenience, and general welfare require the proposed amendment
To support the applicant's request to re-designate and rezone the property, the proposal must serve the public necessity, convenience and general welfare of the community.

General Plan policy 2.5-f "requires that 70 percent of one master plan area is completed (building permits issued) before another starts". General Plan policy 3.1-p specifically states, *"Prior to proceeding with the planning, annexation, and development of Master Plan Area Southeast 2, 70 percent of the building permits shall be issued for the Northeast Turlock Master Plan, East Tuolumne Master Plan, and Southeast 1 (Morgan Ranch)".* This means if the development of the East Tuolumne Master Plan area is not feasible and at least some portion of the area does not develop the City may not be able to move forward on any other Master Plans. This could impact the City's ability to develop and provide new housing in the future.

CONCLUSION

The General Plan identified evaluating and updating the East Tuolumne Master Plan as a priority. The proposed amendment seeks to balance the General Plan policies which identify this area as a buffer and transition area to the agricultural properties and Denair to the East, while also satisfying General Plan polices which promote increasing development densities to use land more efficiently to preserve agricultural land and meet our housing needs. The proposed amendment increases densities and reduces lot sizes while still maintaining larger lot sizes and lower densities than found in typical low density residential areas to help create a transition to the rural edge. Staff recommends that the Planning Commission recommend the City Council adopt the amended ETMP.

RECOMMENDED MOTIONS

ENVIRONMENTAL DETERMINATION

I move that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the findings contained in Draft Planning Commission Resolutions 2014-11 and 2014-12.

MOTION RECOMMENDING THE CITY COUNCIL ADOPT THE AMENDED EAST TUOLUMNE MASTER PLAN, GENERAL PLAN AMENDMENT 2014-01

AND APPROVE REZONE 2014-01

I move that the Planning Commission recommend the City Council adopt the Amended East Tuolumne Master Plan, General Plan Amendment 2014-01 and approve Rezone 2014-01, having determined that the appropriate findings can be made, subject to the conditions contained in Draft Planning Commission Resolutions 2014-11 and 2014-12.

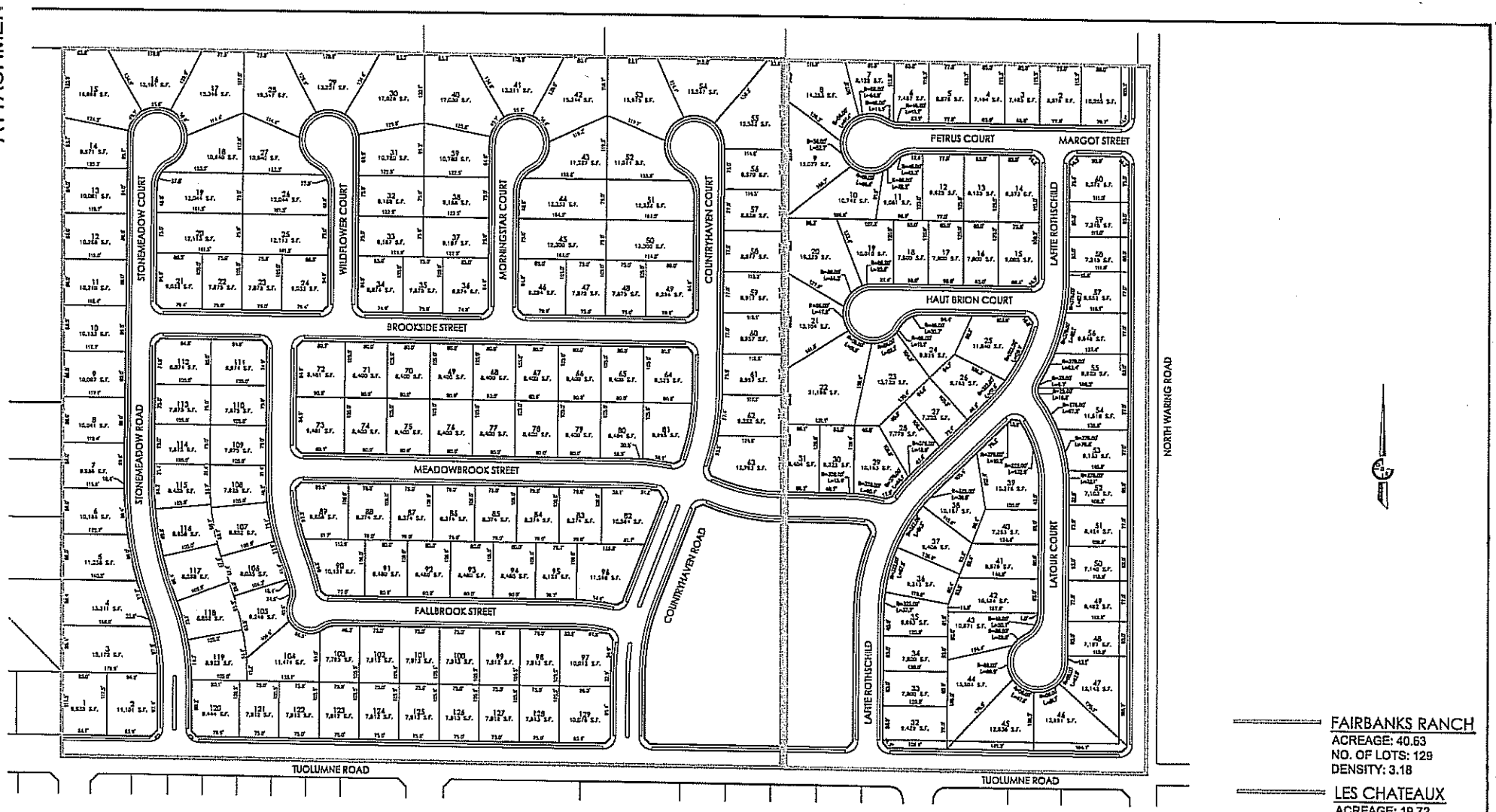
ATTACHMENTS

A. Wall rendering
B. Revised lot layout

EXHIBITS

A. Draft Planning Commission Resolution No. 2014-11 & 2014-12

ATTACHMENT B

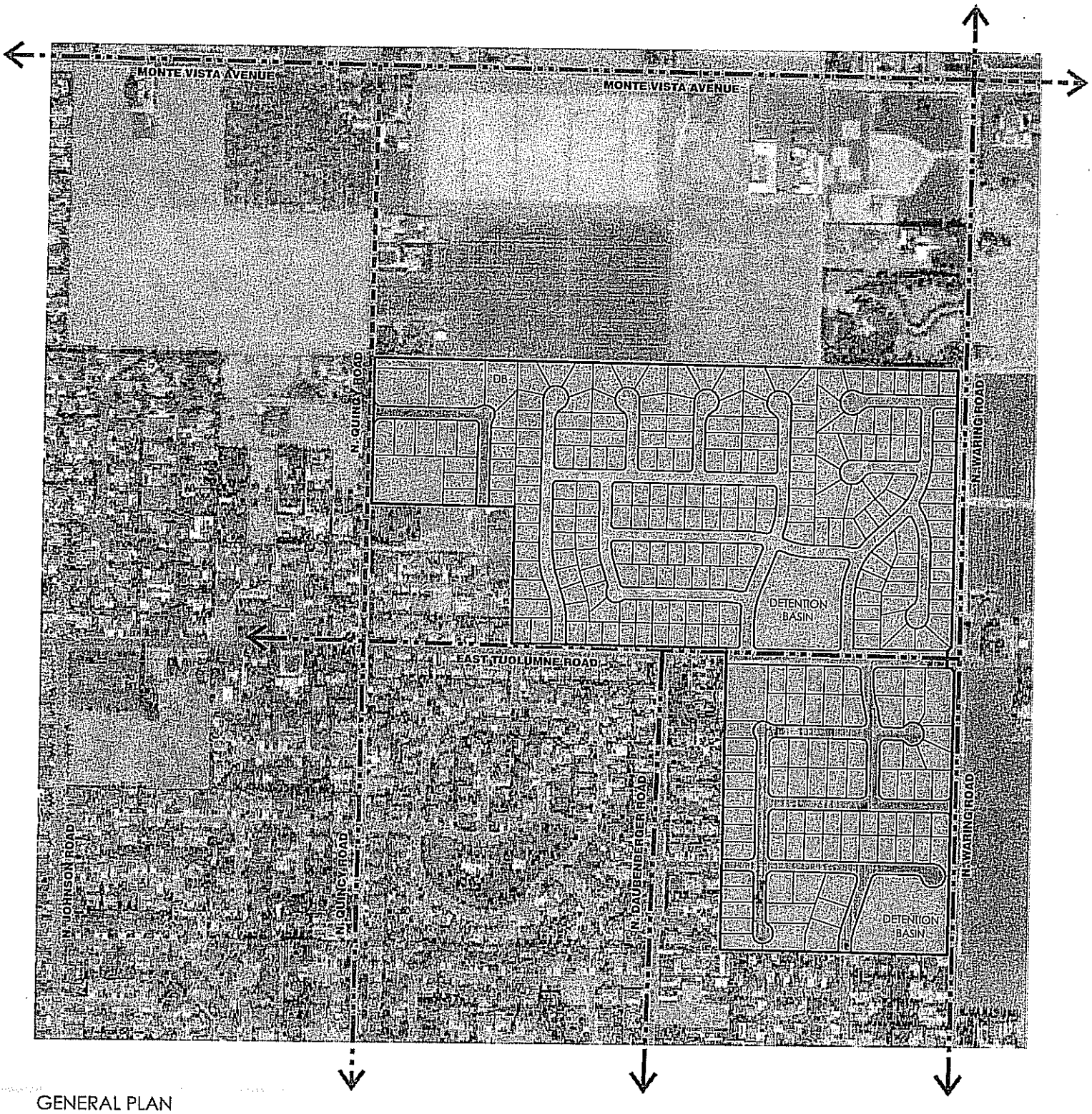


FAIRBANKS RANCH
ACREAGE: 40.63
NO. OF LOTS: 129
DENSITY: 3.18

LES CHATEAUX
ACREAGE: 19.72
NO. OF LOTS: 60
DENSITY: 3.04

GDR ENGINEERING, INC.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE: (209) 538-3380 FAX: (209) 538-7378
E-MAIL: GDRENGR@GDRENGR.COM

SITE LAYOUT
FOR
LES CHATEAUX & FAIRBANKS RANCH

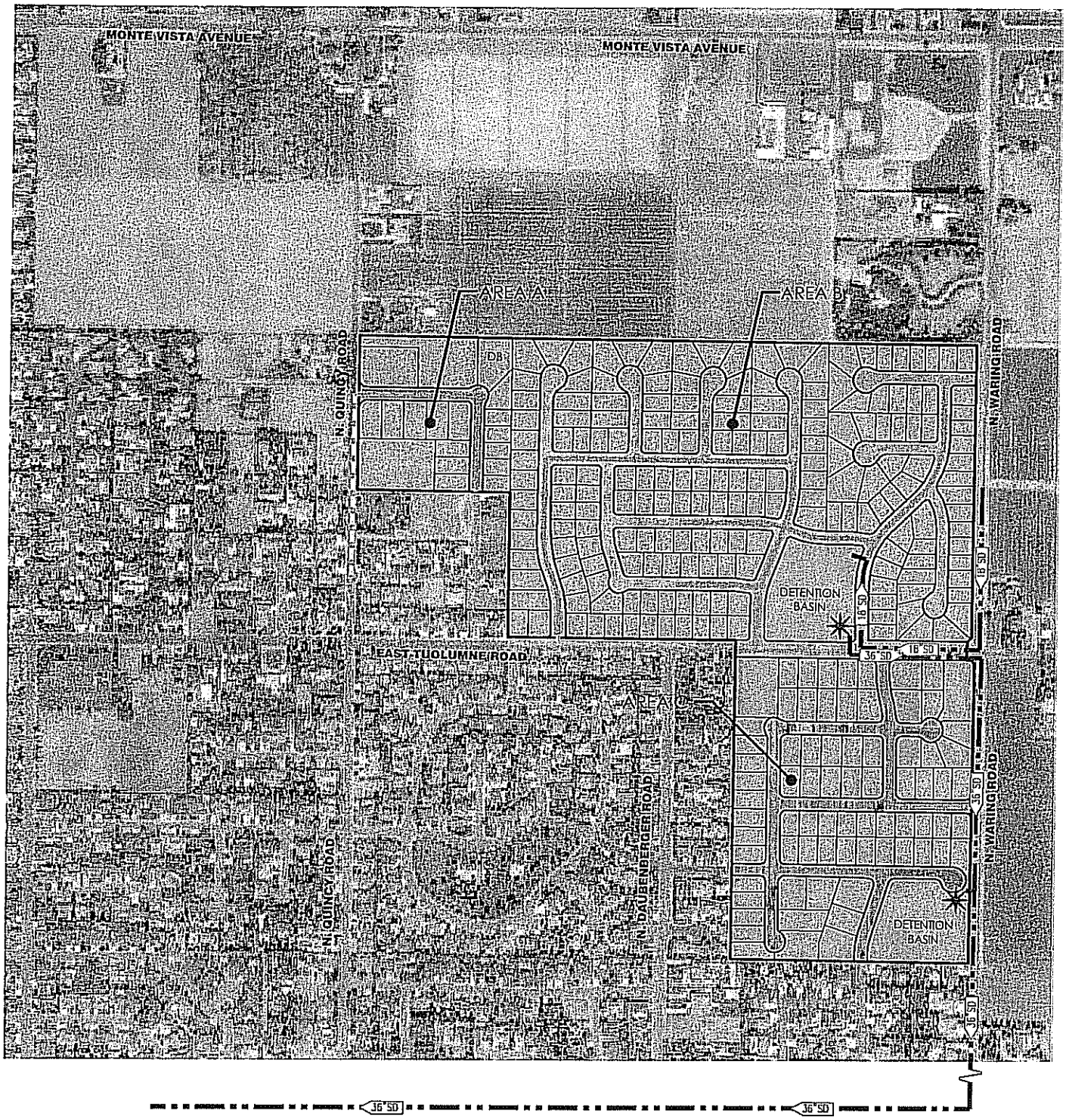


GENERAL PLAN
PEDESTRIAN / BIKE CIRCULATION PLAN

Bike Lane (Class II)

Bike Lane (Class III)

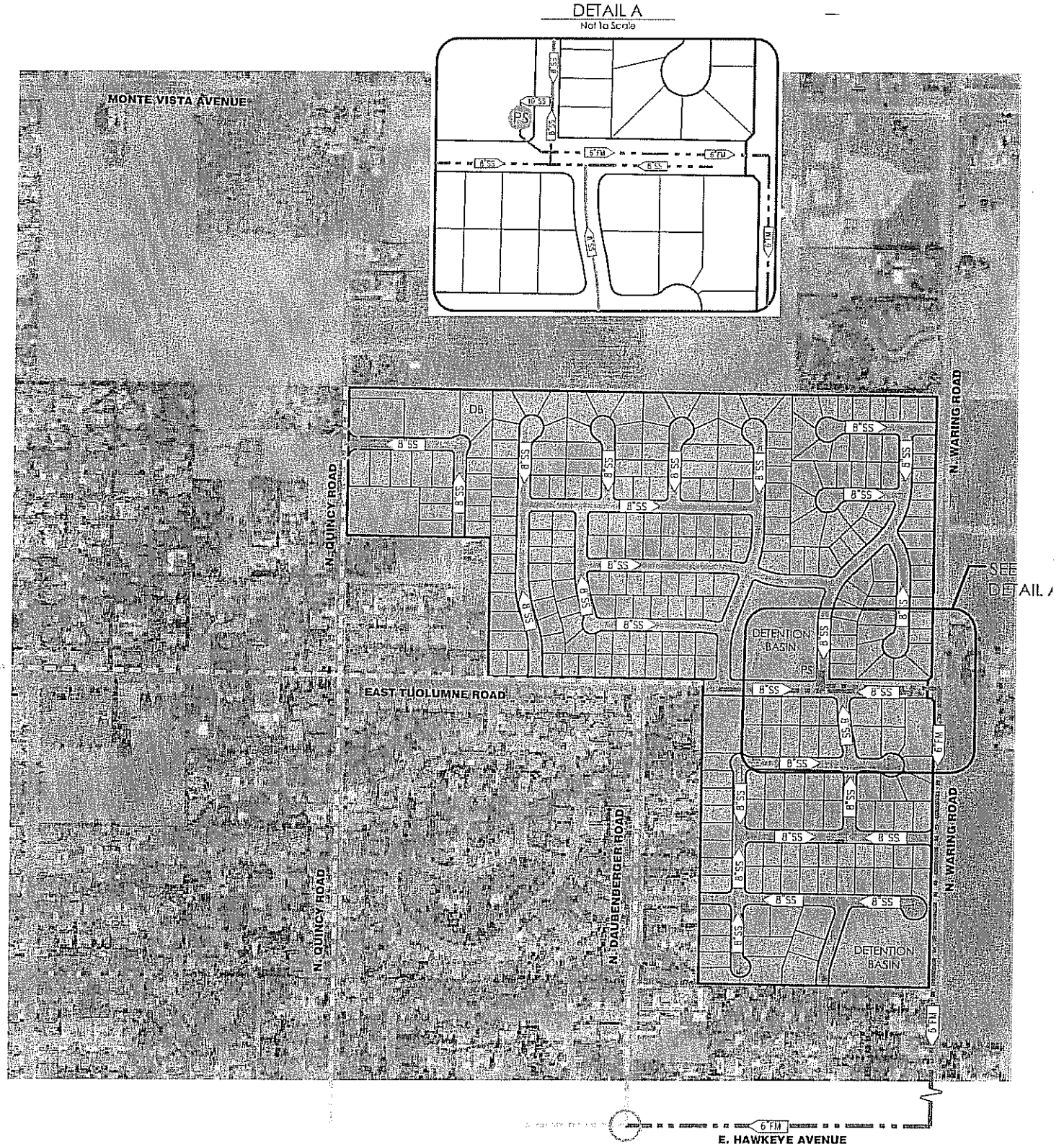
Figure 2-10
Pedestrian / Bike
Circulation Plan



STORM DRAIN PLAN LEGEND

- Existing Storm Drain
- Project Storm Drain
- Master Plan Storm Drain
- ✳ Detention Basin (DB) w/ Control Structure

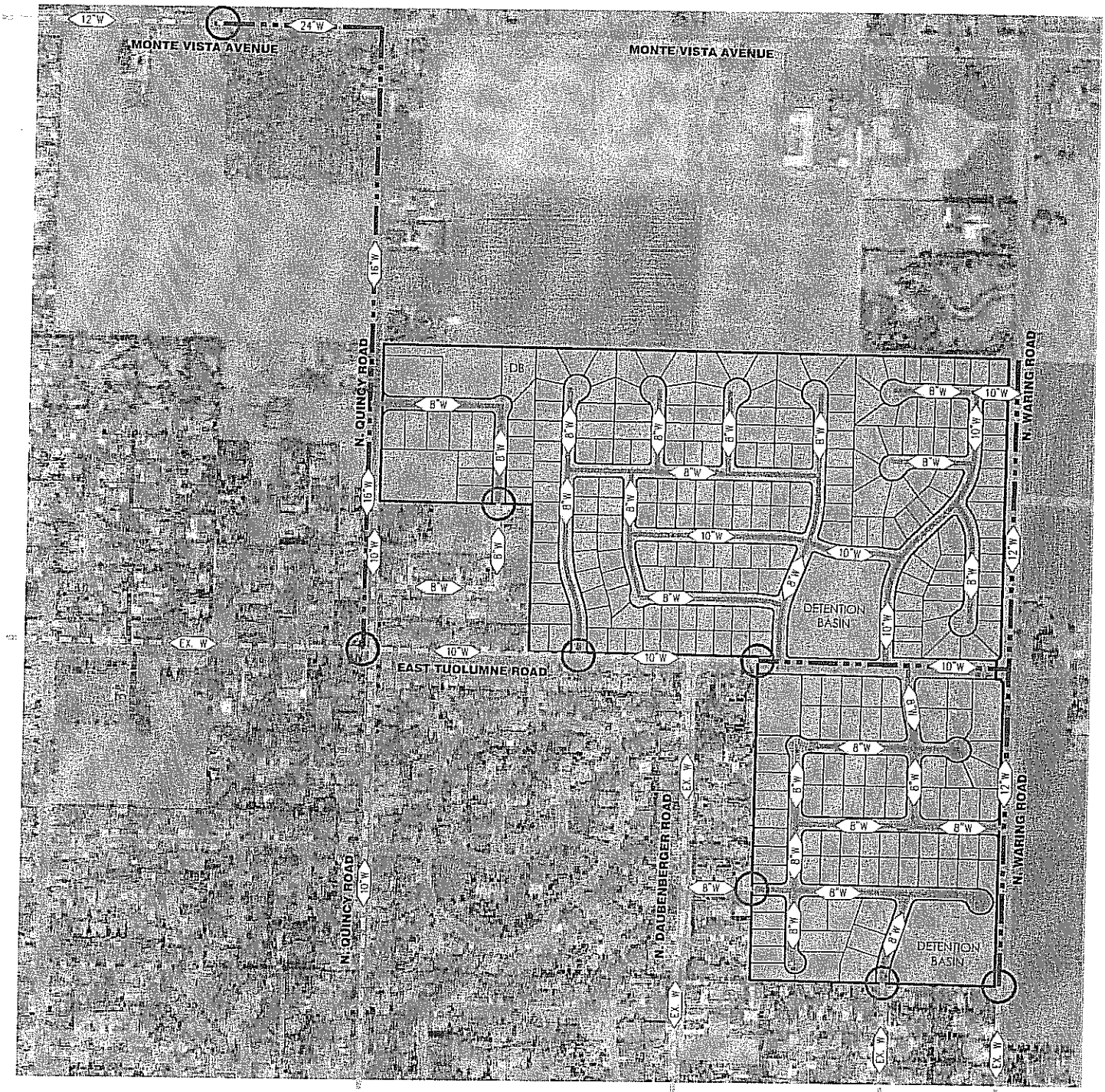
Figure 4-3
Conceptual
Storm Drain Plan



SANITARY SEWER PLAN LEGEND

- Existing Sewer System
- Project Sewer System
- Master Plan Sewer System
- Connections to Existing Sewer System
- PS Pump Station

Figure 4-2
Conceptual
Sanitary Sewer Plan



WATER PLAN LEGEND

- Existing Water
- Project Water
- Master Plan Water
- Connections to Existing Water

Figure 4-1
Conceptual
Water Plan

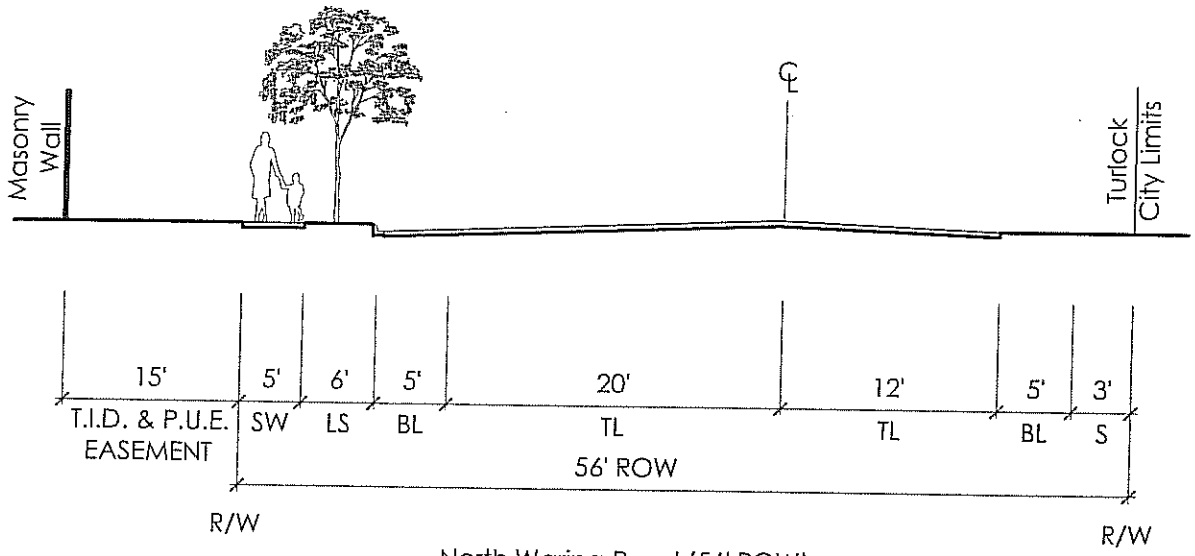
GENERAL PLAN
VEHICULAR CIRCULATION

Existing Arterial

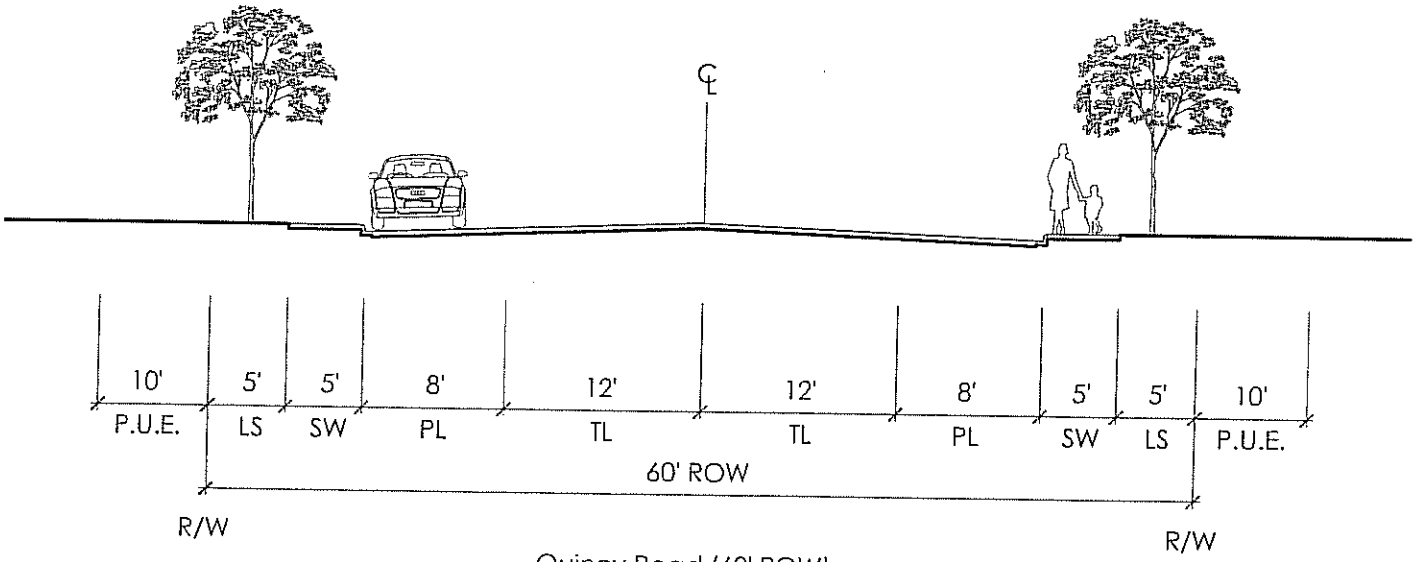
Existing 2-Lane Collector
Includes Class II Bike Lanes (70' R.O.W.)

Potential Future Local Road Alignment

Figure 2-1
Conceptual
Circulation Plan



North Waring Road (56' ROW)
Figure 2-2
* No Parking Sign to be Installed by Developer



Quincy Road (60' ROW)
Figure 2-3

P.U.E.	Public Utility Easement
T.I.D.	Turlock Irrigation District
S	Swale
SW	Sidewalk
LS	Landscaping
PL	Parking Lane
TL	Travel Lane

DRAFT

RESOLUTION NO. 2014-11

EXHIBIT A

A RESOLUTION OF THE TURLOCK PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL ADOPT THE AMENDED EAST TUOLUMNE MASTER PLAN AND GENERAL PLAN AMENDMENT 2014-01 (EAST TUOLUMNE MASTER PLAN AMENDMENT)

WHEREAS, in November of 2005 the City Council approved the East Tuolumne Master Plan which approved the annexation of approximately 100 acres along East Tuolumne Road between North Quincy Road and North Waring Road that would allow for the development of approximately 200 houses on 1/3 acre lots consistent with the area's General Plan Land Use Designation of Very Low Density Residential (VLDR); and,

WHEREAS, as part of the master plan approval the City prepared a financing program to adequately fund the East Tuolumne Master Plan Area infrastructure; and

WHEREAS, a private application has been filed to amend the East Tuolumne Master Plan to change the designation of two of the properties in the master plan area from Very Low Density Residential (VLDR) to Low Density Residential (RL) to allow for approximately 278 residential lots within the entire master plan area; and

WHEREAS, the properties affected by this Resolution are located at 2707 E. Tuolumne Road & 3007 E. Tuolumne Road, Stanislaus County Assessor's Parcel Number (APN) 073-13-03 & 04; and

WHEREAS, after public hearing held on November 6, 2014, the Planning Commission found and determined as follows:

1. That the proposed amendment conforms to the provisions and standards of the General Plan.
2. That the proposed amendment is consistent with the balance of the General Plan.
3. That the proposed amendment is necessary to implement the goals and objectives of the General Plan.
4. That the public necessity, convenience, and general welfare require the proposed amendment.
5. That the proposed amendment will not cause substantial environmental damage.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.

2. All feasible mitigation measures developed in the General Plan EIR and have been incorporated by reference, into the project.

3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.

4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.

5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.

6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-172), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
   a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified; and
   b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. The Planning Commission recommends that the City Council amend the General Plan Designation for APN: 073-013-003 & 04, an approximately 40.76 and an approximately 19.81 acre parcel, re-designating them from Very Low Density Residential (VLDR) to Low Density Residential (LDR), subject to the following conditions of approval:

1. This project shall be subject to the conditions set forth in Resolution No. 2014-12, the amended development standards and Design Guidelines established in the amended East Tuolumne Master Plan, the City of Turlock Standard Conditions of Approval (Resolution No. 91-54), and the mitigation measures detailed in the CEQA Initial Study prepared for this project.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 6th day of November, 2014, by the following vote:

AYES:

NOES:
ABSTAIN:
ABSENT:
NOT PARTICIPATING:

ATTEST: _____

MICHAEL G. PITCOCK
DIRECTOR OF DEVELOPMENT SERVICES &
SECRETARY OF THE TURLOCK PLANNING COMMISSION

DRAFT

RESOLUTION NO. 2014-12

A RESOLUTION OF THE TURLOCK PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL ADOPT THE AMENDED EAST TUOLUMNE MASTER PLAN AND REZONE 2014-01 (EAST TUOLUMNE MASTER PLAN AMENDMENT)

WHEREAS, Ron Katakis and Chris Hawke have submitted an application to the City of Turlock seeking authorization to amend the Zoning District for an approximately 40.76 acre parcel from Residential Estate (RE) to Low Density Residential (RL) and an approximately 19.81 acre parcel, from Planned Development 266 to Low Density Residential as part of the East Tuolumne Master Plan Amendment; and

WHEREAS, the property affected by this Resolution is located at 2707 & 3007 E. Tuolumne Road, Stanislaus County Assessor's Parcel Number (APN) 073-13-03 & 04; and

WHEREAS, after public hearing held on November 6, 2014, the Planning Commission found and determined as follows:

1. That the proposed rezoning is consistent with the General Plan.
2. That the proposed site is suitable for the type of potential development.
3. That the site is suitable for the intensity of the proposed use.
4. That the proposed rezoning will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.

2. All feasible mitigation measures developed in the General Plan EIR and have been incorporated by reference into the project.

3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.

4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.

5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.

6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-172. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-172), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
   a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
   b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. The Planning Commission recommends the City Council amend the designations for APNs: 073-013-003 & 04, an approximately 40.761 acre parcel and an approximately 19.81 acre parcel, re-designating them from Residential Estate and Planned Development 255 to Low Density Residential, subject to the following conditions of approval:

1. This project shall be subject to the conditions set forth in Resolution No. 2014-11, the development standards and Design Guidelines established in the amended East Tuolumne Master Plan, the City of Turlock Standard Conditions of Approval (Resolution No. 91-54), and the mitigation measures detailed in the CEQA Initial Study prepared for this project.
2. A 7 foot tall masonry wall shall be constructed along the northern boundary of the Master Plan area.
3. The wall along Waring Road shall include pillars or other architectural features to help break up the long expanse of the wall.
4. Split rail fencing shall be installed in the 15 foot landscape area adjacent to Waring Road. The fencing shall not exceed 4 feet in overall height.
5. Parking shall not be permitted along Waring Road.
6. The area is located outside of the average response time for the Fire Department. All dwelling units shall have fire sprinklers installed.

7. The project shall be required to meet the California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the City of Turlock Municipal Code in effect at the time of building permit application. THIS IS NOT A PLAN REVIEW. Additional requirements may be applicable upon Fire Dept. review of building plans.
8. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt of concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
9. Fire sprinklers shall be required. Four sets of fire sprinkler plans, architectural plans and calculations shall be submitted by a licensed C-16 fire sprinkler contractor to the Fire Department in accordance with NFPA 13 and City of Turlock Municipal Code.
10. Development in the area must comply with all San Joaquin Valley Air Pollution Control District rules and regulations.
11. In the event that multiple final maps are filed, the City of Turlock reserves the right to impose reasonable conditions relating to the filing of multiple final maps.
12. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.
13. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.
14. Provide easements per the Turlock Irrigation District.
15. Provide 10 foot Public Utility Easement behind property along all street frontages.
16. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
17. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.
18. Final maps shall be based upon and tied to a minimum of two (2) monuments on our grid system. The City of Turlock's grid system was established on Volume 20 of surveys, at page 56, Stanislaus County Records 20-S-56.
19. The developer will be required to pay the development impact fees adjusted to the current Engineering News Record.
20. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.
21. All lots shall be graded to drain towards the public street with no cross lot drainage allowed. If the grade differential between lots or surrounding ground is 1 foot or greater a retaining wall shall be required per City of Turlock standards. If the grade differential between lots or surrounding ground is between 1/2 foot and 1 foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be approved by the City Engineer as part of the subdivision improvement plans.

22. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if upon review of the hydrology study he deems it is not necessary.

23. Each lot will have access to a water service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.

24. A grading permit is required before you move any dirt or before any building permit is issued. Provide the quantity of dirt to be moved, as well as (6) sets of the grading and erosion control plans for review and approval under the grading permit process. For projects that disturb more than 1 acre of land, the developer will need to apply to the State of California Water Resource Control Board for a Notice of Intent. The grading permit will not be issued without this being done.

25. Full off-site improvements (curb, gutter, sidewalk, pave-out, fire hydrants, electroliers, etc.) must be installed along all exist frontage roads and new streets. These off-site improvements, as well as all public streets must be designed and installed per City of Turlock standard specifications and drawings. Please provide a cost estimate of the value of all public works, as well as (6) sets of improvement plans for review and approval.

26. Striping and signing plans shall be included as a part of the final improvement plans. Stop signs shall be installed by the developer. Street name signs will be installed by the City, but paid for by the developer. Developer will prepare a striping plan utilizing thermoplastic and pavement markers in accordance with Caltrans Standard Plans and the MUTCD.

27. Monument signs, fences and trees shall be back thirty-feet (30') from driveway entrances, per City Standard Drawing ST-13 "Clear Vision Triangle".

28. Developer shall stub all wet and dry utilities to each of the proposed lots.

29. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on all existing frontage roads if in the City Engineer's opinion the integrity of the roadway has been compromised by utility cuts or construction practices. Asphalt oil shall be PG 70-10.

30. All trenching in existing public pavement must be repaved per city standard T-1 unless approved by the City Engineer.

31. If any on-site public utilities are proposed, easements over these utilities must be dedicated to the City of Turlock prior to any permits being issued.

32. City of Turlock utilities shall be installed as follows (As Required):

    a. 1 – Sewer service per parcel, sized to provide capacity for all buildings.
    b. 1 – Domestic water service per parcel, sized to provide capacity for all buildings.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 6th day of November, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:

ABSENT:
NOT PARTICIPATING:

ATTEST: _____
MICHAEL G. PITCOCK
DIRECTOR OF DEVELOPMENT SERVICES (PLANNING) &
SECRETARY OF THE TURLOCK PLANNING COMMISSION

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE LAND USE DIAGRAM OF THE TURLOCK GENERAL PLAN [GPA 2014-01 (EAST TUOLUMNE MASTER PLAN AMENDMENT)]	**RESOLUTION NO. 2014-**

WHEREAS, pursuant to the California Government Code Section 65358(b), a legislative body is allowed to amend a mandatory element of a General Plan no more frequently than four (4) times during any calendar year; and

WHEREAS, a General Plan Amendment application (GPA 2014-01) has been filed in the office of the Secretary of the Planning Commission, by Ron Katakis and Chris Hawke, in accordance with the provisions of the Turlock Municipal Code, to amend the land use diagram of the Turlock General Plan from Very Low Density Residential to Low Density Residential and amend the East Tuolumne Master Plan, to allow for the development of single family homes, with a density of 3-4 units to the acre and 7,000 square foot minimum lots and to amend the diagrams and standards in the East Tuolumne Master Plan; and

WHEREAS, the properties affected by General Plan Amendment 2014-01 are 2606, 2620, 2736 & 2772 N Quincy Rd, 2707, 3007, 2930, and 3130 E. Tuolumne Road, Turlock, CA described as (Stanislaus County APNs073-013-015, 016, 009, 010, 003, 004, 073-016-006, & 007); and

WHEREAS, after public hearing held on November 6, 2014, the Planning Commission found and recommended with a six yes and one no vote, that General Plan Amendment (GPA No. 2014-01) be approved by the City Council of the City of Turlock; and

WHEREAS, on November 18, 2014, the City Council considered the proposed amendments to the Land Use Diagram of the Turlock General Plan, the Planning Commission recommendations, the Environmental Review documentation, and public testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the report or declaration reflects the independent judgment of the lead agency and that the project will not have a significant effect on the environment and hereby adopts the Mitigated Negative Declaration and the Mitigation Monitoring and Report Program ("Checklist") (Exhibit B), and further directs that a Notice of Determination be filed; and

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby adopt General Plan Amendment 2014-01 (East Tuolumne Master Plan

Amendment) having determined that the evidence in the record supports the following findings:

FINDINGS:

1. That the proposed General Plan amendments conform to the provisions and standards of the General Plan.
2. That the proposed General Plan amendments are consistent with the balance of the General Plan.
3. That the proposed General Plan amendments are necessary to implement the goals and objectives of the General Plan.
4. That the proposed General Plan amendments will not cause substantial environmental damage.

BE IT FURTHER RESOLVED that the Turlock General Plan Land Use Element Diagram shall be amended to modify the designations of real properties as shown on "Exhibit A," attached.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

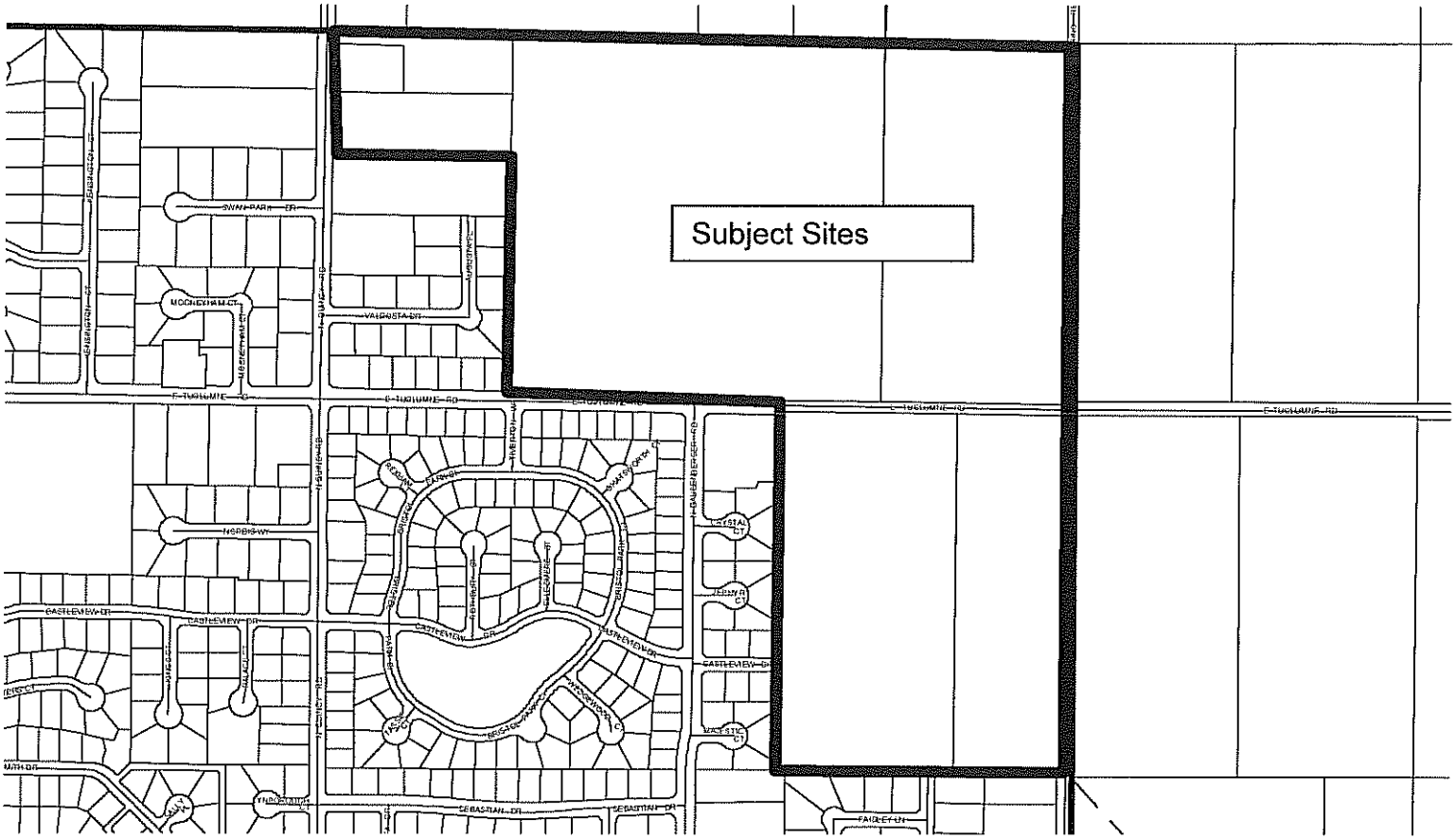
_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Exhibit A
GENERAL PLAN AMENDMENT 2014-01

SITE MAP

2606, 2620, 2736 & 2772 N Quincy Rd, 2707, 3007, 2930, and 3130 E. Tuolumne Road, Turlock, CA

(Stanislaus County APNs 073-013-015, 016, 009, 010, 003, 004, 073-016-006, & 007)



MITIGATION MONITORING CHECKLIST

PROJECT NAME: General Plan Amendment 2014-01, Rezone 2014-01 (East Tuolumne Master Plan Amendment)

PROJECT LOCATION: The property address is 2606, 2620, 2736 & 2772 N Quincy Rd, 2707, 3007, 2930, and 3130 E. Tuolumne Road, Turlock, CA (Stanislaus County APNs 073-13-03, 073-13-04, 073-13-09, 073-13-10, 073-13-15, 073-13-16, 073-16-06, 073-16-07).

MITIGATION MEASURES AND MONITORING PROGRAM

I. Aesthetics

The development of this project will produce additional light and glare from new street and building lighting. In order to reduce lighting impacts to surrounding properties, this project shall include the following mitigation: A wall shall be constructed along Waring Road and a portion of E. Tuolumne Road.

1. The wall along Waring Road and East Tuolumne Road shall be landscaped.
2. General Plan Policy 6.3-d Provide attractive, landscaped streetscapes.
3. General Plan Policy 3.7-q Visual interest and compatibility in residential design. Residential projects should include visual interest and variety. The size, scale, proportion, color, placement, and detailing of architectural features should be carefully considered to complement the overall massing and scale of the single-family building. Single family projects should include architecture and landscaping that is complimentary and creates a neighborhood identity with visual interest and variety.
4. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.
5. Lighting shall be oriented to minimize impacts upon existing and planned residences. Future residential developments shall mitigate the impacts of light and glare sources through project design.
6. Sources of high illumination shall be separated from light-sensitive receptors.

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of building permit
Verified By: Turlock Planning, Engineering and Building Divisions

II. Agriculture

In order to mitigate any potential impacts to agricultural properties the project shall include the following mitigation.

1. General Plan Policy 6.1-O In locations where agricultural activities may affect nearby residences, require that all deeds recorded include a Right-to-Farm Notice.
2. General Plan Policy 3.2-C Urban/Rural edge. Deep landscaped setbacks and agricultural buffer shall be used to screen the edge of urban development. This shall include a wall along Waring Road and an additional 15' setback to the property line for the lots along Waring Road. The lots along the northern property line adjacent to agricultural properties shall provide an additional 10' rear yard setback.

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: *Prior to issuance of building permit*
Verified By: Turlock Planning, Engineering and Building Divisions

III. Air Quality

In order to mitigate PM10 and PM2.5 emissions during construction, the following Regulation VIII measures shall be implemented:

1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.
2. The builder and/or developer shall comply with the SJVAPCD Compliance Assistance Bulletin for Fugitive Dust Control at construction sites.
3. The applicant shall pay all Capital Facility Fees prior to issuance of the building permit.
4. During construction to minimize dust and air emission impacts site watering or the application of dust suppressants shall be used, stockpiles shall be covered and grading activities shall be suspended during high wind periods (winds greater than 25 miles per hour).
5. In accordance with San Joaquin Valley Unified Air Pollution Control District's Rule 4901 (as amended 7/17/2003), the following restrictions will apply:
   a) No installation of wood-burning fireplaces in a new residential development with a density greater than two (2) dwellings units per acre.
   b) No installation of more than two (2) EPA Phase II Certified wood burning heaters per acre in any new residential development with a density equal to or greater than three (3) dwelling units per acre.
   c) No installation of more than one (1) wood burning fireplace or wood burning heater per dwelling unit in any new residential development with a density equal to or less than two (2) dwelling units per acre.

Responsible Agency or Organization:	Applicants, or successor in interest
Implementation Schedule:	During construction
Verified By:	Turlock Engineering and Building Divisions, San Joaquin Valley Air Pollution Control District

IV Biological Resources

In order to mitigate any impacts to biological resources the following mitigation shall be implemented:

1. If ground disturbing activities, such as grading, occurs during the typical nesting season, February through mid-September the developer is required to have a qualified biologist conduct a survey of the site no more than 10 days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.
2. If nests are found they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.
3. If Swainson's Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10 mile radius Mitigating habitat loss within a 10 mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within

between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.

4. The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.

Responsible Agency or Organization:	Applicants, or successor in interest
Implementation Schedule:	During construction
Verified By:	Turlock Planning, Engineering and Building Divisions, the Department of Fish and Wildlife

V. Cultural Resources

If, during construction, historical resources or human remains are discovered, the following mitigation shall be implemented:

1. In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find.
2. If previously unrecorded archaeological resources, as defined by State Law are discovered, construction activities shall be suspended and a qualified archaeologist shall be called to evaluate the find and to recommend proper action.
3. If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.

Responsible Agency or Organization:	Applicants, or successor in interest
Implementation Schedule:	During construction
Verified By:	Turlock Engineering and Building Divisions

VI. Geology and Soils

To ensure the safety of the structure from the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, including liquefaction, or landslides.

1. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
2. The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.
3. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
4. The project shall comply with all erosion control measures listed in the Air Quality, and Hydrology and Water quality sections of this document.
5. The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.

Responsible Agency or Organization:	Applicants, or successor in interest

Implementation Schedule: Prior to issuance of the Building Permit, during construction
Verified By: Turlock Engineering, Planning and Building Divisions

VII. Hazards and Hazardous Materials

To ensure there are no significant safety impacts due to hazards and hazardous materials the following mitigation measures have been added to the project:

1. The applicant shall comply with all Air District requirements and obtain the necessary approvals prior to the demolition of any existing structures.
2. Accessory structures shall install fire sprinklers in accordance with the Fire Marshall and/or Building Officials discretion.
3. The project shall meet the fire protection standards established by the City. Typical standards include, but are not limited to:
    - On-site hydrants;
    - Adequate emergency access to buildings;
    - Hazardous materials plan
4. The following notice shall be provided to potential property owners within the Master Plan area: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of the Building Permit, during construction
Verified By: Turlock Fire, Engineering, Planning and Building Divisions

VIII. Hydrology and Water Quality

In order to ensure the project does not have an impact on water quality, or impact the City's storm drain system the following mitigation measures have been added to the project:

1. The project shall connect to the City's Master Storm Drainage System.
2. The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality.
3. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system.
4. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
5. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
6. A spill prevention and cleanup plan shall be implemented.
7. The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches.
8. A General Construction permit shall be obtained from the State Water Resources Control Board; a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.

Responsible Agency or Organization: Applicants, or successor in interest

Implementation Schedule: Prior to issuance of a grading permit, construction
Verified By: Turlock Engineering, Municipal Services, Planning and Building Divisions, State Water Resources Control Board

IX. Noise

In order to ensure the project does not have an impact on noise levels around the project the following mitigation measures have been added to the project:

1. The following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of a grading permit
Verified By: Turlock Engineering, Planning and Building Divisions

X. Public Services

In order to ensure the project does not have an impact on public services the following mitigation measures have been added to the project:

1. Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.
2. Prior to final recordation of the map the properties shall annex to CFD #2.
3. Residential development shall fully mitigate its impacts upon school facilities pursuant to California statutes.

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of a grading permit
Verified By: Turlock Engineering, Planning and Building Divisions

XI. Recreation

In order to ensure the project does not have an impact on recreation the following mitigation measures have been added to the project.

1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and specific plan development impact fees.
2. Prior to final map, all properties in the Master Plan area shall annex to the Community Facilities District # 2.

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of a grading permit
Verified By: Turlock Engineering, Planning and Building Divisions

XII. Transportation/Traffic

In order to ensure the project does not have an impact on transportation and traffic the following mitigation measures have been added to the project:

1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and specific plan development impact fees.

2. The following notice shall be provided to potential property owners within the Master Plan area: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of a grading permit
Verified By: Turlock Engineering, Planning and Building Divisions

XIII. Utilities and Service Systems

In order to ensure the project does not have an impact on the utilities and service systems the following mitigation measures have been added to the project:

1. The City of Turlock shall amend the ETMP Area Fee Program to fully fund sewer, water and storm drain infrastructure. As a condition of project approval, the applicant shall be required to install the Plan Area infrastructure or the pay the fees in lieu.
2. The developer and/or property owner shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
3. The developer and/or property owner shall provide written consent, as provided in Section 22500 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of a grading permit
Verified By: Turlock Engineering, Planning, Municipal Services and Building Divisions

I have read and agree to comply with the Mitigation Measures and Monitoring Program listed above.

Ronald Watrath 11/10/14

Applicant Signature Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE ZONING MAP OF THE CITY OF TURLOCK, CALIFORNIA, ATTACHED TO TITLE 9 OF THE TURLOCK MUNICIPAL CODE [REZONE 2014-01 (EAST TUOLUMNE MASTER PLAN AMENDMENT)]	**ORDINANCE NO. -CS**

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION. The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project will not have a significant effect on the environment and hereby adopts the Mitigated Negative Declaration and the Mitigation Monitoring and Report Program ("Checklist"), and further directs that a Notice of Determination be filed.

SECTION 2. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Very Low Density Residential (VLDR) to Low Density Residential (R-L) as designated in the Amended East Tuolumne Master Plan, under the provisions of Title 9 of the Turlock Municipal Code, and said real properties shall hereafter be subject to the provisions and regulations of this Chapter relating to property located within such Districts. Said property is described as follows:

2707 E. Tuolumne Road (Stanislaus County APN 073-013-003)
3007 E. Tuolumne Road (Stanislaus County APN 073-013-004)

SECTION 3. ZONING MAP. The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the map attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.

SECTION 4. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise 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. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. 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 9th day of December, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 9th day of December, 2014.

_____
John Lazar, Mayor

ATTEST:

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

Exhibit A
REZONE 2014-01

SITE MAP

2707 E. Tuolumne Road (Stanislaus County APN 073-013-003)

3007 E. Tuolumne Road (Stanislaus County APN 073-013-004)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING CONDITIONS OF APPROVAL FOR REZONE 2014-01 (EAST TUOLUMNE MASTER PLAN AMENDMENT)	RESOLUTION NO. 2014-

WHEREAS, a Rezone application (Rezone 2014-01) has been filed, in the office of the Secretary of the Planning Commission, by Ron Katakis and Chris Hawke, in accordance with the provisions of the Turlock Municipal Code to rezone certain property to Low Density Residential in accordance with the amended East Tuolumne Master Plan; and

WHEREAS, the rezoning is required to facilitate the development of a single family residential subdivision with a minimum lots size of 7,000 square feet and a density of 3-4 units per acre; and

WHEREAS, the project will be developed generally consistent with the standards of the Low Density Residential (R-L) Zoning District as designated in the Amended East Tuolumne Master Plan document; and

WHEREAS, the properties affected by this Resolution are described as follows: 2707 & 3007 E Tuolumne Road, Stanislaus County APNs 73-13-03 & 73-13-04; and

WHEREAS, the Planning Commission considered the request on November 6, 2014, and by a six yes and one no vote recommended the City Council approve the proposed amendment to the official City of Turlock Zoning Map; and,

WHEREAS, on November 18, 2014 the City Council considered the request, the Planning Commission recommendation, and the Environmental Review documentation and testimony and found that Rezone No. 2014-01, will not have a significant adverse impact upon the environment and directed that a Notice of Determination for a Mitigated Negative Declaration be filed; and

WHEREAS, the City Council held a public hearing on November 18, 2014, and considered the public testimony before introducing the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code (Rezone 2014-01, East Tuolumne Master Plan Amendment); and

WHEREAS, a second reading of the ordinance occurred on December 9, 2014 at a public noticed meeting, the Turlock City Council voted to enact the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code pursuant for Rezone 2014-01,East Tuolumne Master Plan Amendment by a XXXXXXXXXXXX vote.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the conditions for Rezone 2014-01, in accordance with the plan and amended Master Plan filed as part of the Planning Commission consideration, referred to above, and which is on file in the office of the Turlock Planning Division. The following conditions shall apply, as well as compliance with all applicable codes and ordinances:

CONDITIONS FOR REZONE 2014-01

1. This approval authorizes the rezoning of 2707 & 3007 East Tuolumne Road & from Very Low Density Residential to Low Density Residential as established in the Amended East Tuolumne Master Plan document.
2. This project shall be subject to the conditions set forth in Resolution No. 2014-11, the development standards and Design Guidelines established in the amended East Tuolumne Master Plan, the City of Turlock Standard Conditions of Approval (Resolution No. 91-54), and the mitigation measures detailed in the CEQA Initial Study prepared for this project.
3. A 7 foot tall masonry wall shall be constructed along the northern boundary of the Master Plan area.
4. The wall along Waring Road shall include pillars or other architectural features to help break up the long expanse of the wall.
5. Split rail fencing shall be installed in the 15 foot landscape area adjacent to Waring Road. The fencing shall not exceed 4 feet in overall height.
6. Parking shall not be permitted along Waring Road.
7. The area is located outside of the average response time for the Fire Department. All dwelling units shall have fire sprinklers installed.
8. The project shall be required to meet the California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the City of Turlock Municipal Code in effect at the time of building permit application. THIS IS NOT A PLAN REVIEW. Additional requirements may be applicable upon Fire Dept. review of building plans.
9. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt of concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
10. Fire sprinklers shall be required. Four sets of fire sprinkler plans, architectural plans and calculations shall be submitted by a licensed C-16 fire sprinkler contractor to the Fire Department in accordance with NFPA 13 and City of Turlock Municipal Code.
11. Development in the area must comply with all San Joaquin Valley Air Pollution Control District rules and regulations.
12. In the event that multiple final maps are filed, the City of Turlock reserves the right to impose reasonable conditions relating to the filing of multiple final maps.
13. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.
14. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.
15. Provide easements per the Turlock Irrigation District.
16. Provide 10 foot Public Utility Easement behind property along all street frontages.
17. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.

18. Prior to filing of the final map, the developer shall provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.
19. Final maps shall be based upon and tied to a minimum of two (2) monuments on our grid system. The City of Turlock's grid system was established on Volume 20 of surveys, at page 56, Stanislaus County Records 20-S-56.
20. The developer will be required to pay the development impact fees adjusted to the current Engineering News Record.
21. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.
22. All lots shall be graded to drain towards the public street with no cross lot drainage allowed. If the grade differential between lots or surrounding ground is 1 foot or greater a retaining wall shall be required per City of Turlock standards. If the grade differential between lots or surrounding ground is between 1/2 foot and 1 foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be approved by the City Engineer as part of the subdivision improvement plans.
23. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if upon review of the hydrology study he deems it is not necessary.
24. Each lot will have access to a water service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.
25. A grading permit is required before you move any dirt or before any building permit is issued. Provide the quantity of dirt to be moved, as well as (6) sets of the grading and erosion control plans for review and approval under the grading permit process. For projects that disturb more than 1 acre of land, the developer will need to apply to the State of California Water Resource Control Board for a Notice of Intent. The grading permit will not be issued without this being done.
26. Full off-site improvements (curb, gutter, sidewalk, pave-out, fire hydrants, electroliers, etc.) must be installed along all exist frontage roads and new streets. These off-site improvements, as well as all public streets must be designed and installed per City of Turlock standard specifications and drawings. Please provide a cost estimate of the value of all public works, as well as (6) sets of improvement plans for review and approval.
27. Striping and signing plans shall be included as a part of the final improvement plans. Stop signs shall be installed by the developer. Street name signs will be installed by the City, but paid for by the developer. Developer will prepare a striping plan utilizing thermoplastic and pavement markers in accordance with Caltrans Standard Plans and the MUTCD.
28. Monument signs, fences and trees shall be back thirty-feet (30') from driveway entrances, per City Standard Drawing ST-13 "Clear Vision Triangle".
29. Developer shall stub all wet and dry utilities to each of the proposed lots.
30. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on all existing frontage roads if in the City Engineer's opinion the integrity of the roadway has been compromised by utility cuts or construction practices. Asphalt oil shall be PG 70-10.

31. All trenching in existing public pavement must be repaved per city standard T-1 unless approved by the City Engineer.
32. If any on-site public utilities are proposed, easements over these utilities must be dedicated to the City of Turlock prior to any permits being issued.
33. City of Turlock utilities shall be installed as follows (As Required):
    a. 1 – Sewer service per parcel, sized to provide capacity for all buildings.
    b. 1 – Domestic water service per parcel, sized to provide capacity for all buildings.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of December, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8A

Council Synopsis

November 18, 2014

From: Roy W. Wasden, City Manager

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Convention and Visitors Bureau (CVB) 2014 Budget

2. DISCUSSION OF ISSUE:

The Turlock Convention and Visitors Bureau is our community's marketing organization. It serves as a destination marketing organization which promotes Turlock in order to increase the number of visitors. It promotes the development and marketing of our community, focusing on convention sales, tourism marketing, and services.

Organizations, such as our CVB, promote economic development of a destination by increasing visits from tourists and business travelers, which generates overnight lodging for a destination, visits to restaurants, and shopping revenues. Convention and visitor bureaus are the most important tourism marketing organizations in their respective tourist destinations, as they are directly responsible for marketing the destination brand through travel and tourism "product awareness" to visitors. Convention and Visitor Bureaus produce thousands of dollars in direct and indirect revenue and taxes for their destinations' economies with their marketing and sales expertise

By agreement between the City of Turlock and the Turlock Chamber of Commerce, the Convention and Visitor's Bureau (CVB) acts as the tourism and marketing arm of the City. The mission statement of the CVB is as follows: *The Turlock Convention and Visitors Bureau is responsible through marketing efforts to bring visitors into the Turlock area, thereby enhancing the local economy.*

How is a CVB different from a Chamber of Commerce?
A Chamber of Commerce focuses on boosting the local economy by attracting and supporting businesses into their area. A Convention and Visitors Bureau focuses on boosting the local economy by bringing tourism and conventions into the area.

What does a CVB do for a potential visitor or event planner?
For visitors, a CVB is like a key to the city. As a balanced resource, a CVB can serve as a broker or an official point of contact for convention and meeting

planners, tour operators and visitors. CVB staff can assist planners with meeting preparation and encourage business travelers and visitors alike to visit local historic, cultural and recreational sites.

- CVBs offer impartial information about a destination's services and facilities.
- CVBs save visitors time and energy as they are a "one-stop shop" for local tourism interests.
- CVBs can provide a full-range of information about a destination.
- CVBs charge nothing for services.

Within the agreement between the CVB and the City, there is an administration allowance that is now set at $138,000. for administrative expenses with the balance of the funds in the agreement to be allocated for other specific projects and programs. This amount includes the new shared event planner between the City, Chamber/ CVB and the Downtown Association for special events. The budget proposed for 2015 increased this budget by $12,608 over the 2014 budget in total dollars.

The TOT funds are part of the City's general fund and can be used for a wide variety of purposes the Council deems appropriate. The agreement provides that the CVB will provide a work plan with their proposed budget. Attached with the proposed budget is the CVB 2015 Plan of Action Breakdown detailing the budgeted work plan of the CVB for 2015 and the 2014 Annual Report.

The CVB's 2015 proposed budget of $249,235 is an increase over the previous year. There is a $4,000 increase in administrative costs and $8,608 in additional program expenses. These program areas include: Community outreach, signage, publications, economic development visitor tours and promotions. It should be noted this budget continues partnering with the Carnegie Arts Center for weekend visitors and information distribution to visitors at a $3,000 cost.

3. BASIS FOR RECOMMENDATION:

A) Staff believes that the CVB is an asset to the City, particularly for economic development efforts. Materials developed by the CVB supplement and compliment other City efforts. In addition, the CVB Director represents Turlock at local travel and tourism meetings. A strong working relationship has been formed between the CVB and the City's Parks, Recreation and Public Facilities Division to create coordination with sporting tournaments, the annual Christmas Parade and a variety of other programs.

B) This project meets the objectives set forth in the City Council's Strategic Plan.

Strategic Plan Initiative: B. 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:

The adoption of the 2015 Convention and Visitor's Bureau Budget of $249,235.00 in Transient Occupancy Tax (TOT) monies for CVB services and activities has already been adopted as part of the City's 2014-2015 Budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval of this year's Chamber /CVB request.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not provide the TOT allocation to the Chamber contrary to the Agreement. The Agreement provides for termination by either party with or without cause with 90 days written notice.

B. Provide additional funding for additional services or to expand services.

C. Direct Staff of the City and Chamber to develop other methods of funding.

D. Direct staff to develop a competitive RFP for travel/tourism/marketing services.

Turlock Convention & Visitors' Bureau
Annual Planning Budget
2015-2016

Line	Item	2013 Budget	2014 Budget	2015 Budget
1	Directory & Visitors' Guide	10,000	10,000	10,000
2	Visitors'/Relocation Packets	1,000	1,000	1,500
3	Economic Profile	1,500	1,500	2,000
4	Attractions Map	1,500	-	1,000
5	Official City Map	10,000	10,000	10,000
	Facilities Guide	2,000	1,000	1,000
6	Community Advertising	5,000	2,500	2,000
7	Tours	500	2,409	2,000
8	Promotional Items	2,000	2,000	2,000
9	Media Tourism Advertising	3,600	2,500	4,000
10	Familization Tours	-	-	1,000
11	Smart Phone	2,000		1,000
12	Mini-Board	-	1,000	1,000
13	Community Funding	45,000	45,600	45,000
17	Signage	500	500	500
18	Event Hosting (Receptions)	1,000	1,000	2,000
18	Maintenance Administration	800	800	800
19	Hosting/Domain Fees	1,200	1,200	1,200
20	Hardware/Software	4,800	2,000	1,000
21	Depreciation	4,065	2,106	2,053
22	New/Upgrade Equipment			5,000
23	Equipment Repairs	1,000	1,000	1,000
24	Training Seminars	1,000	1,000	1,000
25	Conferences	2,000	2,000	2,000
26	Travel	1,000	1,000	1,000
27	Mileage Reimbursement	500	500	500
28	Smith Travel Data	500	500	800
29	CVTA	300	300	300
30	WACVB	630	630	650
31	CalTia			600
32	WACE	50	100	50
33	Print Material Subscriptions			1,000
34	Office Supplies/Equipment	2,000	2,000	2,000
35	Outside Printing Services	1,000.00	800	800
36	Photography/Graphic Design	500.00	500	500
37	Carnegie - Weekend Visitor Center	5,200	5,200	3,000
	Totals	**112,145.00**	**102,645.00**	**111,253.00**

2015-2016 Administrative Fee Breakdown (proposed)
Turlock Convention & Visitors' Bureau

	2013 Budget			2014 Budget			2015-2016 Proposed			
	allocation %	Per month	Annual	allocation %	Per month	Annual	allocation %	Per month	Annual	
Fixed Expenses:										
Accounting	25	450.00	5,400.00	25	450.00	5,400.00	25	450.00	5,400.00	
Copier	20	30.00	360.00	20	30.00	360.00	20	30.00	360.00	
Insurance	20	141.67	1,700.00	20	141.67	1,700.00	20	141.67	1,700.00	
Office Supplies	30	200.00	2,100.00	30	200.00	2,100.00	30	200.00	2,100.00	
Personal Prop. Tax	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	
Postage	20	86.67	1,040.00	20	86.67	1,040.00	20	86.67	1,040.00	
Repairs/Maintenance	20	166.67	1,400.00	20	166.67	1,400.00	20	166.67	1,400.00	
Telephone	20	100.00	1,500.00	20	100.00	1,500.00	20	100.00	1,500.00	
Utilities	20	100.00	1,400.00	20	100.00	1,400.00	20	100.00	1,400.00	
Total		$ 1,275.00	$ 14,900.00		$ 1,275.00	$ 14,900.00		$ 1,275.00	$ 14,900.00	
Salaries/Benefits:										
CVB Manager/Associate Director	100	3,354.83	40,258.00	100	3,355.73	40,268.80	100	3,276.00	39,312.00	Morgan
Office Assistant	50	765.01	9,180.08	50	765.01	9,180.08	50	725.08	8,700.90	Berry
President & CEO/Chamber	15	1,106.99	13,283.83	15	1,106.99	13,283.83	15	1,036.73	12,440.76	Silva
Staff Assistant	50	687.50	8,250.00	50	687.50	8,250.00	50	572.85	6,874.20	Kassie
Intern	100	0.00	0.00		1,250.00	15,000.00	0			
Event Coordinator							50	1,677.87	20,134.40	Desa
Event Coordinator-City of Turlock portion					1,666.67	20,000.00		1,666.67	20,000.00	Val
Payroll Tax		535.85	6,430.14		632.08	7,584.91		664.23	7,970.81	based on wages above
Health Insurance	100	262.00	3,144.00	100	260.00	3,144.00		456.50	5,478.00	desa(50%) morgan(100%)
Workers' Comp.		72.06	864.77		65.95	791.38		57.08	685.01	based on wages above
Retirement Match	3	100.65	1,207.74	3	100.00	1,200.00	3	103.19	1,238.28	based on wages above
Total		$ 6,884.89	$ 82,618.56		$ 9,889.92	$118,703.00		$10,236.20	$ 122,834.36	
Grand Total		$ 8,159.89	$ 97,518.56		$ 11,164.92	$133,603.00		$11,511.20	$ 137,734.36	
Yearly Administration Fee			**$ 99,000.00**			**$134,000.00**			**$ 138,000.00**	

8B

Council Synopsis

November 18, 2014

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

Prepared by: Nathan Bray, P.E., Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 in the amount of $210,255.15 (Fund 217) for City Project No. 12-45, "Monte Vista Avenue Rehabilitation"

Resolution: Appropriating $150,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," to complete the necessary funding required for the project

2. DISCUSSION OF ISSUE:

On September 4, 2013, Council awarded a contract in the amount of $887,037.25 to Teichert Construction of Stockton, California, for City Project No. 12-45, "Monte Vista Avenue Rehabilitation."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	$887,037.25	9/4/13
Change Order No. 1	$43,984.16	7/22/14
Change Order No. 2	$210,255.15	11/18/14
Adjusted Contract Total	$1,141,276.56	

Change Order No. 2 consists of the following:

1. Adjustment of Quantities
   The quantities estimated at the time of bidding were an estimate and used to compare bids. The contract documents state the City will adjust the quantities to reflect the actual quantities used. Two of the major adjustments were from the bid items grinding and paving. Due to the changes and

unforeseen conditions described below, the grinding scope of work changed significantly. In order to accurately determine the payment for the additional grinding, it was decided to remove the item in its entirety and perform the work at force account. The other large adjustment was the rubberized top layer of paving. The amount of material used was significantly less than what was estimated. Therefore, the change in the contract price is a deduction.

2. Additional Median Curb Work
   During the course of work it was discovered that a portion of median curb along Geer Road would not function as intended and needed to be removed and replaced. The contractor performed this work at force account and the area now drains storm water as intended.

3. Additional Work – CMS Boards
   In order to best notify the residents, business owners, CSUS staff and students and tourists, the City directed the contractor to provide portable electronic message boards for the duration of the major-impacting work. This proved to be effective as traffic was relatively light during this work period and Staff did not receive many complaints during the course of construction.

4. Additional Work – Grinding
   The project originally called out for 1" grind over the entire surface to help mitigate any potential for reflective cracks and potholes as well as increase the smoothness and maintain reveal on the median curbs. During the grinding operations it was discovered there were multiple layers of asphalt at varying depths intermixed with pavement reinforcing fabric. This resulted in large areas of delamination between lower layers of asphalt, large areas of extensive potholes, and large areas where the pavement reinforcing fabric was sticking up and visible. Due to this, the City and contractor agreed additional grinding needed to be performed.

   The complexity of determining an accurate way to measure and pay for the additional grinding was great; therefore the City and contractor agreed to perform the entire amount of grinding at force account. The contractor then made additional passes with the grinder, grinding deep enough to completely remove the defective subsurface layers. After all of the grinding was completed additional pavement needed to be placed to bring the surface up to a point that the contract paving could commence.

   The additional grinding was not expected and the City did not anticipate the additional work. Since the deficiency was not known to Staff until after the road had been ground off, there were not very many other options than to proceed with the work that was performed.

5. Additional Work – Leveling Course
   As discussed above, the City encountered subsurface latent defects that prevented the work to occur as planned. Changes were made to the grinding depth to correct the defects which resulted in the need for additional asphalt pavement. Since the City did not plan to perform conventional asphalt paving (this project was utilizing a rubberized asphalt pavement for the final surface) the City directed the contractor to proceed with the paving at force account. The contractor placed 2,217.90 tons of asphalt to make the surface of Monte Vista ready to place the final rubberized asphalt pavement. All of this additional paving work was to raise the surface to a point where the rubberized asphalt overlay could be placed as bid upon. As discussed above, all of this additional work was unforeseen and could not have been anticipated until the grinding commenced.

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: D) MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment district) in:

iv) Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Staff requests the transfer of $150,000 in additional Section 2103 Gas Tax Funds from Fund 217 to complete the funding package for this project. The additional Gas Tax Funds sought after have already been approved for a street rehabilitation project and are available to support this request. With the approval of the transfer, sufficient funds will be appropriated in account number 215-40-420.51210 "Monte Vista Avenue Rehabilitation (#12-45)" for the current, total project cost of $1,244,976.56.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This Action by Council does not modify the CEQA finding that Council made on September 4, 2013, and therefore no determination is needed.

7. ALTERNATIVES:

A. Not approve Contract Change Order No. 2. This option is not recommended by Staff because the work performed was needed in order for the facilities to function as intended.

CONTRACT CHANGE ORDER

Date issued: 18-Nov-14 Change Order No.: 2
Project Name: Monte Vista Avenue Rehabilitation

Teichert Construction, Inc.
PO Box 1118
Stockton, CA 95201-1118

Project No.: 12-45
Contract For: $887,037.25
Contract Award Date: September 24, 2013

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. Actual Amount Paid to Contractor for Bid Items (See Attached)	—	—	—	$820,592.64
Contractor's Bid Amount for Bid Items	—	—	—	$887,037.25
Subtotal of Difference				**($66,444.61)**
1. Additional Median Curb Work	FA	1	$2,401.53	$2,401.53
2. Additional Work - CMS Boards	LS	1	$3,691.12	$3,691.12
3. Additional Work - Griding	FA	1	$96,706.99	$96,706.99
4. Additional Work - Leveling Course	FA	1	$173,900.12	$173,900.12
		Total this CCO=		**$210,255.15**

The original contract sum =	**$887,037.25**
Net change by previous change orders =	**$43,984.16**
The contract total will increase by the amount of =	**$210,255.15**
The new contract sum including this change order will be =	**$1,141,276.56**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ Date: _____
Contractor

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

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

CITY OF TURLOCK

QUANTITY ADJUSTMENTS

Monte Vista Avenue Rehabilitation **Project No. 12-45**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization & Demobilization	LS	$89,000.00	1.00	$89,000.00	1.00	$89,000.00	$0.00
2	Construction Project Sign	EA	$3,500.00	2.00	$7,000.00	2.00	$7,000.00	$0.00
3	Remove Existing Improvements	LS	$40,000.00	1.00	$40,000.00	1.00	$40,000.00	$0.00
4	Remove Pavement Markers	LS	$3,000.00	1.00	$3,000.00	1.00	$3,000.00	$0.00
5	Temporary Traffic Control Plan	LS	$83,800.00	1.00	$83,800.00	1.00	$83,800.00	$0.00
6	Earthwork	LS	$30,000.00	1.00	$30,000.00	1.00	$30,000.00	$0.00
7	Minor Concrete (Sidewalk)	SF	$15.00	461.00	$6,915.00	270.00	$4,050.00	$2,865.00
8	Access Ramp (Retrofit)	EA	$850.00	7.00	$5,950.00	10.00	$8,500.00	($2,550.00)
9	Access Ramp	EA	$2,000.00	3.00	$6,000.00	3.00	$6,000.00	$0.00
10	Minor Concrete (Dirveway)	EA	$7,500.00	1.00	$7,500.00	1.00	$7,500.00	$0.00
11	Grinding (1.5" Total Depth)	SY	$0.50	0.00	$0.00	50,864.00	$25,432.00	($25,432.00)
12	RHMA-G (1.5" Lift)	TON	$76.00	3732.49	$283,669.24	4,536.00	$344,736.00	($61,066.76)
13	Adjusting Frames and Covers to Grade (Sewer)	EA	$900.00	18.00	$16,200.00	12.00	$10,800.00	$5,400.00
14	Adjusting Frames and Covers to Grade (Storm)	EA	$1,000.00	2.00	$2,000.00	1.00	$1,000.00	$1,000.00
15	Adjusting Frames and Covers to Grade (Water)	EA	$485.00	47.00	$22,795.00	33.00	$16,005.00	$6,790.00
16	Traffic Signal Detector System	LS	$83,500.00	1.00	$83,500.00	1.00	$83,500.00	$0.00
17	Temporary Traffic Striping	LS	$5,000.00	1.00	$5,000.00	1.00	$5,000.00	$0.00
18	Detail 10	LF	$0.55	9837.00	$5,410.35	8,183.00	$4,500.65	$909.70
19	Detail 23	LF	$1.10	685.00	$753.50	425.00	$467.50	$286.00
20	Detail 26	LF	$0.40	8575.00	$3,430.00	7,037.00	$2,814.80	$615.20
21	Detail 30	LF	$2.05	40.00	$82.00	90.00	$184.50	($102.50)
22	Detail 37B	LF	$1.10	1490.00	$1,639.00	1,390.00	$1,529.00	$110.00
23	Detail 38	LF	$1.25	1977.00	$2,471.25	1,792.00	$2,240.00	$231.25
24	Detail 38A	LF	$1.10	165.00	$181.50	130.00	$143.00	$38.50
25	Detail 39	LF	$0.90	8298.00	$7,468.20	5,155.00	$4,639.50	$2,828.70
26	Detail 40A	LF	$3.10	170.00	$527.00	75.00	$232.50	$294.50
27	12" White Thermoplastic Stripe	LF	$3.30	1800.00	$5,940.00	1,621.00	$5,349.30	$590.70
28	Thermoplastic Pavement Markings	SF	$3.80	971.00	$3,689.80	1,002.00	$3,807.60	($117.80)
29	Paint Red Curb	LF	$1.10	2178.00	$2,395.80	2,119.00	$2,330.90	$64.90
30	Install R3-7 Sign and Post	EA	$225.00	2.00	$450.00	2.00	$450.00	$0.00
31	Install R81 Sign and Post	EA	$200.00	15.00	$3,000.00	11.00	$2,200.00	$800.00
32	Install R2-1 Sign and Post	EA	$225.00	3.00	$675.00	3.00	$675.00	$0.00

33	Sanitary Sewer Drop Manhole	LS	$10,000.00	1.00	$10,000.00	1.00	$10,000.00	$0.00
34	Sanitary Sewer Pipe	LF	$175.00	85.00	$14,875.00	85.00	$14,875.00	$0.00
35	Shoring	LS	$3,500.00	1.00	$3,500.00	1.00	$3,500.00	$0.00
36	Minor Concrete (Vertical Curb)	LF	$25.00	887.00	$22,175.00	887.00	$22,175.00	$0.00
37	Irrigation System	LS	$9,000.00	1.00	$9,000.00	1.00	$9,000.00	$0.00
38	Landscaping System	LS	$30,600.00	1.00	$30,600.00	1.00	$30,600.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$820,592.64**		**$887,037.25**	**($66,444.61)**
C.O. #	***CHANGE ORDERS***							
	CCO #1							
1	Signal Head Replacements	LS	$14,190.00	1	$14,190.00	0	$0.00	$14,190.00
2	Extra Traffic Signal Loop Work	LS	$28,529.16	1	$28,529.16	0	$0.00	$28,529.16
3	Extra Landscape and Irrigation Work	LS	$1,265.00	1	$1,265.00	0	$0.00	$1,265.00
	CCO #2							
1	Additional Median Curb Work	FA	$2,401.53	1	$2,401.53	0	$0.00	$2,401.53
2	Additional Work - CMS Boards	FA	$3,691.12	1	$3,691.12	0	$0.00	$3,691.12
3	Additional Work - Griding	FA	$96,706.99	1	$96,706.99	0	$0.00	$96,706.99
4	Additional Work - Leveling Course	FA	$173,900.12	1	$173,900.12	0	$0.00	$173,900.12
	SUB-TOTAL CHANGE ORDER ITEMS =				**$320,683.92**		**$0.00**	**$320,683.92**
	TOTAL PROJECT =				**$1,141,276.56**		**$887,037.25**	**$254,239.31**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $150,000 TO ACCOUNT NUMBER 215-40-420.51210 "FEDERAL STREET PROJECTS" TO BE FUNDED VIA A TRANSFER OF SECTION 2103 GAS TAX MONIES FROM FUND 217 "GAS TAX FUND" FOR CITY PROJECT NO. 12-45, "MONTE VISTA AVENUE REHABILITATION," TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THE PROJECT	**RESOLUTION NO. 2014-**

WHEREAS, The City secured federal RSTP funds for the rehabilitation of Monte Vista Avenue from Crowell Road to Geer Road; and

WHEREAS, per the federal program guidelines, the City must provide a minimum funding match for the federal monies; and

WHEREAS, the City must utilize the federal funds for this specific project as identified through the NEPA process; and

WHEREAS, the Gas Tax Fund is specifically for the use of roadway rehabilitation; and

WHEREAS, these Gas Tax monies are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $150,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," to complete the necessary funding required for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, 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 18, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Memorandum of Understanding with the Stanislaus Economic Development and Workforce Alliance and the City of Turlock for the purpose of working together to implement a Countywide Economic Development Plan and Marketing Strategy

2. DISCUSSION OF ISSUE:

The Stanislaus Business Alliance is a private-public organization. It is the unique blending of economic development activities and workforce development assistance that provides for professional one-stop services for existing and prospective companies in Stanislaus County. Within the Alliance are the following key departments:

- Corporate Relocation
- Business Assistance
- Small Business Development Center
- Business Resource Center
- Enterprise Zone Assistance
- Education Foundation
- Alliance Worknet

The mission of the Stanislaus Business Alliance is overseeing both economic development and workforce training activities for the County. Under its leadership, the Alliance is committed to creating a blueprint for success, which can make Stanislaus the strategic business choice for existing and expanding businesses by focusing on job creation, business assistance and workforce preparation activities.

Having a Memorandum of Understanding to clearly articulate expectations of the relationship is a new process. The City of Turlock has been a member of the Stanislaus Business Alliance since 1994. Over the last year, the Alliance has

sought to strengthen its relationship with each City within the County and to find additional avenues for collaboration. Specifically to Turlock, the Alliance has agreed to the following in the MOU

1. Will conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Turlock;

2. Will continue with the Local Industry Program for the base sector employers in Turlock and will include a representative of the City on those interactive visits.

3. Will provide the City of Turlock with on-going market and economic analyses through the Alliance Resource Center on a variety of important business sector topics based on the City of Turlock's priorities and goals. Information will be used at the City's discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).

4. Will coordinate collaborative visits, recruitment trips and trade show participation for such events as the Processors Convention, ICSC events, as well as other retail trade shows.

5. Will support and coordinate with the City of Turlock on workforce support efforts such as partnering or co-hosting hiring events, holding workforce related events to support local employers as well as other types of training for local businesses.

6. Will partner with Turlock on potential industry visits by continuing to involve City of Turlock in prospect meetings as well as participating in Trade show exhibits.

7. Will support the City of Turlock in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDS) and other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.

8. Will facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Turlock.

9. Will investigate the opportunity and feasibility of developing a co-working space in Downtown Turlock to encourage entrepreneurial efforts for fledgling businesses, microenterprises and other job creation opportunities.

10. Will advocate for the establishment of an effective Entrepreneurial Program at CSU Stanislaus as well as explore the feasibility of having a full time Small Business Development Center (SBDC) staff person located in Turlock to serve the Turlock business community.

11. Alliance quarterly progress reports shall be submitted on a four times a year basis describing activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Alliance Research Office, the Business Services Unit and the Small Business Development Center. These Quarterly Reports will be submitted on or before the following due dates during each year as follows:
    - Quarter #1: September 30
    - Quarter #2: January 5
    - Quarter #3: March 30
    - Quarter #4: June 30

Over the last year, the City of Turlock and the Stanislaus Business Alliance have partnered to engage in several economic development activities with great success. Some of those activities have included business retention surveys and meeting with base sector employers, co-sponsoring and co-hosting job fairs and hiring events for Blue Diamond Growers, Joann's, Tilly's and most recently Hilmar Cheese.

3. BASIS FOR RECOMMENDATION:

A. The purpose of the memorandum of understanding is to express collaboration between the City of Turlock and the Stanislaus Business Alliance with regard to the joint implementation of the Countywide economic development and marketing strategy and clarify roles and responsibilities.

Strategic Plan Initiative:

E. POLICY INITIATIVE – ECONOMIC DEVELOPMENT:

1) GOALS:

a. Create and sustain value-added economic development
b. Generate job creation and retention
d. Create diversity of opportunity for business and community development

f. Maximize use of Alliance and others (CVB, Chamber of Commerce, developers and California State University Stanislaus)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – Dues paid to the Alliance have already been budgeted as part of the budgetary process.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

No environmental determination is needed or required.

7. ALTERNATIVES:

A. The Council could choose to decline entering into the MOU with the Stanislaus Business Alliance. This option is not recommended as the collaboration of efforts by the City of Turlock and the Alliance has been extremely successful in creating local jobs in our community.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STANISLAUS ECONOMIC DEVELOPMENT AND WORKFORCE ALLIANCE
AND THE CITY OF TURLOCK
REGARDING
THE JOINT IMPLEMENTATION OF THE COUNTYWIDE
ECONOMIC DEVELOPMENT PLAN AND MARKETING STRATEGY

The Stanislaus Economic Development and Workforce Alliance (Alliance) and the City of Turlock, (CITY) intend to work together to the implement a Countywide Economic Development Plan and Marketing Strategy.

This Memorandum of Understanding (MOU)is to facilitate the Alliance and the City of Turlock's desire to effectively communicate strategies and information with local and regional partners that will maximize their contribution toward the achievement of Turlock's economic development goals. Further, this Memorandum of Understanding establishes the parameters for a successful partnership between the Alliance and the City of Turlock and outlines the general responsibilities to be carried out by both parties.

This MOU is a non-binding contract; however, it establishes the basic tenets of a collaborative and successful working relationship between the City of Turlock and the Alliance to create more jobs for Turlock and the region, but does not impose a legal obligation on either party. Together, the City of Turlock and the Alliance will:

1. Work together to identify target sectors for joint initiatives including, but not limited to biotechnology, agribusiness, manufacturing, clean energy, environmental sciences, and information and communication technologies;

2. Work together to identify opportunities for strategic partnerships and alliances between private sector companies in Turlock and the Stanislaus County Region;

3. Explore opportunities for joint trade promotion and joint promotional activities related to the tourism, cultural and sports sectors;

4. Exchange best practices/lessons learned in assisting the private sector with inland port development;

5. Examine options for co-operative activity to facilitate development of strategic partnerships/ collaborations between the jurisdictions' respective inland ports, particularly as they relate to value-added and complementary services supporting their respective business communities; and

6. Examine options for co-operative activity in existing and emerging knowledge/innovation economy partnerships in the Midwest; and

OK for Agenda

7. Leverage collaborative efforts amongst members throughout Stanislaus County and the Region with a particular focus on trade and business development, knowledge/innovation economy development, life sciences, biotechnology, and information technology development.

The City of Turlock and the Alliance recognize the benefits of ongoing, regular contact between their respective organizations to promote economic development and job creation and identify areas in which there are opportunities for joint co-operation.

The following are general actions and activities to be undertaken by the Alliance and by the City of Turlock in the implementation of the Countywide Economic Development Plan and Marketing Strategy first adopted on August 12, 2003 and the Alliance 2008-2013 Strategic Plan approved on November 19, 2007. The Alliance in conjunction with Stanislaus County and all of the cities will begin work on developing a 2016-2020 Strategic Plan that includes updating the Countywide Economic Development Plan and Marketing Strategy, which is anticipated to be completed within the current budget cycle (2014-2015).

Specifically, the Stanislaus Economic Development and Workforce Alliance:

1. Will conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Turlock;

2. Will continue with the Local Industry Program for the base sector employers in Turlock and will include a representative of the City on those interactive visits.

3. Will provide the City of Turlock with on-going market and economic analyses through the Alliance Resource Center on a variety of important business sector topics based on the City of Turlock's priorities and goals. Information will be used at the City's discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).

4. Will coordinate collaborative visits, recruitment trips and trade show participation for such events as the Processors Convention, ICSC events, as well as other retail trade shows.

5. Will support and coordinate with the City of Turlock on workforce support efforts such as partnering or co-hosting hiring events, holding workforce related events to support local employers as well as other types of training for local businesses.

6. Will partner with Turlock on potential industry visits by continuing to involve City of Turlock in prospect meetings as well as participating in Trade show exhibits.

7. Will support the City of Turlock in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDS) and other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.

8. Will facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Turlock.

9. Will investigate the opportunity and feasibility of developing a co-working space in Downtown Turlock to encourage entrepreneurial efforts for fledgling businesses, microenterprises and other job creation opportunities.

10. *Will advocate for the establishment of an effective Entrepreneurial Program at CSU Stanislaus as well as explore the feasibility of having a full time Small Business Development Center (SBDC) staff person located in* Turlock to serve the Turlock business community.

11. Alliance quarterly progress reports shall be submitted on a four times a year basis describing activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Alliance Research Office, the Business Services Unit and the Small Business Development Center. These Quarterly Reports will be submitted on or before the following due dates during each year as follows:

    - Quarter #1: September 30
    - Quarter #2: January 5
    - Quarter #3: March 30
    - Quarter #4: June 30

    These reports will provide ongoing, updated information to the City of Turlock relative to the progress of the aforementioned Marketing Strategy as well as the adopted Alliance Program of Work for Fiscal Year 2014-2015. These reports will include the current focus of the campaign as well as the number and type of responses received.

Specifically, <u>the City of Turlock:</u>

1. Will assist in providing the required and timely staff support based on the availability of staff resources and the City of Turlock's specific priorities in response to stated business needs as they pertain to existing companies or new firms interested in relocation or expansion to the Turlock area.

2. Will facilitate ease of access and assistance to all businesses with regards to zoning and permitting in compliance with City of Turlock adopted land use regulations and building codes and consistent with Turlock's adopted growth and land use policies and objectives.

3. Will provide current data as it relates to changes in land use issues, infrastructure upgrades, zoning, fee structures or any other jurisdictional actions which assist in meeting the stated objectives of this MOU and that impact the ability of the Alliance to respond to stated business issues and concerns.

4. Will interact with the Alliance Marketing Team subject to staffing, time and monetary constraints. Participation will be at a level deemed appropriate based on any restraints as defined.

5. Will encourage elected officials to actively support business park creation, job creation opportunities, job retention and new business development.

Either party may withdraw or terminate its participation in this MOU at any time or for no reason, by providing the other party with written notice of its intent to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized. Further, this MOU is consistent with the original intent of the Countywide Economic Development Plan and Marketing Strategy and the responsibilities as outlined, meets with the approval of both parties to this Memorandum of Understanding.

Alliance	**City of Turlock**
Signature: _____	Signature: _____
David White, Chief Executive Officer	Roy W. Wasden, City Manager
Date_____	Date_____

8D

Council Synopsis

November 18, 2014

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager
Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Amending the City of Turlock Fiscal Year 2014/15 General and Non-General Fund Budgets

2. DISCUSSION OF ISSUE:

The Fiscal Year 2014-15 General and Non-General Fund Budgets were adopted on June 10, 2014. On October 14, 2014 the City Council adopted the Memorandums of Understanding between the City of Turlock and Turlock City Employees Association (TCEA), Turlock Management Association-Public Safety (TMAPS), Confidential Employees, Management Employees and Turlock Firefighters Local #2434.

The adoption of the MOU's resulted in FY 14-15 budget amendments as follows:

General Fund – Increase in expenses of $221,512
Non-General Fund – Increase in expenses of $533,531

Other actions are detailed as follows:

FY 13-14 Budget Amendments:

Departments contribution to the Health Care Fund (Fund 511) were increased by $81,490 to absorb the deficit that occurred in that fund due to claims costs coming in over budget. There were some departments that had sufficient budget funds available to absorb their share of the increased costs.

The budget amendments in Funds 120 "Tourism" and Fund 121 "Tourism-City Share & Economic Development" are to correct an error in the general ledger account number (fund number).

FY 14-15 Budget Amendments

GENERAL FUND AMENDMENTS

110-10-000.38001_057 "Transfers In from Funds 255/256/257 Housing Program Services Admin" – Decrease in revenue of $10,000. The transfer in from Fund 257 "State HOME Funds" for General Fund City Admin support has been determined to be an ineligible expense, thereby eliminating the revenue transfer in.

110-10-110 "Human Resources-Salary & Benefits" - $39,525. Addition of a full time secretary. Position is supplemental to assist while a full time employee is on leave. During this employee's leave, the department has utilized part time help, individuals from the Alliance Work-Net and interns. Additionally, another full time employee has incurred an excessive amount of compensatory time during this time period.

110-10-110 "Human Resources-Salary, Benefits, Sick Leave Conversion, Vacation Conversion and Management Conversion" – $97,331. With the alignment of Information Technology to Police Services, the transfer of 50% of a manager's salary, benefits and conversion costs from this department to Fund 501 "Information Technology" has been eliminated, and those costs are brought back in to this budget.

110-10-110.44001_000 "Human Resources Supplies General" - $3,000. Supplies will exceed existing budget due to numerous recruitments and assessment centers. Numerous meetings, policy updates and mailings are depleting the supplies budget.

110-10-112.44001_001 "General Government-Supplies Access Control System" - $17,000. $15,000 of this is the appropriation of unspent funds from FY 13-14 for the repair and replacement of circuit boards. $2,000 is for licenses for additional users at the Public Safety Facility and for new and replacement cards issued to employees.

110-10-112.47243 "General Government-Stanislaus Alliance" - $9,000. Dues to the Alliance were increased commensurate with an increased level of service with the implementation of their Countywide Economic Development Plan and Marketing Strategy.

110-20-200 "Police Services-Salary, Benefits & Conversion Costs" – Decrease of $99,250. With the alignment of Information Technology to Police Services, the transfer out of 50% of a manager's salary, benefits and conversion costs from this department to Fund 501 "Information Technology" has been added, reducing the costs to this department.

110-20-200 & 110-20-210.42009 "Police Services-PERS" – Increase of $96,903.
110-30-300 "Fire Services-PERS" – Decrease of $57,300.
During projection of FY 14-15 salaries and benefits, PERS rates for Police Sworn and Fire Sworn were reversed. This corrects that error.

110-40-400 "Planning-Salary & Benefits" - $49,288 and "Planning-Part Time Salary & Benefits" - $9,150. Addition of one Assistant Planner in anticipation of the retirement of a Senior Planner in May.

110-50-500 "Public Facilities-Salary & Benefits" – Increase of $90,861.
110-60-600 "Park Maintenance-Salary & Benefits" – Decrease of $90,861.
Employee formerly in 110-60-600 "Park Maintenance" moved to 110-50-500 "Public Facilities" with the additional responsibility of overseeing all facility maintenance staff. This will result in the majority of his time being charged to Public Facilities, rather than Parks.

110-61-630 "Prevention/Youth-Salary & Benefits" – Cost to General Fund - $14,430; Cost to Non-General Funds - $9,294. This is the reinstatement of a full time Office Assistant II that was eliminated in FY 11-12 to meet budget reduction requirements. Due to the significant amount of turnover, the effort to use part time staff in lieu of the full time position is not meeting quality of service requirements. Total cost for the current fiscal year is $30,986, assuming the position will be filled by 1/1/15. Because of the significant growth in the PLAY program, 40% of this position will be charged to that budget for the support it will provide. The balance will be distributed as follows: 30% - Parks, Recreation & Public Facilities Administration, 10% - Fund 217 "Streets", 10% - Fund 246 "Landscape Assessment" and 10% - Fund 410 "WQC – Storm Basin Maintenance". The costs are offset by a reduction of $15,000 (plus benefits of $1,556) in 110-61-620.41002_005 "Parks, Recreation & Public Facilities Division-Part Time Clerical Help".

NON-GENERAL FUND AMENDMENTS

225-40-425.44001_136 "Transportation Tax-Supplies Signs" - $5,000. Adoption of Ordinance 1202-CS regarding speed limits at the 10/28/14 City Council meeting will require changing speed limit signs throughout the city

Budget Amendments for Funds 255 and 256: With technical assistance provided by the United States Department of Housing and Urban Development over the last year, the City of Turlock Housing programs have undergone some changes to the administration of CDBG and HOME funds. The budget amendments reflect both a shift in program implementation as well as maximizing additional administrative dollars to be derived from the grants to reduce the Housing Program Services subsidy from the General Fund.

255-41-485.35300_000 "CDBG-Loan Payback General" - $285,000. Additional revenue with the sale of two properties.

255-41-485.47205_002 "CDBG-Affordable Housing Development" - $280,529. Account used to offset changes in other accounts in this fund to net revenues and expenses to zero at 6/30/15.

256-41-486.35300_000 "Stanislaus Housing Consortia/HOME-Loan Payback General" - $220,000.
256-41-486.37030 "Stanislaus Housing Consortia/HOME-Sale of Property" - $225,000.
Additional revenue with the sale of two properties acquired with HOME funds.

256-41-486.47225_002 "Stanislaus Housing Consortia-Affordable Housing - Prior" - $218,234. Account used to offset changes in other accounts in this fund to net revenues and expenses to zero at 6/30/15.

257-41-487.48001_057 "State HOME Funds-Transfers Out to Fund 110 Admin-Housing" – Reduction in expenses of $10,000. The transfer out to the General Fund for City Admin support has been determined to be an ineligible expense.

266-20-255-361 "Police Grants – COPS" This budget reflects the estimated costs in FY 14-15 for the COPS Grant approved by Resolution 2014-163 on 10/14/14. The grant match in FY 14-15 will be from Fund 267 "AB3229 SLESF".

305-50-440.51270 "Capital Facilities Fees-Roadways-Construction Project" - $498,000. Re-appropriation of unspent funds from FY 13-14 for City Project 13-49 Dianne Drive Realignment to cover the costs of a consultant for the interchange project at Fulkerth and Highway 99.

305-50-444.47086 "Capital Facilities Fees-Contingency-Morgan Ranch Master Plan" - $65,000. These funds will be used to facilitate the development of an EIR, Traffic Study and Nexus Study for the Morgan Ranch Master Plan. $54,000 of this is the re-appropriation of unspent funds from FY 13-14.

405-40-405.35185001 "Building & Safety-Plan Checking Services Revenue" - $70,000 and 405-40-405.43260 "Plan Check Services" - $70,000. Increased volume of permits requires additional plan check services, offset by plan check revenue.

411-51-536.51270 "Storm Drainage Construction-Construction Project" - $575,000. Funding for City Project 14-53 Hawkeye Avenue Storm Line.

420-52-550 "Water Enterprise-Salary & Benefits" - $1,585. Cost of reclassification of one Account Clerk I to an Account Clerk II. The employee has taken on the responsibilities of the Account Clerk II position due to staff turnover.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Budget Amendment:
FY 13-14 Summary
General Fund – Increase in Expenses of $56,550.00
Non-General Fund – Increase in Expenses of $217,116.00

FY 14-15 Summary
General Fund – Decrease in Revenue of $10,000.00
Increase in Expenses of $400,589.00
Non-General Fund – Increase in Revenue of $933,806.00
Increase in Expenses of $2,351,836.00

All amendments are detailed in Exhibit "A".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Do not accept the recommended budget amendments and maintain the current adopted budget for Fiscal Year 2014/15.

B). Direct staff to provide an alternative amended budget with additional considerations to be provided.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE CITY OF TURLOCK FISCAL YEAR 2014/15 GENERAL AND NON-GENERAL FUND BUDGETS	**RESOLUTION NO. 2014-**

WHEREAS, the City Council adopted a budget for the General and Non-General Funds to cover the projected revenues and expenses for the fiscal year on June 10, 2014; and

WHEREAS, on October 14, 2014 the City Council adopted the Memorandums of Understanding between the City of Turlock and Turlock City Employees Association (TCEA), Turlock Management Association-Public Safety (TMAPS), Confidential Employees, Management Employees and Turlock Firefighters Local #2434; and

WHEREAS, Exhibit "A" details the amendments as a result of the adoption of the MOU's as well as additional budget amendments to cover unanticipated changes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby amend the City of Turlock Fiscal Year 2014-2015 General and Non-General Fund budgets.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 18th day of November, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

					FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014	Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
					General Fund Revenue					
110	10	000	38001	057	Tfrs In Fr 255/256/257 Housing Admin	10,000.00	.00	10,000.00	.00	(10,000.00)
					City Council					
110	10	100	41001		Full Time Salaries	69,438.00	.00	69,438.00	70,303.00	865.00
110	10	100	41051		Confidential Pay	1,972.00	.00	1,972.00	2,015.00	43.00
110	10	100	42004		Long Term Disability Insurance	431.00	.00	431.00	436.00	5.00
110	10	100	42005		Life Insurance	202.00	.00	202.00	205.00	3.00
110	10	100	42007		Workers Comp Insurance	197.00	.00	197.00	202.00	5.00
110	10	100	42008		City Liability Insurance	1,546.00	.00	1,546.00	1,565.00	19.00
110	10	100	42009		PERS	13,822.00	.00	13,822.00	14,084.00	262.00
110	10	100	42010		Medicare Tax	1,007.00	.00	1,007.00	1,020.00	13.00
110	10	100	42012		Retiree Health Insurance	1,183.00	.00	1,183.00	1,209.00	26.00
110	10	100	42013		Deferred Comp	2,117.00	.00	2,117.00	2,122.00	5.00
110	10	100	42014		Deferred Comp In Lieu	6,607.00	.00	6,607.00	6,607.00	0.00
110	10	100	42016		Employee Contrib To PERS	(4,090.00)	.00	(4,090.00)	(4,167.00)	(77.00)
110	10	100	43035	000	City Hall Contract Services	12,627.00	127.00	12,754.00	12,939.00	185.00
110	10	100	48001	083	Trf Out to Fd 501 - I.T. Services	12,846.00	.00	12,846.00	13,029.00	183.00
					City Manager					
110	10	102	41001		Full Time Salaries	464,142.00	(1,400.00)	462,742.00	477,722.00	14,980.00
110	10	102	41050		Bilingual Pay	.00	.00	.00	335.00	335.00
110	10	102	41051		Confidential Pay	730.00	.00	730.00	670.00	(60.00)
110	10	102	42004		Long Term Disability Insurance	2,881.00	.00	2,881.00	2,965.00	84.00
110	10	102	42005		Life Insurance	1,351.00	.00	1,351.00	1,390.00	39.00
110	10	102	42007		Workers Comp Insurance	4,970.00	.00	4,970.00	5,157.00	187.00
110	10	102	42008		City Liability Insurance	10,328.00	.00	10,328.00	10,630.00	302.00
110	10	102	42009		PERS	141,182.00	.00	141,182.00	145,314.00	4,132.00
110	10	102	42010		Medicare Tax	6,900.00	.00	6,900.00	7,096.00	196.00
110	10	102	42012		Retiree Health Insurance	13,924.00	.00	13,924.00	14,332.00	408.00
110	10	102	42013		Deferred Comp	13,389.00	.00	13,389.00	13,846.00	457.00
110	10	102	42016		Employee Contrib To PERS	(41,773.00)	.00	(41,773.00)	(42,995.00)	(1,222.00)
110	10	102	43035	000	City Hall Contract Services	11,955.00	120.00	12,075.00	12,251.00	176.00
110	10	102	48001	083	Trf Out to Fd 501 - I.T. Services	7,708.00	.00	7,708.00	7,818.00	110.00
					City Clerk					
110	10	104	41001		Full Time Salaries	17,502.00	.00	17,502.00	17,873.00	371.00
110	10	104	41051		Confidential Pay	845.00	.00	845.00	864.00	19.00
110	10	104	42004		Long Term Disability Insurance	126.00	.00	126.00	129.00	3.00
110	10	104	42007		Workers Comp Insurance	85.00	.00	85.00	86.00	1.00
110	10	104	42008		City Liability Insurance	389.00	.00	389.00	397.00	8.00
110	10	104	42009		PERS	5,997.00	.00	5,997.00	6,130.00	133.00
110	10	104	42010		Medicare Tax	314.00	.00	314.00	320.00	6.00
110	10	104	42012		Retiree Health Insurance	507.00	.00	507.00	518.00	11.00
110	10	104	42013		Deferred Comp	85.00	.00	85.00	86.00	1.00
110	10	104	42016		Employee Contrib To PERS	(1,774.00)	.00	(1,774.00)	(1,814.00)	(40.00)
110	10	104	48001	083	Trf Out to Fd 501 - I.T. Services	2,569.00	.00	2,569.00	2,606.00	37.00
					Finance					
110	10	106	41001		Full Time Salaries	526,656.00	(8,950.00)	517,706.00	532,862.00	15,156.00
110	10	106	41050		Bilingual Pay	1,646.00	.00	1,646.00	1,683.00	37.00
110	10	106	42004		Long Term Disability Insurance	3,286.00	.00	3,286.00	3,325.00	39.00
110	10	106	42005		Life Insurance	1,533.00	.00	1,533.00	1,551.00	18.00
110	10	106	42007		Workers Comp Insurance	2,603.00	.00	2,603.00	2,634.00	31.00
110	10	106	42008		City Liability Insurance	11,772.00	.00	11,772.00	11,910.00	138.00
110	10	106	42009		PERS	158,379.00	.00	158,379.00	160,226.00	1,847.00
110	10	106	42010		Medicare Tax	7,705.00	.00	7,705.00	7,796.00	91.00
110	10	106	42012		Retiree Health Insurance	15,620.00	.00	15,620.00	15,806.00	186.00
110	10	106	42013		Deferred Comp	10,591.00	.00	10,591.00	10,790.00	199.00

						FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014 Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
110	10	106	42016		Employee Contrib To PERS	(47,115.00)	.00	(47,115.00)	(47,677.00)	(562.00)
110	10	106	43035	000	City Hall Contract Services	18,991.00	191.00	19,182.00	19,460.00	278.00
110	10	106	48001	083	Trf Out to Fd 501 - I.T. Services	17,984.00	.00	17,984.00	18,240.00	256.00
					City Attorney					
110	10	108	41001		Full Time Salaries	268,596.00	.00	268,596.00	283,980.00	15,384.00
110	10	108	41051		Confidential Pay	4,163.00	.00	4,163.00	4,253.00	90.00
110	10	108	41057		PFP	13,430.00	.00	13,430.00	14,199.00	769.00
110	10	108	42004		Long Term Disability Insurance	1,693.00	.00	1,693.00	1,789.00	96.00
110	10	108	42005		Life Insurance	782.00	.00	782.00	826.00	44.00
110	10	108	42007		Workers Comp Insurance	1,343.00	.00	1,343.00	1,420.00	77.00
110	10	108	42008		City Liability Insurance	5,977.00	.00	5,977.00	6,319.00	342.00
110	10	108	42009		PERS	82,968.00	.00	82,968.00	87,675.00	4,707.00
110	10	108	42010		Medicare Tax	4,315.00	.00	4,315.00	4,550.00	235.00
110	10	108	42012		Retiree Health Insurance	8,058.00	.00	8,058.00	8,519.00	461.00
110	10	108	42013		Deferred Comp	6,903.00	.00	6,903.00	7,388.00	485.00
110	10	108	42016		Employee Contrib To PERS	(24,548.00)	.00	(24,548.00)	(25,941.00)	(1,393.00)
110	10	108	43035	000	City Hall Contract Services	5,225.00	52.00	5,277.00	5,353.00	76.00
110	10	108	48001	083	Trf Out to Fd 501 - I.T. Services	5,138.00	.00	5,138.00	5,211.00	73.00
					Human Resources					
110	10	110	41001		Full Time Salaries	381,282.00	.00	381,282.00	474,746.00	93,464.00
110	10	110	41050		Bilingual Pay	1,464.00	.00	1,464.00	2,613.00	1,149.00
110	10	110	41051		Confidential Pay	9,936.00	.00	9,936.00	10,648.00	712.00
110	10	110	42002		Medical Dental Plan	96,720.00	.00	96,720.00	116,870.00	20,150.00
110	10	110	42003		Vision Insurance	1,441.00	.00	1,441.00	1,740.00	299.00
110	10	110	41052		Educational Incentive	3,600.00	.00	3,600.00	6,008.00	2,408.00
110	10	110	41053		Sick Leave Conversion Pay	7,500.00	.00	7,500.00	8,500.00	1,000.00
110	10	110	41055		Vacation Conversion Pay	6,800.00	.00	6,800.00	7,800.00	1,000.00
110	10	110	41056		Management Leave Conversion	4,400.00	.00	4,400.00	5,600.00	1,200.00
110	10	110	42002		Medical Dental Plan	96,720.00	.00	96,720.00	116,870.00	20,150.00
110	10	110	42003		Vision Insurance	1,441.00	.00	1,441.00	1,740.00	299.00
110	10	110	42004		Long Term Disability Insurance	2,464.00	.00	2,464.00	3,066.00	602.00
110	10	110	42005		Life Insurance	1,109.00	.00	1,109.00	1,382.00	273.00
110	10	110	42007		Workers Comp Insurance	2,117.00	.00	2,117.00	2,584.00	467.00
110	10	110	42008		City Liability Insurance	9,543.00	.00	9,543.00	11,623.00	2,080.00
110	10	110	42009		PERS	120,763.00	.00	120,763.00	149,880.00	29,117.00
110	10	110	42010		Medicare Tax	5,747.00	.00	5,747.00	6,171.00	424.00
110	10	110	42012		Retiree Health Insurance	11,439.00	.00	11,439.00	14,242.00	2,803.00
110	10	110	42013		Deferred Comp	5,557.00	.00	5,557.00	7,433.00	1,876.00
110	10	110	42016		Employee Contrib To PERS	(35,731.00)	.00	(35,731.00)	(44,462.00)	(8,731.00)
110	10	110	43035	000	City Hall Contract Services	6,096.00	61.00	6,157.00	6,246.00	89.00
110	10	110	44001	000	Supplies - General	4,500.00	.00	4,500.00	7,500.00	3,000.00
110	10	110	48001	083	Trf Out to Fd 501 - I.T. Services	15,415.00	.00	15,415.00	15,634.00	219.00
					General Government					
110	10	112	41001		Full Time Salaries	76,650.00	.00	76,650.00	78,401.00	1,751.00
110	10	112	42004		Long Term Disability Insurance	476.00	.00	476.00	486.00	10.00
110	10	112	42005		Life Insurance	223.00	.00	223.00	228.00	5.00
110	10	112	42007		Workers Comp Insurance	4,485.00	.00	4,485.00	4,586.00	101.00
110	10	112	42008		City Liability Insurance	2,958.00	.00	2,958.00	3,027.00	69.00
110	10	112	42009		PERS	23,315.00	.00	23,315.00	23,848.00	533.00
110	10	112	42010		Medicare Tax	1,112.00	.00	1,112.00	1,137.00	25.00
110	10	112	42012		Retiree Health Insurance	1,532.00	.00	1,532.00	1,568.00	36.00
110	10	112	42013		Deferred Comp	383.00	.00	383.00	392.00	9.00
110	10	112	42016		Employee Contrib To PERS	(6,898.00)	.00	(6,898.00)	(7,056.00)	(158.00)
110	10	112	43035	001	City Hall Contract Services	(161,553.00)	(1,564.00)	(163,117.00)	(165,496.00)	(2,379.00)
110	10	112	44001	001	Supplies Access Control System	2,500.00	.00	2,500.00	19,500.00	17,000.00
110	10	112	47243		Stanislaus Alliance	21,000.00	.00	21,000.00	30,000.00	9,000.00

					FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014	Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
110	10	112	48001	013	Trf Out to Fd 205 GF Contrib to Pedretti	114,630.00	.00	114,630.00	117,425.00	2,795.00
110	10	112	48001	014	Trf Out to Fd 205 GF Contrib to Reg.Sports	241,013.00	.00	241,013.00	245,156.00	4,143.00
					Police - Support Services					
110	20	200	41001		Full Time Salaries	2,597,657.00	.00	2,597,657.00	2,557,255.00	(40,402.00)
110	20	200	41050		Bilingual Pay	20,408.00	.00	20,408.00	26,124.00	5,716.00
110	20	200	41051		Confidential Pay	3,686.00	.00	3,686.00	3,766.00	80.00
110	20	200	41052		Educational Incentive	39,641.00	.00	39,641.00	49,094.00	9,453.00
110	20	200	42002		Medical Dental Plan	706,800.00	.00	706,800.00	697,500.00	(9,300.00)
110	20	200	42003		Vision Insurance	10,665.00	.00	10,665.00	10,527.00	(138.00)
110	20	200	42004		Long Term Disability Insurance	17,178.00	.00	17,178.00	17,023.00	(155.00)
110	20	200	42005		Life Insurance	7,559.00	.00	7,559.00	7,442.00	(117.00)
110	20	200	42007		Workers Comp Insurance	70,112.00	.00	70,112.00	68,757.00	(1,355.00)
110	20	200	42008		City Liability Insurance	98,747.00	.00	98,747.00	96,411.00	(2,336.00)
110	20	200	42009		PERS	1,000,949.00	.00	1,000,949.00	1,001,500.00	551.00
110	20	200	42010		Medicare Tax	44,393.00	.00	44,393.00	44,029.00	(364.00)
110	20	200	42012		Retiree Health Insurance	107,446.00	.00	107,446.00	106,283.00	(1,163.00)
110	20	200	42013		Deferred Comp	9,012.00	.00	9,012.00	7,749.00	(1,263.00)
110	20	200	42016		Employee Contrib To PERS	(265,446.00)	.00	(265,446.00)	(263,182.00)	2,264.00
110	20	200	48001	083	Trf Out to Fd 501 - I.T. Services	274,906.00	.00	274,906.00	278,815.00	3,909.00
					Police - Patrol					
110	20	210	41001		Full Time Salaries	4,473,335.00	.00	4,473,335.00	4,511,292.00	37,957.00
110	20	210	41052		Educational Incentive	107,672.00	.00	107,672.00	125,699.00	18,027.00
110	20	210	42004		Long Term Disability Insurance	30,019.00	.00	30,019.00	30,366.00	347.00
110	20	210	42005		Life Insurance	13,017.00	.00	13,017.00	13,128.00	111.00
110	20	210	42007		Workers Comp Insurance	227,071.00	.00	227,071.00	241,530.00	14,459.00
110	20	210	42008		City Liability Insurance	233,678.00	.00	233,678.00	235,361.00	1,683.00
110	20	210	42009		PERS	2,043,711.00	.00	2,043,711.00	2,025,312.00	(18,399.00)
110	20	210	42010		Medicare Tax	78,072.00	.00	78,072.00	78,884.00	812.00
110	20	210	42012		Retiree Health Insurance	198,051.00	.00	198,051.00	195,073.00	(2,978.00)
110	20	210	42013		Deferred Comp	17,114.00	.00	17,114.00	17,441.00	327.00
110	20	210	42016		Employee Contrib To PERS	(471,250.00)	.00	(471,250.00)	(476,289.00)	(5,039.00)
					Animal Services					
110	20	215	41001		Full Time Salaries	158,840.00	.00	158,840.00	157,420.00	(1,420.00)
110	20	215	42004		Long Term Disability Insurance	1,035.00	.00	1,035.00	1,027.00	(8.00)
110	20	215	42005		Life Insurance	462.00	.00	462.00	458.00	(4.00)
110	20	215	42007		Workers Comp Insurance	12,333.00	.00	12,333.00	12,250.00	(83.00)
110	20	215	42008		City Liability Insurance	4,925.00	.00	4,925.00	4,893.00	(32.00)
110	20	215	42009		PERS	52,472.00	.00	52,472.00	52,065.00	(407.00)
110	20	215	42010		Medicare Tax	3,286.00	.00	3,286.00	3,265.00	(21.00)
110	20	215	42011		Social Security	2,852.00	.00	2,852.00	2,852.00	0.00
110	20	215	42012		Retiree Health Insurance	7,434.00	.00	7,434.00	7,367.00	(67.00)
110	20	215	42016		Employee Contrib To PERS	(15,539.00)	.00	(15,539.00)	(15,411.00)	128.00
110	20	215	48001	083	Trf Out to Fd 501 - I.T. Services	7,708.00	.00	7,708.00	7,818.00	110.00
					Neighborhood Services					
110	30	220	41001		Full Time Salaries	162,098.00	.00	162,098.00	172,883.00	10,785.00
110	30	220	42004		Long Term Disability Insurance	1,049.00	.00	1,049.00	1,116.00	67.00
110	30	220	42005		Life Insurance	472.00	.00	472.00	503.00	31.00
110	30	220	42007		Workers Comp Insurance	8,604.00	.00	8,604.00	8,524.00	(80.00)
110	30	220	42008		City Liability Insurance	4,219.00	.00	4,219.00	4,472.00	253.00
110	30	220	42009		PERS	51,407.00	.00	51,407.00	54,687.00	3,280.00
110	30	220	42010		Medicare Tax	2,472.00	.00	2,472.00	2,628.00	156.00
110	30	220	42012		Retiree Health Insurance	6,171.00	.00	6,171.00	6,299.00	128.00
110	30	220	42013		Deferred Comp	264.00	.00	264.00	334.00	70.00
110	30	220	42016		Employee Contrib To PERS	(15,210.00)	.00	(15,210.00)	(16,181.00)	(971.00)

					FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014	Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
110	30	220	48001	083	Trf Out to Fd 501 - I.T. Services	10,277.00	.00	10,277.00	10,423.00	146.00
					Fire Services					
110	30	300	41001		Full Time Salaries	3,263,565.00	.00	3,263,565.00	3,268,676.00	5,111.00
110	30	300	41020		In Lieu Holiday 56 Hours	.00	.00	.00	11,255.00	11,255.00
110	30	300	41050		Bilingual Pay	3,600.00	.00	3,600.00	6,647.00	3,047.00
110	30	300	41052		Educational Incentive	40,800.00	.00	40,800.00	43,847.00	3,047.00
110	30	300	41058		Stipend	.00	.00	.00	85,091.00	85,091.00
110	30	300	42004		Long Term Disability Insurance	21,210.00	.00	21,210.00	21,280.00	70.00
110	30	300	42005		Life Insurance	9,497.00	.00	9,497.00	9,512.00	15.00
110	30	300	42007		Workers Comp Insurance	169,150.00	.00	169,150.00	171,821.00	2,671.00
110	30	300	42008		City Liability Insurance	117,216.00	.00	117,216.00	117,362.00	146.00
110	30	300	42009		PERS	1,551,281.00	.00	1,551,281.00	1,449,922.00	(101,359.00)
110	30	300	42010		Medicare Tax	56,428.00	.00	56,428.00	57,794.00	1,366.00
110	30	300	42012		Retiree Health Insurance	189,794.00	.00	189,794.00	189,002.00	(792.00)
110	30	300	42013		Deferred Comp	10,814.00	.00	10,814.00	11,776.00	962.00
110	30	300	42016		Employee Contrib To PERS	(314,799.00)	.00	(314,799.00)	(315,808.00)	(1,009.00)
110	30	300	48001	083	Trf Out to Fd 501 - I.T. Services	118,184.00	.00	118,184.00	119,865.00	1,681.00
					Planning					
110	40	400	41001		Full Time Salaries	435,144.00	.00	435,144.00	474,099.00	38,955.00
110	40	400	41002		Part Time Help - General	.00	.00	.00	8,500.00	8,500.00
110	40	400	42002		Medical Dental Plan	88,350.00	.00	88,350.00	99,200.00	10,850.00
110	40	400	42003		Vision Insurance	1,316.00	.00	1,316.00	1,477.00	161.00
110	40	400	42004		Long Term Disability Insurance	2,641.00	.00	2,641.00	2,883.00	242.00
110	40	400	42005		Life Insurance	1,238.00	.00	1,238.00	1,352.00	114.00
110	40	400	42007		Workers Comp Insurance	2,589.00	.00	2,589.00	2,794.00	205.00
110	40	400	42008		City Liability Insurance	9,547.00	.00	9,547.00	10,414.00	867.00
110	40	400	42009		PERS	129,422.00	.00	129,422.00	141,291.00	11,869.00
110	40	400	42010		Medicare Tax	6,412.00	.00	6,412.00	7,099.00	687.00
110	40	400	42011		Social Security	595.00	.00	595.00	1,122.00	527.00
110	40	400	42012		Retiree Health Insurance	12,767.00	.00	12,767.00	13,935.00	1,168.00
110	40	400	42013		Deferred Comp	5,539.00	.00	5,539.00	5,805.00	266.00
110	40	400	42016		Employee Contrib To PERS	(38,300.00)	.00	(38,300.00)	(41,805.00)	(3,505.00)
110	40	400	43035	000	City Hall Contract Services	7,754.00	78.00	7,832.00	7,946.00	114.00
110	40	400	48001	083	Trf Out to Fd 501 - I.T. Services	12,846.00	.00	12,846.00	13,029.00	183.00
					Public Facilities					
110	50	500	41001		Full Time Salaries	42,714.00	.00	42,714.00	96,427.00	53,713.00
110	50	500	42002		Medical Dental Plan	11,160.00	.00	11,160.00	29,760.00	18,600.00
110	50	500	42003		Vision Insurance	305.00	.00	305.00	582.00	277.00
110	50	500	42004		Long Term Disability Insurance	267.00	.00	267.00	600.00	333.00
110	50	500	42005		Life Insurance	124.00	.00	124.00	281.00	157.00
110	50	500	42007		Workers Comp Insurance	5,838.00	.00	5,838.00	8,981.00	3,143.00
110	50	500	42008		City Liability Insurance	2,940.00	.00	2,940.00	5,011.00	2,071.00
110	50	500	42009		PERS	12,993.00	.00	12,993.00	29,331.00	16,338.00
110	50	500	42010		Medicare Tax	1,490.00	.00	1,490.00	2,268.00	778.00
110	50	500	42012		Retiree Health Insurance	855.00	.00	855.00	1,928.00	1,073.00
110	50	500	42013		Deferred Comp	214.00	.00	214.00	746.00	532.00
110	50	500	42016		Employee Contrib To PERS	(3,845.00)	.00	(3,845.00)	(8,678.00)	(4,833.00)
110	50	500	48001	083	Trf Out to Fd 501 - I.T. Services	10,277.00	.00	10,277.00	10,423.00	146.00
					Park Maintenance					
110	60	600	41001		Full Time Salaries	282,165.00	.00	282,165.00	235,814.00	(46,351.00)
110	60	600	41052		Educational Incentive		.00	.00	3,231.00	3,231.00
110	60	600	42002		Medical Dental Plan	99,975.00	.00	99,975.00	81,375.00	(18,600.00)
110	60	600	42003		Vision Insurance	1,487.00	.00	1,487.00	1,210.00	(277.00)
110	60	600	42004		Long Term Disability Insurance	1,773.00	.00	1,773.00	1,506.00	(267.00)
110	60	600	42005		Life Insurance	821.00	.00	821.00	686.00	(135.00)

					FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014				
					Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
110	60	600	42007		Workers Comp Insurance	19,356.00	.00	19,356.00	16,643.00	(2,713.00)
110	60	600	42008		City Liability Insurance	12,788.00	.00	12,788.00	10,997.00	(1,791.00)
110	60	600	42009		PERS	87,229.00	.00	87,229.00	74,115.00	(13,114.00)
110	60	600	42010		Medicare Tax	4,898.00	.00	4,898.00	4,273.00	(625.00)
110	60	600	42012		Retiree Health Insurance	6,117.00	.00	6,117.00	5,199.00	(918.00)
110	60	600	42013		Deferred Comp	3,582.00	.00	3,582.00	3,137.00	(445.00)
110	60	600	42016		Employee Contrib To PERS	(25,395.00)	.00	(25,395.00)	(21,513.00)	3,882.00
110	60	600	48001	083	Trf Out to Fd 501 - I.T. Services	15,415.00	.00	15,415.00	15,634.00	219.00
					Parks, Recreation & PFM Admin					
110	61	620	41001		Full Time Salaries	103,617.00	.00	103,617.00	109,100.00	5,483.00
110	61	620	41002	005	Part Time Help - Clerical	32,000.00	.00	32,000.00	17,000.00	(15,000.00)
110	61	620	41050		Bilingual Pay	616.00	.00	616.00	629.00	13.00
110	61	620	42002		Medical Dental Plan	23,157.00	.00	23,157.00	25,947.00	2,790.00
110	61	620	42003		Vision Insurance	439.00	.00	439.00	481.00	42.00
110	61	620	42004		Long Term Disability Insurance	648.00	.00	648.00	695.00	47.00
110	61	620	42005		Life Insurance	301.00	.00	301.00	324.00	23.00
110	61	620	42007		Workers Comp Insurance	2,428.00	.00	2,428.00	2,489.00	61.00
110	61	620	42008		City Liability Insurance	3,423.00	.00	3,423.00	3,258.00	(165.00)
110	61	620	42009		PERS	31,516.00	.00	31,516.00	33,667.00	2,151.00
110	61	620	42010		Medicare Tax	1,670.00	.00	1,670.00	1,552.00	(118.00)
110	61	620	42011		Social Security	1,984.00	.00	1,984.00	1,054.00	(930.00)
110	61	620	42012		Retiree Health Insurance	2,071.00	.00	2,071.00	2,216.00	145.00
110	61	620	42013		Deferred Comp	1,314.00	.00	1,314.00	1,370.00	56.00
110	61	620	42016		Employee Contrib To PERS	(9,322.00)	.00	(9,322.00)	(9,988.00)	(666.00)
110	61	620	43035	000	City Hall Contract Services	5,901.00	.00	5,901.00	6,000.00	99.00
110	61	620	48001	083	Trf Out to Fd 501 - I.T. Services	10,277.00	.00	10,277.00	10,423.00	146.00
					Recreation - Sports					
110	61	624	41001		Full Time Salaries	68,172.00	.00	68,172.00	69,696.00	1,524.00
110	61	624	42004		Long Term Disability Insurance	423.00	.00	423.00	433.00	10.00
110	61	624	42005		Life Insurance	198.00	.00	198.00	203.00	5.00
110	61	624	42007		Workers Comp Insurance	1,210.00	.00	1,210.00	1,237.00	27.00
110	61	624	42008		City Liability Insurance	1,517.00	.00	1,517.00	1,551.00	34.00
110	61	624	42009		PERS	20,737.00	.00	20,737.00	21,200.00	463.00
110	61	624	42010		Medicare Tax	1,017.00	.00	1,017.00	1,040.00	23.00
110	61	624	42012		Retiree Health Insurance	1,363.00	.00	1,363.00	1,394.00	31.00
110	61	624	42013		Deferred Comp	682.00	.00	682.00	696.00	14.00
110	61	624	42016		Employee Contrib To PERS	(6,135.00)	.00	(6,135.00)	(6,273.00)	(138.00)
					Recreation - Prevention					
110	61	630	41001		Full Time Salaries	68,172.00	.00	68,172.00	76,403.00	8,231.00
110	61	630	42002		Medical Dental Plan	9,300.00	.00	9,300.00	13,020.00	3,720.00
110	61	630	42003		Vision Insurance	139.00	.00	139.00	193.00	54.00
110	61	630	42004		Long Term Disability Insurance	423.00	.00	423.00	476.00	53.00
110	61	630	42005		Life Insurance	198.00	.00	198.00	222.00	24.00
110	61	630	42007		Workers Comp Insurance	1,210.00	.00	1,210.00	1,356.00	146.00
110	61	630	42008		City Liability Insurance	1,517.00	.00	1,517.00	1,701.00	184.00
110	61	630	42009		PERS	20,737.00	.00	20,737.00	23,121.00	2,384.00
110	61	630	42010		Medicare Tax	999.00	.00	999.00	1,119.00	120.00
110	61	630	42012		Retiree Health Insurance	1,363.00	.00	1,363.00	1,526.00	163.00
110	61	630	42013		Deferred Comp	341.00	.00	341.00	383.00	42.00
110	61	630	42016		Employee Contrib To PERS	(6,135.00)	.00	(6,135.00)	(6,875.00)	(740.00)
					FUND 110 GENERAL FUND DECREASE IN REVENUE					(10,000.00)
					FUND 110 GENERAL FUND INCREASE IN EXPENSES					400,589.00
					AB939 Integrated Waste					
204	50	505	41001		Full Time Salaries	40,541.00	.00	40,541.00	42,303.00	1,762.00

					FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014	Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
204	50	505	42004		Long Term Disability Insurance	252.00	.00	252.00	262.00	10.00
204	50	505	42005		Life Insurance	118.00	.00	118.00	123.00	5.00
204	50	505	42007		Workers Comp Insurance	437.00	.00	437.00	445.00	8.00
204	50	505	42008		City Liability Insurance	991.00	.00	991.00	1,030.00	39.00
204	50	505	42009		PERS	11,918.00	.00	11,918.00	12,430.00	512.00
204	50	505	42010		Medicare Tax	646.00	.00	646.00	672.00	26.00
204	50	505	42012		Retiree Health Insurance	1,048.00	.00	1,048.00	1,096.00	48.00
204	50	505	42013		Deferred Comp	203.00	.00	203.00	211.00	8.00
204	50	505	42016		Employee Contrib To PERS	(3,648.00)	.00	(3,648.00)	(3,807.00)	(159.00)
					FUND 240 INCREASE IN EXPENSES					2,259.00
					Sports Complex					
205	60	602	38001	014	Trf In From 110 GF Contribution	241,013.00	.00	241,013.00	245,156.00	4,143.00
205	60	602	41001		Full Time Salaries	119,309.00	.00	119,309.00	122,393.00	3,084.00
205	60	602	41050		Bilingual Pay	96.00	.00	96.00	98.00	2.00
205	60	602	42004		Long Term Disability Insurance	747.00	.00	747.00	763.00	16.00
205	60	602	42005		Life Insurance	347.00	.00	347.00	354.00	7.00
205	60	602	42007		Workers Comp Insurance	8,269.00	.00	8,269.00	8,419.00	150.00
205	60	602	42008		City Liability Insurance	5,594.00	.00	5,594.00	5,695.00	101.00
205	60	602	42009		PERS	36,292.00	.00	36,292.00	37,115.00	823.00
205	60	602	42010		Medicare Tax	2,171.00	.00	2,171.00	2,210.00	39.00
205	60	602	42012		Retiree Health Insurance	2,545.00	.00	2,545.00	2,603.00	58.00
205	60	602	42013		Deferred Comp	1,573.00	.00	1,573.00	1,607.00	34.00
205	60	602	42016		Employee Contrib To PERS	(10,738.00)	.00	(10,738.00)	(10,982.00)	(244.00)
205	60	602	48001	083	Trf Out to Fd 501 - I.T. Services	5,138.00	.00	5,138.00	5,211.00	73.00
					Pedretti Sports Complex					
205	60	604	38001	013	Trf In From 110 GF Contribution	114,630.00	.00	114,630.00	117,425.00	2,795.00
205	60	604	41001		Full Time Salaries	77,654.00	.00	77,654.00	79,775.00	2,121.00
205	60	604	41050		Bilingual Pay	96.00	.00	96.00	98.00	2.00
205	60	604	42004		Long Term Disability Insurance	495.00	.00	495.00	504.00	9.00
205	60	604	42005		Life Insurance	226.00	.00	226.00	230.00	4.00
205	60	604	42007		Workers Comp Insurance	6,716.00	.00	6,716.00	6,809.00	93.00
205	60	604	42008		City Liability Insurance	4,569.00	.00	4,569.00	4,633.00	64.00
205	60	604	42009		PERS	27,121.00	.00	27,121.00	27,652.00	531.00
205	60	604	42010		Medicare Tax	1,808.00	.00	1,808.00	1,832.00	24.00
205	60	604	42011		Social Security	2,783.00	.00	2,783.00	2,783.00	0.00
205	60	604	42012		Retiree Health Insurance	1,712.00	.00	1,712.00	1,751.00	39.00
205	60	604	42013		Deferred Comp	1,341.00	.00	1,341.00	1,369.00	28.00
205	60	604	42016		Employee Contrib To PERS	(8,244.00)	.00	(8,244.00)	(8,401.00)	(157.00)
205	60	604	48001	083	Trf Out to Fd 501 - I.T. Services	2,569.00	.00	2,569.00	2,606.00	37.00
					FUND 240 INCREASE IN REVENUE					6,938.00
					FUND 240 INCREASE IN EXPENSES					6,938.00
					Streets					
217	50	510	41001		Full Time Salaries	444,584.00	.00	444,584.00	456,708.00	12,124.00
217	50	510	42002		Medical Dental Plan	165,540.00	.00	165,540.00	166,470.00	930.00
217	50	510	42003		Vision Insurance	2,480.00	.00	2,480.00	2,494.00	14.00
217	50	510	41050		Bilingual Pay	385.00	.00	385.00	394.00	9.00
217	50	510	42004		Long Term Disability Insurance	2,832.00	.00	2,832.00	2,907.00	75.00
217	50	510	42005		Life Insurance	1,294.00	.00	1,294.00	1,329.00	35.00
217	50	510	42007		Workers Comp Insurance	25,575.00	.00	25,575.00	26,153.00	578.00
217	50	510	42008		City Liability Insurance	17,529.00	.00	17,529.00	17,944.00	415.00
217	50	510	42009		PERS	135,819.00	.00	135,819.00	139,376.00	3,557.00
217	50	510	42010		Medicare Tax	6,902.00	.00	6,902.00	7,067.00	165.00
217	50	510	42012		Retiree Health Insurance	9,049.00	.00	9,049.00	9,290.00	241.00

						FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014	Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
217	50	510	42013		Deferred Comp		4,214.00	.00	4,214.00	4,315.00	101.00
217	50	510	42016		Employee Contrib To PERS		(40,188.00)	.00	(40,188.00)	(41,247.00)	(1,059.00)
205	60	604	48001	083	Trf Out to Fd 501 - I.T. Services		25,692.00	.00	25,692.00	26,057.00	365.00
					FUND 217 INCREASE IN EXPENSES						17,550.00
					Transportation Tax						
225	40	425	44001	136	Supplies Signs		10,000.00	.00	10,000.00	15,000.00	5,000.00
					FUND 225 INCREASE IN EXPENSES						5,000.00
					Small Equip. Replace. - Building						
240	00	000	227	41001	Full Time Salaries		51,060.00	.00	51,060.00	52,212.00	1,152.00
240	00	000	227	42004	Long Term Disability Insurance		317.00	.00	317.00	324.00	7.00
240	00	000	227	42005	Life Insurance		149.00	.00	149.00	152.00	3.00
240	00	000	227	42007	Workers Comp Insurance		255.00	.00	255.00	261.00	6.00
240	00	000	227	42008	City Liability Insurance		1,136.00	.00	1,136.00	1,162.00	26.00
240	00	000	227	42009	PERS		15,531.00	.00	15,531.00	15,882.00	351.00
240	00	000	227	42010	Medicare Tax		740.00	.00	740.00	757.00	17.00
240	00	000	227	42012	Retiree Health Insurance		1,021.00	.00	1,021.00	1,044.00	23.00
240	00	000	227	42013	Deferred Comp		255.00	.00	255.00	261.00	6.00
240	00	000	227	42016	Employee Contrib To PERS		(4,595.00)	.00	(4,595.00)	(4,699.00)	(104.00)
					FUND 240-00-000-227 INCREASE IN EXPENSES						1,487.00
					Small Equip. Replace. - Engineering						
240	00	000	228	41001	Full Time Salaries		21,700.00	.00	21,700.00	22,196.00	496.00
240	00	000	228	42004	Long Term Disability Insurance		135.00	.00	135.00	138.00	3.00
240	00	000	228	42005	Life Insurance		63.00	.00	63.00	65.00	2.00
240	00	000	228	42007	Workers Comp Insurance		109.00	.00	109.00	111.00	2.00
240	00	000	228	42008	City Liability Insurance		483.00	.00	483.00	494.00	11.00
240	00	000	228	42009	PERS		6,601.00	.00	6,601.00	6,752.00	151.00
240	00	000	228	42010	Medicare Tax		315.00	.00	315.00	322.00	7.00
240	00	000	228	42012	Retiree Health Insurance		434.00	.00	434.00	444.00	10.00
240	00	000	228	42013	Deferred Comp		109.00	.00	109.00	111.00	2.00
240	00	000	228	42016	Employee Contrib To PERS		(1,953.00)	.00	(1,953.00)	(1,998.00)	(45.00)
					FUND 240-00-000-228 INCREASE IN EXPENSES						639.00
					Landscape Assessment						
246	60	600	41001		Full Time Salaries		390,296.00	.00	390,296.00	401,213.00	10,917.00
246	60	600	41050		Bilingual Pay		385.00	.00	385.00	393.00	8.00
246	60	600	42002		Medical Dental Plan		147,870.00	.00	147,870.00	148,800.00	930.00
246	60	600	42003		Vision Insurance		2,217.00	.00	2,217.00	2,231.00	14.00
246	60	600	42004		Long Term Disability Insurance		2,461.00	.00	2,461.00	2,525.00	64.00
246	60	600	42005		Life Insurance		1,136.00	.00	1,136.00	1,167.00	31.00
246	60	600	42007		Workers Comp Insurance		34,787.00	.00	34,787.00	35,291.00	504.00
246	60	600	42008		City Liability Insurance		23,646.00	.00	23,646.00	24,011.00	365.00
246	60	600	42009		PERS		168,099.00	.00	168,099.00	171,262.00	3,163.00
246	60	600	42010		Medicare Tax		9,076.00	.00	9,076.00	9,224.00	148.00
246	60	600	42012		Retiree Health Insurance		8,041.00	.00	8,041.00	8,258.00	217.00
246	60	600	42013		Deferred Comp		3,024.00	.00	3,024.00	3,098.00	74.00
246	60	600	42016		Employee Contrib To PERS		(53,062.00)	.00	(53,062.00)	(54,011.00)	(949.00)
246	60	600	48001	083	Trf Out to Fd 501 - I.T. Services		17,984.00	.00	17,984.00	18,240.00	256.00
					FUND 246 INCREASE IN EXPENSES						15,742.00
					Housing Program Services - CDBG						
255	41	485	35300	000	Loan Payback General		30,000.00	.00	30,000.00	315,000.00	285,000.00
255	41	485	41001		Full Time Salaries		150,330.00	.00	150,330.00	153,680.00	3,350.00
255	41	485	42004		Long Term Disability Insurance		933.00	.00	933.00	954.00	21.00
255	41	485	42005		Life Insurance		437.00	.00	437.00	447.00	10.00
255	41	485	42007		Workers Comp Insurance		1,665.00	.00	1,665.00	1,701.00	36.00

						FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014				
						Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
255	41	485	42008		City Liability Insurance	3,706.00	.00	3,706.00	3,780.00	74.00
255	41	485	42009		PERS	45,727.00	.00	45,727.00	46,746.00	1,019.00
255	41	485	42010		Medicare Tax	2,439.00	.00	2,439.00	2,488.00	49.00
255	41	485	42011		Social Security	868.00	.00	868.00	868.00	0.00
255	41	485	42012		Retiree Health Insurance	3,848.00	.00	3,848.00	3,934.00	86.00
255	41	485	42013		Deferred Comp	2,435.00	.00	2,435.00	2,489.00	54.00
255	41	485	42016		Employee Contrib To PERS	(13,530.00)	.00	(13,530.00)	(13,831.00)	(301.00)
255	41	485	47205	002	Affordable Housing Development	389,037.00	.00	389,037.00	669,566.00	280,529.00
255	41	485	48001	083	Trf Out to Fd 501 - I.T. Services	5,138.00	.00	5,138.00	5,211.00	73.00
					FUND 255 INCREASE IN REVENUE					285,000.00
					FUND 255 INCREASE IN EXPENSES					285,000.00
					Housing Program Services - Stanislaus Housing Consortia					
256	41	486	35300	000	Loan Payback General	5,000.00	.00	5,000.00	225,000.00	220,000.00
256	41	486	37030		Sale of Property	.00	.00	.00	225,000.00	225,000.00
256	41	486	41001		Full Time Salaries	66,168.00	.00	66,168.00	67,644.00	1,476.00
256	41	486	42004		Long Term Disability Insurance	411.00	.00	411.00	420.00	9.00
256	41	486	42005		Life Insurance	193.00	.00	193.00	197.00	4.00
256	41	486	42007		Workers Comp Insurance	476.00	.00	476.00	338.00	(138.00)
256	41	486	42008		City Liability Insurance	1,472.00	.00	1,472.00	1,505.00	33.00
256	41	486	42009		PERS	20,127.00	.00	20,127.00	20,576.00	449.00
256	41	486	42010		Medicare Tax	959.00	.00	959.00	981.00	22.00
256	41	486	42012		Retiree Health Insurance	1,323.00	.00	1,323.00	1,353.00	30.00
256	41	486	42013		Deferred Comp	662.00	.00	662.00	676.00	14.00
256	41	486	42016		Employee Contrib To PERS	(5,955.00)	.00	(5,955.00)	(6,088.00)	(133.00)
256	41	486	47225	002	Affordable Housing - Prior	553,029.00	.00	553,029.00	771,263.00	218,234.00
256	41	486	48001	083	Trf Out to Fd 501 - I.T. Services	2,569.00	.00	2,569.00	2,606.00	37.00
					FUND 256 INCREASE IN REVENUE					445,000.00
					FUND 256 INCREASE IN EXPENSES					445,000.00
					Housing Program Services - State HOME Funds					
257	41	487	48001	057	Trf Out to Fd 110 City Admin-Housing	10,000.00	.00	10,000.00	.00	(10,000.00)
					FUND 257 DECREASE IN EXPENSES					(10,000.00)
					Police Services Grants - COPS					
266	20	255	361	35720	Revenue	.00	.00	.00	52,084.00	52,084.00
266	20	255	361	38001 220	Transfers in COPS Grant Match	.00	.00	.00	62,873.00	62,873.00
266	20	255	361	41001	Full Time Salaries	.00	.00	.00	58,740.00	58,740.00
266	20	255	361	42001	Uniform Allowance	.00	.00	.00	2,780.00	2,780.00
266	20	255	361	42002	Medical Dental Plan	.00	.00	.00	23,250.00	23,250.00
266	20	255	361	42003	Vision Insurance	.00	.00	.00	346.00	346.00
266	20	255	361	42004	Long Term Disability Insurance	.00	.00	.00	365.00	365.00
266	20	255	361	42005	Life Insurance	.00	.00	.00	170.00	170.00
266	20	255	361	42007	Workers Comp Insurance	.00	.00	.00	2,740.00	2,740.00
266	20	255	361	42008	City Liability Insurance	.00	.00	.00	2,936.00	2,936.00
266	20	255	361	42009	PERS	.00	.00	.00	25,315.00	25,315.00
266	20	255	361	42010	Medicare Tax	.00	.00	.00	851.00	851.00
266	20	255	361	42012	Retiree Health Insurance	.00	.00	.00	2,750.00	2,750.00
266	20	255	361	42016	Employee Contrib To PERS	.00	.00	.00	(5,286.00)	(5,286.00)
					FUND 266 INCREASE IN REVENUE					114,957.00
					FUND 266 INCREASE IN EXPENSES					114,957.00
					AB3229 SLESF					
267	20	270	320	48001 220	Trfs Out to Fd 266 COPS Grant Match	.00	.00	.00	62,873.00	62,873.00
					FUND 267 INCREASE IN EXPENSES					62,873.00

						FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014 Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
					Capital Facilities Fees					
305	40	440	51270		Construction Project-Fulkerth/99	1,150,000.00	.00	1,150,000.00	1,648,000.00	498,000.00
305	40	444	47086		Morgan Ranch Master Plan	30,000.00	.00	30,000.00	95,000.00	65,000.00
					FUND 305 INCREASE IN EXPENSES					563,000.00
					Building & Safety					
405	40	405	35185	001	Plan Checking Services	400,000.00	.00	400,000.00	470,000.00	70,000.00
405	40	405	41001		Full Time Salaries	515,272.00	.00	515,272.00	526,805.00	11,533.00
405	40	405	42004		Long Term Disability Insurance	3,202.00	.00	3,202.00	3,273.00	71.00
405	40	405	42005		Life Insurance	1,499.00	.00	1,499.00	1,533.00	34.00
405	40	405	42007		Workers Comp Insurance	9,457.00	.00	9,457.00	9,649.00	192.00
405	40	405	42008		City Liability Insurance	12,605.00	.00	12,605.00	12,862.00	257.00
405	40	405	42009		PERS	155,813.00	.00	155,813.00	159,295.00	3,482.00
405	40	405	42010		Medicare Tax	8,311.00	.00	8,311.00	8,477.00	166.00
405	40	405	42012		Retiree Health Insurance	11,447.00	.00	11,447.00	11,705.00	258.00
405	40	405	42013		Deferred Comp	5,687.00	.00	5,687.00	5,815.00	128.00
405	40	405	42016		Employee Contrib To PERS	(46,429.00)	.00	(46,429.00)	(47,467.00)	(1,038.00)
405	40	405	43035	000	City Hall Contract Services	18,120.00	182.00	18,302.00	18,567.00	265.00
405	40	405	43260		Plan Check Services	130,000.00	.00	130,000.00	200,000.00	70,000.00
405	40	405	48001	083	Trf Out to Fd 501 - I.T. Services	17,984.00	.00	17,984.00	18,240.00	256.00
					FUND 405 INCREASE IN REVENUE					70,000.00
					FUND 405 INCREASE IN EXPENSES					85,604.00
					WOC					
410	51	530	41001		Full Time Salaries	2,114,270.00	.00	2,114,270.00	2,154,740.00	40,470.00
410	51	530	41050		Bilingual Pay	962.00	.00	962.00	835.00	(127.00)
410	51	530	41052		Educational Incentive	3,000.00	.00	3,000.00	6,290.00	3,290.00
410	51	530	42002		Medical Dental Plan	570,090.00	.00	570,090.00	579,390.00	9,300.00
410	51	530	42004		Long Term Disability Insurance	13,288.00	.00	13,288.00	13,559.00	271.00
410	51	530	42005		Life Insurance	6,152.00	.00	6,152.00	6,269.00	117.00
410	51	530	42007		Workers Comp Insurance	105,436.00	.00	105,436.00	107,475.00	2,039.00
410	51	530	42008		City Liability Insurance	42,528.00	.00	42,528.00	43,422.00	894.00
410	51	530	42009		PERS	642,932.00	.00	642,932.00	656,133.00	13,201.00
410	51	530	42010		Medicare Tax	28,693.00	.00	28,693.00	29,213.00	520.00
410	51	530	42012		Retiree Health Insurance	62,804.00	.00	62,804.00	64,003.00	1,199.00
410	51	530	42013		Deferred Comp	19,732.00	.00	19,732.00	20,142.00	410.00
410	51	530	42014		Deferred Comp In Lieu	61,213.00	.00	61,213.00	51,913.00	(9,300.00)
410	51	530	42016		Employee Contrib To PERS	(191,579.00)	.00	(191,579.00)	(195,504.00)	(3,925.00)
410	51	530	43035	000	City Hall Contract Services	16,193.00	163.00	16,356.00	16,593.00	237.00
410	51	530	48001	083	Trf Out to Fd 501 - I.T. Services	89,925.00	.00	89,925.00	91,204.00	1,279.00
					WOC - Collections					
410	51	531	41001		Full Time Salaries	522,630.00	.00	522,630.00	534,426.00	11,796.00
410	51	531	41050		Bilingual Pay	1,436.00	.00	1,436.00	1,468.00	32.00
410	51	531	42004		Long Term Disability Insurance	3,337.00	.00	3,337.00	3,410.00	73.00
410	51	531	42005		Life Insurance	1,521.00	.00	1,521.00	1,555.00	34.00
410	51	531	42007		Workers Comp Insurance	33,557.00	.00	33,557.00	34,247.00	690.00
410	51	531	42008		City Liability Insurance	10,042.00	.00	10,042.00	10,248.00	206.00
410	51	531	42009		PERS	162,122.00	.00	162,122.00	165,704.00	3,582.00
410	51	531	42010		Medicare Tax	8,718.00	.00	8,718.00	8,890.00	172.00
410	51	531	42011		Social Security	1,860.00	.00	1,860.00	1,860.00	0.00
410	51	531	42012		Retiree Health Insurance	10,453.00	.00	10,453.00	10,689.00	236.00
410	51	531	42013		Deferred Comp	3,304.00	.00	3,304.00	3,379.00	75.00
410	51	531	42016		Employee Contrib To PERS	(48,386.00)	.00	(48,386.00)	(49,450.00)	(1,064.00)
410	51	531	48001	083	Trf Out to Fd 501 - I.T. Services	25,692.00	.00	25,692.00	26,057.00	365.00

					FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014	Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
					WQC - Storm					
410	51	532	41001		Full Time Salaries	354,269.00	.00	354,269.00	364,322.00	10,053.00
410	51	532	41050		Bilingual Pay	347.00	.00	347.00	354.00	7.00
410	51	532	42002		Medical Dental Plan	113,088.00	.00	113,088.00	114,018.00	930.00
410	51	532	42003		Vision Insurance	1,700.00	.00	1,700.00	1,714.00	14.00
410	51	532	42004		Long Term Disability Insurance	2,242.00	.00	2,242.00	2,302.00	60.00
410	51	532	42005		Life Insurance	1,030.00	.00	1,030.00	1,059.00	29.00
410	51	532	42006		SUI	1,833.00	.00	1,833.00	1,833.00	0.00
410	51	532	42007		Workers Comp Insurance	20,646.00	.00	20,646.00	21,123.00	477.00
410	51	532	42008		City Liability Insurance	13,956.00	.00	13,956.00	14,296.00	340.00
410	51	532	42009		PERS	109,263.00	.00	109,263.00	112,177.00	2,914.00
410	51	532	42010		Medicare Tax	4,568.00	.00	4,568.00	4,686.00	118.00
410	51	532	42012		Retiree Health Insurance	7,244.00	.00	7,244.00	7,442.00	198.00
410	51	532	42013		Deferred Comp	3,313.00	.00	3,313.00	3,395.00	82.00
410	51	532	42016		Employee Contrib To PERS	(32,423.00)	.00	(32,423.00)	(33,294.00)	(871.00)
410	51	532	48001	083	Trf Out to Fd 501 - I.T. Services	15,415.00	.00	15,415.00	15,634.00	219.00
					FUND 410 INCREASE IN EXPENSES					90,642.00
					Storm Drainage Construction					
411	51	536	51270		Construction Project 14-53-Hawkeye Ave. Storm Line	.00	.00	.00	575,000.00	575,000.00
					FUND 410 INCREASE IN EXPENSES					575,000.00
					Water					
420	52	550	41001		Full Time Salaries	1,259,267.00	.00	1,259,267.00	1,285,074.00	25,807.00
420	52	550	41050		Bilingual Pay	888.00	.00	888.00	809.00	(79.00)
420	52	550	42002		Medical Dental Plan	372,000.00	.00	372,000.00	381,300.00	9,300.00
420	52	550	42004		Long Term Disability Insurance	7,986.00	.00	7,986.00	8,147.00	161.00
420	52	550	42005		Life Insurance	3,665.00	.00	3,665.00	3,740.00	75.00
420	52	550	42007		Workers Comp Insurance	63,845.00	.00	63,845.00	65,166.00	1,321.00
420	52	550	42008		City Liability Insurance	28,410.00	.00	28,410.00	28,961.00	551.00
420	52	550	42009		PERS	390,306.00	.00	390,306.00	398,124.00	7,818.00
420	52	550	42010		Medicare Tax	20,133.00	.00	20,133.00	20,506.00	373.00
420	52	550	42012		Retiree Health Insurance	29,493.00	.00	29,493.00	30,071.00	578.00
420	52	550	42013		Deferred Comp	12,803.00	.00	12,803.00	12,994.00	191.00
420	52	550	42014		Deferred Comp In Lieu	23,457.00	.00	23,457.00	14,157.00	(9,300.00)
420	52	550	42016		Employee Contrib To PERS	(115,891.00)	.00	(115,891.00)	(118,208.00)	(2,317.00)
420	52	550	43035	000	City Hall Contract Services	16,198.00	163.00	16,361.00	16,598.00	237.00
420	52	550	48001	083	Trf Out to Fd 501 - I.T. Services	53,953.00	.00	53,953.00	54,720.00	767.00
					FUND 420 INCREASE IN EXPENSES					35,483.00
					Transit - Dial-A-Ride					
425	40	415	41001		Full Time Salaries	34,740.00	.00	34,740.00	35,514.00	774.00
425	40	415	42004		Long Term Disability Insurance	215.00	.00	215.00	220.00	5.00
425	40	415	42005		Life Insurance	101.00	.00	101.00	103.00	2.00
425	40	415	42007		Workers Comp Insurance	232.00	.00	232.00	236.00	4.00
425	40	415	42008		City Liability Insurance	792.00	.00	792.00	829.00	37.00
425	40	415	42009		PERS	10,567.00	.00	10,567.00	10,802.00	235.00
425	40	415	42010		Medicare Tax	525.00	.00	525.00	558.00	33.00
425	40	415	42012		Retiree Health Insurance	695.00	.00	695.00	710.00	15.00
425	40	415	42013		Deferred Comp	348.00	.00	348.00	355.00	7.00
425	40	415	42016		Employee Contrib To PERS	(3,126.00)	.00	(3,126.00)	(3,196.00)	(70.00)
					FUND 425 INCREASE IN EXPENSES					1,042.00
					Transit - Fixed Route					
426	40	415	41001		Full Time Salaries	34,740.00	.00	34,740.00	35,514.00	774.00
426	40	415	42004		Long Term Disability Insurance	216.00	.00	216.00	221.00	5.00
426	40	415	42005		Life Insurance	101.00	.00	101.00	104.00	3.00
426	40	415	42007		Workers Comp Insurance	224.00	.00	224.00	228.00	4.00

					FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014	Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
426	40	415	42008		City Liability Insurance	996.00	.00	996.00	1,013.00	17.00
426	40	415	42009		PERS	10,567.00	.00	10,567.00	10,803.00	236.00
426	40	415	42010		Medicare Tax	649.00	.00	649.00	660.00	11.00
426	40	415	42012		Retiree Health Insurance	695.00	.00	695.00	711.00	16.00
426	40	415	42013		Deferred Comp	347.00	.00	347.00	355.00	8.00
426	40	415	42016		Employee Contrib To PERS	(3,127.00)	.00	(3,127.00)	(3,197.00)	(70.00)
					FUND 426 INCREASE IN EXPENSES					1,004.00
					Information Technology					
501	10	130	38001	083	Transfers in Info Technology Support	837,563.00	.00	837,563.00	849,474.00	11,911.00
501	10	130	41001		Full Time Salaries	427,738.00	.00	427,738.00	427,704.00	(34.00)
501	10	130	41056		Management Leave Conversion	1,200.00	.00	1,200.00	1,150.00	(50.00)
501	10	130	42005		Life Insurance	1,245.00	.00	1,245.00	1,244.00	(1.00)
501	10	130	42007		Workers Comp Insurance	2,168.00	.00	2,168.00	4,548.00	2,380.00
501	10	130	42008		City Liability Insurance	9,651.00	.00	9,651.00	11,235.00	1,584.00
501	10	130	42009		PERS	130,110.00	.00	130,110.00	137,345.00	7,235.00
501	10	130	42010		Medicare Tax	5,610.00	.00	5,610.00	6,550.00	940.00
501	10	130	42012		Retiree Health Insurance	9,203.00	.00	9,203.00	9,126.00	(77.00)
501	10	130	42013		Deferred Comp	4,444.00	.00	4,444.00	4,307.00	(137.00)
501	10	130	42014		Deferred Comp In Lieu	9,300.00	.00	9,300.00	9,300.00	0.00
501	10	130	42016		Employee Contrib To PERS	(38,496.00)	.00	(38,496.00)	(38,493.00)	3.00
501	10	130	43035	000	City Hall Contract Services	4,632.00	47.00	4,679.00	4,747.00	68.00
					FUND 501 INCREASE IN REVENUE					11,911.00
					FUND 501 INCREASE IN EXPENSES					11,911.00
					Engineering					
502	40	410	41001		Full Time Salaries	1,097,877.00	.00	1,097,877.00	1,122,471.00	24,594.00
502	40	410	41050		Bilingual Pay	3,590.00	.00	3,590.00	3,670.00	80.00
502	40	410	42004		Long Term Disability Insurance	6,842.00	.00	6,842.00	6,995.00	153.00
502	40	410	42005		Life Insurance	3,195.00	.00	3,195.00	3,265.00	70.00
502	40	410	42007		Workers Comp Insurance	18,641.00	.00	18,641.00	19,057.00	416.00
502	40	410	42008		City Liability Insurance	24,595.00	.00	24,595.00	25,142.00	547.00
502	40	410	42009		PERS	335,393.00	.00	335,393.00	342,876.00	7,483.00
502	40	410	42010		Medicare Tax	16,415.00	.00	16,415.00	16,774.00	359.00
502	40	410	42012		Retiree Health Insurance	24,130.00	.00	24,130.00	24,669.00	539.00
502	40	410	42013		Deferred Comp	11,269.00	.00	11,269.00	11,513.00	244.00
502	40	410	42016		Employee Contrib To PERS	(99,239.00)	.00	(99,239.00)	(101,459.00)	(2,220.00)
502	40	410	43035	000	City Hall Contract Services	37,861.00	380.00	38,241.00	38,796.00	555.00
502	40	410	48001	083	Trf Out to Fd 501 - I.T. Services	43,677.00	.00	43,677.00	44,298.00	621.00
					FUND 502 INCREASE IN EXPENSES					33,441.00
					Fleet					
505	50	525	41001		Full Time Salaries	236,136.00	.00	236,136.00	241,428.00	5,292.00
505	50	525	42004		Long Term Disability Insurance	1,469.00	.00	1,469.00	1,502.00	33.00
505	50	525	42005		Life Insurance	687.00	.00	687.00	703.00	16.00
505	50	525	42007		Workers Comp Insurance	14,212.00	.00	14,212.00	14,521.00	309.00
505	50	525	42008		City Liability Insurance	5,406.00	.00	5,406.00	5,523.00	117.00
505	50	525	42009		PERS	72,010.00	.00	72,010.00	73,620.00	1,610.00
505	50	525	42010		Medicare Tax	3,569.00	.00	3,569.00	3,646.00	77.00
505	50	525	42012		Retiree Health Insurance	4,723.00	.00	4,723.00	4,829.00	106.00
505	50	525	42013		Deferred Comp	1,549.00	.00	1,549.00	1,584.00	35.00
505	50	525	42016		Employee Contrib To PERS	(21,306.00)	.00	(21,306.00)	(21,783.00)	(477.00)
505	50	525	48001	083	Trf Out to Fd 501 - I.T. Services	10,277.00	.00	10,277.00	10,423.00	146.00
					FUND 505 INCREASE IN EXPENSES					7,264.00

FY 14-15 BUDGET AMENDMENTS - NOVEMBER 18, 2014											
								Adopted Budget	Budget Amendments	Amended Budget	Proposed Budget	11/18/14 Amendment
							SUMMARY FOR FY 14-15 BUDGET AMENDMENTS:					
							GENERAL FUND DECREASE TO REVENUE					**(10,000.00)**
							GENERAL FUND INCREASE TO EXPENSES					**400,589.00**
							NON-GENERAL FUND INCREASE TO REVENUE					**933,806.00**
							NON-GENERAL FUND INCREASE TO EXPENSES					**2,351,836.00**
FY 13-14 BUDGET AMENDMENTS												
110	10	100		42002			Medical Dental Plan					330.00
110	10	102		42002			Medical Dental Plan					1,290.00
110	10	104		42002			Medical Dental Plan					140.00
110	10	108		42002			Medical Dental Plan					1,290.00
110	10	112		42002			Medical Dental Plan					7,430.00
110	20	210		42002			Medical Dental Plan					11,160.00
110	20	215		42002			Medical Dental Plan					1,930.00
110	30	300		42002			Medical Dental Plan					27,330.00
110	60	600		42002			Medical Dental Plan					3,740.00
110	61	620		42002			Medical Dental Plan					800.00
110	61	624		42002			Medical Dental Plan					640.00
110	61	630		42002			Medical Dental Plan					470.00
							FUND 110 GENERAL FUND INCREASE IN EXPENSES - FY 13-14					56,550.00
121	10	123		42002			Medical Dental Plan					640.00
204	50	505		42002			Medical Dental Plan					190.00
205	60	602		42002			Medical Dental Plan					680.00
205	60	604		42002			Medical Dental Plan					840.00
217	50	510		42002			Medical Dental Plan					3,330.00
240	00	000	227	42002			Medical Dental Plan					640.00
255	41	485		42002			Medical Dental Plan					1,290.00
256	41	486		42002			Medical Dental Plan					640.00
410	51	531		42002			Medical Dental Plan					6,540.00
410	51	532		42002			Medical Dental Plan					5,510.00
425	40	415		42002			Medical Dental Plan					320.00
426	40	415		42002			Medical Dental Plan					320.00
502	40	410		42002			Medical Dental Plan					1,420.00
505	50	525		42002			Medical Dental Plan					2,580.00
511	10	151		35017		001	Self Insurance Transfer Medical/Dental (Revenue)					138,040.00
121	10	122		48001		216	Trf Out Fd 121 Economic Development					(192,176.00)
120	10	120		48001		216	Trf Out Fd 121 Economic Development					192,176.00
121	10	123		38001		216	Trf In for Economic Development					192,176.00
							NON-GENERAL FUND INCREASE IN REVENUE - FY 13-14					138,040.00
							NON-GENERAL FUND INCREASE IN EXPENSES - FY 13-14					217,116.00

8E

Council Synopsis

November 18, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Lien Agreement for deferred payment of Capital Facility Fees between the City of Turlock and S & B Holdings (Owner of 1851 Lander Avenue, Turlock CA 95380)

2. DISCUSSION OF ISSUE:

On October 27, 2009, City Council adopted a new fee deferral program in an effort to provide financial flexibility to the development community. The purpose of the fee deferral program was to make it financially feasible for the development community to construct improvements during a sluggish economy yet insure that full payment of fees were received by the City at the conclusion of the deferral period. On October 25, 2011 and again on October 22, 2013, City Council extended the fee deferral program for an additional 24 months. The program afforded the opportunity for commercial and industrial development projects to defer its CFF, NWTSP and WISP fees as follows:

- Fees (100%) can be deferred to occupancy; or

- Fees can be paid over 4 years with 20% due at building permit issuance and the remaining 80% paid over the next 4 years (20% per year). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last 4 years of interest earned by the city as published by the State Controller's Office Local Agency Investment Fund; or

- Fees can be paid over 5 years with 0% due at building permit issuance and the remaining 100% paid over the next 5 years (10% year 1, 15% year 2, 20% year 3, 25% year 4 and 30% year 5). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last 5 years of interest earned by the city as published by the State Controller's Office Local Agency Investment Fund.

S & B Holdings is proposing to construct and operate an 85 room Hampton Inn at 1851 Lander Avenue. While the existing fee deferral program does allow for the deferral of certain impact fees up to a maximum of 5 years, S & B Holdings is requesting to pay its Capital Facility Fees (CFF) in the amount of $357,653.13 over a 10 year period. The attached Lien agreement would require the fees to be paid over a 10 year period, subject to a 3% interest rate and additional costs associated with the annual ENR index adjustments. The ENR index is the mechanism the City uses to increase fees incrementally in an effort to takes into account construction cost inflation. The economy, while improved, is still sluggish and the fact that the payback period for the motel/hotel industry can be quite lengthy, staff is supportive of the 10 year deferral period for this project.

3. BASIS FOR RECOMMENDATION:

A) The economy, while improved, is still sluggish and this deferral agreement can help facilitate the development an 85 room Hampton Inn providing jobs for the local economy as well as collection of Transit Occupancy Taxes.

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
The CFF payment will be paid over 10 years with 3% interest and ENR adjustments. The CFF program should remain whole facilitating the completion of projects designated in the program.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not Required

7. ALTERNATIVES:

A. Reject a Lien Agreement for Deferred Payment of CFF fees between the City of Turlock and S & B Holdings and direct staff to collect the full impact fees that are due at building permit.

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
S & B HOLDINGS
FOR
DEFERRED PAYMENT OF DEVELOPMENT IMPACT FEES

THIS AGREEMENT is made and entered into this 18TH day of November, 2014, between the **CITY OF TURLOCK** (hereinafter referred to as "City"), **S & B HOLDINGS** (hereinafter referred to as "Undersigned"), who is the owner of the property described in Exhibit A attached hereto and made a part of this Agreement.

WHEREAS, the Undersigned, has purchased the property at 1851 Lander Avenue, Turlock CA 95380; and

WHEREAS, the Undersigned is constructing a 85 room motel facility; and

WHEREAS, the Undersigned, City impact, County of Stanislaus impact, Turlock City School impact and City Building permit (14-1141) fees total $658,909.75; and

WHEREAS, the undersigned has agreed to pay $301,256.62 of the $658,909.75 at building permit issuance and has requested that the Capital Facility fees associated with Building permit (14-1141) in the amount of $357,653.13 be deferred and paid over a 10 year period; and

WHEREAS, the deferred fees are as follows:

CAPITAL FACILITY FEE ROAD	$328,242.80
CAPITAL FACILITY FEE POLICE	$4,547.50
CAPITAL FACILITY FEE GENERAL GOVERNMENT	$11,592.30
CAPITAL FACILITY FEE FIRE	$2,853.45
CAPITAL FACILITY FEE ADMINISTRATION	$10,417.08
Total Deferral	$357,653.13

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. On or before the dates indicated below, Undersigned will pay to City the impact fees shown, plus 3.00% annual compounded interest. Said fees are to be adjusted to the ENR Cost Index in effect on the respective dates payments are due and shall be computed by using the following formula:

Payment No.	Due Date	Amount 1/10 of Opening Balance + Unpaid Balance	Annual Compounded Interest Rate (3.00%)	Current ENR/ Original ENR (861.14)	Total Payment Due
1	11/18/15	$35,765.31	** TBCA **	** TBCA **	** TBCA **
2	11/18/16	$35,765.31+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
3	11/18/17	$35,765.31+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
4	11/18/18	$35,765.31+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
5	11/18/19	$35,765.31+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
6	11/18/20	$35,765.31+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
7	11/18/21	$35,765.31+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
8	11/18/22	$35,765.31+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
9	11/18/23	$35,765.31+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
10	11/18/24	$35,765.34+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **

**** TBCA ** ---- To be calculated annually based on payment performance and ENR Adjustments**

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 Undersigned.

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 capital facility fees charged by City for the project constructed on the property described on Exhibit A, including without limitation any and all claims that such fees are not reasonably related to the project's impacts or the cost of the services provided. 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 Weaver, City Clerk

S & B HOLDINGS

By _____
(Owner(s)).

By _____
Name of signer here

[the signature above must be notarized below]

Owner
P.O. Box 235927
Encinitas, CA 92023
(760) 652-4010 ext. 100

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.

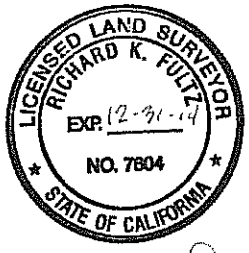
WITNESS my hand and official seal.

EXHIBIT A

LEGAL DESCRIPTION

A portion of the northeast quarter of Section 27, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

Lot 1 as shown on the map of Lander Crossings filed on June 17, 2013, in Book 44 of Maps, at Page 17, Stanislaus County Records.



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