

City Council Agenda



FEBRUARY 10, 2015

6:00 p.m.

**City of Turlock Yosemite Room
156 S. Broadway, Turlock, California**

Mayor
Gary Soiseth

Council Members
William DeHart, Jr. **Steven Nascimento**
Matthew Jacob **Amy Bublak**
 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 agenda item 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. Appointment: Budget Ad Hoc Committee

3. **A. SPECIAL BRIEFINGS:** None

 B. STAFF UPDATES
 1. Capital Projects and Building Activity (*Pitcock*)
 2. Panhandling (*Jackson*)

C. PUBLIC PARTICIPATION

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

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

4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE**B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS****5. CONSENT CALENDAR**

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

- A. Resolution: Accepting Demands of 12/18/14 in the amount of \$1,697,478.65; Demands of 1/8/15 in the amount of \$545,485.23
- B. Motion: Accepting Minutes of Special Meeting of January 17, 2015; Minutes of Regular Meeting of January 27, 2015
- C. Resolution: Authorizing the City Manager to sign all documents related to the dedication of an Electrical Easement to the Turlock Irrigation District at 801 Walnut Road, "Turlock Regional Water Quality Control Facility" property (APN: 044-010-028)
- D. Motion: Approving the purchase of four (4) TAPCO rectangular rapid flash beacon solar systems through the US Communities Contract No. 2013-100 from Statewide Traffic Safety and Signs of Fresno, California, for City Project No. 12-53, "Crowell Road Pedestrian Improvements," in the amount of \$26,238.30, without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Section 2-7-08(b)(5) has been satisfied
- E.
 1. Motion: Authorizing the City Manager to enter into a sole source professional services agreement with Dyett & Bhatia Urban and Regional Planners without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Chapter 7, Section 2-7-08(b)(2), (b)(3), and (b)(4) have been satisfied
 2. Motion: Approving the award of a professional services agreement to Dyett & Bhatia Urban and Regional Planners for the 5th Cycle update to the City of Turlock Housing Element in an amount not to exceed \$48,840
 3. Resolution: Appropriating \$48,840 to account number 110-40-400.43753 "Contract Services Housing Element Update" to be funded from Fund 110 "General Fund" reserve balances to prepare the State-mandated update to the City of Turlock Housing Element
- F. Motion: Approving a five (5) year lease agreement between the State of California, Military Department and the City of Turlock, for the use of two (2) acres located at 1040 Flower St., Turlock, California, (Soderquist Field) for recreational purposes

-
- G. Motion: Approving the purchase of one (1) Altec Model LR7-56 Articulating Overcenter Aerial Device through the National Joint Powers Alliance, Contract #31014-Alt, from Altec Industries, Inc., for the Parks, Recreation & Public Facilities Department, in an amount not to exceed \$151,820, without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Chapter 7, Section 08 (b)(5) have been satisfied
- H. Motion: Approving the purchase of one (1) New Holland 2 WD Tractor, Model #T4-75, through the State of California CMAS, Contract #4-11-23-0033A, from Garton Tractor, Inc., for the Parks, Recreation & Public Facilities Department, in an amount not to exceed \$37,138, without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Chapter 7, Section 08 (b)(5) have been satisfied
- I. Motion: Approving the purchase of one (1) 914K Caterpillar Wheel Loader through the State of California CMAS, Contract #4-09-23-0027A, from Holt of California, for the Parks, Recreation & Public Facilities Department, in an amount not to exceed \$112,361 without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Chapter 7, Section 08 (b)(5) have been satisfied
- J. Motion: Approving the Contract renewal between the City of Turlock and the Turlock Umpire Group to officiate adult city league softball games
- K. Resolution: Appropriating \$3,000 to account number 266-20-255-353.47095_000 "911 Grant – Training Expenses" and \$3,000 to account number 266-20-255-353.35720 "911 Grant – Revenue" for reimbursable training funded by the California 9-1-1 Emergency Communications Branch
- L. Motion: Authorizing the City Manager to execute the service maintenance agreement with Otis Elevator Company, to provide full preventive maintenance for Turlock Public Safety facility elevators, in an amount not to exceed \$7,056 annually and \$35,280 for five (5) years
- M. Motion: Rejecting Claim for Damages filed by Steven Singh
- N. Motion: Rejecting Claim for Damages filed by Renee Gallegos
- O. Motion: Rejecting Claim for Damages filed by James R. Dawson
- P. Motion: Rejecting Claim for Damages filed by Mercury Insurance Company/Claim #2014-0012-023224-21
- Q. Motion: Rejecting Claim for Damages filed by Brandon Lee Wilson
- R. Motion: Rejecting Claim for Damages filed by Breanna Tiffany Brown (a minor)
- S. Motion: Rejecting Claim for Damages filed by Steven Singh

6. FINAL READINGS

- A. **Recommended Action:**
Ordinance: Amending Turlock Municipal Code Title 7, Chapter 4, by adding Article 2 regarding Excavations as introduced at the January 27, 2015
- Resolution: Establishing a Trench Restoration Fund and Trench Restoration Fees in accordance with Turlock Municipal Code Title 7, Chapter 4, Article 2

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. Request to adopt a Mitigated Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act (CEQA); amend the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2014-02 (Potter's Landing)]; and establish conditions of approval for Planned Development District No. 271 (PD 271), Rezone 2014-02 [Potter's Landing]. (*Pitcock*)

Recommended Action:

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

Introduce the Ordinance:

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2014-02 (Potter's Landing)]

To be considered at the next meeting:

Resolution: Establishing Conditions of Approval for Planned Development District No. 271 (PD 271), Rezone 2014-02 [Potter's Landing]

8. SCHEDULED MATTERS

- A. Request to appropriate \$175,000 to revenue account 405-40-405.35185_001 "Plan Checking Services non-FBHR" and to expense account 405-40-405.43260 "Plan Check Services" to account for additional plan check services anticipated during Fiscal Year 2014-15. (*Pitcock*)

Recommended Action:

Resolution: Appropriating \$175,000 to revenue account 405-40-405.35185_001 "Plan Checking Services non-FBHR" and to expense account 405-40-405.43260 "Plan Check Services" to account for additional plan check services anticipated during Fiscal Year 2014-15

-
- B. Request to terminate the Agreement for Tourism between the City of Turlock and the Turlock Chamber of Commerce, dated December 10, 2002 and direct staff to issue a Request for Proposals (RFP) to manage a Convention and Visitors Bureau and providing direction to staff regarding the services to be sought through the RFP process, which may include, but not be limited to, marketing services, participation in trade shows, publication of brochures, advertisement in newspapers, magazines, and on billboards, and other related services as directed by the Council

Recommended Action:

Motion: Terminating the Agreement for Tourism between the City of Turlock and the Turlock Chamber of Commerce, dated December 10, 2002, and any amendments thereto, pursuant to and in accordance with paragraph 2 of the Agreement

Motion: Directing staff to issue a Request for Proposals (RFP) to manage a Convention and Visitors Bureau and providing direction to staff regarding the services to be sought through the RFP process, which may include, but not be limited to, marketing services, participation in trade shows, publication of brochures, advertisement in newspapers, magazines, and on billboards, and other related services as directed by the Council

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:

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: 1030 East Avenue, Turlock, CA (APN No. 043-050-016-000)

Agency Negotiator: Roy W. Wasden

Negotiating Parties: Manuel Lima (Turlock Columbian Properties Incorporated)

Under Negotiation: Price and terms of payment

12. ADJOURNMENT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
DEMANDS OF 12/18/14 IN THE AMOUNT }
OF \$1,697,478.65; DEMANDS OF 1/8/15 }
IN THE AMOUNT OF \$545,485.23 }
_____ }

RESOLUTION NO. 2015-

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: |
|-------------|-------------------|
| 12/18/14 | \$1,697,478.65 |
| 1/8/15 | \$545,485.23 |

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

5A

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|----------------|------------|--------|-------------|----------------------------|------------------------------|-----------------------------|-----------------------|----------------------|------------|
| 100424 | 12/16/2014 | Open | | | Utility Management Refund | CARAISO, LISA , LYN | \$156.24 | | |
| 100425 | 12/16/2014 | Open | | | Accounts Payable | FIRST AMERICAN TITLE INC | \$35,000.00 | | |
| 100426 | 12/18/2014 | Open | | | Accounts Payable | 10 MINUTE LUBE 'N OIL | \$49.17 | | |
| 100427 | 12/18/2014 | Open | | | Accounts Payable | A & A PORTABLES INC | \$1,342.65 | | |
| 100428 | 12/18/2014 | Open | | | Accounts Payable | A & P CONSTRUCTION | \$635.00 | | |
| 100429 | 12/18/2014 | Open | | | Accounts Payable | AFLAC | \$5,500.49 | | |
| 100430 | 12/18/2014 | Open | | | Accounts Payable | AFLAC GROUP INSURANCE | \$2,776.98 | | |
| 100431 | 12/18/2014 | Open | | | Accounts Payable | AIRGAS NCN | \$300.21 | | |
| 100432 | 12/18/2014 | Open | | | Accounts Payable | ALLIANCE | \$300.00 | | |
| 100433 | 12/18/2014 | Open | | | Accounts Payable | ANIMAL CARE EQUIP & SVCS | \$249.08 | | |
| 100434 | 12/18/2014 | Open | | | Accounts Payable | APPLIED PEST MANAGEMENT INC | \$220.00 | | |
| 100435 | 12/18/2014 | Open | | | Accounts Payable | AT&T/SBC | \$31.76 | | |
| 100436 | 12/18/2014 | Open | | | Accounts Payable | BUREAU VERITAS NO AMERICA | \$30,285.60 | | |
| 405 - Building | | | | | | | \$30,285.60 | | |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

| | | Cash Account | Accounts Payable | Amount |
|--------|-------------|------------------|---------------------------|--------------|
| 100437 | 12/18/2014 | Open | BURTON'S FIRE APPARATUS | \$2,198.18 |
| | Paying Fund | 110.11000 (Cash) | | |
| 100438 | 12/18/2014 | Open | CAL TRAFFIC SIGNS INC | \$2,873.59 |
| | Paying Fund | 426.11000 (Cash) | | |
| 100439 | 12/18/2014 | Open | CANTERBURY INTERNATIONAL | \$1,399.03 |
| | Paying Fund | 426.11000 (Cash) | | |
| 100440 | 12/18/2014 | Open | CENTRAL SANITARY SUPPLY | \$628.03 |
| | Paying Fund | 410.11000 (Cash) | | |
| 100441 | 12/18/2014 | Open | CHAMPION INDUSTRIAL | \$12,242.24 |
| | Paying Fund | 110.11000 (Cash) | | |
| | | 301.11000 (Cash) | | \$4,501.22 |
| | | 410.11000 (Cash) | | \$5,063.50 |
| | | 425.11000 (Cash) | | \$1,578.30 |
| | | 501.11000 (Cash) | | \$112.50 |
| | | 505.11000 (Cash) | | \$750.00 |
| 100442 | 12/18/2014 | Open | CHARTER COMMUNICATIONS | \$236.72 |
| | Paying Fund | 110.11000 (Cash) | | |
| 100443 | 12/18/2014 | Open | CINCINNATI LIFE INS INC | \$785.94 |
| | Paying Fund | 104.11000 (Cash) | | |
| 100444 | 12/18/2014 | Open | CITY OF TURLOCK - CASH | \$572.55 |
| | Paying Fund | 110.11000 (Cash) | | |
| 100445 | 12/18/2014 | Open | CODE PUBLISHING COMPANY | \$340.95 |
| | Paying Fund | 110.11000 (Cash) | | |
| 100446 | 12/18/2014 | Open | COMBINED BENEFITS ADMIN C | \$84,658.91 |
| | Paying Fund | 511.11000 (Cash) | | |
| 100447 | 12/18/2014 | Open | COMBINED BENEFITS ADMIN= | \$135,808.63 |
| | Paying Fund | 511.11000 (Cash) | | |
| 100448 | 12/18/2014 | Open | CSJVRMA | \$135,196.00 |
| | Paying Fund | 511.11000 (Cash) | | |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

| Paying Fund | Cash Account | Amount |
|-------------|--|--------------------------|
| 100449 | 512 - Casualty Insurance 12/18/2014 Open | \$135,196.00 |
| | Accounts Payable | CURTIS & SONS INC, L N |
| | Cash Account | \$140.47 |
| 100450 | 110 - General Fund 12/18/2014 Open | \$140.47 |
| | Accounts Payable | DELTA WIRELESS & NETWORK |
| | Cash Account | \$617.50 |
| | 116 - Special Public Safety 12/18/2014 Open | \$31,419.00 |
| | Accounts Payable | DON'S MOBILE GLASS INC |
| | Cash Account | \$288.58 |
| 100452 | 110 - General Fund 12/18/2014 Open | \$288.58 |
| | Accounts Payable | E-S PRESS INC |
| | Cash Account | \$5,549.48 |
| 100453 | 110 - General Fund 12/18/2014 Open | \$5,549.48 |
| | Accounts Payable | ECONOMIC & PLANNING INC |
| | Cash Account | \$2,500.00 |
| 100454 | 309 - East Tuolumne Master Plan 12/18/2014 Open | \$2,500.00 |
| | Accounts Payable | ENGEO INC. |
| | Cash Account | \$3,255.00 |
| 100455 | 305 - Capital Facility Fees 12/18/2014 Open | \$3,255.00 |
| | Accounts Payable | ENGINEERED FIRE SYST INC |
| | Cash Account | \$1,710.00 |
| 100456 | 110 - General Fund 12/18/2014 Open | \$1,710.00 |
| | Accounts Payable | FARIA, JAMIE |
| | Cash Account | \$242.00 |
| 100457 | 104 - Payroll Clearing Fund 12/18/2014 Open | \$242.00 |
| | Accounts Payable | FIRST AMERICAN TITLE INC |
| | Cash Account | \$50,000.00 |
| 100458 | 257 - State HOME Funds 12/18/2014 Open | \$50,000.00 |
| | Accounts Payable | FIRST SOUTHWEST COMPANY |
| | Cash Account | \$988.13 |
| | 410 - WATER QUALITY CONTROL (WQC) 621 - Successor Agency - Non LMI 12/18/2014 Open | \$988.12 |
| | Accounts Payable | GARTON TRACTOR INC |
| | Cash Account | \$319.38 |
| 100459 | 110 - General Fund 12/18/2014 Open | \$319.38 |
| | Accounts Payable | GEOANALYTICAL LAB INC |
| | Cash Account | \$3,142.11 |
| 100460 | 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 12/18/2014 Open | \$1,143.75 |
| | Accounts Payable | GOMES & SONS INC, JOE M |
| | Cash Account | \$14,799.83 |
| 100461 | 110 - General Fund | \$6,880.33 |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

| | | | | | |
|--------|---------------------------------------|------------------|------------------|-------------------------------------|-------------|
| 100462 | 12/18/2014 | Open | Accounts Payable | GRAINGER INC, W W | \$1,994.33 |
| | | | Cash Account | | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | Accounts Payable | HOWK SYSTEMS INC | \$1,994.33 |
| 100463 | 12/18/2014 | Open | Accounts Payable | HOWK SYSTEMS INC | \$2,697.50 |
| | | | Cash Account | | Amount |
| | 420 - WATER | 420.11000 (Cash) | Accounts Payable | ING LIFE INSURANCE AND | \$26.00 |
| 100464 | 12/18/2014 | Open | Accounts Payable | ING LIFE INSURANCE AND | \$26.00 |
| | | | Cash Account | | Amount |
| | 104 - Payroll Clearing Fund | 104.11000 (Cash) | Accounts Payable | JCS PROPERTIES LLC | \$1,414.07 |
| 100465 | 12/18/2014 | Open | Accounts Payable | JCS PROPERTIES LLC | \$225.00 |
| | | | Cash Account | | Amount |
| | 625 - Successor Agency - LMI | 625.11000 (Cash) | Accounts Payable | JORGENSEN & CO INC | \$260.33 |
| 100466 | 12/18/2014 | Open | Accounts Payable | JORGENSEN & CO INC | \$50.00 |
| | | | Cash Account | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | Accounts Payable | L C ACTION | \$260.33 |
| 100467 | 12/18/2014 | Open | Accounts Payable | L C ACTION | \$50.00 |
| | | | Cash Account | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | Accounts Payable | LEXISNEXIS RISK SOLUTIONS FL INC | \$281.07 |
| 100468 | 12/18/2014 | Open | Accounts Payable | LEXISNEXIS RISK SOLUTIONS FL INC | \$15,375.00 |
| | | | Cash Account | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | Accounts Payable | MAGIC SANDS MOBILE HOME PARK | \$281.07 |
| 100469 | 12/18/2014 | Open | Accounts Payable | MAGIC SANDS MOBILE HOME PARK | \$15,375.00 |
| | | | Cash Account | | Amount |
| | 625 - Successor Agency - LMI | 625.11000 (Cash) | Accounts Payable | MARK III CONSTRUCTION INC | \$15,375.00 |
| 100470 | 12/18/2014 | Open | Accounts Payable | MARK III CONSTRUCTION INC | \$12,642.53 |
| | | | Cash Account | | Amount |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | Accounts Payable | MCI ENGINEERING | \$98,558.18 |
| 100471 | 12/18/2014 | Open | Accounts Payable | MCI ENGINEERING | \$12,642.53 |
| | | | Cash Account | | Amount |
| | 215 - Streets - Grant Funded Projects | 215.11000 (Cash) | Accounts Payable | MCI ENGINEERING | \$98,558.18 |
| 100472 | 12/18/2014 | Open | Accounts Payable | MCI ENGINEERING | |
| | | | Cash Account | | Amount |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

| Account Number | Account Name | Account Type | Amount |
|----------------|---------------------------------------|------------------------------------|-------------|
| 100473 | 215 - Streets - Grant Funded Projects | | \$98,558.18 |
| | 12/18/2014 Open | Accounts Payable | |
| | Paying Fund | MCI ENGINEERING INC | \$665.40 |
| 100474 | 215 - Streets - Grant Funded Projects | | \$5,187.27 |
| | 12/18/2014 Open | Accounts Payable | |
| | Paying Fund | MCI ENGINEERING INC | \$5,187.27 |
| 100475 | 215 - Streets - Grant Funded Projects | | \$3,607.86 |
| | 12/18/2014 Open | Accounts Payable | |
| | Paying Fund | MISSION LINEN SUPPLY INC | \$3,607.86 |
| 100476 | 110 - General Fund | | \$419.00 |
| | 205 - Sports Facilities | | \$658.55 |
| | 217 - Streets - Gas Tax | | \$81.88 |
| | 246 - Landscape Assessment | | \$97.92 |
| | 410 - WATER QUALITY CONTROL (WQC) | | \$178.56 |
| | 420 - WATER | | \$1,181.53 |
| | 505 - Fleet | | \$155.65 |
| | 12/18/2014 Open | Accounts Payable | \$1,253.77 |
| | Paying Fund | MONTE VISTA SMALL ANIMAL HOSPITAL | \$419.00 |
| 100477 | 625 - Successor Agency - LMI | | \$167.73 |
| | 12/18/2014 Open | Accounts Payable | |
| | Paying Fund | MULBERRY MOBILE PARK | \$167.73 |
| 100478 | 110 - General Fund | | \$1,146.46 |
| | 203 - Animal Fee Forfeiture | | \$50.00 |
| | 266 - Police Services Grants | | \$69.00 |
| | 12/18/2014 Open | Accounts Payable | \$300.00 |
| | Paying Fund | MUNICIPAL EMERGENCY SERVICES, INC. | \$1,146.46 |
| 100479 | 110 - General Fund | | \$4,000.00 |
| | 12/18/2014 Open | Accounts Payable | |
| | Paying Fund | NEIL O ANDERSON AND ASSOCIATES INC | \$4,000.00 |
| 100480 | 110 - General Fund | | \$81,468.00 |
| | 12/18/2014 Open | Accounts Payable | |
| | Paying Fund | NEW WORLD SYSTEM CORP | \$81,468.00 |
| 100481 | 110 - General Fund | | \$56.08 |
| | 227 - Public Safety Tax | | \$53,913.00 |
| | 240 - Small Equipment Replacement | | \$1,200.00 |
| | 410 - WATER QUALITY CONTROL (WQC) | | \$12,755.00 |
| | 420 - WATER | | \$6,800.00 |
| | 12/18/2014 Open | Accounts Payable | \$6,800.00 |
| | Paying Fund | NEXT LEVEL PARTS INC | \$56.08 |
| 100482 | 110 - General Fund | | \$14,819.27 |
| | 12/18/2014 Open | Accounts Payable | |
| | Paying Fund | P G & E | \$14,819.27 |
| | 110 - General Fund | | \$6,363.56 |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

| | | | | | |
|--------|-----------------------------------|------------------|--------------------------|--------|--------------|
| 100483 | 217 - Streets - Gas Tax | 217.11000 (Cash) | | | \$8.65 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$341.50 |
| | 426 - Transit - Fixed Route | 426.11000 (Cash) | | | \$1,830.46 |
| | 505 - Fleet | 505.11000 (Cash) | | | \$6,275.10 |
| | 12/18/2014 Open | Accounts Payable | PACE SUPPLY CORPORATION | | \$281.76 |
| | Paying Fund | Cash Account | | Amount | |
| | 420 - WATER | 420.11000 (Cash) | | | \$281.76 |
| 100484 | 12/18/2014 Open | Accounts Payable | PAXXO USA INC | | \$842.68 |
| | Paying Fund | Cash Account | | Amount | |
| 100485 | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$842.68 |
| | 12/18/2014 Open | Accounts Payable | PRESORT CTR STOCKTON INC | | \$9,464.74 |
| | Paying Fund | Cash Account | | Amount | |
| 100486 | 110 - General Fund | 110.11000 (Cash) | | | \$3,154.92 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$3,154.91 |
| | 420 - WATER | 420.11000 (Cash) | | | \$3,154.91 |
| | 12/18/2014 Open | Accounts Payable | QUEST DIAGNOSTICS | | \$57.86 |
| | Paying Fund | Cash Account | | Amount | |
| 100487 | 110 - General Fund | 110.11000 (Cash) | | | \$57.86 |
| | 12/18/2014 Open | Accounts Payable | RANDIK PAPER CO | | \$94.11 |
| | Paying Fund | Cash Account | | Amount | |
| 100488 | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$94.11 |
| | 12/18/2014 Open | Accounts Payable | ROMEO MEDICAL CLINIC | | \$1,989.00 |
| | Paying Fund | Cash Account | | Amount | |
| 100489 | 110 - General Fund | 110.11000 (Cash) | | | \$666.00 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$1,323.00 |
| | 12/18/2014 Open | Accounts Payable | SHARPENING SHOP | | \$387.40 |
| | Paying Fund | Cash Account | | Amount | |
| 100490 | 110 - General Fund | 110.11000 (Cash) | | | \$387.40 |
| | 12/18/2014 Open | Accounts Payable | SIERRA CHEMICAL CO | | \$6,144.10 |
| | Paying Fund | Cash Account | | Amount | |
| 100491 | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$6,144.10 |
| | 12/18/2014 Open | Accounts Payable | STANISLAUS COUNTY | | \$132,260.93 |
| | Paying Fund | Cash Account | | Amount | |
| 100492 | 110 - General Fund | 110.11000 (Cash) | | | \$5,217.36 |
| | 621 - Successor Agency - Non LMI | 621.11000 (Cash) | | | \$127,043.57 |
| | 12/18/2014 Open | Accounts Payable | STANISLAUS CTY SHERIFF | | \$410.81 |
| | Paying Fund | Cash Account | | Amount | |
| 100493 | 104 - Payroll Clearing Fund | 104.11000 (Cash) | | | \$410.81 |
| | 12/18/2014 Open | Accounts Payable | SUPPORT PAYMENT CLEARING | | \$439.13 |
| | Paying Fund | Cash Account | | Amount | |
| 100494 | 104 - Payroll Clearing Fund | 104.11000 (Cash) | | | \$439.13 |
| | 12/18/2014 Open | Accounts Payable | T I D | | \$72,492.03 |
| | Paying Fund | Cash Account | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | \$8,253.78 |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

| | | | | | |
|--------|--------------------------------------|------------------|------------------------------|--------|--------------|
| 100495 | 216 - Streets - Local Transportation | 216.11000 (Cash) | | | \$36,556.97 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$9,236.04 |
| | 420 - WATER | 420.11000 (Cash) | | | \$18,445.24 |
| | 12/18/2014 Open | Accounts Payable | TBA AUTO PARTS | | \$1,122.69 |
| | Paying Fund | Cash Account | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | \$538.54 |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | | \$171.79 |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | | \$1.77 |
| | 405 - Building | 405.11000 (Cash) | | | \$6.01 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$267.17 |
| | 420 - WATER | 420.11000 (Cash) | | | \$29.15 |
| | 425 - Transit - Dial-A-Ride | 425.11000 (Cash) | | | \$8.87 |
| | 426 - Transit - Fixed Route | 426.11000 (Cash) | | | \$99.39 |
| 100496 | 12/18/2014 Open | Accounts Payable | TID | | \$819.53 |
| | Paying Fund | Cash Account | | Amount | |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | \$819.53 |
| 100497 | 12/18/2014 Open | Accounts Payable | TID | | \$1,000.00 |
| | Paying Fund | Cash Account | | Amount | |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | | | \$1,000.00 |
| 100498 | 12/18/2014 Open | Accounts Payable | TRANSIT CAPITAL SUPPORT | | \$15,137.00 |
| | Paying Fund | Cash Account | | Amount | |
| | 426 - Transit - Fixed Route | 426.11000 (Cash) | | | \$15,137.00 |
| 100499 | 12/18/2014 Open | Accounts Payable | TURLOCK CHAMBER COMMERCE | | \$150.00 |
| | Paying Fund | Cash Account | | Amount | |
| | 265 - Fire Department Grants | 265.11000 (Cash) | | | \$150.00 |
| 100500 | 12/18/2014 Open | Accounts Payable | TURLOCK SCAVENGER CO INC | | \$500,505.39 |
| | Paying Fund | Cash Account | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | \$500,505.39 |
| 100501 | 12/18/2014 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 |
| 100502 | 12/18/2014 Open | Accounts Payable | TURLOCK SPAY & NEUTER CLINIC | | \$1,402.00 |
| | Paying Fund | Cash Account | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | \$140.00 |
| | 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | | \$962.00 |
| | 266 - Police Services Grants | 266.11000 (Cash) | | | \$300.00 |
| 100503 | 12/18/2014 Open | Accounts Payable | US BANK-VISA | | \$66,171.46 |
| | Paying Fund | Cash Account | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | \$28,985.83 |
| | 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | | \$471.90 |
| | 205 - Sports Facilities | 205.11000 (Cash) | | | \$3,783.51 |
| | 216 - Streets - Local Transportation | 216.11000 (Cash) | | | \$964.32 |
| | 217 - Streets - Gas Tax | 217.11000 (Cash) | | | \$5,107.12 |
| | 226 - Traffic Tax | 226.11000 (Cash) | | | \$771.66 |
| | 228 - Park Development Tax | 228.11000 (Cash) | | | \$27.92 |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

| | | |
|------------------------------------|------------------|-------------|
| 240 - Small Equipment Replacement | 240.11000 (Cash) | \$1,878.42 |
| 246 - Landscape Assessment | 246.11000 (Cash) | \$1,169.07 |
| 255 - CDBG | 255.11000 (Cash) | (\$93.51) |
| 256 - Stanislaus Housing Consortia | 256.11000 (Cash) | \$172.07 |
| 265 - Fire Department Grants | 265.11000 (Cash) | \$1,235.41 |
| 266 - Police Services Grants | 266.11000 (Cash) | \$666.51 |
| 270 - Recreation Grants | 270.11000 (Cash) | \$2,173.31 |
| 405 - Building | 405.11000 (Cash) | (\$5.00) |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$14,428.62 |
| 420 - WATER | 420.11000 (Cash) | \$2,110.33 |
| 425 - Transit - Dial-A-Ride | 425.11000 (Cash) | \$234.66 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | \$958.83 |
| 502 - Engineering | 502.11000 (Cash) | \$686.88 |
| 511 - Health Care | 511.11000 (Cash) | \$443.60 |
| 12/18/2014 Open | Accounts Payable | \$720.90 |
| 100504 | Paying Fund | Amount |
| | 110.11000 (Cash) | \$720.90 |
| 12/18/2014 Open | Accounts Payable | \$133.64 |
| 100505 | Paying Fund | Amount |
| | 110.11000 (Cash) | \$133.64 |
| 12/18/2014 Open | Accounts Payable | \$6,631.87 |
| 100506 | Paying Fund | Amount |
| | 511.11000 (Cash) | \$6,631.87 |
| 12/18/2014 Open | Accounts Payable | \$2,945.04 |
| 100507 | Paying Fund | Amount |
| | 625.11000 (Cash) | \$2,945.04 |
| 12/18/2014 Open | Accounts Payable | \$723.70 |
| 100508 | Paying Fund | Amount |
| | 625.11000 (Cash) | \$723.70 |
| 12/18/2014 Open | Accounts Payable | \$629.61 |
| 100509 | Paying Fund | Amount |
| | 410.11000 (Cash) | \$629.61 |
| 12/18/2014 Open | Accounts Payable | \$797.50 |
| 100510 | Paying Fund | Amount |
| | 110.11000 (Cash) | \$797.50 |
| 12/18/2014 Open | Accounts Payable | \$773.58 |
| 100511 | Paying Fund | Amount |
| | 110.11000 (Cash) | \$773.58 |
| 12/18/2014 Open | Accounts Payable | \$773.58 |
| 100512 | Paying Fund | Amount |
| | 110.11000 (Cash) | \$773.58 |
| 12/18/2014 Open | Accounts Payable | \$773.58 |
| 100513 | Paying Fund | Amount |
| | 110.11000 (Cash) | \$773.58 |
| 12/18/2014 Open | Accounts Payable | \$250.00 |
| 100514 | Paying Fund | Amount |
| | 110.11000 (Cash) | \$250.00 |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

| Paying Fund | Cash Account | Amount |
|-----------------------------------|--|----------|
| 100515 | 110 - General Fund 12/18/2014 Open | \$250.00 |
| | Accounts Payable | \$30.00 |
| | FASTRAK VIOLATION PROCESSING DEPARTMENT | |
| | Cash Account | Amount |
| 100516 | 502 - Engineering 12/18/2014 Open | \$30.00 |
| | Accounts Payable | \$162.00 |
| | GARCIA, RAYMOND | |
| | Cash Account | Amount |
| 100517 | 217 - Streets - Gas Tax 12/18/2014 Open | \$162.00 |
| | Accounts Payable | \$660.00 |
| | HIS TREE SERVICE | |
| | Cash Account | Amount |
| 100518 | 110 - General Fund 12/18/2014 Open | \$660.00 |
| | Accounts Payable | \$98.00 |
| | HUMPHRES, KEITH | |
| | Cash Account | Amount |
| 100519 | 410 - WATER QUALITY CONTROL (WQC) 12/18/2014 Open | \$98.00 |
| | Accounts Payable | \$773.58 |
| | JACOB, MATTHEW | |
| | Cash Account | Amount |
| 100520 | 110 - General Fund 12/18/2014 Open | \$773.58 |
| | Accounts Payable | \$112.75 |
| | LORENZI, MARIE | |
| | Cash Account | Amount |
| 100521 | 110 - General Fund 12/18/2014 Open | \$112.75 |
| | Accounts Payable | \$300.00 |
| | LUBE N OIL | |
| | Cash Account | Amount |
| 100522 | 110 - General Fund 12/18/2014 Open | \$300.00 |
| | Accounts Payable | \$100.39 |
| | MEDEIROS, SCOTT | |
| | Cash Account | Amount |
| 100523 | 426 - Transit - Fixed Route 12/18/2014 Open | \$100.39 |
| | Accounts Payable | \$500.00 |
| | OROSCO, JUAN | |
| | Cash Account | Amount |
| 100524 | 110 - General Fund 12/18/2014 Open | \$500.00 |
| | Accounts Payable | \$40.00 |
| | PARMLEY, JOSEPH | |
| | Cash Account | Amount |
| 100525 | 110 - General Fund 12/18/2014 Open | \$40.00 |
| | Accounts Payable | \$50.00 |
| | PHILLIPS, YVETTE, R | |
| | Cash Account | Amount |
| 100526 | 420 - WATER 12/18/2014 Open | \$50.00 |
| | Accounts Payable | \$50.00 |
| | R.A.D. SYSTEMS | |
| | Cash Account | Amount |
| 100527 | 110 - General Fund 12/18/2014 Open | \$50.00 |
| | Accounts Payable | \$773.58 |
| | SOISETH, GARY | |
| | Cash Account | Amount |
| 100528 | 110 - General Fund 12/18/2014 Open | \$773.58 |
| | Accounts Payable | \$98.00 |
| | TRUJILLO, GUY | |
| | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$98.00 |

Payment Register

From Payment Date: 12/12/2014 - To Payment Date: 12/18/2014

100529 12/18/2014 Open 100530 12/18/2014 Open

Accounts Payable TURLOCK TRIATHLON CLUB, RUSSELL MAYFIELD \$225.00

Cash Account 110.11000 (Cash) UNITED KABABAYZN OF CENTRAL CALIF. \$500.00

110 - General Fund 12/18/2014 Open

Paying Fund 110.11000 (Cash) WHITE, FORREST \$773.58

110 - General Fund 12/18/2014 Open

Type Check Totals: 108 Transactions \$1,697,478.65

AP - Accounts Payable Totals

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
| | Open | 108 | \$1,697,478.65 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 108 | \$1,697,478.65 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|------------|-------|--------------------|-------------------|
| | Open | 108 | \$1,697,478.65 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 108 | \$1,697,478.65 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
| | Open | 108 | \$1,697,478.65 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 108 | \$1,697,478.65 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|------------|-------|--------------------|-------------------|
| | Open | 108 | \$1,697,478.65 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 108 | \$1,697,478.65 | \$0.00 |

Payment Register

From Payment Date: 1/2/2015 - To Payment Date: 1/8/2015

5A2



| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|-----------------------------|--------|-------------|----------------------------|------------------|----------------------------------|-----------------------|----------------------|------------|
| 100532 | 01/05/2015 | Open | | | Accounts Payable | COMBINED BENEFITS ADMIN- | \$8,440.24 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | | | |
| 100533 | 01/05/2015 | Open | | | Accounts Payable | COMBINED BENEFITS ADMIN/ | \$2,339.24 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | | | |
| 100534 | 01/05/2015 | Open | | | Accounts Payable | FARIA, JAMIE | \$242.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | | |
| 100535 | 01/05/2015 | Open | | | Accounts Payable | STANISLAUS CTY SHERIFF | \$410.81 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | | |
| 100536 | 01/05/2015 | Open | | | Accounts Payable | SUPPORT PAYMENT CLEARING | \$439.13 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | | |
| 100537 | 01/08/2015 | Open | | | Accounts Payable | A & A PORTABLES INC | \$172.29 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 301 - Capital Improvements | | | 301.11000 (Cash) | | | | | |
| 100538 | 01/08/2015 | Open | | | Accounts Payable | ABS DIRECT INC | \$5,300.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | | |
| 100539 | 01/08/2015 | Open | | | Accounts Payable | ALAMEDA CO SHERIFFS OFFICE | \$3,000.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | | |
| 100540 | 01/08/2015 | Open | | | Accounts Payable | ALL VALLEY SMOG INC | \$24.75 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | | |
| 100541 | 01/08/2015 | Open | | | Accounts Payable | AMERICAN MESSAGING | \$28.96 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | | |
| 100542 | 01/08/2015 | Open | | | Accounts Payable | AMERICAN MESSAGING | \$49.26 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | | |
| 100543 | 01/08/2015 | Open | | | Accounts Payable | AMERICAN REPROGRAPHICS CO LLC | \$274.44 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 502 - Engineering | | | 502.11000 (Cash) | | | | | |
| 100544 | 01/08/2015 | Open | | | Accounts Payable | ARMOR FIRE EXTINGUISHER | \$319.75 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | | |

Payment Register

From Payment Date: 1/2/2015 - To Payment Date: 1/8/2015

| | | | | | | | |
|--------|-----------------------------------|------------|------|------------------|---------------------------|--------|-------------|
| 100545 | 426 - Transit - Fixed Route | 01/08/2015 | Open | 426.11000 (Cash) | Accounts Payable | AT & T | \$36.00 |
| | Paying Fund | | | Cash Account | | | Amount |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$843.98 |
| 100546 | 01/08/2015 | Open | | Accounts Payable | AT&T INFO SYSTEM | | Amount |
| | Paying Fund | | | Cash Account | | | \$360.87 |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$4,290.94 |
| 100547 | 01/08/2015 | Open | | Accounts Payable | AT&T MOBILITY | | Amount |
| | Paying Fund | | | Cash Account | | | \$12.07 |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$3,387.38 |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$339.93 |
| | 501 - Information Technology | | | 501.11000 (Cash) | | | \$523.03 |
| | 502 - Engineering | | | 502.11000 (Cash) | | | \$40.60 |
| 100548 | 01/08/2015 | Open | | Accounts Payable | AVAYA INC | | Amount |
| | Paying Fund | | | Cash Account | | | \$12.07 |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$3,063.37 |
| 100549 | 01/08/2015 | Open | | Accounts Payable | CENTRAL VALLEY CONCRETE | | Amount |
| | Paying Fund | | | Cash Account | | | \$693.00 |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$2,370.37 |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$493.09 |
| 100550 | 01/08/2015 | Open | | Accounts Payable | CHAMPION INDUSTRIAL | | Amount |
| | Paying Fund | | | Cash Account | | | \$493.09 |
| | 501 - Information Technology | | | 501.11000 (Cash) | | | \$493.09 |
| 100551 | 01/08/2015 | Open | | Accounts Payable | CHARTER COMMUNICATIONS | | Amount |
| | Paying Fund | | | Cash Account | | | \$149.50 |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$92.48 |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$42.50 |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$165.00 |
| 100552 | 01/08/2015 | Open | | Accounts Payable | CLARK BROS INC | | Amount |
| | Paying Fund | | | Cash Account | | | \$88,230.00 |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$88,230.00 |
| 100553 | 01/08/2015 | Open | | Accounts Payable | COMBINED BENEFITS ADMIN C | | Amount |
| | Paying Fund | | | Cash Account | | | \$37,452.44 |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$37,452.44 |
| 100554 | 01/08/2015 | Open | | Accounts Payable | COSTCO | | Amount |
| | Paying Fund | | | Cash Account | | | \$1,321.80 |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$200.58 |
| | 265 - Fire Department Grants | | | 265.11000 (Cash) | | | \$811.20 |
| 100555 | 01/08/2015 | Open | | Accounts Payable | CPS HUMAN RESOURCE SVCS | | Amount |
| | Paying Fund | | | Cash Account | | | \$811.20 |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$811.20 |
| 100556 | 01/08/2015 | Open | | Accounts Payable | ENVIRONMENTAL SYSTEMS RES | | Amount |
| | Paying Fund | | | Cash Account | | | \$415.25 |

Payment Register

From Payment Date: 1/2/2015 - To Payment Date: 1/8/2015

| | | | | | | | | |
|--------|--|------|--|------------------|-----------------------------|--------|---|------------|
| 100557 | 110 - General Fund 01/08/2015 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | EQUIFAX | Amount | \$415.25 | \$49.99 |
| 100558 | 255 - CDBG 01/08/2015 Paying Fund | Open | 255.11000 (Cash) | Accounts Payable | FEDERAL EXPRESS | Amount | \$49.99 | \$172.85 |
| 100559 | 110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 01/08/2015 Paying Fund | Open | 110.11000 (Cash) 410.11000 (Cash) | Accounts Payable | HANEY CONCRETE | Amount | \$146.10 \$26.75 | \$818.15 |
| 100560 | 217 - Streets - Gas Tax 01/08/2015 Paying Fund | Open | 217.11000 (Cash) | Accounts Payable | HD SUPPLY WATERWORKS LTD | Amount | \$818.15 | \$2,503.40 |
| 100561 | 420 - WATER 01/08/2015 Paying Fund | Open | 420.11000 (Cash) | Accounts Payable | HUB INT'L OF CA INS SVC | Amount | \$2,503.40 | \$1,166.74 |
| 100562 | 110 - General Fund 01/08/2015 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | ITRON INC | Amount | \$1,166.74 | \$2,156.89 |
| 100563 | 420 - WATER 01/08/2015 Paying Fund | Open | 420.11000 (Cash) | Accounts Payable | KLEINFELDER INC | Amount | \$2,156.89 | \$3,166.00 |
| 100564 | 426 - Transit - Fixed Route 01/08/2015 Paying Fund | Open | 426.11000 (Cash) | Accounts Payable | MADRUGA BROS ENT INC | Amount | \$3,166.00 | \$315.00 |
| 100565 | 110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 01/08/2015 Paying Fund | Open | 110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 502.11000 (Cash) | Accounts Payable | MICROBIZ SECURITY COMPANY | Amount | \$252.00 \$45.50 \$14.00 \$3.50 | \$6,511.31 |
| 100566 | 110 - General Fund 01/08/2015 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | MO-CAL OFFICE SOLUTIONS INC | Amount | \$6,511.31 | \$562.14 |
| 100567 | 110 - General Fund 255 - CDBG 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 01/08/2015 Paying Fund | Open | 110.11000 (Cash) 255.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 502.11000 (Cash) | Accounts Payable | MOTOROLA INC | Amount | \$269.80 \$91.21 \$175.24 \$11.76 \$14.13 | \$268.26 |
| 100568 | 110 - General Fund 01/08/2015 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | NAPA AUTO PARTS | Amount | \$268.26 | \$226.51 |

Payment Register

From Payment Date: 1/2/2015 - To Payment Date: 1/8/2015

| Account | Description | Account | Amount |
|-----------------------------------|-----------------------------------|-----------------------------|------------|
| 110 - General Fund | 110.11000 (Cash) | | \$142.47 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | \$12.88 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | | \$71.16 |
| 01/08/2015 Open | Accounts Payable | NESTLE WATERS NORTH AMERICA | \$229.99 |
| 100569 | | | |
| | Paying Fund | Cash Account | Amount |
| | 110 - General Fund | 110.11000 (Cash) | \$10.11 |
| | 246 - Landscape Assessment | 246.11000 (Cash) | \$10.11 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$209.77 |
| 01/08/2015 Open | Accounts Payable | NEW WORLD SYSTEM CORP | \$2,953.50 |
| 100570 | | | |
| | Paying Fund | Cash Account | Amount |
| | 240 - Small Equipment Replacement | 240.11000 (Cash) | \$2,953.50 |
| 01/08/2015 Open | Accounts Payable | NEXT LEVEL PARTS INC | \$161.68 |
| 100571 | | | |
| | Paying Fund | Cash Account | Amount |
| | 110 - General Fund | 110.11000 (Cash) | \$41.91 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$119.77 |
| 01/08/2015 Open | Accounts Payable | P G & E | \$262.29 |
| 100572 | | | |
| | Paying Fund | Cash Account | Amount |
| | 110 - General Fund | 110.11000 (Cash) | \$262.29 |
| 01/08/2015 Open | Accounts Payable | PACE SUPPLY CORPORATION | \$1,298.19 |
| 100573 | | | |
| | Paying Fund | Cash Account | Amount |
| | 420 - WATER | 420.11000 (Cash) | \$1,298.19 |
| 01/08/2015 Open | Accounts Payable | PACIFIC STORAGE COMPANY | \$200.00 |
| 100574 | | | |
| | Paying Fund | Cash Account | Amount |
| | 110 - General Fund | 110.11000 (Cash) | \$200.00 |
| 01/08/2015 Open | Accounts Payable | PROTECH SECURITY/ELEC INC | \$70.00 |
| 100575 | | | |
| | Paying Fund | Cash Account | Amount |
| | 110 - General Fund | 110.11000 (Cash) | \$70.00 |
| 01/08/2015 Open | Accounts Payable | QUAD KNOPF INC | \$1,451.52 |
| 100576 | | | |
| | Paying Fund | Cash Account | Amount |
| | 305 - Capital Facility Fees | 305.11000 (Cash) | \$1,451.52 |
| 01/08/2015 Open | Accounts Payable | R & B COMPANY | \$787.16 |
| 100577 | | | |
| | Paying Fund | Cash Account | Amount |
| | 420 - WATER | 420.11000 (Cash) | \$787.16 |
| 01/08/2015 Open | Accounts Payable | RANDIK PAPER CO | \$301.18 |
| 100578 | | | |
| | Paying Fund | Cash Account | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$301.18 |
| 01/08/2015 Open | Accounts Payable | SAFE-T-LITE CO INC | \$140.06 |
| 100579 | | | |
| | Paying Fund | Cash Account | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$140.06 |
| 01/08/2015 Open | Accounts Payable | SAFETY-KLEEN CORPORATION | \$141.04 |
| 100580 | | | |
| | Paying Fund | Cash Account | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$141.04 |
| 01/08/2015 Open | Accounts Payable | SHELL FLEET PLUS | \$657.60 |
| 100581 | | | |

Payment Register

From Payment Date: 1/2/2015 - To Payment Date: 1/8/2015

| Paying Fund | Cash Account | Amount |
|---------------------------------------|---------------------------|--------------|
| 110 - General Fund | 110.11000 (Cash) | \$561.45 |
| 201 - Asset Forfeiture | 201.11000 (Cash) | \$96.15 |
| 01/08/2015 Open | Accounts Payable | \$99.02 |
| 100582 | SHORE CHEMICAL COMPANY | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$99.02 |
| 01/08/2015 Open | Accounts Payable | \$2,720.50 |
| 100583 | SIERRA CHEMICAL CO | |
| Paying Fund | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$2,720.50 |
| 01/08/2015 Open | Accounts Payable | \$411.67 |
| 100584 | SOUTHWEST SCHOOL & | |
| Paying Fund | Cash Account | Amount |
| 270 - Recreation Grants | 270.11000 (Cash) | \$411.67 |
| 01/08/2015 Open | Accounts Payable | \$799.63 |
| 100585 | SPRINT | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$273.07 |
| 205 - Sports Facilities | 205.11000 (Cash) | \$62.86 |
| 217 - Streets - Gas Tax | 217.11000 (Cash) | \$118.36 |
| 246 - Landscape Assessment | 246.11000 (Cash) | \$20.19 |
| 270 - Recreation Grants | 270.11000 (Cash) | \$22.57 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$148.69 |
| 420 - WATER | 420.11000 (Cash) | \$114.06 |
| 505 - Fleet | 505.11000 (Cash) | \$39.83 |
| 01/08/2015 Open | Accounts Payable | \$16,862.16 |
| 100586 | SUNGARD PUBLIC SECTOR INC | |
| Paying Fund | Cash Account | Amount |
| 116 - Special Public Safety | 116.11000 (Cash) | \$16,862.16 |
| 01/08/2015 Open | Accounts Payable | \$54,987.34 |
| 100587 | T I D | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$3,284.99 |
| 205 - Sports Facilities | 205.11000 (Cash) | \$1,261.39 |
| 216 - Streets - Local Transportation | 216.11000 (Cash) | \$3,171.92 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$7,991.62 |
| 420 - WATER | 420.11000 (Cash) | \$35,319.44 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | \$530.90 |
| 505 - Fleet | 505.11000 (Cash) | \$3,427.08 |
| 01/08/2015 Open | Accounts Payable | \$239,390.15 |
| 100588 | TEICHERT CONSTRUCTION INC | |
| Paying Fund | Cash Account | Amount |
| 215 - Streets - Grant Funded Projects | 215.11000 (Cash) | \$239,390.15 |
| 01/08/2015 Open | Accounts Payable | \$519.64 |
| 100589 | TOWER ENTERPRISE | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$519.64 |
| 01/08/2015 Open | Accounts Payable | \$260.25 |
| 100590 | TURLOCK CITY TOW INC | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$260.25 |
| 01/08/2015 Open | Accounts Payable | \$2,037.50 |
| 100591 | TURLOCK DOWNTOWN & | |

Payment Register

From Payment Date: 1/2/2015 - To Payment Date: 1/8/2015

| Paying Fund | Cash Account | Amount |
|-----------------------------------|---------------------------|--------------|
| 110 - General Fund | 110.11000 (Cash) | \$2,037.50 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | TURLOCK JOURNAL | \$3,669.00 |
| 110 - General Fund | 110.11000 (Cash) | \$3,669.00 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | TURLOCK SCAVENGER/SWEEPIN | \$19,931.50 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$19,931.50 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | UNIVAR USA INC | \$15,584.51 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$15,584.51 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | VERIZON WIRELESS | \$565.35 |
| 110 - General Fund | 110.11000 (Cash) | \$26.01 |
| 405 - Building | 405.11000 (Cash) | \$87.64 |
| 502 - Engineering | 502.11000 (Cash) | \$451.70 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | WEST STEEL & PLASTIC | \$196.05 |
| 110 - General Fund | 110.11000 (Cash) | \$196.05 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | ZAP MFG INC | \$1,082.57 |
| 226 - Traffic Tax | 226.11000 (Cash) | \$1,082.57 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | JACOB, MATTHEW | \$161.55 |
| 110 - General Fund | 110.11000 (Cash) | \$161.55 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | NASCIMENTO, STEVEN | \$161.55 |
| 110 - General Fund | 110.11000 (Cash) | \$161.55 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | Ortega, Antonio, Sanchez | \$38.63 |
| 257 - State HOME Funds | 257.11000 (Cash) | \$38.63 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | SOISETH, GARY | \$131.55 |
| 110 - General Fund | 110.11000 (Cash) | \$131.55 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | WASDEN, ROY | \$182.66 |
| 110 - General Fund | 110.11000 (Cash) | \$182.66 |
| 01/08/2015 Open | Accounts Payable | |
| Paying Fund | WASDEN, ROY | \$135.06 |
| 110 - General Fund | 110.11000 (Cash) | \$135.06 |
| 72 Transactions | | \$545,485.23 |
| Type Check Totals: | | |
| AP - Accounts Payable Totals | | |

Checks Status Count Transaction Amount Reconciled Amount

Payment Register

From Payment Date: 1/2/2015 - To Payment Date: 1/8/2015

| | | | |
|--------------|-----------|---------------------|---------------|
| Open | 72 | \$545,485.23 | \$0.00 |
| Reconciled | 0 | \$0.00 | \$0.00 |
| Voided | 0 | \$0.00 | \$0.00 |
| Stopped | 0 | \$0.00 | \$0.00 |
| Total | 72 | \$545,485.23 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
| | Open | 72 | \$545,485.23 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 72 | \$545,485.23 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 72 | \$545,485.23 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 72 | \$545,485.23 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
| | Open | 72 | \$545,485.23 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 72 | \$545,485.23 | \$0.00 |

JANUARY 17, 2015
9:00 a.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

1. **CALL TO ORDER** - Mayor Soiseth called the meeting to order at approximately 9:00 a.m.
PRESENT: Councilmembers Amy Bublak (*by teleconference until 9:58 a.m.*), Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
ABSENT: None

Mayor Soiseth introduced himself and spoke regarding the upcoming workshops as an effort to create an era of accountability, measurable goals, and "out of the box" thinking.

Additional Council discussion included the importance of the meetings, representing the priorities of the community, providing clear direction, public perception, accountability, technology, and quality of life issues.

2. **PUBLIC PARTICIPATION:** Mayor Soiseth announced public participation would be allowed during and after discussion of the Strategic Planning discussion.
3. **STRATEGIC PLANNING DISCUSSION** – Council will review the 2013-2015 Strategic Plan which will include discussions pertaining to Police Services, Fire Services, Municipal Services, Development Services, Parks, Recreation and Public Facilities Services, FY 2014-15 General and Non-General Fund Budgets. Additionally, Council discussion will include preparation of the 2015-2017 Strategic Plan and FY 2015-2016 Budget, upcoming community workshops, key issues, and any other matter that may fall within the jurisdiction of the Council.

City Manager Roy Wasden introduced the discussion.

EFFECTIVE LEADERSHIP

Council and staff discussion regarding Strategic Plan Policy Initiative "Effective Leadership" included the importance of succession planning through the development of our leaders, customer service, cross collaboration, and the importance of being open to new ideas and change. It was recommended to move Item 10, "Be open to new ideas/change" (*standards list – page 6 of Strategic Plan*) to the third standard, and to include a new standard of Succession Planning.

FISCAL RESPONSIBILITY

Council and staff discussion regarding Strategic Plan Policy Initiative "Fiscal Responsibility" included specificity of timelines and measurable achievements, association of budget balance and delivery of services, potential support for half-cent sales tax initiative through Stanislaus County in the next election, the importance of meeting goals, the reserve balance, possible implementation of multi-year budgets, and pressures of health and retirement costs.

PUBLIC SAFETY FIRE DEPARTMENT

Fire Chief Tim Lohman spoke regarding Turlock Fire Department Goals, including the importance of customer service, staffing, grant opportunities, response times, collaboration with the Police Department to maximize effectiveness, the pursuit of technology opportunities to

DRAFT

deliver better service, desire to bring back public education programs in the future, addition of Neighborhood Services and activity with homelessness and graffiti abatement, and future opportunities associated with pre-hospital emergency care.

Council and staff discussion included further discussion of advantages and costs of moving from a basic life support department to an advanced life support department, associated reimbursement opportunities, and capital expenditure budgeting.

Councilmember Bublak ended her teleconference participation in the meeting at 9:58 a.m.

PUBLIC SAFETY POLICE DEPARTMENT

Police Chief Robert Jackson spoke regarding Turlock Police Department Goals, including maintaining the level of professionalism, serving the community, working on efficiencies, staffing with an emphasis on gangs and crime prevention, upcoming challenges of prison realignment, technological demands, social media, the perception of law enforcement and potential related impacts, and infrastructure projects such as a new radio system and records management system. He also spoke regarding the need to explore regional partnerships, possible additions of a canine unit and crime analyst program, enhancing the School Resource Officer program, and a continued relationship with CSU Stanislaus.

Vernon Price, a homeless advocate spoke regarding clinicians riding with local municipalities to help with addressing the needs of the homeless and building trust levels between police and the community.

MUNICIPAL INFRASTRUCTURE

Municipal Services Director Michael Cook spoke regarding Municipal Infrastructure, including current deficiencies, issues related to growth, identifying maintaining adequate capacity as their main goal, future challenges of water treatment, future infrastructure investments, completion of a Sewer Master Plan to form a basis for infrastructure needs and fees, street light issues, working with TID on the current rate structure, solid waste, fleet maintenance, and the future of groundwater.

Council and staff discussion included an overview of the costs associated with the Regional Surface Water Project, challenges associated with providing recycled water to TID, the Harding Drain Bypass, and securing water rights.

Mr. Cooke also spoke regarding departmental issues involving staffing, succession planning solutions including interim promotions, out-of-class pay and apprenticeships, providing timely information to customers, technology enhancements for improved customer service in utility billing, work pattern efficiencies, and infrastructure challenges. Additionally, Mr. Cooke spoke regarding future plans to update the Water Master Plan, Storm and Sewer Master Plan EIRs, recapture storm water, groundwater recharge, providing offset water to TID during irrigation season, access to TID Lateral 3 for storm water, and policy issues related to the North Valley Recycled Water Project, Sustainable Groundwater Management Act, water conservation, and solid waste.

Additional Council and staff discussion included providing additional water use information to customers, groundwater issues related to contaminants, water rate increases, and drought issues.

MUNICIPAL SERVICES

Development Services Director Mike Pitcock spoke regarding Municipal Services, including their emphasis on customer service, fine tuning their processes, overcoming past perceptions related to customer service, and identifying Municipal Services as being the economic engine of the City. Mr. Pitcock noted challenges of current staffing levels as permits and development projects increase, our deteriorating road system and lack of funding, and increasing ridership of the transit system. Future goals included continued encouragement of customer service and interaction, minimizing costs, and adding new technology to increase efficiencies related to submission of building plans.

Mr. Pitcock also spoke regarding the Strategic Plan Municipal Infrastructure goals, including county islands, enhancing the West Side area of Turlock, storm drainage, and streets and roadways with an emphasis on West Main Street. He also spoke regarding a Northeast Expressway Plan Line Study, Citywide Bicycle Master Plan, Capital Replacement Program, interchanges and related funding, and assessment districts.

Council and staff discussion included assessment districts, the importance of a holistic approach in making an investment in the West Side of Turlock, beautification plans and securing associated funding, the potential/process involved in bringing county islands into the City, Community Facilities Districts, and funding required to improve our road system.

Mayor Soiseth recessed the meeting at 12:14 p.m.

Mayor Soiseth reconvened the meeting at 12:47 p.m.

ECONOMIC DEVELOPMENT

Assistant to the City Manager for Economic Development/Housing Services Maryn Pitt spoke regarding Economic Development, including work completed through the Mayor's Economic Development Task Force that looked at business attraction, business retention, and business marketing, the redefined Alliance relationship, the importance of Economic Development as a driver of revenue and quality of life, marketing, support and activities such as hiring events and sales tax visits. Ms. Pitt provided a sales tax update and budget projections, spoke of unemployment and strategies to improve employment opportunities, and the importance of internal and external collaboration.

Council and staff discussion included unemployment/underemployment and strategies such as training, education, non-traditional and certificate programs, and marketing Turlock as the "Silicon Valley of Agriculture."

Ms. Pitt also spoke regarding her representation to the Turlock Downtown Property Owners Association, Convention & Visitors Bureau, and the Stanislaus County Economic Development Advisory Committee. She spoke about revisiting the Turlock Partnership Incentive Program and the necessity of master planning for future growth as the Turlock Regional Industrial Plan Area nears capacity.

Diana Lynn Kaysen spoke regarding the challenges and needs of the disabled, homeless, unemployed and underemployed, her involvement on the Mayor's Economic Development Task Force (MEDTF). Ms. Kaysen asked that other MEDTF members be invited to participate in future business development opportunities. She also requested that there be fixed items on Council agendas where business representatives and the disadvantaged (disabled, homeless, impoverished, underemployed, unemployed, etc.) could voice their needs/concerns. Ms. Kaysen spoke regarding the need for regular part-time employment opportunities and the need for the return of the EDD office to Turlock.

Vernon Price spoke regarding the positive reports from staff.

INTELLIGENT, PLANNED, MANAGED GROWTH

Development Services Director Mike Pitcock spoke regarding Strategic Plan Goals related to Intelligent, Planned, Managed Growth, including continued adherence to the General Plan, ensuring that new growth pays for itself, senior and low income housing, in-fill development with an emphasis on the downtown area, the South County Corridor, and removing barriers associated with continued growth development.

Mr. Pitcock also spoke regarding Strategic Plan Actions, including adoption of updates to the Northwest Triangle Specific Plan, East Tuolumne Master Plan and Parks Master Plan.

Council and staff discussion included retention of structures in historical areas, walkability, mixed use development, vitality of downtown area, and potential financing struggles.

SOCIAL INFRASTRUCTURE – HOUSING RESOURCES

Assistant to the City Manager for Economic Development/Housing Services Maryn Pitt spoke regarding Strategic Plan Goals related to Social Infrastructure – Housing Resources. Ms. Pitt provided an overview of Housing programs, including development of a regional plan, HOME Consortium, leveraging resources, and dealing with homelessness and transitional issues related to homelessness. Ms. Pitt also spoke regarding the Avena Bella low income housing project, Mobile Home Park Subsidy Program, Neighborhood Stabilization Program, and ideas including future affordable housing projects and securing grant funding for potential curb, gutter and sidewalk programs.

COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Parks, Recreation & Public Facilities Director Allison Van Guilder spoke regarding Strategic Plan Goals related to Community Programs, Facilities and Infrastructure, including enhancing the quality of life in Turlock.

In regard to community infrastructure, Ms. Van Guilder spoke regarding the Sidewalk Repair program, Urban Forrest program, public buildings, a future feasibility study to identify the types of facilities desired by Turlock's residents and associated funding. Ms. Van Guilder spoke regarding community programs including challenges with aging facilities, partnerships with other entities/agencies, afterschool programs, staff training, the strong sports programs offered at Turlock's sports complexes, community partnerships, and the importance of leveraging resources. Additionally, Ms. Van Guilder spoke regarding tourism and community collaboration, grant funding, accessibility of programs, and the positive impact recreation programs have on a

young person's development. Significant challenges noted were aging facilities, the need for more resources, safety and liability, and the airport.

Council and staff discussion included the value of recreation programs and parks, goals, making a connection between recreation and public safety, and the value the Parks, Recreation & Public Facilities team brings to the community.

4. ADJOURNMENT:

Mayor Soiseth adjourned the meeting at 2:55 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

-
1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 6:00 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento,
and Mayor Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG: Girl Scout Troop 3289 led the Salute to the American Flag.

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:** None

3. **A. SPECIAL BRIEFINGS:** None

B. STAFF UPDATES

1. Municipal Services Director Michael Cooke provided a 2014 Water Use Report which included City of Turlock 2013-14 water production statistics, a historical perspective on water production, 2013-14 residential water use statistics, Turlock water usage comparisons to statewide averages, proposed ordinance changes related to conservation, and concerns over well production and declining groundwater levels.

C. PUBLIC PARTICIPATION

Vernon Price spoke regarding his appreciation to Mayor Soiseth for attending the U.S. Conference of Mayors meeting held in Washington, D.C., working together to provide for a better community, community policing recommendations, building community and police trust, the Homeless Challenge Project, and homeless voting rights.

Turlock Librarian Diane Bartlett provided an update on current programs including story times, crafts, Lego day, "One Thousand Books Before Kindergarten" program, teen programs, an adult book club, and an upcoming chocolate tasting event. Ms. Bartlett also spoke regarding the need for a new library facility due to limited space.

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

B. 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:**

Councilmember DeHart requested that Item 5E be removed for separate consideration.

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, to adopt the amended consent calendar. Motion carried 5/0 by the following vote:

| Councilmember DeHart | Councilmember Nascimento | Councilmember Bublak | Councilmember Jacob | Mayor Soiseth |
|----------------------|--------------------------|----------------------|---------------------|---------------|
| Yes | Yes | Yes | Yes | Yes |

- A. **Resolution No. 2015-011** Accepting Demands of 12/4/14 in the amount of \$978,504.89; Demands of 12/11/14 in the amount of \$784,263.70; Demands of 12/18/14 in the amount of \$1,697,478.65
- B. Motion: Accepting Minutes of Regular Meeting of January 13, 2015
- C. 1. Motion: Approving Contract Change Order No. 3 (Final) in the amount of \$3,613.67 (Fund 217) for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," bringing the contract total to \$1,144,890.23
2. Motion: Accepting improvements for City Project No. 10-65, "Rehabilitation of Golden State Boulevard and West Main Street," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Accepting improvements for City Project No. 14-41, "Rube Boesch Center HVAC Improvements," and authorizing the City Engineer to file a Notice of Completion
- E. *Removed for separate consideration.*
- F. Motion: Approving a Professional Services Agreement between the City of Turlock and Erier and Kalinowski, Inc. (EKI), for the preparation of a Treatment or Alternative Salinity Reduction Workplan for the Turlock Regional Water Quality Control Facility, in an amount not to exceed \$42,900, from Fund 410-51-530.43316 "NPDES Permit Studies"
- G. 1. Motion: Authorizing the City Manager to execute a software license agreement with Nitro Software, Inc., to renew an existing thirty-two (32) licenses in the amount of \$778.56 and purchasing sixteen (16) new user licenses in the amount of \$1,981.04
2. **Resolution No. 2015-012** Authorizing the City Manager to initiate renewals annually with Nitro Software, Inc.
- H. **Resolution No. 2015-013** Appropriating \$1,500 to account number 266-20-255-350.44001_000 "Supplies-General" from Fund 266 "Police Services Grants-OTS Vehicle Impound" reserve balance for a software upgrade, equipment, radar calibration and supplies
- I. 1. Motion: Authorizing the City Manager to execute a maintenance agreement with NetMotion Wireless, to provide wireless connectivity maintenance on one hundred and two (102) devices for a period of three (3) years, effective June 27, 2014 to June 26, 2017, in an amount not to exceed \$9,168
2. **Resolution No. 2015-014** Authorizing the City Manager to initiate renewals as necessary with NetMotion Wireless
- J. 1. Motion: Authorizing the City Manager to execute a maintenance agreement with Advanced Public Safety, to provide support and maintenance on thirteen (13) PocketCitation devices, used by the Turlock Police Department, in the amount of \$4,249.20
2. **Resolution No. 2015-015** Authorizing the City Manager to initiate renewals annually with Advanced Public Safety
- K. **Resolution No. 2015-016** Rescinding Resolution No. 2007-242 and approving the use of facsimile signatures on specific accounts at Westamerica Bank

- L. **Resolution No. 2015-017** Rescinding Resolution No. 2011-108 and designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank
- M. **Resolution No. 2015-018** Approving an agreement appointing U.S. Bank National Association Dissemination Agent for the City of Turlock in connection with the Turlock Public Financing Authority, Sewer Revenue Bonds Series 2012
- N. Motion: Authorizing the City Manager to correct page 8 of the TMAPS Memorandum of Understanding Resolution No. 2014-165 adopted on 10/14/14
- O. **Resolution No. 2015-019** Rescinding Resolution No. 2014-164 and adopting a revised Memorandum of Understanding between the City of Turlock and Turlock City Employees Association (TCEA) covering the period July 1, 2014 through October 31, 2017 and adding Master's Degree Pay language to Section 10:05
- P. Motion: Rejecting Claim for Damages filed by Steven Singh

Items 5E Development Services Director Mike Pitcock presented the staff report on the request to approve a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2014-15 in the amount of \$989,167 and adjusting the Projected Local Transportation Revenue in Fund 216 to current StanCOG estimates.

Council and staff discussion included clarification of funding and use of funding.

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

Action: **Resolution No. 2015-020** Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2014-15 in the amount of \$989,167 and adjusting the Projected Local Transportation Revenue in Fund 216 to current StanCOG estimates was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

| Councilmember DeHart | Councilmember Nascimento | Councilmember Bublak | Councilmember Jacob | Mayor Soiseth |
|----------------------|--------------------------|----------------------|---------------------|---------------|
| Yes | Yes | Yes | Yes | Yes |

6. **FINAL READINGS:** None

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

Action: Resolution No. 2015-021 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 Jacob | Mayor Soiseth |
| Yes | Yes | Yes | Yes | Yes |

B. *This item was continued from the November 18, 2014 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 Turlock Municipal Code Title 7, Chapter 4, by adding Article 2 regarding excavations.

Council and staff discussion included clarification on fees, fines, and moratorium and warranty issues.

Mayor Soiseth opened the public hearing.

Milt Trieweiler spoke regarding recommended fees covering necessary repairs.

Mayor Soiseth closed the public hearing.

Additional Council discussion included allowing private developers to enter into warranty agreements and the inclusion of roadway cutting information being included in future capital project and building activity updates.

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, Amending Turlock Municipal Code Title 7, Chapter 4, by adding Article 2 regarding Excavations (with clarification language to be provided by the City Attorney to Section 7-4-207 related to providing Pavement and Concrete Life Performance Warranty agreement opportunities for developers other than public utility companies), and setting the final reading for February 10, 2015. Motion carried 5/0 by the following vote:

| | | | | |
|----------------------|--------------------------|----------------------|---------------------|---------------|
| Councilmember DeHart | Councilmember Nascimento | Councilmember Bublak | Councilmember Jacob | Mayor Soiseth |
| Yes | Yes | Yes | Yes | Yes |

Mayor Soiseth advised the Resolution Establishing a Trench Restoration Fund and Trench Restoration Fees in accordance with Turlock Municipal Code Title 7, Chapter 4, Article 2, would be considered at the February 10, 2015 meeting following approval of the Ordinance.

8. SCHEDULED MATTERS:

A. Accountant II Nadine Silva presented the staff report on the request to authorize the City Manager to enter into a contract for banking services with West America Bank for three (3) years through January 31, 2018, in an amount not to exceed \$216,000 per year.

Westamerica Bank Regional Vice-President Robert Baker spoke in favor of the agreement and thanked Council and staff for continuing the longstanding relationship with the City of Turlock.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Authorizing the City Manager to enter into a contract for banking services with West America Bank for three (3) years through January 31, 2018, in an amount not to exceed \$216,000 per year. Motion carried 5/0 by the following vote:

| Councilmember DeHart | Councilmember Nascimento | Councilmember Bublak | Councilmember Jacob | Mayor Soiseth |
|----------------------|--------------------------|----------------------|---------------------|---------------|
| Yes | Yes | Yes | Yes | Yes |

- B. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to adopt a policy prohibiting the use of tobacco, including vapor related products and electronic cigarettes in all public parks, facilities and adjacent public parking lots in the City of Turlock.

Girl Scout Troop 3289 spoke in support of the item and provided statistical information about the detriments of tobacco use.

Ken Fitzgerald of the Stanislaus County Office of Education spoke regarding the Smoke Free Initiative and in support of the prohibition of the use of tobacco in all public parks, facilities and adjacent public parking lots in the City of Turlock. Mr. Fitzgerald congratulated the Girl Scouts on their advocacy and leadership on the issue.

Council discussion included staffing considerations in regard to enforcement of the prohibition, signage being the main tool for education and enforcement, and trends of other cities related to banning e-cigarettes.

Mayor Soiseth asked for public comment.

Milt Trieweiler spoke in favor of the ban for reasons including the harmful chemicals that are contained in cigarettes.

Vernon Price spoke regarding accountability and responsibility in regard to smoking in public areas, the personal rights of smokers, and asked the Council to take both sides into consideration.

Mayor Soiseth closed public comment.

Additional Council discussion included the use of smokeless tobacco, concerns over infringing on an individual's right to use smokeless tobacco, and the importance of creating "community" and a safe space to enjoy City parks.

Action: **Resolution No. 2015-022** Adopting a policy prohibiting the use of tobacco, including vapor related products and electronic cigarettes in all public parks, public facilities and adjacent public parking lots in the City of Turlock was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

| | | | | |
|----------------------|--------------------------|----------------------|---------------------|---------------|
| Councilmember DeHart | Councilmember Nascimento | Councilmember Bublak | Councilmember Jacob | Mayor Soiseth |
| Yes | Yes | Yes | Yes | Yes |

C. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to approve the transfer of \$24,000 from account number 110-61-630.38001_004 "Transfer in from Fund 116 (PD) for Prevention Services" to account number 270-61-635-391.38001_004 "Transfer in from Fund 116 (PD) for Youth Prevention Programs" funded by the budgeted transfer of funds from Fund 116 "Special Public Safety" reserve balance for PAL youth prevention programs and activities.

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

Action: **Resolution No. 2015-023** Approving the transfer of \$24,000 from account number 110-61-630.38001_004 "Transfer in from Fund 116 (PD) for Prevention Services" to account number 270-61-635-391.38001_004 "Transfer in from Fund 116 (PD) for Youth Prevention Programs" funded by the budgeted transfer of funds from Fund 116 "Special Public Safety" reserve balance for PAL youth prevention programs and activities was introduced by Councilmember DeHart, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

| | | | | |
|----------------------|--------------------------|----------------------|---------------------|---------------|
| Councilmember DeHart | Councilmember Nascimento | Councilmember Bublak | Councilmember Jacob | Mayor Soiseth |
| Yes | Yes | Yes | Yes | Yes |

D. City Manager Roy Wasden presented the staff report on the request to receive the 2014-15 Mid-Year Budget Review and provided a budget format overview.

Mr. Wasden introduced Marie Lorenzi who provided information regarding General Fund Revenues for Fiscal Year End 2013-14, a comparison of 2013-14 General Fund Revenue with 2006-07 General Fund Revenue, and an overview of General Fund Revenue for the 2014-15 Fiscal Year Budget.

City Manager Roy Wasden presented the Fiscal Year 2014-15 General Fund Expenses for Administration, including that Administration is operating well within the projected budget. Mr. Wasden spoke regarding capital improvement budgeting and provided information on Non-General Fund budgets related to workers compensation, health care, and casualty insurance fund.

Police Chief Robert Jackson spoke regarding the Fiscal Year 2014-15 General Fund Expenses for Police and provided information about staffing, overtime expenses, building maintenance costs of the Public Safety Center, equipment purchases, employee cash-outs, and maintenance contract costs.

Fire Chief Tim Lohman spoke regarding the Fiscal Year 2014-15 General Fund Expenses for Neighborhood Services and Fire and provided information about salary savings in Neighborhood Services and fuel cost increases. Chief Lohman provided information regarding the Fire budget, including salaries and benefits, overtime costs for making up vacancies, and equipment purchases.

Parks, Recreation & Public Facility Director Allison Van Guilder spoke regarding the Fiscal Year 2014-15 General Fund Expenses for Parks, Recreation & Public Facilities, including that budget expenditures are on track with no major issues anticipated through the end of the fiscal year. Ms. Van Guilder also provided information about programs and services, and the Non-General Fund budget including City parks, sports facilities, gas tax funds, landscape assessment.

Municipal Services Director Michael Cooke spoke regarding the Fiscal Year 2014-15 General Fund Expenses for Municipal Services and provided information regarding integrated waste management, industrial water use being up due to economic development, cost saving efforts, debt repayment, future budgetary concerns over water treatment costs, completed and future capital projects, and the Fleet Maintenance budget.

Development Services Director Mike Pitcock spoke regarding the Fiscal Year 2014-15 General Fund Expenses for Development Services and provided information about staffing levels and his plan for a future request to hire an additional full-time employee to keep the front counter open on a full-time basis. Mr. Pitcock provided an overview of the Planning, Engineering and Building Department budgets and plans to being repayment of General Fund debt.

Assistant to the City Manager for Economic Development and Housing Program Services spoke regarding the Fiscal Year 2014-15 General Fund Expenses for Housing Services and provided information about their high level of federal funding and management of Federal and State programs. Ms. Pitt spoke regarding issues related to administrative fees, expenditure timeliness deadlines, and provided an overview of Housing programs and services.

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

Mayor Soiseth announced his intention of appointing two members of the City Council to a budget subcommittee to complete a line-by-line review of the budget. Mayor Soiseth noted that subcommittee appointments will be made at the February 10, 2015 meeting and that the meetings will be open to the public.

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Receiving the 2014-15 Mid-Year Budget Review. Motion carried 5/0 by the following vote:

| Councilmember DeHart | Councilmember Nascimento | Councilmember Bublak | Councilmember Jacob | Mayor Soiseth |
|----------------------|--------------------------|----------------------|---------------------|---------------|
| Yes | Yes | Yes | Yes | Yes |

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Bublak requested future consideration for discussion of the use of police resources regarding aggressive panhandling activities in Turlock.

Mayor Soiseth requested future consideration that as the budget is examined throughout the upcoming workshops, that Council and staff be critical of every line item expenditure, including the competitiveness of contracts. He advised that at the next meeting he will bring forward an agenda item to begin the 90-day process for termination of the current Convention & Visitors Bureau contract and provide direction to staff to begin the request for proposal (RPF) process to initiate a new contract for those services.

10. COUNCIL COMMENTS:

Councilmember Bublak commented on the recent "Best of Turlock" event, including that it was an amazing and humbling event. Councilmember Bublak also noted her attendance at the 1st Valley Hackathon that highlighted high quality programmers from the Central Valley.

Mayor Soiseth spoke regarding his attendance at the recent U.S. Conference of Mayors Winter Meeting and the activities in which he participated, including lectures and seminars designed to make cities more livable, his appointments to the Community & Housing, the Water Council, and the Task Force on Veterans Affairs standing committees, meeting with U.S. Congressman Jeff Denham. Mayor Soiseth noted he will be attending the next U.S. Conference of Mayors Annual Meeting in San Francisco, California, in June 2015.

Mayor Soiseth also commented that he will be giving four different State of the City messages, including addresses to City staff on February 12, 2015 at 7:00 a.m., Covenant Village on February 12, 2015 at 6:00 p.m., Turlock Joint Noon on February 17, 2015, and at the annual Chamber Membership Breakfast on February 18, 2015, at 7:30 a.m.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember Jacob, to adjourn at 8:51 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



5C

**Council
Synopsis**

February 10, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to sign all documents related to the dedication of an Electrical Easement to the Turlock Irrigation District at 801 S. Walnut Road, "Turlock Regional Water Quality Control Facility" property (APN: 044-010-028)

2. DISCUSSION OF ISSUE:

Turlock Irrigation District is currently reconstructing the overhead electrical facilities on Walnut Road adjacent to the Turlock Regional Water Control Facility. The new electrical facilities are being installed generally in the same alignment as the previous electrical facilities. During the planning and design of this project it was discovered that Turlock Irrigation District did not have an easement for these facilities on record. Staff has determined that this was an oversight and the intended use would have been consistent with the current practices.

City of Turlock staff and Turlock Irrigation District staff have produced the document necessary to create this Electrical Easement. This Electrical Easement will be recorded with the Stanislaus County Recorder and will provide Turlock Irrigation District the authority to construct and maintain the facilities in this area. See attached Exhibit.

3. BASIS FOR RECOMMENDATION:

A) The City Council must authorize the City Manager to sign all documents related to a modification or an encumbrance on City-owned property.

4. FISCAL IMPACT:

The dedication of this easement to Turlock Irrigation District is an effort to document the intentions of the past. Therefore, no exchange of funds will occur to complete the dedication of the easement.

5. CITY MANAGER'S COMMENTS:

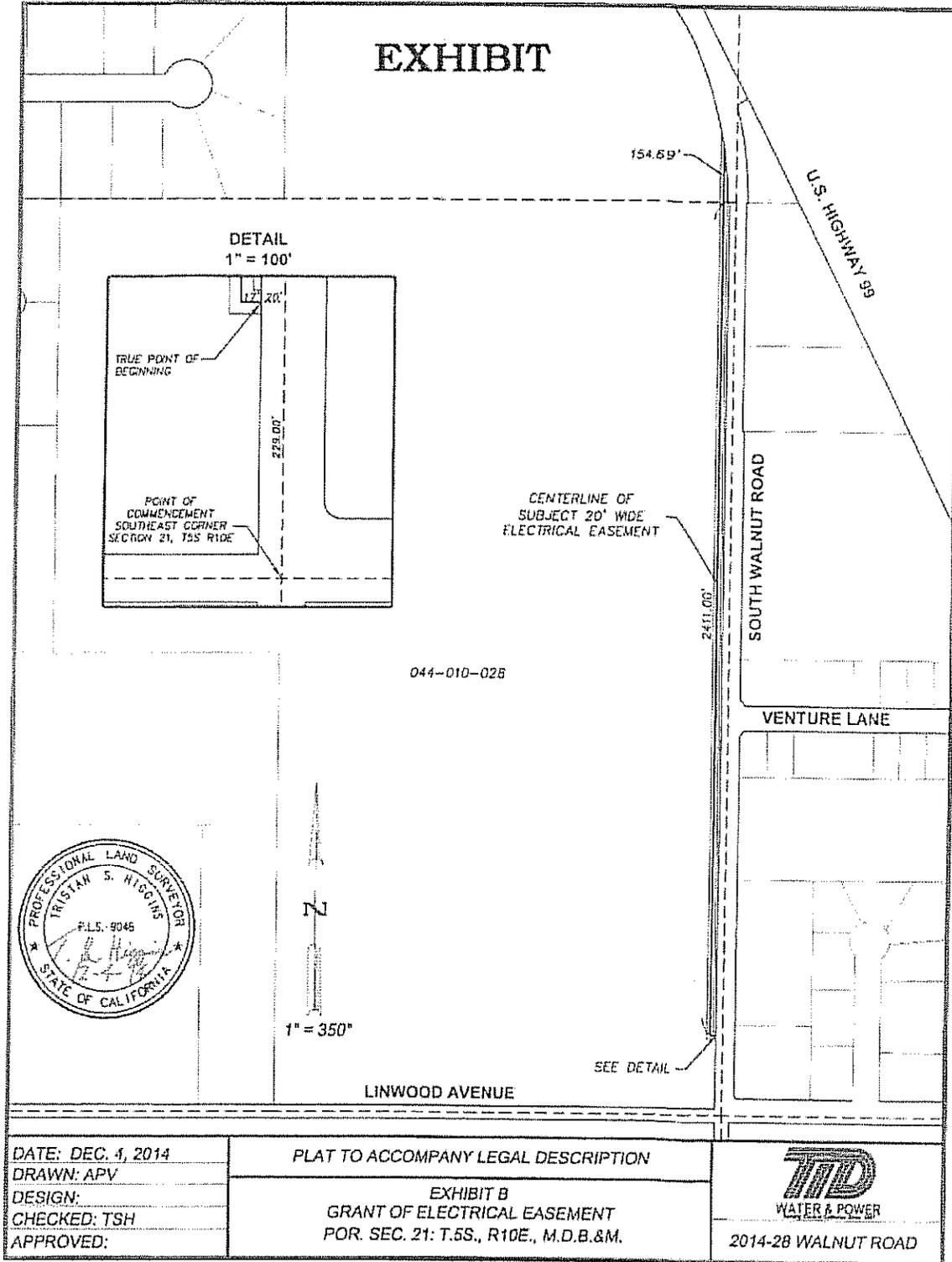
Recommend approval.

6. ENVIRONMENTAL DETERMINATION

Not applicable.

7. ALTERNATIVES

- A). Deny the City Manager authorization to sign the documents related to this activity. Staff does not recommend this as the dedication will correct an oversight of the past to allow the use for the intended purposes.



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
THE CITY MANAGER TO SIGN ALL }
DOCUMENTS RELATED TO THE }
DEDICATION OF AN ELECTRICAL }
EASEMENT TO THE TURLOCK }
IRRIGATION DISTRICT AT 801 S. WALNUT }
ROAD, "TURLOCK REGIONAL WATER }
QUALITY CONTROL FACILITY" }
PROPERTY (APN: 044-010-028) }
_____ }

RESOLUTION NO. 2015-

WHEREAS, the existing overhead electrical facilities along Walnut Road adjacent to the Turlock Regional Water Quality Control Facility property are being reconstructed; and

WHEREAS, during the planning and design process it was discovered that there is not an easement on record for these existing facilities; and

WHEREAS, staff has determined that not recording the appropriate easement documents in the past was an oversight and inconsistent with previous approved use of this area; and

WHEREAS, staff has produced the necessary documents to create an easement to allow the future use to be consistent with the past intended use; and

WHEREAS, following the dedication and recording of the easement, Turlock Irrigation District will have the authority to construct and maintain the electrical facilities in this area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to sign all documents related to the dedication of an Electrical Easement to the Turlock Irrigation District at 801 S. Walnut Road, "Turlock Regional Water Quality Control" property (APN: 044-010-028).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**Council
Synopsis**

5D

February 10, 2015

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

Prepared by: Nathan Bray, PE
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of four TAPCO rectangular rapid flash beacon solar systems through the US Communities Contract No. 2013-100 from Statewide Traffic Safety and Signs of Fresno, California, for City Project No. 12-53, "Crowell Road Pedestrian Improvements," in the amount of \$26,238.30 without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Section 2-7-08(b)(5) has been satisfied

2. DISCUSSION OF ISSUE:

On May 14, 2013, City Council appropriated funding necessary for the design and construction of project 12-53, "Crowell Road Pedestrian Improvements." During the same meeting, City Council approved the advertisement of said project for construction proposals.

The City is engaged in a joint purchasing plan with the US Communities Contract #2013-100 for the purchase of four TAPCO rectangular rapid flash beacon solar systems from Statewide Traffic Safety and Signs of Fresno, California, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-08(b)(5), without compliance to the formal bid procedure. The US Communities Contract is competitively bid and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

Staff has advertised the project for construction and bids are due by February 12, 2015. The anticipated start of construction is April 6, 2015 which coincides with CSU Stanislaus spring break. Purchasing the equipment will decrease the lead time allowing construction to commence during spring break. Other benefits of purchasing the equipment include decreased cost as there isn't any markup for profit and overhead for the equipment and installing exactly what is specified.

Therefore, Staff would like to issue a purchase order to Statewide Traffic Safety and Signs of Fresno, California for the purchase of the rapid flash beacon solar systems.

3. BASIS FOR RECOMMENDATION:

- A) The purchase of the identified equipment will decrease the lead times allowing for construction to commence sooner.
- B) Purchasing the equipment will decrease cost as there isn't any markup for profit and overhead for the equipment from the contractor installing the equipment.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
v. Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The cost for the equipment purchase have already been budgeted and appropriated for in Fund 217-50-511.51270.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

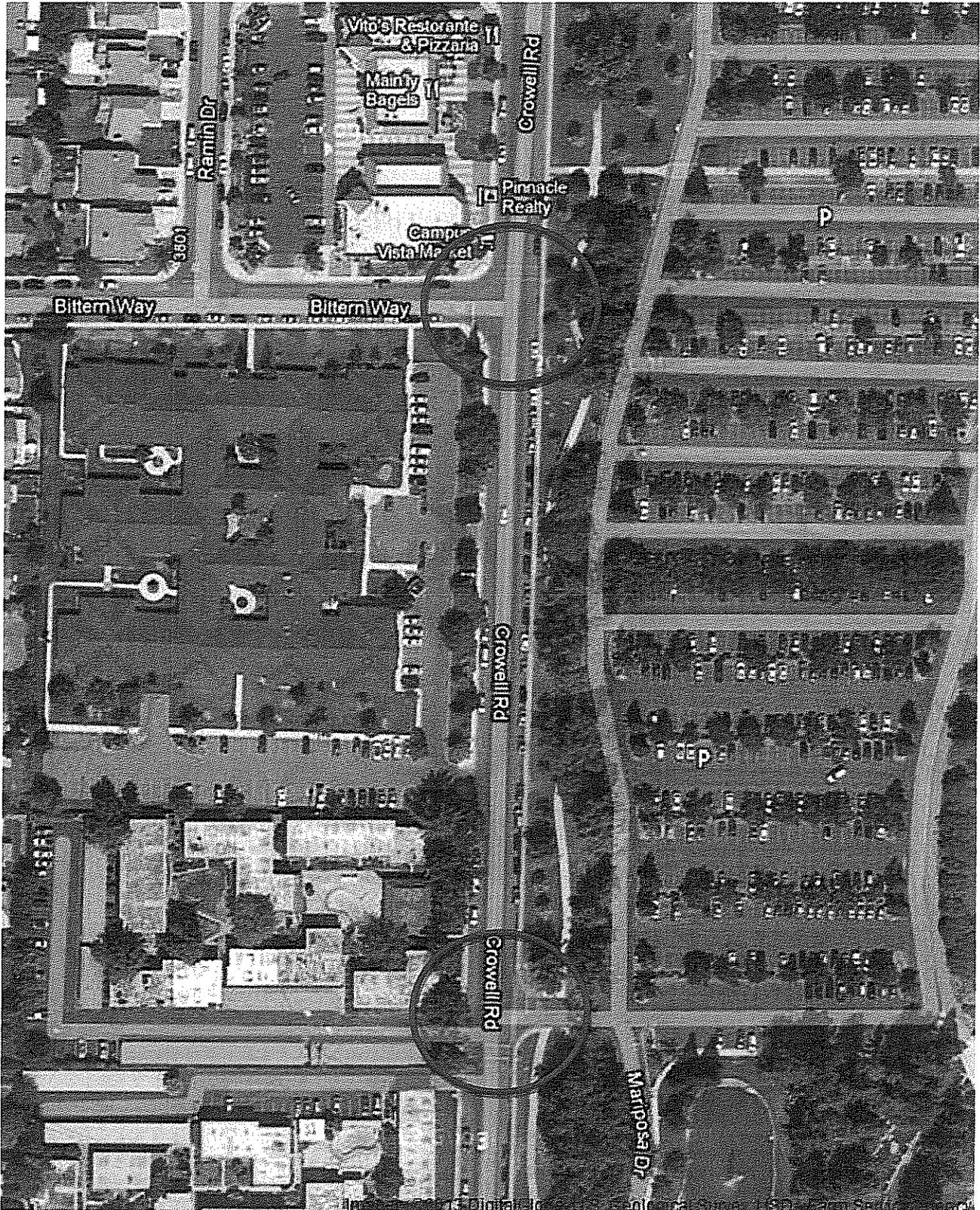
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Deny approval of the purchase order with Statewide Traffic Safety and Signs. Staff does not recommend this alternative as this will increase lead times for necessary equipment and possibly result in higher total project costs.

City Project No. 12-53, "Crowell Rd. Pedestrian Improvements"





**Council
Synopsis**

February 10, 2015

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

Prepared by: Debra A. Whitmore, Deputy Director of Development Services/Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to enter into a sole source professional services agreement with Dyett & Bhatia Urban and Regional Planners without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Chapter 7, Section 2-7-08(b)(2), (b)(3), and (b)(4) have been satisfied

Motion: Approving the award of a professional services agreement to Dyett & Bhatia Urban and Regional Planners for the 5th Cycle update to the City of Turlock Housing Element in an amount not to exceed \$48,840

Resolution: Appropriating \$48,840 to account number 110-40-400.43753 "Contract Services Housing Element Update" to be funded from Fund 110 "General Fund" reserve balances to prepare the State-mandated update to the City of Turlock Housing Element

2. DISCUSSION OF ISSUE:

State housing element law (Government Code Sections 65580 et seq.) requires every city and county in California to adopt a comprehensive General Plan that includes seven mandated elements. The housing element is one of the required elements and the only element reviewed and certified by a state agency, the State Housing and Community Development Department (HCD). The purpose of the housing element is to ensure that each jurisdiction identifies policies, programs and resources to preserve, improve and develop a housing supply adequate to accommodate households currently living, and projected to live, in that jurisdiction. A housing element must identify adequate sites for housing demand, and make sufficient provision for the needs of all economic segments of the community. A housing element also includes extensive background information on housing conditions, institutes policies and quantified objectives to

help guide land use and other decision-making, and establishes programs to implement community housing goals.

State law requires that the housing element demonstrate how each jurisdiction will meet specific housing targets by income category (for very low, low, moderate, and above moderate income households). The Stanislaus Council of Governments (StanCOG) is responsible for establishing the regional target, as well as the target for each city and the County of Stanislaus, through a process called the Regional Housing Needs Allocation (RHNA). The RHNA was adopted by StanCOG on June 18, 2014, and projects the housing need for a roughly eight-year planning period from January 1, 2014 to September 30, 2023. HCD establishes the deadline for submittal of housing elements. For Stanislaus County, the deadline for submitting the adopted housing element to HCD is December 31, 2015. Cities and counties that fail to adopt the updated housing element within 120 days of this deadline will be required to update the housing element again in four years, rather than eight years; thereby imposing additional costs and exposing a noncompliant city to potential lawsuit.

SCOPE OF SERVICES

The scope of services is attached to the professional services agreement as Exhibit A. The consultant will prepare the Housing Element using the streamlined review process developed by HCD for an amount not to exceed \$48,840. The City of Turlock qualifies for the streamlined review process because the previous Housing Element, covering the period 2007-2014, was submitted on time and was certified by HCD. The consultant will re-evaluate the current Housing Element for conformance with new laws that have passed since the adoption of the current Housing Element and in light of the elimination of the Redevelopment Agency which was a major source of funding for low income housing and other housing programs. The consultant will participate with staff in the negotiations with HCD. The consultant will reach out to the community and professional organizations by holding one public forum prior to preparation of the draft Housing Element. Two additional study sessions will be held with the Planning Commission. Public hearings are required prior to adoption of the Housing Element. The proposed budget includes two public hearings - one with the Planning Commission and the second with the City Council. The budget also includes preparation of the environmental document required for approval of the Housing Element.

SCHEDULE

The schedule included in the scope of services will produce the draft Housing Element for review by HCD by July 2015. The schedule provides a sixty day review period for HCD review and comment. The changes will then be incorporated into a public review draft that will be used to prepare the

environmental document. Staff will circulate the draft Housing Element and the environmental document for public comment. Once that process is completed, the final draft of the Housing Element will be presented to the Planning Commission and City Council for action in the October to November time frame. This will allow the adopted document to be submitted to HCD by the State-mandated deadline of December 31, 2015.

BIDDING PROCEDURE FINDINGS

Staff requests that the City Council enter into a sole source contract with the planning consulting firm of Dyett & Bhatia Urban and Regional Planners to prepare the update to the City's Housing Element. The Turlock Municipal Code allows the City Council to award a contract without going through the formal bidding procedure if one of six circumstances exists. These circumstances are identified in TMC 2-7-08 (below):

Excerpt from Turlock Municipal Code 2-7-08:

(b) Bidding procedures are not required under the following circumstances regardless of the amount involved:

- (1) When an emergency requires that an order be placed with the nearest available source of supply;**
- (2) When the commodity can be obtained from only one vendor;**
- (3) For contracts involving the obtaining of professional or specialized skill, such as, but not limited to, services rendered by attorneys, engineers, accountants, and specialized consultants;**
- (4) Where calling for bids on a competitive basis in the opinion of the Purchasing Officer is undesirable, impossible, unavailing, or incongruous;**
- (5) When engaged in joint purchasing plans with the State and/or other units of government that have been approved by the Council; or**
- (6) When the Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure.**

Staff believes that this request meets three of the circumstances listed in TMC 2-7-08:

TMC 2-7-08(b)(2): Commodity can be obtained from only one vendor. Dyett & Bhatia prepared the current Housing Element covering the period 2007 to 2014. Housing growth during this period was extremely low due to the recession that began in 2007. In recognition of low housing production during this period, HCD created a streamlined process for reviewing housing elements submitted in this cycle that covers the period 2014 to 2023. The streamlined review process allows cities and counties to update the current housing element, rather than preparing an entirely new

housing element. HCD has agreed to use the assumptions from the current element, rather than requiring new documentation and justification for these assumptions, as would be required for an entirely new housing element. This results in a significant time and cost savings for cities and counties that qualify. Having prepared the current Housing Element for the City, Dyett & Bhatia is in a unique position to utilize the streamlined review process for the City of Turlock's Housing Element due to their familiarity with the conditions in Turlock and having prepared the current element. In addition, the cost to prepare the element is lower than it could be for a planning firm that is not familiar with City's current Housing Element.

TMC 2-7-08(b)(3): Contracts involving the obtaining of professional services or specialized skill. Dyett & Bhatia has prepared five housing elements for this 5th Cycle of the housing element update. Three of those utilized the streamlined review process. The partner in charge of preparing the City's current Housing Element is still employed by the firm and will serve as the project manager for this project. Dyett & Bhatia has extensive experience across California in this area of planning. Therefore, this firm has specialized skills to carry out the proposed scope of work.

TMC 2-7-08(b)(4): Where calling for bids on a competitive basis is undesirable, impossible, unavailing or incongruous. Having prepared the current Housing Element for the City of Turlock, as well as the update to the City's General Plan, Dyett & Bhatia is very familiar with the policies, programs, and financial condition of the City of Turlock. Hiring a new firm to prepare the 5th Cycle update would be undesirable and incongruous in that a new firm would have to come up to speed on what was done in the prior Housing Element update as well as City policies, programs and finances.

In addition, TMC 2-7-08(b)(6) allows the City Council to approve a sole source contract when there are at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure.

3. BASIS FOR RECOMMENDATION:

- A. The Housing Element is one of the seven State-mandated elements of the General Plan (Government Code Section 65580 et seq.). Failure to adopt a housing element in a timely manner could subject the City to potential lawsuit on the adequacy of its General Plan as well as compliance with State housing law. Specific penalties have also been specified in State law for failure to meet the submittal deadline for the housing element. Failure to adopt a housing element within 120 days of the submittal deadline for this cycle of the housing element update (December 31, 2015) would result in the City having

to update its housing element in four years, rather than eight years, resulting in increased costs to the City.

Strategic Plan Initiative F INTELLIGENT, PLANNED, MANAGED GROWTH

- Goal(s):** d. Provide for housing diversity
i) Include affordable housing

ACTIONS: *Staff*

- e. Prepare an update to the City's Housing Element as required by State Law.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Although development of the housing element is a State mandate, the State does not provide funding to cities and counties for the preparation of this element. The only source of funding available to pay for this work is the General Fund Reserve. Staff time will also be required to support the development of this document. The projected cost of the Housing Element update was not included in the 2014-15 General Fund budget adopted by Council in June 2014 nor was it included in the budget amendments approved in November 2014.

Budget Amendment: Staff is requesting an appropriation in the amount of \$48,840 to account number 110-40-400.43753 to fund a professional services agreement with Dyett & Bhatia Urban and Regional Planners for the Housing Element Update. This appropriation will be funded from unappropriated General Fund reserves

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This decision does not constitute a "project" under the California Environmental Quality Act. Pursuant to Section 15060(c)(1), this decision will not result in a direct or reasonably foreseeable indirect physical change in the environment.

7. ALTERNATIVES:

- A). The City Council may choose not to approve a sole source contract with Dyett & Bhatia Urban and Regional Planners to perform this work. This option would require staff to prepare a Request for Proposals, solicit

proposals, and bring back a recommended proposal for review and approval by the City Council. This process could take up to three months to complete.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Dyett & Bhatia Urban and Regional Planners
for
2014-2023 City of Turlock Housing Element Update
CITY CONTRACT NO. 15-003

THIS AGREEMENT is made this 10th day of February, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Dyett & Bhatia Urban and Regional Planners**, a California corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional services to prepare the 2014-2023 City of Turlock Housing Element; 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 be reasonably required 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 Forty Eight Thousand Eight Hundred Forty and no/100ths Dollars (\$48,840.00). 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 no more frequently than monthly for services 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-three months (23 months) beginning February 10, 2015 and ending December 31, 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: DYETT & BHATIA URBAN AND REGIONAL PLANNERS
ATTN: SOPHIE MARTIN, PRINCIPAL PLANNER
755 SANSOME STREET, SUITE 400
SAN FRANCISCO, CA 94111
PHONE: (415) 956-4300 Ext. 33
FAX: (415) 956-7315

for CITY: CITY OF TURLOCK
ATTN: DEBRA WHITMORE, DEPUTY DIRECTOR
DEVELOPMENT SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 120
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 2218
FAX: (209) 668-5107

34. PERFORMANCE BY KEY EMPLOYEE: CONSULTANT has represented to CITY that SOPHIE MARTIN, PARTNER AND PRINCIPAL PLANNER, will be the person primarily responsible for the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONSULTANT. CONSULTANT therefore agrees that twenty and four tenths percent (20.4%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

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

**DYETT & BHATIA URBAN AND
REGIONAL PLANNERS, a California
corporation**

By: _____
Roy W. Wasden, City Manager

By: _____
Sophie Martin, Partner

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Debra A. Whitmore, Deputy Director
Development Services/Planning Division

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

I Project Understanding

Turlock's current Housing Element was certified by the California Department of Housing and Community Development (HCD) in November 2011 and adopted in January 2012. Thus, the element is relatively recent, and while a number of technical issues will be involved, the update should be straightforward. The principal efforts will revolve around addressing changes to State Housing Element law, incorporating information from the 2010 Census (which was not available in time for the previous update), reflecting the City's compliance with SB 2 and its other zoning changes that implement the new General Plan, and updating information on housing sites.

Turlock continues to emerge from impacts of the Great Recession. As housing activity in the city in past few years has been slow, most of the sites in the current Housing Element remain available for development. While the City's Regional Housing Needs Allocation (RHNA) is somewhat higher than the previous cycle, increased allowable densities on some existing sites, as well as identification of new areas for housing in the new General Plan should increase capacity accordingly.

I.1 KEY ISSUES

HOUSING ELEMENT LAW UPDATES

The City's current Housing Element addresses changes to State Housing Element law that occurred in the years prior to 2010:

- SB 2 (2007), amending Government Code Section 65583 to require cities to identify zones where emergency shelters are allowed as a permitted use;
- AB 162 (2007), amending Government Code Section 65302 to require upon the next revision of the Housing Element on or after January 1, 2009:
 - The conservation element of the General Plan to identify rivers, creeks, streams, flood corridors, riparian habitat, and land that may accommodate floodwater for purposes of groundwater recharge and stormwater/flood hazard management;
 - The safety element to identify flood hazard zones and establish policies to avoid or minimize the unreasonable risks of flooding; and
 - The housing element to exclude from the determination of land suitable for urban development those areas where the flood management infrastructure is inadequate and housing development would be impractical;
- AB 2634 (2006), amending Government Code Section 65583 to require the quantification of housing need for a community's extremely low income households;
- SB 575 (2005), amending Government Code Section 65589.5 to spell out fines and procedures for housing elements that do not meet State requirements;

- AB 1233 (2005), amending Government Code Section 65583 (and adding Section 65584.09) to require that sites identified in the previous housing element that required rezoning but were not rezoned be rezoned within the first year of the new planning period;
- AB 2348 (2004), amending Government Code Sections 65583, 65583.1, 65589.5, and 65915 and adding Section 65583.2 to revise the criteria for identifying land suitable for residential development;
- SB 1818 (2004), amending Government Code Section 65915 to allow new density bonuses of up to 35 percent for affordable housing developments; and
- AB 1866 (2002), amending Government Code Sections 65852.2 and 65583.1 to allow cities to identify the likely locations of secondary units added to existing single-family houses.

Changes to Housing Element law since then include:

- SB 812 (2010), Persons with Developmental Disabilities. This required the analysis of the disabled include an evaluation of the special housing needs of persons with developmental disabilities. The analysis should include a quantification of the number of persons with developmental disabilities, an analysis of the housing need, and a discussion of resources.
- Alternative Adequate Sites Requirements Amendments. These separate, but related, requirements in Government Code Sec. 65583.1 allow a city or county to substitute the provision of units for up to 25% of the city's or county's obligation to identify adequate sites for any income category in its housing element, if the municipality commits to providing assistance during the planning period to make the units affordable to very low and low-income households:
 - AB 720 (2009): Extended the timeline for a local government to provide committed assistance for the rehabilitation, conversion or preservation of affordable housing units.
 - AB 1867 (2010): Allowed multifamily "ownership" housing converted by acquisition or the purchase of affordability covenants to qualify towards meeting the alternative adequate sites requirement. Also reduces the required number of units in a complex to qualify for this section from four to three units.
 - AB 1103 (2011): Allowed foreclosed properties converted by acquisition or the purchase of affordability covenants to qualify under the alternative adequate sites requirement.
 - AB 2038 (2012), Authorized a municipality to reduce its share of the RHNA by the number of units built between the start of the projection period and the deadline for housing element adoption if it identifies a methodology for assigning these units to an income category based on actual or projected sales prices, rent levels, or other mechanisms to ensure affordability.

- SB 375 (2008), Global Warming. SB 375 recognized the link between good housing planning and mobility, and the role of these regional and local planning efforts in meeting sustainable community objectives. It requires the RHNA to be consistent with the development pattern reflected in the region’s Sustainable Community Strategy. In the Bay Area, the sustainable growth framework is built around Priority Development Areas (PDAs) that local jurisdictions identified as appropriate places to focus future growth, and Priority Conservation Areas (PCAs) that comprise regionally significant open spaces.
- SB 1241 (2012), Safety Element Amendments. This legislation revised the safety element requirements for state responsibility areas and very high fire hazard severity zones and required the safety element, upon the next revision of the housing element on or after January 1, 2014, to be reviewed and updated as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones, taking into account specified considerations, including, among others, the most recent version of the Office of Planning and Research’s “Fire Hazard Planning” document.

ADEQUATE SITES

Government Code Sec. 68553 stipulates that each jurisdiction must identify adequate sites, for a range of housing types and income levels. Government Code Sec. 65583.2 requires detailed information on each site, including parcel number or address, zoning and land use classification, environmental constraints, and infrastructure access. Our experience in Turlock with the General Plan and with the last Housing Element gives us a familiarity with potential housing sites in the City.

The City’s Regional Housing Needs Allocation (RHNA) for the December 31, 2015 through December 31, 2023 projection period is for 3,618 housing units, of which 40 percent will need to be affordable to very low- and low-income households. These are higher numbers than the City’s allocation in the previous Housing Element cycle (see table below), although the percent distribution across different income groups is similar.

| | <i>Very Low Income</i> | <i>Low Income</i> | <i>Moderate Income</i> | <i>Above Moderate Income</i> | <i>Total</i> |
|-----------------|------------------------|-------------------|------------------------|------------------------------|--------------|
| 2014-2023 Cycle | 877 | 562 | 627 | 1,552 | 3,618 |
| % Distribution | 24% | 16% | 17% | 43% | |
| 2007-2014 Cycle | 805 | 562 | 666 | 1,428 | 3,461 |
| % Distribution | 23% | 16% | 19% | 41% | |

The City’s current Housing Element was completed prior to the comprehensive update of the entire General Plan (adopted in September 2012) and preparation of the accompanying Environmental Impact Report (EIR) and Zoning Ordinance amendments. Therefore, the current Element relied upon the land use designations and allowable densities stipulated in previous versions of those planning documents. The new General Plan identified additional

sites for housing, both in master plan areas such as Morgan Ranch in the southeast, as well as on medium- and high-density residential and mixed use sites (both vacant and underutilized) located downtown and along key corridors. We anticipate that these sites/densities will be able to accommodate the increased need; if not, opportunities for upzoning may need to be investigated.

1.2 APPROACH

HOUSING ELEMENT

Quality housing is the essence of a good neighborhood. A good housing element will provide a mix of housing types at various affordability levels to attract a diverse population in age and household type. This is especially critical in a community like Turlock that has a very diverse population with regards to income, education, and age. Unlike other general plan elements, the Housing Element has to meet very specific State laws and guidelines; it also has a shorter-term horizon and is oriented toward programs that will result in specific accomplishments rather than longer-range planning goals.

Focus

The existing Housing Element is in excellent shape—it was adopted only two years ago. We see the update as a strategic effort focused on:

- Updating housing needs information—including demographic, household and family types, income, etc.—based on now-available 2010 Census. This analysis may also result in findings that may require policy and program updates.
- Systematic analysis of the housing market, at-risk units and housing sites and other housing resources in the community.
- Updating information on housing sites, including the Morgan Ranch area and other new sites identified or changed through the General Plan update.
- Including new information—such as needs of disabled population—reflecting statutory changes.
- Review of all other sections to ensure currency and relevancy.
- Creative thinking about new housing policies and programs that may help the City meet its quantified objectives, especially now that the Redevelopment Agency (RDA) has been dissolved. This will include brainstorming with staff on what has worked in the current Housing Element and what needs to be re-thought through, as well as what other funding sources for continuing successful RDA programs might be available.

Review and Adoption Due Dates

For Stanislaus County, the planning period for the new Housing Element extends from December 31, 2015 to December 31, 2023. The deadline is December 31, 2015. In accordance with Government Code 65588(e)(4), local governments on an 8-year Housing Element Planning Period that do not adopt the Housing Element within 120 calendar days of the due date (start of planning period), which would be April 30, 2016 for Turlock, must revise the

Element every four years until timely adopting at least two consecutive revisions by the applicable due date.

Streamlined Review

New this cycle, HCD has introduced a “streamlined review” process that helps facilitate HCD’s review of revisions to housing elements that were in compliance with State law in the last round. Cities whose elements meet certain criteria are eligible for streamlined review. These include:

- Identifying adequate sites to meet the RHNA;
- Having zoning in place that permits emergency shelters without discretionary action;
- Having zoning in place that permits transitional and supportive housing as a residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone;
- Allowing reasonable accommodation for persons with disabilities in the application of zoning and land use policies, ordinances or procedures; and
- Having a density bonus ordinance adopted pursuant to Government Code Section 65915 (since January 1, 2005).

Because Turlock is able to meet these requirements, our objective will be to submit a streamlined review element this round, which may enable quicker response time from HCD and a shorter review and revision process.

In summary, we will prepare a Housing Element that responds to HCD’s criteria, is attractively designed, and is viable, realistic and easy to understand and implement. We propose an overall approach that is effective and efficient, building on our knowledge of the city and concurrent housing element work for other jurisdictions throughout the state.

ENVIRONMENTAL REVIEW

As long as housing sites identified in the sites inventory do not require rezoning and allow housing according to the General Plan, only a Negative Declaration will be required. The budget described in Section 3 assumes a Negative Declaration. The Negative Declaration will tier off the EIR prepared for the 2012 General Plan.

1.3 PUBLIC PARTICIPATION

Working with City staff, D&B will lead a public process to allow all segments of the community to identify key issues for the Housing Element Update and to participate in its development. We will be particularly sensitive to those with special housing needs.

We believe that the key to a successful Housing Element Update is establishing an interactive relationship among City officials and staff, the community as a whole, and the consultant team. Our experience leading consensus-building planning processes will provide a community involvement program that reflects Turlock’s unique character.

An effective public participation program should create confidence in the planning process, ensure that policies have broad-based understanding and support, and reflect the interests and needs of the community. However, it should be recognized that much of the Housing Element content is very technical in nature, and (aside from sites, density, or design issues, which are more directly addressed in other City documents) it may not interest a large segment of the population. Outreach should also reflect the fact this update is a strategic effort rather than a from-the-ground-up redo.

COMPONENTS OF THE PARTICIPATION PROGRAM

The following are the proposed components of the participation process for updating the Housing Element. We will facilitate the meetings, prepare agendas and handouts, PowerPoint presentations, or other materials as needed, and will present key findings and recommendations with staff.

Housing Forum

This will be a two-hour meeting targeted at housing and housing-related service providers and organizations (though it will be open for all members of the public to attend). The forum will focus on key housing issues for Turlock—housing product type needs, impediments (market, governmental) to housing production or service provision, City programs that have worked in the past, and ideas for new policies or programs to explore.

Stakeholder Discussions (if needed)

If necessary, D&B will supplement the forum with phone interviews/meetings with one or two organizations, either as follow-up to the forum or with representatives of organizations that could not attend the forum.

City Council/Planning Commission Study Sessions

We propose two study sessions with decision-makers (likely with the Planning Commission, but we are also happy to meet with the City Council if so desired). The first study session will be held after the initial reconnaissance, and evaluation of accomplishments and needs. We will prepare briefing materials on the purpose of the update, the RHNA numbers for the City, and examples of housing initiatives and types of housing. We will then solicit Planning Commission direction on priorities for the update process, and policy and program initiatives that will help the City meet its regional fair share housing targets.

The second session will be held to review the Draft Housing Element before it is sent to HCD for review. Decision-maker comments will be used to revise the draft sent to HCD for review.

Public Hearings

The proposed scope includes two hearings—one with the Planning Commission, and one with the City Council. We will attend additional hearings on a time and materials basis.

OTHER OPPORTUNITIES FOR PUBLIC INVOLVEMENT

In addition to the process outlined above, we are open to using other mechanisms, such as an additional open community workshop, media outreach, surveys, and newsletters, to reach the maximum number of people possible. If desired, we can provide scope and budget for additional outreach services.

WORKING WITH CITY STAFF

We envision working in close partnership with the City's planning and housing staff. The complementary skills and knowledge of City staff and planning consultants can result in a process that is efficient and a Housing Element that is effective. Staff's familiarity with the City's issues, current housing programs, and available resources, coupled with consultants' technical expertise and broad experience, and familiarity with the existing element will ensure that housing policies are realistic and have broad community support.

City staff will provide baseline information on development projects, public facilities, and other resources. City staff will be involved in review of accomplishments from the previous Housing Element; identify programs, ordinances, and projects that have been developed to implement Housing Element goals, and work with D&B to analyze the effectiveness of these measures and recommend any changes to them. City staff can also help in coordinating with the City Council and Planning Commission, and maintaining a liaison with property owners and interest groups. City staff will need to carefully review all work products, and provide unified direction to the consultant.

2 Scope of Work

2.1 SCOPE OF WORK

This section outlines our proposed work program for the Turlock Housing Element Update. The program is organized into five tasks, from project initiation to publishing the final Housing Element and environmental review documents, incorporating the work outlined in the RFP. The sequence of work products, community meetings and City Council/Planning Commission workshops are summarized in Section 2.2: Summary of Meetings and Products and Section 2.3: Schedule.

The task-by-task descriptions that follow present our approach to data collection, policy formulation and preparation of the documents. Each task description includes a purpose statement at the beginning.

Task I: Assessment

Task 1 includes assessment of housing needs, conditions, constraints, and accomplishments of the previous Housing Element. A kickoff meeting with staff will help to finalize the public participation program and identify key issues and opportunities.

- A. Kickoff Meeting with Staff.** At this meeting, the work program and project milestones will be reviewed. The public participation program will also be reviewed, and target dates for meetings and the housing forum established.
- B. Document Review.** Relevant City documents will be reviewed to ensure understanding of current conditions and policy context. These include the Turlock General Plan and Final EIR, the Turlock Municipal Code, master and specific plans, and any major residential development projects/entitlements.
- C. Accomplishments Review.** Review and Evaluation of Current Housing Element. The 2007-2014 Housing Element will be reviewed to assess:
 - Status, effectiveness, and appropriateness of current housing policies and programs. D&B will prepare a matrix of all policies and programs for City staff to complete; this will form the basis of the Program Accomplishments chapter of the new element and inform the new element's policies. A discussion with City staff will be held to confirm whether existing programs have already been completed, which ones are working well and should be carried forward, and which ones need to be refined, redefined, or dropped.
 - Identified goals from the adopted Housing Element versus actual accomplishments (part of the matrix described above).
 - The adequacy of the current Housing Element relative to any new State housing legislation. New State laws enacted since the last update will be critically evaluated, and a comprehensive review of the City's policies and regulations undertaken to ensure that

there are no regulatory constraints on housing that conflict with applicable State law. The new legislation covers issues such as increased attention toward housing for persons with developmental disabilities, and linkages to regional Sustainable Communities Strategy.

| <i>Meetings</i> | <i>Products</i> |
|---------------------------------|--|
| Kickoff meeting with City Staff | Detailed project schedule Matrix of existing policies and programs Accomplishments and legislative adequacy review |

Task 2: Prepare Housing Element Components and Conduct Community Outreach

During this task, we will prepare draft chapters of the updated Housing Element, identify constraints, opportunity sites for market-rate and affordable housing and assess overall residential buildout. Draft policies and programs will also be prepared. New housing programs needed to meet the housing needs for the City will be identified. New housing programs will be formulated to reflect feedback received during the community outreach process. For each housing program proposed for the updated Housing Element, D&B will define and quantify its objectives (number of units to be produced in a specified timeframe by income group).

Interviews and meetings with housing providers and other stakeholders meetings, and a public forum/study session with the Planning Commission will help to further assess existing programs and policies and define additional and changing needs.

- A. Needs Assessment.** The Needs Assessment chapter will be comprehensively updated with the most current data available, including the 2010 Census and the most recent American Community Surveys. Up-to-date housing market data will be added for rental and ownership units, reflecting both the trends of the last few years as well as more recent changes.
- B. Constraints Analysis.** The analysis in the current Housing Element on regulations (possible governmental constraints) and their impacts on housing production will be updated. Non-governmental constraints will also be examined. Opportunities for energy conservation will also be described and assessed, as well as adequacy of public facilities and infrastructure.
- C. Community Outreach.** Development of a Housing Element that responds to community needs and receives community acceptance requires significant public input. The Public Participation program in Section 1.3 further describes the purpose and scope of each of these components. The outreach program during this task consists of the following two events, which for efficiency, would ideally be scheduled on the same day (forum in the afternoon, study session in the evening):
 - **Housing Forum.** A two-hour forum (open to the public) will be held with housing providers/ stakeholders and/or their representative organizations. The forum will focus on key housing issues for Turlock—key housing product type needs, impediments (market, governmental) to housing production, and City programs that have worked

in the past. City staff will help identify and invite organizations, and D&B will conduct the forum. If needed, D&B will supplement the forum with phone interviews/meetings with one or two organizations, either as follow-up to the forum or with representatives of organizations that could not attend the forum.

- **Planning Commission Study Session:** The Planning Commission will be provided with background information, including an introduction to housing element law and requirements; review of housing needs; review of housing constraints; and relationship between RHNA and sites inventory; and issues related to General Plan designations and zoning. The Planning Commission will be afforded the opportunity to discuss issues, methods to overcome constraints, and any topics that may be controversial. City staff will be responsible for notification, scheduling, facilities, and setup, and D&B will conduct the Study Session portion of the Planning Commission meeting with assistance from staff.

D. Identification and Inventory of Housing Sites. The current Housing Element identifies individual parcels, along with zoning and potential units at each parcel. This information will be confirmed, and sites where units have since been built removed from the inventory. Staff will provide D&B with status information regarding the current list of housing sites, and work with D&B to identify any new sites needed. D&B will compile a list of appropriate housing sites, including APN, address, zoning, General Plan designation, and any other applicable development regulations. D&B will create a map of the housing opportunity sites.

E. Assessment of Housing at City Buildout/Match with Needs. The housing allocation for Turlock calls for 3,618 new housing units, or a slight decrease from the previous cycle. Of the new units, 40 percent must be for very low- and low-income households, 17 percent for moderate-income households and the remaining 43 percent for above moderate-income households. Housing quantities will be tabulated by density and compared against need by income group; any resulting deficits will be identified.

F. Goals, Policies, and Implementing Programs. The Housing Programs chapter will be based on the programs included in the current Housing Element, modified based on the Program Accomplishments sub-task described in Task 1. New goals, policies, and programs will be proposed based on feedback from community members and other stakeholders. For each housing program proposed for the updated Housing Element, we will work with City staff to define and quantify its objectives (number of units to be produced, in a specified timeframe, by income group). These will be submitted to City staff for review and comment. Pursuant to State law, the Goals, Policies, and Implementing Programs will be designed to:

- Make available sites at adequate densities and development standards to facilitate and encourage a variety of housing types for all socioeconomic segments of the community, including those with special needs;
- Facilitate and encourage the provision of affordable housing for extremely low, very low-, low- and moderate-income households;
- Improve and preserve the City's affordable housing stock;

- Mitigate constraints to the development, improvement, and preservation of housing; and
- Promote equal housing opportunity.

All policies and programs will be written and reviewed for consistency with the rest of the city’s General Plan and include details on timing, responsibility, and potential funding source.

| <i>Meetings</i> | <i>Products</i> |
|--|---|
| Planning Commission Study Session/Workshop (1) Stakeholders Forum (1) | Administrative Draft chapters on needs assessment, constraints, sites inventory, and programs Memorandum on Community Outreach |

Task 3: Draft Housing Element and HCD Review

The updated Housing Element will address the 2015-2023 planning period and will use a format that is consistent with that of the current Housing Element. An Administrative Draft will be prepared and then revised based on a consolidated set of City staff comments. The Draft Element will then be presented to the Planning Commission for review and comments prior to HCD review.

- A. Administrative Draft Housing Element.** The components of the draft updated Housing Element developed in Task 2 will be combined into an Administrative Draft for staff review. Supplementing the components developed in Task 2, as required by State law and described in the Department of Housing and Community Development’s “Building Blocks for Effective Housing Elements,” the Housing Element will include:
- Description of how the City of Turlock made a diligent effort to achieve public participation from all economic segments of the community in the development of the updated Housing Element.
 - Demonstration of site development capacity equivalent to, or exceeding, the projected housing need in the RHNA.
 - Conservation and improvement of existing affordable housing stock.
 - Quantification of objectives by income level for the construction, rehabilitation, and conservation of housing.
 - An eight-year (from adoption in 2015 until the end of the planning period in 2023) schedule of actions to achieve the goals and objectives of the Housing Element.
- B. City Review of HCD Draft.** The Administrative Draft will be submitted to City staff and then revised based on a consolidated set of City staff comments. Staff comments on the Administrative Draft will be used to prepare a HCD Review Draft.
- C. Planning Commission Study Session#2.** The HCD Draft will be reviewed with the Planning Commission. Key objectives, policies, and/or action programs (such as zoning

changes and new or revised housing programs, etc.) will be reviewed, and any necessary changes incorporated into the draft that is reviewed by the City Council and then sent to HCD.

D. HCD Streamlined Review Submittal/Public Review Draft Updated Housing Element. The Draft Updated Housing Element shall be submitted to HCD for review, with the goal of gaining certification on the first iteration, but understanding that this is uncommon. D&B shall prepare the Housing Element in the format required for Streamlined Review, including:

- The Streamlined Review template that shows where changes were made to the previously adopted Housing Element, and
- A transmittal letter to HCD detailing how the updated Housing Element meets State requirements.

Following an initial formally scheduled conference call with HCD, our intention will be to resolve any remaining outstanding issues via email and brief phone calls if necessary. If required, a second HCD Review Draft, with revisions in underline/strikeout format will be prepared. Meetings and/or conference calls with HCD and City staff to discuss comments will be scheduled as necessary and changes necessary for HCD approval will be made.

Following HCD review and approval, the Hearing Draft of the updated Housing Element will be finalized.

| <i>Meetings</i> | <i>Products</i> |
|---|--|
| Planning Commission Study Sessions (1) Conference Calls with HCD (up to 2) | Administrative Draft Housing Element HCD Review Draft Housing Element HCD 2nd Review Draft (if needed) Housing Element Completeness Checklist (for streamlining) Hearing Draft Housing Element |

Task 4: Environmental Review and Adoption

A. Environmental Review. D&B assumes that based on housing development capacity under the existing Housing Element, along with changes in sites and capacity in the new General Plan, only a Negative Declaration will be required, which D&B will prepare. D&B will also prepare the Notice of Intent and Notice of Completion. The City shall be responsible for submission of the Negative Declaration and associated notification to the State Clearinghouse. Environmental review of the Housing Element is anticipated to occur while the Element is being reviewed by HCD.

B. Hearings. D&B will participate in one hearing on the Housing Element with the Planning Commission and one with the City Council.

C. Adopted Housing Element. Following City Council action, the adopted Housing Element will be prepared.

| <i>Meetings</i> | <i>Products</i> |
|---|---|
| Public Hearings (1 Planning Commission, 1 City Council) | Negative Declaration, Notice of Intent, Notice of Completion Adopted Housing Element |

2.2 SUMMARY OF MEETINGS AND PRODUCTS

Our work program includes the following meetings and products.

MEETINGS

- Kickoff meeting with staff and other meetings via conference call as appropriate
- Housing Forum
- Stakeholder Discussions if needed (one or two phone interviews/meetings)
- Planning Commission Study Sessions (2)
- Public Hearings (2)

PRODUCTS

- Matrix of program accomplishments for Staff to complete
- Draft chapters on housing needs, constraints, accomplishments review, sites inventory, and preliminary policies/programs
- Map of potential housing sites
- Memorandum on Housing Forum, Stakeholder Interviews, and Planning Commission Study Session #1
- Administrative Draft Housing Element
- HCD Review Draft Housing Element (and revised, if necessary, following Planning Commission review)
- HCD 2nd Review Draft Housing Element (if needed)
- Environmental Review (Negative Declaration), Notice of Intent, Notice of Completion
- Hearing Draft Housing Element
- Adopted Housing Element

All interim and draft documents will be provided to City staff in electronic form, in Microsoft Word and PDF if desired. D&B will provide up to 10 printed and bound hard copies of the final adopted Housing Element in addition to electronic copies.

2.3 SCHEDULE

The 10-month schedule for Housing Element preparation is presented in the table below. Interim product deadlines and meetings are shown for each task. The element is proposed for adoption by the statutory deadline of December 31, 2015. State law requires submission of the draft to HCD at least 90 days before that date (or September end, 2015); our goal will be to get a first draft to HCD two months before this deadline, to allow for a second cycle of HCD review if necessary.

| | |
|--|-----------------------|
| Light Shade - Meeting | |
| Dark Shade - Product | |
| Task 1: Assessment | |
| Kick off meeting with staff | February 2015 |
| Matrix of existing policies | February 2015 |
| Task 2: Housing Element Components and Community Outreach | |
| Draft chapters on housing needs, constraints, and accomplishments | March-April 2015 |
| Housing Forum and follow-up Stakeholder Meetings (if needed) | April 2015 |
| Planning Commission Study Session #1 | April 2015 |
| Summary memorandum on community outreach | April 2015 |
| Map of potential housing development sites and Draft Sites chapter | May 2015 |
| Draft Programs chapter | May-June 2015 |
| Task 3: Draft Housing Element and HCD Review | |
| Administrative Draft Housing Element | June 2015 |
| Public Review Draft Housing Element | June 2015 |
| Planning Commission Study Session #2 | June-July 2015 |
| HCD Review Draft Housing Element | July 2015 |
| Task 4: Environmental Review and Adoption | |
| Environmental Review (Negative Declaration) | September 2015 |
| Public Hearings (2) | October-November 2015 |
| Adopted Housing Element | December 2015 |

3 Budget

The total cost for the scope of work is **\$48,840**. Tables showing hours and fees by personnel and task are found on the following page. This budget includes all consultant labor and direct costs, including travel and printing of documents. As Dyett & Bhatia prepared the current Housing Element, General Plan, and EIR, and because the City is eligible for streamlined review having met the requirements of HCD, this update will represent a significant cost savings. An estimate of both hours and costs are identified in the table that follows.

Our budget is based on the following assumptions:

- A. Meeting Attendance.** The guaranteed maximum fee provides for: one (1) kickoff meeting, one (1) Housing Forum, up to two (2) stakeholder interviews/discussions (phone); two (2) Planning Commission workshops; and two (2) public hearings. The costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee. Mileage is billed at the IRS-permitted maximum. Other direct costs and travel-related expenses are billed at no mark-up.
- B. Consolidated Comments and Direction.** City staff will provide a single set of consolidated comments on the review drafts of all documents.
- C. Printing.** We will provide digital files of documents in Word and Adobe PDF formats of all draft and interim products. All graphs, illustrations, and tables shall be prepared so that black and white copies will be readable; the housing sites map may be prepared in color. In addition, 10 hard copies (printed and bound) will be provided of the final adopted Housing Element.
- D. Negative Declaration.** This budget assumes that only a Negative Declaration will be required. If a greater level of environmental review is needed due to changes in land use/zoning, the budget may increase.

**Turlock Housing Element Update
HOURS BY TASK**

| | Task 1 | | Task 2 | | Task 3 | | Task 4 | | Subtotal | Meetings and Outreach | | GRAND TOTAL |
|--|-----------------------|----------------------------|--------------------------------------|-----------------------------------|---|--|--------|--|------------|-----------------------|-----------|-------------|
| | Review and Assessment | Housing Element Components | Draft Housing Element and HCD Review | Environmental Review and Adoption | Planning Commission & City Council Study Sessions/ Hearings | Housing Forum/Workshop / Stakeholder Discussions | | | | | | |
| Sophie Martin, Principal Planner | 16 | 16 | 20 | 8 | | | | | 60 | 24 | 12 | 96 |
| GIS/Computer Mapping Assistant Planner | 20 | 60 | 22 | 18 | | | | | 120 | 24 | 20 | 164 |
| Project Assistant | | 12 | 4 | | | | | | 16 | | | 16 |
| | 8 | 80 | 32 | 24 | | | | | 136 | | 8 | 144 |
| TOTAL | 44 | 176 | 86 | 58 | | | | | 364 | 48 | 48 | 460 |

BUDGET BY TASK

| | Hourly Rate | | | | | | | | | | | |
|--|-------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|--------------|-----------------|--------|--|
| Sophie Martin, Principal Planner | \$175 | 2,800 | 2,800 | 2,800 | 3,500 | 1,400 | 10,500 | 4,200 | 2,100 | 16,800 | | |
| GIS/Computer Mapping Assistant Planner | \$105 | 2,100 | 6,300 | 2,310 | 1,890 | 12,600 | 2,520 | 15,120 | | | | |
| Project Assistant | \$70 | - | 1,380 | 460 | 2,240 | 1,680 | 9,520 | - | 560 | 560 | 10,080 | |
| Direct Costs | \$70 | 560 | 560 | 560 | 200 | 600 | 1,200 | 800 | 200 | 2,000 | 2,800 | |
| TOTAL | | 5,660 | 16,840 | 9,270 | 6,130 | 37,900 | 7,520 | 3,420 | 2,200 | \$48,840 | | |

Hours & Budget by Task are shown for informational purposes only; D&B reserves the right to reallocate these provided overall scope and budget are not affected. Direct costs include travel as well as printing of Housing Element and Environmental Review document copies.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | | |
|-------------------------------------|---|----------------------|
| IN THE MATTER OF APPROPRIATING | } | RESOLUTION NO. 2015- |
| \$48,840 TO ACCOUNT NUMBER | } | |
| 110-40-400.43753 "CONTRACT SERVICES | } | |
| HOUSING ELEMENT UPDATE" TO BE | } | |
| FUNDED FROM FUND 110 "GENERAL | } | |
| FUND" RESERVE BALANCES TO PREPARE | } | |
| THE STATE-MANDATED UPDATE TO THE | } | |
| CITY OF TURLOCK HOUSING ELEMENT | } | |
| | } | |

WHEREAS, State housing law (Government Code Section 65580 et seq.) requires each city and county to prepare a housing element as one of the seven mandated elements of the General Plan; and

WHEREAS, State law mandates that an updated housing element be prepared by December 31, 2015; and

WHEREAS, the City has received a proposal amounting to \$48,840 from Dyett & Bhatia Urban and Regional Planners to perform this work; and

WHEREAS, by separate action the City Council has approved a professional services agreement with Dyett & Bhatia Urban and Regional Planners for the Housing Element Update.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the appropriation of \$48,840 to account number 110-40-400.43753 "Contract Services Housing Element Update" to fund a professional services agreement with Dyett & Bhatia Urban and Regional Planners for the Housing Element Update to be funded from Fund 110 "General Fund" reserve balances.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 2015, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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



**Council
Synopsis**

February 10, 2015

From: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a five (5) year lease agreement between the State of California, Military Department and the City of Turlock, for the use of two (2) acres located at 1040 Flower St., Turlock, California, (Soderquist Field) for recreational purposes

2. DISCUSSION OF ISSUE:

The City of Turlock has been home to the Turlock Armory since 1960 when the City granted the State a ninety-nine (99) year lease of a five (5) acre parcel for the purpose of constructing an armory. In 1967, the City requested a lease back of an unused portion of the parcel for recreational purposes. This area is what is now known as Soderquist Baseball Field and has been used by generations of Turlock youth. In exchange for the City's use of the field, all maintenance and related improvements have been the responsibility of the City and the Turlock National Little League Association. The City has a long standing relationship of contracting with the Turlock National Little League organization for their use of the field and maintenance during the season. The City's partnership with TNLL has been positive and the facility has experienced many improvements due to the efforts of TNLL and their commitment to the youth in our community. As a result, Soderquist Baseball Field continues to play a vital role as one of our most important and highly regarded recreational facilities in Turlock.

The last agreement for the use of the field has since expired and the City has been leasing the field on a month to month basis.

3. BASIS FOR RECOMMENDATION:

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

Goals: 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.

- c-i Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The "Fair Market Rent" is valued at \$8,712 per year however the State acknowledges the City of Turlock has, and will continue to make public benefit contributions toward the facility in the form of maintenance, repairs and improvements which will be accepted as "In-Lieu Credit" toward the annual rent.

There is also a \$2,000 administration fee from the State Department of General Services in order to cover their cost of preparing and processing the agreement. This will be paid for using existing budgeted Park Maintenance funds resulting in no additional impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

- A). Council could elect not to approve the lease agreement.

GROUND LEASE

| |
|---|
| Location of Leased Premises: Turlock Armory 1040 Flower Street Turlock, California 95380 |
| Agency: MILITARY DEPARTMENT |

Lease No.: L-2659

Lessee: City of Turlock, a Municipal Corporation

This Lease, dated for reference purposes only, December 1, 2014, is made by and between the State of California, acting by and through the Director of the **Department of General Services (DGS)**, with the consent of the **Military Department**, hereinafter as STATE, and the **City of Turlock**, a Municipal Corporation, hereinafter referred to as "LESSEE".

RECITALS

WHEREAS, pursuant to Section 14670(a)(1) of the Government Code, the DGS with the consent of the State agency concerned, may Lease real property owned by the STATE for a period not to exceed 5 years; and

WHEREAS, the Military Department has under its jurisdiction certain real property located at 1040 Flower Street in the City of Turlock also known as the Turlock Armory, State of California, and the STATE has a leased approximately 2 acres of said property to the LESSEE in a Lease dated August 1, 1960, as amended November 10, 1965, August 1, 1967, April 3, 1973, February 8, 1978, March 8, 1983, and September 2, 1993; and

WHEREAS, LESSEE desires to continue said Lease for broad community recreational purposes, and

WHEREAS, it is in the best interests of the STATE that such a Lease be consummated between the STATE and LESSEE on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the Lease set forth herein as follows:

- Section 1: Site Specific Provisions
- Section 2: Building Specific Provisions
- Section 3: Standard Provisions

OK for Agenda
[Signature]

SECTION 1 –SITE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY
DESCRIPTION

1. STATE does hereby Lease to LESSEE, and LESSEE hereby hires from STATE, upon the terms, agreements, and conditions hereinafter set forth, those certain premises located at the Turlock Armory, and more particularly described as follows:

Beginning at a point which is North 0° 45' West 746.4 feet and North 89° 50' East 1431 feet from the southwest corner of the Section 15, Township 5 South, Range 10 east, M.D.B &M., and being the Northwest corner of the property conveyed to Zakerias Hagglund, et ux, by deed recorded May 28, 1931 as Instrument No. 6514, thence North 89° 50' East along the North line of said Hagglund property 22 feet to the true point of beginning of this description, said point being on the East line of Soderquist Road thence North 0° 45' West along the East line of said Soderquist Road 275.2 feet to the intersection thereof with the South line of Flower Street the following four courses and distances; North 88° 51' 30" East, 69.37 feet; along a 1028.2 foot circular curve concave to the North an arc length of 102.99 feet (the curve subtends a central angle of 5° 44' 21"; has a long chord of 102.94 bearing North 87° 25' 24" East); along a 968.2 foot reverse circular curve concave to the South and arc length of 96.98 feet (the curve subtends a central angle of 5° 44' 21"; has a long chord of 96.94 feet bearing North 87° 25' 24" East); North 88° 51' 30" East 110 feet to a point which is the intersection of aforementioned South line of Flower Street and the East long of Alaska Street; thence along the Easterly line of said Alaska Street the following 3 courses and distances South 0° 52' East, 123.33 feet; South 26° 0 East, 134.95et; South 0° 45' East 41.86 feet to a point on the North line of said Hagglund property; thence South 89° 50' West along the North line of said Hagglund property 437.0 feet to the true point of beginning, being approximately 2 acres.

USE

2. The Premises shall be used by LESSEE during the Term hereof for the purpose of public recreational uses as a broad community benefit and for no other purpose whatsoever.

RENT PAYMENTS
AND IN-LIEU
CREDIT

3. STATE has determined the annual "Fair Market Rent" for the use of the Premises to be:

(\$8,712.00) EIGHT THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS

LESSEE's annual payments shall display State's Lease Number L-2659 and shall be mailed to the following address:

Military Department
Attn: Accounts Receivable - (L-2659)
9800 Goethe Road
Sacramento, CA 95826-9101

LESSEE acknowledges that rent and past due rent shall be due and payable to STATE whether or not an actual invoice is sent by STATE or received by LESSEE.

STATE acknowledges that LESSEE will make public benefit contributions, to be accepted as "In-Lieu Credit" toward the monthly rent due for said space. STATE acknowledges that LESSEE will make public benefit contributions equivalent to the annual "Fair Market Rent" of \$8,712.00 to be accepted as "In-Lieu Credit" toward the annual rent due for the designated uses herein. The Contributions will be amortized over the five (5) year term of the Lease.

SECTION 1 –SITE SPECIFIC PROVISIONS

Said contributions are offsets to the payment of rent and are considered to broadly benefit the public by providing maintenance services, repairs or premises improvements as directed by Military Department including but not limited to lots, parking, grounds and facilities on said Premises. LESSEE may present to STATE any alterations proposal formatted on a set of preliminary plans accompanied by a set of specifications for materials and design prior to making any alterations to Premises. STATE shall have reasonable time to review, comment or approve such proposals. STATE shall solely determine if such alterations shall count toward in lieu rent credit. At no time shall STATE owe or the in lieu credit become a debt to STATE. All improvements are subject to state building codes, laws and policies as detailed in Sections 2 and 3 herein.

If at any time during the term of this Lease, STATE shall discover that LESSEE has failed to provide their contribution as defined, said failure shall constitute a forfeiture by LESSEE of said "In-Lieu Credit". Upon written notice by STATE of forfeiture, LESSEE shall pay a monthly rent equivalent to the rental value identified above, or the profit made by LESSEE during the term of the Lease, whichever amount is determined to be greater.

- TERM**
4. The term of this Lease shall be for five (5) years, commencing January 1, 2015 and ending December 31, 2019, with such rights of termination as are hereinafter expressly set forth.
- UTILITIES**
5. LESSEE agrees to separately meter the Premises for all utility costs such as electricity and in connection with LESSEE'S use of the Premises during the term of this Lease. This expense excludes trash pick-up. Utility payments shall be made payable to and sent directly to the utility provider. STATE shall not provide such services, and shall have no responsibility for the existence or lack of existence of utilities or any other services to the Premises.
- LESSEE shall comply with energy conservation measures required by law, or reasonably required by STATE as the result of an energy crisis. STATE shall not be liable to LESSEE for failure to provide utilities for causes beyond STATE's control.
- EARLY TERMINATION**
6. STATE and LESSEE agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party, thirty (30) days prior to the date when such termination shall become effective. STATE reserves the right to terminate the Lease immediately if safety and security are at risk and mutual resolution cannot be agreed upon.
- EMERGENCY TERMINATION**
7. In the event of a Declaration of Emergency by the State or Federal government, which emergency causes it to become appropriate to use the leased Premises for the purposes of protection of the public safety and the safety of the public or preservation of STATE assets, LESSEE shall immediately and fully cooperate with STATE to make the Premises available forthwith for those purposes. LESSEE shall be compensated for any such use only by the abatement of rent liability during the period of time when the Leased Premises are unavailable to LESSEE for LESSEE'S exclusive use. LESSEE shall specifically not be entitled to compensation for 1) lost income which would be derived from the use of the Leased Premises, or 2) any liability to third parties resulting from LESSEE'S inability to meet any contractual obligations. In the event LESSEE cannot return to premises due to long term emergency, STATE shall be responsible for restoring the Premises to its condition as existed prior to STATE'S use, as described in this section.

SECTION 1 –SITE SPECIFIC PROVISIONS

NOTICES

- 8. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

LESSEE: City of Turlock
 Park Director
 144 S. Broadway
 Turlock, California 95380
 (209) 668-5594

STATE: DEPARTMENT OF GENERAL SERVICES
 Real Estate Services Division
 P. O. Box 989052
 West Sacramento, CA 95798-9052
 Phone: (916) 375-4025

With Copies to:
California Military Department
 P.O. Box 269101, Facilities (Box 18)
 Sacramento, CA 95826
 (916) 854-3585

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LESSEE is obligated to notice all State offices listed above and the failure to provide notice to all State offices shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service

PROPERTY INSPECTIONS

- 9. LESSEE has visited and inspected the Premises and it is agreed that the area described herein is only approximate in size and the STATE does not hereby warrant or guarantee the actual area included hereunder.

HOLDING OVER & LEASE RENEWAL

- 10. Any holding over after the expiration of the term of this Lease with the consent of the STATE, expressed or implied, shall be deemed to be a tenancy only from month-to-month. During hold over, LESSEE's rental rate shall, at the option of the STATE, be adjusted to be consistent with the most current established rental rate for the premises, payable on a monthly basis in advance. Said month-to-month tenancy shall be otherwise subject to all the terms and conditions of this Lease insofar as applicable.

STATE offers and LESSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

SECTION 1 –SITE SPECIFIC PROVISIONS

**ACCESS TO
PREMISES**

11. Only the LESSEE, its properly qualified and authorized agents, employees, contractors, and Permitted Users shall have the right of ingress to and egress from said Premises.

SUBLETTING

12. LESSEE shall not assign this Lease in any event and shall not sublet the Premises or any part thereof and will not permit the use of the Premises by anyone other than the LESSEE without written permission of the Military Department.

End of Section 1

THIS AREA INTENTIONALLY LEFT BLANK

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

1. **ROAD ACCESS AND FEES.** LESSEE agrees to the following terms and conditions regarding the use of said access road:

(a) LESSEE shall exercise its right personally or through its authorized agents, employees, contractors, and Permitted Users whenever it is necessary.

(b) LESSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LESSEE shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

2. **REGULATION BY STATE.** STATE shall have the full power and right to determine and regulate the operations of the LESSEE insofar as they affect the operations, safety, and effective use of STATE Military activities conducted at the same location.

(a) All contractors, agents, employees, representatives, or licensees of the LESSEE shall be subject to the rules and regulations of the STATE and Military Department as they relate to conduct on the grounds, security, and general use of facilities.

LESSEE will conduct its operations in such a manner so as to minimize any interference with the Military activities associated with the site.

(b) LESSEE will comply with all building rules and regulations adopted by said authorities in charge. No article or material deemed by said authorities in charge to be considered as contraband shall be brought on said real property. Contraband includes, but is not limited to, alcoholic beverages, possession or use of firearms, explosives or edged weapons, and restricted controlled substances.

Any willful violation of said rules and regulations are grounds for immediate termination of the Lease.

3. **RIGHT TO ENTER.** During continuance in force of this Lease, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to

temporarily enter upon said Premises for survey, inspection, or any other lawful STATE or Military purposes.

4. **IMPROVEMENTS & MODIFICATIONS.** LESSEE at its sole cost and expense may, subject to the approval of STATE, from time to time during its tenancy of the Premises:

(a) Furnish, install and use at the Premises such improvements and property of whatsoever kind and nature as LESSEE and STATE mutually deems necessary consistent with the purpose of this Lease as set forth in "Use" Section hereof.

(b) Improve the Premises in a manner consistent with the purposes of this Lease as set forth in "Use" Section hereof, and provided further that plans for the construction or enlargement of any improvement will be submitted to STATE in advance of such construction or enlargement, and will be subject to written approval by STATE. Such approval by STATE shall not relieve LESSEE of the obligation of complying with any and all terms and conditions of this Lease; LESSEE shall provide a minimum of thirty (30) days prior written notice of the construction to the STATE.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, LESSEE shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

5. **DISPOSITION OF LESSEE'S PERSONAL PROPERTY.**

(a) During the term of this Lease, all personal property placed in, upon, or under the Premises by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within thirty (30) days after expiration or termination of LESSEE's tenancy.

(b) Should LESSEE fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the Lease, STATE may do so at the risk of LESSEE. Upon written demand by STATE,

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

LESSEE shall immediately pay all costs and expenses of the removal of LESSEE'S personal property and equipment.

(c) LESSEE may, however, with written consent of STATE, abandon in place any and all of LESSEE'S equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.

(d) Upon termination of this Lease for any cause, LESSEE shall remove any and all of LESSEE'S equipment and personal property and restore the entire Premises to its condition prior to the execution of this Lease, except however, the STATE may approve, in writing, any deviation from this requirement.

6. REPAIR AND MAINTENANCE. It is acknowledged that LESSEE is the current occupant of the space and that at time of initial occupancy, the site was considered to be in good condition.

a. LESSEE shall maintain said Premises in compliance with all health, safety, and sanitation laws, ordinances, and regulations of the State, Federal, and local authorities.

b. LESSEE agrees to maintain the Premises at their sole cost and expense.

7. CONDITION OF PREMISES.

(a) LESSEE is aware of the current condition of the Premises and accepts the Premises in "as is" condition. LESSEE accepts the Premises as being in good condition and repair, unless otherwise specified in writing to STATE, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to STATE the Premises, with any appurtenances or improvements approved by STATE, in the same condition as when received

8. LESSEE'S SECURITY. LESSEE shall be responsible for the security of the Premises and

all persons in its program while such persons are in, on or about the Premises.

9. EMERGENCY PREPAREDNESS. LESSEE agrees to be responsible for maintaining an emergency preparedness program for LESSEE. LESSEE shall not rely on STATE to provide food or supplies during a local or area wide disaster. STATE will, if time and material allow, assist LESSEE during a disaster.

10. FIRE/POLICE PROTECTION. LESSEE is a separate and distinct entity from the STATE and shall so inform first any local Fire and Police Agencies. The STATE and or Military shall in no way be responsible or liable for such protection to LESSEE.

11. LESSEE GUARANTEES. LESSEE hereby guarantees, for the term of this Lease any and all work or services performed by LESSEE or LESSEE'S properly qualified or authorized agents, employees, and contractors, in order to accomplish the installation and/or maintenance of the facilities.

12. CUSTODIAL AND TRASH. LESSEE shall pick up trash and debris at Premises and deposit trash in trash bins provided by STATE. STATE shall, at its expense, arrange for trash disposal for the contents of LESSEE as part of its regularly scheduled trash collection.

13. PARKING. LESSEE's employees, guests, invitees and Permitted Users shall have the use of the non-reserved designated automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by STATE.

STATE reserves the right to designate parking areas within reasonable proximity to the Premises for LESSEE'S agents, invitees, and employees. Parking is allowed in designated parking areas only.

End of Section 2

SECTION 3 – STANDARD PROVISIONS

1. **PERMITS AND APPROVALS.** STATE and LESSEE agree that LESSEE'S ability to use the Premises is dependent upon LESSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with LESSEE, at no expense to STATE, in LESSEE'S effort to obtain such approvals in connection with said permits, licenses or other approvals.
2. **LEASE MODIFICATION FEES.** An administration fee shall be assessed for any action originated by LESSEE requiring lease administration or technical review staff work by STATE which result in an amendment to, or assignment of this Lease. To initiate such services, LESSEE must submit a written request to STATE Military Department. The administration fee will be assessed at the prevailing rate in effect at the time the request is received.
3. **DEFAULT.** LESSEE shall make all payments to the STATE without deduction, default or delay. In the event of the failure of LESSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LESSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LESSEE of such default, this Lease may, at the STATE'S sole discretion, be terminated.

In the event of termination of this Lease, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at LESSEE'S expense all property there from and to repossess and occupy the Premises. In the event STATE terminates this Lease pursuant to this Paragraph, the STATE shall not be required to pay LESSEE any sum or sums whatsoever.
4. **COMPLIANCE WITH LAWS.** LESSEE shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state, Military and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.
5. **FAILURE TO PERFORM.** In the event of the failure, neglect, or refusal of LESSEE to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by LESSEE, STATE will, at its option, have the right to do and perform the same, and LESSEE hereby covenants and agrees to pay STATE the cost thereof on demand.
6. **RIGHTS RESERVED BY STATE.**
 - (a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by LESSEE) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LESSEE.
 - (b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.
 - (c) No priority or other rights will attach to the use of any space in STATE'S building or on said facility.
7. **ACTS OF NATURE.** If any of LESSEE'S improvements or equipment are destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and that consumes no more electrical power. LESSEE shall immediately notify STATE of such items and the date the replacement is completed.
8. **HAZARDOUS WASTE.** LESSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.
 - (a) In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE'S illegal use, storage,

SECTION 3 – STANDARD PROVISIONS

transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where the LESSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE'S direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

9. **VACATING THE PREMISES.** LESSEE shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to STATE, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

10. **RECOVERY OF LEGAL FEES.** If action is brought by the STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LESSEE, and if the STATE will prevail in such action, the LESSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

11. **AMERICAN WITH DISABILITIES ACT.** LESSEE shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications. By signing this Lease, LESSEE assures STATE it complies with the Americans with

Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et sec.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

12. **TAXES AND ASSESSMENTS.** LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease. It is understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

13. **NON-DISCRIMINATION.** In the performance of this Lease, LESSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (GC, Section 12920-12994).

REMEDIES FOR WILLFUL VIOLATIONS:

SECTION 3 – STANDARD PROVISIONS

(1) The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) The STATE will have the right to terminate this Lease and any loss or damage sustained by the STATE by reason thereof will be borne and paid for by the LESSEE.

14. INSURANCE.

Prior to or at Lease execution LESSEE shall furnish to the STATE a certificate of insurance, along with all policy endorsements, with the STATE's Lease Number L-2659 indicated on the face of said certificate or endorsements, issued to the STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, and their officers, agents and employees as additional insureds, but only insofar as the operations under the Lease are concerned. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

LESSEE shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insured with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

LESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

LESSEE shall ensure that the following general requirements are met:

a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

b. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by the STATE within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

c. Lessee shall notify the State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.

d. LESSEE is responsible for any deductible or self-insured retention contained within the insurance program.

e. In the event LESSEE fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

g. If LESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify LESSEE's self-insured status. If, at any time after

SECTION 3 – STANDARD PROVISIONS

the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

- 15. FIRE AND CASUALTY DAMAGES.** STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

- 16. HOLD HARMLESS INDEMNIFICATION.** This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by LESSEE, except those arising out of the sole negligence or willful misconduct of the STATE, its employees, agents, and invitees.

LESSEE agrees to defend, indemnify, and save harmless the STATE from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

- 17. LOSSES.** STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.
- 18. DEBT LIABILITY DISCLAIMER.** The STATE, including but not limited to the STATE's General Fund or any special self-insurance programs, is not liable for any debts, liabilities,

settlements, liens or any other obligations of the LESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions will not be liable for and will be held harmless by LESSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LESSEE, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of the LESSEE. STATE has no obligation to defend or undertake the defense on behalf of the LESSEE or its heirs, successors or assigns.

19. RELOCATION.

(a) In the event STATE terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Lease be terminated pursuant to its terms, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, LESSEE shall incorporate this Paragraph into the sublease. Failure to do so may obligate LESSEE for damages and costs resulting from claims for relocation payments by sublessee.

(c) The location of the Premises to be used by LESSEE for the purpose of this Lease may be changed as required by the STATE in the event of circumstances arising to warrant such a change. LESSEE agrees to accept another functionally equivalent location within the facility grounds within which to operate under the same general provisions of this Lease. In the event that new quarters are different in size from present quarters, there shall be an adjustment in rental rate on a proportionate square footage basis at the discretion of the STATE, either greater or smaller, as the case may be.

In the event the STATE is unable to relocate the LESSEE within the facility grounds, the STATE, upon reasonable notice, may require the LESSEE to leave the STATE premises. Reasonable notice is defined herein as to be at least thirty (30) days.

SECTION 3 – STANDARD PROVISIONS

20. **SMOKING RESTRICTIONS.** Per Government Code 7597, Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.
21. **RECORDING.** LESSEE shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.
22. **AUTHORITY TO CONTRACT.**
- (a) If LESSEE is a public, private or non-profit corporation, each individual executing this Lease on behalf of said LESSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this Lease on behalf of said LESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.
23. **PARTNERSHIP DISCLAIMER.** LESSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.
24. **MINERAL RIGHTS.** LESSEE agrees not to interfere, in any way, with the interests of any person or persons that may presently, or in the future, hold oil, gas, or other mineral interests upon or under said Premises; nor shall LESSEE, in any way, interfere with the rights of ingress and egress of said interest holders.
25. **CEQA.** Any physical changes made to the improvements by Lessee or its agents shall comply with the California Environmental Quality Act (CEQA).
26. **BANKRUPTCY.** In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions of the "Default" Paragraph hereof shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against LESSEE; (c) a writ of execution is levied against this Lease or the leasehold estate; (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Premises.
27. **AMENDMENTS AND MODIFICATIONS.** No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.
28. **MUTUAL CONSENT.** Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.
29. **FORCE MAJEURE.** If either LESSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.
30. **WAIVER.** If the STATE waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition.
- Failure by STATE to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease STATE'S right to insist thereafter upon strict performance by LESSEE.
- Waiver by STATE of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized STATE representative.
31. **ENTIRE AGREEMENT.** This Lease and its exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

SECTION 3 – STANDARD PROVISIONS

32. **PARAGRAPH HEADINGS.** All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
33. **SEVERABILITY.** If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.
34. **SEPARATE COUNTERPARTS.** This Lease may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.
35. **SUPERSEDURE.** This Lease supersedes and voids any prior license, lease or agreement of any kind between the STATE and the LESSEE identified in this Lease with regards to the Premises.
36. **BINDING.** The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.
37. **ESSENCE OF TIME.** Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

End of Section 3

THIS AREA INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA
APPROVED:

LESSEE:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

CITY OF TURLOCK
a Municipal Corporation

By: _____
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development

By: _____
ROY W. WASDEN
City Manager

Date Executed: _____

By: _____
ALLISON VAN GUILDER
Parks, Recreation and Public Facilities Director

By: _____
PHAEDRA A. NORTON, City Attorney

ATTEST:

By: _____
KELLIE E. WEAVER, City Clerk

APPROVAL RECOMMENDED:

By: _____
MARK MCGUIRE
Real Estate Officer

CONSENT:

MILITARY DEPARTMENT

By: _____
THOMAS CLARKE, CW4
Contracting Officer



Council Synopsis

February 10, 2015

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) Altec Model LR7-56 Articulating Overcenter Aerial Device through the National Joint Powers Alliance, Contract #31014-Alt, from Altec Industries, Inc., for the Parks, Recreation & Public Facilities Department, in an amount not to exceed \$151,820, without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Chapter 7, Section 08 (b)(5) have been satisfied

2. DISCUSSION OF ISSUE:

The City is engaged in a joint purchasing plan with the National Joint Powers Alliance Contract #31014-Alt for the purchase of one (1) Altec Model LR7-56 Articulating Overcenter Aerial Device from Altec Industries, Inc., pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5), without compliance to the formal bid procedure. The National Joint Powers Alliance competitively bids contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

Staff has identified the need to replace one (1) Aerial Device assigned to the Parks, Recreation and Public Facilities Department. Due to continuous repairs and maintenance, the 1988 GMC Aerial Device has become increasingly costly to maintain. The replaced 1988 GMC Aerial Device will be surplus, due to ongoing performance challenges and high maintenance cost. The cost of the Altec Model LR7-56 Articulating Overcenter Aerial Device will be shared between Assessments, Parks, Facilities, Storm, and Streets.

3. BASIS FOR RECOMMENDATION:

Staff recommends the joint contract purchase with the National Joint Powers Alliance for the purchase of one (1) Altec Model LR7-56 Articulating Overcenter Aerial Device in an amount not to exceed \$151,820. See attachment A.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number 506-00-000-221.51020 Equipment Replacement.

Fiscal impact to above line number: \$151,820

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Council may postpone this purchase. However, staff does not recommend this as an alternative, the increase of responsibilities and lack of an aerial device would delay the level of services.
- B). Retain the 1988 aerial device and continue to fund the repairs and maintenance.



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 10-7-14

REQUESTING DEPARTMENT: Parks, Recreation & Public Facilities

DEPARTMENT HEAD SIGNATURE: Allison Van Gulder

Vehicle requested for Acquisition in the 14/15 Fiscal year.

Amount Budgeted: \$1,521,000 — 506-00-060-221.51020
 Account Number(s): Funds 112+506 split between Assmts, Parks/Fac, Storm, & Streets.

Will this be a lease purchase? YES NO
 112-10-116.48001-215 \$38,000
 506-00-234.48001-215 \$38,000
 506-00-231.48001-215 \$38,000
 506-00-232.48001-215 \$38,000

Type of Vehicle Request:
ALTEC model LR7-56 Articulating overcenter Aerial Device

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" – Justification for expanding your department fleet:
N/A

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B
 Vehicle Being replaced: Year: 1988 Make: GMC
 Model: C-6500 Vehicle #: ST88-7101
 Mileage: 14015 269.50

Are you declaring this vehicle as surplus? Yes No

City Manager Approval: Roy W. Warden Date: 11/18/14



Opportunity Number: 263365-1
 Quotation Number: 263365-1
 NJPA Contract #: 31014-Alt
 Date: 9/19/2014

Quoted for: City of Turlock
 Customer Contact:
 Phone: /Fax: /Email:
 Quoted by: Kevin Stogner
 Phone: /Fax: /Email: 919-423-944 / kevin.stogner@altec.com
 Altec Account Manager: Don Hildebrandt 530-219-3373

REFERENCE ALTEC MODEL

| | | |
|-------|--|------------------|
| LR756 | Overcenter Articulating Aerial Device (Insulated) | \$138,328 |
|-------|--|------------------|

Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

| | | |
|---|--|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

(A1.) NJPA OPTIONS ON CONTRACT (General)

| | | | |
|---|-------|--|-------|
| 1 | SPOT3 | FOUR (4) POINT STROBE SYSTEM (Recessed, LED) | \$477 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

NJPA OPTIONS TOTAL: \$138,805

(B.) OPEN MARKET ITEMS (Customer Requested)

| | | | |
|---|----------------------|----------------------|---------|
| 1 | UNIT | Emergency Power | \$2,513 |
| 2 | UNIT & HYDRAULIC ACC | | |
| 3 | BODY | | |
| 4 | BODY & CHASSIS ACC | | |
| 5 | ELECTRICAL | | |
| 6 | FINISHING | | |
| 7 | CHASSIS | 2016 FL ILO 2014 Int | \$3,661 |
| 8 | OTHER | | |

OPEN MARKET OPTIONS TOTAL: \$6,174

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$144,979

Delivery to Customer: \$6,840

TOTAL FOR UNIT/BODY/CHASSIS: \$151,819

(C.) ADDITIONAL ITEMS (items are not included in total above)

| | | | |
|---|---------|-------------------------------------|--------|
| 1 | Chassis | Under CDL Chassis (19000 rear axle) | -\$450 |
| 2 | | | |
| 3 | | | |

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 210-240 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Creedmoor, NC



September 19, 2014
Our 85th Year

Ship To:
CITY OF TURLOCK
ATTN ACCOUNTS PAYABLE
156 S BROADWAY ST 112
TURLOCK, CA 95380
US

Bill To:
CITY OF TURLOCK
701 S WALNUT
FLEET MAINTENANCE
TURLOCK, CA 95380
United States

Attn:
Phone:
Email:

Altec Quotation Number: 263365 - 1
Account Manager: Don Hildebrandt
Technical Sales & Support: Kevin L Stogner

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| | <u>Unit</u> | | |
| 1. | ALTEC Model LR7-56 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip. Installed behind the cab to include the following features: <ul style="list-style-type: none"> A. Ground to Bottom of Platform Height: 56.3 feet (17.16 meters). B. Working Height: 61.3 feet (18.68 meters). C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 41.6 feet (12.68 meters). D. Maximum reach to edge of platform with Upper Boom Overcenter: 44.4 feet (13.53 meters). E. Continuous rotation. F. Lower Boom Articulation: 0 to 125 degrees. G. Lower Boom Insulator provides 15 inches (38.1 centimeters) of isolation. H. Upper Boom Articulation: 0 to 270 degrees. I. Platform capacity: 400 lbs (181.44 kilograms). J. Platform leveling: achieved by a single leveling chain and 3/4" fiberglass rods in the upper and lower booms. This lifetime system is very low maintenance. K. Hydraulic system: Open center (full pressure), maximum flow of 6.0 to 6.5 gpm (22.7 to 24.6 lpm), maximum operating pressure of 3,000 psi. L. Side-by-Side Boom Stow offers low travel height and easy platform access. M. Maintenance Free Elbow: nitrided to prevent rust, increase hardness and eliminates the need for grease at the elbow N. Small Boom Tip Profile. O. Altec Patented walking link system features uniform speed, smooth and continuous articulation and low maintenance operation. P. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. | 1 | |

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|--|------------|--------------|
| | Q. Unit meets or exceeds ANSI 92.2 standards. | | |
| 2. | Manual Upper Boom Stow Securing System with support cradle and tie down strap. | 1 | |
| 3. | Pedestal | 1 | |
| 4. | Reservoir, 30 Gallon | 1 | |
| 5. | Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches. Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down. | 1 | |
| 6. | One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position | 1 | |
| 7. | Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm) | 1 | |
| 8. | Platform Liner 50 kV - 24 x 24 x 39 inches (610 x 610 x 991 mm) | 1 | |
| 9. | Platform Floor Liner (Scuff Pad) with Step, 24 x 24 inches (610 x 610 mm) | 1 | |
| 10. | Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools. Tool system relief pressure set at 2,250 psi. | 1 | |
| 11. | Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers. | 1 | |
| 12. | Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options | 1 | |
| 13. | Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height. A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger/Unit Selector Valve D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Motion Alarms F. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed | 1 | |
| 14. | Hydraulic Outrigger Control Valves | 1 | |
| 15. | Insulating Aerial Device, ANSI Category C, 46kV and Below | 1 | |
| 16. | Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has | 1 | |

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|---|---|------------|--------------|
| | built in shock absorber that allows 28 inches (711 mm) of automatic adjustability | | |
| 17. | Lifting Eye - lifting eye at outer end of lower boom. Rated at 1,000lbs (454kg) lifting capacity | 1 | |
| 18. | Bolt On Grab Handle for Turntable | 1 | |
| 19. | Altec Aerial Device Powder Painted White | 1 | |
| <u>Unit & Hydraulic Acc.</u> | | | |
| 20. | HVI-22 Hydraulic Oil (Standard). | 35 | |
| 21. | Standard Pump For PTO | 1 | |
| 22. | Hot shift PTO for automatic transmission | 1 | |
| 23. | Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. If chassis is already in neutral with PTO engaged and operator tries to shift into gear, PTO will disengage and transmission will shift into gear. | 1 | |
| <u>Body</u> | | | |
| 24. | Altec Chip Dump Body 14.5 cubic yard capacity, 96 inches wide x 60 inches high x 132 inches long (2438 x 1524 x 3353 mm) with ladder box on curb side of body and single piece tailgate | 1 | |
| | A. Structural Channel stringers and floor channel. | | |
| | B. 12 gauge minimum floor plate. | | |
| | C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs. | | |
| | D. 14 gauge roof. | | |
| | E. Rear top and sides of body reinforced for lower boom support. | | |
| | F. 26-1/2 inches (673 mm) high tailgate, hinged curb side with provision to hold open for dumping. | | |
| | G. 12 gauge minimum rear under body skirt panel. | | |
| | H. Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop. | | |
| | I. LED lighting package, security-mounted, with wiring harness in automotive type loom. | | |
| | J. Two(2) LED strobes mounted in the upper rear corners of the dump body. | | |
| | K. Curb side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with rear roller and internal security chain. | | |
| | L. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. Upper section of rear door has a notch | | |
| | M. Interior of chip body finished with scratch and corrosion resistant liner | | |
| | N. Underside of chip body undercoated (except stringer channels). | | |
| | O. Painted White | | |
| 25. | Altec T-48 Thru Box tool compartment 48 inches wide x 50 inches high x 96 inches long (1219 x 1270 x 2438 mm) with 26.5 inch (673 mm) deep curb and street side compartments with the following compartmentation | 1 | |

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-------------|---|------------|--------------|
| A. | Streetside: Single compartment with two vertical barn-style doors. Left side has two (2) fixed shelves. Right side has four (4) unequal transverse compartments open to curbside. Compartment bottom has 0.125 inch (3.175 mm) rubber liner partitioned for chainsaw gas can and wedge storage. Security chain for chainsaw provided in bottom. | | |
| B. | Curbside: Single compartment with two (2) vertical barn-style doors. Left side has four (4) unequal transverse compartments open to streetside. All compartments have 0.125 inch (3.175 mm) rubber shelf liners. Top center has two (2) fixed shelves. Top right has six (6) swivel rope hooks (3-0-3). | | |
| C. | Standard features: Bolt-on rotary slam door locks. Gas shock door holders. Door locks are single point with locking cylinders. Finish paint interior compartments the same as exterior. Integrated locking system installed. | | |
| D. | Painted White | | |

Body and Chassis Accessories

| | | | |
|-----|---|---|--|
| 26. | Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Lexzar Coating | 1 | |
| A. | Cab Guard Mounting Kit | | |
| B. | Front Supports For Cab Guard | | |
| 27. | Cab Guard Access Stirrup Step(s) With Grab Handle At Curbside Rear Of Cab Guard | 1 | |
| 28. | Cab Guard Access Ladder | 1 | |
| 29. | ICC (Underride Protection) Bumper Installed At Rear | 1 | |
| 30. | T-100 Style Pintle Hitch (30,000 LB) | 1 | |
| 31. | Set of Safety Chain Loops, Fixed Mounting (Forestry Applications) | 1 | |
| 32. | Cone Holder, Horizontal Style with Vertical Pivot (Un-folds Upwards), For Mounting On Front Bumper | 1 | |
| 33. | Platform Rest, Rigid with Rubber Tube | 1 | |
| 34. | Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Collar Around The Outer Edges And Chain Handle | 2 | |
| 35. | Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer | 2 | |
| 36. | Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair) | 1 | |
| 37. | Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body | 1 | |
| 38. | Mud Flaps With Altec Logo (Pair) | 1 | |
| 39. | Driveaway Safety Kit | 1 | |
| 40. | Slope Indicator Assembly For Machine With Outriggers | 1 | |

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|--------------------------------------|--|------------|--------------|
| 41. | Vinyl manual pouch for storage of all operator and parts manuals | 1 | |
| <u>Electrical Accessories</u> | | | |
| 42. | Install secondary stowage system. | 1 | |
| 43. | Install Remote Start/Stop system in Final Assembly. | 1 | |
| 44. | Install Outrigger Interlock System | 1 | |
| 45. | Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights) | 1 | |
| 46. | 4-Corner Strobe Lighting, Amber LED Provide security rings | 1 | |
| | A. Two (2) Round Grommet Mounted Lights in Front Corners of Cab Guard | | |
| | B. Two (2) Round Grommet Mounted Lights at Rear | | |
| 47. | Dual Tone Back-Up With Outrigger Motion Alarm | 1 | |
| 48. | PTO Hour Meter, Round With 10,000 Hour Display | 1 | |
| 49. | 6-Way Trailer Receptacle (Pin Type) Installed At Rear | 1 | |
| 50. | Electric Trailer Brake Controller (Tekonsha Voyager #9030) | 1 | |
| 51. | Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches | 1 | |
| 52. | Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual) | 1 | |
| <u>Finishing Details</u> | | | |
| 53. | Focus Factory Build | 1 | |
| 54. | Delivery Of Completed Unit | 1 | |
| 55. | Powder Coat Unit Altec White | 1 | |
| 56. | Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders. | 1 | |
| 57. | Apply Non-Skid Paint to all walking surfaces | 1 | |
| 58. | English Safety And Instructional Decals | 1 | |
| 59. | Vehicle Height Placard - Installed In Cab | 1 | |

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|----------------|---|------------|--------------|
| 60. | Dielectric test unit according to ANSI requirements. | 1 | |
| 61. | Stability test unit according to ANSI requirements. | 1 | |
| 62. | Placard, HVI-22 Hydraulic Oil | 1 | |
| 63. | Inbound Freight | 1 | |
| 64. | Installation - LR7-56 Aerial Device | 1 | |
| <u>Chassis</u> | | | |
| 65. | Chassis | 1 | |
| 66. | Altec Supplied Chassis | 1 | |
| 67. | 2016 Model Year | 1 | |
| 68. | Freightliner M2-106 | 1 | |
| 69. | 4x2 | 1 | |
| 70. | Other Clear Cab To Axle Length 126.45" / 123.45" Clear CA | 1 | |
| 71. | Regular Cab | 1 | |
| 72. | Cummins ISB | 1 | |
| 73. | Allison 3500 RDS Automatic Transmission | 1 | |
| 74. | GVWR 33,000 LBS | 1 | |
| 75. | 13,200 LBs Front Axle Rating | 1 | |
| 76. | 21,000 LBs Rear Axle Rating | 1 | |
| 77. | Air Brakes | 1 | |
| 78. | 016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Behind Cab-Horizontal) | 1 | |
| 79. | Freightliner - Clear Area Around Allison PTO Opening (362-035) and (363-011) | 1 | |
| 80. | Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010) | 1 | |
| 81. | Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003) | 1 | |
| 82. | Freightliner/Allison Body Builder Connection (34C-001) | 1 | |
| 83. | Other Chassis Code Brake Controller Pre-Wire | 1 | |
| 84. | No Prewire Chassis | 1 | |
| 85. | No Idle Engine Shut-Down Required | 1 | |

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> |
|-----------------------------|---|------------|--------------|
| 86. | Clean Idle Certification | 1 | |
| 87. | Chassis Without Front Frame Extensions | 1 | |
| 88. | Air Conditioning | 1 | |
| 89. | AM/FM Radio | 1 | |
| 90. | Cruise Control | 1 | |
| 91. | Power Door Locks | 1 | |
| 92. | Power Windows | 1 | |
| 93. | Tilt Steering Wheel | 1 | |
| 94. | Other Interior Cab Options Heated, Power mirrors | 1 | |
| 95. | Block Heater | 1 | |
| <u>Miscellaneous</u> | | | |
| 96. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 | |

| | |
|--|-------------------|
| Unit / Body / Chassis Total FET Total Total | 151,819.00 |
|--|-------------------|

Altec Industries, Inc.

BY _____

Kevin L Stogner

Notes:

1 **OPTIONS AND ACCESSORIES:** These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

Opt1: Under CDL Chassis Deduct \$450.00
(19000 Rear Axle)

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

- 2 Altec Standard Warranty:
- One (1) year parts warranty.
 - One (1) year labor warranty.
 - Ninety (90) days warranty for travel charges.
- Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
- Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.
- Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts
- Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards
- 3 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would like to ensure that the following items are offered to you as part of the attached quotation package:
- Outrigger pads (When Applicable)
 - Fall Protection System
 - Fire extinguisher/DOT kit
 - Platform Liner (When Applicable)
 - Back up alarm
 - Wheel Chocks
- The aforementioned equipment is traditionally offered in our new equipment quotations, unless requested otherwise by the customer. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.
- 4 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 5 F.O.B. - Customer Site
- 6 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
- 8 Interest charge of 1/2% per month to be added for late payment.
- 9 Delivery: 210-240 days after receipt of order PROVIDING:

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
- B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
- C. Customer approval drawings are returned by requested date.
- D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 10 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

- 11 This quotation is valid until NOV 18, 2014. After this date, please contact Altec Industries, Inc. for a possible extension.

- 12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

- 13 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

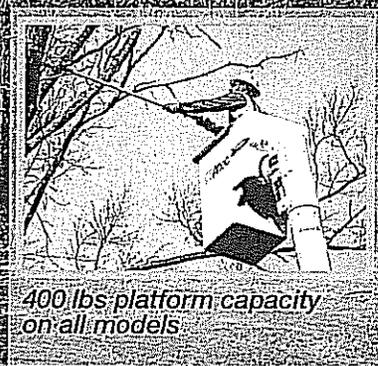
- 14 Please direct all questions to Don Hildebrandt at (919) 528-2535

LR7 Series features:

- Altec ISO-Grip® Control System
- Working height to 75 ft (22.8 m)
- Working side reach to 48.4 ft (14.8 m)
- 10 ft (3 m) elevator stores compactly
- Mounts on below-FET chassis
- Excellent payload capacity with full size chip box
- Maintenance-free elbow
- 400 lbs platform capacity
- 125 degrees lower boom articulation
- Improved hydraulics for lower oil temperatures
- Improved boom tip and platform covers
- A cupholder



Maintenance-free elbow



400 lbs platform capacity on all models



New Equipment Sales

210 Inverness Center Drive • Birmingham, AL 35242
800-958-2555 Fax 205-449-4774

For more information email us at sales@altec.com



Council Synopsis

February 10, 2015

5H

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) New Holland 2 WD Tractor, Model #T4-75, through the State of California CMAS, Contract #4-11-23-0033A, from Garton Tractor, Inc., for the Parks, Recreation & Public Facilities Department, in an amount not to exceed \$37,138, without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Chapter 7, Section 08 (b)(5) have been satisfied

2. DISCUSSION OF ISSUE:

The City is engaged in a joint purchasing plan with the State of California CMAS Contract #4-11-23-0033A for the purchase of one (1) New Holland 2 WD Tractor Model #T4-75 from Garton Tractor, Inc., pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5), without compliance to the formal bid procedure. The State of California Department of General Services competitively bids contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

Staff has identified the need to replace one (1) Tractor assigned to the Parks, Recreation and Public Facilities Department. Due to fire damage, the 1997 Ford Tractor was surplused. The cost of the New Holland 2 WD Tractor Model #T4-75 will be charged to the Landscape Assessment area.

3. BASIS FOR RECOMMENDATION:

Staff recommends the joint contract purchase with the State of California for the purchase of one (1) New Holland 2 WD Tractor Model #T4-75 in an amount not to exceed \$37,138. See attachment A.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number 506-00-000-234.51020 Equipment Replacement.

Fiscal impact to above line number: \$37,138

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A) Council may postpone this purchase. However, staff does not recommend this as an alternative, the increase of responsibilities and lack of a tractor would delay the level of services.



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 10-17-14

REQUESTING DEPARTMENT: Parks, Recreation and Public Facilities

DEPARTMENT HEAD SIGNATURE: *Allison VanGelder*

Vehicle requested for Acquisition in the 14/15 Fiscal year.

Amount Budgeted: \$40,000
 Account Number(s): WM 506.00.000.234-51020

Will this be a lease purchase? YES NO

Type of Vehicle Request:

New Holland 2WD Tractor T. 4.75

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" – Justification for expanding your department fleet:
Ford tractor PK97-4019 was damaged due to a fire and
was sent to auction

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B

Vehicle Being replaced: Year: 1997 Make: Ford Tractor
 Model: 4630-55HP Vehicle #: PK97-4019
 Mileage: ?

Are you declaring this vehicle as surplus? Yes No

City Manager Approval: *Roy W. Wearden* Date: 11/18/14

2400 N. Golden State Blvd.
 PO Box 1849
 Turlock, CA 95380
 (209)632-3931
 Fax (209)632-8006



Quality People Quality Products®

1-877-TRACTOR

(1-877-872-2867)

www.Garton-Tractor.com

QUOTE

Buyer: CITY OF TURLOCK

Date: 9/8/2014

Address: 156 S. BROADWAY STE 112

City, State: TURLOCK, CA

Zip: 953805454

Invoice No. _____ Date: _____ Phone #: _____ P.O. # _____ Sales Tax District: STAN

| New or Used | Make | Model | Serial # | Stock # | Description | Amount |
|-------------|-------------|-------|----------|---------|--|-------------|
| New | NEW HOLLAND | T4.75 | | | 2WD TRACTOR, ROPS, 76 ENGINE HP / 62 PTO HP FLEX | \$34,500.00 |
| | | | | | 1-REMOTE VALVE,540 PTO, 3PT, DRAWBAR W/CLEVIS | |
| | | | | | 21.5L-16.1 R3 TURF TIRES / I-1 IMP. TIRE | |
| | | | | | FRONT WEIGHTS | |
| | | | | | CANOPY | |
| | | | | | 16 X 16 MECH/SHUTTLE TRANSMISSION | |

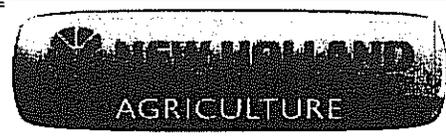
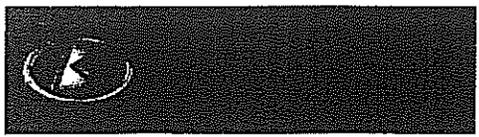
| Year | Make | Model | Serial # | Stock # | Description | Trade-In Allowance | Freight & Handling: |
|---|------|-------|----------|---------|-------------|--------------------|------------------------|
| TRADE-INS: Except as noted. Buyer Certifies Below Trade-Ins to be free of encumbrances except as note | | | | | | | Subtotal: |
| | | | | | | | \$34,500.00 |
| | | | | | | | Tax Rate: 7.625% |
| | | | | | | | \$2,630.63 |
| | | | | | | | Calif. Tire Tax: |
| | | | | | | | \$7.00 |
| | | | | | | | Extended Warranty: |
| | | | | | | | UCC/Doc Fee: |
| Trade-In Allowance \$0.00 Amount Owing _____ Net Trade-In Allowance | | | | | | \$0.00 | Total Delivered Price: |
| | | | | | | | \$37,137.63 |

"Trade-In's must be turned in or picked up no later than 5 days after delivery of purchased equipment."

Financing Terms: Net Invoice.

| | |
|---|--------------------|
| Trade-In Allowance | \$0.00 |
| Less Cash Down Payment* | |
| Total Down Payment | \$0.00 |
| Unpaid Balance | \$37,137.63 |
| Other Charges (#1) | |
| Other Charges (#2) | |
| AMOUNT FINANCED OR DUE ON DELIVERY | \$37,137.63 |

Notes: Warranty: STANDARD FACTORY 2-YEAR / 2000 HOUR WARRANTY
 EXTENDED WARRANTY AVAILABLE
 Availability: IN STOCK 10-15-14
 CMAS Contract # 4-11-23-00334



Kawasaki

WE appreciate your business!
 Eugene Kajioka ekajioka@garton-tractor.com
 (209)652-0267

Quotes are subject to change by availability or manufacturer programs

QUOTE



BIDSYNC

HOME CONTACT US



Bid Notification

Procurement Solutions

Resources

Newsroom

Company

View Contract

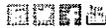
| CONTRACT | |
|-----------------|---|
| Title | CMAS |
| Contract Number | 4-11-23-0033A |
| Department | State Wide |
| | Telephone: 2099485401 City: STOCKTON Email: ADASTE@GARTON-TRACTOR.COM Street Address: 2924 FRENCH CAMP TURNPIKE ROAD Zip: 95206 State: CA Fax: 2094635794 Contact name: ANDIE DASTE Ext: 4217 |
| Description | Product Service Description BRAND-KUBOTA BRAND-LANDPRIDE BRAND-NEW HOLLAND CONSTRUCTION EQUIP-ACCESSORIES CONSTRUCTION EQUIP-BACKHOE CONSTRUCTION EQUIP-BULLDOZER CONSTRUCTION EQUIP-EXCAVATOR CONSTRUCTION EQUIP-LOADER LAWN/AG EQUIP-ACCESSORIES LAWN/AG EQUIP-MOWER LAWN/AG EQUIP-TRACTOR |
| Start Date | Jan 4, 2011 |
| Expiration Date | Nov 30, 2015 |
| Supplier | # - Garton Tractor |
| Classifications | [211017] Agricultural machinery for harvesting [221015] Earth moving machinery [221017] Heavy equipment components [251019] Specialized and recreational vehicles |

Contract Items

| ITEM NAME | PRODUCT CODE | TITLE | SUPPLIER | PRICE | UNIT |
|--------------------------------------|--------------|-------|----------|-------|------|
| There are no contract items to show. | | | | | |

[Close](#)

Home | Legal | Privacy | Sitemap | News | About Us



© 2014 BidSync. All rights reserved.



Equipment Report (Full List)

Municipal Services

10/17/2014

Page

1

| | | | |
|----------------|--------------------------------|------------------|-------------|
| Equipment No. | PK97-4019 1997 4630 TRACTOR | | |
| Serial # | 069102B | Site | FLEET MAINT |
| Model No. | 4630-55HP | Equipment Type | AUCTION |
| Location | FLEET | Fleet Supervisor | |
| Address | - | Priority | 4.00 |
| Sub-location 2 | - | Fleet/Auction ? | AUCTION |
| Sub-location 3 | - | In Service | No |

| | | | |
|--------------------------|-----------------|-----------------------|------------------|
| Manufacturer | FORD | General Ledger No. | 110-60-600.46032 |
| Vendor ID | 206 | Asset No. | |
| Vendor Branch | | Service Contract No. | |
| Cost Center | 110/457.005.002 | Assessment District | |
| Department | | Type of Fuel | |
| Purchase Date | 10/3/1997 | Color of Equipment | BLUE |
| Startup Date | 12/8/1997 | License # | CERT#118277 |
| Warranty Expiration Date | 10/31/1902 | Engine | DA5,210HP |
| Life (months) | 360.00 | Insured ? Yes or No | N |
| Original Cost | \$20,133.80 | User-defined Field 7 | RAY |
| Replacement Cost | \$22,000.00 | User-defined Field 8 | TRUCK |
| Employee Labor Cost | \$17,097.75 | User-defined Field 9 | AUCTION |
| Vendor Labor Cost | \$10,651.60 | User-defined Field 10 | TIER 1 OFF ROAD |
| Material Cost | \$15,990.45 | | |
| Spare-parts Code | | | |

Safety Note

| | | | |
|-----|-------------------|----------------------|---------------|
| EIN | VEH SERIAL NUMBER | ENGINE SERIAL NUMBER | ENGINE FAMILY |
| | SV3V78 069102B | JA692305 JA692305 | |

- 1 51515
- 1 51712
- 1 33166
- 1 46530
- 1 46531

(Damaged tractor info)

- 1 CFI 85515
- 1 CFI 85712
- 1 CFI 86166
- 1 CFI 88530
- 1 CFI 88531



Fax Cover Sheet

Number of pages including cover sheet:

Date: 10-16-2-14 Time: 11:45

To: RAY GARICA

Fax: (209) 668-5619

From: Eugene Kajioka

Direct #: (209) 633-4347

Cell # (209) 652-0267

E-mail: ekajioka@garton-tractor.com

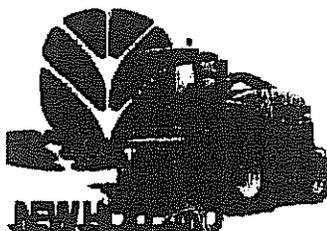
Fax #: (209) 632-8006

Message: RAY,

HERE'S QUOTE FOR NEW HOLLAND TRACTOR. I WILL GET YOU QUOTE FOR A, KAWASAKI

WHEELLOADER, LATER TODAY.

THANKS, EUGENE



TN70



**Council
Synopsis**

February 10, 2015

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) 914K Caterpillar Wheel Loader through the State of California CMAS, Contract #4-09-23-0027A, from Holt of California, for the Parks, Recreation & Public Facilities Department, in an amount not to exceed \$112,361 without compliance to the formal bid procedure, having found that the circumstances listed in Turlock Municipal Code Title 2, Chapter 7, Section 08 (b)(5) have been satisfied

2. DISCUSSION OF ISSUE:

The City is engaged in a joint purchasing plan with the State of California CMAS Contract #4-09-23-0027A for the purchase of one (1) 914K Caterpillar Wheel Loader from Holt of California, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5), without compliance to the formal bid procedure. The State of California Department of General Services competitively bids contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

Staff has identified the need to replace one (1) Wheel Loader assigned to the Parks, Recreation and Public Facilities Department. Due to continuous repairs and maintenance, the 1986 Caterpillar Wheel Loader has become increasingly costly to maintain. The replaced 1986 Caterpillar Wheel Loader will be used as a backup loader and for parts. The cost of the 914K Caterpillar Wheel Loader will be shared between Assessments, Parks, Facilities, Storm, and Streets.

3. BASIS FOR RECOMMENDATION:

Staff recommends the joint contract purchase with the State of California for the purchase of one (1) 914K Caterpillar Wheel Loader in an amount not to exceed \$112,361. See attachment A.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number 506-00-000-221.51020 Equipment Replacement.

Fiscal impact to above line number: \$112,361

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Council may postpone this purchase. However, staff does not recommend this as an alternative, the increase of responsibilities and lack of a wheel loader would delay the level of services.
- B). Retain the 1986 wheel loader and continue to fund the repairs and maintenance.



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 12-16-14

REQUESTING DEPARTMENT: PARKS + RECREATION

DEPARTMENT HEAD SIGNATURE: Allison VanGulden

Vehicle requested for Acquisition in the 14/15 Fiscal year.

Amount Budgeted: \$160,000 - split equally between Streets, Storm, Assets, + Parks/Pac

Account Number(s): 112-10.116.48001-215 \$28,125

Bid Price - \$112,360.58 506-00-234.48001-215 \$28,125

506-00-231.48001-215 \$28,125

506-00-232.48001-215 \$28,125

Will this be a lease purchase? YES NO

Type of Vehicle Request: 914K wheel loader

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" – Justification for expanding your department fleet:

| |
|--|
| |
| |
| |
| |

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B

Vehicle Being replaced: Year: 1986 Make: Caterpillar loader 916

Model: 916 loader Vehicle #: ST-86-707

Mileage: 4,788.00

Are you declaring this vehicle as surplus? Yes No

City Manager Approval: Roy W. Wasson Date: 12/18/14



Original Quote Date: 3/7/2014
SALES ORDER/ QUOTATION

For: City of Turlock
Address: 156 S Broadway #112
City, State: Turlock, CA 95380
Account No: 0138559

Current Date: 10/7/2014
Salesman: Dave Espindula
Contact: Ray Garcia
Phone: (209) 668-5599

| Quantity | Description of Material and Equipment | Reference Number | Approx. Weight | Amount |
|----------|--|------------------|----------------|---------------|
| 1 | 914K WHEEL LOADER LIST PRICE | 397-2672 | | \$148,085.19 |
| S/N | * See Spec. Sheet for list of standard items. | | | |
| | ENGINE, HRC, T4I | 397-2679 | | |
| | POWERTRAIN, HI RIMPULL, 24MPH | 396-2517 | | |
| | VALVE, DRAIN ECO | 308-0189 | | |
| | BATTERY, STANDARD | 454-4435 | | |
| | LIGHTS, ROADING, RH DIP | 423-5544 | | |
| | FAN, COOLING, ON DEMAND | 423-6170 | | |
| | STEERING, STANDARD | 417-5830 | | |
| | CAB, DELUXE | 398-8705 | | |
| | FEATURE PACKAGE, LOAD | 425-9674 | | |
| | SEAT BELT, RETRACTABLE 3 " | 236-8015 | | |
| | HEATER AND AIR CONDITIONER | 396-2509 | | |
| | SECURITY SYSTEM, NONE | 433-3258 | | |
| | TIRES, 17.5-R25 XTLA * L2 | 385-5822 | | |
| | FENDERS, STANDARD | 392-3185 | | |
| | ENCLOSURE, STANDARD | 396-2598 | | |
| | ENGINE COOLANT, STANDARD | 450-5406 | | |
| | HYDRAULIC OIL, STANDARD | 450-5405 | | |
| | INSTRUCTIONS, ANSI | 431-9528 | | |
| | SERIALIZED TECHNICAL MEDIA KIT | 421-8926 | | |
| | BEACON, ROTATING | 260-5501 | | |
| | ALARM, BACK-UP | 426-1526 | | |
| | BUCKET, 1.9 CYD GP | 415-5931 | | |
| | CUTTING EDGES, BOLT-ON, 3 PIECE | 9W-8618 | | |
| | LOADER ARRANGEMENT, PIN ON | 433-7003 | | |
| | HYDRAULIC, 2 VALVE | 396-2520 | | |
| | AIR CLEANER , STANDARD | 273-9577 | | |
| | RADIO, CATERPILLAR | 266-1418 | | |
| | CMAS DISCOUNT #4-09-23-0027A 21% | | | (\$31,097.88) |
| | ADDITIONAL DISCOUNT 8.5% | | | (\$12,587.24) |
| | UNIT SOLD WITH CATERPILLAR'S PREMIER WARRANTY OF 1 YEAR / UNLIMITED HOURS. | | | |

Approximate Shipping Weight in Pounds

| | | |
|---|--------|--------------|
| Sales Price | | \$104,400.07 |
| Sales Tax | 7.625% | \$7,960.51 |
| TOTAL PRICE | | \$112,360.58 |
| Trade-in - | | |
| Rentals Applied (including tax) | | |
| Cash Down Payment | | |
| Total Applied to Purchase | | |
| Amount to Finance (not including \$300 UCC1 filing fee) | | \$112,360.58 |

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision. All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within Holt of California's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

DATED:
HOLT OF CALIFORNIA

DATED:
CUSTOMER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Equipment Report (Full List)

Municipal Services

12/16/2014

Page

1

| | | | |
|----------------|-----------------------------|------------------|-------------|
| Equipment No. | ST86-707 1986 916 LOADER | | |
| Serial # | 2XB01008 | Site | FLEET MAINT |
| Model No. | 916 | Equipment Type | TRACTORS |
| Location | FLEET | Fleet Supervisor | CANT |
| Address | - | Priority | |
| Sub-location 2 | - | Fleet/Auction ? | FLEET |
| Sub-location 3 | - | In Service | Yes |

| | | | |
|--------------------------|-----------------|-----------------------|-------------------|
| Manufacturer | CATERPILLAR | General Ledger No. | 217-50-510.46032 |
| Vendor ID | | Asset No. | |
| Vendor Branch | | Service Contract No. | |
| Cost Center | 135/431.005.002 | Assessment District | |
| Department | | Type of Fuel | DIESEL |
| Purchase Date | | Color of Equipment | YELLOW |
| Startup Date | 3/12/1996 | License # | |
| Warranty Expiration Date | | Engine | CAT |
| Life (months) | | Insured ? Yes or No | N |
| Original Cost | \$40,215.00 | User-defined Field 7 | RAY |
| Replacement Cost | \$50,000.00 | User-defined Field 8 | TRUCK |
| Employee Labor Cost | \$35,388.05 | User-defined Field 9 | RS |
| Vendor Labor Cost | \$21,029.82 | User-defined Field 10 | RAY OFF ROAD TRAC |
| Material Cost | \$30,411.70 | | |
| Spare-parts Code | | | |

| Task No. | Description | WO Type | Priority | In-service | Task | Expense Class | Multitask |
|---------------|---------------------------------|---------|----------|------------|------|---------------|-----------|
| FLTSERVICECAL | SERVICECALL IN CORP YARD/ON THE | FLT124 | 3.00 | Yes | | | No |
| L | ROAD | | | | | | |
| FLTDAILY | | | 3.00 | Yes | | | No |
| FLTMINICHK | MINI CHECK 10 POINT VISUAL | FLT094 | 3.00 | Yes | | | No |
| | INSPECTION/FLUIDS/TIRE PRESSURE | | | | | | |
| FLTPMA-OFF | PMA TRACTORS/LARGE MOWERS 22 | FLT095 | 3.00 | Yes | | | No |
| ROAD-HRS | POINT VISUAL INSPECTION | | | | | | |
| FLTPMB-65,000 | PMB 65,000 MILE, 300 | FLT182 | 3.00 | Yes | | | No |
| | HRS.TRANSMISSION & REAR END | | | | | | |
| | SERVICE | | | | | | |

Safety Note

EIN VEH SERIAL NUMBER ENGINE SERIAL NUMBERENGINE FAMILY
 UB3K64 2XB01008 45V49935 3208

- 1 51798
- 1 33352
- 1 42047
- 1 46475
- 1 33941

ENGINE SIZE- 3204

FRONT AND REAR TIRES 15.5-25

Equipment Report (Full List)

Municipal Services

12/16/2014

Page

2

YARDAGE (BUCKET)1.0 CU. YDS

- 1 CFI 85798
- 1 CFI 86352
- 1 CFI 86941
- 1 CFI 87047
- 1 CFI 88475

TRANSMISSION FILTER 51420

LARRY BURGESS

4T-8091 END EDGE

IU-8091 CUTTING EDGE

blade bolts 10 4J-9058

BLADE NUTS 10 2J-3507



**Council
Synopsis**

55

February 10, 2015

From: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Contract renewal between the City of Turlock and the Turlock Umpire Group to officiate adult city league softball games

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Umpire Group (TUG), intend to renew a contract to officiate adult city league softball games for the calendar year of 2015. Adult city league softball games are played from late February to mid-November each year. The City and TUG have successfully partnered together to offer safe athletic opportunities in the past.

3. BASIS FOR RECOMMENDATION:

To ensure the City and TUG are adequately shielded from risk and liability; staff thoroughly evaluated the impacts of entering into a Contract with TUG. In order to contract with the City of Turlock, TUG will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, and financial management, all of which are detailed in the Contract. Staff will work closely with TUG to ensure all requirements are maintained for the term of the contract.

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

Goal(s): b-i Promote the usage of Pedretti Sport Complex and Gemperle Fields at Turlock/Stanslaus Regional Sports Complex, California State University Stanislaus, and Joe Debely Field resulting in economic benefits through increases in transient occupancy and sales tax

4. FISCAL IMPACT / BUDGET AMENDMENT:

The City of Turlock will pay TUG monthly according to invoices submitted by TUG to the City of Turlock. Invoices will be determined by the number of games played each night during the month. No additional monies are required for this program.

The contract is set for \$44,000 in expenses to pay for the officiating for the calendar year.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Council could choose not to enter into a contract with TUG to provide officiating for adult softball. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable sports activities.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TURLOCK UMPIRE GROUP
for
Officiating Adult League Softball Program
Contract No. 15-001

THIS AGREEMENT is made this 10th day of February, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as "CITY" and **TURLOCK UMPIRE GROUP**, a California corporation, hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for softball officials; and

WHEREAS, INDEPENDENT CONTRACTOR 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:** INDEPENDENT CONTRACTOR shall provide officials for every sanctioned Adult Amateur Softball Association league game scheduled by the City of Turlock, Parks, Recreation and Public Facilities Department and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. INDEPENDENT CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, train and critique all umpires, at its sole cost and expense, as INDEPENDENT CONTRACTOR 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.

OK for Agenda
[Signature]

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Forty four thousand and no/100ths Dollars (\$44,000.00). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of games needing officials. INDEPENDENT CONTRACTOR will be compensated only for games officiated. INDEPENDENT CONTRACTOR will submit an invoice to CITY each month for payment of officiated games.

(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 after receiving dated invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(4) CITY will pay INDEPENDENT CONTRACTOR for services based on the following schedule:

| | |
|----------------------------------|------------------|
| Stand – by Official | \$12.00 per day |
| Single Official – 65 minute game | \$28.00 per game |
| Two Official – 75 minute game | \$34.00 per game |

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the city. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

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 February 10, 2015 and ending February 10, 2016, subject to CITY's availability

of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident or 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: (a) 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 (b) INDEPENDENT CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to 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 insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of INDEPENDENT CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of INDEPENDENT CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to INDEPENDENT CONTRACTOR insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

(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: INDEPENDENT CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any

time.

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

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

7. INDEMNIFICATION: INDEPENDENT CONTRACTOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of INDEPENDENT CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

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

INDEPENDENT CONTRACTOR, 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.

INDEPENDENT CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by INDEPENDENT CONTRACTOR under this Agreement. INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR in fulfillment of this Agreement. INDEPENDENT CONTRACTOR has control over the manner and means of performing the services under this Agreement. INDEPENDENT CONTRACTOR is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, INDEPENDENT CONTRACTOR has the responsibility for employing other persons or firms to assist INDEPENDENT CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by INDEPENDENT CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of INDEPENDENT CONTRACTOR. 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 INDEPENDENT CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR'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 INDEPENDENT CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of INDEPENDENT CONTRACTOR's personnel.

It is further understood and agreed that INDEPENDENT CONTRACTOR shall not transport participants in the program at any time.

As an independent contractor, INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR.

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 INDEPENDENT CONTRACTOR, (2) legal dissolution of INDEPENDENT CONTRACTOR, or (3) death of key principal(s) of INDEPENDENT CONTRACTOR.

(b) Termination by CITY for Default of INDEPENDENT CONTRACTOR. Should INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR. 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 INDEPENDENT CONTRACTOR, dishonesty or theft.

(c) Termination by INDEPENDENT CONTRACTOR for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR, willful destruction of INDEPENDENT CONTRACTOR's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay INDEPENDENT CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option INDEPENDENT CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR's Tax Status. If CITY determines that INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR. 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, INDEPENDENT CONTRACTOR 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, INDEPENDENT CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of INDEPENDENT CONTRACTOR's work on the project. Further, if CITY so requests, and at CITY's cost, INDEPENDENT CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date.

(g) If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay INDEPENDENT CONTRACTOR 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 INDEPENDENT

CONTRACTOR, INDEPENDENT CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay INDEPENDENT CONTRACTOR for that portion of INDEPENDENT CONTRACTOR's services which were performed by INDEPENDENT CONTRACTOR 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 and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, INDEPENDENT CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. INDEPENDENT CONTRACTOR 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. INDEPENDENT CONTRACTOR 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, INDEPENDENT CONTRACTOR 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. INDEPENDENT CONTRACTOR 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. INDEPENDENT CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, INDEPENDENT CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF INDEPENDENT CONTRACTOR: Throughout the term of this Agreement, INDEPENDENT CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. INDEPENDENT CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. INDEPENDENT CONTRACTOR 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: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, 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 INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

17. NEWS AND INFORMATION RELEASE: INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR: INDEPENDENT CONTRACTOR 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. INDEPENDENT CONTRACTOR warrants that, in performance of this Agreement, INDEPENDENT CONTRACTOR shall not employ any person having any such interest. INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR may incur in performing such additional services, and INDEPENDENT CONTRACTOR shall not be required to perform any such additional services.

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

21. 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.

22. 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.

23. 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 INDEPENDENT CONTRACTOR's charges to CITY under this Agreement.

INDEPENDENT CONTRACTOR 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 INDEPENDENT CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

27. CITY BUSINESS LICENSE: INDEPENDENT CONTRACTOR will have a City of Turlock business license.

28. DRIVERS LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver's License.

29. TAXPAYER IDENTIFICATION NUMBER: INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

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

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall

maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain an up-do-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

33. RIGHT TO UTILIZE OTHERS: CITY reserves the right to utilize other to perform work similar to the services provided hereunder

34. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: INDEPENDENT CONTRACTOR 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.*

35. 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 INDEPENDENT

CONTRACTOR: TURLOCK UMPIRE GROUP
2633 MAESTRO WAY
MODESTO CA 95355
PHONE: (209) 551-1952

For CITY:

CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION ANDPUBLIC FACILITIES DEPARTMENT
144 S. BROADWAY
TURLOCK, CA 95380-5454
PHONE: (209) 668-5599 EXT. 4601
FAX: (209) 668-5619

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

CITY OF TURLOCK, a municipal corporation

TURLOCK UMPIRE GROUP

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie Weaver, City Clerk, CMC

EXHIBIT A SCOPE OF SERVICE

PERFORMANCE OF DUTIES

INDEPENDENT CONTRACTOR agrees to provide various Officials for adult softball program, to the sole reasonable satisfaction of the City of Turlock Parks, Recreation and Public Facilities Director or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such duties in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain field area in a clean, safe and orderly manner.

SUBCONTRACTORS

In the event an **INDEPENDENT CONTRACTOR** will not be able to officiate due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, **INDEPENDENT CONTRACTOR** will implement the following procedure:

INDEPENDENT CONTRACTOR will secure a substitute contractor equally or better qualified to officiate program at the scheduled time and place.

SUPERVISION

INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the sporting event and to assume responsibility for officials discipline to ensure adequate protection for players and facility.

FACILITY

INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each training session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever training is in progress to monitor programs for quality.

CONDUCT

INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this agreement.

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks, Recreation and Public Facilities Director or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

**WAIVER OF
INSURANCE PROVISIONS
in Contract No. 15-001
between
THE CITY OF TURLOCK
and
TURLOCK UMPIRE GROUP**

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Automobile Liability Insurance**
Game officials will not be using an automobile as part of their work or service under this Agreement.
2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.
3. **Workers Compensation Insurance**
Game officials are considered Independent Contractors and must carry individual Amateur Softball Association (ASA) Insurance to officiate any ASA sanctioned event

Dated: February 10, 2015

Larry Mitts, President
Turlock Umpire Group

Allison Van Guilder, Director
Parks, Recreation and Public Facilities Department



**Council
Synopsis**

5K

February 10, 2015

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$3,000 to account number 266-20-255-353.47095_000 "911 Grant – Training Expenses" and \$3,000 to account number 266-20-255-353.35720 "911 Grant – Revenue" for reimbursable training funded by the California 9-1-1 Emergency Communications Branch

2. DISCUSSION OF ISSUE:

The California 9-1-1 Emergency Communications Branch allocates up to \$3,000 per fiscal year for specified training relative to Public Safety Answering Points (PSAP). The Turlock Dispatch Center is a designated PSAP, eligible for this training reimbursement.

Designated PSAP's are required to pay for the training and then submit for reimbursement. Appropriating \$3,000 into 266/20-255-353.47095_000 would allow the City to pay for training and then submit for reimbursement.

3. BASIS FOR RECOMMENDATION:

A reimbursable training opportunity is available in February of 2015. No money is budgeted in fund 266/20-255-353.47095_000 for FY14-15. Council action is required to appropriate funding.

Strategic Plan Initiative: B Fiscal Responsibility

Goal(s): 1(b) Identify smart revenue opportunities including but not limited to grants and outside sources of funding

4. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriate \$3,000 to account number 266-20-255-353.47095_000 (Expenses) and \$3,000 to account number 266-20-255-353.35720 (Revenue) for training expenses to be reimbursed by California 9-1-1 Emergency Communications Branch.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A. Council may deny the request to appropriate funding for this reimbursable training opportunity.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$3,000 TO ACCOUNT NUMBER }
266-20-255-353.47095_000 "911 GRANT – }
TRAINING EXPENSES" AND \$3,000 TO }
ACCOUNT NUMBER 266-20-255-353.35720 }
"911 GRANT – REVENUE" FOR }
REIMBURSABLE TRAINING FUNDED BY }
THE CALIFORNIA 9-1-1 EMERGENCY }
COMMUNICATIONS BRANCH }
_____ }

RESOLUTION NO. 2015-

WHEREAS, the California 9-1-1 Emergency Communications Branch allocates up to \$3,000 per Fiscal Year for specified training relative to Public Safety Answering Points (PSAP); and

WHEREAS, the Turlock Dispatch Center is a designated PSAP, eligible for this training reimbursement; and

WHEREAS, a reimbursable training opportunity is available in February 2015; and

WHEREAS, this training would be paid from and reimbursed to account number 266-20-255-353 (911 Grant); and

WHEREAS, no money is currently budgeted in account number 266-20-255-353 (911 Grant) for FY14-15.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$3,000 to account number 266-20-255-353.47095_000 "911 Grant – Training Expenses" and \$3,000 to account number 266-20-255-353.35720 "911 Grant – Revenue" for reimbursable training funded by the California 9-1-1 Emergency Communications Branch.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

February 10, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Betty Gonzalez / Presented by Nino Amirfar

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to execute the service maintenance agreement with Otis Elevator Company, to provide full preventive maintenance for Turlock Public Safety facility elevators, in an amount not to exceed \$7,056 annually and \$35,280 for five (5) years

2. DISCUSSION OF ISSUE:

On September 23, 2014, the City Council awarded the agreement to Kone, Inc., for the service maintenance for Turlock Public Safety Facility elevator. Kone, Inc. agreement has been terminated due to non-compliance to the insurance requirements of the City. Staff's recommendation is to award it to the next bidder, Otis Elevator Company.

Staff is recommending an authorization to award City Contract No. 14-098 with Otis Elevator Company of North Highlands, CA, meeting all specifications and the next lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (2) the City Council may, on the refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder.

The Otis Elevator Company will perform maintenance and service for Turlock Public Safety Facility elevators for a period of five (5) years. Turlock Public Safety currently operates two (2) elevators on its system. Maintenance and service of this equipment is beyond City's staff capabilities and requires an outside contractor to provide these critical services.

Otis Elevator Company has been providing these services, for more than one hundred fifty (150) years. Otis Elevator Company will provide a comprehensive maintenance program nearly identical to that which they perform on their own equipment. This level of attention is necessary to afford safety and reliability in the transit operating environment.

Elevators are subject to being certified periodically by the State of California and it is important to have regular preventive maintenance for the elevator in order to keep it not only running properly but also readily re-certifiable. Additionally, the maintenance contract provides for service calls in order to deal with unexpected problems whenever necessary.

Staff feels that the maintenance agreement will save money in the long run by preventing costly repair jobs caused by lack of preventive maintenance as well as expensive calls for service that would otherwise be covered by such agreement.

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Otis Elevator Company., in an amount not to exceed \$7,056 annually and \$35,280 for five (5) years.

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: \$7,056 annually for maintenance

Currently budgeted at line number:

110-20-200.43125_004 "Maintenance Elevator/Inspection"

5. CITY MANAGER'S COMMENTS:

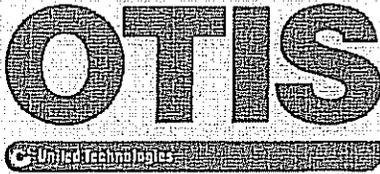
Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A) Do not approve the service agreement. Staff does not recommend this alternative. Elevators must be inspected every year to conform to current elevator safety orders and certified by the State of California.



OTIS SERVICE

DATE: 11/19/2014

TO:
City of Turlock
156 S. Broadway Ave, #112
Turlock, CA 95380

FROM:
Otis Elevator Company
4604 Roseville Rd #112
North Highlands, CA 95660

EQUIPMENT LOCATION:
Turlock Public Safety Center
244 N Broadway Ave
Turlock, CA 95380

Errol Hollinger
Phone: (916) 339-4196
Fax: (860) 622-0365

PROPOSAL NUMBER: AB8790

EQUIPMENT DESCRIPTION:

| No Of Units | Type Of Units | Manufacturer | Customer Designation | State Number |
|-------------|---------------|--------------|----------------------|----------------|
| TWO (2) | GEARLESS | KONE | ELV-1, ELV-2 | 160931, 160932 |

OTIS SERVICE

We propose to furnish Otis Service on the equipment ("Units") described above. Otis Service is preventive maintenance service designed to extend equipment life.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will service the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and minor adjustment of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.

OK for Agent

- ☒ Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- ☒ Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

In addition, if conditions or usage warrant, we will repair or replace the following parts:

- ☒ Motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).

This Contract includes emergency minor adjustment callback services during our regular working hours.

EXCLUSIONS

Services, repairs and/or parts not listed above are specifically excluded. This Contract does not cover inspection, lubrication, adjustment or cleaning that requires disassembly. If you later request any of these services, you agree to pay extra at our regular billing rates.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE[®] 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or thru an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS program.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units and conduct an annual no load test.

Code requires a full load, full speed test of safety mechanisms, overspeed governors, and car buffers and counterweight buffers at each fifth year. This test is not included in the Contract. You agree to conduct and pass a five year, full load test on the Units and that this is a material duty. You agree to keep a record of such test and to provide this record to Otis

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. We will test the firefighters' service keyswitch on an annual basis.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to

alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Five hundred eighty-eight dollars (\$ 588.00) per month, payable Annually.

TERM

The Commencement Date will be 01/14/2015.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in the labor cost.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on 01/01/2014 which was 94.036. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Payments will be made on a Annually basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be by check.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Errol Hollinger
Title: Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title _____

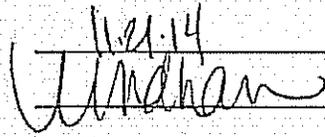
E-mail: _____

Name of Company _____

Otis Elevator Company

Approved by Authorized Representative

Date: 11.21.14 _____

Signed:  _____

Print Name: Nikki Windham _____

Title General Manager _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name: City of Turlock
 Address: 156 S. Broadway
 Address 2: Ste 112
 City: Turlock
 State: CA
 Zip Code: 95380

ACCOUNTS PAYABLE CONTACT

Name: Anna Nicholas
 Phone Number: (209) 668-5542 Ext 1312
 Fax Number: (209) 668-5576
 E-mail: ANicholas@Turlock.CA.US

TAX STATUS

Are you tax exempt? Yes No
 If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: Sgt. Amirfar, Nino
 Fax: (209) 668-5656
 Phone: (209) 664-7371
 E-Mail: NAmirfar@Turlock.CA.US

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No
 If yes, please provide blank check for bank routing and account information.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

OTIS ELEVATOR COMPANY ("CONTRACTOR")

Dated: JANUARY 13, 2015

City Contract No. 14-098

Contractor's Contract No. AB8790

Page 1 of 4

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (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.

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

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

OTIS ELEVATOR COMPANY ("CONTRACTOR")

Dated: JANUARY 13, 2015

City Contract No. 14-098

Contractor's Contract No. AB8790

Page 2 of 4

(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) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or 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, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONTRACTOR's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONTRACTOR 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.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

OTIS ELEVATOR COMPANY ("CONTRACTOR")

Dated: JANUARY 13, 2015

City Contract No. 14-098

Contractor's Contract No. AB8790

Page 3 of 4

(f) **Verification of Coverage:** CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. CITY reserves the right, 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, CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its agents, employees, independent contractors and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

2. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend, and indemnify, CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

3. TERM: The term of this Agreement shall be for a period of sixty (60) months beginning January 14, 2015 and ending January 13, 2020, subject to CITY's availability of funds.

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

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

OTIS ELEVATOR COMPANY ("CONTRACTOR")

Dated: JANUARY 13, 2015

City Contract No. 14-098

Contractor's Contract No. AB8790

Page 4 of 4

6. 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 CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR 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 CONTRACTOR'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 Addendum to be executed by and through their respective officer's thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

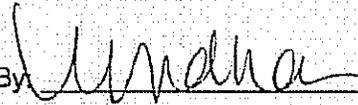
APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

OTIS ELEVATOR COMPANY

By:  _____

Title: Nikki Windham, General Manager

Print name: _____

Date: 11.21.14



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.

5M RECEIVED

JAN - 6 2015

City of Turlock Administrative Services

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: Steven Singh

SS#: [REDACTED] DOB: 4-22-95 Gender: Male X Female

Claimant's address: 2670 Yale Ave Turlock CA 95342

Claimant's Telephone Number(s): (925) 800-9008

Address where notices about claim are to be sent, if different from above: N/A

Date of incident/accident: 12-15-14

Date injuries, damages, or losses were discovered: 12-15-14

Location of incident/accident: Anders Ln Tampa St

What did entity or employee do to cause this loss, damage, or injury? There were two huge potholes in the middle of the road that weren't repaired (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)? N/A

What specific injuries, damages, or losses did claimant receive? Passenger front and rear Tire/Rim had to be replaced due to the damage that was caused from the potholes; (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: \$888.86

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: [X] DOES NOT EXCEED \$25,000 [] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)?

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1-5-15 Signature: [Handwritten Signature]

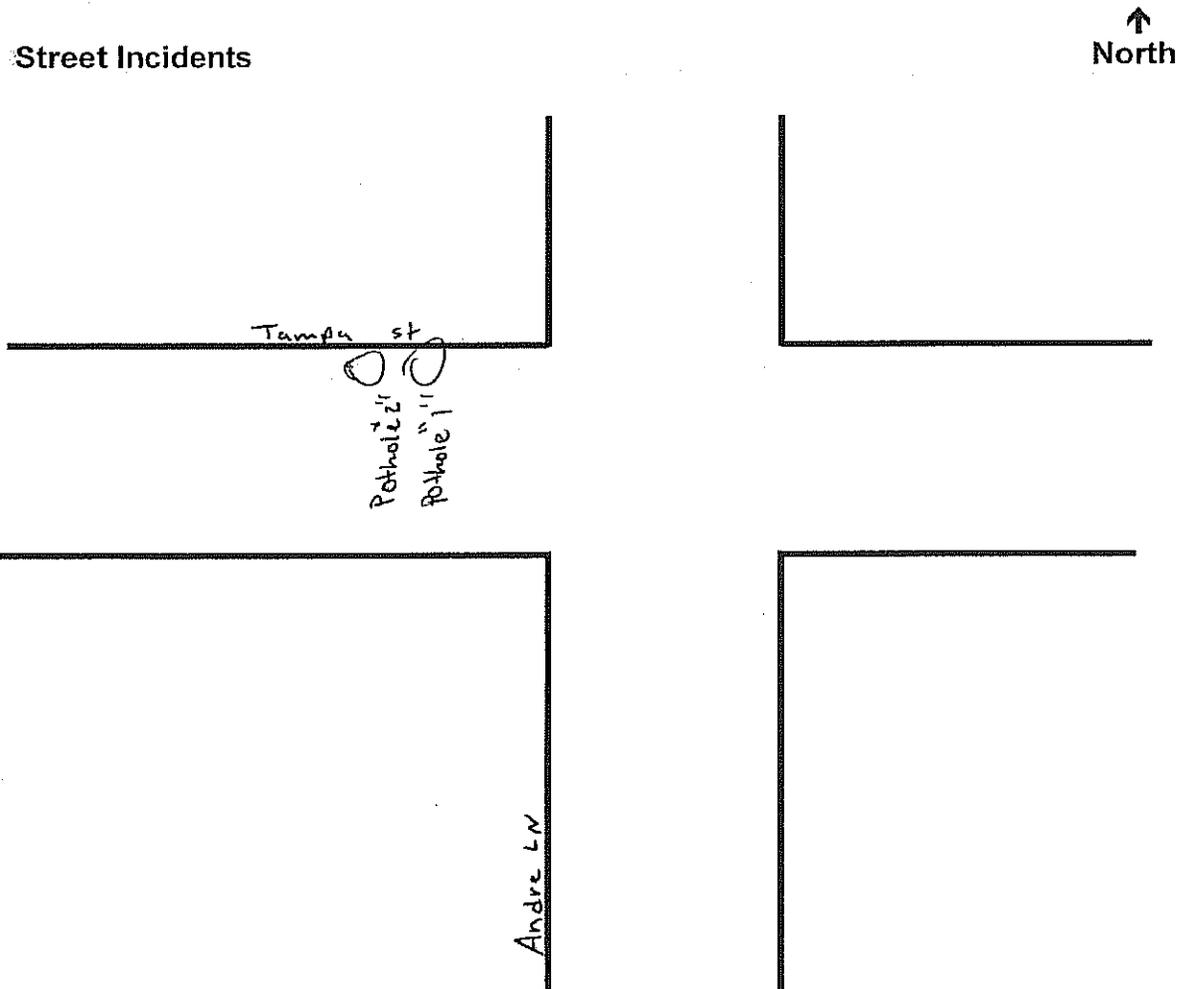
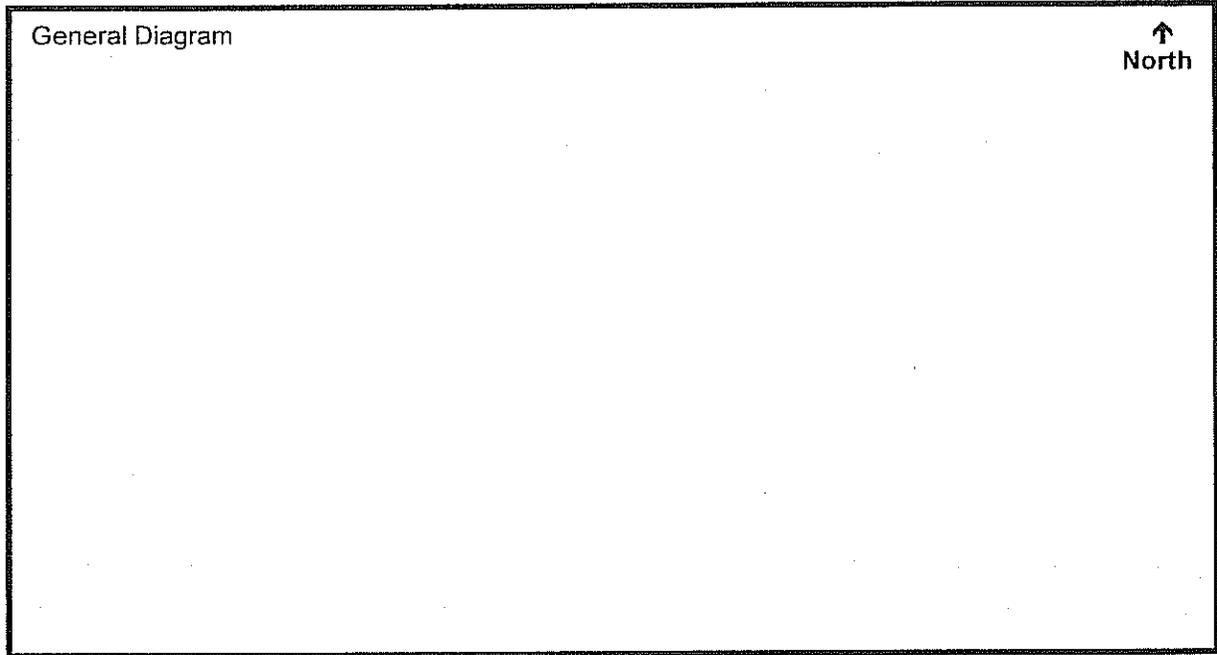
If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

DIAGRAMS



AMERICA'S TIRE

americastire.com

1760150

DATE: 12-27-2014 TIME: 1:03 PM

| CUSTOMER INFORMATION | | VEHICLE INFORMATION | | STORE LOCATION |
|----------------------|------------------|---------------------|-------------------|---------------------------|
| STEVEN SINGH | 2670 YALE AVE | 2007 BMW | 335I COUPE | CAN 36 |
| TURLOCK CA 95382 | (H) 925-803-9237 | 18"OPT E92 | MILEAGE: 46,200 | 3500 WEST MONTE VISTA AVE |
| (M) 925-800-9008 | | PLATE # 6PHL006 | TORQUE SPECS: @90 | TURLOCK CA 95380-955 |
| | | | | PHONE: 209-667-5933 |
| | | | | @01 JOSHUA W CHILDS |
| | | | | WORK ORDER# |

| CODE | CC | QTY | SIZE | DESCRIPTION | FET | PRICE | AMOUNT |
|---|-----|-----|------------|-------------------|-----|--------|--------|
| 77777 | NRM | 1 | 18X8.5-120 | DEM OE BMW #59617 | .00 | 215.00 | 215.00 |
| WARRANTY: LIFETIME STRUCTURAL AND 1 YEAR FINISH | | | | | | | |
| COMMENT: BOLT PATTERN: 5-120 | | | | | | | |
| 77777 | NRM | 1 | 18X8.5-120 | DEM OE BMW #59619 | .00 | 215.00 | 215.00 |
| WARRANTY: LIFETIME STRUCTURAL AND 1 YEAR FINISH | | | | | | | |
| COMMENT: right side need to see what we can do on the price of the tires he already | | | | | | | |
| COMMENT: y paid because he had to wait 2 weeks for the wheels. did not have his car | | | | | | | |
| COMMENT: for 2 weeks | | | | | | | |

SUBTOTAL: 430.00
 TAX: 32.80
 TOTAL: 462.80
 CASH: 462.80
 TENDERED: 462.80

READER UNAVAILABLE



AMERICA'S TIRE

americastire.com

1760149

REPRINT ORIG INV #1759021
ORIG DATE 12-16-2014

DATE: 12-27-2014 TIME: 1:00 PM

| CUSTOMER INFORMATION | | VEHICLE INFORMATION | | STORE LOCATION |
|----------------------|--|---------------------|--|---------------------------|
| STEVEN SINGH | | 2007 BMW | | CAN 36 |
| 2670 YALE AVE | | 335I SEDAN | | 3500 WEST MONTE VISTA AVE |
| TURLOCK CA 95382 | | 18"OPT- E90 | | TURLOCK CA 95380-955 |
| (H) 925-303-9237 | | MILEAGE: 110,000 | | PHONE: 209-667-5933 |
| (M) 925-800-9008 | | PLATE # 6PHL006 | | 022 JAMES J BROWN |
| | | TORQUE SPECS: 090 | | WORK ORDER# |

| CODE | CC | QTY | SIZE | DESCRIPTION | FET | PRICE | AMOUNT |
|---|----|-----|-------------------------------|--|-----|--------|--------|
| 80224 NRM | | 1 | 225 740 R18 | 94H XL BSW DIS | .00 | 159.00 | 159.00 |
| | | | CON CONTINENTAL | PRO CONTACT | | | |
| WARRANTY: MILEAGE- 60,000 SEE REVERSE SIDE FOR WARRANTY DETAILS | | | | | | | |
| COMMENT: BOLT PATTERN: 5-120 | | | | | | | |
| COMMENT: INFLATION R:37 | | | | | | | |
| 80075 NRM | | 1 | | STATE REQUIRED ENVIRONMENTAL FEE - UNITS | .00 | 1.75 | 1.7 |
| 80224 NRM | | 1 | | WASTE TIRE DISPOSAL FEE | .00 | 2.50 | 2.5 |
| 80219 NRM | | 1 | | INSTALLATION & LIFETIME SPIN BALANCING | .00 | 16.00 | 16.0 |
| 86666 NRM | | 1 | | LIFETIME ROTATION REPAIRS INCLUDED | .00 | .00 | .0 |
| 19199 RHZ | | -1 | 225 740 R18 | 92Y XL BSW | .00 | 59.62 | -59.6 |
| | | | CON CONTROL CONTACT SPORT A/S | | | | |
| WARRANTY: MILEAGE- 50,000 SEE REVERSE SIDE FOR WARRANTY DETAILS | | | | | | | |
| 19199 NRM | | 1 | 225 740 R18 | 92Y XL BSW | .00 | 159.00 | 159.0 |
| | | | CON CONTROL CONTACT SPORT A/S | | | | |
| WARRANTY: MILEAGE- 50,000 SEE REVERSE SIDE FOR WARRANTY DETAILS | | | | | | | |
| COMMENT: INFLATION F:35 | | | | | | | |
| 80075 NRM | | 1 | | STATE REQUIRED ENVIRONMENTAL FEE - UNITS | .00 | 1.75 | 1.7 |
| 80403 NRM | | 1 | | ADJUSTMENT/BAL & VAL LIFETIME | .00 | 16.00 | 16.0 |
| 86612 NRM | | 2 | | SCH 20023 T040 RED | .00 | 7.50 | 15.0 |
| | | | TPMS RBK BASIC KIT 20023 | | | | |

The tire and/or wheel you have chosen is different from the original equipment provided with your vehicle and may change its handling or stability characteristics. Further information is available from your America's Tire salesperson.

SUBTOTAL: 398.30
TAX: 32.20
TAX (REFUND): -4.50
TOTAL: 426.00
DEBIT: 426.00
TENDERED: 426.00

XXXXXXXXXXXX 7546

Signature on file





5N



CLAIM FORM
(Please type or print)

JAN - 8 2015

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: RENEE GALLEGOS

SS#: ~~XXXXXXXXXX~~ DOB: 06/30/1974 Gender: Male Female

Claimant's address: 396 MARCH DRIVE MANTECA, CA 95336

Claimant's Telephone Number(s): (209) 740-3381

Address where notices about claim are to be sent, if different from above: SAME AS ABOVE

Date of incident/accident: 12/20/14

Date injuries, damages, or losses were discovered: 12/20/14

Location of incident/accident: 1514 MYRTLE STREET, TURLOCK CA 95380

What did entity or employee do to cause this loss, damage, or injury? A CITY TREE FELL ON MY CAR

(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)? N/A

What specific injuries, damages, or losses did claimant receive? CAR DAMAGE - SEE ATTACHED ESTIMATE

(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: \$500.00 DEDUCTIBLE

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)? INSURANCE DEDUCTIBLE \$500.00

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1/8/15 Signature: Renee Gallegos

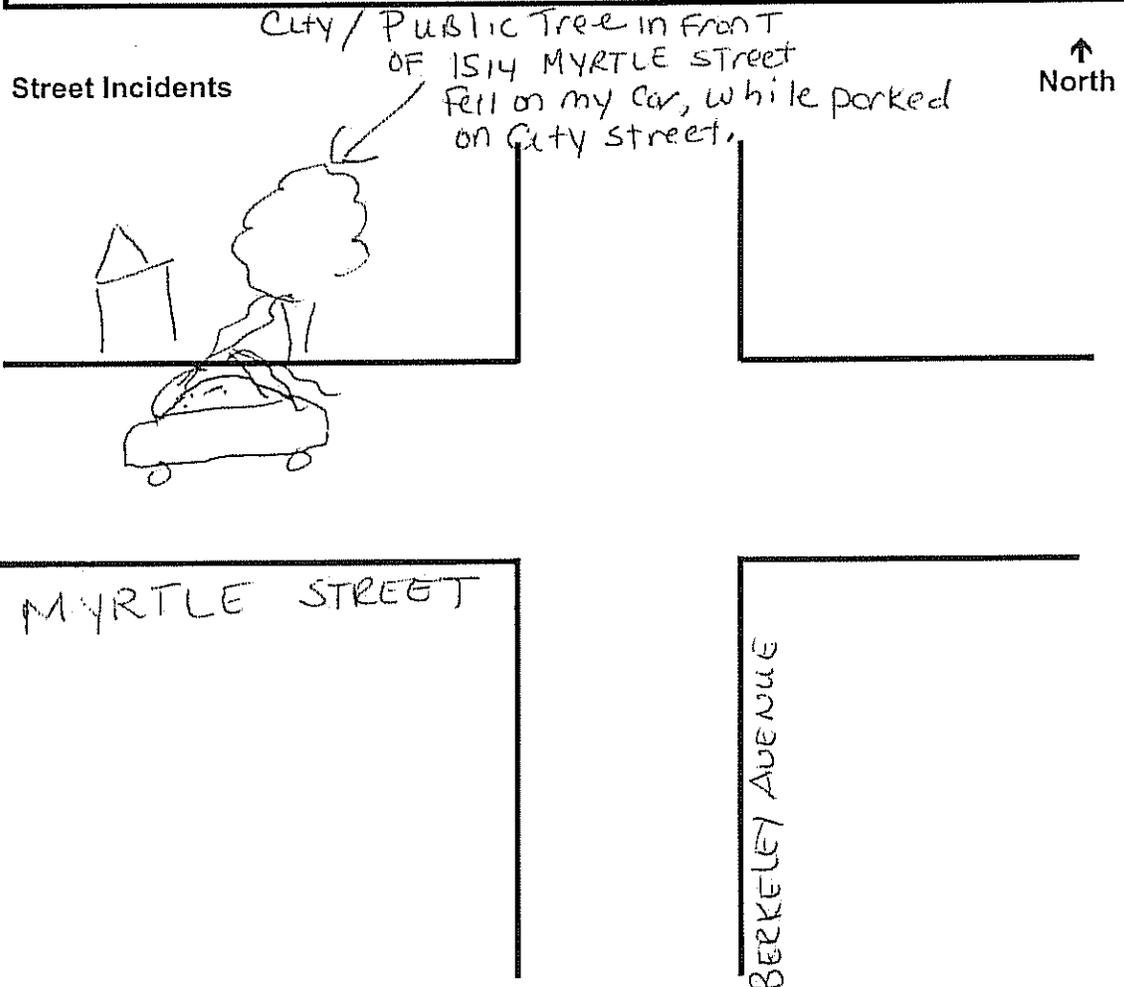
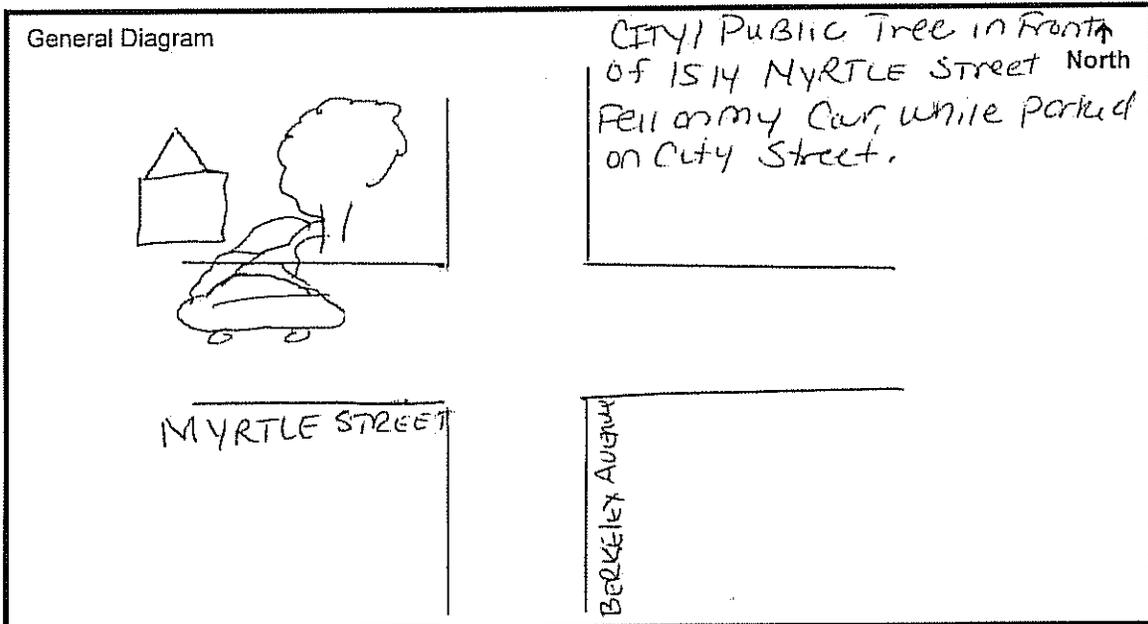
If signed by representative:

Print Representative's Name _____ Telephone _____

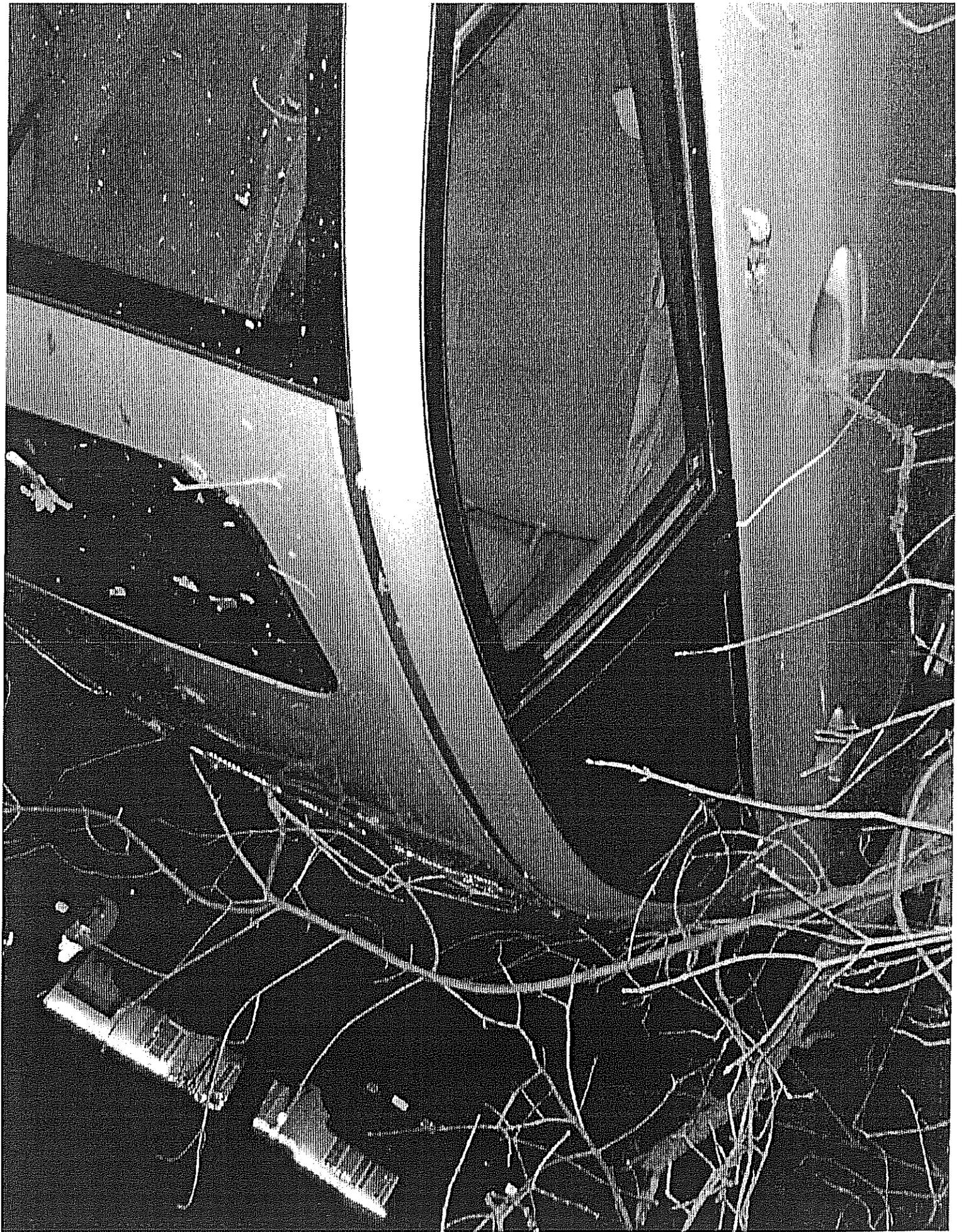
Address _____

Relationship to Claimant _____

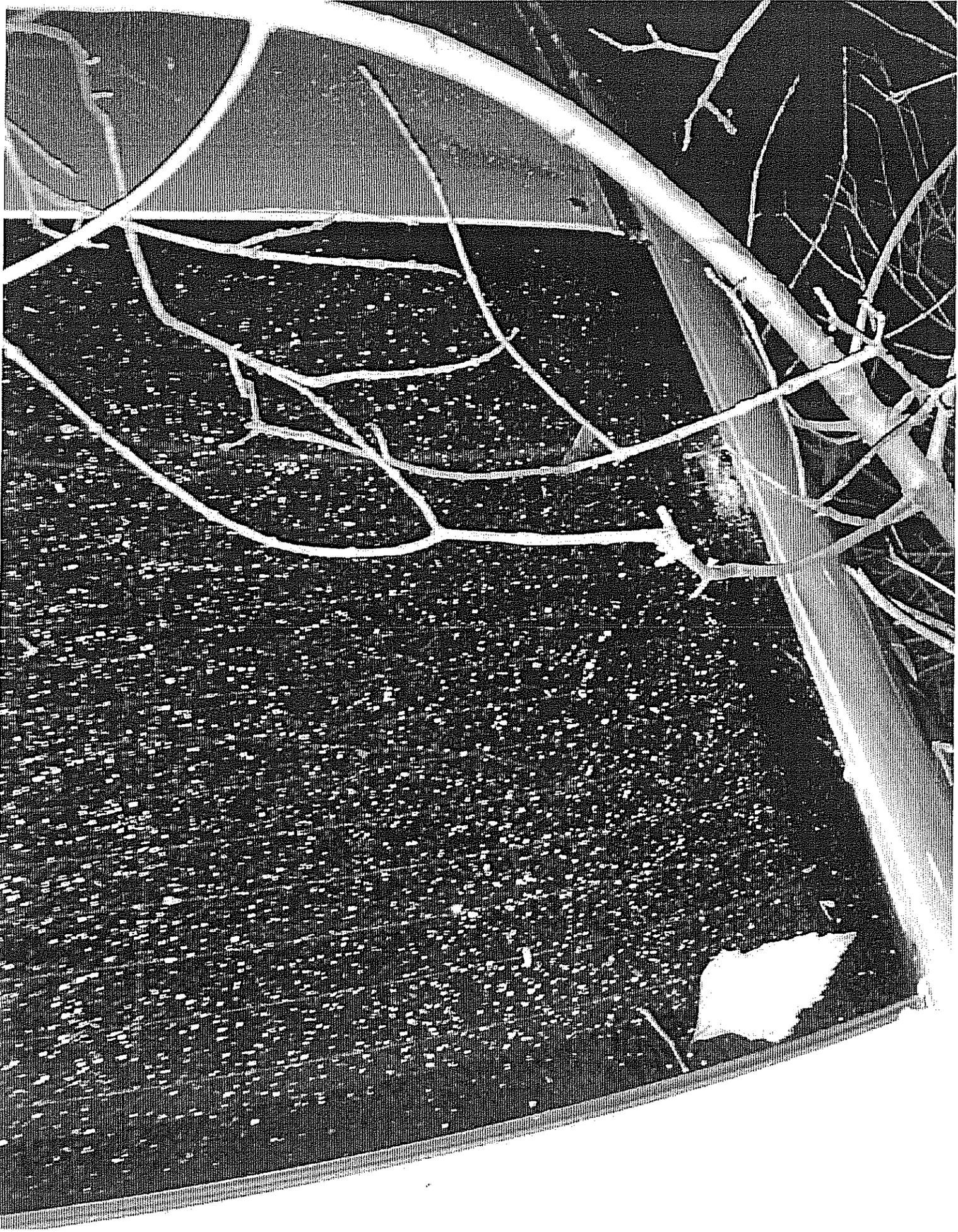
DIAGRAMS











GEICO

San Diego, CA
Email Supplements to: R4ADSD@gelco.com
Fax Supl request to:855-810-0644
P.O Box 509060
San Diego, CA 92150
Phone: (209) 401-4199

Claim #: 0363626190101058-01
Workfile ID: 68501a5f

Estimate of Record

Written By: MICHELE OJEDA-WHITE, 12/22/2014 3:11:58 PM
Adjuster: Ojeda-White, Michele, (209) 401-4199 Business

Insured: Renee Gallegos Owner Policy #: 4152292209 Claim #: 0363626190101058-01
Type of Loss: Comprehensive Date of Loss: 12/20/2014 10:00 PM Days to Repair: 18
Point of Impact: 19 All Over Deductible: 500.00

Owner (Insured): Renee Gallegos
396 March Dr
Manteca, CA 95336
(209) 474-1084 Business
(209) 740-3381 Cellular

Inspection Location: MOM'S HOUSE
500 Montana Ave
Turlock, CA 95380
Other
(209) 740-3381 Day

Appraiser Information: Mojedawhite@Geico.com
(209) 401-4199

Repair Facility: H&R Auto Body
933 N. Golden State Blvd
Turlock, CA 95380
(209) 668-1926 Business
(209) 668-1928 Fax
942743077 Federal ID

VEHICLE

Year: 2012 Color: LIGHT BLUE Int: License: 65XP743 Production Date:
Make: HOND Body Style: 4D SED State: CA Odometer: 93414
Model: CIVIC EX Engine: 4-1.8L-FI VIN: 2HGFB2F88CH504035 Condition:

TRANSMISSION Air Conditioning Stereo Electric Glass Sunroof
Automatic Transmission Intermittent Wipers Search/Seek **SEATS**
Overdrive Tilt Wheel CD Player Cloth Seats
POWER Cruise Control Auxiliary Audio Connection Bucket Seats
Power Steering Rear Defogger **SAFETY** Reclining/Lounge Seats
Power Brakes Keyless Entry Drivers Side Air Bag **WHEELS**
Power Windows Alarm Passenger Air Bag Aluminum/Alloy Wheels
Power Locks Message Center Anti-Lock Brakes (4) **PAINT**
Power Mirrors Steering Wheel Touch Controls 4 Wheel Disc Brakes Clear Coat Paint
DECOR Telescopic Wheel Front Side Impact Air Bags **OTHER**
Dual Mirrors **RADIO** Head/Curtain Air Bags Traction Control
Console/Storage AM Radio Hands Free Device Stability Control
CONVENIENCE FM Radio **ROOF** Power Trunk/Gate Release

Estimate of Record

2012 HOND CIVIC EX 4D SED 4-1.8L-FI LIGHT BLUE

| Line | Oper | Description | Qty | Extended Price \$ | Labor | Paint |
|------|------|---|-----|-------------------|-------|-------|
| 1 | | FRONT BUMPER | | | | |
| 2 | | O/H bumper assy | | | 1.8 | |
| 3 | * | Rpr Bumper cover US built w/o lamp beze | | | 1.8 | 3.0 |
| 4 | | Add for Clear Coat | | | | 1.2 |
| 5 | | FRONT LAMPS | | | | |
| 6 | R&I | RT R&I headlamp assy | | | 0.3 | |
| 7 | R&I | LT R&I headlamp assy | | | 0.3 | |
| 8 | | HOOD | | | | |
| 9 | * | Rpr Hood sedan US built | | | 1.3 | 2.4 |
| 10 | | Add for Clear Coat | | | | 1.0 |
| 11 | | FENDER | | | | |
| 12 | Blnd | RT Fender | | | | 0.9 |
| 13 | Blnd | LT Fender | | | | 0.9 |
| 14 | R&I | RT Fender liner sedan, US built EX, EX-L, Si | | | 0.3 | |
| 15 | R&I | LT Fender liner sedan, US built EX, EX-L, Si | | | 0.3 | |
| 16 | R&I | Mud guard sedan, front/rear set w/o Si | | | 0.8 | |
| 17 | | ROOF | | | | |
| 18 | * | Rpr Roof panel w/sunroof, US built w/o navi. | | | 6.8 | 3.2 |
| 19 | | Overlap Major Non-Adj. Panel | | | | -0.2 |
| 20 | | Add for Clear Coat | | | | 0.6 |
| 21 | Repl | RT Roof molding | 1 | 15.42 | 0.4 | |
| 22 | Repl | LT Roof molding | 1 | 15.42 | 0.4 | |
| 23 | R&I | R&I headliner w/sunroof | | | 3.9 | |
| 24 | # | Blnd Roof Outer Rail-lt | | | | 0.7 |
| 25 | # | Blnd Roof Outer Rail-rt | | | | 0.7 |
| 26 | | FRONT DOOR | | | | |
| 27 | * | Rpr LT Outer panel | | | 0.9 | 2.0 |
| 28 | | Overlap Major Adj. Panel | | | | -0.4 |
| 29 | | Add for Clear Coat | | | | 0.3 |
| 30 | * | Rpr RT Outer panel | | | 3.8 | 2.0 |
| 31 | | Overlap Major Adj. Panel | | | | -0.4 |
| 32 | | Add for Clear Coat | | | | 0.3 |
| 33 | R&I | RT Water shield | | | 0.1 | |
| 34 | R&I | LT Water shield | | | 0.1 | |
| 35 | R&I | RT Belt molding | | | 0.3 | |
| 36 | R&I | LT Belt molding | | | 0.3 | |
| 37 | * | Repl LKQ RT Mirror assy w/power w/o heated +25% | 1 | 100.06 | 0.5 | |
| 38 | * | Repl LKQ LT Mirror assy w/power w/o heated +25% | 1 | 93.81 | 0.5 | |
| 39 | Refn | RT Upper cover painted dyno blue | | | | 0.4 |
| 40 | | Overlap Minor Panel | | | | -0.2 |
| 41 | | Add for Clear Coat | | | | 0.1 |

Estimate of Record

2012 HOND CIVIC EX 4D SED 4-1.8L-FI LIGHT BLUE

| | | | | | | |
|---------------------------------------|------|--|---|-------|--------|------|
| 42 | R&I | RT Upper cover painted dyno blue | | | Incl. | |
| 43 | R&I | RT Handle, outside painted w/o smart entry dyno blue | | | 0.4 | |
| 44 | R&I | LT Handle, outside painted w/o smart entry dyno blue | | | 0.4 | |
| 45 | R&I | LT Upper cover painted dyno blue | | | Incl. | |
| 46 | Refn | LT Upper cover painted dyno blue | | | | 0.4 |
| 47 | | Overlap Minor Panel | | | | -0.2 |
| 48 | | Add for Clear Coat | | | | 0.1 |
| 49 REAR DOOR | | | | | | |
| 50 | Blnd | RT Outer panel | | | | 1.0 |
| 51 | Blnd | LT Outer panel | | | | 1.0 |
| 52 | R&I | RT Water shield | | | 0.1 | |
| 53 | R&I | LT Water shield | | | 0.1 | |
| 54 | R&I | RT Belt molding | | | 0.3 | |
| 55 | R&I | LT Belt molding | | | 0.3 | |
| 56 | R&I | RT Handle, outside painted dyno blue | | | 0.4 | |
| 57 | R&I | LT Handle, outside painted dyno blue | | | 0.4 | |
| 58 BACK GLASS | | | | | | |
| 59 | ** | Subl | <u>A/M Back glass w/o navigation plus kit</u> | 1 | 319.02 | T |
| 60 | * | Subl | <u>Back glass w/o navigation Labor</u> | 1 | 140.00 | X |
| 61 QUARTER PANEL | | | | | | |
| 62 | * | Rpr | RT Quarter panel | | 4.8 | 2.2 |
| 63 | | | Overlap Major Adj. Panel | | | -0.4 |
| 64 | * | | Add for Clear Coat | | | 0.4 |
| 65 | Blnd | LT Quarter panel | | | | 1.1 |
| 66 | R&I | Fuel door | | | 0.3 | |
| 67 | Blnd | Fuel door | | | | 0.2 |
| 68 | Repl | RT Stone guard US built | 1 | 11.63 | 0.2 | |
| 69 | Repl | LT Stone guard US built | 1 | 11.63 | 0.2 | |
| 70 REAR LAMPS | | | | | | |
| 71 | R&I | RT Tail lamp assy | | | 0.2 | |
| 72 | R&I | LT Tail lamp assy | | | 0.2 | |
| 73 | * | Rpr | <u>RT Tail lamp assy-Polish Lens</u> | | 0.3 | |
| 74 TRUNK LID | | | | | | |
| 75 | Refn | Trunk lid LX, EX, EX-L | | | | 2.3 |
| 76 | | Overlap Major Adj. Panel | | | | -0.4 |
| 77 | * | | Add for Clear Coat | | | 0.4 |
| 78 | R&I | License molding US built, w/o DX dyno blue | | | 0.3 | |
| 79 | Repl | Nameplate "CIVIC" | 1 | 29.03 | 0.2 | |
| 80 PILLARS, ROCKER & FLOOR | | | | | | |
| 81 | R&I | RT Pillar trim US built | | | 0.2 | |
| 82 | R&I | LT Pillar trim US built | | | 0.2 | |
| 83 REAR BUMPER | | | | | | |
| 84 | R&I | R&I bumper cover | | | 1.0 | |

Estimate of Record

2012 HOND CIVIC EX 4D SED 4-1.8L-FI LIGHT BLUE

| | | | | | | | |
|------------------|----------------------|------|--------------------|---|---------------|-------------|-------------|
| 85 | * | Rpr | Bumper cover | | 2.2 | 3.0 | |
| 86 | | | Add for Clear Coat | | | 1.2 | |
| 87 | # | Refn | Cover Car Complete | | | 0.2 | |
| 88 | OTHER CHARGES | | | | | | |
| 89 | # | | E.P.C. | 1 | 3.00 | | |
| SUBTOTALS | | | | | 739.02 | 37.6 | 31.0 |

NOTES

Prior Damage Notes:

- Frt Bpr -Square Impact (from hitch)
- Hood -
- Lt Fndr -
- Lt Frt Door -
- Lt Rear Door -
- Lt Qtr -
- Trunk Lid/Gate -
- Rear Bpr -
- Rt Qtr -
- Rt Rear Door -
- Rt Frt Door -
- Rt Fender -
- Wheels -
- Roof -
- Glass -
- Interior -
- Other -

ESTIMATE TOTALS

| Category | Basis | Rate | Cost \$ |
|------------------------------|---------------|--------------|-----------------|
| Parts | | | 596.02 |
| Body Labor | 37.6 hrs @ | \$ 63.00 /hr | 2,368.80 |
| Paint Labor | 31.0 hrs @ | \$ 63.00 /hr | 1,953.00 |
| Paint Supplies | 31.0 hrs @ | \$ 30.00 /hr | 930.00 |
| Miscellaneous | | | 140.00 |
| Other Charges | | | 3.00 |
| Subtotal | | | 5,990.82 |
| Sales Tax | \$ 1,207.00 @ | 7.6250 % | 92.03 |
| Total Cost of Repairs | | | 6,082.85 |
| Deductible | | | 500.00 |
| Total Adjustments | | | 500.00 |
| Net Cost of Repairs | | | 5,582.85 |

50

RECEIVED

JAN 15 2015

CITY ATTORNEY



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: James R. Dawson

SS#: [redacted] DOB: 8-18-34 Gender: Male X Female

Claimant's address: 2461 Marlee Dr Turlock 95380

Claimant's Telephone Number(s): (209) 634-0028

Address where notices about claim are to be sent, if different from above: NA

Date of incident/accident: 1-13-15

Date injuries, damages, or losses were discovered: 1-13-15

Location of incident/accident: 2220 Monte Vista Turlock

What did entity or employee do to cause this loss, damage, or injury? Rock was blown into windshield while City worker was using leaf blower. (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? chipped windshield

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.) see attached

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$90.00 from Don's Mobile Glass

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:

X DOES NOT EXCEED \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)?

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1-15-15 Signature: James R. Dawson

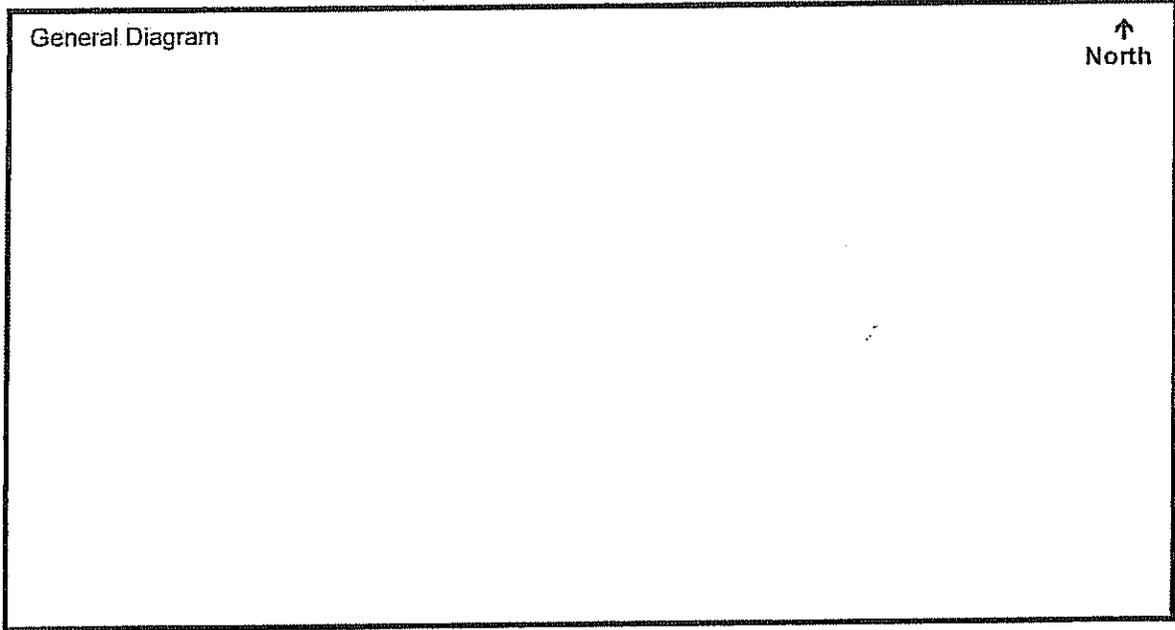
If signed by representative:

Print Representative's Name Telephone

Address

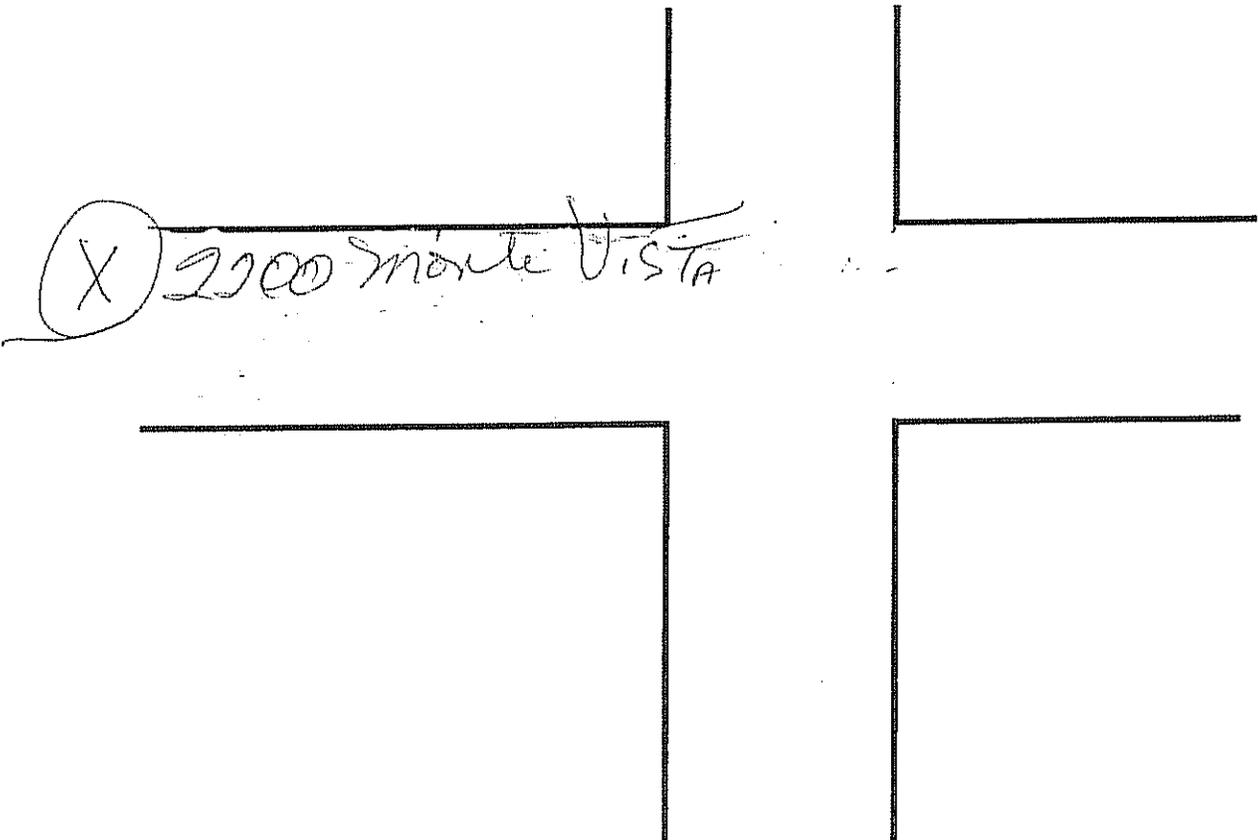
Relationship to Claimant

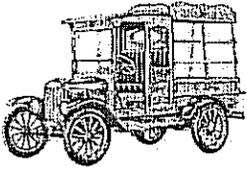
DIAGRAMS



Street Incidents

↑
North





DON'S MOBILE GLASS

Customer Copy

375316-C17

Federal Tax ID: 94-1631634

State License: AB006607

Remit To: 3800 Finch Rd, MODESTO, CA 95357

P/O#:
Taken By: stacym
Installer:
Manual Invoice#:
SalesRep:
Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:
Adv. Code:

Quote: QTUR026953
Date: 1/13/2015
Time: 03:28 PM

Bill To: CASH-TURLOCK

Sold To: CASH-TURLOCK

JAMES DAWSON
2461 MARLEE
TURLOCK, CA 95380

JAMES DAWSON
2461 MARLEE
TURLOCK, CA 95380

(209) 667-1222

Vehicle Information

Make: TOY

Model Style: CAMRY

Year: 05

Odometer:

VIN:

License:

| Qty | Part Number | Description | List | Disc% | Sell | Total |
|-----|-------------|-------------------|---------|-------|---------|---------|
| 1 | RPR | Windshield Repair | \$50.00 | 0 | \$50.00 | \$50.00 |
| 2 | RPR | Windshield Repair | \$20.00 | 0 | \$20.00 | \$40.00 |

Thank You for your patronage
Mobile Install
Instructions:

Sub Total: \$90.00

Tax: \$0.00

COD

Total: \$90.00

Turlock 326 S Center St TURLOCK, CA 95380 PH:(209) 667-1222 FAX:(209) 667-1247



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.

5P RECEIVED JAN 08 2015 CITY ATTORNEY

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

CLAIM AGAINST: City of Turlock/ Attn: City Clerk (Name of Entity)

Claimant's name: Mercury Insurance Company/ Claim#2014-0012-023224-21

SS#: DOB: Gender: Male Female

Claimant's address: PO Box 1150, Brea, CA 92822

Claimant's Telephone Number(s): 888-263-7287 x27858

Address where notices about claim are to be sent, if different from above:

attn: Vivian Ramirez/ Branch 91 Claims Representative

Date of incident/accident: 11/01/2014

Date injuries, damages, or losses were discovered: 11/01/2014

Location of incident/accident: 1300 Sycamore St, Turlock, CA 95380

What did entity or employee do to cause this loss, damage, or injury? City Tree branches fell onto our parked & unoccupied insured vehicle

(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)?

Public Facilities Maintenance

What specific injuries, damages, or losses did claimant receive? Damage to 1997 Toyota 4Runner:

windshield, support post, antenna (see attached estimate)

(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: \$1854.03

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:

[X] DOES NOT EXCEED \$25,000 [] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)?

Mercury Insurance repair estimate and vehicle photos included with this form

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1/7/15 Signature: Vivian Ramirez for Mercury Insurance

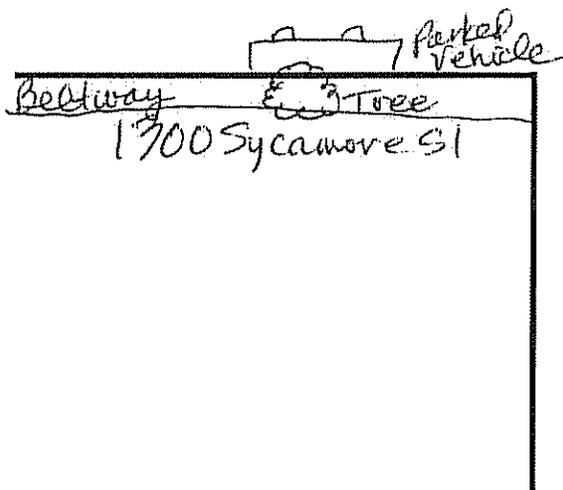
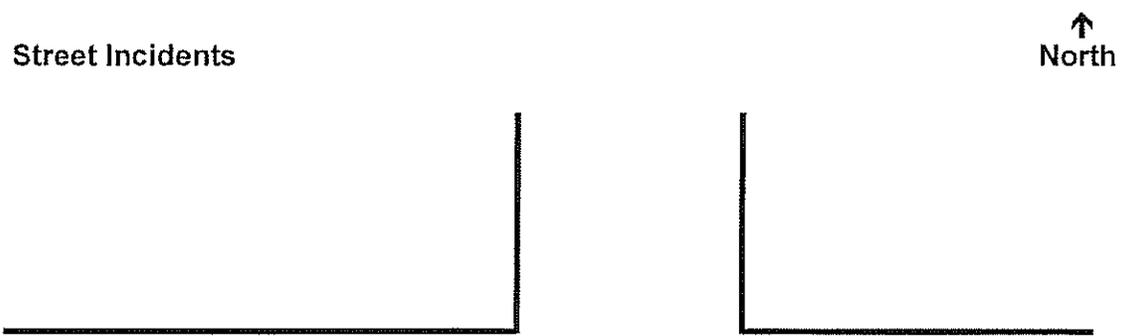
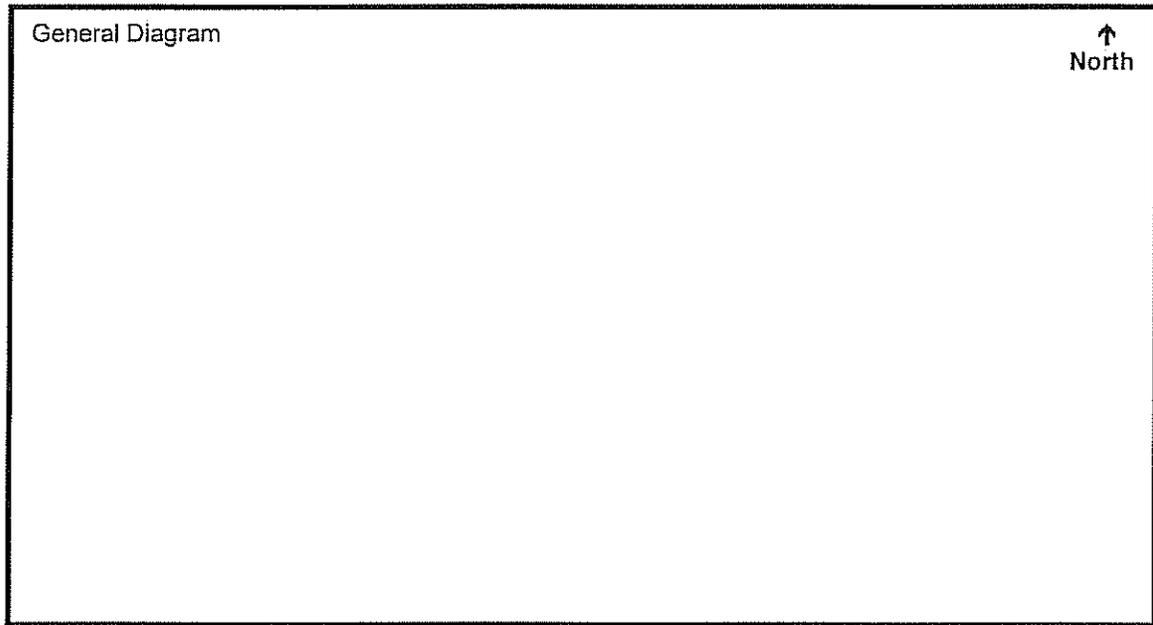
If signed by representative:

Print Representative's Name: Vivian Ramirez Telephone: 888-263-7287x27858

Address: PO Box 1150, Brea, CA 92822

Relationship to Claimant: Mercury Insurance Claims Representative

DIAGRAMS



Date: 12/16/2014 02:38 PM
 Estimate ID: 140012023224-2100101
 Estimate Version: 2
 Supplement: 1 (F F) 11/17/2014 04:11:19 PM
 FINAL
 Profile ID: * MERCURY INS

Alfred Matthews

2440 N Golden State Blvd, Turlock, CA 95382
 (209) 668-5322
 Fax: (209) 668-5320

Damage Assessed By: Bill Ramirez

Appraised For: VIVIAN RAMIREZ
 (888) 263-7287 ext. 27858

Supplemented By: Bill Ramirez
 Classification:

Condition Code: Good
 Deductible: 100.00
 Claim Number: 140012023224-2100101

Owner: JERNER, ANDERS
 Address: 1300 SYCAMORE ST, TURLOCK, CA 95380
 Telephone: Home Phone: (209) 648-5107

Contact Phone: (209) 648-5107

Mitchell Service: 915751

Description: 1997 Toyota 4Runner Limited
 Body Style: 4D Ut 105" WB
 VIN: JT3HN87R2V0069887
 Mileage: 186,719
 OEM/ALT: O
 Color: TAN

Vehicle Production Date: 10/96
 Drive Train: 3.4L Inj 6 Cyl 4WD
 License: 6NJW995 CA
 Search Code: None

Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, POWER ANTENNA,
 POWER STEERING, REAR WINDOW DEFOGGER, MANUAL AIR CONDITION, CRUISE CONTROL,
 TILT STEERING COLUMN, SKID PLATES, ANTI-LOCK BRAKE SYS., ALUM/ALLOY WHEELS,
 LEATHER STEERING WHEEL, V6 ENGINE, 4WD OR AWD, AUTOMATIC TRANSMISSION,
 TINTED GLASS, TONNEAU COVER, AM/FM STEREO CASSETTE, FENDER FLARES,
 FRONT BUCKET SEATS WITH POWER DRIVER SEAT, FRONT LEATHER BUCKET SEATS,
 POWER DISC BRAKES, REAR WINDOW DIVERSITY ANTENNA, REAR WINDOW WIPER

| Line Item | Entry Number | Labor Type | Operation | Line Item Description | Part Type/ Part Number | Dollar Amount | Labor Units | CEG Unit |
|-----------|--------------|------------|-----------------|---|------------------------|---------------|-------------|----------|
| S1 1 | 500377 | BDY | REMOVE/REPLACE | Fender Antenna Assy | 86300-35111 | 187.82 | 1.0 | 1.0T |
| S1 2 | 501105 | GLS | REMOVE/REPLACE | W/Shield Glass | ** QUAL REPL PART | 105.60 * | 0.0*# | 3.5T |
| 3 | | | | PRICE PER DONS MOBILE GLASS-STACY | | | | |
| S1 4 | 501110 | BDY | REMOVE/REPLACE | W/Shield Dam | ** QUAL REPL PART | 46.50 * | | T |
| S1 5 | 504154 | BDY | REMOVE/INSTALL | Inst Panel Finish Panel | Existing | | 0.4 r | 0.4 |
| S1 6 | 502431 | BDY | REMOVE/INSTALL | Inst Panel Glove Box | Existing | | 0.3 r | 0.3 |
| S1 7 | 501268 | BDY | REMOVE/INSTALL | Inst Panel Radio | Existing | | 0.5 r | 0.5 |
| 8 | 501372 | BDY | REPAIR | R Cowl/Dash Hinge Pillar | Existing | | 4.0* | 7.0 |
| 9 | | | | TIME TO REPAIR AND REFINISH W/SHIELD PILLAR | | | | |
| 10 | | REF | REFINISH/REPAIR | R Cowl/Dash Hinge Pillar | | | C 0.5* | 1.0 |
| 11 | | | | MODIFIED REFINISH WITH FULL CLEAR COAT | | | | |
| 12 | 501582 | BDY | REPAIR | R Frt Door Shell (HSS) | Existing | | 2.0*# | 3.8 |
| 13 | | | | TIME TO REPAIR UPPER SHELL | | | | |
| 14 | | REF | REFINISH/REPAIR | R Frt Door Shell (HSS) | | | C 2.0* | 2.4 |
| 15 | | | | MODIFIED REFINISH WITH FULL CLEAR COAT | | | | |
| 16 | 504684 | REF | REFINISH | R Frt Door Mirror | | | C 0.7 | 0.7 |
| 17 | 504777 | BDY | REMOVE/INSTALL | R Frt Otr Belt Moulding | | | 0.2 | 0.2 |
| 18 | 502606 | BDY | REMOVE/REPLACE | R Frt Door Power Mirror Assy | Qual Recycled Part | 60.00 * | 0.3 #r | 0.3T |
| 19 | AUTO | BDY | REMOVE/INSTALL | R Frt Door Trim Panel | | | INC | 0.4 |
| 20 | | | | Line Markup %20.00 | | 12.00 | | |
| 21 | 501689 | BDY | REMOVE/INSTALL | R Frt Door Handle | | | 0.7 # | 0.7 |

ESTIMATE RECALL NUMBER: 11/11/2014 15:53:48 140012023224-2100101
 Mitchell Data Version: OEM: OCT_14_V

Copyright (C) 1994 - 2014 Mitchell International
 All Rights Reserved

Page 1 of 3

Software Version: 7.1.169

Date: 12/16/2014 02:38 PM
 Estimate ID: 140012023224-2100101
 Estimate Version: 2
 Supplement: 1 (F F) 11/17/2014 04:11:19 PM
 FINAL
 Profile ID: * MERCURY INS

| | | | | | | | | |
|----|--------|-------|----------------|--------------------------|----------|-----|----------|--------|
| 22 | 501743 | BDY | REMOVE/INSTALL | R Frt Door Weatherstrip | Existing | 0.5 | r | 0.5 |
| 23 | 504781 | BDY | REMOVE/INSTALL | R Frt Door Glass Run | | 0.2 | # | 0.2 |
| 24 | 501975 | REF | BLEND | Roof Panel Outside | | C | 1.5 | 3.8 |
| 25 | 504453 | BDY | REMOVE/INSTALL | Luggage Rack Assembly | Existing | | | 1.0* |
| 26 | 936012 | | ADD'L COST | HAZARDOUS WASTE DISPOSAL | | INC | | |
| 27 | AUTO | REF | ADD'L OPR | Clear Coat | | | | 1.7 |
| 28 | 933018 | BDY * | ADD'L OPR | MASK FOR OVERSPRAY | | | 12.00 * | |
| 29 | AUTO | | ADD'L COST | Paint | | | 204.80 * | T |
| 30 | 900500 | GLS * | REMOVE/REPLACE | Install Windshield | Sublet | | 110.00 * | 0.0* T |
| 31 | 900500 | BDY * | ADD'L LABOR OP | COLOR MATCH | Existing | | | 0.5* |

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

Remarks

Prior Damage:
 FRT BUMPER DENTED

Estimate Totals

| I. Labor Subtotals | | | | | | II. Part Replacement Summary | | |
|---|-------|-------|--------------------|---------------|----------|--------------------------------|----------|----------|
| | Units | Rate | Add'l Labor Amount | Sublet Amount | Totals | | | Amount |
| Body | 11.6 | 65.00 | 12.00 | 0.00 | 766.00 | Taxable Parts | | 509.92 |
| Refinish | 6.4 | 65.00 | 0.00 | 0.00 | 416.00 | Parts Adjustments | | 2.61 |
| | | | | | | Sales Tax | @ 7.625% | 39.08 |
| | | | | | 1,182.00 | Total Replacement Parts Amount | | 551.61 |
| Labor Summary | 18.0 | | | | 1,182.00 | | | |
| III. Additional Costs | | | | | | IV. Adjustments | | |
| | | | | | Amount | Insurance Deductible | | 100.00- |
| Taxable Costs | | | | | 204.80 | Customer Responsibility | | 100.00- |
| Sales Tax | | | @ 7.625% | | 15.62 | | | |
| Total Additional Costs | | | | | 220.42 | | | |
| Paint Material Method: Rates | | | | | | | | |
| Init Rate = 32.00 , Init Max Hours = 99.9, Addl Rate = 0.00 | | | | | | | | |
| | | | | | | I. Total Labor: | | 1,182.00 |
| | | | | | | II. Total Replacement Parts: | | 551.61 |
| | | | | | | III. Total Additional Costs: | | 220.42 |
| | | | | | | Gross Total: | | 1,954.03 |

ESTIMATE RECALL NUMBER: 11/11/2014 15:53:48 140012023224-2100101
 Mitchell Data Version: OEM: OCT_14_V

Software Version: 7.1.169

Copyright (C) 1994 - 2014 Mitchell International
 All Rights Reserved

Page 2 of 3

Date: 12/16/2014 02:38 PM
Estimate ID: 140012023224-2100101
Estimate Version: 2
Supplement: 1 (F F) 11/17/2014 04:11:19 PM
FINAL
Profile ID: * MERCURY INS

| | | |
|-----|--------------------------|----------|
| IV. | Total Adjustments: | 100.00- |
| | Net Total: | 1,854.03 |
| | Less Original Net Total: | 1,584.32 |
| | Net Supplement Amount: | 269.71 |
| | S1: Bill Ramirez | 269.71 |

Point(s) of Impact

16 Non-Collision (P)

Insurance Co: Mercury Insurance Group
Address: PO. BOX 997195
SACRAMENTO, CA 95899-7195

PURSUANT TO CALIFORNIA CODE OF REGULATIONS, TITLE 10, CHAPTER 5,
SUBCHAPTER 7.5, SECTION 2695.8 THE ISURER WAQRRANTS THAT ANY
NON-ORGINAL EQUIPMENT MANUFACTURER PARTS SPECIFIED IN THIS ESTIAMTE
ARE AT LEAST EQUAL TO THE ORGINAL EQUIPMENT MANUFACTURER PARTS IN
TERMS OF KIND, QUALITY, SAFETY, FIT AND PERFORMANCE.

*****Inspection Summary Information*****

Vehicle arrival date11/11/14
Was vehicle driven in, towed in, or dilivered by Road AmericaDRIVEN
IN
Inspection date11/11/14
Number of business days to repair6
Was the estimate give to the ownerYES
Send payment to facilityYES
Is the vehicle a Partial Loss or a Total LossPARTIAL LOSS

*****CARS Alternate Part Summary*****

Were Alternate Parts availableYES
Name of Alternate Part reference sourceLKQ NORCAL
Alternate Part referenced phone number877-404-0721

ESTIMATE PROFILE REPORT
 Prepared for:

Labor Rates

| Body | Refinish | Glass | Frame | Mechanical | Bdy-S |
|-------|----------|-------|-------|------------|-------|
| 65.00 | 65.00 | 65.00 | 65.00 | 65.00 | 65.00 |

Material Calculations

| Material Type | Table Name | Percentage Multiplier | Max Amount Allowed | 1st Hourly Rate | 2nd Hourly Rate | Hours at Rate 1 |
|---------------|------------|-----------------------|--------------------|-----------------|-----------------|-----------------|
| Paint | | 0.00 | 500.00 | 32.00 | 0.00 | 99.9 |
| Shop | N/A | 0.00 | 9,999.99 | 0.00 | N/A | N/A |
| Haz Waste | | 0.00 | 3.00 | 0.00 | N/A | N/A |

Paint/Material Calculation Method: Rates

Refinish Labor Calculations

| Refinish Type | First Panel Percentage | Second Panel Percentage | Maximum Hours Allowed |
|---------------|------------------------|-------------------------|-----------------------|
| Clearcoat | 40.00 | 20.00 | 999.9 |
| Three Stage | 70.00 | 40.00 | 999.9 |
| Two Tone | 50.00 | 30.00 | 999.9 |

Clear Coat Formula Hours: 2.50
 Finish, Sand, and Buff Cap: 999.9
 Finish, Sand, and Buff Pct: 30.00 %
 Refinish Auto Multiplier: 100.00 %

Adjustments

| New | LKQ/Used | Recored | Rechromed | Remanufactured | Sublet | Aftermarket New | Glass | Use Cost-Plus Markups |
|---------|----------|---------|-----------|----------------|--------|-----------------|--------|-----------------------|
| -5.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | 0.00 % | N |

Tax Rates

| Tax Type | Tax Rate 1 | Tax Threshold 1 | Tax Rate 2 | Tax Threshold 2 |
|----------|------------|-----------------|------------|-----------------|
| Parts | 7.625 % | N/A | N/A | N/A |
| Labor | 0.000 % | N/A | N/A | N/A |

| Taxable Part Status | | Taxable Labor Status | | Taxable Costs Status | | Taxable Costs Status | |
|---------------------|-------|----------------------|------|----------------------|-------|----------------------|-------|
| New | : Yes | Refinish | : No | Shipping | : No | Lubricants | : Yes |
| LKQ/Used | : Yes | Glass | : No | Freon & Oil | : Yes | Rust Coating | : Yes |
| Recored | : No | Frame | : No | Towing | : No | Shop Materials | : No |
| Rechromed | : No | Mechanical | : No | Storage | : No | Detail/Cleanup | : No |
| Remanufactured | : Yes | Body | : No | Coolant | : Yes | Paint Materials | : Yes |
| Sublet | : No | Bdy-S | : No | Estimate Charge | : No | Hazardous Waste | : No |
| Aftermarket New | : Yes | | | Spec'l Paint Mat | : Yes | | |

Alternate Parts Settings

THIS PROFILE IS NOT SET TO SEARCH FOR ALTERNATE PARTS.

Mitchell Estimating

Date: 12/16/2014 02:38 PM
Profile ID: * MERCURY INS

NADA Book: California Region

Valuation
Type: Retail

ACV Threshold: 80.00 %

Date: 12/16/2014 02:38 PM
 Estimate ID: 140012023224-2100101
 Estimate Version: 2
 Supplement: 1 (F F) 11/17/2014 04:11:19 PM
 Profile ID: * MERCURY INS

Alfred Matthews

2440 N Golden State Blvd, Turlock, CA 95382
 (209) 668-5322
 Fax: (209) 668-5320

Supplement Delta Report
 Comparison of Estimate 140012023224-2100101 Supplement 0 and Supplement 1

Damage Assessed By: Bill Ramirez
 Supplemented By: Bill Ramirez

 Owner: JERNER, ANDERS
 Vehicle Description: 1997 Toyota 4Runner Limited

| Line Item | Labor Type | Operation | Line Item Description | Part Type | Dollar Amount | Labor Units | CEG Unit |
|------------------------|------------|----------------|-------------------------|-------------------|---------------|-------------|----------|
| Changed Entries | | | | | | | |
| 2 | GLS | REMOVE/REPLACE | W/Shield Glass | ** QUAL REPL PART | 110.00 * | 0.0* | 3.5T |
| S1 2 | GLS | REMOVE/REPLACE | W/Shield Glass | ** QUAL REPL PART | 105.60 *< | 0.0* | 3.5T |
| Deleted Entries | | | | | | | |
| 1 | BDY | REMOVE/REPLACE | Fender Antenna Assy | 86300-35090 | 57.35 | 0.8 | 0.8T |
| Added Entries | | | | | | | |
| S1 1 | BDY | REMOVE/REPLACE | Fender Antenna Assy | 86300-35111 | 187.82 | 1.0 | 1.0T |
| S1 4 | BDY | REMOVE/REPLACE | W/Shield Dam | ** QUAL REPL PART | 46.50 * | 0.0 | T |
| S1 5 | BDY | REMOVE/INSTALL | Inst Panel Finish Panel | Existing | | 0.4 | 0.4 |
| S1 6 | BDY | REMOVE/INSTALL | Inst Panel Glove Box | Existing | | 0.3 | 0.3 |
| S1 7 | BDY | REMOVE/INSTALL | Inst Panel Radio | Existing | | 0.5 | 0.5 |

Global Changes

No Deductible, Customer Responsibility, Labor Rate, or Part Adjustment changes were made.

| | <u>Amount</u> |
|-----------------------|-----------------|
| Original Estimate: | 1,584.32 |
| Supplement 1 | 269.71 |
| Orig Total Tax | 42.04 |
| Supp 1 Total Tax | 54.70 |
| Net Supplement Amount | 269.71 |
| Net Total | 1,854.03 |

| | Program Calc Versions | Data Versions |
|--------|-----------------------|---------------|
| Supp 0 | 7.1.169 | OCT_14_V |
| Supp 1 | 7.1.169 | OCT_14_V |

ESTIMATE RECALL NUMBER: 11/11/2014 15:53:48 140012023224-2100101

Software Version: 7.1.169

Copyright (C) 1994 - 2014 Mitchell International
 All Rights Reserved

Page 1 of 1

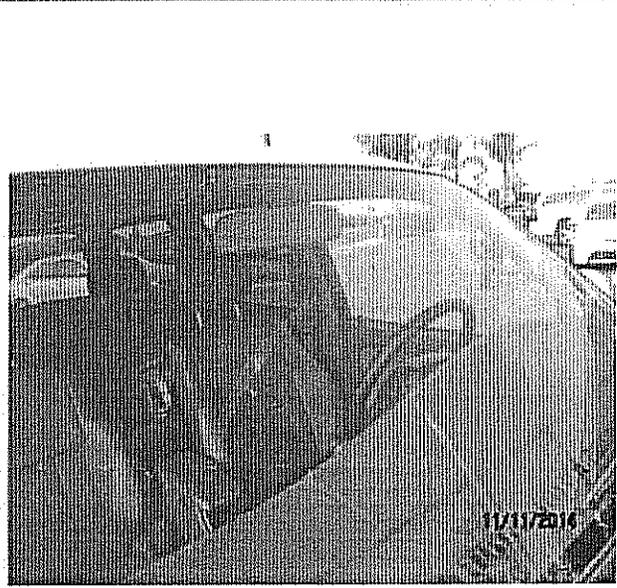
Claim: 140012023224-2100101 01

JERNER, ANDERS



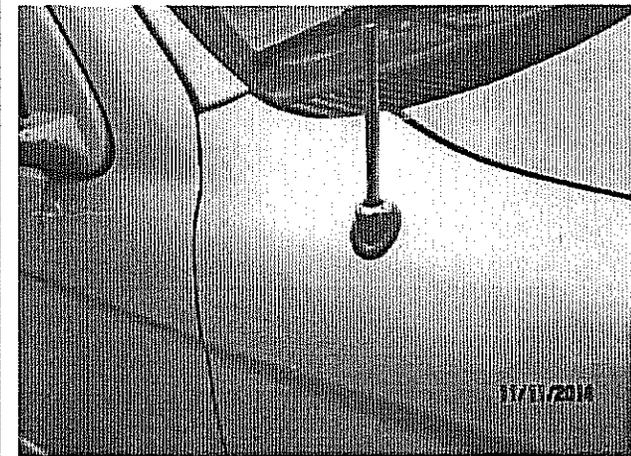
IMG_2744.jpg

Nov-11-2014 11:38a



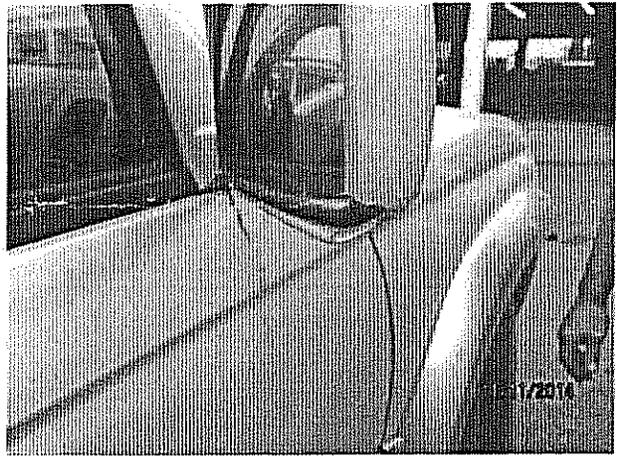
IMG_2751.jpg

Nov-11-2014 11:40a



IMG_2768.jpg

Nov-11-2014 03:33p



IMG_2769.jpg

Nov-11-2014 03:33p

Claim: 140012023224-2100101 01

JERNER, ANDERS



IMG_2750.jpg

Nov-11-2014 11:40a



IMG_2752.jpg

Nov-11-2014 11:40a



IMG_2834.jpg

Nov-12-2014 03:46p

MERCURY CLAIM# 2014 0012 023224 - 21







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.

RECEIVED

JAN 08 2015 *nr*

CITY OF TURLOCK CITY CLERK

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

CLAIM AGAINST: Parks & Recreations/City Hall
(Name of Entity)

Claimant's name: Brandon Lee Wilson

SS#:  DOB: 07/28/1984 Gender: Male Female

Claimant's address: 1100 Pedras Rd Turlock CA 95382 Apt A221

Claimant's Telephone Number(s): (209) 535-0228

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 12/11/2014

Date injuries, damages, or losses were discovered: 12/12/2014

Location of incident/accident: Golden State Blvd between F st and Minerva.

What did entity or employee do to cause this loss, damage, or injury? Failed to keep gutters clean of debris. Failed to keep street lights lit.

(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? A bent piston rod in engine of my Pontiac G6.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

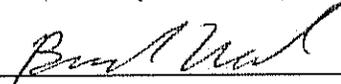
If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$2252.50

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)? Parts \$440.00 Labor \$1662.5 Cab \$165.00

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1/29/2014 Signature: 

If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

Declaration Of Events

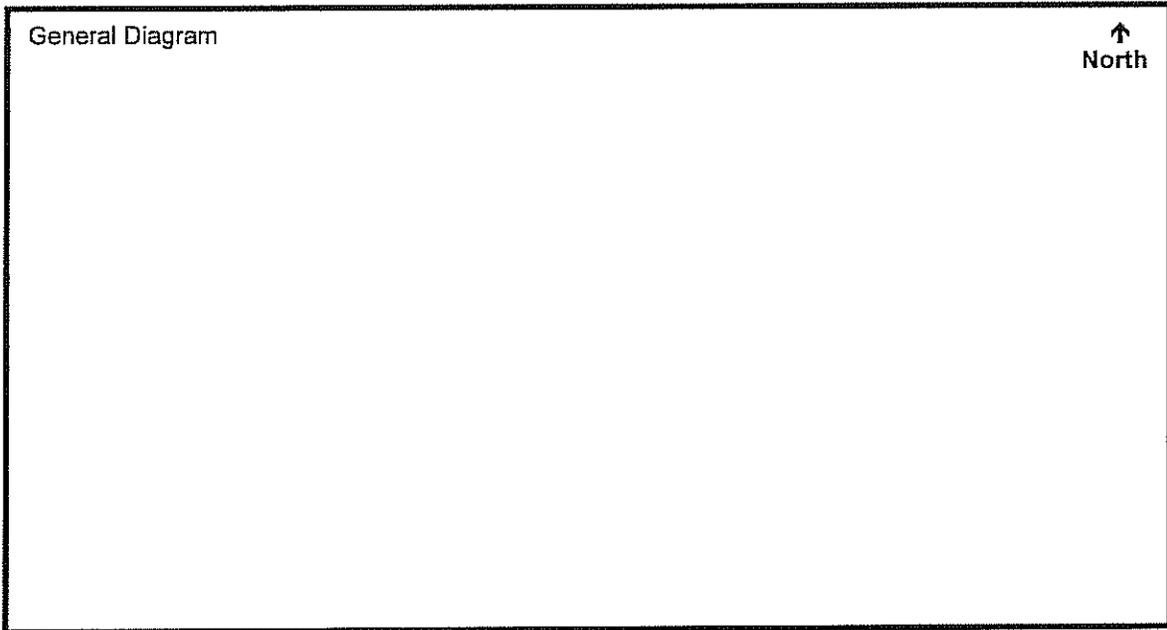
1/8/15

On 12/11/2014 I was leaving work which is located at 2224 S Daubenberger Rd Turlock CA 95380 heading south on Golden State Blvd to go home. As I driving It was unapparent to me that the two south bound lanes on Golden State Blvd between F st and mineret were flooded. It was extremely dark on that stretch of road and there were not any sighns posted saying the road was flooded. When my car hit the water it knocked out the inside fender on my Pontiac G6 and water was sucked into my air filter which went right into engine and bent the piston rod. After striking the water my car died. I was able to get it started but after I did it was making a knocking sound. I drove it back to work the following morning where I parked it. I had my companys mechanic Jon Vega take a look at and see if he could figure out what was causing the sound. On 12/15/2014 Jon informed me of what happened when my car hit the water. I called parks and recreations the following day and spoke with Emily who informed me it was there job to keep the streets and gutters free of debris for water to drain properly. Upon speaking with Emily I was informed by her that it was City Halls job to keep the street lights lit as there was one light that was out. I then called City Hall and spoke with Dawn and informed her of what happened so that no one else would have thing happen to them. She also informed me that i would need to get with the city clerks office to file a claim. I have included all documentation for the cost of parts and labor as well as photos of where the incident took place as well as photos of the gutters that are packed with debris and dirt. My car still is not fixed all the way however I am able to commute back and forth to work which is vital to taking care of my family.

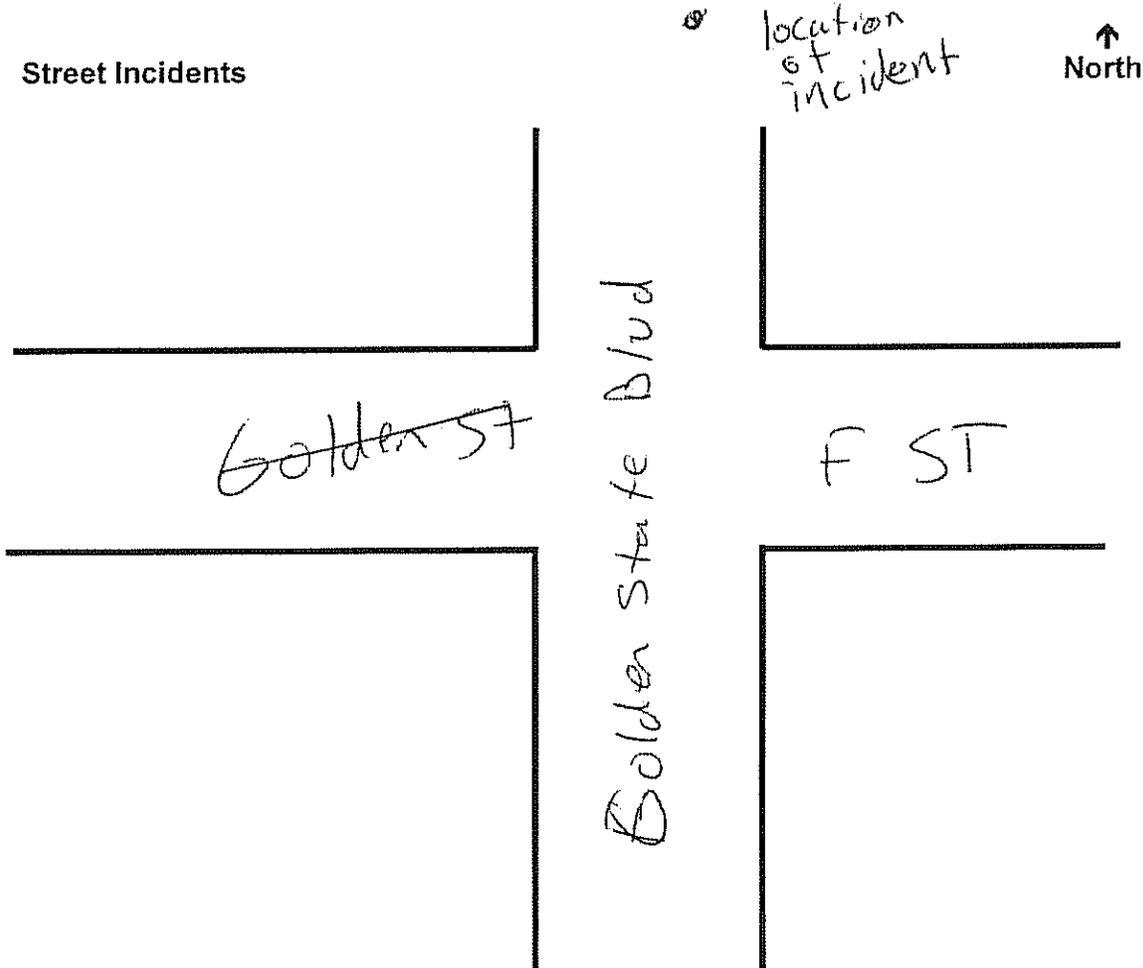
Brandon Wilson



DIAGRAMS



Street Incidents



BONANDER BUICK-GMC

Division of Bonander Pontiac Inc.



GMC

BUICK

231 South Center Street * Turlock, CA 95380
(209) 632-8871

BONANDER BUICK-GMC WILL ACCEPT PARTS FOR REFUND OR EXCHANGE PROVIDED THE PART IS A NORMALLY STOCKED NON-ELECTRICAL OR CARBURETOR PART PURCHASED WITHIN 10 DAYS AND IS ACCOMPANIED BY THIS INVOICE. ALL PARTS ACCEPTED FOR RETURN MUST MEET THE MANUFACTURER'S CURRENT PACKAGE GUIDELINES AND ARE SUBJECT TO A 30% RESTOCKING CHARGE. SPECIAL ORDERED ITEMS NOT PICKED UP WITHIN 90 DAYS WILL BE RETURNED TO NORMAL STOCK.

SUBJECT TO WARRANTY TERMS AND CONDITIONS LISTED ON REVERSE SIDE.

| | | | | |
|---------------------------|----------------|---------------------------|---------------------------|--------------------------|
| DATE ENTERED 19 DEC 14 | YOUR ORDER NO. | DATE SHIPPED 19 DEC 14 | INVOICE DATE 19 DEC 14 | INVOICE NUMBER 200016 |
|---------------------------|----------------|---------------------------|---------------------------|--------------------------|

S
O
L
D
T
O

ACCOUNT NO. 20
BRANDON WILSON, CA

S
H
I
P
T
O

PAGE 1 OF 1

| | | | | | | | | | | | | | | | | |
|--|----------------|--------------|----------------------|----------------------------|---------------|--------------|-----------------|-------|--------|--|---------|------|-----------|------|--------------|----------------|
| SHIP VIA | SLSM. 174 | B/L NO. | TERMS CASH | F.O.B. POINT TURLOCK CA | | | | | | | | | | | | |
| ORD. | QUANTITY 1 | REMARKS 0 | PART NO. 12568557 | DESCRIPTION F-(S)ROD | LIST 61.86 | NET 61.86 | AMOUNT 61.86 | | | | | | | | | |
| <i>Can load</i> | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>PARTS</td> <td>61.86</td> </tr> <tr> <td>SUBLET</td> <td></td> </tr> <tr> <td>FREIGHT</td> <td>0.00</td> </tr> <tr> <td>SALES TAX</td> <td>4.72</td> </tr> <tr> <td>TOTAL</td> <td>\$66.58</td> </tr> </table> | | | | | | | PARTS | 61.86 | SUBLET | | FREIGHT | 0.00 | SALES TAX | 4.72 | TOTAL | \$66.58 |
| PARTS | 61.86 | | | | | | | | | | | | | | | |
| SUBLET | | | | | | | | | | | | | | | | |
| FREIGHT | 0.00 | | | | | | | | | | | | | | | |
| SALES TAX | 4.72 | | | | | | | | | | | | | | | |
| TOTAL | \$66.58 | | | | | | | | | | | | | | | |

*Thank
You
For
Your
Business!*

CUSTOMER'S SIGNATURE



CLAIM FORM
(Please type or print)

JAN - 9 2015

5R

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: Brenna Tiffany Brown (a minor)

SS#: [redacted] DOB: 04/08/2000 Gender: Male Female [checked]

Claimant's address: 2354 Terralinda Drive, Turlock, CA 95382

Claimant's Telephone Number(s): (209) 664-3117

Address where notices about claim are to be sent, if different from above:

Date of incident/accident: July 10, 2014

Date injuries, damages, or losses were discovered: July 10, 2014 & July 21, 2014

Location of incident/accident: Pitman High School Pool, 2525 W. Christoffersen Pkwy, Turlock, CA 95382

What did entity or employee do to cause this loss, damage, or injury? Inadequate supervision during recreation swim resulted in the accident (see attached statement). Lifeguards also chose to call emergency services prior to contacting parents for consent. (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)? Lifeguards from the City of Turlock's Recreation Division working on July 10, 2014 at Pitman High School Pool.

What specific injuries, damages, or losses did claimant receive? Neck and head injuries that resulted in prolonged soreness and stiffness. Medical expenses from ambulance trip and ER visit. (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: \$3303.19

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: [checked] DOES NOT EXCEED \$25,000 [] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? American Medical Response Ambulance Service - \$2684.75, Emanuel Medical Center - \$568.44, Estimated Interest & Fees on Balances - \$50 (Invoices Attached) (Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: January 8, 2014 Signature: [Signature]

If signed by representative: Print Representative's Name Andrew R. Brown Telephone (209) 664-3117 - Home (209) 416-7157 - Cell Address 2354 Terralinda Drive, Turlock, CA 95382 Relationship to Claimant Father

Breanna T. Brown's Statement of Accident

On July 10, 2014 while swimming at the Pitman High School Pool during summer recreation swim with my little sister I jumped into the 13-ft deep end of the pool. When I came up from underneath the water another swimmer named Matthew jumped into the pool right on top of me, landing on my head and neck both of which started hurting right away so I started crying. I was feeling very light-headed and dizzy so I got out of the pool and went to sit down and as I was crying a lifeguard, Alison Salifia, approached me and asked what was wrong. She took me into the office, I told her what had happened, and that I had a headache and my neck was really hurting and that I was feeling dizzy and light headed. At this point someone called the ambulance and I started to get scared so I asked them to call my parents. The ambulance and fire trucks arrived very fast and they came and strapped me to a board, which scared me even more, and then they put me in the back of the ambulance. While I was in the ambulance getting ready to leave my dad showed up and they told him they were taking me to the hospital to get checked out for head and neck injuries. I was very scared and started crying even more but he said everything would be ok and that the family would meet me at the hospital. The ambulance took me to the hospital where I was held for observation for about 5 hours and had a CAT scan to check for injuries. They told me I had a sprained neck and would be okay however, my neck would be very stiff and sore for the next few days and that I should get plenty of rest, alternate hot and cold packs to ease the stiffness, take Advil every 6 hours if needed and not do anything that could make it worse. After staying home for the next few days I was able to go back to swimming and playing outside.



American Medical Response
P.O. Box 3429
Modesto, CA 95353

07/21/2014

102 2805864 00 00012553 00021137
125531 AT 0.406
KELLY BROWN
2354 TERRALINDA DR
TURLOCK CA 95382-8678

AMERICAN MEDICAL RESPONSE
PO BOX 742464
LOS ANGELES, CA 90074-2464

Patient : BREANNA T. BROWN
Date of Service : 07/10/2014 Trip Number: 4234232195101
Account Balance : 2684.75
Trip Balance : 2684.75

Dear KELLY BROWN:

As a courtesy to our patients, we have filed a claim to your insurance company for medical transportation services provided to you on 07/10/2014. We are not contracted with your insurance company. You are financially responsible for any remaining balance after your insurance remits payment or for any unpaid portion of the claim.

We strongly encourage you to follow-up with your insurance company to ensure the claim is being processed in a timely manner. If your claim is denied, please remit payment immediately to the address below or contact us at 1-800-913-9106 to make payment arrangements.

Our customer service representatives are available to assist you Monday through Friday during regular business hours.

AMERICAN MEDICAL RESPONSE
PO BOX 742464
LOS ANGELES, CA 90074-2464



EMANUEL
MEDICAL CENTER

PO Box 743399 Los Angeles, CA 90074-3399

(209)664-5100

| | |
|-----------------|------|
| Amount Enclosed | Type |
| \$ | 1 |
| STATEMENT | |

| | | | | |
|--|---|----------------------------|----------------------------|--------------------------|
| Patient Name BREANNA TIFFANY BROWN | Patient Account Number E00002646713 | Admission Date 07/10/14 | Discharge Date 07/10/14 | Billing Date 08/25/14 |
| Guarantor KELLY BROWN 2354 TERRALINDA DR TURLOCK CA 95382 | Insurance Coverage PACIFICARE - UNITED H | Policy Number 952127750 | | |

Please detach at perforation and return with your remittance.
This bill contains charges for hospital services only. Charges for physician services related to your care will be billed separately.

| Activity Date | Description | Amount |
|---|--|----------|
| 07/15/14 | BILL | 8699.00 |
| 08/12/14 | P.PAC.UNH PMT - PACIFICARE UNITED HEALTH | -4216.01 |
| 08/20/14 | A.PAC.UNH CONTRACTUAL ADJUSTMENTS | -3914.55 |
| | Estimated insurance due: | 0.00 |
| <p>This is your current balance due. Please make payment today or call Maria D. at 209-664-5134 to arrange payment. We accept VISA, MC, Discover and American Express. Thank you.</p> | | |

| | | | |
|----------------|------------------------------|----------|--|
| Account Number | E00002646713 | | |
| | Total | 8699.00 | |
| | Total Credits | -8130.56 | |
| | Total Due | 568.44 | |
| | Estimated Insurance Coverage | 0.00 | |
| | Estimated Patient Due | 568.44 | |



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.

JAN - 7 2015

RECEIVED 55

City of Turlock Administration Services

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: Steven Singh

SS#: ~~XXXXXXXXXXXX~~ DOB: 1/20/1988 Gender: Male X Female

Claimant's address: 908 9th St Turlock Ca 95380

Claimant's Telephone Number(s): (209) 675-0198

Address where notices about claim are to be sent, if different from above: Same

Date of incident/accident: Jan 5th 2015

Date injuries, damages, or losses were discovered: Jan 5th 2015

Location of incident/accident: West Main St Turlock

What did entity or employee do to cause this loss, damage, or injury? Was driving in west bound lane on West Main St when a branch^{Fell} from a tree and hit my car. (Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

CITY OF TURLOCK

What specific injuries, damages, or losses did claimant receive? Damage to front fender, hood, & head light of car. (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: \$500.00

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)? Payment for auto body repair.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: Jan 6th 2015 Signature: John Singh

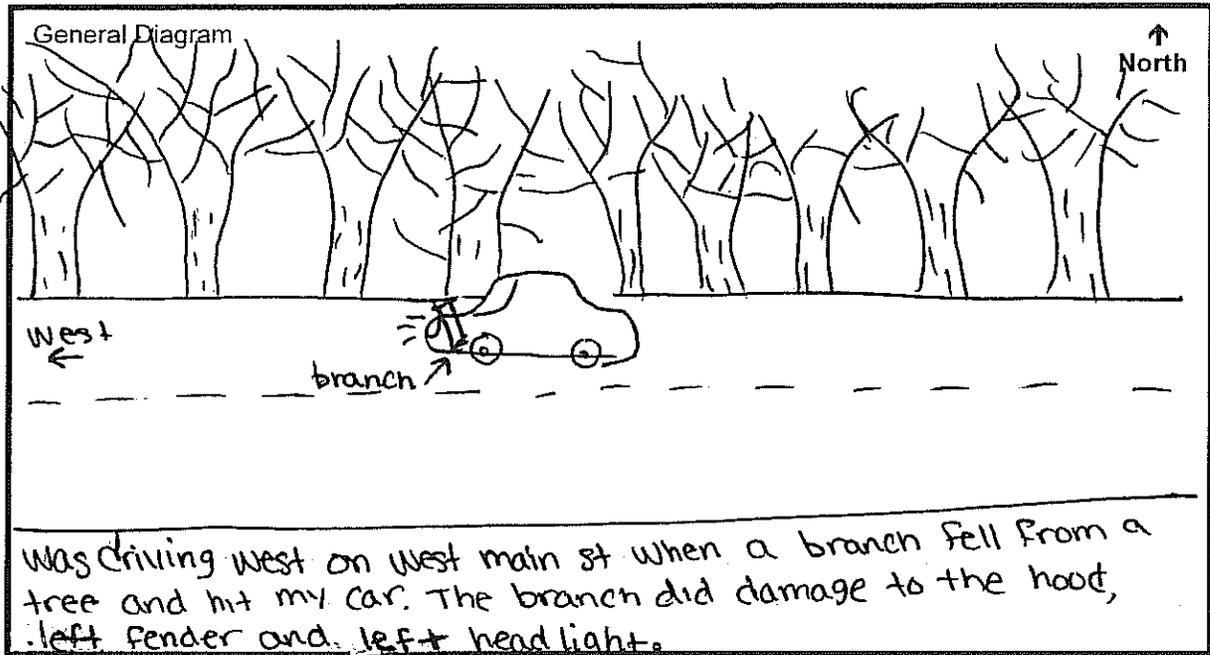
If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

DIAGRAMS



Street Incidents

North ↑

This area contains a large empty rectangular box with a black border, intended for drawing or writing details of the incident. The box is divided into four quadrants by a vertical and a horizontal line.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK
MUNICIPAL CODE TITLE 7, CHAPTER 4, BY
ADDING ARTICLE 2 REGARDING
EXCAVATIONS

ORDINANCE NO. -CS

WHEREAS, from time to time public utility companies, developers, and other applicants may have the need to add, repair, or maintain utility facilities within the City's right-of-way, which requires trench cuts and excavation into the street and sidewalk; and

WHEREAS, engineering studies have shown that trench cuts into paved streets, curbs, gutters, and sidewalks reduces the structural integrity and useable life of these public facilities, as well as increases the costs associated with facility repair; and

WHEREAS, 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 by the applicant or utility owner or the execution of a warranty agreement that would ensure the utility company would properly repair such areas when notified by the City Engineer; and

WHEREAS, the City seeks to eliminate trenching on newly paved streets for a period of three years through the establishment of a street trenching moratorium, thereby encouraging public utility companies to properly plan and coordinate with the City for the installation of public utility facilities during the construction phase of a resurfacing project or wait until the moratorium for that section of street has elapsed; and

WHEREAS, the Trench Restoration Fund and associated Trench Restoration Fees, established by resolution of the City Council, shall establish a fee schedule that 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 of the subject street for street portions.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ADDITION: Title 7, Chapter 4, Article 2 is hereby added to read as follows:

Article 2. Excavations

7-4-201 Purpose.

The City shall, for purposes of maintaining the structural integrity of City streets, curbs, gutters, and sidewalks, their appearance, and to ensure a more positive driving experience for motorists, bicyclists, and pedestrians, set forth regulations regarding excavation and trenching within the City's right-of-way. These regulations shall establish a moratorium on excavation and trenching in newly paved City streets, establish a fee for repairing streets,

curbs, gutters, and sidewalks damaged by excavation and trench cuts, and state exemptions to this article.

7-4-202 Definitions.

For the purposes of this article, the following definitions apply:

“Applicant” shall mean any persons, corporation, partnership, association of any type, public agency or any other legal entity that submits an application to the City Engineer for a permit pursuant to this chapter.

“Article” shall mean Turlock Municipal Code Title 7, Chapter 4, Article 2.

“City” shall mean the city of Turlock, California.

“Excavation” shall mean the portion of right-of-way disturbed by an excavation equal to or greater than eighteen (18) inches in depth.

“Facility” or “Facilities” shall mean any and all cables, cabinets, ducts, conduits, converters, equipment, drains, hand holes, manholes, pipes, pipelines, splice boxes, surface location markers, tunnels, utilities, vaults, wells, and other similar devices that are located, or are proposed to be located, in the public right-of-way.

“Owner” shall mean any person or firm, including any department or division of the City, who owns any facility or facilities that are, or are proposed to be, installed or maintained in the public right-of-way.

“PCI” shall be the Pavement Condition Index, which is a numerical value from 1 to 100 that indicates the condition of the roadway, with 1 as the worst possible value and 100 as the best possible value.

“Resurfacing” or “Resurfaced” shall mean any paving, repaving, overlay, seal or reconstruction of a street, or portion of a street, that resulted in a new pavement surface of greater than one-inch thickness over the entire width of the street, excluding crack seals, within three years of the proposed date of excavation. This definition shall not include micropaving, slurry seals, cape seals, or chip seals.

“Right-of-way” shall mean the paved area across, beneath, in, on, over, under, upon, and within the City streets, curb, gutter, sidewalk, and other transportation facilities, as they now exist or hereafter will exist and which are, or will be, under the permitting jurisdiction of the City.

“Sidewalk” shall mean and include any concrete curb, gutter, or sidewalk which has been constructed and accepted by the City.

“Street” shall mean any public highway, road, street, boulevard, avenue, alley, lane, drive, way, place, court or trail, or other public right-of-way which has been constructed and accepted by the City.

"Trench" shall mean the portion of right-of-way disturbed by an excavation equal to or greater than eighteen (18) inches in depth.

"Trench Influence Area" shall mean the trench and an area three (3) feet adjacent, in each direction, to the trench where excavation occurs within a vehicular travel lane, or one and one half (1-1/2) feet adjacent, in each direction, to the trench where excavation occurs outside of a vehicular travel lane, such as a shoulder, or the distance to the nearest expansion joint, weakened plane joint, or score mark in either direction from the trench where the excavation occurs within a portion of curb, gutter, or sidewalk.

"Trench Restoration Fee" shall mean a fee, as listed in a fee schedule established by resolution of the City Council, for use by the City in the repair of sections of street, curb, gutter, and sidewalk that have been damaged due to excavations. This fee, when applying to sections of street, shall be calculated based on the Pavement Condition Index and functional classification of the roadway of the proposed excavation location.

7-4-203 Trench Restoration Fee.

Prior to the issuance of an encroachment permit, where the approved scope of work includes excavation or trenching of a paved City street or sidewalk, the applicant or owner shall pay a Trench Restoration Fee as defined by Section 7-4-202. This fee shall be in addition to any other fees required by the encroachment permit.

A Trench Restoration Fee shall not be required under the following exceptions:

(a) In a City street that the City has scheduled for resurfacing within six months of the specified date of excavation;

(b) In a City street where the PCI, as defined by the City's pavement management system, is less than 25 on the date the encroachment permit is issued;

(c) Work performed by City staff under direction of the City;

(d) Work that will include the applicant resurfacing all of a City street or a significant portion of the City street as determined by the City Engineer, where the excavation is made, provided that the City Engineer approves the resurfacing;

(e) Work related to a utility relocation required by the City to accommodate a proper governmental use of a City street;

(f) Applicants or owners possessing a valid pavement life performance warranty agreement with the City;

(g) When the City Engineer determines that the unique circumstances of the proposed work warrant the waiving of the specified fee in keeping with the intent of this article.

7-4-204 Establishment of Trench Restoration Fund.

All monies paid to the City pursuant to this article, to include fees and penalties, shall be deposited in a special fund or funds and shall be expended only for the resurfacing, maintenance, administration, and protection of City streets and sidewalks where excavation or trenching has occurred after the effective date of this ordinance.

7-4-205 Relocation of Utilities Required by the City.

No fee or requirement authorized or imposed pursuant to this article shall be construed to affect or alter in any way any obligation of public and private utilities with facilities installed in any City street to relocate the facilities at no cost to the City, in the event that relocation is required by the City to accommodate a proper governmental use of the City street.

7-4-206 Permit Violations.

No person, applicant, or owner who has an outstanding violation regarding any provision of this article shall be issued an encroachment permit, nor shall any contractor or agent apply for or be issued an encroachment permit on such person's behalf, until the outstanding violation is corrected or a plan for correction is approved by the City Engineer. The foregoing requirement is in addition to any penalty or remedy for a violation that may be imposed or sought by the City.

7-4-207 Pavement and Concrete Life Performance Warranty Agreement.

In lieu of paying a Trench Restoration Fee, an applicant or owner who has a valid franchise agreement with the City or is statutorily exempt from franchise requirements or is a contractor licensed by the State of California and hired by an owner or applicant may provide a written pavement and concrete life performance warranty agreement, hereinafter referred to as a warranty agreement, in a form acceptable to the City. The warranty agreement shall provide that in the event that subsurface material or pavement or concrete over or within the trench influence area becomes depressed, broken, or otherwise fails at any time after the excavation has been completed that the applicant or owner who performed the excavation, either directly or through a sub-contractor, shall repair or restore such condition pursuant to the procedure set forth in Section 7-4-208.

This warranty agreement shall not apply to trench influence areas within a section of street that has been fully reconstructed after the street trench or excavation occurred, but shall apply to all other trench influence areas, including trench influence areas where an overlay or maintenance treatment has been applied after the street trench or excavation occurred.

In the event that an applicant or owner that is otherwise eligible to execute a warranty agreement fails or refuses to provide a warranty agreement as provided in this section, such owner shall pay the Trench Restoration Fee set forth in Section 7-4-203.

The City may terminate a warranty agreement if the applicant or owner fails to, on at least three occasions within a twelve (12) month period, respond to notifications by the City Engineer to repair depressed, broken, or failing surface or subsurface conditions within the

pavement influence area of a previous excavation or trench cut. The City shall notify the applicant or owner of such termination in writing within thirty (30) days of the decision to terminate by the City Engineer.

7-4-208 Repair of Sunken Pavement or Concrete over Excavations.

If the subsurface material or pavement or concrete over or within the trench or trench influence area becomes depressed or broken at any time within one year after: (a) the excavation has been completed and accepted by the City, where the applicant or owner has paid a Trench Restoration Fee pursuant to this article, or (b) at any time prior to such time as the street surface is completely resurfaced with a structural overlay, where the applicant or owner has provided a warranty agreement pursuant to this article, the applicant or owner shall, upon written notice from the City Engineer, immediately inspect the depressed or broken area to ascertain the cause of the failure. The applicant or owner shall make repairs to the installation or backfill and have the pavement or concrete restored in the manner and within the time period specified by the City Engineer. Additional inspection permit fees may be imposed as appropriate.

A Trench Restoration Fee shall not be charged for work performed under this section. If the pavement or concrete is not restored as specified by the City Engineer, unless delayed by conditions beyond the applicant's or owner's control, the City Engineer may cause the work to be done after giving the applicant or owner seventy-two (72) hours' notice. The cost thereof, including any inspection costs and administrative overhead incurred by the City, shall be assessed against the applicant or owner. The applicant or owner shall remain responsible for any future repairs of that portion of pavement over the excavation that was repaired by the City for a period of one year, where the applicant or owner has paid a Trench Restoration Fee pursuant to this article or where the applicant or owner has provided a warranty agreement pursuant to this article.

7-4-209 Coordination of Excavations.

Any applicant or owner planning to excavate in City streets or sidewalks shall coordinate, to the extent possible, with other public utility owners and the City, to minimize damage and avoid undue disruption and interference to the public use of City streets and sidewalks.

7-4-210 Moratorium.

Excavation or trenching in newly paved City streets is prohibited for three (3) years after the filing of a notice of completion or acceptance of a new street or resurfacing of an existing City street, except as follows:

- (a) Emergency which endangers life or property;
- (b) Relocation work that is mandated by a court of competent jurisdiction or by city, county, state or federal legislation;
- (c) Service for buildings where no other reasonable means of providing service exists, as determined by the City Engineer;

(d) Other situations as determined by the City Engineer to be in the best interest of the general public;

(e) For a period of time until twelve (12) months has elapsed from the date written notification from the City was received by the owner of the planned resurfacing project in accordance with Section 7-4-214.

Even when exempted from the moratorium provisions, applicants or owners shall notify the City Engineer of all excavations planned and performed, and obtain the required permits and pay the applicable fees as specified in this article.

An applicant or owner that intends to excavate or trench within a City street subject to this section, and is authorized by the City Engineer to perform an excavation or trenching work based on a stated exemption of this section, shall pay the applicable Trench Restoration Fee unless the applicant or owner has executed a warranty agreement pursuant to this article.

Sidewalks are not subject to the moratorium provisions in this section.

7-4-211 Joint Excavation.

Whenever applicants propose major excavation work along the same City block, the City Engineer may condition permits for such work in a manner that maximizes coordination and minimizes the total period of construction. Such work may be conditioned to require the applicants to participate in a single excavation and pay their pro rata share of the work. Applicants may seek a waiver of the joint excavation requirements with respect to a particular excavation. Within thirty (30) calendar days of receipt of a written request for a waiver, the City Engineer shall render a decision upon such a request, taking into account the impact of the proposed excavation on the neighborhood, the applicant's need to provide services to a property or area, facilitating the deployment of new technology, and the health, safety, welfare, and convenience of the public.

7-4-212 Non-Transferability of Warranty Agreements.

Pavement and concrete life performance warranty agreements are not transferable or assignable.

7-4-213 Work Zone Safety.

Nothing in this article shall reduce or affect the responsibility of the applicant, owner or contractor to follow work zone safety guidelines that meet or exceed the traffic safety provisions of the Standard Plans and Specifications of the City of Turlock when conducting work within the City's right-of-way.

7-4-214 Notification by City of Resurfacing Projects.

The City shall notify, in writing, all public utility owners with facilities located within the City of Turlock and all owners of real property adjacent to resurfacing project areas of all

scheduled resurfacing projects prior to construction. The City shall endeavor to provide at least twelve (12) months' notice prior to the beginning of construction for each planned project. This notification shall include the limits and scope of work to be performed, an approximate start date for construction, and contact information for coordinating excavation work with the City.

In the event the City fails to provide an owner written notification of a resurfacing project within a twelve (12) month period prior to the start of construction, an applicant or owner shall be exempt from the provisions of Section 7-4-210 and shall be allowed to perform excavations, until such a time that twelve (12) months has elapsed since the owner received such notification, at which point this exemption would cease to apply. However, all owners and applicants shall still be required to obtain the applicable permits and pay the applicable fees, unless a warranty agreement has been executed with the City in which case Trench Restoration Fees shall not be charged.

7-4-215 Penalties.

The penalty for an excavation within a City street subject to a moratorium, in violation of Section 7-4-210, shall be an amount equal to three times the Trench Restoration Fee identified by resolution of the City Council as necessary to make the repairs as specified in this article. This penalty shall be assessed against the person or persons responsible for the excavation in violation of Section 7-4-210, regardless of their ownership status of the facility within the trench influence area and regardless of whether the person, persons or owner have an executed warranty agreement with the City.

7-4-216 Appeal.

A person directly and adversely affected by a decision made by the City Engineer pursuant to the provisions of this article may appeal the City Engineer's decision by filing a written notice of appeal with the City Manager no later than ten (10) working days after receiving notice of the City Engineer's decision. The notice of appeal shall set forth the name, mailing address, and telephone number of the person appealing. The notice of appeal shall include or attach a statement describing the action being appealed, setting forth the grounds for the appeal, and describing the action requested of the City Manager. The scope of the appeal shall be limited to the grounds specified in the notice of appeal.

No later than thirty (30) days after the filing of a timely notice of appeal, the City Manager shall render a decision on the appeal. The City Manager's decision may affirm, reverse or modify the decision appealed. A copy of the City Manager's decision shall be provided in writing to the person appealing at the address shown on the notice of appeal. The decision of the City Manager is final and no additional appeals are permitted.

7-4-217 Severability.

Should any part of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in full force and effect.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 10th day of February, 2015.

GARY SOISETH, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING A }
TRENCH RESTORATION FUND AND }
TRENCH RESTORATION FEES IN }
ACCORDANCE WITH TURLOCK }
MUNICIPAL CODE TITLE 7, CHAPTER 4, }
ARTICLE 2 }

RESOLUTION NO. 2015-

WHEREAS, from time to time public utility companies, developers, and other applicants may have the need to add, repair, or maintain utility facilities within the City's right-of-way, which requires trench cuts and excavation into the street and sidewalk; and

WHEREAS, engineering studies have shown that trench cuts into paved streets, curbs, gutters, and sidewalks reduces the structural integrity and useable life of these public facilities, as well as increases the costs associated with facility repair; and

WHEREAS, 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 by the applicant or utility owner or the execution of a warranty agreement that would ensure the applicant or utility owner would properly repair such areas when notified by the City Engineer; and

WHEREAS, the City seeks to eliminate trenching on newly paved streets for a period of three years through the establishment of a street trenching moratorium, thereby encouraging public utility companies to properly plan and coordinate with the City for the installation of public utility facilities during the construction phase of a resurfacing project or wait until the moratorium for that section of street has elapsed; and

WHEREAS, the City seeks to establish a penalty for public utility companies that trench within a street section subject to the moratorium through a fine equal to three times the applicable repair fees; and

WHEREAS, the Trench Restoration Fund and associated Trench Restoration Fees, established by resolution of the City Council, shall establish a fee schedule 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 of the subject street for street portions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby establish a Trench Restoration Fund and Trench Restoration Fees in accordance with Turlock Municipal Code Title 7, Chapter 4, Article 2, as follows:

Trench Cut Fee Schedule for Curb, Gutter, and Sidewalk

| |
|------------------------|
| Fee |
| \$8.00 per square foot |

Expressway, Arterial and Collector Streets

Trench Cut Fee Schedule for Excavations less than 4'0" in depth

| PCI | Condition | Fee |
|----------|-----------|------------------------|
| 70 – 100 | Good | \$8.00 per square foot |
| 50 – 69 | At-risk | \$6.00 per square foot |
| 25 – 49 | Poor | \$4.00 per square foot |
| 0 – 25 | Failed | No fee |

Expressway, Arterial and Collector Streets

Trench Cut Fee Schedule for Excavations greater than 4'0" in depth

| PCI | Condition | Fee |
|----------|-----------|------------------------|
| 70 – 100 | Good | \$9.00 per square foot |
| 50 – 69 | At-risk | \$7.00 per square foot |
| 25 – 49 | Poor | \$5.00 per square foot |
| 0 – 25 | Failed | No fee |

Local Streets

Trench Cut Fee Schedule for Excavations less than 4'0" in depth

| PCI | Condition | Fee |
|----------|-----------|------------------------|
| 70 – 100 | Good | \$7.00 per square foot |
| 50 – 69 | At-risk | \$5.00 per square foot |
| 25 – 49 | Poor | \$3.00 per square foot |
| 0 – 25 | Failed | No fee |

Local Streets

Trench Cut Fee Schedule for Excavations greater than 4'0" in depth

| PCI | Condition | Fee |
|----------|-----------|------------------------|
| 70 – 100 | Good | \$8.00 per square foot |
| 50 – 69 | At-risk | \$6.00 per square foot |
| 25 – 49 | Poor | \$4.00 per square foot |
| 0 – 25 | Failed | No fee |

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of January, 2015, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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



**Council
Synopsis**

February 10, 2015

From: Mike Pitcock, Director of Development Services

Prepared by: Adrienne Werner, Assistant 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)

Introduce the Ordinance:

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2014-02 (Potter's Landing)]

To be considered at the next meeting:

Resolution: Establishing Conditions of Approval for Planned Development District No. 271 (PD 271), Rezone 2014-02 [Potter's Landing]

2. DISCUSSION OF ISSUE:

The applicant, Cary Pope, is proposing to rezone and subdivide a 1.57 acre parcel into 9 single family residential lots. The property is designated Low Density Residential in the Turlock General Plan and zoned RL, allowing a minimum lot size of 5,000 square feet and a residential density ranging between three (3) and seven (7) dwelling units per acre. The proposed lots will range in size from 5,500 to 7,120 square feet. The overall density of the project is six (6) dwelling units per acre.

The Potter's Landing subdivision will be developed generally in accordance with the standards established for the Residential – Low Density (R-L) zoning district. However, the applicant is seeking to establish a Planned Development zoning district (PD 271) to accommodate a 22-foot public utilities easement (PUE) that runs the length of the western side of the property and poses significant challenges to developing this in-fill property.

Planned Development

A Planned Development allows deviations from the development standards only for those properties within the proposed Planned Development. Only the 9-lots in the proposed Potter's Landing subdivision would be subject to the development standards of Planned Development 271. No other properties would be subject to the development standards in Planned Development 271.

The proposed Potter's Landing subdivision is significantly constrained because of the 22-foot PUE which hinders the developer's ability to build homes and meet the City's development standards. For example, the City standard right-of-way, including curb, gutter and sidewalk is 56-feet, however; the 22-foot PUE severely limits the ability of the developer to meet City standards and still have developable residential lots. As a result, the developer is proposing to construct a private street, 29-feet in width, including curb and gutter but without the typical 5-foot wide sidewalk. For these and similar reasons, the developer is requesting a Planned Development to allow for deviations from the City standards.

The exceptions being granted through the Planned Development are largely lot specific and are summarized in the table below.

| | Requested Exception | City Standard |
|--------------|---|----------------------------------|
| Lot 1 | 3-foot side yard setback along the east property line | 5-foot side yard setback |
| Lot 2 | Minimum 8-foot side yard setback | 5-foot side yard setback |
| Lot 5 | Minimum 10-foot corner side yard setback | 15-foot corner side yard setback |
| Right of Way | 29 feet in width | 56 feet in width |
| Sidewalk | No sidewalk | 5-foot sidewalk |

Given the relatively narrow private street a large portion of the internal street, including the hammerhead, will be "red curbed" and signed to prohibit parking. At the November 6th Planning Commission meeting Alan Marchant, with Turlock Scavenger, raised concerns that the garbage trucks would have difficulty navigating the narrow street if cars are parked on the street on the designated pick-up day. He requested that both sides of the internal street be red curbed throughout the subdivision. As a compromise, "No Parking" signs will be posted on Lots 1 and 2 as mutually agreed upon by the City of Turlock and Turlock Scavenger, in addition to the red curb areas identified by the Fire Department as a fire lane.

The Vesting Tentative Subdivision map was reviewed and unanimously approved by the Planning Commission at their November 6, 2014 meeting. The staff report describing the subdivision in greater detail is attached to this report as Attachment A. The Planning Commission also unanimously recommended the City Council approve the re-zone and Planned Development. The final approval of the Vesting Tentative Subdivision map is contingent upon the City Council approval of the Planned Development. The conditions approved for the Vesting Tentative Subdivision map are attached as Exhibit A in the Planning Commission staff report.

3. BASIS FOR RECOMMENDATION:

- A. The proposed rezoning of the project site complies with the General Plan land use designation and underlying (RL) zoning of the site, and is compatible with the surrounding land uses.
- B. On November 6, 2014, the Planning Commission recommended unanimously that the City Council approve the proposed project.

Strategic Plan Initiative: INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s):

- a. Provide for housing diversity
- b. Encourage infill development
- c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

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, Rezone 2014-02 [Potter's Landing] has 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 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 25, 2014, a Notice of Intent to Adopt 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.



PLANNING COMMISSION ITEM SYNOPSIS
Meeting Date: November 6, 2014
Development Services Department
Planning Division: Development Review
Report By: Adrienne Werner, Assistant Planner

1. PROJECT NAME AND SUMMARY

REZONE 2014-02, PLANNED DEVELOPMENT 271 AND VESTING TENTATIVE SUBDIVISION MAP 2014-02, (Cary Pope – Potter's Landing) To rezone and subdivide a 1.57 acre parcel into 9 single family residential lots. The property is designated Low Density Residential in the Turlock General Plan and zoned RL, allowing a minimum lot size of 5,000 square feet and a residential density ranging between three (3) and seven (7) dwelling units per acre. The proposed lots will range in size from 5,500 to 7,120 square feet. The overall density of the project is six (6) dwelling units per acre.

The applicant is requesting to rezone the property to a Planned Development to allow for deviations in the minimum lot dimensions, setbacks and street width. Three homes will front onto Hawkeye Avenue and access to the interior lots will be provided by a private road off of Hawkeye Avenue.

The subdivision will be required to annex to a Community Facilities District to mitigate the ongoing costs of public services. The proposed subdivision is located at 205 E. Hawkeye Avenue, more particularly described as Stanislaus County APN 072-032-005.

2. STAFF RECOMMENDATION

Approval

3. CITY ATTORNEY COMMENTS

None

4. ENVIRONMENTAL DETERMINATION AND RECOMMENDATION

Mitigated Negative Declaration

5. COMMISSION ACTION REQUIRED

Environmental Motion

I move that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect and the Mitigation Monitoring Program having made the findings in draft Planning Commission Resolutions 2014-15 & 2014-16.

Motion Recommending the City Council Approve Rezone 2014-15 and Planned Development 271

I move that the Planning Commission recommend that the City Council approve Rezone 2014-02 and Planned Development 271 (Cary Pope – Potter's Landing) having determined that the appropriate findings can be made, subject to the conditions of approval contained in draft Resolution No. 2014-16.

Motion Approving Vesting Tentative Subdivision Map 2014-02

I move that the Planning Commission approve Vesting Tentative Subdivision Map No. 2014-02, having determined that the appropriate findings have been made, subject to the conditions of approval listed in draft Resolution No. 2014-15.



AGENDA REPORT 11/06/14
Rezone 2014-02 (Planned Development 271)
Vesting Tentative Subdivision Map 2014-02
(Potter's Landing)

TO: Planning Commission
FROM: Adrienne Werner, Assistant Planner
SUBJECT: Rezone 2014-02 (Planned Development 271), and Vesting Tentative Subdivision Map 2014-02 (Potter's Landing)

APPLICATION SUMMARY

DATE FILED: August 13, 2014

1. **APPLICANT:** Cary Pope
1120 Scenic Drive
Modesto, CA 95350
2. **OWNER:** Full Gospel Tabernacle
200 North Avenue
Turlock, CA 95380
3. **ADDRESS:** 205 E. Hawkeye Avenue
4. **APN:** 072-032-005
5. **AREA OF PROPERTY:** 1.57 acres
6. **EXISTING ZONING:** Low Density Residential (RL)
7. **GENERAL PLAN:** Low Density Residential (LDR)
8. **PREVIOUS ACTIONS:** CUP 87-39, 86-5, 85-18, 67-8, 66-1, 64-1,
PARCEL MAP 11-2
9. **REQUEST:** The applicant is proposing to rezone and subdivide a 1.57 acre parcel into 9 single family residential lots. The property is designated Low Density Residential in the Turlock General Plan and zoned RL, allowing a minimum lot size of 5,000 square feet and a residential density ranging between three (3) and seven (7) dwelling units per acre. The proposed lots will range in size from 5,500 to 7,120 square feet. The overall density of the project is six (6) dwelling units per acre.
10. **CEQA RECOMMENDATION:** Mitigated Negative Declaration

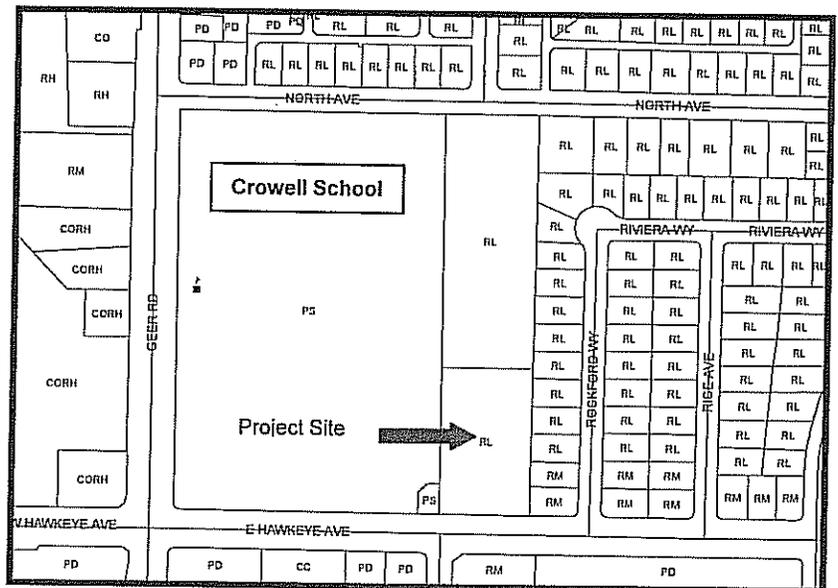
11. STAFF RECOMMENDATION: Approval

ENVIRONMENTAL REVIEW

The City, pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA), has reviewed the environmental impacts associated with Rezone 2014-02 (Planned Development 271), and Vesting Tentative Subdivision Map 2014-02 (Cary Pope – Potter's Landing). Based upon analysis and information contained in the Initial Study prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. On September 23, 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.

BACKGROUND

The project site is located on 1.57 acre property. The applicant is proposing to subdivide the lot into 9 single family residential lots. The property is designated Low Density Residential in the Turlock General Plan and zoned RL, allowing a minimum lot size of 5,000 square feet and a residential density ranging between three (3) and seven (7) dwelling units per acre. The proposed lots will range in size from 5,500 to 7,120 square feet. The overall density of the project is six (6) dwelling units per acre.



Adjacent Properties

To the north of the project site is a property zoned Low Density Residential developed with the Full Gospel Tabernacle church; to the east of the property is the Ball Estates residential subdivision; to the west is Crowell Elementary School, and to the south across Hawkeye Avenue are residential properties. The Planning Department received one (1) phone call from a resident in the adjacent subdivision asking if the homes were designated low income. The homes are not designated as low income housing and are anticipated to sell at market rates.

PROJECT EVALUATION

Rezone / Planned Development Request

The Potter's Landing subdivision will be developed generally in accordance with the standards established for the Residential – Low Density (R-L) zoning district. However,

the applicant is seeking to establish a Planned Development zoning district (PD 271) to accommodate a 22-foot public utilities easement (PUE) that runs the length of the western portion of the property and poses significant challenges to developing the property.

City standard right-of-way for a local street width is 56-feet. The 22-foot PUE limits the developer's ability to construct the internal street, Trapper John Lane, to City standards and still have lots that are developable. As proposed, Trapper John Lane will be constructed to 29-feet wide with curb and gutter but no sidewalks. The construction of a standard 5-foot sidewalk would severely limit the ability for single-family homes to be built. Because of these constraints the request for a Planned Development is to allow for deviations in the minimum lot dimensions, setbacks and street width.

Private Street

Decorative fencing, landscaping and curbing will be installed along the property line adjacent to Crowell Elementary School.

Given the relatively narrow roadway, the western side of the proposed street and the hammerhead will be "red curbed" to prohibit parking.

Lot Dimensions/Setbacks

As designed, six (6) homes will front the private road and three (3) homes will front onto Hawkeye Avenue. In response to staff's concerns regarding the number of driveway entrances on Hawkeye the home on Lot 7 was redesigned to have the garage accessed from the private road. The redesign allowed the home to meet the 15-foot corner side yard setback instead of the 10-foot setback that was previously proposed.

Lot 1 is the most constrained with 30% of the lot unbuildable because of the 22-foot PUE. The house will be setback 22-feet from the west property line and three (3) from the east property line. The home on Lot 2 will be required to maintain an 8-foot setback from the west property line (shared with Lot 1) which will still provide a minimum 10-foot separation between buildings.

The home on Lot 5 will be allowed to reduce the corner side yard to 10-feet. The standard setback for a corner lot is 15-feet, however; TMC§9-3-203(8)(ii) allows the corner side yard to be reduced to 10-feet if it does not abut the front yard of an adjacent lot. Because the driveway and garage on Lot 4 do not directly abut the side yard of the adjacent lot (Lot 5), staff feels that the reduction in setback will not cause a visibility risk.

The exceptions granted through the Planned Development are summarized below:

- 1) Lot 1: A minimum three (3) foot side yard setback along the east property line must be maintained. No permanent structures shall be built in the 22-foot public utilities easement (PUE) along the west property line.
- 2) Lot 2: A minimum eight (8) foot side yard setback along the west property line must be maintained.

- 3) Lot 5: The corner side yard may be reduced to 10-feet.
- 4) Lot 7: The driveway and garage must be accessed from the private street.
- 5) The private street width shall measure a minimum of 29-feet as shown on the vesting tentative subdivision map.

Elevations / Floor Plans

The proposed elevations and floor plans are shown in Attachment 3. The architectural features and variation in rooflines create visual interest and integrate easily with the overall character of the neighborhood.

Public Services & Facilities

Connection to City services is required for this project. The subdivision will also be required to annex to the Community Facilities District 2 (CFD #2) to mitigate the ongoing costs of public services.

CONCLUSION

The proposal to rezone and subdivide the 1.57 acre property to develop a 9 lot in-fill residential subdivision is generally consistent with the property's Low Density Residential General Plan designation. Overall the project substantially meets the requirements for the RL zoning district. The developer has requested exceptions to the development standards to accommodate the constraints posed by the 22-foot PUE and allow a challenging piece of property to be developed. Therefore, staff recommends approval.

RECOMMENDED MOTIONS

Environmental Motion

I move that the Planning Commission adopt a Mitigated Negative Declaration of Environmental Effect and the Mitigation Monitoring Program having made the findings in draft Planning Commission Resolutions 2014-15 & 2014-16.

Motion Recommending the City Council Approve Rezone 2014-02 and Planned Development 271

I move that the Planning Commission recommend that the City Council approve Rezone 2014-02 and Planned Development 271 (Cary Pope – Potter's Landing) having determined that the appropriate findings can be made, subject to the conditions of approval contained in draft Resolution No. 2014-16.

Motion Approving Vesting Tentative Subdivision Map 2014-02

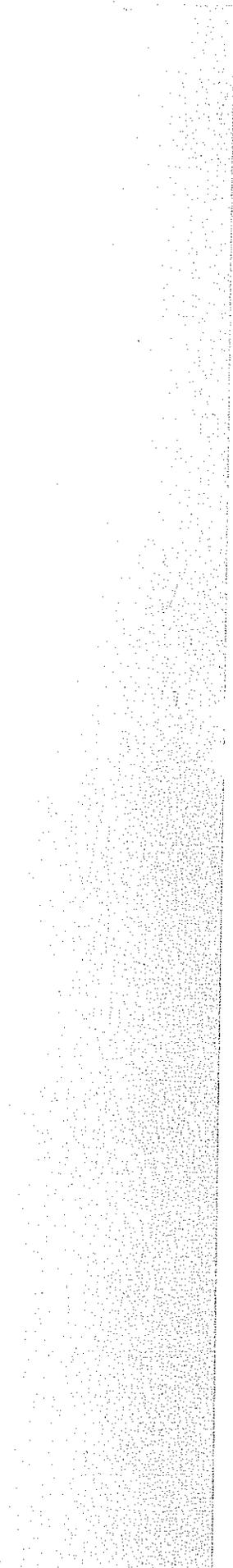
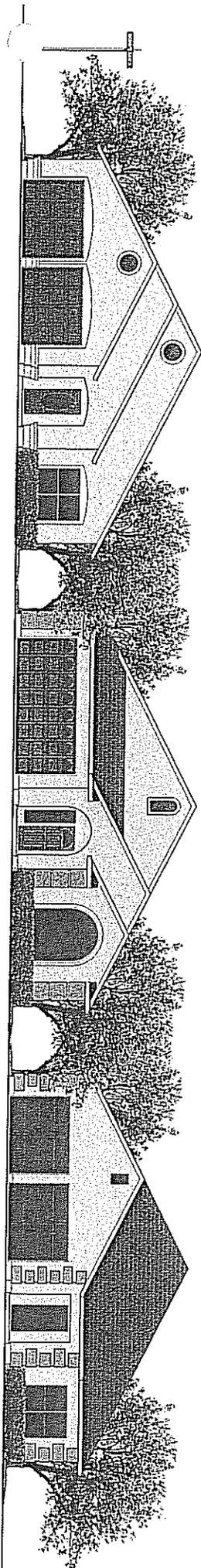
I move that the Planning Commission approve Vesting Tentative Subdivision Map No. 2014-02, having determined that the appropriate findings have been made, subject to the conditions of approval listed in draft Resolution No. 2014-15.

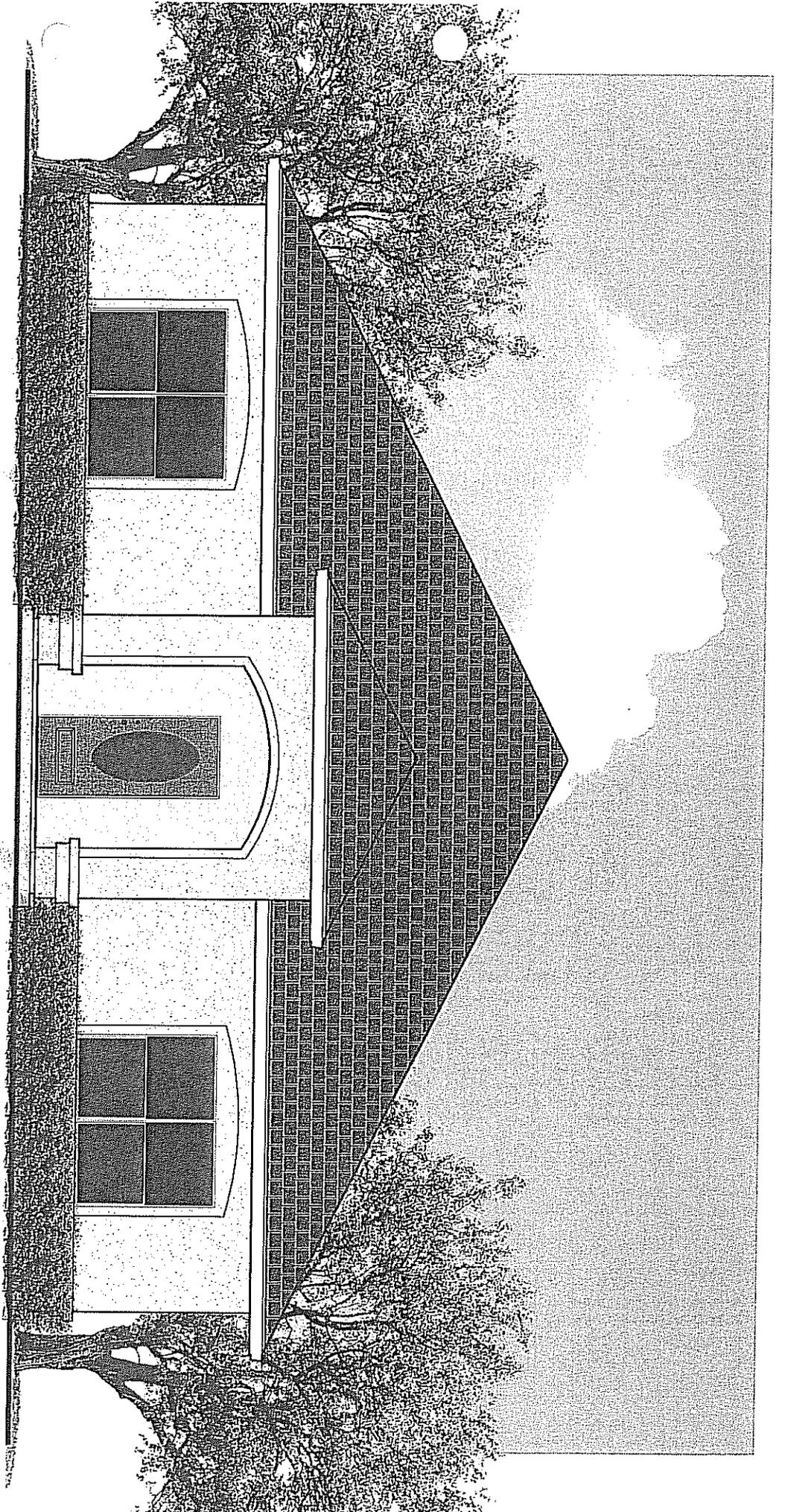
ATTACHMENTS

1. Stanislaus County Assessor's Map Book 72, Page 32
2. Vesting Tentative Subdivision Map
3. Potter's Landing Elevations
4. Initial Study
5. Mitigation Monitoring Program

EXHIBITS

- A. Draft Resolution 2014-15
- B. Draft Resolution 2014-16





PLAN #4 - ELEVATION 'A'

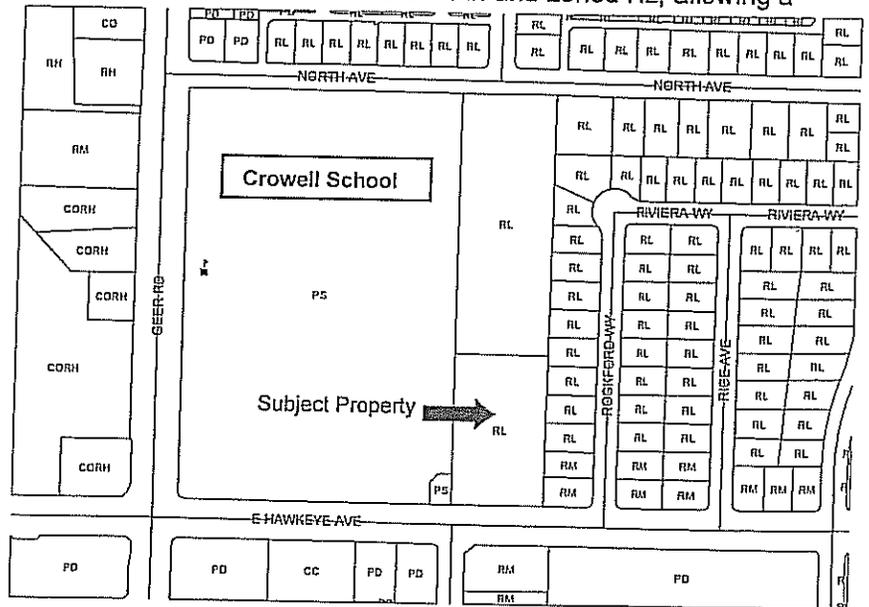


CITY OF TURLOCK INITIAL STUDY CHECKLIST

- 1) **Project Title:** REZONE 2014-02, PLANNED DEVELOPMENT 271, VTSM 2014-02 (Potter's Landing) SCH# 2014082088
- 2) **Lead Agency Name and Address:** City of Turlock
156 South Broadway, Ste. 120
Turlock, CA 95380
- 3) **Contact Person and Phone Number:** Adrienne Werner, Assistant Planner
(209) 668-5640
- 4) **Project Location:** 205 E. Hawkeye Avenue
APN 072-032-005
- 5) **Project Sponsor's Name and Address:** Cary Pope
1120 Scenic Drive
Modesto, CA 95350
- 6) **General Plan Designation:** Low Density Residential (LDR), APN:088-002-005
- 7) **Zoning:** Low Density Residential (RL)
- 8) **Description of the Project:**

The applicant is proposing to rezone and subdivide a 1.57 acre parcel into 9 single family residential lots. The property is designated Low Density Residential in the Turlock General Plan and zoned RL, allowing a minimum lot size of 5,000 square feet and a residential density ranging between three (3) and seven (7) dwelling units per acre. The proposed lots will range in size from 5,500 to 7,120 square feet. The overall density of the project is six (6) dwelling units per acre.

The applicant is requesting to rezone the property to a Planned Development to allow for deviations in the minimum lot dimensions, setbacks and street width. Three homes will front onto Hawkeye Avenue and access to the interior lots will be provided by a private road off of Hawkeye Avenue.



9) **Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)**

The site is located in a highly urbanized area at Hawkeye Avenue and Geer Road. To the west of the site is Crowell School on property zoned Low Density Residential; to the north is Full Gospel Tabernacle zoned Low Density Residential; to the east is a single family residential subdivision; to the south, across Hawkeye Road, are the Brentwood Apartments and other properties with a Medium Density Residential (MDR) General Plan designation.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

- 10) Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

San Joaquin Valley Air Pollution Control District
Regional Water Quality Control Board

11) 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 at 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, Adopted January 10, 2012

City of Turlock, Water Master Plan Update, May 2009

Turlock Parks Master Plan, 1995 (Reviewed in 2003)

City of Turlock, Waste Water Treatment Master Plan, Draft April 2014

City of Turlock, Storm Water Master Plan, 2013

City of Turlock, Urban Water Management Plan, 2010 (adopted May 2011)

City of Turlock, Sewer Master Plan, October 2013

Turlock Municipal Code

City of Turlock Capital Facilities Fee Nexus Study (Turlock City Council Resolution No. 2013-202)

- 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 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 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 the 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.

- 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.

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.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below could be potentially affected by this project. However, these impacts would result in a less than significant impact on the environment by incorporating appropriate mitigation measures.

| | | | | | |
|---|------------------------|---|-------------------------------|---|------------------------------------|
| X | Aesthetics | X | Hazards & Hazardous Materials | X | Public Services |
| | Agricultural Resources | X | Hydrology/Water Quality | X | Recreation |
| X | Air Quality | X | 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 | X | 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 2012-172. 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. 2012-0172), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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 DECLARATION 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. | |

Adrienne Werner
Adrienne Werner, Assistant Planner

September 23, 2014
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.
- 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.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

| | 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) No established scenic vistas exist within the planning are of the Turlock General Plan. The project would have no effect on aesthetics by creating offensive public views. | | | | |
| b) The site is currently vacant. No established scenic vistas exist within the planning are of the Turlock General Plan. There are no highways within the planning area of the Turlock General Plan eligible or officially designated as Scenic Highways. | | | | |
| c) The existing visual character of the site will change with the development of the project. The 9-lot subdivision would convert vacant, underutilized property to urban uses, thereby changing the existing visual character and quality of the site. However, the property is located in a highly developed residential area. The property is zoned for residential use and the adopted City Design Guidelines, zoning ordinance and development standards will be applied to the project to ensure it meets the community’s standards and is compatible with current and in the area. 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 and the. | | | | |
| d) The development of the property with 9 single-family homes will produce additional light and glare from street lighting and on-site security lighting. However, the site is in an area that is highly urbanized including existing street lighting and security lighting. 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 General Plan EIR and the . | | | | |
| Sources: [City of Turlock, General Plan 2012, City Design Elements, 2012; City of Turlock, Standard Specifications, Section 18;. Turlock Municipal Code §9-2-208(d)] | | | | |
| Mitigation: | | | | |
| 1. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not be come a source of glare for adjoining residential properties. | | | | |
| 2. Lighting shall be oriented to minimize impacts upon nearby residences. | | | | |
| 3. Building illumination and architectural lighting shall be indirect. Floodlights are prohibited. | | | | |
| 4. Provide minimal street lighting to meet safety standards and provide direction. | | | | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

| | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-----------|
| <p>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:</p> | | | | |
| 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 |
| <p>Response:</p> <p>a) The development of this proposed project would not result in a loss of prime farmland. The project site is located on property designated as "Urban and Built-Up Uses" on the 2000 Stanislaus County Important Farmland Map as compiled by the California Department of Conservation, Farmland Mapping and Monitoring Program.</p> <p>b) The site is zoned for urbanized uses and will not conflict with any agricultural zoning districts or land held in Williamson Act Contract.</p> <p>c) The site is located in a highly urbanized portion of the City with no adjacent agricultural uses.</p> | | | | |
| <p>Sources: [CA Dept. of Conservation Farmland Mapping and Monitoring Program, City of Turlock, General Plan Conservation and Land Use Element, 2012 & Housing Element, 2003; City of Turlock, General Plan EIR, 2012; Turlock City Council Resolution 2012-156]</p> | | | | |
| <p>Mitigation:</p> <p>None required.</p> | | | | |

| | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-----------|
| <p>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:</p> | | | | |
| a) Conflict with or obstruct implementation of the applicable air quality plan? | | X | | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

| | | | | |
|---|--|---|---|--|
| 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 General Plan EIR.

The project is proposed to subdivide a 1.57 acre parcel into 9 single family residential lots. According to the San Joaquin Valley Air Pollution Control District (SJVAPCD) *Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI)* the project does not exceed the Small Project Analysis Level (SPAL) and is deemed to have a less than significant impact on air quality and as such is excluded from quantifying criteria pollutant emissions for CEQA reasons.

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.

b) and c)
See Section a) above



CITY OF TURLOCK INITIAL STUDY CHECKLIST

d) The project is not expected to expose sensitive receptor to substantial pollutant concentrations. The proposed project may produce odors and dust during the construction phase; however, these impacts are short term in nature and are anticipated to be of a less-than-significant impact to area residents. The mitigation measures contained in Turlock General Plan EIR, Turlock City Council Statement of Overriding Consideration (Council Resolution 2012-172) are adequate to mitigate the air quality impacts from the proposed 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 General Plan EIR.

e) The project is not expected to generate objectionable odors affecting a substantial number of people. 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 General Plan EIR.

f & g) See a & b

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.*



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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. Minimize unnecessary vegetation clearing, earth-moving, or excavation activities.
4. Sprinkle all portions of the site completely twice daily (watering can be reduce dust emissions by 50%). If water is in short supply, alternative dust control measures such as chemical stabilizers or wind barriers may be used.
5. Schedule major dust-generating activities for the early morning and other hours when wind velocities are low. All clearing, grading, earth-moving, and excavation should cease during periods with winds greater than 20 miles per hour averaged over one hour.
6. Water, stabilize, or cover storage piles of debris, fill dirt, sand or other materials that can be blown by the wind.
7. Sweep construction areas and adjacent streets of all mud and debris after construction equipment leaves the site.
8. Water or securely cover soil, gravel, and other materials in vehicles traveling to the site and limit the speed of all construction vehicles to 15 mph while on-site to prevent excessive amounts of airborne dust.
9. Limit trips onto construction site to only those vehicles requiring access for construction purposes.
10. Burning of any vegetation cleared in preparation for development is prohibited.
11. Idling of construction vehicles is limited to ten minutes at any one time, and all combustion engine driven equipment is to be properly maintained and tuned.
12. Minimize the unnecessary use of paints and solvents in construction.
13. 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.
14. 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.
15. Natural gas lines and electrical outlets shall be installed in yard or patio areas to encourage the use of gas and/or electrical barbeques; and electric mowers and edgers.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

| | 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 |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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's 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 Department of Fish and Wildlife also identified concerns for the burrowing owl, which is a Species of Special Concern and mitigation has been added to address this.

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 General Plan EIR.

b), c), d), e), and f)

See Section a) above.

Sources: [California Dept. of Fish & Wildlife: 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]



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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. Burrowing owl has the potential to be present on and adjacent to the project site year-round, therefore the Department of Fish and Game recommends the survey methodology described in the Staff Report on Burrowing Owl Mitigation dated March 7, 2012 (CDFG 2012) be followed before beginning ground-disturbing activities. If burrowing owls are found the mitigation described in the CDFG staff report on burrowing owls shall be followed.
5. 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 | | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

b), c) and d)
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: | | | | |
| 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 | | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

| | | | | |
|--|--|---|--|---|
| 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. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential environmental impacts. 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 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]



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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.
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 |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

| | | | | |
|---|--|---|--|---|
| 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) The project is a 9-lot single family residential subdivision. 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 project does not involve transport, use or disposal of hazardous materials. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 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 is not located within the planning area of the Stanislaus County Airport Land Use Plan. | | | | |
| f) The project is not located within the vicinity of a private airstrip. | | | | |
| g) The proposed project will not adversely impact any adopted emergency response plan or emergency evacuation plan. The project will be required to install on-site fire hydrants and other improvements to be consistent with the City's Emergency Response Plan. The City of Turlock participates in a countywide Stanislaus County Multi-jurisdictional Hazard Mitigation Plan adopted in 2005. No additional impacts will result from the development of the project area over and above those already anticipated by the Turlock General 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 General Plan EIR. | | | | |
| h) There are no wildland 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 General Plan EIR. | | | | |
| Sources: [City of Turlock, Emergency Response Plan, 2004; Stanislaus County Airport Land Use Commission Plan, 1978; City of Turlock, General Plan, Safety Element, 2012; City of Turlock, Municipal Code, Title 8, (Building Regulations)] | | | | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

Mitigation:

1. All new development is required to meet the fire protection standards established by the City. Typical standards include, but are not limited to:
 - Fire sprinklers
 - On-site fire hydrants
 - Adequate emergency access to buildings
2. All new development shall participate in the City's service mitigation fee that funds police, fire and public maintenance services operations and maintenance costs.
3. All new development shall comply with federal, State, San Joaquin Valley APCD, County, and City policies regulating the production, use transport and/or disposal of hazardous materials, including complying with all permit requirements.

| | 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 stormwater 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 | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

| | | | | |
|--|--|--|--|---|
| 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: | | | | |
| i) Flooding, including flooding as a result of the failure of a levee or dam? | | | | X |
| ii) Inundation by seiche, tsunami, or mudflow? | | | | X |
| <p>a) Development of the project area would not result in water quality or 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 groundwater recharge; there will be no significant net decrease in the underground aquifer volume. The mitigation measures identified in the Turlock Area General EIR and the Statement of Overriding Considerations contained in City Council Resolution 2012-172 are adequate to mitigate the hydrology and water quality impacts associated with the project.</p> | | | | |
| <p>b) The proposed project would not result in the degradation of groundwater supplies or interfere with the groundwater recharge process. The City has adopted the 2010 Urban Water Management Plan. The plan includes all the information necessary to meet the requirements of California Water Code Division 6, Part 2.6 (Urban Water Management Planning) for the conservation and efficient use of water.</p> <p>Upon development, the project will be required to connect to City utility systems, including water. It is not anticipated that groundwater recharge will be reduced that existing area well sites will be adversely impacted. Municipal water will be available to area residents in the event that the groundwater table level is significantly reduced. Adequate open space areas throughout the project site will allow for groundwater recharge; there will be no significant net decrease in the underground aquifer volume. The mitigation measures identified in the Turlock General Plan EIR and the Statement of Overriding Considerations contained in City Council Resolution 2012-172 are adequate to mitigate the hydrology and water quality impacts associated with the project.</p> | | | | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

- 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. Development of the site will not produce runoff that would exceed the capacity of the City of Turlock's Storm Drain System. The project will be required to submit a Storm Water Pollution Prevention Plan (SWPPP) to the Water Resources Control Board for approval outlining the Best Management Practices (BMPs) they will implement to ensure all storm water runoff is properly handled in accordance with the National Pollutant Discharge Elimination System (NPDES).

The project site is located within the boundaries of the current Storm Drain Master Plan area and will be required to connect to the City's master storm drain system. Development of the project site is subject to storm drainage fees as determined by the Capital Facility Fee Nexus Study.

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 General Plan EIR and the Statement of Overriding Considerations contained in City Council Resolution 2012-172 are adequate to mitigate the hydrology and water quality impacts associated with the project.

d), e), f)

See a), b) and c) above

- g) The Federal Emergency Management Agency (FEMA) has designated the entire city limits of the City of Turlock as being located within Zone "X" (no threat of inundation), thereby confirming that the project site is not located in a flood area.

h & i) As the project site is not located near surface, fresh or marine water bodies there is not anticipated inundation.

See g) above

Sources: [Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) for the City of Turlock updated September 26, 2008; City of Turlock Urban Water Management Plan, 2010; City of Turlock, Storm Water Master Plan, 2013; City of Turlock, Waste Water Treatment Master Plan, 2014; City of Turlock, Water Master Plan Update, 2009; City of Turlock, Sewer Master Plan, 2013; City of Turlock, Municipal Code, Title 9, Chapter 2, Water Conservation Landscape Ordinance; Turlock City Council Resolution 2012-172, Statement of Overriding Considerations]



CITY OF TURLOCK INITIAL STUDY CHECKLIST

Mitigation:

1. The project will be required to connect to the City's Master Storm Drainage System.
2. The project will be required to 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 incorporation of grassy swales and other best management practices are encouraged to filter storm water.
5. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
6. 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.
7. A spill prevention and cleanup plan shall be implemented.
8. 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.
9. 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 Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No 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 9-lot subdivision is proposed on a 1.57 in-fill property currently surrounded by residential uses. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) The applicant is requesting to rezone the property to a Planned Development to allow for deviations in the minimum lot dimensions, setbacks and street width. Three homes will front onto Hawkeye Avenue and access to the interior lots will be provided by a private road off of Hawkeye Avenue.

The Planned Development permitting process would allow for these deviations from the standards to be reviewed and granted for this project. These deviations will not create any adverse environmental effects. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

The proposed project would not have any direct effects on animal life by changing the diversity of species, number of species, reduce any rare or endangered species, introduce any new species, or deteriorate existing fish or wildlife habitat. 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. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

Sources: [Turlock General Plan, Land Use Element 2012, Conservation Element 2012 & Housing Element, 2003; 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 required.

| | 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 |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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 known mineral resources are on the project site. No development can be approved without adequate provisions for these resources. 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 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 ground borne vibration or ground borne 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 |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

Response:

a) The project is located within the 65 to 70 dB noise contour of Geer Road. The project will not expose persons or generate noise levels in excess of standards established in the General Plan. The standards of Turlock's Noise Ordinance (TMC 9-2-300ART) are applicable to the development during construction and occupancy. Mitigation measures have been identified to reduce the effects of project construction activities on adjacent noise-sensitive land uses. In addition, the project is subject to the City's noise ordinance which prohibits construction on weekdays from 7:00 p.m. to 7:00 a.m., on weekends and holidays from 8:00 p.m. to 9:00 a.m. The mitigation measures identified in the Turlock General Plan EIR and the Statement of Overriding Considerations contained in City Council Resolution 2012-172 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 General Plan EIR.

b) There is no anticipated exposure to or generation of excessive ground borne vibration. During construction, there may be some groundborne vibration. However, since construction noise occurs only during daytime hours and is temporary it is not considered significant.

Upon completion of the project, there may be groundborne vibration from nearby Geer Road; however, these impacts to not exceed the levels identified in the Turlock General Plan. The standards of Turlock's Noise Regulations would be applicable to the development during construction and occupancy. Noise impacts will be insignificant from this development. The mitigation measures identified in the Turlock General Plan EIR 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 General Plan EIR.

c), d) The project is located within the 65 to 70 dB noise contour of Geer Road. Development of the project will increase existing noise levels associated with the development of a vacant property. Typical ongoing noise would most likely be generated by mechanical equipment such as heating, ventilating and air-conditioning equipment. The standards of Turlock's Noise Regulations would be applicable to the development during construction and occupancy. Noise impacts will be insignificant from this development. The mitigation measures identified in the Turlock General Plan EIR 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 General Plan EIR.

e) The project is not located within the planning area boundary of the Stanislaus County Airport Land Use Plan.

f) See e) above.

Sources: [City of Turlock, General Plan, Noise Element, 2012; City of Turlock, Municipal Code, Title 9, Chapter 2, Noise Regulations;; Turlock General Plan, Transportation Element, 2012; Stanislaus County Airport Land Use Commission Plan, as Amended May 20, 2004; Merced County Airport Land Use Compatibility Plan, June 12, 2012]



CITY OF TURLOCK INITIAL STUDY CHECKLIST

Mitigation:

1. Construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No construction will be permitted on Sundays.
2. The project shall meet the standards of the Turlock Noise Ordinance (TMC 9-2-300ART) during construction and operation.
3. All construction equipment used during construction shall be fitted with factory-equipped mufflers.
4. Staging areas for heavy equipment shall be located as far from residences as possible.
5. All unnecessary idling of internal combustion engines shall be prohibited. Operation of mechanical refrigeration units on trucks shall be prohibited during loading/unloading in areas adjacent to noise-sensitive uses.
6. On-site vehicles such as forklifts shall be required to have and maintain adequate mufflers.
7. All adjacent business, residences, and noise-sensitive land uses shall be notified of the construction schedule, in writing, prior to commencing construction activities, including any changes in the construction schedule that would extend the time period during which construction would occur.
8. A "disturbance coordinator" shall be designated who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

| | 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 9 new single-family homes will result in more 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.
- b) The proposed project will not displace any housing. There are no existing residences on the site; it is vacant.
- c) See b) above.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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 some 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 site shall also annex into Community Facilities District #2 to help fund the ongoing public service needs. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

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.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

d) Development of the project area would result in an increased use of existing neighborhood or regional parks, specifically the park adjacent to the project. However, 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 implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

e) 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 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. 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 implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

Sources: [Stanislaus County, Public Facilities Plan Update Final Report, 2003; City of Turlock, Capital Facility Fees Program, 2004, Turlock School District, School Facilities Fee Review & Compliance Audit, 1990; 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 recordation of the map the properties shall annex to CFD #2.

| | 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 | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

Response:

a) Development of the project area would result in an increased use of existing neighborhood or regional parks. However, 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 General Plan EIR 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. 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 General Plan EIR.

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]

Mitigation:

1. Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.

| | 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 | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

Response:

a) The proposed development could potentially impact the existing transportation system, increase traffic hazards, and create a demand for new parking. 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 implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

b) See a) above.

c) The project site is not located with the flight path of any private or public airstrips.

d) Installation of public rights-of way improvements along Hawkeye Avenue will be required as a condition of approval for this project if any additional improvements are needed. Points of entry to the site shall be adequately spaced from the intersection to maximize public safety. The development will not result in a substantial increase in hazards to a design feature or incompatible uses as urban uses surround the project area 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.

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) The proposed site plan indicates that the minimum number of required on-site parking spaces (two per residential unit), will be achieved.

g) The proposed development will not conflict with adopted policies or programs supporting alternative transportation. 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, General Plan, Transportation Element, 2012; City of Turlock Capital Facilities Fee Nexus Study, 2013; City of Turlock, Airport Land Use Commission Plan, as Amended 2004; City of Turlock, Municipal Code, Title 9, Chapter 2; StanCOG, Regional Transportation Plan, 2001; Stanislaus Assn. Of Governments, Regional Expressway Plan, 1991; Stanislaus Assn. Of Governments, Congestion Mgmt. Plan, 1992;]*

Mitigation:

1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and development impact fees.
2. The hammerhead and the west side of the private road (Trapper John Lane) shall be red curbed and signed as a Fire Lane in accordance with the Fire Department standards.
3. Developer shall improve the Hawkeye Avenue frontages to current City of Turlock standards if necessary.

| | | | | |
|--|-------------|-----------|-----------|-----------|
| | Potentially | Less Than | Less Than | No Impact |
|--|-------------|-----------|-----------|-----------|



CITY OF TURLOCK INITIAL STUDY CHECKLIST

| | Significant Impact | Significant Impact With Mitigation | Significant 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: | | | | |
| <p>a) The project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. Sewer, or wastewater, systems are located within the existing area. The type of wastewater anticipated by the project is of a primarily domestic type, which may be readily handled by the current waste water system. The project will be required to connect with the City's wastewater infrastructure to serve the project. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.</p> | | | | |



CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) The project would not necessitate an expansion to the City of Turlock's wastewater treatment facility. The wastewater treatment facility has excess capacity at the current time. A condition of development is to pay a wastewater plant capacity fee to mitigate any impacts of the project upon the capacity of the wastewater treatment facility. The existing water and wastewater facilities which serve the City of Turlock are sufficient to serve this use. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

c) The project site is located within the boundaries of the City's Storm Drain Master Plan. As a condition of development, the applicant will be required to connect to this system. The storm drain system has sufficient capacity to handle the proposed development. Furthermore, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund storm drainage improvements. The payment of these fees will mitigate the project's impacts upon the storm drain system. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

d) Water is currently available to the site. The proposed project will utilize all the usual utility systems. As a domestic water user, the anticipated amount of water necessary to service the site is well within the anticipated norms for the City of Turlock water system. Furthermore, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund water improvements. The implementation of the mitigation measures identified in the Turlock General Plan EIR and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate any potential impacts. 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 General Plan EIR.

e) The project would not necessitate an expansion to the City of Turlock's wastewater treatment facility; the wastewater treatment facility has excess capacity at the current time.
See a) and b) above

f) The site will be a customer of the City's designated waste hauler, Turlock Scavenger. Sufficient capacity remains for the additional solid waste needs to support this project. The proposed project will comply with federal, state, and local statutes and regulations related to solid waste.

g) See f) above.

Sources : [City of Turlock Capital Facilities Nexus Study, 2013; City of Turlock, General Plan, Public Facilities Element, 2012 & Housing Element, 2003; City of Turlock, Water Master Plan Update, 2009; City of Turlock, Waste Water Treatment Master Plan, 2014; City of Turlock, Storm Water Master Plan, 2013; City of Turlock Urban Water Management Plan, 2010; City of Turlock Sewer Master Plan, 2013]



CITY OF TURLOCK INITIAL STUDY CHECKLIST

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 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



CITY OF TURLOCK INITIAL STUDY CHECKLIST

incorporated to the proposed 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 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 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 EIR, 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 and the 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 and the was certified.



MITIGATION MONITORING CHECKLIST

PROJECT NAME: Vesting Tentative Subdivision Map 2014-02
(Cary Pope – Potter’s Landing)

PROJECT LOCATION: The property address is 205 East Hawkeye Avenue, Turlock; More particularly described as Stanislaus County Assessor’s Parcel Number(s) 072-032-005.

MITIGATION MEASURES AND MONITORING PROGRAM

I. Aesthetics

The development of this project will produce additional light and glare from street lighting and on-site security lighting. In order to reduce lighting impacts to surrounding properties, this project shall include the following mitigation:

1. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not be come a source of glare for adjoining residential properties.
2. Lighting shall be oriented to minimize impacts upon nearby residences.
3. Building illumination and architectural lighting shall be indirect. Floodlights are prohibited.
4. Provide minimal street lighting to meet safety standards and provide direction.

| | |
|--|--|
| <i>Responsible Agency or Organization:</i> | Applicants, or successor in interest |
| <i>Implementation Schedule:</i> | Prior to issuance of building permit |
| <i>Verified By:</i> | Turlock Planning, Engineering and Building Divisions |

II. Air Quality

In order to mitigate PM10 and PM2.5 emissions from the project and 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. Minimize unnecessary vegetation clearing, earth-moving, or excavation activities.
4. Sprinkle all portions of the site completely twice daily (watering can be reduce dust emissions by 50%). If water is in short supply, alternative dust control measures such as chemical stabilizers or wind barriers may be used.
5. Schedule major dust-generating activities for the early morning and other hours when wind velocities are low. All clearing, grading, earth-moving, and excavation should cease during periods with winds greater than 20 miles per hour averaged over one hour.
6. Water, stabilize, or cover storage piles of debris, fill dirt, sand or other materials that can be blown by the wind.
7. Sweep construction areas and adjacent streets of all mud and debris after construction equipment leaves the site.

8. Water or securely cover soil, gravel, and other materials in vehicles traveling to the site and limit the speed of all construction vehicles to 15 mph while on-site to prevent excessive amounts of airborne dust.
9. Limit trips onto construction site to only those vehicles requiring access for construction purposes.
10. Burning of any vegetation cleared in preparation for development is prohibited.
11. Idling of construction vehicles is limited to ten minutes at any one time, and all combustion engine driven equipment is to be properly maintained and tuned.
12. Minimize the unnecessary use of paints and solvents in construction.
13. 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.
14. 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.
15. Natural gas lines and electrical outlets shall be installed in yard or patio areas to encourage the use of gas and/or electrical barbeques; and electric mowers and edgers.

| | |
|--|---|
| <i>Responsible Agency or Organization:</i> | Applicants, or successor in interest |
| <i>Implementation Schedule:</i> | During construction |
| <i>Verified By:</i> | Turlock Engineering and Building Divisions, San Joaquin Valley Air Pollution Control District |

III. 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. Burrowing owl has the potential to be present on and adjacent to the project site year-round, therefore the Department of Fish and Game recommends the survey methodology described in the Staff Report on Burrowing Owl Mitigation dated March 7, 2012 (CDFG 2012) be followed before beginning ground-disturbing activities. If burrowing owls are found the mitigation described in the CDFG staff report on burrowing owls shall be followed.
5. 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.

| | |
|--|--|
| <i>Responsible Agency or Organization:</i> | Applicants, or successor in interest |
| <i>Implementation Schedule:</i> | During construction |
| <i>Verified By:</i> | Turlock Engineering, Planning and Building Divisions |

IV. 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. 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.

| | |
|--|--|
| <i>Responsible Agency or Organization:</i> | Applicants, or successor in interest |
| <i>Implementation Schedule:</i> | During construction |
| <i>Verified By:</i> | Turlock Engineering, Planning and Building Divisions |

V. 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

VI. 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. All new development is required to meet the fire protection standards established by the City. Typical standards include, but are not limited to:
 - Fire sprinklers
 - On-site fire hydrants
 - Adequate emergency access to buildings
2. All new development shall participate in the City's service mitigation fee that funds police, fire and public maintenance services operations and maintenance costs.
3. All new development shall comply with federal, State, San Joaquin Valley APCD, County, and City policies regulating the production, use transport and/or disposal of hazardous materials, including complying with all permit requirements.

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: During construction
Verified By: Turlock Engineering, Fire and Building Divisions

VII. 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 will be required to connect to the City's Master Storm Drainage System.
2. The project will be required to 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 incorporation of grassy swales and other best management practices are encouraged to filter storm water.
5. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
6. 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.

7. A spill prevention and cleanup plan shall be implemented.
8. 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.
9. 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

VIII. 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. Construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No construction will be permitted on Sundays.
2. The project shall meet the standards of the Turlock Noise Ordinance (TMC 9-2-300ART) during construction and operation.
3. All construction equipment used during construction shall be fitted with factory-equipped mufflers.
4. Staging areas for heavy equipment shall be located as far from residences as possible.
5. All unnecessary idling of internal combustion engines shall be prohibited. Operation of mechanical refrigeration units on trucks shall be prohibited during loading/unloading in areas adjacent to noise-sensitive uses.
6. On-site vehicles such as forklifts shall be required to have and maintain adequate mufflers.
7. All adjacent business, residences, and noise-sensitive land uses shall be notified of the construction schedule, in writing, prior to commencing construction activities, including any changes in the construction schedule that would extend the time period during which construction would occur.
8. A "disturbance coordinator" shall be designated who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of a grading permit
Verified By: Turlock Planning and Building Divisions

IX. 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.

Responsible Agency or Organization: Applicants, or successor in interest
Implementation Schedule: Prior to issuance of a grading permit
Verified By: Turlock Planning and Engineering Divisions

X. Recreation

In order to ensure the project does not have an impact on recreational facilities 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.

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. 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 development impact fees.
2. The hammerhead and the west side of the private road (Trapper John Lane) shall be red curbed and signed as a Fire Lane in accordance with the Fire Department standards.
3. Developer shall improve the Hawkeye Avenue frontages to current City of Turlock standards if necessary.

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. 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. 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 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.

Applicant Signature

Date

Property Owner

Date

Filing Requested By:

City of Turlock
Development Services
Planning Division
156 S. Broadway, Suite 120
Turlock, CA 95380-5454

When Filed Mail To:

Same as above

SPACE ABOVE THIS LINE FOR CLERK'S USE ONLY

**DRAFT
RESOLUTION NO. 2014-15**

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK APPROVING
VESTING TENTATIVE SUBDIVISION MAP 2014-02
(Potter's Landing)**

PROPERTY OWNER: Full Gospel Tabernacle
200 North Avenue
Turlock, CA 95380

APPLICANT: Cary Pope
1120 Scenic Drive
Turlock, CA 95350

SITE ADDRESS: 205 East Hawkeye Avenue

APN: 072-032-005

WHEREAS, the Planning Commission of the City of Turlock, State of California, has considered said application proposing a 9 lot residential subdivision on approximately 1.57 acres; and

WHEREAS, typical lot sizes will range from 5,000 – 7,120 square feet; and

WHEREAS, the Planned Development would allow for deviations in the minimum lot dimensions, setbacks, and street width; and

WHEREAS, the project will be developed generally in accordance with standards established for the Residential – Low Density (R-L) zoning district, consistent with the property's Low Density Residential (LDR) General Plan land use designation; and

WHEREAS, the property affected by this Resolution is described as Stanislaus County Assessor's Parcel No. 072-032-005; and,

WHEREAS, after public hearing held on November 6, 2014, the Planning Commission found and determined as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring Program, 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 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 EIR, 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. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
 - b. 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. That Vesting Tentative Subdivision Map No 2014-02 (Potter's Landing) would be permissible subject to the following findings:

1. The proposed subdivision is in conformance with the General Plan.
2. That the design and improvements are consistent with the General Plan.
3. That the site is physically suited for the type of the proposed development.
4. That the site is physically suitable for the potential density of the proposed development.
5. That the proposed subdivision or associated improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6. That the design of the project or the types of improvements will not cause public health problems.
7. That the discharge of waste from the proposed subdivision into the Turlock Treatment Facility will not violate existing requirements prescribed by the California Regional Water Quality Control Board.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock that Vesting Tentative Subdivision Map 2014-02 (Potter's Landing) is hereby approved subject to compliance with all applicable codes and ordinances and the mitigation monitoring program, and subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated:

Planning Division (668-5640)

1. Approval of Vesting Tentative Subdivision Map 2014-02 is contingent upon obtaining City Council approval of Rezone 2014-02 authorizing the zoning change of 205 East Hawkeye Avenue, Stanislaus County APN 072-032-005 from Low Density Residential to Planned Development 271 (PD 271). All conditions of approval of Planned Development No. 271 are hereby made conditions of approval for Vesting Tentative Subdivision Map 2014-02 (Potter's Landing) and are hereby incorporated by reference.
2. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Vesting Tentative Subdivision Map 2014-02 (Potter's Landing), Rezone 2014-02 and Planned Development 271 and are hereby incorporated by reference.
3. This approval authorizes the subdivision of approximately 1.57 acres of land into approximately 9 single-family residential lots. The subdivision shall generally conform to the standards of Low Density Residential (R-L) zoning district, except as amended by the terms of Planned Development 271.
4. The subdivision shall be developed in accordance with the vesting tentative subdivision map dated August 2014, submitted as part of the application for this project, except as may be amended herein.
 - 1) Lot 1: A minimum three (3) foot side yard setback along the east property line must be maintained. No permanent structures shall be built in the 22-foot public utilities easement (PUE) along the west property line.
 - 2) Lot 2: A minimum eight (8) foot side yard setback along the west property line must be maintained.
 - 3) Lot 5: The corner side yard may be reduced to 10-feet.
 - 4) Lot 7: The driveway and garage must be accessed from the private street.
 - 5) The private street width shall measure a minimum of 29-feet as shown on the vesting tentative subdivision map.
5. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. The subdivision shall comply with the Water Efficient Landscape Ordinance (TMC § 9-2-109).
6. All off-premise subdivision directory / sales signs proposed in conjunction with the

project shall obtain a separate City of Turlock sign permit and comply with the sign criteria and standards established in the Turlock Municipal Code. Note: snipe signs (i.e. signs of a temporary nature advertising a specific event or product and which are illegally posted to trees, posts, poles, stakes, fences or similar support structures) are expressly prohibited.

7. The developer must comply with the requirements established in TMC § 9-2-121 (Underground Utilities).
8. The base trim on all houses shall be carried around the side of the house to the minimum fence setback. The base trim on corner lots shall be carried around any area visible to the public right of way.
9. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in a (Mello Roos) Community Facilities District to fund a Services Mitigation Fee. A final subdivision map shall not be recorded until the subject property has been annexed to the Community Facilities District. Pursuant to City Council Resolution 2004-31, annexation to the proposed Communities Facilities District is required to mitigate the project's impacts upon police, fire and public maintenance operations.
10. If there are model homes for the subdivision the developer shall comply with Section 9-2-109(12) of the City of Turlock Municipal Code.
11. In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.
12. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.
13. 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.
14. Lighting shall be oriented to minimize impacts upon nearby residences.
15. Sources of high illumination shall be separated from light-sensitive receptors.
16. 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.
17. 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.
18. 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.

19. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
20. 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.
21. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
22. The project shall comply with all erosion control measures listed in the Air Quality, and Hydrology and Water quality sections of this document.
23. The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.
24. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
25. 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.
26. A spill prevention and cleanup plan shall be implemented.
27. 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.
28. 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.
29. All construction equipment used during construction shall be fitted with factory-equipped mufflers.
30. Staging areas for heavy equipment shall be located as far from residences as possible.
31. All unnecessary idling of internal combustion engines shall be prohibited.
32. All adjacent business, residences, and noise-sensitive land uses shall be notified of the construction schedule, in writing, prior to commencing construction activities, including any changes in the construction schedule that would extend the time period during which construction would occur.

Engineering Division (668-5520)

33. 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.
34. 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.

35. 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.
36. Developer shall provide a 10 foot Public Utility Easement (PUE) behind property line along all street frontages, including private streets.
37. 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.
38. 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.
39. The survey for the final map shall be based on the record of survey recorded in book 20 of surveys at page 56, Stanislaus County Records.
40. The developer will be required to pay all City of Turlock development impact fees, adjusted to the current Engineering News Record, prior to issuance of the building permit.
41. 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.
42. 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.
43. 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.
44. Each lot shall have access to a water service prior to the issuance of any Building permits as reasonably approved by the City Engineer and Fire Marshall.
45. A grading permit is required for any on-site work (grading, paving, concrete, etc.). Please submit a cost estimate for all on-site work, as well as six (6) sets of improvement plans including an erosion control plan for review and approval. All parcels disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board. The W.D.I.D. number, which is provided by the state, must be stated on the plans prior to approval and must be submitted prior to grading permit issuance.
46. An encroachment permit is required for all off-site work. Please submit a cost estimate for all off-site work, liability insurance listing the City of Turlock as additionally insured, as well as six (6) sets of improvement plans for review and approval.

47. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on E. Hawkeye Ave. 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.
48. All trenching in existing public pavement must be repaved per City standard T-1 unless approved by the City Engineer.
49. 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 markers for the development.
50. Developer shall be limited to two (2) residential driveways on E. Hawkeye Avenue. The entrance to the private road shall be a City standard commercial driveway, either C-6 or C-7.
51. No on-street parking shall be allowed along Hawkeye Avenue. Developer shall provide painted red curb along the entire Hawkeye Avenue frontage.
52. All fences, walls, etc. shall be located outside of the 30 foot "Clear Vision Triangle" at the intersection of Hawkeye Avenue and the private road.
53. Developer shall remove and replace any curb, gutter, sidewalk, etc., if it is determined to be substantially substandard, does not meet ADA requirements or is in poor condition, as determined by the City Engineer.
54. If there are existing water and sewer services that are not going to be used, they must be properly abandoned in accordance with the requirements of the Municipal Services Department.
55. If there are existing driveway approaches that are not going to be used, they must be removed and replaced with curb, gutter, and sidewalk.
56. Trapper John Lane shall be a private road and will not be maintained by the City of Turlock. Developer shall form a Home Owner's Association (HOA) to cover the cost and administration of a maintenance program for the private road, private road street lighting and on-site landscaping.
57. If the City is to maintain the sewer and water lines in the private road, a utility easement over the private road shall be granted to the City of Turlock.
58. Parking shall not be allowed within the hammer head turnaround. Developer shall install appropriate signage, striping and/or red painted curb to identify the hammer head turnaround as a fire lane.
59. A letter outlining all fees and other requirements for the recording of the Subdivision Map will be forthcoming only after the map and all related documents have been submitted and checked by the Engineering Department.

Parks, Recreation & Public Facilities Maintenance (668-5594)

60. The developer is required to street trees (along Hawkeye) to City specifications, in accordance with City of Turlock standards (TMC §7-7-500 and §9-2-109(8ii)). The approved street tree for this area is *Liriodendron tulipifera* 'Tulip Tree'. Please

contact the department for review of tree layout and inspection prior to installation of street trees

Building & Safety Division (668-5560)

61. The project shall comply with all applicable codes.

Fire Services (668-5580)

62. The project shall comply with the current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the 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.
63. 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.
64. Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.
65. Address numerals shall be a minimum of 4" tall with a 3/4" stroke, contrast with background, be clearly visible from the primary roadway, and be illuminated either internally or externally between dusk and dawn daily. (TMC §4-3-204(g))
66. On-site fire hydrant shall be required. Location and number to be determined at civil plan review. Fire hydrant shall be within 75-feet of the FDC.
67. Fire lane requirements shall be met. Fire lanes shall be painted and signed throughout the project.

Turlock Irrigation District (883-8300)

68. A review of District maps and records indicate that there are no known irrigation facilities located within this subject property. If facilities are found during construction, please contact the District at (209) 883-8367.
69. A 10-foot Public Utility Easement must be dedicated behind back of curb along the private street frontage (Trapper John Lane) to allow for placement of electric service to the interior lots. Questions regarding electric utility requirements, please contact the District at (209) 883-8241.
70. The owner/developer must apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at developer's expense.

Central Valley Regional Water Quality Control Board (916-464-4684)

71. The project will be required to comply with the Regional Water Control Boards regulations and standards to maintain and improve groundwater and surface water quality.

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID) post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:
http://www.waterboards.ca.gov/water_issues/program/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review

the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements

If USACOE determines that only non-jurisdictional water of the State (i.e. "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://water.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for Dewatering and Other Low Threat Discharges to Surface Waters (Low Threat General Order) or the General Order for Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

http://waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

Section 3. The establishment of Vesting Tentative Subdivision Map No. 2014-02 (Potter's Landing) requires compliance with the conditions of approval, which shall be binding on all heirs, assignees, and successors in interest of said property.

Section 4. The Director of Community Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

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 roll call vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

MICHAEL G. PITCOCK
DIRECTOR OF DEVELOPMENT SERVICES &
SECRETARY OF THE TURLOCK PLANNING COMMISSION

**DRAFT
RESOLUTION NO. 2014-16
A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK RECOMMENDING THE CITY COUNCIL APPROVE
REZONE 2014-02 AND PLANED DEVELOPMENT 271 (PD 271)
(Potter's Landing)**

PROPERTY OWNER(S): Full Gospel Tabernacle
200 North Avenue
Turlock, CA 95380

APPLICANT: Cary Pope
1120 Scenic Drive
Modesto, CA 95350

SITE ADDRESS: 205 East Hawkeye Avenue

APN: 072-032-005

WHEREAS, Cary Pope has submitted an application to rezone an approximately 1.57 acre property from Low Density Residential to Planned Development 271 to allow the development a 9 lot single-family residential subdivision; and

WHEREAS, the Planned Development would allow for deviations in the minimum lot dimensions, setbacks, and street width; and

WHEREAS, the project will be developed generally in accordance with standards established for the Residential – Low Density (R-L) zoning district, consistent with the property's Low Density Residential (LDR) General Plan land use designation; and

WHEREAS, typical lot sizes will range from 5,000 – 7,120 square feet; and

WHEREAS, the property affected by this Resolution is 205 East Hawkeye Avenue, more particularly described as Stanislaus County Assessor's Parcel Number 072-032-005; 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 and Mitigation Monitoring Program, 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 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 EIR, 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. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
 - b. 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. That the Planning Commission of the City of Turlock recommends the City Council approve Rezone 2014-02 and Planned Development 271 (Potter's Landing) subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth below:

Planning Division (668-5640)

1. This approval authorizes the rezoning of approximately 1.57 acres located at 205 East Hawkeye Avenue to Planned Development 271 from Low Density Residential.
2. All development on the property shall be subject to the conditions set forth in Vesting Tentative Subdivision Map 2014-02 (Potter's Landing), and all conditions therein.

3. Planned Development 271 authorizes the development of 9 single-family residential lots generally in conformance with the standards of the R-L zoning district as contained in Turlock Municipal Code § 9-3-200ART, unless otherwise stated herein.
4. The subdivision shall be developed in accordance with the vesting tentative subdivision map submitted as part of the application for this project, except as may be amended herein.
 - 1) Lot 1: A minimum three (3) foot side yard setback along the east property line must be maintained. No permanent structures shall be built in the 22-foot public utilities easement (PUE) along the west property line.
 - 2) Lot 2: A minimum eight (8) foot side yard setback along the west property line must be maintained.
 - 3) Lot 5: The corner side yard may be reduced to 10-feet.
 - 4) Lot 7: The driveway and garage must be accessed from the private street.
 - 5) The private street width shall measure a minimum of 29-feet as shown on the vesting tentative subdivision map.
5. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Rezone 2014-02 and Planned Development 271 (Potter's landing).

Section 3. That said Rezoning is hereby approved subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth herein. All conditions listed shall be complied with prior to Final Map Recordation or issuance of a Building Permit (as applicable), unless otherwise stipulated.

Section 4. The Director of Community Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

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 roll call vote:

AYES:
 NOES:
 ABSTAINED:
 ABSENT:

ATTEST: _____

MICHAEL G. PITCOCK
 DIRECTOR OF DEVELOPMENT SERVICES &
 SECRETARY OF THE TURLOCK PLANNING COMMISSION

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 2014-02 }
(POTTER'S LANDING)] }
_____ }

ORDINANCE NO. XXXX-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, having made 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 2012-172. 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. REZONE AND PLANNED DEVELOPMENT FINDINGS FOR APPROVAL: After considering the public testimony at a properly noticed public hearing held on February 10, 2015, and a second reading on February 24, 2015, the Turlock City Council finds and determines 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.

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 10th day of February, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 10th day of February, 2015.

Gary Soiseth, Mayor

ATTEST:

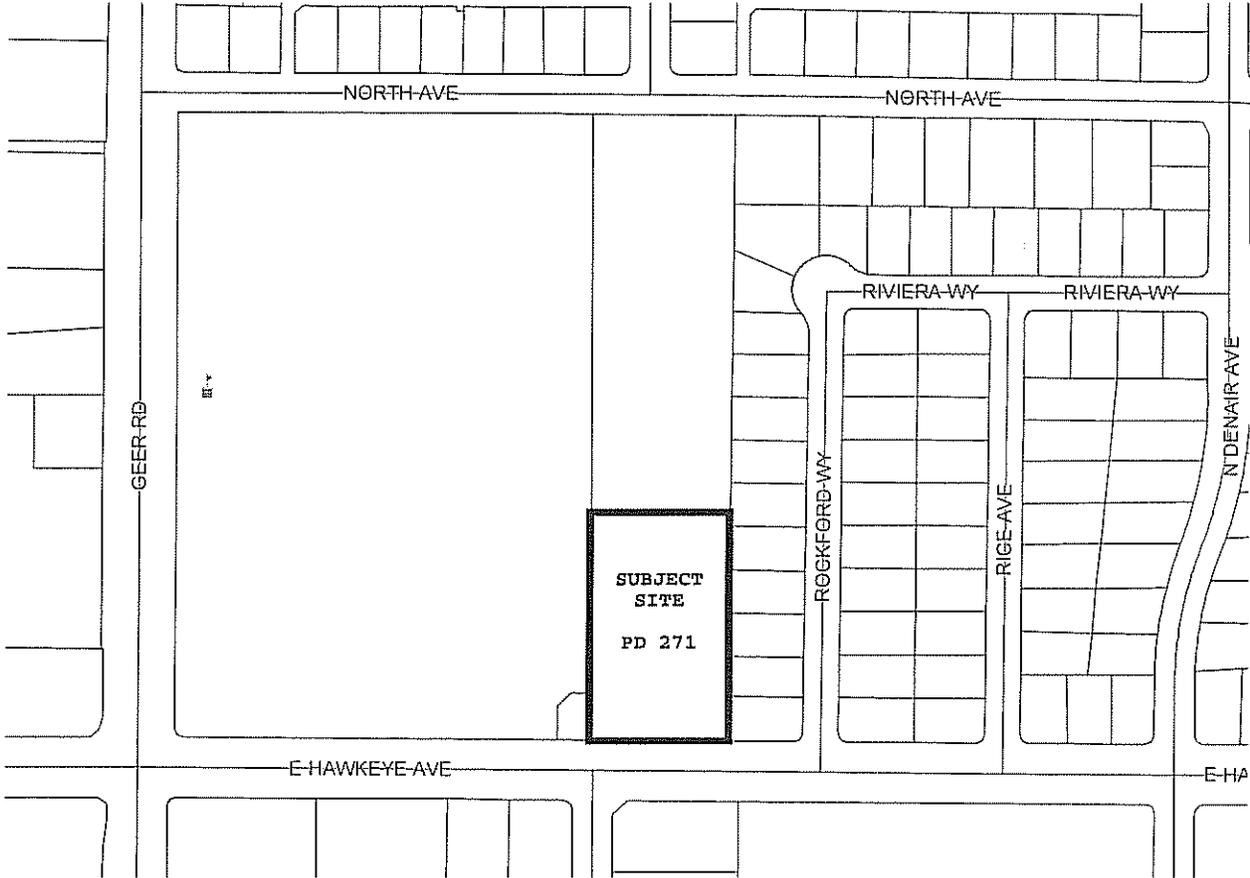
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Exhibit A

REZONE 2014-02

SITE MAP

205 E. Hawkeye Avenue (Stanislaus County APN 072-032-005)



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING } RESOLUTION NO. 2015-
CONDITIONS OF APPROVAL FOR }
PLANNED DEVELOPMENT DISTRICT NO. }
271 (PD-271), REZONE 2014-02 [POTTER'S }
LANDING] }
_____ }

WHEREAS, a Rezone application (Rezone 2014-02) has been filed, in the office of the Secretary of the Planning Commission, by Cary Pope, in accordance with the provisions of the Turlock Municipal Code to rezone certain property to Planned Development 271; and

WHEREAS, the rezoning is required to facilitate the development of a single family residential subdivision containing 9 lots on approximately 1.57 acres; and

WHEREAS, the project will be developed generally consistent with the standards of the Low Density Residential (R-L) Zoning District with modifications to the minimum lot dimensions, setbacks, and street width; and

WHEREAS, an exception to the lot frontage requirements for approximately five lots to have a minimum 30' of frontage onto the public right-of-way; and

WHEREAS, the property affected by this Resolution is described as follows: 205 East Hawkeye Avenue, Stanislaus County APN 072-032-005; and

WHEREAS, the Planning Commission considered the request on November 6, 2014, and by unanimous vote recommended the City Council approve the proposed amendment to the official City of Turlock Zoning Map and establishment of Planned Community Development District No. 271 [PD-271 (Rezone 2014-02)]; and

WHEREAS, on February 10, 2015 the City Council considered the request, the Planning Commission recommendation, and the Environmental Review documentation and testimony and found that Rezone No. 2014-02, and Planned Community Development District No. 271 (PD-271) 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 February 10, 2015, 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 for Planned Development District No. 271 (PD-271) (Rezone 2014-02, Potter's Landing, Cary Pope); and

WHEREAS, a second reading of the ordinance occurred on February 24, 2015 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 Planned Development District No. 271 (PD-271) [Rezone 2014-02, Potter's Landing, Cary Pope) by a XXXXXXX vote.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the development of Planned Community Development District No. 271 (PD-271), in accordance with the 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 PLANNED COMMUNITY DEVELOPMENT DISTRICT NO. 271 (PD-271)

1. Approval of Vesting Tentative Subdivision Map 2014-02 is contingent upon obtaining City Council approval of Rezone 2014-02 authorizing the zoning change of 205 East Hawkeye Avenue, Stanislaus County APN 072-032-005 from Low Density Residential to Planned Development 271 (PD 271). All conditions of approval of Planned Development No. 271 are hereby made conditions of approval for Vesting Tentative Subdivision Map 2014-02 (Potter's Landing) and are hereby incorporated by reference.
2. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Vesting Tentative Subdivision Map 2014-02 (Potter's Landing), Rezone 2014-02 and Planned Development 271 and are hereby incorporated by reference.
3. This approval authorizes the subdivision of approximately 1.57 acres of land into approximately 9 single-family residential lots. The subdivision shall generally conform to the standards of Low Density Residential (R-L) zoning district, except as amended by the terms of Planned Development 271.
4. The subdivision shall be developed in accordance with the vesting tentative subdivision map dated August 2014, submitted as part of the application for this project, except as may be amended herein.
 - 1) Lot 1: A minimum three (3) foot side yard setback along the east property line must be maintained. No permanent structures shall be built in the 22-foot public utilities easement (PUE) along the west property line.
 - 2) Lot 2: A minimum eight (8) foot side yard setback along the west property line must be maintained.
 - 3) Lot 5: The corner side yard may be reduced to 10-feet.
 - 4) Lot 7: The driveway and garage must be accessed from the private street.
 - 5) The private street width shall measure a minimum of 29-feet as shown on the vesting tentative subdivision map.
5. "No Parking" signs shall be posted on Lots 1 and 2 as mutually agreed upon by the City of Turlock and Turlock Scavenger.

6. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. The subdivision shall comply with the Water Efficient Landscape Ordinance (TMC § 9-2-109).
7. All off-premise subdivision directory / sales signs proposed in conjunction with the project shall obtain a separate City of Turlock sign permit and comply with the sign criteria and standards established in the Turlock Municipal Code. Note: snipe signs (i.e. signs of a temporary nature advertising a specific event or product and which are illegally posted to trees, posts, poles, stakes, fences or similar support structures) are expressly prohibited.
8. The developer must comply with the requirements established in TMC § 9-2-121 (Underground Utilities).
9. The base trim on all houses shall be carried around the side of the house to the minimum fence setback. The base trim on corner lots shall be carried around any area visible to the public right of way.
10. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in a (Mello Roos) Community Facilities District to fund a Services Mitigation Fee. A final subdivision map shall not be recorded until the subject property has been annexed to the Community Facilities District. Pursuant to City Council Resolution 2004-31, annexation to the proposed Communities Facilities District is required to mitigate the project's impacts upon police, fire and public maintenance operations.
11. If there are model homes for the subdivision the developer shall comply with Section 9-2-109(12) of the City of Turlock Municipal Code.
12. In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.
13. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.
14. 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.
15. Lighting shall be oriented to minimize impacts upon nearby residences.
16. Sources of high illumination shall be separated from light-sensitive receptors.
17. 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.
18. 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.
19. 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.
 20. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
 21. 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.
 22. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
 23. The project shall comply with all erosion control measures listed in the Air Quality, and Hydrology and Water quality sections of this document.
 24. The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.
 25. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
 26. 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.
 27. A spill prevention and cleanup plan shall be implemented.
 28. 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.
 29. 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.
 30. All construction equipment used during construction shall be fitted with factory-equipped mufflers.
 31. Staging areas for heavy equipment shall be located as far from residences as possible.
 32. All unnecessary idling of internal combustion engines shall be prohibited.
 33. All adjacent business, residences, and noise-sensitive land uses shall be notified of the construction schedule, in writing, prior to commencing construction activities, including any changes in the construction schedule that would extend the time period during which construction would occur.
 34. 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.
 35. 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.

36. 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.
37. Developer shall provide a 10 foot Public Utility Easement (PUE) behind property line along all street frontages, including private streets.
38. 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.
39. 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.
40. The survey for the final map shall be based on the record of survey recorded in book 20 of surveys at page 56, Stanislaus County Records.
41. The developer will be required to pay all City of Turlock development impact fees, adjusted to the current Engineering News Record, prior to issuance of the building permit.
42. 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.
43. 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.
44. 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.
45. Each lot shall have access to a water service prior to the issuance of any Building permits as reasonably approved by the City Engineer and Fire Marshall.
46. A grading permit is required for any on-site work (grading, paving, concrete, etc.). Please submit a cost estimate for all on-site work, as well as six (6) sets of improvement plans including an erosion control plan for review and approval. All parcels disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board. The W.D.I.D. number, which is provided by the state, must be stated on the plans prior to approval and must be submitted prior to grading permit issuance.
47. An encroachment permit is required for all off-site work. Please submit a cost estimate for all off-site work, liability insurance listing the City of Turlock as additionally insured, as well as six (6) sets of improvement plans for review and approval.

48. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on E. Hawkeye Ave. 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.
49. All trenching in existing public pavement must be repaved per City standard T-1 unless approved by the City Engineer.
50. 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 markers for the development.
51. Developer shall be limited to two (2) residential driveways on E. Hawkeye Avenue. The entrance to the private road shall be a City standard commercial driveway, either C-6 or C-7.
52. No on-street parking shall be allowed along Hawkeye Avenue. Developer shall provide painted red curb along the entire Hawkeye Avenue frontage.
53. All fences, walls, etc. shall be located outside of the 30 foot "Clear Vision Triangle" at the intersection of Hawkeye Avenue and the private road.
54. Developer shall remove and replace any curb, gutter, sidewalk, etc., if it is determined to be substantially substandard, does not meet ADA requirements or is in poor condition, as determined by the City Engineer.
55. If there are existing water and sewer services that are not going to be used, they must be properly abandoned in accordance with the requirements of the Municipal Services Department.
56. If there are existing driveway approaches that are not going to be used, they must be removed and replaced with curb, gutter, and sidewalk.
57. Trapper John Lane shall be a private road and will not be maintained by the City of Turlock. Developer shall form a Home Owner's Association (HOA) to cover the cost and administration of a maintenance program for the private road, private road street lighting and on-site landscaping.
58. If the City is to maintain the sewer and water lines in the private road, a utility easement over the private road shall be granted to the City of Turlock.
59. Parking shall not be allowed within the hammer head turnaround. Developer shall install appropriate signage, striping and/or red painted curb to identify the hammer head turnaround as a fire lane.
60. A letter outlining all fees and other requirements for the recording of the Subdivision Map will be forthcoming only after the map and all related documents have been submitted and checked by the Engineering Department.
61. The developer is required to street trees (along Hawkeye) to City specifications, in accordance with City of Turlock standards (TMC §7-7-500 and §9-2-109(8ii)). The approved street tree for this area is *Liriodendron tulipifera* 'Tulip Tree'. Please contact the department for review of tree layout and inspection prior to installation of street trees
62. The project shall comply with all applicable codes.

63. The project shall comply with the current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the 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.
64. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt or concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
65. Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.
66. Address numerals shall be a minimum of 4" tall with a 3/4" stroke, contrast with background, be clearly visible from the primary roadway, and be illuminated either internally or externally between dusk and dawn daily. (TMC §4-3-204(g))
67. On-site fire hydrant shall be required. Location and number to be determined at civil plan review. Fire hydrant shall be within 75-feet of the FDC.
68. Fire lane requirements shall be met. Fire lanes shall be painted and signed throughout the project.
69. A review of District maps and records indicate that there are no known irrigation facilities located within this subject property. If facilities are found during construction, please contact the District at (209) 883-8367.
70. A 10-foot Public Utility Easement must be dedicated behind back of curb along the private street frontage (Trapper John Lane) to allow for placement of electric service to the interior lots. Questions regarding electric utility requirements, please contact the District at (209) 883-8241.
71. The owner/developer must apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at developer's expense.
72. The project will be required to comply with the Regional Water Control Boards regulations and standards to maintain and improve groundwater and surface water quality.

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.

shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID) post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:
http://www.waterboards.ca.gov/water_issues/program/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements

If USACOE determines that only non-jurisdictional water of the State (i.e. "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://water.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for Dewatering and Other Low Threat Discharges to Surface Waters (Low Threat General Order) or the General Order for Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

http://waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of February, 2015, 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**

February 10, 2015

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:

Resolution: Appropriating \$175,000 to revenue account 405-40-405.35185_001 "Plan Checking Services non-FBHR" and to expense account 405-40-405.43260 "Plan Check Services" to account for additional plan check services anticipated during Fiscal Year 2014-15

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 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.

In the recent past, several large projects have been processed that have severely impacted the anticipated plan check services budget. At the same time, staff has had multiple conversations with other large project proponents who have indicated that they will be submitting plans for building department review well before the beginning of the next fiscal year. Also, the growth in building permit issuance has increased at a rate much greater than originally anticipated during the fiscal year 2014/2015 budget planning process. When combined with the unforecasted increase in growth along with the utilization of the plan check services budget for certain larger projects, the plan check services line item of the budget has been generally depleted in the first half of the fiscal year.

Finally, the Building Division has two Plan Checker positions with one currently vacant due to a retirement in December. The remaining plan checker is now fully

7. ALTERNATIVES:

- A. Reject approval of these budget amendments and maintain the current adopted budget for Fiscal Year 2015/2015. This is not recommended by Staff as these consultant services is necessary for complex projects as well as expedient plan checking services.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$175,000 TO REVENUE ACCOUNT }
405-40-405.35185_001 "PLAN CHECKING }
SERVICES NON-FBHR" AND TO EXPENSE }
ACCOUNT 405-40-405.43260 "PLAN }
CHECK SERVICES" TO ACCOUNT FOR }
ADDITIONAL PLAN CHECK SERVICES }
ANTICIPATED DURING FISCAL YEAR }
2014-15 }

RESOLUTION NO. 2015-

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, the City Council adopted a budget amendment for the General and Non-General Funds to cover the projected revenues and expenses for the fiscal year on November 18, 2014; and

WHEREAS, the November 18, 2014 budget amendment included a \$70,000 increase to the revenues and expenses of the Building Department Plan Checking services funds; and

WHEREAS, subsequent to the November budget amendment, a detailed examination of anticipated projects along with the retirement of plan checking staff indicates that the anticipated expenses and revenues to the Building Department plan checking accounts will be greater than originally forecast.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve appropriating \$175,000 to revenue account 405-40-405.35185_001 "Plan Checking Services non-FBHR" and to expense account 405-40-405.43260 "Plan Check Services" to account for additional plan check services anticipated during Fiscal Year 2014-15.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

February 10, 2015

From: Gary Soiseth, Mayor
Prepared by: Roy W. Wasden, City Manager
Agendized by: Gary Soiseth, Mayor

1. ACTION RECOMMENDED:

Motion: Terminating the Agreement for Tourism between the City of Turlock and the Turlock Chamber of Commerce, dated December 10, 2002, and any amendments thereto, pursuant to and in accordance with paragraph 2 of the Agreement

Motion: Directing staff to issue a Request for Proposals (RFP) to manage a Convention and Visitors Bureau and providing direction to staff regarding the services to be sought through the RFP process, which may include, but not be limited to, marketing services, participation in trade shows, publication of brochures, advertisement in newspapers, magazines, and on billboards, and other related services as directed by the Council

2. DISCUSSION OF ISSUE:

On January 27, 2015, under "Council Items for Future Consideration," Mayor Soiseth directed that the action items set forth above be placed on tonight's Council agenda for consideration.

3. BASIS FOR RECOMMENDATION:

As directed by Mayor Gary Soiseth.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Unknown until bids of the RFP are returned.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not Applicable.