City Council Agenda

AUGUST 11, 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 agendized topic or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

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

A. *Presentation*: Business Incentive Program and Check Presentation to Greg Raynes, Oak Barrel Ice & Creamery

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Capital Projects and Building Activity *(Pitcock)*
2. Brandon Koch Skate Park Temporary Closure and Relocation Plan (*Van Guilder*)

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 that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) 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

C. DISCLOSURE OF EX PARTE COMMUNICATIONS

1. Public Hearing Item 7B 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.

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 7/16/15 in the amount of $1,013,020.77

B. *Motion*: Accepting Minutes of Regular Meeting of July 28, 2015

C. *Motion*: Approving Amendment No. 3 to the agreement with Pires, Lipomi + Navarro Architects and increasing the total compensation in the amount of $10,190 (Fund 426-40-415.51260) for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2 Design and Master Plan"

D. 1. *Motion*: Making the determination that City Project No. 15-56, "Crane Avenue Sewer Line Replacement," is exempt from the provisions of Section 14 CCR §15301, of the California Environmental Quality Act (CEQA), "Existing Facilities"

   2. *Motion*: Awarding bid and approving an agreement in the amount of $49,564.23 (Fund 410) with Taylor Backhoe Service, Inc., Merced, California, for City Project No. 15-56, "Crane Avenue Sewer Line Replacement"

E. *Motion*: Approving a Cooperative Agreement between Caltrans and the City of Turlock for the construction of Interchange Improvements at Fulkerth Road and Highway 99

F. *Motion*: Approving the five (5) year agreement with Denair Unified School District of Stanislaus County and the City of Turlock to authorize the use of Denair facilities for recreational purposes until July 28, 2020

G. *Motion*: Approving a Memorandum of Understanding among Stanislaus County Office of Education, the City of Turlock and the Turlock Unified School District and authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the ASES Program (Supporting After School for Everyone)

H. *Resolution*: Authorizing the Mayor, City Manager or the City Attorney to execute agreements between the City of Turlock, local businesses, other governmental agencies and local non-profits for the purpose of conducting training or programs on City owned property

I. *Motion*: Approving a service agreement with St. Francis Electric, LLC, for Traffic Signal Preventative Maintenance and Repair Services, for a period of thirty-six (36) months, in an amount not to exceed $150,000 from Fund 216-40-421.43060_003 "Contract Service Signalization"

J. *Motion*: Approving the service agreement with Hilmar Ready Mix of Hilmar for Porta-Mix concrete for Municipal Services Utilities Division for a period of twelve (12) months, in an amount not to exceed $12,000

K. *Motion*: Authorizing the Mayor, City Manager or designee to execute the service maintenance agreement with Johnson Controls, Inc., to provide preventive maintenance for the City of Turlock Public Safety Facility environmental controls systems, for a period of three (3) years, beginning August 11, 2015, to be billed annually, in an amount not to exceed $7,495 in year one; $7,720 in year two; and $7,952 in year three

L. *Resolution*: Re-appropriating unspent funds of $13,800 from Fiscal Year 2014-15 to account number 512-10-152.43016 "CVB Audit" from Fund 512 "Casualty Insurance" reserve balance for the completion of a compliance audit of the Turlock Convention and Visitors Bureau "Tourism Fund" for the period of January 1, 2009 through May 3, 2015

M. *Resolution*: Rescinding Resolution No. 2011-157 and adopting the amended City of Turlock Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures

N. *Resolution*: Approving modifications to job descriptions for the position(s) of Crime & Community Information Analyst, Housing Rehabilitation Specialist I/II, Customer Services Supervisor, Utilities Maintenance Worker I/II, Utilities Maintenance Worker Senior, Utilities Supervisor, and Parks, Recreation, and Public Facilities Coordinator effective August 11, 2015

O. *Resolution*: Providing copyright permission to John Carlyle Parker, authorizing the reprinting of certain material contained in *Streams in a Thirsty Land*, for use in his autobiography entitled, *The Saga of a Librarian*

P. *Motion*: Rejecting Claim for Damages filed by Ann B. Atkinson

Q. 1. *Motion*: Authorizing the Mayor or City Manager to enter into a professional services agreement with a recruitment firm to conduct an executive recruitment for the position of Fire Chief, in an amount not to exceed $25,000 Authorizing the Mayor or City Manager to enter into a professional services agreement with a recruitment firm to conduct an executive recruitment for the position of Fire Chief, in an amount not to exceed $25,000
2. *Resolution*: Appropriating $25,000 from Fund 110 "General Fund" reserve balance to 110-30-300.47090 "Testing & Recruitment" for the retention of a recruitment firm to conduct an executive recruitment for the position of Fire Chief

6. FINAL READINGS

A. ***Recommended Action*:**
Ordinance: Adding Turlock Municipal Code Title 8, Chapter 7, regarding expedited permitting procedures for small residential rooftop solar systems as introduced at the July 28, 2015 meeting

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 accept the report from the Planning Commission on potential changes to the Zoning Regulations referred by the City Council on April 14, 2015. *(Whitmore)*

Recommended Action:
Motion: Accepting the report from the Planning Commission on potential changes to the Zoning Regulations referred by the City Council on April 14, 2015

B. Request for approval establishing a lien for payment for repair cost of certain maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches that are out of repair. (*Van Guilder*)

Recommended Action:
Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

C. Request to make the determination that the amount of compensation, in the amount of $240,000, offered by the Turlock Irrigation District to acquire the existing skate park, located at 250 Starr Avenue, Turlock, California, complies with the Park Preservation Act, Public Resource Code Section 5405 and accepts bids received for City Project No. 15-28, "Skate Park Relocation". *(Pitcock)*

Recommended Action:
Resolution: Making the determination that the amount of compensation, in the amount of $240,000, offered by the Turlock Irrigation District to acquire the existing skate park, located at 250 Starr Avenue, Turlock, California, complies with the Park Preservation Act, Public Resource Code Section 5405

Motion: Accepting bids received for City Project No. 15-28, "Skate Park Relocation"

8. SCHEDULED MATTERS

A. Request to approve a new job description for the position of Part-Time Event Assistant, effective July 1, 2015. *(Van Guilder)*

***Recommended Action*:**
Resolution: Approving a new job description for the position of Part Time Event Assistant, effective July 1, 2015

B. Request to authorize the regulation of the War Memorial Cannon. *(Van Guilder)*

***Recommended Action*:**
Resolution: Authorizing the regulation of the War Memorial Cannon

C. Request to approve a Memorandum of Understanding between the Turlock Police Department and the Stanislaus County Behavioral Health and Recovery Services Agency (BHRS) for the creation of a Homeless Engagement Multi-Disciplinary Team (HEMDT). (*Jackson)*

Recommended Action:
Resolution: Approving a Memorandum of Understanding between the Turlock Police Department and the Stanislaus County Behavioral Health and Recovery Services Agency (BHRS) for the creation of a Homeless Engagement Multi-Disciplinary Team (HEMDT)

D. Request to consider the Final Environmental Impact Report (FEIR) for the North Valley Regional Recycled Water Program (NVRRWP) in accordance with the California Environmental Quality Act (CEQA); make certain findings concerning environmental impacts and mitigation measures; adopt a Mitigation Monitoring and Reporting Program, in connection with approval of the NVRRWP contemplated by the Final Environmental Impact Report and approve the following NVRRWP components: (1) design and construction of the NVRRWP transmission facilities, including all necessary transmission pipelines to transmit and deliver recycled water from the terminus of the Harding Drain Bypass Pipeline to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) submittal of a Wastewater Change Petition to add 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as the authorized place of use for the City's recycled water; (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water; and (5) a Joint Powers Agreement for the North Valley Regional Recycled Water Program, as specified in the resolution considering the Final EIR for the NVRRWP. *(Cooke)*

Recommended Action:
Resolution: Considering the Final Environmental Impact Report (FEIR) for the North Valley Regional Recycled Water Program (NVRRWP) in accordance with the California Environmental Quality Act (CEQA), and making certain findings concerning environmental impacts and mitigation measures, and adopting a Mitigation Monitoring and Reporting Program, in connection with approval of the NVRRWP contemplated by the Final Environmental Impact Report, and approving specified NVRRWP components

Motion: Approving the following NVRRWP components: (1) design and construction of the NVRRWP transmission facilities, including all necessary transmission pipelines to transmit and deliver recycled water from the terminus of the Harding Drain Bypass Pipeline to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) submittal of a Wastewater Change Petition to add 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as the authorized place of use for the City's recycled water; (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water; and (5) a Joint Powers Agreement for the North Valley Regional Recycled Water Program, as specified in the resolution considering the Final EIR for the NVRRWP

E. Request to approve a Gift Agreement for Turlock Mayor's Office Public Policy Award between the City of Turlock; California State University, Stanislaus; and the California State University, Stanislaus Foundation, and authorize the Mayor to execute all related documents and agreements. (*Mayor Soiseth*)

Recommended Action:
Motion: Approving a Gift Agreement for Turlock Mayor's Office Public Policy Award between the City of Turlock; California State University, Stanislaus; and the California State University, Stanislaus Foundation, and authorizing the Mayor to execute all related documents and agreements

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: None

12. ADJOURNMENT

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 7/16/15 IN THE AMOUNT OF $1,013,020.77	}	**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:**
7/16/15	$1,013,020.77

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk
City of Turlock, County of Stanislaus,
State of California

City of Turlock

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
103002	07/15/2015	Open			Utility Management Refund	ANDERSEN, SHIRLEY	$25.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$25.00		
103003	07/15/2015	Open			Utility Management Refund	D'MARSHIMUN, SOPHIA	$81.27		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$81.27		
103004	07/15/2015	Open			Utility Management Refund	JARMAN, SONYA	$52.06		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$52.06		
103005	07/15/2015	Open			Utility Management Refund	KINDLE, HOLLY	$301.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$25.84		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1.43		
	420 - WATER			420.11000 (Cash)			$273.73		
103006	07/15/2015	Open			Utility Management Refund	KOSICH PROPERTIES LLC	$672.95		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$672.95		
103007	07/15/2015	Open			Utility Management Refund	LIZARRAGA, JESSICA	$76.87		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$76.87		
103008	07/15/2015	Open			Utility Management Refund	LOPEZ, EFREN	$37.30		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5.52		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$7.16		
	420 - WATER			420.11000 (Cash)			$24.62		
103009	07/15/2015	Open			Utility Management Refund	LOPEZ, XAVIER	$141.17		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$141.17		
103010	07/15/2015	Open			Utility Management Refund	LUGO, ANABEL	$189.11		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$189.11		
103011	07/15/2015	Open			Utility Management Refund	MELLOW, MEGAN	$129.02		
	Paying Fund			Cash Account			Amount		

54

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

103012	420 - WATER 07/15/2015 Open Paying Fund	420.11000 (Cash) Cash Account	Utility Management Refund	NEVAREZ, FRANCISCO	$129.02 Amount	$71.51
103013	420 - WATER 07/15/2015 Open Paying Fund	420.11000 (Cash) Cash Account	Utility Management Refund	R & J INVESTMENTS	$71.51 Amount	$111.17
103014	420 - WATER 07/15/2015 Open Paying Fund	420.11000 (Cash) Cash Account	Utility Management Refund	RASMUSSEN, KELSEY, REBECA	$111.17 Amount	$36.94
103015	420 - WATER 07/15/2015 Open Paying Fund	420.11000 (Cash) Cash Account	Utility Management Refund	VALENCIA, BALRAJ, GHAG	$36.94 Amount	$31.76
103016	420 - WATER 07/15/2015 Open Paying Fund	420.11000 (Cash) Cash Account	Utility Management Refund	VALENZUELA, MARY	$31.76 Amount	$144.60
103017	420 - WATER 07/15/2015 Open Paying Fund	420.11000 (Cash) Cash Account	Utility Management Refund	VALLARINE, ALAN	$144.60 Amount	$150.30
103018	420 - WATER 07/15/2015 Open Paying Fund	420.11000 (Cash) Cash Account	Utility Management Refund	WALKER, AMY	$150.30 Amount	$147.66
103019	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 07/15/2015 Open Paying Fund	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Cash Account	Utility Management Refund	WHITE, GARY, A	$5.52 $4.83 $137.31 Amount	$67.90
103020	420 - WATER 07/16/2015 Open Paying Fund	420.11000 (Cash) Cash Account	Accounts Payable	A & G SALES PROMOTION LTD	$67.90 Amount	$255.48
103021	110 - General Fund 07/16/2015 Open Paying Fund	110.11000 (Cash) Cash Account	Accounts Payable	ALFRED MATTHEWS COLLISION	$255.48 Amount	$3,413.96
103022	110 - General Fund 07/16/2015 Open Paying Fund	110.11000 (Cash) Cash Account	Accounts Payable	AMERICA'S AUTO GLASS	$3,413.96 Amount	$139.02
103023	410 - WATER QUALITY CONTROL (WQC) 07/16/2015 Open Paying Fund	410.11000 (Cash) Cash Account	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$139.02 Amount	$274.44

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

	502 - Engineering	502.11000 (Cash)		$274.44	
103024	07/16/2015 Open	Accounts Payable	AQUA AEROBIC SYSTEMS INC		$49,846.06
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$49,846.06	
103025	07/16/2015 Open	Accounts Payable	AT&T / CALNET 2		$5,275.96
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$4,598.78	
	205 - Sports Facilities	205.11000 (Cash)		$40.92	
	255 - CDBG	255.11000 (Cash)		$13.66	
	405 - Building	405.11000 (Cash)		$12.97	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$297.92	
	420 - WATER	420.11000 (Cash)		$38.40	
	426 - Transit - Fixed Route	426.11000 (Cash)		$68.06	
	501 - Information Technology	501.11000 (Cash)		$88.87	
	502 - Engineering	502.11000 (Cash)		$14.39	
	505 - Fleet	505.11000 (Cash)		$101.99	
103026	07/16/2015 Open	Accounts Payable	AT&T/SBC		$36.73
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$36.73	
103027	07/16/2015 Open	Accounts Payable	BALSWICK'S TIRE SHOP INC		$1,574.75
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,212.69	
	205 - Sports Facilities	205.11000 (Cash)		$231.55	
	405 - Building	405.11000 (Cash)		$130.51	
103028	07/16/2015 Open	Accounts Payable	BORGES & MAHONEY CO		$20,842.48
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$20,842.48	
103029	07/16/2015 Open	Accounts Payable	CHARTER COMMUNICATIONS		$173.01
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$75.84	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$21.08	
	420 - WATER	420.11000 (Cash)		$21.09	
	501 - Information Technology	501.11000 (Cash)		$55.00	
103030	07/16/2015 Open	Accounts Payable	CITY OF TURLOCK - CASH		$231.50
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$209.25	
	270 - Recreation Grants	270.11000 (Cash)		$17.25	
	426 - Transit - Fixed Route	426.11000 (Cash)		$5.00	
103031	07/16/2015 Open	Accounts Payable	CITY OF WATERFORD		$2,500.00
	Paying Fund	Cash Account		Amount	
	256 - Stanislaus Housing Consortium	256.11000 (Cash)		$2,500.00	
103032	07/16/2015 Open	Accounts Payable	COIT RESTORATION SVCS INC		$160.00
	Paying Fund	Cash Account		Amount	

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

	110 - General Fund	110.11000 (Cash)		$160.00	
103033	07/16/2015 Open		Accounts Payable	COUNTRY FORD TRUCKS INC	$1,581.30
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$776.12	
	205 - Sports Facilities	205.11000 (Cash)		$776.12	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$29.06	
103034	07/16/2015 Open		Accounts Payable	CPS HUMAN RESOURCE SVCS	$1,279.40
	Paying Fund	Cash Account		Amount	
	405 - Building	405.11000 (Cash)		$1,279.40	
103035	07/16/2015 Open		Accounts Payable	DEL PUERTO WATER DISTRICT	$33,173.80
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$33,173.80	
103036	07/16/2015 Open		Accounts Payable	DF ENGINEERING INC	$2,135.00
	Paying Fund	Cash Account		Amount	
	306 - North Turlock Master Plan	306.11000 (Cash)		$1,435.00	
	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)		$700.00	
103037	07/16/2015 Open		Accounts Payable	ENGINEERED FIRE SYST INC	$200.00
	Paying Fund	Cash Account		Amount	
	405 - Building	405.11000 (Cash)		$200.00	
103038	07/16/2015 Open		Accounts Payable	EQUIFAX	$24.33
	Paying Fund	Cash Account		Amount	
	255 - CDBG	255.11000 (Cash)		$24.33	
103039	07/16/2015 Open		Accounts Payable	FASTENAL COMPANY INC	$2,276.35
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,276.35	
103040	07/16/2015 Open		Accounts Payable	FBD VANGUARD CONSTRUCTION INC	$2,700.24
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$2,700.24	
103041	07/16/2015 Open		Accounts Payable	FIRST TRANSIT INC	$47,347.14
	Paying Fund	Cash Account		Amount	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$8,543.46	
	426 - Transit - Fixed Route	426.11000 (Cash)		$38,803.68	
103042	07/16/2015 Open		Accounts Payable	GARTON TRACTOR INC	$338.48
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$338.48	
103043	07/16/2015 Open		Accounts Payable	GCR TIRES & SERVICE	$491.12
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$240.51	
	420 - WATER	420.11000 (Cash)		$250.61	
103044	07/16/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$19,172.77
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$9,504.18	
	205 - Sports Facilities	205.11000 (Cash)		$307.92	

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

	217 - Streets - Gas Tax	217.11000 (Cash)		$1,261.61	
	246 - Landscape Assessment	246.11000 (Cash)		$1,435.36	
	405 - Building	405.11000 (Cash)		$307.37	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,515.09	
	420 - WATER	420.11000 (Cash)		$1,546.35	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$1,452.44	
	426 - Transit - Fixed Route	426.11000 (Cash)		$721.99	
	502 - Engineering	502.11000 (Cash)		$120.46	
103045	07/16/2015 Open	Accounts Payable	GRAINGER INC, W W		$281.31
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$281.31	
103046	07/16/2015 Open	Accounts Payable	HILMAR LUMBER INC		$708.70
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$708.70	
103047	07/16/2015 Open	Accounts Payable	HILMAR READY MIX		$185.65
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$185.65	
103048	07/16/2015 Open	Accounts Payable	HSQ INC		$5,735.09
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$4,020.00	
	420 - WATER	420.11000 (Cash)		$1,715.09	
103049	07/16/2015 Open	Accounts Payable	ITRON INC		$2,156.89
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$2,156.89	
103050	07/16/2015 Open	Accounts Payable	JOBS AVAILABLE		$546.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$546.00	
103051	07/16/2015 Open	Accounts Payable	LANGUAGE LINE SERVICES		$10.75
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$10.75	
103052	07/16/2015 Open	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		$50.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$50.00	
103053	07/16/2015 Open	Accounts Payable	MODESTO BEE		$2,948.58
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$532.40	
	420 - WATER	420.11000 (Cash)		$2,416.18	
103054	07/16/2015 Open	Accounts Payable	MODESTO MACHINE WORKS INC		$338.00
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$338.00	
103055	07/16/2015 Open	Accounts Payable	NAPA AUTO PARTS		$342.55
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$243.64	

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$68.00	
	420 - WATER	420.11000 (Cash)		$30.91	
103056	07/16/2015 Open	Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC		$546.19
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$546.19	
103057	07/16/2015 Open	Accounts Payable	NEXT LEVEL PARTS INC		$658.63
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$185.20	
	217 - Streets - Gas Tax	217.11000 (Cash)		$177.67	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$295.76	
103058	07/16/2015 Open	Accounts Payable	OMNI-MEANS INC		$49,371.87
	Paying Fund	Cash Account		Amount	
	216 - Streets - Local Transportation	216.11000 (Cash)		$4,262.50	
	217 - Streets - Gas Tax	217.11000 (Cash)		$24,399.00	
	305 - Capital Facility Fees	305.11000 (Cash)		$20,710.37	
103059	07/16/2015 Open	Accounts Payable	P G & E		$1,426.53
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$258.17	
	217 - Streets - Gas Tax	217.11000 (Cash)		$7.84	
	256 - Stanislaus Housing Consortium	256.11000 (Cash)		$1.58	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,133.38	
	505 - Fleet	505.11000 (Cash)		$25.56	
103060	07/16/2015 Open	Accounts Payable	PACE SUPPLY CORPORATION		$161.71
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$161.71	
103061	07/16/2015 Open	Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS		$5,652.00
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$5,652.00	
103062	07/16/2015 Open	Accounts Payable	PLATT ELECTRIC SUPPLY		$1,775.65
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$378.06	
	246 - Landscape Assessment	246.11000 (Cash)		$728.57	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$669.02	
103063	07/16/2015 Open	Accounts Payable	PROJECT SENTINEL INC		$6,523.41
	Paying Fund	Cash Account		Amount	
	255 - CDBG	255.11000 (Cash)		$6,523.41	
103064	07/16/2015 Open	Accounts Payable	R & B COMPANY		$176.07
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$176.07	
103065	07/16/2015 Open	Accounts Payable	RF MACDONALD CO INC		$14,789.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$14,789.00	

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

103066	07/16/2015 Open	Accounts Payable	RICHARDS WATSON & GERSHON		$760.50
	Paying Fund	Cash Account		Amount	
	621 - Successor Agency - Non LMI	621.11000 (Cash)		$760.50	
103067	07/16/2015 Open	Accounts Payable	SAFETY-KLEEN CORPORATION		$148.80
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$148.80	
103068	07/16/2015 Open	Accounts Payable	SHARPENING SHOP		$295.76
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$291.28	
	420 - WATER	420.11000 (Cash)		$4.48	
103069	07/16/2015 Open	Accounts Payable	SHORE CHEMICAL COMPANY		$367.35
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$367.35	
103070	07/16/2015 Open	Accounts Payable	SIEMENS INDUSTRY INC		$10,050.03
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$10,050.03	
103071	07/16/2015 Open	Accounts Payable	SIEMENS INDUSTRY INC		$12,055.75
	Paying Fund	Cash Account		Amount	
	216 - Streets - Local Transportation	216.11000 (Cash)		$12,055.75	
103072	07/16/2015 Open	Accounts Payable	SIERRA CHEMICAL CO		$2,348.30
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,348.30	
103073	07/16/2015 Open	Accounts Payable	SIMILE CONSTRUCTION SERVICES, INC		$4,671.14
	Paying Fund	Cash Account		Amount	
	240 - Small Equipment Replacement	240.11000 (Cash)		$4,671.14	
103074	07/16/2015 Open	Accounts Payable	SOUTHWEST SCHOOL &		$164.33
	Paying Fund	Cash Account		Amount	
	270 - Recreation Grants	270.11000 (Cash)		$164.33	
103075	07/16/2015 Open	Accounts Payable	SPECIALTY PROCESS EQ INC		$2,955.60
	Paying Fund	Cash Account		Amount	
	505 - Fleet	505.11000 (Cash)		$2,955.60	
103076	07/16/2015 Open	Accounts Payable	STANISLAUS CO PLANNING		$798.37
	Paying Fund	Cash Account		Amount	
	256 - Stanislaus Housing Consortium	256.11000 (Cash)		$798.37	
103077	07/16/2015 Open	Accounts Payable	STANISLAUS COUNTY		$29,002.02
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$29,002.02	
103078	07/16/2015 Open	Accounts Payable	T I D		$180,445.92
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$21,306.24	
	216 - Streets - Local Transportation	216.11000 (Cash)		$1,205.00	
	256 - Stanislaus Housing Consortium	256.11000 (Cash)		$17.48	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$136,002.87	

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

	420 - WATER	420.11000 (Cash)		$21,837.37	
	426 - Transit - Fixed Route	426.11000 (Cash)		$76.96	
103079	07/16/2015 Open	Accounts Payable	TG HYDRAULICS		$134.08
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$134.08	
103080	07/16/2015 Open	Accounts Payable	THE SHALLECK COLLABORATIVE INC		$1,367.00
	Paying Fund	Cash Account		Amount	
	240 - Small Equipment Replacement	240.11000 (Cash)		$1,367.00	
103081	07/16/2015 Open	Accounts Payable	TURLOCK CITY TOW INC		$271.50
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$271.50	
103082	07/16/2015 Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$459,019.44
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$459,019.44	
103083	07/16/2015 Open	Accounts Payable	TURLOCK UNIFIED		$1,472.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,472.00	
103084	07/16/2015 Open	Accounts Payable	UNITED RESOURCE SYSTEMS INC		$21.80
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$6.33	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$8.57	
	420 - WATER	420.11000 (Cash)		$6.90	
103085	07/16/2015 Open	Accounts Payable	UNIVAR USA INC		$3,961.79
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,961.79	
103086	07/16/2015 Open	Accounts Payable	WEST COAST SAND & GRAVEL		$5,299.22
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$5,299.22	
103087	07/16/2015 Open	Accounts Payable	ZEE MEDICAL SERVICE CO		$97.88
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$97.88	
103088	07/16/2015 Open	Accounts Payable	BECK, TROY		$10.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$10.00	
103089	07/16/2015 Open	Accounts Payable	CHAVEZ, VANESSA		$300.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$300.00	
103090	07/16/2015 Open	Accounts Payable	DUST BOWL BREWING CO LLC		$3,850.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$3,850.00	
103091	07/16/2015 Open	Accounts Payable	HENDREN , MEGAN		$18.00
	Paying Fund	Cash Account		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$18.00	

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

103092	07/16/2015	Open	Accounts Payable	LONG, DEXTER		$42.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$42.00	
103093	07/16/2015	Open	Accounts Payable	MEJIA, CLAUDIA		$18.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
103094	07/16/2015	Open	Accounts Payable	QUIROZ, CARLOS		$8.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$8.00	
103095	07/16/2015	Open	Accounts Payable	REGALADO, MANUEL AND GUADALUPE		$13.70
	Paying Fund		Cash Account		Amount	
	257 - State HOME Funds		257.11000 (Cash)		$13.70	
103096	07/16/2015	Open	Accounts Payable	VOLK, ASHLEIGH		$757.00
	Paying Fund		Cash Account		Amount	
	405 - Building		405.11000 (Cash)		$757.00	
Type Check Totals:			95 Transactions			$1,013,020.77
AP - Accounts Payable Totals						

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	$1,013,020.77	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$1,013,020.77	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	$1,013,020.77	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$1,013,020.77	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**95**	**$1,013,020.77**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**95**	**$1,013,020.77**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**95**	**$1,013,020.77**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 7/10/2015 - To Payment Date: 7/16/2015

Stopped	0	$0.00	$0.00
Total	95	$1,013,020.77	$0.00

5B

JULY 28, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

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1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:04 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

B. **SALUTE TO THE FLAG**

C. **MOMENT OF SILENCE FOR THE UNITED STATES HONORABLE SERVICE MEMBERS KILLED IN THE LINE OF DUTY IN CHATTANOOGA, TN**

Mayor Soiseth invited the men and women of U.S. Military recruiting stations located in the City of Turlock to the dais for a moment of silence in recognition of the honorable service members that were killed in the line of duty in Chattanooga, Tennessee. Councilmember DeHart recognized Gunnery Sergeant Thomas J Sullivan - United States Marine Corps, Staff Sergeant David A Wyatt - United States Marine Corps, Sergeant Carson A Holmquist - United States Marine Corps, Lance Corporal Squire K Wells - United States Marine Corps, and Petty Officer 2nd Class Randall Smith - United States Navy for their service to our Country.

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

A. Mayor Soiseth presented a Proclamation to California State University, Stanislaus Softball Coach Jan Schefkowitz in recognition of her retirement from the University.

B. Mayor Soiseth presented a Proclamation to California State University, Stanislaus Golf Coach John Cook in recognition of his service to the University.

C. Mayor Soiseth presented a Proclamation to Mike Sweeney in recognition of the ACTRA California Chapter Team Roping Championships, to be held September 17-20, 2015, at the Stanislaus County Fairgrounds.

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

B. **STAFF UPDATES**

1. Executive Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt provided an update on the repayment of the General Fund loan for the property located at 1055 Vermont Avenue.

2. CSO Michelle Backeroff provided information about the upcoming National Night Out to be held Tuesday, August 4, 2015, from 6:00 p.m. to 9:00 p.m., and invited the Council and community members to attend.

DRAFT

3. Municipal Services Director Michael Cooke provided an update on water conservation efforts including statistics regarding warnings and notices issued, and enforcement and proactivity efforts. Mr. Cooke also provided information about an historical agreement recently reached between the Stanislaus Regional Water Authority (SRWA) and Turlock Irrigation District (TID) including background information, project overview, and project benefits.

   Council and staff discussion included project construction and offset water.

   Mayor Soiseth asked for public comment. No one spoke.

C. PUBLIC PARTICIPATION

Sarah Bigler spoke regarding Public Hearing Item 7B and against the assessment levied on the property located at 881 W. Main Street for reasons including she did not receive prior notification and the exorbitant amount of the assessment.

Milt Trieweiler spoke regarding water issues in the City of Turlock, provided personal water comparisons from previous years, commended Mayor Soiseth for signing the water agreement, and global warming.

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:

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, to adopt the 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. 2015-156** Accepting Demands of 6/25/15 in the amount of $1,012,089.57; Demands of 7/2/15 in the amount of $845,389.97; Demands of 7/9/15 in the amount of $1,287,811.95

B. *Motion*: Accepting Minutes of Special Meeting of July 7, 2015; Minutes of Regular Meeting of July 14, 2015

C. *Motion*: Approving a Master Agreement between Fairbanks Ranch and the City of Turlock for the payment of Residential Impact Fees pursuant to Government Code §66007

D. *Motion*: Approving a Master Agreement between RBK Development, Inc. and Belgravia Land & Development, Inc. and the City of Turlock for the payment of Residential Impact Fees pursuant to Government Code §66007

E. 1. *Motion*: Making the determination that City Project No.13-44, "Wet Utility Improvements Around Fourth Street and A Street," is exempt from the provisions of CEQA in accordance with Section 15301

2. *Motion*: Awarding bid and approving an agreement in the amount of $325,448 (Fund 413) with Rolfe Construction, of Atwater, California, for City Project No.13-44, "Wet Utility Improvements Around Fourth Street and A Street"

3. **Resolution No. 2015-157** Appropriating $280,000 to account number 413-51-534.51161 "Alley Between A & B Street & Fourth & Fifth Street Tie into Storm," to complete the necessary budget appropriations for City Project No. 13-44, "Wet Utility Improvements Around Fourth Street and A Street" with Funds 410 "Water Quality Control and 420 "Water Enterprise" contributing monies to finance this project

F. **Resolution No. 2015-158** Authorizing the Mayor, City Manager, or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2015-16

G. **Resolution No. 2015-159** Authorizing the federal funding under FTA Section 5339 with the California Department of Transportation

H. **Resolution No. 2015-160** Approving a standard Pavement and Concrete Life Performance Warranty Agreement and authorizing the Mayor or City Manager to execute said agreements with any qualified entities as described in TMC 7-4-207

I. *Motion*: Approving an agreement between the City of Turlock and the City of Ceres for the contract employment of a Water Distribution Operator Grade 4 from the City of Ceres

J. 1. *Motion*: Approving a Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreement template for development projects that are required to install storm water treatment control measures

2. **Resolution No. 2015-161** Authorizing the Mayor, City Manager, or his/her designee to sign submitted Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreements

K. **Resolution No. 2015-162** Authorizing the acceptance of a Spay and Neuter Grant from the California Department of Agriculture, in the amount of $7,500, to be deposited into revenue account 266-20-255-348.35069 "Animal Services - Spay & Neuter Grant"

L. *Motion*: Approving an annual maintenance agreement with Mo-Cal Office Solutions for one (1) Kyocera multifunctional photocopier for a period of thirty-six (36) months, based on a cost per copy and annual base rate

M. **Resolution No. 2015-163** Authorizing the acceptance of an allocation of funds, execution of a grant agreement and commitments necessary to administer the Selective Traffic Enforcement Program (STEP) Grant through the California Office of Traffic Safety (OTS), from October 1, 2015 to September 30, 2016, in an amount not to exceed $69,000, and appropriating said funds into the revenue and expenditure accounts in Fund 266 "Police Grants" Program 352 "OTS Step Grant" for Fiscal Year 2015-16 and authorizing the City Manager to sign all documents required

N. *Motion*: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Turlock High School

O. *Motion*: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Pitman High School

P. **Resolution No. 2015-164** Re-appropriating unspent funds of $3,750 from Fiscal Year 2014-15, from account number 110-30-300.44030_015 "Minor Equipment Fire Hose Replacement," to Fiscal Year 2015-16 for the purchase of new fire hoses

Q. *Motion*: Approving a Confidentiality and Non-Disclosure Agreement with Maze and Associates related to auditing PERS census data to comply with GASB 68 and authorizing the City Manager to sign

R. *Motion*: Designating Councilmember Bill DeHart as the voting delegate and Councilmember Matthew Jacob as alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, October 2, 2015, in San Jose, California

S. *Motion*: Authorizing the Mayor to write a letter of opposition to Assembly Bill 57 (Quirk) and supporting the amendments proposed by the League of California Cities

6. FINAL READINGS: None

Mayor Soiseth handled Item 8E out of order and noted a green sheet to the item.

Scheduled Matters Item 8E

E. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to accept the Community Grant Ad Hoc Subcommittee's recommended changes to the Community Event and Activities Grant eligibility criteria and application, and directing staff to apply the updated eligibility criteria and application to the 2015-16 Community Event and Activities Grant funding cycle.

Council discussion included appreciation to Councilmembers Nascimento and Jacob for serving on the Ad Hoc Subcommittee for Community Grants, a desire to support community events and encourage new activities, and recommendations made by the committee.

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

Additional Council and staff discussion included process and eligibility for the next grant cycle.

Action: Motion by Councilmember Nascimento, seconded by Councilmember Jacob, Accepting the Community Grant Ad Hoc Subcommittee's recommended changes to the Community Event and Activities Grant eligibility criteria and application, and directing staff to apply the updated eligibility criteria and application to the 2015-16 Community Event and Activities Grant funding cycle. Motion carried 5/0 by the following vote:

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

7. PUBLIC HEARINGS

A. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request for approval establishing a lien for payment for repair cost of certain maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches that are out of repair.

Council and staff discussion included determination of assessment amount, an explanation of the assessment process, methods of notification, and liability and statutory requirements.

Mayor Soiseth opened the public hearing.

Sarah Bigler provided information regarding ownership of the property located at 881 W. Main Street and her belief this was not a bad hazard.

Scott Snyder spoke against the assessment to the property located at 881 W. Main Street for reasons including a breakdown in the communication/notification process related to this assessment.

Mayor Soiseth closed the public hearing.

Additional Council discussion included concerns over the communication process and the desire to seek resolution in the matter.

Action: Motion by Councilmember Bublak, seconded by Councilmember Dehart to continue the request to assess properties for sidewalk repair costs and establishing a lien for payment to the August 11, 2015 City Council meeting to allow staff to look at both assessments and make recommendations to bolster future communication with property owners 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. Chief Building Official Eric Picciano presented the staff report on the request to add Turlock Municipal Code Title 8, Chapter 7 regarding expedited permitting procedures for small residential rooftop solar systems.

Council discussion included inspection requirements, safety concerns, and the possibility of allowing customers the choice of requesting two inspections.

Mayor Soiseth opened the public hearing.

Tracy Sunde spoke in favor of allowing the customer the choice of requesting two inspections.

Mayor Soiseth closed the public hearing.

Action: Motion by Councilmember Jacob, seconded by Councilmember Nascimento, introducing an Ordinance Adding Turlock Municipal Code Title 8, Chapter 7 regarding expedited permitting procedures for small residential rooftop solar systems and setting the final reading for August 11, 2015. Motion carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

A. Mayor Soiseth presented the staff report on the request to cancel the City Council meeting scheduled for Tuesday, August 25, 2015.

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

Action: **Resolution No. 2015-165** Cancelling the City Council meeting scheduled for Tuesday, August 25, 2015 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. Development Services Director Mike Pitcock presented the staff report on the request to adopt a Post-Construction Standards Plan for storm water discharges for new development and redevelopment.

Mayor Soiseth asked for public comment.

Milt Trieweiler spoke regarding applicability in relation to lot size.

Mayor Soiseth closed public comment.

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Adopting a Post-Construction Standards Plan for storm water discharges for new development and redevelopment. Motion carried 5/0 by the following vote:

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

C. Development Services Director Mike Pitcock presented the staff report on the request to direct staff to proceed with Option 2 and fund the design, inspection and construction of the Broadway City Hall Parking Lot utilizing Capital Facility Fees (General Government) and direct staff to prepare a Request for Proposal (RFP) for a downtown parking study and master plan utilizing Capital Facility Fees (General Government).

Council discussion included lot striping, the potential for a future multi-story parking structure, and this project elevating the commitment to downtown.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, Directing staff to proceed with Option 2 and fund the design, inspection and construction of the Broadway City Hall Parking Lot utilizing Capital Facility Fees (General Government). Motion carried 5/0 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Bublak, Directing staff to prepare a Request for Proposal (RFP) for a downtown parking study and master plan utilizing Capital Facility Fees (General Government). Motion carried 5/0 by the following vote:

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

D. Municipal Services Director Michael Cooke presented the staff report on the request to authorize staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing solid waste user fees and establishing a public hearing date of October 13, 2015.

Council discussion included appreciation to Municipal Services Director Michael Cooke and City Manager Roy Wasden for their efforts in working with Stanislaus County to reduce costs and to Turlock Scavenger owner, Alan Marchant, for his patience throughout the process.

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

Additional Council discussion included ensuring the maximum possible dissemination and response options for citizens as the Proposition 218 process moves forward and to ensure citizens understand the ramifications of not responding.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Authorizing staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing solid waste user fees and establishing a public hearing date of October 13, 2015. Motion carried 5/0 by the following vote:

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

E. *Scheduled Matters Item 8E, the request to accept the Community Grant Ad Hoc Subcommittee's recommended changes to the Community Event and Activities Grant eligibility criteria and application, and directing staff to apply the updated eligibility criteria and application to the 2015-16 Community Event and Activities Grant funding cycle, was previously handled after the Final Readings portion of the meeting.*

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Jacob requested consideration for pursuing and establishing a source of funding for a large, attractive welcome sign for the City of Turlock, such as is commonly seen from a highway/freeway welcoming visitors to a city/town.

10. COUNCIL COMMENTS:

Mayor Soiseth thanked Councilmember DeHart for the words he offered during the Moment of Silence earlier in the meeting and for his guidance on the City Council.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session items.

A. *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

Action: No reportable action.

B. *Conference with Legal Counsel – Pending Litigation*, Cal. Gov't Code §54956.9(d)(4)
"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist… Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."
Potential Cases: (1 case)

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember Nascimento, to adjourn at 7:55 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

5C

Council Synopsis

August 11, 2015

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 3 to the agreement with Pires, Lipomi + Navarro Architects and increasing the total compensation in the amount of $10,190 (Fund 426-40-415.51260) for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2 Design and Master Plan"

2. DISCUSSION OF ISSUE:

Agreement History:

	City Council Approval	Amount
Original Agreement	June 24, 2014	$ 218,540
Amendment No. 1	February 24, 2015	$ 14,780
Amendment No. 2	May 15, 2015	$ 49,280
Amendment No. 3	August 11, 2015	$ 10,190
	TOTAL	$ 292,790

Design plans are currently being developed by the Consultant for City Project 12-60B, "Turlock Regional Transit Center Phase 2." Construction is scheduled to begin in late Fall 2015. The current project scope includes the design of a 6,000 square foot single story building, wet and dry utilities, shade structures over the existing passenger platform area, a parking lot, landscaping, site lighting, security cameras, and building access control systems. Amendment No. 3 includes a number of adjustments to the floor plan and site and security improvements requested by City staff at the 80% design review stage, namely:

- Relocation of drinking fountain and vending area in the lobby.
- Extension of conference room and relocation of storage room doors.
- Additional casework.
- Adjustment and recalculation of building sheer walls due to plan changes.
- Update door schedule and hardware specifications.
- Additional benches and site furniture in Phase 1 area.
- Addition of pavers at parking lot entrance.

- Added sewer clean out in Phase 1 area and redesign of water line.
- Added two fire hydrants on Golden State Blvd. and associated trenching.
- Additional security cameras at shade structures.
- Additional security cameras at building lobby.
- Update plans per floor plan changes.
- Update card reader/door hardware per floor plan change.
- Update of architectural, electrical, mechanical, plumbing and structural plans to accommodate changes.

Per the previously approved Amendment No. 2, Milestone 2 requires that the Consultant complete 100% plans and specifications and obtain a building permit for the phase 2 construction project by July 27, 2015. However, this date was based on a due date of April 24, 2015 for City staff's comments on the 80% plans. City staff's comments were sent to the consultant on June 9, 2015, 46 days over the due date. In addition, 24 days are requested to complete the plan changes and additional scope listed above, for an extension of 70 days for Milestone 2. This Amendment No. 3 establishes a new Milestone 2 due date of October 5, 2015.

	Milestone 2 Due Date	**Explanation**
Original Agreement	April 29, 2015	Original schedule
Amendment No. 1	May 20, 2015	Add 21 days for increased scope
Amendment No. 2	July 27, 2015	Add 68 days = 39 days for design review delay plus 29 days for increased scope
Amendment No. 3	October 5, 2015	Add 70 days = 46 days for design review delay plus 24 days for increased scope

3. BASIS FOR RECOMMENDATION:

A) Per City Policy, approval of the amendment to the Agreement is required prior to execution of the contract amendment with the consultant.

B) The contract time requires an extension due to the increased scope of work and a delay in the design review process.

C) There is sufficient federal grant funding for these additions to the scope of work.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related issues (Current and Future)
vii) Bike paths/routes around town/buses

4. FISCAL IMPACT / BUDGET AMENDMENT:

The subject project is funded with a combination of Proposition 1B funds, Local Transportation Funds (LTF), and Federal Transit Administration (FTA) funds. Sufficient funding for the increased design and construction management costs is available in line item number 426-40-415.51260, "Transit Hub" for the proposed amendment.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

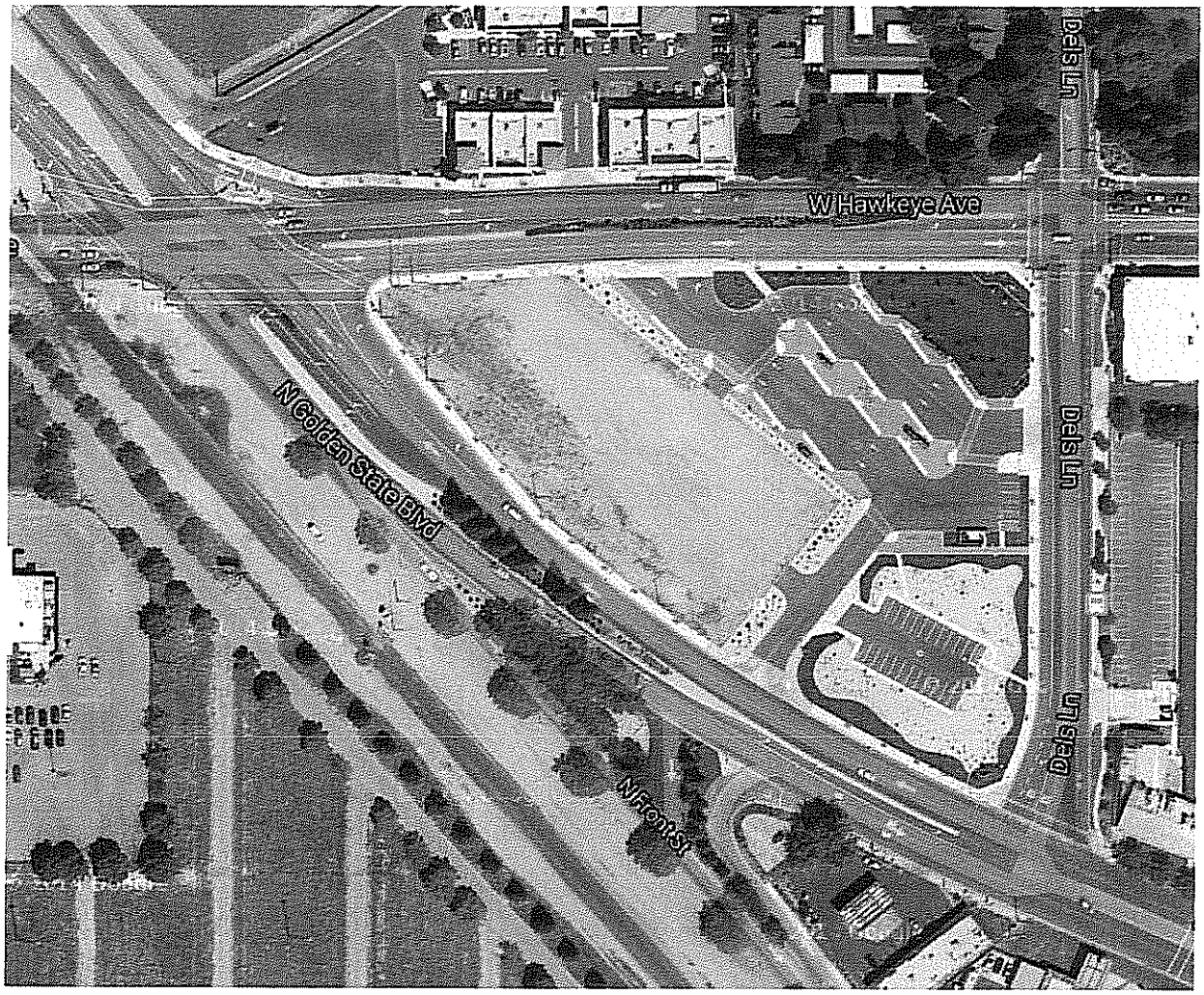
6. ENVIRONMENTAL DETERMINATION:

An environmental determination is not required for the approval of an amendment for professional design services. Environmental permits will be obtained prior to construction of the improvements to be designed under this agreement.

7. ALTERNATIVES:

A. Not approve the amendment. Staff does not recommend this alternative because the changes in scope are for the betterment of the project and the additional days are needed to extend the milestone dates in keeping with the Agreement.

City Project No. 12-60B
TURLOCK REGIONAL TRANSIT CENTER PHASE 2 DESIGN AND MASTER PLAN



AMENDMENT NO. 3
to
Agreement
between
CITY OF TURLOCK
and
Pires, Lipomi + Navarro Architects

THIS AMENDMENT NO. 3, dated August 11, 2015, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Pires, Lipomi + Navarro Architects**, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an agreement dated June 10, 2014, whereby CONSULTANT will perform professional architectural and engineering services for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2" (hereinafter the "Agreement"); and

WHEREAS, on February 24, 2015, the parties entered into Amendment No. 1 to the Agreement dated June 10, 2014, whereby CONSULTANT was to perform additional work in accordance with Exhibit B to Amendment No. 1; and

WHEREAS, on May 12, 2015, the parties entered into Amendment No. 2 to the Agreement dated June 10, 2014, whereby CONSULTANT was to perform additional work in accordance with Exhibit C to Amendment No. 2; and

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

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

"1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide professional architectural and engineering services, and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

In addition to the Scope of Work attached as Exhibit A to the Agreement, CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services

OK for Agenda
am

set forth in Amendment No. 1, Amendment No. 2, and the added scope of services attached to this Amendment No. 3 as Exhibit D, which are necessary and required to provide 100% complete design, drawings, and specifications per City staff's comments on the 80% complete plans and specifications, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3."

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

"4. **COMPENSATION:** CITY agrees to pay CONSULTANT additional compensation in the amount of Ten Thousand One Hundred Ninety and No/100^{ths} Dollars ($10,190.00) in accordance with Exhibit D attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 shall not exceed Two Hundred Ninety Two Thousand Seven Hundred Ninety and No/100^{ths} Dollars ($292,790.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3."

3. Paragraph 5 of the Agreement is amended to read as follows:

"6. **LIQUIDATED DAMAGES:** Consultant shall complete milestone tasks in their entirety before or on the dates shown below.

Milestone 1 - Consultant shall submit both the master plans (first draft) and conceptual level bid documents to City for review by **September 29, 2014**

Milestone 2 - Consultant shall complete 100% plans and specifications and obtain a building permit for the phase 2 construction project by **October 5, 2015**.

Milestone 3 - Consultant shall complete the master plans (final version) by **February 29, 2016**."

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

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

PIRES, LIPOMI + NAVARRO ARCHITECTS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT D

CONTRACTUAL AMENDMENT

Pires Lipomi + Navarro ARCHITECTS

Date: 7/14/15

Client Name: City of Turlock, Stephen Fremming
Project Name: Turlock Regional Transit Center Phase 2 Design and Master Plan (City Project No. 12-60B)
Project Number: 14031
Contract Type: Fixed Fee

Amendment #3

Pires, Lipomi & Navarro Architects proposes the contractual amendment outlined below to the Turlock Regional Transit Center Phase 2 Design and Master Plan. This amendment shall be subject to the terms and conditions contained in our contractual agreement dated June 10, 2014.

1. **Contract Information**

Current Contract:	$ 282,600.00
Amendment #3 :	**$ 10,190.00**
New Contract:	$ 292,790.00
Current 'Milestone 2' deadline:	July 27, 2015
Amendment #2 :	**Extend 'Milestone 2' deadline by 70 days**
New 'Milestone 2' deadline:	October 5, 2015

2. **Change in Scope:**

Building:

- Relocation of drinking fountain and vending area in the lobby.
- Extension of conference room and relocation of storage room doors.
- Additional casework.
- Update of architectural, electrical, mechanical, plumbing and structural plans to accommodate floor plan changes.
- Adjustment and recalculation of building sheer walls due to plan changes.
- Update door schedule and hardware specifications.

Site:

- Additional benches and site furniture in Phase 1 area.
- Addition of pavers at parking lot entrance.
- Added sewer clean out in Phase 1 area and redesign of water line.
- Added two fire hydrants on Golden State Blvd. and associated trenching.
- Redesign of bulb out at southern driveway connection to Golden State.

Security:

- Additional security cameras at shade structures
- Additional security cameras at building lobby.
- Update plans per floor plan changes.
- Update card reader/door hardware per floor plan change.

Previous Milestone 2 deadline was based on Architect receiving owner comments on April 24, 2015. Comments were received on June 9, 2015, a difference of 46 days. In addition 24 days will be needed to complete the plan changes and additional scope. This is a total of 70 days.

3. **Project Compensation**
   3.1. Client agrees to compensate Pires, Lipomi & Navarro Architects for all services performed on a Fixed Fee basis for fees as outlined below, plus reimbursable expenses. Project will be billed monthly for services completed to date.

3.1.1. Building -	
3.1.1.1. Architectural	$3,200.00
3.1.1.2. Electrical	$750.00
3.1.1.3. Mechanical/Plumbing	$500.00
3.1.1.4. Structural	$600.00
3.1.2. Site -	
3.1.2.1. Civil, Landscape:	$3,080.00
3.1.3. Security:	
3.1.3.1. Security Consultant:	$2,060.00
3.1.4. Total:	**$10,190.00**

Please indicate your concurrence/acceptance of the terms stated above by affixing your signature below and returning one original to our office.

Pires, Lipomi & Navarro Architects

_____

Name ***Date***

City of Turlock

_____

Name ***Date***

5D

Council Synopsis

August 11, 2015

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 15-56, "Crane Avenue Sewer Line Replacement," is exempt from the provisions of Section 14 CCR §15301, of the California Environmental Quality Act (CEQA), "Existing Facilities"

Motion: Awarding bid and approving an agreement in the amount of $49,564.23 (Fund 410) with Taylor Backhoe Service, Inc., Merced, California, for City Project No. 15-56, "Crane Avenue Sewer Line Replacement"

2. DISCUSSION OF ISSUE:

On July 16, 2015, three (3) bids were received for City Project No. 15-56, "Crane Avenue Sewer Line Replacement,." Taylor Backhoe Service, Inc. of Merced, California, was the lowest responsible bidder with a bid in the amount of $49,564.23.

Bid Summary:

COMPANY NAME	BID AMOUNT
Taylor Backhoe Service, Inc.	$49,564.23
Sinclair General Engineering Construction, Inc.	$50,799.00
Phase 1 Construction	$57,896.00

This project consists of removing and replacing existing improvements including sewer pipe, sewer manhole, sewer cleanouts, sidewalk, pedestrian access ramp, commercial driveway, street tree and tree wells. The frontage improvements and sewer main were damaged by roots from adjacent street trees. Although sidewalk repair is the responsibility of the adjacent property owner, City staff recommends that the sidewalk improvements be completed along with the sewer main repairs as the sewer main is directly under the sidewalk.

3. BASIS FOR RECOMMENDATION:

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

B) The completed project will provide upsizing the sewer main and safer pedestrian path of travel by providing an approved access ramp and sidewalk.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

1) Goal(s):

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

iii) Wastewater

c. Maintain and Execute a Municipal Services Strategic Plan

ii) Wastewater

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

1) Goal(s):

a. Community Infrastructure

i) Provide safe and well-maintained sidewalks for the citizens of Turlock by working with the citizens to facilitate repairs

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$61,805.45	$49,564.23	$4,956.42	$4,500.00	$2,784.80

Funding is available in line item number 410-51-534.51180, "Crane Avenue Sewer Line Replacement" for the proposed work. These funds are specifically for repairing the frontage improvements and sewer main.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

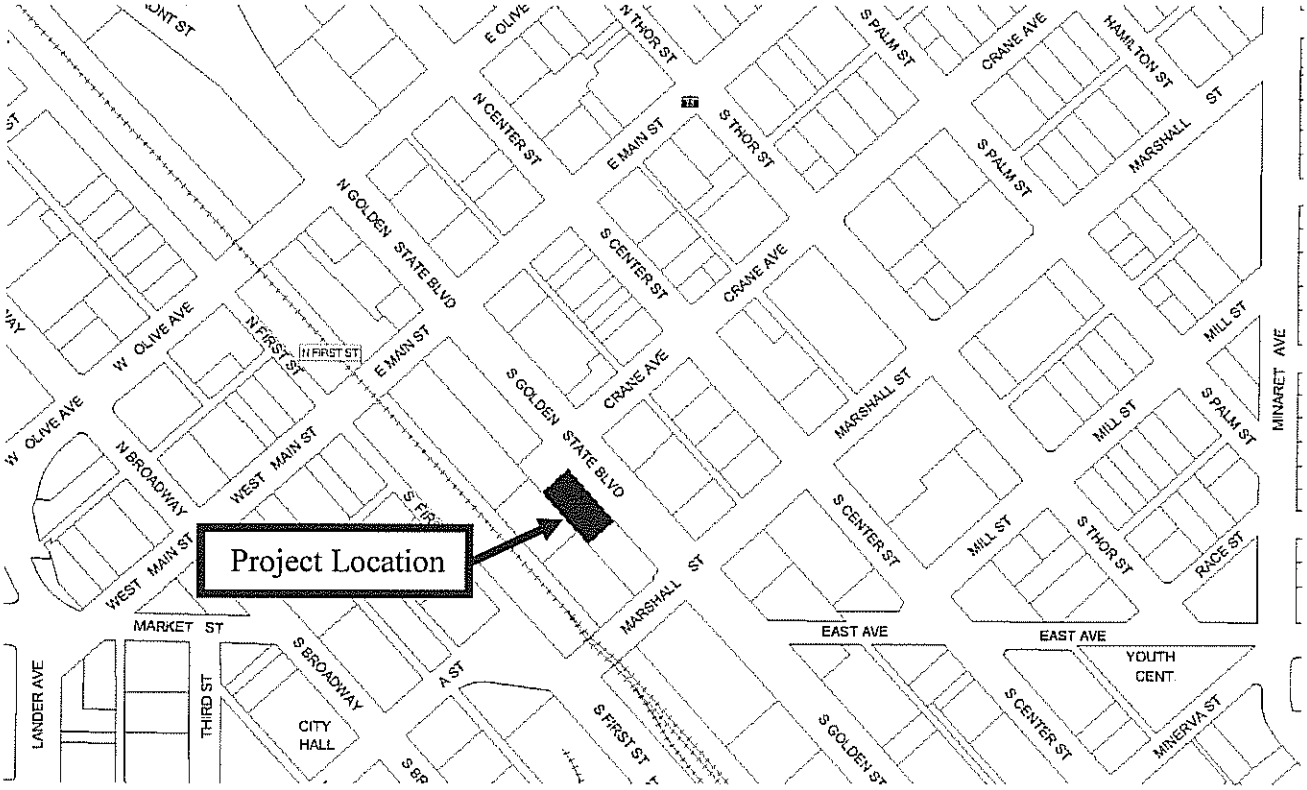
This project consists of removing and replacing of existing structures and facilities where the new facilities will be located on the same site as the facilities replaced and will have substantially the same purpose of the facilities replaced. In accordance with Section 14 CCR §15301, of the California Environmental Quality Act (CEQA), "Existing Facilities," this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA to determine the applicability of the provisions of CEQA.

B. Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this repair.

City Project No. 15-56
Crane Avenue Sewer Line Replacement



CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Crane Avenue Sewer line Replacement
PROJECT NUMBER: 15-56
BID OPENING: July 16, 2015
2:00 P.M.
ANTICIPATED COUNCIL AWARD DATE: August 11, 2015

						1		2		3	
				ENGINEER'S EST.		Taylor Backhoe Service, Inc.		Sinclair General Engineering		Phase 1 Construction	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$2,715.00	$2,715.00	$2,000.00	$2,000.00	$1,650.00	$1,650.00	$8,000.00	$8,000.00
2	Temporary Traffic Control Plan (TTCP)	LS	1	$500.00	$500.00	$1,120.00	$1,120.00	$1,400.00	$1,400.00	$800.00	$800.00
3	Best Management Practices (BMP's)	LS	1	$500.00	$500.00	$1,680.00	$1,680.00	$650.00	$650.00	$500.00	$500.00
4	Demo and Remove Existing Improvement	LS	1	$6,000.00	$6,000.00	$6,742.40	$6,742.40	$6,995.00	$6,995.00	$3,800.00	$3,800.00
5	Earthwork	LS	1	$6,000.00	$6,000.00	$3,371.20	$3,371.20	$6,800.00	$6,800.00	$7,900.00	$7,900.00
6	Sewer Pipe (8" PVC SDR-26)	LF	174	$65.00	$11,310.00	$25.77	$4,483.98	$60.00	$10,440.00	$60.00	$10,440.00
7	Sewer Lateral Service Connection	EA	3	$850.00	$2,550.00	$1,329.62	$3,988.86	$700.00	$2,100.00	$500.00	$1,500.00
8	48" Manhole	EA	1	$3,600.00	$3,600.00	$4,076.11	$4,076.11	$3,200.00	$3,200.00	$3,000.00	$3,000.00
9	Adjust Frame and Covers to Grade	EA	11	$500.00	$5,500.00	$202.62	$2,228.82	$38.00	$418.00	$200.00	$2,200.00
10	Minor Concrete (Curb and Gutter)	LF	21	$33.00	$693.00	$44.80	$940.80	$37.00	$777.00	$40.00	$840.00
11	Minor Concrete (Sidewalk)	SF	1,052	$10.00	$10,520.00	$7.84	$8,247.68	$7.00	$7,364.00	$8.00	$8,416.00
12	Access Ramp (Labor Only)	LS	1	$650.00	$650.00	$2,576.00	$2,576.00	$1,675.00	$1,675.00	$1,000.00	$1,000.00
13	Commercial Driveway Approach	EA	1	$5,000.00	$5,000.00	$3,942.40	$3,942.40	$4,150.00	$4,150.00	$8,000.00	$8,000.00
14	Tree Well	EA	3	$500.00	$1,500.00	$1,388.66	$4,165.98	$1,060.00	$3,180.00	$500.00	$1,500.00
Total =					**$57,038.00**		**$49,564.23**		**$50,799.00**		**$57,896.00**

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-56

Crane Avenue
Sewer Line Replacement

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

TAYLOR BACKHOE SERVICE, INC.
1600 FALCON WAY
MERCED, CA 95341

hereinafter called "Contractor" on this 11th day of August, 2015 (hereinafter called the "Agreement").

RECITALS

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

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

C On August 11, 2015, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Mobilization and demobilization, temporary traffic control plan, implement best management practices, demo and remove existing improvements, earthwork, install sewer pipe (4"), install sewer pipe (8"), install sewer service lateral, 48" manhole, cleanout (4"), adjust frame and covers to grade, construct minor concrete (curb and gutter), construct minor concrete (sidewalk), construct access ramp, construct commercial

driveway approach, construct tree well and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. **THE CONTRACT:**

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

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

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

3. **SCHEDULE:**

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

4. **EQUIPMENT & PERFORMANCE OF WORK:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 15-56, "Crane Avenue Sewer Line Replacement."**

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

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be

done, an amount not to exceed **Forty Nine Thousand Five Hundred Sixty Four and 23/100ths Dollars ($49,564.23).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**
The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty (20)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**
If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **LIQUIDATED DAMAGES:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for

the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. PERFORMANCE BY SURETIES:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

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

12. PERMITS, COMPLIANCE WITH LAW:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in the Special Provisions Section 1.

13. SUPERINTENDENCE BY CONTRACTOR:

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

14. INSPECTION BY CITY:

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

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

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

16. CHANGE OF CONTRACT PRICE:

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

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or

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

(c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
   - 1.1. Basic hourly wage
   - 1.2. Health and welfare
   - 1.3. Pension
   - 1.4. Vacation
   - 1.5. Training
   - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
   - 2.1. Workers' compensation insurance
   - 2.2. Social security
   - 2.3. Medicare
   - 2.4. Federal unemployment insurance
   - 2.5. State unemployment insurance
   - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
   4.1. Price paid by the purchaser for similar materials from that source on Contract items
   4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
   5.1. During that period
   5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

   If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

   Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

   The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
   1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
   1.2. Current during the work paid by force account.
   1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
      1.3.1. Rented from equipment business the Contractor does not own.
      1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the

Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:

2.1. Rented from equipment business the Contractor does not own.

2.2. The Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:

   3.1. Hourly rates are paid in 1/2-hour increments

   3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. CHANGE OF CONTRACT TIME:

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

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

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

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

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

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

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

18. INSPECTION AND TESTING OF MATERIALS:

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

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

19. PERMITS AND CARE OF THE WORK:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

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

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

22. **CONTRACT SECURITY:**

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

23. **HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:**

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

24. **CONTRACTOR'S INSURANCE:**

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 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) Surety bonds as described below.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of City, 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 (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, 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 or with an insurer to which the City has provided prior approval.

(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 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.

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

25. PROOF OF CARRIAGE OF INSURANCE:

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

26. WAGES & HOURS OF EMPLOYMENT:

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

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars

($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

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

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.
To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

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

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

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may

have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.
In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. PROVISIONS CUMULATIVE:

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

29. TAXES:

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

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

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

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

30. NOTICES:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

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

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

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 23 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

_____
Print Name

Address: _____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 15-56, "Crane Avenue Sewer Line Replacement,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 15-56, "Crane Avenue Sewer Line Replacement,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from

liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20___.

_____
(Principal)

By: X_____

By: X_____

_____
(Surety)

By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

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

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5E

Council Synopsis

August 11, 2015

From: Mike Pitcock
City Engineer/Development Services Director

Prepared by: Mike Pitcock
City Engineer/Development Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Cooperative Agreement between Caltrans and the City of Turlock for the construction of Interchange Improvements at Fulkerth Road and Highway 99

2. DISCUSSION OF ISSUE:

For the last several years, the City of Turlock Engineering staff has been working with its consultant Omni Means on a Project Study Report (PSR), Project Approval and Environmental Document (PA&ED) and Construction Drawings/Specifications for the improvement of the Fulkerth Road and Highway 99 interchange. The improvements include the relocation of the southbound on/off ramps to the west, the signalization of north and southbound ramps, road widening under the existing overpass and resurfacing of Fulkerth Road through the Caltrans right of way. The PSR and PA&ED are complete and we are nearing completion of the construction drawings. At this point in the process, Caltrans requires a Cooperative Agreement to be executed. The Cooperative Agreement is a document that specifies the responsibilities of both Caltrans and the City of Turlock. It is a required document by Caltrans and must be executed to continue to move forward with the improvements. The improvement of the Fulkerth Road and Highway 99 interchange is necessary for the full build out of the Turlock Regional Industrial Park.

3. BASIS FOR RECOMMENDATION:

A. The Cooperative Agreement must be executed to move forward with the improvements to the Fulkerth Road and Highway 99 interchange.

B. All agreements must be approved by the City Council.

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: There is no cost to the City of Turlock to execute the Cooperative Agreement. Ultimately, a funding strategy must be identified for the construction of the Fulkerth Road and Highway 99 interchange improvements.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Recommend modifications to the Cooperative Agreement. This is not recommended as considerable discussions have taken place and Caltrans may not support additional changes.

B. Not approve the Cooperative Agreement. This is not recommended as Caltrans will not allow improvements to the interchange without the executed Cooperative Agreement.

COOPERATIVE AGREEMENT

State Independent Quality Assurance

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Turlock, a body politic and municipal corporation city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.

2. For the purpose of this AGREEMENT, *work to improve east-west circulation and local access with Route 99 at Fulkerth Road and to accommodate planned future growth by providing additional roadway capacity through modifications to the SR99/Fulkerth Road Interchange* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:

   This AGREEMENT includes the following PROJECT COMPONENTS:

   - CONSTRUCTION SUPPORT
   - CONSTRUCTION CAPITAL

4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.

OK for Agenda

5. The following work associated with this PROJECT has been completed or is in progress:

   - CALTRANS approved the Categorical Exemption on December 6, 2013.
   - CITY developed the Plans, Specifications and Estimate (Cooperative Agreement No. 10-345).
   - CITY developed the Project Initiation Document that was approved by CALTRANS on April 4, 2013.
   - CITY developed the Project Report that was approved by CALTRANS on May 7, 2014 (Cooperative Agreement No. 10-345).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. CITY is the SPONSOR for the PROJECT COMPONENT in this AGREEMENT.

Funding

9. The OBLIGATIONS do not use funds administered by CALTRANS. PARTNERS will amend this AGREEMENT should this condition change.

10. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

Implementing Agency

11. CITY is the IMPLEMENTING AGENCY for CONSTRUCTION.

12. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.

13. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance

14. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

    CALTRANS' Independent Quality Assurance efforts are to ensure that CITY'S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

    When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

CEQA Lead Agency

15. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

16. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.

17. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

Construction

18. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

19. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
285.05.15.xx Change Order Review & Approval as required in this Agreement
270.20.45.xx SWPPP/WPCP Review & Approval

20. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

21. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

22. Caltrans will not issue an Encroachment Permit for construction work until CALTRANS accepts:

    - The final plans, specifications, and estimate package
    - The Right of Way Certification
    - The PROJECT SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

23. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

24. CALTRANS will review and approve:

    - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

    - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

25. If CONSTRUCTION CAPITAL is funded with state or federal funds then CITY will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide Independent Quality Assurance for the claims process.

26. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

27. CITY will submit a written request to CALTRANS for any DFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional DFM deemed necessary during PROJECT construction.

28. CALTRANS will make DFM available at a CALTRANS-designated location after CITY requests DFM and pays CALTRANS' invoice for estimated DFM cost.

29. The cost of all DFM is a CONSTRUCTION CAPITAL cost.

    CALTRANS will invoice CITY for the actual cost of any DFM as a CONSTRUCTION CAPITAL cost.

    After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all DFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

30. CITY is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.

31. The QMP will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection QMP is subject to review and approval by the CALTRANS Materials Engineer.

32. As IMPLEMENTING AGENCY for construction, CITY is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract.

33. After OBLIGATION COMPLETION SHS maintenance will be handled through an existing maintenance agreement.

34. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY shall furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

    The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed..

35. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the SHS right-of-way.

Schedule

36. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

37. PARTNERS will perform all OBLIGATIONS in accordance with applicable federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

38. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

39. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

40. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

41. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.

42. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.

43. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

44. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

    PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

45. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

46. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

47. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

    CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

48. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right-of-way. CITY will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

    CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right-of-way.

49. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

50. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

51. CITY will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.

52. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.

53. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.

54. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.

55. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual.*

56. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

57. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.

58. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.

59. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

60. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

61. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

62. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

63. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

64. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

65. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

66. PARTNERS will not interpret any ambiguity contained in this AGREEMENT against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.

    A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

67. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

68. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

69. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

    Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

70. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

71. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

72. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.

73. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

74. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.

75. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

    When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

76. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

77. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this agreement shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

DFM – Department Furnished Materials.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – CALTRANS' efforts to ensure that another PARTNER's quality assurance activities are in accordance with the applicable standards and the PROJECT's Quality Management Plan (QMP). When CALTRANS performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another PARTNER's work products.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- PID (Project Initiation Document) – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- PA&ED (Project Approval and Environmental Document) – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- PS&E (Plans, Specifications, and Estimate) – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- R/W (Right of Way) –The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
  - R/W (Right of Way) SUPPORT –The work required to obtain all property interests for the PROJECT.
  - R/W (Right of Way) CAPITAL – The funds for acquisition of property rights for the PROJECT.
- CONSTRUCTION – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
  - CONSTRUCTION SUPPORT – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
  - CONSTRUCTION CAPITAL – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

_____

Dennis T. Agar
District 10 Director

Certified as to funds:

_____

Athena J. Cline
District 10 Budget Manager

CITY OF TURLOCK

_____

Name:
Title:

_____

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

Attest:

_____

Kellie E. Weaver
City Clerk

Approved as to form and procedure:

_____

Phaedra A. Norton
City Attorney

5F

Council Synopsis

August 11, 2015

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

Prepared by: Karen Packwood, Parks, Recreation and Public Facilities Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the five (5) year agreement with Denair Unified School District of Stanislaus County and the City of Turlock to authorize the use of Denair facilities for recreational purposes until July 28, 2020

2. DISCUSSION OF ISSUE:

The City of Turlock had a five year agreement that expired on June 30, 2015 with Denair Unified School District of Stanislaus County to allow for use of their facilities. These facilities are suitable for recreational, athletic and other community recreational purposes. The City of Turlock and the Denair Unified School District have found it to be in the public's interest, economically and practically, to cooperate with each other in regards to the use of the Denair Facilities. The Parks, Recreation and Public Facilities Department operates the afterschool PLAY (Positive Leisure Activities for Youth) Program that provides a safe, meaningful opportunity for students during the after school hours on the Denair Elementary School Campus.

3. BASIS FOR RECOMMENDATION:

A) By entering into this agreement, the City would be able to use the Denair School District Facilities, thus allowing the City of Turlock to operate the PLAY Program at Denair Elementary School.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None; the District and the City agree that fees shall be waived by the District for City use of District facilities.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may decide to deny authorization of this agreement. This is not recommended as the Denair afterschool PLAY program will not be offered.

USE OF FACILITIES AGREEMENT
between
THE DENAIR UNIFIED SCHOOL DISTRICT
and
THE CITY OF TURLOCK
CONTRACT NO. 15-080

THIS AGREEMENT, made and entered into this 11th day of August 2015, by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter "City") and the **DENAIR UNIFIED SCHOOL DISTRICT OF STANISLAUS COUNTY** (hereinafter "District"),

W I T N E S S E T H:

WHEREAS, Chapter 10 of Division 1 (commencing with Section 10900) of the Education Code of the State of California authorizes and empowers School Districts and Cities to organize, promote, and conduct programs of community recreation, to establish systems of playgrounds and recreation, and to acquire, improve, maintain and operate recreational centers within or without the territorial limits of the City; and

WHEREAS, said District owns, operates, and maintains certain school facilities known as Denair High School, 3431 Lester Road, Denair, California, Denair Middle School, 3701 Lester Road, Denair, California and Denair Elementary School, 3773 Madera Avenue, Denair, California (hereinafter collectively referred to as "Denair Facilities"); and

WHEREAS, the aforementioned Denair facilities are available for such recreational uses, provided these uses will not be scheduled so as to interfere with any other use by the District; and

WHEREAS, City and District have found it to be in the public interest to cooperate regarding the recreational use of Denair Facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1. TERM / TERMINATION / AMENDMENT

This Agreement shall be for the term of five (5) years, commencing July 28, 2015, and terminating July 28, 2020. Each of the parties hereto hereby grants to the other a first and exclusive right and option to renew this Agreement upon the terms and conditions contained herein upon termination; provided, however, that after the first year of the term of this Agreement, either party hereto may terminate the Agreement, with or without cause, upon the giving of ninety (90) days' written notice of its desire to so terminate the Agreement. Upon the giving of said notice and the expiration of ninety (90) days, this Agreement shall be of no further force or effect. This Agreement may be amended as mutually agreed upon by the City and District from time to time pursuant to its terms and as provided by law.

SECTION 2. DEFINITION OF "PUBLIC RECREATIONAL PROGRAMS AND ACTIVITIES"

The term "public recreational programs and activities," as used in this Agreement, shall mean those programs of recreation under the direction and supervision of the City and which are open to the general public. The term shall not be construed to include those activities conducted and supervised by the District.

OK for Agenda

SECTION 3. SCHEDULING AND USE OF PROPERTY

(a) District agrees to allow City to utilize the buildings and grounds at specified school sites for public recreational programs and activities in accordance with a schedule(s) proposed by City and accepted by District. In approving any such schedule, District shall ensure that any scheduled use by City will not at any time interfere with the use of the buildings, grounds, or equipment for the regular conduct of school or for any other purpose authorized by the District. However, City shall have priority over non-school activities in the scheduling of buildings and grounds during periods when they are not used for school purposes.

SECTION 4. DUTY TO ORGANIZE / SUPERVISE RECREATIONAL ACTIVITIES

City shall be responsible for organizing, conducting, and supervising all City-sponsored public recreational activities in conformance with its policies and budget limitations and shall provide all expendable supplies and materials, and furnish and compensate all personnel necessary to conduct such City-sponsored public recreational programs on District property, except as may be mutually agreed upon by City and District.

SECTION 5. CREATION OF RULES / REGULATIONS

In performing the duties required by Section 4 hereof, the City may promulgate and enforce such rules and regulations governing its recreational activities and programs which it deems necessary to maintain proper standards of conduct and safety.

SECTION 6. DUTY TO REPAIR

The City shall repair, cause to be repaired, or reimburse the District for the cost of repairing, damage to District Facilities occurring during any period of use by the City pursuant to this Agreement, except where such damage is the result of ordinary and reasonable use. District shall be responsible for the normal operation, maintenance, and repair of its own buildings and facilities.

SECTION 7. HOLD HARMLESS

City shall indemnify, defend, and hold harmless District 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 City, 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 District.

District shall indemnify, defend, and hold harmless City 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 District, 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.

SECTION 8. INSURANCE

The City shall keep in full force and effect during the term of this agreement public liability insurance, insuring and protecting the District, the City, and their respective officers and

employees from and against any and all liability of the District and/or the City for damages arising out of or connected with, the use by the City, its agents, employees, or others of the subject premises or any building, facility or equipment located thereon pursuant to this Agreement. The public liability insurance required hereunder shall be in the minimum amount of One Million Dollars ($1,000,000) combined single limit. A certificate of such insurance shall be provided to the District.

SECTION 9. USE OF FACILITIES IN ACCORDANCE WITH LAW

City shall not permit any person or organization to use any Denair Facilities, buildings or accessories thereto where such use is inconsistent with the provisions of Sections 10900 through 10916 of the Education Code of the State of California.

SECTION 10. FURTHER AGREEMENTS

The Superintendent of the District and the City Manager of the City may develop necessary schedules and/or details as needed.

SECTION 11. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding on the assigns, transferees, and successor in the interest of the City and the District whether said successor in interest is a school district or other political entity.

SECTION 12. AMENDMENTS

This Agreement may be amended from time to time by the parties under the authority granted them by Section 1 hereof. However, no amendment shall be effective unless set forth in a writing signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by their duly authorized officers whose signatures appear below, and agree to be bound by its terms.

DENAIR UNIFIED SCHOOL DISTRICT

By: _____
Aaron Rosander, Superintendent

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor

or

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, MMC, City Clerk

5G

Council Synopsis

August 11, 2015

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

Prepared by: Karen Packwood, Parks, Recreation and Public Facilities Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding among Stanislaus County Office of Education, the City of Turlock and the Turlock Unified School District and authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the ASES Program (Supporting After School for Everyone)

2. DISCUSSION OF ISSUE:

The City of Turlock along with the Stanislaus County Office of Education (SCOE), and Turlock Unified School District (TUSD), specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School and Wakefield Elementary School intend to work together with Project SAFE II (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours. All agencies agree that the implementation of the ASES (After School Education and Safety Program) will further this goal.

3. BASIS FOR RECOMMENDATION:

A) Parks, Recreation and Public Facilities Department has limited or no funds for financial support of this program, thus additional funds from grant sources are needed to offer after school programs for children in the community.

B) Funding through the Project Safe – ASES Program grant will provide $84,150 per year per designated elementary sites and $67,510.01 for the Jr. High.

C) By entering into this agreement, the City would be able to leverage resources to increase needed Recreation programs for community youth.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The 2015/16 budget affects the attached agreement. There will be no impact to the General Fund.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. There is a need for enhanced after school programs within the community and without these funds the Parks, Recreation and Public Facilities Department would not be able to provide staffing, equipment or the supplies to meet this need. Not entering into this agreement would limit the number of children who would be eligible to participate and the Parks, Recreation and Public Facilities Department would have to continue seeking additional grants and community donations for the after school programs.

Stanislaus County
Office of
Education

CONTRACT NO 15-079

Prevention Programs

Tom Changnon, Superintendent
1100 H Street • Modesto, CA 95354 • (209) 238-1360 • FAX (209) 238-4252

MEMORANDUM OF UNDERSTANDING
BETWEEN
STANISLAUS COUNTY OFFICE OF EDUCATION
AND
CITY OF TURLOCK
AND
TURLOCK UNIFIED SCHOOL DISTRICT
AND
WALTER BROWN ELEMENTARY, CROWELL ELEMENTARY, CUNNINGHAM ELEMENTARY, OSBORN ELEMENTARY, TURLOCK JR. HIGH AND WAKEFIELD ELEMENTARY

This Memorandum of Understanding stands as evidence that the Stanislaus County Office of Education ("SCOE") and City of Turlock and Turlock Unified School District and Walter Brown Elementary, Crowell Elementary, Cunningham Elementary, Osborn Elementary, Turlock Jr. High and Wakefield Elementary intend to work together with Project SAFE (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours in Region 6 counties of Stanislaus, Tuolumne and Calaveras. All agencies agree that the implementation of the ASES (After School Education and Safety Program), as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services every regular instructional day based on a 180 day school calendar and providing SCOE with all information and documentation pursuant to the deadlines set forth herein July 1, 2015 through June 30, 2016:

SCOE will:

- serve as fiscal agent for the collaborative and ensure fiscal compliance with California Department of Education ("CDE") guidelines. Payments are scheduled to be made to the District each fiscal year as follows: 50% to site within 30 days of CDE's first payment made to SCOE and receipt of prior fiscal year close-out reports; 15% in January; 15% in April; 10% in June; and the final 10% by August 15th, after the close-out report from the applicable year is submitted and received by SCOE. Early submission of close-out reports will result in early payments when feasible. This award is made contingent upon the availability of funds from the CDE to SCOE. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
- conduct both a mid-year audit on or before January 1st each year of this MOU and a year-end audit each year of this MOU to verify that every ASES site maintains adequate and accurate attendance records in addition to providing periodic program and fiscal reports required by the CDE, including the number of pupils served and expenditure of funds for which they were granted. If any of SCOE's audits determine that an ASES site fails to satisfactorily maintain said records or fails to produce said fiscal reports within required deadlines, SCOE may terminate this agreement, and the District administrating the ASES program may be dropped from the consortium, in order to maintain the entire funding amount for SCOE consortium and remain in good standing with CDE.
- collaborate with other partners to provide technical assistance and trainings to sites and program staff including staff development.
- serve as liaison between CDE and Districts/Sites.
- compile data from sites for evaluation and oversee evaluation.

OK for Agenda

- create marketing campaign for sites that need to boost attendance.
- coordinate and participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- Provide each site with a technical assistance Coordinator that helps with all technical assistance needs and conducts four site visits to each program throughout the year.
- Collaborate with community partners, and advisory committee to encourage community support that enhances programs throughout the region.
- Make every effort to meet the 33% match requirement, minus the 25% of the 33% facility usage match.
- receive the amount for each site: Walter Brown ($16,875), Crowell ($16,875), Cunningham ($16,875), Osborn ($16,875), Turlock Jr. High ($22,500) and Wakefield ($16,875).

City of Turlock will:

- administer after school programs at School.
- operate after school programs for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ensure that funds from ASES will supplement, not supplant, existing services and funds.
- provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- submit annual operating budget.
- assign district and/or site representatives to participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- receive 85% site allocation and can only be spent on direct services for students and 15% of the grant funds will go to SCOE to participate in consortium (all indirect and administrative cost allowances). Sites have the option to budget 1% of their site allocation for administrative costs, and this should be documented in initial budget submission.
- receive the amount for each site: Walter Brown ($84,150), Crowell ($84,150), Cunningham ($84,150), Osborn ($84,150), Turlock Jr. High ($67,510.01) and Wakefield ($84,150).

School will:

- Establish an early release policy and send copy of board approval to SCOE.
- provide a nutritional snack daily that meets USDA requirements.
- provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and

youth development activities that support the school's core curriculum and district/state standards.

- conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- submit annual operating budget.
- commit resources including appropriate facility usage (25% of 33% match requirement) for program.
- identify appropriate community partners including youth and parents.
- subcontract with area CBO for activities (when needed).
- receive the amount for each site: Walter Brown ($11,475), Crowell ($11,475), Cunningham ($11,475), Osborn ($11,475), Turlock Jr. High ($59,989.99) and Wakefield ($11,475).

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein. I understand that failure to abide by the terms and conditions of this MOU may result termination from the consortium.

SCOE Prevention Programs Consortium Lead After School Programs	District Superintendent

School Principal	School Principal	School Principal
School Principal	School Principal	City of Turlock Rep RECREATION DIRECTOR
School Principal		

SCOE Deputy Superintendent of
Business Services

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

5H

Council Synopsis

August 11, 2015

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

Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the Mayor, City Manager or the City Attorney to execute agreements between the City of Turlock, local businesses, other governmental agencies and local non-profits for the purpose of conducting training or programs on City owned property

2. DISCUSSION OF ISSUE:

The City is committed to partnering with a variety of organizations in an effort to further maximize and leverage our community's existing resources. This approach is a key element to Turlock's success and allows us to assist our partners with delivering a variety of training, programs and services. Sharing facilities has proven to be an effective approach, allowing organizations to minimize costs to participants, reduce overhead expenses and deliver services when their facilities are unavailable. As our partner agencies request to utilize a City facility to carry out their activities, staff would appreciate the ability to respond quickly in order to meet the need and avoid unnecessary delays.

3. BASIS FOR RECOMMENDATION:

Council will expedite the process and assist with avoiding unnecessary delays by allowing staff to prepare agreements with our partners for the use of our City facilities without having to seek City Council authorization each time. This will prove beneficial especially in cases where there is an unexpected facility malfunction or unforeseen scheduling conflict. When necessary, individual agreements will be approved by the Mayor, City Manager or the City Attorney and hold harmless agreements will be processed.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): (c). Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus.

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $0

5. CITY MANAGER'S COMMENTS:
Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

A. Council may choose not to approve the request which may result in program implementation delays.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE MAYOR, CITY MANAGER OR THE CITY ATTORNEY TO EXECUTE AGREEMENTS BETWEEN THE CITY OF TURLOCK, LOCAL BUSINESSES, OTHER GOVERNMENTAL AGENCIES AND LOCAL NON-PROFITS FOR THE PURPOSE OF CONDUCTING TRAINING OR PROGRAMS ON CITY OWNED PROPERTY	}	**RESOLUTION NO. 2015-**

WHEREAS, the need to share facilities exists in the Turlock community; and

WHEREAS, the City is committed to partnering with a variety of organizations to deliver programs and services; and

WHEREAS, the ability to enter into agreements with other partner agencies for the use of our facilities in an expeditious manner is key to our success; and

WHEREAS, when necessary, individual agreements will be approved by the Mayor, City Manager or City Attorney and hold harmless agreements will be processed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the Mayor, City Manager or the City Attorney to execute agreements between the City of Turlock, local businesses, other governmental agencies and local non-profits for the purpose of conducting training or programs on City owned property.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus
State of California

PROPERTY/FACILITY USE AGREEMENT
for
Property/Facility Address
(NAME/DESCRIPTION OF PROPERTY/FACILITY)

THIS AGREEMENT is entered into this _____ day of_____, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "City") and _____, a governmental, quasi-governmental, private/public, or nonprofit/for profit corporation (hereinafter referred to as "Business").

WHEREAS, Business operates _____ located at_____, and occasionally requires additional property or facility space to accommodate events; and

WHEREAS, City owns and maintains property/a facility at _____, Turlock (hereinafter called "Property/Facility") which, during normal working hours, is used by city employees and the public; and

WHEREAS, on _____ (availability times/dates), the Property/Facility has space available for Business's use.

NOW, THEREFORE, the parties hereto agree as follows:

1. Business may be allowed the occasional use of Property/Facility on _____ (availability times/dates) under the following terms and conditions:

(a) Business shall submit a request for use of Property/Facility to the appropriate City Department at least ten (10) days in advance.

(b) City retains the sole and unfettered discretion to grant or deny use of said Property/Facility for the dates specified in the request.

(c) In consideration of Business's use of said Property/Facility, Business hereby agrees to indemnify, defend, and hold harmless the City of Turlock, its elective and appointive boards, officers, officials, agents, employees or volunteers from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from or in any manner related to the use provided under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of

tangible property including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder.

(d) Business shall obtain and maintain liability insurance against claims for injury to persons or damage to property in the amount of One Million Dollars from a carrier with a current A.M. Best's rating of no less than A:VII. Business shall name the City of Turlock, its elective and appointive boards, officers, officials, agents, employees or volunteers as additional insureds under such policy and submit proof of insurance and endorsements to City before requested use of Property/Facility will be granted. Business's insurance coverage shall be primary insurance as respects City. Any insurance or self-insurance maintained by City shall be excess of Business's insurance and shall not contribute with it. Any variation in insurance requirements must be approved in advance by the City Attorney.

2. Unless otherwise terminated by City with or without cause upon five (5) days' written notice to Business, this Agreement and Business's use of said Property/Facility shall automatically terminate on _____.

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

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: _____

Title: _____

Print name: _____

Date: _____

5I

Council Synopsis

August 11, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Dawn Corbett, Staff Services Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a service agreement with St. Francis Electric, LLC, for Traffic Signal Preventative Maintenance and Repair Services, for a period of thirty-six (36) months, in an amount not to exceed $150,000 from Fund 216-40-421.43060_003 "Contract Service Signalization"

2. DISCUSSION OF ISSUE:

The purpose of this agreement is to maintain the traffic signal systems to operate in a manner they were originally designed for, so as to guide, regulate, warn and facilitate the orderly movement of traffic with due regard for the safety of life, limb, property of motorists, bicyclists and pedestrians who use the streets.

Staff is recommending an authorization to award Contract No. 15-096 with St. Francis Electric, LLC, who was also the lowest responsive and responsible bidder meeting all specifications. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c)(5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Purchasing Office solicited formal bids for Traffic Signal Preventative Maintenance and Repair Services on Request for Proposal (RFP) 15-321 by publishing the formal bid notice in the local newspaper, the City's website and the City Hall bulletin board as well as contacting potential bidders by fax or email. Three (3) vendors were solicited. Three (3) vendors submitted bids and no local vendor within the City limits submitted a bid.

City staff evaluated the bids. Award bid recap is shown below:

Description	Siemens Novato, CA	Bear Electrical Alviso, CA	St. Francis Electric San Leandro, CA
Traffic Signal Maintenance (1 year)	$164,137.80	$144,110.00	$111,880.00

St. Francis Electric, LLC will oversee the maintenance, modifications and general repairs of approximately 67 traffic signal devices to provide safe, reliable and efficient operation for roadway users. A large part of maintenance work is inspecting and replacing of traffic control equipment before it fails, including:

- Semi and annual inspections and testing of control equipment, intersection hardware, vehicle detector loops, pedestrian pushbuttons, poles, signs, signal heads, and mounting hardware.

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award the contract to the lowest responsive bidder meeting all specifications and requirements with St. Francis Electric, LLC, in an amount not to exceed $111,880.00. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c)(5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)
v) Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number:
216-40-421.43060_003 Contract Service Signalization

Fiscal impact to above line numbers: $150,000.00

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the service agreement. This alternative is not recommended because the City does not have available employees or resources to perform this service.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
ST. FRANCIS ELECTRIC, LLC
for
TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT NO. 15-096

THIS AGREEMENT is made this 11th day of August, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **ST. FRANCIS ELECTRIC, LLC**, a Limited Liability Company, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for traffic signal preventative maintenance and repair services ; and

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

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

1. SCOPE OF WORK: CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A, Exhibit B, Exhibit C, Section 1, and Section 2. CONTRACTOR shall provide Services that are acceptable to CITY.

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

4. COMPENSATION: CITY agrees to pay CONTRACTOR 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 CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Fifty Thousand and 00/100^{ths} Dollars ($150,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR 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 CONTRACTOR 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 Thirty-six months (36) beginning August 12, 2015 and ending August 11, 2018, subject to CITY's availability of funds.

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.

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

evidence of renewal may constitute a material breach of contract.

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 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: 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.

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, 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 (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, 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.

(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.

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

9. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONTRACTOR, its agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. 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 CONTRACTOR. It is understood by both 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.

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.

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

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

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

As an independent contractor, 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.

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

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

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

theft.

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after 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 CONTRACTOR'S Tax Status. If CITY determines that 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 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, 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, CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONTRACTOR'S work on the project. Further, if CITY so requests, and at CITY's cost, CONTRACTOR 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 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 CONTRACTOR, CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. 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. 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, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. 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. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR 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. 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.

17. 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 CONTRACTOR for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: 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.

19. INTEREST OF CONTRACTOR: 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. CONTRACTOR warrants that, in performance of this Agreement, CONTRACTOR shall not employ any person having any such interest. 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.

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or 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 CONTRACTOR may incur in performing such additional services, and CONTRACTOR shall not be required to perform any such additional services.

21. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or

copyrighted materials in the performance of this Agreement. CONTRACTOR shall furnish a warranty of such right to use to CITY at the request of CITY.

22. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

23. 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.

24. 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.

25. 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 CONTRACTOR'S charges to CITY under this Agreement.

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

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

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

28. COMPLIANCE WITH LAWS: 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 including, but not limited to prevailing wage laws, if applicable. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

30. ASSIGNMENT: This Agreement is binding upon CITY and CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor 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: CONTRACTOR shall maintain adequate records to permit inspection and audit of CONTRACTOR's time and material charges under this Agreement. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

32. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the

exclusive use of CITY and CONTRACTOR agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONTRACTOR without the prior written consent of CITY.

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: 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.*

34. 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 CONTRACTOR: **ST. FRANCIS ELECTRIC, LLC**
ATTN: GUY SMITH
975 CARDEN ST
SAN LEANDRO, CALIFORNIA 94577
PHONE: (510) 639-0639
FAX: (510)639-4653

for CITY: **CITY OF TURLOCK**
ATTN: LARRY GILLEY
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael Cooke, Director of Municipal Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

ST. FRANCIS ELECTRIC, LLC

By: _____

Title: _____

Print name: _____

Date: _____

FOR THE SUM OF One Hundred Thirty Six Thousand Eight Hundred Eighty Dollars, the undersigned hereby proposes and agrees that he will contract with the City of Turlock, California to furnish labor, materials, tools, and all incidental work and services required in the specifications, entitled "Request for Proposals – Traffic Signal System Preventive Maintenance. This sum represents a FIRM FIXED ANNUAL TARGET COSTS as detailed below:

Please indicate the annual costs for the following categories.

Item	Quantity in Units	Description	Unit Cost	Total Cost
1.	**Preventive Maintenance**			
A.	768 Signal - Months	Monthly, Quarterly, Semi-Annually (64) Traffic Signal Systems for one (1) year.	$ 68.00	$ 52,224.00
B.	144 Signal – Months	Monthly & Annual Inspection of twelve (12) Flashing Beacons & Radar Feedback Signs.	$ 40.00	$ 5,760.00
C.	4 Signal Turn-On Support	New Intersection Signal Turn-On Support for four (4) intersections.	$ 450.00	$ 1,800.00
2.	**Traffic Signal Repair/Accident Damage Repair**			
A.	*Materials*	*Estimated Cost of Materials for one (1) year*		
1.	$25,000.00	Percent Mark-up on Estimated Cost of Materials	10 %	$ ~~27,500.00~~ 2,500.00
B.	*Labor Estimated Straight Time*		*Hourly Rate*	*Total Cost*
1.	40 hrs	Signal Maintenance Supervisor	$ 90.00	$ 3,600.00
2.	152 hrs	Signal Maintenance Technician	$ 88.00	$ 13,376.00
3.	100 hrs	Traffic Signal Maintainer	$ 55.00	$ 5,500.00
4.	100 hrs	Traffic Signal Laborer	$ 55.00	$ 5,500.00
C.	*Labor, Estimated Overtime*			
1.	80 hrs	Signal Maintenance Technician	$ 134.00	$ 10,720.00
2.	20 hrs	Traffic Signal Maintainer	$ 134.00	$ 2,640.00
3.	20 hrs	Traffic Signal laborer	$ 90.00	$ 1,800.00
D.	*Vehicles & Equipment*	*Estimated Vehicles & Equipment for one (1) year*		
1.	230 hrs	Service Bucket Truck	$ 24.00	$ 5,520.00
2.	20 hrs	Hydraulic Crane Truck	$ 45.00	$ 900.00
		Total Project Bid (Basis for determining the Low Bidder:		**$ ~~136,880.00~~** $111,880.00
		Total Project Bid Amount x 1 Years:		**$ ~~136,880.00~~** $111,880.00

This contract requires State of California prevailing wage rates

In case of any discrepancy between unit prices and total cost of an item, the unit price shall prevail. The bid items listed above are intended to encompass all maintenance and repair work as called out in the technical specifications. If any item of work is not specifically mentioned, it shall be assumed to be included in the most appropriate bid item.

The estimate of maintenance and repair quantities hereinabove set forth is approximate only, being given as a basis for the comparison of quotes, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase the amount of any class or portion of the work or omit portions of the work as may be deemed necessary or expedient by the Municipal Services Director or his designee.

The following is required information. Any omission may be cause for rejection of Bid.

City of Turlock Tax Certificate
Does your firm hold at City of Turlock Business Tax Certificate? Yes No

If yes, number: 501059

Addendums (if applicable)
Bidder has examined and carefully studied the Bidding Documents and other related data identified in the bidding Documents and the following Addendum, receipt of which is hereby acknowledged.

ADDENDUMS

No. none	Date	Signed
No.	Date	Signed
No.	Date	Signed
No.	Date	Signed
No.	Date	Signed

Nondiscrimination Clause
In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall
also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontractors to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Contractor's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Contractor's License No. 1000022208 Expiration Date: 05/31/2017
Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

St. Francis Electric, LLC
Company Name

Signature of Authorized Representative

47-2615956
Federal Tax ID Number

ONE ORIGINAL AND ONE COPY OF THE COMPLETE BID PROPOSALS ARE REQUIRED. CONTRACTOR'S BID PROPOSAL WILL BE SUBMITTED ON BID PROPOSAL EXHIBIT 'A'.

FAILURE TO CLEARLY MARK THE ORIGINAL AND PROVIDE ORIGINAL SIGNATURE MAY RESULT IN A PROPOSAL BEING FOUND NON-RESPONSIVE AND GIVE NO CONSIDERATION.

NO CONTRACTOR OR SUBCONTRACTOR MAY BE LISTED ON BID PROPOSAL OR BID FOR PUBLIC WORKS UNLESS REGISTERD WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS PURSUANT TO LABOR CODE SECTION 1725.5

EXHIBIT B
REQUEST FOR PROPOSAL AND SPECIFICATION BID 15-321
TRAFFIC SIGNAL SYSTEMS PREVENTIVE MAINTENANCE
LIST OF INTERSECTIONS

	INTERSECTION	CONTROLLER TYPE	BATTERY BACK-UP
1	Broadway & A St	Type 170	No
2	Christoffersen Pkwy & Berkeley Ave	Type 170	Yes
3	Christoffersen Pkwy & Colorado Ave	Type 170	Yes
4	Christoffersen Pkwy & Crowell Rd	Type 170	Yes
5	Christoffersen Pkwy & Kilroy Rd	Type 170	Yes
6	Christoffersen Pkwy & Mountain View Rd	Type 170	Yes
7	Christoffersen Pkwy & N Olive Ave	Type 170	Yes
8	Christoffersen Pkwy & N Walnut Rd	Type 170	No
9	Countryside Dr & Home Depot	Type 170	Yes
10	Countryside Dr & Hotel Dr	Type 170	No
11	Countryside Dr & Kohls	Type 170	Yes
12	Countryside Dr & Tuolumne Rd	Type 170	Yes
13	Fulkerth Rd & Countryside Dr	Type 170	No
14	Fulkerth Rd & Tully Rd	Type 170	No
15	Geer Rd & Canal Dr	Type 170	No
16	Geer Rd & Christoffersen Pkwy	Type 170	Yes
17	Geer Rd & Hawkeye Ave	Type 170	No
18	Geer Rd & Minnesota Ave	Type 170	No
19	Geer RD & Monte Vista Ave	Type 170	No
20	Geer Rd & North Ave	Type 170	No
21	Geer Rd & Pedras Rd	Type 170	No
22	Geer Rd & Regis St	Type 170	No
23	Geer Rd & Springer Dr	Type 170	No
24	Geer Rd & Taylor Rd	Type 170	No
25	Geer Rd & Tuolumne Rd	Type 170	No
26	Golden State Blvd & Atherstone Rd	Type 170	Yes
27	Golden State Blvd & Canal Dr	Type 170	No
28	Golden State Blvd & Christoffersen Pkwy	Type 170	Yes
29	Golden State Blvd & Del's Ln	Type 170	Yes
30	Golden State Blvd & East Ave	Type 170	No
31	Golden State Blvd & F St	Type 170	Yes
32	Golden State Blvd & Geer Rd	Type 170	No
33	Golden State Blvd & Hawkeye Ave	Type 170	No
34	Golden State Blvd & W Main St	Type 170	No
35	Golden State Blvd & Marshall St	Type 170	No
36	Golden State Blvd & Monte Vista Ave	Type 170	No
37	Golden State Blvd & Olive Ave	Type 170	No
38	Golden State Blvd & Taylor Rd	Type 170	No
39	Golden State Blvd & Tuolumne Rd	Type 170	Yes

	INTERSECTION	CONTROLLER TYPE	BATTERY BACK-UP
40	Hawkeye Ave & Colorado Ave	Type 170	No
41	Hawkeye Ave & Del's Ln	Type 170	Yes
42	Lander Ave & D St/South Ave	Type 170	Yes
43	Lander Ave & High St	Type 170	No
44	Lander Ave & Linwood Ave	Type 170	No
45	E Main St & Canal Dr	Type 170	No
46	W Main & Fransil Ln	Type 170	Yes
47	W Main & Kilroy Rd	Type 170	Yes
48	W Main St & Lander Ave	Type 170	No
49	W Main St & Soderquist Rd	Type 170	No
50	W Main St & Washington Rd	Type 170	Yes
51	Monte Vista Ave & Berkeley Ave	Type 170	Yes
52	Monte Vista Ave & Colorado Ave	Type 170	Yes
53	Monte Vista Ave & Countryside Dr	Type 170	No
54	Monte Vista Ave & Crowell Rd	Type 170	No
55	Monte Vista Ave & Del's Ln	Type 170	No
56	Monte Vista Ave & Olive Ave	Type 170	No
57	Monte Vista Ave & Tegner Rd	Type 170	Yes
58	Monte Vista Ave & Walnut Rd	Type 170	No
59	Olive Ave & Broadway	Type 170	No
60	Olive Ave & Canal Dr	Type 170	No
61	Olive Ave & Center St	Type 170	No
62	Olive Ave & Delbon/North Ave	Type 170	Yes
63	Olive Ave & Hawkeye Ave	Type 170	No
64	Olive Ave & Palm St	Type 170	No
65	Orange St & South Ave	Type 170	Yes
66	Springer Dr & Walnut Rd	Type 170	Yes
67	Tegner Rd & Powers Ct	Type 170	Yes
68	Tuolumne Rd & Colorado Ave	Type 170	Yes
69	Tuolumne Rd & Olive Ave	Type 170	Yes
70	N Washington Rd s/o Fulkerth Rd (Blue Diamond)	Type 170	Yes
	UNDER CONSTRUCTION / WARRANTY		
	Fulkerth Rd & Dianne Dr/Auto Mall Dr	Type 170	Yes
	Christoffersen Pkwy & Fosberg Rd	Type 170	Yes

EXHIBIT C
REQUEST FOR PROPOSAL AND SPECIFICATION BID 15-321
TRAFFIC SIGNAL SYSTEMS PREVENTIVE MAINTENANCE CHECKLIST

	Recommended Interval:	***Months***			***Year***	
A. OPERATIONAL TESTING		***1***	***3***	***6***	***12***	***1***
1	*Observe intersection operations (4 cycles) form a drivers point of view (all directions)*	*X*				
2.	*Observe pedestrian head operations (all directions)*	*X*				

Recommended Interval:	**Months**			**Year**	
B. Cabinet (per unit)	**1**	**3**	**6**	**12**	**1**
1. Lubricate hinges and lock.			X		
2. Clean filters.			X		
3. Replace filters.				X	
4. Check weatherproof seal (gasket).				X	
5. Check anchor bolts.				X	
6. Check for water accumulation and duct sealant.				X	
7. Check ground rod clamp and wire.				X	
8. Check locks on the Police door for proper operation	S				
9. Check locks on main cabinet door for proper operation.	X				
10. Vacuum inside of police door area for dirt and dust removal.	X				
11. Vacuum inside of main cabinet area for dirt and dust removal.			X		
12. Check wiring schematics and records.				X	
13. Check operation of fan and heater.	X				
14. Check circuit breaker.				X	
15. Check ground fault receptacle.			X		
16. Measure voltages at service inputs in cabinet. (RECORD)			X		
17. Check and record current being drawn. (RECORD)			X		
18. Check to make sure intersection phasing card and timing sheet are in the cabinet and in good condition.	X				

Recommended Interval:	**Months**			**Years**	
C. Signal Heads (per unit)	**1**	**3**	**6**	**12**	**1**
1. Clean lenses, signs and reflectors. (RECORD)				X	
2. Check alignment and reposition if necessary.	X				
3. Check for wear on the wire span, signal wire and hardware.			X		
4. Check mast arms, free swinging signals; check clevis and chain.	X				
5. Check for cracks or rust in the hardware.	X				
6. Check for bent hoods, wing nuts and hinges.	X				
7. Replace substandard parts.	X				
8. Replace defective lenses and reflectors.	X				
9. Check locking ring (surface); install proper locking as required.			X		

10. Check condition of back plates (if used).	X				
Recommended Interval:	**Months**			**Year**	
D. Mast Arms and Poles (per unit)	**1**	**3**	**6**	**12**	**1**
1. Inspect for rust and spot paint as required.				X	
2. Inspect joints for rust/cracks at arm/upright location and base.				X	
3. Inspect anchor bolts for rust and tightness.				X	
4. Inspect horizontal and vertical angle of the arm.				X	
Recommended Interval:	**Months**			**Year**	
E. Span Wire and Poles (per unit)	**1**	**3**	**6**	**12**	**1**
1. Inspect poles.				X	
2. Check span wire.				X	
3. Check clamps and hardware.				X	
4. Lubricate hinges and lock.				X	
5. Check guy wire, anchor and guards.				X	
Recommended Interval:	**Months**			**Year**	
F. Push Buttons (per unit)	**1**	**3**	**6**	**12**	**1**
1. Check and actuate push buttons on each end of actuated crosswalks and visually verified pedestrian signal operation; very timing	X				
2. Check push button lamp (if one exists) for operation.	X				
3. Check push button signs; clean or replace if necessary.	X				
4. Check push button sign alignment.	X				
Recommended Interval:	**Months**			**Year**	
G. Detectors (per approach)	**1**	**3**	**6**	**12**	**1**
1. Visually inspect roadway along loop detector saw cut for exposed wires, cracks, potholes, etc.		X			
2. Check alignment for video type detectors; verify call inputs to controller phases.		X			
3. Video detector cameras shall be cleaned yearly in the month of August.				X	
4. Check Sensys Networks vehicle detection system. Record & Notify		X			

Recommended Interval:	**Months**			**Year**	
H. Amplifiers	**1**	**3**	**6**	**12**	**1**
1. Check if the detector is detecting vehicles within its design zone of detection.	X				
2. Tune the detector if necessary.	X				
3. Check if the connectors are tight and secure.		X			

Recommended Interval:	**Months**			**Year**	
I. Junction Boxes and Hand holes (per unit)	**1**	**3**	**6**	**12**	**1**
1. Check integrity of the splices.			X		
2. Check the ground rod, clamp connection and bonding of conduits.			X		

Recommended Interval:	Months			Year	
I. Junction Boxes and Hand holes (per unit) ....continues	**1**	**3**	**6**	**12**	**1**
3. Check the insulation.				X	
4. Check for abnormal amount of water.				X	
5. Check lid for abnormal condition and fit.				X	
6. Check for missing lids.				X	
7. Check for standing water in boxes and conduits.				X	
8. Check for dirt accumulation from ants and gophers.				X	

Recommended Interval:	Months			Year	
J. Relays	**1**	**3**	**6**	**12**	**1**
1. Check for burned, pitted or discolored contacts.				X	
2. Check for tight and secure fit into the sockets.				X	
3. For latch-type relays, check for latch operation per manufacturer's recommendations.					X

Recommended Interval:	Months			Year	
L. Switches	**1**	**3**	**6**	**12**	**1**
1. Verify operation of each switch position.				X	

Recommended Interval:	Months			Year	
M. Terminal Connections	**1**	**3**	**6**	**12**	**3**
1. Check visually for signs of corrosion or any abnormal conditions.				X	
2. Tighten all terminal connections.				X	

Recommended Interval:	Months			Year	
N. Solid State, Analog and Microprocessor-based Control Equipment (per unit)	**1**	**3**	**6**	**12**	**1**
1. Check if the time settings match the master time sheet.	X				
2. Check if all indicator lamps on the modules are working; replace failed lamps.	X				
3. Check for extension by detector actuation.	X				
4. Check if modules are fitting tight and secure into the frame.	X				
5. Wipe dust off controller, detectors and auxiliary equipment.		X			
6. Replace prom module back-up battery. Record					X

Recommended Interval:	Months			Year	
O. Conflict Monitor	**1**	**3**	**6**	**12**	**1**
1. Replace with bench-tested unit. Record Serial Numbers,				X	

Recommended Interval:	Months			Year	
P. Load Switches	**1**	**3**	**6**	**12**	**1**
1. Check if load switch packs are fitting tight and secure into their chassis.	X				

Recommended Interval:	Months	Year

Q. Auxiliary Logic	1	3	6	12	1
1. Check operation.				X	

Recommended Interval:	Months			Year	
R. Relays	1	3	6	12	1
1. Check mercury relays (if used) for excessive splash.				X	

Recommended Interval:	Months			Year	
S. Switches	1	3	6	12	3
1. Check for loose wires.				X	

Recommended Interval:	Months			Year	
T. Terminal Connections	1	3	6	12	3
1. Check for discoloration and tightness.				X	

Recommended Interval:	Months			Year	
U. Interconnected Equipment (per unit)	1	3	6	12	3
1. Check if controller operates in the mode selected by the supervisory master (i.e., time-based coordinator)		X			
2. Disconnect from the master supervisory system and check for "free operation".			X		
3. Check any special equipment per manufacturer's recommendations.	As required				

Recommended Interval:	Months			Year	
V. Miscellaneous	1	3	6	12	3
1. Record all changes in timing, wiring or any function.	As required				
2. Record current flow at unmetered installations.	As required				

Recommended Interval:	Months			Year	
W. 3M Opticom Emergency Pre-Emption Equipment	1	3	6	12	3
1. Check operation for all legs of intersection.		X			

Recommended Interval:	Months			Year	
X. Battery Back-up System	1	3	6	12	3
1. Check battery back-up system operation.		X			
2. Check battery.			X		
3. Check Radar Speed Advisory Signs.	X				
The checks and inspections in Exhibit B (**Table I**) will permit the signal technician to use visual and auditory senses, experience, common sense and test equipment to evaluate the actual field condition.					
The signal technician shall be trained in the maintenance and protection of traffic in accordance with the **Manual on Uniform Traffic Control**					

Devices and applicable state or local standards. Before any on the street check or tests are performed, the signal mechanic or technician shall install all the applicable warning signs, channelization devices and similar controls necessary to ensure safe operation of the intersection during preventive maintenance.					
Each maintenance inspection shall be conducted by at least one signal technician. An inspection report should be completed for each inspection indicating the location, date, inspector's name, a list of all maintenance tasks performed and troubles found. One copy of each inspection report shall be required and should be completed for each inspection indicating the location, date, inspector's name, a list of all maintenance tasks performed and troubles found. One copy of each inspection report shall be required and shall be kept at the intersection.					

SECTION 1
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 11-224
TRAFFIC SIGNAL SYSTEMS PREVENTIVE MAINTENANCE

SPECIFICATIONS

The following specifications are provided to allow prospective bidders the opportunity to submit their Bids on equipment and a service which the bidder feels best meets or exceeds the City's requirement.

1.1 SCOPE OF WORK

The work to be done under this contract consist of providing all tools, equipment, apparatus, facilities, labor, incidentals, and material and perform all work necessary to maintain traffic signal systems within the City of Turlock. The list of Traffic Signal System is hereby attached as Exhibit 'B' and the Preventive Maintenance as Exhibit 'C'.

1.2 QUALIFIED PERSONNEL

The signal technician shall be trained in the maintenance and protection of traffic in accordance with the Manual on Uniform Traffic Control Devices and applicable state or local standards. Before any on-the-street checks or tests are performed, the signal mechanic or technician shall furnish and install all the applicable warning signs, channelization devices, and similar controls necessary to ensure safe operation of the intersection during preventive maintenance.

1.3 MAINTENANCE INSPECTION REPORTS

Each maintenance inspection shall be conducted by at least one signal technician. An inspection report shall be completed for each inspection indicating the location, date, inspector's name, a list of all maintenance tasks performed, and troubles found. One copy of each inspection report shall be required and shall be kept at the intersection. Contractor shall provide a website (updated daily) where the City shall be able to review and obtain the status of work completed on signal complaints. The detail of the work performed shall include the Intersection, Caller, Call Type, Call Time, Problem, Response, Completed and Work Order Number.

1.4 CONTRACTOR EMPLOYEE UNIFORMS

All employees of the Contractor shall wear uniform style shirts bearing the Contractor's business name while performing contract services upon the sites contracted. A list of the employees of the firm must be submitted to the City's representative, when Contractor is awarded the bid. Contractor's vehicles shall be identified with the Contractor's name and/or logo on both the driver's & passenger's side doors.

1.5 METHODS OF COMMUNICATIONS

The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contact shall have telephone communication capability.

1.6 WORKING HOURS

The Contractor's working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays.

The Contractor shall notify the Municipal Services Manager within 48 hours prior to beginning work.

The Contractor shall not work outside the above-mentioned working hours without prior written consent of the Municipal Services Manager.

Designated Legal holidays are:

New Year's Day	January 1
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25✦ **Day before or day after**

When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

1.7 JOB SITE PERFORMANCE

If the Utilities Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Utilities Manager or his designee will correct the deficiency by any means possible and then bill the contractor.

SECTION 2
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 11-224
TRAFFIC SIGNAL SYSTEMS PREVENTIVE MAINTENANCE

TECHNICAL SPECIFICATIONS

2.1 GENERAL

The work to be done under this contract consists of providing all tools, equipment, apparatus, facilities, labor, incidentals, and material, and perform all work necessary to maintain traffic signal systems within the City of Turlock. The Traffic Signal Systems list to be maintained is hereby attached as Exhibit "B".

2.2 DEFINITIONS

Wherever in these Specifications and other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

A. Accident: An event or happening that is not expected, foreseen or intended, including but not limited to traffic accidents.

B. City: The City of Turlock, for the purpose of an agreement for traffic signal maintenance at various intersections city-wide pursuant to these Specifications.

C. Contract: The Request for Quotes for Traffic Signal Maintenance Services, Quote for Traffic Signal Maintenance Services, Traffic Signal Maintenance Specifications, Faithful Performance Bond, Standard Plans, and Standard Specifications of the State of California, Department of Transportation, latest edition, dated May 2006.

D. Contractor: The person, firm, partnership or corporation to whom this contract is awarded by City and who is subject to the terms thereof.

E. Municipal Services Department: Director of Municipal Services Department of the City of Turlock, California, or authorized representatives limited to the particular duties entrusted to them.

F. Emergency: When used in connection with the contract, shall mean a traffic accident, malfunction or occurrence that renders the signal or intersection inoperable or hazardous to the orderly movement of traffic. Service rendered for emergencies shall have priority over all other services or maintenance repairs.

G. Engineer: The Director of Development Services Department of the City of Turlock, California, or authorized representatives designated to the particular duties entrusted to them.

H. Equipment: The equipment, machinery and/or vehicles required to perform the work described in these Traffic Signal Maintenance Specifications.

I. Hourly Rates: The hourly rates are the rates bid for vehicles and equipment and shall be used until the daily rate is reached, then the daily rate will apply for that day.

J. Intersection: For the purpose of this contract, an intersection shall be defined as the combination of all intersecting streets signalized by a singly housed control mechanism which is identified on the attached Exhibit A, List of Signalized Intersections.

Interconnect equipment and modules, preemption equipment, advance warning flashers and battery back-up system shall be considered associated with the intersection where it is physically located or to which it is nearest.

K. Job Descriptions:

1. Signal Maintenance Supervisor:

Responsible for all field and laboratory repair work. The Supervisor must be available for advice and opinions as covered by the specifications. Acts as liaison provides technical data and assists Municipal Services Department or Engineer with traffic signal systems diagnostics. Guides and assists Signal Maintenance Technicians, Traffic Signal Maintainers, and Traffic Signal Laborers in the performance of their duties.

2. Signal Maintenance Technician:

Primary duties are to troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties required for preventative maintenance. Technician must perform a complete repair and maintenance of all controllers, detectors and associated devices, which are brought to the laboratory from the field for repairs. Must have training and a minimum of six (6) months experience in laying out and troubleshooting Sensys Networks vehicle detection system.

3. Traffic Signal Maintainer:
Primary duties are as directed by Signal Maintenance Supervisor in assisting Signal Maintenance Technicians with preventative maintenance tasks, traffic signal system repairs and other non-technical duties as assigned.

4. Traffic Signal Laborer:

Primary duties are to assist the Traffic Signal Maintainer with preventative maintenance tasks and other non-technical duties as assigned.

L. Laboratory: The designated laboratory authorized by the City to test materials and equipment associated with work under this Contract.

M. Quote: The written offer of the Contractor to perform the work made upon the approved form on which the City requires formal quotes to be submitted.

N. Performance Bond: Security, in the amount of 100% of the Contract amount, furnished by the Contractor, upon award of the Contract, as a guarantee that said Contractor will perform all Traffic Signal Systems maintenance and repair work in accordance with the provisions of the Contract.

O. Rental Equipment: Equipment required by the Contractor, other than vehicles, for Accident Repair or Traffic Signal Systems Repair which is not owned by the Contractor.

P. Response Time: Response time is the time elapsed between receipt of notification by the Contractor that service or repairs are required and the time the employees arrive at the intersection with the necessary tools and equipment to affect such service or repair.

Q. Service: When used in connection with the contract, shall mean that the Contractor shall proceed without undue delay and within the response time to the location of the signal system which has been reported inoperative and shall service, repair, replace parts, or place in temporary operating condition, or otherwise activate damaged or inoperative equipment when notified either orally or in writing by the Municipal Services Department or the Police Department.

R. Signal Setting: The time intervals established for traffic signal controller functions, interconnect system functions, emergency vehicle and railroad preempt functions, and vehicle detector operations.

S. Standard Specifications: Wherever the term "Standard Specifications" is used in these Specifications, it shall mean the State of California, Department of Transportation Standard Specifications, latest edition. In case of conflict between the State of California Standard Specifications and these Traffic Signal Maintenance Specifications, these Traffic Signal Maintenance Specifications shall take precedence over and be used in lieu of such conflicting portions. Any item not covered in these Traffic Signal Maintenance Specifications shall be performed, in accordance with the appropriate section of the Standard Specifications.

T. Traffic Signal System: All traffic control signal equipment, battery back-up system, radar speed advisory signs, and flashing beacons as described in these Specifications under the jurisdiction of the City as well as all future installations which may be included under the terms of the maintenance contract by mutual agreement of the City and the Contractor. Traffic signal installation shall also include al advanced flashing beacons related to that intersection.

U. Unit Price Schedule: The unit prices set forth by the Contractor in the Quote.

V. Vandalism: The willful destruction or defacement of traffic signal systems, including signal cabinets. This does not include graffiti.

W. Work: All the work specified, mentioned or indicated in any and all documents comprising the contract.

2.3 STATEMENT OF WORK

The purpose of this contract is to maintain the traffic signal systems to operate in a manner that they were originally intended, so as to guide, regulate, warn and facilitate the orderly movement of traffic with due regard for the safety of life, limb and property of motorists, bicyclists and pedestrians who use the streets. Therefore, time is of the essence in the execution of a Contract.

A. Preventative Maintenance: The work to be done consists of providing monthly inspections, semiannual inspections, preventative maintenance, traffic signal repairs, service, and consultation for estimates, records and supervision for the maintenance of traffic signals within the City.

The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and materials, and perform all work necessary to maintain in good workmanlike manner all of the traffic signal systems listed in the Contract Documents covering the work. The Contractor shall carry on a program of continuing comprehensive preventative maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints and extend the useful life of the equipment.

B. Traffic Signal Repair: This work consists of correcting signal deficiencies except those which are the result of accident damage, vandalism, or obsolescence. Signal repair includes repair needed to correct equipment deterioration, malfunction or failure. Traffic signal detectors in the pavement, video, and wireless vehicle detection, their lead-in cables and pedestrian signal indication equipment shall be included in this work.

C. Accident Damage Repair: This work consists of repairing damage to traffic signal systems resulting from traffic accidents. Accident damage repair work includes cleanup of debris from an accident, erection of barricades or signs or hookup of a temporary signal or controller. The Contractor shall, if necessary, install and connect temporary poles and signals, and shall do whatever is required to give adequate warning to the public of any dangerous conditions to be encountered as a result thereof, and shall also erect and maintain such warning and directional signs as may be required by the current Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways, as published by the State of California, Department of Transportation. All temporary signals, controllers or other equipment shall provide the same functional capability as the original installation.

D. Signal Setting: Time intervals for traffic signal controller functions, interconnect system functions, emergency vehicle and railroad preempt functions and settings for vehicle detector operations shall be established by the City. The Contractor shall be responsible to see that the signal settings so established are maintained. The Contractor may make changes, when authorized by the Municipal Services Department, if required on a temporary basis due to traffic signal malfunctions such as detector failures.

E. Traffic Signal System Modification: Whenever the City deems it necessary to make modifications to existing equipment, the Municipal Services Department shall request a quote from the Contractor to make the necessary modifications.

The City reserves the right to get additional quotes from other contractors. The contractor submitting the lowest or best quote may be authorized by the Municipal Services Department to proceed with the modifications.

F. Testing and Inspection: The Contractor shall provide a service to test and certify traffic signal controllers, cabinets and equipment. This testing service will include an environmental testing chamber, allowing the City to test the entire signal control cabinet for compliance with NEMA and Caltrans testing standards. Testing shall conform to Section 86-2.14, "Testing" of the Standard Specifications. The Contractor will certify and furnish the Municipal Services Department with a report of the operational tests and discrepancies found and/or corrected.

G. Vandalism: This work consists of repairing damage to traffic signal systems which has been caused by acts of vandalism. This work shall not include painting over and or removal of graffiti.

H. Painting: The Contractor shall offer a service to paint metal traffic signal heads, back plates, visors, frameworks, cabinets and other incidental items. Painting of traffic signal equipment shall conform to Sections 86-2.16, 59 and 91 of the Standard Specifications.

2.4 PROSECUTION OF THE WORK

A. Closure of Lanes: Whenever it is necessary to block any traffic lanes to complete any portion of the work, the Contractor shall notify the City's Police Department, as well as the Municipal Services Department. Closure plans and times scheduled shall be subject to the approval of the Municipal Services Department. At least one (1) lane of traffic shall be kept open in each direction at all times.

B. Construction Signs and Barricades: The Contractor shall provide and erect flags, signs, flashing lights and barricades as may be required to properly protect the workers and motoring public when repairs are being performed on or near the roadway. All signs and devices used shall conform to the current *Manual on Uniform Traffic Control Devices*, as published by the State of California, Department of Transportation.

Failure on the part of the Contractor to provide adequate signing and barricading will be the authority for the City to provide such protection as is necessary by City forces or independent contractor. All costs of protection so provided shall be deducted from the monthly maintenance charges of the Contractor until the bill is satisfied.

C. Consultation: The Contractor shall designate representatives in the organization (Signal Maintenance Supervisors), one of whom shall be available at all times to the Municipal Services Department for consultation at no added expense to the City. This consultation shall consist of cost estimates for traffic signal repairs, accident damage repairs and replacement of obsolete or deteriorated equipment, explanations of functional capabilities and operational characteristics of the signal systems and recommendations on anticipated changes in the signal systems. The Contractor shall furnish the names, addresses and telephone numbers of the representatives to the Municipal Services Department and Engineer.

D. Disabled Equipment: The Contractor shall promptly notify the Municipal Services Department of the disablement of any piece of equipment on any system due to an accident or other causes, such as damaged cable, broken parts or other difficulties when such pieces of equipment cannot be readily repaired, making it necessary to discontinue normal operation of all or part of the system. After 5:00 p.m., before 7:00 a.m., weekends and holidays, the City's Police Department shall also be notified of such occurrences; i.e., if the system must be placed in a flashing mode of operation.

E. Experience. The Contractor shall retain, on a full-time basis, qualified engineering or technical personnel capable of, and available for, maintenance and overhaul work on the control mechanisms (Signal Maintenance Technicians). The Contractor must have as part of the work force personnel having a minimum of two (2) years of working experience on the types of controllers listed on the attached Exhibit A.

F. Maintenance Facilities: The Contractor shall maintain adequate storage and shop repair facilities to perform this contract, including a sufficient stock of spare parts, standby controllers and signal equipment to effect permanent repairs to the system within a fifteen (15) day period. Failure to effect permanent repairs within this time limit shall be sufficient cause for the City to authorize repairs to be completed by others. Repetitive failure shall be sufficient cause to the City to cancel the Contract.

G. Preventative Maintenance: Preventative Maintenance Program shall include, but is not limited to, the following:

1. Monthly Inspections: A monthly inspection of each traffic signal system and flashing beacon system shall be accomplished, at which time all of the following steps will be taken and a report stored in the traffic signal controller cabinet (see Exhibit C – Preventive Maintenance Checklist). Inspection reports shall be completed on, or before, the 10th day of the following month.

2. Quarterly Inspections: A quarterly inspection of each traffic signal system and flashing beacon system shall be accomplished, at which time all of the following steps will be taken and a report stored in the traffic signal controller cabinet (see Exhibit C – Preventive Maintenance Checklist).

3. Semiannual Inspections: Semiannual inspections shall be accomplished, at which time all of the following steps will be taken and a report stored in the traffic signal controller cabinet (see Exhibit C – Preventive Maintenance Checklist).

4. Annual Inspections: Semiannual inspections shall be accomplished, at which time all of the following steps will be taken and a report stored in the traffic signal controller cabinet (see Exhibit C – Preventive Maintenance Checklist).

3. Controller Service: Controller assemblies including, conflict monitors, detector sensors, preempt equipment, auxiliary equipment, and appurtenances, such as contactors, detectors, transformers and related items, shall be serviced and overhauled as recommended by the manufacturer. The Contractor shall accept the cost and responsibility for replacing parts under the provisions of the preventative maintenance program. When total controller mechanisms become obsolete or deteriorated to the point of being beyond repair, the Contractor shall report such conditions to the City and provide evidence that replacement is necessary. The Contractor shall prepare estimates indicating the breakdown of material and labor costs for replacement of control mechanisms and submits this information to the City.

No permanent change of control mechanisms shall be done without prior approval of the Municipal Services Department.

4. Lamp Replacement: The Contractor shall replace LED indications as burnouts occur. Compensation for LED indication replacement shall be actual cost plus percent overhead quoted on the appropriate unit price schedule.

LED's in flashing beacons shall be replaced as burnouts occur.

LED's for vehicular signal faces shall conform to the Institute of Transportation Engineers" "Standard for Traffic Signal Lamps" and the following:

LED's for the 8" indications shall be minimum 665-lumen rated initial output, 120-volt, 8,000-hour rated life, clear, krypton type traffic signal lamps or approved equal.

LED's for the 12" indications shall be 1,950-lumen rated initial output, 120-volt, 6,000-hour rated life, clear, krypton type traffic signal lamps or approved equal.

LED's for pedestrian signals shall be as recommended by the manufacturer.

5. Records: The following records, covering signal maintenance activities, shall be maintained by the Contractor:

a. A record of all service calls, repairs, monthly and semiannual inspections and pertinent data pertaining to each individual intersection shall be kept in the controller cabinet on a form approved by the Municipal Services Department. Contractor shall maintain a copy of the records on their website.

b. Signal timing charts will be kept in controller cabinets to record signal timing settings and dates of changes. Only the Municipal Services Department shall authorize timing changes. The Contractor may make changes required on a temporary basis due to maintenance operation, such as detector failures.

c. A stock of blank records shall be provided in each controller cabinet. After completing the maintenance record, the Contractor shall leave a copy in the cabinet.

d. A record of the results of the semiannual inspections of the detectors shall be made and a copy will be included in the controller cabinet.

e. A record of the results of the annual test of the Conflict Monitor shall be made. A copy of this record shall be included in the controller cabinet.

6. Spare Equipment: The Contractor shall be responsible for furnishing all spare standby controllers necessary to maintain the continued safe, efficient operation of the signals whenever the original unit is withdrawn for maintenance repair or alteration. Standby controllers shall be of the same type as those in operation at the intersection and shall contain all of the control features unless specific authority is granted for variance by the Municipal Services Department. No separate extra rental or compensation shall be paid for such usage of standby controllers. The Contractor shall also have spare Sensys Wireless Vehicle Detection System equipment. This spare equipment shall include Access Point, Repeater, Contact Closure Card and two (2) flush-mount wireless sensors.

H. Response Time: The maximum response time for emergency repairs and accident damage repairs shall be one (1) hour, unless a delay exceeding one (1) hour can be justified in writing. Permanent repairs shall be completed as soon as possible and, in all cases, in less than fifteen (15) days, unless extended, in writing by the Municipal Services Department, due to unusual circumstances. (The Municipal Services Department may extend the maximum repair time if materials are unavailable.) The work shall be performed to the satisfaction of the Municipal Services Department. The Contractor shall conduct all operations so as to cause the least possible inconvenience to the public.

I. Salvaged Signal Equipment: The Contractor shall deliver any salvaged equipment or materials to the location within the City's jurisdiction designated by the Municipal Services Department.

J. Service: Service shall be provided on a 24-hour-per-day, 7-day-per-week basis. Immediate action shall be taken to safeguard the public at any time a signal installation becomes partly or fully inoperative from any cause whatsoever.

K. Subcontracting: The Contractor shall not subcontract any part of this maintenance contract work and shall not retain another organization to perform maintenance or overhaul of traffic signal mechanisms unless specifically authorized by the Municipal Services Department.

L. Traffic Signal Turnoffs: The Contractor shall notify the City's Police Department and the Municipal Services Department, or his authorized representative, of any signal turn-offs or turn-ons necessitated by maintenance operations when such turn-offs or turn-ons will require enforcement personnel assistance. Temporary stop signs shall not be installed.

M. Unauthorized Work: The Contractor shall promptly report to the Municipal Services Department any unauthorized construction or repair work being done by others upon the City's equipment being maintained by the Contractor. The Contractor shall also report any construction or repair work in progress which work may endanger or damage the equipment of the system.

N. Unsatisfactory Work: Any maintenance operations found unsatisfactory, any equipment found not properly maintained or any repair or extra work found necessary by the Municipal Services Department shall be reported to the Contractor and confirmed in writing. Upon receipt of such report, the Contractor shall immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. The Contractor shall submit a report to the Municipal Services Department indicating that the work covered by the Municipal Services Department Report has been completed, giving the date of completion of the work.

O. Work Force: The Contractor shall at all times maintain a force of qualified traffic signal maintenance personnel sufficient to perform the work required and described herein. The force of qualified workers shall be sufficient to respond to emergency calls, which may be received at any time, and to promptly make temporary and permanent repairs.

2.4 MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the Standard Specifications and these Traffic Signal Maintenance Specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be of the best grade of the respective kinds for the purpose. Where equipment, materials or articles are referred to in the Standard Specifications and these Traffic Signal Maintenance Specifications as equal to any particular standard, the Municipal Services Department will decide the question of equality.

All work to be done shall be in accordance with Section 86 and all other applicable sections of the latest published edition of the Standard Specifications of the Department of Transportation, State of California, as revised. Where there are conflicts between the State Specifications and other authorities cited, not including special conditions specifically discussed herein, the Standard Specifications shall prevail.

A. Codes and Orders: Where applicable, all materials shall bear the label of the Underwriters Laboratories, Inc., and all work performed shall conform to the National Electric Code, hereinafter referred to as the Code, the Electrical Safety Orders of the Division of Industrial Safety, Department of Industrial Relations of the State of California, and the rules for overhead and underground line construction of the California Public Utilities Commission, local ordinances of the City, regulations of the local utilities and to the satisfaction of the Municipal Services Department. All phases of the work are subject to the inspection of the Municipal Services Department.

B. Replacement Equipment: Wherever replacement of material or equipment in accordance with the State Specifications may cause an obvious difference in either the appearance or operation of the system or would be in any way incompatible with other equipment now in use, the Contractor shall so inform the Municipal Services Department, and if approved the Contractor may replace such equipment in kind or in modified form.

2.5 MEASUREMENT AND PAYMENT

A. Accident Damage Repair: Compensation for this work shall be in accordance with the unit prices quoted for material, labor and equipment for Traffic Signal Repair.

B. Authorization: Authorization may be given orally by the Municipal Services Department when the estimated cost for accident damage repairs, signal system modifications, or vandalism is less than Three Thousand Five Hundred Dollars ($3,500). All work in excess of these amounts must be authorized in writing by the Municipal Services Department.

C. Equipment: Compensation shall be made at the rates for equipment established by the appropriate unit price schedule.

D. Contract: The successful bidder will be required to enter into a Contract with the City of Turlock. The Contract shall remain in force for a period of thirty-six (36) months, at which time it shall terminate unless prior to that date the City of Turlock notifies the Contractor in writing that it elects to extend the Contract for an additional thirty-six (36) months period. 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.

E. Invoices: The Contractor shall submit a single itemized invoice each month for traffic signal service, listing each intersection, to the Municipal Services Department for approval. The invoice shall indicate the actual labor (hours per employment classification and individual classification rates), material, and equipment units utilized with their cost to the City shown together with separate indication of the material markup.

F. Materials: Compensation for this item shall be actual cost plus percent overhead quoted on the appropriate unit price schedule. The Contractor shall attach a copy of the actual invoice for materials to his/her monthly invoice.

G. New Signal Installation: When new traffic signals are accepted into service by the City, they will be included in the contract at the applicable labor, materials and overhead rates commencing on the date of acceptance of the traffic signal work. The Contractor shall, upon notification by the Municipal Services Department, begin immediately to service such signalized intersections and shall provide Traffic Signal Maintenance and Repair Service as required. Preventative Maintenance and Traffic Signal Repairs shall be provided at the same rates quoted for the existing system.

H. Painting: Compensation for this work shall be in accordance with the unit prices provided for materials, labor and equipment in the same manner as Traffic Signal Repair.

I. Preventive Maintenance: Compensation for this work shall be made at the monthly rate therefore based on the appropriate unit price schedule. Should the Contractor fail to perform any of the items listed in Section 2.4 "Prosecution of Work," Paragraphs A-H, it shall be deemed that preventive maintenance for that intersection for that month has not been performed. The monthly rate for that intersection for that month will not be paid.

J. Rental Equipment: Compensation for this item shall be actual cost plus the percent overhead on the appropriate unit price schedule. The Contractor shall provide a copy of the actual invoice for any rented equipment along with a written explanation describing the need for said equipment.

K. Signal System Modification: Compensation for this work shall be in accordance with the unit prices provided for materials, labor and equipment in the same manner as Traffic Signal Repair. The City reserves the right to advertise for competitive bids to effect repairs or modifications on any system.

L. Signals Under Construction: Any necessary service performed on a new traffic signal between the time of turn-on and acceptance by the City will be paid for in the same manner as Traffic Signal Repair.

M. Signals Under Warranty: New signals which are covered by manufacturer's material and workmanship warranty shall be serviced by the Contractor, as in all other installations on the signal system, except that where parts or material become defective during this warranty period, the Contractor shall notify the Municipal Services Department so that the warranty may be exercised. The City shall be responsible for exercising warranty and paying for labor, equipment and materials as provided in these Traffic Signal Maintenance Specifications.

N. Testing and Inspections: Compensation for this work shall be in accordance with the unit prices provided for materials, labor and equipment in the same manner as Traffic Signal Repair.

O. Traffic Signal Repair: Compensation for this work shall be made at the rates for materials, labor and equipment as established by the appropriate unit price schedule.

P. Unit Price Schedule: At all times these contract documents are in effect, the prices paid shall be determined by the applicable unit prices bid times the total number of intersections or units used. Signalized intersections and other traffic warning and control equipment may be added or deleted by the City after the signal maintenance contract has been executed by all parties.

Q. Vandalism: Compensation for this work shall be in accordance with the unit prices provided for materials, labor and equipment in the same manner as Traffic Signal Repair.

R. Discrepancies: The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract. The Contractor shall provide the Municipal Services Department with written notice of a potential claim which will set forth the reasons for which the Contractor believes additional compensation will or may be due.

Claims (demands for monetary compensation or damages) arising under or related to performance of the Contract shall be resolved by arbitration unless the City and the Contractor agree in writing, after the claim has arisen, to waive arbitration and to have the claim litigated in a court of competent jurisdiction.

S. Payments: Payments will be made within 30 days following the receipt and approval by the Municipal Services Department of the Contractors single itemized invoice.

T. Contract Termination: The Contract may be terminated at any time by the City if it is determined that the Contractor is unable to fulfill his/her responsibilities in accordance with the terms of the Contract documents.

5J

Council Synopsis

August 11, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the service agreement with Hilmar Ready Mix of Hilmar for Porta-Mix concrete for Municipal Services Utilities Division for a period of twelve (12) months, in an amount not to exceed $12,000

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No.15-082 with Hilmar Ready Mix of Hilmar, the only responsible bidder meeting all specifications. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Contract shall be awarded by the Council to the lowest responsive bidder except as otherwise provided.

The Purchasing Office solicited informal bids for Porta-Mix concrete in a Request for Quotation (RFQ) 15-325 by direct mail requests by contacting three (3) vendors to submit quotations. Three (3) vendors were solicited and only one vendor submitted a bid.

Item#	Bidder	¼ Yd.	½ Yd.	¾ Yd.	1 Yd.	1-1/4 Yd.
1	Hilmar Ready Mix Hilmar, CA	$42.50	$65	$80	$100	$115
2	Central Valley Concrete	No Bid				
3	Calaveras Materials, Turlock	No Bid				

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements with Hilmar Ready Mix of Hilmar, in an amount not to exceed $12,000.

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:

Currently budgeted at line numbers:

410-51-530.44001_000	WQC General Supplies
410-51-531.44001_000	Sewer General Supplies
410-51-532.44001_000	Storm General Supplies
420-52-550.44001_000	Water General Supplies

(Cost will be split based on usage)

Fiscal impact to above line numbers: $12,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not award the agreement for Porta-mix. This alternative is not recommended; staff would have to call on a weekly basis for competitive prices on concrete needed for maintenance projects. This would cause administrative costs to rise considerably and could cause disruption in work schedules and delivery of material.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
HILMAR READY MIX
for
PORTA-MIX CONCRETE

CONTRACT NO.15-082

THIS AGREEMENT is made this 11th day of August, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and HILMAR READY MIX, a California Limited Liability Company, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for porta-mix concrete for small City projects on a "As Needed" basis; and

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

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

1. **SCOPE OF WORK:** SUPPLIER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. SUPPLIER shall provide Porta-Mix that are acceptable to CITY.

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

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

4. **COMPENSATION:** CITY agrees to pay SUPPLIER 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 SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twelve Thousand and No/100^{ths} Dollars ($12,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning September 1, 2015 and ending August 31, 2016, subject to CITY's availability of funds.

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 SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

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

(1) Insurance Services Office Commercial General Liability coverage

(occurrence Form CG 00 01) with an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or SUPPLIER shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal or material change.

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

(e) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

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

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

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

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

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

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

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

If in the performance of this Agreement any third persons are employed by

SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the SUPPLIER.

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

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

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

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

22. CERTIFIED PAYROLL REQUIREMENT: For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

23. 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.

24. 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.

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

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

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

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

28. COMPLIANCE WITH LAWS: SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business license.

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

31. RECORD INSPECTION AND AUDIT: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

for SUPPLIER: **HILMAR READY MIX**
ATTN: ERIC D YONAN, OWNER
PO BOX 520
HILMAR, CA 95324
PHONE: (209) 664-1717
FAX: (209) 664-1720

for CITY: **CITY OF TURLOCK**
ATTN: LARRY GILLEY, UTILITY MANAGER
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael Cooke, Director of
Municipal Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

HILMAR READY MIX

By: _____

Title: _____

Print name: _____

Date: _____

CITY OF TURLOCK PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380-5454

REQUEST FOR QUOTATION

EXHIBIT A

THIS IS NOT AN ORDER

(209) 668-5599 Ext. 4406

Kindly refer to our quotation Number on Envelope when Submitting Quotation

ALL QUOTATIONS MUST BE SIGNED

Date	Quotation No.	Respond No Later Than:	ITEM(S) REQUIRED WITHIN
6/8/2015	15-325	THURSDAY, JUNE 18, 2015 BY 3 P.M.	30 day of order

TO

HILMAR READY MIX
Company Name

PO Box 520
Address

HILMAR, CA 95324
City/State/Zip Code

209-664-1717
Phone Number

209-664-1720
Fax Number

rdhbanshee97@yahoo.com
Email Address

1. Quotation are requested for furnishing the items described below in accordance with terms set forth herein. All quotations must be F.O.B. destination and include cost of boxing & cartage to delivery point stated below.
2. Unless specifically noted, substitutes may be offered if they are equal to or exceed the quality of the item described below.
3. Attach complete specifications for any substitution offered, or when amplification is desirable.
4. A clear and complete description of material being bid, including trade name, model, size, type catalog number, etc., is required.
5. Show net unit & net total prices after all trade & City discounts have been deducted.
6. Do not include Federal Excise Taxes, as an exemption certificate will be furnished upon request.
7. Terms and Conditions are attached.

Item No.	Qty.	Unit	Description	Unit Price	Amount
			The City of Turlock desires to solicit bids for porta-mix with trailer on a "AS NEEDED" basis, as directed by City staff. All bids shall meet the provisions, requirements and specifications listed in the Request for Quotation, Bid No. 15-325		
1	52	YARD	1/4 YARD	$42.50	$2,210.00
2	40	YARD	1/2 YARD	$65.00	$2,600.00
3	17	YARD	3/4 YARD	$80.00	$1,360.00
4	489	YARD	1 YARD	$100.00	$48,900.00
5	10	YARD	1 1/4 YARD	$115.00	$1,150.00
			The quantities listed above represents the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not gaurantee a quantity to the vendor for the duration of this contract.		
			The prices offered are to be firm for the entire contract period.		

Any bidder who wishes their proposal to be consiered is responsible for making certain that their quote is received in the City of Turlock Purchasing Office by the proper time. Quote must be sign & dated. You may fax @ (209) 668-668-5695 or email at bgonzalez@turlock.ca.us or mail your quote to the above address to be considered. Quotes received after the deadline will be rejected regardless of postmark date.

TERMS: DUE ON RECEIPT	7.625% SALES TAX	$4,286.78
DELIVERY DAYS: MONDAY-FRIDAY 8AM-3:30PM SATURDAY 8AM-2PM	TOTAL NET BID INCLUDING TAXES	$60,506.78

In submitting the above Quotation, the vendor agrees that acceptance of any or all items by the Purchasing Agent constitutes a contract.

PER [signature] Title ERIC YONAN, OWNER Date 06/17/15 Phone No. 209-664-1717

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Council Synopsis

August 11, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Nino Amirfar, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor, City Manager or designee to execute the service maintenance agreement with Johnson Controls, Inc., to provide preventive maintenance for the City of Turlock Public Safety Facility environmental controls systems, for a period of three (3) years, beginning August 11, 2015, to be billed annually, in a total amount not to exceed $7,495 for year one; $7,720 for year two; and $7,952 for year three

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award Johnson Controls Inc. a preventive service agreement to furnish preventive maintenance on the City of Turlock Public Safety Facility environmental control systems. These systems are comprised of computerized software and electronic control devices that control the environmental systems of the Public Safety Facility.

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-08 (b) (2) When the commodity can be obtained from only one vendor.

Johnson Controls Inc. is the company that installed the control systems and programming which are proprietary. They also provided the initial two (2) hours of training during the initial opening of the Public Safety Facility.

Since this time we have tried to utilize our current contractor for air conditioning and heating issues related to the electronic controls, however, the contractor does not have the software and programing expertise that is required to maintain, operate and troubleshoot the installed electronic control systems as they are proprietary to Johnson Controls Inc.

This contract will also allow for annual training of staff by Johnson Controls Inc. to better utilize the energy efficient components of the systems in order to provide the optimal environment for staff and reduce consumption of utility cost.

Staff feels that the maintenance agreement will save money in the long run by preventing costly repairs 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 Johnson Controls Inc. in an amount not to exceed $7,495 for year one (1), $7,720 for year two (2) and $7,952 for year three (3); billed annually.

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:

None as Budgeting is in place as noted below:

2015/2016 Budget
Account 110-20-200.43115_000 – "Maintenance-Air & Heat General"

2016/2017 Budget
Account 110-20-200.43115_000 – "Maintenance-Air & Heat General"

2017/2018
Account 110-20-200.43115_000 – "Maintenance -Air & Heat General"

Fiscal impact to above line number: None

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. Public Safety Facility electronic control systems are beyond the current capability of staff and the systems will fail without service and maintenance by authorized personnel.

PLANNED SERVICE
PROPOSAL

Partnering with you to deliver value-driven
Planned Service

CUSTOMER City of Turlock Turlock Public Safety Building	A
LOCAL JOHNSON CONTROLS OFFICE 103 Woodmere Rd, Suite 103 Folsom, CA 95630	
AGREEMENT START DATE: 8/11/2015	
PROPOSAL DATE: 7/27/2015	
ESTIMATE NO: 1-96IF5D2	

Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

YORK BY JOHNSON CONTROLS

METASYS BY JOHNSON CONTROLS

Johnson Controls

Executive Summary

PLANNED SERVICE PROPOSAL FOR CITY OF TURLOCK

Dear Captain Nino Amirfar,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years - starting 8/11/2015 and ending 8/10/2018.
- The agreement price for first year is $7,495.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Tim Rametta
Systems Account Executive

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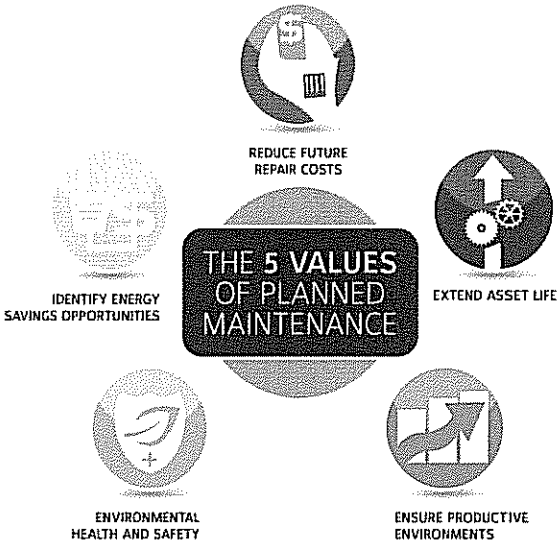
Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.



With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend Asset Life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure Productive Environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote Environmental Health and Safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

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Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

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A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities,

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reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

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Planned Service Agreement

Customer Name: CITY OF TURLOCK
Address: 244 N Broadway, Turlock CA 953810
Proposal Date: 04/8/2015
Estimate #: 1-96IF5D2

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 8/11/2015 and will continue until 8/10/2018 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

OK for Agenda
Tom

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Johnson Controls

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is $7,495.00. This amount will be paid to JCI in Annually installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.	
By: Tim Rametta	**By:**
Signature:	**Signature:**
Title: Systems Account Executive **Date:** 07-27-15	**Title:** **Date:**
Signature:	**Customer PO#:**
Title: **Date:**	

JCI Branch: Sacramento Reno Bakersfield Fresno CA CB - 0N0M

Address: 103 Woodmere Rd

Folsom CA 93722-44385630

Branch Phone: (866) 855-5848916) 294-8871

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Schedule A

Equipment List (Selected Equipment to be serviced)

Site			Address				
CITY OF TURLOCK Public Safety Bldg			244 N Broadway, Turlock CA 95380				
Qty	**Equipment**	**Services Provided**	**# Per Year**	**Coverage Type**	**Extended Coverage**	**Year To Be Activated**	**Year To Be Deactivated**
1	Block Hours - Controls			Basic	NA		
		Preventive Maintenance	4 (x8 Hours)				

Scope

- Perform back up of NAEs, store back up on site.
- Perform back up of controllers once a year
- Metasys Database management on;
    - Audit log
    - Alarm log
- Analyze past and active alarms
    - Investigate cause of alarms
    - Troubleshoot as needed
    - Provide quote as needed
- Review customer trouble log
    - Customer punch list items between visits
    - Customer training as needed
- Analyze system for inefficiencies
    - Fix problems as needed
    - Provide quote as needed
- Analyze and review field controllers
    - Inspect controllers for errors and inefficiencies
- Check in and out with on site contact.
    - Let contact know finds and if any additional quotes will be following
- Complete customer requested punch list items, as applicable

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

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Year 1 Pricing	$7,495.00
Year 2 Pricing	$7,720.00
Year 3 Pricing	$7,952.00

TERMS AND CONDITIONS

DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

PREMISES means those Customer premises where the Covered Equipment is located.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

CENTRAL STATION MONITORING means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement.

JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement).

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. **CENTRAL STATION MONITORING OR REMOTE OPERATING SERVICES.** If Central Station Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, and phone numbers of all persons authorized to enter the Premises during periods when such premises are closed for business. If JCI's Services include "Central Station Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules.

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6. **CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

B. OUT OF SCOPESERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. ADDITIONAL TERMS RELATING TO CENTRAL STATION MONITORING OF INTRUSION, FIRE, AND OTHER LIFE SAFETY SYSTEMS

1. **Alarm Dispatches.** JCI, upon receipt of an alarm or other signal from the Premises, shall make reasonable efforts to transmit the signal to the appropriate police, fire department, or other emergency response agency having jurisdiction (unless there is reason to believe that an emergency condition does not exist), and JCI shall make a reasonable effort to notify Customer or its designated representative by telephone, unless instructed to do otherwise by Customer in writing. JCI, upon receipt of an industrial process signal from the Premises, shall take reasonable steps to notify Customer's representative pursuant to Customer's written instructions. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

3. **False or Unnecessary Alarms and Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for any fines, penalties, or charges assessed as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith.

D. EXCLUSIONS

1. JCI's Services and warranty obligations expressly exclude:

   (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

   (b) disposal of hazardous wastes (except as otherwise expressly provided herein);

   (c) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

   (d) the furnishing of materials and supplies for painting or refinishing equipment;

   (e) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis; and

   (f) replacement of obsolete parts.

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2. JCI's Services and warranty obligations do not include repairs or service required as the result of:

   (a) abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;

   (b) issues caused by or related to equipment not covered by this Agreement or attachments made to Covered Equipment;

   (c) acts or omissions of the Customer, including but not limited to operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;

   (d) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;

   (e) issues resulting from site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges");

   (f) the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;

   (g) any other issues or failures not specifically covered by this Agreement; or

   (h) any other issues caused by occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

E. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than $25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

F. STANDARD OF CARE AND WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner. JCI will promptly re-perform any non-conforming Services for no charge, as long as Customer provides written notice to JCI within one (1) calendar year from the date the Services were performed. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. Customer must promptly notify JCI in writing of any defect or non-conformance of the Services, parts, or equipment. Upon receipt of such written notice from Customer, JCI will repair or replace (at JCI's option) the defective equipment or re-perform the defective Services. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

G. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

Customer warrants it has given JCI all information concerning the condition of the Covered Equipment.

The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

(1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

(2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;

(3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;

(4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

(5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;

(6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;

(7) as applicable, provide proper condenser and boiler water treatment for the proper functioning of Covered Equipment;

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(8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;

(9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;

(10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;

(11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO $250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction and if that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. **JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.**

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L. TERMINATION

1. Central Station Monitoring, Remote Operating Services, and Central Station Monitoring with Open or Close Services may be immediately canceled by either party if JCI's central station, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent

M. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-

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How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

[END OF DOCUMENT]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
411 E. Wisconsin Avenue
Suite 1300
Milwaukee, WI 53202
Attn: JCI.Certrequest@marsh.com
011077--CAS-14-15*

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : North American Elite Insurance Company	29700
INSURER C : Indemnity Insurance Company of North America	43575
INSURER D : ACE American Insurance Company	22667
INSURER E : ACE Fire Underwriters Insurance Company	20702
INSURER F :	

INSURED
Johnson Controls, Inc.
York International Corporation
Attn: Corp. Risk Mgmt. X-92
P.O. Box 591
5757 N. Green Bay Ave.
Milwaukee, WI 53201

COVERAGES

CERTIFICATE NUMBER: CHI-006379804-04 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			MWZY302769	10/01/2014	10/01/2015	EACH OCCURRENCE	$	10,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	10,000,000
	X Contractual Liability						MED EXP (Any one person)	$	50,000
	X XCU Included						PERSONAL & ADV INJURY	$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	30,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	INC IN GEN AGG
	OTHER:							$	
D	AUTOMOBILE LIABILITY			ISA H08828623	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			UMB 2000252 00	10/01/2014	10/01/2015	EACH OCCURRENCE	$	5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C48018786 (AOS - See page 2)	10/01/2014	10/01/2015	X PER STATUTE OTH-ER		
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		WLR C48018804 (CA, MA, AZ)	10/01/2014	10/01/2015	E.L. EACH ACCIDENT	$	5,000,000
E	(Mandatory in NH)			SCF C48018828 (WI)	10/01/2014	10/01/2015	E.L. DISEASE - EA EMPLOYEE	$	5,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C48018816 (Excess WC - OH, WA)	10/01/2014	10/01/2015	E.L. DISEASE - POLICY LIMIT	$	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers are included as additional insured per the attached.

CERTIFICATE HOLDER

City of Turlock
156 S Broadway
Turlock, CA 95380

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: 011077
LOC #: Milwaukee

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		Johnson Controls, Inc. York International Corporation Attn: Corp. Risk Mgmt. X-92 P.O. Box 591 5757 N. Green Bay Ave. Milwaukee, WI 53201
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION
Workers Compensation "AOS" Policy includes coverage for the following states: AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV

PRIMARY COVERAGE
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION
The General Liability, Automobile Liability, Workers Compensation and Employers Liability policies include a waiver of subrogation in favor of the certificate holder and any other person or organization to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

UMBRELLA/EXCESS LIABILITY
The Umbrella/Excess Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Umbrella/Excess Liability limit that is required by the written contract, whichever is less. However, if the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls , Inc.			Endorsement Number
Policy Prefix MWZY	Policy Number 302769	Policy Period 10/01/2014 to 10/01/2015	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls, Inc.			Endorsement Number
Policy Prefix MWZY	Policy Number 302769	Policy Period 10/01/2014 to 10/01/2015	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Johnson Controls, Inc.			Endorsement Number
Policy Prefix MWZY	Policy Number 302769	Policy Period 10/01/2014 to 10/01/2015	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance; and;

2. You have agreed in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

POLICY NUMBER: MWZY302769

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
If required by contract, any person or organization against whom you have agreed to waive your right to recovery.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Workers' Compensation and Employers' Liability Policy

Named Insured JOHNSON CONTROLS, INC. 5757 N. GREEN BAY AVENUE GLENDALE WI 53209	Endorsement Number Policy Number Symbol:WLR Number:C48018786
Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

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Workers' Compensation and Employers' Liability Policy

Named Insured JOHNSON CONTROLS, INC. 5757 N. GREEN BAY AVENUE GLENDALE WI 53209	Endorsement Number Policy Number Symbol: WLR Number: C48018804
Policy Period 10-01-2014 TO 10-01-2015	Effective Date of Endorsement 10-01-2014
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : $0

Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured JOHNSON CONTROLS, INC. 5757 N. GREEN BAY AVENUE GLENDALE WI 53209	Endorsement Number Policy Number Symbol:WLR Number:C48018804
Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

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Workers' Compensation and Employers' Liability Policy

Named Insured JOHNSON CONTROLS, INC. 5757 N. GREEN BAY AVENUE GLENDALE WI 53209	Endorsement Number Policy Number Symbol: WLR Number: C48018786
Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

3. Premium:

   The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: $26,645

Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured JOHNSON CONTROLS, INC. 5757 N. GREEN BAY AVENUE GLENDALE WI 53209	Endorsement Number Policy Number Symbol:SCF Number:C48018828
Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

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Council Synopsis

August 11, 2015

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds of $13,800 from Fiscal Year 2014-15 to account number 512-10-152.43016 "CVB Audit" from Fund 512 "Casualty Insurance" reserve balance for the completion of a compliance audit of the Turlock Convention and Visitors Bureau "Tourism Fund" for the period of January 1, 2009 through May 3, 2015

2. DISCUSSION OF ISSUE:

On May 12, 2015 the City Council accepted the City Manager's recommendation to enter in to a Professional Services Agreement with an outside accounting/auditing firm to conduct a formal accounting/audit of the Turlock Convention and Visitors Bureau "Tourism Fund" for the period January 1, 2009 through May 3, 2015.

On May 26, 2015 the City Council authorized the City Manager to enter in to a Professional Services Agreement with Kemper CPA Group, LLP (Stockton office) for an amount not to exceed $15,000.

3. BASIS FOR RECOMMENDATION:

Kemper performed services totaling $1,200 through 6/30/15. Their work continues on in FY 15-16, requiring a re-appropriation of the unspent portion of their agreement totaling $13,800.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - $13,800

Budget Amendment: Re-appropriating unspent funds of $13,800 from Fiscal Year 2014-15 to 512-10-152.43016 "CVB Audit" from Fund 512 "Casualty Insurance" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the appropriation. This alternative is not recommended as the City is obligated to compensate Kemper CPA Group, LLC for their work related to the audit of the Turlock Convention and Visitors Bureau "Tourism Fund".

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING UNSPENT FUNDS OF $13,800 FROM FISCAL YEAR 2014-15 TO ACCOUNT NUMBER 512-10-152.43016 "CVB AUDIT" FROM FUND 512 "CASUALTY INSURANCE" RESERVE BALANCE FOR THE COMPLETION OF A COMPLIANCE AUDIT OF THE TURLOCK CONVENTION AND VISITORS BUREAU "TOURISM FUND" FOR THE PERIOD JANUARY 1, 2009 THROUGH MAY 3, 2015	**RESOLUTION NO. 2015-**

WHEREAS, on May 12, 2015, the City Council accepted the City Manger's recommendation to enter into a Professional Services Agreement with an outside accounting/auditing firm to conduct a formal accounting/audit of the Turlock Convention and Visitors Bureau "Tourism Fund" for the period January 1, 2009 through May 3,2015; and

WHEREAS, on May 26, 2015 the City Council authorized the City Manager to enter into a Professional Services Agreement with Kemper CPA Group, LLC in an amount not to exceed $15,000; and

WHEREAS, Kemper CPA Group, LLC performed services totaling $1,200 through June 30, 2015.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby re-appropriate funds from Fiscal Year 2014-15 of $13,800 to account number 512-10-152.43016 "CVB Audit" from Fund 512 "Casualty Insurance" reserve balance for the completion of a compliance audit of the Turlock Convention and Visitors Bureau "Tourism Fund" for the period January 1, 2009 through May 3, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

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Council Synopsis

August 11, 2015

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2011-157 and adopting the amended City of Turlock Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures

2. DISCUSSION OF ISSUE:

The City of Turlock's Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures will require two (2) policy amendments, according to the Federal Transit Administration (FTA).

Based on the FTA 2015 Triennial Review, the final report dated 6/8/15 stated two (2) amendments needed to be made to the City's Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures. The amendments that need to be made include: 1) State the identity and information for the policy contact person and, 2) List the behaviors that constitute a refusal to submit to a drug and/or alcohol test.

Staff is recommending Council approve the amendments to the policy, as the language is in accordance with the final report from the FTA 2015 Triennial Review. The policy has been amended in draft form as noted above, and has been attached with revisions highlighted pending Council approval.
(See Attachment A)

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

The alternative is to deny request to amend policy.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2011-157 AND ADOPTING THE AMENDED CITY OF TURLOCK ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM POLICY AND PROCEDURES	}	**RESOLUTION NO. 2015-**

WHEREAS, the City's Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures have been amended; and

WHEREAS, a Federal Transit Administration (FTA) 2015 Triennial Review was conducted which resulted in requiring two (2) policy amendments; and

WHEREAS, one amendment involves adding to the policy the identity and information for the policy contact person, and

WHEREAS, the second amendment includes adding to the policy the list of behaviors that constitutes a refusal to submit to a drug and/or alcohol test.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-157 and adopts the amended City of Turlock Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk
City of Turlock, County of Stanislaus,
State of California

ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) OF THE DEPARTMENT OF TRANSPORTATION (DOT) DRUG AND ALCOHOL TESTING REGULATIONS FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES AND FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS FOR PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS (49 CFR Part 655)

POLICY AND PROCEDURES

AMENDED JULY 2015

CITY OF TURLOCK
DOT/FHWA (HIGHWAYS) AND FTA DRUG AND ALCOHOL TESTING PROGRAM

Table of Contents

1. Covered Employee Positions/Functions 5
2. Contact Person for City of Turlock: 5
3. Definitions. 5
4. Prohibitions and Other Related Conduct. 5
   A. Alcohol use or possession. 5
   B. Controlled substance (drug) use or possession. 6
   C. Test Refusals: 6
   D. Consequences of Prohibited Conduct. 7
5. Tests Required. Employees subject to testing are required to be tested as follows: 7
   A. Pre-employment testing 7
   B. Random testing (49 CFR 382.305; 655.45) 8
   C. Post-accident testing 9
   D. Reasonable suspicion testing (49 CFR 382.307, 49 CFR 655.43) 11
   E. Return-to-duty testing (49 CFR 382.309; 49 CFR 655.48) 13
   F. Follow-up testing (49 CFR 382.311; 49 CFR 655.47) 13
6. Dilute Specimen Results 14
7. Canceled Tests 14
8. Supervisor Training Program 14
9. Alcohol Testing Procedures. 15
10. Substance Abuse Professional (SAP) 15
11. Controlled Substance (Drug) Testing Procedures. 15
12. Medical Review Officer (MRO (49 CFR 382.407, 49 CFR 655) 15
13. Testing Laboratory 15
14. Collection Agency 15
15. Employee Awareness Program 16
16. Employee Assistance Program (EAP) 16
17. City Policy Concerning Retention of Employees Who Violate Prohibitions or Self-Identify. 16
   A. Self-Identification 16
   B. Random testing. 17
18. Recordkeeping 19
19. Confidentiality 19
20. Discipline Policy. 20
21. Conformity to Law. 20

TABLE OF APPENDIXES

APPENDIX		PAGE
I	COVERED POSITIONS/CLASSIFICATIONS	21
II	DEFINITIONS	22
III	LIST OF SUPERVISORS RECEIVING TRAINING IN DRUG-DETECTION AND ALCOHOL MISUSE	26
IV	ALCOHOL TESTING PROCEDURES	27
V	SUBSTANCE ABUSE PROFESSIONAL (SAP)	29
VI	CONTROLLED SUBSTANCE (DRUG) TESTING PROCEDURES	30
VII	MEDICAL REVIEW OFFICER (MRO)	33
VIII	NAME AND LOCATION OF DHHS CERTIFIED LABORATORY	35
IX	NAME AND LOCATION OF COLLECTION AGENT	32
X	POST-ACCIDENT PROCEDURES AND INSTRUCTIONS 49 CFR PART 382.303(D) REQUIREMENT	33
XI	E.A.P. HOTLINE TELEPHONE NUMBER	35
XII	RECORDKEEPING AND REPORTING PROCEDURES	40
XIII	LEVELS OF CONTROLLED SUBSTANCES (DRUGS) CONSIDERED TO BE POSITIVE	44

CITY OF TURLOCK
ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) DEPARTMENT OF TRANSPORTATION (DOT) AND FEDERAL TRANSIT ADMINISTRATION (FTA) DRUG AND ALCOHOL TESTING REGULATIONS

EFFECTIVE: JANUARY 1, 1996 POLICY AND PROCEDURE AND POLICY STATEMENT (49 CFR 382, 392, 655,)

The City of Turlock (hereinafter referred to as "City" or "employer") has a strong commitment to provide a safe workplace and to establish high standards of employee health and safety. This policy supplements a citywide policy for a drug-free workplace for all employees regarding alcohol and drug use.

The purpose of the present policy is to establish procedures for administration of the Department of Transportation (DOT) anti-drug and alcohol misuse prevention program pursuant to the Federal Highway Administration (FHWA) Drug Testing Regulations as set forth in Title 49 Code of Federal Regulations (CFR) 382, , 392.4, and 392.5 for the FHWA, in addition to Procedures for Transportation Workplace Drug Testing Programs as set forth in 49 CFR Part 40, and Federal Transit Administration (FTA) Prevention Of Alcohol Misuse And Prohibited Drug Use In Transit Operations as set forth in 49 CFR Part 655.

The City has determined, if drivers operating commercial motor vehicles use alcohol or controlled substances, it creates a situation where their employment constitutes a direct threat to the property or safety of the City and citizens of Turlock. The City has further determined that the drug and alcohol testing and prevention program applies to all safety-sensitive employees (full or part-time) when performing any transit-related business. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle.or equipment used in revenue service.

All employees and applicants covered in this policy will be requested, under DOT/FTA policy guidelines, to test for drug and alcohol misuse. Refusing to take or failing a drug test or alcohol test for trainees in a covered position or pre-employment drug and alcohol testing will prevent the person from being considered for the covered position. Any employee who refuses or fails a drug or alcohol test may not perform the duties of a covered position. (49 CFR 382.211, 49 CFR 655.46)

ALCOHOL AND DRUG TESTING POLICY AND PROCEDURES

1. Covered Employee Positions/Functions
(49 CFR 382.103, 49 CFR 655.4). The employees in the classifications/positions attached to this policy as Appendix I, are subject to drug and alcohol testing as outlined herein. These are persons designated in 49 CFR 382, holding a commercial driver's license who operate commercial motor vehicles for the City in a safety-sensitive position, as defined below. Pre-employment applicants, trainees learning the duties of covered positions, and employees temporarily performing such duties are also subject to DOT/FTA testing regulations. Covered Employees also include employees, applicants and transferees performing safety-sensitive functions in transit operations as designated in 49 CFR 655.4.

2. Contact Person for City of Turlock:
Sarah Eddy, Human Resources Manager
Phone: (209) 668-5542 ext. 1107
Email: seddy@turlock.ca.us

3. Definitions.
Words or phrases are as defined in 49 CFR 382.107, 386.2, 390.5, 40.3, 655.4, and 40.73 and set forth in the attached Appendix II.

4. Prohibitions and Other Related Conduct.

A. Alcohol use or possession.
No driver or safety-sensitive employee performing any transit-related business shall:

1. Report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (49 CFR 382.201, 49 CFR 655.46)

2. Use alcohol while performing safety-sensitive functions. (49 CFR 382.205, 49 CFR 655.32)

3. Perform safety-sensitive functions within four (4) hours after using alcohol. (49 CFR 382.207, 49 CFR 655.33)

4. Use alcohol for eight (8) hours following the accident or until undergoing required testing for alcohol consumption, whichever occurs first. (49 CFR 382.209, 49 CFR 655.34)

5. Refuse to submit to alcohol testing required under Part 382 (49 CFR 382.211) or Part 655 (49 CFR 655.49).

6. Perform any safety-sensitive functions including driving, until the start of that individual's next regularly scheduled duty period but not less than 24 hours following administration of the alcohol breath test, if the individual has received a prior alcohol test and was found to have an alcohol concentration of 0.02 or greater but less than 0.04 (49 CFR 382.505; 655.35)

B. Controlled substance (drug) use or possession.
No driver or safety-sensitive employee performing any transit-related business shall:

1. Report for duty or remain on duty requiring the performance of safety-sensitive functions when the individual uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 49 CFR 382.107 who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle or perform safety-sensitive functions, and is approved by the MRO. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))

2. Be on duty or operate a commercial motor vehicle when using any controlled substance pursuant to the instructions of a physician, without first informing the employer of any therapeutic drug use. The reporting shall be accomplished by advising the MRO of the use and providing the prescription bottle to the MRO prior to reporting for duty. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))

3. Report for duty, remain on duty, or perform any safety-sensitive function while using controlled substances. (49 CFR 382.213(b))

4. Refuse to submit to controlled substance testing required under Part 382, or Part 655, a random alcohol or controlled substances test required under Part 382.305 or 655.45, a reasonable suspicion alcohol or controlled substances test required under 382.307 or 655.43, or a follow-up alcohol or controlled substances test required under 382.311 or 655.47. Employees who refuse to submit to such tests shall not be allowed to perform or continue to perform safety-sensitive functions. (49 CFR 382.211; 655.49)

C. Test Refusals:
The following behaviors constitute a test refusal:
1. Failure to appear for any test (except for pre-employment) within a reasonable time, as determined by the employer;

2. Failure to remain at the testing site until the testing process is complete;
3. Failure to provide a urine specimen for any required drug test;
4. Failure to permit the observation or monitoring of the specimen collection when required to do so;
5. Failure to provide a sufficient amount of urine when directed and there is no adequate medical explanation for the failure;
6. Failure to take a second test when directed to do so by the employer or collector;
7. Failure to undergo a medical examination when directed to do so by the MRO or employer;
8. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
9. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
10. Possess or wear a prosthetic or other device that could be used to interfere with the collection process; and
    Admit to the collector or MRO that you adulterated or substituted the specimen.

D. Consequences of Prohibited Conduct.
Under City policy, this prohibited conduct is grounds for removal from the covered position and possible termination, subject to the conditions in Section 14 of this policy.

5. Tests Required. Employees subject to testing are required to be tested as follows:

A. Pre-employment testing
(including reassignment or transfer-voluntary and involuntary) (49 CFR 382.301; 655.41).

1. Prior to the first time an employee performs safety-sensitive functions, the employee shall undergo testing for alcohol and for the presence of any of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines in accordance with 49 CFR 382.301 and 655.41. No covered employee shall be allowed to perform safety-sensitive functions unless the employee has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04 and has

received a controlled substances test result from the MRO indicating a verified negative test result.

2. A pre-employment alcohol and drug test will be conducted when a current employee transfers from a position not covered by this policy into a position listed in this policy.

3. Applicants who are offered a position covered by this FHWA-DOT-FTA mandated policy will be tested before being employed. Pre-employment job applicants who test positive for alcohol or controlled substance use will not be hired. Employees transferring or reassigned into a position requiring alcohol or drug testing, and job applicants, who test positive for controlled substance use have the right to request retesting of the second split specimen at their expense. If the retest result is negative, the employee will be reimbursed the cost by the City. Employees or applicants who fail an alcohol or drug test will not be hired for the safety-sensitive position.

4. An employee who transfers from one position covered by this policy to another covered by this policy will not be required to undergo pre-employment testing.

5. Employees working in a position covered by this policy on the effective date who continue to work in a covered position will not be required to undergo a pre-employment test.

B. Random testing (49 CFR 382.305; 655.45)

1. All employees covered by this policy are subject to unannounced testing based on random selection. This includes trainees and employees temporarily performing work in a covered position.

2. Each calendar year, at least twenty-five percent (25%) of covered employees shall be randomly tested for controlled substance use, and at least ten percent (10%) shall be randomly tested for alcohol misuse. All persons will be subject to be randomly picked for alcohol and drug testing at each random testing date. A person may be randomly picked more than once or not picked at all during any annual period. This rate of testing by DOT/FHWA/FTA may increase or decrease depending upon the number of industry-wide violations based upon reported data. 49 CFR 382.305(b)(c)(d), 49 CFR 655.45.

3. To assure that the selection process is random, the names of all employees covered by this DOT/FHWA/FTA policy will be placed in

a common pool. This random common pool may, by election of the City for convenience of testing, be comprised of individuals subject to both drug and alcohol testing if the testing occurs at the same time. This is intended to allow as few covered employees as possible off work for testing.

4. Random testing shall be spread reasonably through the calendar year.

5. The selection procedure will select sufficient additional numbers/names to be used to reach the appropriate testing level of employees during each test period. These alternate numbers/names will be tested in order of selection only if persons selected are unavailable for testing due to vacations, medical leave, leave of absence, business travel, or other justifiable reason.

6. The employee's work load will be adjusted to reflect the time spent in complying with random testing requirements.

C. Post-accident testing
(49 CFR 382.303, 49 CFR 655.44). An "accident" under DOT/FHWA/FTA regulations necessitating testing is defined in Appendix II of this policy.

1. As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and controlled substances as follows:

   a. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the accident involved the loss of human life; or

   b. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the driver receives a citation for a moving violation arising from the accident.

2. Time for alcohol testing: If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 382.303(a)(2);(d)(1), 49 CFR 655(a)(2)(ii)).

3. Time for drug testing: If a drug test is required, the employee shall be tested for controlled substance use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible. (49 CFR 382.303(b);(d)(2)).

4. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.

5. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of a medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.

6. The results of a breath or blood test for the use of alcohol or a urine test for controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of DOT/FHWA/FTA Parts 382 and 655 provided such results are obtained by the employer, and conform to the applicable Federal, State, or local requirements.

7. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.

8. An employee subject to post-accident testing must remain available, and refrain from drinking alcohol for 8 hours following an accident or until he/she submits to an alcohol test.

9. Documentation regarding the activity being performed by the employee that supports the determination to conduct post-accident testing should be prepared and signed by the supervisor requesting the test within 24 hours of the accident or before the results of the drug test are released, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of both the alcohol breath test and the drug test.

D. Reasonable suspicion testing (49 CFR 382.307, 49 CFR 655.43).

1. The employer shall require an employee to submit to an alcohol breath test when the employer has a reasonable suspicion to believe that a driver has violated the alcohol prohibitions of 49 CFR Part 382 or 655.43.

2. Reasonable Suspicion Testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of alcohol and/or drugs. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations of alcohol and/or drug use must be made by a trained supervisor during, just preceding or just after the work day. Examples of performance indicators of probable alcohol and/or drug use sufficient to lead a prudent supervisor to suspect that an employee is under the influence of alcohol and/or drugs, include, but are not limited to:

   a. Mouth-alcohol smell;
   b. Loss of equilibrium (unsteady standing, walking or movement);
   c. Slurred speech, bloodshot eyes;
   d. Observation of substandard performance;
   e. Unusual behavior, driving, or altercations;
   f. Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed;
   g. A reliable tip of alcohol and/or drug use;
   h. Actual observation of the possession or use of alcohol and/or drugs;
   i. Discovery of evidence tending to support the suspicion of alcohol use and/or drug use;
   j. An employee is found in possession of alcohol and/or drugs, or alcohol and/or drugs are found in an area controlled or used exclusively by the employee, such as the employee's locker, desk, or a vehicle;
   k. Absenteeism; and
   l. Indications of the chronic and withdrawal effects of alcohol and/or drugs.

3. The supervisor who makes the determination of alcohol use shall not conduct the breath alcohol test.

4. The employee shall be alcohol tested within two (2) hours following the determination made by the supervisor or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If a test is not administered within eight (8) hours following the determination, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 302.307(e); 655.43 (d)).

5. After returning from the testing location, the employee shall not be allowed to perform covered functions unless the results of the alcohol screening and, if indicated, confirmation test (taken within 20 minutes of a screening test) indicates an alcohol concentration less than 0.02, or 24 hours has elapsed following the supervisor's determination there is reasonable suspicion to believe the employee has violated the prohibitions of use of alcohol. (49 CFR 382.307(e)(2)(i),(ii)).

6. The employer shall require an employee to submit to a drug test when the employer has a reasonable suspicion to believe that an employee has violated the controlled substances prohibitions of 49 CFR Part 382, and 49 CFR Part 655.

7. Reasonable suspicion testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of a controlled substance. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee with examples as set forth in section 4.D.2. above.

8. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.

9. Documentation to support the determination to conduct reasonable suspicion testing should be prepared and signed by the supervisor within 24 hours of the determination or before the results of the test are released, whichever is earlier, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of the drug test from the MRO.

E. Return-to-duty testing (49 CFR 382.309; 49 CFR 655.48).

1. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct concerning alcohol prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with a result indicating an alcohol breath concentration of less than 0.02, in addition to evaluation of fitness for duty.

2. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in controlled substance use prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with an MRO verified negative result for controlled substance use, in addition to evaluation of fitness for duty by the MRO.

3. This test is in addition to the other types of tests stated in this policy.

F. Follow-up testing (49 CFR 382.311; 49 CFR 655.47)

1. Following a determination by a Substance Abuse Professional (SAP) that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up testing as directed by the SAP of at least six tests in the first 12 months following the employee's return to duty, and thereafter as determined necessary by the SAP. Follow-up alcohol testing shall be performed when the employee is performing safety-sensitive functions, or just before, or just after the employee has ceased performing safety-sensitive functions.

2. Follow-up alcohol testing may also include testing for controlled substance use to be performed in accordance with 49 CFR Part 40, as directed and determined by the MRO and/or SAP.

3. A employee having used controlled substances, who at the recommendation of the Medical Review Officer (MRO), returns to duty after successful completion of E.A.P. will be given unannounced follow-up drug tests, as scheduled by the MRO of at least six tests in the first 12 months following the employee's return to duty and thereafter as determined by the MRO.

4. The time period for "follow-up" testing for alcohol or controlled substance use will be determined by the appropriate MRO or SAP subject to a reasonable minimum of 12 months, and never to exceed 60 months.

5. Follow-up testing may be on a daily, weekly, monthly or longer basis at the discretion of the MRO or SAP.

6. Follow-up testing is in addition to the other types of tests stated in this policy.

6. Dilute Specimen Results

A. In the event of a negative dilute test result, the employer will require the employee to immediately provide another specimen for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. This will be an unobserved collection unless directed by the MRO to be collected under direct observation.

B. If the employee declines to take another test, this is considered refusal to test and is equivalent to a positive test.

C. If a second test is administered and the result of that test is also negative and dilute, the employer will accept the second test result as negative and the result of the record.

D. The collection cannot be observed, unless the MRO requests so as a result of the specimen having a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.

E. If the result is cancelled/invalid, (with no medical explanation) the employee will need to undergo an immediate observed collection as directed by the MRO.

F. An MRO verified positive dilute test result will be treated as a positive drug test result.

7. Canceled Tests

If the test is cancelled, immediate recollections are required for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. Only the laboratory or the MRO can cancel a test.

8. Supervisor Training Program
(49 CFR 382.603, 49 CFR 655.14(b)(2)). Every person designated to determine whether reasonable suspicion exists to require an employee to undergo testing under 49 CFR 382.307 or 655.43 (reasonable suspicion testing) shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of

controlled substances. See Appendix III for list of Supervisors of covered positions.

9. Alcohol Testing Procedures.
   Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and set forth in the attached Appendix IV.

10. Substance Abuse Professional (SAP)
    (49 CFR 382.605, 49 CFR 655.52)

    A. The Substance Abuse Professional (SAP) is defined in Appendix II.

    B. The name, address, and phone number of the SAP, and SAP responsibilities are listed in Appendix V.

11. Controlled Substance (Drug) Testing Procedures.
    Controlled substance (drug) testing procedures are as defined in 49 CFR Parts, 382, 386, 390, 655, and 40 and as set forth in the attached Appendix VI.

12. Medical Review Officer (MRO (49 CFR 382.407, 49 CFR 655)
    A.The Medical Review Officer is defined in Appendix II.

    B. The name, address, and phone number of the MRO, and MRO responsibilities are listed in Appendix VII.

13. Testing Laboratory

    (49 CFR 40)

    A. The DHHS certified testing laboratory for this policy is set forth in Appendix VIII.

    B. The DHHS certified testing laboratory shall comply with all methods and procedures of 49 CFR Part 40.

14. Collection Agency
(49 CFR 40.31)

    A. The collection agent and address for this alcohol and controlled substance (drug) policy is listed in Appendix IX.

    B. The collection agency will comply with all methods and procedures of 49 CFR Part 40, as amended, for collection and chain of custody and provide documentation of compliance to the employer.

15. Employee Awareness Program
(49 CFR 382.601). Employee Education and Training - Every employee covered by this policy will receive educational materials that explain the requirements of Part 382 and the employer's policies and procedures in meeting these requirements. This will include:

A. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and intervening evaluation including referral to EAP will be periodically distributed and displayed in the work areas.

B. Information will be provided as required in Part 382.303(d) by the employer to employees with necessary post-accident information, procedures and instructions, prior to the employee operating a commercial motor vehicle or engaging in safety-sensitive functions, so that employees will be able to comply with the requirements of Part 382.303 (See Appendix X).

C. A copy of this policy will be given to each covered employee and displayed in the work area.

D. Controlled substance abuse information will be periodically distributed and displayed in the work areas.

16. Employee Assistance Program (EAP)
(49 CFR 382.601)

A. The City-wide EAP program or a similar program will be maintained throughout the existence of this alcohol misuse and controlled substance abuse policy.

B. The hot-line telephone number for employee assistance will be given to each employee and displayed in the work area (See Appendix XI).

17. City Policy Concerning Retention of Employees Who Violate Prohibitions or Self-Identify.

All permanent City employees performing covered safety-sensitive duties shall be subject to the provisions of this section. These retention provisions shall not apply to applicants, probationary, non-career, seasonal or temporary employees, employees in a training capacity, or any other form of non-permanent employment status employee performing safety-sensitive duties.

A. Self-Identification.
Self-identification means an employee who voluntarily, before drug or alcohol testing or conduct identifies the problem, admits the

problem to the City's MRO/SAP and seeks rehabilitation assistance.

1. An employee who takes the initiative of voluntarily advising management that he/she has an alcohol or drug problem, before taking a test which results in a violation of this policy, shall be required to enroll in a rehabilitation program. Such an employee actively involved in a rehabilitation program recognized by the MRO/SAP, may use accumulated paid leave time, except for sick leave, during this period of absence, or the employee may request authorized leave of absence without pay.

2. The employee will be eligible to return to work once he/she has been certified to do so by the MRO/SAP. Prior to returning to work, the employee must consent in writing to follow-up drug and/or alcohol testing as part of after-care treatment. This follow-up testing will be determined by the MRO/SAP, and shall be consistent with Section 4(F) Follow-up Testing.

3. Such an employee shall not be subject to disciplinary action for having voluntarily acknowledged his/her problem. He/she must, however, provide a negative alcohol and/or drug test within 60 days of self-identification, and be certified as capable of returning to work by the MRO/SAP.

4. Failure to complete a rehabilitation program, provide a negative test result and receive MRO/SAP certification for return to work (fitness for duty) will result in disciplinary action as described in section B.1.a. below.

B. Random testing.
Under City policy, a covered employee who tests positive for drugs and/or alcohol as a result of random testing, shall be subject to the following disciplinary action:

1. <u>First positive random test</u>

   a. An employee who receives a positive test result to either drugs or alcohol shall be immediately suspended for 10 working days.

   b. The employee who has tested positive must enroll in an alcohol or drug treatment/rehabilitation program which is approved by the MRO/SAP.

   c. The employee shall instruct the program provider to release any and all medical records of the treatment plan to the MRO or

SAP. Such information shall be treated as confidential medical information by the MRO/SAP.

d. After the completion of the 10 working day suspension, the employee may return to work as soon as medically certified by the MRO/SAP. The employee must, however, provide a negative test result and be certified for return to duty no later than 60 calendar days after notification of the positive random test result. Failure to be certified by the MRO/SAP or return to work shall result in termination.

e. The employee may use accumulated vacation, personal leave, overtime or leave without pay while undergoing treatment/rehabilitation.

f. The employee may use sick leave only when participating in a medically supervised/approved residential rehabilitation program.

g. Upon return to work, this employee shall be subject to a minimum of 6 unannounced tests during the following 12 month period. Furthermore, the employee is subject to unannounced testing for up to 60 months upon return to work. Such testing shall be as determined by the MRO/SAP.

h. An employee who previously tested positive for drugs and/or alcohol, but who has not tested positive during the preceding five (5) years, shall not have the first positive test considered for the purposes of progressive discipline under this policy.

i. Any employee who is given an alcohol confirmation test according to 49 CFR 40 Subpart M by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, shall be requested to take leave without pay, or use vacation or personal leave but not sick leave time, until the employee's next regularly scheduled duty period, but less than 24 hours following administration of the test. Any employee who is given an alcohol confirmation test by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, on the second time shall be suspended without pay for three regularly scheduled work days. The employee shall be referred to the SAP for evaluation and assessment of fitness for duty.

j. Any employee who has a breath alcohol concentration level that is 0.02 or greater, but less than 0.04, on the third time within a five (5) year period is subject to further disciplinary action. This

disciplinary action may be up to and including termination based upon a review of the employee's work history.

2. Second positive random test. Under City policy, and subject to Section 1.h. above, covered employees who fail a drug and/or alcohol test, after a previous test will be terminated whether the second test results from a random test or follow-up test.

3. Refusal to submit to tests for drugs and/or alcohol.

   a. An employee is required to provide a specimen within two hours from the time requested to do so by the MRO. If the employee attempts and fails to provide an adequate amount of breath, the City shall proceed according to CFR 40.265 which requires evaluation by an approved physician with a written statement of the determination concerning the employee's failure to provide an adequate breath sample. An employee who refuses to submit to a random test shall be suspended for 30 calendar days without pay. Such an employee may be returned to work only upon certification by the MRO of fitness for duty and must test negative on a return-to-duty test.

   b. An employee who refuses to submit to an alcohol and/or drug test a second time or who subsequently tests positive on a drug or alcohol test, shall be terminated.

   c. If an employee refuses to submit to an alcohol and/or drug test citing medical conditions, such conditions require evaluation by the MRO/SAP. Alternative testing methods may be used by the MRO/SAP to determine the employee's fitness for duty.

C. Other violations of policy. Under City policy, covered employees shall be subject to other such disciplinary action as is warranted for violations of rules, regulations, policies and procedures.

18. Recordkeeping

(49 CFR Parts 40, 655 and 382). Records will be maintained in accordance with the requirements of 49 CFR Part 40, Part 655 and Part 382 et al. set forth in Appendix XII.

19. Confidentiality

(Pursuant to 49 CFR Parts 382, 655 and 40)

A. Each individual's record of testing and results under this policy will be maintained private and confidential. With the exception of the testing laboratory, MRO, employee, designated departmental manager,

DOT/FTA or upon request of FHWA or State agency officials as part of an accident investigation, the results of individual drug tests will not be released to anyone without the express written authorization of the individual tested. Prior to testing, the individual will be informed about who will receive test data (e.g., testing laboratory, MRO, departmental manager).

B. All written records will be stored in locked containers or in a secure location with access available only by the individuals listed above or as otherwise necessary or required by law for the implementation of the DOT/FTA program.

C. Unless an employee gives his or her written consent, the employee's drug testing and/or E.A.P. records will not be released to a subsequent employer.

D. An employer may disclose information required to be maintained under Part 382 pertaining to an employee, the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this Part, or from the employer's determination that the employee engaged in conduct prohibited by Part 382 (including but not limited to a worker's compensation, unemployment compensation, or other proceeding related to a benefit sought by the employee) as set forth in 49 CFR 382.405(g).

E. An employee subject to DOT/FHWA/FTA testing may obtain copies of any employer records pertaining to the employee's use of alcohol or drugs and test results upon written request to the employer. 49 CFR 382.405(b).

20. Discipline Policy.

Under City policy, consistent with an alcohol-free and drug-free workplace, every effort will be made to help the employee deal with an alcohol or drug problem. However, if this effort fails or is obviously inappropriate given the employee's conduct, the nature of the drug and/or alcohol use, and/or the employee's position, then appropriate disciplinary action will be instituted. The employee covered by this policy who refuses or fails an alcohol or drug test and then refuses assistance or fails to satisfactorily complete the E.A.P. may be disciplined up to and including termination.

21. Conformity to Law.

In the event this policy is in violation of any applicable law or administrative regulation, the City will make such changes as are necessary to conform this policy to such law or administrative regulation.

APPENDIX I

COVERED POSITIONS/CLASSIFICATIONS
DOT/FHWA/FTA (Highways and Transit Operations)

The following employee classifications/positions are subject to testing if the employee holds a commercial driver's license and operate commercial motor vehicles (as defined in Appendix II) in a safety-sensitive position, or works in a safety-sensitive function in transit operations. Additional positions may be subject to testing if the employee has a commercial driver's license and operates a commercial motor vehicle in safety-sensitive duties.

CLASSIFICATION TITLES

Utilities Division
Utilities Supervisor
Assistant Utilities Supervisor
Utilities Maintenance Worker, Sr.
Utilities Maintenance Worker II
Utilities Maintenance Worker I

Electrical/Mechanical Maintenance Supervisor
Electrical/Mechanical Technician, Sr.
Electrical/Mechanical Technician II
Electrical/Mechanical Technician I

Fleet Maintenance Supervisor
Fleet Maintenance Mechanic, Sr.
Fleet Maintenance Mechanic, II
Fleet Maintenance Mechanic, I

Public Facilities Maintenance Services Division
Public Maintenance Supervisor
Assistant Public Maintenance Supervisor
Maintenance Worker, Sr.
Maintenance Worker II
Maintenance Worker I

APPENDIX II

DEFINITIONS

Accident A vehicle accident under 49 CFR Part 382 involving either (1) a loss of human life, or (2) the employee receives a citation for a moving violation arising from the accident. Also, an accident as defined in 49 CFR Part 655.

Air blank A reading by an EBT of ambient air containing no alcohol.

Alcohol The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol (CH_3), Ethyl alcohol (CH_2OH), ETOH (C_2H_5OH)

Alcohol concentration The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under Part 382 and Part 40.

Alcohol use Alcohol use in DOT/FTA rules means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Blind sample A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician (BAT) An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Chain of custody Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen at the DHHS certified laboratory.

Collection site A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Commercial motor vehicle A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR 172).

Confirmation test (alcohol) A second alcohol test that follows a screening test by BAT with EBT after 15 minute deprivation period. The confirmation test controls over the screening test (if different result). Results of alcohol concentration less than 0.02 are reported as negative. Result 0.02-0.039 require employee be removed from the safety-sensitive function (but no DOT violation) for 24 hours. Result 0.04 or more is a violation of the DOT/FTA rules and requires removal until further evaluation by SAP.

Confirmation test (controlled substance) A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MC) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

Covered employee Any person who performs functions classified by DOT/FTA as "safety- sensitive" functions and intended to be included and regulated by DOT/FTA-mandated drug and alcohol testing. This includes an applicant for employment in the covered classifications.

Controlled substance (commonly referred to as "drugs") Includes the following five prohibited drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines. See also the definition of drug test.

Deprivation period The period of time after a screening test for alcohol which indicates a breath alcohol concentration of 0.02 or greater. The waiting period cannot be less than 15 minutes but must be within 20 minutes from the completion of the screening test.

DHHS U.S. Department of Health & Human Services (federal).

Drug Program Manager (DPM) The employer-designated individual responsible for the preparation of a drug testing anti-drug plan which complies with DOT/FTA regulations and requirements. The DPM provides oversight and evaluation of the plan; reviews all discipline applied under the plan for consistency and conformance to employer policies and procedures; schedules random drug testing and return-to-duty testing; and maintains locked files on drug testing results.

Drug test (also referred to as controlled substance test) Refers to the DOT/FTA-mandated testing for certain controlled substances by a DHHS certified laboratory of employee urine samples for five prohibited drugs as follows: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines.

EAP Abbreviation for "Employee Assistance Program." DOT/FTA requires each employer to have an EAP program to provide education and training on substance

abuse to all employees including informational material, a community service hot-line telephone number, and distribution of employer's policy regarding the use of prohibited drugs and alcohol to all new employees.

Employee Any person who operates a commercial motor vehicle including full or part-time employees, leased drivers and independent owner-operator contractors who operate a commercial motor vehicle at the direction of the City, and employees engaged in safety-sensitive functions in transit operations. For pre-employment/pre-duty testing, the term employee includes a person applying for employment which would require the applicant to drive a commercial motor vehicle or engage in a safety-sensitive function in transit operations.

Evidential Breath Testing (EBT) device The equipment required by DOT/FTA for alcohol testing and approved by the National Highway Traffic Safety Administration (NHTSA) and listed on their Conforming Products List. EBT must be capable of printing out the results, date and time, a sequential test number, and the name and serial number of the EBT, to ensure the reliability of the results and one which NHTSA has approved a quality assurance program submitted by the device manufacturer.

Management Information System (MIS) Employer must maintain a record keeping and reporting system to include the number of covered and tested employees for both DOT/FTA-mandated drug and alcohol testing, the number of alcohol screening and confirmation tests, the number of drug tests, the number of denied positions in pre-employment testing (for drug), and the number of return-to-duty tests.

Medical Review Officer (MRO) The MRO is a licensed physician with knowledge of drug abuse disorders. MRO reviews all negative and positive drug test results and interviews individuals tested positive to verify the laboratory report before the employer is notified. MRO recommends whether and when an employee who refused to take or did not pass a drug test may return to work and schedule follow-up unannounced drug testing for a period of up to 60 months.

Performing a safety-sensitive function The employee is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform as a driver of a commercial motor vehicle, or who performs or will perform a safety-sensitive function for transit operations.

Positive alcohol test The confirmation test performed by the BAT with EBT recorded result of 0.04 or more which is a violation of the DOT/FTA rules and requires removal from the covered position until further evaluation by an SAP.

Positive drug test To have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a urine specimen that is

equal to or greater than the levels allowed by DOT/FTA in the confirmation test, and which is determined by the MRO to be the result of the use of illegal drugs. An employee whose drug test is positive cannot perform in a covered position until MRO retests and treatment and/or EAP.

Quality Assurance Plan (QAP) Plan for EBT developed by the manufacturer and approved by NHTSA. Key elements of the Plan include: methods for external calibration checks, minimum intervals for calibration checks, tolerances for calibration checks, inspection, maintenance and calibration reports. Employer must maintain records of compliance with QAP including calibration checks.

Random sample DOT/FTA drug and alcohol testing of covered employees performed on an unannounced and random selection basis. The random tests are spread reasonably over a 12-calendar month period to test at least 10% of all covered employees for alcohol, and 25% of covered employees for drugs.

Refusal to submit (to alcohol or drug test) The persons (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing,(2) fails to provide adequate urine for drug testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process.

Safety-sensitive position (function) An employee who drives, is ready to drive, or available to drive commercial motor vehicles for the employer is considered to be performing a safety-sensitive function according to DOT-FHWA/FTA regulations. Also, a safety-sensitive function includes any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

Screening test (or initial test) In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in his/her system.

Substance Abuse Professional (SAP) A licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

APPENDIX III

LIST OF SUPERVISORS RECEIVING TRAINING IN DRUG-DETECTION AND ALCOHOL MISUSE

The following list of supervisors presently supervise employees in covered positions listed in Appendix I for DOT/FTA/FHWA safety-sensitive functions. This list is subject to amendment without notice. To obtain a current list, contact the City's Personnel Office.

Felix Romero, Utilities Supervisor

Jose Cantu, Fleet Maintenance Supervisor

Dave Funk, Electrical/Mechanic Maintenance Supervisor

Mike Murphy, Public Facilities Maintenance Supervisor, Assistant

Keith Humphres, Public Facilities Maintenance Supervisor, Assistant

Ray Garcia, Public Maintenance Supervisor

Larry Gilley, Utilities Manager

Allison Van Guilder, Parks, Recreation & Public Facilities Director

Erik Schulze, Parks, Recreation & Public Facilities Manager

Michael Cooke, Municipal Services Director

APPENDIX IV

ALCOHOL TESTING PROCEDURES

Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40, and are outlined below:

A. For alcohol testing, the employer shall use only EBTs which meet the requirements of 49 CFR 40.231.

B. An EBT shall have a Quality Assurance Plan (QAP) developed by the manufacturer which designates the methods to be used to perform external calibration checks using devices on the NHTSA "Conforming Products List of Calibrating Units for Breath Alcohol Tests" and other requirements set forth in 49 CFR 40.233.

C. Alcohol testing will be performed on breath only unless otherwise required by DOT/FTA under amended regulations.

D. Alcohol testing shall be conducted in a location that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. (49 CFR 40.221)

E. Alcohol testing may be conducted in a mobile connection facility as permitted in 49 CFR 40.221(f).

F. The employer shall use the breath alcohol testing form prescribed by DOT form and log book requirements in Part 40, and the BAT shall follow all procedures required in Part 40.

G. Prior to testing, the BAT will require the employee to provide positive identification (such as a photo ID or ID by an employer representative).

H. A screening test (initial test) shall be performed by the BAT, with printed results which the BAT will show to the employee.

   1. In any case in which the breath alcohol concentration is less than 0.02, the BAT shall date and sign the form and the employee shall sign the certification and fill in the date on the form. No further testing is required and the BAT shall transmit the result of less than 0.02 to the employer in a confidential manner.

   2. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed (49 CFR 40 Subpart L.

I. A confirmation test is performed according to 49 CFR 40 Subpart M, by the BAT after a 15 minute deprivation period (but not more than 20 minute after the screening test) while under BAT supervision at all times. The result of the confirmation test controls and overrules the screening test (if a different result). Results are recorded on required forms and reported to the employer by the EBT.

1. Results of breath alcohol concentration less than 0.02 are reported as negative.

2. Results of breath alcohol concentration of 0.02 or greater but less than 0.04 will prevent the employee from performing or continuing to perform safety-sensitive functions until: (a) the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test (49 CFR 382.505, 49 CFR 655.35). Return to work is subject to the requirements of Sections 3(a)(6) and 14(b) of this City policy.

3. Results of alcohol concentration of 0.04 or more is a violation of the DOT/FHWA/FTA rules and requires removal from the safety-sensitive functions until further evaluation by a SAP and retesting.

J. Refusal to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing process to prevent the completion of the test shall be noted by the BAT and communicated to the employer.

K. Inability to provide adequate amount of breath because of a medical condition shall be immediately reported to the employer and require evaluation by a licensed physician acceptable to the employer according to Part 40.265.

L. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the consent or release form for the collection site shall be considered a refusal to test.

APPENDIX V

SUBSTANCE ABUSE PROFESSIONAL (SAP)

A. Substance Abuse Professional (SAP) is defined in 49 CFR 382.605, 49 CFR 655.52. See definitions in Appendix II.

B. The SAP is a licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in diagnosis and treatment of alcohol and controlled substances-related disorders. The name and address of the SAP is as follows:

Melvin M. Beckwith, CADC II, NCAC, ICADC, SAP17 East Main Street
P.O. Box 2326
Merced, CA 95344
(209) 777-9036

C. SAP functions include the following:

1. Conduct evaluation of employee who has engaged in prohibited conduct

2. Determine if employee needs assistance in resolving problems associated with alcohol misuse or controlled substance use

3. Refer employee for treatment/rehabilitation as appropriate

4. Conduct return-to-duty evaluation to determine if employee has complied with any recommendations for treatment/rehabilitation

5. May establish follow-up testing regime

6. May recommend drug testing for those employees who have poly-substance abuse problems

7. Reject test results that do not comply with the Mandatory Guidelines

8. Maintain the required records to administer this program

9. SAP cannot conduct treatment or refer to affiliated facility <u>except</u> if assessment and treatment through public agency, or person for treatment is provided through the health care program or the SAP is the only person available.

APPENDIX VI

CONTROLLED SUBSTANCE (DRUG) TESTING PROCEDURES

Controlled substance (drug) testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and as set forth in summary below:

A. Applicants and employees required to participate in the controlled substance (drug) testing program will be notified that a drug test is necessary and the basis upon which the testing is performed (e.g., random, post-accident, return-to-duty, etc.).

B. Drug testing will be performed utilizing split specimen urine samples. Split specimen requires collection of urine in a single container (minimum 45 ml) which is subdivided into two containers (30 ml primary; 15 ml secondary), labeled, sealed, and shipped in a single shipping container to the lab.

C. Each urine specimen shall be tested for evidence of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. (49 CFR 40, 49 CFR 382.107, 49 CFR 655.21)

D. An applicant who is offered a position covered by this policy will be required to report to the alcohol and drug testing collection site specified in Appendix IX of this policy and provide both an alcohol breath test and a urine specimen.

E. Upon notification that a drug test is required, an employee will report as soon as possible after notification to the drug collection site and provide a urine specimen.

F. The collection agency shall adhere to all requirements outlined in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, as amended.

G. Retention of urine specimens and retesting shall be in accordance with 49 CFR 40, 655, and 382.

   1. The laboratory shall retain samples that yield confirmed positive results for one year in secured frozen storage. The laboratory may be requested to retain the sample for an additional reasonable period; however, if no request is received during the one year period, the sample will be discarded at the end of one year.

   2. If the MRO determines there is no legitimate medical reason for a confirmed positive test result other than the unauthorized use of a

prohibited drug, the MRO shall advise the employee of the positive test result. The determination of a positive test level is set out in Appendix XIII herein. The employee may request retesting, which will require the employee to submit a written request to the MRO for a GC/MS retest of the secondary urine specimen within 72 hours after notification of the positive test result from the MRO receipt of final test results from the MRO. Retesting will be performed at a different DHHS certified lab that is certified by the U.S. Department of Health and Human Services (DHHS) which shall be selected by the employee's collective bargaining agent and be inspected and approved by City's MRO (see Appendix VIII for laboratory name and collection location). The cost of shipment (if any) and reanalysis of the specimen must be paid in advance by the employee and will be reimbursed if the retest is negative.

3. If the employee specifies retesting by a second laboratory, the original laboratory must follow approved chain-of-custody procedures in transferring the split specimen.

4. If the MRO is unable to contact the employee, the employer shall request the employee contact the MRO prior to dispatching the employee or within 24 hours, whichever is earlier.

H. Intentional acts of the applicant or employee to contaminate or invalidate the urine specimen will be deemed a failed test result. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the form for the collection site is considered a refusal to test.

I. A positive test for controlled substances (drugs) means to have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a bodily specimen that is equal to or greater than the levels specified in the appendix for the confirmation test and is validated by the MRO as being positive (see Appendix V). An employee whose drug test is positive will be considered in violation of this policy.

J. Blind Performance Test Procedures:

1. General:

a. The employer shall use blind testing quality control procedures as provided below.

b. The employer shall submit three blind performance test specimens for each 100 employee specimens submitted, up to a maximum of 100 blind performance test specimens submitted per quarter. DOT

may increase this per quarter maximum number of samples if doing so is necessary to ensure adequate quality control of employers or consortiums with very large numbers of employees.

2. Covered Employees: For employers with 2,000 or more covered employees, approximately 80 percent of the blind performance test samples shall be blank (i.e., containing no drugs or otherwise as approved by DOT/FTA) and the remaining samples shall be positive for one or more drugs per sample in a distribution such that all the drugs to be tested are included in approximately equal frequencies of challenge. The positive samples shall be spiked only with those drugs for which the employer is testing. This paragraph shall not be construed to prohibit spiking of other (potentially interfering) compounds, as technically appropriate, in order to verify the specificity of a particular assay.

3. Employers with fewer than 2,000 covered employees may submit blind performance test specimens as provided in the above paragraph. The employer may also submit only blank samples or may submit two separately labeled portions of a specimen from the same non-covered employee.

APPENDIX VII

MEDICAL REVIEW OFFICER (MRO)

A. Medical Review Officer (MRO) is defined in 49 CFR 40.121. The MRO is a licensed physician with knowledge of substance abuse disorders. See also Appendix II definition.

B. Medical Review Officer information:

Stephen J. Kracht, D.O.
Certificate # 0807863
P.O. Box 25902
Overland Park, KS 66225
Phone 800-881-0722 Fax 913-469-4029

C. The following is a partial listing of the MRO's specific responsibilities as defined in 49 CFR 40.123. Additional details of responsibilities may be found in the DHHS Medical Review Officer Manual.

1. Receive positive confirmed drug test results from laboratory.

2. Request, if needed, a quantitative description of drug test results.

3. Receive a certified copy of the original chain of custody.

4. Review and interpret positive drug test results according to the DOT/FTA-mandated standard set forth in Appendix XIII.

5. Inform the tested individual and provide drug test results.

6. Conduct a medical interview with the tested individual.

7. Review the individual's medical history, or any other relevant biomedical factors.

8. Give the individual an opportunity to discuss test results, and advise the individual that the original split urine specimen sample may be retested at a different DHHS certified laboratory upon the written request of the employee, if the written request is made within 72 hours from notification of the positive drug test result.

9. Order a reanalysis of the split urine specimen in a different DHHS certified laboratory, if necessary.

10. Consult with others if question of accuracy arises, consistent with confidentiality requirements.

11. Consult with laboratory officials.

12. Reject urinalysis results that do not comply with the Mandatory Guidelines.

13. Confirm an opiate-positive urine by "clinical evidence"; except for GC/MS confirmation of 6-monoacetylmorphine. (49 CFR 40.139)

14. Determine whether a result is scientifically sufficient.

15. Determine whether a result is consistent with legal drug use.

16. Forward results of verified positive tests to the employer.

17. Maintain the required records to administer this program.

APPENDIX VIII

NAME AND LOCATION OF DHHS CERTIFIED LABORATORY

The testing laboratory for this policy for primary testing will be a laboratory certified by DHHS and approved by the MRO. The name and location of the testing laboratory is as follows:

Alere Toxicology
111 Newton Street
Gretna LA 70053
Phone: 504.361.8989
Fax: 504.361.8298
Email: toxcs@alere.com

Retesting of the split sample will be performed by a different laboratory certified by DHHS and approved by the MRO. The name and location of the laboratory is as follows:

Quest Diagnostics
Corporate Headquarters
1290 Wall Street, West
Lyndhurst, NJ 07071
(800) 877-7484

Laboratory Procedures: The DHHS certified laboratories shall comply with all methods and procedures of 49 CFR Part 40, as amended, and will provide annual proof of certification and compliance to the City Occupational Health Services, MRO, and the employer.

APPENDIX IX

NAME AND LOCATION OF COLLECTION AGENT

Collection Agent:

Romeo Medical Work Wellness
Attn: Courtney Taylor
1801 Colorado Ave. Suite 130
Turlock, CA 95382
(209) 216-3333

After Hours and Weekends:

Emergency Department (Emanuel Medical Center)
825 Delbon Avenue
Turlock, CA 95382

Open 24 Hours

APPENDIX X

POST-ACCIDENT PROCEDURES AND INSTRUCTIONS
49 CFR PART 382.303(D) AND 49 CFR PART 655.4 REQUIREMENTS

A. If an accident involves (1) the loss of human life, or (2) the driver receives a citation for a moving violation arising from the accident, or (3) the accident involves a transit vehicle and an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (4) the accident involves a transit vehicle and one or more vehicles involved incurs disabling damage as the result of the occurrence, the driver must be tested for alcohol and drugs under the DOT/FTA-mandated policy. The testing should occur as soon as practicable following an accident.

B. Alcohol testing. If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (CFR 382.303(d)(1), 49 CFR 655.44).

C. Drug testing. If a drug test is required, the employee shall be tested for drug use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible.

D. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and, if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.

E. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.

F. Under the City-wide drug and alcohol policies, additional non-DOT/FTA testing may also be requested by the employer following any type of motor vehicle accident or incident in which safety precautions were violated or

unusually careless acts were performed, or which involve substandard performance by the employee, or related to unusual behavior, driving, altercations, or other indications of alcohol and/or drug usage.

APPENDIX XI

E.A.P. HOTLINE TELEPHONE NUMBER

E.A.P. HOTLINE TELEPHONE NUMBER:	1-800-535-4985
Operating Hours:	24 Hours

APPENDIX XII

RECORDKEEPING AND REPORTING PROCEDURES

Records will be maintained in accordance with the requirements of 49 CFR 382.401-409, et al. and 655.71 as outlined below:

A. Retention Period. The employer will keep the following records for the periods specified. These records will be maintained in a secure location with controlled access:

1. Five-Year Retention Period:

   a. Records of employee alcohol test results with results indicating an alcohol concentration of 0.02 or greater
   b. Records of employee verified positive drug test results
   c. Documentation of refusals to take alcohol/drug tests
   d. Calibration of Evidential Breath Testing (EBT) devices documentation
   e. Employee evaluation and referrals
   f. Copy of each annual calendar year summary required by 49 CFR 382.403
   g. Substance abuse professionals (SAP) evaluations and referrals will be kept a minimum of 5 years

2. Two-Year Retention Period:

   a. Records related to the alcohol and drug test collection process (except calibration of EBT devices).
   b. Records of BAT, supervisor and employee training after the individuals cease to perform those functions.

3. One-Year Retention Period:

   a. Records of negative and canceled drug test results
   b. Records of test results indicating a breath alcohol concentration less than 0.02
   c. Records relating to the collection process (except calibration) and required testing will be kept a minimum of two years.

4. Indefinite Retention Period

   a. Records related to the education and training of BATs, supervisors, and employees while the individuals perform the functions which require the training.

B. Types of Records Maintained. If a document is required to be prepared under these regulations, it must be maintained.

1. Records relating to the collection process include:

   a. Collection log books
   b. Documents related to the random selection process
   c. Calibration documentation for EBTs
   d. Documentation of BAT training
   e. Documentation of reasonable suspicion testing
   f. Documentation of reasoning for post-accident testing
   g. Documentation verifying a medical explanation for the inability to provide adequate breath or urine for testing
   h. Consolidated annual calendar year summaries required by 49 CFR 382.403

2. Records relating to employee's test results including:

   a. Employer's copy of alcohol test form including results of test
   b. Employer's copy of drug test chain of custody and control form
   c. Documents sent from MRO to employer
   d. Documents relating to refusal to test
   e. Documents presented by an employee to dispute the result of an alcohol or drug test
   f. Documents generated in connection with verifications of prior employers' alcohol or controlled substances test results that were obtained by the employer:

      i. In connection with the exception in 49 CFR 382.301, and
      ii. As required by 49 CFR 382.413.

3. Records related to other violations of DOT/FHWA/FTA

4. Records related to evaluations as follows:

   a. SAP determination of employee's need for assistance
   b. Records concerning employee's compliance with SAP recommendations

5. Records related to education and training as follows:

   a. Materials on awareness for alcohol misuse and controlled substance use including a copy of employer's policy

b. Documentation of compliance with the requirements of 382.601 including employee's signed receipt of education materials and policy
c. Documentation of supervisor training for alcohol and drug testing based on reasonable suspicion
d. Certification of training for breath alcohol technicians as required by 49 CFR 40.213(a)
e. Certification that any training conducted under 49 CFR 40 and 382 complies with the requirements for such training

6. Records relating to alcohol and drug testing as follows:

a. Agreements with collection site, laboratory, and MRO
b. Names and positions of officials and role in employer's testing program(s)
c. Semi-annual laboratory statistical summaries of urinalysis required by 49 CFR 40.111(a)
d. Employer's alcohol and drug testing policy and procedures
e. Location of all records

C. Reporting for Management Information System (49 CFR 382.403)

1. When requested by the Federal Motor Carrier Safety Administration during the month of January, annual summaries of alcohol and drug testing results shall be completed for the calendar year just ended, by March 15 of the following year using the Management Information System (MIS) form and instructions as required by 49 CFR part 40 (at 40.26 and appendix H to part 40) or the electronic version of the MIS form provided by the DOT. The annual summary shall include the following:

a. The number of drivers subject to Part 382
b. Drivers subject to testing under alcohol or drug use rules of more than one DOT agency, identified by agency
c. Number of urine specimens collected by type (random, pre-employment, follow-up, etc.)
d. Number of positive verified by MRO by type of test
e. Number of negative verified by MRO by type of test
f. Number of drivers denied position following pre-employment positive drug or alcohol test of 0.04 or greater
g. Number of drivers with tests verified positive by MRO for multiple drugs
h. Number of drivers who refused to take alcohol and/or drug test
i. Number of supervisors receiving alcohol reasonable suspicion training
j. Number of supervisors receiving controlled substance reasonable suspicion training

k. Number of screening alcohol tests by type of test
l. Number of confirmation alcohol tests by type of test
m. Number of confirmation alcohol tests indicating an alcohol concentration of 0.02 or greater but less than 0.04 by type of test
n. Number of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater by type of test
o. Number of drivers in this reporting period who were returned to duty (having complied with SAP recommendations) who previously: 1) had a verified positive drug test result, or 2) engaged in prohibited alcohol misuse
p. Number of drivers administered a drug and alcohol test at the same time with a verified positive drug test and an alcohol concentration of 0.04 or greater

2. Each employee shall be identified who is subject to more than one DOT/FTA agency alcohol or drug rule. The identification will be by the total number of covered functions. Prior to testing, the employer shall identify which DOT/FTA agency under which the employee performs more than 50% of his or her duties. and test result information shall be directed to the appropriate DOT agency. (49 CFR 655.45(j))

APPENDIX XIII

LEVELS OF CONTROLLED SUBSTANCES (DRUGS) CONSIDERED TO BE POSITIVE

Positive levels for prohibited drugs:

Drug and/or Metabolite	Initial Level	Confirmation Level
Marijuana	50 n/ml	15 n/ml
Cocaine	300 n/ml	150 n/ml
Opiates (morphine and/or codeine)	300 n/ml	300 n/ml
Phencyclidine (PCP)	25 n/ml	25 n/ml
Amphetamines and/or Methamphetamines	1000 n/ml	500 n/ml

EFFECTIVE JANUARY 1, 1996
AMENDED: DECEMBER 2000, JANUARY 2001, MARCH 2004, JANUARY 2007, JULY 2009, AUGUST 2011, January 2013, July 2015

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Council Synopsis

August 11, 2015

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to job descriptions for the position(s) of Crime & Community Information Analyst, Housing Rehabilitation Specialist I/II, Customer Services Supervisor, Utilities Maintenance Worker I/II, Utilities Maintenance Worker, Senior, Utilities Supervisor, and Parks, Recreation and Public Facilities Coordinator, effective August 11, 2015

2. DISCUSSION OF ISSUE:

Staff recommends the following changes to the below listed job description(s):

Crime & Community Information Analyst - the traditional Crime Analyst title & duties have been updated to better provide the additional requirements necessary for crime prevention, community information and proactive project advancements utilizing new and existing technologies (Attachment A)

Housing Rehabilitation Specialist I/II – revised to include language regarding the Housing Rehabilitation Specialist I/II providing professional and technical assistance to property owners participating in the Turlock/Stanislaus County HOME Consortium Housing Rehabilitation Program (Attachment B)

Customer Services Supervisor – revised to better meet needs and goals of division (Attachment C)

Utilities Maintenance Worker I/II - Updating required certifications (Attachment D)
Utilities Maintenance Worker Senior - Updating required certifications (Attachment E)
Utilities Supervisor - Updating required certifications (Attachment F)

Parks, Recreation, and Public Facilities Coordinator – job title, duties and minimum qualifications have been revised to more accurately meet needs and goals of departments as well as the community (Attachment G)

3. BASIS FOR RECOMMENDATION:

A. City Council approval is required for any new and/or revised job description(s).

Strategic Plan Initiative A. **EFFECTIVE LEADERSHIP**

1) GOALS:

c. Hire, develop and retain the best and most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None (Included in current year's adopted budget)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could deny approval of new and/or revised job description(s).

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING MODIFICATIONS TO JOB DESCRIPTIONS FOR THE POSITION(S) OF CRIME & COMMUNITY INFORMATION ANALYST, HOUSING REHABILITATION SPECIALIST I/II, CUSTOMER SERVICES SUPERVISOR, UTILITIES MAINTENANCE WORKER I/II, UTILITIES MAINTENANCE WORKER, SENIOR, UTILITIES SUPERVISOR, AND PARKS, RECREATION AND PUBLIC FACILICITIES COORDINATOR EFFECTIVE AUGUST 11, 2015	}	**RESOLUTION NO. 2015-**

WHEREAS, staff has identified a need to modify the job descriptions for the positions of:

Crime & Community Information Analyst
Housing Rehabilitation Specialist I/II
Customer Services Supervisor
Utilities Maintenance Worker I/II
Utilities Maintenance Worker, Senior
Utilities Supervisor
Parks, Recreation and Public Facilities Coordinator; and

WHEREAS, the requested modifications are identified in Attachments A-G to this Resolution.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve the modifications to the job descriptions for the positions of Crime & Community Information Analyst, Housing Rehabilitation Specialist I/II, Customer Services Supervisor, Utilities Maintenance Worker I/II, Utilities Maintenance Worker, Senior, Utilities Supervisor, and Parks, Recreation and Public Facilities Coordinator, effective August 11, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

Attachment A

~~Employment~~

~~Job Descriptions~~

CRIME & COMMUNITY INFORMATION ANALYST

DEFINITION

Under general supervision of the Special Operations Division, the analyst is responsible for the systematic and analytical processes directed at providing timely and pertinent information relative to crime patterns and trend correlations. These efforts will assist operational and administrative personnel in planning the deployment of resources for the prevention and suppression of criminal activities, aiding the investigative process, increasing apprehensions and the clearance of criminal cases. The analyst will also assist in the coordination and development of staff projects, and state and local reports. Secondarily, the analyst in ~~conjuction~~conjunction with the Public Information Officer (PIO) will plan, organize, direct and coordinate the development and supervision of the Police Department's social media and community engagement strategy and programs. The analyst will have working knowledge of law enforcement Computer Aided Dispatch and Records Management computer systems and software, along with extensive personal knowledge in computer hardware and software knowledge in the areas of CAD, RMS; Microsoft Word, ~~Powerpoint~~PowerPoint, Excel, Access, along with media platforms such as Facebook, Instagram, Nixel, Twitter etc.~~,~~.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, standby and call-back assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by a ~~police d~~Department supervisor as directed by the Police Chief.

Assignments may require the analyst to have indirect and direct supervision of ~~d~~Department personnel.

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

Assists the ~~d~~Department in meeting the basic objectives of crime prevention and suppression, apprehension, and the recovery of stolen property.

Collects, collates, analyzes and disseminates information concerning crime patterns and trends.

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Provides information to assist operations personnel (patrol and investigative officers) in the identification of specific and immediate crime problems and the arrest of criminal offenders.

Strategic analysis and projections concerned with long-range problems and long-term increases or decreases in crime. Strategic analysis also includes the preparation of crime statistical summaries and the provision of resource acquisition and allocation of information.

Provides administrative analysis focusing on the provision of economic, geographic, or social information to administrators. Administrative tasks may include grant writing and the preparation of feasibility studies, special research projects, and ~~c~~City ~~c~~Council reports.

Work with the Police Department Public Information Officer and plan and implement Communications and Information Programs~~.~~, which may include~~:~~ social media outreach activities, public service announcements (radio and TV), ~~c~~able access programing, online newsletter development and other promotional programs and activities.

Manage community relations by developing innovative programs and services to maintain and enhance community relations.

Assist the Crime Prevention Officer with maintaining, enhancing and directing staff in general neighborhood, residential, and business community outreach, and crime prevention programs.

Analyze, research, and prepare a variety of reports that support the office of the Police Chief.

Develop and maintain ongoing social media strategy for the ~~d~~Department with the ~~following~~ purpose~~:~~ to increase community engagement, manage social media content and presence on D~~d~~epartment social media channels, monitor social media channels for the Turlock Police Department relevant information, and develop and execute social media campaigns to promote engagement with community ~~&~~ and Turlock Public Safety.

Develop, maintain, and manage staff responsibilities for the D~~d~~epartment's social media presence to include existing social media channels and D~~d~~epartment website; keep web content current and innovative, leading the law enforcement profession in up-to-date information and maintain a high level of quality.

May serve as representative of ~~Police~~ Department to a variety of community and business meetings and participate in various community group boards and programs on behalf of the Police Department.

Advise and provide staff assistance to Police officials and other City staff and departments on effective social media and public information methods and procedures.

Prepare speeches, memorandums, presentations, and other documents for the Police Chief.

Develop and coordinate the delivery of specific outreach events and activities, targeting special population demographics within the City, including developing materials in second languages and establishing community partnerships with the City's culturally diverse community.

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Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Computer systems and software; law enforcement and criminal justice system; statistical manipulation and analysis; principles and techniques of public administration; techniques of administrative research and analysis; methods of report writing; budgeting principles; principles of supervision, training and performance evaluation.

Principles and practices of community/media relations and public information, including conduct of media relations relative to public-sector agencies; social media analytics; mainstream social media channels and the target audience for each; methods of report preparation and presentation; pertinent State, Federal and local laws, codes, and regulations; crime prevention issues; modern office procedures; methods and computer equipment and software; principles of supervision, training, and performance evaluation; Police structure and processes; analytical/research techniques; budget and operations analysis; general management principles; and Police Department and City policies and procedures.

Ability to:

Update and maintain records and files; compile data information prescribed formats; organize own work effectively; learn computer systems and assist in the maintenance of the D~~d~~epartment's Record Management System; prepare and present various reports and studies; communicate effectively with other employees and the public; conduct and evaluate D~~d~~epartmental programs; establish and maintain effective working relationships with those contacted in the course of work; communicate clearly and concisely, both orally and in writing; supervise, train, and evaluate assigned staff.

Develop, plan, direct, and manage one or more public information functions; analyze, interpret and evaluate staff reports, new laws, regulations, and codes relevant to the community/public information field and other assigned duties; defectively utilize computers and automated systems; maintain confidentiality; interpret polices, guidelines, and procedures; develop recommendations and assist in making decisions of considerable impact; work independently with minimal supervision; supervise, train, and evaluate ~~assigbe3d~~ assigned staff; ability to track community engagement, growth, and measure ~~effe3xtiveeness~~ effectiveness of social media strategies, administer City programs and coordinate work with other divisions, departments, and outside agencies; work with the public and discuss problems and complaints tactfully, courteously, and effectively; represent the Police and city in q variety of community hearings, meetings, and/or events; develop and modify websites; ~~cruciate~~ create and direct a variety of complex tasks and assignments simultaneously; communicate clearly and concisely, both orally and in writing; establish and marinating effective working relationships with those contacted in the course of work

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EXPERIENCE AND EDUCATION

Experience:

Any combination of relevant experience, education, and training will satisfy the required minimum qualifications, knowledge, and abilities. Three years of increasingly responsible professional experience in public relations, communications or analytics is required. A bachelor's degree in a related field may substitute for two years of experience.

Education:

Equivalent to an Associate's Degree from an accredited college with major coursework in computer science, business administration, criminal justice, public administration, journalism, communications, or a related field.

DESIRABLE QUALIFICATIONS

Graduate of the POST accredited Intelligence Analysis course.

Grant writing experience with funding sources similar to OCJP, DOJ, etc.

Experience working in a public-sector organization is desirable.

Two years' experience working in a Police agency.

Working knowledge of the Department of Justice Uniform Crime Reporting requirements.

Public Information Officer training ~~&~~ and experience

LICENSE AND/OR CERTIFICATE

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

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read instructions, read fine print, view computer screen, operate vehicles and equipment; hear well enough to converse on the telephone, on the radio and in person assisting individuals; bodily mobility to lift and maneuver supplies and equipment; use of hands and fingers for use of computer keyboard, copy machine, filing, writing, drive equipment and answering telephones; and be able to lift equipment as necessary.

Reviewed and approved: ~~Personnel Officer~~ _____

_____ **Personnel Officer** _____ **Date**

DRAFT

July 2015

DRAFT

Attachment B

HOUSING REHABILITATION SPECIALIST I/II

DEFINITION

Under general supervision, provides professional and technical assistance to property owners participating in the City of Turlock and the Turlock/Stanislaus County HOME Consortium Housing Rehabilitation Program related to construction and rehabilitation of property and performs related work as required. These classifications are assigned to the Miscellaneous bargaining unit for labor relations purposes and are subject to overtime and call-back assignments.

DISTINGUISHING CHARACTERISTICS

Incumbents in these classes report to and are supervised by the Community Housing Program Supervisor. The Housing Rehabilitation Specialist I is distinguished from the Housing Rehabilitation Specialist II in that the latter performs duties at the fully qualified work level. After two (2) years of satisfactory performance as a Rehabilitation Specialist I and successful completion of a rehabilitation construction certification examination, the incumbent will be eligible for promotion to Housing Rehabilitation Specialist II.~~Eighteen (18) months of experience working as Rehabilitation Specialist I or at a position equivalent to a Rehabilitation Specialist I and possession of a certification or course completion in a HUD regulation such as lead based paint, mold or other construction discipline will make the candidate eligible for the Housing Rehabilitation Specialist II position.~~

ESSENTIAL FUNCTIONS~~XAMPLES OF DUTIES~~ – Duties may include, but are not limited to the following:

- Makes field inspections of dwellings of potential participants in the housing rehabilitation program
- Prepares specifications for work to be performed
- Drafts and checks plans
- Prepares detailed cost estimates of proposed work and presents the estimates to property owners
- Assists property owners in preparing bids and soliciting bidders
- Gives technical assistance to homeowners on all phases of construction
- Works with property owners and contractors to develop suitable agreements

DRAFT

- Inspects dwelling units during rehabilitation to determine compliance with applicable housing and building codes and policies of the Housing Rehabilitation Program

- Housing Quality Standards inspections for Turlock and member jurisdictions First Time Homebuyer programs

- Assists in marketing and promoting the rehabilitation program to potential clients

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MINIMUM QUALIFICATIONS

Knowledge of:

- State and County laws, codes and ordinances relating to building construction and zoning.
- Types of building materials and variation in their quality.
- Methods of building construction and rehabilitation.
- Principles and techniques of building inspection.
- Principles and techniques of structural rehabilitation.
- Principles and techniques of real estate appraisal.

Ability to:

- Interpret provisions of applicable codes, ordinances, and regulations enforceable by the City.
- Apply technical knowledge of building trades work.
- Use sound inspection methods to examine workmanship and materials and to detect deviations from plans, specifications, and standard installation practices.
- Prepare work specifications for rehabilitation.
- Accurately estimate the cost of material and labor for potential rehabilitation work.
- Relate to individuals of various social-economic levels.
- Read and interpret diagrams, plans, and specifications.
- Make arithmetic computations rapidly and accurately.
- Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Housing Rehabilitation Specialist I

Education and experience equivalent to graduation from high school and three years experience in housing construction or related occupational field dealing with the housing construction industry. Thirty units of college level course work in Construction Technology or related field may be substituted for one year of the required experience.

Housing Rehabilitation Specialist II

Eighteen months experience working in a position equivalent to a Housing Rehabilitation Specialist I.

LICENSE

Possession of a valid and appropriate California Driver's License at the time of appointment to be maintained as a condition of continued employment.

CERTIFICATE:

Possession of a certification or course completed in a related HUD regulation such as lead based paint, mold or other construction discipline.

Reviewed and approved: _____ _____
Personnel Officer Date

August 1987
Revised, 6/90, 1/07, 7/15

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CUSTOMER SERVICES SUPERVISOR

DEFINITION:

Under general supervision, supervises and participates in the operations of the business licenses, utility billing, and accounts receivable functions of the City; implements and monitors utility billing systems and procedures; and supervises accounting office support staff Departments; and performs other job related work as required. This is a working supervisor position. This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime and call-back assignments.

SUPERVISION RECEIVED AND EXERCISED:

General supervision is provided by the Municipal Services Department Director. The Customer Services Supervisor supervises Account Clerk staff, Accounting Technician, and office support staff.

DISTINGUISHING CHARACTERISTICS:

This is a first level working supervisory position responsible for a discrete sub-divisional organizational component involving the accounts receivable and business licensing functions of the City. The job incumbent has responsibility for assigning, supervising, and directing the work of staff assigned to the accounts receivable and business licensing functions of the City. Duties and responsibilities are performed in accordance with law, ordinance, and City policy.

ESSENTIAL FUNCTIONS: - Duties may include, but are not limited to:

- Plans, develops, and implements or directs the implementation of goals, objectives, policies and priorities relating to account receivables functions.
- Administers and directs the work of accounting office support staff with responsibilities for business licenses, utility billing, and other accounts receivable functions.
- Analyzes accounts receivable records and reports problem areas to professional accountant staff for resolution and corrective action.
- Prepare a variety of accounting reports.
- Schedules and oversees regular and delinquent utility billings.
- Calculate building permit and business license charges.
- Process changes in addresses, annexations, subdivisions that impact account receivables records.

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- Review all receipts to ensure accuracy of account and fund numbers.
- Maintain a variety of ledgers and accounts for miscellaneous accounts.
- Prepare bank reconciliation statements and reconcile periodic bank statements.
- Oversee daily deposits and make necessary adjustments to reimburse petty cash account.
- Conduct periodic studies to adjust utility rates, reconcile accounts, and ensure that all entities conducting business have a required business license.
- Responds to sensitive citizen information requests and complaints.
- Schedule and conduct a variety of staff meetings and conferences.
- Supervises the activities of subordinates including employee selection, training, instruction, task assignment, work review, timely performance evaluations and administration of progressive discipline as needed.
- Ensures close coordination with other City departments and affected outside groups.
- Occasionally may assist with presentations before various groups, including City Council, Commissions, and professional and public meetings, as needed.
- Answers questions; provides information to the public; recommends corrective actions; investigates, reports, documents and resolves complaints.
- Builds and maintains respectful, positive working relationships with staff, supervisors, other City departments, outside agencies and the public using principles of good customer service, provides effective conflict resolution, as needed.
- Models appropriate professional conduct, maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:
Knowledge Of:

- Principles and practices of governmental accounting and maintenance of financial records.
- Federal, State and local codes and ordinances relating to taxes, fees, licenses, permits and contracts.
- Modern office practices, procedures, methods and equipment.
- Principles of employee supervision, career development and training.
- The concepts of word processing, micro-computer and mainframe computer applications.
- Modern methods of records and archival management.
- Budgeting procedures and techniques.

DRAFT

- Principles and practices of supervision, staff selection, training and personnel management.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution and excellent customer service.
- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution and excellent customer service.

Ability To:

- Plan, organize, direct and supervise the work of a small administrative and office support staff.
- Develop, implement and evaluate accounts receivable accounting systems.
- Examine and verify financial documents and reports.
- Operate a variety of office machines and automated equipment.
- Interpret and apply accounting rules, regulations and contract agreements.
- Delegate authority and responsibility effectively.
- Establish and maintain cooperative working relationships with elective officials, administration, other employees, and the general public.
- Present ideas effectively orally and in writing.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.
- Lead, supervise, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise departmental goals and City objectives.
- Use computer and needed programs effectively.
- Organize, analyze, manage and implement a variety of programs.
- Forecast and administer a budget.

EXPERIENCE AND EDUCATION

Experience:

Four years of increasingly responsible accounting support work in public utility billings, the processing of taxes, licenses, fees and permits, collections and maintenance of financial records including some lead-worker experience that would have provided the opportunity to develop the required skills, knowledge and abilities.

Education:

Equivalent to possession of an Associates Degree in Business or a related field.

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LICENSE AND/OR CERTIFICATE

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Maintenance of a valid California Driver's license and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS:

Maintain the following physical abilities: See well enough to read instructions, read fine print, view computer screen, operate vehicle and related equipment; hear well enough to converse on the telephone and in person, assist the public and other staff; use hands and fingers for use of computer keyboard, copy machine, filing, writing, drive vehicles and answer telephone.

Reviewed and Approved: _____ Date: _____
Personnel Officer

Revised 2/02, 7/15

DRAFT

UTILITIES MAINTENANCE WORKER I/II

DEFINITION

To perform a wide variety of semi-skilled to skilled work in the construction, replacement, repair, installation, and cleaning of the City's sanitary sewer, storm collection system, and water distribution systems and related facilities.

This classification is assigned to the ~~M~~miscellaneous bargaining unit for labor relations purposes and is subject to overtime, call-back, and standby assignments.

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

- Install, remove, clean, and repair sewer lines, storm lines, water lines and related facilities.
- Cut, lay, install, and repair water mains, storm lines, sewer lines, valves and hydrants, etc.
- Operate large construction equipment such as dumptrucks, backhoes, loaders, trenching machines, etc.
- Build and repair manholes, catch basins, and other related facilities.
- Participate in construction, maintenance, and repair work, using established safe work practices and procedures.
- Operate large and complex maintenance equipment such as Hydrovactors, rodders, hydro-cleaners, closed circuit televising equipment, etc.
- Install barricades and route traffic in a safe manner.
- Respond to public complaints and requests for service.
- Turn on new water services, turn off discontinued water services and delinquencies, disconnect sewer services, and distribute notification papers related to the same.
- Operate a jackhammer and pour and finish concrete.
- Install shoring and related safety equipment.

DRAFT

- Operate sewer cleaning equipment in emergency conditions.
- Locate and repair water leaks, damaged lines, and worn valves.
- Install, test, repair, and replace fire hydrants.
- Test, repair, install, and replace backflow prevention devices.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Utilities Maintenance Worker I

Knowledge of:

- Basic construction, repair, and maintenance methods, procedures, tools, equipment, and materials.
- Safe work practices under hazardous conditions.
- Operation of a variety of construction equipment.

Ability to:

- Perform a variety of construction, repair, and maintenance tasks.
- Locate underground services.
- Work under routine and emergency conditions, sometimes in severe weather.
- Install, repair, remove and clean pipes.
- Operate a variety of construction and maintenance equipment, including a jackhammer.
- Install and remove shoring.
- Work efficiently and safely with others.
- Understand and follow instructions and directions.
- Perform a wide variety of physically strenuous tasks as required.
- Respond appropriately to public inquiries and complaints in a tactful, courteous manner.

Utilities Maintenance Worker II

Knowledge of:

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- Journey level methods, materials, and equipment used in the repair, installation, cleaning, and maintenance of the sanitary sewer system, storm collection system, water distribution system and related appurtenances.

- Safe work practices under hazardous conditions such as confined space entry~~,~~ and working in the public right-of-way.

- City regulations, procedures, and operations related to operation and maintenance of the City's sewer, storm collection systems, and water distribution systems.

- Basic use and operation of personal computers, including ability to create correspondence, access job related files~~,~~ and enter data.

- Basic principles of backflow knowledge.

- Journey level knowledge of the City's distribution systems and maps.

- City geography and the municipal street system.

Ability to:

- Meet all requirements of a Utility Maintenance W~~w~~orker I ~~requirements~~.

- Train others in the safe and correct use of a wide variety of construction and maintenance equipment.

- Safely operate heavy construction and repair equipment with proficiency and efficiency.

- Recognize and deal with hazards encountered in the course of work.

- Read, interpret, and understand blueprints and construction drawings.

- Communicate clearly and concisely both orally and in writing.

- Respond to emergencies as required and take corrective action as needed.

- ~~Thread pipe.~~

- Troubleshoot for faulty system equipment.

- Make independent decisions in field situations with effectiveness and efficiency.

- Use and interpret closed circuit televising equipment.

- Understand and implement all related safety rules and procedures.

- Demonstrate journey level skills in all phases of construction, repair, maintenance, and cleaning of sewer, storm, and water distribution systems.

DRAFT

- Obtain basic backflow knowledge and basic knowledge of potable water system operation.
- Develop advanced knowledge of sewer system, storm system, and water distribution system.
- Serve in lead capacity for short periods of time.

EDUCATION AND EXPERIENCE

Utilities Maintenance Worker I

Education:

High School diploma or GED certificate.

Experience:

One year of construction or maintenance experience working with pumps, valves, basic plumbing functions, and working with heavy equipment.

Utilities Maintenance Worker II

Education:

High School diploma or GED certificate. Six college units or CEU's in a related field or scholastic general education (i.e. Speech, Math, English, Science, Foreign Language, etc.).

Experience:

Two years of experience as a Utilities Maintenance Worker in a position comparable to that of a Utilities Maintenance Worker I for the City of Turlock.

LICENSE AND/OR CERTIFICATE(S)

Utilities Maintenance Worker I

License:

Possession of an appropriate, valid California Driver's License at the time of appointment, to be maintained as a condition of continued employment. Ability to obtain a Class B Driver's License within nine (9) months from date of employment, to be maintained as a condition of continued employment.

Certificate(s):

Note: Employees appointed to this position on or after 4/7/15 must meet the following qualifications.

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Possession of a ~~Certificate in~~Water Distribution Grade I Certification issued by the Department of Public Health within 24 months from date of hire and a Collections System Maintenance Grade I ~~g~~Certification issued by the California Water Environment Association ~~or Collections~~ within 36~~18~~ months from date of hire.

Possession of a Work Zone Safety Certification within 24 months from date of hire.

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Utilities Maintenance Worker II

License:

Possession of an appropriate, valid, Class B Driver's License and proof of automobile liability insurance at the time of appointment, to be maintained as a condition of continued employment.

Certificate(s):

Note: Employees appointed to this position on or after 4/7/15 must meet the following qualifications.

Possession of a Water Distribution Grade II Certification issued by the Department of Public Health and a ~~in Water or~~Collections System Maintenance Grade II Certification issued by the California Water Environment Association.~~s~~.

Possession of a Work Zone Safety Certification.

Possession of a Hazardous Materials First Responder, Awareness Level, (FRA) Certification within 18 months from date of appointment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write and make observations, operate hand and power tools, vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time, operate assigned equipment and vehicles and perform heavy manual labor for extended periods; ability to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment ~~as necessary~~on a frequent basis 25lbs, and on an occasional basis 50lbs.

~~**NOTE:** When this position is filled through flexible staffing, the requirements as defined in the Flexible Staffing program must be met to be eligible to promote to a Utilities Maintenance Worker II.~~

Reviewed and approved: _____ ~~Human Resources~~

_____ Personnel Officer _____ Date

January, 1996
Revised, 9/96, 10/04, 2/08, 4/15
~~Revised, 10/04~~
~~Revised, 2/08~~

DRAFT

~~SENIOR~~ UTILITIES MAINTENANCE WORKER, SENIOR

DEFINITION

To perform advanced journey level work in the construction, maintenance, and repair of the City's sanitary sewer, storm collection system, and water distribution system; and to provide responsible technical staff assistance; and to perform related work as required.

This classification is assigned to the ~~M~~miscellaneous bargaining unit for labor relations purposes and is subject to overtime, call back, and standby assignments.

SUPERVISION RECEIVED AND EXERCISED

Provides direct and indirect lead field supervision of sewer, storm, and water construction, repair and maintenance personnel.

Receives supervision from the Utilities Supervisor.

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

- Plan, coordinate, and supervise activities and work in conjunction with the Utilities Maintenance Supervisor, relating to the construction, maintenance, repair and upkeep of the water distribution, sewer, and storm systems.
- Inspect and review work of subordinates.
- Assist and train less experienced personnel.
- Prepare and review cost estimates for new service installations and main line extensions.
- Requisition and purchase of materials and supplies; maintain records, inventory and reports.
- ~~Assist and train less experienced personnel.~~
- Respond to public complaints and requests for service.
- Install shoring and related safety equipment.
- Perform and oversee more complex and difficult work.

DRAFT

- Assist in the development of plans and specifications for new facilities
- Participate in and oversee the operation of preventive maintenance programs designed to prolong the useful life of the sewer and storm systems and the water distribution system.
- Operate sewer cleaning equipment in emergency conditions.
- Participate in and oversee the maintenance of City water well stations and the flushing program.
- Pour and finish concrete.
- Perform related duties as assigned.
- Operate and oversee the use of closed circuit televising equipment.

MINIMUM QUALIFICATIONS

Knowledge of:

- Advanced journey level methods, materials, and equipment used in the cleaning, construction, repair, and inspection of the sewer, storm, and water distribution systems.
- Advanced journey level knowledge of the City's distribution systems and maps.
- Advanced principles of backflow knowledge and advanced knowledge of potable water system operation.
- Principles and practices of supervision.
- Safe work practices under hazardous conditions.
- Confined space entry procedures and knowledge of Cal OSHA safety requirements.
- City geography and the municipal street system.
- Principles and practices of effective customer relations.
- Principles and techniques of organization, administration, budget and personnel management.
- Proficient vactor operation.
- Proper use of fittings and couplings.
- Emergency well shut down procedures.
- Basic principles and practices of engineering as they relate to sanitary sewer, storm collection, and water distribution systems.

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Ability to:

- Assist the Utilities Maintenance Supervisor in the planning, scheduling, and directing of water system, sewer system, and storm collection system construction, repair, and maintenance activities.
-
- Read, interpret, and understand blueprints and construction drawings. Communicate clearly and concisely both orally and in writing.
- Install water meters.
- Basic understanding of appropriate codes, laws, and regulations, governing domestic water systems, sewer systems, and storm collection facilities.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Respond to emergency situations as they arise.
- Operate and train subordinates in the proper and safe use of equipment used in the construction, repair, maintenance, and inspection of sewer, storm collection, and water distribution systems and related facilities.
- Participate in and supervise activities associated with confined space entry activities.

EDUCATION AND EXPERIENCE

Education:

High School diploma or GED certificate. Six college units or CEU's in a related field or scholastic general education (i.e. Speech, Math, English, Science, Foreign Language etc.) and three college units or CEU's in supervision or management for a total of nine college units or CEU's.

Experience:

Three years of experience as a Utilities Maintenance Worker in a position comparable to a Utilities Maintenance Worker II with the City of Turlock.

LICENSE AND/OR CERTIFICATE(S)

License:

Possession of an appropriate, valid Class B California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Certificate(s):

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Note: Employees appointed to this position on or after 4/7/15 must meet the following qualifications.

Possession of a Water Distribution Grade III Certification issued by the Department of Public Health, and possession of a or Grade II certification in Collections System Maintenance Grade II Certification issued by the California Water Environment Association. and

pPossession of a current Backflow Prevention Assembly Tester certification issued by the CA-NV Section of American Water Works Association.

If a Grade III Water Certification is held, possession of a Grade I Collections Certification is required within 12 months from date of appointment. If a Grade III Collections Certification is held, possession of a Grade I Water Certification is required within 12 months from date of appoPossession of a Work Zone Safety Certification.

Possession of a Hazardous Materials First Responder, Awareness Level, (FRA) Certification.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write and make observations, operate hand and power tools, vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time, operate assigned equipment and vehicles and perform heavy manual labor for extended periods; ability to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment as necessaryon a frequent basis 25lbs, and on an occasional basis 50lbs.

NOTE: When this position if filled through flexible staffing, the requirements as defined in the Flexible Staffing program must be met to be eligible to promote to a Senior Utilities Maintenance Worker.

Reviewed and approved:

Personnel Officer Date

Reviewed and approved: Personnel Officer

January, 1996
Revised, 10/04, 8/05, 4/15
Revised 08/2005

DRAFT

UTILITIES SUPERVISOR

DEFINITION

To perform skilled work and supervise the day to day operation, maintenance, and repair of the City's sewer/storm water collection systems and potable water system; to supervise the implementation of policies and procedures related to the installation and repair of the water and sewer/storm lines and related facilities and equipment; and provide technical staff assistance. This is a working supervisor position.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime and call-back assignments.

DISTINGUISHING CHARACTERISTICS

This is a working supervisory level position. The incumbent in this position will be required to use considerable independent judgment and initiative, as well as assigning and evaluating the work of subordinate personnel.

SUPERVISION EXERCISED AND RECEIVED

General direction is provided by the Utilities Manager. Supervision is exercised over utilities personnel.

ESSENTIAL FUNCTIONS

Duties include, but are not limited to the following:

- Perform skilled work, assist in the development of and implementation of policies and programs related to the City's water distribution and collections system operations, installation, maintenance, and repair.

- Oversee the day to day planning and assignment of programs related to operations and maintenance projects; prioritize objectives, evaluate progress, and implement changes to ~~in~~ensure attainment of established goals.

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- Coordinate activities and programs with those of other divisions in ~~the~~ Municipal Services and other City services.

- Confer with developers and contractors to ensure City standards are being adhered to as they pertain to underground utilities.

- Provide general supervision to personnel; evaluate performance and recommend or implement appropriate personnel action.

- Supervise compliance with local, state, and federal regulations, requirements, specifications, and with safe work practices and procedures.

- Assist in developing and administering Division budgets; authorize expenditures for supplies, materials, and equipment.

- Oversee and participate in the development and implementation of division performance standards and training programs.

- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Methods, materials, techniques, and equipment used in the construction, operation and maintenance of water, storm and sewer systems.

- Principles of supervision, training, and performance evaluations.

- Principles and techniques involved in large scale water supply and collections system operations.

- Federal, state, and local regulations and codes relating to water, storm, and sewer.

- Primary and secondary drinking water standards.

- Backflow and cross-connection principles and operations of backflow devices.

- Safe operating, construction and maintenance procedures for water, storm, and sewer.

- Principles and practices of effective customer relations.

- Basic computer skills; word processing, spreadsheets, and computerized maintenance management systems.

Ability to:

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- Effectively supervise, train, and evaluate subordinates.
- Effectively direct and coordinate diverse municipal water distribution and collections operations and maintenance.
- Communicate clearly and concisely, both orally and in writing.
- Accurately estimate labor and material requirements and implement decisions.
- Plan, schedule and direct water, storm, and sewer construction and repair work.
- Understand and implement codes, laws, and regulations governing the water/collection systems.
- Establish and effectively maintain cooperative working relationships with those contacted during the course of work.
- Respond effectively to emergency situations as they arise.
- Ability to use computer systems; word processing, spread sheets, tracking of labor, parts, equipment, and maintenance cost.
- Assist in administering Division budget.

EXPERIENCE AND EDUCATION

Experience:

Four years experience performing increasingly responsible assignments equivalent to those performed by a Senior Utilities Worker or Assistant Utilities Supervisor in the public utilities (storm & sewer collection and water distribution) field.

Education:

Equivalent to the possession of an Associates Degree with coursework in construction, facilities, management, business or related fields within four (4) years of appointment.

- Must have a minimum of thirty (30) college semester units at the time of appointment and obtain a total of sixty (60) semester units within four (4) years of appointment.

LICENSE AND/OR CERTIFICATE(S)

License:

Possession of a valid California Class B Driver's License, to be maintained as a condition

DRAFT

of continued employment.

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Certificate(s):

At Time of Appointment

Possession of a ~~Grade III certification in either~~ Water Distribution Grade III Certification issued by the Department of Public Health~~,~~ and ~~-~~[JL1] a Collection System Maintenance Grade II Certification issued by the California Water Environment Association. ~~and a current~~

Possession of a Backflow Prevention Assembly Tester Certification issued the CA-NV Section of American Water Works Association.~~:~~
~~1) Collections Systems from California Water Environment Association;~~
~~2) Water Treatment Plant from the California Department of Health; or~~
~~3) Water Distribution Certification from American Water Works Association~~
Within 36 months of Appointment

Obtain a Water Distribution Grade IV Certification issued by the Department of Public Health and a current Cross Connection Control Specialist eCertification issued by the CA-NV Section of American Water Works Association.~~In addition to the Grade III level certification in either, water or collections, the incumbent must obtain a minimum Grade II certificate in the field in which they do not possess the Grade III.~~

~~Within 60 months of Appointment~~

~~Must obtain a Grade III certification in both, water and collections~~.

DESIRABLE QUALIFICATIONS

Possession of an Associate of Arts Degree in a related field.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read and write and make observations and to operate hand and power tools, vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time and to operate assigned equipment and vehicles and perform heavy, manual labor for extended periods, able to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment ~~as necessary~~on a frequent basis 25lbs, and on an occasional basis 50-lbs.

~~Class Revised: 2/02, 4/03, 12/08~~

Reviewed and approved: _____

Personnel Officer Date

DRAFT

~~Reviewed and Approved:~~

_____

~~Personnel Officer~~

_____

~~Date~~

Revised 2/02, 4/03, 12/08, 4/15

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Parks, Recreation & Public Facilities Coordinator

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DEFINITION

Under the general direction of the Recreation Sr. Supervisor, the Coordinator is responsible for developing, organizing, and supervising part-time recreation personnel and activities including but not limited to after school programs, summer camps, aquatics, sports and special events. Responsibilities include but are not limited to recruiting, training and supervising of part-time, seasonal, and volunteer program staff as well as monitoring and assisting program grants and contractual agreements. Perform related work as assigned.

This position is assigned to the Miscellaneous Bargaining Unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

SUPERVISION RECEIVED AND EXERCISED

The Coordinator receives direct supervision from the Recreation Sr. Supervisor in charge of the assigned program area. The Coordinator supervises part-time, seasonal and volunteer personnel.

CLASS CHARACTERISTICS

This class provides leadership and general guidance for City recreation and related programs and activities. Work is performed at a variety of recreation sites, including community centers, schools, playgrounds, parks, sports facilities and other sites. Incumbents may be considered subject area experts in areas such as after school, aquatics, sports, or contract classes, or may be program generalists.

ESSENTIAL FUNCTIONS: – Duties may include, but are not limited to the following:

- Develops, organizes and supervises recreation activities.
- Helps recruit, train and supervise part-time, seasonal and volunteer staff.
- Prepare program/activity reports, evaluations and maintains records.
- Attend training sessions and meetings as assigned.
- Coordinates programs/special events with community organizations.

- Establish and maintain effective working relations with public groups, agencies, school officials, and media in the course of work.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Current recreation principles as applies to community programming.
- Basic programming and supervision techniques.
- Promotional publicity techniques and tools.
- Basic concepts of recreation/social programming.

Skills in:

- Developing, organizing, supervising, and evaluating recreation programs and activities.
- Recruiting, training, supervising and evaluating staff.
- Coordinating programs and special events with community groups.

Ability to:

- Work effectively with the public, community groups and on teams.
- Resolve conflicts effectively.
- Schedule staff, programs and activities.
- Effectively use written and oral communication techniques.
- Use spreadsheets and graphic programs.
- Perform clerical duties.

EDUCATION AND EXPERIENCE

Education:

Graduation from a college or university with a Bachelor of Arts degree in Recreation, Community Services, Communications, Marketing or related field.

Experience:

DRAFT

Two years of experience in organized Recreation Services, Leisure Service or related field work in a responsible leadership capacity.

LICENSE AND/OR CERTIFICATES

Possession of an appropriate valid California Drivers License at the time of appointment, to be maintained as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read instructions, read fine print, view computer screen, operate vehicles and equipment; hear well enough to converse on the telephone, on the radio and in person assisting customers and program participants; bodily mobility to lift and maneuver program supplies and equipment; use of hands and fingers for use of computer keyboard, copy machine, filing, writing, drive equipment and answering telephones; tolerate extreme fluctuations in temperature while performing essential functions and able to lift equipment as necessary.

Reviewed and approved:_____ _____

Personnel Officer **Date**

July 2015
Revised: 7/15

DRAFT

50

Council Synopsis

August 11, 2015

From: Roy W. Wasden, City Manager

Prepared by: Kellie Weaver, City Clerk/Exec. Asst. to City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Providing copyright permission to John Carlyle Parker authorizing the reprinting of certain material contained in *Streams in a Thirsty Land*, for use in his autobiography entitled, *The Saga of a Librarian*

2. DISCUSSION OF ISSUE:

The City of Turlock received a request from John Carlyle Parker and Janet Parker requesting permission to reprint certain material from *Streams in a Thirsty Land,* written by Hohenthal, Caswell & Others, Copyright by City of Turlock, 1972. Mr. Parker was an academic librarian at California State University, Stanislaus for 31 years, a resident of Turlock for 47 years, and is now completing his autobiography, *The Saga of a Librarian*. Mr. Parker has requested to include several quotes from *Streams in a Thirsty Land* to give his readers a flavor of his former home town and has provided Copyright Permission Request forms to the City.

Because the City of Turlock holds the Copyright for this material, staff is requesting authorization for the reprinting of certain material as requested by Mr. Parker.

3. BASIS FOR RECOMMENDATION:

A. The reprinting of this material brings recognition to Turlock's rich history.

B. Pursuant to Copyright, quotations over 250 words require prior approval.

Strategic Plan Initiative: Not specifically identified within the City Strategic Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Budget Amendment

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose to not grant Copyright permission.

11 W Banbury Drive
Stockton, CA 95207
janetpar@comcast.net
June 24, 2015

RECEIVED
JUN 26 2015
CITY ATTORNEY

City of Turlock
156 S Broadway
Turlock, CA 95380

Re: Copyright permission, *Streams in a Thirsty Land*

Dear City of Turlock:

John Carlyle Parker was an academic librarian at California State University, Stanislaus for 31 years , and Turlock was our happy home for 47 years. We thought we would always live in Turlock, but as we approached our 80s we realized it was important to live near family.,

Now Carlyle is completing his autobiography, *The Saga of a Librarian*, and would like to include in it several quotes from the local history, *Streams in a Thirsty Land.*, to give his readers a flavor of our former home town.

Enclosed are two copyright permission forms and the draft pages with the quotes from your book highlighted to show exactly what he wants to use.

We would appreciate your consideration of this request.

Thank you.

Sincerely yours.

John Carlyle Parker Janet Parker

John Carlyle Parker and Janet Parker

11 W Banbury Drive
Stockton, CA 95207
janetpar@comcast.net
June 24, 2015

City of Turlock
156 S Broadway
Turlock, CA 95380

Dear Turlock City Person:

We are writing to request permission to reprint the follow material from your publication:

City of Turlock, 1972
Helen Alma Hohenthal and Others
John Edwards Caswell, Editor
Streams in a Thirsty Land
Pages 130-1, 238-240 (About 320 words) (Draft enclosed)

This material is to appear in the following work that the Thomson-Shore Publishing Company is now preparing for publication:

Self published, Thomson-Shore Press
The Saga of a Librarian
John Carlyle Parker and Janet G. Parker
Hardbound autobiography, 550 pages, 100 Copies
Fall, 2015
To be sent free to family, friends and libraries with the suggestion that the authors' cost ($45) be sent to a favorite scholarship fund.

If you are the copyright holder, may we have your permission to reprint the above material in our book? If you do not indicate otherwise, we will use the usual scholarly form of acknowledgment, including publisher, author, title, etc.

If you are not the copyright holder, or if additional permission is needed from another source, please so indicate.

Thank you for your consideration of this request. A duplicate copy of this form is enclosed for your convenience.

Sincerely yours, John Carlyle Parker Janet G. Parker

The above request is hereby approved on the conditions specified below, and on the understanding that full credit will be given to the source.

Date _____ Approved by _____

11 W Banbury Drive
Stockton, CA 95207
janetpar@comcast.net
June 24, 2015

City of Turlock
156 S Broadway
Turlock, CA 95380

Dear Turlock City Person:

We are writing to request permission to reprint the follow material from your publication:

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If you are not the copyright holder, or if additional permission is needed from another source, please so indicate.

Thank you for your consideration of this request. A duplicate copy of this form is enclosed for your convenience.

Sincerely yours, John Carlyle Parker Janet G. Parker

The above request is hereby approved on the conditions specified below, and on the understanding that full credit will be given to the source.

Date _____ Approved by _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF PROVIDING COPYRIGHT PERMISSION TO JOHN CARLYLE PARKER AUTHORIZING THE REPRINTING OF CERTAIN MATERIAL CONTAINED IN *STREAMS IN A THIRSTY LAND*, FOR USE IN HIS AUTOBIOGRAPHY ENTITLED, *THE SAGA OF A LIBRARIAN*	}	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock received a request from John Carlyle Parker and Janet Parker requesting permission to reprint certain material from *Streams in a Thirsty Land,* written by Hohenthal, Caswell & Others, Copyright by City of Turlock, 1972; and

WHEREAS, Mr. Parker was an academic librarian at California State University, Stanislaus for 31 years, a resident of Turlock for 47 years, and is now completing his autobiography, *The Saga of a Librarian*; and

WHEREAS, Mr. Parker has requested to include several quotes (Attachment A) from *Streams in a Thirsty Land* to give his readers a flavor of his former home town and has provided Copyright Permission Request forms to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby provide copyright permission to John Carlyle Parker authorizing the reprinting of certain material contained in *Streams in a Thirsty Land*, for use in his autobiography entitled, *The Saga of a Librarian.*

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

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COVE FORT - NORTH OF CEDAR CITY, UTAH ON I-15

The special times continue - Cove Fort! A real pioneer story. I'm so glad we stopped. Windy as all billy-get-out, but a brilliantly sunshiny day. The old (restored) fort stands strong and succoring in a small valley surrounded by sage and cedar juniper clad mountains. The guides were genial. ... Diary Janet G. Parker, April 13, 2003

MISCELLANEOUS MORMON READINGS

When my copy of the Summer 2010, Journal of Mormon History arrived in our mail box, I turned to the Contents page and found that the lead article was "Materialism and Mormonism: The Early Twentieth-Century Philosophy of Dr. John A. Widtsoe," by Clyde D. Ford, Journal of Mormon History, Volume 36, No., 3, Summer, 2010, pp. 1-26.

History of the Saints, The Great Mormon Exodus and the Establishment of Zion. Glenn Rawson, Dennis Lyman, and Bryant Bush General Editor, William G. Hartley. 2012, 281 pages.

Through the Lens. The Original 1907 Church History Photographs of George Edward Anderson. Andrew H. Hedges, Richard Neitzel Holzapfel Salt Lake City, Utah Deseret Books. 2010, 106 pages.

True Stories of Mormon Pioneer Courage. Lucy Parr, Horizon Publishers. 1977. 192 pages.

A DAUGHTERS OF UTAH PIONEERS DISTRICT CONVENTION

Jeanine, Bret's wife, was instrumental in the Convention, which was held in Stockton. She organized the program on the theme of music -- a love of her life. Carlyle sang, solo/a capella, the 1st verse of "Come, Come Ye Saints," Jeanine took the 2nd verse, with Carlyle doing tenor harmony; the whole convention joined on verses 3 and 4, with Bret doing a violin obligatto on the last verse. I was not the only one wiping my eyes when we ended.

Besides the joy of hearing my family's musical gifts, I also was thinking of how my sister, Carol, chose this same hymn for her young husband Bob's funeral. I always thought that showed her great courage in such a trial as she was suffering. ..Journal of Janet G. Parker, Apr. 33 2004, p.42.

OUR BELIEVE-IT-OR-NOT TOWN, TURLOCK, CALIFORNIA

Once in Ripley's "Believe It or Not" for the most churches per population: **"... HAS MORE CHURCHES FOR ITS POPULATION THAN ANY OTHER CITY IN THE NATION."**
Robert Ripley, *BELIEVE IT OR NOT, 1930*

The beginnings of the following churches are given in Chapter XXV, "Turlock's Religious Enthusiasm," Helen Alma Hohenthal, John Edwards Caswell, editor, *Streams in a Thirsty Land: A History of the Turlock Region*, Turlock, California, 1972, 2nd Printing,

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2008, 238-240. Used by permission. Caswell writes historical details about the following churches:

Methodist Church 1881-1896
Catholic Mission 1888
Congregationalists
Swedish Mission
Seventh Day Adventist Sabbath School 1903
Evangelical Free Church 1906
Nazareth Lutheran 1906
Free Methodists 1907
Swedish Baptist Church (Calvary) 1908
First Christian Church 1908
Baptist Church 1909
Presbyterian Church
First Presbyterian Church 1909
Church of Christ 1910
Christian Science Society 1910
Bethel Temple 1915
Assembly of God 1915
Free Church 1915
Full Gospel Tabernacle 1915
Assyrian Evangelical Church 1923-24
Saint John's Assyrian Presbyterian Church 1926
Free Will Baptist Churches 1940
Southern Baptist Church 1940
East Side Church of Christ 1941
Church of the Good Shepherd (Lutheran, Missouri Synod) 1942
Nestorian Congregation 1942
St. Francis Episcopal Church 1943
Church of the East 1943
West Avenue [Southern] Baptist Church 1945
The Church of Jesus Christ of Latter-day Saints 1946
Broadway Baptist Church 1954
Northside Assembly of God 1957
Faith Temple 1959
Monte Vista Chapel 1966
Total 34 ... Caswell, *Streams in a Thirsty Land*, 238-240

I was impressed with Dr. John Edwards Caswell's list of Churches. I have been to many events in some of the above Churches. Have sung in some. Sat humbled as I listened to the virtues of Turlock friends of many different faiths as we honored them after their deaths, including John Edwards Caswell's funeral.

I spent an evening checking our telephone book for the names of Churches listed in it that were not in the above list of Turlock Churches at the time of the publication of *Streams*.... The following are my discoveries of new churches to the ecumenical services of our city:

NEW CHURCHES ADDED TO THE SPIRITUAL LIFE OF TURLOCK, CALIFORNIA

All Saints Catholic Campus Ministry to CSU Stanislaus
Assyrian Church of the East

Assyrian Evangelical Church
Assyrian Pentecostal Church
Calvary Chapel Church
Creative Life Center
Cornerstone Covenant Church
Crossroads Church
Enclave Community Church
First United Methodist Church of Turlock
Four Seasons Christian Fellowship
Good Shepherd Lutheran Church
Harvest Christian Center
Home Community Church
Iglesia del Pacto de Turlock
Kingdom Hall of Jehovah's Witnesses
Life Tabernacle Association
Living Faith Fellowship
Mitchell Community Church
New Life Christian Center
Our Lady of the Assumption Catholic Church
Rock Church of Turlock, The Sacred Heart Catholic Church
Sikh Temple
Spiritual Science Church 4
St. Francis Episcopal Church
St. John's Assyrian United Presbyterian Church
St. Thomas Assyrian-Chaldean Catholic Church
Sunrise Christian Church
Turlock Gospel Mission
Westside Ministries TOTAL 30

THE ANDERSONS, FAMILY OF FAITH

"The first Mormon family in Turlock, that of Daniel S. Anderson, came in 1911. For thirty-five years Turlock Mormons had to go to Modesto to attend services. Finally, in 1946 the 115 Mormons received permission to hold services locally. By 1955, when their own building was completed, there were 273 members. Resembling the Congregational, Christian Science, and Unitarian Churches in springing from American soil, the Church of Jesus Christ of Latter-day Saints was the only one of the four Churches to have gained a strong position in Turlock."
... Caswell, *Streams in a Thirsty Land,* 240

I was the Home Teacher for the Anderson - Skeels families. Viola (Anderson) Skeels told me many tales about the family. She said that someone in the early days encouraged them not to tell anyone that they were a Mormon. Their mother sent them to the Baptist Church for awhile until Bea starting correcting the teacher and was asked not to come back again.

The Mormons today in Turlock have four wards and a Spanish Branch with a membership of 1,617 as of March 31, 2013. ... Evan Thompson, Assistant Stake Clerk

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THERE IS AN ASSYRIAN-AMERICAN CIVIC CLUB IN TURLOCK, CALIFORNIA

One of the striking buildings on Golden State Boulevard in Turlock is the Assyrian American Civic Club, with its unique middle-eastern architectural style. This is a meeting place and activity center where their young people are taught the dances and the culture of their Iran.

The Assyrians are among the prominent ethnic populations in Turlock. A number of them came here when the Shah of Iran was deposed in 1979. In the Turlock community they are among the teachers, professionals, and merchants and even the recent mayor of Turlock, John Lazar.

Surprisingly, most of the Turlock population of Assyrians are natives of Iran, while in Modesto the Assyrians are mostly from Iraq. We hear that the two groups rarely mix. The Modesto group has a radio station, and Janet and I and one of our family history center volunteers were once invited guests to discuss genealogical research on the station.

THE GREEKS OF TURLOCK
(FROM *STREAMS IN A THIRSTY LAND*)

"The principal factor in the Greeks' maintaining their cultural identity has been their loyalty to the Greek Orthodox Church. One man moved his family from Texas to Turlock so that his children could attend the Orthodox Church in Modesto. The Greeks of the Turlock region are in fact but the southern fringe of the Modesto Greek community.

"The earliest known Greek who came to Turlock was Andrew Bollakis in 1910. A number of families seem to have come in the 1920s and 1930s who later moved on....According to Mrs. Mino Tavernas there were eight Greek restaurants in Turlock around 1930. Andrew Bollakis had come to California at age 16 and worked in the gravel pits at Richmond to earn the money he needed to buy a farm. Nick Megas had worked in the coal mines before coming to Turlock. John Flesoras had been a restauranteur in Oakland before coming to Turlock as a grocer. The Pallios family had been in Salt Lake City where their father had been a butcher and small farmer.

"The Pallios family established a grocery store in Ceres. Then in 1965 John Palios opened the Richland Market on East Canal Drive in Turlock. Its success established him as one of Turlock's leading Greek citizens.

"The occupational range of the Greeks around Turlock has been limited. About half have had some experience as farmers. About half have worked in or operated restaurants at one time or another." Helen Alma Hohehthal, John Edwards Caswell, editor. *Streams in a Thirsty Land: A History of the Turlock Region*, City of Turlock, California, 1972. 2nd printing 2008. 130-1 Used by permission.

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Now there is not a Greek restaurant in the AT&T Stanislaus County telephone book, which includes Turlock. ... J. Carlyle Parker, 2009.

THE CHINESE OF TURLOCK
(FROM *STREAMS IN A THIRSTY LAND*)

"From 1900 to around 1950 there was only a scattering of families of Chinese in Turlock. There was one Chinese restaurant around 1915 or 1920, but little is remembered of the families that came and went.

"When the Ping Hoy Doo family came to Turlock in 1949, there were no other Chinese in town. The Doo family brought four sons, Jack, George, Ken and Quong, and two daughters, Mae and Nancy."

"The Doo family is the largest group of Chinese in Turlock (24 out of 100) in 1971)."... Caswell, *Streams in a Thirsty Land,* 131

SAVING THE LAST CALIFORNIA MISSION STYLE BUILDING IN TURLOCK

Someone invited me to serve on the Downtown Committee. I do not remember who invited me. As I recall, we met every Friday afternoon. I do not know why I was invited to serve. If it was to have easy access to the Archives of the California State University, Stanislaus, it would not have made any difference.

I became interested in the history of the downtown buildings. In particular I noted a small, vacant store front on Center Street.

After one of the meetings of the Downtown Committee, I walked over to Endsley's office's exit to wait for him to leave. I invited him to join me for a short walk to Center Street, where I pointed to one of the older buildings in the city and told him, "That is the last of the California Mission style buildings in Turlock; we have to save it." It was vacant and for sale.

Some time later, the owner, a Turlock native living in the Monterey area, came to Turlock and asked Endsley if he would buy it and fix it up to lease. Endsley informed him that he didn't have the money to do it, but suggested that he, McVey, donate the building to the Turlock Historical Society for a museum and take it as a tax write off. McVey agreed.

And so the unique building at 108 S Center was saved. However, the building was not up to City Code. The Turlock Historical Society was able to raise the needed funds to renovate it with the help of many experienced volunteer Turlock tradesmen and by the hard work of talented members of the Turlock Historical Society.

The museum now stands as a monument to the community spirit of many of the fine citizens of Turlock, California. Within the museum, staffed by devoted members of the Turlock Historical

5P

JUN 22 2015

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: Ann B. Atkinson

SS#: [redacted] **DOB:** 10/11/1962 **Gender:** Male ___ Female X

Claimant's address: 1605 N. Daubenberger Rd, Turlock, CA 95382

Claimant's Telephone Number(s): (925) 457 6196

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

Date of incident/accident: 6/18/15

Date injuries, damages, or losses were discovered: Same

Location of incident/accident: next door to left to "Jessica's House" 741 E. Main St.

What did entity or employee do to cause this loss, damage, or injury? City tree broke and fell on my car. Police Report # 0115004454
(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? Dented car in a few places, scratched it on multiple surfaces and tore rubber seal.
(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 : 3,769.07

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

Date Signed: 6/22/15 **Signature:** Ann B Atkinson

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

March 2014

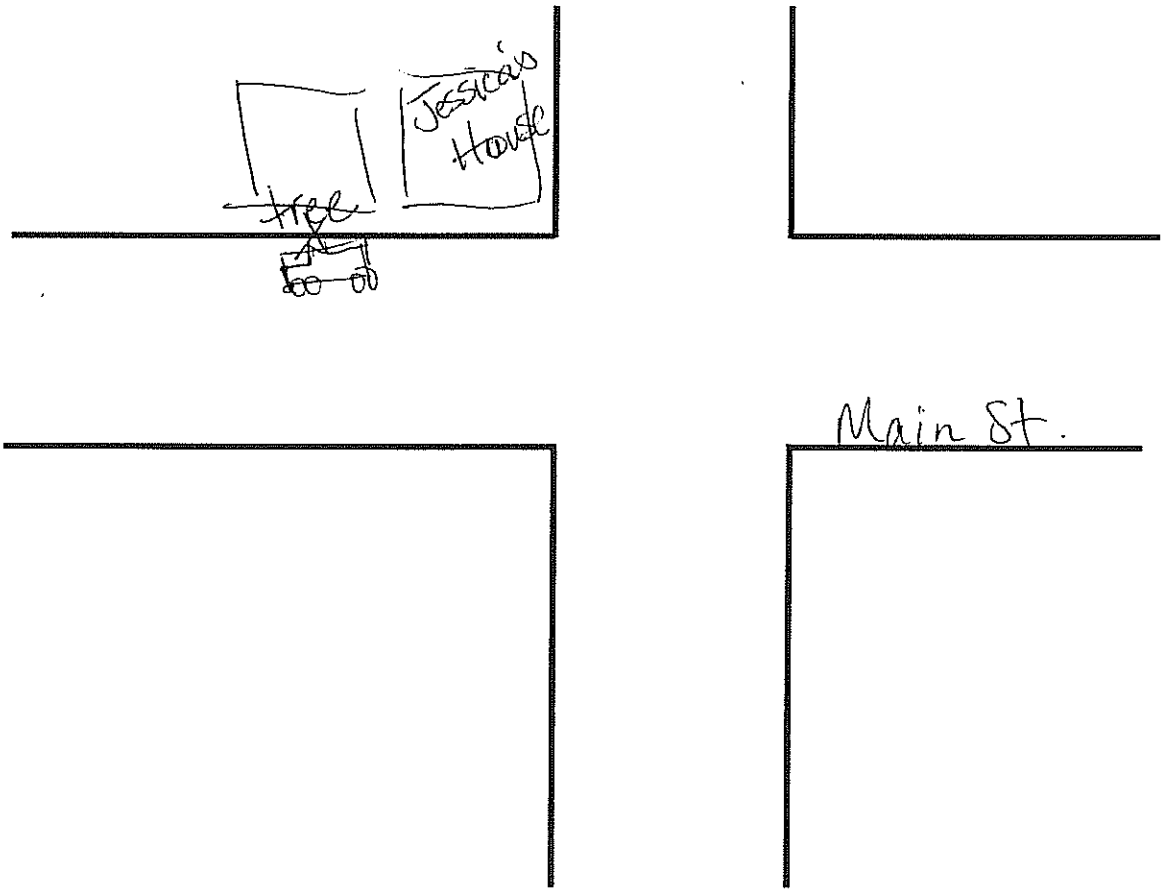
DIAGRAMS

General Diagram

↑ North

Street Incidents

↑ North



BONANDER'S PONTIAC BUICK

231 S CENTER ST, TURLOCK, CA 95380
Phone: (209) 633-4757

Workfile ID: 07b451b9
Federal ID: 941559760

Preliminary Estimate

Customer: Atkinson, Ann

Job Number:

Written By: PAUL ATKINSON

Insured: Atkinson, Ann
Type of Loss:
Point of Impact: 19 All Over

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Atkinson, Ann
1605 N. Daubenberger
Turlock, CA 95382
(925) 457-6196 Cell

Inspection Location:
BONANDER'S PONTIAC BUICK
231 S CENTER ST
TURLOCK, CA 95380
Repair Facility
(209) 633-4757 Day

Insurance Company:

VEHICLE

Year:	2007	Body Style:	4D SED	VIN:	1HGCM56477A069055	Mileage In:	127662
Make:	HOND	Engine:	4-2.4L-FI	License:	5YZL997	Mileage Out:	
Model:	ACCORD LX	Production Date:	11/2006	State:	CA	Vehicle Out:	
Color:	Silver/Blue Int:	Condition:	Good	Job #:			

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
DECOR
Dual Mirrors
Body Side Moldings
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Telescopic Wheel
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Front Side Impact Air Bags
Head/Curtain Air Bags
SEATS
Cloth Seats
Bucket Seats
WHEELS
Wheel Covers
PAINT
Clear Coat Paint
OTHER
Power Trunk/Gate Release

Police Rpt. # 011 5004454

Preliminary Estimate

Customer: Atkinson, Ann **Job Number:**

Vehicle: 2007 HOND ACCORD LX 4D SED 4-2.4L-FI Silver/Blue

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**ROOF**							
2	*	Rpr	Roof panel w/o sunroof, USA & Mexico built LX 2.4L				2.0	3.0
3			Add for Clear Coat					1.2
4	#	Refn	Featheredge, primer, & block					0.5
5		R&I	RT Roof molding				0.6	
6		Repl	LT Roof molding	73162SDAA01	1	65.34	0.6	
7		R&I	Headliner LX, SE, USA & Mexico built gray				2.0	
8	**FRONT DOOR**							
9		Repl	LT Door w'strip	72365SDAA02	1	84.60	0.5	
10		R&I	LT Belt w'strip LX, EX, SE				0.3	
11	*	Rpr	LT Outer panel USA built				1.0	0.0
			Note: Time is to polish scuffs					
12		Repl	LT Tape center USA & Mexico built	67366SDAA00	1	11.12	0.2	
13		R&I	LT R&I trim panel				0.6	
14	**REAR DOOR**							
15	*	Rpr	LT Outer panel				1.0	0.0
16		Repl	LT Door w'strip	72865SDAA02	1	64.35	0.5	
17		Repl	LT Tape center USA & Mexico built	67866SDAA00	1	10.58	0.2	
18		R&I	LT Belt w'strip EX, LX, SE				0.3	
19		R&I	LT R&I trim panel				0.5	
20		Repl	LT Moveable glass Honda Aptech	73450SDAA10	1	182.50	0.5	
21	**QUARTER PANEL**							
22		Blnd	LT Quarter panel					1.4
23		R&I	Fuel door				0.3	
24		Blnd	Fuel door					0.2
25	#	Subl	R&I Back Glass		1	87.50 X		
26	**REAR LAMPS**							
27		R&I	LT Tail lamp				0.3	
28		R&I	High mount lamp				Incl.	
29	**REAR BUMPER**							
30		R&I	R&I bumper cover				1.0	
31	**REAR BODY & FLOOR**							
32		R&I	Rear panel trim				0.2	
33	*	R&I	LT Trunk side trim 2.4L				0.2	
34	*	R&I	RT Trunk side trim 2.4L				0.2	
35	**TRUNK LID**							
36	*	Rpr	Trunk lid				3.0	2.3
37			Overlap Major Adj. Panel					-0.4
38			Add for Clear Coat					0.4

Customer: Atkinson, Ann **Job Number:**

Vehicle: 2007 HOND ACCORD LX 4D SED 4-2.4L-FI Silver/Blue

39	#	Refn	Featheredge, primer, & block						0.5
40		Repl	Emblem "H" factory installed	75701SDAA00	1	17.32		0.2	
41		Repl	Nameplate "Accord" factory installed	75722SDAA10	1	18.00		0.2	
42		R&I	License pocket royal blue					0.6	
43		R&I	Trunk lid trim					0.3	
44	**PILLARS, ROCKER & FLOOR**								
45	*	Rpr	LT Aperture panel USA & Mex blt				s	5.0	3.2
46	#	Refn	Featheredge, primer, & block						0.5
47	#	Refn	Tint Color						0.5
48	#		Rope W/Shield molding		1			0.2	
49	#		Hazardous Waste		1	5.00			
50	#	Repl	Corrosion protection		1	6.00	T	0.3	
51	#	Repl	De-Nib & Finesse		1	5.00		1.5	
				SUBTOTALS		**557.31**		**24.3**	**13.3**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				463.81
Body Labor	24.3 hrs	@	$ 70.00 /hr	1,701.00
Paint Labor	13.3 hrs	@	$ 70.00 /hr	931.00
Paint Supplies	13.3 hrs	@	$ 38.00 /hr	505.40
Miscellaneous				93.50
Subtotal				3,694.71
Sales Tax	$ 975.21	@	7.6250 %	74.36
Grand Total				**3,769.07**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**3,769.07**

5Q

Council Synopsis

August 11, 2015

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk/Exec. Asst. to City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor or City Manager to enter into a professional services agreement with a recruitment firm to conduct an executive recruitment for the position of Fire Chief, in an amount not to exceed $25,000

Resolution: Appropriating $25,000 from Fund 110 "General Fund" reserve balance to 110-30-300.47090 "Testing & Recruitment" for the retention of a recruitment firm to conduct an executive recruitment for the position of Fire Chief

2. DISCUSSION OF ISSUE:

Tim Lohman will resign from his position as Fire Chief effective 8/15/15. The City of Turlock Human Resources Division conducted a recruitment to fill the position of Fire Chief with unsuccessful results.

A common practice in filling positions of such importance is the use of an executive recruiter. Such firms possess the specialized skills to assist the City Council in developing a profile of the ideal candidate to meet Turlock's unique needs and will, subsequently, identify, recruit and screen only the most outstanding candidates for consideration.

The City of Turlock is in the process of identifying a professional recruitment firm that has extensive experience with attracting outstanding fire executive talent. Given today's competition for the top fire services talent, a nationwide search will be necessary. The company that is selected must have a marketing and advertising campaign that will utilize a database that targets fire professionals with the appropriate amount of experience and contemporary fire philosophy suitable for Turlock.

3. BASIS FOR RECOMMENDATION:

Given the crucial service the Fire Chief provides the City Manager, City Council and the entire municipal organization, it is absolutely essential that our City's Fire Chief possess the skills to provide a high standard of services to the Council and the Community. Retention of an executive recruiter will provide invaluable assistance in the recruitment of our next Fire Chief.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Appropriation of $25,000 from Fund 110 "General Fund" reserve balance to 110-30-300.47090 "Testing & Recruitment."

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council could elect to not utilize the services of an executive recruiter. This alternative is not recommended as initial efforts to recruit for this position have netted unsatisfactory results.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $25,000 FROM FUND 110 "GENERAL FUND" RESERVE BALANCE TO 110-30-300.47090 "TESTING & RECRUITMENT" FOR THE RETENTION OF A RECRUITMENT FIRM TO CONDUCT AN EXECUTIVE RECRUITMENT FOR THE POSITION OF FIRE CHIEF	}	**RESOLUTION NO. 2015-**

WHEREAS, Tim Lohman will resign from his position as Fire Chief effective 8/15/15; and

WHEREAS, the City of Turlock Human Resources Division conducted a recruitment to fill the position of Fire Chief with unsuccessful results; and

WHEREAS, a common practice in filling positions of such importance is the use of an executive recruiter who possess specialized skills to assist the City Council in developing a profile of the ideal candidate to meet Turlock's unique needs and, subsequently, identify, recruit and screen only the most outstanding candidates for consideration; and

WHEREAS, given the crucial service the Fire Chief provides the City Manager, City Council and the entire municipal organization, it is absolutely essential that our City's Fire Chief possess the skills to provide a high standard of services to the Council and the Community.

WHEREAS, retention of an executive recruiter will provide invaluable assistance in the recruitment of our next Fire Chief.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $25,000 from Fund 110 "General Fund" reserve balance to 110-30-300.47090 "Testing & Recruitment" for the retention of a recruitment firm to conduct an executive recruitment for the position of Fire Chief.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK MUNICIPAL CODE TITLE 8, CHAPTER 7, REGARDING EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS	}	**ORDINANCE NO. -CS**

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ADDITION: Title 8, Chapter 7 is hereby added to read as follows:

Chapter 8-7 SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM REVIEW PROCESS.

8-7-01 Purpose.

The purposes of this chapter is to provide minimum standards for an expedited, streamlined permitting process for small residential rooftop solar energy systems within the corporate limits of the City.

8-7-02 Definitions.

The following words and phrases as used in this section are defined as follows

(a) "Electronic submittal" means the utilization of one or more of the following:

(1) e-mail,

(2) the internet,

(3) facsimile.

(b) "Small residential rooftop solar energy system" means all of the following:

(1) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(2) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

(3) A solar energy system that is installed on a single or duplex family dwelling.

(4) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(c) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

8-7-03 Checklist

Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist

The checklist shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature

8-7-04 Prior to application

Prior to submitting an application, the applicant shall:

(a) Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

(b) At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

8-7-05 inspections

For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the building official and fire chief. (Note: A separate fire inspection may be performed if your City does not have an agreement in place with your local fire authority to conduct a fire safety inspection on behalf of the fire authority). If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however the subsequent inspection need not conform to the requirements of this subsection.

8-7-06 Incomplete application

An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

8-7-07 Application approval

Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

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 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 11th day of August, 2015.

_____
Gary Soiseth, Mayor

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

7A

Council Synopsis

August 11, 2015

From: Mike Pitcock, Director of Development Services

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the report from the Planning Commission on potential changes to the Zoning Regulations referred by the City Council on April 14, 2015

2. DISCUSSION OF ISSUE:

BACKGROUND

On April 14, the City Council approved the Comprehensive Zoning Regulations Update, but requested that staff return to the Planning Commission to seek their input and recommendation on the following matters:

1. Upgrading the permit approval process for drive-through restaurant facilities in the Transitional Commercial Overlay District (TMC 9-4-103) from a Minor Discretionary Permit (MDP) to a Conditional Use Permit (CUP);

2. Modifying the amended Section 9-2-214(j) to require double-striping of parking spaces and removing the provision that allows parking spaces to be single striped; and

3. Reconsidering whether existing cargo containers may be "grandfathered in" as it relates to Zoning, Building and Fire Code requirements.

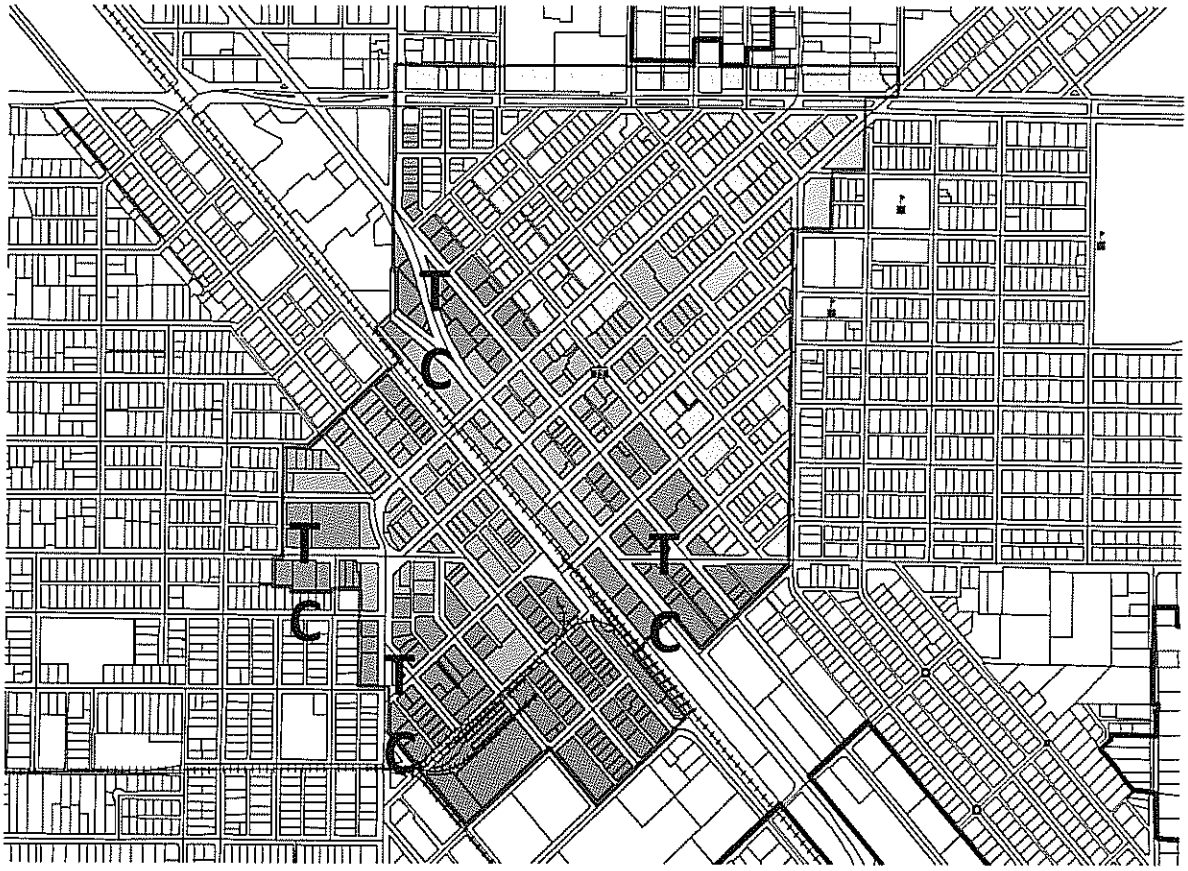
Below is a summary of the Planning Commission's discussion and action regarding each of these matters.

DRIVE-THROUGH RESTAURANTS

The City Council requested that the Planning Commission consider upgrading the permitting process for drive-through restaurants in the Downtown Transitional Commercial Overlay Zone (TMC 9-4-103). Under the approved amendments, a Minor Discretionary Permit is required to construct a new drive-through restaurant in the Transitional Commercial Zoning District. The request from the

Council was to consider upgrading this to a Conditional Use Permit. The change would require applicants obtain the approval of the Planning Commission after a noticed public hearing has been held. The goal of the request is to ensure that the Planning Commission has an opportunity to review the request and to provide the public more opportunity to participate in the decision-making process. Under the Conditional Use Permit process, a public notice sign is required to be posted on the property, the project is publicly noticed in local newspapers, property owners within 500 feet of the property are directly notified and a public hearing is required.

The Transitional Commercial Overlay District lies in four areas adjacent to the Downtown Main Street retail core along Golden State Blvd. as shown in the map below:



Planning Commission Action: The Planning Commission did not support making this change. The Planning Commission felt that the proposed change would result in higher fees for a development application that are unnecessary because a Minor Discretionary Permit may be elevated to a public hearing before the Planning Commission at the request of any member of the public.

REQUIRING DOUBLE-STRIPING OF PARKING SPACES

The City Council requested that the Planning Commission consider amending TMC 9-2-214(j) to require double-striping in parking lots rather than making it the preferred option by the City.

If such a change is enacted, the requirement would apply to commercial, industrial, and public uses, as well as multi-family residential uses. Only new construction or parking lot reconfigurations that require a permit from the City would be required to use this new standard. It would not be retroactive to existing uses that are simply restriping their parking lots.

On May 14, the Development Collaborative Committee met to discuss this issue, as requested by the City Council. The Development Collaborative unanimously recommended that the City Council not make a change to the current Zoning Regulations to require double-striping of parking lot spaces. The Committee expressed concern that the proposed change would more than double the cost of striping parking lots.

Planning Commission Action: The Planning Commission did not support making this change. The Planning Commission agreed with the action taken by the Development Collaborative Committee that the additional cost associated with double-striping of parking spaces could be excessive.

"GRANDFATHERING" EXISTING CARGO CONTAINERS

In adopting the new regulations, the City Council also enacted an amnesty program for existing cargo containers to provide an incentive for property owners and businesses that have not obtained building permits for their permanent containers. This incentive is intended to encourage property owners and businesses to come into compliance with the new standards in the Zoning Regulations as well as to come into compliance with the Building Code.

The amnesty program approved by the Council does the following:

Delays Enforcement: Enforcement of the ordinance will be delayed for a period of six months.

Reduces Permitting Fees: Planning permit fees have been reduced for the next six months to cover only the hard costs of issuing a planning permit. For commercial and industrial zoned properties, the permit fees have been reduced from $1,475 to $345. For residential zoned properties, the permit fees have been reduced from $345 to $170. Applicants would not be exempt from paying building permit and development impact fees. This item has been tentatively approved pending the approval of a budget amendment to cover the difference between the adopted cost of the permit and the reduced permit fee.

The City Council requested that the Planning Commission reconsider exempting existing cargo containers from zoning, building and fire code requirements.

The Planning Commission received reports from staff explaining that the City is not legally able to exempt development projects from the requirements of the Building or Fire Codes because they are State laws. As such, a cargo container that is currently permanently located on private property for storage or other purposes, that is 120 square feet or larger, requires a building permit once the structure becomes permanent. Under the California Building Code, once a structure is located on the property for 90 days or more it becomes permanent. The building permit must be reviewed and found consistent with the requirements of both the Building and Fire Code.

It is highly unlikely that any cargo container currently located on private property within the City would have been exempt from this requirement at the time that it converted to a permanent structure. According to the Chief Building Official, these laws have been in effect in the City of Turlock since the 1920's. According to Wikipedia, the use of cargo containers for shipping purposes did not begin until after World War II (approximately 1951) and their use as a building material has been a more recent phenomenon. Given that cargo containers by their nature are also used for both temporary and permanent purposes, it is often difficult for the City to determine when the cargo container has actually converted to a permanent use without receiving a complaint from a member of the public. In its May workshop, the Planning Commission generally felt that, since other types of structures are required to comply with City Zoning, Building and Fire standards, there is no reason to exempt cargo containers from those requirements.

With regard to zoning regulations, the Planning Commission felt that the reduced amnesty fees offered sufficient relief from planning permit fees and requirements.

Planning Commission Action: The Planning Commission recommended that the City Council not implement additional "grandfathering" measures and expressed support for the approved amnesty program as a way to allow property owners with existing cargo containers to come into compliance with zoning, building and fire codes.

3. BASIS FOR RECOMMENDATION:

Not specifically identified within the City Strategic Plan as this item pertains to the administration of the Zoning Regulations.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The proposed amendments are consistent with the General Plan and are not anticipated to generate a significant environmental effect; therefore, the project is exempt pursuant to Section 15061(b)(3) [No potential for causing a significant effect on the environment].

7. ALTERNATIVES:

A. The City Council may direct staff to formulate specific amendments or recommendations to the Zoning Regulations for their approval at a subsequent meeting for any or all of the items that were referred back to the Planning Commission. Staff requests that specific direction be provided on each item, if so desired.

7C

Council Synopsis

August 11, 2015

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

Prepared by: Nathan Bray, P.E.
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Making the determination that the amount of compensation, in the amount of $240,000, offered by the Turlock Irrigation District to acquire the existing skate park, located at 250 Starr Avenue, Turlock, California, complies with the Park Preservation Act, Public Resource Code Section 5405

Motion: Accepting bids received for City Project No. 15-28, "Skate Park Relocation"

2. DISCUSSION OF ISSUE:

The Brandon Koch Memorial Skate Park is currently located on Star Avenue behind the Turlock Irrigation District Office. The skate park was built in 2004 and funded with grant funds that stipulated the park must remain in place and operating until August 25, 2015. With the relocation of the police station to the newly constructed public safety facility, the City is in the process of selling the land that the police station and skate park once occupied. The skate park grant covenants expires on August 25, 2015.

On April 28, 2015, Turlock City Council awarded a professional design contract to Wormhoudt Inc., of Santa Cruz to provide professional design services that included community meetings with the local skate park community. Input was gathered and incorporated into the design for the proposed skate park to reflect a modern skate park that fit to the needs of a variety of skill-level skaters; from novice to pro.

Pursuant to the Public Resources Code section 5405(a) the amount of compensation being paid by TID must be at least equal to the cost of acquiring a substitute skate park of comparable characteristics and of substantially equal size located in an area which would allow for use of the substitute skate park and facilities by generally the same persons who used the existing skate park and

facilities of the same type and number, plus the cost of development of the substitute skate park.

The proposed skate park is more modern with current skateable elements and features and therefore different from the existing skate park. The community meetings held by Staff, the design consultant and the skate community reflects the desire to upgrade the flow of the new skate park compared to the existing, rectangular skate park that contained features that were not readily used. The proposed skate park will serve different types of skate styles; street skating to vert skating and freestyle skating. The park encompasses a variety of styles and the integration of these elements produces a unique park that is different from the existing park.

The professional skate park designer affirmed the following:

"...the proposed new skate park will essentially by the same as the existing skate park with respect to the following:

- Skating features and terrain types (scale, size and caliber)
- Skill level (mostly beginner and intermediate)
- Serving the local skating community

The facility will be new, so although it will serve the same skating demographic within the community it will be a significantly enhanced skating experience."

Staff feels this proposed skate park is meeting the intention of the Public Resources Code Section 5405 and recommends making the determination that it complies with the park preservation act.

On July 22, 2015, one bid was received for project 15-28, "Brandon Koch Memorial Skate Park." California Landscape and Design, Inc. of Upland California was the lowest responsive bidder with a bid in the amount of $243,000. Staff will return to City Council in September for the award of bid.

3. BASIS FOR RECOMMENDATION:

A) Prior to the sale of the property and closure of the existing park, the City Council must make the determination the proposed park is in compliance with the park preservation act.
B) This funding for this project will be paid for by the proceeds of the sale of the property, to be sold at a later date.

Strategic Plan Initiative: H) COMMUITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): a-iv Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

This project will be funded via the proceeds of the sale of the land containing the existing Brandon Koch Memorial Skate Park at a future date. The funds will be deposited into Fund 228-60-606 – Park development (Neighborhood Parks).

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of information collection and design only. In accordance with Section 15306 of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject the determination the proposed action complies with the park preservation act. Staff does not recommend this alternative as the proposed park significantly enhances the skating experience and the skate community has been involved with the process and is excited about this new park.

7B

Council Synopsis

August 11, 2015

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

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities Superintendent

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

When the City is notified of a sidewalk that is out of repair and in a condition to endanger persons or property, staff immediately respond and initiate the sidewalk repair process. Staff places appropriate signage at the location of the hazard and mails a letter to the property owner regarding their statutory obligation to repair the hazard.

Initially we seek voluntary compliance and provide property owners with 10 days to respond to the initial notice. City staff will work with responsive property owners if an extension is necessary and also provide financial assistance to those who qualify. The Sidewalk Repair Financial Assistance Program and Sidewalk Encroachment Permit Fee Relief Program are intended to alleviate some of the financial burden for property owners.

For non-responsive property owners, a second notice will be posted at the real property location, adjacent to where the out of repair sidewalk is located and the property owner will be provided two weeks to make the necessary repairs in accordance with State law. If the property owner does not respond to the second notice, the City is required to make the repair and the cost of those repairs may become a lien on the property.

The City Council has previously declared sidewalk areas remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and requires all owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of inspection and

administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

3. BASIS FOR RECOMMENDATION:

Chapter 22 of Division 7, Part 3, of the State of California Streets and Highways Code

Turlock Municipal Code 7-2-601 Maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches.

Strategic Plan Initiative:

H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal:

a. Community Infrastructure
   i) Strive to provide safe and well-maintained sidewalks for the citizens of Turlock by working with the citizens to facilitate repairs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment:

Reimbursement costs of repairs into account 217-50-510.35350 "Sidewalk Repair Program"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may consider not assessing the property owners for reimbursement of frontage improvement repair costs. This would put a financial burden on the budget and would place those property owners who have maintained their sidewalk areas at a disadvantage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING PROPERTIES FOR SIDEWALK REPAIR COSTS AND ESTABLISHING A LIEN FOR PAYMENT	}	**RESOLUTION NO. 2015-**

WHEREAS, the City Council has held a hearing on the report prepared and filed by the Superintendent of Streets on the costs assessed to the owners of properties adjacent to such nuisances and repaired by the City; and

WHEREAS, the City Council has heard the report together with any objections or protests which was raised by any of the property owners liable to be assessed for the work of making such repairs and any other interested party to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby confirm the report and the assessments and liens are hereby placed on the following described properties for sidewalk repair costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

BE IT FURTHER RESOLVED that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

EXHIBIT "A"
REPORT OF REPAIRS WHICH HAVE BEEN MADE

NAME OF OWNER	DESCRIPTION OF REAL PROPERTY ADJACENT TO WHERE REPAIRS HAVE BEEN MADE	REPAIRS WHICH HAVE BEEN MADE	ABATEMENT		COST OF REPAIRS	AMOUNT OF ASSESS-MENT
			DATE	NUMBER		
Joao Correia 4580 Cherry Blossom Ln. Turlock, CA 95382	4580 Cherry Blossom Ln.	Sidewalk Repair	6/4/15	072-073-061-000	$1,052.60	$1,052.60

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF MAKING THE DETERMINATION THAT THE AMOUNT OF COMPENSATION, IN THE AMOUNT OF $240,000, OFFERED BY THE TURLOCK IRRIGATION DISTRICT TO ACQUIRE THE EXISTING SKATE PARK, LOCATED AT 250 STARR AVENUE, TURLOCK, CALIFORNIA, COMPLIES WITH THE PARK PRESERVATION ACT, PUBLIC RESOURCE CODE SECTION 5405	}	**RESOLUTION NO. 2015-**

WHEREAS, the Turlock Irrigation District (hereinafter "TID") has offered the City of Turlock $240,000 to purchase the property located at 250 Starr Avenue, Turlock, California, (hereinafter Property"); and

WHEREAS, TID's offer of compensation is based upon appraisals that the parties had prepared for the Property; and

WHEREAS, the parties have entered into a contingent purchase and sale agreement for the Property (hereinafter "Agreement"); and

WHEREAS, the parties want to satisfy the contingency related to the Park Preservation Act.

NOW, THEREFORE, BE IT RESOLVED THAT, the amount of compensation, in the amount of $240,000, offered by TID to acquire the existing skate park, located at 250 Starr Avenue, Turlock, California, complies with the Park Preservation Act, Public Resource Code Section 5405;

BE IT FURTHER RESOLVED THAT, the City of Turlock is acquiring substitute facilities that are to be located at Donnelly Park. The amount of compensation is equal to the cost of acquiring substitute park facilities of comparable characteristics and of substantially equal size located in an area which would allow for use of the skate park facilities by generally the same persons who used the existing skate park, and the cost of acquiring substitute facilities of the same type and number, plus the cost of development of such substitute skate park facilities; and

BE IT FURTHER RESOLVED THAT, the Mayor or City Manager is authorized to execute any and all documents/agreements necessary to evidence compliance with the Park Preservation Act.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

8A

Council Synopsis

August 11, 2015

From: Allison Van Guilder

Prepared by: Allison Van Guilder

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a new job description for the position of Part-Time Event Assistant, effective July 1, 2015

2. DISCUSSION OF ISSUE:

As a result of the tourism related support activities formerly managed by the CVB now being managed by the City, staff recommends the addition of a new job description for the position of Part-Time Event Assistant.

3. BASIS FOR RECOMMENDATION:

Council has assigned several of the responsibilities such as event planning, hotelier liaison and managing the community event and activities grant program to the Parks, Recreation and Public Facilities Department. These new responsibilities require additional resources in order to effectively deliver services. The new position will work a maximum of 20 hours per week and will provide necessary support associated with event planning, special event permit processing, grant program management, communications and marketing.

Strategic Plan Initiative A. EFFECTIVE LEADERSHIP

1) GOALS:

b. Internal department service improvements

c. Hire, develop and retain the best and most qualified employees

d. Succession planning

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $20,000

This position has been budgeted in Fiscal Year 2015-16.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may make changes to the job description to include other responsibilities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A NEW JOB DESCRIPTION FOR THE POSITION OF PART-TIME EVENT ASSISTANT, EFFECTIVE JULY 1, 2015	}	**RESOLUTION NO. 2015-**

WHEREAS, staff has identified a need to add the job description of Part-Time Event Assistant identified in Attachment A; and

WHEREAS, the addition of the classification of Part-Time Event Assistant is due to the tourism related support activities formerly managed by the CVB, now being managed by the City; and

WHEREAS, Council has assigned several of the responsibilities such as event planning, hotelier liaison and managing the community event and activities grant program to the Parks, Recreation and Public Facilities Department; and

WHEREAS, these new responsibilities require additional resources in order to effectively deliver services.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve a new job description for the position of Part-Time Event Assistant, effective July 1, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
County of Stanislaus,
State of California

ATTACHMENT "A"

Parks, Recreation and Public Facilities
Part-Time Event Assistant

DEFINITION

Under the direction of the Recreation Senior Supervisor, the Part-Time Event Assistant will be responsible for providing the planning support for local parades, community events and grant administration to the Parks, Recreation and Public Facilities Department.

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

- Provide planning support for local parades and community events.
- Provide support for the Community Events and Activities grant program.
- Provide support to the Special Event Permit process as a point of contact.
- Assist with managing the Community Calendar and Web page maintenance.
- Act as a hotelier liaison.
- Performs other program related duties as assigned.
- Develop program and/or event marketing material.

MINIMUM QUALIFICATIONS

Knowledge of:

- Basic event planning concepts.
- Promotional publicity techniques and tools.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Learn City and Service Area Methods, rules, policies, ordinances and requirements.
- Learn the operation of various computer software programs.
- Understand and carry out oral and written directions.
- Establish and maintain effective working relationships with those contacted during the course of work.

- Detail Oriented.
- Ability to work collaboratively with a variety of organizations.
- Periodically attend events and activities after hours or on the weekend.

EXPERIENCE AND EDUCATION:

Experience:

Experience in tourism, hospitality or event planning desired but not required.

Education:

A minimum of eighteen (18) college units in Recreation, Community Services, Communications, Marketing or related field.

LICENSE AND/OR CERTIFICATE

Must possess a California Driver's License. Maintenance of a valid California Driver's License is a condition of continued employment. (DMV printout is required at time of appointment)

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read instructions, read fine print, view computer screen, operate vehicles and equipment; hear well enough to converse on the telephone, on the radio and in person assisting customers and program participants; bodily mobility to lift and maneuver program supplies and equipment; use of hands and fingers for use of computer keyboard, copy machine, filing, writing, drive equipment and answering telephones; tolerate extreme fluctuations in temperature while performing essential functions and able to lift equipment as necessary.

Reviewed and approved:_____ _____

Personnel Officer **Date**

July 2015

Note: This is a part-time, hourly wage position paying $16.00 per hour for approximately 20 hours of work per week. This information will not be in job description; however it will be noticed in job announcement.

8B

Council Synopsis

August 11, 2015

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

Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the regulation of the War Memorial Cannon

2. DISCUSSION OF ISSUE:

The War Memorial Cannon has occupied a place of distinction in the Turlock community for over 50 years. The City of Turlock received and has kept the War Memorial Cannon in trust for the continued benefit of its citizenry. The public display of the War Memorial Cannon pays tribute to all veterans who have served or will serve in the United States of America's armed forces, including, but not limited to, veterans who are members of the American Legion, the Disabled American Veterans, the Korean War Veterans Association and the Veterans of Foreign Wars.

3. BASIS FOR RECOMMENDATION:

The City of Turlock will continue to hold, keep, maintain, and display the War Memorial Cannon within the City of Turlock. It is believed that the War Memorial Cannon is the property of the United States Government and must be returned when no longer needed by the City of Turlock. However, if the City should ever seek, be granted the authority, and desire to sell the War Memorial Cannon, to the greatest extent permitted by law, the right of first refusal to purchase it shall be offered to the American Legion, the Disabled American Veterans, the Korean War Veterans Association and the Veterans of Foreign Wars.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): (c). Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus.

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $0

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE REGULATION OF THE WAR MEMORIAL CANNON	}	**RESOLUTION NO. 2015-**

WHEREAS, the War Memorial Cannon has occupied a place of distinction in the Turlock community for over 50 years; and

WHEREAS, the City of Turlock received and has kept the War Memorial Cannon in trust for the continued benefit of its citizenry; and

WHEREAS, the public display of the War Memorial Cannon pays tribute to all veterans who have served or will serve in the United States of America's armed forces, including, but not limited to, veterans who are members of the American Legion, the Disabled American Veterans, the Korean War Veterans Association, and the Veterans of Foreign Wars.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Turlock will continue to hold, keep, maintain, and display the War Memorial Cannon within the City of Turlock; and

BE IT FURTHER RESOLVED THAT, it is believed that the War Memorial Cannon is the property of the United States Government and must be returned when no longer needed by the City of Turlock; however, if the City should ever seek, be granted the authority, and desire to sell the War Memorial Cannon, to the greatest extent permitted by law, the right of first refusal to purchase it shall be offered to the American Legion, the Disabled American Veterans, the Korean War Veterans Association, and the Veterans of Foreign Wars.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

8C

Council Synopsis

August 11, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Memorandum of Understanding between the Turlock Police Department and the Stanislaus County Behavioral Health and Recovery Services Agency (BHRS) for the creation of a Homeless Engagement Multi-Disciplinary Team (HEMDT)

2. DISCUSSION OF ISSUE:

Staff recognizes some of the concerns of those with mental health issues and who are homeless in our community. Many of the concerns could be addressed and/or treated if the people in need either knew about or sought the help and/or treatment options already available to them. The Police Department currently works with groups and agencies within the City and County in intervention and outreach efforts.

Staff also recognizes the benefits of partnerships in providing available services while better ensuring communication across disciplines. There are many times when officers would like to help people who are homeless or exhibit mental health issues. The officers many times are not able to obtain the necessary history they might need to evaluate a particular person, due to the Health Insurance Portability and Accountability Act (HIPAA) concerns and limitations.

Mental health workers, on the other hand, have times when they are privy to the mental health concerns, but they are in need of some of the resources and the provision of safety that law enforcement can provide. Multi-disciplinary efforts can be utilized to better identify and facilitate the wide range of services that our homeless and/or mentally challenged population has available to them.

One specific organization that we have found ourselves working with more in recent times has been BHRS. Welfare and Institutions Codes 15754(a) and 15754(b) provide law enforcement and mental health workers the nexus upon which we can work together with mental health issues and concerns, while still adhering to the many protections of HIPAA, with the shared goal of providing services. The nexus is the creation of a multidisciplinary personnel team.

Staff has approached BHRS staff members in an attempt to provide more service options, while again ensuring better communication and patient services are available. BHRS and Turlock Police Department staff have crafted a Memorandum of Understanding that will enable both of our respective agencies to work together within a multidisciplinary personnel team.

The attached MOU provides the ability to create such a multidisciplinary personnel team. Our multidisciplinary personnel team will specifically address those with mental illness primarily in the homeless population, hence the HEMDT.

The Police Department has already identified and deployed four (4) officers who work on a collateral basis as the Restorative Policing Team. Their mission is to work collaboratively with the homeless and mental health challenged, as well as with BHRS staff. The MOU proposed here will provide structure for our HEMDT staff members:

- BHRS staff will ride out directly with police officers periodically to specifically address particular individuals in need.
- BHRS and Police Department staff will collaboratively meet on a regular basis to develop, implement and monitor strategic interventions designed to assist those individuals in living lawful and productive lives (as authorized and regulated by Welfare and Institutions Codes 15750-15755).

Staff recommends approval of this Memorandum of Understanding as a necessary step in the creation and implementation of the HEMDT. The only cost associated would be the overtime for the officers engaged in the HEMDT; however, those officers are already working the overtime as Restorative Policing officers. The MOU will merely provide the structure for coordination efforts with BHRS, allowing the officers to more effectively and efficiently, and with less duplicative efforts, share resources and tend to their mission.

3. BASIS FOR RECOMMENDATION:

The City of Turlock would benefit from the shared resources and shared costs while reaping the benefit of the much enhanced crime prevention tools available with the project.

Staff is recommending the approval of the agreement based on the expected benefit to the Department and community.

Strategic Plan Initiative: C. POLICY INITIATIVE – PUBLIC SAFETY.

Goal(s): b. (i) Maintain and execute a comprehensive Departmental Three Year Strategic Plan, focusing on the following Priorities:

c. Enhance Community Oriented Policing Strategies.

b. (iv) Work with our business community to provide prompt and efficient communication, support, and service to assist businesses in being successful.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

Decline to authorize the agreement with BHRS; both agencies would continue to operate within the City, just without the HEMDT.

8. ATTACHMENTS:

A. Two (2) four (4)-page original, wet/signed copies of the BHRS MOU, signed by Deputy County Counsel Marc Hartley.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TURLOCK POLICE DEPARTMENT AND THE STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES AGENCY (BHRS) FOR THE CREATION OF A HOMELESS ENGAGEMENT MULTI-DISCIPLINARY TEAM (HEMDT)	}	**RESOLUTION NO. 2015-**

WHEREAS, staff has recognized some of the concerns of those with mental health issues and who are homeless in our community; and

WHEREAS, staff also recognizes the benefits of partnerships in providing available services while better ensuring communication across disciplines; and

WHEREAS, City staff and Stanislaus County Behavioral Health Agency staff both have challenges in helping those in our community with mental health issues; and

WHEREAS, a partnership between City staff and Stanislaus County Behavioral Health Agency staff will benefit both agencies with shared resources and goals; and

WHEREAS, Welfare and Institutions Codes 15754(a) and 15754(b) provide law enforcement and mental health workers the nexus upon which to work together with mental health issues and concerns, while still adhering to the many boundaries and guidelines of the Health Insurance Portability and Accountability Act (HIPAA); and

WHEREAS, BHRS and Turlock Police Department staff have crafted a Memorandum of Understanding that will enable both of our respective agencies to work together to help our mental health population; and

WHEREAS, the MOU will allow identified BHRS staff to ride out directly with police officers periodically to specifically address particular individuals in need; and

WHEREAS, with the authorization of the MOU, BHRS and Police Department staff with collaboratively meet on a regular basis to develop, implement and monitor strategic interventions designed to assist those individuals in living lawful and productive lives (as authorized and regulated by Welfare and Institutions Codes 15750-15755)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a Memorandum of Understanding between the Turlock Police Department and the Stanislaus County Behavioral Health and Recovery Services Agency (BHRS) for the creation of a Homeless Engagement Multi-Disciplinary Team (HEMDT).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
County of Stanislaus,
State of California

COUNTY/CITY AGENCY MEMORANDUM OF UNDERSTANDING
TURLOCK POLICE DEPARTMENT AND
BEHAVIORAL HEALTH AND RECOVERY SERVICES
HOMELESS ENGAGEMENT MULTI-DISCIPLINARY TEAM (HEMDT)

This Memorandum of Understanding (hereinafter referred to as "Agreement" is made and entered into in the City of Turlock, California, by and between Stanislaus County through its department of Behavioral Health and Recovery Services (COUNTY), and the City of Turlock through the Turlock City Police Department (TPD) hereinafter referred to as "COUNTY" and "TPD", for and in consideration of mutual promises, covenants, and agreements as are hereinafter set forth.

WHEREAS, the Mental Health Services Act (MHSA), as set forth in California Welfare and Institutions Code section 5830(a)(3) provides that county mental health plans shall promote interagency collaboration;

WHEREAS, TPD proposed a collaborative relationship with COUNTY that would pair trained behavioral health outreach and engagement staff with police officers in the field to provide strategic and targeted outreach and engagement services to the homeless population who may have serious mental illness or substance disorders;

WHEREAS, TPD proposed a collaborative relationship with COUNTY to develop a multi-disciplinary team to meet monthly to collaboratively develop, implement and monitor strategic interventions designed to assist individuals experiencing homelessness due to serious mental illness and/or substance use disorders.;

WHEREAS, TPD and COUNTY share the same goals of providing early intervention and avoiding hospitalizations;

WHEREAS, COUNTY behavioral health outreach and engagement services, provide limited follow up care in the aftermath of behavioral health crises, assist in linking citizens with sub-acute crisis needs to appropriate support services, and, provide consultation and training on behavioral health issues to TPD; and;

WHEREAS, If available, TPD police officers trained in Critical Incident Training perform 5150 evaluations, may assist in disposition of 5150 evaluations, including transportation as needed;

NOW, THEREFORE, the parties agree:

A. TERMS AND CONDITIONS

1. COUNTY shall make the following contributions to ensure the success of this collaboration:

   1.1. Provide behavioral health outreach and engagement staff to perform designated BHRS Outreach and Engagement roles and responsibilities;
   1.2. Provide clinical and administrative supervision for BHRS staff;
   1.3. Provide all non-safety related equipment and supplies required by COUNTY BHRS staff to perform their designated roles and responsibilities; and.

1.4. Designate a liaison with responsibility for monitoring BHRS Homeless Engagement Multi-Disciplinary Team (HEMDT) implementation and to assist with resolution of problems encountered in the operation of HEMDT.
1.5. BHRS will provide through County Staff and Contractors at least four hours weekly of Engagement staff time to strategically partner with assigned Police Officers to provide targeted Engagement services for the homelessness or at-risk homeless population who may have serious mental illness. These hours may consist of "ride-along" with TPD Officers and intervention planning and coordination.
1.6. BHRS staff will provide referrals and linkages to behavioral health services and community supports.
1.7. BHRS will not provide crisis assessments or interventions in the field as components of this program. TPD Officers will retain the responsibility to place individuals on 5150 holds as needed.

2. TPD shall make the following contributions to ensure the success of this collaboration:

2.1. Given the circumstances present in a given situation, TPD police officers will endeavor to provide safety for BHRS Staff;
2.2. TPD police officers trained in Critical Incident Training will provide information on subjects and situations in which COUNTY BHRS staff may find helpful, as "part of a Multi-Disciplinary Team as defined by Welfare and Institutions Code 15754(a) and 15754(b);
2.3. Provide sworn peace officers trained In Critical Incident Training to perform HEMDT roles and responsibilities; as training and staffing allows;
2.4. Provide supervision for TPD staff/employees, including in-the-field supervision;
2.5. Provide all equipment and supplies needed for officers to perform their roles and responsibilities in the HEMDT roles –as determined by TPD;
2.6. Designate a liaison with responsibility for monitoring HEMDT implementation and to assist with resolution of problems encountered in the operation of HEMDT
2.7. Make available a police vehicle used for the mobile teams' operation;
2.8. TPD police officers trained in Critical Incident Training will provide information on subjects and situations in which COUNTY BHRS staff may find helpful, as allowed by law; and,
2.9. TPD police officers trained in Critical Incident Training will provide consultation and training on police/public safety issues/practices to COUNTY as provided to other non-sworn personnel who frequently accompany sworn officers in patrol operations. (i.e. Police Chaplains, Police Psychologists, etc.).

3. TPD and BHRS will jointly convene the Homeless Engagement Multi-disciplinary Team (HEMDT).
3.1. The team will include the TPD Restorative Policing Officers and representative from Stanislaus Behavior Health and Recovery Services; and may include representatives from Law Enforcement, Probation, District Attorney, Public Defender, Adult Protective Services, and Public and Private Care Providers, and other recognized homeless outreach programs that serve the mentally ill in the community.
3.2. The HEMDT is a voluntary coalition who agrees to meet on a monthly basis for the purpose of assisting persons with mental illness or other disabilities, which are at high risk of being repeatedly arrested or victimized.
3.3. The HEMDT will meets monthly to collaboratively develop, implement and monitor strategic interventions designed to assist these individuals in living lawful and

productive lives. The monthly meetings are conducted pursuant W&I Code Section 15750-15755.

B. COMPENSATION

There is no compensation from or to either party in this Agreement. COUNTY and TPD shall be responsible for their respective expenses related to this Agreement.

C. TERM

This MOU shall commence on the date of the last signature hereon, and continue for a one year period, at which time the MOU will be reviewed by all parties for revisions and extension. Either party may terminate this MOU by giving thirty (30) calendar days written notice to the other party.

D. INDEMNIFICATION

Each of the parties hereto shall defend, indemnify, and hold each other, their officers, employees, and agents harmless from any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only In proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or Intentional acts or omissions of the other party, its officers, agents, volunteers, or employees.

E. CONFIDENTIALITY

1. All parties to this Agreement acknowledge that Information regarding the clients from each agency is confidential and all parties agree that information shared among the parties shall not be re-disclosed, contrary to law. All parties agree to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such Information for any purpose not directly connected with the matter for which services are provided. All parties shall comply with all laws Including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations privacy rules and security standards, applicable to that agency.

2. Patient related records shall be considered confidential in accordance with California Welfare and Institutions Code, Section 5328 and 42 CFR, Part 2. Such records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the confidentiality of medical records, patient consents to release information, and the psychotherapist-patient privilege.

3. TPD shall comply with all laws, policies, and procedures pertaining to public records, including the "Public Records Act."

F. RELATIONSHIP OF PARTIES

This is an Agreement by and between independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, collaborative relationship, joint venture, or any other similar association.

G. REFERENCES TO LAWS AND RULES

In the event any law, regulation, or policy referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provisions as of the effective date of such amendment.

H. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by COUNTY and TPD and no other understanding, oral or otherwise, regarding this Agreement, shall be deemed to exist or to bind any of the parties to this Agreement.

I. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

The undersigned hereby agree to the provisions of this Agreement and agree that the provisions made herein will be honored.

COUNTY OF STANISLAUS
BEHAVIORAL HEALTH
AND RECOVERY SERVICES

Madelyn Schlaepfer, Ph.D., Date
Behavioral Health Director

CITY OF TURLOCK, a municipal corporation

Gary Soiseth, Mayor Date

or

Roy W. Wasden, City Manager Date

APPROVED AS TO FORM:
John P. Doering, County Counsel

Marc Hartley
Deputy County Counsel

APPROVED AS TO SUFFICIENCY:

Robert A. Jackson, Chief of Police Date

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

8D

Council Synopsis

August 11, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Michael Cooke, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Considering the Final Environmental Impact Report (FEIR) for the North Valley Regional Recycled Water Program (NVRRWP) in accordance with the California Environmental Quality Act (CEQA), and making certain findings concerning environmental impacts and mitigation measures, and adopting a Mitigation Monitoring and Reporting Program, in connection with approval of the NVRRWP contemplated by the Final Environmental Impact Report, and approving specified NVRRWP components

Motion: Approving the following NVRRWP components: (1) design and construction of the NVRRWP transmission facilities, including all necessary transmission pipelines to transmit and deliver recycled water from the terminus of the Harding Drain Bypass Pipeline to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) submittal of a Wastewater Change Petition to add 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as the authorized place of use for the City's recycled water; (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water; and (5) a Joint Powers Agreement for the North Valley Regional Recycled Water Program, as specified in the resolution considering the Final EIR for the NVRRWP

2. DISCUSSION OF ISSUE:

The NVRRWP (also known as the "Project") is the planned construction of a water supply project that would deliver up to 59,000 acre feet per year (AFY) of recycled water produced by the Cities of Modesto and Turlock via pipeline to the Delta-Mendota Canal (DMC). Recycled water will be conveyed from the Cities of Turlock and Modesto through pipelines from their wastewater treatment facilities, crossing under the San Joaquin River, ending at the DMC. Water in the DMC would then be conveyed directly to Del Puerto Water District (DPWD) turnouts and thus to its customers.

The NVRRWP is subject to federal, as well as City, County of Stanislaus, and state environmental review requirements. An Environmental Impact Report/Environmental Impact Statement (EIR/EIS) was prepared for the Project for purposes of compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The City of Modesto is the lead agency under CEQA and US Bureau of Reclamation is the lead agency under the National Environmental Policy Act (NEPA). In addition, the City of Turlock and DPWD are partnering with the City of Modesto in developing the NVRRWP, and are thus responsible agencies under CEQA. Cooperating agencies under NEPA include the U.S. Fish and Wildlife Service, which has Endangered Species Act (ESA) jurisdiction over terrestrial wildlife and freshwater fish and the National Oceanic and Atmospheric Administration National Marine Fisheries Service, which has ESA jurisdiction over anadromous fish. The Project may require environmental approvals from several local, state and Federal agencies, including Stanislaus County, the California Department of Fish and Wildlife, the State Water Resources Control Board (SWRCB) and Regional Water Quality Control Board, and the U.S. Army Corps of Engineers.

The EIR/EIS analyzed three potential Project alternatives: (1) the Combined Alignment Alternative; (2) the Separate Alignment Alternative; and (3) the PID Conveyance Alternative. The NVRRWP components that are recommended for approval now will convey recycled water from the City of Turlock's Harding Drain Bypass Pipeline to the City of Modesto's Jennings Wastewater Treatment Plan (Jennings Plan) and from there under the San Joaquin River to the DMC. The proposed Project is located partially within the City of Modesto's Jennings Wastewater Treatment Plant, which is within the Modesto city limits, and partially in unincorporated Stanislaus County. The DMC is under the jurisdiction of Reclamation.

The environmental review of the NVRRWP commenced with the release of the Notice of Preparation on April 22, 2014 to public agencies and interested parties for consultation on the scope of the EIR/EIS. The City of Modesto and Reclamation prepared a Draft EIR/EIS in January, 2015, which reflected the independent judgment of the City and Reclamation as to the potential environmental effects of the Project. The Draft EIR/EIS was circulated for a 60-day public review period between January 8, 2015 and March 11, 2015. The City of Modesto and Reclamation held a joint public meeting regarding the Draft EIR/EIS for the NVRRWP on February 11, 2015.

Public and agency comments were received and staff has prepared written responses to all public comments received during the public comment period in a Final EIR. The Final EIR also contains clarifications and minor revisions to information presented in the Draft EIR/EIS. No new information was received during the comment period or included in the Final EIR that would require recirculation of the Draft EIR under CEQA Guidelines section 15088.5. The Draft

EIR/EIS text has been revised to include these minor revisions and the revised text is included in the Final EIR. The Draft EIR/EIS and Final EIR are collectively referred to herein as the "Final EIR".

The Final EIR identified potentially significant impacts that will be reduced to a less than significant level with specified mitigation measures. Approval of the Project will therefore require adoption of environmental findings and a Mitigation Monitoring and Reporting Program under CEQA. The Final EIR did not identify significant and unavoidable environmental impacts of the Project; approval of the Project will therefore not require the adoption of a Statement of Overriding Considerations.

Staff is recommending that City Council approve the following NVRRWP components: (1) design and construction of the NVRRWP transmission facilities, including all necessary transmission pipelines to transmit and deliver recycled water from the terminus of the Harding Drain Bypass Pipeline to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) submittal of a Wastewater Change Petition to add 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as the authorized place of use for the City's recycled water; (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water; and (5) approval of a Joint Powers Agreement for the North Valley Regional Recycled Water Program.

The City of Modesto and Del Puerto Water District have separately considered approvals of their components of the NVRRWP.

To view the Final Environmental Impact Report, go to the following URL: http://www.nvr-recycledwater.org/documents.asp

3. BASIS FOR RECOMMENDATION:

A. Provides for the beneficial use of recycled water supplies for agricultural irrigation.

B. Removes the City's wastewater discharge from the San Joaquin River.

C. Allows the City to secure its right to use recycled water for beneficial use for the benefit of the City and all of its regional partners, including TID.

D. Provides a potential source of revenue to the Water Quality Control Fund.

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

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

iii) Wastewater
viii) Beneficial Reuse of Recycled Water
ix) Collaborative regional efforts on water resources planning and management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The total cost of the project is estimated to be $100 million; Turlock's portion is estimated to be approximately $50 million. The total cost of project construction and operation, however, will be funded through revenues from a water sales agreement with Del Puerto Water District.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Environmental Impact Report.

7. ALTERNATIVES:

A. The City Council could elect not to proceed with the North Valley Regional Recycled Water Program. This alternative is not recommended for the following reasons:

- The Regional Water Quality Control Board has directed the City to remove its wastewater from the San Joaquin River by December 31, 2019 or face more stringent wastewater discharge requirements.
- The beneficial reuse of wastewater optimizes the use of recycled water which provides regional economic and environmental benefits.
- The NVRRWP allows the City to exercise its legal right to provide recycled water to its regional partners, including DPWD and TID.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONSIDERING THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM (NVRRWP) IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND MAKING CERTAIN FINDINGS CONCERNING ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, IN CONNECTION WITH APPROVAL OF THE NVRRWP CONTEMPLATED BY THE FINAL ENVIRONMENTAL IMPACT REPORT, AND APPROVING SPECIFIED NVRRWP COMPONENTS	}	**RESOLUTION NO. 2015-177**

WHEREAS, the North Valley Regional Recycled Water Program (NVRRWP) is the planned construction of a water supply project that would deliver up to 59,000 acre-feet per year (AFY) of recycled water produced by the cities of Modesto and Turlock via pipeline to the Delta-Mendota Canal (DMC), a feature of the Central Valley Project owned by U.S. Bureau of Reclamation (Reclamation). Recycled water will be conveyed from the Cities of Modesto and Turlock through pipelines from their wastewater treatment facilities, crossing under the San Joaquin River, ending at the DMC. Water in the DMC would then be conveyed directly to Del Puerto Water District (DPWD) turnouts and thus to its customers. Recycled water also may be provided to Central Valley Project Improvement Act (CVPIA) designated Refuges located south of the Delta to deliver a portion of their supplemental water needs. The entire NVRRWP analyzed in the EIR includes a pipeline from the City of Turlock conveying recycled water either directly to the DMC or conveying recycled water to the City of Modesto's Jennings Water Quality Control Facility (Jennings Plant). That pipeline and any associated facilities for conveying recycled water from the City of Turlock would be implemented by the City of Turlock. The portion of the NVRRWP that would be implemented jointly by the City of Turlock and City of Modesto would include improvements to an existing pump station at the Jennings Plant and a pipeline that would convey recycled water from the Jennings Plant under the San Joaquin River to a new point of discharge to the DMC. The NVRRWP is located partially within the Jennings Wastewater Treatment Plant, which is within Modesto City limits, and partially in unincorporated Stanislaus County. The DMC is under the jurisdiction of Reclamation; and

WHEREAS, the NVRRWP is subject to federal, as well as City of Modesto, County of Stanislaus, and state environmental review requirements, because the NVRRWP hopes to obtain federal funds from Reclamation, and because the Project requires Reclamation approval actions, an Environmental Impact Report/Environmental Impact Statement

(EIR/EIS) was prepared for the Project for purposes of compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The City of Modesto is the lead agency under CEQA and Reclamation is the lead agency under the National Environmental Policy Act (NEPA). Cooperating agencies under NEPA include the U.S. Fish and Wildlife Service, which has federal Endangered Species Act (ESA) jurisdiction over terrestrial wildlife and freshwater fish and the National Oceanic and Atmospheric Administration National Marine Fisheries Service, which has ESA jurisdiction over anadromous fish. In addition, the City of Turlock and DPWD are partnering with the City of Modesto in developing the NVRRWP, and are thus responsible agencies under CEQA. The NVRRWP may require environmental approvals from the City, the County of Stanislaus, the California Department of Transportation, the State Historic Preservation Office, the California Department of Fish and Wildlife, the State Water Resources Control Board and Regional Water Quality Control Board, Central Valley Region, the California State Lands Commission, the Central Valley Flood Protection Board, the San Joaquin Valley Air Pollution Control District, the Natural Resource Conservation Service, the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, and the National Oceanic and Atmospheric Administration National Marine Fisheries Service; and

WHEREAS, the EIR/EIS analyzed considered three potential Project alternatives: (1) the Combined Alignment Alternative; (2) the Separate Alignment Alternative; and (3) the PID Conveyance Alternative; and

WHEREAS, the environmental review of the NVRRWP commenced with the release of the Notice of Preparation on April 22, 2014 to public agencies and interested parties for consultation on the scope of the EIR/EIS; and

WHEREAS, the City of Modesto and Reclamation prepared a Draft EIR/EIS dated January 8, 2015, which reflected the independent judgment of the City of Modesto and Reclamation as to the potential environmental effects of the Project. The Draft EIR/EIS was circulated for a 60-day public review period between January 8, 2015 and March 11, 2015. The City of Modesto and Reclamation held a joint public meeting regarding the Draft EIR/EIS for the NVRRWP on February 11, 2015. The meeting was conducted in an open house format to allow attendees to arrive at any time, talk to team members, and to review display boards and environmental documentation. Attendees could comment either verbally or by submittal of comment cards, but no comments were submitted at the meeting; and

WHEREAS, public and agency comments were received and staff has prepared written responses to all public comments received during the public comment period in a Final EIR. The Final EIR also contains clarifications and minor revisions to information presented in the Draft EIR/EIS. No new information was received during the comment period or included in the Final EIR that would require recirculation of the Draft EIR under CEQA Guidelines section 15088.5. The Draft EIR/EIS text has been revised to include these minor revisions and the revised text is included in the Final EIR. The Draft EIR/EIS and Final EIR are collectively referred to herein as the “Final EIR”; and

WHEREAS, a staff report prepared for the City Council, dated August 11, 2015 and incorporated herein by reference, described and analyzed the Project, the Draft EIR/EIS, the Final EIR, and staff's conclusions regarding the public comments and responses; and

WHEREAS, on July 7, 2015, the Modesto City Council certified the Final EIR at a public meeting at which the public had an opportunity to comment; and

WHEREAS, on August 11, 2015, the Turlock City Council considered the Final EIR and Project approvals at a public meeting at which the public had an opportunity to comment; and

WHEREAS, the Final EIR identified potentially significant impacts that will be reduced to a less than significant level with specified mitigation measures. Approval of the Project therefore requires adoption of environmental findings and a Mitigation Monitoring and Reporting Program under CEQA; and

WHEREAS, the Final EIR did not identify significant and unavoidable environmental impacts of the Project, thus approval of the Project therefore does not require the adoption of a Statement of Overriding Considerations; and

WHEREAS, the Final EIR, and the City Council August 11, 2015 staff report, regarding the Project and the Final EIR, including the analysis of the public comments, reflect the District's independent judgment and analysis; and

WHEREAS, the location and custodian of the Draft EIR/EIS and Final EIR and other documents that constitute the record of proceedings for the Project is the City of Turlock, Municipal Services, 156 S. Broadway, 2nd Floor, Turlock, CA 95380. The Draft EIR/EIS and Final EIR and documents relating to the Project are available for review in the District office and on the website for the Project located at: http://www.nvr-recycledwater.org/documents.asp; and

WHEREAS, the City Council desires to approve the following NVRRWP components: 1) the NVRRWP transmission facilities, including all necessary transmission pipelines to transmit and deliver recycled water from the terminus of the Harding Drain Bypass Pipeline to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) submittal of a Wastewater Change Petition to add 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as the authorized place of use for the City's recycled water; (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water; and (5) enter into a Joint Powers Agreement for the North Valley Regional Recycled Water Program. The City of Modesto and Del Puerto Water District have separately considered approvals of their components of the NVRRWP.

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

1. The foregoing recitals are true and correct and made a part of this resolution.

2. The City Council has reviewed and considered the Draft EIR/EIS and Final EIR (collectively, "Final EIR"), as well as the public comments and staff's analysis of the comments and changes to the Draft EIR/EIS in the Final EIR.

3. Based on its review of Project record as a whole, the City Council makes and adopts the following findings relating to the CEQA review for the Project prior to approving the Project:

A. The City Council has considered the Final EIR and finds it has been completed in compliance with CEQA and the CEQA Guidelines.

B. The City Council has independently reviewed and considered the information contained in Final EIR, including the written comments received during the Draft EIR/EIS review period and the oral and written comments received at the City Council meeting, prior to making its decision on the proposed Project.

C. The Final EIR reflects the City Council's independent judgment and analysis on the potential environmental impacts of the proposed Project. The Final EIR provides information to the decision makers and the public on the environmental consequences of the proposed Project.

D. The Final EIR adequately describes the proposed Project, its significant environmental impacts, mitigation measures, and a reasonable range of alternatives to the proposed Project.

4. The City Council hereby adopts all findings required under CEQA regarding environmental impacts of the Project and mitigation measures, and adopts a Mitigation Monitoring and Reporting Program as set forth in the CEQA Findings of Fact attached hereto as Exhibit A (which includes Attachments 1 and 2) and incorporated herein by reference, all in compliance with the requirements of CEQA.

5. The City Council hereby approves the following Project components: 1) the NVRRWP transmission facilities, including all necessary transmission pipelines to transmit and deliver recycled water from the terminus of the Harding Drain Bypass Pipeline to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) submittal of a Wastewater Change Petition to add 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as the authorized place of use for the City's

recycled water; (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water; and (5) entering into a Joint Powers Agreement for the North Valley Regional Recycled Water Program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

EXHIBIT A

CEQA FINDINGS OF FACT

OF THE CITY COUNCIL OF THE CITY OF TURLOCK

for the

NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM

AUGUST 11, 2015

I.
INTRODUCTION

The City of Turlock (City) is working with the City of Modesto and Del Puerto Water District (Partner Agencies) to implement the North Valley Regional Recycled Water Program (NVRRWP). As a Partner Agency, the City of Turlock is a responsible agency under the California Environmental Quality Act (CEQA) and has considered the Environmental Impact Report for the Project in determining whether to move forward with implementation of those portions of the NVRRWP for which the City is responsible.

City of Modesto, as lead agency under the CEQA, and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation) as lead agency under the National Environmental Policy Act (NEPA), prepared a joint Draft Environmental Impact Report/Environmental Impact Statement (Draft EIR/EIS) for the North Valley Regional Recycled Water Program (NVRRWP or Project). The Draft EIR/EIS is a joint document intended to comply with both CEQA and NEPA. (See California Code of Regulations (CCR), Title 14, Division 6, Chapter 3 (State CEQA Guidelines), Section 15222 ("Preparation of Joint Documents"); and Code of Federal Regulations (CFR), Title 40, Sections 1502.25, 1506.2, and 1506.4 (authority for combining federal and state environmental documents). The City of Modesto has considered comments received on the Draft EIR/EIS and has prepared a Final EIR, which addresses those comments. While the Draft EIR/EIS was prepared by the City of Modesto and the Bureau of Reclamation as a joint document, the Final EIR was prepared as a separate CEQA document, which has been certified by the City of Modesto on July 7, 2015. Reclamation will separately circulate a Final EIS for 30 days before issuing a Record of Decision for the NVRRWP. In its entirety, the Final EIR consists of the June 19, 2015 Final EIR ("Final EIR", or "FEIR") (EA/UP&P No. 2014-02; State Clearinghouse No. 2014042068), which includes Volume I containing the entire text of the Draft EIR/EIS that was published on January 8, 2015, plus Volume II including the comments that were received during the public review period and responses to those comments showing minor revisions and clarifications based on comments received.
As described in the Final EIR, the NVRRWP is the planned construction of a water supply project that would deliver up to 59,000 acre-feet per year (AFY) of recycled water produced by the cities of Modesto and Turlock via pipeline to the Delta-Mendota Canal (DMC), a feature of the Central Valley Project owned by Reclamation. Instead of discharging into the San Joaquin River, recycled water will be conveyed from Modesto and Turlock through pipelines from their wastewater treatment facilities, crossing under the San Joaquin River, ending at the DMC. Water in the DMC would then be conveyed directly to DPWD turnouts and thus to its customers. This project also proposes to provide water to Central Valley Project Improvement Act (CVPIA) designated refuges located south of the Delta to deliver a portion of their supplemental water needs. The proposed pipeline alignment is divided into two segments. One segment, which is under the jurisdiction of the City of Turlock, will convey recycled water from the City of Turlock through a pipeline beginning at the end of the existing Harding Drain Bypass Pipeline either directly west to the DMC, or through a pipeline conveying water north to

the City of Modesto's Jennings Water Quality Control Facility (Jennings Plant), where it would be combined with recycled water from Modesto. The second pipeline segment, which is under the jurisdiction of the City of Modesto, would extend from the Jennings Plant, crossing under the San Joaquin River to convey water to the DMC. The NVRRWP is located partially within the Jennings Wastewater Treatment Plant, which is within the Modesto City limits, and partially in unincorporated Stanislaus County. The DMC is under the jurisdiction of Reclamation.

These findings have been prepared in accordance with CEQA (Pub. Resources Code, § 21000 et seq.) and its implementing guidelines ("CEQA Guidelines") (Cal. Code Regs., tit. 14, § 15000 et seq.).

II.
PROJECT DESCRIPTION

A. LOCATION

The NVRRWP includes pipelines in primarily in existing streets from the City of Turlock Harding Drain Bypass Pipeline either directly to the DMC or to the Jennings Plant where water from Turlock would be combined with recycled water produced by the City of Modesto; this pipeline is under the jurisdiction of the City of Turlock. Facilities under the jurisdiction of the City of Modesto begin at the Jennings Plant, where an existing pump station would be modified. From the Jennings Plant Pump Station a pipeline would be constructed under the San Joaquin River using some form of trenchless technology. The pipeline would continue on existing streets to a discharge structure on the DMC. The Project site is located partially within the City of Modesto (the Jennings Plant is within Modesto City limits) and partially in unincorporated Stanislaus County as illustrated in Figures 2-2 and 2-5 of the DEIR (pages 2-4 and 2-11).

B. OVERVIEW

The City of Turlock has worked cooperatively with the City of Modesto and Del Puerto Water District (Partner Agencies) to develop the NVRRWP. The Partner Agencies worked together to define shared objectives and develop feasible alternatives to provide a supply of recycled water to DPWD. Their efforts culminated in the preparation of a Feasibility Study for the NVRRWP, which was completed in December 2013. The Feasibility Study documents the process for development of alternatives and includes an economic and financial analysis.

The proposed project is the Combined Alignment Alternative that was evaluated in the EIR/EIS. The Combined Alignment Alternative consists of two reaches totaling 69,800 linear feet, extending from the western end of the City of Turlock's Harding Drain Bypass Pipeline to the DMC. The south-north reach from the Harding Drain Bypass Pipeline would be 42 inches in diameter and would extend from the western end of the Harding Drain Bypass Pipeline near the existing standpipe structure on South Carpenter Road, then parallel South Carpenter Road north to West Main Street, then turn west on West Main Street to Jennings Road. At Jennings Road, the pipeline would

then turn north for about 1.8 miles. From Jennings Road, the pipeline would then extend west along existing dirt roads through agricultural fields owned by Modesto and terminate at the existing Jennings Plant outfall pump station near the southeastern end of the Jennings Plant. Combined flows from the pumping facility at the Jennings Plant, which would be modified to meet capacity needs, would then travel in a 54-inch pipeline, cross under the San Joaquin River, and extend west to the DMC along Lemon Avenue, through farmland, and along Zacharias Road. The proposed pipeline would cross a total of five irrigation canals along the Lemon Avenue alignment, all of which are operated by the PID.

The project applicants are the City of Modesto, City of Turlock and Del Puerto Water District.

C. PROJECT OBJECTIVES

As set forth in the Draft EIR/EIS (page 1-12), the overall objective of the proposed project is to maximize beneficial use of a sustainable, alternative water supply within the region, which would address reductions in water supplies from the CVP and reduce the reliance on groundwater use. Specifically, the objectives of the project are as follows:

- Establish an alternative, reliable, long-term water supply of up to 59,000 acre feet per year (AFY) of recycled water for DPWD and refuges;
- Maximize beneficial use of recycled water by DPWD customers and refuges;
- Maximize Project Partners' control of operations and delivery of water to DPWD and refuges, while recognizing the need for coordination with Reclamation and the San Luis & Delta-Mendota Water Authority;
- Establish a long-term water right(s) to allow for the beneficial use of recycled water;
- Maximize use of existing facilities for treatment / delivery of recycled water;
- Provide supplemental annual water supplies annually to SOD refuges to meet CVPIA Sections 3406(b)(3) and 3406(d)(2) requirements;
- Avoid or minimize, through incorporation of design constraints and management practices, impacts to environmental resources such as surface water, groundwater supplies, land subsidence, groundwater quality and biological resources including sensitive species; and
- Deliver agricultural water to DPWD at a cost that supports regional economic sustainability.

The proposed project is needed to offset the significant reduction in CVP water allocations to DPWD associated with Delta pumping restrictions, drought conditions, and climate change. In addition, the proposed project is needed to offset anticipated effects (e.g., overdraft, subsidence, water quality issues) from increased groundwater pumping that have occurred and would likely continue to occur with the absence of an alternative water supply.

Based on its own review of the Final EIR and other information and testimony received in connection with the Project, the City Council finds these objectives to be acceptable and important from a public policy standpoint. In choosing to approve the Project, the

City of Turlock seeks to further these objectives, and accords them weight in considering the feasibility of the alternatives set forth in the EIR (See *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508).

D. DISCRETIONARY APPROVALS

Project approval requires the City of Modesto, as CEQA lead agency, Reclamation as NEPA lead agency, the City of Turlock as responsible agency, as well as certain other responsible agencies, to take discrete planning and regulatory actions to approve the overall Project. In accordance with CEQA, the City of Turlock must consider the EIR and determine that the Project complies with CEQA, adopt findings for all significant impacts identified, certify that the findings have been considered prior to project approval, and adopt a Mitigation Monitoring and Reporting Program. The City of Turlock will consider taking the following actions: (1) design and construction of the NVRRWP transmission facilities, including all necessary transmission pipelines to transmit and deliver recycled water from the terminus of the Harding Drain Bypass Pipeline to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) submittal of a Wastewater Change Petition to add 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as the authorized place of use for the City's recycled water; and (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water.
The City of Turlock then will file a Notice of Determination with the State Clearinghouse that will identify whether the project will have significant impacts, if mitigation measures were included as conditions of project approval, that findings were made, and if a Statement of Overriding Considerations was adopted. Reclamation will use this document to support a Record of Decision to document Reclamation's decisions regarding the potential federal actions for the project. Described below are the other permits, reviews, and approvals that would be required for project construction:

Agency	Type of Approval
FEDERAL	
Reclamation	Warren Act Contract
Reclamation	Possible funding through Public Law 102-575, Title XVI
Reclamation	Land Use Authorization for Construction of Facilities within DMC right-of-way (ROW)
Reclamation	Purchase contract for supplemental supplies for Refuge Water Supply Program under CVPIA Section 3406(d)(2)
U.S. Army Corps of Engineers	Clean Water Act, Section 404 Permit for any fill of wetlands or waters of the US
U.S. Army Corps of Engineers	Section 10 Permit for pipeline crossing under San Joaquin River, which is a navigable waterway.
U.S. Fish and Wildlife & National Oceanic and Atmospheric	Section 7 Consultation/Biological Opinions

Agency	Type of Approval
Administration (NOAA) National Marine Fisheries Service	
Natural Resource Conservation Service	Farmland Conversion Assessment
STATE	
State Water Resources Control Board	Wastewater Change Petition (Petition for Change)
California Department of Fish and Wildlife (CDFW)	Streambed Alteration Agreement for pipeline crossings of streams
CDFW	Incidental Take Permit for California Endangered Species Act (CESA)
CalOSHA	Construction Permit / Tunnel Classification
CA Historic Preservation Office	Section 106 Consultation
CA State Lands Commission	Lease Agreement
Caltrans	Encroachment Permit
Central Valley Regional Water Quality Control Board (CVRWQCB)	Clean Water Act, Section 401 Water Quality Certification
CVRWQCB	Notice of Intent for coverage under Statewide Construction Stormwater Permit (Section 402 Clean Water Act)
CVRWQCB	Notice of Intent for coverage under Low-Threat Discharge Order for Dewatering during Construction and for Pipeline Discharges for Testing and Startup
CVRWQCB	NPDES Permit for Discharge to the DMC
Central Valley Flood Protection Board	Possible encroachment permit
LOCAL	
San Joaquin Valley Air Pollution Control District	Authority to Construct / Permit to Operate
Stanislaus County	Encroachment permit, grading permit, building permit, and tree removal permit
Stanislaus County	Williamson Act cancellation (if needed)
Genesee & Wyoming Railroad	Utility Occupancy License for crossing of CFNR

Draft EIR/EIS p. 1-14

III.
ENVIRONMENTAL REVIEW PROCESS

A Notice of Preparation (NOP) for the NVRRWP was mailed on April 22, 2014, to elected officials, government and other resource agencies, and all individuals and department entities that may have a concern or interest in the Project. Copies of the NOP were made available to the public at Modesto City Hall, at City of Turlock offices

and on the NVRRWP website. Additionally, the City of Modesto held an open house to allow interested members of the public to learn more about the project, have questions answered by NVRRWP staff, and provide input on the project. The public meeting was held on May 13, 2014, at the Modesto City Hall at 1010 Tenth Street, Modesto, CA, with approximately 20 members of the public participating. In June 2014, the City of Modesto prepared a Scoping Report that summarized public noticing, communication, and scoping efforts completed for the project up to that date. The Scoping Report is included in the Draft EIR/EIS, and provides a full summary of the public meeting and the comments received in Appendix A. Additional public outreach and communication efforts completed after May 2014 are discussed below under the heading "Public Participation." The City of Turlock, City of Modesto and Reclamation have coordinated with several public agencies that may have an interest in the project as part of the project development process. Numerous agencies and organizations were provided notification of the NOP, and provided comments on the scope of the project and its associated environmental documentation. These communications and comments are summarized in the Scoping Report prepared for the project. The main coordination or communications with agencies is described below.

U.S. Army Corps of Engineers
Reclamation invited the U.S. Army Corps of Engineers (USACE) to be a cooperating agency for preparation of the EIS. USACE declined to be a cooperating agency, but indicated that based on review of the project description it appeared that the project can be authorized under Nationwide Permit number 12, Utility Lines (email from Kathleen Dadey, Chief, California South Branch, Regulatory Division, USACE Sacramento District to Ben Lawrence of Reclamation). A draft wetland delineation report was sent to the USACE on April 29, 2015, for verification. USACE has not completed verification as of June 18, 2015. The City of Modesto will request coverage under Nationwide Permit 12 for any construction-period fill of wetlands or waters of the U.S.

U.S. Fish and Wildlife Service
Reclamation invited the U.S. Fish and Wildlife Service (USFWS) to be a cooperating agency for preparation of the EIS. USFWS agreed to work with Reclamation as a cooperating agency and both agencies signed a Memorandum of Understanding defining their relationship in the EIS preparation process. As a cooperating agency, USFWS staff have participated in regular environmental team conference calls. Reclamation will submit a Biological Assessment to USFWS and will seek their concurrence regarding the potential for the NVRRWP to affect listed species.

National Oceanic and Atmospheric Administration National Marine Fisheries Service
Reclamation invited the National Oceanic and Atmospheric Administration National Marine Fisheries Service (NMFS) to be a cooperating agency for preparation of the EIS. NMFS agreed to work with Reclamation as a cooperating agency and both agencies signed a Memorandum of Understanding defining their relationship in the EIS preparation process. As a cooperating agency, NMFS staff have participated in regular environmental team conference calls. Reclamation will submit a Biological Assessment

to NMFS and will seek their concurrence regarding the potential for the NVRRWP to affect listed species.

California Department of Fish and Wildlife
Future consultation with California Department of Fish and Wildlife (CDFW) will be required to obtain a 1602 Streambed Alteration Agreement to authorize construction of the pipeline crossing under the San Joaquin River. The project includes avoidance and mitigation measures designed to direct impacts to state-listed species. However, if necessary the City of Modesto would apply for a California Fish and Game Code Section 2081 Take Permit.

State Historic Preservation Office
Reclamation will conduct Section 106 consultation with the State Historic Preservation Office (SHPO) under the National Historic Preservation Act. The DMC has been determined to be eligible for the National Register. The discharge facility for the NVRRWP would be adjacent to, but outside of the Canal, and is not expected to affect the integrity of the DMC. The design of the discharge structure is intended to allow construction to be completed without any modifications to the canal, but if there are any effects on the canal during construction the structure would be restored to its existing condition. Reclamation will seek concurrence from SHPO that the proposed project would not result in any adverse impacts on historic resources.

Public Participation
In addition to the formal scoping meeting additional public outreach efforts have been made to provide information to area residents and to allow interested stakeholders to provide input on and raise issues and concerns about the project. Presentations have been made to the Farm Bureau and Almond Board of California and notices were sent to 200 landowners/customers in the Del Puerto Water District.

The City of Modesto and Reclamation released the Draft EIR/EIS on January 8, 2015 for public review and comment. The comment period closed on March 11, 2015. This period satisfied the requirement for a minimum 45-day and maximum 60-day public review period as set forth in Section 15105 of the CEQA Guidelines. Consistent with Section 15202 of the CEQA Guidelines, the City of Modesto conducted a meeting to receive public input on the Draft EIR/EIS at Modesto City Hall on February 11, 2015, at which time agencies and the public were given the opportunity to provide comments on the Draft EIR/EIS.

The Project's Final EIR was made available to the public and commenting agencies on June 19, 2015. Notice of the availability of the Final EIR was mailed to elected officials, government and other resource agencies, and all individuals and department entities that may have a concern or interest in the project, and copies of the Final EIR were made available on the NVRRWP website and at Modesto City Hall as well as offices of the City of Turlock, and Del Puerto Water District. On July 7, 2015, the City of Modesto

City Council considered certification of the Final EIR and approval of the Project at their regular City Council meeting. The City Council considered certification of the Final EIR and adoption of CEQA Findings, and a Mitigation Monitoring and Reporting Program at that hearing.

On July 8, 2015, the Del Puerto Water District Board of Directors considered the Final EIR and approval of the Project at a Special Board meeting. The Board considered the Final EIR and adoption of CEQA Findings, and a Mitigation Monitoring and Reporting Program at that hearing.

On August 11, 2015, the City of Turlock City Council considered the Final EIR and approval of the Project at a regular council meeting. The City Council considered the Final EIR and adoption of CEQA Findings, and a Mitigation Monitoring and Reporting Program at that hearing.

The Draft EIR/EIS included an evaluation of 22 environmental issue areas and a discussion of significant impacts under CEQA, together with other NEPA- and CEQA-mandated issues as well (e.g., cumulative impacts, growth-inducing impacts). The 22 environmental issue areas are as follows:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy Resources
- Environmental Justice
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Indian Trust Assets
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Utilities
- Recreation
- Socioeconomics
- Transportation and Traffic

(Draft EIR/EIS, pp. 3.1-1 to 3.19-15)

The Draft EIR/EIS evaluated the significance of impacts under CEQA within the following 17 environmental areas:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Utilities
- Recreation
- Transportation and Traffic
- Cumulative Impacts

(Draft EIR/EIS, pp. 3.1-1 to 3.19-15)

IV.
RECORD OF PROCEEDINGS

In accordance with Public Resources Code section 21167.6, subdivision (e), the record of proceedings for the City of Turlock's decision on the Project includes the following documents:

- The NOP and all other public notices issued by the City of Modesto in conjunction with the Project;

- All comments submitted by agencies or members of the public during the comment period on the NOP;

- The Draft EIR/EIS for the Project (January 2015) and all appendices;

- All comments submitted by agencies or members of the public during the comment period on the Draft EIR/EIS;

- The Final EIR for the Project, including comments received on the Draft EIR/EIS, the responses to those comments, clarifications and minor corrections to information presented in the Draft EIR/EIS, and appendices;

- Documents cited or referenced in the Draft EIR/EIS and Final EIR;

- The MMRP for the Project;

- All findings and resolutions adopted by the City Council in connection with the Project and all documents cited or referred to therein;

- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Project prepared by the City of Modesto, consultants to the City of Modesto, or responsible or trustee agencies with respect to compliance with the requirements of CEQA and with respect to the NVRRWP;

- All documents submitted to the City of Modesto or to the City of Turlock by other public agencies or members of the public in connection with the Project, up through the close of the City Council meeting on August 11, 2015;

- Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City of Modesto or the City of Turlock in connection with the Project;

- Any documentary or other evidence submitted to the City of Modesto or the City of Turlock at such information sessions, public meetings, and public hearings;

- All environmental documents prepared under CEQA and NEPA referred to in the Draft EIR/EIS and Final EIR, including, but not limited to:

City of Modesto Phase 2 Improvements – Jennings Road Secondary Wastewater Treatment Plant Initial Study/Mitigated Negative Declaration Report (State Clearinghouse # 2010092062).

City of Turlock Harding Drain Bypass Project Environmental Impact Report. (State Clearinghouse # 2003062002).

- All County or other public agency planning or other documents cited in materials prepared by or submitted to the City of Modesto;

- Any and all resolutions and ordinances adopted by the City of Turlock regarding the Project, and all staff reports, analyses, and summaries related to the adoption of those resolutions and ordinances;

- Matters of common knowledge to the City of Turlock, including but not limited to federal, State, and local laws and regulations;

- Any documents expressly cited in these findings, in addition to those cited above; and

- Any other materials required for the record of proceedings by Public Resources Code section 21167.6, subdivision (e).

The documents constituting the record of proceedings are available for review by responsible agencies and interested members of the public during normal business hours at the City of Turlock, Municipal Services, 156 S. Broadway, 2nd Floor, Turlock, CA 95380. The custodian of these documents is Michael Cooke.

V.
FINDINGS REQUIRED UNDER CEQA

Public Resources Code section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same statute provides that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." Section 21002 goes on to provide that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

The mandate and principles announced in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR. The second finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by, or can and should be adopted by, such other agency. The third potential finding is that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR and, therefore, the identified impact is significant and unavoidable (CEQA Guidelines, § 15091).

As explained elsewhere in these findings, "feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into

account economic, environmental, social, legal, and technological factors (CEQA Guidelines § 15364). The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (*Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1506-1509 (court upholds CEQA findings rejecting alternatives in reliance on applicant's project objectives); see also *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001 *(CNPS) ("*an alternative 'may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record'") (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont.Ed.Bar 2d ed. 2009] (*Kostka*), § 17.309, p. 825); *In re Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008) 43 Cal.4th 1143, 1165, 1166 (*Bay-Delta*) ("[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary program objectives;" "a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal"). Moreover, "'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors." (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417 (*City of Del Mar*); see also *CNPS*, *supra,* 177 Cal.App.4th at p. 1001 *(after weighing "*"economic, environmental, social, and technological factors,' ... 'an agency may conclude that a mitigation measure or alternative is impractical or undesirable from a policy standpoint and reject it as infeasible on that ground") (quoting Kostka, *supra,* § 17.29, p. 824).

For purposes of these findings (including the findings in Attachment 1 attached hereto), the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less than significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less than significant level.

As explained above, CEQA requires that the lead agency adopt feasible mitigation measures or, in some instances, feasible alternatives to substantially lessen or avoid significant environmental impacts that would otherwise occur. With respect to a project for which significant impacts are not avoided, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons for the agency findings that the Project's benefits outweigh its unavoidable adverse environmental effects. The EIR/EIS found that there were no significant unavoidable adverse environmental effects.

VI.
MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program has been prepared for the Project, and

is being approved by the City Council by the same Resolution that adopts these findings. The City of Modesto, as lead agency will use the Mitigation Monitoring and Reporting Program to track compliance with Project mitigation measures. The Mitigation Monitoring and Reporting Program will remain available for public review during the compliance period. The Mitigation Monitoring and Reporting Program is attached hereto as Attachment 2.

VII.
SIGNIFICANT IMPACTS AND MITIGATION MEASURES

The Final EIR identified a number of significant and potentially significant environmental effects (or impacts) that the Project will cause or contribute to. All of these significant effects can be fully avoided through the adoption of feasible mitigation measures.

A. Impacts and Mitigation Measures (see Attachment 1)

The City Council findings with respect to the Project's significant effects and mitigation measures are set forth in the attachment to these findings (Attachment 1). The findings set forth in Attachment 1 are hereby incorporated by reference and included as an attachment to this document.

Attachment 1 does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, the attachment provides a summary description of each impact, describes the applicable mitigation measures identified in the Final EIR and adopted by the City of Modesto, and states the findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR, and these findings hereby incorporate by reference the discussion and analysis in those documents supporting the Final EIR's determinations regarding mitigation measures and the Project's impacts and mitigation measures designed to address those impacts.

In making these findings, the City of Turlock ratifies, adopts, and incorporates into these findings the analysis and explanation in the Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The City of Modesto has adopted all of the mitigation measures identified in Attachment 1. Some of the measures identified are also within the jurisdiction and control of other agencies. To the extent any of the mitigation measures are within the jurisdiction of other agencies, the City of Modesto and City of Turlock find those agencies can and should implement those measures within their jurisdiction and control.

B. Findings Regarding Additional Mitigation Measures Proposed by Comments

In comments on the Draft EIR/EIS, commenters suggested additional mitigation measures and/or modifications to the measures recommended in the Draft EIR/EIS. As indicated in the Final EIR Chapter 8, the City of Modesto modified the following proposed measures in response to such comments:

● Mitigation Measure AIR-1. The mitigation has been revised to incorporate additional suggested measures such as limitations on idling. Use of newer tier engines and vehicles will be implemented to the extent feasible, but would not be required because requirements for specific engine tiers and newer trucks would be significantly ahead of CARB implementation schedules. Therefore, the mitigation measure leaves these as measures that the contractor will be encouraged to implement to the extent feasible. There is no change to the significance conclusion and the implementation of voluntary emission offset agreement will ensure that NOx emissions are fully mitigated consistent with general conformity requirements.

● Mitigation Measure BIO-1d. The mitigation has been revised to specify that the frac-out plan be provided to the California State Land Commission.

● Mitigation Measure BIO-12. The revised measure specifies that no-disturbance buffers for nesting raptors would be established by a qualified biologist, with consultation with the California Department of Fish and Wildlife, as appropriate.

● Mitigation Measure CUL-2. The revised measure requires that if human remains are discovered and determined to be Native American, the Native American Heritage Commission shall be notified by phone within 24 hours of the discovery.

For other new mitigation measures or changes to existing mitigations proposed in comments submitted on the Draft EIR/EIS or comments submitted elsewhere in the record, which are described below, the City of Modesto carefully considered the proposed mitigations, and found the proposed mitigations infeasible, not necessary to avoid identified significant impacts of the Project, or otherwise rejected the suggested mitigation for the reasons set forth in the Final EIR or elsewhere in the record, which are incorporated herein by this reference.

In considering specific recommendations on mitigation measures from commenters, the City of Modesto was guided by CEQA's legal standard to substantially lessen or avoid significant environmental effects to the extent feasible. Moreover, comments frequently offer suggestions regarding how a commenter believes that a particular mitigation measure can be modified, or perhaps changed significantly, in order to more effectively, in the commenter's opinion, reduce the severity of environmental effects. However, the mitigation measures included in the Final EIR represent the professional judgment and

long experience of the expert staff and environmental consultants. The City of Modesto therefore believes, and the City of Turlock concurs, that these recommended mitigations should not be modified unless necessary to comply with CEQA legal standards, and the lead agency has discretion to make policy decisions presented by mitigations. Thus, in considering commenters' suggested changes or additions to the mitigation measures, in determining whether to accept such suggestions, either in whole or in part, the following factors, among others have been considered: (i) whether the suggestion relates to a significant and unavoidable environmental effect of the NVRRWP, or instead relates to an effect that can already be mitigated to less-than-significant levels by proposed mitigation measures in the Final EIR; (ii) whether the proposed language represents a clear improvement, from an environmental standpoint, over the draft language that a commenter seeks to replace; (iii) whether the proposed language is sufficiently clear as to be easily understood by those who will implement the mitigation as finally adopted; (iv) whether the language might be too inflexible to allow for pragmatic implementation; (v) whether the suggested mitigations are "feasible" as defined under CEQA, including being able to be accomplished in a successful manner in a reasonable period of time taking into account economic, environmental, technical, legal, social or other factors; and (vi) whether the proposed language is consistent with the Project's objectives.

As is evident from the specific responses given to specific suggested mitigations set forth in Chapter 8 of the Final EIR, City of Modesto staff and consultants spent a significant amount of time carefully considering and weighing proposed mitigation language. For suggested mitigation not incorporated or adopted by the City, the City of Modesto finds, and the City of Turlock concurs, that the measure either was not necessary to reduce a significant impact to less than significant, or infeasible.

Comments on the Draft EIR/EIS proposed mitigation measures to address the export of wastewater from lands overlying the Turlock subbasin. As explained in the responses presented in Chapter 8 of the Final EIR, when the NVRRWP is operating, wastewater that is currently discharged to the San Joaquin River, which flows out to the ocean through the Delta, instead will have additional treatment and then be conveyed to the Del Puerto Water District and South of Delta wildlife refuges. Implementation of the NVRRWP would result in some minimal reductions in groundwater recharge to the western portion of the Turlock groundwater subbasin because of slight reductions in flows in the San Joaquin River. However, these reductions are not expected to have any significant effects on groundwater conditions in this subbasin, both because the change will only be a very small percentage of the total subbasin average annual inflow and because the change will occur in a portion of the subbasin where groundwater levels already are high. As a result, mitigation would not be required.

C. Findings Regarding Absence of Significant New Information Requiring Recirculation of Draft EIR

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR for

further review and comment when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR but before certification of the Final EIR. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. The CEQA Guidelines provide the following examples of significant new information under this standard:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation is adopted that reduces the impact to a level of insignificance.
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.
- The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (*Mountain Lion Coalition v. Fish and Game Com.* (1989) 214 Cal.App.3d 1043).

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. The above standard is "not intend[ed] to promote endless rounds of revision and recirculation of EIRs." (*Laurel Heights Improvement Assn. v. Regents of the University of California* (1993) 6 Cal. 4th 1112, 1132). "Recirculation was intended to be an exception, rather than the general rule." (*Ibid.*)

The Final EIR incorporates information developed after the Draft EIR was completed, and contains additions, clarifications, modifications, and other changes. As noted in Section VIII.B, comments on the Draft EIR either expressly or implicitly sought changes to proposed mitigation measures identified in the Draft EIR, as well as additional mitigation measures. As explained in the Final EIR (Chapter 8, Responses to Comments), some of the suggestions were found to be appropriate and feasible and were adopted in the Final EIR and included in the MMRP (see Section VIII.B, above). Where changes have been made to mitigation measures and other information in the Draft EIR, these changes do not change any conclusions on the significance of impacts presented in the Draft EIR and do not meet any of the standards for recirculation under CEQA Guidelines section 15088.5.

Notably, CEQA case law emphasizes that "[t]he CEQA reporting process is not designed to freeze the ultimate proposal in the precise mold of the initial project; indeed, new and unforeseen insights may emerge during investigation, evoking revision of the original proposal." (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 736-737; see also *River Valley Preservation Project v. Metropolitan Transit Development Bd.* (1995) 37 Cal.App.4th 154, 168, fn. 11.) "'CEQA compels an

interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be open to the public, premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process.' [Citation.] In short, a project must be open for public discussion and subject to agency modification during the CEQA process." (*Concerned Citizens of Costa Mesa, Inc. v. 33rd Dist. Agricultural Assn.* (1986) 42 Cal.3d 929, 936).

The Final EIR also includes minor edits made in response to various comments on the Draft EIR/EIS (See Final EIR, Chapter 8). These revisions were made for accuracy and did not change any conclusions of the Draft EIR regarding the Project's impacts. The revisions only constituted minor revisions or augmentations to information in the Draft EIR that did not change any of the determinations regarding the significance of Project impacts.

Thus, none of these changes involves "significant new information" triggering recirculation because neither the additional information nor changes to the mitigation measure resulted in any new significant environmental effects, any substantial increase in the severity of any previously identified significant effects, or otherwise trigger recirculation under CEQA standards. Instead, the modifications were either environmentally beneficial or environmentally neutral, and thus represent the kind of changes that commonly occur as the environmental review process works towards its conclusion.

D. Findings on Alternatives

As shown in Attachment 1, all potentially significant impacts of the Project have been reduced to less than significant by the adoption of mitigation measures. Therefore the Project does not result in any significant and unavoidable impacts on a project or cumulative level. Since adoption of mitigation will reduce all significant impacts to less than significant, the City of Turlock is not required under CEQA to make findings on the feasibility of project alternatives. (*Laurel Hills Homeowners Assn. v. Board of Directors* (1978) 83 Cal.App.3d 515.)

ATTACHMENT 1

SUMMARY OF IMPACTS, MITIGATION MEASURES, AND CEQA FINDINGS OF FACT

The term "Final EIR" in this Document refers collectively to the Draft EIR/EIS and the Final EIR.

3.1 AESTHETICS

Impact AES-2: The NVRRWP could result in new sources of substantial light and glare. This would be considered a **potentially significant impact**.

Mitigation Measures

AES-2 Nighttime Construction Lighting: Nighttime construction lighting, if required, shall be shielded and oriented downward to minimize effects on any nearby receptors. Lighting shall be directed toward active construction areas only, and shall have the minimum brightness necessary to ensure worker safety.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure AES-2, which will ensure that any nighttime construction activities would use lighting that would not affect nearby residents and would mitigate the impact to **less than significant** after mitigation.

Rationale: Mitigation Measure AES-2 shields lights and directs them away from any nearby receptors, thus reducing the impact of lighting to **less than significant**.

3.2 AGRICULTURE AND FORESTRY RESOURCES

Impact AG-1: The NVRRWP could convert farmland to non-agricultural use by removing topsoil. This is a **potentially significant impact**.

Mitigation Measures

AG-1 Stockpile Soil: Topsoil removed during project construction shall be stockpiled for later reuse. Soil shall be stored in a clear area of the construction site where it would not have the potential to affect agricultural or biological resources. Stockpiled soil shall be covered with a tarp at all times to prevent generation of fugitive dust. Following pipeline

insertion, soil shall be backfilled into the trench and restored to an appropriate level of compaction.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation AG-1, which will serve to reduce these potential impacts to **less than significant** after mitigation.

Rationale: Mitigation Measure AG-1 would ensure that removal of topsoil would not impair long-term productivity of agricultural land along the pipeline alignment. Restoration of topsoil would land productivity is preserved , thus reducing the impact to **less than significant**.

3.3 AIR QUALITY

Impact AIR-1: Construction activities would generate emissions of criteria NOx that could exceed significance thresholds established by the San Joaquin Valley Air Pollution Control District, this would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

AIR-1 Reduce NOx Emissions: NOx emissions associated with construction activities shall be reduced to 10 tons per year through on-site equipment and hauling vehicle Mitigation Measure to the extent feasible. All vehicles and equipment used during construction shall be maintained and properly tuned in accordance with the manufacturer's specifications to perform at US EPA certification levels and to perform at verified standards applicable to retrofit technologies. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure CCR Title 13 Section 2485). Emissions reduction methods may be chosen from any combination of the following measures:

- Minimize the use and trips of construction equipment and trucks by consolidating trips and loads to the extent feasible
- Minimize unnecessary idling by shutting off equipment and trucks when not in use to the extent feasible and comply with CARB idling regulations.
- Conduct periodic unscheduled inspections to ensure equipment is maintained properly and in accordance with

manufacturer's recommendations and excessive idling is not occurring.

- Prepare inventory of all equipment prior to construction consistent with SJVAPCD Indirect Source Review Rule.
- Develop a construction traffic and parking management plan that minimizes traffic interference and maintains traffic flow.

The contractor will be encouraged to implement the following measures to the extent feasible before implementation of off-site Mitigation Measure and identify why the measures are infeasible if not implemented in particular due to economic infeasibility:

- Use alternative fueled vehicles.
- Use newer tier engines such as US EPA Tier 4 exhaust emissions standards for heavy-duty nonroad compression ignition engines.
- Use of newer on-highway vehicles that meet the US EPA exhaust emissions standards for model year 2010 and newer heavy-duty on-highway compression ignition engines
- Use phased material hauling trips
- Use after-market pollution control devices to reduce emissions
- Lengthen the construction schedule to reduce the annual intensity of construction activities

If all feasible on-site measures have been implemented and annual emissions are anticipated to still be above 10 tons per year for NOx, then the project proponent shall enter into a Voluntary Emissions Reduction Agreement (VERA) with SJVAPCD. The VERA would provide pound-for-pound mitigation of air emissions increases down to a net zero emissions per year as required under general conformity through a process that develops, funds, and implements emission reduction projects. SJVAPCD would serving as role of administrator of the emissions reduction projects and verifier of the successful mitigation effort.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures AIR-1, which will serve to reduce potential construction-related air quality impacts to **less than significant** after mitigation.

Rationale: Mitigation Measure AIR-1 requires a variety of emissions reduction measures and specifies that if all feasible on-site measures have been implemented and emissions still exceed 10 tons per year, contributions to emissions reduction projects would be required, thus reducing the impact to **less than significant**.

3.4 BIOLOGICAL RESOURCES

Effects on special-status plants

Impact BIO-1: Construction could adversely affect special-status plants that have the potential to grow in the project area. This would be a **potentially significant impact**.

Mitigation Measures

BIO-1a **Avoid or Minimize Impacts to Special-Status Plant Species**: To the extent feasible, project-related activities shall avoid habitats with the potential to support special-status plants, including alkali flats, alkali scrub, alkali pools, and freshwater wetlands. To the extent feasible, the proposed project shall minimize potential impacts to special-status plants by utilizing trenchless construction techniques within habitats with the potential to support special-status plants.

BIO-1b **Perform Focused Surveys for Special-Status Plant Species in Suitable Habitats**: Within one year prior to commencement of construction activities, a qualified botanist shall perform surveys for special-status plant species within potentially suitable habitat in the vicinity of open-cut construction areas (Survey areas are shown in Attachment A to the MMRP). Floristic surveys shall be performed according to the Protocols for Surveying and Evaluating Impacts to Specials Status Native Plant Populations and Natural Communities (CDFG 2009 or current version). Floristic surveys shall include the use of a reference population, as reasonably feasible, to increase the likelihood of detection, and shall be performed during the appropriate bloom period(s) for each species. If special-status plants are detected within a 100-foot radius or within the microwatershed of an open-cut construction area (including pits that would be used for trenchless construction), Mitigation Measure BIO-1c shall be implemented

BIO-1c **Monitor or Compensate for Impacts to Special-Status Plant Species**: The locations of special-status plants within the microwatershed or within 100 feet of construction areas shall be marked and the size of the population shall be recorded. Locations of special-status plant populations shall be clearly identified in the field by staking, flagging, or fencing. The plants shall be monitored throughout the duration of construction to determine if the project has resulted in adverse effects (direct or indirect), as determined by a qualified botanist.

If the botanist determines that special-status plants may have been adversely effected, then the Partner Agencies shall implement measures to compensate for the impact. Compensation measures

may include transplanting perennial species, seed collection and dispersal for annual species, and other conservation strategies that shall restore and protect the viability of the local population. If minimization measures are implemented, monitoring of plant populations shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be no net reduction in the size or viability of the local population.

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1a, BIO-1b, BIO-1c and BIO-1d, and therefore this impact would be considered **less than significant** after mitigation.

Rationale: The project has been revised to require implementation of Mitigation Measures BIO-1a through BIO-1d, which will ensure sensitive habitats are avoided to the extent feasible. Where habitat avoidance is not possible, special status plants would be identified and protected, and if any plants are adversely affected, conservation strategies will be employed to protect the viability of the local plant population. A frac-out prevention plan would be implemented to ensure that plants in riparian zones are protected. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Effects on vernal pool branchiopods

Impact BIO-2: Construction of the project could adversely affect vernal pool branchiopods that have the potential to occur in the alkali pool and swale habitat on the south side of West Main Avenue. This would be a **potentially significant impact**.

Mitigation Measures

BIO-2a **Avoid Impacts to Vernal Pool Branchiopods and their Habitat**: To the extent feasible, the project-related activities shall avoid impacts to habitat with the potential to support Conservancy fairy shrimp, longhorn fairy shrimp, vernal pool fairy shrimp, and vernal pool tadpole shrimp, including alkali pools and swales. Avoidance shall be defined as no direct or indirect effects to suitable habitat. This shall be accomplished by avoiding construction within the microwatershed of suitable habitat for vernal pool branchiopods.

BIO-2b **Minimize and Compensate for Impacts to Vernal Pool Fairy Shrimp and Their Habitat:** If direct or indirect impacts to habitat with the potential to support vernal pool branchiopods cannot be avoided then the following measures shall be implemented:

- Implement a storm water pollution prevention plan (SWPPP) to reduce the potential for sediments and contaminants to enter pools or depressions where vernal pool branchiopods may occur;
- After construction, restore surface topography and drainage to pre-construction conditions; and
- Provide off-site compensation for permanent, temporary, and indirect impacts at ratios determined through consultation with USFWS. The performance standard shall be no net loss in acreage or habitat quality for vernal pool branchiopods, as determined through consultation with USFWS.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-2a and BIO-2b, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: The project has been revised to require implementation of Mitigation Measures BIO-2a and BIO-2b, which will ensure that habitat potentially containing vernal pool branchiopods is avoided and that indirect impacts are minimized by implementing measures to avoid sediments and contaminants from entering habitats adjacent to construction areas. Preservation of habitat will be ensured by providing compensation if any habitats are directly or indirectly affected during construction. Therefore, with the implementation of these measures, the impact will be **less than significant.**

Impact BIO-3: Construction could affect elderberry bushes that provide habitat for valley elderberry longhorn beetle (VELB). This would be a **potentially significant impact**.

Mitigation Measures

Effects on valley elderberry longhorn beetle

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

BIO-3a **Avoid Impacts to Valley Elderberry Longhorn Beetle**: To the extent feasible, the project shall adhere to avoidance measures outlined in USFWS' Conservation Guidelines for Valley Elderberry Longhorn Beetle (USFWS 1999). This shall include the following avoidance measures:

- No less than 120 days prior to commencing construction, the locations of elderberry plants within 200 feet of open-cut construction areas shall be identified;
- Fence and flag all areas to be avoided during construction activities including all established elderberry shrubs within 200 feet of open-cut construction that will not be impacted by construction activities;
- No open-cut construction within 100 feet of the dripline of elderberry plants containing stems measuring 1.0 inch or greater in diameter at ground level;
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). The CEAT shall communicate the need to avoid damaging the elderberry plants and the possible penalties for not complying with these requirements. The CEAT will instruct work crews about the

status of the beetle and the need to protect its elderberry host plant;

- Erect signs every 50 feet along the edge of the avoidance area with the following information: "This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs will be maintained for the duration of construction; and
- No insecticides, herbicides, fertilizers, or other chemicals that might harm the beetle or its host plant would be used within 100 feet of any elderberry plant.

BIO-3b **Minimize or Compensate for Impacts to Valley Elderberry Longhorn Beetle:** If elderberry plants occur within 100 feet of open-cut construction, their locations shall be reported to the USFWS. In areas where encroachment on the 100-foot buffer has been approved by USFWS, a minimum setback of at least 20 feet from the dripline of each elderberry plant shall be provided, as feasible. For any encroachment into the 100-foot buffer or removal of elderberry plants, the Partner Agencies shall implement measures to compensate for impacts to VELB. Compensation measures shall be consistent with USFWS' Conservation Guidelines for Valley Elderberry Longhorn Beetle (USFWS 1999). This shall include establishment of a project-specific VELB Conservation Area or purchase of credits at a USFWS-approved mitigation bank. If the Partner Agencies establish a project-specific Conservation Area, the population of VELBs, the general condition of the Conservation Area, and the condition of the elderberry and associated native plantings in the Conservation Area shall be monitored over a period of ten (10) years. Monitoring and reporting shall be conducted in accordance with the Conservation Guidelines for VELB (USFWS 1999). A minimum survival rate of at least 60 percent of the elderberry plants and 60 percent of the associated native plants shall be maintained throughout the monitoring period.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, BIO-3a and BIO-3b, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: The project has been revised to require implementation of Mitigation Measures BIO 1d, BIO-3a and BIO-3b, which will ensure that effects on elderberry bushes are avoided and that indirect impacts are minimized by establishing buffers areas for bushes adjacent to construction areas. Preservation of habitat will be

ensured by providing compensation if any bushes are directly or indirectly affected during construction. Therefore, with the implementation of these measures, the impact will be **less than significant.**

Effects of construction on special-status fish

Impact BIO-4: The project would cross the San Joaquin River using trenchless construction techniques. Fish could be affected by pile driving adjacent to the San Joaquin River, or by a frac-out during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-4a **Minimize Pile Driving-related Impacts to Special Status Fish**: If impact pile driving activities occur adjacent to the San Joaquin River between October 1 and May 31, the Project Proponents shall adhere to the following restrictions on the number of allowable strikes for a 24 hour period:

Distance from San Joaquin River (Meters)	Distance from San Joaquin River (Feet)	Maximum Number of Strikes per 24 hours[1]
75	246	130
150	492	365
225	738	672
300	984	1035
375	1230	1447
450	1476	1902
>450	>1476	no limit

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;

- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-4a and BIO-1d, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: The project has been revised to require implementation of Mitigation Measures BIO-4a and BIO-1d, which would minimize effects of construction. Effects on fish would be minimized by limiting pile driving adjacent to the river to acceptable levels. A frac-out prevention plan would be implemented to ensure that fish are protected from an uncontrolled release of drilling fluids. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Effects on giant garter snake (GGS)

Impact BIO-6: Giant garter snakes could be affected by construction in upland habitat adjacent to small drainages that would be crossed by pipelines. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

BIO-6 Avoid and Minimize Impacts to Giant Garter Snake: The following measures shall be implemented to avoid or minimize impacts to GGS:

- Trenchless construction techniques shall be used to construct the pipeline crossing in potential aquatic habitat for GGS (applicable to Alternatives 1 and 2 only);
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about GGS and habitat, the species life history, conservation goals, identification of the snake, and procedures to follow in the event of a possible sighting;
- Within 24-hours prior to commencement of construction activities, the site shall be inspected by a qualified biologist who is approved by the USFWS. The biologist shall provide the Service with a field report form documenting the monitoring efforts within 24-hours of commencement of construction activities. A qualified biologist shall be on-site during all construction activity within 200 feet of potential habitat for GGS

(Survey areas are shown in Attachment A to the MMRP). If a snake is encountered during construction activities, the biologist shall have the authority to stop construction activities until appropriate corrective measures have been completed or it is determined that the snake would not be harmed;

- Erosion control materials including silt curtains, silt fencing, and erosion control wattles shall be regularly inspected for entanglement or entrapment of the snake. No erosion control devices containing plastic netting (including photo- or biodegradable plastic netting) shall be used;
- Stockpiling of construction materials, portable equipment, vehicles, and supplies shall be restricted to the designated construction staging areas which shall be greater than 200 feet from GGS aquatic habitat;
- Clearing of wetland vegetation, if any, shall be confined to the minimal area necessary to construct the pipeline or intake; and
- After completion of construction activities, any temporary fill and construction debris shall be removed. Disturbed areas shall be restored to pre-project conditions. Restoration work shall include replanting native emergent vegetation, where appropriate.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-6, and as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-6 will ensure construction avoids suitable habitat for giant garter snake (GGS) to the extent feasible. Where disturbance is unavoidable, this measure would ensure that pre-construction surveys and on-site monitoring is implemented to insure protection of GGS, and habitats would be restored after construction. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to western pond turtle

Impact BIO-8: The project has the potential to affect habitat for western pond turtle in areas where pipelines cross aquatic habitat. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

BIO-8 Avoid and Minimize Impacts to Western Pond Turtle: The following measures shall be implemented to avoid or minimize impacts to western pond turtle:

- To the extent feasible, trenchless construction techniques shall be used where pipelines cross potential aquatic habitat for western pond turtle;
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about western pond turtle and their habitat, conservation goals, identification, and procedures to follow in the event of a possible sighting; and
- Pre-construction surveys for western pond turtle shall be conducted by a qualified biologist 14 days before and 24 hours before the start of construction activities where suitable habitat exists (Survey are shown in Attachment A to the MMRP). If western pond turtle or their nests are observed during pre-construction surveys, the following measures shall be implemented:
    - A qualified biologist shall be on site to monitor construction in suitable habitat. If a western pond turtle is present within 50 feet of a construction area, no vegetation clearing or ground disturbing activities shall be conducted until the turtle leaves the area on its own volition.
    - If western pond turtle nests are identified in the work area during pre-construction surveys, a 100-foot no-disturbance buffer shall be established between the nest and any areas of potential disturbance. Buffers shall be clearly marked with temporary fencing. Construction shall not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-8, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-8 will ensure construction avoids suitable habitat for western pond turtle to the extent feasible. Where disturbance is unavoidable, this measure would ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of western pond turtle. Any nesting pond turtles would be protected through use of no-disturbance buffers. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to burrowing owls

Impact BIO-9: The project has the potential to affect burrowing owls during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-9 Avoid, Minimize, or Compensate for Impacts to Burrowing Owl: Prior to initiating ground-disturbing activities, surveys for burrowing owls shall be conducted in accordance with protocols established in the Staff Report on Burrowing Owl Mitigation (CDFG 2012 or current version). If ground-disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site shall be resurveyed. If burrowing owls are detected, disturbance to burrows shall be avoided during the nesting season (February 1 through August 31). Buffers shall be established around occupied burrows in accordance with guidance provided in the Staff Report on Burrowing Owl Mitigation, and at the discretion of a qualified wildlife biologist. Buffers around occupied burrows shall be a minimum of 656 feet (200 meters) during the breeding season, and 160 feet (100 meters) during the non-breeding season. Buffer distances shall be subject to the approval of CDFW.

If occupied burrows cannot be avoided, passive owl relocation techniques may be implemented outside of the nesting season (February 1 through August 31). Owls would be excluded from burrows within 160 feet of construction by installing one-way doors in burrow entrances. The work area shall be monitored daily for 1 week to confirm owl departure from burrows prior to any ground-disturbing activities. Where possible burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.

If occupied burrows are relocated, the Partners Agencies shall enhance or create burrows in adjacent habitat at a 1:1 ratio (burrows destroyed to burrows enhanced or created) one week prior to implementation of passive relocation techniques. If burrowing owl habitat enhancement or creation takes place, the Partners Agencies shall develop and implement a monitoring and management plan to assess the effectiveness of the mitigation. The plan shall be subject to the approval of CDFW.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified

in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-9, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-9 will ensure construction avoids burrowing owls to the extent feasible. Where disturbance is unavoidable, this measure would ensure that pre-construction surveys and on-site monitoring is implemented to insure protection of burrowing owls. Any nesting owls would be protected through use of no-disturbance buffers, or, if necessary, passive relocation techniques combined with creating or enhancement of burrows in adjacent areas. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to tricolored blackbird

Impact BIO-10: The project has the potential to affect tricolored blackbirds during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-10 Avoid and Minimize Impacts to Tricolored Blackbird Nesting Colonies: The following measures shall be implemented to avoid or minimize impacts to tricolored blackbird:

- To the extent feasible, trenchless construction techniques shall be used in areas that support emergent vegetation;
- During the breeding season (February 1 through August 31), pre-construction surveys for tricolored blackbird shall be conducted in suitable nesting habitat by a qualified biologist no more than 15 days prior to scheduled work. Suitable nesting habitat includes any of the following: (a) dense vegetation near open water; (b) emergent marsh vegetation, especially cattails and bulrush; (c) thickets of willow, blackberry, wild rose, or thistles; or (d) silage and other grain fields such as sorghum; and
- If tricolored blackbird breeding is detected, a 500 foot no-disturbance buffer shall be established around the breeding site. The buffer shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation

Measure BIO-10, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-10 will ensure construction avoids habitat for tricolored blackbird to the extent feasible. Where disturbance is unavoidable, this measure would ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of tricolored blackbird. Any nesting tricolored blackbird would be protected through use of no-disturbance buffers. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to nesting raptors

Impact BIO-12: The project has the potential to affect nesting raptors during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-12 Avoid, Minimize, or Compensate for Impacts to Raptors including Special-status species:

- If ground and vegetation disturbing activities occur between February 1 and September 15, a nesting raptor survey, with a focus on Swainson's hawk and white-tailed kite, shall be conducted in accordance with Recommended Timing and Methodology for Swainson's Hawk Nesting Survey's in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000, or current CDFW guidance). Surveys shall cover a minimum of a 0.5-mile radius around potentially suitable nesting habitat for Swainson's hawk and white-tailed kite (Survey areas are shown in Attachment A to the MMRP). Agricultural lands within 1,000 feet of open-cut construction areas shall be surveyed for northern harrier nests.
- If nesting raptors are detected, a no-disturbance buffer shall be established around the nest. Buffers shall be established by a qualified biologist, with consultation with the California Department of Fish and Wildlife, as appropriate. No construction activities shall be initiated within the buffer until fledglings are fully mobile and no longer reliant upon the nest or parental care for survival. Construction must either be started before nests are established, or if nesting birds are already present, construction within the buffer zone would have to be delayed until nesting is done for the season.

- If an active Swainson's hawk or white-tailed kite nest is located within a 0.5-mile radius of an active work area, a biologist shall be on site daily to monitor the nest. The biologist shall monitor for behavioral changes that would suggest the birds are stressed by construction activity or the nest may be abandoned. Such behaviors may include excessive vocalization, a startled response coincident with a loud noise or changes in the viewshed, or prolonged absence from the nest by adults. If the biologists determines that nest success may be adversely impacted by construction, then construction shall be discontinued within 0.5 mile of the nest.
- Trees that would need to be removed for construction would be surveyed to determine if they are suitable for raptor nesting.
- If potential raptor nesting trees are to be removed during construction activities, removal shall take place outside of Swainson's hawk nesting season. Suitable nest trees for raptors shall be replaced at a ratio of 3:1 with appropriate species [e.g., valley oak (Quercus lobata), coast live oak (Q. agrifolia)., Fremont cottonwood (Populus fremontii)]. The trees shall be planted within 5 miles of the removal location, in areas appropriate for raptor nesting, and on land owned or managed by one of the Partner Agencies. If replacement planting is implemented, monitoring shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be 65% survival of all replacement plantings.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-12, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-12 will ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of nesting raptors. Any nesting raptors will be protected through use of appropriate no-disturbance buffers and the project would include compensation for any impacts to nesting habitat. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to special-status passerine species and other birds protected under the MBTA

Impact BIO-13: The project has the potential to other nesting birds during construction, including special status passerines including Least Bell's

vireo (LBV) and other birds that are protected under the Migratory Bird Treaty Act. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-13 Avoid and Minimize Impacts to Special-status passerine species and other Bird Protected under the MBTA:

- If ground and vegetation disturbing activities occur between February 1 and September 15, a survey for nesting birds shall be conducted within a 500-ft radius of the construction area. If nests are detected, buffers around nests shall be established. No-disturbance buffers around special-status passerine nests shall be 500 feet and 250 feet for non-listed birds protected under the MBTA and Fish and Game Code sections 3503 and 3513, unless a qualified CDFW biologist determines that smaller buffers shall be sufficient to minimize impacts to nesting birds. Factors to be considered for determining buffer size shall include: the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffers shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.
- Prior to commencing a crossing(s) of the San Joaquin River the Project Partners shall conduct surveys for LBV in accordance with USFWS' Least Bell's Vireo Survey Guidelines (USFWS 2011a). If LBV are detected during the surveys, the Project Partners shall consult with the USFWS to determine appropriate avoidance measures. The performance standard for avoidance shall be no potential impacts to an established LBV nest. This shall be accomplished by establishing a no-disturbance buffer around the active nest. The no-disturbance buffer shall be a minimum of 500 feet, but may be larger depending on site specific conditions and consultation with USFWS.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-13, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-13 will ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of nesting birds. Any nesting birds will be protected through use of appropriate no-disturbance buffers. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to San Joaquin kit fox

Impact BIO-14: Although San Joaquin kit fox are unlikely to occur in the project area, there presence cannot be ruled out, so the project has the potential to affect San Joaquin kit fox during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-14a Avoid and Minimize Impacts to San Joaquin kit fox:

- Project-related activities will avoid affecting the alkali scrub/flat habitat in the action area. Avoidance is defined as no direct or indirect effects to habitat.
- A qualified biologist will conduct preconstruction surveys no less than 14 days and no more than 30 days before the commencement of activities to identify potential dens more than 5 inches in diameter within 200 feet of ground disturbing activities. The Project Partners will implement USFWS' (2011b) Standardized Recommendations for Protection of San Joaquin Kit Fox Prior to or During Ground Disturbance. The Project Partners will notify USFWS in writing of the results of the preconstruction survey within 30 days after these activities are completed.
- If potential dens are located within the proposed work area and cannot be avoided during construction activities, a USFWS-approved biologist will determine if the dens are occupied. If occupied dens are present within the proposed work, their disturbance will be avoided. Exclusion zones will be implemented following the most current USFWS procedures (currently USFWS 2011b). The Project Partners will notify USFWS immediately if a natal or pupping den is found in the survey area, and will present the results of pre-activity den searches within 5 days after these activities are completed and before the start of construction activities in the area.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation

Measure BIO-14, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-14 will ensure that kit fox habitat is avoided to the extent feasible and will ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of kit fox dens. Any dens will be protected through use of appropriate no-disturbance buffers. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to riparian habitat and other sensitive natural communities

Impact BIO-15: Construction would minimize impacts through use of trenchless construction, but riparian areas and other sensitive natural communities could be affected by sedimentation or alteration of drainage patterns. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

BIO-16a **Avoid and Minimize Impacts to Federally Protected Wetlands:** To the extent feasible, project-related activities shall avoid federally protected wetlands. To the extent feasible, the proposed project shall minimize potential impacts to federally protected wetlands by utilizing trenchless construction techniques. A SWPPP shall be implemented to reduce the potential for sediments and contaminants to enter wetlands and waters. After construction, surface topography and drainage shall be restored to pre-construction conditions. Where appropriate, revegetation shall be implemented with site-adapted native species.

BIO-16b **Obtain Regulatory Permits for Work Activities Taking Place in Wetlands and Waters of the United States and the State:** Work within areas defined as waters of the U.S. that includes placement of fill will require a CWA Section 404 permit and Section 401 Water Quality Certification. All work proposed in jurisdictional waters of the U.S. shall be authorized under these permits, and the work shall comply with the general and regional conditions of the permits. In areas where disturbance to jurisdictional waters or wetlands occurs, the Partner Agencies shall implement mitigation consistent with the terms of a CWA Nationwide Permit and/or the Final Rule on Compensatory Mitigation for Losses of Aquatic Resources (73 C.F.R. 19594). Compensatory mitigation may include creation, re-establishment, or enhancement of wetlands in the Project Area or at an off-site location. Compensatory mitigation may also include purchase of credits at an approved mitigation bank or contribution to an approved in-lieu fee program.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, BIO-16a and BIO-16b, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measures BIO-1d, BIO-16a and BIO-16b will ensure that riparian habitats and other sensitive natural communities are avoided to the extent feasible and will ensure that sensitive areas are protected from runoff from construction areas. Restoration of any affected areas, combined with compensatory mitigation, if needed, would ensure that there is no loss of sensitive habitat. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to federally protected wetlands

Impact BIO-16: Construction would minimize impacts through use of trenchless construction, but some jurisdictional areas may be crossed by pipelines and could be affected by sedimentation or alteration of drainage patterns. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the

measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

BIO-16a **Avoid and Minimize Impacts to Federally Protected Wetlands:** To the extent feasible, project-related activities shall avoid federally protected wetlands. To the extent feasible, the proposed project shall minimize potential impacts to federally protected wetlands by utilizing trenchless construction techniques. A SWPPP shall be implemented to reduce the potential for sediments and contaminants to enter wetlands and waters. After construction, surface topography and drainage shall be restored to pre-construction conditions. Where appropriate, revegetation shall be implemented with site-adapted native species.

BIO-16b **Obtain Regulatory Permits for Work Activities Taking Place in Wetlands and Waters of the United States and the State:** Work within areas defined as waters of the U.S. that includes placement of fill will require a CWA Section 404 permit and Section 401 Water Quality Certification. All work proposed in jurisdictional waters of the U.S. shall be authorized under these permits, and the work shall comply with the general and regional conditions of the permits. In areas where disturbance to jurisdictional waters or wetlands occurs, the Partner Agencies shall implement mitigation consistent with the terms of a CWA Nationwide Permit and/or the Final Rule on Compensatory Mitigation for Losses of Aquatic Resources (73 C.F.R. 19594). Compensatory mitigation may include creation, re-establishment, or enhancement of wetlands in the Project Area or at an off-site location. Compensatory mitigation may also include purchase of credits at an approved mitigation bank or contribution to an approved in-lieu fee program.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, BIO-16a and BIO-16b, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measures BIO-1d, BIO-16a and BIO-16b will ensure that federally protected wetlands are avoided to the extent feasible and will ensure that sensitive areas are protected from runoff from construction areas. Restoration of any affected areas, combined with compensatory mitigation, if needed, would ensure that there is no loss of wetlands. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to movement of fish and wildlife and use of breeding areas

Impact BIO-17: Construction would minimize impacts through use of trenchless construction, but some wildlife breeding occurs in agricultural lands, natural drainages and other wetlands, and trees that provide nesting habitat could be affected during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-6 Avoid and Minimize Impacts to Giant Garter Snake: The following measures shall be implemented to avoid or minimize impacts to GGS:

- Trenchless construction techniques shall be used to construct the pipeline crossing in potential aquatic habitat for GGS (applicable to Alternatives 1 and 2 only);
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about GGS and habitat, the species life history, conservation goals, identification of the snake, and procedures to follow in the event of a possible sighting;
- Within 24-hours prior to commencement of construction activities, the site shall be inspected by a qualified biologist who is approved by the USFWS. The biologist shall provide the Service with a field report form documenting the monitoring efforts within 24-hours of commencement of construction activities. A qualified biologist shall be on-site during all construction activity within 200 feet of potential habitat for GGS (Survey areas are shown in Attachment A to the MMRP). If a snake is encountered during construction activities, the biologist shall have the authority to stop construction activities until appropriate corrective measures have been completed or it is determined that the snake would not be harmed;
- Erosion control materials including silt curtains, silt fencing, and erosion control wattles shall be regularly inspected for entanglement or entrapment of the snake. No erosion control

devices containing plastic netting (including photo- or biodegradable plastic netting) shall be used;

- Stockpiling of construction materials, portable equipment, vehicles, and supplies shall be restricted to the designated construction staging areas which shall be greater than 200 feet from GGS aquatic habitat;
- Clearing of wetland vegetation, if any, shall be confined to the minimal area necessary to construct the pipeline or intake; and
- After completion of construction activities, any temporary fill and construction debris shall be removed. Disturbed areas shall be restored to pre-project conditions. Restoration work shall include replanting native emergent vegetation, where appropriate.

BIO-8 Avoid and Minimize Impacts to Western Pond Turtle: The following measures shall be implemented to avoid or minimize impacts to western pond turtle:

- To the extent feasible, trenchless construction techniques shall be used where pipelines cross potential aquatic habitat for western pond turtle;
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about western pond turtle and their habitat, conservation goals, identification, and procedures to follow in the event of a possible sighting; and
- Pre-construction surveys for western pond turtle shall be conducted by a qualified biologist 14 days before and 24 hours before the start of construction activities where suitable habitat exists (Survey are shown in Attachment A to the MMRP). If western pond turtle or their nests are observed during pre-construction surveys, the following measures shall be implemented:
    - A qualified biologist shall be on site to monitor construction in suitable habitat. If a western pond turtle is present within 50 feet of a construction area, no vegetation clearing or ground disturbing activities shall be conducted until the turtle leaves the area on its own volition.
    - If western pond turtle nests are identified in the work area during pre-construction surveys, a 100-foot no-disturbance buffer shall be established between the nest and any areas of potential disturbance. Buffers shall be clearly marked with temporary fencing. Construction shall

not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist.

BIO-9 Avoid, Minimize, or Compensate for Impacts to Burrowing Owl: Prior to initiating ground-disturbing activities, surveys for burrowing owls shall be conducted in accordance with protocols established in the Staff Report on Burrowing Owl Mitigation (CDFG 2012 or current version). If ground-disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site shall be resurveyed. If burrowing owls are detected, disturbance to burrows shall be avoided during the nesting season (February 1 through August 31). Buffers shall be established around occupied burrows in accordance with guidance provided in the Staff Report on Burrowing Owl Mitigation, and at the discretion of a qualified wildlife biologist. Buffers around occupied burrows shall be a minimum of 656 feet (200 meters) during the breeding season, and 160 feet (100 meters) during the non-breeding season. Buffer distances shall be subject to the approval of CDFW.

If occupied burrows cannot be avoided, passive owl relocation techniques may be implemented outside of the nesting season (February 1 through August 31). Owls would be excluded from burrows within 160 feet of construction by installing one-way doors in burrow entrances. The work area shall be monitored daily for 1 week to confirm owl departure from burrows prior to any ground-disturbing activities. Where possible burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.

If occupied burrows are relocated, the Partners Agencies shall enhance or create burrows in adjacent habitat at a 1:1 ratio (burrows destroyed to burrows enhanced or created) one week prior to implementation of passive relocation techniques. If burrowing owl habitat enhancement or creation takes place, the Partners Agencies shall develop and implement a monitoring and management plan to assess the effectiveness of the mitigation. The plan shall be subject to the approval of CDFW.

BIO-10 Avoid and Minimize Impacts to Tricolored Blackbird Nesting Colonies: The following measures shall be implemented to avoid or minimize impacts to tricolored blackbird:

- To the extent feasible, trenchless construction techniques shall be used in areas that support emergent vegetation;

- During the breeding season (February 1 through August 31), pre-construction surveys for tricolored blackbird shall be conducted in suitable nesting habitat by a qualified biologist no more than 15 days prior to scheduled work. Suitable nesting habitat includes any of the following: (a) dense vegetation near open water; (b) emergent marsh vegetation, especially cattails and bulrush; (c) thickets of willow, blackberry, wild rose, or thistles; or (d) silage and other grain fields such as sorghum; and
- If tricolored blackbird breeding is detected, a 500 foot no-disturbance buffer shall be established around the breeding site. The buffer shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.

BIO-12 Avoid, Minimize, or Compensate for Impacts to Raptors including Special-status species:

- If ground and vegetation disturbing activities occur between February 1 and September 15, a nesting raptor survey, with a focus on Swainson's hawk and white-tailed kite, shall be conducted in accordance with Recommended Timing and Methodology for Swainson's Hawk Nesting Survey's in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000, or current CDFW guidance). Surveys shall cover a minimum of a 0.5-mile radius around potentially suitable nesting habitat for Swainson's hawk and white-tailed kite (Survey areas are shown in Attachment A to the MMRP). Agricultural lands within 1,000 feet of open-cut construction areas shall be surveyed for northern harrier nests.
- If nesting raptors are detected, a no-disturbance buffer shall be established around the nest. Buffers shall be established by a qualified biologist, with consultation with the California Department of Fish and Wildlife, as appropriate. No construction activities shall be initiated within the buffer until fledglings are fully mobile and no longer reliant upon the nest or parental care for survival. Construction must either be started before nests are established, or if nesting birds are already present, construction within the buffer zone would have to be delayed until nesting is done for the season.
- If an active Swainson's hawk or white-tailed kite nest is located within a 0.5-mile radius of an active work area, a biologist shall be on site daily to monitor the nest. The biologist shall monitor for behavioral changes that would suggest the birds are stressed by construction activity or the nest may be

abandoned. Such behaviors may include excessive vocalization, a startled response coincident with a loud noise or changes in the viewshed, or prolonged absence from the nest by adults. If the biologists determines that nest success may be adversely impacted by construction, then construction shall be discontinued within 0.5 mile of the nest.

- Trees that would need to be removed for construction would be surveyed to determine if they are suitable for raptor nesting.
- If potential raptor nesting trees are to be removed during construction activities, removal shall take place outside of Swainson's hawk nesting season. Suitable nest trees for raptors shall be replaced at a ratio of 3:1 with appropriate species [e.g., valley oak (Quercus lobata), coast live oak (Q. agrifolia)., Fremont cottonwood (Populus fremontii)]. The trees shall be planted within 5 miles of the removal location, in areas appropriate for raptor nesting, and on land owned or managed by one of the Partner Agencies. If replacement planting is implemented, monitoring shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be 65% survival of all replacement plantings.

BIO-13 Avoid and Minimize Impacts to Special-status passerine species and other Bird Protected under the MBTA:

- If ground and vegetation disturbing activities occur between February 1 and September 15, a survey for nesting birds shall be conducted within a 500-ft radius of the construction area. If nests are detected, buffers around nests shall be established. No-disturbance buffers around special-status passerine nests shall be 500 feet and 250 feet for non-listed birds protected under the MBTA and Fish and Game Code sections 3503 and 3513, unless a qualified CDFW biologist determines that smaller buffers shall be sufficient to minimize impacts to nesting birds. Factors to be considered for determining buffer size shall include: the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffers shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.
- Prior to commencing a crossing(s) of the San Joaquin River the Project Partners shall conduct surveys for LBV in accordance with USFWS' Least Bell's Vireo Survey Guidelines (USFWS 2011a). If LBV are detected during the surveys, the

Project Partners shall consult with the USFWS to determine appropriate avoidance measures. The performance standard for avoidance shall be no potential impacts to an established LBV nest. This shall be accomplished by establishing a no-disturbance buffer around the active nest. The no-disturbance buffer shall be a minimum of 500 feet, but may be larger depending on site specific conditions and consultation with USFWS.

TR-2 Install Temporary Trench Plates Over Open Trenches: During construction of the pipeline, temporary trench plates will be installed over open trenches at the end of each work day.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-6, BIO-8, BIO-9, BIO-10, BIO-12, BIO-13, and, TR-2 as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measures BIO-6, BIO-8, BIO-9, BIO-10, BIO-12, BIO-13, and, TR-2 will ensure that preconstruction surveys are conducted and buffer zones implemented as needed to ensure that breeding areas are not disrupted, trenches are covered so that effects on wildlife movement are minimized, and trees are replanted as needed. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Conflict with local ordinances or policies protecting biological resources

Impact BIO-18: Construction would minimize impacts through use of trenchless construction and avoidance of sensitive habitat, but sensitive resources could be affected by sedimentation or alteration of drainage patterns. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

BIO-1d Develop and Implement a Frac-out Contingency Plan for Trenchless Construction: Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;

- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

BIO-2a **Avoid Impacts to Vernal Pool Branchiopods and their Habitat**: To the extent feasible, the project-related activities shall avoid impacts to habitat with the potential to support Conservancy fairy shrimp, longhorn fairy shrimp, vernal pool fairy shrimp, and vernal pool tadpole shrimp, including alkali pools and swales. Avoidance shall be defined as no direct or indirect effects to suitable habitat. This shall be accomplished by avoiding construction within the microwatershed of suitable habitat for vernal pool branchiopods.

BIO-16a **Avoid and Minimize Impacts to Federally Protected Wetlands:** To the extent feasible, project-related activities shall avoid federally protected wetlands. To the extent feasible, the proposed project shall minimize potential impacts to federally protected wetlands by utilizing trenchless construction techniques. A SWPPP shall be implemented to reduce the potential for sediments and contaminants to enter wetlands and waters. After construction, surface topography and drainage shall be restored to pre-construction conditions. Where appropriate, revegetation shall be implemented with site-adapted native species.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, BIO-2a and BIO-16a, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measures BIO-1d, BIO-2a and BIO-16a will ensure that federally protected wetlands, including vernal pools, are avoided to the extent feasible and will ensure that sensitive areas are protected from runoff from construction areas. Restoration of any affected areas, combined with compensatory mitigation, if needed, would ensure that there is no loss of sensitive habitats. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Cumulative impacts to fish and their habitat in the San Joaquin River

Impact BIO-CUM-2: The reduction in flows due to the NVRRWP would be minimal, but because the San Joaquin River has already been modified and degraded the small incremental contribution to an already cumulatively substantial impact is considered a **potentially significant impact**.

Mitigation Measures

BIOCUM-1 Assistance with Salmonid Recovery Plan Actions: The NVRRWP Project Partners would work with Reclamation and with resource agencies, including NMFS, USFWS, and CDFW to assist in implementation the following recovery actions from the Recovery Plan for Central Valley Chinook Salmon and Steelhead.

- Implement projects that improve wastewater treatment in the San Joaquin River watershed. The NVRRWP as designed would reduce the input of nutrients and salinity to the San Joaquin River, and as such the proposed project already addresses this recovery action.
- Develop and implement a spawning gravel augmentation plan in the San Joaquin River. The NVRRWP Project Partners would make a cash contribution to an existing restoration program or organization working to augment spawning gravels. The funding could assist in programs being implemented as part of Reclamation's San Joaquin River Restoration Program, the USFWS Anadromous Fish Restoration Program, or other relevant restoration program.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIOCUM-1 and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIOCUM-1 will address existing degraded conditions on the San Joaquin River by reducing the input of nutrients and salinity to the river, and contributing to improvements of spawning gravels on the river. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.5 CULTURAL RESOURCES

Impact CUL-1: No archeological resources as defined under CEQA have been identified in the project area, and, there is no evidence suggesting a significant potential for human remains to be buried in the project area. However, excavation activities associated with project construction could disturb previously unidentified archaeological resources during project construction. This would be considered a **potentially significant impact**.

Mitigation Measures

CUL-1a **Discovery of previously unknown archaeological resources during construction**: The following measures shall be implemented in the event of unexpected discovery of archaeological resources:

- The project proponent shall note on any construction plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources.
- The Partner Agencies shall retain a Professional Archaeologist to provide a pre-construction briefing to supervisory personnel of any excavation contractor to alert them to the possibility of exposing significant prehistoric archaeological resources within the study area. The briefing shall discuss any archaeological objects that could be exposed, the need to stop excavation at the discovery, and the procedures to follow regarding discovery protection and notification of the project proponent and archaeological team.
- The project proponent shall retain a Professional Archaeologist on an “on-call” basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA.
- If cultural resources are encountered during the project, construction personnel shall avoid altering these materials and their context until a Professional Archaeologist has evaluated the situation. Project personnel shall not collect or retain cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, and pestles; and dark, friable soil containing shell and bone, dietary debris, heat-affected rock, or human burials. Historical resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits, often in old wells and privies.

- If the Professional Archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the Partner Agencies and other appropriate parties of the evaluation and recommended measures to mitigate effects to a less-than significant impact. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the U.S. Bureau of Reclamation and other lead agencies.
- Any identified cultural resources shall be recorded on forms DPR 422 (archaeological sites) and/or DPR 523 (historic properties) or similar forms by a Professional Archaeologist.

CUL-1b **Discovery of human burials during construction**: The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity within the project shall comply with applicable State laws. This shall include immediate notification of the Stanislaus County Coroner (Stanislaus County Sherriff's Office).

In the event of the coroner's determination that the human remains are Native American, notification of the Native American Heritage Commission (NAHC) is required. The NAHC shall be notified by phone within 24 hours of the discovery and shall be afforded the opportunity to appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archaeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the project will follow PRC Section 5097.98(b) which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures CUL-1a and CUL-1b, which will reduce the potential for harm to cultural resources to **less than significant** after mitigation.

Rationale: Mitigation measures CUL-1a and CUL-1b will ensure that resources discovered during construction are addressed and mitigated to avoid accidental damage, in compliance with CEQA requirements. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impact CUL-2: The project has been designed to avoid disturbance of known historical resources in the project area. However, excavation activities associated with project construction could disturb previously unidentified historical resources during project construction. This would be considered a **potentially significant impact**.

Mitigation Measures

CUL-1a **Discovery of previously unknown archaeological resources during construction**: The following measures shall be implemented in the event of unexpected discovery of archaeological resources:

- The project proponent shall note on any construction plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources.
- The Partner Agencies shall retain a Professional Archaeologist to provide a pre-construction briefing to supervisory personnel of any excavation contractor to alert them to the possibility of exposing significant prehistoric archaeological resources within the study area. The briefing shall discuss any archaeological objects that could be exposed, the need to stop excavation at the discovery, and the procedures to follow regarding discovery protection and notification of the project proponent and archaeological team.
- The project proponent shall retain a Professional Archaeologist on an “on-call” basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA.
- If cultural resources are encountered during the project, construction personnel shall avoid altering these materials and their context until a Professional Archaeologist has evaluated the situation. Project personnel shall not collect or retain cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, and pestles; and dark, friable soil containing shell and bone, dietary debris, heat-affected rock, or human burials. Historical resources include stone or adobe foundations or walls, structures and

remains with square nails, and refuse deposits, often in old wells and privies.

- If the Professional Archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the Partner Agencies and other appropriate parties of the evaluation and recommended measures to mitigate effects to a less-than significant impact. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the U.S. Bureau of Reclamation and other lead agencies.
- Any identified cultural resources shall be recorded on forms DPR 422 (archaeological sites) and/or DPR 523 (historic properties) or similar forms by a Professional Archaeologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure CUL-1a, which will reduce the potential for harm to cultural resources to **less than significant** after mitigation.

Rationale: Mitigation measure CUL-1a will ensure that historic resources discovered during construction are addressed and mitigated to avoid accidental damage, in compliance with CEQA requirements. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impact CUL-3: **T**here is no evidence suggesting a significant potential for fossils to occur in the project area. However, excavation activities associated with project construction could disturb previously unidentified paleontological resources during project construction. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

CUL-3 Discovery of paleontological resources during construction: If paleontological resources are discovered during earthmoving activities, the construction crew would immediately cease work near the find. In accordance with Society of Vertebrate Paleontology guidelines (Society of Vertebrate Paleontology 2010), a qualified paleontologist would assess the nature and importance of the find and recommend appropriate salvage, treatment, and future monitoring and mitigation.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified

in the Final EIR. The project has been revised to require implementation of Mitigation Measure CUL-3, which will reduce the potential for harm to paleontological resources to **less than significant** after mitigation.

Rationale: Mitigation measure CUL-3 will ensure that paleontological resources discovered during construction are addressed and mitigated to avoid accidental damage, in compliance with CEQA requirements. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.6 ENERGY RESOURCES

Impact ENE-1: Construction of the project requires use of fuels and excessive idling and other inefficient site operations could result in inefficient use of energy. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

AIR-1 Reduce NOx Emissions: NOx emissions associated with construction activities shall be reduced to 10 tons per year through on-site equipment and hauling vehicle Mitigation Measure to the extent feasible. All vehicles and equipment used during construction shall be maintained and properly tuned in accordance with the manufacturer's specifications to perform at US EPA certification levels and to perform at verified standards applicable to retrofit technologies. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure CCR Title 13 Section 2485). Emissions reduction methods may be chosen from any combination of the following measures:

- Minimize the use and trips of construction equipment and trucks by consolidating trips and loads to the extent feasible
- Minimize unnecessary idling by shutting off equipment and trucks when not in use to the extent feasible and comply with CARB idling regulations.
- Conduct periodic unscheduled inspections to ensure equipment is maintained properly and in accordance with manufacturer's recommendations and excessive idling is not occurring.
- Prepare inventory of all equipment prior to construction consistent with SJVAPCD Indirect Source Review Rule.

- Develop a construction traffic and parking management plan that minimizes traffic interference and maintains traffic flow.

The contractor will be encouraged to implement the following measures to the extent feasible before implementation of off-site Mitigation Measure and identify why the measures are infeasible if not implemented in particular due to economic infeasibility:

- Use alternative fueled vehicles.
- Use newer tier engines such as US EPA Tier 4 exhaust emissions standards for heavy-duty nonroad compression ignition engines.
- Use of newer on-highway vehicles that meet the US EPA exhaust emissions standards for model year 2010 and newer heavy-duty on-highway compression ignition engines
- Use phased material hauling trips
- Use after-market pollution control devices to reduce emissions
- Lengthen the construction schedule to reduce the annual intensity of construction activities

If all feasible on-site measures have been implemented and annual emissions are anticipated to still be above 10 tons per year for NOx, then the project proponent shall enter into a Voluntary Emissions Reduction Agreement (VERA) with SJVAPCD. The VERA would provide pound-for-pound mitigation of air emissions increases down to a net zero emissions per year as required under general conformity through a process that develops, funds, and implements emission reduction projects. SJVAPCD would serving as role of administrator of the emissions reduction projects and verifier of the successful mitigation effort.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures AIR-1, which will serve to ensure efficient use of fuels thus reducing energy impacts to **less than significant** after mitigation.

Rationale: Mitigation Measure AIR-1 requires that engines be properly tuned and that restrictions on idling are enforced, thus reducing the impact to **less than significant**.

3.8 GEOLOGY AND SOILS

Impact GEO-1: The project would be subject to damage from groundshaking and liquefaction. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

GEO-1 **Perform Design-Level Geotechnical Evaluations for Seismic Hazards:** During the design phase for the proposed project, perform site-specific, design-level geotechnical evaluations to identify potential secondary ground failure hazards (i.e., seismically-induced settlement) associated with the expected level of seismic ground shaking. A geotechnical memorandum shall be prepared to detail the findings of the evaluations.

The geotechnical analysis will provide recommendations to mitigate those hazards in the final design and, if necessary, during construction. The design-level geotechnical evaluations, based on the site conditions, location, and professional opinion of the geotechnical engineer, may include subsurface drilling, soil testing, and analysis of site seismic response to determine appropriate feasible measures to be incorporated into the project design. The performance standard to be used in the geotechnical evaluations will be minimization of the hazards associated with liquefaction and seismic groundshaking. The geotechnical engineer will review the seismic design criteria of facilities to ensure that facilities are designed to withstand the highest expected peak acceleration, set forth by the California Building Code for each site, and ensure that secondary ground failures, such as liquefaction, are minimized. Recommendations resulting from findings of the geotechnical study will be incorporated into the design and construction of proposed facilities.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure GEO-1, which will reduce the risks associated with groundshaking and liquefaction to **less than significant** after mitigation.

Rationale: Mitigation Measure GEO-1will ensure that facilities are designed to withstand groundshaking and that risk of secondary failures such as liquefaction are minimized. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impact GEO-2: The project would be subject to damage from expansive soils. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

GEO-2 **Perform Design-Level Geotechnical Evaluations for Soil Expansion:** During the design phase for all components of the project, a design-level geotechnical evaluation to determine the presence and characteristics of potentially compressible and expansive soils, the

engineering properties of the foundation material, and the depth and thickness of soil layers will be completed. The results of the investigations will include measures that would reduce soil expansion to a less-than-significant level. Feasible mitigation measures could include removal and replacement of soil, deep foundations, or deep mixing of compressible or expansive soils with stabilizing agents. All mitigation measures included in the geotechnical evaluation will be incorporated into the project design specifications.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure GEO-2, which will reduce the risks associated with expansive soils to **less than significant** after mitigation.

Rationale: Mitigation Measure GEO-2 will result in replacing expansive soils with non-expansive materials, or having them treated so as to become non-expansive and, if necessary, other engineering practices for mitigation of expansive soil conditions shall be implemented. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.2.10 HAZARDS AND HAZARDOUS MATERIALS

Hazardous materials use during construction

Impact HAZ-1: Construction requires use of hazardous materials including fuel, paints, solvents and glues. Accidental release of hazardous materials would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

HAZ-1a **Hazardous Materials Management and Spill Prevention Control Plan:** Prior to the start of construction, the construction contractor shall be required to prepare a Hazardous Materials Management Spill Prevention and Control Plan that includes a project-specific contingency plan for hazardous materials and waste operations. The Plan shall be applicable to construction activities, and shall establish policies and procedures according to applicable codes and regulations, including but not limited to the California Building and Fire Codes, and federal and California Occupational Safety and Health Administration (OSHA) regulations. Elements of the Plan shall include, but not be limited to, the following:

- A discussion of hazardous materials management, including delineation of hazardous material storage areas, access and

egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;

- Notification and documentation of procedures; and
- Spill control and countermeasures, including employee spill prevention/response training.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure HAZ-1a, which will reduce impacts from hazardous materials releases to **less than significant** after mitigation.

Rationale: Mitigation Measure HAZ-1a will ensure that fuel and other hazardous materials are handled in accordance with regulatory standards to protect public health and safety. In addition, hazardous materials shall only be handled in specified construction staging areas, in accordance with specified requirements, to prevent contamination. With the implementation of Mitigation Measure HAZ-1a, the impact will be **less than significant**.

Wildland Fire

Impact HAZ-2: The project would require use of spark-producing construction machinery in areas with fire hazard ratings of medium and high, which could create hazardous fire conditions. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

HAZ-2 Prevention of Fire Hazards: During construction of the proposed project, the construction contractor shall require staging areas, welding areas, or areas slated for construction be cleared of dried vegetation or other materials that could ignite. Construction equipment that includes a spark arrestor shall be maintained in good working order. In addition, construction crews shall have a spotter during welding activities to look out for potentially dangerous situations, such as accidental sparks. Other construction equipment shall be kept in good working order and used only within cleared construction zones. During construction of the proposed project, contractors shall require vehicles and crews working at the project site to have access to functional fire extinguishers.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation

Measure HAZ-2, which will serve to reduce these potential impacts to **less than significant** after mitigation.

Rationale: Mitigation Measure HAZ-2 would ensure implementation of measures to prevent accidental fires. Therefore, with the implementation of this measure, the impact will be **less than significant**.

Conflict with Emergency Plans

Impact HAZ-3: The project could conflict with the Stanislaus County's Multi-Jurisdictional Hazard Mitigation Plan. This impact would be **potentially significant**.

Mitigation Measures

HAZ-1a Hazardous Materials Management and Spill Prevention Control Plan: Prior to the start of construction, the construction contractor shall be required to prepare a Hazardous Materials Management Spill Prevention and Control Plan that includes a project-specific contingency plan for hazardous materials and waste operations. The Plan shall be applicable to construction activities, and shall establish policies and procedures according to applicable codes and regulations, including but not limited to the California Building and Fire Codes, and federal and California Occupational Safety and Health Administration (OSHA) regulations. Elements of the Plan shall include, but not be limited to, the following:

- A discussion of hazardous materials management, including delineation of hazardous material storage areas, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;
- Notification and documentation of procedures; and
- Spill control and countermeasures, including employee spill prevention/response training.

HAZ-2 Prevention of Fire Hazards: During construction of the proposed project, the construction contractor shall require staging areas, welding areas, or areas slated for construction be cleared of dried vegetation or other materials that could ignite. Construction equipment that includes a spark arrestor shall be maintained in good working order. In addition, construction crews shall have a spotter during welding activities to look out for potentially dangerous situations, such as accidental sparks. Other construction equipment shall be kept in good working order and used only within cleared construction zones. During construction of the proposed project, contractors shall require vehicles and crews

working at the project site to have access to functional fire extinguishers.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures HAZ-1 and HAZ-2, which will substantially reduce impacts to **less than significant** after mitigation.

Rationale: Mitigation Measures HAZ-1 and HAZ-2 would ensure that that the project would not cause hazardous conditions during construction. With the implementation of these measures, the impact will be **less than significant**.

3.11 HYDROLOGY AND WATER QUALITY

Construction Water Quality Impacts

Impact HYD-1: Construction would include vegetation removal, grading, and excavation activities, which could result in increased sedimentation and erosion and could result in impacts to water quality. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

HYD-1a **Comply with the Construction General Permit**: To minimize the impacts to water quality from construction activities, the proposed project shall implement measures contained in the Construction General Permit including the development of a SWPPP.

HYD-1b **Implement BMPs to Control Erosion and Sediment During Construction:** The SWPPP shall specify that all construction activities shall implement multiple BMPs to provide effective erosion and sediment control. These BMPs shall be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable. BMPs to be implemented as part of this mitigation measure shall include, but are not limited to, the following measures:

- Temporary erosion control measures, such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover, shall be employed for disturbed areas;
- Dirt and debris shall be swept from paved streets in the construction zone on a regular basis, particularly before predicted rainfall events;

- Grass or other vegetative cover will be re-established on unpaved areas of the construction site as soon as possible after disturbance. In paved areas, any removed paving will be replaced as soon as possible; and
- Soil stockpiling sites will be located such that they do not drain directly into the San Joaquin River or irrigation canals.

Multiple BMPs used in combination, properly installed and maintained, can achieve significant sediment removal. BMPs proposed by the project contractor shall be subject to approval by the project proponent, and the project proponent shall require that all parties performing construction under the proposed project incorporate into contract specifications the requirement that the contractor(s) comply with and implement these provisions. The contractor shall also include provisions for monitoring during and after construction activities to verify that these standards are met.

HYD-1c **Comply with the General Order for Dewatering or Other Appropriate NPDES Permit**: To minimize the impacts to water quality from dewatering activities, the proposed project shall implement measures contained in the General Order for Dewatering or other appropriate NPDES permit or Waste Discharge Requirement.

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, HYD-1a, HYD-1b and HYD-1c, and with the implementation of these measures, the project's impacts to water quality during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measures BIO-1d, HYD-1a, HYD-1b and HYD-1c will insure adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality and to ensure that no debris or other pollutants from the construction affect water quality of streams and drainages in the project area. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.14 NOISE

Construction Noise

Impact NOI-1: During construction of the project, noise levels would temporarily be elevated in association with operation of heavy equipment. This would be considered a **potentially significant impact**.

Mitigation Measures

NOISE-1 **Noise Reduction Measures:** To reduce the impact of noise from construction activities the following measures shall be implemented to the extent feasible:

- Construction activities shall be limited to the hours of 7:00 am to 7:00 pm, Monday to Friday.
- Construction staging areas shall be as far as possible from existing residences.
- Construction equipment noise shall be minimized during project construction by muffling and shielding intakes and exhaust on construction equipment per the manufacturers' specifications and by shrouding or shielding impact tools. All equipment shall have sound-control devices no less effective than those provided by the manufacturer.
- All stationary noise generating construction equipment shall be placed as far away as possible from sensitive receptors on in an orientation minimizing noise impacts (e.g. behind barriers or storage piles).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure NOISE-1, and with the implementation of these measures, the project's impacts during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measure NOISE-1 will insure that construction noise is minimized to the extent feasible. Because the County Noise Ordinance exempts this type of construction activity and because appropriate measures will be implement to reduce

noise levels, with the implementation of this measure, the impact will be **less than significant**.

3.16 PUBLIC SERVICES AND UTILITIES

Construction Disruption

Impact PUB-4: During construction of the project, there is a potential for disruption of utilities and interruption of associated services. This would be considered a **potentially significant impact**.

Mitigation Measures

PUB-4 **Coordinate Relocation and Interruptions of Service with Utility Providers during Construction**: The construction contractor shall be required to verify the nature and location of underground utilities before the start of any construction that would require excavation. The contractor shall be required to notify and coordinate with public and private utility providers at least 48 hours before the commencement of work adjacent to any utility. The contractor shall be required to notify the service provider in advance of service interruptions to allow the service provider sufficient time to notify customers. The contractor shall be required to coordinate timing of interruptions with the service providers to minimize the frequency and duration of interruptions.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure PUB-4, and with the implementation of these measures, the project's impacts to utilities during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measure PUB-4 will insure that disruption of utilities is minimized to the extent feasible. Because the County Noise Ordinance exempts this type of construction activity and because appropriate measures will be implement to reduce noise levels, with the implementation of this measure, the impact will be **less than significant**.

3.19 TRANSPORTATION

Construction Disruption

Impact TR-1: During construction of the project, there is a potential temporary road and lane closures causing a degradation in level of service. This would be considered a **potentially significant impact**.

Impact TR-2: During construction of the project, there is a potential for disruption of alternative modes of transportation including public transit, bicycles and pedestrian uses. This would be considered a **potentially significant impact**.

Impact TR-3: During construction of the project, there is a potential for interference with emergency access and circulation. This would be considered a **potentially significant impact**.

Impact TR-4: During construction of the project, there would be additional traffic from truck trips to deliver materials and haul spoil and from worker travel. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

TR-1 Implement a Construction Management Plan to Minimize Interference with Traffic and Emergency Response Hazards: The Partner Agencies (DPWD, the City of Modesto, and the City of Turlock) or the construction contractor, in consultation with the County, will prepare and implement a Traffic Management Plan (TMP). The Partner Agencies will be responsible for ensuring that the plan is adequately developed and implemented. The Partner Agencies will provide the TMP to the Stanislaus County Department of Public Works and Caltrans. The TMP will include recommended traffic-control and traffic-reduction measures as identified in the Transportation Management Plan Guidelines issued by the Division of Traffic Operations Office of System Management Operations (Caltrans 2009). The Partner Agencies will require all traffic-control or traffic-reduction measures described in the TMP to be implemented. In addition, to the extent feasible, construction-related traffic and any temporary road closures shall be scheduled during non-peak traffic periods.

The measures included in the TMP shall be consistent with any applicable guidelines outlined in the Standard Specifications for Public Works Construction, the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices, and the Work Area Traffic Control Handbook. The plan will include the following items:

- Definition of location and timing of any temporary lane or roadway closures;
- Identification and provision for circumstances requiring the use of temporary traffic control measures, such as flag persons, warning signs, lights, barricades, and cones to provide safe work areas in the vicinity of the project site or along the haul routes, including for narrow roadway segments, and to warn, control, protect, and expedite vehicular, bicycle, and pedestrian traffic and access by emergency responders;
- Implementation of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak-hour traffic, placement of detour signs (if required), lane closure procedures (if required), flaggers (if required), placement of cones for drivers, and designated construction access routes and access points;
- Notification to adjacent property owners, transit agencies and public safety personnel regarding when major deliveries, detours, and lane closures will occur;
- Measures to address the potential for construction-related traffic to impede emergency response vehicles and a specific training and information program for construction workers to ensure awareness of emergency procedures for project-related accidents;
- Identification of haul routes for movement of construction vehicles that will minimize impacts on vehicular and pedestrian traffic and circulation and safety, and provision for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected by the Partner Agencies in coordination with the construction contractor;
- Consideration of other projects in the vicinity that could also affect the same roadways as the project;
- Development of a process for responding to and tracking complaints pertaining to construction activity, including identification of an onsite complaint manager; and
- Documentation of road pavement conditions for all routes that would be used by construction vehicles both before and after project construction. Roads damaged by construction vehicles will be repaired to the level at which they existed before project construction.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation

Measure TR-1, and with the implementation of these measures, the project's impacts to transportation during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measure TR-1 will insure that disruption of traffic and transportation is minimized to the extent feasible. This measure provides traffic control to manage lane and road closures, addresses alternate modes of travel, maintains emergency access and manages truck traffic during construction, thus reducing the impacts to **less than significant**.

Construction Access

Impact TR-5: During construction of the project, there is a potential that access to driveways would be impaired. This would be considered a **potentially significant impact**.

Mitigation Measures

TR-1 Implement a Construction Management Plan to Minimize Interference with Traffic and Emergency Response Hazards: The Partner Agencies (DPWD, the City of Modesto, and the City of Turlock) or the construction contractor, in consultation with the County, will prepare and implement a Traffic Management Plan (TMP). The Partner Agencies will be responsible for ensuring that the plan is adequately developed and implemented. The Partner Agencies will provide the TMP to the Stanislaus County Department of Public Works and Caltrans. The TMP will include recommended traffic-control and traffic-reduction measures as identified in the Transportation Management Plan Guidelines issued by the Division of Traffic Operations Office of System Management Operations (Caltrans 2009). The Partner Agencies will require all traffic-control or traffic-reduction measures described in the TMP to be implemented. In addition, to the extent feasible, construction-related traffic and any temporary road closures shall be scheduled during non-peak traffic periods.

The measures included in the TMP shall be consistent with any applicable guidelines outlined in the Standard Specifications for Public Works Construction, the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices, and the Work Area Traffic Control Handbook. The plan will include the following items:

- Definition of location and timing of any temporary lane or roadway closures;
- Identification and provision for circumstances requiring the use of temporary traffic control measures, such as flag persons,

warning signs, lights, barricades, and cones to provide safe work areas in the vicinity of the project site or along the haul routes, including for narrow roadway segments, and to warn, control, protect, and expedite vehicular, bicycle, and pedestrian traffic and access by emergency responders;

- Implementation of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak-hour traffic, placement of detour signs (if required), lane closure procedures (if required), flaggers (if required), placement of cones for drivers, and designated construction access routes and access points;
- Notification to adjacent property owners, transit agencies and public safety personnel regarding when major deliveries, detours, and lane closures will occur;
- Measures to address the potential for construction-related traffic to impede emergency response vehicles and a specific training and information program for construction workers to ensure awareness of emergency procedures for project-related accidents;
- Identification of haul routes for movement of construction vehicles that will minimize impacts on vehicular and pedestrian traffic and circulation and safety, and provision for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected by the Partner Agencies in coordination with the construction contractor;
- Consideration of other projects in the vicinity that could also affect the same roadways as the project;
- Development of a process for responding to and tracking complaints pertaining to construction activity, including identification of an onsite complaint manager; and
- Documentation of road pavement conditions for all routes that would be used by construction vehicles both before and after project construction. Roads damaged by construction vehicles will be repaired to the level at which they existed before project construction.

TR-2 Install Temporary Trench Plates Over Open Trenches: During construction of the pipeline, temporary trench plates will be installed over open trenches at the end of each work day.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation

Measures TR-1 and TR-2, and with the implementation of these measures, the project's impacts to access during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measures TR-1 and TR-2 will ensure that access to driveways is maintained, reducing the impact to **less than significant**.

ATTACHMENT 2

MITIGATION MONITORING AND REPORTING PLAN

The City of Modesto, City of Turlock and Del Puerto Water District working together as Partner Agencies are proposing to implement the North Valley Regional Recycled Water Program (NVRRWP). The City of Modesto is the CEQA lead agency for completion of the Environmental Impact Report, which was prepared in conjunction with the Bureau of Reclamation, the NEPA lead agency, as a joint Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS). After considering the environmental analysis provided in the Draft EIR/EIS and public comments submitted on the Draft EIR/EIS, the City of Modesto has determined that the project would not have a significant effect on the environment with implementation of the mitigation measures identified in the Mitigation Monitoring and Reporting Plan (MMRP). This MMRP provides a plan for implementation of mitigation measures that pertain to the Combined Alignment Alternative, which has been selected as the preferred alternative.

The MMRP contains all of the mitigation measures that were presented in the Draft EIR/EIS, with some minor modifications based on comments received from regulatory and trustee agencies during public review of the Draft EIR/EIS. Mitigation numbers are tied to the impact numbers in the Draft EIR/EIS, so mitigation is not numbered consecutively. Some impacts that were determined to be less than significant do not require mitigation, and thus some mitigation numbers are skipped. For example, Impact BIO-7 was determined to be less than significant, so there is no Mitigation BIO-7. The table is organized by Mitigation Measure and because some measures address several different impacts, multiple impacts may be listed in the Impact Statement, where applicable. To ensure consistency of mitigation numbering, some of the mitigation numbers have been revised.

While the Draft EIR/EIS was prepared by the City of Modesto and the Bureau of Reclamation as a joint document, the Final EIR has been prepared as a separate CEQA document, which will be considered for certification by the City of Modesto. Reclamation will separately circulate a Final EIS for 30 days before issuing a Record of Decision for the NVRRWP.

Mitigation measures have been included in the project to reduce or avoid potential environmental impacts associated with project construction and operation. Section 21081.6 of the California Public Resources Code requires a CEQA lead or responsible agency that approves or carries out a project where an EIR has identified measures to mitigate significant environmental effects to adopt a “reporting monitoring program for adopted or required changes to mitigate or avoid significant environmental effects.” In accordance with Section 21081.6 of the Public Resources Code, this MMRP has been prepared.

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
Aesthetics						
AES-2: New sources of substantial light or glare	**AES-2: Nighttime Construction Lighting**: Nighttime construction lighting, if required, shall be shielded and oriented downward to minimize effects on any nearby receptors. Lighting shall be directed toward active construction areas only, and shall have the minimum brightness necessary to ensure worker safety.	City of Modesto	City of Modesto	1. Confirm that lighting measures are included in contract documents 2. Monitor construction activities to verify that measures are implemented during construction. Document compliance and retain in the project file.	1. Design 2. Construction	1._____ 2._____
Agriculture Resources						
AG-1: Convert farmland to non-agricultural use	**AG-1: Stockpile Soil**: **Topsoil removed during project construction shall be stockpiled for later reuse. Soil shall be stored in a clear area of the construction site where it would not have the potential to affect agricultural or biological resources. Stockpiled soil shall be covered with a tarp at all times to prevent generation of fugitive dust. Following pipeline insertion, soil shall be backfilled into the trench and restored to an appropriate level of compaction.**	City of Modesto	City of Modesto	1. Confirm that soils stockpiling requirements are included in contract specifications 2. Monitor construction activities to verify that measures are implemented during construction. Document compliance and retain in the project file.	1. Design 2. Construction	1._____ 2._____
Air Quality						
AIR-1: Construction emissions of criteria pollutants and precursors ENE-1: Inefficient, wasteful, or unnecessary use of energy resources	**AIR-1: Reduce NOx Emissions**: NOx emissions associated with construction activities shall be reduced to 10 tons per year through on-site equipment and hauling vehicle mitigation measures to the extent feasible. All vehicles and equipment used during construction shall be maintained and properly tuned in accordance with the manufacturer's specifications to perform at EPA certification levels and to perform at verified standards applicable to retrofit technologies. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure CCR Title 13 Section 2485). Emissions reduction methods may be chosen from any combination of the following measures**:** • Minimize the use and trips of construction equipment and trucks by consolidating trips and loads to the extent feasible • Minimize unnecessary idling by shutting off equipment and trucks when not in use to the extent feasible and comply with CARB idling regulations. • Conduct periodic unscheduled inspections to ensure equipment is maintained properly and in accordance with manufacturer's recommendations and excessive idling is not occurring. • Prepare inventory of all equipment prior to construction consistent with SJVAPCD Indirect Source Review Rule. • Develop a construction traffic and parking management plan that minimizes traffic interference and maintains traffic flow. The contractor will be encouraged to implement the following measures to the extent feasible before implementation of off-site mitigation measures and identify why the measures are infeasible if not implemented in particular due to economic infeasibility: • Use alternative fueled vehicles. • Use newer tier engines such as EPA Tier 4 exhaust emissions standards for heavy-duty nonroad compression	City of Modesto	City of Modesto, SJVAPCD	1. Confirm that air quality measures are included in contract documents 2. Review estimated emissions and, if needed implement VERA with SJVAPCD 3. Monitor construction activities to verify that measures are implemented during construction. Document compliance and retain in the project file.	1. Design 2. Pre-construction 3. Construction	1._____ 2._____ 3._____

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
	ignition engines. • Use of newer on-highway vehicles that meet the EPA exhaust emissions standards for model year 2010 and newer heavy-duty on-highway compression ignition engines • Use phased material hauling trips • Use after-market pollution control devices to reduce emissions • Lengthen the construction schedule to reduce the annual intensity of construction activities If all feasible on-site measures have been implemented and annual emissions are anticipated to still be above 10 tons per year for NOx, then the project proponent shall enter into a Voluntary Emissions Reduction Agreement (VERA) with SJVAPCD. The VERA would provide pound-for-pound mitigation of air emissions increases down to a net zero emissions per year as required under general conformity through a process that develops, funds, and implements emission reduction projects. SJVAPCD would serving as role of administrator of the emissions reduction projects and verifier of the successful mitigation effort.					
Biological Resources						
BIO-1: Effects on special-status plants	**BIO-1a: Avoid or Minimize Impacts to Special-Status Plant Species**: To the extent feasible, project-related activities shall avoid habitats with the potential to support special-status plants, including alkali flats, alkali scrub, alkali pools, and freshwater wetlands. To the extent feasible, the proposed project shall minimize potential impacts to special-status plants by utilizing trenchless construction techniques within habitats with the potential to support special-status plants.	City of Modesto	City of Modesto	1. Confirm that locations of facilities avoid sensitive habitats to the extent feasible through siting and use of trenchless techniques. Document compliance and retain in the project file.	1. Design	1._____
BIO-1: Effects on special-status plants	**BIO-1b: Perform Focused Surveys for Special-Status Plant Species in Suitable Habitats**: Within one year prior to commencement of construction activities, a qualified botanist shall perform surveys for special-status plant species within potentially suitable habitat in the vicinity of open-cut construction areas (Survey areas are shown in Attachment A to the MMRP). Floristic surveys shall be performed according to the Protocols for Surveying and Evaluating Impacts to Specials Status Native Plant Populations and Natural Communities (CDFG 2009 or current version). Floristic surveys shall include the use of a reference population, as reasonably feasible, to increase the likelihood of detection, and shall be performed during the appropriate bloom period(s) for each species. If special-status plants are detected within a 100-foot radius or within the microwatershed of an open-cut construction area (including pits that would be used for trenchless construction), Mitigation Measure BIO-1c shall be implemented.	City of Modesto	City of Modesto	1. Confirm completion of surveys.	1. Pre-construction	1._____
BIO-1: Effects on special-status plants	**BIO-1c: Monitor or Compensate for Impacts to Special-Status Plant Species**: The locations of special-status plants within the microwatershed or within 100 feet of construction areas shall be marked and the size of the population shall be recorded. Locations of special-status plant populations shall be clearly identified in the field by staking, flagging, or fencing. The plants shall be monitored throughout the duration of construction to determine if the project has resulted in adverse effects (direct or indirect), as determined by a qualified botanist. If the botanist determines that special-status plants may have been adversely effected, then the Partner Agencies shall implement measures to compensate for the impact. Compensation measures may include transplanting perennial species, seed collection and dispersal for annual species, and other conservation strategies that shall restore and protect the viability of the local population. If minimization measures are implemented, monitoring of plant populations shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be no net reduction in the size or viability of the local population.	City of Modesto	City of Modesto	1. Confirm that plant locations are marked. 2. Monitor construction activities to verify that measures are implemented during construction. 3. Document implementation of compensation plan if botanist determines plants were affected 4. Monitor success of plantings, if needed. Document compliance and retain in the project file.	1. Pre-construction 2. Construction 3. At completion of construction 4. 5 years of monitoring after plant populations are established	1._____ 2._____ 3._____ 4._____
BIO-1: Effects on special-status	**BIO-1d: Develop and Implement a Frac-out Contingency Plan for Trenchless Construction**: Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted	City of	City of Modesto,	1. Confirm that frac-out plan is developed and measures are	1. Design	1._____

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
plants BIO-3: Effects on valley elderberry longhorn beetle BIO-4: Effects of project construction on special-status fishes BIO-15: Effects on riparian habitat and other sensitive natural communities BIO-16: Effects on federally protected wetlands BIO-18: Conflict with local ordinances or policies protecting biological resources HYD-1: Violation of Water Quality Standards and/or Waste Discharge Requirements (Due to Construction Activities)	by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including: • Procedures to minimize the potential for a frac-out associated with horizontal directional drilling; • Procedures for timely detection of frac-outs; • Procedures for timely response and remediation in the event a frac-out; and Monitoring of drilling and frac-out response activities by a qualified biologist.	Modesto	CDFW, California State Lands Commission	included in contract documents 2. Monitor construction activities to verify that measures are implemented during construction. Document compliance and retain in the project file.	2. Construction	2._____
BIO-2: Effects on vernal pool fairy branchiopods BIO-15: Effects on riparian habitat and other sensitive natural communities BIO-18: Conflict with local ordinances or policies protecting biological resources	**BIO-2a: Avoid Impacts to Vernal Pool Branchiopods and their Habitat**: To the extent feasible, the project-related activities shall avoid impacts to habitat with the potential to support Conservancy fairy shrimp, longhorn fairy shrimp, vernal pool fairy shrimp, and vernal pool tadpole shrimp, including alkali pools and swales. Avoidance shall be defined as no direct or indirect effects to suitable habitat. This shall be accomplished by avoiding construction within the microwatershed of suitable habitat for vernal pool branchiopods.	City of Modesto	City of Modesto	1. Confirm that facilities are sited to avoid sensitive habitats to the extent feasible. Document compliance and retain in the project file.	1. Design	1._____
BIO-2: Effects on vernal pool fairy branchiopods	**BIO-2b: Minimize and Compensate for Impacts to Vernal Pool Fairy Shrimp and Their Habitat**: If direct or indirect impacts to habitat with the potential to support vernal pool branchiopods cannot be avoided then the following measures shall be implemented: • Implement a storm water pollution prevention plan (SWPPP) to reduce the potential for sediments and contaminants to enter pools or depressions where vernal pool branchiopods may occur; • After construction, restore surface topography and drainage to pre-construction conditions; and • Provide off-site compensation for permanent, temporary, and indirect impacts at ratios determined through consultation with USFWS. The performance standard shall be no net loss in acreage or habitat quality for vernal pool branchiopods, as determined through consultation with USFWS.	City of Modesto	City of Modesto, USFWS	1. Confirm that SWPPP addresses protection of vernal pool habitats. 2. Monitor construction activities to verify that measures are implemented during construction. 3. Document restoration to pre-construction conditions 4. Monitor success of off-site mitigation, if needed. Document compliance and retain in the project file.	1. Pre-construction 2. Construction 3. At completion of construction 4. 5 years of monitoring after plant populations are established	1._____ 2._____ 3._____ 4._____
BIO-3: Effects on valley elderberry longhorn beetle	**BIO-3a: Avoid Impacts to Valley Elderberry Longhorn Beetle**: To the extent feasible, the project shall adhere to avoidance measures outlined in USFWS' Conservation Guidelines for Valley Elderberry Longhorn Beetle (USFWS 1999). This shall include the following avoidance measures: • No less than 120 days prior to commencing construction, the locations of elderberry plants within 200 feet of open-cut construction areas shall be identified;	City of Modesto	City of Modesto, USFWS	1. Confirm that measures protecting elderberry bushes are included in plans and contract documents 2. Confirm that plant locations are identified, flagged and fenced with	1. Design 2. Pre-construction 3. Pre-	1._____ 2._____

<table>
<tr><th>Impact Statement</th><th>Mitigation Measure (Exact Text)</th><th>Party Responsible for Implementation and Reporting</th><th>Review and Approval by:</th><th>Monitoring and Reporting Actions</th><th>Implementation Schedule
-Design
-Pre-construction
-Construction
-Operation</th><th>Verification: Status/ Date Completed/ Initials</th></tr>
<tr><td></td><td>• Fence and flag all areas to be avoided during construction activities including all established elderberry shrubs within 200 feet of open-cut construction that will not be impacted by construction activities;
• No open-cut construction within 100 feet of the dripline of elderberry plants containing stems measuring 1.0 inch or greater in diameter at ground level;
• Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). The CEAT shall communicate the need to avoid damaging the elderberry plants and the possible penalties for not complying with these requirements. The CEAT will instruct work crews about the status of the beetle and the need to protect its elderberry host plant;
• Erect signs every 50 feet along the edge of the avoidance area with the following information: "This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs will be maintained for the duration of construction; and
• No insecticides, herbicides, fertilizers, or other chemicals that might harm the beetle or its host plant would be used within 100 feet of any elderberry plant.</td><td></td><td></td><td>appropriate signage in place.
3. Confirm completion of CEAT, and retain sign-in sheet in file
4. Monitor construction activities to verify that avoidance measures are implemented during construction.
Document compliance and retain in the project file.</td><td>construction
4. Construction</td><td>3._____
4._____</td></tr>
<tr><td>BIO-3: Effects on valley elderberry longhorn beetle</td><td>BIO-3b: Minimize or Compensate for Impacts to Valley Elderberry Longhorn Beetle: If elderberry plants occur within 100 feet of open-cut construction, their locations shall be reported to the USFWS. In areas where encroachment on the 100-foot buffer has been approved by USFWS, a minimum setback of at least 20 feet from the dripline of each elderberry plant shall be provided, as feasible. For any encroachment into the 100-foot buffer or removal of elderberry plants, the Partner Agencies shall implement measures to compensate for impacts to VELB. Compensation measures shall be consistent with USFWS' Conservation Guidelines for Valley Elderberry Longhorn Beetle (USFWS 1999). This shall include establishment of a project-specific VELB Conservation Area or purchase of credits at a USFWS-approved mitigation bank. If the Partner Agencies establish a project-specific Conservation Area, the population of VELBs, the general condition of the Conservation Area, and the condition of the elderberry and associated native plantings in the Conservation Area shall be monitored over a period of ten (10) years. Monitoring and reporting shall be conducted in accordance with the Conservation Guidelines for VELB (USFWS 1999). A minimum survival rate of at least 60 percent of the elderberry plants and 60 percent of the associated native plants shall be maintained throughout the monitoring period.</td><td>City of Modesto</td><td>City of Modesto
USFWS</td><td>1. Confirm that locations of elderberry plants are reported to USFWS.
2. Verify implementation of compensation measures.
3. Monitor plantings, if required.
Document compliance and retain in the project file.</td><td>1. Pre-construction
2. Pre-construction
3. 10 years of monitoring after plant populations are established</td><td>1._____
2._____
3._____</td></tr>
<tr><td>BIO-4: Effects of project construction on special-status fishes</td><td>BIO-4a: Minimize Pile Driving-related Impacts to Special Status Fish: If impact pile driving activities occur adjacent to the San Joaquin River between October 1 and May 31, the Project Proponents shall adhere to the following restrictions on the number of allowable strikes for a 24 hour period:
<table>
<tr><th>Distance from San Joaquin River (Meters)</th><th>Distance from San Joaquin River (Feet)</th><th>Maximum Number of Strikes per 24 hours[1]</th></tr>
<tr><td>75</td><td>246</td><td>130</td></tr>
<tr><td>150</td><td>492</td><td>365</td></tr>
<tr><td>225</td><td>738</td><td>672</td></tr>
<tr><td>300</td><td>984</td><td>1035</td></tr>
<tr><td>375</td><td>1230</td><td>1447</td></tr>
<tr><td>450</td><td>1476</td><td>1902</td></tr>
<tr><td>>450</td><td>>1476</td><td>no limit</td></tr>
</table></td><td>City of Modesto</td><td>City of Modesto</td><td>1. Confirm that pile driving restrictions are included in contract documents
2. Monitor construction activities to verify that measures are implemented during construction.
Document compliance and retain in the project file.</td><td>1. Design
2. Construction</td><td>1._____
2._____</td></tr>
<tr><td>BIO-6: Effects on giant garter snake</td><td>BIO-6: Avoid and Minimize Impacts to Giant Garter Snake: The following measures shall be implemented to avoid</td><td>City of</td><td>City of</td><td>1. Confirm that locations of</td><td>1. Design</td><td>1._____</td></tr>
</table>

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
BIO-17: Effects on movement of fish and wildlife and use of breeding sites	or minimize impacts to GGS: • Trenchless construction techniques shall be used to construct the pipeline crossing in potential aquatic habitat for GGS (applicable to Alternatives 1 and 2 only); • Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about GGS and habitat, the species life history, conservation goals, identification of the snake, and procedures to follow in the event of a possible sighting; • Within 24-hours prior to commencement of construction activities, the site shall be inspected by a qualified biologist who is approved by the USFWS. The biologist shall provide the Service with a field report form documenting the monitoring efforts within 24-hours of commencement of construction activities. A qualified biologist shall be on-site during all construction activity within 200 feet of potential habitat for GGS (Survey areas are shown in Attachment A to the MMRP). If a snake is encountered during construction activities, the biologist shall have the authority to stop construction activities until appropriate corrective measures have been completed or it is determined that the snake would not be harmed; • Erosion control materials including silt curtains, silt fencing, and erosion control wattles shall be regularly inspected for entanglement or entrapment of the snake. No erosion control devices containing plastic netting (including photo- or biodegradable plastic netting) shall be used; • Stockpiling of construction materials, portable equipment, vehicles, and supplies shall be restricted to the designated construction staging areas which shall be greater than 200 feet from GGS aquatic habitat; • Clearing of wetland vegetation, if any, shall be confined to the minimal area necessary to construct the pipeline or intake; and • After completion of construction activities, any temporary fill and construction debris shall be removed. Disturbed areas shall be restored to pre-project conditions. Restoration work shall include replanting native emergent vegetation, where appropriate.	Modesto	Modesto USFWS	facilities avoid GGS habitat to the extent feasible through siting and use of trenchless techniques. 2. Confirm that erosion control measures and limitations on staging areas are included in the contract documents. 3. Confirm completion of CEAT and retain sign-in sheet in file. 4. Verify completion of pre-construction surveys 5. Verify submittal of field report to USFWS. 6. Monitor construction activities to verify that measures are implemented during construction. 7. Verify restoration to pre-project conditions Document compliance and retain in the project file.	2. Design 3. Pre-construction 4. Pre-construction 5. Construction 6. Construction 7. Post-construction	2._____ 3._____ 4._____ 5. _____ 6. _____ 7. _____
BIO-8: Effects on western pond turtle BIO-17: Effects on movement of fish and wildlife and use of breeding sites	**BIO-8: Avoid and Minimize Impacts to Western Pond Turtle**: The following measures shall be implemented to avoid or minimize impacts to western pond turtle: • To the extent feasible, trenchless construction techniques shall be used where pipelines cross potential aquatic habitat for western pond turtle; • Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about western pond turtle and their habitat, conservation goals, identification, and procedures to follow in the event of a possible sighting; and • Pre-construction surveys for western pond turtle shall be conducted by a qualified biologist 14 days before and 24 hours before the start of construction activities where suitable habitat exists (Survey are shown in Attachment A to the MMRP). If western pond turtle or their nests are observed during pre-construction surveys, the following measures shall be implemented: o A qualified biologist shall be on site to monitor construction in suitable habitat. If a western pond turtle is present within 50 feet of a construction area, no vegetation clearing or ground disturbing activities shall be conducted until the turtle leaves the area on its own volition. o If western pond turtle nests are identified in the work area during pre-construction surveys, a 100-foot no-disturbance buffer shall be established between the nest and any areas of potential disturbance. Buffers shall be clearly marked with temporary fencing. Construction shall not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist.	City of Modesto	City of Modesto	1. Confirm that locations of facilities avoid aquatic habitat to the extent feasible through siting and use of trenchless techniques. 2. Confirm that limitations on construction in turtle habitat areas are included in the contract documents. 3. Confirm completion of CEAT and retain sign-in sheet in file. 4. Verify completion of pre-construction surveys 5. Verify buffers are established if turtles are found during surveys. 6. Monitor construction activities to verify that measures are implemented as needed during construction. Document compliance and retain in the project file.	1. Design 2. Design 3. Pre-construction 4. 14 days and 24 hours Pre-construction 5. Pre-construction 6. Construction	1._____ 2._____ 3._____ 4._____ 5. _____ 6. _____

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
BIO-9: Effects on burrowing owl BIO-17: Effects on movement of fish and wildlife and use of breeding sites	**BIO-9: Avoid, Minimize, or Compensate for Impacts to Burrowing Owl**: Prior to initiating ground-disturbing activities, surveys for burrowing owls shall be conducted in accordance with protocols established in the Staff Report on Burrowing Owl Mitigation (CDFG 2012 or current version). If ground-disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site shall be resurveyed. If burrowing owls are detected, disturbance to burrows shall be avoided during the nesting season (February 1 through August 31). Buffers shall be established around occupied burrows in accordance with guidance provided in the Staff Report on Burrowing Owl Mitigation, and at the discretion of a qualified wildlife biologist. Buffers around occupied burrows shall be a minimum of 656 feet (200 meters) during the breeding season, and 160 feet (100 meters) during the non-breeding season. Buffer distances shall be subject to the approval of CDFW. If occupied burrows cannot be avoided, passive owl relocation techniques may be implemented outside of the nesting season (February 1 through August 31). Owls would be excluded from burrows within 160 feet of construction by installing one-way doors in burrow entrances. The work area shall be monitored daily for 1 week to confirm owl departure from burrows prior to any ground-disturbing activities. Where possible burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow. If occupied burrows are relocated, the Partners Agencies shall enhance or create burrows in adjacent habitat at a 1:1 ratio (burrows destroyed to burrows enhanced or created) one week prior to implementation of passive relocation techniques. If burrowing owl habitat enhancement or creation takes place, the Partners Agencies shall develop and implement a monitoring and management plan to assess the effectiveness of the mitigation. The plan shall be subject to the approval of CDFW.	City of Modesto	City of Modesto, CDFW	1. Confirm that requirements for burrowing owl protection are included in the contract documents. 2. Verify completion of pre-construction surveys and resurveys, if needed. 3. Verify buffers are established if owls are found during surveys. 4. Verify completion of passive relocation, if needed 5. Verify completion of habitat enhancement, if needed. 6. Monitor construction activities to verify that measures are implemented as needed during construction. 7. Monitor effectiveness of habitat enhancement, if needed. Document compliance and retain in the project file.	1. Design 2. Pre-construction 3. Pre-construction 4. Pre-construction 5. Pre-construction 6. Construction 7. Post-construction	1._____ 2._____ 3._____ 4._____ 5. _____ 6. _____ 7. _____
BIO-10: Effects on tricolored blackbird BIO-17: Effects on movement of fish and wildlife and use of breeding sites	**BIO-10: Avoid and Minimize Impacts to Tricolored Blackbird Nesting Colonies**: The following measures shall be implemented to avoid or minimize impacts to tricolored blackbird: • To the extent feasible, trenchless construction techniques shall be used in areas that support emergent vegetation; • During the breeding season (February 1 through August 31), pre-construction surveys for tricolored blackbird shall be conducted in suitable nesting habitat by a qualified biologist no more than 15 days prior to scheduled work. Suitable nesting habitat includes any of the following: (a) dense vegetation near open water; (b) emergent marsh vegetation, especially cattails and bulrush; (c) thickets of willow, blackberry, wild rose, or thistles; or (d) silage and other grain fields such as sorghum; and • If tricolored blackbird breeding is detected, a 500 foot no-disturbance buffer shall be established around the breeding site. The buffer shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.	City of Modesto	City of Modesto	1. Confirm that locations of facilities avoid emergent vegetation to the extent feasible through siting and use of trenchless techniques. 2. Verify completion of pre-construction surveys. 3. Verify buffers are established if tricolored blackbirds are found during surveys. 4. Monitor construction activities to verify that measures are implemented as needed during construction. Document compliance and retain in the project file.	1. Design 2. Within 15 days Pre-construction 3. Pre-construction 4. Construction	1._____ 2._____ 3._____ 4._____

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
BIO-12: Effects on raptors including special-status species BIO-17: Effects on movement of fish and wildlife and use of breeding sites	**BIO-12: Avoid, Minimize, or Compensate for Impacts to Raptors including Special-status species**: • If ground and vegetation disturbing activities occur between February 1 and September 15, a nesting raptor survey, with a focus on Swainson's hawk and white-tailed kite, shall be conducted in accordance with Recommended Timing and Methodology for Swainson's Hawk Nesting Survey's in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000, or current CDFW guidance). Surveys shall cover a minimum of a 0.5-mile radius around potentially suitable nesting habitat for Swainson's hawk and white-tailed kite (Survey areas are shown in Attachment A to the MMRP). Agricultural lands within 1,000 feet of open-cut construction areas shall be surveyed for northern harrier nests. • If nesting raptors are detected, a no-disturbance buffer shall be established around the nest. Buffers shall be established by a qualified biologist, with consultation with the California Department of Fish and Wildlife, as appropriate. No construction activities shall be initiated within the buffer until fledglings are fully mobile and no longer reliant upon the nest or parental care for survival. Construction must either be started before nests are established, or if nesting birds are already present, construction within the buffer zone would have to be delayed until nesting is done for the season. • If an active Swainson's hawk or white-tailed kite nest is located within a 0.5-mile radius of an active work area, a biologist shall be on site daily to monitor the nest. The biologist shall monitor for behavioral changes that would suggest the birds are stressed by construction activity or the nest may be abandoned. Such behaviors may include excessive vocalization, a startled response coincident with a loud noise or changes in the viewshed, or prolonged absence from the nest by adults. If the biologists determines that nest success may be adversely impacted by construction, then construction shall be discontinued within 0.5 mile of the nest. • Trees that would need to be removed for construction would be surveyed to determine if they are suitable for raptor nesting. • If potential raptor nesting trees are to be removed during construction activities, removal shall take place outside of Swainson's hawk nesting season. Suitable nest trees for raptors shall be replaced at a ratio of 3:1 with appropriate species [e.g., valley oak (Quercus lobata), coast live oak (Q. agrifolia)., Fremont cottonwood (Populus fremontii)]. The trees shall be planted within 5 miles of the removal location, in areas appropriate for raptor nesting, and on land owned or managed by one of the Partner Agencies. If replacement planting is implemented, monitoring shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be 65% survival of all replacement plantings.	City of Modesto	City of Modesto CDFW	1. Confirm that requirements for raptor protection are included in the contract documents. 2. Verify completion of pre-construction surveys of habitat and trees to be removed. 3. Verify buffers are established if raptors are found during surveys. 4. Monitor construction activities to verify that measures are implemented as needed during construction. 5. Confirm replacement of nest trees, if needed. 6. Monitor plantings, if required. Document compliance and retain in the project file.	1. Design 2. Pre-construction 3. Pre-construction 4. Construction 5. Pre-construction 6. 5 years of monitoring after trees are planted	1._____ 2._____ 3._____ 4._____ 5. _____ 6. _____

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
BIO-13: Effects on special-status passerine species and birds protected under the MBTA BIO-17: Effects on movement of fish and wildlife and use of breeding sites	**BIO-13: Avoid and Minimize Impacts to Special-status passerine species and other Birds Protected under the MBTA**: • If ground and vegetation disturbing activities occur between February 1 and September 15, a survey for nesting birds shall be conducted within a 500-ft radius of the construction area. If nests are detected, buffers around nests shall be established. No-disturbance buffers around special-status passerine nests shall be 500 feet and 250 feet for non-listed birds protected under the MBTA and Fish and Game Code sections 3503 and 3513, unless a qualified CDFW biologist determines that smaller buffers shall be sufficient to minimize impacts to nesting birds. Factors to be considered for determining buffer size shall include: the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffers shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival. • Prior to commencing a crossing(s) of the San Joaquin River the Project Partners shall conduct surveys for LBV in accordance with USFWS' Least Bell's Vireo Survey Guidelines (USFWS 2011a). If LBV are detected during the surveys, the Project Partners shall consult with the USFWS to determine appropriate avoidance measures. The performance standard for avoidance shall be no potential impacts to an established LBV nest. This shall be accomplished by establishing a no-disturbance buffer around the active nest. The no-disturbance buffer shall be a minimum of 500 feet, but may be larger depending on site specific conditions and consultation with USFWS.	City of Modesto	City of Modesto CDFW USFWS	1. Confirm that requirements for nesting bird protection are included in the contract documents. 2. Verify completion of pre-construction surveys of habitat and trees to be removed. 3. Verify buffers are established if nesting birds are found during surveys. 4. Monitor construction activities to verify that measures are implemented as needed during construction. 5. Verify completion of LBV surveys. 6. Verify consultation with USFWS, if LBV are found during surveys 7. Verify avoidance measures approved by USFWS are implemented. Document compliance and retain in the project file.	1. Design 2. Pre-construction 3. Pre-construction 4. Construction 5. Pre-construction 6. Pre-construction 7. Pre-construction	1._____ 2._____ 3._____ 4._____ 5. _____ 6. _____ 7. _____
BIO-14: Effects on special-status mammals	**BIO-14a: Avoid and Minimize Impacts to San Joaquin kit fox**: • Project-related activities will avoid affecting the alkali scrub/flat habitat in the action area. Avoidance is defined as no direct or indirect effects to habitat. • A qualified biologist will conduct preconstruction surveys no less than 14 days and no more than 30 days before the commencement of activities to identify potential dens more than 5 inches in diameter within 200 feet of ground disturbing activities. The Project Partners will implement USFWS' (2011b) Standardized Recommendations for Protection of San Joaquin Kit Fox Prior to or During Ground Disturbance. The Project Partners will notify USFWS in writing of the results of the preconstruction survey within 30 days after these activities are completed. • If potential dens are located within the proposed work area and cannot be avoided during construction activities, a USFWS-approved biologist will determine if the dens are occupied. If occupied dens are present within the proposed work, their disturbance will be avoided. Exclusion zones will be implemented following the most current USFWS procedures (currently USFWS 2011b). The Project Partners will notify USFWS immediately if a natal or pupping den is found in the survey area, and will present the results of pre-activity den searches within 5 days after these activities are completed and before the start of construction activities in the area.	City of Modesto	City of Modesto USFWS	1. Confirm that requirements for habitat avoidance and kit fox protection are included in the contract documents. 2. Verify completion of pre-construction surveys of kit fox habitat. 3. Verify notification of USFWS. 4. Verify completion of occupancy surveys 5. Verify establishment of exclusions zones if kit fox dens are found. 6. Verify consultation with USFWS, if natal or pupping den is found Document compliance and retain in the project file.	1. Design 2. 14 to 30 days Pre-construction 3. Within 30 days of completion of surveys 4. Pre-construction 5. Pre-construction 6. Within 5 days of completion of surveys	1._____ 2._____ 3._____ 4._____ 5. _____ 6. _____

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BIO-15: Effects on riparian habitat and other sensitive natural communities BIO-16: Effects on federally protected wetlands BIO-18: Conflict with local ordinances or policies protecting biological resources	**BIO-16a: Avoid and Minimize Impacts to Federally Protected Wetlands**: **To the extent feasible, project-related activities shall avoid federally protected wetlands. To the extent feasible, the proposed project shall minimize potential impacts to federally protected wetlands by utilizing trenchless construction techniques. A SWPPP shall be implemented to reduce the potential for sediments and contaminants to enter wetlands and waters. After construction, surface topography and drainage shall be restored to pre-construction conditions. Where appropriate, revegetation shall be implemented with site-adapted native species.**	City of Modesto	City of Modesto, USACE	1. Confirm that facilities are sited to avoid wetlands 2. Confirm that SWPPP addresses protection of wetlands and waters. 3. Confirm restoration of drainages to pre-construction conditions	1. Design 2. Pre-construction 3. Construction	1._____ 2._____ 3._____
BIO-15: Effects on riparian habitat and other sensitive natural communities BIO-16: Effects on federally protected wetlands	**BIO-16b: Obtain Regulatory Permits for Work Activities Taking Place in Wetlands and Waters of the United States and the State**: Work within areas defined as waters of the U.S. that includes placement of fill will require a CWA Section 404 permit and Section 401 Water Quality Certification. All work proposed in jurisdictional waters of the U.S. shall be authorized under these permits, and the work shall comply with the general and regional conditions of the permits. In areas where disturbance to jurisdictional waters or wetlands occurs, the Partner Agencies shall implement mitigation consistent with the terms of a CWA Nationwide Permit and/or the Final Rule on Compensatory Mitigation for Losses of Aquatic Resources (73 C.F.R. 19594). Compensatory mitigation may include creation, re-establishment, or enhancement of wetlands in the Project Area or at an off-site location. Compensatory mitigation may also include purchase of credits at an approved mitigation bank or contribution to an approved in-lieu fee program.	City of Modesto	City of Modesto USACE	1. Confirm permit requirements are included in the contract documents 2. Confirm permit has been obtained. 3. Confirm mitigation required by permit has been implemented.	1. Design 2. Pre-construction 3. Pre-construction	1._____ 2._____ 3._____
BIO-CUM-2: Effects on fish species and their habitats	**BIOCUM-1: Assistance with Salmonid Recovery Plan Actions**: The NVRRWP Project Partners would work with Reclamation and with resource agencies, including NMFS, USFWS, and CDFW to assist in implementation the following recovery actions from the Recovery Plan for Central Valley Chinook Salmon and Steelhead. • Implement projects that improve wastewater treatment in the San Joaquin River watershed. The NVRRWP as designed would reduce the input of nutrients and salinity to the San Joaquin River, and as such the proposed project already addresses this recovery action. • Develop and implement a spawning gravel augmentation plan in the San Joaquin River. The NVRRWP Project Partners would make a cash contribution to an existing restoration program or organization working to augment spawning gravels. The funding could assist in programs being implemented as part of Reclamation's San Joaquin River Restoration Program, the USFWS Anadromous Fish Restoration Program, or other relevant restoration program.	City of Modesto	City of Modesto USFWS NMFS CDFW	1. Confirm funding has been provided to recovery program.	1. Pre-construction	1._____
Cultural Resources						
CUL-1: Substantial adverse change in the significance of a unique archaeological resource or disturb any human remains, including those interred outside of formal cemeteries. CUL-2: Cause a substantial adverse change in the significance of a historical resource	**CUL-1a: Discovery of previously unknown archaeological resources during construction**: The following measures shall be implemented in the event of unexpected discovery of archaeological resources: • The project proponent shall note on any construction plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources. • The Partner Agencies shall retain a Professional Archaeologist to provide a pre-construction briefing to supervisory personnel of any excavation contractor to alert them to the possibility of exposing significant prehistoric archaeological resources within the study area. The briefing shall discuss any archaeological objects that could be exposed, the need to stop excavation at the discovery, and the procedures to follow regarding discovery protection and notification of the project proponent and archaeological team. • The project proponent shall retain a Professional Archaeologist on an "on-call" basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. The archaeologist shall review and evaluate any discoveries to determine if they	City of Modesto	City of Modesto Reclamation	1. Confirm that the contract documents include measures requiring appropriate handling of inadvertent discoveries 2. Confirm that construction personnel have attended training. Retain sign-in sheet in project file 3. Confirm that on-call archaeologist has been retained. 4. If cultural resources are discovered, confirm that construction is halted and	1. Design 2. Pre-construction 3. Pre-construction 4. Construction	1._____ 2._____ 3._____ 4._____

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
	are historical resource(s) and/or unique archaeological resources under CEQA. • If cultural resources are encountered during the project, construction personnel shall avoid altering these materials and their context until a Professional Archaeologist has evaluated the situation. Project personnel shall not collect or retain cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, and pestles; and dark, friable soil containing shell and bone, dietary debris, heat-affected rock, or human burials. Historical resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits, often in old wells and privies. • If the Professional Archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the Partner Agencies and other appropriate parties of the evaluation and recommended measures to mitigate effects to a less-than significant impact. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the U.S. Bureau of Reclamation and other lead agencies. • Any identified cultural resources shall be recorded on forms DPR 422 (archaeological sites) and/or DPR 523 (historic properties) or similar forms by a Professional Archaeologist.			appropriate measures are taken.		
CUL-1: Substantial adverse change in the significance of a unique archaeological resource or disturb any human remains, including those interred outside of formal cemeteries.	**CUL-1b: Discovery of human burials during construction**: The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity within the project shall comply with applicable State laws. This shall include immediate notification of the Stanislaus County Coroner (Stanislaus County Sherriff's Office). In the event of the coroner's determination that the human remains are Native American, notification of the Native American Heritage Commission (NAHC) is required. The NAHC shall be notified by phone within 24 hours of the discovery and shall be afforded the opportunity to appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archaeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the project will follow PRC Section 5097.98(b) which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."	City of Modesto	City of Modesto County Coroner NAHC	1. Confirm appropriate notifications have occurred if human burials are encountered. 2. Confirm human remains have been accorded appropriate treatment	1. Construction 2. Construction.	1._____ 2._____
CUL-3: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature	**CUL-3: Discovery of paleontological resources during construction**: If paleontological resources are discovered during earthmoving activities, the construction crew would immediately cease work near the find. In accordance with Society of Vertebrate Paleontology guidelines (Society of Vertebrate Paleontology 2010), a qualified paleontologist would assess the nature and importance of the find and recommend appropriate salvage, treatment, and future monitoring and mitigation.	City of Modesto	City of Modesto	1. If resources are found confirm work is stopped and appropriate measures are taken.	1. Construction .	1._____
Geology, Soils, and Seismicity						

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
GEO-1: Facility damage and exposure of people to hazards from strong seismic groundshaking	**GEO-1: Perform Design-Level Geotechnical Evaluations for Seismic Hazards**: During the design phase for the proposed project, perform site-specific, design-level geotechnical evaluations to identify potential secondary ground failure hazards (i.e., seismically-induced settlement) associated with the expected level of seismic ground shaking. A geotechnical memorandum shall be prepared to detail the findings of the evaluations. The geotechnical analysis will provide recommendations to mitigate those hazards in the final design and, if necessary, during construction. The design-level geotechnical evaluations, based on the site conditions, location, and professional opinion of the geotechnical engineer, may include subsurface drilling, soil testing, and analysis of site seismic response to determine appropriate feasible measures to be incorporated into the project design. The performance standard to be used in the geotechnical evaluations will be minimization of the hazards associated with liquefaction and seismic groundshaking. The geotechnical engineer will review the seismic design criteria of facilities to ensure that facilities are designed to withstand the highest expected peak acceleration, set forth by the California Building Code for each site, and ensure that secondary ground failures, such as liquefaction, are minimized. Recommendations resulting from findings of the geotechnical study will be incorporated into the design and construction of proposed facilities.	City of Modesto	City of Modesto	1. Confirm geotechnical evaluations have been completed 2. Confirm that contract documents include recommendations of geotechnical study.	1. Design 2. Design.	1._____ 2._____
GEO-2: Facility damage and exposure of people to hazards from liquefaction and lateral spreading	**GEO-2: Perform Design-Level Geotechnical Evaluations for Soil Expansion**: During the design phase for all components of the project, a design-level geotechnical evaluation to determine the presence and characteristics of potentially compressible and expansive soils, the engineering properties of the foundation material, and the depth and thickness of soil layers will be completed. The results of the investigations will include measures that would reduce soil expansion to a less-than-significant level. Feasible mitigation measures could include removal and replacement of soil, deep foundations, or deep mixing of compressible or expansive soils with stabilizing agents. All mitigation measures included in the geotechnical evaluation will be incorporated into the project design specifications.	City of Modesto	City of Modesto	1. Confirm geotechnical evaluations have been completed 2. Confirm that contract documents include recommendations of geotechnical study.	1. Design 2. Design.	1._____ 2._____
Hazards and Hazardous Materials						
HAZ-1: Create a Hazard through Reasonably Foreseeable Upset and Accident Conditions Involving Release of Hazardous Materials into the Environment HAZ-3: Conflict with Any Adopted Emergency Response Plan or Emergency Evacuation Plan	**HAZ-1a: Hazardous Materials Management and Spill Prevention Control Plan**: Prior to the start of construction, the construction contractor shall be required to prepare a Hazardous Materials Management Spill Prevention and Control Plan that includes a project-specific contingency plan for hazardous materials and waste operations. The Plan shall be applicable to construction activities, and shall establish policies and procedures according to applicable codes and regulations, including but not limited to the California Building and Fire Codes, and federal and California Occupational Safety and Health Administration (OSHA) regulations. Elements of the Plan shall include, but not be limited to, the following: • A discussion of hazardous materials management, including delineation of hazardous material storage areas, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas; • Notification and documentation of procedures; and • Spill control and countermeasures, including employee spill prevention/response training.	City of Modesto	City of Modesto	1. Confirm requirement for Hazardous Materials Management Spill Prevention and Control Plan is included in the contract documents 2. Confirm contractor has prepared Plan 3. Confirm that plan is implemented	1. Design 2. Pre-construction 3. Construction	1._____ 2._____ 3._____
HAZ-2: Expose People or Structures to a Significant Risk of Loss, Injury or Death Involving Wildland Fires HAZ-3: Conflict with Any Adopted Emergency Response Plan or Emergency Evacuation Plan	**HAZ-2: Prevention of Fire Hazards**: During construction of the proposed project, the construction contractor shall require staging areas, welding areas, or areas slated for construction be cleared of dried vegetation or other materials that could ignite. Construction equipment that includes a spark arrestor shall be maintained in good working order. **In addition, construction crews shall have a spotter during welding activities to look out for potentially dangerous situations, such as accidental sparks. Other construction equipment shall be kept in good working order and used only within cleared construction zones. During construction of the proposed project, contractors shall require vehicles and crews working at the project site to have access to functional fire extinguishers.**	City of Modesto	City of Modesto	1. Confirm requirements for fire prevention are included in the contract documents 2. Confirm that measures are implemented	1. Design 2. Construction	1._____ 2._____
Hydrology and Water Quality						

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
HYD-1: Violation of Water Quality Standards and/or Waste Discharge Requirements (Due to Construction Activities)	**HYD-1a: Comply with the Construction General Permit**: To minimize the impacts to water quality from construction activities, the proposed project shall implement measures contained in the Construction General Permit including the development of a SWPPP.	City of Modesto	City of Modesto	1. Confirm requirement for SWPPP is included in the contract documents 2. Confirm preparation of SWPPP	1. Design 2. Pre-construction	1._____ 2._____
HYD-1: Violation of Water Quality Standards and/or Waste Discharge Requirements (Due to Construction Activities)	**HYD-1b: Implement BMPs to Control Erosion and Sediment During Construction**: The SWPPP shall specify that all construction activities shall implement multiple BMPs to provide effective erosion and sediment control. These BMPs shall be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable. BMPs to be implemented as part of this mitigation measure shall include, but are not limited to, the following measures: • Temporary erosion control measures, such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover, shall be employed for disturbed areas; • Dirt and debris shall be swept from paved streets in the construction zone on a regular basis, particularly before predicted rainfall events; • Grass or other vegetative cover will be re-established on unpaved areas of the construction site as soon as possible after disturbance. In paved areas, any removed paving will be replaced as soon as possible; and • Soil stockpiling sites will be located such that they do not drain directly into the San Joaquin River or irrigation canals. Multiple BMPs used in combination, properly installed and maintained, can achieve significant sediment removal. BMPs proposed by the project contractor shall be subject to approval by the project proponent, and the project proponent shall require that all parties performing construction under the proposed project incorporate into contract specifications the requirement that the contractor(s) comply with and implement these provisions. The contractor shall also include provisions for monitoring during and after construction activities to verify that these standards are met.	City of Modesto	City of Modesto	1. Review and approve SWPPP 2. Confirm implementation of BMPs	1. Pre-construction 2. Construction	1._____ 2._____
HYD-1: Violation of Water Quality Standards and/or Waste Discharge Requirements (Due to Construction Activities)	**HYD-1c: Comply with the General Order for Dewatering or Other Appropriate NPDES Permit**: To minimize the impacts to water quality from dewatering activities, the proposed project shall implement measures contained in the General Order for Dewatering or other appropriate NPDES permit or Waste Discharge Requirement.	City of Modesto	City of Modesto	1. Confirm requirement for permit is included in the contract documents 2. Confirm permit obtained	1. Design 2. Pre-construction	1._____ 2._____
Noise						
NOI-1: Temporary Construction-Related Noise Increases	**NOISE-1: Noise Reduction Measures**: To reduce the impact of noise from construction activities the following measures shall be implemented to the extent feasible: • Construction activities shall be limited to the hours of 7:00 am to 7:00 pm, Monday to Friday. • Construction staging areas shall be as far as possible from existing residences. • Construction equipment noise shall be minimized during project construction by muffling and shielding intakes and exhaust on construction equipment per the manufacturers' specifications and by shrouding or shielding impact tools. All equipment shall have sound-control devices no less effective than those provided by the manufacturer. • All stationary noise generating construction equipment shall be placed as far away as possible from sensitive receptors on in an orientation minimizing noise impacts (e.g. behind barriers or storage piles).	City of Modesto	City of Modesto	1. Confirm noise reduction measures are included in the contract documents 2. Confirm measures are implemented during construction	1. Design 2. Construction	1._____ 2._____
Public Services and Utilities						

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
PUB-4: Temporary disruption of utilities or services due to construction-related activities	**PUB-4: Coordinate Relocation and Interruptions of Service with Utility Providers during Construction**: The construction contractor shall be required to verify the nature and location of underground utilities before the start of any construction that would require excavation. The contractor shall be required to notify and coordinate with public and private utility providers at least 48 hours before the commencement of work adjacent to any utility. The contractor shall be required to notify the service provider in advance of service interruptions to allow the service provider sufficient time to notify customers. The contractor shall be required to coordinate timing of interruptions with the service providers to minimize the frequency and duration of interruptions.	City of Modesto	City of Modesto	1. Confirm noise utility measures are included in the contract documents 2. Confirm utilities are located 3. Confirm contractor coordination with utility providers.	1. Design 2. Pre-construction 3. Construction	1._____ 2._____ 3._____
Transportation						
TR-1: Temporary Lane and Road Closures and Potential for LOS Degradation TR-2: Potential Impacts on Public Transit, Bicycle, and Pedestrian Uses of Affected Roadways TR-3: Interference with Emergency Access and Circulation TR-4: Impacts to Traffic and Circulation from Trip Generation TR-5: Damage to Driveways from Open Trench Excavation	**TR-1: Implement a Construction Management Plan to Minimize Interference with Traffic and Emergency Response Hazards**: The Partner Agencies (DPWD, the City of Modesto, and the City of Turlock) or the construction contractor, in consultation with the County, will prepare and implement a Traffic Management Plan (TMP). The Partner Agencies will be responsible for ensuring that the plan is adequately developed and implemented. The Partner Agencies will provide the TMP to the Stanislaus County Department of Public Works and Caltrans. The TMP will include recommended traffic-control and traffic-reduction measures as identified in the Transportation Management Plan Guidelines issued by the Division of Traffic Operations Office of System Management Operations (Caltrans 2009). The Partner Agencies will require all traffic-control or traffic-reduction measures described in the TMP to be implemented. In addition, to the extent feasible, construction-related traffic and any temporary road closures shall be scheduled during non-peak traffic periods. The measures included in the TMP shall be consistent with any applicable guidelines outlined in the Standard Specifications for Public Works Construction, the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices, and the Work Area Traffic Control Handbook. The plan will include the following items: • Definition of location and timing of any temporary lane or roadway closures; • Identification and provision for circumstances requiring the use of temporary traffic control measures, such as flag persons, warning signs, lights, barricades, and cones to provide safe work areas in the vicinity of the project site or along the haul routes, including for narrow roadway segments, and to warn, control, protect, and expedite vehicular, bicycle, and pedestrian traffic and access by emergency responders; • Implementation of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak-hour traffic, placement of detour signs (if required), lane closure procedures (if required), flaggers (if required), placement of cones for drivers, and designated construction access routes and access points; • Notification to adjacent property owners, transit agencies and public safety personnel regarding when major deliveries, detours, and lane closures will occur; • Measures to address the potential for construction-related traffic to impede emergency response vehicles and a specific training and information program for construction workers to ensure awareness of emergency procedures for project-related accidents; • Identification of haul routes for movement of construction vehicles that will minimize impacts on vehicular and pedestrian traffic and circulation and safety, and provision for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected by the Partner Agencies in coordination with the construction contractor; • Consideration of other projects in the vicinity that could also affect the same roadways as the project; • Development of a process for responding to and tracking complaints pertaining to construction activity, including identification of an onsite complaint manager; and • Documentation of road pavement conditions for all routes that would be used by construction vehicles both	City of Modesto	City of Modesto, Stanislaus County Department of Public Works, Caltrans	1. Confirm requirement for TMP is included in the contract documents 2. Review and approve TMP, and confirm submittal to Stanislaus County Department of Public Works and Caltrans 3. Confirm measures are implemented during construction	1. Design 2. Pre-construction 3. Construction	1._____ 2._____ 3._____

Impact Statement	Mitigation Measure (Exact Text)	Party Responsible for Implementation and Reporting	Review and Approval by:	Monitoring and Reporting Actions	Implementation Schedule -Design -Pre-construction -Construction -Operation	Verification: Status/ Date Completed/ Initials
	before and after project construction. Roads damaged by construction vehicles will be repaired to the level at which they existed before project construction.					
TR-5: Damage to Driveways from Open Trench Excavation BIO-17: Effects on movement of fish and wildlife and use of breeding sites	**TR-2: Install Temporary Trench Plates Over Open Trenches**: **During construction of the pipeline, temporary trench plates will be installed over open trenches** at the end of each work day.	City of Modesto	City of Modesto	1. Confirm requirement for temporary trench plating is included in the contract documents 2. Confirm plating is installed at the end of each work day.	1. Design 2.. Construction	1._____ 2._____

Agency Abbreviations: CDFW=California Department of Fish and Wildlife, NAHC=Native American Heritage Commission, NMFS=National Marine Fisheries Services, SJCVAPCD=San Joaquin Valley Air Pollution Control District, USFWS=U.S. Fish and Wildlife Services, USACE=U.S. Army Corps of Engineers

BIOLOGICAL RESOURCES SURVEY AREAS

Table 3.4-3 from the Draft EIR/EIS lists areas where surveys for special-status species will be performed, and Figure 3.4-1 from the Draft EIR/EIS shows survey areas by station number. Survey areas are shown only for the Combined Alignment Alternative (Alternative 1), which has been selected as the Preferred Alternative in the Final EIR. The other two alternatives, the Separate Alignment Alternative (Alternative 2) and the Patterson Irrigation District Conveyance Alternative (Alternative 3) are not included in the table or figure showing survey areas. Sheets 12 through 17 from Draft EIR/EIS Figure 3.4-1, which showed the portion of the pipeline from the Turlock discharge location to the Delta-Mendota Canal, are thus not included in the survey areas.

Table 3.4-3: Survey Area for Special-Status Species and Sensitive Biological Resources

Mitigation Measure	Species	Location (Station Number)	Timing of Surveys
BIO-1b: Special-Status Plant Species	Alkali milkvetch (*Astragalus tener var. tener*) heartscale (*Atriplex cordulata*) brittlescale (*Atriplex depressa*) lesser saltscale (*Atriplex minuscula*) vernal pool smallscale (*Atriplex persistens*) Hispid bird's beak (*Chloropyron molle* ssp. *hispidum*) slough thistle (*Cirsium crassicaule*) San Joaquin spearscale (*Extriplex joaquiniana*) prostrate vernal pool navarretia (*Navarretia prostrata*)	553+00 to 563+00	Within 1 year prior to construction and during appropriate bloom periods
BIO-1b: Special-Status Plant Species	slough thistle (*Cirsium crassicaule*) Sanford's *arrowhead* (*Sagittaria sanfordii*)	335+00 to 345+00 373+00 to 376+00 436+00 to 438+00 563+00 to 564+00 Harding Drain	
BIO-3b: Minimize or Compensate for Impacts to Valley Elderberry Longhorn Beetle	Elderberry plants/Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus)*	Within 200 feet of all open-cut construction areas	No greater than two years and no less than 120 days prior to construction.
Bio-6: Avoid and Minimize Impacts to Giant Garter Snake	Giant garter snake (*Thamnophis gigas*)	Within 200 feet of: 335+00 to 345+00 373+00 to 376+00 436+00 to 438+00 563+00 to 564+00 Harding Drain	24 hours prior to construction and monitoring during construction within 200 feet of potential aquatic habitat.
Bio-8: Avoid and Minimize Impacts to Western Pond Turtle	Western pond turtle (*Actinemys marmorata*)	335+00 to 345+00 373+00 to 376+00 436+00 to 438+00 563+00 to 564+00 Harding Drain	14 days and 24 hours (survey twice)
Impact Bio-9: Avoid, Minimize, or Compensate for Impacts to Burrowing Owl	Burrowing owl (*Athene cunicularia*)	Open-cut construction areas	At least 24 hours but no more than 30 days
Impact Bio-10: Avoid and Minimize Impacts to Tricolored Blackbird Nesting Colonies	Tricolored blackbird (*Agelaius tricolor*)	Agricultural fields planted with silage or grain 320+00 to 345+00 373+00 to 376+00 436+00 to 438+00 563+00 to 564+00 Harding Drain	Within 15 days of construction for activities occurring between Feb.1 – Aug. 31
BIO-12: Avoid, Minimize, or Compensate for Impacts to Raptors including Special-status species	Swainson's hawk (*Buteo swainsoni*) White-tailed kite (*Elanus leucurus*)	0.5-mile radius from: San Joaquin River Turlock-Modesto Link Segment	See: *Recommended Timing and Methodology for Swainson's Hawk Nesting Survey's in California's Central Valley*
	Northern harrier (*Circus cyaneus*)	1,000-foot radius from all construction areas	
	Non-listed raptors	0.5-mile radius from all construction areas	
BIO-13: Avoid and Minimize Impacts to	Special-status passerines including least Bell's vireo (*Vireo bellii pusillus*)	Protocol surveys for least Bell's vireo in San Joaquin River crossing (s), and	For least Bell's vireo. see: Least Bell's Vireo Survey Guidelines

Mitigation Measure	Species	Location (Station Number)	Timing of Surveys
Special-status passerine species and other Birds Protected under the MBTA	Non-listed, MBTA protected passerines	500-foot radius from all construction areas.	(USFWS 2011a). At least 24 hours before construction for activities occurring between Feb.1 – Sept. 15 for other passerines
BIO-14: Avoid and Minimize Impacts to San Joaquin kit fox	San Joaquin kit fox (*Vulpes macrotis mutica*)	Within 200 feet of all construction areas	No less than 14 days and no more than 30 days prior to construction

Figure 3.4-1: Biological Study Area (1 of 11)

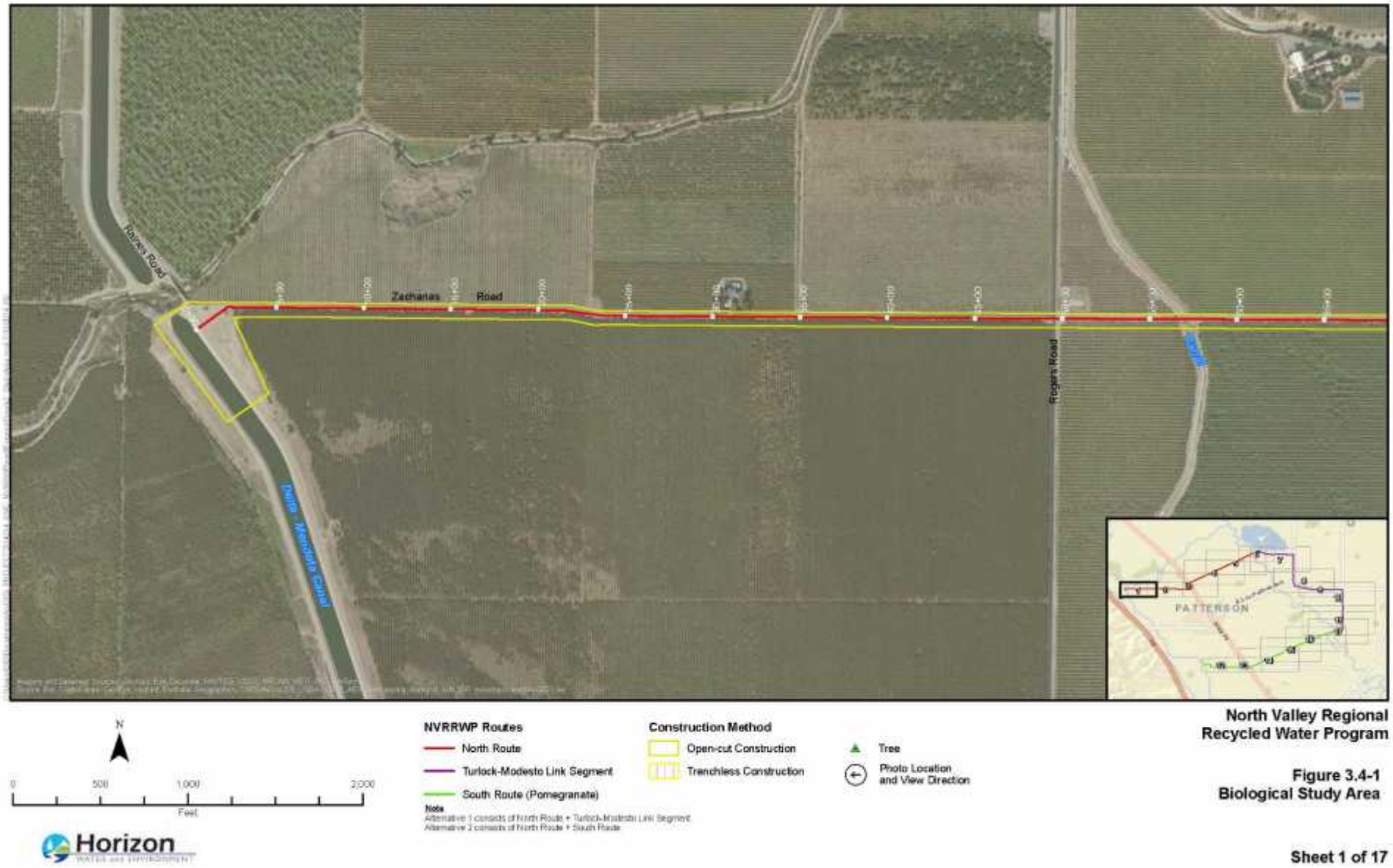

Figure 3.4-1: Biological Study Area (2 of 11)

Figure 3.4-1: Biological Study Area (3 of 11)

Figure 3.4-1: Biological Study Area (4 of 11)

Figure 3.4-1: Biological Study Area (5 of 11)

Figure 3.4-1: Biological Study Area (6 of 11)

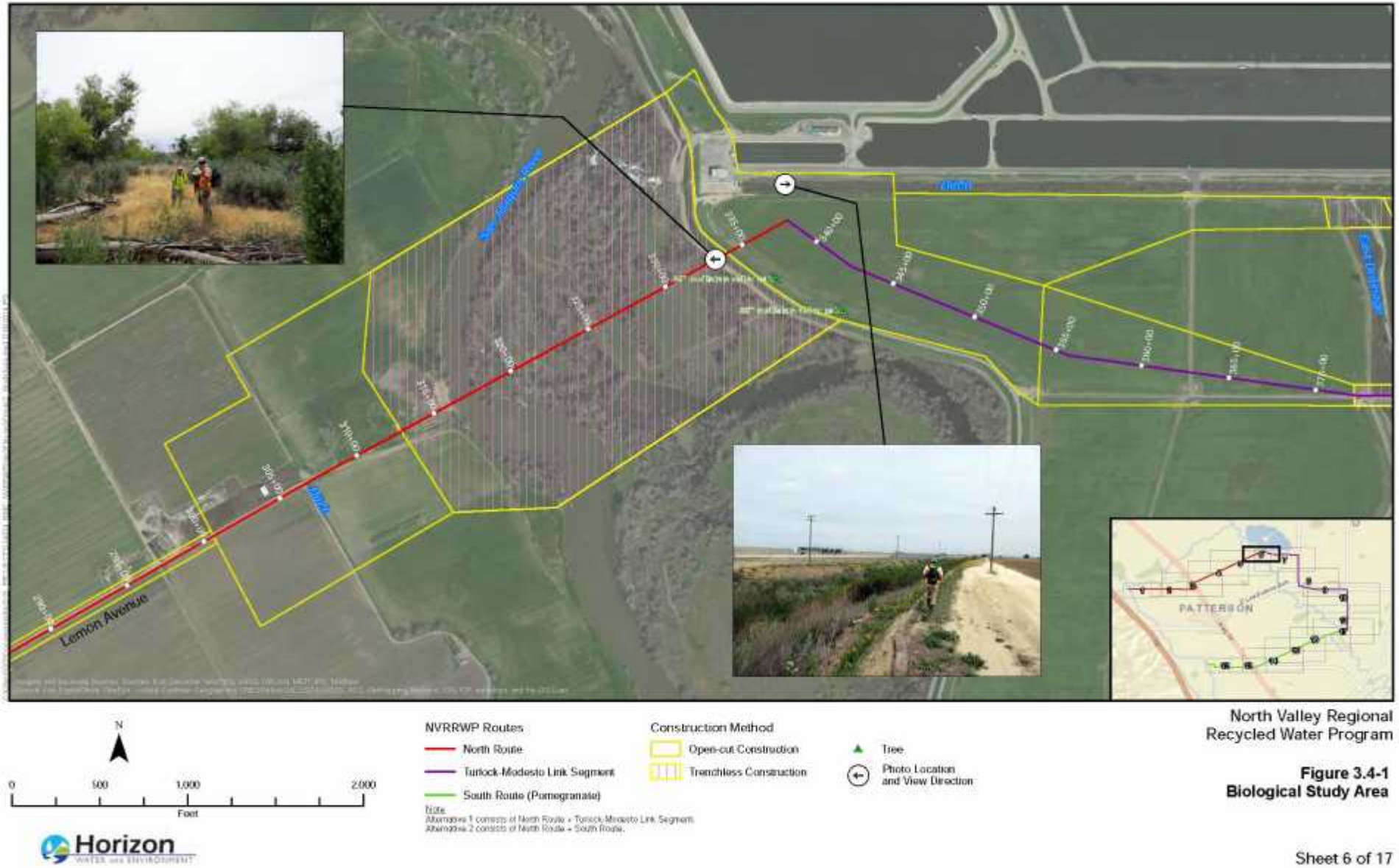

Figure 3.4-1: Biological Study Area (7 of 11)

N

0 500 1,000 2,000
Feet

Horizon
WATER and ENVIRONMENT

NVRRWP Routes
- North Route
- Turlock-Modesto Link Segment
- South Route (Pomegranate)

Note
Alternative 1 consists of North Route + Turlock-Modesto Link Segment.
Alternative 2 consists of North Route + South Route

Construction Method
- Open-cut Construction
- Trenchless Construction

- Tree
- Tricolored Blackbird breeding colony
  Source: UC Davis 2014
- Photo Location and View Direction

North Valley Regional Recycled Water Program

Figure 3.4-1
Biological Study Area

Sheet 7 of 17

Figure 3.4-1: Biological Study Area (8 of 11)

Figure 3.4-1: Biological Study Area (9 of 11)

N

0 500 1,000 2,000
Feet

NVRRWP Routes
North Route
Turlock-Modesto Link Segment
South Route (Pomegranate)

Construction Method
Open-cut Construction
Trenchless Construction

Tree
Photo Location and View Direction

Note
Alternative 1 consists of North Route + Turlock-Modesto Link Segment.
Alternative 2 consists of North Route + South Route

Horizon WATER and ENVIRONMENT

North Valley Regional Recycled Water Program

Figure 3.4-1
Biological Study Area

Sheet 9 of 17

Figure 3.4-1: Biological Study Area (10 of 11)

N

0 500 1,000 2,000
Feet

Horizon
WATER and ENVIRONMENT

NVRRWP Routes
North Route
Turlock-Modesto Link Segment
South Route (Pomegranate)

Construction Method
Open-cut Construction
Trenchless Construction

Tree
Photo Location and View Direction

Note:
Alternative 1 consists of North Route + Turlock-Modesto Link Segment.
Alternative 2 consists of North Route + South Route.

North Valley Regional Recycled Water Program

Figure 3.4-1
Biological Study Area

Sheet 10 of 17

Figure 3.4-1: Biological Study Area (11 of 11)

N

0 500 1,000 2,000
Feet

Horizon WATER and ENVIRONMENT

NVRRWP Routes
- North Route
- Turlock-Modesto Link Segment
- South Route (Pomegranate)

Construction Method
- Open-cut Construction
- Trenchless Construction

Tree

Photo Location and View Direction

Note:
Alternative 1 consists of North Route + Turlock-Modesto Link Segment;
Alternative 2 consists of North Route + South Route.

North Valley Regional Recycled Water Program

Figure 3.4-1
Biological Study Area

Sheet 11 of 17

8E

Council Synopsis

August 11, 2015

From: Gary Soiseth, Mayor

Prepared by: Kellie Weaver, City Clerk/Exec. Asst. to City Manager

Agendized by: Gary Soiseth, Mayor

1. ACTION RECOMMENDED:

Motion: Approving a Gift Agreement for Turlock Mayor's Office Public Policy Award between the City of Turlock; California State University, Stanislaus; and the California State University, Stanislaus Foundation, and authorizing the Mayor to execute all related documents and agreements

2. DISCUSSION OF ISSUE:

City of Turlock Mayor Gary Soiseth approached the University in Spring 2015 to explore options for redirecting his mayoral stipend in a way that would benefit University students and the City the Turlock. Mayor Soiseth collaborated with California State University, Stanislaus staff to develop the idea of establishing an annual student competition, known as the 'Special Research Competition for Public Policy Awards/"Mayor's Award".'

Mayor Soiseth's intention is to simply name the award, "Mayor's Award", in the hope that the award continues long past his time as Mayor and that the possibility for mayors of neighboring cities desiring to participate remains open.

The City of Turlock Mayoral Office will work with the Dean of the College of Arts, Humanities, and Social Sciences (CAHSS) and designee(s) to conduct this annual competition and a recognition banquet. Information related to the competition (Exhibit A), including protocols for paper submission, criteria for judging, awarding of monetary prizes, and oversight of the recognition banquet have been developed and agreed to independently from the Gift Agreement discussed below (Exhibit B).

The purpose of the gift agreement (the "Agreement") is to document the mutual understanding of the City of Turlock Mayoral Office (the "Donor"), on the one hand, and California State University, Stanislaus (the "University") and the California State University, Stanislaus Foundation (the "Foundation"), on the other hand, regarding the ***Turlock Mayor's Office Public Policy Award.*** Upon

the receipt of the Gift, the Foundation will establish a current-use campus program fund (the "Fund"). The Agreement will be made a part of the Foundation's records and is intended as a guide to those who will administer the Agreement in the future.

3. BASIS FOR RECOMMENDATION:

A. Agreements must be approved by Council.

Strategic Plan Initiative: Not specifically identified within the City Strategic Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No direct fiscal impact to the City of Turlock. Source of funding is an ongoing donation by Mayor Soiseth's of his mayoral stipend.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve agreement.

B. Modify agreement.

EXHIBIT A

CSU Stanislaus and the City of Turlock Mayor's Office
Special Research Competition for Public Policy Awards / "Mayor's Award"

CSU Stanislaus students will compete for a Turlock Mayor's Office Public Policy Award ("Mayor's Award") in two stages:

- ***First stage:*** *Identify a serious and pressing public policy issue facing local communities in our region; design a research project to help community leaders understand and address key facets of the problem.*
- ***Second stage:*** *Develop and conduct the research project to investigate the issue in depth; conduct an analysis of your research findings and recommend a public policy solution to address the issue.*
- *Funding will be awarded on a competitive basis to support the development and implementation of research projects. These projects should aim to produce concrete proposals for public policy solutions to challenging issues or problems facing local communities.*
- *Open to all undergraduate and graduate students at CSU Stanislaus (all majors are eligible).*
- *Choice of specific research question and project focus is determined by the student.*
- *Projects can be individual or collaborative in nature.*

Call for Research Proposals

The City of Turlock Mayor Gary Soiseth's Office and California State University Stanislaus invite research proposals from undergraduate and graduate students currently enrolled at CSU Stanislaus focused on compelling public policy questions confronting local communities in the San Joaquin Valley. The subject matter of these research projects must address issues of serious and pressing importance to the region, rising to a level of public concern. Examples of relevant areas of concern might include economic or social inequalities, water policy, homelessness, police-community relations, access to social services, illegal immigration, public transportation, family justice issues, at-risk youth, civic investment priorities, and numerous other political, civic, social, or economic issues at the forefront of public policy debates regionally.

Research proposals will be reviewed through a competitive process. Each winning proposal will receive funding to assist in the implementation of the proposed research activity. Submissions will be subject to rigorous peer-review by a committee comprised of faculty and local community leaders. Due to the challenging nature of these projects, those selected as Mayor's Award scholars will be strongly encouraged to enlist a faculty mentor and receive academic credit via supervised Individual Study (4980 or 5980). Mayor's Award scholars chosen to implement their research projects will be publically acknowledged and celebrated at a recognition banquet featuring brief symposium presentations and public discussion of their award winning research projects.

Submission Requirements

Research proposals are due **October 2015**. *Address submission materials to:* Dr. Stephen Routh, Department of Political Science and Public Administration, CSU Stanislaus. *[Email submissions: srouth@csustan.edu]*

Research proposals submitted for review should not exceed 1000 words (four-to-five double-spaced pages) and will be evaluated in reference to the following elements:

- **Specific Research Question and Focus:** Describe the issue and focus of your research project for a civic audience.
- **Rationale for Addressing this Question or Topic**: Articulate why you have chosen this specific topic to research and investigate; be sure to identify what makes this public policy issue so important and compelling to you. *(What's at stake for the community? Why should civic and community leaders care about this issue?)*
- **Methods:** Lay out the methods and approach you will use to amplify, investigate and address or shed further light on your research question. Include validation for the scope of your proposed research activity.
- **Objectives and Intentions:** What are you hoping to accomplish with this project?

Criteria for Selection

Submissions will be evaluated using the following criteria: significance of research question and topic; quality and creativity of research; cogency; and effectiveness in motivating community interest and investment in your topic.

California State University | Stanislaus

GIFT AGREEMENT

For

Turlock Mayor's Office Public Policy Award

Between

The City of Turlock; California State University, Stanislaus;
And the California State University, Stanislaus Foundation

Purpose

The purpose of this gift agreement (the "Agreement") is to document the mutual understanding of the City of Turlock Mayoral Office (the "Donor"), on the one hand, and California State University, Stanislaus (the "University") and the California State University, Stanislaus Foundation (the "Foundation"), on the other hand, regarding the ***Turlock Mayor's Office Public Policy Award.*** Upon the receipt of the Gift, the Foundation will establish a current-use campus program fund (the "Fund"). This Agreement will be made a part of the Foundation's records and is intended as a guide to those who will administer the Agreement in the future.

Background

City of Turlock Mayor Gary Soiseth approached the University in spring 2015 to explore options for redirecting his mayoral stipend in a way that would benefit University students and the City the Turlock. Toward that end, the City of Turlock Mayoral Office will work with the Dean of the College of Arts, Humanities, and Social Sciences (CAHSS) and designee(s) to conduct an annual student awards competition and recognition banquet. The protocols for paper submission, criteria for judging, awarding of monetary prizes, and oversight of the recognition banquet will be developed and agreed to independently from this Agreement.

Schedule and Form of Contribution

A. The Donor shall pledge a minimum contribution of $10,000 (the "Gift) to establish and name the Fund.

B. An installment schedule to fulfill the pledge commitment will be established in accordance with the mayoral salary payment schedule.

Administration

A. The Fund is established as a non-endowed, campus program fund and will be administered in accordance with the policies and procedures, as modified from time to time, by the Foundation's governing board, the policies of California State University, Stanislaus, the California State University policies for auxiliaries, and the applicable provisions of the California Education Code, the California Government Code, and the California Corporations Code.

B. Any modification to this Agreement shall be in writing and agreed to by the Donor, the Foundation, and the President of California State University, Stanislaus or designee(s). Modifications to this Agreement may be requested by the Donor, the Foundation, or the President of California State University, Stanislaus or designee(s) but not any other contributor.

C. In the event that the Fund cannot be used for the Purpose stated in this Agreement or a balance remains, the Fund may be used for a similar purpose, providing the Donor approves of such purpose, which approval shall not be unreasonable withheld. If the Foundation or the University propose to make a revision to the Agreement and the Donor to this Agreement is not living or competent to sign an amendment, then the President of the California State University, Stanislaus or designee(s) shall have the authority to redirect the Fund's use for a similar purpose.

D. The Donor understands that there will be a one-time administrative fee (currently 5 percent) that will be deducted from each contribution made to the Fund under this Agreement and that the Fund is subject to annual management fee (currently 1 percent).

E. This Agreement and all documents referenced herein shall constitute the entire agreement between the Donor, the Foundation, and the University.

Recognition

The Donor agrees that the Gift may be publicized by the University and the Foundation in the course of soliciting contributions from others. The Donor agrees that the University and the Foundation may publish the Donor's name in publications and in other mediums for the purpose of donor recognition and expression of appreciation. Media releases will be submitted to the Donor for approval prior to release.

Agreed & Accepted:

Dated: _____

Gary Soiseth, Mayor
City of Turlock
Donor

Dated:

Joseph F. Sheley, President
California State University, Stanislaus
& Chair of the California State University, Stanislaus Foundation

Dated: _____

Shirley M. Pok, Vice President
University Advancement
California State University, Stanislaus

Dated: _____

Douglas Dawes, Vice President
Business and Finance
California State University, Stanislaus
& Treasurer of the California State University, Stanislaus Foundation