City Council Agenda

DECEMBER 8, 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

Interim City Manager
Michael I. Cooke
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: Make-A-Wish Recipient Koran Rudd
B. *Proclamation*: Pitman High School Band – National Invitational Band and Orchestra Festival, March 25, 2016

3. A. SPECIAL BRIEFINGS

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
   Maggie White, Student Government Relations Coordinator

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)
2. Capital Projects and Building Activity *(Pitcock)*
3. Traffic Calming Report Update *(Pitcock)*
4. Business Incentive Program Update *(Pitt)*
5. Water Conservation and Education Update *(Reynolds)*

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. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

A. *Resolution*: Accepting Demands of 10/29/15 in the amount of $191,061.40; Demands of 11/6/15 in the amount of $936,127.25; Demands of 11/12/15 in the amount of $2,278,317.86

B. *Motion*: Accepting Minutes of Special Meeting of November 3, 2015; Minutes of Regular Meeting of November 10, 2015

C. 1. *Motion*: Making the determination that City Project No.14-24, "Storm Drain Repairs on Countryside Drive," is exempt from the provisions of CEQA in accordance with Section 15301(d)
2. *Motion*: Awarding bid and approving an agreement in the amount of $238,800 (Fund 413) with Breneman, Inc., of Walnut Creek, California, for City Project No. 14-24, "Storm Drain Repairs on Countryside Drive"

D. 1. *Motion*: Making the determination that City Project No. 15-39, "Clarifier No. 5," is exempt from the provisions of CEQA in accordance with Section 15306
2. *Motion*: Approving a professional services agreement with Carollo Engineers, of Walnut Creek, California, for professional engineering design and bidding services, in an amount not to exceed $377,701 (Fund 413) for City Project No. 15-39, "Clarifier No. 5"

E. 1. *Resolution*: Appropriating $87,000 to account number 410-51-534.51180 "Crane Avenue Sewer Line Replacement" to be funded from unappropriated reserves in Fund 410 "Water Quality Control (WQC)" for City Project No. 15-56, "Crane Avenue Sewer Line Replacement," to complete the necessary funding required for this project
2. *Motion*: Approving Contract Change Order No. 1 (Final) in the amount of $10,060.94 (Fund 410) for City Project No. 15-56, "Crane Avenue Sewer Line Replacement," bringing the contract total to $59,625.17

3. *Motion*: Accepting improvements for City Project No. 15-56, "Crane Avenue Sewer Line Replacement," and authorizing the City Engineer to file a Notice of Completion

F. *Resolution*: Adopting the 2016 City of Turlock Standard Specifications and Drawings in accordance with Turlock Municipal Code Section 7-2-201, "Construction Standards"

G. 1. *Resolution*: Appropriating $125,000 to account number 305-40-442.51306 "Carnegie Storm Drain" from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" for City Project No. 15-53, "Carnegie Storm Drain"
2. *Resolution*: Appropriating $340,000 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" for City Project No. 15-57, "129 S. Broadway Parking Lot"

H. *Resolution*: Approving an amendment to the Fiscal Year 2015-16 Budget to appropriate $13,195 to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to re-examine the existing Public Service Mitigation Fee (Community Facilities District #2)

I. *Motion*: Approving the proposed cost sharing proposal for the preparation of the update to the Northwest Triangle Specific Plan and directing staff to begin the master plan update process

J. 1. *Motion*: Approving an agreement in the amount of $69,410 (Fund 305) with TJKM Transportation Consultants for the development of a Downtown Parking Plan
2. *Resolution*: Appropriating $76,351 to account number 305-40-442.43055_006 "Consultant-Downtown Parking Plan" to be funded from unappropriated reserves in Fund 305, Division 442 "CFF - Admin Projects"

K. *Motion*: Approving the purchase of two (2) 2016 ¾ Ton Standard Cab 2WD Pickup Trucks with Utility Body and Whelen Light Bar Liberty Series for Municipal Services Department from Towne Ford Sales of Redwood City, California, in an amount not to exceed $65,293

L. *Resolution*: Approving an Industrial Hauler Business License for Modesto Garbage Co., Inc., in accordance with Section 6-3-209 of the Turlock Municipal Code

M. *Motion*: Approving a renewed agreement between State of California's Franchise Tax Board Interagency Intercept Collections (IIC) program and the City of Turlock Finance Department, and authorizing the Mayor, City Manager, or his/her designee, to sign the agreement and all future renewal agreements

N. *Resolution*: Appropriating $42,399 to account number 410-51-534.51184 "Municipal Services Office Remodel;" $21,199 to account number 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel," and $21,199 to account number 410-51-534.38001_245 "Transfers In-Municipal Services Office Remodel" from Fund 410 "Water Quality Control-Capital Repair/Replacement" and Fund 420 "Water Enterprise-Capital Repair/Replacement" reserve balances for the purchase and installation of office panel systems

O. Resolution: Authorizing the sole source procurement of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, California, in the amount of $39,300, without compliance to the formal bid procedure having found that the criteria listed in Turlock Municipal Code Title 2, Chapter 7, Section 08(b)(2) have been satisfied

P. *Motion*: Accepting the annual report on the adequacy of the City's sewer and water rates pursuant to the City Council's Policy Goals and Implementation Plan 2015-2019

Q. *Resolution*: Approving modifications to the job description for the position of Electrical Mechanical Maintenance Supervisor, effective December 8, 2015

R. 1. *Motion*: Approving the purchase of one (1) New Holland 2 WD ROPS Tractor, Model #Workmaster 70, through the National Joint Powers Alliance (NJPA), Contract #031711-CIH, from Garton Tractor, Inc., for the Parks, Recreation & Public Facilities Department, in an amount not to exceed $25,459
2. *Resolution*: Appropriating $1,459 to account number 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance for the purchase of the New Holland 2 WD ROPS Tractor

S. *Resolution*: Accepting donations received from October through December Fiscal Year 2015-16 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

T. *Motion*: Approving the purchase of rubber bark, made from tire-derived products, from International Mulch Company, Bridgeton, Missouri, in an amount not to exceed $150,000

U. *Motion*: Approving the renewal of the Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to offer youth basketball programs within the community

V. *Resolution*: Appropriating $3,000 to account number 110-61-622-004.43161 "Facility Rent" funded by $3,290 in account number 110-61-622.35720 "Dance Etc. Program" additional revenue to cover facility rental costs associated with hosting youth dance classes at the Carnegie Arts Center

W. *Resolution*: Appropriating $3,000 to account number 120-10-120.44001_000 "General Supplies" from Fund 120 "Tourism" reserve balance for costs associated with coordinating community events

X. *Motion*: Approving the agreement with Express Press, Inc., of Springfield, Missouri, for tee shirts for recreation programs, for a period of twelve (12) months in an amount not to exceed $25,000

Y. *Motion*: Affirming the City Manager's action of having executed the California Cad Solutions, Inc., Retainer Agreement for a twelve (12) month period, to provide continued regular updates of GIS data for the City of Turlock, at an hourly rate of $150 or in an amount not to exceed $18,000 in a twelve (12) month period, and allowing an agreement renewal option for a total of thirty-six (36) months

Z. *Motion* Authorizing the Chief of Police to sign the revised Memorandum of Agreement with the County of Calaveras for law enforcement services during the Butte Fire in September 2015

AA. *Motion*: Approving a Memorandum of Understanding between the law enforcement agencies of Stanislaus County to develop a multi-jurisdictional traffic enforcement team that can address traffic concerns on a larger than normal scale by utilizing traffic units throughout the county to work together in an attempt to reduce traffic collision related accidents

AB. *Resolution*: Re-appropriating $8,050 in unspent funds from Fiscal Year 2014/15 to Fiscal Year 2015/16 to account number 240-00-000-213.51153 "Police Services – Weapons" for the purchase of seven (7) Colt AR-15 rifles for the Turlock Police Department

AC. 1. *Motion*: Approving Amendment No. 1 to the agreement with Kemper CPA Group, LLP to perform a compliance audit of the Convention and Visitors Bureau "Tourism Fund" for the period of January 1, 2009 through May 3, 2015
2. *Resolution*: Appropriating $1,895 to 512-10-152.43016 "CVB Audit" from Fund 512 "Casualty Insurance" reserve balance for additional scope work in the compliance audit of the Turlock Convention and Visitors Bureau "Tourism Fund" for the period January 1, 2009 through May 3, 2015

AD. *Motion*: Approving the amended Joint Powers Authority (JPA) Agreement for the Stanislaus Regional Water Authority (SRWA)

AE. 1. *Resolution*: Authorizing reinstatement of retired Purchasing Coordinator effective January 1, 2016 to step 5 of current approved Purchasing Coordinator salary range, reinstate vacation and sick leave accruals to same level as at time of retirement, provide 40 hours of vacation and 40 hours of sick leave at reinstatement date
2. *Resolution*: Approving modifications to the Purchasing Coordinator job description allowing up to three (3) years of local government employment to qualify towards the 5-year required experience, effective December 8, 2015
3. *Resolution*: Authorizing the creation of one (1) new job classification of Purchasing Coordinator Trainee, TCEA salary range 23.6, and hiring of one (1) Purchasing Coordinator Trainee position through an in-house recruitment of full-time, part-time, and volunteer/intern staff and appropriating partial funding to salaries and benefits totaling $12,831 to 110-10-106 “Administrative Services-Finance” from Fund 110 “General Fund” reserve balance

AF. *Resolution*: Authorizing the creation of one (1) new job classification of Executive Administrative Assistant/Deputy City Clerk and the reclassification of one (1) Secretary/Deputy City Clerk in Administration to the newly created job classification, effective January 1, 2016

AG *Resolution*: Approving modifications to the job description for the position of City Manager, effective December 8, 2015

AH. *Motion*: Rejecting Claim for Damages filed by Gevargiz Shansoff

AI. *Motion*: Rejecting Claim for Damages filed by MCI Engineering, Inc.

6. FINAL READINGS: None

7. PUBLIC HEARINGS

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

A. Request to reaffirm/confirm the City Zoning Code is adopted and operates under the principles of permissive zoning; Determine the proposed amendments to Title 5 and Title 3 of the Turlock Municipal Code are exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15061(b)(3)(General Rule) and/or Section 15305 (Minor Alterations in Land Use Limitations); Amend Turlock Municipal Code Title 5, Chapter 21 to prohibit all commercial cannabis activities, prohibit cannabis deliveries within the City, prohibit all activities for which a license is required under the Medical Marijuana Regulation and Safety Act, and prohibit cultivation of cannabis for non-commercial purposes in the City of Turlock; and Amend Turlock Municipal Code Title 3, Chapter 1 regarding business licenses providing that the City shall not approve licenses or uses for a medical marijuana collective, cooperative, dispensary or any other commercial cannabis (marijuana) activity including distribution, cultivation, manufacturing, transportation, delivery, testing, or processing of medical marijuana, and the City shall not approve licenses or uses for any activity that requires a license or any other authorization or approval under the Medical Marijuana Regulation and Safety Act. *(Whitmore)*

Recommended Action:
Resolution: Determining that the Proposed Amendments to Title 5 and Title 3 of the Turlock Municipal Code are Exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15061(b)(3)(General Rule) and/or Section 15305 (Minor Alterations in Land Use Limitations)

Resolution: Reaffirming and confirming the City Zoning Code is adopted and operates under the principles of permissive zoning

Ordinance: Amending Turlock Municipal Code Title 5, Chapter 21 prohibiting all Commercial Cannabis Activities, prohibiting Cannabis Deliveries within the City, prohibiting all Activities for which a License is required under the Medical Marijuana Regulation and Safety Act, and prohibiting Cultivation of Cannabis for Non-Commercial Purposes in the City of Turlock

Ordinance: Amending Turlock Municipal Code Title 3, Chapter 1 regarding Business Licenses providing that the City shall not approve licenses or uses for a medical marijuana collective, cooperative, dispensary or any other commercial cannabis (marijuana) activity including distribution, cultivation, manufacturing, transportation, delivery, testing, or processing of medical marijuana, and the City shall not approve licenses or uses for any activity that requires a license or any other authorization or approval under the Medical Marijuana Regulation and Safety Act

B. Request to amend Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches and amend Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees. *(Van Guilder)*

Recommended Action:
Ordinance: Amending Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches

Ordinance: Amending Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees

8. SCHEDULED MATTERS

A. Request to provide direction on how to respond to duplicate requests to host a Farmers Market in downtown Turlock. (*Van Guilder*)

***Recommended Action*:**
Motion: Providing direction on how to respond to duplicate requests to host a Farmers Market in downtown Turlock

B. Request to Rescind Resolution No. 88-130 and adopt a new Resolution revising Neighborhood Street Tree Themes and Options. *(Van Guilder)*

Recommended Action:
Resolution: Rescinding Resolution No. 88-130 and adopting a new Resolution revising Neighborhood Street Tree Themes and Options

C. Request to approve an agreement between the City of Turlock and Turlock Gospel Mission for a Pilot Supportive Services/Case Management program funded with Community Development Block Grant funds (CDBG) in the amount of $36,000 under the public services program and appropriate the necessary funding. (*Pitt*)

***Recommended Action*:**
Motion: Approving an agreement between the City of Turlock and Turlock Gospel Mission for a Pilot Supportive Services/Case Management program funded with Community Development Block Grant funds (CDBG) in the amount of $36,000 under the public services program

Resolution: Appropriating $36,000 to account number 255-41-485.47215_014 "Public Services Turlock Gospel Mission" from Fund 255 "CDBG" reserve balance to fund the Pilot Supportive Services/Case Management program with Turlock Gospel Mission

D. Request to accept notification from the San Joaquin Valley Air Pollution Control District of an award of $100,000 in grant funding under the Public Benefit Grant Program towards the purchase of five (5) Ford F-250 CNG pickup trucks powered by alternative fuel and approve the purchase and delivery of said trucks from Downtown Ford Sales of Sacramento, California, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in the amount of $191,326. *(Pitcock)*

Recommended Action:
Motion: Accepting notification from the San Joaquin Valley Air Pollution Control District of an award of $100,000 in grant funding under the Public Benefit Grant Program towards the purchase of five (5) Ford F-250 pickup trucks powered by alternative fuel

Resolution: Approving the purchase and delivery of five (5) 2016 Ford F-250 CNG pickup trucks from Downtown Ford Sales of Sacramento, California, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $191,326 under State of California Contract No. 1-14-23-20A as part of City Project No. 14-66, "Purchase of five (5) CNG Pickup Trucks," and making appropriations as further specified

E. Request to approve the transfer of ownership of two (2) Orion IIV CNG buses from the Merced County Transit Joint Powers Authority for transit revenue subject to concurrence of the Merced County Transit Joint Powers Authority and the approval of the Federal Transit Administration; and request to authorize the Mayor, City Manager, or his designee, to submit a request to the Federal Transit Administration (FTA) for a grantee-to-grantee transfer of ownership as specified in the associated resolution and as part of City Project No. 15-24, "Merced CNG Bus Transfer." *(Pitcock)*

Recommended Action:
Resolution: Approving the transfer of ownership of two (2) Orion IIV CNG buses from the Merced County Transit Joint Powers Authority for transit revenue service in the City of Turlock, subject to concurrence of the Merced County Transit Joint Powers Authority and the approval of the Federal Transit Administration

Motion: Authorizing the Mayor, City Manager, or his designee, to submit a request to the Federal Transit Administration (FTA) for a grantee-to-grantee transfer of ownership as specified in the associated resolution and as part of City Project No. 15-24, "Merced CNG Bus Transfer"

F. Request to approve the use of bus shelters for advertising purposes and direct ad revenue to be applied toward meeting the federally mandated farebox recovery ratio, authorize City staff to begin work on City Project No. 15-76, "Transit Shelter Upgrades, Various Locations" and develop the Plans, Specifications and Estimate (PS&E) for the acquisition and installation of up to twelve (12) bus shelters with integrated advertising panels for a newly adopted ad program. *(Pitcock)*

Recommended Action:
Motion: Approving the use of bus shelters for advertising purposes and directing ad revenue to be applied toward meeting the federally mandated farebox recovery ratio

Motion: Authorizing City staff to begin work on City Project No. 15-76, "Transit Shelter Upgrades, Various Locations," and develop the Plans, Specifications and Estimate (PS&E) for the acquisition and installation of up to twelve (12) bus shelters with integrated advertising panels for a newly adopted ad program

G. Request to approve the acquisition and installation of twelve (12) Fast Fare electronic fareboxes and associated equipment on City transit buses and allow for any future purchases from SPX Genfare of Elk Grove Village, Illinois, in an amount not to exceed $316,616, as part of City Project No. 15-81 "Electronic Transit Farebox Upgrades," without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(6) of the Turlock Municipal Code. *(Pitcock)*

Recommended Action
Resolution: Approving the acquisition and installation of twelve (12) Fast Fare electronic fareboxes and associated equipment on City transit buses and allowing for any future purchases from SPX Genfare of Elk Grove Village, Illinois, in an amount not to exceed $316,616, as part of City Project No. 15-81 "Electronic Transit Farebox Upgrades," without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(6) of the Turlock Municipal Code

H. Request to 1) authorize three (3) full-time firefighter positions to Department 30-300 "Fire-Operations" OR 2) request to authorize dedicated supplemental overtime, for three (3) firefighter positions, for a six (6) month time-period beginning January 1, 2016 through June 30, 2016 and for Fiscal Year 2016-17. *(Jacobs-Hunter)*

Recommended Action:
Option 1
Resolution: Authorizing three (3) full-time firefighter positions to Department 30-300 "Fire-Operations"

OR

Option 2
Motion: Authorizing dedicated supplemental overtime, for three (3) firefighter positions, for a six (6) month time-period beginning January 1, 2016 through June 30, 2016 and for Fiscal Year 2016-17

I. Request to accept and consent to the City Manager's appointment of Robert A. Talloni to the position of Fire Chief of the Turlock City Fire Department effective December 14, 2015 and approving the agreed upon conditions of employment as detailed in Exhibit A. (*Hunter-Jacobs*)

Recommended Action:
Resolution: Accepting and consenting to the City Manager's appointment of Robert A. Talloni to the position of Fire Chief of the Turlock City Fire Department effective December 14, 2015 and approving the agreed upon conditions of employment as detailed in Exhibit A

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

12. ADJOURNMENT

2A

IN HONOR OF
MAKE-A-WISH RECIPIENT
KORAN RUDD
November 13, 2015

WHEREAS, the Make-A-Wish Foundation serves a unique and vital role in helping to strengthen and empower children battling life-threatening medical conditions through the granting of wishes; and

WHEREAS, the Make-A-Wish Foundation believes a wish experience can be a game-changer; a belief that guides and inspires them to grant wishes that change the lives of the children they serve; and

WHEREAS, the Northeastern California and Northern Nevada Chapter was founded in 1983, has granted more than 5,400 wishes, and spans 37 counties; and

WHEREAS, on November 13, 2015, Northeastern California and Northern Nevada Make-A-Wish Chapter, Mayor Gary Soiseth, Vice Mayor Amy Bublak, the City of Turlock, and numerous volunteers joined together to make the wish of one very special child come true; and

WHEREAS, through the help of gracious volunteers and generous donors, not only was Koran's wish of having a train themed room fulfilled, he was also treated to an action packed day consisting of shadowing Mayor Soiseth as "Honorary Mayor for the Day," dining with the Mayor in the train car at 10 East Kitchen, exploring the 3,000 square foot San Joaquin Valley Toy Train Operators, Inc. display, and experiencing the thrill of being a firefighter at City of Turlock's Fire Station 1 while wearing his very own turnouts; and

WHEREAS, in addition to all the incredible activities of his special day, Koran received a pass from Amtrak entitling him to relive the magical journey of the Polar Express on an hour-long train ride to the "North Pole."

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby enthusiastically celebrate "**MAKE-A-WISH RECIPIENT KORAN RUDD**" on the occasion of seeing his wish come true and urge all citizens to support the Make-A-Wish Foundation for the inspiring and excellent work they do in the lives of these very deserving children.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of December, 2015.

_____
GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

2B

IN HONOR OF

PITMAN HIGH SCHOOL BAND

PARTICIPANT IN NATIONAL INVITATIONAL BAND AND ORCHESTRA FESTIVAL

AT CARNEGIE HALL

MARCH 25, 2016

WHEREAS, The National Invitational Band and Orchestra Festival takes place annually in New York, NY, at Carnegie Hall, one of the most prestigious venues in for the world for classic and popular music; and

WHEREAS, participating bands are invited based on auditions from bands across the country; and

WHEREAS, the Pitman High School Marching Pride has been cordially invited to participate in the 2016 National Invitational Band and Orchestra Festival at Carnegie Hall; and

WHEREAS, the Pitman High School band, better known as the "Marching Pride," was formed when the school opened its doors in 2002 under the direction of founding Band Director, Steve Mathews, and since 2006, has been carried forward by Band Director, Ruben Modesto; and

WHEREAS, the "Marching Pride" has consistently placed high at numerous competitions, earning more trophies and awards than ever expected each year; and

WHEREAS, this opportunity will provide band members an unparalleled educational experience and the chance to perform at the renowned Carnegie Hall; and

WHEREAS, the Pitman Band Boosters will assist in raising the necessary funding to make this trip a reality for the dedicated and exceptionally talented members of the Pitman High "Marching Pride."

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby recognize the Pitman High School "Marching Pride" for the distinguished honor of being named a participant in the "**2016 NATIONAL INVITATIONAL BAND AND ORCHESTRA FESTIVAL**" on March 25, 2016, and urge all citizens to support band and booster members in their fundraising efforts.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of December, 2015.

_____

GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 10/29/15 IN THE AMOUNT OF $191,061.40; DEMANDS OF 11/6/15 IN THE AMOUNT OF $936,127.25; DEMANDS OF 11/12/15 IN THE AMOUNT OF $2,278,317.86	**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:
10/29/15	$191,061.40
11/6/15	$936,127.25
11/12/15	$2,278,317.86

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 10/23/2015 - To Payment Date: 10/29/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
104462	10/29/2015	Open			Utility Management Refund	PUGA, DANIEL	$105.77		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$105.77			
104463	10/29/2015	Open			Utility Management Refund	STAMPS, JIMMIE	$174.40		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$174.40			
104464	10/29/2015	Open			Utility Management Refund	VAN GAALEN SR, LEN	$138.10		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$138.10			
104465	10/29/2015	Open			Utility Management Refund	WALKER, CASEY	$177.87		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$177.87			
104466	10/29/2015	Open			Accounts Payable	A & A PORTABLES INC	$861.21		
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		$861.21			
104467	10/29/2015	Open			Accounts Payable	AT & T	$31.74		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$31.74			
104468	10/29/2015	Open			Accounts Payable	AT&T INFO SYSTEM	$378.26		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$378.26			
104469	10/29/2015	Open			Accounts Payable	AT&T MOBILITY	$754.38		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$46.51			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$470.15			
	501 - Information Technology			501.11000 (Cash)		$196.22			
	502 - Engineering			502.11000 (Cash)		$41.50			
104470	10/29/2015	Open			Accounts Payable	BLUELINE RENTAL LLC	$254.68		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$254.68			
104471	10/29/2015	Open			Accounts Payable	CAPITOL INFORMATION GROUP INC	$199.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$199.00			
104472	10/29/2015	Open			Accounts Payable	CAROLLO ENGINEERS	$10,253.68		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$10,253.68			

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104473	10/29/2015	Open	Accounts Payable	CENTRAL SANITARY SUPPLY	$668.34
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$668.34
104474	10/29/2015	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	$1,447.70
	Paying Fund		Cash Account		Amount
	301 - Capital Improvements		301.11000 (Cash)		$710.32
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$365.06
	420 - WATER		420.11000 (Cash)		$372.32
104475	10/29/2015	Open	Accounts Payable	CHAMPION INDUSTRIAL	$536.38
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$536.38
104476	10/29/2015	Open	Accounts Payable	CHARTER COMMUNICATIONS	$258.67
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$153.68
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$49.99
	501 - Information Technology		501.11000 (Cash)		$55.00
104477	10/29/2015	Open	Accounts Payable	CITY OF TURLOCK - CASH	$240.21
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$128.66
	266 - Police Services Grants		266.11000 (Cash)		$33.30
	270 - Recreation Grants		270.11000 (Cash)		$21.47
	426 - Transit - Fixed Route		426.11000 (Cash)		$3.00
	502 - Engineering		502.11000 (Cash)		$53.78
104478	10/29/2015	Open	Accounts Payable	CUMMINS PACIFIC LLC	$7,395.52
	Paying Fund		Cash Account		Amount
	426 - Transit - Fixed Route		426.11000 (Cash)		$7,395.52
104479	10/29/2015	Open	Accounts Payable	DENALI WATER SOLUTIONS	$37,610.69
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$37,610.69
104480	10/29/2015	Open	Accounts Payable	DOWNEY BRAND ATTORNEYS	$5,907.50
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$5,907.50
104481	10/29/2015	Open	Accounts Payable	FASTENAL COMPANY INC	$20.18
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$20.18
104482	10/29/2015	Open	Accounts Payable	FEDERAL EXPRESS	$427.95
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$314.93
	205 - Sports Facilities		205.11000 (Cash)		$30.17
	255 - CDBG		255.11000 (Cash)		$44.67
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$10.47
	420 - WATER		420.11000 (Cash)		$19.21
	501 - Information Technology		501.11000 (Cash)		$8.50

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104483	10/29/2015	Open	Accounts Payable	GCR TIRES & SERVICE	$2,774.13
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$1,124.00
	205 - Sports Facilities		205.11000 (Cash)		$1,296.93
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$73.19
	420 - WATER		420.11000 (Cash)		$280.01
104484	10/29/2015	Open	Accounts Payable	GDR ENGINEERING INC	$2,188.00
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$2,188.00
104485	10/29/2015	Open	Accounts Payable	GRAINGER INC, W W	$82.66
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$82.66
104486	10/29/2015	Open	Accounts Payable	HD SUPPLY WATERWORKS LTD	$80.72
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$80.72
104487	10/29/2015	Open	Accounts Payable	HOLT OF CALIFORNIA INC	$306.23
	Paying Fund		Cash Account		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$306.23
104488	10/29/2015	Open	Accounts Payable	IBM CORPORATION	$6,496.80
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$4,225.94
	501 - Information Technology		501.11000 (Cash)		$2,270.86
104489	10/29/2015	Open	Accounts Payable	IMW INDUSTRIES LTD	$113.00
	Paying Fund		Cash Account		Amount
	505 - Fleet		505.11000 (Cash)		$113.00
104490	10/29/2015	Open	Accounts Payable	INDEPENDENT ELECTRIC INC	$200.18
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$200.18
104491	10/29/2015	Open	Accounts Payable	ITRON INC	$2,296.08
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$2,296.08
104492	10/29/2015	Open	Accounts Payable	J A MOMANEY SERVICES INC	$475.70
	Paying Fund		Cash Account		Amount
	216 - Streets - Local Transportation		216.11000 (Cash)		$475.70
104493	10/29/2015	Open	Accounts Payable	LEHIGH HANSON INC	$571.20
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$428.06
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$143.14
104494	10/29/2015	Open	Accounts Payable	MADRUGA BROS ENT INC	$486.50
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$402.50
	205 - Sports Facilities		205.11000 (Cash)		$3.50
	217 - Streets - Gas Tax		217.11000 (Cash)		$3.50

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	255 - CDBG	255.11000 (Cash)			$7.00
	405 - Building	405.11000 (Cash)			$7.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$38.50
	420 - WATER	420.11000 (Cash)			$10.50
	502 - Engineering	502.11000 (Cash)			$14.00
104495	10/29/2015 Open		Accounts Payable	MOTION INDUSTRIES INC - CA82	$638.19
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$638.19
104496	10/29/2015 Open		Accounts Payable	MULBERRY MOBILE PARK	$216.68
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$216.68
104497	10/29/2015 Open		Accounts Payable	NELSON\ NYGAARD CONSULTING ASSOCIATES INC	$5,100.00
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$5,100.00
104498	10/29/2015 Open		Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$170.45
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$170.45
104499	10/29/2015 Open		Accounts Payable	P G & E	$26.20
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$26.20
104500	10/29/2015 Open		Accounts Payable	PACE SUPPLY CORPORATION	$2,606.98
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$419.74
	420 - WATER	420.11000 (Cash)			$2,187.24
104501	10/29/2015 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$3,477.52
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$105.68
	246 - Landscape Assessment	246.11000 (Cash)			$1,036.52
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,335.32
104502	10/29/2015 Open		Accounts Payable	POLYDYNE INC	$11,758.03
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$11,758.03
104503	10/29/2015 Open		Accounts Payable	PRESORT CTR STOCKTON INC	$9,954.72
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$3,297.25
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,256.90
	420 - WATER	420.11000 (Cash)			$3,400.57
104504	10/29/2015 Open		Accounts Payable	R & B COMPANY	$4,545.19
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,253.53
	420 - WATER	420.11000 (Cash)			$3,291.66
104505	10/29/2015 Open		Accounts Payable	REED INC, GEORGE	$717.07

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	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$717.07
104506	10/29/2015 Open		Accounts Payable	ROMEO MEDICAL CLINIC	$1,093.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$577.00
	217 - Streets - Gas Tax	217.11000 (Cash)			$99.00
	246 - Landscape Assessment	246.11000 (Cash)			$99.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$99.00
	420 - WATER	420.11000 (Cash)			$172.00
	505 - Fleet	505.11000 (Cash)			$47.00
104507	10/29/2015 Open		Accounts Payable	RYAN HERCO PRODUCTS GROUP	$2,762.79
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$2,762.79
104508	10/29/2015 Open		Accounts Payable	SHARPENING SHOP	$66.12
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$66.12
104509	10/29/2015 Open		Accounts Payable	SHELL FLEET PLUS	$309.89
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$309.89
104510	10/29/2015 Open		Accounts Payable	SIERRA CHEMICAL CO	$6,348.30
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$6,348.30
104511	10/29/2015 Open		Accounts Payable	SPRINT	$1,995.52
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$389.27
	205 - Sports Facilities	205.11000 (Cash)			$56.17
	217 - Streets - Gas Tax	217.11000 (Cash)			$148.47
	246 - Landscape Assessment	246.11000 (Cash)			$50.26
	270 - Recreation Grants	270.11000 (Cash)			$29.27
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$546.08
	420 - WATER	420.11000 (Cash)			$614.32
	505 - Fleet	505.11000 (Cash)			$161.68
104512	10/29/2015 Open		Accounts Payable	STANISLAUS CO PLANNING	$1,229.47
	Paying Fund	Cash Account			Amount
	256 - Stanislaus Housing Consortium	256.11000 (Cash)			$1,229.47
104513	10/29/2015 Open		Accounts Payable	STANISLAUS REGIONAL TRANS	$1,901.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,901.00
104514	10/29/2015 Open		Accounts Payable	STATE WATER RESOURCE CTNL	$980.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$900.00
	420 - WATER	420.11000 (Cash)			$80.00
104515	10/29/2015 Open		Accounts Payable	T & T PAVEMENT MARKINGS AND PRODUCTS	$3,491.36

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	Paying Fund	Cash Account			Amount	
	225 - Transportation Tax	225.11000 (Cash)			$3,491.36	
104516	10/29/2015 Open		Accounts Payable	T I D		$12,067.56
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,264.03	
	205 - Sports Facilities	205.11000 (Cash)			$5,440.57	
	216 - Streets - Local Transportation	216.11000 (Cash)			$2,334.00	
	420 - WATER	420.11000 (Cash)			$1,375.01	
	426 - Transit - Fixed Route	426.11000 (Cash)			$273.55	
	505 - Fleet	505.11000 (Cash)			$1,380.40	
104517	10/29/2015 Open		Accounts Payable	TID		$19,208.80
	Paying Fund	Cash Account			Amount	
	216 - Streets - Local Transportation	216.11000 (Cash)			$19,208.80	
104518	10/29/2015 Open		Accounts Payable	TURLOCK CHAMBER COMMERCE		$1,912.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,912.00	
104519	10/29/2015 Open		Accounts Payable	TURLOCK CITY TOW INC		$911.75
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$688.75	
	246 - Landscape Assessment	246.11000 (Cash)			$27.00	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$169.00	
	502 - Engineering	502.11000 (Cash)			$27.00	
104520	10/29/2015 Open		Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE		$1,210.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,210.00	
104521	10/29/2015 Open		Accounts Payable	UNIVAR USA INC		$4,116.41
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,116.41	
104522	10/29/2015 Open		Accounts Payable	UTILITY TELEPHONE, INC.		$795.79
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$795.79	
104523	10/29/2015 Open		Accounts Payable	VINE & SONS INC, ER		$814.73
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$238.50	
	205 - Sports Facilities	205.11000 (Cash)			$43.46	
	217 - Streets - Gas Tax	217.11000 (Cash)			$116.76	
	246 - Landscape Assessment	246.11000 (Cash)			$50.80	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$117.55	
	420 - WATER	420.11000 (Cash)			$80.11	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$146.08	
	502 - Engineering	502.11000 (Cash)			$21.47	
104524	10/29/2015 Open		Accounts Payable	WALLACE KUHL & ASSOCIATES		$2,137.50
	Paying Fund	Cash Account			Amount	

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	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)			$2,137.50	
104525	10/29/2015 Open		Accounts Payable	WEST STEEL & PLASTIC		$194.31
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$194.31	
104526	10/29/2015 Open		Accounts Payable	WESTERN VIEW MOBILE RANCH		$2,896.11
	Paying Fund	Cash Account			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$2,896.11	
104527	10/29/2015 Open		Accounts Payable	WGR SOUTHWEST, INC		$125.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$125.00	
104528	10/29/2015 Open		Accounts Payable	ZALCO LABORATORIES INC		$225.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$225.00	
104529	10/29/2015 Open		Accounts Payable	ZAP MFG INC		$709.26
	Paying Fund	Cash Account			Amount	
	225 - Transportation Tax	225.11000 (Cash)			$709.26	
104530	10/29/2015 Open		Accounts Payable	BECKER, BILL		$100.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$100.00	
104531	10/29/2015 Open		Accounts Payable	Beltran, Jonathan		$1.53
	Paying Fund	Cash Account			Amount	
	257 - State HOME Funds	257.11000 (Cash)			$1.53	
104532	10/29/2015 Open		Accounts Payable	EVERETT, RYAN		$68.00
	Paying Fund	Cash Account			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$68.00	
104533	10/29/2015 Open		Accounts Payable	HOLMES, BROCK		$150.00
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$150.00	
104534	10/29/2015 Open		Accounts Payable	Ramos, Maria		$115.74
	Paying Fund	Cash Account			Amount	
	255 - CDBG	255.11000 (Cash)			$115.74	
Type Check Totals:			73 Transactions			$191,061.40

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$191,061.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$191,061.40	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$191,061.40	$0.00

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	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$191,061.40	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$191,061.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$191,061.40	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$191,061.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$191,061.40	$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
104535	11/02/2015	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	$57.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$57.00		
104536	11/02/2015	Open			Accounts Payable	CAMPOS, MATT	$108.00		
	Paying Fund			Cash Account			Amount		
	265 - Fire Department Grants			265.11000 (Cash)			$108.00		
104537	11/02/2015	Open			Accounts Payable	WHITE, BRIAN	$108.00		
	Paying Fund			Cash Account			Amount		
	265 - Fire Department Grants			265.11000 (Cash)			$108.00		
104538	11/03/2015	Open			Miscellaneous Billing Refund	BORELLI, DEBBIE	$90.05		
	Paying Fund			Cash Account			Amount		
	998 - Due to/from Cash Clearing			998.11000 (Cash)			$90.05		
104539	11/06/2015	Open			Utility Management Refund	COLLIER, GOLDA	$101.13		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$101.13		
104540	11/06/2015	Open			Utility Management Refund	FONTES, MARIA F	$142.21		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$142.21		
104541	11/06/2015	Open			Utility Management Refund	GOMEZ, LUIS	$77.98		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$77.98		
104542	11/06/2015	Open			Utility Management Refund	GUTIERREZ, ROSALINDA	$72.92		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$72.92		
104543	11/06/2015	Open			Utility Management Refund	HARRIS, GEORGE, W	$243.91		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$243.91		
104544	11/06/2015	Open			Utility Management Refund	LEVY, ADAM, R	$86.32		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$86.32		
104545	11/06/2015	Open			Utility Management Refund	PEIRCE, GRACE	$123.62		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$123.62		
104546	11/06/2015	Open			Utility Management	POOL, JUNE	$97.68		

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	Paying Fund		Cash Account	Refund		Amount
	420 - WATER		420.11000 (Cash)			$97.68
104547	11/06/2015	Open		Utility Management Refund	SCHUMANN, HIYTTI	$121.13
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$121.13
104548	11/05/2015	Open		Accounts Payable	AFLAC	$5,031.27
	Paying Fund		Cash Account			Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			$5,031.27
104549	11/05/2015	Open		Accounts Payable	AFLAC GROUP INSURANCE	$2,393.57
	Paying Fund		Cash Account			Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			$2,393.57
104550	11/05/2015	Open		Accounts Payable	AMERICAN MESSAGING	$28.96
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$28.96
104551	11/05/2015	Open		Accounts Payable	AMERICAN MESSAGING	$26.77
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$26.77
104552	11/05/2015	Open		Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$274.44
	Paying Fund		Cash Account			Amount
	502 - Engineering		502.11000 (Cash)			$274.44
104553	11/05/2015	Open		Accounts Payable	APPLIED PEST MANAGEMENT INC	$160.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$100.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$60.00
104554	11/05/2015	Open		Accounts Payable	AT&T / CALNET 2	$6,015.87
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$4,745.62
	205 - Sports Facilities		205.11000 (Cash)			$43.38
	255 - CDBG		255.11000 (Cash)			$65.90
	405 - Building		405.11000 (Cash)			$56.12
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$526.83
	420 - WATER		420.11000 (Cash)			$275.33
	426 - Transit - Fixed Route		426.11000 (Cash)			$70.02
	501 - Information Technology		501.11000 (Cash)			$92.80
	502 - Engineering		502.11000 (Cash)			$29.09
	505 - Fleet		505.11000 (Cash)			$110.78
104555	11/05/2015	Open		Accounts Payable	AT&T MOBILITY	$415.58
	Paying Fund		Cash Account			Amount
	501 - Information Technology		501.11000 (Cash)			$415.58
104556	11/05/2015	Open		Accounts Payable	CAL TRAFFIC SIGNS INC	$878.22
	Paying Fund		Cash Account			Amount

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	216 - Streets - Local Transportation	216.11000 (Cash)			$878.22
104557	11/05/2015 Open		Accounts Payable	CALIFORNIA PEACE OFFICER'S ASSOCIATION	$875.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$875.00
104558	11/05/2015 Open		Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	$1,511.06
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,511.06
104559	11/05/2015 Open		Accounts Payable	CHAMPION INDUSTRIAL	$12,102.01
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$3,549.07
	205 - Sports Facilities	205.11000 (Cash)			$257.94
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$5,530.00
	420 - WATER	420.11000 (Cash)			$2,765.00
104560	11/05/2015 Open		Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$268,268.22
	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$268,268.22
104561	11/05/2015 Open		Accounts Payable	COMMUNITY VETERINARY CLIN	$667.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$247.00
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$200.00
	266 - Police Services Grants	266.11000 (Cash)			$220.00
104562	11/05/2015 Open		Accounts Payable	COSTCO	$1,345.61
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$309.28
	266 - Police Services Grants	266.11000 (Cash)			$123.95
	270 - Recreation Grants	270.11000 (Cash)			$912.38
104563	11/05/2015 Open		Accounts Payable	DF ENGINEERING INC	$1,840.00
	Paying Fund	Cash Account			Amount
	306 - North Turlock Master Plan	306.11000 (Cash)			$1,840.00
104564	11/05/2015 Open		Accounts Payable	ECONOMIC & PLANNING INC	$3,307.50
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,127.50
	411 - Storm Drainage Construction	411.11000 (Cash)			$1,180.00
104565	11/05/2015 Open		Accounts Payable	EQUIFAX	$18.65
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$18.65
104566	11/05/2015 Open		Accounts Payable	FRANTZ WHOLESALE NURSERY LLC	$1,462.62
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$1,462.62
104567	11/05/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$12,058.32
	Paying Fund	Cash Account			Amount

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	110 - General Fund	110.11000 (Cash)			$6,572.16
	205 - Sports Facilities	205.11000 (Cash)			$202.73
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,206.04
	246 - Landscape Assessment	246.11000 (Cash)			$1,194.93
	405 - Building	405.11000 (Cash)			$243.72
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,451.13
	420 - WATER	420.11000 (Cash)			$675.42
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$166.49
	426 - Transit - Fixed Route	426.11000 (Cash)			$292.39
	502 - Engineering	502.11000 (Cash)			$53.31
104568	11/05/2015 Open		Accounts Payable	HUB INT'L OF CA INS SVC	$388.26
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$388.26
104569	11/05/2015 Open		Accounts Payable	HUNTINGTON COURT REPORTER	$1,369.68
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,369.68
104570	11/05/2015 Open		Accounts Payable	IMAGE UNIFORMS(STANS) INC	$455.63
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$455.63
104571	11/05/2015 Open		Accounts Payable	IMAGEWARE SYSTEMS INC	$1,884.86
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,884.86
104572	11/05/2015 Open		Accounts Payable	JORGENSEN & CO INC	$291.49
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$291.49
104573	11/05/2015 Open		Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$230.04
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$230.04
104574	11/05/2015 Open		Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	$843.58
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$804.85
	405 - Building	405.11000 (Cash)			$19.36
	505 - Fleet	505.11000 (Cash)			$19.37
104575	11/05/2015 Open		Accounts Payable	LEHIGH HANSON INC	$414.27
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$220.68
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$193.59
104576	11/05/2015 Open		Accounts Payable	METROPOLITAN TRANS COMMIS	$1,000.00
	Paying Fund	Cash Account			Amount
	502 - Engineering	502.11000 (Cash)			$1,000.00
104577	11/05/2015 Open		Accounts Payable	MICROBIZ SECURITY COMPANY	$7,041.84
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$4,729.27

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	501 - Information Technology	501.11000 (Cash)			$2,312.57
104578	11/05/2015 Open		Accounts Payable	MIWALL CORPORATION	$23,657.97
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$23,657.97
104579	11/05/2015 Open		Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	$269.97
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$15.97
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$134.00
	266 - Police Services Grants	266.11000 (Cash)			$120.00
104580	11/05/2015 Open		Accounts Payable	P G & E	$7.84
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$7.84
104581	11/05/2015 Open		Accounts Payable	PROTECH SECURITY/ELEC INC	$480.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$480.00
104582	11/05/2015 Open		Accounts Payable	QUEST DIAGNOSTICS	$188.18
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$188.18
104583	11/05/2015 Open		Accounts Payable	SIERRA NEVADA CONSTR INC	$400,222.84
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$400,222.84
104584	11/05/2015 Open		Accounts Payable	SMITH CHEVROLET CADILLAC	$59.95
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$59.95
104585	11/05/2015 Open		Accounts Payable	SOUSA-JOHNSON, ROSEMARY	$50.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$50.00
104586	11/05/2015 Open		Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	$18,143.16
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,553.21
	506 - Vehicle/Equipment Replacement	506.11000 (Cash)			$15,589.95
104587	11/05/2015 Open		Accounts Payable	T I D	$22,037.86
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$18,171.55
	216 - Streets - Local Transportation	216.11000 (Cash)			$1,026.45
	426 - Transit - Fixed Route	426.11000 (Cash)			$259.42
	505 - Fleet	505.11000 (Cash)			$2,580.44
104588	11/05/2015 Open		Accounts Payable	TRANSIT CAPITAL SUPPORT	$5,684.00
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$5,684.00
104589	11/05/2015 Open		Accounts Payable	TURLOCK SCAVENGER/SWEEPING	$19,931.50
	Paying Fund	Cash Account			Amount

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$19,931.50
104590	11/05/2015 Open		Accounts Payable	V & V MFG INC	$2,828.06
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,828.06
104591	11/05/2015 Open		Accounts Payable	VERIZON WIRELESS	$873.16
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$873.16
104592	11/05/2015 Open		Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$500.00
	Paying Fund	Cash Account			Amount
	502 - Engineering	502.11000 (Cash)			$500.00
104593	11/05/2015 Open		Accounts Payable	WARDEN'S OFFICE INC	$1,641.28
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$139.91
	266 - Police Services Grants	266.11000 (Cash)			$1,501.37
104594	11/05/2015 Open		Accounts Payable	WEST PUBLISHING CORPORATION	$171.50
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$171.50
104595	11/05/2015 Open		Accounts Payable	WEST STEEL & PLASTIC	$21.69
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$21.69
104596	11/05/2015 Open		Accounts Payable	ACT ADVANCING CHILDREN OF TURLOCK	$500.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$500.00
104597	11/05/2015 Open		Accounts Payable	ASSYRIAN AMERICAN CIVIC CLUB OF TURLOCK	$3,750.00
	Paying Fund	Cash Account			Amount
	120 - Tourism	120.11000 (Cash)			$3,750.00
104598	11/05/2015 Open		Accounts Payable	DAVID BROOKS CONSTRUCTION INC.	$30.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$30.00
104599	11/05/2015 Open		Accounts Payable	GURINDER KAHLON	$1,650.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,650.00
104600	11/05/2015 Open		Accounts Payable	MACHADO & SONS CONSTRUCTION	$2,970.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,970.00
104601	11/05/2015 Open		Accounts Payable	MYER'S TOWING	$370.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$370.00
104602	11/05/2015 Open		Accounts Payable	SOISETH, GARY	$224.57
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$224.57

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104603	11/05/2015	Open		Accounts Payable	SOISETH, GARY	$78.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$78.00	
104604	11/05/2015	Open		Accounts Payable	STELLAR	$75.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$75.00	
104605	11/05/2015	Open		Accounts Payable	TURLOCK HORSEMAN'S CLUB	$2,000.00
	Paying Fund		Cash Account		Amount	
	120 - Tourism		120.11000 (Cash)		$2,000.00	
104606	11/05/2015	Open		Accounts Payable	WE AS ONE INC	$110.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$110.00	
104607	11/06/2015	Open		Accounts Payable	CHARTER COMMUNICATIONS	$170.87
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$170.87	
104608	11/06/2015	Open		Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$92,818.45
	Paying Fund		Cash Account		Amount	
	511 - Health Care		511.11000 (Cash)		$92,818.45	
104609	11/06/2015	Open		Accounts Payable	FARIA, JAMIE	$142.00
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$142.00	
104610	11/06/2015	Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$439.13	
Type Check Totals:				76 Transactions		$936,127.25

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$936,127.25	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$936,127.25	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$936,127.25	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$936,127.25	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**76**	**$936,127.25**	**$0.00**

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	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$936,127.25	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$936,127.25	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$936,127.25	$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
104611	11/12/2015	Open			Accounts Payable	AIRGAS NCN	$30.44		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$30.44			
104612	11/12/2015	Open			Accounts Payable	ARMSTRONG MONITORING CORPORATION	$614.50		
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		$614.50			
104613	11/12/2015	Open			Accounts Payable	AT&T MOBILITY	$2,187.27		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,145.77			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$41.50			
104614	11/12/2015	Open			Accounts Payable	AT&T/SBC	$69.69		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$69.69			
104615	11/12/2015	Open			Accounts Payable	BAUER COMPRESSORS INC	$3,013.39		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$3,013.39			
104616	11/12/2015	Open			Accounts Payable	BB PRINTS IT LLC	$266.37		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$71.04			
	217 - Streets - Gas Tax			217.11000 (Cash)		$17.75			
	405 - Building			405.11000 (Cash)		$71.03			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$53.28			
	420 - WATER			420.11000 (Cash)		$53.27			
104617	11/12/2015	Open			Accounts Payable	BERGMAN LANDSCAPE INC	$4,909.32		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$4,909.32			
104618	11/12/2015	Open			Accounts Payable	BONANDER TRUCKS	$109.50		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$109.50			
104619	11/12/2015	Open			Accounts Payable	BURTON'S FIRE APPARATUS	$8,495.15		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$8,495.15			
104620	11/12/2015	Open			Accounts Payable	CALIF DEPT OF TRANS	$137.75		
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		$137.75			
104621	11/12/2015	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	$871.76		
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		$871.76			
104622	11/12/2015	Open			Accounts Payable	CHARTER COMMUNICATIONS	$120.75		

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$77.68
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$21.53
	420 - WATER	420.11000 (Cash)			$21.54
104623	11/12/2015 Open		Accounts Payable	CITY OF TURLOCK - CASH	$150.29
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$86.14
	405 - Building	405.11000 (Cash)			$22.15
	502 - Engineering	502.11000 (Cash)			$42.00
104624	11/12/2015 Open		Accounts Payable	CLARK PEST CONTROL INC	$585.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$585.00
104625	11/12/2015 Open		Accounts Payable	COUNTRY FORD TRUCKS INC	$1,216.22
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$999.94
	205 - Sports Facilities	205.11000 (Cash)			$38.46
	217 - Streets - Gas Tax	217.11000 (Cash)			$28.61
	405 - Building	405.11000 (Cash)			$66.34
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1.99
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$52.27
	502 - Engineering	502.11000 (Cash)			$28.61
104626	11/12/2015 Open		Accounts Payable	CULLIGAN INC	$91.50
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$91.50
104627	11/12/2015 Open		Accounts Payable	CUMMINS PACIFIC LLC	$11,876.22
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$11,876.22
104628	11/12/2015 Open		Accounts Payable	CURTIS & SONS INC, L N	$5,144.90
	Paying Fund	Cash Account			Amount
	116 - Special Public Safety	116.11000 (Cash)			$5,144.90
104629	11/12/2015 Open		Accounts Payable	DELTA WIRELESS & NETWORK	$2,703.40
	Paying Fund	Cash Account			Amount
	112 - GF Reserve for Capital Purchases	112.11000 (Cash)			$2,703.40
104630	11/12/2015 Open		Accounts Payable	DF ENGINEERING INC	$6,515.00
	Paying Fund	Cash Account			Amount
	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)			$6,515.00
104631	11/12/2015 Open		Accounts Payable	ENGINEERED FIRE SYST INC	$2,750.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,750.00
104632	11/12/2015 Open		Accounts Payable	EQUIFAX	$52.99
	Paying Fund	Cash Account			Amount
	255 - CDBG	255.11000 (Cash)			$52.99
104633	11/12/2015 Open		Accounts Payable	FALANY FENCE COMPANY	$1,961.00

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	Paying Fund	Cash Account			Amount
	301 - Capital Improvements	301.11000 (Cash)			$1,961.00
104634	11/12/2015 Open		Accounts Payable	FASTENAL COMPANY INC	$119.18
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$119.18
104635	11/12/2015 Open		Accounts Payable	FRANTZ WHOLESALE NURSERY LLC	$2,346.23
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$985.42
	205 - Sports Facilities	205.11000 (Cash)			$1,360.81
104636	11/12/2015 Open		Accounts Payable	GARTON TRACTOR INC	$528.39
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$528.39
104637	11/12/2015 Open		Accounts Payable	GCR TIRES & SERVICE	$2,765.12
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,744.74
	246 - Landscape Assessment	246.11000 (Cash)			$539.36
	502 - Engineering	502.11000 (Cash)			$481.02
104638	11/12/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$15,363.28
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$8,470.96
	205 - Sports Facilities	205.11000 (Cash)			$351.28
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,053.36
	246 - Landscape Assessment	246.11000 (Cash)			$1,090.86
	405 - Building	405.11000 (Cash)			$225.17
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,569.14
	420 - WATER	420.11000 (Cash)			$798.69
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$698.75
	426 - Transit - Fixed Route	426.11000 (Cash)			$923.98
	502 - Engineering	502.11000 (Cash)			$181.09
104639	11/12/2015 Open		Accounts Payable	GOMES PROPANE	$150.63
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$150.63
104640	11/12/2015 Open		Accounts Payable	GRAINGER INC, W W	$932.66
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$499.04
	420 - WATER	420.11000 (Cash)			$433.62
104641	11/12/2015 Open		Accounts Payable	GROENIGER & COMPANY	$724.96
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$724.96
104642	11/12/2015 Open		Accounts Payable	GROVER LANDSCAPING INC	$2,028.19
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$507.05
	225 - Transportation Tax	225.11000 (Cash)			$1,521.14

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104643	11/12/2015	Open	Accounts Payable	HD SUPPLY WATERWORKS LTD	$768.45
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$258.30
	420 - WATER		420.11000 (Cash)		$510.15
104644	11/12/2015	Open	Accounts Payable	HOLT OF CALIFORNIA INC	$2,643.84
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$2,643.84
104645	11/12/2015	Open	Accounts Payable	IBM CORPORATION	$1,998.20
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$1,998.20
104646	11/12/2015	Open	Accounts Payable	INDEPENDENT ELECTRIC INC	$79.91
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$79.91
104647	11/12/2015	Open	Accounts Payable	INFOR (US) INC	$11,290.54
	Paying Fund		Cash Account		Amount
	216 - Streets - Local Transportation		216.11000 (Cash)		$1,862.94
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3,782.33
	420 - WATER		420.11000 (Cash)		$3,782.33
	505 - Fleet		505.11000 (Cash)		$1,862.94
104648	11/12/2015	Open	Accounts Payable	ITRON INC	$8,911.85
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$8,911.85
104649	11/12/2015	Open	Accounts Payable	JCS PROPERTIES LLC	$3,105.47
	Paying Fund		Cash Account		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		$3,105.47
104650	11/12/2015	Open	Accounts Payable	KID TIME FITNESS COMPANY	$3,024.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$3,024.00
104651	11/12/2015	Open	Accounts Payable	LANGUAGE LINE SERVICES	$13.57
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$13.57
104652	11/12/2015	Open	Accounts Payable	LEHIGH HANSON INC	$562.92
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$388.16
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$174.76
104653	11/12/2015	Open	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$50.00
104654	11/12/2015	Open	Accounts Payable	MAGIC SANDS MOBILE HOME PARK	$311.97
	Paying Fund		Cash Account		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		$311.97
104655	11/12/2015	Open	Accounts Payable	MICROBIZ SECURITY COMPANY	$1,119.30

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From Payment Date: 11/7/2015 - To Payment Date: 11/12/2015

	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,119.30	
104656	11/12/2015	Open	Accounts Payable	MID VALLEY APPLIANCE SERVICES		$281.65
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$281.65	
104657	11/12/2015	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC		$339.65
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$339.65	
104658	11/12/2015	Open	Accounts Payable	MODESTO BEE		$1,499.99
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$1,499.99	
104659	11/12/2015	Open	Accounts Payable	MODESTO SAND & GRAVEL INC		$2,500.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$2,500.00	
104660	11/12/2015	Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL		$4,518.63
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$465.63	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$1,253.00	
	266 - Police Services Grants		266.11000 (Cash)		$2,800.00	
104661	11/12/2015	Open	Accounts Payable	MOTION INDUSTRIES INC - CA82		$948.06
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$948.06	
104662	11/12/2015	Open	Accounts Payable	MUNICIPAL FINANCIAL SERVICES		$8,450.00
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$8,450.00	
104663	11/12/2015	Open	Accounts Payable	NAPA AUTO PARTS		$169.81
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$12.79	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$137.63	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$19.39	
104664	11/12/2015	Open	Accounts Payable	NATIONAL METER & AUTOMATION INC		$1,820.07
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$1,820.07	
104665	11/12/2015	Open	Accounts Payable	NEXT LEVEL PARTS INC		$593.96
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$264.50	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$329.46	
104666	11/12/2015	Open	Accounts Payable	OMNI-MEANS INC		$930.00
	Paying Fund		Cash Account		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$930.00	
104667	11/12/2015	Open	Accounts Payable	OREILLY AUTO PARTS		$96.80

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From Payment Date: 11/7/2015 - To Payment Date: 11/12/2015

	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$96.80	
104668	11/12/2015 Open		Accounts Payable	P G & E		$66.14
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$66.14	
104669	11/12/2015 Open		Accounts Payable	PAUL'S PAINT COMPANY		$63.18
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$63.18	
104670	11/12/2015 Open		Accounts Payable	PLATT ELECTRIC SUPPLY		$3,349.61
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$162.90	
	246 - Landscape Assessment	246.11000 (Cash)			$2,983.93	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$191.21	
	420 - WATER	420.11000 (Cash)			$11.57	
104671	11/12/2015 Open		Accounts Payable	PRIME SHINE INC		$87.50
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$80.50	
	502 - Engineering	502.11000 (Cash)			$7.00	
104672	11/12/2015 Open		Accounts Payable	R & B COMPANY		$831.18
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$831.18	
104673	11/12/2015 Open		Accounts Payable	R & S ERECTION INC		$262.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$262.00	
104674	11/12/2015 Open		Accounts Payable	R L RIGHETTI ENTERPRISES INC		$2,111.56
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$2,111.56	
104675	11/12/2015 Open		Accounts Payable	REED INC, GEORGE		$108.54
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$108.54	
104676	11/12/2015 Open		Accounts Payable	ROLFE CONSTRUCTION		$511.30
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$700.00	
	420 - WATER	420.11000 (Cash)			($188.70)	
104677	11/12/2015 Open		Accounts Payable	SAFETY-KLEEN CORPORATION		$148.80
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$148.80	
104678	11/12/2015 Open		Accounts Payable	SAN JOAQUIN VALLEY		$123.00
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$123.00	
104679	11/12/2015 Open		Accounts Payable	SCOTTS PPE RECON		$139.90
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$139.90	

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From Payment Date: 11/7/2015 - To Payment Date: 11/12/2015

104680	11/12/2015	Open	Accounts Payable	SHARPENING SHOP	$361.94
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$361.94
104681	11/12/2015	Open	Accounts Payable	SIERRA CHEMICAL CO	$7,044.90
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$7,044.90
104682	11/12/2015	Open	Accounts Payable	SOUTHWEST SCHOOL &	$1,157.90
	Paying Fund		Cash Account		Amount
	270 - Recreation Grants		270.11000 (Cash)		$1,157.90
104683	11/12/2015	Open	Accounts Payable	STANISLAUS COUNTY - TAX	$727.29
	Paying Fund		Cash Account		Amount
	256 - Stanislaus Housing Consortium		256.11000 (Cash)		$727.29
104684	11/12/2015	Open	Accounts Payable	STATE WATER RESOURCE CTNL	$370.00
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$300.00
	420 - WATER		420.11000 (Cash)		$70.00
104685	11/12/2015	Open	Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	$1,555,943.97
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,542,380.53
	420 - WATER		420.11000 (Cash)		$13,563.44
104686	11/12/2015	Open	Accounts Payable	T I D	$140,160.55
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$2,479.46
	216 - Streets - Local Transportation		216.11000 (Cash)		$1,268.46
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$136,319.92
	426 - Transit - Fixed Route		426.11000 (Cash)		$92.71
104687	11/12/2015	Open	Accounts Payable	TAYLOR BACKHOE SERVICE, INC.	$778.50
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$800.00
	420 - WATER		420.11000 (Cash)		($21.50)
104688	11/12/2015	Open	Accounts Payable	TBA AUTO PARTS	$2,309.84
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$1,285.60
	217 - Streets - Gas Tax		217.11000 (Cash)		$244.22
	246 - Landscape Assessment		246.11000 (Cash)		$233.44
	405 - Building		405.11000 (Cash)		$3.01
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$405.25
	420 - WATER		420.11000 (Cash)		$92.11
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$90.71
	426 - Transit - Fixed Route		426.11000 (Cash)		($125.47)
	502 - Engineering		502.11000 (Cash)		$80.97
104689	11/12/2015	Open	Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	$5,000.00
	Paying Fund		Cash Account		Amount

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,500.00	
	420 - WATER	420.11000 (Cash)			$2,500.00	
104690	11/12/2015	Open	Accounts Payable	TREES INC		$358.04
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$358.04	
104691	11/12/2015	Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$400,000.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$400,000.00	
104692	11/12/2015	Open	Accounts Payable	TURLOCK UMPIRE GROUP		$5,720.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$5,720.00	
104693	11/12/2015	Open	Accounts Payable	TURLOCK UNIFIED		$81.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$81.00	
104694	11/12/2015	Open	Accounts Payable	UNION PACIFIC RAILROAD		$1,667.92
	Paying Fund	Cash Account			Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$1,667.92	
104695	11/12/2015	Open	Accounts Payable	UNIVAR USA INC		$3,988.40
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,988.40	
104696	11/12/2015	Open	Accounts Payable	UTILITY TELEPHONE, INC.		$538.36
	Paying Fund	Cash Account			Amount	
	501 - Information Technology	501.11000 (Cash)			$538.36	
104697	11/12/2015	Open	Accounts Payable	VALLEY FARM SUPPLY STORES INC		$2,266.53
	Paying Fund	Cash Account			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$2,266.53	
104698	11/12/2015	Open	Accounts Payable	VAN DE POL ENTERPRISE INC		$2,092.06
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$2,092.06	
104699	11/12/2015	Open	Accounts Payable	WESTFORK ESTATES		$511.02
	Paying Fund	Cash Account			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$511.02	
104700	11/12/2015	Open	Accounts Payable	CALLAWAY, MICHAEL		$168.00
	Paying Fund	Cash Account			Amount	
	405 - Building	405.11000 (Cash)			$168.00	
104701	11/12/2015	Open	Accounts Payable	Cervenka, Neil		$192.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$192.00	
104702	11/12/2015	Open	Accounts Payable	Crawford, Steve		$108.00
	Paying Fund	Cash Account			Amount	
	201 - Asset Forfeiture	201.11000 (Cash)			$108.00	
104703	11/12/2015	Open	Accounts Payable	DAN AVILA & SONS		$411.68

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From Payment Date: 11/7/2015 - To Payment Date: 11/12/2015

	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$700.00	
	420 - WATER	420.11000 (Cash)			($288.32)	
104704	11/12/2015 Open		Accounts Payable	MOUW, LARRY		$62.50
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$62.50	
104705	11/12/2015 Open		Accounts Payable	MOUW, LARRY		$595.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$595.00	
104706	11/12/2015 Open		Accounts Payable	Parmley, Mike		$108.00
	Paying Fund	Cash Account			Amount	
	201 - Asset Forfeiture	201.11000 (Cash)			$108.00	
104707	11/12/2015 Open		Accounts Payable	Rodriguez, Joey		$108.00
	Paying Fund	Cash Account			Amount	
	201 - Asset Forfeiture	201.11000 (Cash)			$108.00	
104708	11/12/2015 Open		Accounts Payable	SHAW, DEANNA		$2,356.08
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$2,356.08	
104709	11/12/2015 Open		Accounts Payable	YORK, WAYNE		$467.98
	Paying Fund	Cash Account			Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)			$467.98	
Type Check Totals:			99 Transactions			$2,278,317.86

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	$2,278,317.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	99	$2,278,317.86	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	$2,278,317.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	99	$2,278,317.86	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**99**	**$2,278,317.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**

Payment Register

From Payment Date: 11/7/2015 - To Payment Date: 11/12/2015

	Total	99	$2,278,317.86	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	$2,278,317.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	99	$2,278,317.86	$0.00

5B.1

DRAFT

November 3, 2015
3:00 p.m.
Turlock Public Safety Facility – Training Room
244 N. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 3:02 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
   ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **CLOSED SESSION:**

City Attorney Phaedra Norton introduced the Closed Session Item.

Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: Fire Chief

Recommended Action: No reportable action.

6. **ADJOURNMENT:**

Motion by Councilmember Nascimento, seconded by Councilmember Jacob, to adjourn Closed Session at approximately 5:00 p.m.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

DRAFT

5B2

NOVEMBER 10, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:02 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

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

A. Mayor Soiseth presented a Proclamation to Turlock Associated Police Officers President Brandon Bertram in recognition of "Movember" Men's Health Movement, November 2015, supported by Turlock Police Department. Mr. Bertram spoke regarding past and present fundraising efforts and thanked Council for their support.

B. Mayor Soiseth recognized City employees Keith Humphres, Rob Winters, Dave Funk, Matt Ulrich, Joey Rodriguez, and Councilmember Bill DeHart, and all veterans in attendance at the meeting in recognition of their service to our country. Mayor Soiseth presented a Proclamation honoring United States Veterans and Veterans Employed by the City of Turlock in recognition of Veterans Day, November 11, 2015.

Commander Mike Seward of the Turlock VFW Post 5059, Commander Gunner Wardee Bruce of the American Legion Post 88, and Commander Andrew Majares of the Turlock Disabled American Veterans Chapter thanked the Council for the recognition and acknowledged the Council and Parks, Recreation & Public Facilities staff for the efforts put forth on behalf of veteran groups in regard to the cannon placement and dedication. Ken Whitehill of American Legion Post 88 provided information on an upcoming dinner that will be provided at no charge to veterans.

Mayor Soiseth also stated the City will be participating in the Green Light Event program at various locations throughout Turlock.

C. Mayor Soiseth introduced Municipal Services Director Michael Cooke who presented Water Saving Hero Award certificates to Turlock residents Milt Trieweiler and Zella Linn in recognition of their water saving efforts.

D. Mayor Soiseth presented a Proclamation to City Manager Roy Wasden in recognition of his retirement and service to the City of Turlock. Dana Ferreira, representative for Congressman Jeff Denham, presented Mr. Wasden with a Congressional Record that was read on House Floor on November 4, 2015 in recognition of his service. In addition, League of California Cities Representative Stephen Qualls presented a plaque in recognition of his retirement, noted Mr. Wasden's passion for Turlock and cities across California, and thanked him for his service. City Manager Wasden thanked the Council for the recognition and reflected on his career and the great City staff and community members with whom he has enjoyed working.

DRAFT

3. **A. SPECIAL BRIEFINGS:**

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
No report.

2. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Crime Prevention through Environmental Design Project by CSU Stanislaus Community Policing - Criminal Justice Class

Ashley Connolly, Shelby Keefer and Sharif Sulieman presented information on their recent class project related to crime prevention through environmental design which focused on the Stanislaus County Library and Turlock Senior Citizens Center including their findings and recommendations for reduction of crime at those locations. Findings included dark lighting, entrance viewing difficulties, bad lighting, campers, trash, and structural concerns that provide for sleeping areas, the ability to easily climb walls and hide. Recommendations included increased lighting, alterations to the current landscaping, knocking down walls, repainting the restroom, adding an additional dumpster, and changing hours of operation. Additional discussion included costs for recommended improvements, potential funding sources, a request for volunteers, and concerns for the safety of children.

Mayor Soiseth commended the students for their work on this project.

Mayor Soiseth asked for public comment.

Turlock Library Branch Manager Diane Bartlett thanked the students for their efforts and spoke in favor of creating a friendly environment for all of our citizens.

Turlock Senior Citizens Center President Gail Frost spoke regarding having no knowledge of a survey being available, concerns over vagrants, drug dealing, safety concerns, inappropriate behavior and vulgar graffiti.

Police Chief Robert Jackson thanked the students for their efforts and noted that quality of life issues and violations of the law are taken very seriously.

Joan Olstrand, Friends of the Library representative, spoke in favor of library activities and noted that children are safe at the library.

Mayor Soiseth requested Police Chief Jackson and Parks, Recreation & Public Facilities Director Allison Van Guilder contact Ms. Frost for further discussion.

3. **STANISLAUS COUNTY AG COMMISSION**
Stanislaus County Ag Commissioner Milton O'Hare and California Department of Food and Agriculture representative David Pegos presented information on the Asian Citrus Psyllid infestation discovered within the city limits including the threat it poses to citrus plants, quarantine areas located in California, Huanglongbing disease and means of transmittal, potential impacts on the citrus crop, treatment notification procedure, and potential economic impacts. Mr. Pegos praised Mayor Soiseth for his work in Afghanistan and noted the upcoming Farmer Veteran Coalition Conference at which Mayor Soiseth will be presenting.

DRAFT

4. **AD HOC SUB COMMITTEE FOR TREE MAINTENANCE/SIDEWALK REPAIR PROGRAMS** Councilmember DeHart provided an update on the activities of the Ad Hoc Sub Committee for Tree Maintenance/Sidewalk Repair Program including that a proposal will be presented at the December 8, 2015 Council meeting.

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)

   City Manager Wasden and Mayor Soiseth noted that Administrative Services Director Kellie Jacobs-Hunter is close to completing the chart to track goals contained in the Policy Goals and Implementation Plan.

2. City Clerk Kellie Weaver provided an update on Board, Commission, and Committee vacancies.

2. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including the Council Chamber Upgrade project, North Turlock and Taylor Road Improvement project, Skate Park project, A Street Alley Paving project, annual Slurry Seal project, and East Main Street Waterline Replacement project.

C. PUBLIC PARTICIPATION:

Virginia Benyat spoke regarding an issue related to the need for a stop sign on her street, her discussion with Councilmember Jacob regarding the issue, praised City staff for the excellent job they are doing in Turlock, and the importance of encouraging one another.

Turlock Library Branch Manager Diane Bartlett provided information on upcoming programs and activities at the Turlock Library including a program focusing on insurance coverage assistance through Covered California, an International Game Day celebration, Find the Grinch activities, Family Craft Day, and a story time with a special reading by Mayor Soiseth. In addition, Ms. Bartlett commended the Friends of the Library who started a building fund for the library. She also provided information about literacy support programs such as Early Literacy, Books in Home, Story Time, One Thousand Books Before Kindergarten, book clubs, the Teen Advisory Board, conversation groups, financial literacy and computer literacy.

Stanislaus County District 2 Supervisor Vito Chiesa praised City Manager Wasden for his service to the City. He also spoke regarding a potential transportation tax measure that would be used to improve local streets and roadways. Mayor Soiseth noted that he sits on the StanCOG board and that he is happy to meet with constituents if they would like more information.

4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA

Action: Motion by Councilmember DeHart, seconded by Councilmember Jacob, to waive reading of all ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

C. DISCLOSURE OF EX PARTE COMMUNICATIONS

1. Scheduled Matter 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 communication.

5. CONSENT CALENDAR:

Mayor Soiseth noted the green sheet to Consent Calendar Item $5B_2$.

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, 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. 2015-225** Accepting Demands of 10/15/15 in the amount of $1,083,754.40; Demands of 10/22/15 in the amount of $1,371,174.07
B. *Motion*: Accepting Minutes of Special Meeting of October 27, 2015; Minutes of Regular Meeting of October 27, 2015
C. *Motion*: Approving the advertisement for construction bids for City Project No. 12-60C, "Turlock Regional Transit Center Phase 2"
D. *Motion*: Accepting the Capital Facility Fee Program report for Fiscal Year 2014/15
E. **Resolution No. 2015-226** Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2015-16 in the amount of $384,251 and adjusting the Projected Local Transportation Revenue in Fund 216 to current StanCOG estimates
F. **Resolution No. 2015-227** Declaring the Intention to Order Annexation No. 23 to Existing Community Facilities District No. 2 (Services Mitigation)
G. **Resolution No. 2015-228** Finding that the City of Turlock has met the requirements of Senate Bill 5 (Flood Management)
H. **Resolution No. 2015-229** Approving an agreement in the amount of $42,399 with Warden's Office of Modesto, California, for the purchase and installation of Haworth panel systems and accessories without compliance to the formal bid procedure, pursuant to City of Turlock Resolution No. 97-134, and having found that the criteria listed in Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5) have been satisfied

I. **Resolution No. 2015-230** Re-appropriating unexpended Fiscal Year 2014-15 funds from account number 506-00-000-213.51020 "Equipment Replacement" to Fiscal Year 2015-16 account number 506-00-000-213.51020 "Equipment Replacement," in the amount of $167,000, to provide for the acquisition of vehicles and subsequent vehicle equipment replacement that had not been fully realized by June 30, 2015

J. **Resolution No. 2015-231** Appropriating $4,692 to 242-00-000-206.51010 "Computer" from Fund 242 "Computer Replacement-City Manager" reserve balance for annual Microsoft licensing and the replacement of three (3) computer systems

K. 1. *Motion*: Approving the Services Agreement between the City of Turlock and New World Systems for payroll software support
2. **Resolution No. 2015-232** Appropriating $7,600 to 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for software support in making processing changes to the New World Systems payroll module

L. **Resolution No. 2015-233** Approving modifications to the job description for the position of Staff Services Assistant, effective November 10, 2015, to include payroll preparation as an essential function of the position

M. *Motion*: Rejecting Claim for Damages filed by Joe Cerqueira

6. FINAL READINGS:

A. **Ordinance No. 1216-CS**, Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2015-02, Planned Development No. 273 (Turlock Walnut Company Expansion)] as Introduced on October 27, 2015 was passed and adopted 5/0 by the following vote:

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

Resolution No. 2015-234 Establishing Conditions of Approval for Planned Development No. 273 (PD-273) – Turlock Walnut Company Expansion was introduced by Councilmember Jacob, 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

7. PUBLIC HEARINGS

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

Mayor Soiseth noted a green sheet to this item.

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

Action: **Resolution No. 2015-235** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember Nascimento, 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

8. SCHEDULED MATTERS:

A. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to approve the amended Parks, Recreation and Public Facility Department's part-time employee wage scale for Fiscal Year 2015-16, effective January 1, 2016.

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

Action: **Resolution No. 2015-236** Approving the amended Parks, Recreation and Public Facility Department's part-time employee wage scale for Fiscal Year 2015-16, effective January 1, 2016 was introduced by Councilmember Jacob, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

B. Mayor Soiseth noted that the request to authorize dedicated supplemental overtime, for three (3) firefighter positions, for a six (6) month time-period beginning January 1, 2016 through June 30, 2016 and for Fiscal Year 2016-17 would be removed from the agenda to be brought forward at a future meeting.

City Manager Wasden explained that the City was unsuccessful in obtaining the SAFER grant funding and noted his recommendation to hire personnel rather than authorizing dedicated supplemental overtime.

C. Police Chief/Interim Fire Chief Robert Jackson presented the staff report on the request to approve an agreement with the State of California for the temporary transfer of vehicular equipment covering the assignment of a California Office of Emergency Services (Cal OES), Type I Fire Engine, to the City of Turlock Fire Department.

Mayor Soiseth noted a green sheet to the item.

Police Chief Jackson introduced Captain Dave Bickle who also provided information relative to the request.

Council discussion included staffing and the ability to terminate the agreement in the future if it is determined acceptance of the vehicle is not in the best interest of the City.

Mayor Soiseth asked for public comment.

Ken Whitehill inquired as to the capabilities of the new engine in relation to fighting tanker car fires and if Turlock Fire Department has any foam trucks.

Mayor Soiseth closed public comment.

Action: **Resolution No. 2015-237** Approving an agreement with the State of California for the temporary transfer of vehicular equipment covering the assignment of a California Office of Emergency Services (Cal OES), Type I Fire Engine, to the City of Turlock Fire Department was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

D. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to authorize the creation of a five (5) member review panel for City Manager recruitment and appoint the Mayor and interim City Manager as co-chairs of the panel.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, Authorizing the creation of a five (5) member review panel for City Manager recruitment and appointing the Mayor and interim City Manager as co-chairs of the panel. Motion carried 5/0 by the following vote:

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

E. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to appropriate an additional $400,000 to account number 511-10-151.35017_001 "Self Insurance Transfer Medical/Dental" to be funded from the City's various operating budgets to augment the 2014-15 budget for Fund 511 "Health Care" due to net claims expenses in excess of budgeted revenue.

City Manager Wasden noted the need to closely monitor health care costs and the positive benefits that should result from the implementation of the SEITY Wellness Program.

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

Action: **Resolution No. 2015-238** Appropriating an additional $400,000 to account number 511-10-151.35017_001 "Self Insurance Transfer Medical/Dental" to be funded from the City's various operating budgets to augment the 2014-15 budget for Fund 511 "Health Care" due to net claims expenses in excess of budgeted revenue was introduced by Councilmember Jacob, 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

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Mayor Soiseth commented that he would be traveling to southern California with Stanislaus County District 2 Supervisor Vito Chiesa to attend Focus on the Future 2015 to look at self-help counties and the benefits of passing a regional, countywide tax initiative for transportation. Mayor Soiseth noted he would then leave for Sacramento to participate in the Farmer Veteran Coalition Conference in Sacramento to speak about his time in Afghanistan and his farming in California.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Items.

Public Employee Appointment, Cal. Gov't Code §54957(b) (1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: Interim City Manager

Action: City Attorney Phaedra Norton reported that the City Council unanimously appointed Michael Cooke to serve as the Interim City Manager for the City of Turlock.

Conference with Labor Negotiators, Cal. Gov't Code §54957.6
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Negotiator: Mayor Gary Soiseth
Unrepresented Employees: Interim City Manager

Action: Upon the announcement of the appointment of Michael Cooke to fill the role of Interim City Manager and subsequent declination by Mr. Cooke to receive the 5% salary increase authorized by City Council, Council approved Mr. Cooke's declination 3/2 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	No	No	Yes

12. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember Nascimento, to adjourn at 8:16 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5c

Council Synopsis

December 8, 2015

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No.14-24, "Storm Drain Repairs on Countryside Drive," is exempt from the provisions of CEQA in accordance with Section 15301(d)

Motion: Awarding bid and approving an agreement in the amount of $238,800 (Fund 413) with Breneman, Inc., of Walnut Creek, California, for City Project No. 14-24, "Storm Drain Repairs on Countryside Drive"

2. DISCUSSION OF ISSUE:

On November 12, 2015, staff received four bids for City Project No. 14-24, "Storm Drain Repairs on Countryside Drive." Breneman, Inc., of Walnut Creek, California, was the lowest responsible bidder.

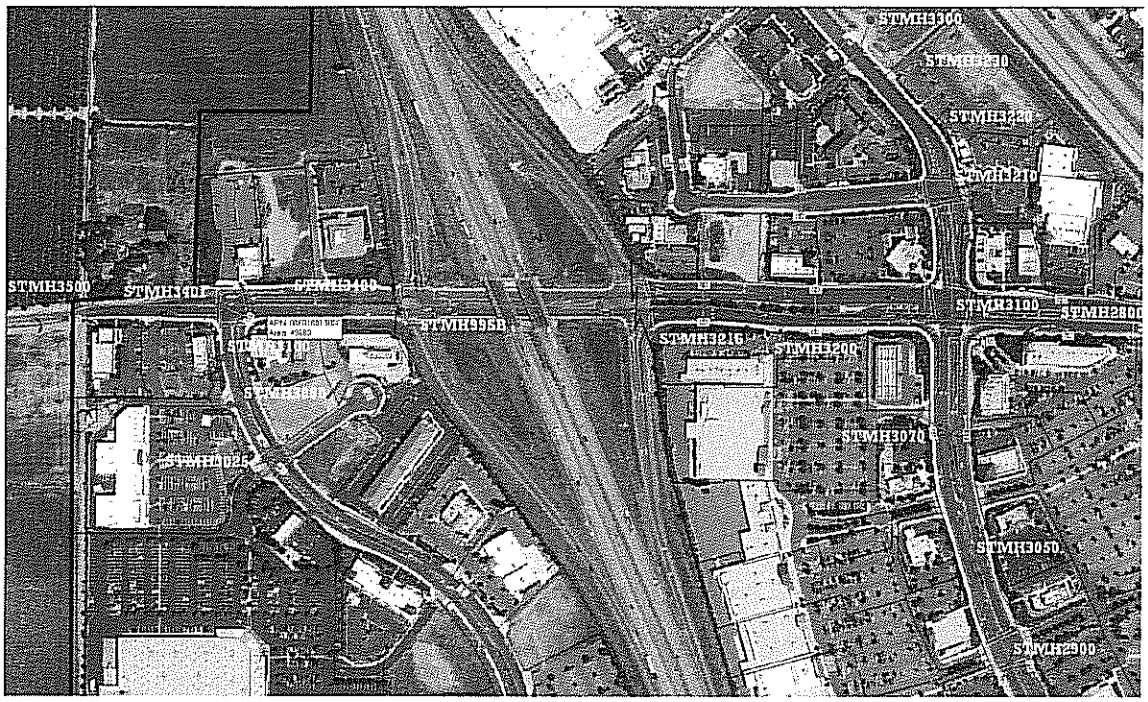
Bid Summary:

COMPANY NAME	BASE BID AMOUNT	ADDITIVE ALTERNATE
Breneman, Inc.	$217,800	$21,000
Rolfe Construction	$227,360	$39,720
Bill Nelson GEC, Inc.	$275,000	$55,000
A-S Pipeline, Inc.	$345,000	$65,000

Bids were evaluated based on the lowest base bid amount. In addition to the base bid, an additive bid alternate was included on the bid form.

Storm drain trunk line, manholes, and laterals were installed for Phase 1 of the Monte Vista Crossings shopping center on Countryside Drive and Monte Vista Avenue around the year 2000. The pipe material installed was black high density polyethylene. After failures of the asphalt road surface were noted on Countryside Drive, the City of Turlock Utilities Division began studying the cause

and produced a number of closed circuit television videos (CCTV) of the interior of the storm drain manholes and connecting storm drain trunk line and laterals beginning in the year 2011. Through this CCTV effort, it was discovered that the connection of various pipe runs to manholes had failed. The failure mode was a shearing of the pipe, producing a vertical offset in the circular profile of the pipe with the circular profile of the penetration through the manhole. Due to this shearing, backfill material above the pipe has washed into the manhole, leaving voids which have caused settlement of the road above. The exact cause is unknown, though it has been hypothesized that poor compaction of pipe backfill material, thermal expansion/contraction of the plastic pipe at the time of installation, improper lengths for segments of pipes penetrating the manhole, and poor construction methods may be contributing factors of the shearing. The storm drain issues appear to affect the first phase of the Monte Vista Crossings Shopping Center based on an analysis of the videos taken in the field for the entire study area which encompasses all storm drain infrastructure depicted in the following graphic:



Three manholes exhibit considerable pipe offsets which must be corrected to prevent sediment from washing into the storm drain system and prevent further settlement of the road surfaces. A fourth manhole was also noted to include a pipe offset, though it is relatively minor in severity compared with the others. This fourth manhole has been included in the scope of this project with the acceptance of the additive bid alternate. The proposed project will correct the pipe penetration offsets by installing couplings outside of the manhole and connecting each existing segment of pipe to a new segment of pipe and reconstructing the faulty manhole penetration.

Construction of this project will begin after the winter rainy season has ended. Construction should be complete by June 2016.

It should be noted here that stress buckling and cracking have been noted in a few areas within the 42" diameter storm drain trunk line in the project study area. City staff and the retained consultant, DF Engineering of Modesto, will continue to monitor the condition of the trunk line and investigate potential approaches to correct the issues within the trunk line. A separate project may come before council to address the defects within the storm drain trunk line in the future.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 : Municipal Infrastructure

General Principles:

3. Residents, businesses and visitors rely on:
   c. Quality and well-functioning storm water systems that comply with state requirements

Action Item:

5. Maintain adequate storm drain and sewer capacity and comply with statewide permits for municipal sewer and storm drain systems.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering	DF Engineering
$340,344	$238,800	$23,880	$23,880	$20,584	$33,200

Adequate funds are budgeted in account number 413-51-536.51162, "Countryside Storm Drain Line."

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommended approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of rehabilitation of existing storm drain infrastructure. This project has been determined to be categorically exempt in accordance with Section 15301 (d) of the California Environmental Quality Act (CEQA).

Title 14 California Code of Regulations (CCR) Section 15301 (d):

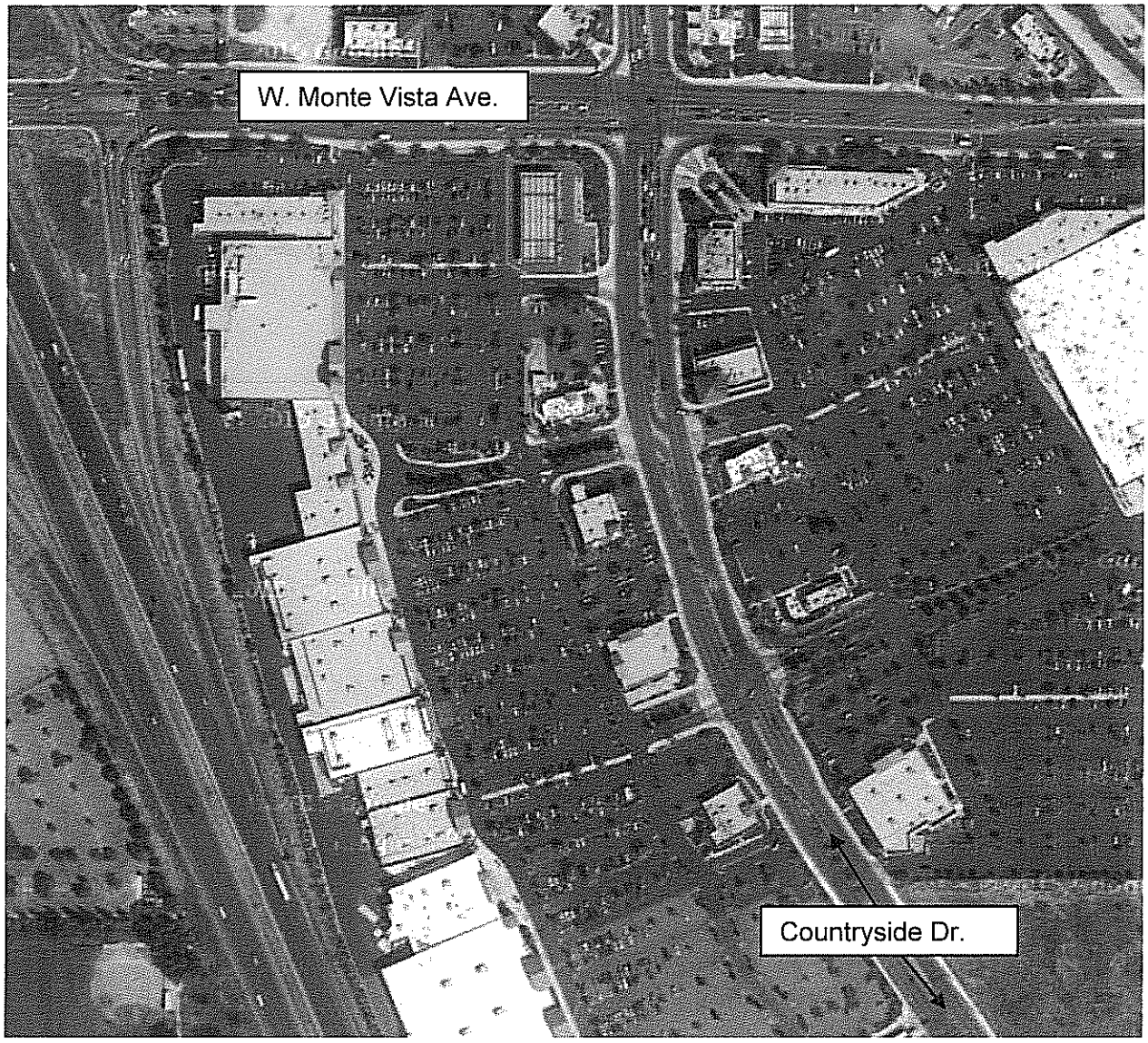
> *"Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood;"*

7. ALTERNATIVES:

A. Not approve the environmental determination. This is not recommended, as the project scope aligns with the exemption provided in CCR 15301(d).

B. Reject all bids and not award the agreement. This is not recommended, as the project is necessary to improve the condition of the storm drain system and surface improvements and funds are available and budgeted for this purpose.

City Project No. 14-24
Storm Drain Repairs on Countryside Drive



CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Storm Drain Repairs on Countryside Drive
PROJECT NUMBER: 14-24
BID OPENING: November 12, 2015
2:00 PM
ANTICIPATED COUNCIL AWARD DATE: December 8, 2015

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 Breneman, Inc.		2 Rolfe Construction Company		3 Bill Nelson GEC, Inc.		4 A-S Pipelines, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization*	LS	1			$10,000.00	$10,000.00	$16,720.00	$16,720.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00
2	Remove Existing Improvements	LS	1			$4,800.00	$4,800.00	$13,120.00	$13,120.00	$15,000.00	$15,000.00	$40,000.00	$40,000.00
3	Construction Project Sign	EA	1			$500.00	$500.00	$8,320.00	$8,320.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00
4	Erosion Control	LS	1			$6,500.00	$6,500.00	$4,640.00	$4,640.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
5	Bypass pumping	LS	1			$20,000.00	$20,000.00	$1,760.00	$1,760.00	$50,000.00	$50,000.00	$20,000.00	$20,000.00
6	Traffic Control System	LS	1			$22,000.00	$22,000.00	$12,320.00	$12,320.00	$15,000.00	$15,000.00	$40,000.00	$40,000.00
7	Dewatering	LS	1			$15,000.00	$15,000.00	$2,720.00	$2,720.00	$12,500.00	$12,500.00	$10,000.00	$10,000.00
8	Earthwork	LS	1			$22,000.00	$22,000.00	$26,240.00	$26,240.00	$15,000.00	$15,000.00	$57,500.00	$57,500.00
9	Shoring	LS	1			$29,000.00	$29,000.00	$31,360.00	$31,360.00	$25,000.00	$25,000.00	$37,500.00	$37,500.00
10	Storm Drain Manhole (60") Re-Construction (SDMH-8)	LS	1			$30,000.00	$30,000.00	$36,720.00	$36,720.00	$55,000.00	$55,000.00	$50,000.00	$50,000.00
11	Storm Drain Manhole (60") Re-Construction (SDMH-10)	LS	1			$30,000.00	$30,000.00	$36,720.00	$36,720.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00
12	Storm Drain Manhole (60") Re-Construction (SDMH-11)	LS	1			$28,000.00	$28,000.00	$36,720.00	$36,720.00	$40,000.00	$40,000.00	$20,000.00	$20,000.00
Total =					$230,000.00		$217,800.00		$227,360.00		$275,000.00		$345,000.00
	ADDITIVE BID ALTERNATE												
A2	Storm Drain Manhole (60") Re-Construction (SDMH-4)	LS	1	$20,000.00	$20,000.00	$21,000.00	$21,000.00	$39,720.00	$39,720.00	($55,000.00)	($55,000.00)	$65,000.00	$65,000.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 14-24

Storm Drain Repairs on Countryside Drive

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

Breneman, Inc.
2000 Norris Road
Walnut Creek, CA 94596

hereinafter called "Contractor" on this 8th day of December, 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 December 8, 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: Re-construction of three (3) storm drain manholes, and repair of storm drain gravity pipe connections to manholes including all related earthwork, grading, and surface repairs and furnishing all necessary labor, materials, tools, equipment and any 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. 14-24, "Storm Drain Repairs on Countryside Drive."**

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 **Two Hundred Thirty Eight Thousand Eight Hundred**

and NO/100ths Dollars ($238,800.00). Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**
The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The contract shall be substantially complete before the expiration of **Fifty (50)** working days beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. Final Completion, , including all punch list items, shall be completed on or before the expiration of **Sixty (60)** 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 **Eight Hundred** and no/100ths Dollars **($800.00)** for each calendar day beyond the due date herein provided for Substantial Completion. After Substantial Completion has been achieved, the City may deduct Four Hundred and no/100ths Dollars **($400.00)** for each calendar day beyond the due date herein provided for Final Completion 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

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.

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

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

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

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

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

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

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

(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. CITY CONTRACT ADMINISTRATOR:

The City's contract administrator and contact person for this Agreement is:

Stephen Fremming
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5599 ext. 4417
E-mail: sfremming@turlock.ca.us

32. Interpretation:

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

33. 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.

34. 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 24 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

_____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

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. 14-24, "Storm Drain Repairs on Countryside Drive,"** 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. 14-24, "Storm Drain Repairs on Countryside Drive,"** 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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5D

Council Synopsis

December 8, 2015

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

Prepared by: Nathan Bray, P.E.
Principal Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 15-39, "Clarifier No. 5," is exempt from the provisions of CEQA in accordance with Section 15306

Motion: Approving a professional services agreement with Carollo Engineers, of Walnut Creek, California, for professional engineering design and bidding services, in an amount not to exceed $377,701 (Fund 413) for City Project No. 15-39, "Clarifier No. 5"

2. DISCUSSION OF ISSUE:

The City of Turlock owns and maintains the Regional Water Quality Control Facility (RWQCF) located at 701 S. Walnut Road. The RWQCF is a regional facility that treats wastewater from the City's population of 72,000 including California State University Stanislaus, other institutions, industries, businesses and neighboring Community Service Districts of Denair and Keyes and primary treated wastewater from the City of Ceres. The current permitted capacity of the RWQCF is 20 MGD and is comprised of primary, secondary and tertiary treatment levels before being either recycled for industrial cooling and irrigation or discharged into the San Joaquin River.

In 2014 the City completed a RWQCF master plan which describes in detail the current processes in place as well as the recommended changes to account for the anticipated growth associated with the current general plan. In accordance with the RWQCF master plan, the City is looking to design and prepare construction drawings, specifications and estimates for the addition of secondary clarifier number 5. The design of the new clarifier and related equipment will address and take into consideration the RWQCF master plan and all new technologies available.

Staff advertised a RFP for the professional services required for design and bidding services for clarifier number 5. Two consultants provided proposals and

staff ranked each proposal. Carollo was selected as the firm that would provide the best quality services for this project. Staff anticipates having a biddable set of plans and specifications in the fall of 2016; at which time Staff will seek Council's authorization to bid the project.

3. BASIS FOR RECOMMENDATION:

A) Funding is available in Fund 413 (WQC Capital Expansion Reserve) and this project is in compliance with the master plan.

B) The consultant has decades of experience in this type of work and provided the best proposal.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4: Municipal Infrastructure

General Principles:

3. Residents, businesses and visitors rely on:
   b. Quality and well-functioning wastewater treatment systems with adequate treatment capacity

Action Item:

4. Maintain adequate wastewater treatment capacity

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Sufficient funds are available in account number 413-51-539.51027_001 and are in the adopted budget. Staff has budgeted $4,200,000 for FY 2015-16 and $2,300,000 for FY 2016-17.

Note: No general funds will be used for this project.

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. Not make the environmental determination that this project is exempt from the provisions of CEQA. Staff does not recommend this as this project consists of information collection and design. Council will have an opportunity to make an environmental determination for the construction phase of this project when Staff seeks authorization to bid.

B. Not improve an agreement with Carollo Engineers. This is not recommended because professional design services are needed to construct clarifier number 5 and staff does have the appropriate design experience.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CAROLLO ENGINEERS
for
PROFESSIONAL DESIGN AND BIDDING SERVICES FOR SECONDARY CLARIFIER NO. 5
CITY PROJECT NO. 15-39

THIS AGREEMENT is made this 8TH day of December 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CAROLLO ENGINEERS** a private corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional engineering design and bidding services; and

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

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

1. **SCOPE OF WORK:** CONSULTANT shall 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 (Request for Proposals) and Exhibit B (CONSULTANT proposal). CONSULTANT shall provide Services that are acceptable to CITY.

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit C as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit B and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Three Hundred Seventy Seven Thousand Seven Hundred One and 00/100^{ths} Dollars ($377,701.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective December 8, 2015 and end March 31, 2017, subject to CITY's availability of funds.

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

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

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

ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance

coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

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

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

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

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee

of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its

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

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

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

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

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

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

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

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during

their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

19. **AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or

change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of 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.

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

for CONSULTANT: **CAROLLO ENGINEERS**
ATTN: James Wickstron
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598
PHONE: (925)932-1710
FAX: (925)930-0208

for CITY: **CITY OF TURLOCK**
ATTN: Nathan Bray
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4435
FAX: (209) 668-5563

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Nathan Bray
Development Services Department
156 S. Broadway, Suite 150

Turlock, California 95380-5456
Telephone: (209) 668-5599 Ext. 4435
E-mail: nbray@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: _____
Gary Soiseth, Mayor

or

_____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CAROLLO ENGINEERS, a private corporation

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT - A -

City of Turlock
Development Services Department
Engineering Division

Request for Proposals

Professional Design and Bidding Services for one Wastewater Treatment Secondary Clarifier and related Support Equipment

The purpose of this Request for Proposals is for professional design services for a wastewater treatment secondary clarifier and related appurtences at the Turlock Regional Water Quality Control Facility.

Submit Proposals to:
City of Turlock
Development Services Department
Engineering Division
Attention: Nathan Bray
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline
Wednesday, August 12, 2015
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:
Nathan Bray, P.E. Senior Civil Engineer
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5599 Ext. 4435
nbray@turlock.ca.us

Introduction

The City of Turlock (City) is accepting proposals from qualified firms to provide professional wastewater treatment design and suitable construction bidding services for the City. The qualified firm shall design and provide construction drawings and specifications for a secondary clarifier and related appurtences for the City's Regional Water Quality Control Facility (hereinafter referred to as RWQCF) and evaluate the most current technology applicable in order to provide a state of the art secondary clarifier. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

Background

The RWQCF is a regional facility that treats wastewater from the City's current population of 72,000 including California State University Stanislaus, other institutions, industries, businesses and neighboring Community Service Districts of Denair and Keyes and primary treated wastewater from the City of Ceres. The RWQCF has been expanded or improved numerous times over the past 90 years. Secondary treatment capacity was expanded in 1994. Advanced secondary nitrification facilities were added in 2000, and in order to meet more stringent discharge requirements tertiary treatment was added in 2006. Additional tertiary filters were added in 2009 as part of a planned capacity expansion. The City recently completed new headworks, an expansion of the primary and secondary treatment processes and an effluent pipeline and pump station that bypasses the Harding Drain and discharges treated effluent directly to the San Joaquin River.

The current permitted capacity of the RWQCF is 20 MGD and is comprised of primary, secondary and tertiary treatment levels before being either recycled for industrial cooling and irrigation or discharged into the San Joaquin River.

In 2014, the City completed a RWQCF master plan which describes in detail the current processes in place as well as the recommended changes to account for the anticipated growth associated with the current general plan.

In accordance with the RWQCF master plan, the City is looking to design and prepare construction drawings, specifications and estimates for the addition of secondary clarifier number 5. The expectation is the design of the new clarifier and related equipment will address and take into consideration the RWQCF master plan, the new technologies available including but not limited to McKinney or Stamford baffles, electric sludge depth devices, RAS tubes, etc. The work shall include all work and trades necessary to design the clarifier and produce construction ready plans, specifications suitable for bidding the project and estimated cost of the project.

Scope of Services

The proposed scope of services includes, but would not be limited to, the following:

- Study the RWQCF master plan
- In conjunction with City Staff, evaluate the use of new technologies
- Conduct regular design meetings with City Staff
- Submit 30% , 50% and 95% plans for City staff review and comment
- Submit specifications and estimates with 95% plans
- Submit 100% plans, specifications and estimates in both electronic and hard copy formats
- Incorporate low impact design in compliance with the City's MS4 Storm Water Permit
- Submit tasks relative to bidding services

Bidding Services

Once the construction documents are let to bid, the Consultant shall provide support to the City by reviewing RFI's, issuing addenda, preparing an agenda for a pre-bid meeting, and leading a pre-bid meeting. All RFI's will be reviewed by the City and passed to the consultant for response as needed. The City anticipates a 4 week long advertisement period to give contractors adequate time to submit RFI's and allow time to issue addenda. The pre-bid meeting shall be held 2 weeks before the bids are due.

Assumptions

With City Council approval, the successful Consultant shall be awarded a contract for these services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical reports or data. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Professional Services Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional experience and expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities, knowledge and experience with similar system designs and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFP. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional wastewater treatment engineering design services. Each proposal must contain a statement of qualifications that that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work;

2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience as related to this RFP. Use of a resume attachment is acceptable;

3. Services and History– Provide a list of available services as well as a listing and description of work completed for projects related to this RFP including project costs within the last 5 years;

4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock;

5. Fees – In a separately sealed envelope, provide a cost breakdown by task and a fee schedule. Each proposal shall provide hourly rates of staff;

6. Public Agencies – Include narrative description of experience with public agencies, if any;

7. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three samples of work related to this RFP that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

8. Design Team – Identify the key staff that will make up the design team. The design team shall remain consistent throughout the life of the project. The City shall consent to a change in design staff before the change occurs.

9. Pending Claim/Litigation – The consultant shall provide a statement of all claims/litigation (pending as well as finalized) the consultant has been involved with in the past 5 years.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFP. The proposal shall be limited to 30 pages and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to their preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFP they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFP, including the professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFP shall be included in the Agreement as an exhibit.

Contractual Requirements

A signed contract for services between the City and Consultant will serve as a basic document during the term of the agreement.

Proposal Submission

The consultant shall provide the information requested within the RFP. The consultant's proposal to this RFP consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. Consultants may attach relevant information and documentation not specifically requested.

The consultants shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFP so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide three printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFP. The final selection will be based on completeness, experience with agencies, and experience in similar projects, technical merit, cost competitiveness and time to perform. It is the City's intention to select one firm that has sufficient expertise to complete the work on time and within budget. However, the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
    a. Experience of the Consultant and staff selected to provide the specified services (15 pts),
    b. Record of the Consultant in accomplishing similar work within the required time, and within any established budget (10 pts),
    c. Technical approach (15 pts),
    d. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (3 pts)
    e. Extent of Consultant's organization (3 pts),
    f. Cost (4 pts).

4. City staff will review and rank the all proposals received from consultants for the work type specified within this RFP.

A City contract for consultant services will be brought to the City Council for consideration of its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Selection Interviews

The City reserves the right to hold selection interviews with any consultant submitting a proposal under this solicitation. These interviews will be held solely at the discretion of the City and after the proposal scoring process. The intent of the City is to hold interviews only with top-scoring consultants based on the proposal selection process. The interviews would be attended by representatives of the City as well as the consultant's team responsible for the project under this agreement. The selection interview will be used to gain further insight into the consultant's capabilities for the purpose of making a selection recommendation.

Anticipated Schedule of Award

Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled city council meeting on Tuesday, September 8, 2015.

AGREEMENT ATTACHED HERE

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and

_____
for

_____
CITY PROJECT NO. XX-XX

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and _____, a _____, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

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

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

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit _ as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit _ and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed _____ and ___/100^{ths} Dollars ($_____). CONSULTANT agrees that

compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of _____ months (___) beginning _____, 20__ and ending _____, 20__, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance

maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

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

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

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

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee

of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONSULTANT. Should

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

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

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

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

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

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

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

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment

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

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of 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.

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws,

ordinances, regulations and permits.

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

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

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

for CONSULTANT: _____
_____
_____
PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: _____
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. _____
FAX: (209) _____

34. PERFORMANCE BY KEY EMPLOYEE: CONSULTANT has represented to CITY that _____ will be the person primarily responsible for

the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONSULTANT. CONSULTANT therefore agrees that _____ percent (____%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

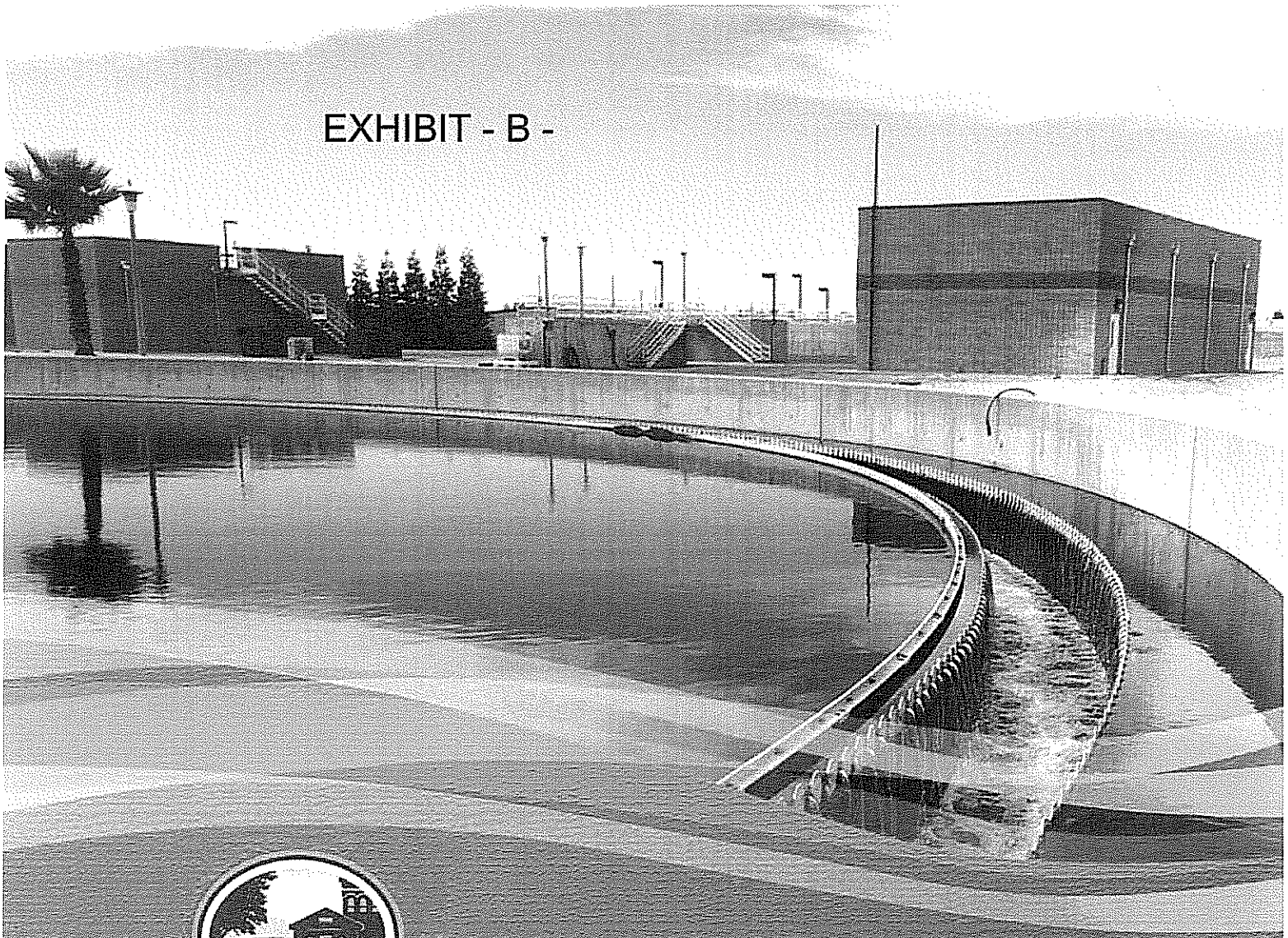
By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT - B -



CITY OF TURLOCK INC. 1908

PROPOSAL AUGUST 2015

Professional Design and Bidding Services for Secondary Clarifier No. 5

carollo

Engineers...Working Wonders With Water®

Carollo

Engineers...Working Wonders With Water®

August 12, 2015

Mr. Nathan Bray, P.E., Senior Civil Engineer
City of Turlock
156 South Broadway, Suite 150
Turlock, CA 95380

Subject: Proposal to Provide Engineering Services for Design and Bidding Services for Secondary Clarifier No. 5

Dear Mr. Bray:

The City of Turlock is seeking a consultant to provide professional design and bidding services for a new secondary clarifier at the City's Regional Water Quality Control Facility (RWQCF). Carollo is the best team for the job because we provide what no other firm can offer:

- **A proven team with technical expertise in the design of secondary clarifiers.** For your project, we are committing James Wickstrom as project manager and Rick Chan as principal-in-charge. James and Rick bring combined experience on more than 25 secondary clarifier design projects, including projects for the cities of San Leandro and South San Francisco, and the Fairfield-Suisun Sewer District.
- **A thorough understanding of key project issues.** From our discussion with you and other City staff, we understand your project goal to provide a secondary clarifier that is reliable, cost-effective, and easy to operate. Our proposal outlines a secondary clarifier design that includes many features that will improve performance, lower life-cycle costs, and reduce time and effort required by O&M staff to operate the process.
- **Detailed knowledge of your facility.** This extensive knowledge comes from working side-by-side with the City on multiple projects at the RWQCF over the past 20 years. Mike Britten, who will serve as technical advisor on this project, recently oversaw the completion of the RWQCF master plan. Ryan Sellman, our project engineer, was intimately involved with the construction of the Headworks and Secondary Expansion project. Our familiarity with existing site conditions, planned improvements, and current process operation will allow us to more effectively address both existing and future concerns.
- **A team that is responsive to City needs.** We have well-defined, rigorous procedures for project management that promote clear and consistent communication. As City staff knows from past work with our team, we will listen and respond to your needs and preferences during design in order to help you make informed decisions.

If you have any questions, please do not hesitate to call us.

Sincerely,

CAROLLO ENGINEERS, INC.

James Wickstrom, P.E.
Project Manager

Rick Chan, P.E.
Senior Vice President/Principal-in-Charge

2700 Ygnacio Valley Road, St. 300, Walnut Creek, CA 94598
P. 925.932.1710 F. 925.930.0208
carollo.com

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FEE

- See separate sealed envelope

APPENDIX A – RESUMES

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PROJECT TEAM AND EXPERIENCE

GENERAL INFORMATION

The Carollo team brings a proven track record of developing successful solutions to complex wastewater treatment challenges. We have a strong history with clients throughout California and will use our experience to help the City make sound decisions and deliver an innovative design that optimizes your future investment.

Our principal-in-charge, Rick Chan, a senior vice president of Carollo, will be the authorized representative to negotiate contract terms and make binding agreements on behalf of the firm. His contact information and office address follows:

Mr. Rick Chan, P.E., Senior Vice President
Carollo Engineers, Inc.
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598
Telephone: 925-932-1710

> The commitment, availability, and expertise of your consultant team will drive the success of your project. Recognizing this, we have assembled a team that brings a long history of working with your RWQCF team, technical proficiency, similar project experience, and team continuity to deliver your project effectively and efficiently. ***Simply put, we are the right team for your project.***

Each member of our team has demonstrated a depth of knowledge that comes from years of experience. Our team has worked together before and proven our value on past projects for the City. Our team provides the City with:

- Over 20 years of history working with the City to improve the RWQCF.
- An experienced project manager, project engineer, technical advisor, and support team that have a comprehensive understanding of the City's water quality control facility and are deeply familiar with the City's recent RWQCF master plan.
- Dedicated individuals who will provide specialized expertise in secondary wastewater treatment facilities.

Carollo commits the designated design team members for the duration of the project. Any proposed substitutions will require written approval from the City.

CITY OF TURLOCK INC. 1908

Principal-in-Charge	Technical Advisor
Rick Chan, P.E.	Mike Britten, P.E.

Project Manager
James Wickstrom, P.E.

Project Engineer
Ryan Sellman, P.E.

Design Team	
Secondary Clarifiers	**James Wickstrom, P.E.**
Hydraulics and Flow Splitting	**Ed Wicklein, P.E.**
RAS/WAS and Civil Design	**Ryan Sellman, P.E.**
Process Engineer	**Anne Conklin, Ph.D., P.E.**
Structural	**Mike Dadik, P.E., S.E.**
Electrical/Instrumentation	**Kevin Angle, P.E.**
Survey	**Towill, Inc.**
Geotechnical	**Kleinfelder, Inc.**

FIRM'S RESOURCES FOR QUICK RESPONSE TIME

The design process is most effective when the design team works collaboratively with the client. We have been working with City staff since 1994, when Secondary Clarifier No. 4 was commissioned. You have first-hand knowledge of the value of our firm and our team's recent work while developing your RWQCF master plan and from the design of the Headworks and Secondary Treatment Expansion.

The proof that Carollo has the resources to provide timely delivery of services lies in the proven working relationship and track record of our project team. James, Ryan, Rick, Mike, and the other members of our design team provide the institutional knowledge for continuity of the secondary clarifier with the rest of the facilities.

SENIOR LEADERSHIP YOU CAN TRUST

Superior leadership provides credibility for all your technical decisions and ultimately translates into better outcomes for the City of Turlock. Our project management team brings knowledge gained from the successful completion of Secondary Clarifier No. 4, Nitrification Facilities, Tertiary Treatment Facilities, and the Headworks and Secondary Treatment Expansion Project. In addition, our team has a proven experience with a wide range of secondary clarifier design projects at other locations to give you confidence that we will provide a state-of-the-art secondary clarifier.

Project Manager

Project Engineer

Principal-in-Charge

Technical Advisor

James Wickstrom will be responsible for the overall management of the project team. He will work with the principal-in-charge to make staff assignments; manage the project scope, budget, and schedule; facilitate decisions; establish meeting agendas; provide technical review; and maintain the overall quality program. James' strong background in design and construction will keep the project team focused on the key issues to make your job easier.

Ryan Sellman will assist James in managing the team and subconsultants, and ensuring the quality of project deliverables. With more than 10 years of engineering design and field experience, Ryan's expertise includes wastewater process design, infrastructure design, civil design, construction management, field inspection, and hydraulic modeling.

Rick Chan will be principal-in-charge and is the person authorized to negotiate contract terms and make binding agreements. Rick will work with James and Ryan to maintain the quality of project deliverables by committing the Carollo resources necessary to deliver a successful project. Rick has more than 25 years of experience in planning, design, and construction management of wastewater treatment facilities, including recent similar projects for the cities of San Leandro, South San Francisco, Reno; Daly City, and the Fairfield-Suisun Sewer District.

Mike Britten has extensive experience in master planning, design, and construction management of wastewater, water and storm water facilities. Mike has been providing wastewater services for the City since 1994. He was the project manager for the City's Secondary Clarifier No. 4 project, the Nitrification Facilities, and the Tertiary Treatment Facilities. His recent involvement in the City's Wastewater Master Plan Update, Headworks and Secondary Treatment Expansion Project, and the Harding Drain Bypass Pump Station and Pipeline Project provides an invaluable insight into the existing plant, controls, yard piping, and design criteria.

STRONG DISCIPLINE SUPPORT

Discipline support will be provided by a group of experienced professionals that have recently completed projects of similar size and complexity. Our proposed team includes in-house expertise related to hydraulics and Computational Fluid Dynamic (CFD) modeling, wastewater treatment process modeling, structural design, survey, geotechnical engineering, and electrical and instrumentation design.

Hydraulics and Flow Splitting

Process Engineer

Structural

Eletrical/ Instrumentation

Ed Wicklein has spent 16 years focused on design and analysis of municipal hydraulic and treatment facilities using computational fluid dynamic (CFD) modeling. He has experience in all phases of modeling including code development, flow analysis, and data visualization. Ed has completed nearly 100 CFD projects, which have included CFD analysis of flow splitting structures and secondary sedimentation processes.

Anne Conklin is an established expert in the evaluation and optimization of secondary and tertiary treatment processes – a position gained through work at treatment facilities that either have, or are planning for, some of the strictest nutrient removal requirements in the nation. As part of the City's recent master plan, Anne evaluated how to expand the trickling filter/activated sludge plant to accommodate growth and eventual nitrogen removal permit requirements.

Mike Dadik is Carollo's structural practice leader for Northern California. With more than 24 years of experience, Mike specializes in water and wastewater treatment and infrastructure design, seismic rehabilitation and retrofit, and coating and corrosion control. Mike has performed structural design of more than $300 million in wastewater expansion and rehabilitation projects.

Kevin Angle has more than 14 years of experience in the design of electrical power distribution systems and controls for water and wastewater projects. He is also experienced in the coordination of electrical work with civil, structural and mechanical work, during both design and construction phases of a project.

SUBCONSULTANTS

Towill, Inc. – Survey

Towill has provided solutions to land and hydrographic surveying, aerial photogrammetric mapping, and geographic information system needs since 1955. Towill has a solid reputation for providing surveying and mapping services to the public sector, including cities, counties, and state and federal agencies. Based on their many years of experience, they have proven that they can meet rigorous standards for data collection, reduction and adjustment, and the performance of precision alignment and monitoring surveys.

Kleinfelder, Inc. – Geotechnical Engineering

Kleinfelder will provide geotechnical engineering for the project. Kleinfelder is a $275 million employee-owned geotechnical and environmental engineering, construction management, and materials testing firm with over 2,000 personnel located in offices throughout the United States. Our project will be served by their office located in the City of Modesto. Kleinfelder's staff possesses a wealth of knowledge about local soil and geological conditions based on their past work on the plant site.

REFERENCES

Our key team members are highly qualified, available, and ready to begin work on your Secondary Clarifier No. 5 project. Each can point to a long list of satisfied clients for whom they have provided excellent service. Detailed resumes for each team member are included in the Appendix. We invite you to contact the references listed below for services provided by our firm and team during the past two years. They will be happy to attest to our team's work quality and responsiveness on similar projects.

Water Pollution Control Plant Rehabilitation Reliability Upgrade, City of San Leandro, California

Project Duration: 2008-2014

Contact: Mr. Dean Wilson, Plant Manager / 3000 Davis Street / San Leandro, CA 94577
Telephone: 510-577-6030 / Email: dwilson@ci.san-leandro.ca.us

Team Member Involvement:

- Rick Chan
- James Wickstrom
- Ed Wicklein
- Mike Dadik
- Towill, Inc.

Phase 2 Biological Nutrient Removal/Tertiary Treatment Facility Design, City of Modesto, California

Project Duration: 2008-2016

Contact: Mr. William Wong, Engineering Division Manager / PO Box 642 / Modesto, CA 95354
Telephone: 209-571-5801 / Email: wwong@modestogov.com

Team Member Involvement:

- Mike Britten
- James Wickstrom
- Ryan Sellman
- Ed Wicklein
- Mike Dadik
- Kevin Angle
- Kleinfelder, Inc.

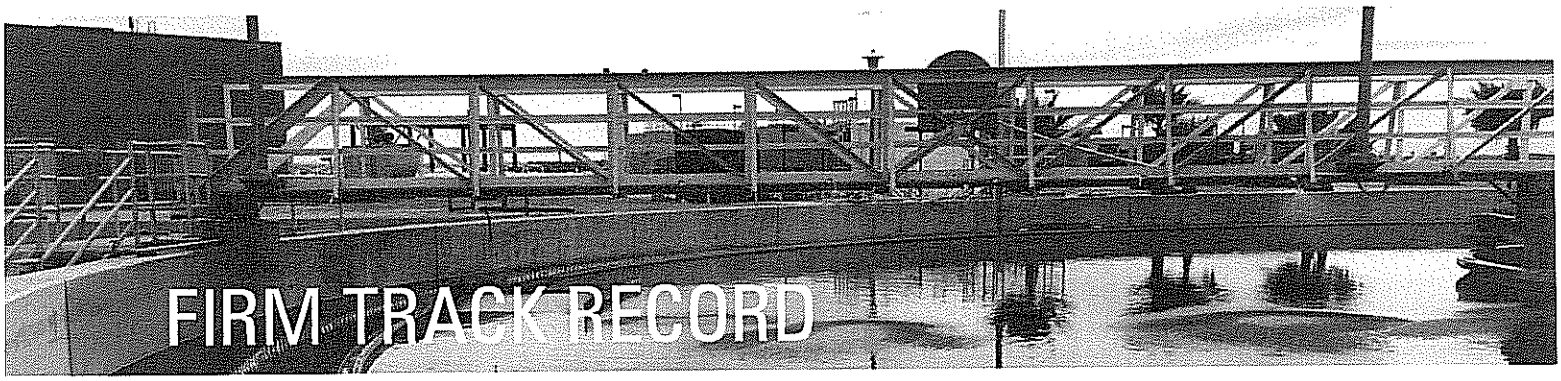
Water Quality Control Plant Improvements Phases I and II, City of South San Francisco, California

Project Duration: 2009-2015

Contact: Mr. Ken Navarre, Assistant Superintendent / 195 Belle Air Road / South San Francisco, CA 94080
Telephone: 650-877-8555 / Email: ken.navarre@ssf.net

Team Member Involvement:

- Mike Britten
- Rick Chan
- James Wickstrom
- Mike Dadik
- Towill, Inc.



FIRM TRACK RECORD

COMPANY BACKGROUND WITH PUBLIC AGENCIES

Founded in 1933, Carollo Engineers is an environmental engineering firm specializing in the planning, design, and construction management of wastewater and water treatment facilities. We have provided planning design services for improvements to treatment facilities ranging in size from less than 1 mgd to more than 300 mgd in capacity.

We recruit nationwide and hire technical staff with extensive background and training specific to this field. For that reason, the quality and professional standing of our core group of water and wastewater professionals equals or exceeds that provided by some of the largest engineering firms in the country. Carollo strives to maintain the tradition of using sound and proven engineering principles, while moving progressively forward in tune with the changing times and advances in technology.

FINANCIAL RESPONSIBILITY

- Carollo has performed consulting services in the wastewater field in the state of California for more than 80 years.
- Carollo has completed more than 60 wastewater treatment plant projects in California with a construction value in excess of $1 billion in the last 10 years.
- Carollo has a singular focus to provide the best water-related engineering services to public agencies.
- Carollo offers a staff of more than 730 in 39 offices throughout the U.S., including nearly 300 in California.
- All team members are committed and available to work on this project.

WATER
OUR FOCUS
OUR BUSINESS
OUR PASSION

Carollo is the largest firm in the United States dedicated exclusively to water and wastewater engineering.

At Carollo, our firm's sole focus is to provide water and wastewater services for municipalities such as yours. Because this is all we do, our success is driven by our ability to provide innovation and leadership in all of the areas that drive our industry.

Cities, utilities, public agencies, and special districts of all sizes count on Carollo to help them navigate through the increasingly complex challenges of cost-effectively and sustainably protecting public health; meeting local, state, and federal regulatory requirements; protecting the water environment; and addressing public expectations. Our core philosophy for success is to work collaboratively with our clients to find the best ways to protect and enhance our public water supplies and environment.

SERVICES AND HISTORY

Carollo is a recognized leader in developing innovative solutions to address the wastewater related issues facing public agencies. We have provided planning, design, and construction-phase services for many new or improved wastewater treatment facilities. Our experience includes:

- Facility planning/master planning.
- Headworks facilities, including influent screening, grit removal, and pumping.
- Flow equalization.
- Primary clarification.
- Secondary treatment utilizing both fixed film and suspended growth treatment processes for BOD and ammonia removal.
- Biological nitrogen and phosphorus removal.

- Secondary clarification.
- Disinfection using chlorine gas, sodium hypochlorite, low- and medium-pressure UV, and ozone.
- Tertiary filtration.
- Biosolids pumping, thickening, digestion, dewatering, and reuse.
- Digester gas reuse (i.e., cogeneration).
- Odor control facilities.
- Indirect and direct potable reuse.

Secondary Clarifiers

Carollo has extensive experience in the evaluation, optimization, and design of secondary clarifiers with similar features outlined in your request for proposals. These features include weir placement, weir and launder cleaning systems, scum removal, optimization of square and round clarifiers, and process assessment. In addition, we also have experience with collector mechanism design, flocculating well design, energy dissipation inlet design, and hydraulic/density current assessments.

Some of the innovative tools and methods we use to design, evaluate, and optimize secondary clarifiers performance include detailed hydraulic analysis, Computational Fluid Dynamic (CFD) modeling, stress testing, velocity profile testing, and state point analysis to assess and address clarification and thickening problems.

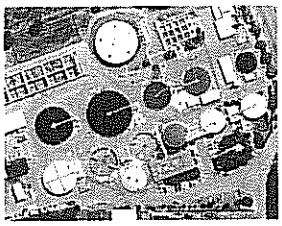
As requested in the RFP, a listing of recent relevant project experience in California within the last 5 years is included in the matrix below.

REPRESENTATIVE PROJECT EXPERIENCE

On the following pages, we have provided detailed descriptions and references three recent Carollo projects which are directly applicable to the City. We invite you to contact our clients to verify the quality and responsiveness of our services on the design of similar secondary clarifier projects. Copies of the project mechanical drawings are included in the Appendix for your review.

Secondary Clarifier Design Projects

Project Title/Client	Year	Costs	Relevant Project Elements: Secondary Clarifier	RAS Conveyance and Control	WAS Pumping	Hydraulic Modeling/ Flow Split	Process Modeling	CFD Modeling
Water Pollution Control Plant Rehabilitation Reliability Upgrade, San Leandro, CA	2014	$41M	✓	✓		✓	✓	✓
Water Quality Control Plant Improvement and Effluent Storage Pond, South San Francisco, CA	2015	$30M	✓	✓	✓	✓	✓	
Secondary Treatment Facilities Expansion, Fairfield-Suisun Sewer District, CA	2010	$22M	✓	✓	✓	✓	✓	
Phase 2 Biological Nutrient Removal/Tertiary Treatment Facility Design, Modesto, CA	2016	$110M		✓	✓	✓	✓	✓
Water Pollution Control Plant 12-mgd Expansion, City of Chico, CA	2010	$45M	✓	✓	✓	✓	✓	
Secondary Clarifier Improvements Project, North San Mateo County Sanitation District, CA	2010	$31M	✓	✓		✓	✓	
Temecula Valley Regional Water Reclamation Facility, Eastern Municipal Water District, CA	2013	$15M	✓	✓	✓	✓	✓	
Secondary Treatment Improvements, Orange County Sanitation District, CA	2010	$8M	✓	✓	✓	✓	✓	✓



Water Pollution Control Plant Rehabilitation Reliability Upgrade | City of San Leandro, CA

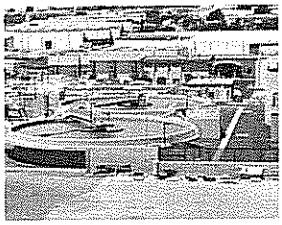
Client Reference:
Mr. Dean Wilson, Plant Manager, 3000 Davis Street, San Leandro, CA 94577
Telephone: 510-577-6030

Project Performance: Delivered On-Time and Within Budget

The goal of this $45 million project was to accommodate a dry weather flow capacity of 7.6 mgd and a peak wet weather flow capacity of 27.5 mgd. The project included development of flow and load estimates, analysis of unit process performance, and condition assessment of various structures. The design involved raw sewage pumping, mechanical screening and handling, grit removal/processing/handling, circular primary clarifiers, flow equalization facilities, odor control, secondary clarifier rehabilitation, digester rehabilitation, and other improvements. Carollo rehabilitated two existing circular secondary clarifiers as part of the design.

The project:

- Improved secondary clarifier performance through the addition of sludge density baffles.
- Provided better sludge removal capabilities by replacing outdated segmented rake mechanisms with spiral type rapid withdrawal sludge removal mechanisms.
- Reduced long-term O&M costs through design of all-stainless-steel secondary clarifier collection mechanisms.
- Addressed energy dissipation at the clarifier inlet with an EDI that utilized scoop type discharge ports.



Water Quality Control Plant Improvement and Effluent Storage Pond Project | City of South San Francisco, CA

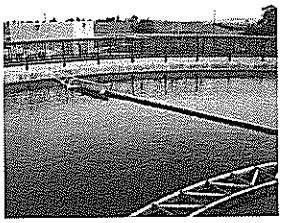
Client Reference:
Mr. Ken Navarre, Assistant Superintendent, 195 Belle Air Road, South San Francisco, CA 94080
Telephone: 650-877-8555

Project Performance: Delivered On-Time and Within Budget

The project consisted of expanding the treatment plant from a reliable treatment capacity of 9-mgd to 13-mgd. As part of the design, Carollo performed mixed liquor sampling and testing to optimize design and performance of the secondary treatment facilities. Final design consisted of a new headworks, influent pump station, primary clarifiers, aeration basins, secondary clarifier, chlorine contact tanks, chemical facilities, sludge pump stations, odor control facilities, anaerobic digester retrofit, sludge dewatering building, effluent storage pond, and a maintenance building. Carollo designed a new 110 foot diameter circular clarifier as part of the project.

The project:

- Identified the optimum process configuration and secondary clarifier diameter through secondary treatment process modeling.
- Addressed energy dissipation at the clarifier inlet with an EDI that utilized scoop type discharge ports.
- Provided rapid sludge removal capabilities by installing hydraulic suction header ("Towbro") type sludge removal mechanisms.



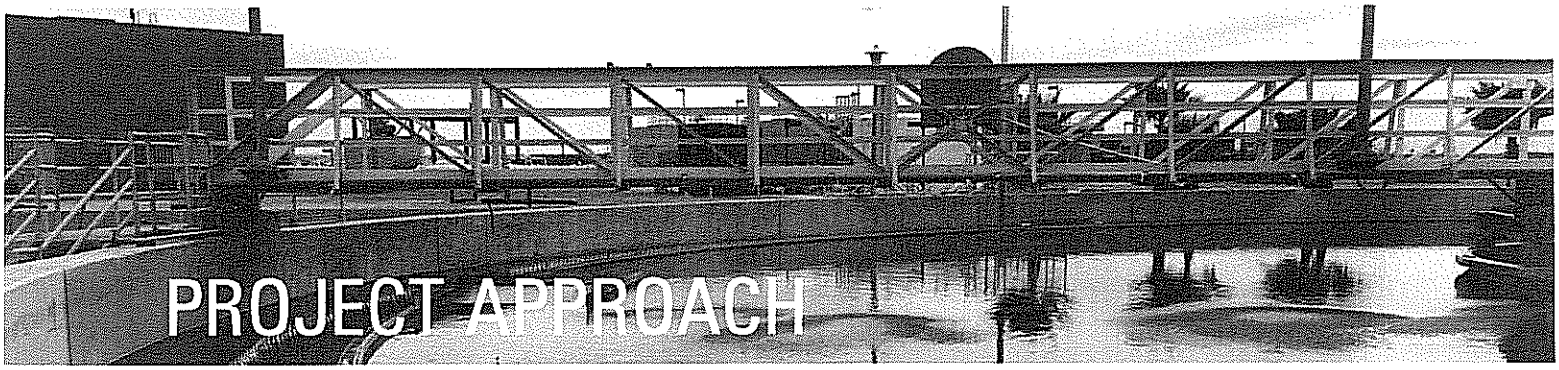
Secondary Treatment Facilities Expansion | Fairfield-Suisun Sewer Disrict, Fairfield, CA

Client Reference:
Mr. Hamid Sarvi, Senior Environmental Engineer, 1010 Chadbourne Road, Fairfield, CA 94534
Telephone: 707-429-8930

Project Performance: Delivered On-Time and Within Budget

Carollo provided preliminary and final design for an expansion to the Fairfield-Suisun Sewer District's existing secondary treatment facilities, extending the overall wastewater treatment plant dry weather capacity to 23.7 mgd. The project consisted of construction of two new 120 foot diameter secondary clarifiers and a RAS/WAS pump station, as well as conversion of an existing equalization clarifier and existing aerobic digesters to an intermediate clarifier and aeration basins, respectively. The project:

- Improved flow splitting capabilities between existing and new secondary treatment facilities.
- Identified the optimum process configuration and secondary clarifier diameter through secondary treatment process modeling.
- Provided better sludge removal capabilities by installing hydraulic suction header ("Towbro") type sludge removal mechanisms rather than matching the District's existing riser pipe ("organ pipe") design.
- Provided positive flow split of mixed liquor using weir flow split structure.
- Addressed energy dissipation at the clarifier inlet with an EDI that used multiple target baffles.



PROJECT APPROACH

PROJECT UNDERSTANDING

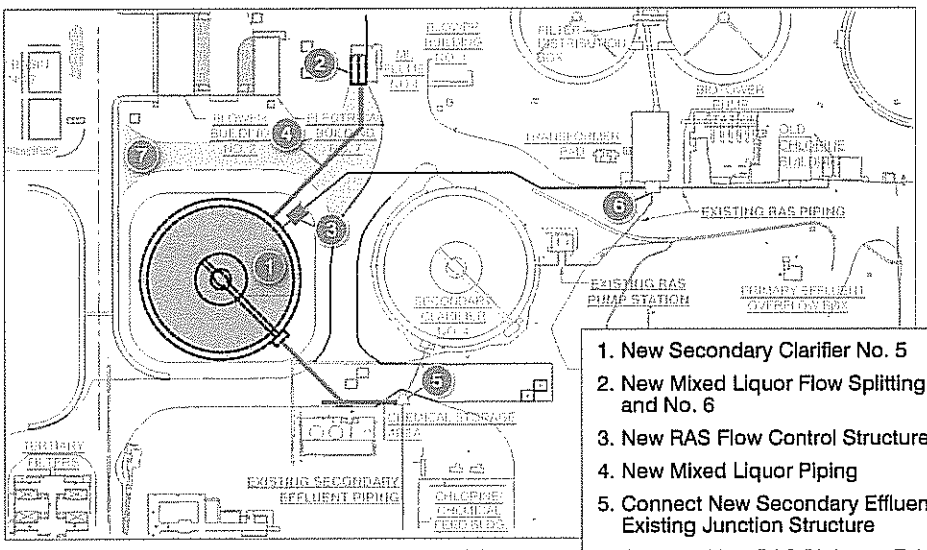
The City's RWQCF secondary treatment system consists of a biotower pump station, two biotowers, seven aeration basins, four secondary clarifiers and is supported by two blower buildings, flow distribution structures and electrical facilities. Each of the City's four secondary clarifiers were built at different points in time with Secondary Clarifier No. 4, completed in the mid-1990's, being the most recent construction. In the late 1970's, Secondary Clarifier No. 1 was constructed while Secondary Clarifier Nos. 2 and 3 are much older and were constructed prior to 1971.

In 2014, the City completed a master plan for the RWQCF that recommended the construction of a new Secondary Clarifier No. 5 as part of the first phase of the capital improvements program. The master plan indicates that construction of the Secondary Clarifier No. 5 will be required to accommodate projected flow and loading conditions but also notes that the existing secondary clarifiers can accommodate current influent flows. The recommendation to construct Secondary Clarifier No. 5 during the first expansion phase was based on improving redundancy and reliability of the secondary treatment system.

More specifically, the new Secondary Clarifier No. 5 will:

- Allow other secondary clarifiers, including Secondary Clarifier No. 4, to be taken off line for extended time periods for inspection and major maintenance work.
- Provide better flow balance between basins on the west side of the plant where expansion will occur.
- Provide for improved clarification performance relative to existing clarifiers.

The figure below shows the key elements of the expansion. We anticipate the project will consist of expansion of the existing mixed liquor flume structure, construction of a new 140 foot diameter secondary clarifier adjacent to the existing Secondary Clarifier No. 4, provision of a new RAS flow control structure, and related piping, civil, and electrical work. In addition, provisions for segregation and disposal of landfill material that exists at the site will need to be addressed in the design. In the sections that follow, we present our technical and management approaches to delivering a design that meets the City's goals identified in the master plan.



Key Project Elements

1. New Secondary Clarifier No. 5
2. New Mixed Liquor Flow Splitting Flumes No. 5 and No. 6
3. New RAS Flow Control Structure
4. New Mixed Liquor Piping
5. Connect New Secondary Effluent Piping to Existing Junction Structure
6. Connect New RAS Piping to Existing RAS System
7. New Access Road and Grading Improvements

TECHNICAL APPROACH

Our overall approach is to leverage our in-depth experience and knowledge of secondary clarifier design to provide the City with an optimized design, in a cost effective manner. Our knowledge of the plant will allow a short learning curve for coordination with existing and future plant facilities.

We will tackle the project with an eye for innovative yet practical solutions that are both constructible and O&M friendly. We have identified the following key project challenges and our approach to addressing them.

Hydraulics and Mixed Liquor Flow Splitting

To ensure proper operation of a secondary clarifier, two hydraulic constraints should be met:

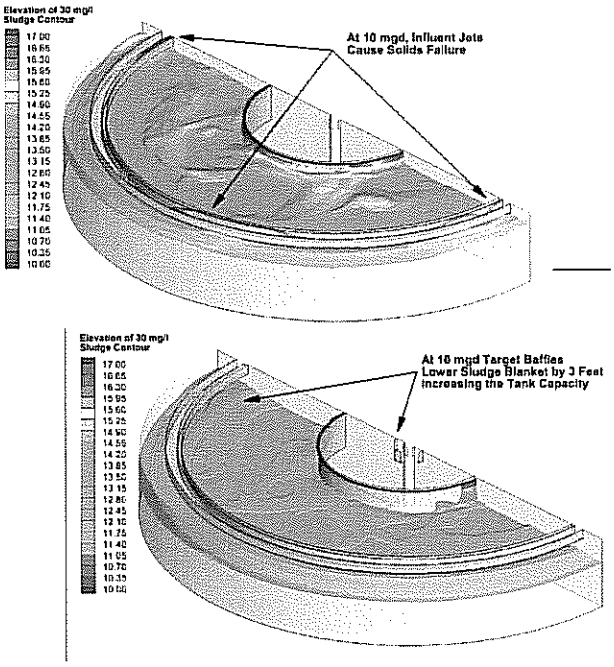
1. The effluent weirs cannot become submerged.
2. Mixed liquor should be split between secondary clarifiers in proportion to their settling capabilities.

When secondary clarifier effluent weirs become submerged, the quiescent nature of the clarifier can become disturbed, allowing currents to form within the tank that carry solids into the clarified effluent. The only way to prevent the condition from occurring is to fully understand the downstream hydraulics and properly size downstream piping and hydraulic structures for a range of anticipated conditions, both now and in the future. We will use our Hydraulix® modeling software, developed specifically to calculate treatment plant hydraulics, coupled with our detailed knowledge of your existing plant infrastructure to ensure a properly designed system.

Mixed liquor flow splitting at the Turlock RWQCF presents a unique hydraulic challenge that requires a clear understanding of existing plant conditions. As the plant has been expanded over the past decades, site constraints necessitated that the mixed liquor flume that directs flow to Secondary Clarifier No. 4 be located several hundred feet apart from the flumes splitting flow between Secondary Clarifier Nos. 1 through 3. Plant operations staff have indicated that this physical separation can lead to flow imbalances under some conditions that may impact secondary clarifier performance. In addition, the configuration of the existing flow splitting flumes for Secondary Clarifier Nos. 1 through 3 compounds the imbalance with poor approach channel hydraulic conditions that necessitate the use of butterfly gates to pinch flows. Carollo's knowledge of the complexities associated with the existing piping system and experience with the design of flow splitting facilities will inform our design of the mixed liquor flumes and ensure the City can correctly apportion flows to optimize clarifier performance.

Secondary Clarifier Design and Technology

Carollo is a leader in several aspects of circular secondary clarifier design. We maintain a rigorous set of technical clarifier specifications which assure the highest level of quality and reliability available in the industry. All clarifier designs go through a process review procedure to assure the clarifier internals are properly sized to optimize their performance. We utilize computation fluid dynamics modeling results to ensure the hydraulic features of the clarifier are configured in a manner that best promotes the quiescent conditions necessary for effective settling. We believe we are best suited to assist the City in selecting the equipment and clarifier configuration that will effectively serve the City now and well into the future.



Carollo used CFD modeling to evaluate and optimize the existing secondary clarifiers, and aid in designing internal details for the City of Longmont, CO.

Since Secondary Clarifier No 4 was added to the treatment plant the mid-1990's, several advancements in secondary clarifier design have been made that provide more reliable clarifier performance. New sludge withdrawal mechanism designs pioneered by various equipment manufacturers allow for more rapid and even removal of settled sludge that reduce the potential for problems associated with rising sludge. Advancements in CFD and hydraulic modeling has allowed engineers to optimize clarifier geometries and design more effective energy dissipating features. These improvements allow clarifiers to operate at higher flow and solids loading conditions while ensuring better performance at lower flows as well. Carollo will assist City staff in evaluating and selecting clarifier technologies and features that will best suit the City's process requirements and O&M needs. Key clarifier features that Carollo will evaluate with City staff include:

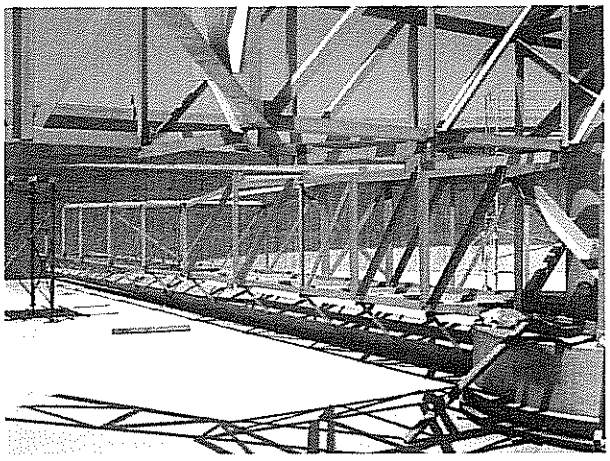
- Type of sludge collection mechanism.
- Collection mechanism materials of construction.
- Geometry of the energy dissipating inlet and flocculation well.
- Effluent launder position.
- Need for density baffles to impede density currents.

Sludge Collection Mechanism

The City's existing clarifiers utilize "organ pipe" style sludge withdrawal method, fitted with adjustable telescoping tubes for adjustment of the sludge return rate. These mechanisms generally work well when properly adjusted to draw sludge evenly from the entire floor. Unfortunately, it is difficult and time consuming for operations staff to achieve that balance as any variation in flow and process operation can upset the balance.

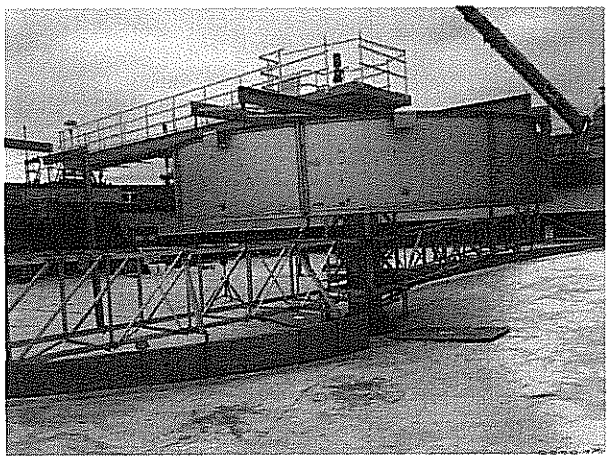
Two types of "rapid withdrawal" collector mechanisms, suction header and spiral collectors, have become the "go-to" choice for most secondary clarifier designs in recent years. Each type of mechanisms has it's own unique set of advantages which will be included during design, but both offer advantages over the "organ pipe" style of mechanism.

Hydraulic suction headers (sometimes referred to as "Towbro" mechanisms) are arguably the most commonly installed rapid withdrawal mechanism currently utilized. They are generally configured with fixed orifices along a radially projecting manifold and configured to provide apportioned removal at average flow conditions. They also provide relatively uniform sludge removal during maximum and minimum flow conditions.



The Towbro sludge collector type rapid sludge withdrawal mechanism installed at Fairfield-Suisun Sewer District provides uniform sludge removal over a wide range of flow conditions

Spiral mechanisms are preferred by some treatment facility operators and may be a more appropriate selection in some situations. For example, Carollo selected a spiral collector mechanism for the retrofit of an existing secondary clarifier for the City of San Leandro over a hydraulic suction design. This decision was based on a combination of application specific conditions including the shallow side water depth of the existing tank, the need to re-use an existing RAS withdrawal system with limited pumping capacity, and the settling characteristics of the mixed liquor produced by the secondary treatment system.



Carollo selected a spiral type rapid sludge withdrawal mechanism to replace outdated plow scraper mechanism on the City of San Leandro secondary clarifier rehabilitation.

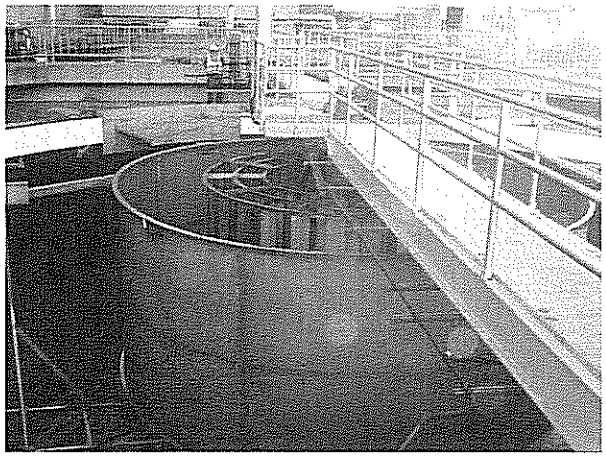
Materials of Construction

Another important consideration for the City is material type. Historically, sludge collector mechanisms have been constructed of carbon steel and protected with either sacrificial anodes or a high-performance coating. Either of these alternatives requires regular maintenance. At one time, stainless steel mechanisms were viewed as not cost effective. That is changing. In order for carbon steel mechanisms to provide long-term performance, Carollo and other reputable consultants have specified labor-intensive continuous seal welds at all joints to eliminate corrosion between members. Further, since no coating system or cathodic system is perfect, mechanisms are typically specified with a corrosion allowance that adds material and weight to the collector mechanism, increasing costs. Finally, sandblasting, edge grinding and coating a carbon steel mechanism correctly takes a great deal of labor effort by a painting subcontractor.

On recent projects, the average initial cost quoted to upgrade the mechanism to stainless steel wetted parts was approximately 5 to 10 percent of the mechanism price, or about 1 to 2 percent of the overall cost of the clarifier. As part of the 30 percent design process, Carollo will present lifecycle costs that factor in future coating and repair costs to the City for discussion and review. Other considerations, such as the impact to plant operations of taking the clarifier out of service for extended periods for coating and repair will also be considered.

Clarifier Inlet Configuration

Energy dissipating inlets (EDIs) and flocculating feed wells are commonly provided on contemporary secondary clarifier designs to mitigate density currents and to enhance flocculation by providing inlet energy dissipation within the initial zone of the clarifier. While the design of flocculating feed wells is reasonably well accepted, generally resulting in a curtain diameter roughly 25 percent of the clarifier overall diameter, the contemporary design of EDIs is relatively diverse. Several EDI design options are available including both proprietary and non-proprietary designs. Alternative design approaches will be reviewed and evaluated with City staff as part of the 30 percent design process.



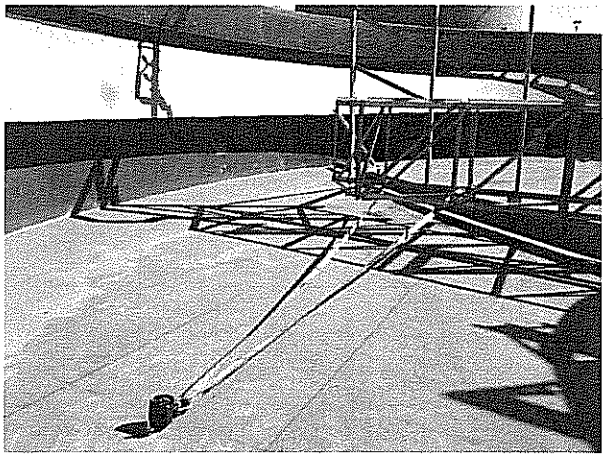
Upgrades to the energy dissipating inlets (EDI), designed using CFD modeling, substantially improved the effluent quality of the secondary clarifiers at the City of Daly City

As part of the selection, Carollo will rely on our past project experience with secondary clarifier optimization at other facilities to inform our decisions. On projects for Daly City, the City of Longmont, Colorado, the City of Loveland, Colorado, and other locations nationwide, our CFD modeling group performed state-of-the-art modeling to optimize performance of existing secondary clarifiers. We will utilize this knowledge and expertise to provide the City with an optimized design.

Effluent Launder and Density Baffles

The City's Secondary Clarifier Nos. 1 through 3 utilize perimeter weirs with outboard launders while Secondary Clarifier No. 4 utilizes a cantilevered launder with weirs on both sides. City staff has indicated that the cantilevered launders at Secondary Clarifier No. 4 are more difficult to clean and maintain than the perimeter weirs at the other clarifiers which are relatively accessible while standing at the surrounding grade. None of the existing secondary clarifiers features a density baffle.

Density baffles are typically located on the inside of the perimeter wall of a clarifier to impede density currents flowing up the perimeter tank wall. The baffles serve to deflect the currents, diverting solids carried by the currents back into the center of the tank, away from the effluent weirs. Density baffles may be either Stamford/Crosby type, which are inclined, or McKinney type which protrude horizontally. Both types can significantly improve clarifier performance where density currents have previously caused problems.



Density current baffles specified by Carollo for the City of San Leandro secondary clarifier rehabilitation reduced short-circuiting in the clarifier due to density currents and improved suspended solids removal.

Interestingly, through CFD modeling performed on past secondary clarifier optimization projects, Carollo has discovered that a properly positioned perimeter weir on an inboard launder will accomplish much of what a separate density baffle would. If implemented on Secondary Clarifier No. 5, an inboard launder on the perimeter wall would also provide good access for cleaning and maintenance. Carollo will assist the City in evaluating the positioning of the effluent launders and the costs and benefits associate with provision of density baffles.

RAS Withdrawal and Control

Return activated sludge (RAS) from the City's existing secondary clarifiers is withdrawn by gravity and directed to the Biotower Pump Station where it is combined with primary effluent and pumped over the biotowers. An existing RAS pump station located near Secondary Clarifier No. 4 is available to pump RAS directly from Secondary Clarifier No. 4 to the flow distribution structure serving Aeration Basin Nos. 1 through 3, bypassing the Biotower Pump Station. However, under most operating conditions, the RAS pump station is not used and all RAS flows by gravity to the Biotower Pump Station.

As noted above, control of the existing RAS flow rates is accomplished by manually adjusting the riser pipes at each existing secondary clarifier mechanism center well. This is a difficult and time consuming operation for plant staff. In addition, flow monitoring is not available for RAS flows from Secondary Clarifier No. 4 under gravity return conditions. Yet, the importance of properly measuring and controlling RAS flow rates is crucial to plant operations. If RAS flows are too low, the sludge blanket in the secondary clarifiers will rise and imperil secondary effluent quality. If RAS rates are too high, the sludge thickening process can be impacted and energy is wasted by pumping the higher flows over the biotowers.

How to best monitor and control the RAS flow rates from your new Secondary Clarifier No. 5 will be a key design decision. Carollo's recent RAS flow control systems typically include provisions to automatically flow pace RAS withdrawal flow rates proportional to influent flows. This control methodology results in relatively constant sludge blanket levels within the clarifier and reduces the need for continuous adjustment by operations staff. We will discuss and evaluate the benefits of this approach with City staff.

The master plan identified a need to expand the existing RAS pump station or construct a new RAS pump station to allow RAS flow from Secondary Clarifiers Nos. 4 and 5 to be pumped directly to the aeration basins. As flows rise in the future, additional RAS removal capacity would be needed to maintain secondary clarifier performance at peak flows. In addition, pumping RAS flows directly to the aeration basins would require less energy than pumping it over the biotowers. Based on discussions with City staff, we understand that plant operations staff will continue to return all RAS flows by gravity to the Biotower Pump Station in the foreseeable future.

However, based on preliminary calculations, we anticipate there is sufficient hydraulic head available between the secondary clarifiers and the Biotower Pump Station to provide automated control of RAS. This would be accomplished through the use of non-pumping alternatives such as an overflow structure with motorized adjustable weirs or the use of a motorized control valve. We will use our extensive experience with RAS control schemes and hydraulic design along with our detailed knowledge of your plant to develop alternatives for the City's review. We will present the benefits, drawbacks and cost implications of each feasible alternative with a focus on providing the City with an operator friendly system that will enable plant staff to focus on plant optimization rather than daily field adjustments.

Unique and Practical Ideas

As outlined in the approach, Carollo offers several unique and practical ideas to reduce construction cost and simplify O&M efforts for the new Secondary Clarifier No. 5. These include:

- Utilize hydraulic suction header or spiral type sludge collection mechanism to reduce the O&M time and effort related to the manual adjustment of sludge riser pipes associated with the City's current mechanisms.
- Conduct site visits with City staff as part of the clarifier mechanism selection process to review O&M performance of the different types of mechanisms.
- Perform a life-cycle cost comparison analysis on the clarifier mechanism material type to determine if a stainless steel collection mechanism is more cost effective than a coated carbon steel mechanism.
- Incorporate the results of past CFD analyses to determine the geometry of the energy dissipating inlet and flocculation well that will provide the best clarifier performance.
- Utilize perimeter inboard launders to allow for easy O&M access while simultaneously providing a measure of baffling of sludge density currents at the perimeter wall.
- Provide automated flow control and monitoring of RAS withdrawal to reduce plant O&M staff time and effort, and allow for RAS flow pacing based on the plant influent flow rate.

MANAGEMENT APPROACH

We understand that effective project management, quality management, and cost and schedule control will lead to quality projects that are on schedule, under budget, and meet client expectations. The following outlines our philosophy on these essential components.

Project Management

Carollo utilizes a participatory management approach to enhance coordination with our clients. This approach fosters open communication within our team and all levels of your staff. We will listen and respond to your needs and preferences while simultaneously providing you with the benefit of our experience. Our approach is supported by constant formal and informal communication with your staff at a variety of levels. During design, we will work with you in a workshop format to discuss and review work products and technical issues as they develop throughout the project. At the workshops, we will present the information, facilitate discussion on various topics, and solicit input toward selection of alternative approaches and resolution of issues. Following the workshops, we will finalize design elements based on input received. The workshop process provides a forum to develop a design that meets your needs. Special meetings will also be held between the workshops on an as-needed basis to address any question you might have on management and technical issues.

Project Review and Quality Assurance Program

Carollo has a strong and long-term commitment to quality. Our quality management review process provides systematic and proven results as we plan and manage quality to be a part of every project. We start our quality management process at project initiation with the preparation of the Project Plan. The Project Plan is tailored to specific project needs and will include job-specific procedures and standards, team member roles and responsibilities, report and design checklists, approval processes for project management, formal internal work product reviews, coordination reviews, progress design submittal reviews, cross-checking procedures, construction cost reviews, discipline calculation checks, and project reviews with the City.

Before submitting a deliverable to the District, we will conduct a QA/QC review using senior level engineers with expertise in the appropriate discipline area. Additionally, we will continually emphasize quality control to our project team by conducting informal reviews of the design deliverables as the work progresses.

Examples of project deliverables for which we will perform a QA/QC review for this project include:

- **30 Percent Submittal (Predesign TM)**: Review for soundness of logic, justification of conclusions reached, readability, and clarity.
- **Design and Hydraulics Calculations**: Review for assumptions used, accuracy, and completeness.
- **Construction Cost Estimates**: Review for quantity takeoffs, unit prices, contingencies, level of accuracy, and project risk factors.
- **50, 95, and 100 Percent Documents**: Review for accuracy, completeness, and soundness of logic. Cross check coordination between disciplines, including electrical, structural, and mechanical.

Cost and Schedule Control

Project success is as dependent on cost and schedule management as it is on technical quality. We have an excellent track record in completing predesign and final design within budget and on schedule. To achieve this, we incorporate the following components of project management to successfully meet our goals and exceed your expectations.

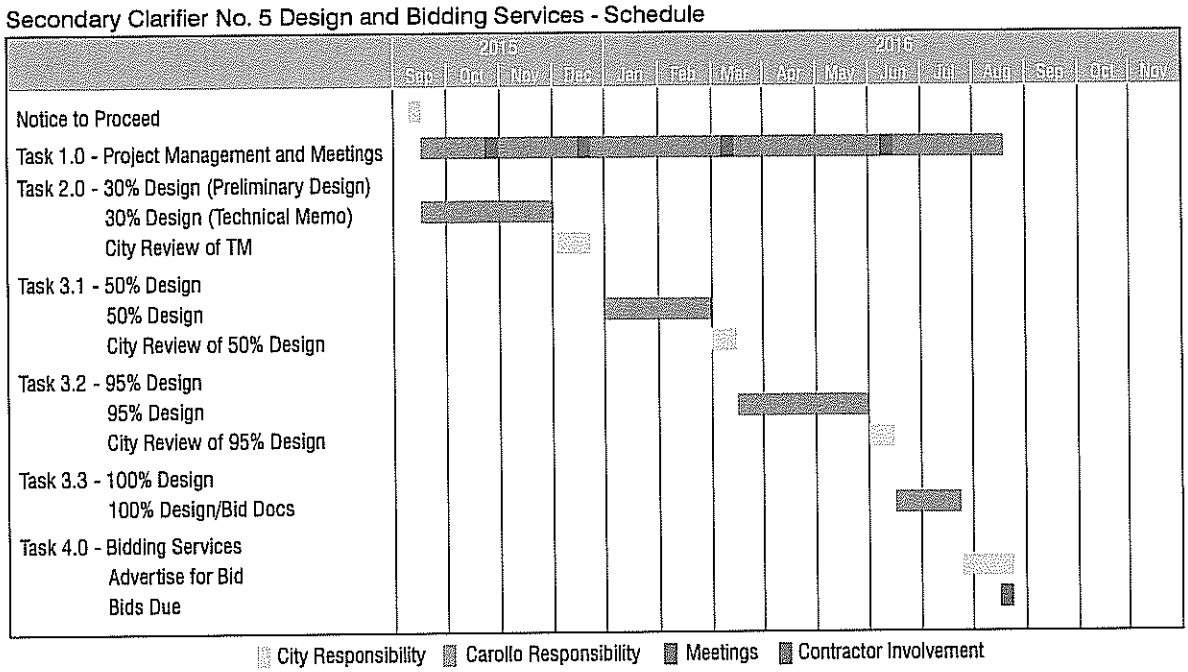
- **Planning**: Cost and schedule control starts at the project planning stage once the scope has been well defined, and the labor hour budget and project schedule to complete the work are established. Labor hour estimates are made for each task listed within the scope, and are then fitted to the time schedule. The finished product is an "S" curve that serves to monitor actual progress against planned progress. At least once a month, James will assess the percent complete for the project on a per-task basis. He then compares the estimated percent complete to the planned percent complete to determine if the project is on schedule. If changes are needed, he will make the necessary resource adjustments to meet the project goals.
- **Monitoring**: The "S" curve shows when additional staffing is needed and where the project should be with respect to percent complete. James will use this information to monitor actual versus planned conditions. Carollo has developed spreadsheet software that allows us to quickly update and plot the "S" curve summary, to stay on top of schedule progress.
- **Reporting**: Sufficient information must be reported to the principal-in-charge/project manager so that he has an accurate status of each project for reporting purposes. By the first working day of each month, a detailed analysis is performed by James to determine percent complete for each project. By the third working day of the month, subconsultants submit their progress reports for work performed the previous month. Within five days following the end of the month, accounting staff provides actual labor hours worked on each task. At this point, James completes the project "S" curve and uses this information to determine if any changes are required in the management of the project. As with all our projects, monthly progress reports will be provided to the City which present staffing and budgeting status. This information will keep you abreast of our progress and eliminate surprises.

SCHEDULE

We have developed a preliminary project schedule for completing the Secondary Clarifier No. 5 Project based on our understanding of the RFP and our proposed Scope of Work. This schedule, presented below, presents the major tasks, their duration, and the key project milestones. This schedule was developed based on the following assumptions:

- Starting date (or notice to proceed) of September 9, 2015.
- District will take two weeks to review each deliverable.

Secondary Clarifier No. 5 Design and Bidding Services - Schedule



SCOPE OF WORK

This section summarizes our proposed scope of work to complete final design of the City of Turlock Secondary Clarifier No. 5 Design and Bidding Services.

Task 1.0 – Project Management and Meetings

Task 1.1 – Project Management

Carollo will provide project administration and management necessary to perform planning, execution, monitoring, and reporting of this Project. Carollo will prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during that billing period. Where needed, Carollo will prepare updates to the project schedule to inform the City of the project's progress.

Task 1.2 – Design Meetings

Carollo will prepare for and conduct four meetings during the course of this project to solicit input and decisions from the City. These include a preliminary design workshop to review new technologies and design concepts and design review meetings to review the 30, 50 and 95 percent submittals.

Task 1 Deliverables:

- Invoices and monthly progress letter reports.
- Project schedule updates.
- Meeting minutes.

Task 2.0 – 30 Percent Design (Preliminary Design)

Task 2.1 – Secondary Clarifier Design Evaluation

For the 30 percent design Carollo will evaluate, in conjunction with City staff, secondary clarifier configuration alternatives, collector mechanism materials of construction, RAS withdrawal options and other pertinent details of the design. Carollo will conduct a preliminary design workshop to present the results of the evaluation, solicit input from City staff, and determine the direction to be taken for final design.

Carollo will prepare a technical memorandum (TM) that describes the alternative evaluations performed and summarizes the design criteria for secondary clarifier project. The purpose of this TM is to memorialize the work performed and City decisions for future reference.

Task 2.2 - Site Visits

The purpose of this task is to perform a visual inspection of existing secondary clarifier installations and to discuss the existing facility's operations and maintenance issues and challenges in order to verify suitability and performance of the selected equipment. Carollo will identify, schedule and accompany City staff on one site visit to two northern California wastewater treatment plants to review installations of the selected secondary clarifier sludge collector mechanisms and other clarifier design features. Carollo will prepare a trip report after the site visit to document key observations and discussions with that facility's operations personnel.

Task 2.3 – Site Surveying

Carollo will use an existing aerial topographic survey of the project site conducted for the Headworks and Secondary Treatment Capacity Expansion Project as background for the project. Carollo's surveying consultant, Towill, will update the survey documents to reflect recent changes by performing ground level surveys of the project area. The survey update will include verifying elevations of relevant structures, hydraulic features and site grade and incorporating new features into the CAD base file.

Task 2.4 – Geotechnical Engineering Support

Carollo's geotechnical engineering sub-consultant, Kleinfelder, will provided design support and review of the design deliverables. Since Secondary Clarifier No. 5 will be constructed in the area immediately west of Secondary Clarifier No. 4, as described in the Master Plan, Carollo will rely on the geotechnical field investigation prepared by Kleinfelder in July of 2014. Additional field investigation should not be required if the new secondary clarifier is constructed at this location.

Task 2 Deliverables:

- Draft and final 30 percent design TM.
- Response to City comments on 30 percent design TM.
- Trip report
- Updated topographical survey CAD file.
- Field survey data.

Task 2 Assumptions:

- Secondary Clarifier No. 5 will be located adjacent to, and to the west of, Secondary Clarifier No. 4.
- The draft and final TM will be delivered in electronic format (PDF format).
- The City will provide Carollo a collated set of review comments from its review of the draft TMs. The City's review comments will be provided in Microsoft Excel format to enable Carollo to prepare written responses to each comment.

Task 3.0 – Prepare Final Design

The purpose of this task is to provide final design engineering services for the project based on the results of the 30 percent design effort. For this proposal we have assumed design of the following key elements will be provided:

- One 140 foot diameter secondary clarifier.
- Scum removal pumping facilities associated with the secondary clarifier.
- A return activated sludge (RAS) control structure to allow RAS to flow by gravity from the secondary clarifier to the Biotower Pump Station.
- Expansion of existing Mixed Liquor Flume structure to include two additional flumes
- Yard piping connections to existing piping required for operation of the clarifer
- Paving and grading improvements in the vicinity of the clarifier.
- Modifications to the electrical and instrumentation system to support clarifier operation.

Task 3.1 – Prepare 50 Percent Design

The results the 30 percent design and the City's design preferences will be incorporated into the 50 percent design of the secondary clarifier improvements. The 50 percent design submittal will include the following drawing: cover sheet, drawing list, general sheets, site plans, major plans and sections, electrical single line diagrams, and process and instrumentation drawings (P&IDs). Specifications for major equipment will also be submitted for City review.

Task 3.2 – Prepare 95 Percent Design

The 50 percent design review comments from the City will be incorporated into the 95 percent design of the secondary clarifier improvements. The 95 percent design will include all drawings, specifications, and front end documents for the project. The 95 percent submittal will undergo an internal quality management review prior to being submitted to the City.

Carollo will prepare an engineer's construction cost estimate as part of the design evaluation for the project. Construction cost estimates will be developed based on quantity takeoffs and equipment manufacturers' quotes and be submitted with divisions broken down by the CSI specification format.

Task 3.3 – Prepare 100 Percent Design

Carollo will incorporate City comments received for the 95 percent submittal, as well as internal checking comments. Carollo will finalize the drawings and specifications as required for bidding.

Task 3 Deliverables:

- 50 percent design level drawings and equipment specifications.
- Response to City comments on 50 percent design.
- 95 percent design level drawings, specifications, and cost estimate.
- Response to City comments on 95 percent design.
- 100 percent design level, bid ready, drawings and specifications.
- Final cost estimate.

Task 3 Assumptions:

- The City will provide Carollo a collated set of review comments from its review of each deliverable. The City's review comments will be provided in Microsoft Excel format to enable Carollo to prepare written responses to each comment.
- Front end specifications will be based on Carollo's standard specifications and modified by the City as required.

- Contractor will be required to remove landfill material and stockpile it for City disposal in a manner similar to past projects including the Headworks and Secondary Treatment Capacity Expansion Project.
- 1 electronic copy (PDF format) will be provided for each deliverable. Drawings will be half-scale, printable on 11x17 paper.
- Drawings will be prepared using Microstation CAD software according to Carollo drawing standards.
- It is assumed the City will complete the following tasks, either in-house or through a consultant:
  - CEQA documentation, if required.
  - Project financing.
  - Permitting

Task 4 – Bidding Services

Task 4.1 – Pre-bid Meeting

Carollo will conduct one pre-bid meeting for the prospective bidders on the City's behalf. Minutes from the meeting will be provided to the City for distribution to the attendees.

Task 4.2 – Answer Bidder's Questions

During the bid period, Carollo will respond to questions from prospective bidders and provide verbal or written response as appropriate. Verbal or written questions requiring clarification of the contract documents will be resolved by issuing addenda.

Task 4.3 – Prepare Addenda

Carollo will prepare all necessary addenda to the contract documents and issue the addenda in electronic format (.PDF files) to the City for distribution to the plan holders.

Task 4 Deliverables:

- Pre-bid conference meeting minutes.
- Response to bidder questions.
- Addenda.

Task 4 Assumptions:

- It is assumed the City will complete the following tasks:
  - Manage printing, advertisement, and sale of contract documents during the bid period.
  - Issue bid packages to prospect bidders and maintain bid tabs.
  - Answer procedural questions from prospective bidders.
  - Distribute addenda to prospective bidders.
  - Open and tabulate bids.
  - Issue Notice of Award and Notice to Proceed to successful bidders.

PENDING CLAIM/LITIGATION

PENDING CLAIM/LITIGATION

Carollo has been involved in the following pending claims/litigation in the past 5 years:

- In 2012, Carollo was the subject of a lawsuit by a client related to the sizing of a natural gas-powered fuel cell power generation system. Carollo denies responsibility for the client's claims. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2012, Carollo was the subject of a lawsuit by a client related to the level of gas production for a methane gas-fired cogenerator. Carollo denies responsibility for the client's claims. This lawsuit is in-progress.
- In 2013, Carollo was brought into a lawsuit between a client, the construction contractor, and an underground utility provider related to the contractor's damage of underground utilities during their construction operations. Carollo was subsequently dismissed from the lawsuit.
- In 2013, Carollo was brought into a lawsuit between a client, the prime consultant, the construction contractor, and an equipment supplier related to a sewage overflow at a wastewater treatment while the system control software was not in service and operations staff were not present. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2013, Carollo and a client were both the subject of a civil lawsuit claiming project delays, filed by the construction contractor on a water supply intake and pump station project where Carollo was providing third party construction management services. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2015, Carollo and a client were both the subject of a lawsuit filed by a homeowner related to dwindling water supplies and questioned water rights. Carollo denies responsibility for any of the claims. This lawsuit is in progress.

CONCERNS AND EXCEPTIONS

Carollo has reviewed, understands, and has met all requirements of the RFP. Carollo does not have any concerns or exceptions and fully understands all of the requirements of the RFP, including the Professional Services Agreement.

James Wickstrom

Education

MS Environmental Engineering, University of California, Los Angeles, 1995

BS Civil Engineering, University of California, Davis, 1991

Licenses

Civil Engineer, California

Professional Affiliations

California Water Environment Association

American Water Works Association

Water Environment Federation

Mr. Wickstrom, an associate with Carollo Engineers, has 20 years of experience in environmental and water resources engineering with an emphasis on wastewater treatment facilities. He has worked on design and construction management projects for numerous wastewater treatment facilities in California. His experience follows.

- Project engineer for the preliminary and final design and construction of the City of San Leandro's $40 million Water Pollution Control Plant (WPCP) Rehabilitation Project, San Leandro, California. The main purpose of the project is to restore the capacity and function of the WPCP to its permitted capacity of 7.6 mgd with improvements to various existing facilities and by adding new facilities. Major work associated with the project consists of the construction of a new headworks and influent pump station, a new circular primary clarifier, new primary effluent flow equalization facilities, and a new, covered, fixed film reactor with an associated lift station and biofilter facility for odor control. Several existing facilities including two primary clarifiers, two secondary clarifiers, three digesters and the effluent pump station will be rehabilitated and the existing electrical distribution system will be upgraded.

- Project engineer for preliminary and final design of the $20 million Fairfield-Suisun Sewer District, California, Secondary Treatment Expansion Project. This expansion includes construction of a new 20-mgd intermediate clarifier influent pump station for flow splitting, conversion of an existing equalization clarifier into an intermediate clarifier, construction of a new biofilter for foul air treatment, retrofit of existing aeration basins, and construction of two new circular secondary clarifiers. Responsible for intermediate clarifier conversion, biofilter design, aeration basin conversion, aeration blower system modifications, oxidation tower pump station modifications, and filter feed pump station modifications. The aeration basin work involved converting an existing aerobic digester fitted with coarse bubble ceramic diffusers by replacing them with fine bubble membrane diffusers. Reviewed hydraulic profile modeling calculations for the expanded facility and coordinated civil work including grading, paving, and yard piping.

- Project manager during construction of the Fairfield-Suisun Sewer District, California, Secondary Treatment Expansion Project. Responsible for coordination of the construction services, including review of shop drawings, responding to requests for information, potential change order review, operations and start-up assistance, and attending bi-weekly construction progress meetings with the owner and general contractor.

- Project engineer for preliminary and final design of the City of Turlock, California, Headworks and Secondary Treatment Capacity Expansion Project - Phase 1. This expansion will replace an existing outdated headworks and pump station facility and provide additional influent pumping capacity to handle future flows. It will also increase the nitrification capacity of the secondary treatment process to handle increased solids loading rates. New project elements include the design of a barscreen facility, self-cleaning influent pump station, two aeration basins, a new blower building, flow splitting structures, and two electrical buildings. Design involved a significant process modeling effort to establish the nitrification facility design criteria based on existing operating data and projected flows and loads. In addition, several existing facilities at the WPCP were renovated, including a secondary digester gasholder cover, a secondary effluent equalization storage basin, two primary flotators, and influent sewer piping.

- Technical advisor for the City of Modesto, California, Phase 2 Biological Nutrient Removal/Tertiary Treatment Facility Design The project provides a biological nutrient removal (BNR)/tertiary treatment capacity of 12.6 mgd. Future phases (3 through 5) will be added in

4.2-mgd modules. The treatment facilities will meet California Title 22 tertiary recycled water requirements, providing the flexibility to discharge domestic effluent to the river year-round, or offsite to recycled water customers. Treatment utilizes the membrane bioreactor (MBR) process, with UV disinfection.

- Project engineer for preliminary and final design of the $11 million Primary Treatment Expansion Design Project for the Fairfield-Suisun Sewer District, California. This expansion increased the primary treatment capacity of the existing plant by approximately one-third, to an annual average dry weather flow of 23.7 mgd. The project included design of a 95-foot-diameter circular clarifier; a vortex grit removal basin; related sludge, scum, and grit pumping stations; a grit handling facility; and grit basin influent flow channels fitted with Parshall flumes that will be used for both flow measurement and flow splitting. The project also included a new biofilter for foul air treatment; upgrades to the existing dissolved air flotation sludge thickening facilities; a new electrical building; upgrades to the power distribution system and cogeneration facilities to improve standby power availability; and related grading, paving, and yard piping work.

- Project engineer for final design of the City of Petaluma, California, 8-mgd Ellis Creek Water Recycling Facility. This $100 plus million project includes a new headworks, oxidation ditch with nutrient removal capabilities, secondary clarifiers, improvements to existing oxidation ponds for treatment and storage, new treatment and polishing wetlands, tertiary filtration, and UV disinfection. New solids handling facilities to be constructed include gravity belt thickeners, two-phase anaerobic digestion followed by screw press dewatering. Existing effluent disinfection facilities were upgraded and integrated into the new facilities. Responsible for design of the circular secondary clarifiers with associated RAS, WAS, scum pumping stations, and coordination and review of all liquid stream processes for the plant. Oversaw and reviewed design of oxidation ditch, headworks, tertiary pump station, and other facilities.

- Project engineer for design of the Eastern Municipal Water District, California, expansion of the Temecula Valley Regional Water Reclamation Facility to 12 mgd. This expansion included construction of new 32-mgd headworks, 4 mgd of primary and secondary treatment facilities, tertiary filters, a new effluent pumping station, and solids thickening and anaerobic digestion facilities. Responsible for design of the headworks, chemically enhanced primary treatment chemical facilities, primary and secondary clarifiers with associated RAS, WAS, sludge and scum pumping stations, and dual media gravity filters. Performed hydraulic profile modeling calculations for the expanded facility and coordinated civil work including grading, paving, and yard piping.

- Project engineer for the City of Modesto Wastewater Treatment Master Plan Update. This plan updated the City's flow and load projections, evaluated capacity, performance and physical condition of the existing primary and secondary treatment facilities, examined effluent disposal capacity limitations and summarized current and future regulatory requirements. The plan also considered alternatives to increase the disposal capacity of the treatment plant for river discharge through a combination of improved secondary/ tertiary treatment facilities and land application options. Strategies to expand treatment capacity and comply with future regulatory requirements were developed for the City's use.

- Lead engineer during design and construction of the Orange County Sanitation District, California, Plant 2 Headworks Replacement Project. The replacement facilities will have a capacity of 340 mgd and provide influent metering, screenings removal, influent pumping, grit removal, flow splitting, chemical addition, and foul air treatment.

- Project manager during construction of the Fairfield-Suisun Sewer District, California, Primary Treatment Expansion Project.

- Project engineer for design of the Inland Empire Utilities Agency, California, RP-5 project. The constructed reclamation plant is a complete 12-mgd facility designed to treat influent wastewater to meet Title 22 requirements.

Ryan M. Sellman

Education

BS Civil Engineering, University of the Pacific, 2007

Licenses

Civil Engineer, California

Professional Affiliations

Water Environment Federation

California Water Environment Association

Mr. Sellman's experience includes wastewater process design, infrastructure design, civil design, Construction Management, field inspection, facility planning, modeling, research, and wastewater treatment process design.

- Construction manager / inspector / engineer for the City of Turlock, California, Harding Drain Bypass Pump Station and Pipeline. The project included a final effluent pump station with an initial capacity of 22 mgd and provisions to expand to 35 mgd. The project includes three 150-hp vertical turbine pumps, one 60-hp vertical turbine pump, a junction structure to intercept flow from the City's existing discharge pipelines, a 48-inch reinforced concrete pipe installed with microtunneling, six miles of 36-inch welded steel pipeline, and an outfall structure at the San Joaquin River. Responsible for engineering services during construction for all aspects of the project, consultant coordination, and weekly construction meetings.

- Resident engineer for the City of Modesto, California, Phase 2 Biological Nutrient Removal/Tertiary Treatment Facility Design The project provides a biological nutrient removal (BNR)/tertiary treatment capacity of 12.6 mgd. Future phases (3 through 5) will be added in 4.2-mgd modules. The treatment facilities will meet California Title 22 tertiary recycled water requirements, providing the flexibility to discharge domestic effluent to the river year-round, or offsite to recycled water customers. Treatment utilizes the membrane bioreactor (MBR) process, with UV disinfection.

- Design engineer for the City of Roseville, California, Pleasant Grove Wastewater Treatment Plant Phase I Expansion, which involved increasing the flow from 12 mgd to 15 mgd by designing primary sedimentation basins, oxidation ditch, secondary clarifier, RAS/WAS pump station, fine screens, digesters, and a thickening building. Duties included design and assisting in the design of primary clarifiers and pipe layout, oxidation ditch, oxidation ditch support structures, RAS/WAS pump station, secondary clarifier, and fine screens. Also prepared quantity take-offs for the majority of structures and compiled detailed cost estimate sheets for each area.

- Resident engineer/Construction Manager for the City of Turlock, California, Headworks and Secondary Expansion Project. The project included the addition of a new 40-mgd headworks for fine screens; screening, washing, and compacting equipment; a new influent pumping station using trench-style, self-cleaning wet well design; and two nitrifying oxidation ditch tanks to provide a 20-mgd nitrification capacity to this regional treatment facility.

- Project engineer for engineering services during construction for the California Department of Corrections and Rehabilitation Chuckawalla Valley State Prison (CVSP) Wastewater Treatment Plant Modifications, Blythe, California. Reviewed requests for information and shop drawings; coordinated with electrical, instrumentation, and structural; and proposed design clarifications as necessary. The existing wastewater facilities provided conventional secondary treatment through primary settling, trickling filters, and secondary settling. The effluent was chlorinated for disinfection and then retained in storage ponds prior to spray irrigation for final reuse. Solids from the treatment process were stabilized in aerated ponds and dried on sludge drying beds. The project involved upgrading the headworks for screening and raw sewage pumping at both CVSP and Ironwood State Prison facilities; abandoning the existing trickling filter process and replacing with a two-ditch oxidation ditch process; rehabilitating and upgrading existing primary clarifiers from the trickling filter process to serve as secondary clarifiers for the oxidation ditch process; and upgrading existing secondary clarifiers to provide better efficiency. In the design process for these upgrades, LEED strategies were

considered and incorporated to produce an energy-efficient and sustainable wastewater treatment plant.

- Project engineer for the City of Chico, California, Digester No. 3 Cover Replacement and Miscellaneous Improvements. The project included a floating cover for Digester No. 3, sludge mixing pump, digester gas flare, heat exchanger, digester gas piping, and a gas flow meter.

- Design engineer for the South Tahoe Public Utility District, California, Headworks Replacement – Phase I, which included demolition of a four-story sludge incineration building, chlorine contact basin, and lime mud thickener. Duties included providing drawings, specifications, and an engineers cost estimate for the demolition of all three structures in order to construct a new headworks building.

- Project engineer for conversion of the disinfection facilities for the California Department of Corrections and Rehabilitation California Men's Colony in San Luis Obispo. The project involved preliminary design, final design, and construction services for conversion from sodium hypochlorite to UV disinfection, as well as associated improvements related to the elimination of THM formation and reduction of TDS (chloride) to meet the current discharge permit. The project also included a fine screen structure in the headworks and a new effluent metering vault to meet new flow requirements.

- Project engineer for the Sacramento Regional County Sanitation District, California, Biogas Enhancement Project, which includes design of a fats, oils, and grease and food processing waste (FOG/FPW) facility that will provide FOG capacity of 50,000 gallons per day and FPW capacity of 12,000 gallons per day to increase the generation of digester gas. The design included rotary lobe pumps, grinders, polyethylene tanks, and associated glass lined steel pipe that is insulated and heat traced. The design included rotary lobe pumps, grinders, polyethylene tanks, and associated glass lined steel pipe that is insulated and heat traced.

- Design engineer for the City of Gresham, Oregon, Fats, Oils, and Grease (FOG) Receiving Station. The project included one 15,000-gallon poly tank, heat exchanger, grinder, and associated pumps and civil work to provide a 15,000-gallon per day FOG Receiving Station. Duties included evaluating the different alternatives for pumps, tanks, heat exchangers, and grinders. Once alternatives were evaluated and decided upon, duties included layout and design of the facility including paving, grading, and yard piping.

- Design engineer for the South Tahoe Public Utility District, California, Wastewater Treatment Plant Headworks Replacement Phases I and II. Phase I included demolition of a four-story incineration building. Phase II consisted of new influent flow meters vault, headworks, and grit facility and demolition of the existing grit facility, headworks, and primary clarifier. Responsibilities included demolition of all the structures (incineration, primary clarifier, headworks, and grit building), as well as design of a new site waste pump station, filter equalization backwash tank and pumps, waste activated sludge progressing cavity pumps, paving and grading, and yard piping.

- Design engineer for the City of Roseville, California, Pleasant Grove Wastewater Treatment Plant 30-mgd UV Design Assist, which included the addition of UV for disinfection. Responsibilities included sizing new utility water pumps to serve the entire treatment plant, pipeline design and layout for new non-potable water to replace the utility water for seal water, drainage for the UV basin, and design of the UV basin. Prepared quantity take-offs and compiled the entire cost estimate. Also assisted with engineering services during construction, which consisted of reviewing submittals/shop drawings, answering requests for information, and completing design clarifications.

- Support engineer for City of Roseville, California, Pleasant Grove Wastewater Treatment Plant Aeration Upgrade Design Assist. The project consisted of adding aerators to the oxidation ditch and hydraulic controlled effluent gates. Responsibilities included design and preparation of cost estimate for hydraulic gates along with review of the submittal for the gates.

Rick L. Chan

Education

MS Sanitary and Environmental Engineering, University of California, Berkeley, 1988

BS Civil Engineering, University of California, Berkeley, 1987

Licenses

Civil Engineer, California, Nevada

Professional Affiliations

California Water Environment Association

Water Environment Federation

Mr. Chan, a senior vice president and senior project manager with Carollo Engineers, has more than 25 years of experience in civil/sanitary engineering. He specializes in planning, design, and construction management of wastewater treatment facilities. His project experience includes:

- Principal-in-charge/project manager for the preliminary and final design of the City of San Leandro Water Pollution Control Plant (WPCP) Rehabilitation Project, San Leandro, California. The main purpose of the project is to restore the capacity and function of the WPCP to its permitted capacity of 7.6 mgd with improvements to various existing facilities and by adding new facilities. Major work associated with the project consists of the construction of a new headworks and influent pump station, a new circular primary clarifier, new primary effluent flow equalization facilities, and a new, covered, fixed film reactor with an associated lift station and biofilter facility for odor control. Several existing facilities including two primary clarifiers, two secondary clarifiers, two digesters and the effluent pump station will be rehabilitated and the existing electrical distribution system will be upgraded.

- Project manager for final design of the Cities of South San Francisco and San Bruno, California, $41 million Water Quality Control Plant Improvement Project. This project included a 30-mgd wet weather headworks with climber screens and vortex grit chambers, a 48-mgd influent pump station, four 80-foot-diameter primary clarifiers, a ferric chloride and polymer injection facility for chemically enhanced primary treatment, two air activated sludge aeration basins with fine bubble diffusers, one blower building, one 110-foot-diameter secondary clarifier, one 5-mgd returned activated sludge pump station, two chlorine contact basins, two 70-foot-diameter anaerobic digesters with pump mixing, and a sludge dewatering building utilizing two belt-filter presses.

- Project engineer for preliminary design and technical advisor for final design of the Fairfield-Suisun Sewer District, California, $20 million Secondary Treatment Expansion Design Project. This expansion will increase the secondary treatment capacity of the existing plant by approximately one third, to an annual average dry weather flow of 23.7 mgd. The project includes two aeration basins, two circular clarifiers, RAS pump station, flow splitting structures, and an odor control facility.

- Project manager for preliminary and final design of the Central Marin Sanitation Agency, California, $37 million Wet Weather Improvements Project. This project increased the peak wet weather hydraulic capacity of the plant from 90 mgd to 125 mgd, and includes two rectangular primary clarifiers, a polymer facility for chemically enhanced primary treatment, two chlorine contact tanks, aeration tank improvements for contact stabilization operation, a new effluent pump station, effluent storage pond improvements, a diesel engine building, grit facility modifications, and miscellaneous site improvements.

- Project manager for the Reno/Sparks $42 million Expansion Project. This project includes the design of a new screenings facility, primary clarifier, aeration basin, secondary clarifier, blower replacement, aeration diffuser replacement, polymer and ferric chloride chemical facility for chemically enhanced primary treatment and odor control, an acid-phase digestion facility with pump mixing, and retrofit of five existing digesters from gas mixing to pump mixing. This project also included an extensive evaluation of the plant's existing building and hydraulic structures to assess their structural integrity and corrosion conditions.

- Project manager for Carollo's portion of the value engineering review for the City of Merced, California's $100 million Wastewater Treatment Plant Expansion Design Project. This expansion included new headworks facility, primary clarifiers, aeration basins, secondary clarifiers,

dissolved air floatation thickeners, digesters, filters, and a UV disinfection system.

- Project manager for the City of Livermore, California, Phase VI Solids Expansion Project. This project included the evaluation of new anaerobic digesters and comparison of dissolved air flotation tanks versus gravity belt thickeners to increase the solids handling capacity of the plant. In addition, condition assessment of a sludge storage tank was performed to assess its remaining useful life and develop rehabilitation fixes to extend its service life for an additional 20 years.

- Project manager for the Delta Diablo Sanitation District, California, Secondary Solids Thickening Predesign Evaluation. This project included the evaluation of WAS thickening technologies and ultimately the predesign of a new 2-meter gravity belt thickener to go with the plant's existing 3-meter gravity belt thickener. Three GBT equipment site layouts and two GBT housing options were evaluated.

- Project manager for final design of the Central Marin Sanitation Agency, California, Effluent Storage Pond Improvements Project. This project increased the capacity of the effluent pond from 3 to 7 mgd.

- Project engineer for the Orange County Sanitation District's Secondary Treatment Expansion Project at Plant Nos. 1 and 2, Fountain Valley, California. Responsibilities include process evaluation of the blower and air diffuser systems for Plant No. 1, process evaluation of the oxygen supply system for Plant No. 2 to estimate their capacity ratings and evaluation of dissolved air flotation thickening technologies.

- Project engineer for preliminary and final design of the Fresno-Clovis Regional Wastewater Reclamation Facility $60 million Primary and Secondary Expansion Project, Fresno, California. Responsibilities include preliminary design of the primary clarifiers, aeration basins, secondary clarifiers, dissolved air flotation thickener, and desktop modeling of the hydraulic profile through the plant and final design of four 240-foot-long by 40-foot-wide secondary sedimentation tanks and a 20-mgd returned activated sludge pump station with a laboratory atop it.

- Project manager for the Capacity Management Alternative Study for the Central Marin Sanitation Agency, San Rafael, California. The study involved hydraulic and process analysis of the wastewater treatment plant, wet weather flow modeling using both the design storm and design flow event approaches from two-year to 25-year periods, and development of an alternative analysis decision-making matrix for wet weather management alternatives to select a cost-effective wet weather management program to address peak wet weather flows.

- Project manager for a wastewater treatment facility study for the City of Burlingame, California. Responsibilities include developing projected wastewater flows and loads for residential and commercial development through the year 2020. The project also included evaluating the capacity of the main pump station and secondary treatment facility, as well as evaluating expansion alternatives for interim and long-term modifications to accommodate both dry weather and wet weather flows.

- Lead project engineer for the Reno / Sparks / Washoe County Phase I/II project in Reno, Nevada. Responsibilities include process evaluation of the air activated sludge secondary treatment facilities, nitrifying trickling filters, and fluidized bed reactors. Evaluations include replacing the existing jet aeration system with fine bubble diffusers and enlarging the feed and flocculation wells of the primary and secondary clarifiers to gain capacity. Also investigated biological and chemical treatment measures to control snails in the filters.

- Project engineer for the South San Francisco/San Bruno, California, Water Quality Control Plant Facility Plan. Responsibilities include developing projected flows and loads for the 13-mgd treatment plant through the year 2015, as well as evaluating unit process expansion alternatives and analyzing wet weather flow management alternatives.

Michael J. Britten

Education

BS Civil Engineering, Arizona State University, 1974

Licenses

Civil Engineer, California

Professional Affiliations

Water Environment Federation

American Society of Civil Engineers

American Water Works Association

Mr. Britten is senior vice president with Carollo Engineers and has 41 years of experience in master planning, design, and construction management of wastewater, water, and storm water facilities. His experience includes:

- Project manager for preliminary and final design of the City of Turlock, California, Headworks and Secondary Treatment Capacity Expansion Project - Phase 1. This expansion will replace an existing outdated headworks and pump station facility and provide additional influent pumping capacity to handle future flows. It will also increase the nitrification capacity of the secondary treatment process to handle increased solids loading rates. New project elements include the design of a barscreen facility, self-cleaning influent pump station, two aeration basins, a new blower building, flow splitting structures, and two electrical buildings. Design involved a significant process modeling effort to establish the nitrification facility design criteria based on existing operating data and projected flows and loads. In addition, several existing facilities at the WPCP were renovated, including a secondary digester gasholder cover, a secondary effluent equalization storage basin, two primary flotators, and influent sewer piping.

- Project manager for the addition of a 140-foot-diameter secondary clarifier and a new RAS pump station for the City of Turlock, California. The project also included evaluation of the trickling filters for future treatment capacity.

- Project manager for the City of Modesto, California, 2.3-mgd Phase 1A Biological Nutrient Removal (BNR)/Tertiary Treatment Project at the Jennings Road Secondary Treatment Facility. Work included predesign and final design of the $20 million project including a primary effluent pump station, oxidation ditch biological treatment for nitrification/denitrification, a membrane bioreactor, membrane feed/WAS pump station, and UV disinfection to produce a high-quality tertiary effluent for year-round discharge. Facilities also included a new SCADA system, new power service and distribution, civil site work, and a two-mile effluent line that will discharge to the Modesto's existing river outfall.

- Principal-in-charge/project manager for the City of Turlock, California, nitrification facilities design project. This $8.1 million project included evaluation of alternatives to expand the trickling filter/activated sludge process to permit nitrification. The plant will be expanded to 15.5 mgd by constructing two new aeration basins. In addition, the design converts three existing aeration basins from floating covers to fine bubble aeration. The project also includes the addition of four new 400-hp centrifugal blowers to supply air to the existing aeration basins.

- Project manager for planning, permitting and design services for the South San Francisco/San Bruno Water Quality Control Plant Improvement Project. The $41 million project consisted of expanding the existing capacity from 9-mgd to 13-mgd average dry weather flow and providing for wet weather treatment capacity of 62 mgd. Key elements of the project included adding one 110-foot-diameter secondary clarifier, a RAS pumping system, and a bar screen for wet weather flow.

- Principal-in-charge for the Tertiary Facilities Project for the City of Turlock, California. This $50 million project includes design of a 20-mgd tertiary treatment facility addition that included two 20-mgd DensaDeg®, a new recycled water pump station, and a six-mile outfall/irrigation pipeline. Carollo is currently providing construction management services.

- Project engineer for design of a 12-mgd activated sludge secondary treatment facility for the West County Wastewater District, California.

- Project/construction manager for the City of Sunnyvale's $12.5 million multi-

project wastewater plant expansion, including construction of a 30-mgd pump station, primary clarifiers, a dissolved air flotation thickener, a cogeneration system, and dual media filter. As an extension of the City's staff, administrated five construction contracts and three design contracts. Responsible for design review and working closely with the design firm to minimize conflicts. Work also included obtaining local building permits and a permit from the Bay Conservation and Development Commission.

- Partner-in-charge for design of a 1.2-MW fuel cell cogeneration system at the City of Turlock's Water Reclamation Plant for the Turlock Irrigation District (TID), including preparation of all grants, interconnection, permitting applications and prepurchasing equipment.

- Project manager for the Wastewater Collection System Master Plan for the City of Modesto, California. The plan involves H2OMAP Sewer modeling, wet weather flow monitoring, and sewer condition assessments. Also developing a comprehensive capital improvements program through a series of workshops with the City and stakeholders.

- Principal-in-charge for the City of Burlingame, California, wastewater treatment plant improvements project. The project, totaling about $8 million, will include replacement of the aeration system, new blowers, and a sludge dewatering building. Carollo design the project and will be serving as construction managers.

- Project manager for master planning, final design, and construction management services for the Sewer Authority Mid-Coastside (SAM) wastewater treatment plant in Half Moon Bay, California. This project, totaling $17 million, consists of an expansion of the plant to 4 mgd by adding activated sludge, sludge thickening and dewatering, two 55-foot-diameter anaerobic digesters, a new chlorine contact tank, and hypochlorite/bisulfite disinfection system. The project involves a major retrofit of the existing plant and includes providing for full odor control. Work included a desk-top capacity study, full-scale capacity stress testing, and assisting SAM in obtaining a permit from the Coastal Development Commission.

- Project manager for the design of the $36 million Union Sanitary District Wastewater Treatment Plant Upgrade Project in Union City. The project, consisting of activated sludge processes, an 88-foot- diameter anaerobic digester, and sludge thickening facilities, increased plant capacity to 30 mgd. Responsibilities included obtaining State Revolving Fund loans, negotiations with Pacific Gas and Electric to relocate high voltage lines, and obtaining permits from the Bay Area Air Quality Management District.

- Project manager for the design and construction management services for the $24 million East Bay Municipal Utility District wastewater treatment plant 11-million-gallon wet weather storage basin project. The project consists of an 11-million-gallon storage basin, 120-mgd flow diversion facilities, and an 80-mgd submersible pump station. Constructed on a congested site near the base of the San Francisco-Oakland Bay Bridge, this project required that over 2,000 piles be driven in poor soils and insitu soil cement shoring systems be used. Responsibilities included overseeing the construction manager and coordinating with the design team. The project received the Design Honor Award by the California Consulting Engineers Council in 1992.

- Project manager for the design of a $16 million plant expansion for the North San Mateo County Sanitation District in Daly City, California. The project provides 2.8 million gallons of flow equalization storage basins and new primary sedimentation basins to expand the activated sludge plant from 8 mgd to 10.3 mgd. The equalization basins also provide wet weather flow storage. The project also included a new chlorine contact tank and chlorination/dechlorination system improvements. Because of severe space limitations, the primary sedimentation basins and equalization basins were buried 50 feet underground and covered with a baseball park. An activated carbon scrubber provides odor control for exhaust air. The project received the Engineering and Research Award by the California Water Pollution Control Association, San Francisco Section in 1992.

Edward A. Wicklein

Education

MS Civil Engineering / Hydraulics, Washington State University, 2000

BS Civil Engineering, Washington State University, 1998

Licenses

Civil Engineer, Washington, California

Professional Affiliations

Water Environment Federation

American Water Works Association

Mr. Wicklein has 15 years of experience in design and analysis of municipal hydraulic facilities using computational fluid dynamic (CFD) modeling. He has experience in all phases of modeling including code development, grid generation, flow analysis, and data visualization. Mr. Wicklein has completed nearly 100 CFD projects, which have included analysis of most major wastewater process components from the collection system through the outfalls. Many studies have included flow splitting analysis as it's critical to balance and optimize parallel systems

Mr. Wicklein helped develop Carollo's activated sludge sedimentation model over the last 5 years. The tool has been used to improve clarifier and aeration basin operations at 8 treatment plants around the world to date. In addition the tool has been used to develop an improved standard Carollo secondary clarifier design.

He has additional experience with physical modeling, and field data collection for physical and numerical model calibration. Select relevant project experience includes:

- Project engineer responsible for developing a CFD model for City of San Leandro's $40 million Water Pollution Control Plant (WPCP) Rehabilitation Project, San Leandro, California. The main purpose of the project is to restore the capacity and function of the WPCP to its permitted capacity of 7.6 mgd with improvements to various existing facilities and by adding new facilities.

- Project engineer responsible for developing a CFD model for the City of Modesto, California, Phase 2 Biological Nutrient Removal/Tertiary Treatment Facility Design. The treatment facilities will meet California Title 22 tertiary recycled water requirements, providing the flexibility to discharge domestic effluent to the river year-round, or offsite to recycled water customers. Treatment utilizes the membrane bioreactor (MBR) process, with UV disinfection.

- Project engineer responsible for developing CFD models of the secondary clarifier flow splitting structure and secondary clarifiers for the Arrowhead WWTP operated by the City of Glendale in Arizona. The flow splitting structure had an asymmetric weir arrangement, leading to unbalanced clarifier flows. The model was used to find weir settings that lead to balanced flows at peak conditions. The plant has two styles of rectangular clarifiers. The newer ones have higher effluent suspended solids than the original set. CFD modeling was used to find the cause of the difference and develop baffling improvements to improve sedimentation in the newer clarifiers.

- Project engineer responsible for developing a CFD model of the Secondary Clarifiers at the Longmont, Colorado WWTP. The model was used to test a number of improvements to increase the capacity of the existing clarifier. The recommended inlet changes could readily be added to the existing equipment, allowing the district to postpone construction of a second clarifier.

- Project engineer for an evaluation of inlet improvements for an existing 195-foot diameter secondary clarifier at the Dallas Water Utilities Central Wastewater Treatment Plant. Modeling incorporated a custom density-coupled sedimentation model. A new target baffle design was developed with the model that better dissipated inlet energy and improved sedimentation in the large tanks.

- Project engineer for CFD modeling of Vallejo Sanitation and Flood Control District's secondary clarifiers. The district was looking at potential inlet energy dissipation improvements. The CFD model with a custom sedimentation model was used to evaluate the performance improvements for a range of commercially available products, as well as some simple modifications.

- Project engineer responsible for developing and implementing a density coupled sedimentation model to estimate the performance of proposed secondary clarifiers for the Seonam Water Reclamation Plant in Seoul, South Korea.

The rectangular secondary clarifiers were highly loaded and utilized lamella plates to aid in sedimentation. The model was also used to evaluate in impact of baffling on sedimentation.

- Project engineer responsible for developing a CFD model of a secondary clarifier flow splitter structure. The City of Everett, Washington, currently has two secondary clarifiers. Flow is split between them in a structure designed to supply up to four clarifiers. A third clarifier is being added, which will create a non-symmetrical arrangement. A free surface CFD model was used to evaluate weir settings and other improvements to create balanced flow at a range of conditions.

- Project engineer responsible for developing a CFD model of a proposed conversion of an oxidation ditch to a different biological nutrient removal process for the City of Woodland, California. Biowin was used to design the treatment process. However it assumed that the tanks were well mixed. The oxidation ditch had 180-degree bends and a side slope. Therefore, a CFD model was used to evaluate mixing of solids in this unconventional tank arrangement with mechanic mixers and a new diffuser aeration system to ensure the process would work as designed.

- Project engineer responsible for developing CFD models of the West County, California secondary sedimentation distribution channel and sedimentation basins. Four rectangular secondary clarifiers as supplied by two aeration basins via rectangular channel, in an asymmetrical arrangement. In addition, two rectangular clarifier designs are used. Modeling was used both to find gate settings that balanced flow between the clarifiers, and to determine the capacity of the two clarifier designs.

- Project engineer responsible for developing a CFD model of a secondary clarifier flow splitting structure for the Daly City WWTP. Flow from the aeration basins is combined in a well up box and then divided between three secondary clarifiers via weirs. A 3D free surface CFD model was used to ensure the geometry of the inflow piping did not lead to non-uniform flow split between the clarifiers.

- Project engineer responsible for developing a CFD model of proposed RAS pump changes for the Sacramento County Regional Sanitation District Treatment Plant. The vertical turbine RAS pumps are mounted within open bottom pump cans adjacent to the secondary clarifiers. CFD modeling was used to evaluate the pump intake hydraulics for the new pumps. The model was used to evaluate geometric improvements to the design to improve inlet conditions.

- Project engineer responsible for developing a CFD model of several of the digesters at the City of Dallas, Texas, wastewater treatment plant. The digester mixing systems were being replaced to reduce foaming issues and increase biogas production. Mixing system alternatives were model using a non-Newtonian fluid for respective solids fraction. Different nozzle sizes, flow rates, and configurations were all compared to improve tank mixing.

- Developed a free surface CFD model of the weir splitter change for the City of Bellingham. The City is adding a fourth clarifier the treatment process, the existing splitter box size is being expanded to accommodate the fourth clarifier. A CFD model was used to verify the flow split, and head losses through the proposed system, as well modify the design to simplify constriction.

- Developed a CFD model of a Sequencing Batch Reactor at a WWTP. The model was used to evaluate jet mixing during the anoxic and aerobic treatment phases using a custom sedimentation model as well as a multiphase model for air injection. The modeling showed that aerobic mixing was good and that a modest increase in pumping would significantly improve the mixing during the anoxic phase.

- Project engineer responsible for CFD modeling of a chlorine contact basin to increase treatment capacity at the City of San Clemente, California, Water Reclamation Plant. The project involves the addition of a second identical chlorine contact basin in parallel to the existing one. The design required a slight increase in modal contact time to meet peak flow requirements. A CFD model verified a previously conducted tracer test, then provided a basis for improving the baffling to meet peak flow and contact requirements.

Anne Conklin

Education

PhD Civil and Environmental Engineering, University of Washington, 2004

MS Civil and Environmental Engineering, Cornell University, 1999

BS Civil and Environmental Engineering, Cornell University, 1997

Licenses

Civil Engineer, Washington

Professional Affiliations

Water Environment Federation

Ms. Conklin nine years of experience in facility and comprehensive planning and wastewater treatment process modeling. She joined Carollo after earning her PhD in Civil and Environmental Engineering from the University of Washington where her research focused on understanding anaerobic digestion stability.

- Process engineer for the City of Turlock, California Wastewater Treatment Master Plan. Worked with the City to determine how to meet eventual total nitrogen limits with a trickling filter / activated sludge plant. Recommended expansion of the aeration basins and clarifiers and modifications to the existing basins to allow for operation in a MLE configuration.

- Process engineer for the City of Sunnyvale, California Wastewater Treatment Master Plan. Worked with the City to determine how to expand their current plant consisting of ponds and trickling filters to meet eventual total nitrogen and phosphorus limits. Recommended an interim split treatment approach that allowed the City continued use of their existing infrastructure while adding a first phase of a conventional activated sludge treatment.

- Project engineer for the City of Tukwila, Washington's Water and Sewer Comprehensive Plans. Worked with the City to update water demands and sewer flow projections, define and assess their existing systems and plan improvements to meet the water demands and sewer flow projections through the planning period. These plans focused on addressing specific concerns of the City such as water storage, reclaimed water use and a tricky sewer pipeline replacement project under the intersection of two major roadways.

- Project engineer for the City of Oak Harbor, Washington Facility Plan. This plan assisted the City with updating wastewater flow and load projections and selecting a treatment process, site and outfall for a new wastewater facility plant. Integral to the process was detailed community outreach plan that involved meeting with key stakeholders in the new facility, City Council and the Mayor and the Public to insure that all interested parties understood the process and the selection criteria for the new facility.

- Project engineer for the City of Renton, Washington's Long Range Wastewater Management Plan. Worked with the City to pull together a Sewer Plan to meet the State of Washington requirements. Coordinated the production of chapters written by the City along with developing new chapters for Operations and Maintenance and Financial Planning.

- Process engineer for the Rock Creek Advanced Wastewater Treatment Plant Facility Plan and West Basin Facility Plan for Clean Water Services, Hillsboro, Oregon completed in 2014. Developed calibrated models of three of the District's plants. The planning process focused on how to balance flows and expansion at the Districts West Basin plants.

- Process engineer for Rock Creek Advanced Wastewater Treatment Plant Tertiary Project for Clean Water Services in Hillsboro, Oregon. Evaluated different options for aeration basin expansion, tertiary treatment and filtration determine the most cost and footprint effective means to allow the District to meet their strict phosphorus and solids effluent limits.

- Process engineer for the Rock Creek Advanced Wastewater Treatment Plant Facility Plan for Clean Water Services, Hillsboro, Oregon completed in 2007. The goals of the facility plan included planning for future expansion and optimizing the current plant operation to meet their current phosphorus permits. Through the planning process we recommended a multi-faceted approach including chemically enhanced primary treatment and biological phosphorus removal BPR to minimize both capital and operation costs. This hybrid (chemical and biological) strategy offered the plant the greatest flexibility and redundancy, while

minimizing their future expansion requirements.

- Process engineer for the City of Bellingham, Washington Comprehensive Sewer Plan. This project included developing the current and projected flows and loads. Based on the projected flows and loads, the treatment plant needed extra capacity and thus we conducted bench-scale testing of CEPT to determine whether the enhanced chemical removal of biochemical oxygen demand (BOD) in the primaries could extend the useful life of the secondary treatment process. Through this testing we were able to recommend a strategy to increase the capacity of the existing plant.

- Process engineer for the City of Aberdeen, Washington Comprehensive Sewer Plan. This project included developing the current and project mass of biosolids production and recommending approaches to increase reliability within the solids handling process.

- Process engineer for the King County Department of Natural Resources and Parks Nutrient Removal Assessment for their South Plant. Worked with the County to help them determine how they could meet two potential nitrogen limit scenarios for Puget Sound within the confines of their current treatment plant footprint.

- Process engineer for the City of Monroe Wastewater Treatment Plant Phase III Engineering Report. Wrote the Engineering Report for the Phase III expansion project describing the alternative analysis and selection process for the influent pump station and headworks, ultra violet disinfection system and effluent pump stations upgrades.

- Process engineer for the City of Reno and Sparks Truckee Meadows Water Reclamation Facility Process Optimization Study. The goal of this study was to optimize the capacity of the current secondary treatment process. This study evaluated several different operational configurations including biological nitrogen removal in the secondary process and continued use of the chemically intensive nitrifying trickling filters and fluidized bed reactors. Through this study we were able to recommend that the plant not try to incorporate biological nitrogen removal into their secondary treatment process and continue with their current nitrogen removal strategy. •

- Developed calibrated process models for new and existing plants meeting stringent total nitrogen limits including: Casa Grande Wastewater Treatment Plant in Phoenix, Arizona; domestic and industrial plants for Livingston, Arizona; and the Roseville Wastewater Treatment Plant in Visalia, California.

- Process engineer for the Rock Creek Advanced Wastewater Treatment Plant Aeration Basin Design for Clean Water Services, Hillsboro, Oregon. Based on the results of Carollo's Facility Planning effort, Clean Water Services decided to expand their aeration basin using the hybrid approach. Based on this decision, we designed a novel "multi-purpose" aeration basin that allowed for both chemical phosphorus removal with optimum capacity through step-feed operation, and biological phosphorus removal with an A2O (anaerobic, anoxic, oxic) operation.

- Process engineer for the predesign and design of the City of Oak Harbor's new MBR facility.

- Process engineer for a membrane bioreactor (MBR) pilot-scale test for the City of Davis, California. Conducted a six-month long pilot-scale test to evaluate the feasibility of using an MBR system to remove metals from the influent wastewater.

- Developed and calibrated a process model for an MBR facility for the California Department of Corrections.

- Process engineer for King County's South Plant Reclaimed Water Capacity Assessment Study. The goal of this project was to determine the capacity of King County's existing South Plant reclaimed water filtration system and to recommend strategies to increase capacity. This project included developing a bench- and full-scale testing protocol to monitor the performance of the reclaimed water filters and disinfection process at a range of different flows.

Michael E. Dadik

Education

BS Civil Engineering, Arizona State University, 1996

Licenses

Civil Engineer, California

Structural Engineer, California

Civil/Structural Engineer, Washington, Oregon

Professional Affiliations

American Society of Civil Engineers

Chi Epsilon (National Civil Engineering Honor Society)

Engineers Without Borders, Technical Advisory Committee

Structural Engineers Association of Northern California

Tau Beta Pi (National Engineering Honor Society)

NACE International

SSPC - Society for Protective Coatings, Northern California Chapter Steering Committee

Mike Dadik, an associate vice president with Carollo, has 24 years of experience in structural design of water, wastewater, transportation, and civil engineering projects. Since joining Carollo, he has overseen the structural design of numerous projects ranging from water and wastewater treatment plant construction and expansion to pump station seismic retrofits. Mike has extensive experience in rehabilitation and seismic vulnerability assessments. Mike is Carollo's coating specialist responsible for maintenance of our coatings and finishes specifications. He has extensive experience in coating and corrosion control.

- Structural engineer for preliminary and final design of the City of Turlock, California, Headworks and Secondary Treatment Capacity Expansion Project - Phase 1. This expansion replaces an existing outdated headworks and pump station facility and provides additional influent pumping capacity to handle future flows.

- Structural engineer for preliminary and final design of the $20 million Fairfield-Suisun Sewer District, California, Secondary Treatment Expansion. Work included structural design of an intermediate clarifier influent pump station, biofilter, aeration basin retrofits, two secondary clarifiers, a new RAS pump station, and odor control.

- Structural engineer for the City of Livermore, California, $20-million Water Reclamation Plant Solids Expansion. This project included the addition of new anaerobic digesters and gravity belt thickeners to increase the solids handling capacity of the plant. Responsibilities included structural design of the new digesters and inspection and structural evaluation of an existing digester sludge holding tank.

- Structural engineer for the preliminary and final design of the City of San Leandro Water Pollution Control Plant (WPCP) Rehabilitation Project, San Leandro, California. The main purpose of the project is to restore the capacity and function of the WPCP to its permitted capacity of 7.6 mgd with improvements to various existing facilities and by adding new facilities. Major work associated with the project consists of the construction of a new headworks and influent pump station, a new circular primary clarifier, new primary effluent flow equalization facilities, and a new, covered, fixed film reactor with an associated lift station and biofilter facility for odor control.

- Project manager for the Delta Diablo Sanitation District, California, Primary Influent Pipeline Repairs. This project included rehabilitation of 140 feet of 42-inch diameter primary influent piping using the CIPP method, repair of existing damaged concrete at the aerated grit chambers, and application of protective coatings over damaged concrete surfaces. Unique aspects of this fast-track project included detailed construction sequencing and bypass pumping plan to enable rehabilitation of the pipeline and channels while maintaining reliable operation of the treatment plant.

- Structural engineer for the Union Sanitary District, California, Wastewater Master Plan Update. This project was an update to Carollo's 2005 condition assessment and rehabilitation and replacement (R&R) recommendations. Responsible for field efforts, including a visual structural assessment. Estimated replacement costs and remaining useful life for all equipment and structures at the wastewater treatment facility, incorporated concrete and roofing maintenance into the overall R&R program, and worked with the District to project 10- and 20-year Capital Improvement Programs that featured packaged projects as well as miscellaneous renewals.

- Project engineer for the City of Hayward, California, Digester 2 Structural Evaluation. The work included inspection, concrete testing, and structural evaluation of the digester with recommendations and retrofit strategies for the digester, digester piping, and access bridges.

- Structural engineer for the Dublin San Ramon Services District, California, Anaerobic Digester No. 4 Addition Project. Responsibilities included structural design of a 1.03 million gallon digester with reinforced concrete wall and foundation and a steel dome cover.

- Project manager for the Sanitary District No. 5 of Marin County, California, Digester 1 Repair. This project included structural inspection and evaluation of the existing steel floating cover and replacement with a new fixed type cover.

- Structural engineer for conversion of the Digester No. 3 gas mixing digester to a pump mixing digester for the City of Sunnyvale, California. This $2.7-million project included design of a new digester cover and a new pump mixing and heating system for the existing digester. The project also included a new digester control building, rehabilitation of existing equipment, piping and valves, and modifications of the existing digester control system.

- Structural engineer for the conversion of the 70-foot-diameter gas mixing digester (Digester No. 4) to a pump mixing digester for the City of Sunnyvale, California. This project included design of a new pump mixing and heating system for the existing digester. The project also included a new digester cover and rehabilitation of existing equipment, piping, and valves.

- Structural engineer for the City of Palm Springs, California, Digester Cover Emergency Rehabilitation. During scheduled digester maintenance, damage to the fixed steel cover was identified. The work included inspection and repair recommendations as well as recommendations for continued maintenance.

- Structural engineer for design of the City of Modesto, California, new $120-million Phase 2 Biological Nutrient Removal/Tertiary Treatment Facility. The project elements included new 4.2-mgd aeration basins and membrane bioreactors, enclosed UV disinfection system, and a large bridge crane structure and large masonry buildings up to 6,750 square feet.

- Structural engineer for the $9 million South Tahoe Public Utility District, California, Sludge Handling and Odor Control Facilities. The new 7,400-square-foot masonry building housed new centrifuges and sludge handling equipment. A new steel tank was constructed for sludge storage.

- Structural engineer for the $10 million South Tahoe Public Utility District, California, Headworks Replacement. The project consists of new metering, screening, and grit removal systems in a new two-story, 4,500-square-foot, cast-in-place concrete and masonry building. Innovative approaches were utilized to mitigate the corrosive environment and maintain separation between building classification occupancies.

- Project manager for the Delta Diablo Sanitation District's Primary Clarifier Inspection, which included visual inspection of the plant's primary clarifier concrete slab and walkway and recommendations for repair.

- Structural engineer for the City of San José, California, Headworks Condition Assessment at the San José/Santa Clara Water Pollution Control Plant. The project involved a detailed condition assessment of the original influent pumping, screening, and pretreatment facilities by a multidisciplinary team (structural, mechanical, process, electrical, and instrumentation).

- Project engineer for the City of San José, California, East Primary Influent Channel Repair. The work included inspection and analysis of the wastewater treatment plant primary treatment influent channel and pump station wet well, recommendations for repair of concrete corrosion damage, and development of construction documents for the $700,000 project.

- Structural engineer for preliminary and final design of the $11-million Fairfield-Suisun Sewer District, California, Primary Treatment Expansion Design. Work included structural design of a new circular primary clarifier, vortex grit basin, primary sludge and scum pump stations, biofilter, and electrical building.

- Structural engineer for design of the City of Modesto, California, $20-million Phase 1A Treatment Plant Expansion. Project elements included new 1.2-mgd oxidation ditch and membrane bioreactors, UV disinfection system, bridge crane structure and several masonry buildings.

Kevin J. Angle

Education

BS Electrical Engineering, Kansas State University, 2001

Licenses

Professional Engineer, New Mexico

Electrical Engineer, Arizona, California

Professional Engineer, Colorado

Professional Affiliations

Institute of Electrical and Electronics Engineers (IEEE)

Mr. Angle has more than 14 years of experience in the design of electrical power distribution systems and controls for water and wastewater projects. He is also experienced in the coordination of electrical work with civil, structural and mechanical work, during both design and construction phases of a project. Relevant projects include:

- Lead EI&C engineer for the final design of the City of Turlock, California, Headworks and Secondary Treatment Capacity Expansion – Phase 1. This expansion replaced an existing outdated headworks and pump station facility and provided additional influent pumping capacity.

- Lead electrical design engineer for the Modesto, California Phase 2 BNR/Tertiary Wastewater Treatment Project. The electrical design consisted of designing medium-voltage service entrance switchgear to distribute power throughout the facility. Careful consideration had to be given to future planned plant expansion. Design also included all site and building lighting, detailed conduit routing, control schematic design and standby generator design for critical plant loads. Coordinated with pre-purchased UV and MBR suppliers to detail all requirements for electrical and instrumentation needs for the systems.

- Lead EI&C engineer for the City of Turlock, California, Harding Drain Bypass Pump Station and Pipeline. The project included a final effluent pump station with an initial capacity of 22 mgd and provisions to expand to 35 mgd. The project includes three 150-hp vertical turbine pumps, one 60-hp vertical turbine pump, a junction structure to intercept flow from the City's existing discharge pipelines, a 48-inch reinforced concrete pipe installed with microtunneling, six miles of 36-inch welded steel pipeline, and an outfall structure at the San Joaquin River.

Wastewater

- Project manager and lead electrical engineer for the Fountain Hills Sanitary District Electrical System Study Project. The project consisted of providing Electrical System Studies, including short circuit calculation, protective device coordination and arc flash hazard analysis for approximately 30 facilities, including remote ASR wells and pump stations and their Advanced Water Treatment Facility. Tasks during the project included, utility coordination, field investigation scheduling and coordination to provide shutdowns in a safe manner and not affect the operation of the Sanitary District's system. The project concluded with a training session to discuss the site specific arc flash hazards associated with each facility in the study.

- I&C engineer for the Metro Wastewater Reclamation District, Denver, Colorado, PAR 1085 South Secondary Improvements Project. This $321 million project will provide an additional 100 mgd of secondary capacity. The project involves preliminary and final design of a new secondary treatment complex, including primary effluent pump station, aeration basins, centrate re-aeration basins, blower building, mixed liquor return, and RAS/WAS pump stations and associated utility galleries..

- Electrical / I&C engineer for the Chandler Ocotillo Water Reclamation Facility Arc Flash Hazard Analysis and Labeling Project, Chandler, AZ. Assisted the City in complying with established arc-flash codes and regulations, including NFPA 70E, to provide their personnel with adequate protection for electrical hazards in the workplace. Implemented an electrical safety program that identifies and analyzes electrical hazards in the workplace, educates the workforce on those hazards, requires the use of appropriate personal protective equipment (PPE), and implements warning labels to identify hazards for workers. Work efforts also included electrical utility coordination, facility shutdown coordination and work sequence creation, field investigation, and electrical system model development. The electrical studies

included short-circuit current calculations, protective device coordination and arc flash hazard analysis. Draft reports, workshops, final reports, and general and site specific training were prepared and arc flash labels were produced and installed at the facility.

- Lead electrical and instrumentation engineer for the City of Lubbock, TX Solids Handling Improvements Project. The project was an intensive renovation of an existing solids handling facility. Specific detail and coordination had to be provided to allow the plant's existing solids dewatering equipment to remain in operation while the new equipment was being installed. The electrical system for the Solids Handling Facility consisted of new main-tie-main electrical equipment to provide electrical redundancy to the building and associated equipment. The existing electrical system was coordinated to remain in place to serve the existing loads while the new electrical equipment was installed. The control system design included both new and modified RTU cabinets with the client preferred PLC. A new RTU was installed in the Solids Handling Building and modifications to existing RTUs were provided in additional areas of the plant to pick up I/O associated with minor modifications to other areas, including Headworks Odor Control, Digested Sludge Pump Station and Plant 3 WAS Pump.

- Lead EI&C engineer for the Sanitary District No. 5 of Marin Plant Rehabilitation project. Work included new power distribution system for the entire facility. Close attention was paid to the construction sequence to allow the existing facility to stay online. New MCCs were installed in four existing locations to distribute power to all new equipment.

- Project manager / Lead electrical and instrumentation engineer for the Albuquerque Bernalillo Water Utility Authority, New Mexico - Southside Water Reclamation Plant Nutrient Monitoring System. Provided design and construction services for installation of nutrient removal process control instrumentation in the secondary treatment process at the Southside Water Reclamation Facility.

- Electrical / instrumentation and controls engineer for the Southside Water Reclamation Plant (SWRP) Solids Dewatering Facility (SDF) Replacement project, Albuquerque Bernalillo County Water Utility Authority, New Mexico. The existing SDF does not provide reliable service; requires significant annual maintenance; is at the end of its useful life; and needs to be replaced with a new, modern facility. Work efforts include preliminary and final electrical / instrumentation design for the new SDF for the SWRP.

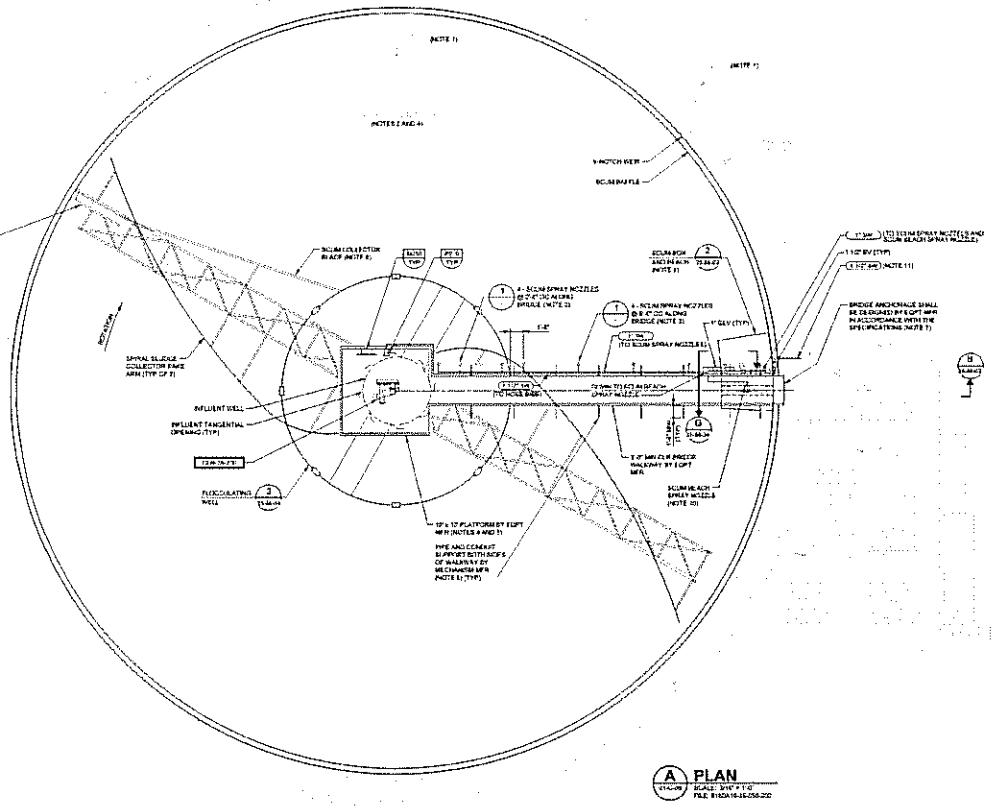
- Electrical / instrumentation and controls engineer for the City of Prescott, Arizona Airport WRF Expansion CA&I Services. This Phase 1 will be 3.75 mgd capacity, with the phased expansion of the facility planned for an ultimate capacity of 9 mgd. Because this Phase 1 expansion includes a process change (from the existing oxidation ditches to activated sludge BNR) this project is essentially designing the first phase of a new treatment facility. Responsible for reviewing submittals to ensure they meet the project contract documents, answering RFIs and field visits for special inspections during construction.

- Lead electrical and instrumentation design engineer for the City of Lubbock, Texas Southeast Water Reclamation Plant Digesters 8 and 9 Improvements project. The electrical design consists of a new MCC to distribute power to new process loads. Planning and coordination will be required to sequence demolition of existing electrical equipment with installation of new equipment to allow processes. Instrumentation design consists of P&ID design, new RTU for digester improvements phased with removal of the existing RTU and integrating new controls in Plant SCADA.

City of San Leandro

WATER POLLUTION CONTROL PLANT REHABILITATION PROJECT

Clarifier Diameter	90 feet
Clarifier Side Water Depth	9.80 feet
Sludge Collector Mechanism Type	Spiral
Mechanism Material of Construction	304 Stainless Steel
EDI Configuration	Tangential Scoop
Flocculation Well Diameter	27 feet
Effluent Launder Type	Perimeter, Outboard
Density Baffles	Yes
RAS Withdrawal	Pumped
Scum Skimming Device	Skimmer and Beach



A PLAN
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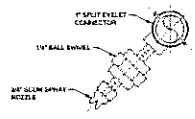


1 DETAIL - SCUM SPRAY
SCALE: NTS
FILE: 8182A16-10-256-402

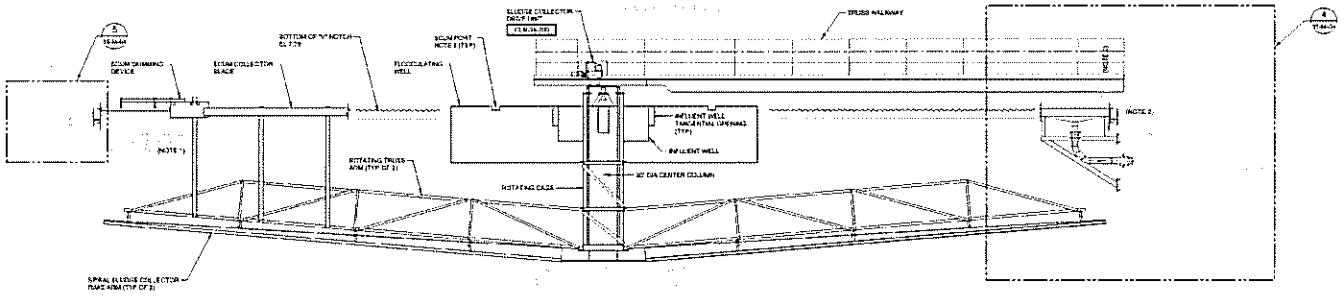
NOTES

1. FOR CONTINUATION SEE DRAWING 81-C-09
2. SEE DRAWING 35-D-01 FOR DEMOLITION WORK.
3. SEE SECTION 15125 FOR SPRAY NOZZLE SPECIFICATIONS
4. INSTALL 2 LIFE PRESERVERS AROUND CLARIFIER OR ON PLATFORM PER SECTION 11140. LOCATION SHALL BE APPROVED BY OWNER
5. SEE SECTION 11250 FOR MINIMUM CLEARANCE REQUIREMENTS AROUND ALL SIDES OF DRIVE MECHANISM AND FOR SERVICE ACCESS OPENINGS IN PLATFORM
6. INSTALL SCUM COLLECTOR BLADE TANGENTIAL TO THE FLOCCULATING WELL.
7. CONTRACTOR SHALL FIELD VERIFY EXISTING WALL DIMENSIONS AND CONDITION WHERE NEW ANCHORAGE IS PROPOSED BY EQUIPMENT MANUFACTURER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MODIFICATIONS TO THE EXISTING CONCRETE AS REQUIRED BY THE EQUIPMENT MANUFACTURER FOR THE NEW ANCHORS
8. SCUM BOX, SCUM BEACH, BAFFLE PLATE AND SUPPORTS SHALL BE TYPE 304 SST
9. SUPPORT SW PIPES AND ELECTRICAL CONDUITS OFF WALKWAYS WITH TYPE 304 SST UNISTRUT SUPPORTS SIMILAR TO TYP PIPE FASTENER WELD OR BOLT THE SUPPORTS TO THE BRIDGE BEAM MAX 6'-0" OC.
10. LOCATE OVER SCUM WELL DRAIN PIPE, FIELD FIT.
11. CONNECT NEW PIPE TO EXISTING USING APPROPRIATELY SIZED FITTINGS.

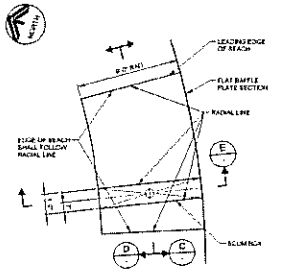
VERIFY SCALES	DESIGNED	CMS	CONFORMED DRAWINGS FOR CONSTRUCTION AUGUST 2011	CITY OF SAN LEANDRO	WPCP REHABILITATION PROJECT
BAR IS ONE INCH ON ORIGINAL DRAWING	DRAWN	DSP			MECHANICAL
0	CHECKED	RM			SECONDARY CLARIFIER NO. 2 IMPROVEMENTS PLAN AND DETAIL
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY	DATE	JANUARY 2011			

Carollo

CONTRACT (CAT.) 35-840-20
SHEET 259 OF 302
JOB NO DR-165-52-219
SCALE AS NOTED
DWG NO 1652 CAT. 809



B SECTION



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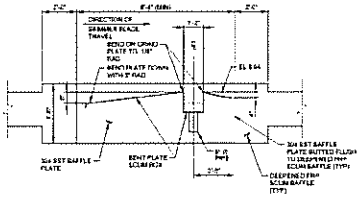
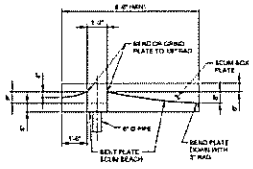
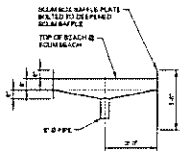


C SECTION



D SECTION



E SECTION

NOTES

1. EXISTING DENSITY CURRENT BAFFLE TO REMAIN. PROTECT FROM DAMAGE DURING CONSTRUCTION. FIELD VERIFY LOCATION AND COORDINATE WORK AROUND EXISTING DENSITY CURRENT BAFFLE.
2. COORDINATE NEW WALKWAY BRIDGE ANCHORAGE, ELEVATION AND LOCATION WITH EXISTING STAIR LANDING. FIELD VERIFY TOP OF STAIR LANDING ELEVATION. THE TOP OF NEW WALKWAY BRIDGE SHALL BE NO MORE THAN 1" FROM THE TOP OF EXISTING CONCRETE STEP.
3. MECHANICAL MFR SHALL DESIGN AND PROVIDE EDGE REINFORCEMENT AT SCUM POINT OFF RAKE.

CITY OF SAN LEANDRO

WPCF REHABILITATION PROJECT

MECHANICAL

SECONDARY CLARIFIER NO. 2 IMPROVEMENTS SECTIONS AND DETAIL

CONFORMED DRAWINGS FOR CONSTRUCTION AUGUST 2011

CITY OF SAN LEANDRO

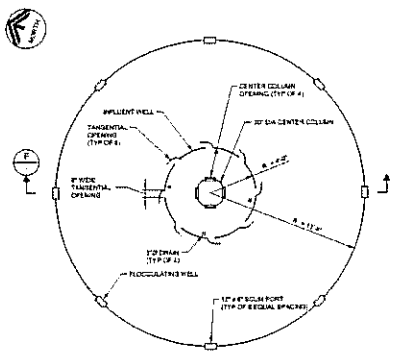
CAROLLO

SERIFF SCALES

DESIGNED: DMS
DRAWN: EVLW
CHECKED: DS
APP: RM
DATE: JANUARY 2011

PROJECT ENGINEER

PROJECT MANAGER



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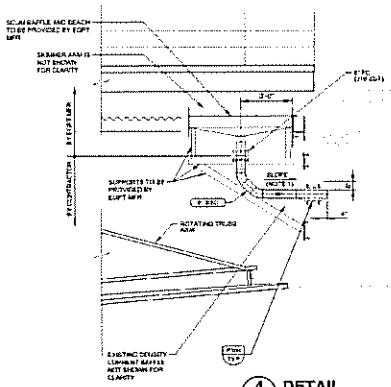
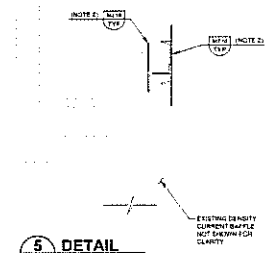
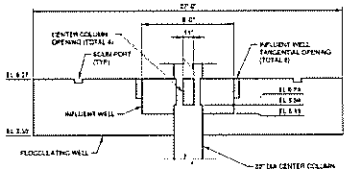


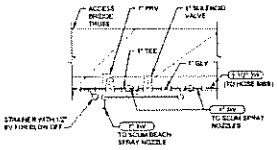
4 DETAIL



5 DETAIL



F SECTION



G SECTION

NOTES

1. SLOPE AT MIN 1/8" PER FOOT TOWARDS CLARIFIER WALL.
2. USE ALL THREAD RODS INSTEAD OF ANCHOR BOLTS. DO NOT DAMAGE EXISTING REINFORCEMENT. SELECT ANCHOR LOCATION TO MISS EXISTING REINFORCEMENT. USE NON DESTRUCTIVE REBAR LOCATION METHODS CUT BACK EXISTING SCUM BAFFLE AND WEIR ANCHORS 1" MIN AND FILL HOLES WITH NON-SHRINK EPOXY GROUT.

CITY OF SAN LEANDRO

CONFORMED DRAWINGS FOR CONSTRUCTION AUGUST 2011

WPCP REHABILITATION PROJECT

MECHANICAL

SECONDARY CLARIFIER NO. 2 IMPROVEMENTS SECTIONS AND DETAILS

CITY OF SAN LEANDRO INCORPORATED 1872

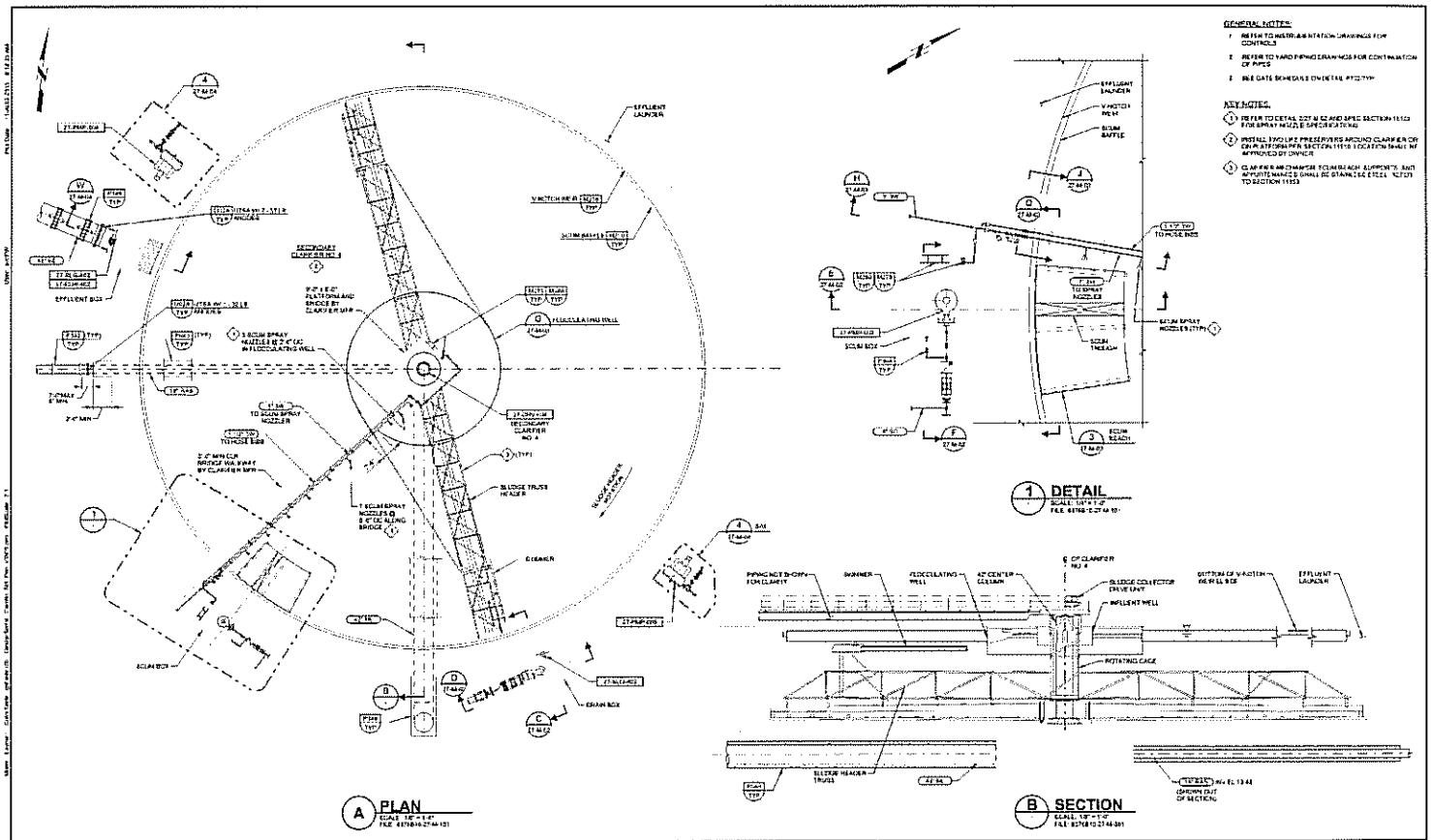
Carollo

JANUARY 2011

City of South San Francisco

SOUTH SAN FRANCISCO/SAN BRUNO WQCP WET WEATHER AND DIGESTER IMPROVEMENTS PROJECT

Clarifier Diameter	110 feet
Clarifier Side Water Depth	16.5 feet
Sludge Collector Mechanism Type	Hydraulic Suction Header (Towbrow)
Mechanism Material of Construction	304 SST
EDI Configuration	Tangential Scoop
Flocculation Well Diameter	28 feet
Effluent Launder Type	Perimeter, Inboard
Density Baffles	None
RAS Withdrawal	Pumped
Scum Skimming Device	Skimmer and Beach



REV	DATE	BY	DESCRIPTION

DESIGNED BC
DRAWN AL
CHECKED
DATE SEPTEMBER 2011

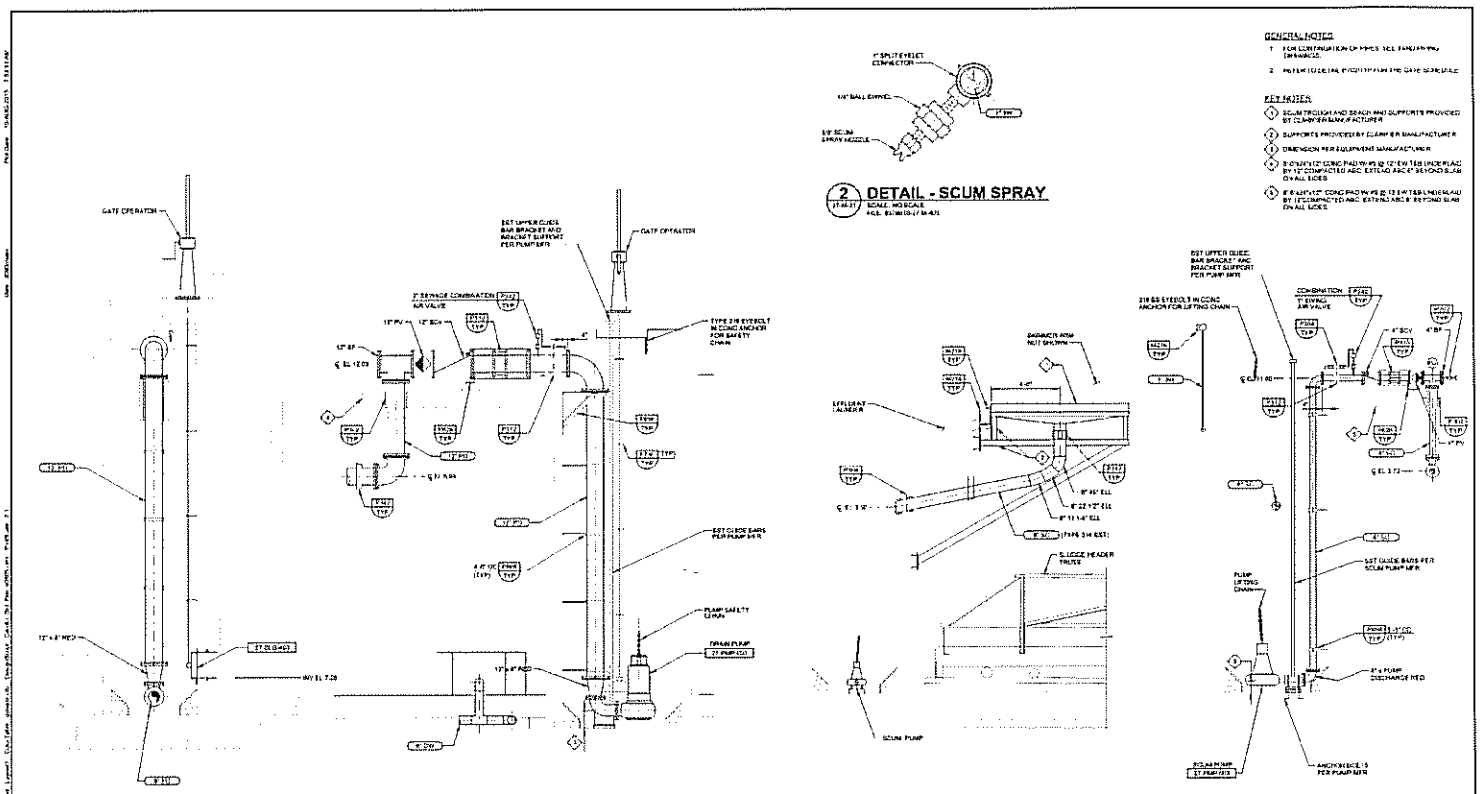
carollo

WATER QUALITY CONTROL PLANT
WET WEATHER AND DIGESTER IMPROVEMENTS PROJECT
MECHANICAL
SECONDARY CLARIFIER NO. 4
PLAN, SECTION AND DETAIL

VERIFY SCALES
BARS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO. 87719.13
DRAWING NO. 27-M-01
SHEET NO. OF XX

PROJECT NO. 87719.13 FILE NAME 87719.13-27-M-01.dgn



REV	DATE	BY	DESCRIPTION

DESIGNED BS
DRAWN AL
CHECKED
DATE SEPTEMBER 2015

carollo

WATER QUALITY CONTROL PLANT
WET WEATHER AND DIGESTER IMPROVEMENTS PROJECT
MECHANICAL
SECONDARY CLARIFIER NO. 4
SECTIONS AND DETAIL

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

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DRAWING NO. 27-M-02
SHEET NO. OF XX

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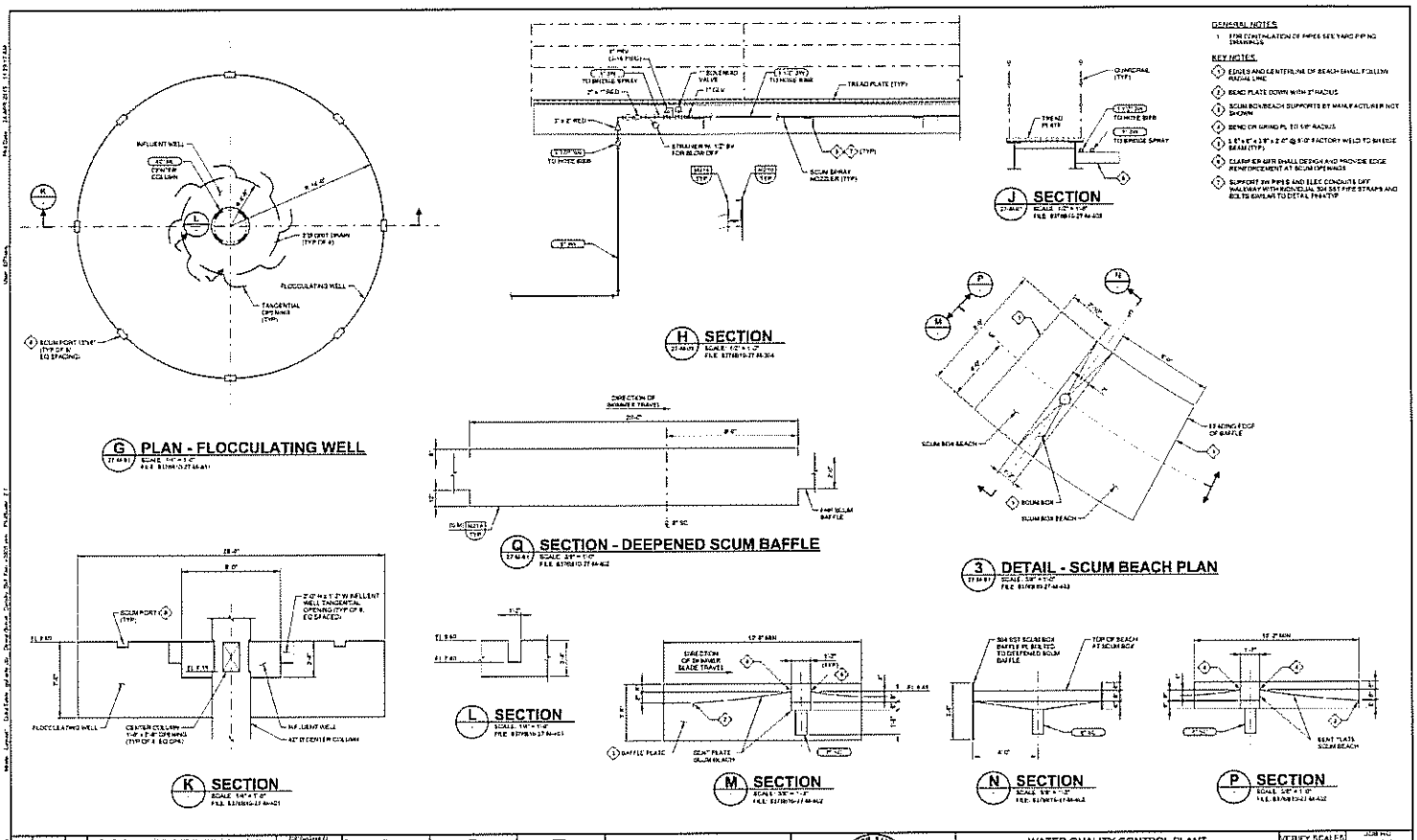
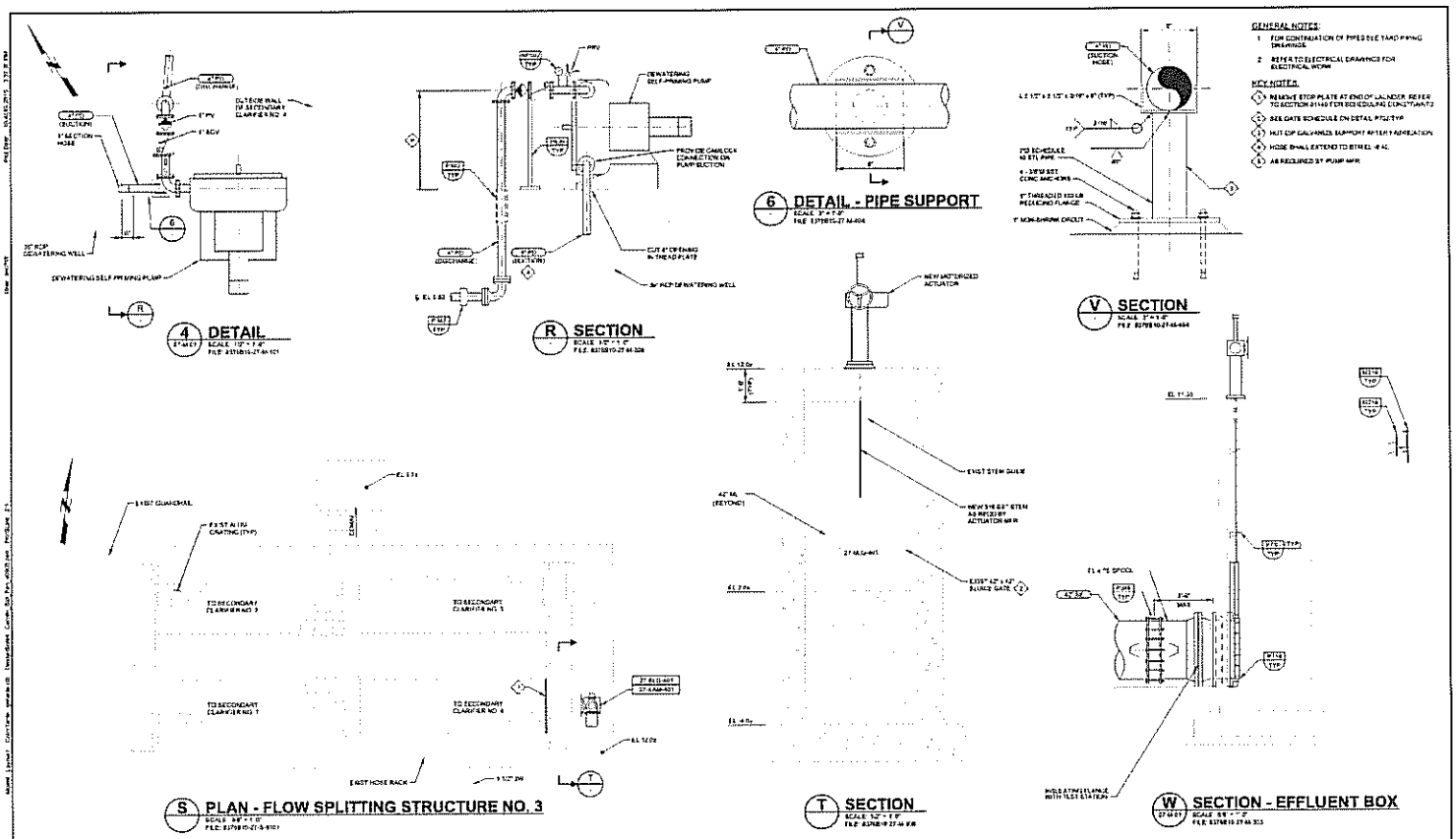


90% SUBMITTAL NOT FOR CONSTRUCTION	DESIGNED DRAWN CHECKED DATE APRIL 2015	carollo	WATER QUALITY CONTROL PLANT WET WEATHER AND DIGESTER IMPROVEMENTS PROJECT MECHANICAL SECONDARY CLARIFIER NO. 4 PLANS, SECTIONS AND DETAIL	VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	JOB NO. DRAWING NO. 27-M-03 SHEET NO. OF XX
REV DATE BY DESCRIPTION					



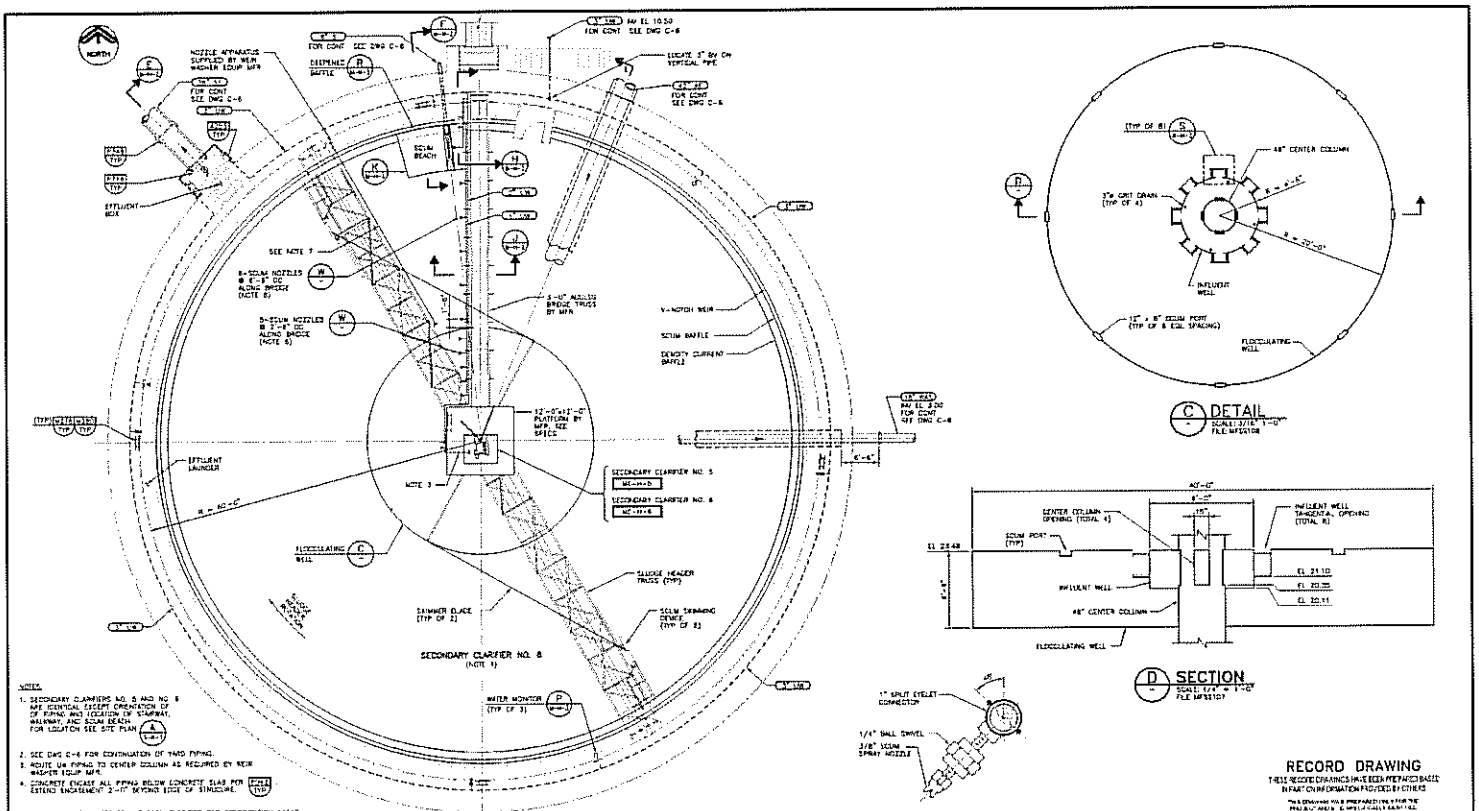
REV	DATE	BY	DESCRIPTION	DESIGNED BG DRAWN AL CHECKED DATE SEPTEMBER 2015			carollo	WATER QUALITY CONTROL PLANT WET WEATHER AND DIGESTER IMPROVEMENTS PROJECT MECHANICAL SECONDARY CLARIFIER NO. 4 PLAN, SECTIONS AND DETAILS	VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DRAWING NO. 27-M-04 SHEET NO. OF 14

PROJECT NO. 8370810 FILE NAME: 8370810-27-M-04.dgn

City of Fairfield-Suisun

SECONDARY TREATMENT EXPANSION

Clarifier Diameter	120 feet
Clarifier Side Water Depth	14.0 feet
Sludge Collector Mechanism Type	Hydraulic Suction Header (Towbrow)
Mechanism Material of Construction	304 SST
EDI Configuration	Target Baffle
Flocculation Well Diameter	40 feet
Effluent Launder Type	Perimeter, Inboard
Density Baffles	None
RAS Withdrawal	Pumped
Scum Skimming Device	Skimmer and Beach



B PLAN
SCALE: 1/8" = 1'-0"
FILE: MF55105

C DETAIL
SCALE: 3/16" = 1'-0"
FILE: MF55108

D SECTION
SCALE: 1/4" = 1'-0"
FILE: MF55107

W DETAIL–SCUM SPRAY
SCALE: NTS
FILE: MF55178

NOTES:

1. SECONDARY CLARIFIERS NO. 5 AND NO. 6 ARE IDENTICAL EXCEPT ORIENTATION OF OF PIPING AND LOCATION OF STAIRWAY, WALKWAY, AND SCUM BEACH. FOR LOCATION SEE SITE PLAN (A)
2. SEE DWG C-6 FOR CONTINUATION OF YARD PIPING.
3. ROUTE UW PIPING TO CENTER COLUMN AS REQUIRED BY WEIR WASHER EQUIP MFR.
4. CONCRETE ENCASE ALL PIPING BELOW CONCRETE SLAB PER (P-1) (TYP). EXTEND ENCASEMENT 2'-0" BEYOND EDGE OF STRUCTURE.
5. INSTALL 2 LIFE PRESERVERS AT EACH CLARIFIER PER SPECIFICATION 11510. LOCATIONS SHALL BE APPROVED BY ENGINEER.
6. SEE SECTION 13120 FOR SPRAY NOZZLE SPECIFICATION.
7. SIZE OF UW PIPING SHALL BE DETERMINED BY WEIR WASHER EQUIP MFR. MOUNT PIPING TO SLUDGE HEADER TRUSS IN ACCORDANCE WITH SECTION 13081

RECORD DRAWING

THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED IN PART ON INFORMATION PROVIDED BY OTHERS

THIS DRAWING WAS PREPARED BY FOR THE PROJECT NAMED. ALL IMPLIED WARRANTIES HEREON AND SIMILAR IN THE DOCUMENTS HEREIN

DATE JUNE 2009

06/09	RLC	RECORD DRAWINGS	
REV	DATE	BY	DESCRIPTION

DATE: OCTOBER 2006
DESIGNED BY: BJD
DRAWN BY: CST
CHECKED BY: DCS
JOB NUMBER: 6985A.10

APPROVED BY: ORIGINAL STAMPED BY SCOTT C. PARKER
DATE

carollo engineers

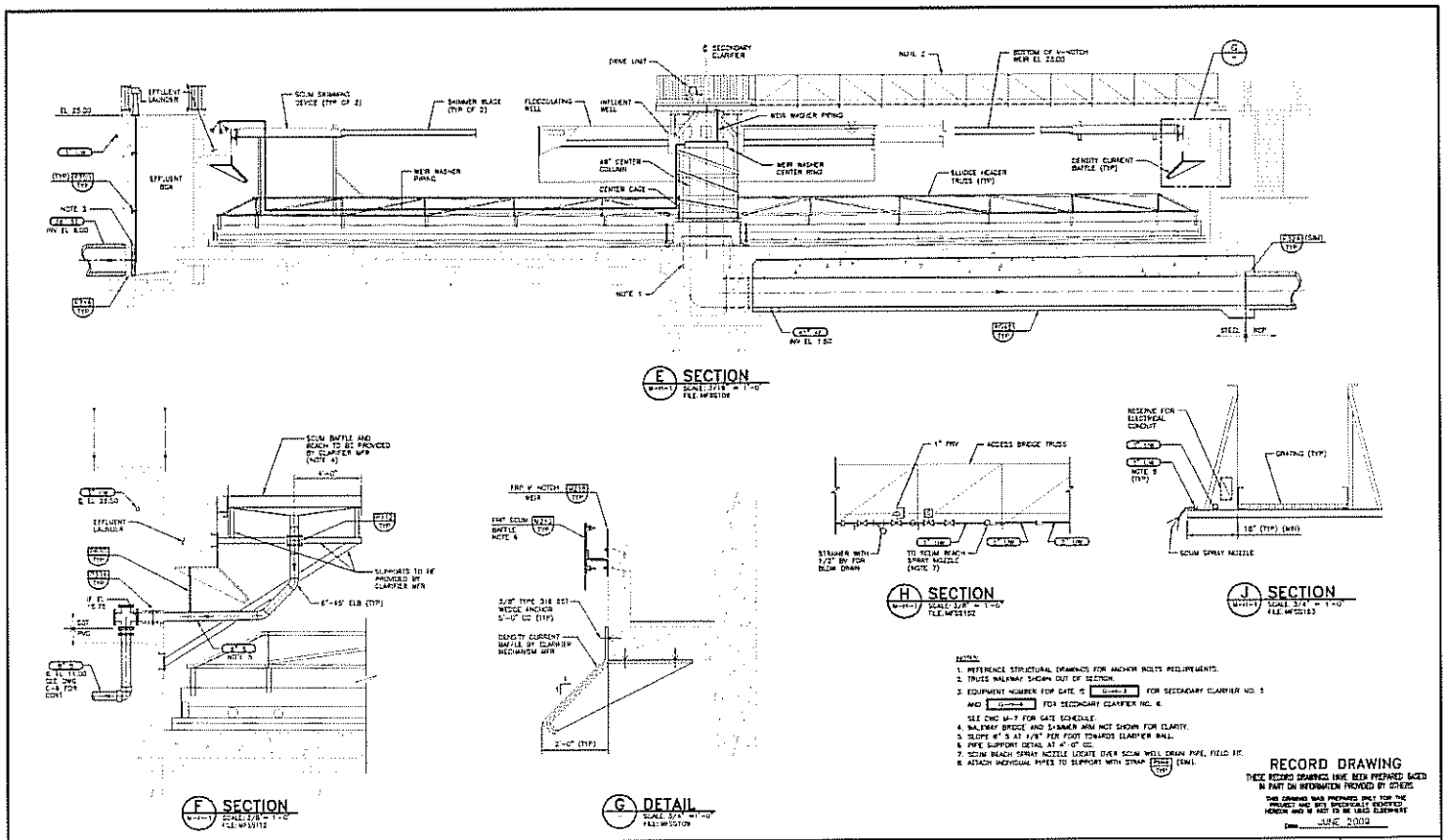
FAIRFIELD-SUISUN SEWER DISTRICT
1010 Chadbourne Road
Fairfield, CA 94534-1703
(707) 429-6930 phone
(707) 429-1282 fax

SECONDARY TREATMENT EXPANSION
PROJECT NO. 0412

SECONDARY CLARIFIERS 5 AND 6
PLAN, SECTION AND DETAILS

SHEET NO. M-H-1

SHEET 86 OF 171 SHEETS



NOTES:

1. REFERENCE STRUCTURAL DRAWINGS FOR ANCHOR BOLTS REQUIREMENTS.
2. TRUSS WALKWAY SHOWN OUT OF SECTION.
3. EQUIPMENT NUMBER FOR GATE IS [G-4-3] FOR SECONDARY CLARIFIER NO. 5 AND [G-4-4] FOR SECONDARY CLARIFIER NO. 6.
   SEE DWG M-7 FOR GATE SCHEDULE.
4. WALKWAY BRIDGE AND SKIMMER ARM NOT SHOWN FOR CLARITY.
5. SLOPE 6" S AT 1/8" PER FOOT TOWARDS CLARIFIER WALL.
6. PIPE SUPPORT DETAIL AT 4'-0" OC.
7. SCUM BEACH SPRAY NOZZLE LOCATE OVER SCUM WELL DRAIN PIPE, FIELD FIT.
8. ATTACH INDIVIDUAL PIPES TO SUPPORT WITH STRAP [PIPE] (SIM).

RECORD DRAWING

THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED IN PART ON INFORMATION PROVIDED BY OTHERS.

THIS DRAWING WAS PREPARED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON AND IS NOT TO BE USED ELSEWHERE

Date JUNE 2009

REV	DATE	BY	DESCRIPTION
	06/09	RLC	RECORD DRAWINGS

DATE: OCTOBER 2006
DESIGNED BY: BJD
DRAWN BY: DST
CHECKED BY: GCS
JOB NUMBER: 6985A10

ORIGINAL STAMPED BY SCOTT E. PARKER

DATE

carollo engineers

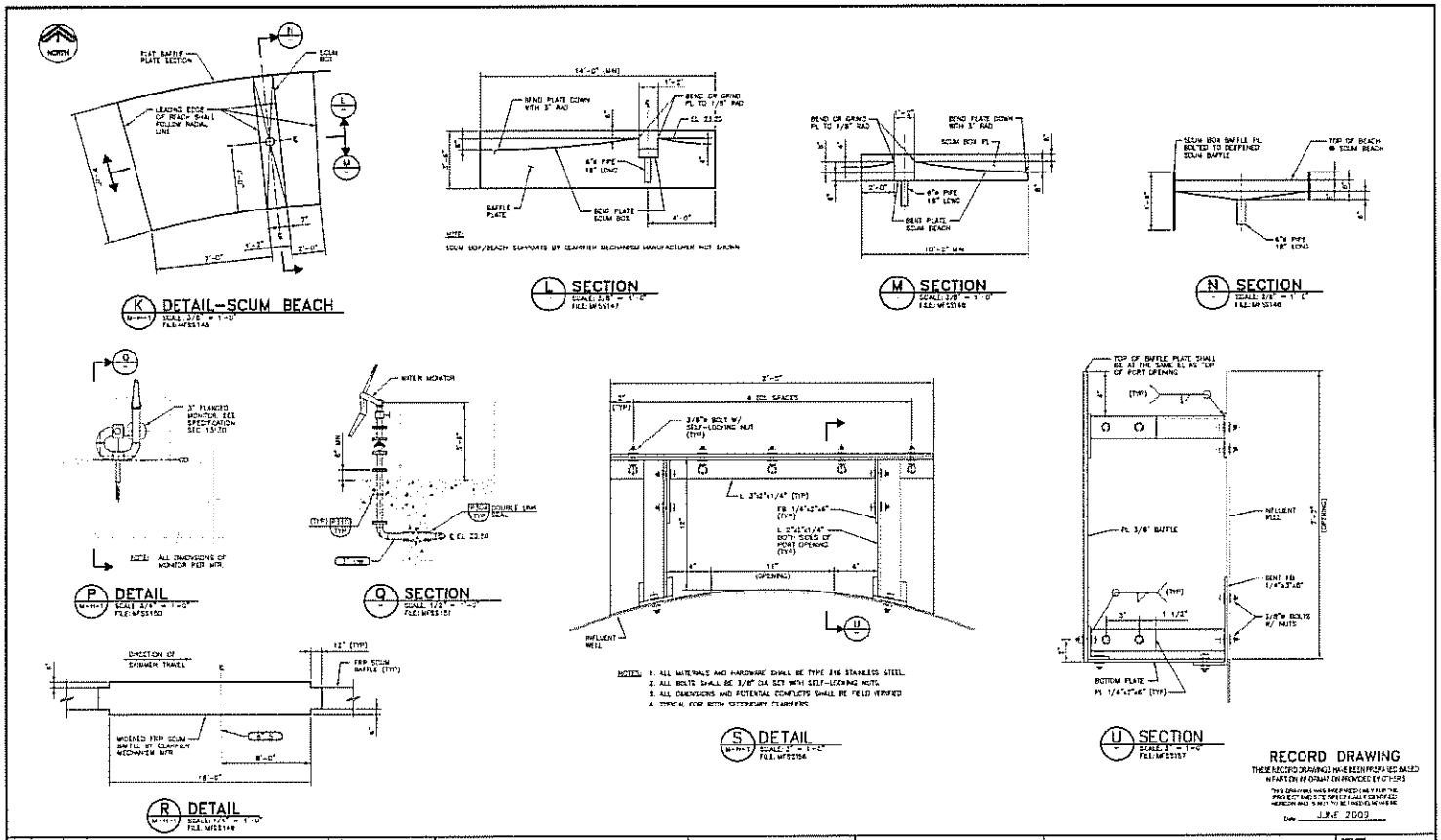
FAIRFIELD-SUISUN SEWER DISTRICT

SECONDARY TREATMENT EXPANSION
PROJECT NO. 0412

SECONDARY CLARIFIERS 5 AND 6
SECTIONS AND DETAIL

SHEET NO. M-H-2

SHEET 87 OF 171 SHEETS



RECORD DRAWING

THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED IN PART ON INFORMATION PROVIDED BY OTHERS

THIS DRAWING HAS NOT BEEN USED IN THE PROJECT AND IS THE SPECIFIC FIELD CONDITIONS HEREON HAS NOT YET BEEN EVALUATED HEREBY

Date JUNE 2009

08/09	RLG	RECORD DRAWINGS	

DATE OCTOBER 2006
DESIGNED BY BJD
DRAWN BY DST
CHECKED BY GCB
JOB NUMBER F8B5A 10

ORIGINAL STAMPED BY SCOTT E. PARKER

DATE

carollo engineers

FAIRFIELD-SUISUN SEWER DISTRICT

SECONDARY TREATMENT EXPANSION
PROJECT NO. 0412

SECONDARY CLARIFIERS 5 AND 6
SECTIONS AND DETAILS

SHEET M-H-3

88 OF 171 SHEETS

SCOPE OF WORK

This section summarizes our proposed scope of work to complete final design of the City of Turlock Secondary Clarifier No. 5 Design and Bidding Services.

Task 1.0 – Project Management and Meetings

Task 1.1 – Project Management

Carollo will provide project administration and management necessary to perform planning, execution, monitoring, and reporting of this Project. Carollo will prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during that billing period. Where needed, Carollo will prepare updates to the project schedule to inform the City of the project's progress.

Task 1.2 – Design Meetings

Carollo will prepare for and conduct four (4) meetings during the course of this project to solicit input and decisions from the City. These include a project kickoff meeting, a preliminary design workshop to review new technologies and design concepts, and design review meetings to discuss the 50 and 95 percent submittals. Carollo will prepare meeting minutes to document key discussion items and summarize keys decisions made using a Decision Log.

Task 1 Deliverables:

- Invoices and monthly progress letter reports.
- Project schedule updates.
- Meeting minutes.
- Decision log.

Task 2.0 – Preliminary Design Evaluation

Task 2.1 – Secondary Clarifier Design Evaluation

Carollo will prepare a preliminary design evaluation of key secondary clarifier design features, including evaluation of the existing returned activated sludge (RAS) pump station for near or long term use. Key secondary clarifier design features to be reviewed will include, but not be limited to, secondary clarifier configuration alternatives, collector mechanism materials of construction, RAS withdrawal options, and other pertinent details of the design. Carollo will conduct a preliminary design workshop to present the results of the evaluation, solicit input from City staff, and determine the direction to be taken for final design.

Carollo will prepare a presentation that describes the alternative evaluations performed and summarizes the design criteria for secondary clarifier project for the preliminary design workshop. Carollo will prepare meeting minutes to summarize the meeting discussion and record key decisions made during the workshop in the Decisions Log for future reference.

Task 2.2 – Site Surveying

Carollo will use an existing aerial topographic survey of the project site conducted for the Headworks and Secondary Treatment Capacity Expansion Project as background for the project. Carollo's surveying consultant, Towill, will update the survey documents to reflect recent changes by performing ground level surveys of the project area. The survey update will include verifying elevations of relevant structures, hydraulic features and site grade and incorporating new features into the CAD base file.

Task 2.3 – Geotechnical Engineering Support

Carollo's geotechnical engineering sub-consultant, Kleinfelder, will provide design support and review of the design deliverables. Since Secondary Clarifier No. 5 will be constructed in the area immediately west of Secondary Clarifier No. 4, as described in the Master Plan, Carollo will rely on the geotechnical field investigation prepared by Kleinfelder in July of 2014. Additional field investigation should not be required if the new secondary clarifier is constructed at this location.

Task 2 Deliverables:

- Workshop presentation materials and meeting notes.
- Updated topographical survey CAD file.
- Field survey data.

Task 2 Assumptions:

- Secondary Clarifier No. 5 will be located adjacent to, and to the west of, Secondary Clarifier No. 4.

Task 3.0 –Final Design

The purpose of this task is to provide final design engineering services for the project based on the results of the preliminary design evaluation. For this scope we have assumed design of the following key elements will be provided:

- One 140 foot diameter secondary clarifier.
- Scum removal pumping facilities associated with the secondary clarifier.
- A RAS control structure to allow RAS to flow by gravity from the secondary clarifier to the Biotower Pump Station.
- Expansion of existing Mixed Liquor Flume structure to include two additional flumes.
- Yard piping connections to existing piping required for operation of the clarifier.
- Paving and grading improvements in the vicinity of the clarifier.
- Modifications to the electrical and instrumentation system to support clarifier operation.

Task 3.1 – Prepare 50 Percent Design

The results the preliminary design evaluation and the City's design preferences will be incorporated into the 50 percent design of the secondary clarifier improvements. The 50 percent design submittal will include the following drawings: cover sheet, drawing list, general sheets, site plans, major plans and sections, electrical single line diagrams, and process and instrumentation drawings (P&IDs). Specifications for major equipment will also be submitted for City review.

Task 3.2 – Prepare 95 Percent Design

The 50 percent design review comments from the City will be incorporated into the 95 percent design of the secondary clarifier improvements. The 95 percent design will include all drawings, specifications, and front end documents for the project. The 95 percent submittal will undergo an internal quality management review at the same time that this submittal is being reviewed by the City.

Carollo will prepare an engineer's construction cost estimate as part of the design evaluation for the project. Construction cost estimates will be developed based on quantity takeoffs and equipment manufacturers' quotes with appropriate estimating contingencies to account for unknowns associated with the project.

Task 3.3 – Prepare 100 Percent Design

Carollo will incorporate City comments received for the 95 percent submittal, as well as internal checking comments. Carollo will finalize the drawings and specifications as required for bidding.

Task 3 Deliverables:

- 50 percent design level drawings and equipment specifications.
- Response to City comments on 50 percent design.
- 95 percent design level drawings, specifications, and cost estimate.
- Response to City comments on 95 percent design.
- 100 percent design level, bid ready, drawings and specifications.
- Final cost estimate.

Task 3 Assumptions:

- The City will provide Carollo one collated set of review comments from its review of each deliverable. The City's review comments will be provided in Microsoft Excel format to enable Carollo to prepare written responses to each comment.
- Front end specifications (Divisions 0 and 1) will be based on City's standard specifications and modified by Carollo as approved by the City. Technical specifications will be based on Carollo's standard specifications in CSI format utilizing Divisions 2 through 17.

- Contractor will be required to remove landfill material and stockpile it for City disposal in a manner similar to past projects including the Headworks and Secondary Treatment Capacity Expansion Project.
- One (1) electronic copy (PDF format) will be provided for each deliverable. Drawings will be half-scale, printable on 11x17 paper.
- Drawings will be prepared using Microstation CAD software according to Carollo's drawing standards.
- It is assumed the City will complete the following tasks, either in-house or through a consultant, if required:
    - CEQA documentation.
    - Project financing.
    - Permitting

Task 4 – Bidding Services

Task 4.1 – Pre-Bid Meeting

Carollo will conduct one (1) pre-bid meeting for the prospective bidders on the City's behalf.

Task 4.2 – Answer Bidder's Questions

During the bid period, Carollo will respond to questions from prospective bidders and provide verbal or written response as appropriate. Verbal or written questions requiring clarification of the contract documents will be resolved by issuing addenda.

Task 4.3 – Prepare Addenda

For this scope, Carollo will prepare one (1) addenda to the contract documents and issue the addenda in electronic format (.PDF files) to the City for distribution to the plan holders.

Task 4 Deliverables:

- Response to bidder questions.
- One addenda.

Task 4 Assumptions:

- It is assumed the City will complete the following tasks:
    - Manage printing, advertisement, and sale of contract documents during the bid period.
    - Issue bid packages to prospective bidders and maintain bid tabs.
    - Answer procedural questions from prospective bidders.

- Distribute addenda to prospective bidders.
- Open and tabulate bids.
- Issue Notice of Award and Notice to Proceed to successful bidders.

- Conformed drawings incorporating addenda items will be completed as part of engineering services during construction.

CITY OF TURLOCK
SECONDARY CLARIFIER NO. 5 DESIGN AND BIDDING SERVICES
PRELIMINARY PROJECT SCHEDULE

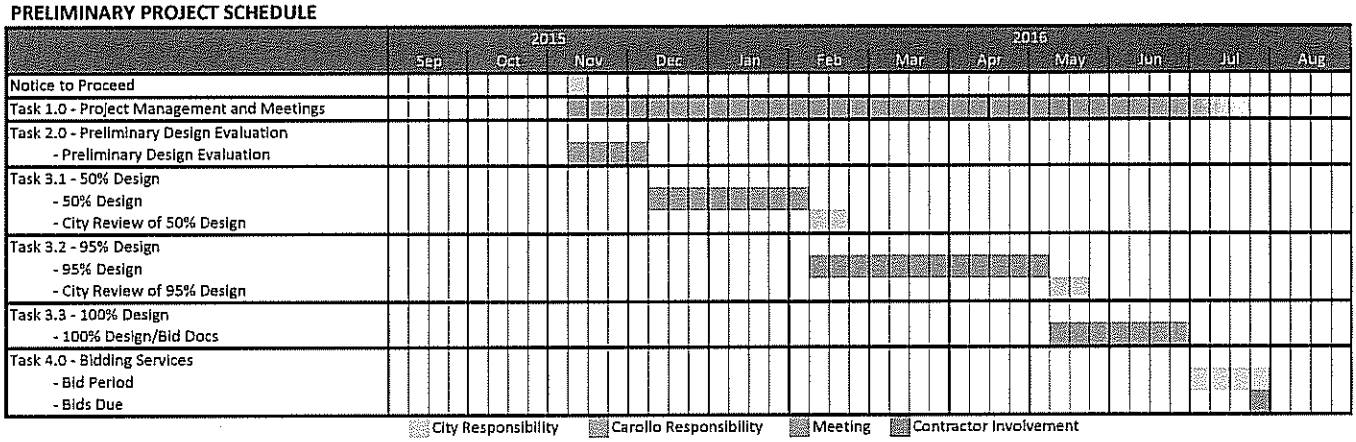


EXHIBIT - C -

ATTACHMENT 1
DESIGN SERVICES LABOR AND FEE ESTIMATE

SECONDARY CLARIFIER NO. 5
CITY OF TURLOCK

September 30, 2015

Task	Task Description	Carollo Labor									Other Direct Costs (ODC)									
											Subconsultants					Mileage				
		PIC	PM	PE	TA	Discipline Engineer	Drafting	WP	Total Hours	Labor Cost	Survey	Geotech	Subtotal	PECE	Printing	Trips	Amount	Total ODC Cost	Total Cost
1.0	**Project Management and Meetings**	**14**	**44**	**28**	**8**	**12**	**0**	**4**	**110**	**$25,278**	**$0**	**$0**	**$0**	**$1,287**	**$0**	**4**	**$460**	**$1,747**	**$27,025**
	1.1 Project Management	2	24	0	0	0	0	0	26	$6,694	$0	$0	$0	$304	$0	0	$0	$304	$6,998
	1.2 Design Meetings	12	20	28	8	12	0	4	84	$18,584	$0	$0	$0	$983	$0	4	$460	$1,443	$20,127
2.0	**Preliminary Design Evaluation**	**6**	**24**	**32**	**7**	**32**	**16**	**2**	**119**	**$24,513**	**$11,550**	**$11,000**	**$22,550**	**$1,392**	**$0**	**1**	**$115**	**$24,057**	**$48,570**
	2.1 Secondary Clarifier Design Evaluation	6	24	24	7	24	8	2	95	$20,265	$0	$0	$0	$1,112	$0	1	$115	$1,227	$21,492
	2.2 Site Surveying	0	0	4	0	0	8	0	12	$1,920	$11,550	$0	$11,550	$140	$0	0	$0	$11,690	$13,610
	2.3 Geotechnical Engineering Support	0	0	4	0	8	0	0	12	$2,328	$0	$11,000	$11,000	$140	$0	0	$0	$11,140	$13,468
3.0	**Final Design**	**15**	**194**	**299**	**15**	**374**	**523**	**75**	**1,495**	**$270,401**	**$0**	**$0**	**$0**	**$17,492**	**$0**	**0**	**$0**	**$17,492**	**$287,892**
	3.1 Prepare 50 Percent Design	6	78	120	6	150	209	30	598	$108,160	$0	$0	$0	$6,997	$0	0	$0	$6,997	$115,157
	3.2 Prepare 95 Percent Design	7	97	150	7	187	262	37	748	$135,200	$0	$0	$0	$8,746	$0	0	$0	$8,746	$143,946
	3.3 Prepare 100 Percent Design	1	19	30	1	37	52	7	150	$27,040	$0	$0	$0	$1,749	$0	0	$0	$1,749	$28,789
4.0	**Bidding Services**	**4**	**22**	**16**	**0**	**12**	**6**	**4**	**64**	**$13,350**	**$0**	**$0**	**$0**	**$749**	**$0**	**1**	**$115**	**$864**	**$14,214**
	4.1 Pre-Bid Meeting	0	6	0	0	0	0	0	6	$1,512	$0	$0	$0	$70	$0	1	$115	$185	$1,697
	4.2 Answer Bidder's Questions	2	8	8	0	6	0	0	24	$5,278	$0	$0	$0	$281	$0	0	$0	$281	$5,559
	4.3 Prepare Addenda	2	8	8	0	6	6	4	34	$6,560	$0	$0	$0	$398	$0	0	$0	$398	$6,958
	Project Totals =	**39**	**284**	**375**	**30**	**430**	**545**	**85**	**1,788**	**$333,542**	**$11,550**	**$11,000**	**$22,550**	**$20,920**	**$0**	**$6**	**$690**	**$44,160**	**$377,701**

Legend:

PIC	Principal-in-Charge
PM	Project Manager
PE	Project Engineer
TA	Technical Advisor
WP	Word Processor
PECE	Project Equipment Communication Expense

ODC Unit Costs:

PECE ($/hr):	$11.70
Mileage ($/mi):	$0.58
Miles per Roundtrip:	200

5E

Council Synopsis

December 08, 2015

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $87,000 to account number 410-51-534.51180 "Crane Avenue Sewer Line Replacement" to be funded from unappropriated reserves in Fund 410 Water Quality Control (WQC)" for City Project No. 15-56, "Crane Avenue Sewer Line Replacement," to complete the necessary funding required for this project

Motion: Approving Contract Change Order No. 1 (Final) in the amount of $10,060.94 (Fund 410) for City Project No. 15-56, "Crane Avenue Sewer Line Replacement," bringing the contract total to $59,625.17

Motion: Accepting improvements for City Project No. 15-56, "Crane Avenue Sewer Line Replacement," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 11, 2015, Council awarded a contract in the amount of $49,564.23 to Taylor Backhoe Service, Inc. of Merced, California for "Crane Avenue Sewer Line Replacement."

Change Order History	Amount	City Council Meeting
Original Contract	$49,564.23	August 11, 2015
Change Order No. 1 (Final)	$10, 060.94	December 08, 2015
Adjusted Contract Total	$59,625.17	

Change order No. 1 (Final) includes:

1. Adjustment of Quantities (-$5,464.77)
   The quantities estimated at the time of bidding were an estimate and used to compare bids. The contract documents state that the City will adjust the quantities to reflect the actual quantities used. During the course of construction, one manhole was deleted as well as a tree well.

2. Remove and Replace Curb, Gutter & Sidewalk ($5,871.15)
   Additional curb, gutter and sidewalk needed to be replaced in order to better match the existing improvements. Existing trees had lifted the curb and gutter that, left untouched, would have caused localized flooding.

3. Replace 48" Manhole with 36" Manhole ($7,252.00)
   When the contractor was preparing to place the 48" manhole, it was discovered that an existing gas line would interfere with the placement and construction of the 48" manhole base; therefore, it was decided to place a 36" manhole in order to meet clearance requirements. An additional 36" manhole was placed at the end of the line in place of a clean-out as specified in the plans to better meet the maintenance needs of City staff.

4. Additional work at Commercial Driveway ($2,402.56)
   In order to meet ADA standards across the driveway, additional on-site demolition, replacement of asphalt and retaining curbs were needed. The existing driveway did not meet ADA standards and therefore the existing site constraints needed to be pushed back.

3. BASIS FOR RECOMMENDATION:

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

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Policy Goals and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:
8. Ensure the safety and accessibility of the public sidewalk system.

Policy Goal #5: Economic Development

General Principles:
3. Support the business community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for this project was not identified in the 2015-16 adopted budget as this project was unforeseen at the time the budget was prepared. When the contract was awarded, Staff inadvertently omitted the budget amendment that would have normally been requested at that time. At this time Staff is requesting the appropriation of $87,000 to account number 410-51-534.51180 "Crane Avenue Sewer Line Replacement" to be funded from unappropriated reserves in Fund 410 "WQC" to properly account for the expenditures related to this project. The breakdown below details how the funds were spent.

Total Amount	Contractor Costs	City Crew Charges	Construction Engineering & Inspection	Material Testing	Preliminary Engineering
$87,000.00	$59,625.17	$3,583.80	$14,828.06	$2,081.00	$6,881.96

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This action by Council does not modify the CEQA finding that Council made on August 11, 2015, and therefore no determination is needed.

7. ALTERNATIVES:

A) Not appropriate $87,000. Staff does not recommend this alternative as funding is required for the work performed and the funds are available.

B) Not approve Change Order No. 1 (Final). Staff does not recommend this alternative because the extra work was needed to comply with City standards, as well as the project plans and specifications.

C) Not authorize the City Engineer to file a Notice of Completion. Staff does not recommend this alternative because in order to properly close out a public works projects a Notice of Completion is required.

CONTRACT CHANGE ORDER

Date issued: 8-Dec-15 **Change Order No.:** 1 (FINAL)
Project Name: Crane Avenue Sewer Line Replacement

Taylor Backhoe Service, Inc.
1600 Falcon Way
Merced, CA. 95341

Project No.: 15-56
Contract For: $49,564.23
Contract Award Date: August 11, 2015

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
Actual Amount Paid to Contractor for Bid Items (See Attached)	–	–	–	$44,099.46
Contractor's Bid Amount for Bid Items	–	–	–	$49,564.23
Subtotal of Difference				**($5,464.77)**
Contract Change Order(s) as follows:				
Remove and Replace 83 LF of Curb & Gutter. Install 5 LF of 6" vertical curb & access ramp work	LS	1	$5,871.15	$5,871.15
Install 36" manhole in lieu of 48"manhole	EA	2	$3,626.00	$7,252.00
Additional work at Commercial Driveway	LS	1	$2,402.56	$2,402.56
		Total this CCO=		**$10,060.94**
The original contract sum =				**$49,564.23**
Net change by previous change orders =				**$0.00**
The contract amount will be increased by =				**$10,060.94**
The new contract sum including this change order will be =				**$59,625.17**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
Michael I. Cooke, Interim City Manager

CITY OF TURLOCK

FINAL QUANTITIES

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

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization	LS	2,000.00	1	$2,000.00	1	$2,000.00	$0.00
2	Temporary Traffic Control Plan (TTCP)	LS	1,120.00	1	$1,120.00	1	$1,120.00	$0.00
3	Best Management Practices (BMP's)	LS	1,680.00	1	$1,680.00	1	$1,680.00	$0.00
4	Demo and Remove Existing Improvements	LS	6,742.40	1	$6,742.40	1	$6,742.40	$0.00
5	Earthwork	LS	3,371.20	1	$3,371.20	1	$3,371.20	$0.00
6	Sewer Pipe (8" PVC SDR-26)	LF	25.77	174	$4,483.98	174	$4,483.98	$0.00
7	Sewer Lateral Service Connection	EA	1,329.62	3	$3,988.86	3	$3,988.86	$0.00
8	48" Manhole	EA	4,076.11	0	$0.00	1	$4,076.11	($4,076.11)
9	Adjust Frame and Covers to Grade	EA	202.62	11	$2,228.82	11	$2,228.82	$0.00
10	Minor Concrete (Curb and Gutter)	LF	44.80	21	$940.80	21	$940.80	$0.00
11	Minor Concrete (Sidewalk)	SF	7.84	1,052	$8,247.68	1,052	$8,247.68	$0.00
12	Access Ramp (Labor Only)	LS	2,576.00	1	$2,576.00	1	$2,576.00	$0.00
13	Commercial Driveway Approach	EA	3,942.40	1	$3,942.40	1	$3,942.40	$0.00
14	Tree Well	EA	1,388.66	2	$2,777.32	3	$4,165.98	($1,388.66)
	SUB-TOTAL CONTRACT ITEMS =				**$44,099.46**		**$49,564.23**	**($5,464.77)**
C.O. #	***CHANGE ORDERS***							
1	Remove and Replace 83 LF of Curb & Gutter. Install 5 LF of 6" vertical curb & access ramp work	EA	$5,871.15	1	$5,871.15	0	$0.00	$5,871.15
2	Install 36" manhole in lieu of 48"manhole		$3,626.00	2	$7,252.00	0	$0.00	$7,252.00
3	Additional work at Commercial Driveway	LS	$2,402.56	1	$2,402.56	0	$0.00	$2,402.56
	SUB-TOTAL CHANGE ORDER ITEMS =				**$15,525.71**		**$0.00**	**$15,525.71**
	TOTAL PROJECT =				**$59,625.17**		**$49,564.23**	**$10,060.94**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 15-56
CRANE AVENUE SEWER LINE REPLACEMENT

Notice is hereby given that work on the above-referenced project located in city right-of-way at the intersection of Crane Avenue and Golden State Boulevard, was completed by the undersigned agency on December 8, 2015. The contractor of work is Taylor Backhoe Service, Inc., Merced, CA 95341 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature- Michael G. Pitcock, PE, Director of Development Services/ City Engineer, Owner's Agent)

VERIFICATION

I, the undersigned, Development Services Director/ City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, PE
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on December 9, 2015 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $87,000 TO ACCOUNT NUMBER 410-51-534.51180 "CRANE AVENUE SEWER LINE REPLACEMENT" TO BE FUNDED FROM UNAPPROPRIATED RESERVES IN FUND 410 WATER QUALITY CONTROL (WQC) FOR CITY PROJECT NO. 15-56 "CRANE AVENUE SEWER LINE REPLACEMENT" TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THIS PROJECT	**RESOLUTION NO. 2015-**

WHEREAS, this project was not included in the adopted budget as this project was unforeseen at the time of budget preparation and developed from the need to replace 174' of sewer main damaged by roots from adjacent street trees; and

WHEREAS, the budget appropriation was inadvertently overlooked by Staff when the contract for this project was awarded in August 2015; and

WHEREAS, this project consists of removing and replacing existing sewer main and frontage improvements in an effort to safeguard the investment of the taxpayers; and

WHEREAS, the funds need to be appropriated to fully account for design, construction, management, testing and inspection costs; and

WHEREAS, the proposed reserve funds are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $87,000 to account number 410.51-534.51180 "Crane Avenue Sewer Line Replacement" to be funded from unappropriated reserves in Fund 410 Water Quality Control (WQC) reserves for City Project No. 15-56, "Crane Avenue Sewer Line Replacement" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December 2015, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SF

Council Synopsis

December 8, 2015

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

Prepared by: Nathan Bray, P.E.
Principal Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the 2016 City of Turlock Standard Specifications and Drawings in accordance with Turlock Municipal Code Section 7-2-201, "Construction Standards"

2. DISCUSSION OF ISSUE:

The last review and issuance of the Turlock City Standard Specifications and Drawings was completed in March of 2008. As codes, materials and construction practices change, it becomes necessary to update the standards from time to time. Following a thorough review of the 2008 standards it was determined that many minor changes needed to be made. The changes are generally related to current practices of construction and modifications to the materials accepted for City owned utilities.

With the adoption of these standard specifications and drawings, a process will be put into place to allow the City Engineer to issue revisions and errata on an as-needed basis to keep the standards current. Staff will keep an updated copy of the standard specifications and drawings at the office of the City Engineer at all times as well as online available for download.

3. BASIS FOR RECOMMENDATION:

A) The City Council per the Turlock Municipal Code must approve the resolution establishing Turlock City Standard Specifications and Drawings.

B) The adoption of the Turlock City Standard Specifications and Drawings will ensure that new construction is completed in accordance with accepted practices and materials.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
There is not any fiscal impact to this action.

5. CITY MANAGER'S COMMENTS:

Recommended Approval

6. ENVIRONMENTAL DETERMINATION:

This action does not constitute a project by definition, and is not subject to the provisions of CEQA. Furthermore, any project using the updated standard specifications and drawings would have a separate environmental determination at such time when the project is contemplated.

7. ALTERNATIVES:

A. Not adopt the 2016 City of Turlock Standard Specifications and Drawings. Staff does not recommend this actions as it would prevent City Staff from enforcing more up to date standards for City owned and maintained facilities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE 2016 CITY OF TURLOCK STANDARD SPECIFICATIONS AND DRAWINGS IN ACCORDANCE WITH TURLOCK MUNICIPAL CODE SECTION 7-2-201, "CONSTRUCTION STANDARDS"	**RESOLUTION NO. 2015-**

WHEREAS, the current version of the City of Turlock Standard Specifications and Drawings was adopted in March of 2008; and

WHEREAS, City Staff has reviewed and modified the 2008 City of Turlock Standard Specifications and Drawings to meet new codes and regulations as well as changes in materials and construction practices; and

WHEREAS, the 2016 issue of the City of Turlock Standard Specifications and Drawings are now complete; and

WHEREAS, the 2016 issue of the City of Turlock Standard Specifications and Drawings contain provisions that allow the City Engineer to update the City of Turlock Standard Specifications and Drawings on an as-needed basis to stay compliant with current construction practices between versions.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the 2016 City of Turlock Standard Specifications and Drawings in accordance with Turlock Municipal Code Section 7-2-201, "Construction Standards."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Consent Item
5F

2016 City of Turlock
Standard Specifications
and Drawings

can be viewed in the
City Clerk’s office

5G

Council Synopsis

December 8, 2015

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

Prepared by: Wayne York, Capital Project Coordinator

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $125,000 to account number 305-40-442.51306 "Carnegie Storm Drain" from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" for City Project No. 15-53, "Carnegie Storm Drain"

Resolution: Appropriating $340,000 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" for City Project No. 15-57, "129 S. Broadway Parking Lot"

2. DISCUSSION OF ISSUE:

Staff has identified two capital improvement projects that need funding to maintain progress with their respective project schedules. The first project is City Project No. 15-53, "Carnegie Storm Drain," which would improve storm facilities at the Carnegie Arts Center by adding a pump system to drain the low areas that flood when the storm line in Broadway surcharges during a heavy rain event. The second project is City Project No. 15-57, "129 S. Broadway Parking Lot," which would demolish the existing asphalt and concrete area and construct a new public parking lot at that location with all storm drain and landscape improvements as required by code.

Neither project was included in the original FY 2015-16 budget, as the scope and details for both projects were not available or finalized at that time. The relevant details for both projects have since been finalized, but an appropriation is necessary to begin work. In an effort to initiate and maintain project progress, Staff is recommending an appropriation for both projects from Fund 305, "CFF Admin Projects Reserve" as specified in the attached resolutions.

3. BASIS FOR RECOMMENDATION:

A. Appropriation of funds is necessary to complete the specified work.

B. Delaying appropriations for the purpose of inclusion in a consolidated mid-year amendment would cause delays to the project schedules.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: **Fiscal Responsibility**

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Items:

3. Track, report on and propose appropriate budget amendments.

Policy Goal #4: **Municipal Infrastructure**

General Principles:

1. Municipal infrastructure is integral to public safety and effective service delivery.
2. Municipal infrastructure is critical to retain and attract businesses.
   c. Residents, businesses and visitors rely on;
   d. Quality and well-functioning storm water systems that comply with state requirements.

Action Items:

2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

As noted above, funding for these projects was not included when the 2015-16 fiscal year budget was prepared. Staff has engaged outside assistance with the development of the design and specifications for each project and is requesting each appropriation so that funds are available to pay for this work. The amounts requested are anticipated to be sufficient for the design, construction, project management, and related ancillary costs of each project.

Staff requests the appropriation of $125,000 to account number 305-40-442.51306 "Carnegie Storm Drain" and $340,000 to account number 305-40-442.51307 "129 S. Broadway Parking Lot." The funding for both appropriations will come from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the appropriation of specified funds. Staff does not recommend this approach as funding for the design and construction is available.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $125,000 TO ACCOUNT NUMBER 305-40-442. 51306 "CARNEGIE STORM DRAIN" FROM UNAPPROPRIATED RESERVES IN FUND 305, DIVISION 442 "CFF – ADMIN PROJECTS" FOR CITY PROJECT NO. 15-53, "CARNEGIE STORM"	**RESOLUTION NO. 2015-**

WHEREAS, the City has a need to make storm system related improvements at the Carnegie Arts Center as part of City Project No. 15-53, "Carnegie Storm Drain"; and

WHEREAS, the City did not budget the necessary funds to conduct this work within the FY 2015-16 budget due to the fact that the project scope and necessary details were not available or finalized until after the adoption of the budget; and

WHEREAS, sufficient unappropriated reserves exist within Fund 305, Division 442 "CFF Admin Projects" to fund the specified project; and

WHEREAS, the City is seeking to appropriate funds to pay for design, construction, project management, inspection and all work necessary for the completion of the improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $125,000 to account number 305-40-442.51306 "Carnegie Storm Drain" to be funded from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" for City Project No. 15-53, "Carnegie Storm Drain."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $340,000 TO ACCOUNT NUMBER 305-40-442.51307 "129 S. BROADWAY PARKING LOT" FROM UNAPPROPRIATED RESERVES IN FUND 305, DIVISION 442 "CFF – ADMIN PROJECTS" FOR CITY PROJECT NO. 15-57, "129 S. BROADWAY PARKING LOT"	**RESOLUTION NO. 2015-**

WHEREAS, the City has a need to construct a public parking lot meeting all City and State regulations at 129 S. Broadway as part of City Project No. 15-57, "129 S. Broadway Parking Lot"; and

WHEREAS, the City did not budget the necessary funds to conduct this work within the FY 2015-16 budget due to the fact that the project scope and necessary details were not available or finalized until after the adoption of the budget; and

WHEREAS, sufficient funding exists within unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" to fund the specified project; and

WHEREAS, the City is seeking to appropriate funds to pay for design, construction, project management, inspection and all work necessary for the completion of the improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $340,000 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" to be funded from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" for City Project No. 15-57, "129 S. Broadway Parking Lot."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5H

Council Synopsis

December 8, 2015

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an amendment to the Fiscal Year 2015-16 Budget to appropriate $13,195 to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to re-examine the existing Public Service Mitigation Fee (Community Facilities District #2)

2. DISCUSSION OF ISSUE:

In 2004, the City of Turlock established Community Facilities District (CFD) #2 to raise revenue to mitigate the public service impacts of new development. Although originally enacted as part of the Northeast Turlock Master Plan, the fee applies Citywide and becomes a condition of approval for all new development within the City requiring approval of a legislative act. The level of the fee was determined through a Fiscal Impact Analysis prepared by Economic Planning Systems, the consultant the City has retained on an annual basis to perform economic studies of this type. At that time, the Analysis found that it cost more to provide public safety and park maintenance services to new residential development than the taxes generated.

The existing CFD #2 was phased in over the past 10 years. The maximum annual assessment for a single family residential unit started at $400 for the first three years of the District (first year is 2005-06 fiscal year), then increased to $500 for the next three years, and now sits at $600 per year. Beginning in the 2014-15 fiscal year, the $600 annual assessment will increase by 2% annually. Due to the rising costs of providing public services, the City finds itself once again in the position that the cost of providing public services is outstripping the tax revenue it receives.

The new General Plan identifies the need to re-examine the CFD fee schedules:

- Policy 10.4-v of the new General Plan states the City will "Undertake a re-examination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan."

- Policy 10.4-w states that "When preparing master plans, (the City will) assess the ability of the Police Department to maintain service levels, and identify strategies to mitigate potential service impacts" by ensuring that "funding mechanisms are updated to provide adequate funding of required facilities, equipment, apparatus, and services."

This "re-examination" occurs through the preparation of a new Fiscal Impact Analysis document. This contract was originally authorized by the City Council in 2013 for the amount of $25,000. In January 2015, the contract was amended to add $10,000 for a total amount of $35,000. The remaining balance on the contract is $13,195. Once prepared, if the City Council decides to establish a new CFD for public services, staff recommends that specialized legal services be secured to advise the City on the formation of the CFD. It is estimated that these additional legal services would cost approximately $15,000.

Currently, CFD #2 generates approximately $450,000 of additional revenue to pay for services otherwise funded through the General Fund. Although the existing CFD#2 does allow for administration costs to be paid from the revenues received, no funds are set aside to review the adequacy of the fee schedule. In order to complete this study, funds would have to be allocated from the General Fund Reserve. Staff is requesting that the funds be re-appropriated to allow the study to be completed.

3. BASIS FOR RECOMMENDATION:

A. The new General Plan, adopted in September 2012, calls for the City to update the fee schedules in CFD #2:

- Policy 10.4-v of the new General Plan states the City will "Undertake a reexamination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan."

- Policy 10.4-w states that "When preparing master plans, (the City will) assess the ability of the Police Department to maintain service levels, and identify strategies to mitigate potential service impacts" by ensuring that "funding mechanisms are updated to provide adequate funding of required facilities, equipment, apparatus, and services."

B. Policy Goal and Implementation Plan Initiative:

Policy Goal #3: Public Safety

General Principles:

5. Staffing levels in the Police and Fire Departments are critical to effectively accomplish the Public Safety Mission.

Action Item:

1. Maintain and/or enhance staffing levels: The Police and Fire Department depend on maintaining staffing levels to allow for effective and timely service delivery. The improving economy will allow increases in staffing levels.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: When completed, the study will determine whether or not the existing CFD #2 is adequate to pay for the additional General Fund expenses for police, fire and park maintenance service that are not paid for by the revenues generated by new development. If the study shows that the City needs to increase the amount of the mitigation fee, additional work will be required to put the Community Facilities District #3 in place. The estimated cost of those legal professional services are estimated at $15,000. The only source of funding available to pay for this work is the General Fund Reserve. Staff time will also be required to support the development of this report.

Budget Amendment: Staff is requesting a budget amendment to complete the initial study of $13,194.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

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

7. ALTERNATIVES:

A. **Do not approve the budget amendment:** Staff does not recommend this option as the City has an existing contract with EPS to perform this work.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN AMENDMENT TO THE FISCAL YEAR 2015-16 BUDGET TO APPROPRIATE $13,195 TO ACCOUNT 110-10-112.43060 _008 "CONTRACT SERVICES PUBLIC SERVICE MITIGATION FEE CFD #2" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE TO RE-EXAMINE THE EXISTING PUBLIC SERVICE MITIGATION FEE (COMMUNITY FACILITIES DISTRICT #2)	**RESOLUTION NO. 2015-**

WHEREAS, on September 14, 2004, the City Council of the City of Turlock directed the formation of a Mello-Roos Community Facilities District for the purpose of levying a Public Services Mitigation Tax on new residential land yet to be annexed and those existing residential parcels without vested rights; and

WHEREAS, Implementing Policy 10.4-v of the Turlock General Plan calls for the re-examination of both capital facilities and community facilities district fees to reflect changes in Public Safety facility needs; and

WHEREAS, on July 24, 2013, the City Council determined that it is necessary to contract with Economic Planning Systems to prepare a Fiscal Impact Analysis to establish the need for a new Community Facilities District and directed staff to prepare a budget amendment in the amount of $25,000; and

WHEREAS, on September 24, 2013, the City Council amended the budget to appropriate $25,000 to prepare the Fiscal Impact Analysis of CFD #2 and approved a contract with Economic Planning Systems to prepare the Analysis; and

WHEREAS, on January 13, 2015, the annual retainer agreement with Economic Planning Systems was amended to add $10,000 to the contract and budget to prepare the Fiscal Impact Analysis of CFD #2 to bring the total contract to $35,000; and

WHEREAS, $13,195 remains in the approved contract with Economic Planning Systems.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $13,195 to account number 110-10-112.43060_008 Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to re-examine the existing Public Service Mitigation Fee (Community Facilities District #2).

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5I

Council Synopsis

December 8, 2015

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

Prepared and Presented by: Katie Quintero, Senior Planner & Debra A. Whitmore, Deputy Director of Development Services/Planning

Agendized by: Michael I Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the proposed cost sharing proposal for the preparation of the update to the Northwest Triangle Specific Plan and directing staff to begin the master plan update process

2. DISCUSSION OF ISSUE:

Adopted in 1995, the Northwest Triangle Specific Plan guides the development of the regional commercial area now known as Monte Vista Crossings. The Northwest Triangle Specific Plan covers an area of about 800 acres in the triangle created roughly by Golden State Boulevard on the east, Tegner Road on the west, Taylor Road on the north, and Fulkerth Road on the south, with portions of the Specific Plan boundary extending east of Golden State Boulevard. This Specific Plan served as a model for future residential-focused master plans that have now become a linchpin of the new General Plan. These plans allow development to proceed with streamlined environmental review through the preparation of an area-wide environmental document and provide for the extension of services and infrastructure through area-wide financing mechanisms.

Of the original 800 acres included in the master plan, approximately 110 acres remain to be developed. This includes approximately 46 acres west of the freeway, adjacent to the Turlock Auto Mall, currently zoned Agriculture but designated for future Highway Commercial uses in the new General Plan; a 3-acre parcel originally zoned Park but designated for future Community Commercial uses at Tuolumne and Countryside; and a 22-acre parcel on the north side of Monte Vista, west of the freeway, that was originally envisioned as Highway Commercial but was not annexed to the City at the request of the property owner.

During public hearings on the adoption of the new General Plan, the owners of these properties approached staff with a request to re-designate and rezone their parcels through the General Plan Update process. At that time the rezoning of the parcels could not occur until the Specific Plan, its Environmental Impact Report, and financing plan were updated to reflect the increased impacts of these new designations.

On December 6, 2012, a meeting was held with the property owners to discuss the funding of the Specific Plan Update. The property owners agreed, in concept, to contributing approximately 50% of the total costs if the City would be willing to finance the remaining amount. At that time, staff estimated the cost could fall in the range of $160,000 to $260,000, including the cost of updating the Specific Plan, the infrastructure financing plan (or fee nexus study), and the Environmental Impact Report. The estimate did not include costs associated with annexing the 22-acre parcel north of Monte Vista, currently outside the City as that cost would be fully borne by the owner of the parcel. The costs would have been reimbursed to both the property owners and the City through the payment of development impact fees as development occurred in the Specific Plan area.

Staff proposed a cost sharing approach for the Specific Plan Update because updating this plan is required to implement the General Plan. In January of 2013 staff brought the item forward to Council and the Council approved the cost sharing plan in concept. Staff did not move forward with issuing a Request for Proposals (RFP) at that time because work was being done on other plans and programs that impacted the potential scope of services for the Northwest Triangle Specific Plan Update.

Since 2013 the Northwest Triangle Specific Plan Fee Program and the Capital Facility Fee Program have been updated eliminating the need to do so as part of the Master Plan Update. The new General Plan Environmental Impact Report was adopted and the traffic budget for the Northwest Triangle Specific Plan was amended addressing any potential environmental impacts that would require the preparation of an updated Environmental Impact Report for the Northwest Triangle Specific Plan Update.

The updates to all of these plans and programs since 2013 has reduced the requirements for updating the Northwest Triangle Specific Plan because much of the work was done through these other processes. Now the update to the Northwest Triangle Specific Plan can be processed by staff without hiring a consultant.

The fee for the Specific Plan update is $11,600.00 and this will pay for a majority of the staff time spent working on the update as well as the hard costs such as mailing notices and printing updated Master Plan Documents. The fee for filing the Notice of Determination with the Stanislaus County Clerk's Office and the

Fish and Wildlife fee is estimated to be $2,567.00. These costs would be split between the four property owners in the area on a per acre rate.

To share the cost of the update with the applicant as previously proposed, staff proposes that the City not collect the $3,950.00 Planning Division fee for the preparation of the environmental document, the Mitigated Negative Declaration from the applicant. For a private application the cost of the staff time to prepare this document would be paid for by the $3,950.00 fee but in this case the cost of the staff time will be paid for with the General Fund contribution already budgeted for the Planning Division.

Staff has met with all of the property owners and they have all agreed, in concept to split the $14,167.00 application fee on a per acre rate. If the Council approves this cost sharing approach staff will begin collecting the application fee and letters of authorization from the property owners and then start the Specific Plan update.

CONCLUSION
Policy 3.1-o of the General Plan gives high priority to updating the Northwest Triangle Specific Plan and the update to the Specific Plan will create additional developable area that has all necessary infrastructure available. Therefore, staff is recommending that the City Council approve the cost sharing plan and direct staff to begin the update of this Specific Plan.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #6: Intelligent, Planned, Managed Growth

General Principles:

1. A well-planned community requires detailed short and long-range planning that implements its General Plan to support growth and development by responding to the community's needs, protecting property values, promoting economic development, and conserving environmental resources.

4. To achieve high quality development, supportive regulations and strategies should be designed that make it easier for developers and property owners to understand and meet the City's vision and goals as articulated in the General Plan.

Action Item:

2. Prepare and update the Northwest Triangle Specific Plan (NWTSP): Designate additional land for commercial development.

Implementation Measures:

- Convene property owners to identify funding strategy to pay for the specific plan update (no later than December 2015).
- Present funding strategy to the City Council for approval and initial specific plan update (no later than March 2016)
- Prepare the specific plan update and environmental documentation (no later than September 2016).
- Complete the specific plan process and present to the Planning Commission and the City Council (no later than March 2017).

Timeline identified in the Policy Goal and Implementation Plan: Present funding strategy to City Council no later than March 2016.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: A portion of the staff time and all of the hard costs associated with updating the Specific Plan will be paid by the property owners. The City will absorb the cost of the staff time spent on preparing the environmental document for the project though General Fund money already included in the Planning Budget.

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

This action is not defined as a project by the California Environmental Quality Act. An environmental determination would be required prior to approval of a new master plan or any zoning changes.

7. ALTERNATIVES:

The City Council could choose to not approve this cost sharing approach. The following options are available. Staff does not recommend any of these options due to the fact that the property owners have agreed to pay for the majority of the hard costs and this action is required to implement the General Plan.

Option 1: Require that the property owners pay the $3,950.00 Planning Division fee for processing the environmental document instead of the City sharing in the cost of the Specific Plan Update.

Option 2: Do not approve moving forward with the update to the Northwest Triangle Specific Plan at this time.

5J

Council Synopsis

December 8, 2015

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

Prepared by: Katie Quintero, Senior Planner

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement in the amount of $69,410 (Fund 305) with TJKM Transportation Consultants for the development of a Downtown Parking Plan

Resolution: Appropriating $76,351 to account number 305-40-442.43055_006 "Consultant-Downtown Parking Plan" to be funded from unappropriated reserves in Fund 305, Division 442 "CFF - Admin Projects"

2. DISCUSSION OF ISSUE:

On September 22, 2015 the City Council directed staff to issue a Request for Proposals (RFP) for the preparation of a Downtown Parking Study. On September 26, 2015, City staff sent notifications to consultants and advertised the Downtown Parking Plan RFP. Three proposals were received by the October 30, 2015 deadline. The proposals were reviewed and scored by six members of the Downtown Parking Plan Advisory Group, which included City staff and a representative from the Chamber of Commerce and the Planning Commission. Each member independently reviewed and scored each proposal using the same scoring criteria.

Proposal Summary:

Company Name	**Proposal Amount**	**Total Score (540 points possible)**
Dixon Resources Unlimited	$83,175.00	391
Stantec	$78,290.00	465
TJKM Transportation Consultants	$69,410.00	519

TJKM was the first choice of all six of the Advisory Group members. TJKM presented the most complete and comprehensive proposal. The TJKM proposal clearly demonstrated the best understanding of the project requirements as well as a breadth and depth of knowledge and experience in conducting and preparing similar plans. TJKM's proposal showed the best understanding of the needs of

Downtown Turlock and presented an approach and potential solutions most responsive to those needs. As part of the TJKM proposal the consultant will come back three years after the plan is completed to evaluate if parking conditions and future needs have changed, and make any revisions needed to the plan at no cost to the City. The proposal submitted by TJKM is Exhibit B to the attached contract.

Stantec was five out of six of the members second choice. Stantec provided a diverse team with a good breadth of experience but their approach to the project was not as comprehensive and creative as the TJKM approach. Dixon Resources Unlimited was five out of six of the members third choice. This proposal was the least responsive to the specific needs of Turlock and the firm did not demonstrate the same breadth and depth of experience as the other two firms. The scope of work submitted by Stantec and Dixon Resources are attachments #2 and #3 to this staff report.

Staff is recommending awarding an agreement to TJKM Transportation Consultants, in an amount not to exceed $69,410.00 for the preparation of the Downtown Parking Plan.

3. BASIS FOR RECOMMENDATION:

A) The City Council is required to approve all agreements made between the City and third-party consultants.

B) The proposal from TJKM reflected a clear understanding of the project requirements and demonstrated a history of successfully completing similar scopes of work with other agencies and was unanimously chosen by the Downtown Parking Plan Advisory Group as the best proposal.

C) The results of this project will include deliverables that can be used by staff for planning and improvement purposes for the Downtown area.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 6: Intelligent, Planned, Managed Growth

General Principles:

1. A well-planned community required detailed short and long-range planning that implements its General Plan to support growth and development be responding to the community's needs, protecting property values, promoting economic development, and conserving environmental resources.

Action Item:

11. Prepare a Downtown Parking Plan to identify the strategies, infrastructure improvements and funding needed to increase the supply of parking in the downtown, including but not limited to, the construction of a surface parking lot at 129 South Broadway and a parking garage.

    Timeline identified in the Policy Goal and Implementation Plan: Select Consultant no later than December 2015.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Consultant Cost	Staff Cost
$76,351.00	$69,410.00	$6,941.00

This project was not included in the 2015-16 budget as it was not anticipated at the time the budget was prepared. This project is included as an approved project for CFF funding. At this time, Staff is requesting the appropriation of $76,351 to account number 305-40-442.43055_006 "Consultant-Downtown Parking Plan" to be funded from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects".

The $6,941.00 for staff costs will be used to pay for the Engineering Division staff's time spent on this project. The Planning and Parks and Recreation Divisions' staff time will be paid for with the General Fund monies already budgeted for each division within their salary and benefit accounts.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

This action is not defined as a project by the California Environmental Quality Act.

7. ALTERNATIVES:

A. The Council could choose to award the contract to one of the other consultants. Staff does not recommend this alternative because after thorough review of the proposals received by the advisory group, the group unanimously selected TJKM.

B. Reject all proposals submitted for this project. Staff does not recommend this alternative because the development of a Downtown Parking Plan is an action item in the Mayor and Council Policy Goals and Implementation Plan.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TJKM
For
Downtown Parking Plan

THIS AGREEMENT is made this 8th day of December, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TJKM Transportation Consultant**, a transportation consultant, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

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

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

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

1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession, the requirements as listed in the Request for Proposal attached hereto as Exhibit A and the consultant proposal attached hereto as Exhibit B. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit C as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and B and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed 69,410 and 00/100^{ths} Dollars ($69,410.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective December 9, 2015 and end December 31, 2016, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

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

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

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

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination

date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of 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.

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT

without the prior written consent of CITY.

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

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

for CONSULTANT: **TJKM Transportation Consultants**
ATTN: NAYAN AMIN, PRESIDENT
4305 HACIENDA DRIVE, SUITE 550
PLEASANTON, CA 94588
PHONE: (925) 463-0611
FAX: (925) 463-3690

for CITY: **CITY OF TURLOCK**
ATTN: Debra Whitmore, Deputy Director of Development Services
Planning Division
156 SOUTH BROADWAY, SUITE 120
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 2218
FAX: (209) 668-5107

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Katie Quintero
Development Services
156 S. Broadway, Suite 120
Turlock, California 95380-5456
Telephone: (209) 668-5640
E-mail: kquintero@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: _____
Gary Soiseth, Mayor

or

_____
Michael I Cooke, Interim City Manager

TJKM, a transportation consultant

By: _____

Title: _____

Print name: _____

Date: _____ Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

Development Services Department
Request for Proposal

Downtown Parking Plan
BID # 15-332

Submit Proposal to:

City of Turlock
Development Services Department
Attention: Katie Quintero, Senior Planner
156 South Broadway, Suite 120
Turlock, CA 95380

Request for Proposals Due Date

October 30, 2015
5:00 PM PST

Questions with regard to submissions, process or proposals can be directed to:
Katie Quintero, Senior Planner, Development Services Department
156 South Broadway, Suite 120
Turlock, CA 95380
(209) 668-5599 Ext. 2215
kquintero@turlock.ca.us

City of Turlock
Development Services Department

September 22, 2015

Subject: **Request for Proposal (RFP)** The purpose of this Request for Proposal is to obtain consulting services to prepare a parking analysis for the Downtown Turlock area. The plan shall include current and future parking demands and provide near-term and long-term options for parking supply solutions in order to help continue the successful growth of the Downtown.

Interested Parties

All interested parties are required to submit proposals in accordance with the conditions and dates outlined in the Request for Proposal (RFP).

BACKGROUND

The Downtown area is a roughly 160 acre area with a core commercial area of approximately 90 acres with residential, civic and heavy commercial uses at the periphery.

In 1992, the City Council adopted the Turlock Downtown Master Plan which identified improvements to be implemented in the Downtown Core area. In 2003, Downtown Design Guidelines and Standards were adopted to further the City's Vision for the Downtown by establishing land use and physical design details to guide future investment in the Downtown. As a result of the installation of these public improvements and increased private investment, the core of Turlock's downtown has become an attractive pedestrian-oriented retail and dining area.

Once resources are available the City plans to update the 2003 Downtown Design Guidelines and Standards to respond to current economic needs and trends. This update will evaluate potential locations for an intermodal hub, design standards and maximum densities with the possibility of allowing building heights up to 60 feet in certain zones.

The Downtown area is currently comprised of five different zoning designations. The Downtown Core and Downtown Core Transition areas have a mix of restaurant and retail uses and are currently the predominant area of parking concern, but the study will include all of the Downtown Districts so a comprehensive and cohesive parking analysis is prepared. The Transitional Commercial area contains office and commercial buildings that cater more to the auto-oriented consumer but have areas that could see future development. The office residential area is a mix of office and residential uses. On-site parking requirements have limited the ability of some of the residential properties in this area from converting to office uses. The Industrial Residential district is a mix of industrial and residential uses. The focus in the Industrial Residential district will be on the Industrial areas that contain offices and industrial uses that have the desire to expand but are limited because of on-site parking requirements and limited open space. The study will look at a comprehensive approach to addressing current and future parking in all of the Downtown areas where parking is a constraint to ensure the continued success and investment in the Downtown.

The adopted General Plan document can be found on our website at:
http://cityofturlock.org/citydepartments/developmentservices/planning/generalplan/

The Downtown Design Guidelines and Zoning Regulations can also be found on our website at:
http://cityofturlock.org/pdflink.asp?pdf=documents/developmentservices/planning/guidelines/DowntownDesignGuidelines.pdf

PROJECT SUMMARY

The City of Turlock is seeking a consultant's services to inventory, assess and make recommendations for current parking needs based on existing uses as well as future parking needs based on projected growth and development in the Downtown area. It is through the preparation of this comprehensive plan that this project will meet its defined objective to ensure parking does not limit the success of current businesses and does not become a constraint on the continued growth and success of the Downtown.

The plan area boundary will coincide with the boundary of the Downtown Overlay District. A map of this area is attached.

The consultant will survey the existing parking conditions and determine the current parking demand. The peak demand for weekday and weekend parking shall be determined. Possible improvements to the current parking supply shall be recommended.

Public input will be gathered through public workshops and through a consultant maintained website. The consultant will work with an advisory group throughout the project made up of stakeholders and staff as well as hold focus group meetings or send out surveys to property and business owners in the area.

The consultant will use the General Plan growth projections with a 2032 planning horizon, to make assumptions about future growth and development in the Downtown area and will determine how the parking demand will change as this growth occurs. The Plan will contain recommendations on the parking improvements that should be made over time as projected development occurs as well, as generalized locations where these improvements could be made including options for financing these improvements.

The study will look at the feasibility of the development and continued operation and maintenance of a parking garage as well as the timing of when such an improvement would be needed based on the projected growth in the Downtown area. The approximate size and location of the parking structure or structures should also be included. A cost estimate for the construction and yearly operation of a parking structure as well as options for financing the construction, staffing, operation and maintenance of the facility shall be included.

SCOPE OF WORK

The successful Consultant will lead the City through the development of a detailed and cohesive parking study for Downtown Turlock consistent with established local, state, and federal laws and guidelines. Under this agreement the selected Consultant shall provide all necessary labor, materials, and equipment to provide, but not be limited to, pertinent studies, designs, calculations, specifications, and drawings to complete this project. Under this agreement, the selected Consultant will provide, but not be limited, to the following scope of services:

- The consultant will conduct advisory group meetings to get the input of staff and community members as well as survey current business and property owners in the area to understand any concerns they may have with current parking conditions.
- Three public meetings will be held to gather public comments and to ensure the public has a clear understanding of the Plan. The Consultant will be responsible to provide all materials necessary for the meetings.
- The consultant will make a minimum of one presentation to the Planning Commission and a minimum of two presentations to the City Council. The consultant will be responsible to provide all materials necessary for the presentations.
- The consultant shall create and maintain a project website. Regular project updates will be posted to the website throughout the duration of the project. The content of the website should include a summary of the project, a description of the steps taken thus far, a list of key dates, copies of documents cleared for public access available for download, Consultant contact information and any other materials or resources beneficial to the public.
- The consultant shall create and maintain a Facebook page for the project. Regular status updates will be posted throughout the duration of the project.

DELIVERABLES

- Written monthly project status updates, delivered either in-person, via mail, or via e-mail
- Invoices shall detail budget expenditure by task, the person who has completed the work and the percent complete by task.
- One electronic and 30 printed and bound copies of the draft parking plan in color, complete with all relevant attachments and exhibits.
- One electronic and 10 printed and bound copies of the final parking plan, in full color, complete with all relevant attachments and exhibits.

ASSUMPTIONS

With City Council approval, the successful Consultant shall be awarded a professional services agreement for the creation of a Downtown Parking Plan. The work is outlined within the project scope of work and shall be provided to the City in the form of five hard copies as well as an electronic copy in the form of .dwg for all drawings and .doc for all specifications, reports, and all documents including but not limited to: plans, analysis and specifications and any necessary technical data.

A City of Turlock Development Services staff member shall be the main point of contact to facilitate both the project analysis and design. In addition, the Consultant shall interact with other City of Turlock staff designated representatives throughout the process.

The Consultant shall perform the general and specific tasks as described in the Scope of Work section of this Request for Proposal (RFP). The City's Screening and Selection Committee shall evaluate proposals primarily on the basis of demonstrated professional

expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, ability to design within established budgets, overall professional qualifications, and fair and reasonable pricing.

INFORMATION REQUESTED

The City of Turlock Development Services is seeking a qualified consultant that demonstrates extensive knowledge and experience in dealing with municipalities in general, if possible. Each proposal must include, but not be limited to, the following information:

1. Background – Please provide background and history of the company, consultant and consulting staff's experience which specifically addresses the knowledge/ experience base desired for this project. Use of a resume attachment is acceptable.

2. Understanding the Scope of Work/Project – Provide a narrative of the consultant's understanding of the Scope of Work/Project to complete project.

3. Similar projects – Please provide a list of examples as well as describe work on similar types of projects. Direct design experience in parking analysis and the preparation of parking plans will be weighted the highest in the evaluation. Include contact names, addresses and phone numbers.

4. Schedule – Please provide a timeline/schedule of the project.

5. Fees – Provide a fee schedule with a fixed fee for the work contemplated on the project. Fees must also include all reimburseable expenses and an hourly rate for all additional work.

6. References – Please provide two or more references that can provide information on the quality of your services performing similar projects during the past two years.

PROPOSAL CONTENT

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFP. The proposal shall be limited to 30 pages and must include a minimum of two recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an appendix at the back of the proposal.

Should the Consultant have concerns about meeting any requirements of this RFP, the Consultant shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

Though the Consultant may submit a proposal organized according to his/her preference, it must be clear and concise. The Proposal must contain information covering the following topics:

Scope of Work

Provide an outline expressing the Consultant's understanding of the Project and summarizing the basic approach to creating the parking plan as outline in the scope of work.

Methodology

Descriptions which enable the City to assess the Consultant's capability to perform this project in a structured and efficient fashion.

Personnel

List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a statement of qualifications and experience of each person. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the hours expected to be committed to the project and a project organizational chart of key personnel. Submit concise resumes of key individual(s) that would be assigned to the Project and other staff personnel available to support the Project. Indicate the role they will play on the Project Team. If they are subcontractors, list two (2) references for each. The contract will provide that any substitution of these key personnel is subject to written approval of the City; and if not approved, the contract may be terminated.

Project Management

Include time-lime showing project milestones and both sequential and concurrent tasks required to complete the Scope of Work presented.

Estimate of Consultant Fee

The proposal shall include a full description of all fees proposed by the Consultant for performing all the services to be provided as outlined in the Scope of Work.

The estimated consultant fee shall be a factor in the City's process of evaluating proposals and ranking the consulting firms unless it is deemed that the services proposed do not cover all the necessary areas described within the overall project.

And/ or, the fees presented are excessive in comparison to other submitting consultants. Selection of a Consultant, if one is selected, shall be on the basis of demonstrated competence and qualifications to render the services at fair prices.

CONTRACTUAL REQUIREMENTS

The City of Turlock sample professional services agreement is attached. Any amendments or exceptions shall be identified in the proposal.

SUBMISSION OF PROPOSAL

1. The consultant's proposal to this RFP consists of your response to the information requested, including estimated costs. Submit documentation and project pricing according to the RFP schedule in order for your proposal to receive consideration.

2. The consultant should provide the information requested within the RFP.

3. Hand deliver or mail to the City of Turlock, Development Service Department at the address listed on the front page of the RFP so that the proposal is received no later than 5 PM PST on October 30, 2015. Any proposals submitted after the due date will be returned unopened after the contract has been awarded.

4. Consultant agrees that offers remain firm for a period of 90 days from the due date for this proposal.

5. Consultants may attach relevant information and documentation not specifically requested.

6. All proposals submitted by the consultant shall be based on your best pricing. Consultants are encouraged to use used best practice standards but are encouraged to think creatively in terms of a range of solutions.

7. All proposals and any other materials submitted in response to this RFP will become the property of the Department, returned only at the Department's option.

8. Your proposal should be submitted with one original marked "MASTER" and five (5) copies.

Pre-Submittal Site Meeting (Optional)

A pre-submittal site meeting is scheduled for Thursday, October 8, 2015; 11:00 AM at the project site located at 156 South Broadway, Suite 150, Turlock, California 95380. Attendance is optional. All interested firms should plan to attend the meeting if able to review the existing project site conditions and further discuss the anticipated project with on-site City of Turlock representatives. A follow up addendum (if applicable) to address all relevant questions shall be distributed to all attendees and RFP requestors through the City of Turlock Development Services Department.

Submittal Date

Proposals are due at this office no later than 5:00 PM, October 30, 2015. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline shown will be rejected and returned.

Proposal Evaluation

In order to be considered, a minimum of one Master and five (5) hard copies of the proposal must be submitted.

Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. The Consultant's proposal should emphasize a clear understanding of the Project and the necessary resources to perform the intended services. Responsiveness to the RFP will be the principal basis for evaluation.

Proposal Selection

It is the City's intention to select a firm that has sufficient expertise to handle the variety of projects listed in the score of work, thereby minimizing the involvement of other firms.

The City of Turlock reserves the right, without qualification, to:

a. Reject all proposals.

b. Exercise discretion and apply its judgment with respect to any proposals submitted.

c. A Screening and Selection Committee ("Committee") composed of City staff will be assembled to review and evaluate the proposals submitted by the prospective Consultants.

d. The Committee will select proposals which qualify based on the following factors:
    i. Experience of the Consultant, staff and/or subcontractors selected to provide Professional services.
    ii. Record of the Consultant in accomplishing the work within the required time, and within an established budget.
    iii. Record of the Consultant being responsive to the client's requests.
    iv. Record of the Consultant to utilize "value engineering" practices within their previous projects in order to provide their clients with a cost effective use of available funds for their project.
    v. Ability to work with City staff.

vi. Experience in public landscaping and signage planning
vii. Qualifications of the project team
viii. Financial responsibility (years in business, number of projects completed, annual volume of work in dollars, etc.)
ix. Present workload and staff availability

e. The Committee may select (short list) a reasonable number of Consultants to be invited to appear to discuss their proposals. Said interviews will take place in a date and time to be determined.

f. The Committee will rank the Consultants and recommend the Consultant to be used for the Project. Fee negotiations will take place with the most qualified Consultant based on the proposed Scope of Work.

g. If a contract for Professional services cannot be negotiated within the budgeted amount for the Project, negotiations with the designated Consultant shall be terminated in writing and negotiations shall be started with the next most qualified Consultant.

h. A standard City contract for Professional services will be brought to the City Council for its approval. Department of Development Services staff representatives shall notify the selected Consultant of the final approval of the contract by the City Council.

The Consultant shall submit a Master (unbound) and five (5) copies of the proposal in a sealed box or envelope clearly marked with the consultant's name and the description **"PROPOSAL FOR DOWNTOWN PARKING PLAN FOR THE CITY OF TURLOCK".**

All proposals become the property of the City. Final disposition will be made according to the policies thereof, including the right to reject all proposals.

RFP Schedule

Optional Site Visit Meeting	October 8, 2015
Final Day for Questions	October 22, 2015
Proposal Deadline	October 30, 2015 (5:00 PM)
Contract Approval Date	January, 2016
Final Report to City Council	Summer, 2016

EXHIBIT B

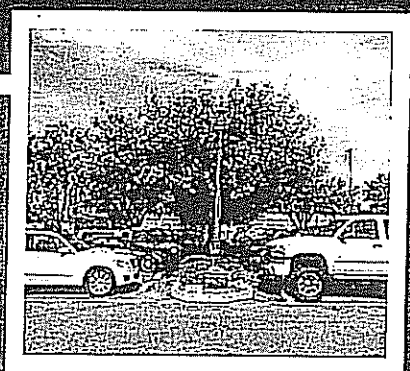
Proposal to Prepare a Downtown Parking Plan
Bid # 15-332

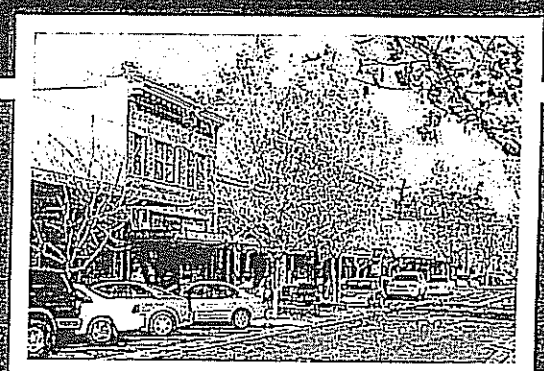
©OCTOBER 30, 2015

CITY OF TURLOCK INC. 1908

MASTER

TJKM





October 30, 2015

Katie Quintero
Senior Planner
City of Turlock, Planning Division
156 South Broadway, Suite 120
Turlock, CA 95380

Subject: **Proposal for Consulting Services – Turlock Downtown Parking Plan (BID # 15-332)**

Dear Ms. Quintero:

TJKM Transportation Consultants appreciates the opportunity to present our team's qualifications to conduct a comprehensive parking study and provide recommendations to effectively manage the current and future parking demand for downtown Turlock. TJKM, established 41 years ago, has completed more than 500 parking projects that evaluated existing parking conditions, developed strategies to meet future demand, explored system expansions and recommended policy revisions for a number of successful downtown areas, including Walnut Creek, Danville, Redwood City, Vacaville, Grass Valley, and Healdsburg. Our recommended strategies and policies have included parking management, transportation demand management (TDM), walking/bicycling access, and wayfinding signage for all users.

The TJKM Team

Our Team-specific qualifications to complete a Paid Parking Analysis include:

- A uniquely qualified Project Manager with proven track record in all areas of public parking;
- History of successfully completing similar parking projects throughout California;
- Availability and commitment to the successful completion of the project; and
- A strong reputation for competence and quality.

Our proposed Project Manager is Amit Kothari, TE. Amit brings over 24 years of experience in managing parking operations, maintenance and policy development while working for the cities of San Francisco, San Jose, Oakland and Inglewood. He has managed parking lots and garages, parking meters, enforcement, citation adjudication, vehicle abatement, residential/business permit parking and TDM programs. He has extensively worked with Chambers of Commerce, downtown associations, Business Improvement Districts, Community Benefit Districts and non-profit entities on transportation and parking matters. Just before joining our team, he served as the Director of Parking for the City & County of San Francisco where he developed on and off-street parking policies and managed a parking program that generated over $90 million in annual gross revenues. His "customer first" approach with sensitivity to the community's needs will be invaluable to Turlock as we work together on this very important project.

Besides the tasks identified in the Request for Proposal, the TJKM Team will explore additional strategies that have been proven effective in many other cities with parking challenges similar to Turlock.

Commitment

TJKM hereby commits our resources and capabilities as a firm to assist the City of Turlock in achieving its parking program goals. You have my personal assurance that all of the firm's necessary resources for the project will be available to the City. This proposal constitutes a firm offer for a period of 90 days from the date of this submittal and we have no conflicts of interest that would limit our ability to provide the requested services in the RFP.

We appreciate the opportunity to submit our proposal, and look forward to hearing from you soon. During the proposal process, please contact our proposed Project Manager, Amit Kothari at 925.264.5024 or via email at akothari@tjkm.com.

Sincerely,

TJKM Transportation Consultants

Nayan Amin, President

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Appendix A Resumes

BACKGROUND

TJKM Overview

TJKM is a traffic engineering, transportation planning and parking firm providing services throughout California. Founded in 1974, TJKM currently has a staff of 25 employees with offices in Pleasanton, San Jose, Santa Rosa, Oakland, Sacramento and Fresno. Our projects range in size from short-term engagements developing meaningful traffic and parking solutions for a wide range of transportation issues to long-term planning for new developments, communities, and transportation systems. For over 40 years, more than 3,500 satisfied Clients have entrusted TJKM with their critical work. We serve a full-range of Clients, including municipalities, congestion management agencies, metropolitan planning organizations, transportation agencies, private developers, other consulting firms and attorneys. TJKM has been involved in more than 8,000 transportation projects throughout California, and averages 240 new projects each year. TJKM's primary service categories include traffic engineering design (including PS&E), transportation planning, traffic operations, corridor studies, intelligent transportation systems (ITS), traffic safety and multimodal studies. Our motivation comes from satisfying Clients' objectives and improving communities. TJKM has a strong roster of both public and private sector Clients and continually builds upon this base.

While we have served both public and private Clients throughout California and into Nevada, our experience is broadest in the San Francisco Bay Area and San Joaquin Central Valley. Our engineers have worked on the public side of the desk for years as municipal engineers, developing superior skills in collaborating with the public and city councils and more importantly, crafting excellent relationships with the right people.

TJKM Transportation Consultants is a disadvantaged and small business enterprise (DBE #40772 & SBE #38780).

Parking Studies Expertise

A key ingredient to a successful development is the availability and convenience of parking. Most developments require adequate parking facilities that will provide sufficient capacity and maximize land use. TJKM has provided parking solutions in over 500 studies. Parking studies generally evaluate increased demands for existing facilities or a new development's potential for parking generation and then recommend solutions for parking requirements.

TJKM has completed parking studies for office buildings, shopping centers, residential developments, hospitals and medical facilities, BART and other transit stations, civic centers, major universities, and other institutional uses.

We have also conducted numerous downtown area parking and circulation analyses. For these often high-profile community projects, TJKM partners with city staff, community/neighborhood groups and other stakeholders to determine the exact issues and develop implementable solutions. TJKM often works with other consultants such as architects, civil engineers, and financial planning firms to evaluate the feasibility and cost of making improvements to existing parking structures, such as electronic guidance systems.

Specific parking-related services we provide include:

- Evaluation of existing and future parking conditions and facilities
- Occupancy and duration studies
- Parking demand studies
- Development of parking strategies
- Parking lot access, design and circulation analysis
- Parking operations, management and policy expertise

Circulation and Parking Studies TJKM has conducted include the following:

- Downtown Vacaville Parking and Circulation Study
- Intermodal Garage, Vacaville
- Alcosta Medical Plaza Development Shared Parking Study, San Ramon
- Downtown Parking Study, Healdsburg
- Downtown Parking Study, Grass Valley.
- Downtown Parking Study, Walnut Creek
- Downtown Parking Study, Novato
- Downtown Parking Study, San Leandro
- Peak Parking Survey in the Downtown Area, Dublin
- Downtown Parking Study, Redwood City
- Traffic Circulation Study for the Downtown Area, Oakdale
- Traffic and Parking Study for the Downtown Area, San Mateo
- Midtown Parking, Access and Circulation Study, Palo Alto
- Lake Merritt Parking Study, Oakland
- Chinatown/North Beach Area Parking Study, San Francisco
- San Francisco State University (SFSU) Parking Study
- Development of Statewide Parking Planning Guidelines for 450 California Superior Court Buildings

BAYMETRICS OVERVIEW

Baymetrics is a traffic data-collection company founded in 1989 and since, they have been providing accurate traffic survey, data collection, and objective analysis to their clients in California. Their business is to support their clients in improving existing traffic conditions and meeting future transportation needs. They have been active in their business with a large client base.

Baymetrics provides the following specialized services to their clients with the most updated technologies and innovative software, as well as by teams of capable and experienced data collectors:

- Traffic data collection including automatic traffic recording, axle classification, turning movement, pedestrian and bicycle traffic counts.
- Traffic surveys including parking lot, origin-destination and vehicle license plate surveys.
- Traffic analysis including classification, speed and delay, gap, queue lane, travel time studies, vehicle occupancy count and speed radar survey.

These specialized services are essential to any transportation and infrastructural projects with which Baymetrics has been providing to their clients on time and on schedule. Below are a few relevant projects.

- SFMTA-DPW On-Call Traffic Counts
- City of Alameda On-Call Traffic Counts
- Santa Clara County Expressway On-Call Traffic Counts
- US 50 HOV Lane Project – Caltrans District 3
- Oakland Alta Bates/Kaiser Project
- CCTA – CMP & MTSO Monitoring Project
- SR 70 Feather River Corridor Project
- CHSRA Corridor Projects – San Francisco to Bakersfield
- I-80, I-580 & I-680 Mainline Traffic Counts & Passenger Occupancy Survey
- US101 & SR85 Traffic Counts for Noise Monitoring

- US 101 Expressway Lanes Project
- I-880 Southbound HOV Lane Project
- I-880/SR237 Connector Project
- City of Benicia & Concord Radar Speed Traffic Survey
- MTC PASS Project – Concord, Danville, Dublin, San Ramon, Foster City, Fremont, Hayward, Los Gatos, Menlo Park, Mountain View, Oakland, E. Palo Alto, Santa Clara, San Mateo, Suisun City, and Walnut Creek

Baymetrics staff has over 26 years of experience in the traffic and transportation professions. Their senior staff members are registered and licensed professional engineers in the State of California

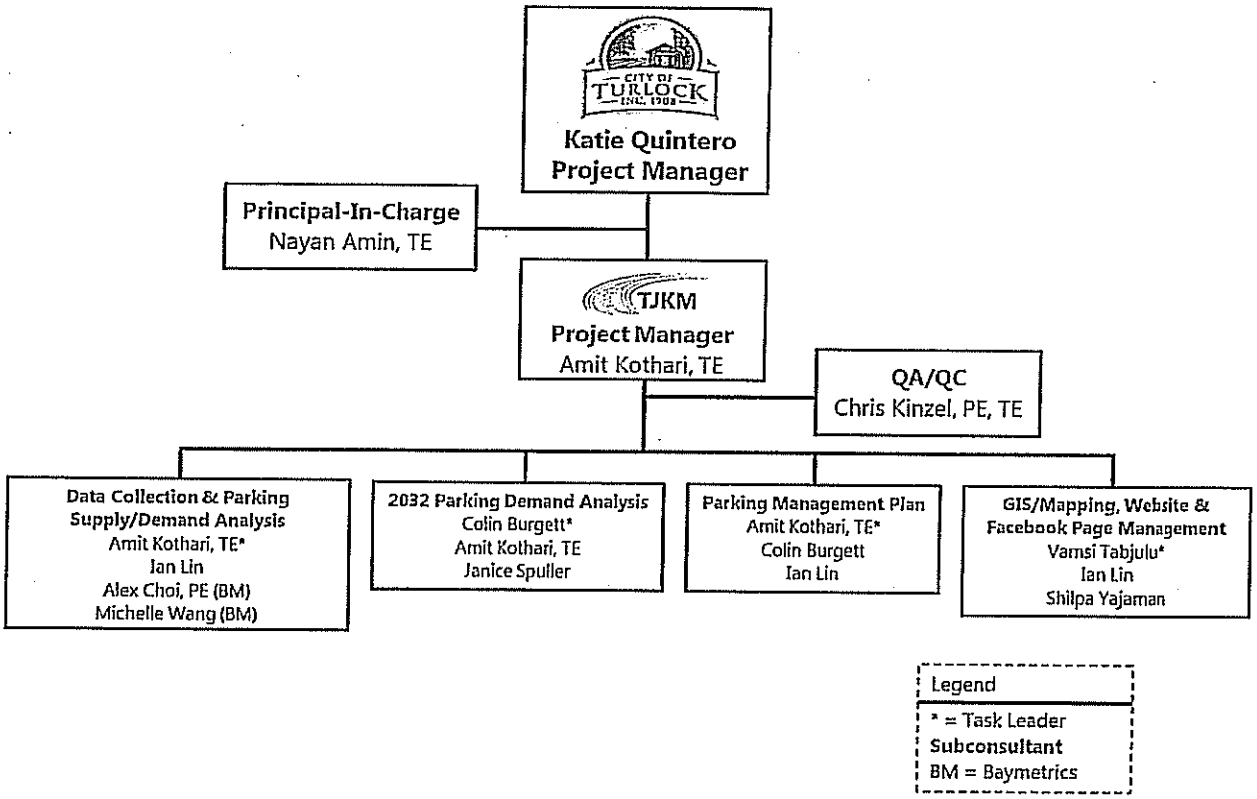
Baymetrics is a minority-and-disadvantage business (DBE # 28904 & SBE # 32497)

TJKM Team

Our Project Organization Chart, shown below, illustrates our proven "chain of command" used on similar contracts. Work will be performed under the direct supervision of our Project Manager, Mr. Amit Kothari, TE. Amit brings over 24 years of experience in managing parking operations, maintenance and policy development while working for the cities of San Francisco, San Jose, Oakland and Inglewood. He has managed parking lots and garages, parking meters, enforcement, citation adjudication, vehicle abatement and residential/business permit parking programs. He brings invaluable experience in assessing future parking needs and exploring financing mechanism including issuance of a Revenue Bond for major capital improvements and facility expansions. Just before joining our team, he served as the Director of Parking for the City & County of San Francisco where he managed 38 facilities generating over $90 million in annual gross revenues. He also managed real estate where tenants included small/local business to Fortune 500 companies like Starbucks, AT&T, Verizon and Wells Fargo. His "customer first" approach with sensitivity to client's needs will be invaluable to the City of Turlock.

Amit will be responsible for overall coordination of the project, maintaining the effectiveness and efficiency of the work, coordinating cost and schedule reporting, and ensuring the City's satisfaction. He will serve as primary contact for the duration of the project, and be responsible for day-to-day coordination and activities of the project and will be available to the City on short notice. We anticipate working closely with the City as an extension of your staff to ensure understanding and satisfaction of project objectives from start to project completion.

The proposed members of the TJKM Team are the most qualified professionals in their respective areas of specialization. Our team has worked together on similar projects that comprehensively examine downtown parking conditions and policies, review existing public parking supply and demand, and provide recommendations for improving overall parking management and customer satisfaction. The depth of the resources and our proposed organization chart will allow our Project Manager to complete the Project on time and within budget without sacrificing the quality of the product. Resumes are included in Appendix A.



TEAM QUALIFICATIONS

Each proposed TJKM Team member is highly qualified to successfully complete all tasks required by the City for this project. All staff members listed in the organizational chart are listed below, with details of their relevant and recent experience and expertise.

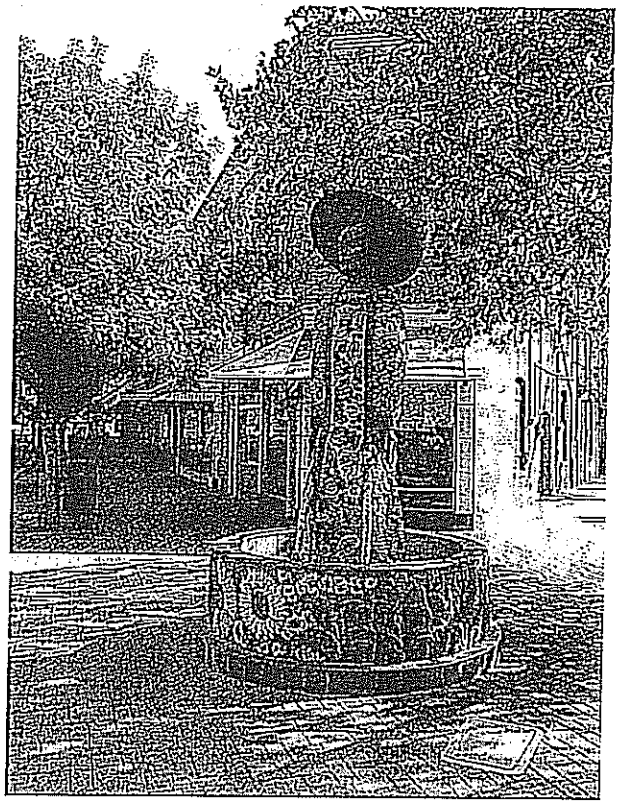
Name, Role, Years of Experience	Registration Number	Specialized Expertise	Qualifications & Experience
TJKM Key Staff			
Nayan Amin, TE Principal-In-Charge 24 Years of Experience	CA TE 2290	▸ Peer Review ▸ Traffic Operations ▸ ITS Planning & Design ▸ Traffic Signal Systems ▸ Traffic Calming	▸ AIM Parking & Traffic Circulation Study, Marin County ▸ Pedestrian and Bike Master Plan, Belmont ▸ California Street/Escuela Avenue Complete Street Feasibility Study, Mountain View ▸ San Benito Street Corridor Study, Hollister
Amit Kothari, TE Project Manager 24 Years of Experience	CA TR1873	▸ Parking Operations & Maintenance ▸ Parking Policies & Fee Studies ▸ Parking Enforcement ▸ Transportation Demand Management	▸ AIM Parking & Traffic Circulation Study, Marin County ▸ Parking Operations for Cities of San Francisco, San Joe, Oakland and Inglewood ▸ ADA Compliance Audit for 38 facilities in San Francisco ▸ Parking Enforcement for City of San Jose
Chris Kinzel, PE, TE QA/QC 53 Years of Experience	CA CE 15347 CA TE 0023	▸ Transportation Engineering & Planning ▸ Project Management ▸ Meeting Facilitation	▸ Grass Valley Downtown Parking Demand/Supply Study ▸ Healdsburg Downtown Parking Study ▸ Downtown Parking Study, Oakland ▸ Parking Study for Vacaville

Name, Role, Years of Experience	Registration Number	Specialized Expertise	Qualifications & Experience
Colin Burgett 2032 Parking Demand Analysis Task Lead 18 Years of Experience	N/A	▸ Integrated Transportation & Land Use Planning ▸ Complete Streets ▸ Travel Demand Forecasting & Traffic Operations Analysis	▸ One Camino Sobrante Parking Analysis, Orinda ▸ Downtown Specific Plan, Soledad ▸ Safe Routes to Downtown Across Foothill Expressway, Los Altos ▸ Ocean Beach Master Plan, San Francisco
Vamsi Tabjulu GIS/Mapping, Website & Facebook Page Management Task Lead 10 Years of Experience	N/A	▸ Graphic Design ▸ Urban Design ▸ Arterial Management ▸ Transportation Planning ▸ Signal Coordination	▸ Bus Stop Improvement Plan, San Benito County ▸ 701 3rd Street Traffic Impact Study, San Francisco ▸ 740 El Camino Real Parking Availability Analysis, Belmont ▸ Program for Arterial System Synchronization (PASS) FY 2013-2014 Projects
Baymetrics Key Staff			
Alex Choi, PE Project Manager 26 Years of Experience	CA C53160	▪ Workstation – Highway design ▪ TMN – Federal Noise Modal to predict existing and future noise level ▪ EmFac2011 and Caline2011 Modals to predict future level of air primary pollutants ▪ Traffic data analyses – Design spreadsheet for traffic data collections	▪ CCTA-CMP & MTSO Monitoring Project, 2012-2013 ▪ CHSRA (CA High Speed Rail Authority) Corridor Project, 2009-2012 ▪ Benicia & Concord Citywide Speed Radar Traffic Survey, 2012-2013 ▪ MTC Program for Arterial System Synchronization (PASS) FY 2011-2014 ▪ CCTA – CMP & MTSO Monitoring Project
Michelle Wang Project Engineer 15 Years of Experience	N/A	▪ Traffic Data Collection and Analysis	▪ MTC Program for Arterial System Synchronization (PASS) FY 2011-2014 ▪ Benicia & Concord Citywide Speed Radar Traffic Survey, 2012-2013 ▪ US HOV Lane Project – Caltrans D3 ▪ Santa Clara County Expressway Traffic Counts ▪ Oakland Alta Bates/Kaiser Project ▪ CCTA – CMP & MTSO Monitoring Project

UNDERSTANDING THE SCOPE OF WORK/PROJECT

BACKGROUND

Turlock is admired for its peaceful setting, quality education and affordable living. The City leadership has successfully managed the tremendous growth over the last several decades and elevated the image of the second largest city in Stanislaus County as the Heart of Central Valley.

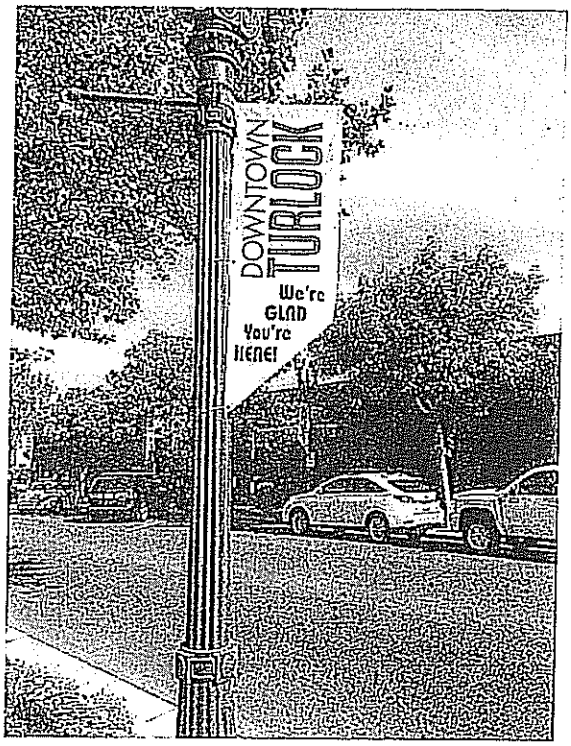


Since 1970s, Turlock's population has grown fivefold – from about 14,000 to currently over 70,000 residents. This enormous growth brought many challenges related to the City's infrastructure, traffic flow, congestion, auto and pedestrian safety and parking. Through strategic planning and growth management strategies, the City has successfully managed such challenges due to unprecedented growth in population and employment. Quite appropriately, the City has been recognized by the American Planning Association's Central Section for its vision and forward thinking by recognizing the 2012 Turlock General Plan and the Downtown Design Guidelines & Zoning Regulations. With the same foresight, Turlock is now embarking upon a major parking study that will position the City for the future growth and continued vibrancy of the downtown.

TJKM recognizes that the City wants to ensure that the parking supply does not become a constraint for the current and future businesses to thrive in downtown Turlock. We also recognize that in September 2015, the City Council adopted the 2015-2019 Policy Goals and Implementation Plan, which outlines numerous goals and specific action items that will position Turlock very well for the future.

Besides unique shopping, fine restaurants and special events that attract thousands of visitors to Turlock, many employees come to the downtown on a daily basis. The parking study will analyze needs of its residents, businesses, visitors and downtown employees, and address current community concerns and identify feasible solutions to meet the growing parking demand. The study will focus on the five distinctive areas contained in the Downtown Overlay Districts, and address broader parking related issues, including the following:

- Existing parking supply, demand and current utilization
- Current parking policies and alternatives to maximize utilization of existing spaces
- Future growth and parking demand projections
- Financing options for new facilities and Public/Private partnerships
- Innovative parking solutions
- Phased-in parking program expansion scenarios (time-based or growth-based triggers)



The TJKM Team brings exceptional experience in the development and implementation of the Parking Management Plans for numerous cities throughout California. We are quite excited about utilizing our decades of experience in evaluating parking needs of small, medium and large cities, and developing highly effective and feasible solutions for Turlock. Understanding the importance of this project for both Turlock and TJKM, we propose Amit Kothari as the Project Manager. Amit brings over 24 years of experience in managing on-street and off-street parking operations for four cities – Inglewood, San Francisco, San Jose and Oakland. He will be joined by TJKM's internal team and a subconsultant to accomplish various tasks identified in the RFP. Detailed discussion on our approach and schedule are provided in the following sections.

TJKM is uniquely qualified with team members who have managed parking and transportation programs while being employed for California cities such as San Francisco, San Jose, Oakland, Hayward, Milpitas, Brentwood, Inglewood and Menlo Park. We are confident that our policy development and operational experience working in local governments will be invaluable to Turlock. In addition, TJKM is pleased to bring Baymetrics as our data collection partner. Baymetrics is a well-respected data collection firm with major government clients in northern California. Their extensive experience in collecting accurate counts using trained personnel, machines/counters and high-tech cameras allows them to offer the most appropriate tools for a specific surrounding and for a particular budget. The TJKM-Baymetrics Team will exceed your expectations.

To maintain its attractiveness and continue economic vibrancy, Turlock takes extra efforts that result in safe and convenient multimodal transportation and parking operations. We fully recognize Turlock's General Plan policies and other guiding principles, mentioned in different sections of this proposal. Our efforts and solutions will embrace Turlock's General Plan goals and priorities in the areas of transportation, parking, economic development, business retention and neighborhood livability.

> *"Prepare a Downtown Parking Plan to identify the strategies, infrastructure improvements and funding needed to increase the supply of parking in the downtown..."* - Mayor & City Council Policy Goals and Implementation Plan for 2015-2019.

Project Understanding and Approach

Through the RFP and the pre-proposal meeting on October 8, the City has provided insight into the City's interest in developing a comprehensive Parking Management Plan that will fully address the current parking needs and outline various strategies and solutions to meet the growing parking needs over the next 15-20 years. Our approach, as detailed below will collectively address all items contained within various sections of the RFP.

Kick-Off Meeting/Project Management

Within five days of the official Notice to Proceed, TJKM will schedule a Kick-Off Meeting with the City Staff and key stakeholders to review the Scope of Services and Schedule; and finalize the work plan. TJKM will share suggestions on meaningful changes to the study boundaries and/or tasks, and finalize details based on the City staff input. TJKM and City Staff will also develop a list of stakeholders, their participation at most appropriate stages of the project and tentative schedule for outreach meetings. TJKM anticipates up to three meetings that will involve residents, businesses, employers, public and various stakeholders including Downtown Property Owner's Association, Turlock Chamber of Commerce, and Convention and Visitor Bureau (in addition to the Advisory Group meetings). Within five days from the meeting, TJKM will prepare meeting minutes capturing key discussion points and follow up action items.

Improve Downtown parking opportunities, as demand grows in the future, using the following strategies –

- *Examine rear of vacant lots and other under-utilized areas for off-street parking;*
- *Consider utilization of the existing parking district mechanism to finance Downtown parking and related street landscaping improvements suggested in the Downtown Master Plan; and*
- *Develop a projection of future parking need in Downtown and identify potential locations.*

Turlock General Plan, Guiding Policy 5.2-ay.

During the entire duration of the project, TJKM's Project Manager will keep the City's designated Project Manager up to speed on project status. Beside regular e-mails and phone communication, we anticipate at least one in-person meeting with the City staff per month. This will assure that the City staff if fully aware of the project status, budget and schedule at all times.

Public Outreach/Stakeholder Collaboration

TJKM values diversity of perspectives and the importance of stakeholder involvement throughout the project duration. Our extensive outreach experience include working cohesively with residents, businesses, Chamber of Commerce, Business Improvement Districts, neighboring cities, non-profit organizations, venues, school districts, senior centers as well as regional, state and federal agencies. Our outreach and consensus building efforts have included one-on-one meetings, group meetings, well-designs charades, hands-on workshops and user feedback through mail, intercept and on-line surveys.

TJKM anticipates the following outreach meetings:

- Kick-off Meeting with City Staff and key stakeholders
- Parking Advisory Group meetings (every 4-6 weeks). The Group may include City staff and representatives from the Planning Commission, Downtown Property Owner's Association and Chamber of Commerce.
- Up to three public input meetings with residents, businesses, employers, employees, City staff and key stakeholders
- Monthly meeting (in-person or via conference call) with Turlock's Project Manager and key staff
- Presentation at the Planning Commission (one meeting) and the Turlock City Council (two meetings)

For all meetings, the TJKM Team will prepare agendas, handouts, presentation material and high-level meeting minutes.

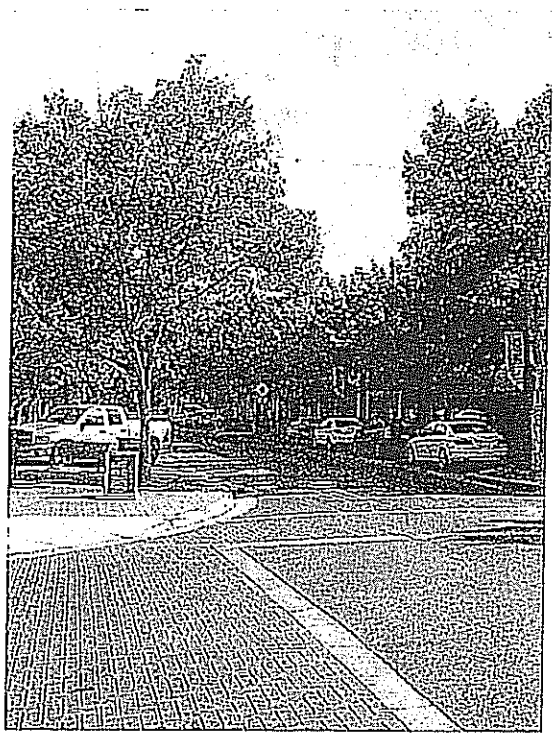
In addition to these meetings, TJKM will encourage community engagement via development and maintenance of a project-specific website and a Facebook page. TJKM has prior experience and in-house expertise with creation and maintenance of outstanding social media presence. As necessary, TJKM will also utilize web-based "user-specific" surveys that will bring meaningful feedback for developing a Parking Management Plan that is built on three pillars - the City's Vision, its growth trajectory and the user needs.

Parking Supply and Demand Analysis

In most cities, an imbalance in parking supply and demand is the root cause of many parking related concerns that eventually impact traffic conditions as well as a visitors' overall experience in the City. Parking demand that far exceeds the supply typically results in high parking fees, illegal parking, intrusion into residential neighborhoods, circling to find free/open spaces, handicap placard misuse and other issues. Although Turlock does not experience such challenges at this time, our extensive knowledge of addressing such issues will prepare Turlock for the future when such negative impacts of scarce parking will surface.

Pre-proposal Field Review

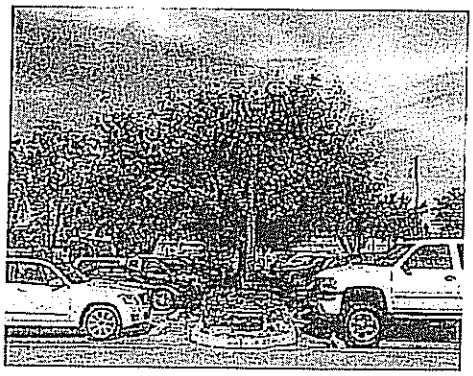
The TJKM Team conducted field observations during the week of October 5, 2015. Our observations confirmed that while the Downtown core and the areas within the Overlay Districts have ample supply of both on-street and off-street parking spaces, the future growth may require strategic parking planning and an action plan that will assure adequate parking for each of the five Districts. While our field observations were high level, limited to downtown core areas and for only a few hours, it provided us with better insight into the parking challenges that Turlock faces and the level of effort that is required to address the current and anticipated challenges.



To fully assess the current parking supply/demand scenario, and to understand the user base, TJKM and its parking data collection partner will complete the following tasks:

- Conduct an inventory of all on-street public parking supply within the study area. Prior to initiating data collection, any information available from the City will be gathered first. This will eliminate the expense of unnecessary data collection. The collected data will be plotted on a map that will display all available public parking spaces in the study area.
- Collect AM and PM parking occupancy counts (twice per day) for all on-street public parking spaces and twelve City-owned parking lots within the entire study area. Actual days and hours of data collection will be determined in consultation with the City staff. The data collection will include two counts on:
  - One weekday (Tuesday, Wednesday or Thursday) – between 8 am to 8 pm
  - One Saturday or Sunday – between 10 am to 10 pm
- Identify areas that are deficient in public parking availability including time/duration of the deficiency.

Our data collection proposal reflects TJKM's decades of experience with similar studies and our intent to use City's scarce budget dollars only as necessary. If the City desires to expand the data collection efforts (such as hourly counts for multiple days), TJKM and Baymetrics will be glad to provide necessary resources to deliver the expanded scope.



The assessment of parking supply and demand scenario will help explore various policy, regulatory and operational alternatives to maximize use of existing on-street and off-street parking spaces, and improve overall customer satisfaction.

Parking Policy Analysis

TJKM recognizes that the City of Turlock does not have an on-street parking meter program. Additionally, the City does not charge for parking at the city-owned parking lots. Effective parking management is achieved though posting of time restrictions for on-street parking spaces and lots, and by implementing enforcement of parking regulations. TJKM recognizes the value of sound parking policies and adequate enforcement for overall effective parking management, and proposes the following tasks:

- Review current parking policies for public parking, including all posted on-street parking restrictions and curb markings in the study area.
- In collaboration with City staff and stakeholders, explore new parking strategies and policies, as necessary, which have been proven effective in other cities with parking challenges similar to ones faced by Turlock. This may include:
  - Special permit parking programs
  - Proper placement of freight/loading zones
  - Revised time-restricted parking
  - Parking pricing (in the future)
- Develop policies that help address the parking needs in two ways – manage current inventory more effectively and reduce overall demand for parking by promoting cleaner alternate modes of transportation.

Our QA/QC Task Lead, Chris Kinzel brings over 50 years of experience in developing sound parking policies for over 20 northern California cities. Additionally, our Project Manager, Mr. Kothari brings decades of experience balancing parking needs of employees, visitors, businesses, residents, special events and major venues. His most recent experience involved managing parking needs of major venues such as the San Francisco Ballet, Opera, Symphony, Civic Auditorium, Moscone Convention Center and numerous high-tech companies and government entities located in downtown San Francisco.

When analyzing any parking related matter, our team utilizes our broad expertise, past experiences, recent innovations, *outside-of-the-box* strategies and practical approaches to develop solutions that work best for a particular city.

Enforcement

In most cities, parking enforcement services are provided by the Police Department. Since the Police Department has many other competing priorities, it is widely accepted that parking enforcement efforts will be provided on a limited basis. Additionally, parking enforcement is not typically supported by local businesses due to the fear of losing customers. The TJKM Team fully understands these dynamics of enforcement and its implications on local

businesses, and therefore strives to develop parking programs that encourage compliance with regulations, requiring only limited enforcement.

In Turlock, the parking enforcement service is provided by the Police Department (citation processing by City of Inglewood). We intend to evaluate the current enforcement practices and develop effective solutions that will improve overall management of the parking program.

Our Project Manager, Amit Kothari, managed parking enforcement services for the City of San Jose. His team of over 45 Parking Control Officers and Vehicle Abatement Officers assured that the vehicles were parked in compliance with the City's parking regulations and thereby no negative impact was created on the residents, businesses and visitors to the City. Additionally, he managed citation adjudication and hearing officer services for the City. Mr. Kothari's experience in parking enforcement will be very valuable as Turlock develops a Parking Management Plan for implementation over the next 15-20 years.

TJKM efforts towards evaluating the existing parking enforcement program and recommending any changes will include:

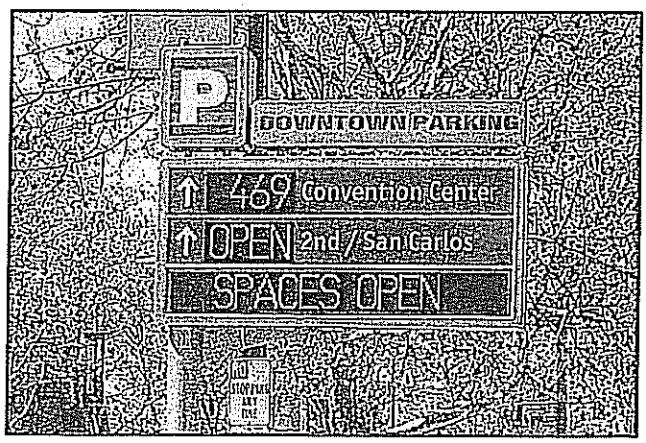
- Review parking enforcement data in terms of actual hours of enforcement, citation issued, citations contested, citations upheld, etc.
- Meet with the enforcement staff and understand their current challenges and any barriers to improving enforcement.
- Develop solutions to enhance enforcement services and thereby enhance overall parking management.
- Explore strategies to encourage compliance of parking regulations, minimizing need for enforcement.

To improve enforcement programs, Mr. Kothari has previously deployed state-of-the-art technology, explored new enforcement vehicles, established effective zones and officer routing plans, improved signage and pavement marking and developed educational material that encouraged compliance with parking regulations.

Wayfinding Signs

Turlock attracts thousands of visitors to numerous events annually, including the Farmer's Market, Christmas Parade and the Patriotic Parade in July. For a visitor, clean, convenient and affordable parking is often the most important aspect of their entire visit. TJKM has worked with numerous cities and improved parking experience for thousands of employees and visitors. To improve overall experience for visitors to Turlock, TJKM will undertake the following tasks:

- Inventory existing wayfinding signs within the study area
- Identify missing signs for improved directions to major destinations and parking
- Recommend additional signs that match the existing branding program that promotes Turlock



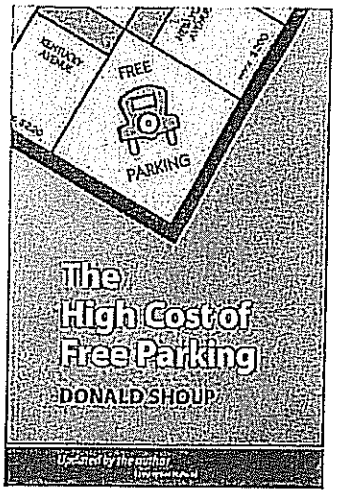
Developing attractive signage and installing on sidewalks may seem like an easy task, but many times, poor selection of letter size, fonts, colors, graphics and logos; and improper placement of signs result in wasted capital dollars with limited benefit to drivers and pedestrians searching for their destinations. Inadequate or poorly designed signs often cause driver confusion, unnecessary circling and unsafe maneuvers (such as midblock U

turns) that create traffic and pedestrian safety concerns. Our goal is not only to develop highly effective signs but also to recommend placement in a manner that improves the traffic circulation and safety.

Our proposed team includes TJKM staff members who have a combined experience of over 65 years in the development and placement of wayfinding signs at most appropriate locations along City streets and freeways. Our wayfinding sign recommendations will provide very valuable information for the City to expand the existing sign program in the near-term and plan for the development of specifications and installation of robust wayfinding signs in the future as parking demand grows.

Future Parking Demand Analysis

TJKM has broad experience working with cities, counties, regional planning agencies and developers engaged in future parking needs assessments and developing scalable plans to meet future parking demand. With our extensive in-house growth projections and demand modelling expertise, we will develop realistic parking demand anticipated for the Turlock's Downtown Overlay Districts over the next 15-20 years.



TJKM will identify Turlock's parking demand for the five, ten and fifteen year horizons (year 2032), and identify various strategies and solutions that will assure that parking demand is fully met for the projected growth. Instead of time-based scenarios, recommendations will be developed based on actual growth and increasing + anticipated parking occupancy triggers. Such triggers would include multi-step actions that will prepare Turlock for anticipated parking demand without making excessive investments that may not provide returns due to sudden change in the economic cycle.

Our recommendations will include broader solutions for progressive consideration over the next 15 to 20 years. This may include:

- Introduction of pricing for on-street parking and off-street lots
- Demand-based pricing structure
- Special permits for specific user groups
- Special event parking management
- Valet parking options
- Parking requirements for new developments
- In-Lieu Parking Fees
- Effective enforcement policies
- Parking innovations (e.g. real-time space information, smart meters, pay-by-cell, pre-trip web payments, etc.)
- Car-sharing
- Parking Benefit Districts
- TDM strategies that reduce parking demand
- Public-private partnerships

As demand grows in the future, a key question to ask would be: **When is *"paid parking"* appropriate for Turlock?**

With continued economic strength and surge in downtown developments, most cities are faced with increased parking demand in the downtown core and growing pains of managing the demand with limited supply. TJKM has managed similar situations in multiple cities. It is expected that any discussion on parking pricing will receive resistance primarily from local merchants. TJKM is well prepared to work with merchants, business associations and non-profits, and make them aware of true cost of free parking, as well as benefits of introducing appropriate pricing mechanism in coming years. We recognize that Turlock may not need to initiate parking fees any time in the near future. Although, through this project, we intend to prepare the stakeholders to grasp the widely accepted concepts introduced by Donald Shoup in his book *"The High Cost of Free Parking"*, as well as examples from other cities that have successfully introduced parking pricing and utilized the parking revenues for the betterment of the community.

The TJKM Team brings exceptional experience in this area, including successful development and implementation of the widely acclaimed SFpark program in San Francisco. Additionally, we will bring to Turlock experiences from other innovative parking programs including Berkeley (goBerkeley), Los Angeles (LA Express Park) and Seattle (SeaPark).

SFpark
CIRCLE LESS, LIVE MORE

Financing and Public-Private Partnerships

Developing new public parking facilities are very expensive. Depending upon the location of the proposed facility, land values, type of design, environmental challenges and other relevant factors, the cost of building a new parking facility could range between $20,000 to $60,000 per space. TJKM will explore various options to increase the parking supply including the following:

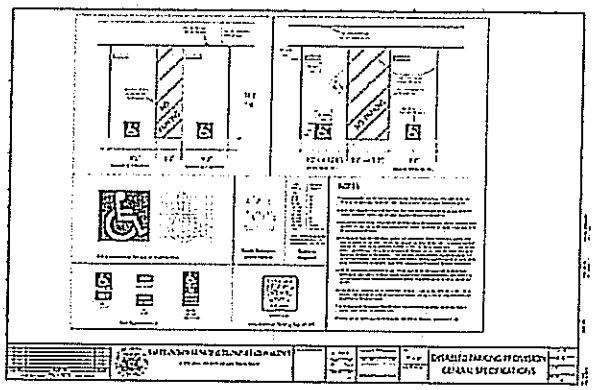
- Review of potential sites for public parking lots and garages within the study area and identification of pros and cons of developing a new parking facility.
- Identify financing mechanisms, including anticipated design and construction costs, debt services payments and operational costs.
- Identify ***Shared Parking*** alternatives though public-private partnerships. This will open up underutilized privately owned parking spaces for public use for payment of a fee or other considerations.
- Explore ***Parking In-Lieu Fee Program*** where developers pay a set fee in lieu of building some or all of the code-required parking spaces. Cities across the nation have used this mechanism to fund parking infrastructure projects other than building new garages that encourages more vehicles in their downtowns negatively impacting congestion and safety.
- Create a ***Parking Benefit District*** and explore addition of parking meters. The meter revenues can be pledged to public improvements within the District benefitting merchants and employers within the District.

In the Parking Management Plan, TJKM will identify specific triggers that will initiate certain phase of the parking facility expansion (such as, acquire land for a parking garage when average daytime occupancy reaches 70% for all parking facilities within certain area; initiate designs when the occupancy reaches 80%, begin construction when the occupancy reaches 90%). The Plan will address facility design, access and revenue control equipment, financing and debt-services related matters. Our recommendations will fully comply with various City requirements including the Downtown Design Guidelines & Zoning Regulations (Section 14 – Parking and Circulation).

As the Director of Parking for San Francisco, Mr. Kothari worked on projects that involved new or expanded parking facilities for the Performing Arts Institutions (SF Ballet, SF Opera and SF Symphony) and SF Giants' major mix-use development with over 2,000-space parking garage. He brings valuable experience with the issuance of revenue bonds and resulting debt services that benefitted parking facilities.

ADA Compliance

TJKM strives to design facilities and develop policies that provide safe and convenient access to all, including children, seniors and persons with disabilities. TJKM brings significant experience in designing streets and sidewalks for all users. We have extensive in-house expertise in ADA Compliance matters. ADA compliance related inspections and identifying improvements to bring parking facilities in full compliance require extensive efforts. , TJKM will assure that any new parking spaces, both on-street and off-street, will be reviewed and designed for full compliance with the current ADA regulations.



Although not included in the current Scope of Services, if the City wishes to assess the ADA compliance of the existing off-street parking spaces, our effort would include the following:

- Field survey all twelve off-street public parking lots within the study area.
- Meet with the City staff with specific expertise on ADA matters and any support/advocacy groups for persons with disabilities, and discuss their concerns and any known issues of non-compliance.
- Identify area of non-compliance including stall dimensions, loading zones, signage, marking, sidewalk clearances, curb ramps, etc.
- Develop an inventory of non-compliance issues by parking lot and prepare a plan that shows all non-compliance items.

Our Project Manager, Mr. Kothari oversaw ADA compliance audits of 38 parking facilities for the City of San Francisco. Working with the Mayor's Office on Disabilities, he managed design and construction of improvements that brought numerous parking facilities in full compliance of ADA regulations.

At the Kick-Off Meeting, TJKM will discuss with the City Staff if the City desires to complete an ADA compliance audit, and then finalize the scope of work as directed by the staff. If necessary, TJKM will add a subconsultant to support this task.

Parking Management Plan

The TJKM Team will develop a comprehensive Parking Management Plan (PMP) that will summarize our data collection, analysis, findings, stakeholder input and recommendations. The PMP will include clear and easy-to-understand graphs, tables and maps that will illustrate the current parking conditions and display recommended strategies and improvements for future.

The PMP will serve as the Blueprint for the Turlock's Parking Program, summarizing various tools and strategies available to the City to utilize over the next 15-20 years. The Plan will include near-term, mid-term and long-term scenarios and recommendations. With clear understanding of the City's Vision, anticipated growth and user needs, this report will outline various parking policies, system expansions and equipment upgrades necessary when certain triggers are met in the future. In collaboration with the Parking Advisory Group, we will recommend appropriate triggers based on a combination of changing existing conditions plus anticipated near-term growth. Although we do not recommend utilizing time-based triggers, we will share our experience with such triggers and risks associated with utilizing them.

As outlined in the schedule below, the City staff and stakeholders will have ample opportunities to review and provide feedback on the draft and final PMP. A Draft Report will be presented to the Planning Commission and the City Council for review and feedback. Any input received from the Planning Commission and the City Council will be incorporated into the Final Report prior to submission to the City.

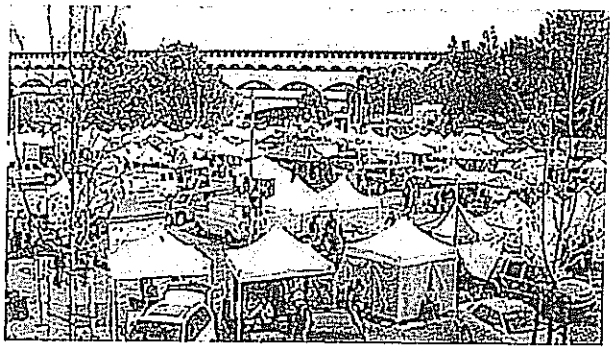
Three-Year Assessment

TJKM recognizes a strong and clear relationship that the parking demand has with the economy and broader transportation matters. Depending upon the health of the economy in coming years and what other transportation options are developed over the next 2-3 years, the parking conditions and future needs may change. With our commitment to provide Turlock with a PMP that is truly effective and valuable for long term, we propose to review the parking conditions after three years of the initial PMP development and make revisions at no cost to City. Our future effort will include discussion with the City staff of any changes in growth projections and/or parking conditions, and necessary revisions to the document to reflect these changes. If additional data collection or public outreach meetings are desired, TJKM will work with the City staff to develop an appropriate scope and schedule.

SIMILAR PROJECTS

Below are just a few relevant project experiences.

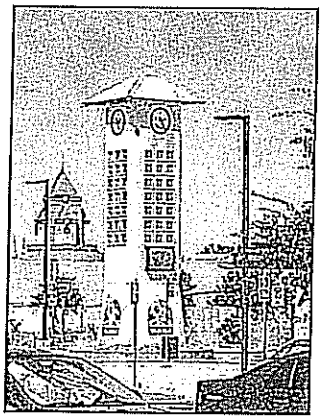
AIM Parking and Traffic Circulation Study, Marin County
Client/Reference: Brigitte Moran | Executive Director | Agricultural Institute of Marin | 415.472.6100 | brigitte@agriculturalinstitute.org



TJKM analyzed traffic circulation and parking conditions in the Marin Civic Center area where AIM is developing a permanent facility for Farmers Market to replace two existing locations. The project includes an open space for over 200 stalls and a 27,000 square foot/two-story building that contains a restaurant, retail space and educational facility.

TJKM collaborated with AIM, County of Marin, City of San Rafael, Marin Center, transit agencies and other stakeholders and analyzed current and future traffic and parking conditions in the Marin Civic Center area. The Team developed various short-term and long-term strategies that will improve traffic and parking conditions in the area, as well as enhance bicycle and pedestrian safety. TJKM explored opportunities for Transportation Demand Management solutions, Shared Parking and Public-Private partnerships.

Vacaville Intermodal Station Phase 2 Parking Garage
Client Reference: Oscia Wilson, AIA | Chief Executive Officer | Boiled Architecture | (415) 766-0361 | oscia.wilson@boiledarchitecture.com



TJKM has completed the last two downtown parking and circulation study updates for the City of Vacaville and therefore was a resource of knowledge concerning developing parking and traffic estimates for the Phase 2 Intermodal Garage project. The project consisted of expanding the Phase 1 surface park and ride lot to include up to 400 additional parking stalls serving bus transit and park and ride patrons.

TJKM evaluated site conditions based on a thorough field review of transit, bicycle, and pedestrian access and circulation, and identified all barriers for non-auto modes. Parking demand counts of the existing surface parking lot were taken on a weekday and Saturday to assess current utilization by park and ride and transit patrons. These results were used as a baseline to determine future park and ride and transit parking demand. New AM/PM peak hour traffic counts were taken at the 14 study intersections evaluated in the prior City traffic report that assessed impacts of the Phase 1 intermodal bus facility, and traffic operational analysis was performed at these intersections under Existing Conditions and a future year to determine differential traffic impacts from the additional users expecting to be generated by the expanded Phase 2 facility. TJKM reviewed all developed parking garage alternatives in terms of adequacy of multimodal internal circulation and external access and provided recommendations. TJKM furnished a final report detailing expected traffic and parking impacts of the Phase 2 facility for City use at the conclusion of the project.

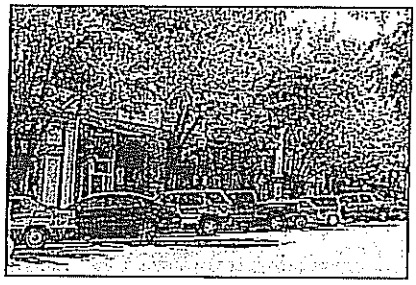
Downtown Vacaville Parking Study & Update
Client Reference: Ozzie Hilton | Senior Civil Engineer - Traffic Engineering | City of Vacaville | (707) 449-5352 | ohilton@ci.vacaville.ca.us

In 2001, the City of Vacaville selected TJKM to perform a Downtown Vacaville Parking Study to assess the supply of, and demand for, public parking within the core of Downtown Vacaville. The purpose of TJKM's study was to support Downtown revitalization by providing an assessment of the current and future public parking demand in the Downtown for use as a basis to determine the need for revision, improvement, and/or addition of public parking facilities. TJKM successfully completed the 2001 Downtown Parking Study, with Downtown Vacaville stakeholders supporting TJKM's recommendations.

In 2008, the City sought to update the original Parking Study and develop a "Master Plan for Downtown Parking." The basis for the update and Master Plan was the need to account for additions and changes in Downtown Vacaville, including the recent completion of a redevelopment project with a Public Library annex, additions of office and commercial space, and the potential for redevelopment that would result in mixed-use projects in the Downtown Vacaville vicinity.

At its May 25, 2010 meeting, the City Council unanimously adopted TJKM's parking study and its recommendations.

Downtown Healdsburg Parking Study
Client Reference: | Rick Tooker | Community Development Director | City of Napa (formerly for Healdsburg) | (707) 431-3345 | rtooker@cityofnapa.org



Downtown Healdsburg is a California wine country destination with its 19th Century central plaza, quality restaurants, regular events like the Barrel Tasting Weekend, Farmers' Market, the Healdsburg Jazz Festival, wine tasting rooms, art galleries, inns and shopping. Given the popularity of Healdsburg, parking demand has changed along with community perception of parking needs. The Healdsburg's City Council commissioned a study to collect and analyze data and recommend actions. TJKM performed the Downtown Parking Study, which included a comprehensive review of downtown Healdsburg's parking characteristics to determine parking issues and to provide solutions.

Our study included three main components: 1) determine supply of parking by type; 2) determine demand for each type of parking; and 3) recommend changes to match available and new parking to the demands. The study area included three distinct areas of parking usage: 1) the Central Plaza, 2) the Downtown Commercial District as defined in the Healdsburg Zoning Ordinance, and 3) the remainder of the area, the Downtown Periphery. We focused on this periphery beyond the Downtown Commercial District to assess any potential spill over parking from downtown into the surrounding residential areas.

A key component of this project was coordination and involvement with the majority of the downtown area stakeholders, including business owners, the public, and community groups.

TJKM was successful in soliciting stakeholder comments, assessing current parking supply and demand and making initial recommendations to meet existing and projected parking demand. The City has found TJKM to be responsive to City staff and Downtown stakeholders and has been successful in developing recommendations based on findings that are responsive to stakeholder comments.
TJKM's Downtown Parking analysis has resulted in a sound basis to establish where parking improvements are needed, a policy in managing existing parking supply and requiring additional parking as development occurs and/or uses change, and to build consensus between the City and Downtown stakeholders.

TJKM held joint public stakeholder meetings with the City during the study's initial stages to determine community-parking concerns, and also presented study findings to the City's Planning Commission and City Council.

The study concluded with TJKM defining the parking deficiencies in terms of Healdsburg's established zoning-based parking standards, as well as other "smart growth" metrics that are emerging in the parking industry, such as acceptable walking distance from a parked vehicle to multiple downtown destinations. TJKM provided the City with recommended plans for short-, medium-, and long-term parking improvements in terms of these collective standards, as well as the City's expected levels of development growth over the next 20 years. The City Council accepted and endorsed the findings of TJKM's study.

SCHEDULE

The TJKM Team has worked on hundreds of parking studies and developed solutions for both public sector and private sector clients. We truly understand the community interest in parking matters and plan ample opportunities for residents and businesses to provide feedback into the process. It is equally important to involve elected officials and governing bodies at appropriate stages of the policy development and implementation process. Based upon the information provided in the RFP, we propose the following schedule:

TASK/DELIVERABLES	DATE
Contract Award	by January 15, 2016
Notice to Proceed	by January 18, 2016
Kick-Off Meeting / Parking Advisory Group (PAG) Meeting	Week of January 18, 2016
Public Meeting # 1	February 2016
Data Collection, Supply/Demand Analysis – Current Conditions	February 2016
Supply/Demand Analysis – Future Conditions	March 2016
PAG Meeting** (progress report)	March 2016
Policy Analysis, Development of Strategies	April-May 2016
Public Meeting # 2	May 2016
Refinement of Policies & Strategies, Financing Alternatives, etc.	June 2016
Draft Parking Management Plan development	June-July 2016
City Staff review/comments on Draft PMP and Revisions	July 2016
Public Meeting # 3 (presentation of draft PMP)	July 2016
Presentation of Draft PMP to Planning Commission and City Council	July 2016
Revisions to Draft PMP	August 2016
Final Draft PMP to the City Council	August 16, 2016
City Council comments incorporated, FINAL Report submitted to City	August 30, 2016
Three-Year Assessment (Optional task – offered at "no cost" to City)	September 2019

**PAG Meetings will be held every 4-6 weeks throughout the project duration.

TJKM will discuss this "tentative" schedule at the Kick-Off Meeting and finalize based upon the actual award date and any input provided by the City Staff.

FEES

Below is our proposed fee schedule for the tasks and workplan in the previous section.

TJKM Transportation Consultants									
	Nayan Amin	Chris Kinzel	Amit Kothari	Colin Burgett	Vamsi Tabjulu	Admin	Project Engineers & Planners	Hours by Task	Cost by Task
	Principal In Charge	QA/QC	Project Manager	Task Leader	Task Leader				
	$ 220.00	$ 220.00	$ 200.00	$190.00	$140.00	$ 80.00	$ 110.00		
Task									
1 - Project Management	2		25	5	2			34	$ 6,670.00
2 - Kick-Off and Stakeholder Outreach Meetings			24	8			10	42	$ 7,420.00
3 - Parking Supply/Demand Analysis			20	8			15	43	$ 7,170.00
4 - Policy Review, Development of Strategies		4	32	12			5	53	$ 10,110.00
5 - Mapping/GIS, Webpage/Facebook page, etc.			5		15	20	30	70	$ 8,000.00
6 - Preparation of Draft & Final Reports	1	8	55	15		10	35	124	$ 20,480.00
7 - Planning Commission and City Council Meetings			12	4				16	$ 3,160.00
2019 PMP Revision			4	2		2	2		no charge
Total Hours by Staff	3	12	177	54	17	32	97	382	$ 63,010.00
Cost by Staff	*$ 660*	*$ 2,640*	*$ 35,400*	*$ 10,260*	*$ 2,380*	*$ 2,560*	*$ 10,670*		
Other Costs									
Baymetrics	Parking Data Collection and Survey								$ 5,400.00
TJKM - Direct Costs	Printing of 30 Draft and 10 Final bound Parking Management Plan ($25 each)								$ 1,000.00
Sub-Total for other Costs									*$ 6,400.00*
Total Cost									$ 69,410.00

REFERENCES

Nearly 85 percent of our clients are repeat clients. Prompt service, attention to details, strict adherence to schedule requirements, and commitment to our clients' goals are among the reasons for this steady client base. Our objective on every assignment is to provide the most cost-effective product that meets the specific needs and criteria of each client within the planned schedule and budget. We encourage the City of Turlock to contact our references to learn about our performance. We are confident that you will be pleased with what our clients have to say about us.

Project	Client Reference
Redwood City Parking In-Lieu Fee Study	Jessica Manzi, Senior Transportation Coordinator City of Redwood City 650.780.7372 jmanzi@redwoodcity.org
Downtown Danville Parking Utilization Study	Andrew Dillard, Transportation Manager Town of Danville 925.314.3384 adillard@danville.ca.gov
AIM Parking and Traffic Circulation Study, Marin County	Brigitte Moran, Executive Director Agricultural Institute of Marin (AIM) 415.472.6100 brigitte@agriculturalinstitute.org
Downtown Parking Utilization Study, Redwood City	Jessica Manzi, Senior Transportation Coordinator City of Redwood City 650.780.7372 jmanzi@redwoodcity.org

Appendix A
Resumes

Nayan Amin, TE
PRESIDENT
Project Role: Principal-In-Charge

Mr. Amin has more than 24 years of both public and private sector experience in the areas of transportation planning, traffic impact studies, transportation management plans, construction scheduling, construction area signs, signing and striping, traffic signal coordination, traffic operations, transit priority, traffic signal systems, freeway and arterial management studies, and intelligent transportation systems planning, design and construction oversight. He specializes in macro and microscopic model development and application for analysis of impacts across all modes of transportation. His projects range from traffic studies for developments, specific plans, general plans, corridor studies, area-wide studies to long-term planning studies. Studies also include multi-modal operations, light-rail, bus rapid transit, pedestrian, bicyclists and traffic safety and operations.

PROJECT EXPERIENCE

AIM Parking and Traffic Circulation Study, Marin County, CA, Agricultural Institute of Marin, 2015-Ongoing, $93K: Principal-In-Charge responsible for collection and analysis of traffic and circulation data in the Marin County Civic Center area where AIM is creating a permanent Farmers Market to replace two existing markets it operates on two locations on different days. The project includes a 27,000 square foot, two-story building, restaurant and retail space in addition to tables and stalls for farmers, and an educational facility. TJKM outreached to several stakeholders, including the operators of a future transit line that may impact affect how visitors get to and from the Farmers Market. The Team also suggested innovative solutions to enhance mobility and improve safety for vehicles, pedestrians and bicyclists.

On-Call Traffic Engineering Services, San Carlos, CA, City of San Carlos, 2010-Ongoing, $52K: Principal-In-Charge overseeing the completion of numerous traffic surveys, including speed zones, Safe Route to Schools plan studies and assistance with funding applications. The Team has also aided with multiple stop warrant analyses, pedestrian and circulation improvements and developing guidelines for a neighborhood parking permit program

On-Call Traffic Engineering Services, Palo Alto, CA, City of Palo Alto, 2005-Ongoing, $285K: Principal-In-Charge responsible for overseeing projects including Safe Route to School design and construction inspection project, Embarcadero Road redesign to Palo Alto High School, review of Alma Street Train Preemption Signal Phasing Alternative. TJKM also conducted a citywide parking inventory for the residential permit-parking program and a signal warrant analysis for Alma Street/Loma Verde.

YEARS EXPERIENCE:
24

REGISTRATIONS & CERTIFICATIONS:
- CA TE 2290 (Traffic)

AREAS OF EXPERTISE:
- Transportation Planning
- Traffic Impact Studies
- Transportation Management Plans
- Traffic Operations
- Transit Priority
- Freeway & Arterial Management Studies

PROFESSIONAL HISTORY:

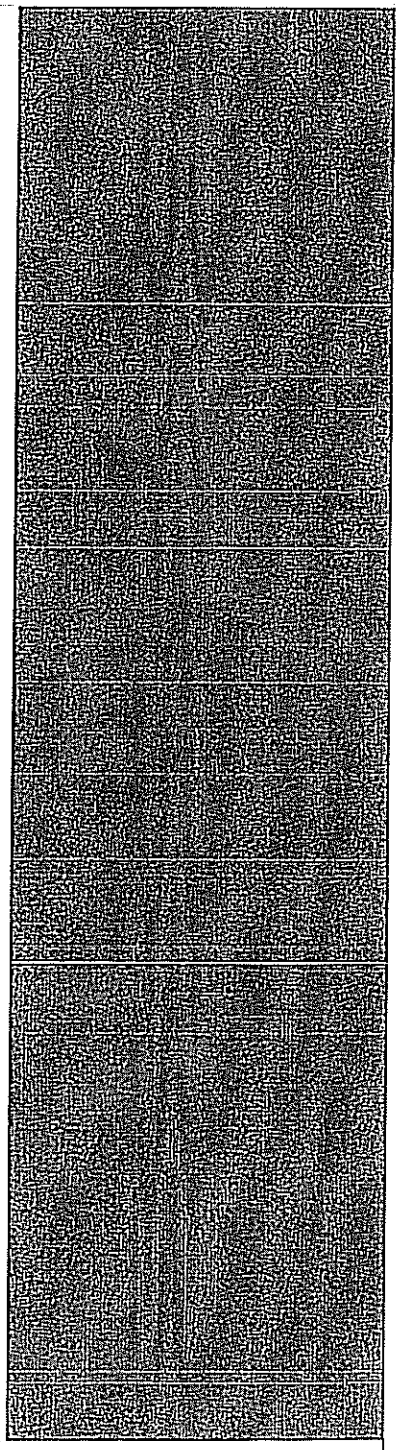
TJKM	
2012	Present
URS	
2004	2012
Bucher Willis & Ratliff	
2001	2003
TJKM	
1996	2000
City of Fremont	
1994	1996
V.K Patel	
1990	1994

On-Call Traffic Engineering Services, Sunnyvale, CA, City of Sunnyvale, $143K, 2010-Ongoing: Principal-In-Charge overseeing the completion of transportation impact studies and parking analyses. TJKM attends public meetings and provides other services as needed.

On-Call Traffic Engineering Services, Redwood City, CA, City of Redwood City, 2007-Ongoing, $97K: Principal-In-Charge responsible for overseeing numerous reviews of traffic impact studies, provided construction plan reviews and regional transportation planning support. For two days per week, TJKM provides on-site assistance with the traffic calming and parking restriction citizen requests, reviewing proposed traffic calming devices, pedestrian crossing signals, stop sign installation and other services as needed.

Shoreline Boulevard Transportation Study, Mountain View, CA, CDM Smith, 2012-2013, $62K: Principal-in-Charge of study for the Shoreline Regional Park Community for traffic operations, signal systems and intelligent transportation systems (ITS). The overall approach to the project was to provide a full range of multimodal transportation policies and investments that would affect the ability of the Shoreline area to accommodate planned growth. A fundamental element of the work was to involve an assessment of baseline conditions, that would be the impacts of the planned growth if there are no changes in current transportation policies and practices. This baseline scenario was used to provide a benchmark against which various alternative transportation futures or concepts were compared. The idea was to measure the effectiveness of alternative strategies of transit improvements, parking management, bicycle/pedestrian improvements, ITS, and TDM. Throughout the project, we emphasized on involving and working directly with the stakeholders in the Shoreline Community.

Toyota Expansion Traffic Impact Study, San Jose, CA, Auto Focus, 2014-Ongoing, $33K: Project Manager on project to expand the existing Capitol Toyota car dealership to accommodate a larger sales and service facility. The project involved phased-in redevelopment and expansion of two existing showrooms and sales buildings, one building containing an auto parts and service shop, and a second auto parts and service shop building containing a car wash and a second floor rooftop parking lot. The study found that additional traffic anticipated due to the proposed expansion is expected not to have any significant impacts at the study intersections. TJKM recommended installing a Stop control at the project driveways and a "No Left-Turn" sign at one driveway. In addition, TJKM recommended reconfiguring part of one intersection and a minor traffic signal modification to enhance pedestrian and bicycle operations at the intersection in line with the City of San Jose's adopted goals.



Amit Kothari, TE
DIRECTOR OF PARKING AND TRANSIT
Project Role: Project Manager

Mr. Kothari is the Director of Parking and Transit at TJKM with more than 24 years of professional experience in the field of transportation planning, parking, transit, traffic operations and intelligent transportation systems. He has managed major transportation and parking programs while working for the cities of San Francisco, San Jose, Oakland and Inglewood. He served as the City Traffic Engineer for San Jose and Oakland and brings decades of experience in developing and implementing major local and regional transportation projects on-time and within budget. He strives to develop strategies that improve accessibility and enhance safety for all users – autos, bicyclists, pedestrians, school-age children, seniors and persons with disabilities.

PROJECT EXPERIENCE

AIM Parking and Traffic Circulation Study, Marin County, CA, Agricultural Institute of Marin, 2015-Ongoing, $93K: Project Manager responsible for a comprehensive traffic circulation and parking study for the relocation of AIM's twice a week Farmer's Market to a larger, state-of-the-art facility. The project includes a 27,000 square foot, two-story building, restaurant and retail space in addition to tables and stalls for farmers, and an educational facility. The project required extensive traffic and parking data collection, future supply/demand analysis and stakeholder coordination, and developed innovative solutions to enhance mobility and improve safety for vehicles, pedestrians and bicyclists.

Operations and Management of Parking Facilities, San Francisco, San Jose, Oakland and Inglewood, CA, City & County of San Francisco, Cities of San Jose, Oakland and Inglewood, 1999-2014, N/A: Managed parking garages/lots and parking meter programs. Responsibilities included development of policies, rate analysis, supply/demand studies, facility expansions and financing, audits, equipment upgrades, etc. Collaborated with major entertainment venues, convention centers, Chamber of Commerce, businesses and developers to formulate policies and implement strategies that balanced the parking needs of residents, employees, merchants and visitors.

Residential Parking Permit Program, San Francisco, San Jose and Oakland, CA, City & County of San Francisco, Cities of San Jose and Oakland, 1999-2014, N/A: Developed policies and managed permit parking program-related matters including establishment of new permit areas, permit fee studies, permit abuse investigations and enforcement. The permits were issued to a variety of users including residents, businesses, employees, San Jose State University students, doctors and nurses, school teachers, nannies and in-home caregivers. San Francisco program included more than 70,000 annual permits.

YEARS EXPERIENCE:
24

REGISTRATIONS & CERTIFICATIONS:
CA TR 1873 (Traffic)

AREAS OF EXPERTISE:
- Transportation Planning
- Transit Priority
- Traffic Impact Studies/EIRS
- Parking Management
- Fee Studies
- Traffic Calming
- Transportation Management Plans
- Traffic Operations

PROFESSIONAL HISTORY:
TJKM
2015 – Present
San Francisco Municipal Transportation Agency
2008 – 2014
City of San Jose
2003 – 2007
City of Oakland
1999 – 2003
City of Inglewood
1991 – 1999

Parking Enforcement, San Jose, CA, City of San Jose, 2003-2007, N/A: Managed 24/7 parking enforcement services for the city that involved over 45 parking control officers and vehicle abatement officers. Oversaw citation adjudication and hearing officer services.

Parking Facilities ADA Compliance Audit, San Francisco, CA, City & County of San Francisco, 2011-2014, N/A: Completed an audit of compliance with the Americans with Disabilities Act (ADA) at parking facilities, identified areas of non-compliance and implemented necessary corrective measures. The ADA compliance-related improvements included lateral and vertical clearances, grades, clear path of travel, truncated domes, van and wheelchair accessibility, loading zones, signage and striping and braille messages.

Parking Facilities Capital Improvement Program (CIP), San Francisco, CA, City & County of San Francisco, 2013-2014, N/A: This project involved developing a comprehensive Parking Facilities CIP for San Francisco's 38 parking facilities with an asset value of over $800 million. As the Director of Parking for the City & County of San Francisco, Mr. Kothari oversaw consultants for the development of the $95 million CIP, secured necessary funds through operating/capital budget and issuance of revenue bonds, and managed design and construction of funded improvements. In his role as the Senior Project Manager, he assured that all projects were completed on-time and within budget.

Feasibility Studies for the Expansion of the Performing Arts Garage, San Francisco, CA, City & County of San Francisco, 2008-2010, N/A: Collaborated with San Francisco's Performing Arts Institutions (SF Ballet, SF Opera, SF Symphony and SF Jazz) and developed short-term and long-term parking strategies to meet the growing parking needs of the event attendees and employees.

Sustainable Transportation and Parking Solutions, San Francisco, San Jose and Oakland, CA, City & County of San Francisco and Cities of San Jose and Oakland, 1999-2014, N/A: Developed and implemented solutions and strategies that encouraged non-auto modes of travel such as carpool, vanpool, bicycling, walking and transit. Introduced car-sharing and scooter-sharing programs at parking facilities. Installed and managed Electric Vehicle charging infrastructure at parking facilities.

EDUCATION:

MS Civil Engineering (Transportation Engineering major), University of Toledo, OH

BS Civil Engineering, Sardar Patel University, India

Certificate in Transportation Planning for Air Quality, University of California, Riverside

PROFESSIONAL SOCIETIES:

Institute of Transportation Engineers (ITE)

International City/County Management Association (ICMA)

San Francisco Planning & Urban Research (SPUR)

International Parking Institute

Chris Kinzel, PE, TE
VICE PRESIDENT
Project Role: QA/QC

YEARS EXPERIENCE:
53

REGISTRATIONS & CERTIFICATIONS:
CA TR0023 (Traffic)
CA C15347 (Civil)

AREAS OF EXPERTISE:
- Municipal Traffic Engineering
- Freeway Operations
- Arterial System Planning
- Circulation Studies
- Traffic Impact Studies
- General/Specific Plans
- Parking Studies
- Corridor Studies
- Expert Witness Testimony
- Transportation Planning for Major Developments
- Geometric Design
- Safety Studies
- Traffic Signal System Project Oversight

PROFESSIONAL HISTORY:
TJKM
1974 – Present
Lampman & Associates
1971 – 1974
City of Hayward
1966 – 1971
County of Fresno
1960 – 1965

EDUCATION
MS Transportation Engineering, University of California, Berkeley
BS Civil Engineering, California State University, Fresno

Mr. Kinzel is the Vice President of TJKM. He has 53 years of experience in nearly all aspects of traffic engineering and has managed and performed hundreds of traffic studies over the years.

A former municipal engineer, much of his career today is focused on working with city and county traffic engineers to determine the most effective strategies for reducing traffic congestion. He has also worked with many California developers and homebuilders, performing development studies and proposing mitigation strategies.

Mr. Kinzel has made presentations at hundreds of city council/planning commission/public meetings to present traffic study recommendations, and has taught traffic-engineering courses at University of California and University of Santa Clara. He wrote the "Traffic Studies" chapter of the Traffic Engineering Handbook, published by Prentice-Hall, and assisted ITE with updating their Parking Generation Manual that is now in circulation. Mr. Kinzel also conducted peer review of the 7th, 8th and 9th Editions of the ITE Trip Generation Manual.

PROJECT EXPERIENCE

Downtown Parking Study, San Carlos, CA, City of San Carlos, 2012-2014, $63K: Principal-In-Charge on project reviewing existing parking conditions and determining near-term and future parking needs in a town with growing parking needs. TJKM updated an outdated parking study, including occupancy and turnover, additional stakeholder participation and innovative parking management strategies that can be combined with new parking supply.

Downtown Walnut Creek Parking Study, Walnut Creek, CA, City of Walnut Creek, 2001-2002, $95K: Principal-In-Charge in conducting a comprehensive parking study of the city's downtown area. A major focus of the study was the pedestrian retail area, which is the central portion of the downtown area. TJKM was responsible for reviewing existing parking conditions, economic/behavioral analysis, stakeholder meetings, future parking conditions, evaluation of their current standards, evaluate feasibility of electronic parking guidance system, recommendations and final report.

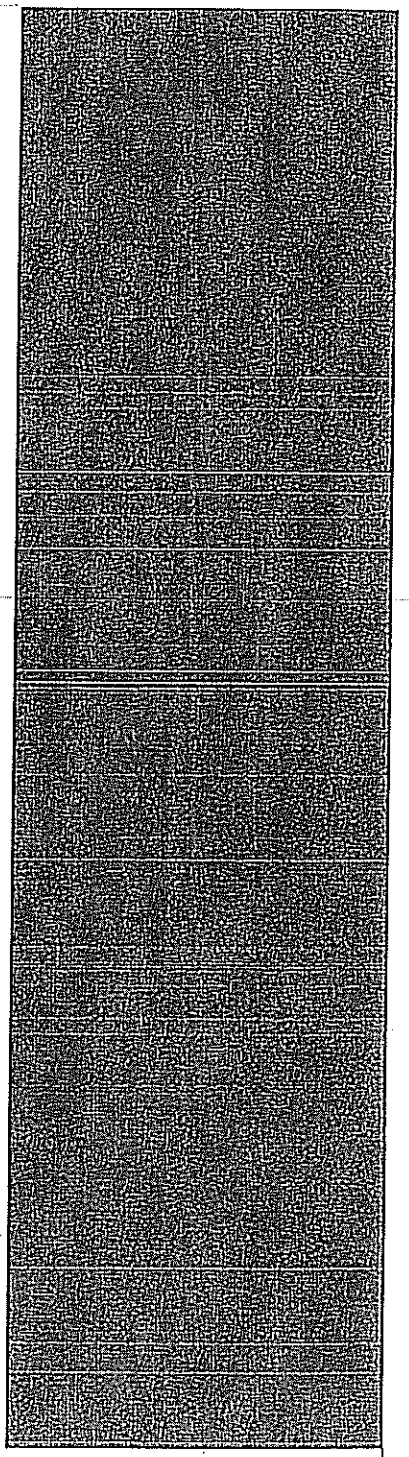
City of Vacaville Parking Study, Vacaville, CA, City of Vacaville, 2001 & 2008-2010, $80K (combined): Project Manager, In 2001, TJKM assessed the supply of, and demand for, public parking in Downtown Vacaville. The purpose of TJKM's study was to support downtown revitalization by providing an assessment of the current and future public parking demand in the downtown for use as a basis to determine the need for revision, improvement, and/or addition of public parking facilities. After the study was complete, with Downtown Vacaville

stakeholders supported TJKM's recommendations. In 2008, the city sought to update the original Parking Study and develop a "Master Plan for Downtown Parking." The basis for the update and Master Plan was the need to account for additions and changes in Downtown Vacaville, including the recent completion of a redevelopment project with a public library annex, additions of office and commercial space, and the potential for redevelopment that would result in mixed-use projects in the Downtown Vacaville vicinity.

City of Grass Valley Parking Study, Grass Valley, CA, City of Grass Valley, 2005-2008, $39K: Project Manager in project examining parking issues in the downtown area. The study included data collection, analysis and recommendations, evaluation of current standards and management of future parking conditions. TJKM also assisted with developing a, parking garage strategy, identifying funding opportunities, and encouraging public participation and hosting workshops.

Downtown Healdsburg Parking Study, Healdsburg, CA, City of Healdsburg, 2007-2008, $49K: Healdsburg is a California wine country destination with its 19th Century central plaza, quality restaurants, regular events like the Barrel Tasting Weekend and the Healdsburg Jazz Festival, wine tasting rooms, art galleries, inns and shopping. Given its popularity, parking demand has changed along with community perception of parking needs. The Healdsburg's City Council commissioned a study completed by TJKM performed, which included a comprehensive review of downtown Healdsburg's parking characteristics to determine parking issues and to provide solutions.

Parking Study for 1350 S. Eliseo, Larkspur, CA, Meeks, Coates + Eaton Architects, Inc., 2014-Ongoing, $4K: Project Manager on traffic and parking study for the Marin Cancer Institute, to determine the potential impacts of the proposed mobile PET-CT trailer occupancy on the parking supply and demand within the existing parking lot area on the site and the traffic impacts at the adjacent intersection. TJKM concluded that the parking lot would provide adequate parking supply during the day, and the intersection would continue to operate at an acceptable level of service during peak hours.



Colin Burgett
SENIOR PROJECT MANAGER
Project Role: 2032 Parking Demand Analysis Task Lead

Mr. Burgett has nearly two decades of professional experience with expertise in multimodal transportation and integrated transportation/land use planning. He specializes in strategic planning for large-scale projects, including citywide transportation plans, large area plans, campus plans, bicycle and pedestrian master plans, EIR transportation studies, bus rapid transit corridor studies and transit station area plans. He has extensive experience with projects that emphasize corridor revitalization, transit-oriented development and complete streets planning.

Mr. Burgett manages projects that place a strong emphasis on facilitating the interactions between transportation systems, land use patterns and urban design components.

PROJECT EXPERIENCE

One Camino Sobrante Parking Analysis, Orinda, CA, City of Orinda, 2015, $5K: Project Manager for a parking study focused on the proposed reuse of existing commercial space to accommodate a proposed bank. The study evaluated the adequacy of the current parking supply to accommodate the proposed change in use, based on current parking occupancy rates and the predicted change in parking demand with the proposed bank. The study included parking occupancy counts conducted over a 2-day period to measure existing parking demand within the off-street parking lot within the project site as well as the on-street parking supply on Camino Sobrante.

Downtown Specific Plan & EIR, Soledad, CA, City of Soledad, 2011-2012, $30K: Project Manager for the transportation components of a comprehensive vision plan and updated Specific Plan for Soledad's historic central core. Bordered by US 101 and rail tracks on one side, the downtown suffered from numerous barriers, including parking and access. The community envisioned a downtown that would encourage mixed-use development, accommodate a train station, and become a destination that would attract visitors and locals. The updated downtown plan presents an integrated transportation and land use planning effort that identifies strategies and improvements to enhance multimodal access to land uses downtown and adjacent land near the planned rail station. A key aspect of the planning effort included a comprehensive survey of parking supply. The Specific Plan envisions a multimodal street network, and improvements including diagonal parking and sidewalk improvements.

YEARS EXPERIENCE
18

AREAS OF EXPERTISE
- Integrated Transportation & Land Use Planning
- Transit & Station Area Planning
- Corridor Studies / Complete Streets
- Bicycle, Pedestrian Studies
- Transportation Impact Studies / EIRs
- Campus Planning

PROFESSIONAL HISTORY

TJKM	
2015	Present
Nelson \ Nygaard	
2009	2014
Fehr & Peers	
2001	2009
City of Oakland	
1998	2001
City of Seaside	
1996	1997
City of Eugene	
1995	1996
City of Tigard	
1994	1994

EDUCATION
- MCRP, City & Regional Planning, California Polytechnic State University, San Luis Obispo
- BS Political Science, University of Oregon

Safe Routes to Downtown Across Foothill Expressway, Los Altos, CA, Passarelle Investment Company, 2014, $65K: Project Manager for a study focusing on enhancing connections to downtown Los Altos for pedestrians and bicyclists across Foothill Expressway. The study investigated potential surface access improvements across Foothill Expressway at its intersections with Main Street and with West Edith Avenue. Both intersections currently accommodate free right-turn movements – both entering and exiting Foothill Expressway – with right-turn slip-lanes and small "pork-chop" islands that pedestrians must navigate to cross Foothill Expressway. In addition, a high number of schoolchildren cross the intersection with West Edith Avenue during morning and afternoon hours, while a relatively large number of cyclists utilize the expressway despite no designated bicycle lanes on this segment. The safe routes to downtown study developed several conceptual design alternatives to improve pedestrian crossings by redesigning the right-turn slip lanes, while also providing bicycle lanes for cyclists traveling on the expressway. The study also demonstrated that the proposed pedestrian and bicycle enhancements can be introduced without resulting in vehicle queueing or significant delay to motorists. A key secondary benefit of improving pedestrian and bicycle access to and from adjacent neighborhoods is a potential reduction in downtown parking demand.

Ocean Beach Master Plan, San Francisco, CA, SPUR, 2011-2014, $200K: Transportation Planner for the development of multi-modal improvement options on the Great Highway corridor that provides access to San Francisco's Ocean Beach, including segments of Sloat Boulevard and Skyline Boulevard. The Ocean Beach Master Plan was undertaken by SPUR to develop a climate adaption and open space plan to address many key issues at Ocean Beach. A key element of the plan include potential changes to Great Highway given on-going erosion, including reducing the number of travel lanes and closing one segment by rerouting motor vehicle traffic onto Sloat Boulevard and Skyline Boulevard, while maintaining public access to the beach. Given the proposed rerouting, key tasks focused on multi-modal improvement options on Sloat Boulevard including a significant reduction in the curb-to-curb width to provide shorter pedestrian crossings, the provision of parking, and the development of two potential roundabout configurations to maintain efficient travel flow at two key intersections.

Vamsi Tabjulu
PROJECT MANAGER
Project Role: GIS/Mapping, Website & Facebook Page Management Task Lead

YEARS EXPERIENCE:
10

AREAS OF EXPERTISE:
- Arterial Management
- Transportation Planning
- Signal Coordination
- Advanced Signal Systems
- Intelligent Transportation Systems (ITS)
- Complete Streets
- PS&E
- Program Management
- Graphic Design
- Urban Design

PROFESSIONAL HISTORY:

TJKM
2015 – Present

Metropolitan Transportation Commission (MTC)
2008 – 2014

University of Cincinnati
2004 – 2007

Vastu Shilpa Consultants
2002 – 2003

EDUCATION:

MS Community Planning, University of Cincinnati, OH

B.Arch: Architecture, Bangalore University, India

PROFESSIONAL SOCIETIES:

Institute of Transportation Engineers (ITE)

American Planning Association (APA)

Mr. Tabjulu is a seasoned and highly motivated transportation and urban planning professional with more than 10 years of work experience in transportation planning, arterial management, traffic engineering, complete streets, and urban design. He has a proven record of accomplishment of building effective working relationships between cities, counties, Caltrans, transit agencies, congestion management agencies, Metropolitan Transportation Commission (MTC), consultants, and contractors. He has a clear understanding of resource constraints of public agencies and strives to accommodate their needs. He has implemented various arterial operations initiatives at the regional level, such as the Program for Arterial System Synchronization (PASS), Regional Signal Timing Program (RSTP), Traffic Engineering Technical Assistance Program (TETAP), and Tech Transfer program. He has successfully completed over 100 arterial management projects involving over 1,850 traffic signals in the Bay Area. Several of these projects involved implementing adaptive signal timing, traffic responsive signal timing, ITS, central traffic management systems, communications upgrades, signal modifications, etc. He has served as the staff liaison for the Arterial Operations Committee (AOC) meetings for over six years and made presentations to several city councils, transportation commissions, and various committees.

PROJECT EXPERIENCE

Bus Stop Improvement Plan, San Benito County, CA, San Benito County Local Transportation Authority, 2015-Ongoing, $65K: Project Engineer to study and recommend improvements to amenities and multimodal access for 80 County Express bus stops within the LTA service area. County Express provides both local fixed route and inter-county service in San Benito County. The goal of the project is to evaluate all bus stops within the system and prioritize improvements that will enhance pedestrian and bicycle access to these stops, as well as add shelters, benches, and other amenities for County Express riders. Access and amenities for stops with high ridership will be the primary focus. The project also addresses several access issues at existing LTA bus stops. Stops located in unincorporated areas often have no sidewalk, and stops in older neighborhoods often have uneven or narrow sidewalks that prevent them from being used by people using wheelchairs. As a top priority, TJKM will propose improvements that increase the ability of disabled riders to access the system. Ultimately, the recommendations in this study will be used to develop future capital grant applications for designing and constructing the recommended improvements.

701 3rd Street Traffic Impact Study, San Francisco, CA Stonebridge Companies, 2015-Ongoing, $34K: Project Manager for study done as part of environmental

planning case for a proposed 228-room hotel. TJKM evaluated the traffic conditions at 12 study intersections during the p.m. peak period for a typical weekday. As the project was expected to generate so few peak hour net new-auto trips, the city declined to have the operational impacts on signalized intersections analyzed in this study. As for other impacts, the study found that there are sufficient available on-street parking spaces and public garages within one block from the proposed project. Therefore, the proposed project would not have a significant impact on off-street parking operations. Additionally, the project is not expected to result in significant impacts to general bicycle conditions or facilities, pedestrian conditions, transit operations freight loading / service vehicle conditions, emergency vehicle access conditions or construction conditions.

740 El Camino Real Parking Availability Analysis, Belmont, CA, Martin Bernstein Architects, 2015, $1K: Project Manager for analyzing the parking availability for a new restaurant. The analysis included the on-street parking and off-street parking nearby.

South County Corridor Study, Stanislaus County, CA, Stanislaus Council of Governments (StanCOG), 2014-Ongoing, $80K: Project Engineer assisting with feasibility study evaluating the existing conditions and future conditions for various alternatives and offer intersection control and geometric recommendations bicycle and pedestrian accommodations and potential bus stop locations.

San Benito Street Corridor Study, Hollister, CA, City of Hollister, 2014-Ongoing, $39K: Project Engineer assisted on Downtown Strategic Plan, which called for a design consisting of reduced through lanes and center lane for turning to enhance downtown land uses and traffic safety for vehicular, pedestrian and bicyclists along the corridor. The goal of this project is to develop an implementation plan with base maps to guide the city in implementation of improvements in an orderly manner. The study also needs to evaluate the feasibility of constructing a roundabout at the intersection of Gateway Drive/San Felipe Road.

ALEX CHOI, P.E.

Baymetrics Project Manager

Years of Experience

25+ (6 years with Baymetrics; 20+ with Caltrans)

Education

B.S., Civil Engineering, University of Utah, 1983,
B.S., Mechanical Engineering, University of Utah, 1980,
A.A., Electrical Engineering, Santa Rosa Jr. College, 1976.

Professional Registrations

Professional Engineer: California, 1993 (#C53160)

Key Qualifications

Alex Choi is Chief Project Manager with Baymetrics experienced in traffic data collection and analysis. He is familiar with the rules and regulations of traffic/transportation in the State of California and equipped with the following skills for managing traffic/transportation studies and projects:

- Workstation – Highway design
- TMN – Federal Noise Modal to predict existing and future noise level
- EmFac2011 and Caline2011 Modals to predict future level of air primary pollutants
- Traffic data analyses – Design spreadsheet for traffic data collections

For the following selective projects, Alex's responsibilitie includes project scheduling and workers' assignement, job coordination and supervision, data analysis and project reporting, quality control, overall project coordination and management:

On-Call

- City of Alameda; On-Call Project: since 2009, project manager, scope includes survey for pedestrian, bike and traffic movement counts, gap study, speed radar study, classification and speed ADT, license plate survey and parking occupancy survey.

Traffic Data Collection and Analysis

- Oakland Alta Bates/Kaiser Project: since 2009,
- US HOV Lane Project – Caltrans District 3, 2013,
- Santa Clara County Expressway Traffic Counts, since 2013,
- CCTA-CMP & MTSO Monitoring Project, 2012-2013,
- CHSRA (CA High Speed Rail Authority) Corridor Project, 2009-2012,
- Benicia & Concord Citywide Speed Radar Traffic Survey, 2012-2013,
- MTC PASS Project - Antioch, Concord, Danville, Foster City, Fremont, Hayward, Lafayette, Los Gatos, Menlo Park, Mtn View, Oakland, Palo Alto, Santa Clara, San Mateo, San Ramon, Suisun City, and Walnut Creek: since 2011.

Previous Experience

Alex's project experience with Caltrans prior to joining Baymetrics involved in project planning and supervision, the preparation of specification and estimate for highway project including hydraulic/ drainage plan, data collection and analysis, and assimilating results and reporting. Selective projects which he involved in includes:

Roadways

- I-580 Corridor Improvement Project, Pleasanton/Livermore, California,
- State Route 4 Ramp Metering and Ramp Widening Project, California,
- US-101 Broadway Interchange Reconstruction Project, San Mateo, California,
- US-101 Traffic Operating Systems and Ramp Metering Project; Marin County, California,

- HW-880 Ramp Metering and Ramp Widening Project, Alameda County, California,
- HW-680 Ramp Metering Project, Alameda County, California,
- US-80 Ramp Metering Project, Solano County, California,
- US-101 Old Redwood Highway Interchange Improvement Project, Sonoma County, California,
- US-101/Route 116 Interchange Widening Project, Sonoma County, California,
- Route 29 Soscol Bypass Project, Napa County, California.

Air Quality and Noise Impact (Impact analysis for air pollutants, noise abatement and sound wall mitigation)

- Route 24 Caldecott Improvement Project, Alameda County, California,
- US-101 Marin Sonoma Narrows/Widening Project, Marin/Sonoma County, California,
- US-101 Doyle Drive/Presidio Parkway Project, San Francisco, California,
- Route 85 Ramp Metering Project, Santa Clara County, California.

MICHELLE WANG
Transportation Planner

Years of Experience
15

Education
Harbin Institute of Technology, Shandong Campus, Shandong Province, China, majoring in city planning

Key Qualifications
Michelle Wang is a Transportation Planner with Baymetrics experienced in traffic data collection and analysis. She is familiar with the rules and regulations of traffic/transportation in the State of California and equipped with the following skills for managing traffic/transportation studies and projects:

- Workstation – Highway design
- TMN – Federal Noise Modal to predict existing and future noise level
- EmFac2011 and Caline2011 Modals to predict future level of air primary pollutants
- Traffic data analyses – Design spreadsheet for traffic data collections

Michelle Wang has more than 15 years of working experience with Baymetrics in the area of traffic survey and transportation studies. Since 2007, her work involved all aspects of the business and project cycles. She was responsible for many projects in California and Hawaii, coordinating project teams, collecting traffic data by ADT and manual counts, and analyzing survey data and traffic pattern. Before joining Baymetrics in 2000, she worked for the Transportation Planning and Development Company of the Linzi Zibo City in Shandong Province, China. Her work involved road development and traffic control for the new city Linzi Zibo including site survey and traffic data collection.

FEES

Below is our proposed fee schedule for the tasks and workplan in the previous section.

TJKM Transportation Consultants									
	Nayan Amin	Chris Kinzel	Amit Kothari	Colin Burgett	Vamsi Tabjulu	Admin	Project Engineers & Planners	Hours by Task	Cost by Task
	Principal In Charge	QA/QC	Project Manager	Task Leader	Task Leader				
	$ 220.00	$ 220.00	$ 200.00	$190.00	$140.00	$ 80.00	$ 110.00		
Task									
1 - Project Management	2		25	5	2			34	$ 6,670.00
2 - Kick-Off and Stakeholder Outreach Meetings			24	8			10	42	$ 7,420.00
3 - Parking Supply/Demand Analysis			20	8			15	43	$ 7,170.00
4 - Policy Review, Development of Strategies		4	32	12			5	53	$ 10,110.00
5 - Mapping/GIS, Webpage/Facebook page, etc.			5		15	20	30	70	$ 8,000.00
6 - Preparation of Draft & Final Reports	1	8	55	15		10	35	124	$ 20,480.00
7 - Planning Commission and City Council Meetings			12	4				16	$ 3,160.00
2019 PMP Revision			4	2		2	2		no charge
Total Hours by Staff	3	12	177	54	17	32	97	382	$ 63,010.00
Cost by Staff	*$ 660*	*$ 2,640*	*$ 35,400*	*$ 10,260*	*$ 2,380*	*$ 2,560*	*$ 10,670*		
Other Costs									
Baymetrics	Parking Data Collection and Survey								$ 5,400.00
TJKM - Direct Costs	Printing of 30 Draft and 10 Final bound Parking Management Plan ($25 each)								$ 1,000.00
Sub-Total for other Costs									*$ 6,400.00*
Total Cost									$ 69,410.00

Proposed Methodology and Scope of Work

Task: 1 – Kick-off Meeting

Our proposed Project Manager, Christopher Thnay, and key project staff will meet with the City's project manager, and other appropriate staff, to initiate work on the project. Prior to this meeting, Stantec will have identified materials desired for the initial work on the study, including any prior parking data, current and future use data, aerial photos, GIS shapefiles of area, and previous relevant parking and other studies.

Project Review Meetings

To manage this contract effectively in terms of team performance, schedule compliance, and budget adherence, the Project Manager will utilize the following tools:

- Bi-weekly assignment checklists throughout the life of the contract to ensure key project goals remain on track.
- Regular meetings with staff, to discuss progress, issues, and to receive guidance.

Task 2 – Establish Baseline Parking Utilization Conditions

The first task is to make an inventory of the existing public on-street parking spaces and private lots. We will provide a compilation of all public on- and off-street parking stalls and all non-residential, private lots within the study area. The following should be collected:

- All on-street parking spaces
- All public and private lots

Study Boundary

The study area generally consists of the Downtown Overlay Districts as shown in Exhibit I.

It is likely Turlock shares with other cities the issue of all-day employee parking clogging the attractive spots that should be available for customers and other short-term users. This can lead to re-parking and outright violation of parking limits by employees, particularly if enforcement is not effective. Stantec understands the relationship between merchants not wanting to alienate their customers with parking hassles and costs vs. enforcement practices that encourage lawful use of fair parking regulations.

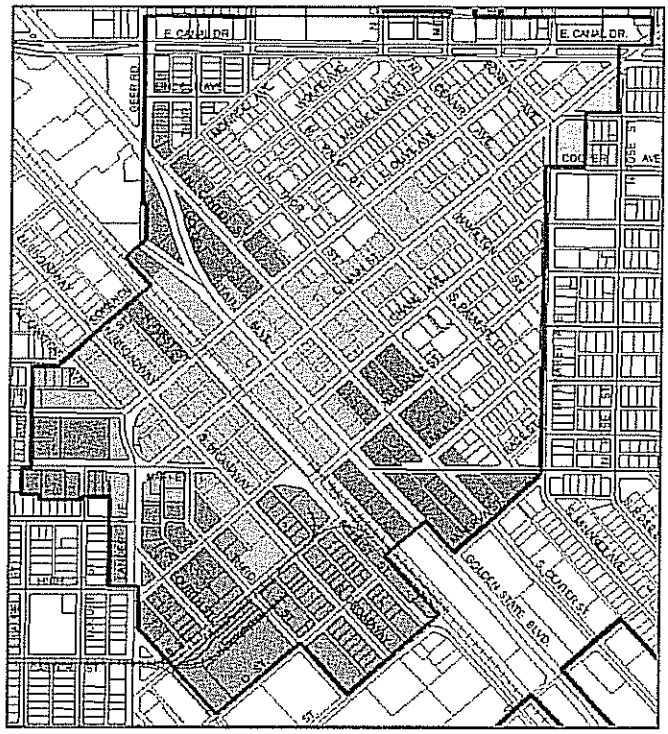


Exhibit I: Downtown Overlay Districts

Parking Occupancy or Utilization Surveys

Parking occupancy or utilization surveys show how well utilized various parking areas are at different times of the day. Stantec will conduct occupancy surveys of parking stalls on days to be determined and agreed upon. Based on our experience, it is anticipated that for downtown typically Fridays or Saturdays will be the busiest day of the week and the time period between about 11 a.m. and 2 p.m. might contain the busiest hour. For this study, Stantec recommends occupancy surveys to be conducted between the hours of 10:00 a.m. and 6:00 p.m. on a Friday and Saturday to capture the likely peak parking demand resulting from a mix of employees and customers. A sample of hourly parking utilization is shown below.

Stantec will work with the City in finalizing the study day(s) and periods prior to conducting the actual fieldwork. The results of the occupancy studies will be shown in both tabular and chart forms, with the charts portraying the locations of various levels of occupancy in colors.

Occupancy or utilization charts are useful in graphically illustrating the areas having the most parking congestion and those that have parking availability. An example of our study for the City of San Carlos is shown in Exhibits III.

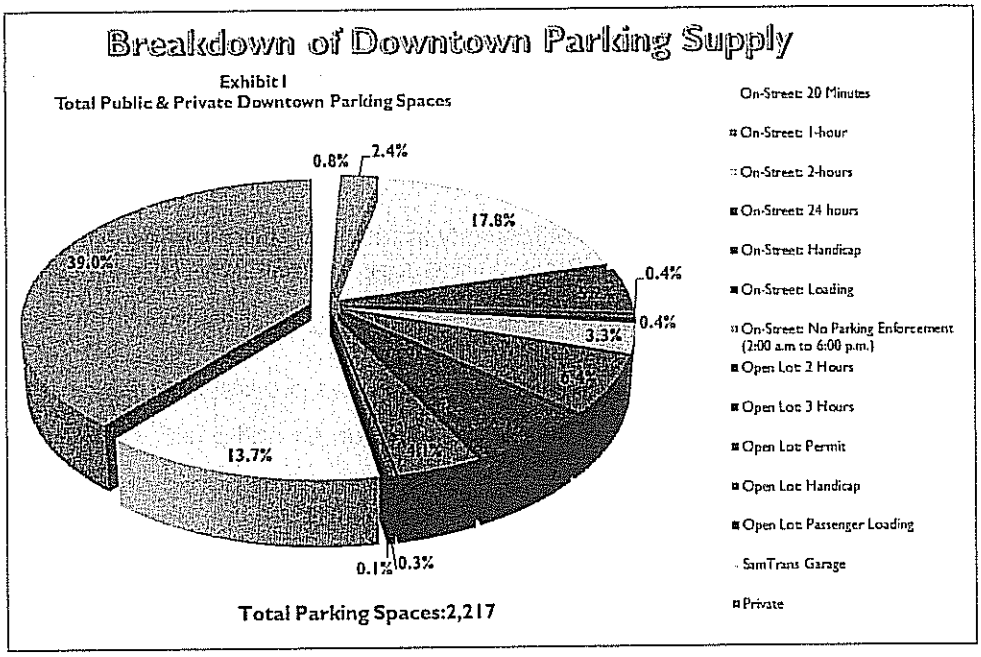


Exhibit II: Example Parking Inventory

The results of Task 2 will be an estimate of parking utilization by blocks for various downtown and residential streets as well as public and private parking lots. A calculation of utilized parking supply, by various types of spaces will be made to assess whether parking utilization is less than, equal to, or greater than available supply by generalized park types. Stantec will compare data collected for selected days.

When is Parking Considered Full?

When is a parking site considered full? That is one of the key questions to be answered. Parking deficiencies should be defined. For example, if there is a demand for 200 parking spaces serving peak parking durations (10 am to 6 pm), and we show only 150 spaces during that time period, the deficiency is at least 50 spaces.

Based on typical downtown parking situations, Stantec has found that off-street lots, with occupancies greater than 90 percent, should be considered "full," and on-street curb space occupancy greater than about 85 percent should also be considered "full." With higher occupancies, the search for parking adds a significant amount to localized traffic volumes, because with an average of 85 percent occupancy, curb parking may not be available for a couple of blocks. However, actual standards and criteria for the parks will be determined through meetings with City staff before application to the data and analysis.

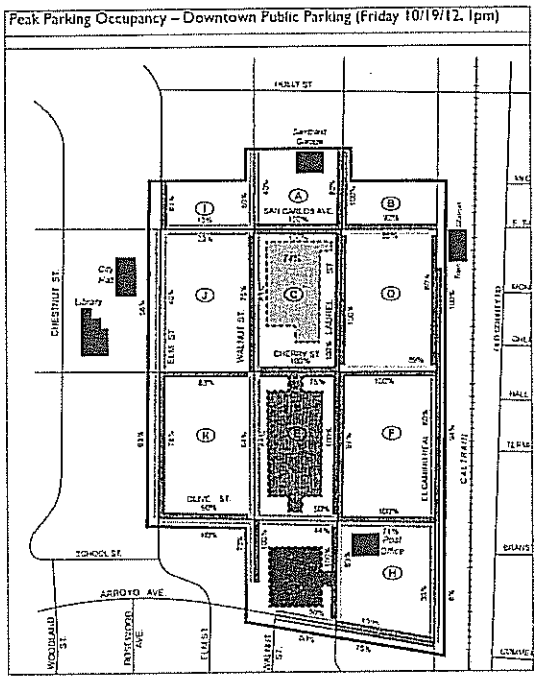


Exhibit III: Peak Hour Parking Occupancy

Parking Duration

Parking duration surveys could be used to determine how well the current fee system (per day versus hourly) compares with actual parking practices. Parking duration, or turnover, field surveys quantify the extent to which Downtown parking customers are overstaying time limits or

whether parking time limits are too long given how parking spaces are utilized. Occupancy data alone are not sufficient because such data only indicate how full the parking stalls are. Occupancy data simply represent a count of parked vehicles by hour and do not alone indicate how well (or how long) individual parking stalls are utilized. As appropriate, Stantec proposes an hourly duration survey on a Friday and Saturday to evaluate "hot spots" during afternoon and evening periods. The duration survey would be focused only on selected parking subareas in Downtown that are found to have high, all-day parking utilization based on the occupancy survey.

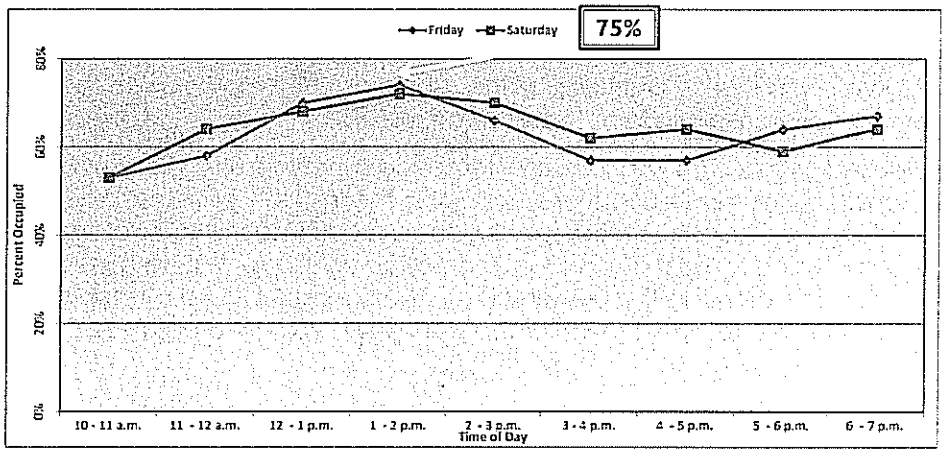


Exhibit IV: Hourly Parking Utilization

To be effective, it is recommended that hourly parking data be collected for typical commute and downtown peak periods of 10 AM to 2 PM (to be agreed upon as appropriate). At the conclusion of this task, the following questions would be answered:

- How well utilized are the on-street parking spaces? Barely used or fully utilized?
- How long are most of the key parking spaces used? That is the turnover rate – 2 hours, 4 hours or all day?

The answers to the above questions would have a bearing on the types of strategies to recommend creating turn-overs, locations and types of parking permits to issue.

Innovative Programs

In an effort to better manage scarce and highly sought downtown parking, several Bay Area cities have recently implemented cutting edge Silicon Valley Parking Technology. Some of these technologies are part of the Smart City program. Two technologies have been used by Bay Area cities including Palo Alto, Town of Los Gatos, City of Redwood City, City of Walnut Creek, Stanford University and San Carlos.

The VIMOC Landscape Computing solution uses in-pavement sensors to track parking occupancy. Data is transmitted to the cloud as-needed for use by data aggregators monetizes the data value to help the city reduce on-going operations costs. It has proven to be cost effective for city to implement the technology so that real time parking occupancy and duration is available 24/7. With the data, the City would be able to administer specific parking solutions for the targeted area. Our team is currently assisting some Bay Area cities to implement this technology.

Streetline's parking sensors are self-powered, rugged, completely wireless, and each sensor contains a sensing components and logic to manage the collection of data at the individual parking space. Streetline provides intelligence to see what is happening on your streets and in parking lots to make data-based decisions. The focus is on using parking analytics to enact information-based decisions that have a positive impact for motorists, downtown, quality of life and success of downtown business. We will take into consideration these potential applications for the project.

Deliverables: *Report of Parking Occupancy, Duration (as appropriate) and Vehicle Origin Information Survey*

Task 3 – Estimate Future Parking Demand (2032) & Land Use Options

Stantec will analyze existing land use information and proposed land uses in the General Plan to establish a basis for estimating growth in future parking demand in the Downtown Overlay Districts. We will apply appropriate parking generation rates to the increment of anticipated land use growth to determine the potential need for additional parking spaces within various Downtown Overlay Districts parking subareas. We will work with the City Planning staff to ensure we are using realistic land use projections.

Parking generation will be estimated using survey results and compared to data presented in standard industry publications, including the Institute of Transportation Engineer (ITE) publication Parking Generation, 4th Edition and the Urban Land Institute reference Shared Parking. Floor areas, typically used as parking generation variables, will be based upon estimates of floor space contained in the General Plan. The Shared Parking reference in particular takes into account the potential for reduced parking needs for future mixed use developments planned within the Downtown Overlay Districts.

Future demand will also be estimated for locations and blocks where new development is likely to occur. Stantec will work with City staff to determine the most likely 2032 planning horizon scenario, plus up to two additional scenarios. Stantec will develop future land use forecasts for the three scenarios. From the land use forecasts, the incremental development in the Downtown Overlay Districts area will be converted to increased parking demand.

As stated in the RFP, the following are some of the current challenges in the Downtown Overlay Districts:

- Downtown Core and Downtown Core Transition areas have a mix of restaurant and retail uses - currently the predominant area of parking concern
- The Transitional Commercial District - some areas that could see future development.
- Office Residential District - on-site parking requirements have limited the ability of some of the residential properties in this area from converting to office uses
- Industrial Residential District – Expansion in the Industrial areas that contain offices and industrial uses are limited because of on-site parking requirements and limited open space

Land Use	Units	Parking Demand Rates	Potential 1.0 Acre Parking Demand	Potential 10.0 Acre Parking
Residential [A]	DU	1.8	9	90
Residential [B]	DU	1.3	20	195
Office [C]	ksf GFA	2.8	43	427
Industrial	ksf GFA	0.7	18	183

Notes:
Based on City's General Plan.
A - Assumed low density residential
B - Assumed medium-density residential
C - Assumed office FAR of 0.35

Exhibit V: Various Parking Demand

Depending on the land use, some land uses could potentially generate much more trips per acre. For example, as shown in Exhibit V, based on the assumption in the Turlock General Plan an acre of medium density residential (15 DU) could generate a parking demand of approximately 20 vehicles during the peak hour while an acre of office use (FAR 0.35) could generate approximately 43. Cumulatively, 10 acres of office use could generate a parking demand of approximately 232 more parking demand than a medium residential development (427-195) as shown in Exhibit V.

Our Team will develop a comprehensive approach to addressing current and future parking demand in all of the Downtown areas where parking is a constraint. This would ensure the continued success and investment in the Downtown. Particularly, we will conduct a sensitivity analysis to determine at approximately what time frame associated with future land use might trigger a need for new parking since the new parking demand exceeds the existing parking supply. This is illustrated in Exhibit VI where a parking utilization threshold of 85% is considered "full".

Deliverables: Parking Inventory, Estimated Parking Demand, Color Map of Utilization

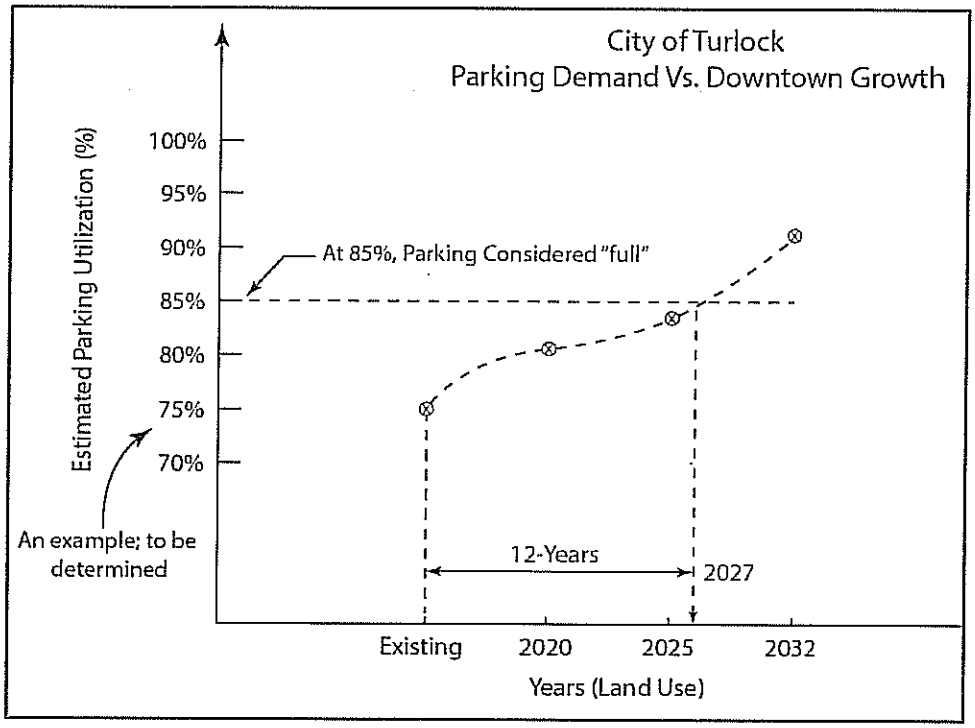


Exhibit VI: Estimated Parking Demand vs. Growth

Task 4 – Identify New Parking Supply and Review of Effective Programs & Policies

The increased demand will be related to nearby existing parking facilities in order to determine which lots and street sections will be affected by growth. In Task 2, we will have identified spot locations, or perhaps all of downtown parking supply, and regulations that are not optimum in terms of matching supply with demand. There may be locations where parking is underutilized and other locations where demand far exceeds existing supply. Stantec will identify the causes of these types of deficiencies, because once the causes are defined, it is easier to develop alternative improvements in response.

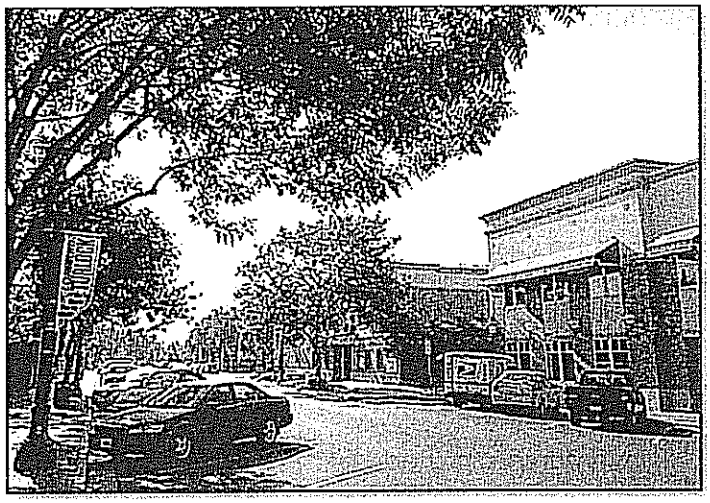
However, we will first evaluate opportunities for implementing parking demand strategies before determining the potential of expanding existing lots, acquiring new parcels in high-demand areas, providing a second level on key lots, or considering a parking structure. This task will involve a review of the full range of options available to provide additional parking that may be required to meet the current or anticipated demand for a given area. In coordination with the City staff and stakeholders, the Stantec/JR team will evaluate available options and sites for possible ways to increase the parking capacity.

Based on our experience, typically there are more parking vacancies on private parking lots. For example, in our study of many downtowns, it was generally shown that while downtown private parking lots could be less than 70 percent occupied during the peak hours whereas the public lots could be more than 85 percent occupied.

Stantec will explore opportunities for public/private partnerships for the most efficient use of available space. This will include review of types and locations of existing private lots and identify opportunities where existing supplies are underutilized based on results of occupancy survey in Task 3.

If current parking utilization shows a significant deficiency in available Downtown parking supply that cannot be addressed by other means, we will look at the potential for adding off-street supply, keeping in mind long term City plans for developing such supply.

The Stantec/JRPC team will prepare and conduct a parking structure site review and analysis based on the parking supply and demand analysis previously conducted. The parking demand analysis will provide a block by block analysis for parking space surplus and shortage analysis for the downtown area. This analysis will allow the team to identify concentrated areas where current and future parking demands and parking shortages are and where they may occur.



This review will allow the team to identify areas of need and areas which can be served by additional parking supply. In the areas of demand, parking sites will be identified as future parking facilities for conducting a detailed site analysis. The site analysis will include a matrix evaluation of each site identified and will include a detailed analysis of items such as:

- Accessibility
- Size and configuration of lot
- Proximity to demand generators
- Analysis of future development nodes
- Capacity of site
- Functional feasibility design capability
- Topography of site
- Parking inventory potential
- Projected cost per space of facility
- Timing and forecast for need of additional demand
- Geology of the site
- Management and operation analysis for site

The matrix will allow a rating for each site and will identify if a fatal flaw occurs for the rending the site as undevelopable. It no such flaw occurs then, each site will be analyzed for a second level review for determining the most feasible site for development and financing of a future parking structure. If more than one site results in being feasible for a parking structure, a final analysis will occur to rank the site in order of feasibility.

At each stage of the matrix analysis, City staff will be engaged to participate in a review to allow for local input and localized adjustment to the matrix results.

Continued maintenance of a parking garage

Preparing and providing a maintenance program for a proposed parking garage will include development of the daily, weekly, monthly and annual inspection criteria for identifying and resolving routine maintenance issues as they arise and as such extends the life of any facility as well as provided a progress analysis of more extended care items which can serve to keep short- and long-term maintenance needs to a minimum will minimal effect on the overall parking budget.

The project task will also entail identifying long term cost plans which allow the City to establish a deferred annual maintenance budget line item to create a reserve fund for payment of the large maintenance items that occur during the time frame after the parking facility has aged 10 or more years. Without proper planning for such items as concrete maintenance, equipment

replacement, lighting retrofits, stair, elevator and hardware replacement, parking facilities can accumulate large repair cost leaving the agency with an inability to make such repairs without issuing another round of debt for the repairs. To avoid such financing issues, a simple methodology of creating a line budget item to set aside annual funds for those future costs are appropriate. This task will assist the City is establishing the criteria for setting the fund amounts to be set aside for the major repair costs that will occur over the life cycle of a parking structure.

Review and Identification of Effective Programs & Policies

Stantec will conduct an evaluation of the current City parking policies. Stantec will recommend refinements to the current City code, which may include valet parking regulations, off-street parking standards, shared parking policies, and enforcement procedures/regulations. Following is a sample of the specific policy considerations to be reviewed:

Review City Policy – Stantec will review current parking policy relative to Downtown including any current permit and pass programs. Policies will be reviewed with consideration towards how to create parking for customers.

Review City Parking Management Practices – Stantec will review current City practices to manage parking in Downtown, including enforcement, administration, standards, programs, rates, and operations. This includes on-street enforcement and management and operation of City off-street garages and lots. Stantec will determine their current effectiveness, and evaluate potential changes to these strategies to modify current parking characteristics Downtown. At the same time, Stantec will review available best management practices (BMPs) in peer cities for parking administration and operations that have the potential to most efficiently utilize available City parking resources in the Downtown. Based on this thorough review, Stantec will determine the need to revise current operational and management practices and introduce new practices.

Deliverables: *The matrix analysis plan which details the site selection analysis. An analysis of parking structure cost and financing resources for the site(s) selected will be provided and Review of Effective Programs & Policies*

Task 5 – Financing & Funding Options

Stantec/JRPC team will work with City to develop financing options for increasing parking supply and funding parking.

When the final site is identified through this matrix development and review process, a construction cost estimate will be provided. This cost estimate will consider the projected size of the structure, levels of the structure, site constraints and other site associated constraints, if any are identified.

The cost for the annual operation of the parking structure will also be identified in concert with City staff and the availability of local resources and operational plans for the structure. These plans will consider in-house resources as well as other options such as a methodology for out-sourcing the operation and management of the structure.

Our team will review all financing mechanisms that have potential applicability for funding parking facilities in the Turlock Downtown parking analysis zone, including but not limited to: parking assessment districts, public-private partnerships, impact fee/reimbursement programs, infrastructure financing districts and a parking-in-lieu fee program. We will analyze the estimated costs of proposed parking facilities relative to the parking demand generated and calculate a relevant cost per unit for various existing and potential future land uses in the Downtown parking analysis zone. The cost per unit will provide a measure of parking benefit that will be captured through the proposed financing options.

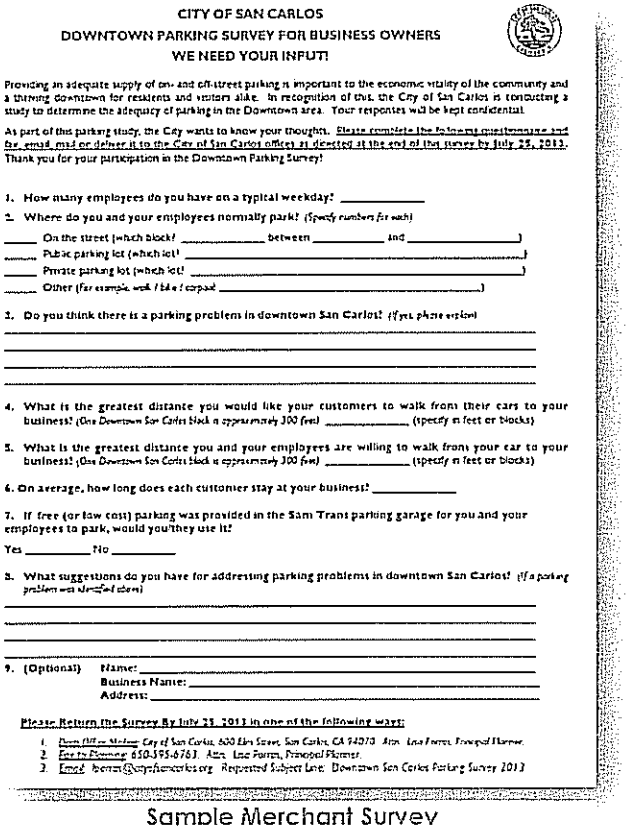
Deliverables: *Report on Potential Financing & Funding (costing methods and financial forecasting) Options*

Task 6 – Public Participation and Communication

In our past similar downtown parking studies, Stantec has found that stakeholder outreach early in the process leads to developing an effective parking plan. Under this task, the Stantec Team would:

a. Conduct meetings – Stantec will conduct up to three (3) public meetings which could include downtown stakeholders including the downtown property owners, business owners, Chamber of Commerce, and other stakeholders.

   Survey Stakeholders – Stantec will also design, distribute, collect and analyze a written survey to be distributed to all stakeholders to gain information on perceived parking issues, problems, needs and suggestions. In these surveys, Stantec would target two types of parking customers – all day employees and shoppers/diners. These are the two main types of parking in the downtown and, unless carefully regulated, compete for the same spaces. Stantec will review the survey instruments with City staff prior to distribution and proposes that the City, Downtown Association, or Chamber assist in their distribution and collection. Stantec will setup a survey with Survey Monkey online as well as conduct intercept survey in the downtown area. A sample is shown in Appendix B.



CITY OF SAN CARLOS
DOWNTOWN PARKING SURVEY FOR BUSINESS OWNERS
WE NEED YOUR INPUT!

Providing an adequate supply of on- and off-street parking is important to the economic vitality of the community and a thriving downtown for residents and visitors alike. In recognition of this, the City of San Carlos is conducting a study to determine the adequacy of parking in the Downtown area. Your responses will be kept confidential.

As part of this parking study, the City wants to know your thoughts. Please complete the following questionnaire and fax, email, mail or deliver it to the City of San Carlos offices as directed at the end of the survey by July 25, 2013. Thank you for your participation in the Downtown Parking Survey!

1. How many employees do you have on a typical weekday? _____
2. Where do you and your employees normally park? (Specify numbers for each)
   _____ On the street (which block? _____ between _____ and _____)
   _____ Public parking lot (which lot? _____)
   _____ Private parking lot (which lot? _____)
   _____ Other (for example, walk / bike / carpool _____)
3. Do you think there is a parking problem in downtown San Carlos? (If yes, please explain)
4. What is the greatest distance you would like your customers to walk from their cars to your business? (One Downtown San Carlos block is approximately 300 feet) _____ (specify in feet or blocks)
5. What is the greatest distance you and your employees are willing to walk from your car to your business? (One Downtown San Carlos block is approximately 300 feet) _____ (specify in feet or blocks)
6. On average, how long does each customer stay at your business? _____
7. If free (or low cost) parking was provided in the Sam Trans parking garage for you and your employees to park, would you/they use it?
   Yes _____ No _____
8. What suggestions do you have for addressing parking problems in downtown San Carlos? (If a parking problem was identified above)
9. (Optional) Name: _____
   Business Name: _____
   Address: _____

Please Return the Survey By July 25, 2013 in one of the following ways:

1. Drop Off or Mail to: City of San Carlos, 600 Elm Street, San Carlos, CA 94070 Attn: Lisa Porras, Principal Planner
2. Fax to Planning: 650-595-6783 Attn: Lisa Porras, Principal Planner
3. Email: lporras@cityofsancarlos.org Requested Subject Line: Downtown San Carlos Parking Survey 2013

Sample Merchant Survey

This will include setting up and maintain a ***Project website*** and ***Facebook Page***. Up to date information would be maintained to ensure freshness including:

- Project Summary
- Project timeline - list of key dates
- Copies of documents cleared for public access available for download
- Consultant contact information and
- Graphics any other materials or resources beneficial to the public

b. Check-in meeting prior to final presentation
c. One (1) presentation to the Planning Commission and two(2) meetings with the Turlock City Council.

Deliverables: *Conduct three (3) public workshops and up to three city official meetings, and administer project website and Facebook page*

Task 7 – Draft and Final Report

a. Administrative Draft. Stantec will prepare an administrative draft City of Turlock Downtown Parking Plan. It will describe and summarize the findings of Tasks 1 to 6 of this scope. It will detail existing conditions including inventory, occupancy, estimate future parking demand, financing/funding options, outreach meetings, and surveys; evaluations of parking SMART system and practices. The report will be fully illustrated with color figures and background tables.

b. Draft and Final. Stantec will prepare a draft Turlock Downtown Parking that incorporates responses to one round of non-conflicting comments from City staff and other appropriate parties on the administrative draft. Stantec will then create a final report responding to comments on the draft Plan. Stantec will meet with City staff and other parties during the review periods to ensure that all comments are fully addressed.

Deliverables: *Draft (30 copies) and Final Report (10 copies)*

6 Description of Sub-consultants

JR Parking Consultants

JR Parking Consultants provides a variety of consulting services to agencies and owners related to parking program planning and management – for a lot, facility or an entire parking program.

Services include development of parking management and operations plans, parking technology planning, parking enforcement programs, development of pay-parking programs for on-street and off-street systems, and financial feasibility and forecasting revenue and expenses for parking programs.

JR Parking has developed client programs from the simplest of parking programs to the most complex parking programs in the industry and begins a plan with a detailed understanding and analysis of existing programs. These plans serve to guide agencies to their next stage of parking program development successfully for community users and improved economics for agency downtowns.

All Traffic Data (ATD)

Founded in 1989, All Traffic Data (ATD) was established to deliver accurate and professional solutions to our client's traffic, transit and GIS/GPS data collection. ATD has over twenty years of successful operations that have established them as the largest, full service, traffic and transit data collection company on the west coast.

ATD has an outstanding team of 60 professional full time employees that will ensure the successful coordination and completion of your project. ATD is the largest and most experienced traffic data collection firm on the west coast. With local field crews in 10 major cities, including Sacramento, they can respond quickly to your project's needs. Their Northern California team includes five (5) full time supervisors, three (3) full time hose crews, and thirty (30) data collection technicians. ATD can leverage their experience and expertise to deliver accurate and timely data in a most professional manner. They are certified as an Emerging and Small Business Enterprise from the City of Sacramento and a Small Business Enterprise from the State of California.

New Technology

ATD prides itself in being at the forefront of technological change in the industry. In the past few years they have both created their own equipment or purchased over 200 pieces of new equipment. Some of their new systems include:

- Wavetronix - Wavetronix uses wave technology to collect ADT on freeways and large State Route roadways. Each Unit can collect up to 10 lanes of traffic.
- Video Capture Units - Our video units can be set up in 5 minutes and collect continuous video for over 24 hours. Videos can be delivered to the City or reviewed by our professional staff.

Stantec has teamed with ATD for many projects in the past 20 years including several on-going projects – Santa Clara County Parks parking occupancy, duration and payment compliance study, Union City Radar survey study.

7 Fee and Schedule Proposal

The proposed fee and schedule are shown below. It is an estimate and could be negotiable depending on specific adopted tasks in the overall scope of work.

Proposed Fee

	Downtown Turlock Parking Plan									
		Stantec						JR		
Tasks		Christopher T.	Paul M.	Joy B.	Joanna L.	Cordelia	Admin		Total Hours By Task	Total Cost By Task
	Hourly Rates	$211	$295	$246	$157	$160	$114	$195		
1	Kickoff Meeting/Coordination	10							10	$2,110
2	Establish Baseline Parking Utilization	16			24		2		42	$7,372
3	Est Future Parking Demand (2032) & LU Options	16			24		2	14	56	$10,102
4	Identify New Parking Supply & Policies	16		4	12	12		24	68	$12,844
5	Financing & Funding Options	16			4			21	41	$8,099
6	Public Participation, Meetings & Presenatation	56			8		20	5	89	$16,327
	- staff mtg, 3 pub mtg, 1 PC, 2 CC & website/FB							24		
7	Draft & Final Reports	32	4				6		42	$8,616
	Total Hours By Team Member	162	4	4	72	12	30	88	348	
	Total Cost By Team Member	$34,182	$1,180	$984	$11,304	$1,920	$3,420	$17,160		**$70,150**
	Other Direct Costs (Occupancy by ATD)									$6,700
	Other Direct Costs (travel)									$1,440
	Total									**$78,290**

Estimated Schedule

		Jan			Feb				Mar				Apr				May				Jun			
	Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	Kickoff Meeting																								
2	Establish Parking Utilization				◈																				
3	Est Future Parking Demand							◈																	
4	Identify New Parking Supply									◈															
5	Financing & Funding																								
6	Meetings & Presenatation																◈			◈	◈				
7	Draft & Final Reports																								

Note:
Meeting ◈

DIXON
RESOURCES UNLIMITED

2. Project Understanding & Methodology

As a result of both public improvements and private investments, the City of Turlock has created an attractive downtown area with a bustling core of pedestrian-oriented retail shopping and dining areas. As the City continues to plan for future growth, parking for employees, residents and visitors must be considered.

The parking study will focus on several areas to provide input into the final recommendations. Evaluating the existing parking condition of all five (5) zones while paying specific attention to the Downtown Core and Downtown Core transition areas will provide a true count of the current supply and how that parking is being utilized. Calculating future parking needs associated with various development scenarios will allow the City to make informed decisions to support the overall parking goals for the City. Recommendations to modify parking policies, improve infrastructure and address land uses will help ensure that the Parking Program efficiently supports the short and long term plans for the region.

Based upon the proposed scope of work, the Parking Study recommendations will help achieve the following objectives for the region:

- Optimize the existing parking supply in a way that benefits the regional development of the area
- Analyze future demand and identify potential issues and transit alternatives
- Provide insight on the feasibility of developing, operating and maintaining a parking structure

The DIXON approach to this study will start with clarifying the City's objectives (short-, medium- and long-term) and then developing a parking roadmap considering the end user experience and stakeholder feedback, with long-term planning, technology refresh and an incremental investment, phased approach which is consistent with our company's primary objectives.

Our team will be with the City during every step of the process and will make a priority of:

- Developing a customized study program that addresses the ongoing and future needs of Turlock
- Developing an open & transparent relationship with stakeholders; with ongoing review of commentary, data & feedback
- Providing consistent communication with the City and its stakeholders via a website and Facebook page

Dixon Resources Unlimited will develop a Downtown Parking Plan (the final report) tailored specifically for Turlock. This plan (or roadmap) will make it possible to manage, track and visualize parking operations. The Downtown Parking Plan will focus on five functional areas:

- Financial Analysis
- Operations
- Asset Management
- Workforce Management
- Maintenance

Each of these functional areas will provide a critical foundation for the development and future planning for the City's parking solution. An integral component of this foundation is to implement a decision support system that provides the City with a robust and reliable plan that provides modularity and flexible solutions that can grow and expand with the City's evolving needs.

Our approach will introduce a roadmap plan that will allow for incremental investments as demand for parking in different areas grows and becomes evident. We will provide guidance to ensure that the operational solutions incorporate open design standards that can be scaled to the City and adapted for special events or redevelopment areas. The entire solution will always consider the end user experience and the overall accountability of the parking system. Based upon the data collected and industry comparisons, DIXON will also provide recommendations on ways to develop more parking options along with other parking alternatives. We will provide a financial analysis of potential financial impacts and identify revenue to recover costs.

Project Management

Given the extended project timeframe (Winter thru Summer), Project Management will be a critical part of this project and is a key focus of the DIXON Team approach. The DIXON Team will work closely with the City staff to create a mutually agreeable timeline that identifies milestones for each project task. These detailed tasks will result in the delivery of high quality, on-time, and on-budget project deliverables. The Team values timeliness and works diligently to maintain a responsive and attentive project management plan, resulting in a well-run efficient project that meets the City's goals.

The milestones proposed in the project schedule will be reviewed with the City and DIXON will deliver within that timing, utilizing our well established project management capabilities and Six Sigma approach. All meetings on the proposed schedule will include a site visit by the Consulting Team, unless designated as a teleconference. We will have a team member on-site for every critical meeting.

Parking Steering Committee

A Parking Steering Committee (PSC), which will consist of key City of Turlock staff members, will be established to work closely with the DIXON Team in order to provide continuity of input into all tasks of the study including the kick-off, stakeholder input/workshops, and review of the draft study. Effective project management and open communication are vital to our success. DIXON will work closely with the PSC to create a mutually agreeable timeline that confirms milestones for each project task. The success of this project should be owned by each member of the PSC and we will work to create a team culture with open and honest lines of communication from the start to ensure that we can work well together to deliver on each task while effectively working through any issues that arise.

Project Kick-off

The Project Kick-off is a critical phase since it will set the tone for the success of the project. We will establish a partnership where both the Team and the City will work together towards shared goals. This phase include the transfer of all relevant data to the team that will assist us with the project including but not limited to prior parking-related studies and the City's existing parking management strategies, including general discussions regarding the current state of operations and overall City objectives for the long-, mid- and short-term.

There would be an initial teleconference with the City's designated manager to prioritize objectives and tasks, finalize schedule, request background data and finalize the Parking Steering Committee. The DIXON Team will then review and conduct an initial analysis of the data in preparation of the first site visit and official kick-off meeting.

The kick-off meeting will include the DIXON Team and the Parking Steering Committee. The meeting introduces the project team and each member's role in preparing the plan. This meeting will allow the team to review the approach to the project, make any final adjustments to the scope, obtain background and local agency culture and history, and allow for any adjustments or impacts to the schedule. In addition, refining the approach with the stakeholders will be completed in advance of the stakeholders meetings. DIXON will prepare and distribute an agenda and minutes for the kick-off meeting.

Review of Existing Data

The DIXON Team will review and summarize all relevant data from the City including all prior parking-related studies, the City's existing parking management strategies, land use designations, overall City objectives for the long-, mid- and short-term, and parking inventory.

Status Update Meetings

Beyond the Project Kick-off Meeting, DIXON will hold regularly scheduled project management conference calls with the City's designated project manager to provide an update on the status of the work effort and work through any issues that may arise. DIXON will prepare and distribute minutes for each meeting.

Community and Stakeholder Input

One of the key requirements outlined within the RFP is community engagement and stakeholder feedback. This is a particular specialty of the DIXON Team. In order to develop an effective strategic plan for the region, it is imperative to engage the various community groups identified. Community and Stakeholder input is a critical part of this parking study and coordination will be critical for both inputs into the process and also buy-in on the recommendations and incremental changes that will ensue. Involving the Turlock community in the Parking Study will significantly improve both our combined success. The Team will take a leadership role in establishing a public involvement strategy which will ensure inclusion and transparency and involve a broad range of stakeholders and public to learn the

people's perception of parking in the area. Part of this strategy will be to combine the community involvement with the collection of parking demand by user type, interviews and surveys. This approach will provide for a consolidation of input into the parking program.

A carefully managed Community Engagement Plan will be created in order to prioritize and capture input. Initially, individual and group meetings will be held with each community group. DIXON has budgeted for 3 public stakeholder meetings and will work with the PSC to develop a project schedule for these meetings. DIXON will lead these discussions and prepare and distribute an agenda and minutes for each meeting. Stakeholder feedback will be critical for an effective and viable Downtown Parking Plan.

Project Website and Facebook Page

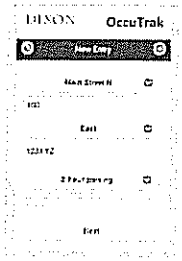
In addition to the meetings and workshops, DIXON will create and maintain a website and Facebook page to help solicit feedback from the public. Both of these sites will be updated regularly and will contain relevant information such as a summary of the project, a description of the steps taken thus far, a list of key dates, copies of documents cleared for public access (available for download) and contact information. Furthermore, DIXON is prepared to offer the city the option to include a survey on the website to facilitate additional data collection from the public including public perceptions of parking in the City of Turlock.

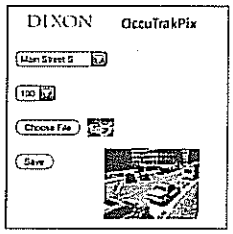
Data Collection Plan

In order to quantify the surplus and deficient parking, DIXON will provide a thorough assessment of the City's parking that will provide the information necessary to provide effective recommendations for the current and project future parking needs. DIXON team will utilize a variety of customized tools to conduct occupancy and turnover surveys within the Downtown Overlay Districts.

For the data collection activity in Turlock, DIXON is proposing utilizing up to five (5) data collectors with the tools described herein to analyze the study area during an 8 hour time period for two days each of two (2) consecutive months (4 data collection days total). The exact study times, days of the week and specific data collection routes would be identified in collaboration with the City and the final schedule would be mutually agreed upon by DIXON and the City. These services are reflected in DIXON's pricing proposal.

OccuTrak is a proprietary, customized parking occupancy data collection tool that was developed by DIXON specifically for this type of Parking Study. This will be the primary data collection tool utilized in order to identify and define the parking trends throughout the field survey of parking utilization and turnover. The mobile phone application captures the time, license plate and location of each car parked within the study area.





DIXON has also developed a secondary optical phone application tool (OccuTrakPix) that is used to validate the collected data. Similar to our TBOPs technology, images of the parking area are recorded to further capture occupancy/turnover, vehicle type, and object status. The value of the data is quite significant when working with the City and key stakeholders to make informed decisions and recommendations for the area. Each of these tools were dev eloped by DIXON and have been very effective with a number of our previous parking studies, including Downey, CA, Hendersonville, NC and Salt Lake City, UT.

Both of the phone application data collection tools are included within our pricing proposal. The data collection hours vary by pricing proposal and, in both cases, the field evaluation timeframes and data collection day would be subject to final approval by the City. In most cases, occupancy and utilization data is collected every 3 hours along a designated field assessment route.

For your reference, we have included an example of the summary results from our data collection activities that include the types of data outputs that OccuTrak and OccuTrakPix can produce.

Figure 1

Inventory			Average Occupancy October Visit				Average Occupancy September Visit			
Street	Orientation	# of Spaces	Morning	Afternoon	Evening	Total	Morning	Afternoon	Evening	Total
Main Street N	100 E	11	7%	[illegible]	[illegible]	60%	14%	[illegible]	[illegible]	58%
	100 W	9	22%	[illegible]	[illegible]	61%	61%	[illegible]	[illegible]	74%
	200 E	11	9%	[illegible]	[illegible]	58%	36%	[illegible]	[illegible]	61%
	200 W	11	32%	[illegible]	[illegible]	69%	41%	[illegible]	[illegible]	67%
	300 E	11	80%	[illegible]	[illegible]	[illegible]	55%	[illegible]	[illegible]	67%
	300 W	9	75%	[illegible]	[illegible]	[illegible]	78%	[illegible]	[illegible]	76%
	400 E	11	25%	[illegible]	[illegible]	64%	23%	[illegible]	[illegible]	52%
	400 W	11	18%	[illegible]	[illegible]	58%	14%	[illegible]	[illegible]	52%
	500 E	11	50%	[illegible]	[illegible]	66%	27%	45%	73%	45%
	500 W	10	38%	[illegible]	78%	61%	25%	70%	[illegible]	48%
	600 E	6	13%	56%	42%	32%	0%	0%	0%	0%
	600 W	3	0%	67%	33%	28%	0%	0%	0%	0%
Main Street S	100 E	4	38%	[illegible]	[illegible]	65%	63%	0%	50%	46%
	100 W	10	20%	[illegible]	[illegible]	63%	60%	[illegible]	63%	52%

Figure 1 illustrates the data collected from a DIXON customer yielding results that exhibited the parking occupancy levels on "Main Street" and the "Avenue 100 blocks". Both Main Street were and the Avenue 100 blocks were found to be operating at average peak occupancy rates of 95% or greater during the afternoon lunch rush. Main Street specifically was operating at an average of 90% occupancy during both the afternoon and evening data collection sessions. The morning observations were less impactful within all areas of Main Street and the Avenues.

Demand by User Type

One of the first steps of addressing the parking demand and any deficit in parking that may exist is to review all of the existing parking supply locations. This will insure that each location is properly designed to provide maximized parking efficiency and traffic flow while also providing user comfort and

convenience. It is important to understand the user of each parking area as it relates to long-term (employee) versus short-term (retail patrons) parking needs. Each user will need to be considered, for example, an employee parks his/her car and it stays parked for a good part of the day where the retail patrons' parking use is more of a quicker in and out. Therefore, the retail patron's parking space needs to be more gracious to allow for high turnover of that space. Another key consideration must be residents. Because of the unique location, area design and regional popularity, parking impacts on the residential areas must be evaluated and short and long term planning must be considerate of the neighborhoods. This was a particular concern with the DIXON recommended improvements to the Corona Del Mar State Beach in Newport Beach. This area (cove) is surrounded by residence, all parking and transportation decisions for this location had to be considerate of the neighboring community.

There are several current resources which could be leveraged to make the management of parking in the City much more effective. Recommendations shall be designed to preserve or increase (or create) parking revenues generated by the City's parking facilities, while addressing community needs, as determined by the Stakeholder feedback. DIXON will develop and propose applicable alternative approaches to current parking strategies and practices based on its knowledge of best practices in other cities, experience in management of downtown parking systems and expertise with land-use planning and functional design of parking resources, including shared parking, valet services and alternative parking strategies.

Parking Garage Assessment

In order to prepare for growth projections of the Downtown Core of Turlock with a 2032 planning horizon in mind, DIXON will look at the feasibility of the development and continued operation and maintenance of a parking garage. DIXON will analyze the timing of this project providing recommendations on where, within the City of Turlock Parking Roadmap, this project will fall. In accordance with the bid specification, DIXON will provide the approximate size, location, construction and operation information needed to ensure this structure is a feasible option for the city.

In addition to our project references, there were two recent projects that were particularly relevant to the support needed for the Turlock garage assessment. Although each project is unique, comparisons can be drawn from both in analyzing DIXON's ability to forecast, assess and analyze garage operations.

DIXON completed a complete operation and technology assessment for the Convention Center operator for the City of Albuquerque, NM and Ontario, CA. Ontario had a pay on entry, attendant supported solution. On a typical event day, the traffic back up would cause congestion and impact the freeway access. Additionally, the current technology solution (or lack thereof) had minimal revenue accountability and there were no accurate counting methods. The facility was often oversold resulting in significant traffic hazards, leaving a negative impression on the patron's experience. Lastly, when the facility is unattended, parking is free. The project goals were:

- No lines or back up onto City streets

- Decrease transaction time (Easy In / Fast Out)
- Provide a Customer-Friendly Experience
- Flexible Solution, including portable handheld payment
- Capture & Maximize Revenue, minimize leakage
- Brand Identification & Marketing

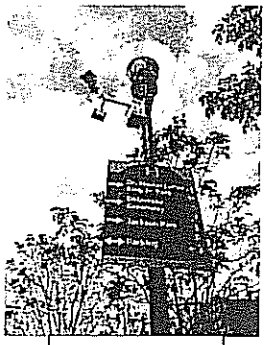
As a result of the facility assessment, a technology upgrade has occurred that resulted in automating the access control system supported by integration with a Wayfinding solution that incorporates a variety of free parking guidance applications and, soon to be installed, directional headstones that will not only highlight the facility entrances, but also provide occupancy availability. An additional feature that was identified and implemented was a handheld tool that can be used for special events and concerts. This hardware provide a level of revenue and transaction accountability in addition to the flexibility and adaptability needed to accommodate large scale events.

A similar approach was supported for the Albuquerque Convention Center Garage. Parking is the first and last experience for the majority of the patrons visiting the Albuquerque Convention Center. The entity needed a flexible solution that could be adapted for events and conferences, but more importantly, our assessment identified the opportunity to automate and provide a 24/7 parking facility that was accessible to the Downtown area. Due to the Convention Center, the garage was already being monitored, therefore, other than the equipment upgrade, support costs were negligible. As a result of the automation, along with some other Wayfinding/branding and signage improvements, revenue has already increased. As a result of this effort, the City of Albuquerque retained DIXON to complete an audit and assessment of all City-owned garage and surface lots. DIXON recently submitted the draft report for City review.

Value Added (Optional) Services - TBOPS

In order to quantify the surplus and deficient parking, DIXON will provide a thorough assessment of the City's parking that will provide the information necessary to provide effective recommendations for the current and project future parking needs. DIXON team will utilize a variety of customized tools to conduct occupancy and turnover surveys. One of the optional tools offered to the City includes the Temporary Battery Operated Parking System (TBOPS). TBOPS is an optical-based integrated software evaluation tool which provides a flexible analytical instrument with an unprecedented understanding and overview of the activities and users of the City's parking assets. The TBOPS provides a vast and unique set of data, which is searchable at any time, allowing for review and comparison of all data collected and provides the ability to view images for demonstration of results for key stakeholders and decision makers. The evaluation shall include peak hour assessments, utilization and turnover analysis for both high and low use days.

The TBOPS has the capability to capture the following data sets:


TBOPS Unit

- Occupancy/Turnover – The TBOPS delivers ultra-high accuracy occupancy status. This accurate detection combined with vehicle type provides the ability to truly understand the occupancy and turnover (or transition) characteristics of your City streets and parking lots.
- Same Vehicle / Object Status – TBOPS can accurately and reliably determine if the vehicle or object is the same vehicle or object over time which allows for the ability to accurately determine length of stay.
- Vehicle Type – TBOPS can detect multiple vehicle types including motorcycles, autos and commercial vehicles and companies (Fed Ex, UPS etc.) This allows for the efficient and effective management of loading zones and other parking events.

The TBOPS has proven to be a reliable tool for several municipal operations to evaluate occupancy and space availability. TBOPS is a discretely mounted camera which will capture real-time data within the study area. DIXON will be able to identify the most accurate parking utilization results. The TBOPS is a programmable tool that can be scheduled to operate during the designated study hours for both on and off street locations. The volume and value of the TBOPS data will provide substantial information to formulate policy recommendations.

If this option is selected, DIXON will use the TBOPS to conduct detailed parking supply and demand studies in the study area throughout a designated timeframe. The data collection will be supported by on site assessment, evaluating opportunities for parking management and determining opportunities for future land use mixes. DIXON will perform a detailed analysis and prepare relevant spreadsheets by address and street block.

Value Added (Optional) Services - AppJockey

AppJockey is an enterprise wide maintenance, collection and asset tracking system that was designed and customized by DIXON for municipal parking and transportation programs. It is a management solution that provides remote field access, low cost data entry and accessible records management, regardless of the type of technology used in the field. AppJockey was developed specifically for municipalities to centralize the management and reporting of their parking and transportation operations. Based upon our experience working with (and for) various agencies, there are typically a hybrid of different technology and hardware solutions deployed throughout a single operation. AppJockey provides the opportunity to integrate the infrastructure into a single point of contact – one location for reporting and management of the operation. Whether using mechanical or smart parking meters, antiquated garage equipment, tracking sign inventory or managing spare parts, the objective of AppJockey is to receive and report real-time maintenance, asset tracking, and collection tracking from the respective vendor systems operated

by the City. AppJockey provides a number of specialized solutions to support the operational needs of a municipality, including but not limited to:

- A centralized reporting and performance analysis for all of the City's parking assets, including the following information categories: financial, asset status, equipment outages, parking transactions and maintenance events
- A management-level dashboard system that displays overview data by category and geographic orientation. The system provides drill-down capability for data evaluation.
- Work order and work completed features for field maintenance, shop maintenance, and collection maintenance operations.
- The ability to track and manage the inventory stock on hand and the parts that should be carried with the automation of work codes, workflow, distribution, and the usage of inventory.
- The ability to track and manage collection events and assets, including cash boxes.

A number of cities, including the San Francisco Municipal Transportation Agency, have successfully deployed AppJockey and are currently expanding the service profile into other divisions within their operation. AppJockey is an optional, value added service that is available for the City's consideration.

Final Report (Downtown Parking Plan)

DIXON will prepare a Downtown Parking Plan that documents the overall process, data collected, research and analysis performed, report and present recommendations; including a strategic parking management action plan with specific goals and action plans for immediate (6 month to 1-2 years), short-term (3-5 years), and long-term (6-10 years). The final report may consist of approved technical memoranda delivered throughout the study process. The Community Engagement Plan will be a critical element of the Final Report and a summary of public comments received from the various meetings and website questionnaire will be detailed within this document. The consideration of alternative solutions along with the cost impacts and feasibility of implementation will be incorporated with any viable transportation solutions that can have an impact on the potential growth of the region. DIXON will present the Downtown Parking Plan with the PSC at a designated City Council meeting and will be prepared to answer questions and support staff throughout the process.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $76,351 TO ACCOUNT NUMBER 305-40-442.43055_006 "CONSULTANT – DOWNTOWN PARKING PLAN" TO BE FUNDED FROM UNAPPROPRIATED RESERVES IN FUND 305, DIVISION 442 "CFF – ADMIN PROJECTS"	**RESOLUTION NO. 2015-**

WHEREAS, the Mayor and City Council Policy Goals and Implementation Plan identified preparing a Downtown Parking Plan to identify the strategies, infrastructure improvements, and funding needed to increase the supply of parking in the downtown as an action item to implement the Policy Goal of "Intelligent, Planned, and Managed Growth"; and

WHEREAS, on September 26, 2015, the City of Turlock advertised Bid #15-332, which solicited proposals from professional consultants for a Downtown Turlock Parking Plan; and

WHEREAS, on October 30, 2015, City staff received three proposals from qualified consultants and after review by the Downtown Parking Plan advisory group have unanimously recommended the selection of TJKM Transportation Consultants, as the most qualified consultant to complete the project objectives; and

WHEREAS, sufficient funding exists within Fund 305, Division 442 "CFF - Admin Projects Reserve" to fund the specified project; and

WHEREAS, the City is seeking to appropriate funds to pay for the preparation of the plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $76,351 to account number 305-40-442.4305_006 "Consultant-Downtown Parking Plan" to be funded from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" for the preparation of a Downtown Parking Plan.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5 K

Council Synopsis

December 8, 2015

From: Michael Cooke, Director of Municipal Services

Prepared by: Betty Gonzalez & Larry Gilley
Presented by: Michael Cooke

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of two (2) 2016 ¾ Ton Standard Cab 2WD Pickup Trucks with Utility Body and Whelen Light Bar Liberty Series for Municipal Services Department from Towne Ford Sales of Redwood City, California, in an amount not to exceed $65,293

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to purchase two (2) ¾ Ton Standard Cab 2WD Pickup Trucks with Utility Body, awarded from Towne Ford Sales of Redwood City, California, the only 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 two (2) ¾ Ton Standard Cab 2WD Pickup Trucks with Utility Body on Request for Proposal (RFP) 15-334 by publishing the formal bid notice in the local newspaper, the City's website and at City Hall bulletin board and contacting potential bidders by fax or email. Six (6) vendors were solicited and three (3) were local vendors within the City limits that did not submit a bid. Only one (1) vendor submitted a bid.

Staff has identified the need to increase the fleet with two (2) additional pickup trucks assigned to the Municipal Services Department because of the increased work associated with maintaining nineteen thousand (19,000) new water meters and the increased collections system work needed to keep our system in compliance with State standards. Two trucks are required to keep water and collections tools and equipment separated so that neither is compromised and/or contaminated.

Bid Summary:

1)	Towne Ford Sales of Redwood City, CA	$65,293
2)	Smith Chevrolet of Turlock, CA	No Bid response
3)	Bonander Trucks of Turlock, CA	No Bid response
4)	Turlock Auto Plaza of Turlock, CA	No Bid response
5)	Price Ford of Turlock, CA	No Bid response

6) Heritage Ford of Modesto, CA No Bid response

3. BASIS FOR RECOMMENDATION:

Staff is requesting an authorization from the City Council to approve the purchase of the two (2) vehicles from Towne Ford Sales of Redwood City, meeting all the requirements and specifications, in an amount not to exceed $65,293.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Items:

5. Plan, review and update the Capital Improvement Plan (CIP) and the Equipment Replacement Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $65,293

Budget Amendment: 506-00-000-222.51020

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the purchase of the additional vehicles, however, staff does not recommend this as an alternative because the increase of responsibilities and lack of equipment would delay the level of services.

B. Council could authorize City staff to waive any informality and award it to the lowest bidder.

EXHIBIT B

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFB 15-334

BID DUE DATE: OCTOBER 22, 2015 BEFORE 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

TWO (2) 3/4 TON STANDARD CAB 2WD PICKUP WITH UTILITY BODY
CURRENT YEAR MODEL

1) **Return original bid to:** **City of Turlock**
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company Name: TOWNE FORD SALES	
By (Person Submitting Bid) (Print)	
By (Person Submitting Bid): (Signature)	
Title of Person Submitting Bid:	
Business Address, City and State, Zip: 1601 El Camino Real, Redwood City 94063	
Telephone Number:	Fax Number:
Date:	E-Mail Address:

FAILURE TO FURNISH TWO (2) "INKED" SIGNED ORIGINAL BID DOCUMENTS, PLUS TWO (2) COPIES OF THE SIGNED ORIGINAL BID DOCUMENTS WILL RESULT IN DISQUALIFICATION.

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Two (2) 3/4 Ton Standard Cab 2WD Pickup with Utility Body dated October 22, 2015, at the prices indicated herein.

PRICING SCHEDULE

Description	Qty	Unit	Unit Price	Extended Price
Current Year ¾ Ton Standard Cab 2WD Pickup with Utility Body				
¾ Ton Standard Cab 2 WD Pickup with Utility Body	2	EA	$ 25,518.00	$ 51,036.00
Whelen Light Bar Liberty Series SX8 (amber) with optional built in LED traffic advisor, all controls and power supplies required, shall be installed and light bar traffic advisor shall be fully functional. (roof mounted)	2	EA	$ 4600.00	$ 9200.00
Extra Keys (3 sets per vehicle)	6	Set	$ 0	$ 0
Manual Shop (CD/DVD/USB Drive) 2 per vehicle	4	EA	150.00	600.00
Tire Recycle Fee (1 lot per vehicle)			8.75	17.50
Doc Fee	2	EA	$ 0	$ 0
Subtotal	$ 60,853.50			
Sales Tax (7.625%)	$ 4638.75			
Total Price	$ 65292.25			/Total
State Manufacturer Make/Model	2016 Ford F250			/Make/Model
Delivery date ARO	150 DAYS			/ARO

All prices are to be F.O.B. destination, TURLOCK, CA. Any freight/delivery charges are to be included.

The above stated pricing is net to the City, exclusive of Federal excise tax, California State, Local, Sales and Use tax.

The above stated pricing is subject to 0 percent (____ %) cash discount if invoice is paid ____ days after acceptance of equipment. Terms of less than ten (10) days will be considered as net.

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes ☐ No ☐
If yes, number: _____

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies? Yes ☐ No ☐

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO._____, _____, _____.

Terms
California State Sales Tax @ 7.625% will be added at time of purchase.

Nondiscrimination Clause

a) 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 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 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.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts 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.

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 Seller'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._____ Expiration Date: _____

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.

TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

Company Name

Signature of Authorized Representative

94-1234570

Federal Tax ID Number

CNGP530 VEHICLE ORDER CONFIRMATION 10/21/15 16:04:03
==> Dealer: F72111
2016 F-SERIES SD Page: 1 of 1
Order No: 0000 Priority: M1 Ord FIN: QB278 Order Type: 5B Price Level: 635
Ord Code: 600A Cust/Flt Name: TURLOCK PO Number:

		RETAIL	DLR INV
F2A	F250 4X2 SD R/C	$32385	$29876.00
	137" WHEELBASE		
Z1	OXFORD WHITE		
A	VNYL 40/20/40		
S	STEEL		
600A	PREF EQUIP PKG		
	.XL TRIM		
	.TRAILER TOW PKG		
572	.AIR CONDITIONER	NC	NC
	.AM/FM STER/CLK		
996	.6.2L EFI V8 ENG	NC	NC
44P	6-SPD AUTOMATIC	NC	NC
TBK	.LT245 BSW AS 17		
X37	3.73 REG AXLE	NC	NC
66D	LESS PICKUP BOX	(625)	(564.00)

		RETAIL	DLR INV
	JOB #1 BUILD		
	10000# GVWR PKG		
425	50 STATE EMISS	NC	NC
512	SPARE TIRE/WHL2 JACK	295	267.00
	SP DLR ACCT ADJ		(1283.00)
	SP FLT ACCT CR		(401.00)
	FUEL CHARGE		14.22
B4A	NET INV FLT OPT	NC	7.00
	DEST AND DELIV	1195	1195.00
TOTAL	BASE AND OPTIONS	33250	29111.22
TOTAL		33250	29111.22

THIS IS NOT AN INVOICE

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC07851
fmcdealr@fltlaptop2
Oct 21, 2015 1:07:02 PM

TOWNE FORD SALES
1601 El Camino Real
Redwood City, CA 94063

Western Truck Fabrication, Inc.

1923 West Winton Avenue
Hayward, CA 94545
Phone: 510-785-9994 Fax: 510-785-9986
email: sales@westerntruckfab.com www.westerntruckfab.com

MANUFACTURES OF TRUCK BODIES AND EQUIPMENT

Quotation

Date 10/21/2015
Quote # **62297**
WTF Rep: Mark

Customer Name / Address
TOWNE FORD
1601 EL CAMINO REAL
REDWOOD CITY, CA 94063

End User's Name

Vehicle Ye... 2016 FORD
Vehicle Mo... F250
W.B.
C.A. 56" SRW

Sales Rep CHIP
Customer Phone

Qty	Description
2	**FURNISH AND INSTALL TWO (2) WESTERN TRUCK FAB MODEL 987938-CV SERVICE BODY** **REFERENCE CITY OF TURLOCK BID #15-334** **98" LONG, 79" WIDE, 38" TALL, 49" FLOOR WIDTH, 15" DEEP COMPARTMENTS** **CLOSED TOP** **VERTICAL DOOR CONFIGURATION** **REAR STEP BUMPER** **LED TAIL LIGHTS** **UNDERSEALED AND PAINTED WHITE TO MATCH CAB** **OPTION ADD FOR WHELEN LIBERTY LIGHTBAR SERIES SX8 (AMBER) WITH TRAFFIC ADVISOR,PRICE IF TWO UNITS $9200.00**

PLEASE REVIEW AND READ QUOTE CAREFULLY.
UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986
SPECIAL ORDERS ARE NON RETURNABLE AND NON REFUNDABLE.
ALL RETURNED PARTS ARE SUBJECT TO A 25% RESTOCKING FEE.

Accepted By:_____
Date: _____
P.O.# _____
VIN# _____ Stock#_____

THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE OF CREATION.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS JOB

Subtotal	**$11,900.00**
Sales Tax (0.00)	**$0.00**
Total	**$11,900.00**

****NOT RESPONSIBLE FOR LOST OR MISSING EQUIPMENT****

5L

Council Synopsis

December 8, 2015

From: Michael I. Cooke, Municipal Services Director

Prepared by: Beth Morgan, Accounting Technician/Finance

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an Industrial Hauler Business License for Modesto Garbage Co., Inc., in accordance with Section 6-3-209 of the Turlock Municipal Code

2. DISCUSSION OF ISSUE:

Modesto Garbage Co., Inc., has submitted an application to become a non-exclusive industrial refuse hauler within the City of Turlock. While Turlock Scavenger has an exclusive right to haul residential solid waste, industrial solid waste may be hauled by any qualified contractor or licensee pursuant to Turlock Municipal Code (TMC) section 6-3-209(a) "The collection, removal, and disposal of all waste and industrial refuse may be performed by the City or by a person or persons pursuant to a franchise contract or license with the City, and no other person shall engage in such business unless a franchise contract or license is issued to do so by the city council."

"License" is defined in Section 6-3-02(j) of the TMC to mean "...a City of Turlock business license or other such license as required by the City Council."

"Industrial refuse" is defined in Section 6-3-02(i) of the TMC to mean "...refuse produced by a person principally engaged in the business of growing, processing, or manufacturing agricultural, animal, or other products or materials whose principal outlet for such products is wholesale rather than retail; is collected by a licensee from a container whose volume equals or exceed ten (10) cubic yards; and refuse produced by any person engaged in the business of building construction or demolition."

The applicant has been provided with a copy of Turlock Municipal Code chapter 6-3 so that they are aware of the type of hauling that is allowable as an "industrial hauler" and they have assured staff that they understand the limitations of this type of hauling. Modesto Garbage Co., Inc., will be principally engaged in hauling construction and demolition waste in Turlock.

City Staff has also explained to the applicant that all industrial haulers are required to pay to the City 15% of gross receipts on business originating within the City.

3. BASIS FOR RECOMMENDATION:

The Turlock Municipal Code indicates that Council shall consider the credentials, reputation and practices of the applicant when considering whether or not to approve the application. Based on inquiries of other agencies within Stanislaus County, staff has learned that Modesto Garbage Co., Inc., is a company desiring to expand their business into the Stanislaus County market. Their main offices are in Atwater, CA. They are requesting to work through Home Depot under the "Bagster-Dumpster in a Bag" Waste Management market. The City of Turlock has granted an Industrial Refuse Collection Permits in the past to Advance Disposal, Inc., on April 26, 2005, and Central Valley Clean Up, Inc., on March 26, 2013.

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
1. Retain, attract and expand existing businesses

Action Item:
1. Maintain and build new relationships with the commercial business sector

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
At this time, staff is unable to determine if the approval of this license will increase the revenue the City receives from industrial haulers as a whole.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could deny the license. This alternative is not recommended because the Turlock Municipal Code allows non-exclusive contracts for the hauling of industrial solid waste to allow for "broad and equitable participation by potential contractors and franchisees." Furthermore, there is nothing in the credentials, reputation and practices of Modesto Garbage Company that would disqualify them from becoming a franchisee.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN INDUSTRIAL HAULER BUSINESS LICENSE FOR MODESTO GARBAGE CO., INC., IN ACCORDANCE WITH SECTION 6-3-209 OF THE TURLOCK MUNICIPAL CODE	}	**RESOLUTION NO. 2015-**

WHEREAS, in accordance with Section 6-3-209 of the Turlock Municipal Code, industrial refuse haulers within the City of Turlock are required to obtain either a franchise contract or license before pursuing this endeavor within the City; and

WHEREAS, Modesto Garbage Co., Inc., has applied for a business license to operate as an industrial hauler within the City of Turlock.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Turlock hereby approve an Industrial Hauler Business License for Modesto Garbage Co., Inc., in accordance with Section 6-3-209 of the Turlock Municipal Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5M

Council Synopsis

December 8, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Beth Morgan, Accounting Technician, Finance

Agendized by: Michael I. Cooke, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a renewed agreement between State of California's Franchise Tax Board Interagency Intercept Collections (IIC) program and the City of Turlock Finance Department, and authorizing the Mayor, City Manager, or his/her designee, to sign the agreement and all future renewal agreements

2. DISCUSSION OF ISSUE:

The Finance Accounts Receivable Department is requesting authorization to contract with the State of California's Franchise Tax Board to participate in the Interagency Intercept Collections (IIC) program. The IIC is a program that will intercept individuals tax returns to help pay on delinquent debts owed to government agencies (Exhibit I).

There is a service fee incurred with the IIC program. The IIC program determines the service fee per successful offset. The State Controller's Office (SCO) charges this fee to reimburse the administrative costs of the program. The fee is based on actual costs incurred, which varies each year. The IIC program will send an IIC Bulletin to advise their participants of the cost for the year. Participating agencies may add this fee to the debtor's account balance. SCO bills each agency in April for each successful offset collected during the previous calendar year.

3. BASIS FOR RECOMMENDATION:

A. To help the City of Turlock recover uncollected debt for Administrative Citations, non-sufficient fund checks, damages to City property, as well as cost recovery for DUI charges.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2: Fiscal Responsibility

General Principles:

2. Create an effective strategy to address debt payments and unfunded liabilities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

There is a service fee incurred with the IIC program. The IIC program determines the service fee per successful offset. The State Controller's Office (SCO) charges this fee to reimburse the administrative costs of the program. The fee is based on actual costs incurred, which varies each year. The IIC program will send an IIC Bulletin to advise their participants of the cost for the year. Participating agencies may add this fee to the debtor's account balance. SCO bills each agency in April for each successful offset collected during the previous calendar year.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommended approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. If the attached contracts do not accurately reflect the goals and/or priority of the City Council, the council could elect to not approve the request or could amend the contract and/or provide additional input.

EXHIBIT I

STATE OF CALIFORNIA
INTERAGENCY INTERCEPT COLLECTION PROGRAM MS A213
FRANCHISE TAX BOARD
PO BOX 2966
RANCHO CORDOVA CA 95741-2966

☐ Check this box if you are making revisions.

Email: iicgroup@ftb.ca.gov
Telephone: 916.845.5344
Fax: 916.843.2460

Intent to Participate

(Complete both sides of this form, sign, and either fax or mail it to us.)

Agency type for individual debts:
☐ State ☐ College ☑ City
☐ County ☐ Court ☐ Special District

Agency type for corporation or limited liability company (LLC) debts: ☐ State

1. Agency name: City of Turlock
   Division/branch: Finance Office
2. Agency code: MH
   (Enter the two-digit code the Franchise Tax Board (FTB) assigned your agency.)
3. Process year **2016**
4. Public contact unit:
   Provide an address and telephone number for your debtors to contact you directly.

   Agency name: City of Turlock
   Unit name: Finance Office
   Address/PO BOX: 156 S Broadway
   Room/suite/floor: 114
   City: Turlock
   State: CA ZIP Code: 95380
   Telephone: (209) 668-5570 Ext.

   ☐ Check this box if the public contact unit is a collection agency/service provider.
   Provide name:
5. FTB Intercept Program liaisons:
   Provide the names and **direct** telephone numbers of up to three individuals we may contact to resolve issues or obtain account information. These individuals should be authorized to request intercept services.

   a) Name: Beth Morgan
   Position: Account Technician
   Telephone: (209) 668-5542 Ext. 1311
   Email address: bmorgan@turlock.ca.us
   (We may provide email addresses to the State Controller's Office for billing purposes.)

   b) Name:
   Position:
   Telephone: ( ) Ext.
   Email address:

   c) Name:
   Position:
   Telephone: ( ) Ext.
   Email address:
6. Agency mailing address to send warrants, fund transfers, and billings (exclude third-party information):
   Agency name: City of Turlock
   Unit name: Finance Office
   Address: 156 S Broadway
   Room/suite/floor: 114
   City: Turlock
   State: CA ZIP Code: 95380
   Contact name: Beth Morgan
   Telephone: (209) 668-5542 Ext. 1311
   Email address: bmorgan@turlock.ca.us
   Fax number: (209) 668-5565
7. SWIFT agency contact information
   Name: Beth Morgan
   Telephone: (209) 668-5542 Ext. 1311
   SWIFT email address or group email address:
   finance@turlock.ca.us
8. Select your agency type (one only):

   ☐ State agency or college
   Complete either A, B, or C. The State Controller will credit the intercepts accordingly.
   A. General checking account number:
   _____ (Three-digit number)
   B. Special fund:
   (Fund No.) (Org. Code)
   State Controller's account number:
   (Contact your accounting office for this number.)
   C. Warrant ☐

   ☑ City or county agency:
   Special Districts – bridge tolls and high occupancy toll lane fees. (Government Code Section 12419.12)

   A warrant will be issued to your agency listing the intercept funds sent to you.

Agency Certification

(Complete in full and sign.)

This document notifies FTB that the City of Turlock (Agency/College) plans to participate in the Interagency Intercept Collections Program for the 2016 process year. In doing so, I certify that all debts submitted for offset comply with the following Government Code Sections (please mark one):

☐ State agencies and colleges — 12419.5, 12419.7, 12419.9, 12419.10, 12419.11, and 12419.12

☑ County, city agencies, and special districts — 12419.8, 12419.10, and 12419.12 (Does not apply to corporations or LLCs.)

Type of debt we intend to collect for individual debts:

☑ Dishonored Check ☑ Fees ☑ Fines ☐ Parking Citations ☐ Judgments

☐ Taxes ☐ Tuition ☐ Insurance ☐ Unpaid Services ☐ Overpayment

Type of debt we intend to collect for corporation and LLC debts:

☐ Dishonored Check ☐ Fees ☐ Taxes

☑ Other (list the debt type):

Administrative Citations

I certify that the City of Turlock (Agency/College) agrees to pay administrative costs to the California State Controller's Office for processing these offset accounts, and that I am authorized to request services on behalf of this agency/college.

I certify that all records, copies, files, and media submissions received by the City of Turlock (Agency/College) shall be destroyed in a manner acceptable to FTB. The approved destruction methods that permanently render data unreadable and unusable include:

- Degaussing and magnetizing disks.
- Damage to disks that prevents their use in any disk drive.
- Crisscross shredding if the shreds are 5/16 inch or smaller.

All unauthorized or suspected accessed, uses, and/or disclosures (incidents) of the information obtained under this agreement shall be thoroughly reviewed by FTB. We comply with the incident reporting requirements, in accordance with Civil Code Section 1798.29 and SAM Chapter 5300 (Information Security). The participant shall immediately notify FTB's Information Security Audit Unit of all incidents involving the information obtained under this agreement as applicable, and provide the appropriate information to facilitate the required reporting to the taxpayers or state oversight agencies. Notification can be made by email at: SecurityAuditMail@ftb.ca.gov or by calling 916.845.5555.

I agree that our agency's/college's fax signatures sent to FTB should be treated as original signatures.

Print Name: Roy W Wasden Signature: _____

Date: _____ Title: City Manager Telephone: 209-668-5540

FTB will not send or receive taxpayer social security numbers through regular email. Confidential taxpayer information should not be sent through regular email. Call the IIC Program staff at 916.845.5344 to register for our secure internet file transfer service.

5N

Council Synopsis

December 8, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $42,399 to account number 410-51-534.51184 "Municipal Services Office Remodel", $21,199 to account number 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel," and $21,199 to account number 410-51-534.38001_245 "Transfers In-Municipal Services Office Remodel" from Fund 410 "Water Quality Control-Capital Repair/Replacement" and Fund 420 "Water Enterprise-Capital Repair/Replacement" reserve balances for the purchase and installation of office panel systems

2. DISCUSSION OF ISSUE:

On November 10, 2015, the City Council approved the purchase and installation of Haworth panel systems and accessories for changes to workstations in the Municipal Services office.

3. BASIS FOR RECOMMENDATION:

As approved, the funding for the project was going to come from currently budgeted money in the operating budgets. Because of the scope and cost, these costs should be capitalized. This action puts the funding for the remodel in the Capital Repair/Replacement portion of the respective funds.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

3. Track, report on and propose appropriate budget amendments.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment: Appropriate $42,399.00 to account number 410-51-534.51184 "Municipal Services Office Remodel", $21,199 to account number 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel" and $21,199 to account number 410-51-534.38001_245 "Transfers In-Municipal Services Office Remodel" from Fund 410 "Water Quality Control-Capital Repair/Replacement" and Fund 420 "Water Enterprise-Capital Repair/Replacement" reserve balances for the purchase and installation of office panel systems.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council may deny the funding. Staff does not recommend this as it should be properly accounted for in capital repair/replacement funding.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $42,399 TO ACCOUNT NUMBER 410-51-534.51184 "MUNICIPAL SERVICES OFFICE REMODEL," $21,199 TO ACCOUNT NUMBER 420-52-551.48001_245 "TRANSFERS OUT- MUNICIPAL SERVICES OFFICE REMODEL," AND $21,199 TO ACCOUNT NUMBER 410-51-534.38001_245 "TRANSFERS IN-MUNICIPAL SERVICES OFFICE REMODEL" FROM FUND 410 "WATER QUALITYCONTROL-CAPITAL REPAIR/REPLACEMENT" AND FUND 420 "WATER ENTERPRISE-CAPITAL REPAIR/ REPLACEMENT" RESERVE BALANCES FOR THE PURCHASE AND INSTALLATION OF OFFICE PANEL SYSTEMS	**RESOLUTION NO. 2015-**

WHEREAS, on November 10, 2015 the City Council approved the purchase and installation of Haworth panel systems and accessories for changes to workstations in the Municipal Services office; and

WHEREAS, because of the scope and cost of the project, the costs should be capitalized.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate $42,399 to account number 410-51-534.51184 "Municipal Services Office Remodel," $21,199 to account number 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel," and $21,199 to account number 410-51-534.38001_245 "Transfers In-Municipal Services Office Remodel" from Fund 410 "Water Quality Control-Capital Repair/Replacement" and Fund 420 "Water Enterprise-Capital Repair/Replacement" reserve balances for the purchase and installation of office panel systems.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

50

Council Synopsis

December 8, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Larry Gilley, Utilities Division Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the sole source procurement of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, California, in the amount of $39,300, without compliance to the formal bid procedure having found that the criteria listed in Turlock Municipal Code Title 2, Chapter 7, Section 08(b)(2) have been satisfied

2. DISCUSSION OF ISSUE:

HSQ Technology is the provider of the City of Turlock's SCADA (Supervisory Control And Data Acquisition) system, purchased by the City of Turlock in 1989. The SCADA system controls and monitors most of the City's utility infrastructure and the Turlock Regional Water Quality Control Facility.

The current servers were purchased and installed in 2007. The servers are in need of replacement due to a faulty hard drive on one of the machines and due to re-occurring reliability issues. The system is proprietary to HSQ Technology and the City of Turlock owns the source code for this software.

On October 27, 2015, a quote was received from HSQ Technology for two (2) new HP rx2800 servers (Intel Itanium dual core 1.6GHz/10MB) with 16GB DDR2 Memory, each with one (1) 146GB History SAS Hard Drive dedicated to system software, one (1) 300 GB SAS Hard Drive dedicated to historical data storage, one (1) Integrity DVD/CD-ROM and one (1) SCSI controller for tape drives, with a three (3) year HP warranty. The quote also includes two (2) 300 GB History Drives, two (2) SCSI Cards and one (1) Rack mountable HP DAT72 dual tape drive backup system (Exhibit I).

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

EXHIBIT I

HSQ TECHNOLOGY
26227 Research Road
Hayward, California 94545-3725
Telephone: (510) 259-1334 ◆ *Facsimile: (510) 259-1392*
http://www.hsq.com

By E-mail: amikkelsen@turlock.ca.us

October 27, 2015

City of Turlock
Post Office Box 1526
Turlock, California 95381

Attention: Andrew Mikkelsen

Reference: **TURVSA & TURVSB rx2800 Servers**
City of Turlock, California
HSQ Quotation No. 1410-0009-SC-A

Andrew:

HSQ Technology is pleased to offer you a quotation for the new HP Itanium Servers. These will be configured in our Hayward Office to replace and update the current TURVSA & TURVSB servers for the City's MISER SCADA system.

Included:

- Two (2) HP rx2800 Office Friendly Servers (Intel Itanium dual core 1.6GHz/10MB) with 16GB DDR2 Memory, each with one (1) 146Gb History SAS Hard Drive dedicated to system software, one (1) 300Gb SAS Hard Drive dedicated to historical data storage, one (1) Integrity DVD/CD-ROM and one (1) SCSI controller for tape drives, three year HP warranty
- Two (2) 300GB History Drives
- Two (2) SCSI Cards
- One (1) Rack mountable HP DAT72 dual tape drive backup system
- Equipment FOB Turlock

Excluded:

- Installation – City staff will rack mount and deploy
- Taxes (see Note below)
- Bonding

Note: Any onsite programming and/or start-up will be accomplished as part of the maintenance agreement currently in place.

HSQ offers the above listed scope of work for the Lump Sum Price of **$39,300.00**. This proposal will remain valid for sixty (60) days from proposal date.

The performance period is one-hundred twenty (120) days after Notice to Proceed.

The warranty period commencing on the date of Final Acceptance is twelve (12) months.

Note: Sales tax is not included. Please let us know if you need this to be included and what taxes are required.

If you have any questions or require additional information, please call the undersigned at (800) 486-6684 or email est@hsq.com.

Sincerely yours,

HSQ TECHNOLOGY

Scott Cramer
Senior Estimator

SC/ks

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TWO (2) CONFIGURED HP ITANIUM RX2800 COMPUTER SERVERS FROM HSQ TECHNOLOGY OF HAYWARD, CALIFORNIA IN THE AMOUNT OF $39,300, WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE HAVING FOUND THAT CRITERIA LISTED IN TURLOCK MUNICIPAL CODE, TITLE 2, CHAPTER 7, SECTION 08(b)(2) HAVE BEEN SATISFIED	**RESOLUTION NO. 2015-**

WHEREAS, HSQ Technology is the provider of the City of Turlock's SCADA system that controls and monitors most of the City's utility infrastructure and the Turlock Regional Water Quality Control Facility; and

WHEREAS, the current servers, which were purchased in 2007, are in need of replacement due to a faulty hard drive on one of the machines and re-occurring reliability issues; and

WHEREAS, the server system is proprietary to HSQ Technology and the City of Turlock owns the source code for this software; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the sole source procurement of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, California, in an amount not to exceed $39,300, without compliance to the formal bid procedure having found that criteria listed in Turlock Municipal Code Title 2, Chapter 7, Section 08(b)(2) have been satisfied.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5P

Council Synopsis

December 8, 2015

From: Michael I. Cooke, Municipal Services Director

Prepared by: Michael I. Cooke, Municipal Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the annual report on the adequacy of the City's sewer and water rates pursuant to the City Council's Policy Goals and Implementation Plan 2015-2019

2. DISCUSSION OF ISSUE:

As part of the "Fiscal Responsibility" goal in the Policy Goals and Implementation Plan, the City Council has requested an annual report on the adequacy of the City's sewer and water rates. On October 27, 2015, a report on the Water Enterprise Fund (420) and the implementation of the approved schedule of water rate increases was provided to the City Council. Since that time, the Finance Division has completed its accounting of Fiscal Year 2014-2015 which allows for a detailed and complete report on both the Water Enterprise Fund (420) and Water Quality Control Fund (410).

A summary of the financial data for these two enterprise funds for last fiscal year (2014-15) is attached to this report as Exhibit A and Exhibit B.

Water Quality Control Fund (410) [Exhibit A]

Summary: the last rate increase was implemented in January, 2013. Since that time, rate revenues have remained steady with minimal customer growth. Last fiscal year, expenses were down $1.25 million over fiscal year 2013-14 which resulted in a total positive cash flow of $3.2 million. These funds, along with some unexpended bond proceeds, will be used for the construction of clarifier #5 which is currently in the design stage. More balanced budgets are projected in the future due to significant debt service associated with State Revolving Funds obtained to construct the recent upgrade to the Regional Water Quality Control Facility and Harding Drain Bypass pipeline. On the other hand, we also anticipate some increase in revenue from industrial wastewater capacity purchases, commercial development, and residential construction.

Outlook: stagnant rate revenue, increased development revenue, increased debt service expenses, tight budgets, and continued cost containment to avoid rate increases.

On the horizon: a National Pollutant Discharge Elimination System (NPDES) Permit that requires the installation of ultra violet disinfection or the construction of the North Valley Regional Recycled Water Pipeline. The City is aggressively pursuing the North Valley Project but our water rights application is being protested and the new NPDES Permit for discharge to the Delta Mendota Canal (DMC) is under review. Preliminary negotiations with Del Puerto Water District indicate that the City could receive adequate revenue per acre foot from the sale of recycled water to cover all capital and operations and maintenance costs, and provide some net revenue to the Water Quality Control Fund. Therefore, the North Valley Project has potential financial benefits compared to the installation of UV and continued discharge to the San Joaquin River.

Water Enterprise Fund (420) [Exhibit B]
Summary: in March 2014, the City Council adopted a series of rate increases that will allow the water enterprise fund to consistently operate in the black and comply with its bond covenants. Further, the rate structure allows the City to recover its fixed operations costs even when water consumption decreases. Therefore, unlike other water agencies in California, the City of Turlock will not have to raise rates to offset the loss in revenue from reduced water consumption. In 2014-15, revenues exceeded expenses by $1.5 million. Revenue from monthly bills has increased commensurate with the increase in rates; there is, however, very little customer growth and water consumption is down. Cash balance is being set aside for capital projects – improvements to the groundwater system and potential future investment in the regional surface water supply project. With a slight increase in new development, some additional capital facility fee revenue has been received. These revenues are set aside for growth-related capital improvements.

Outlook: increasing rate revenue if planned future rate increases are implemented, declining water quality necessitating significant investment, groundwater supply challenges during peak demand, increased expenses associated with surface water planning and development.

On the horizon: a hydrogeologic report in 2016 will provide a plan for improvements to the groundwater system to increase supply. The City of Modesto is withdrawing from the Stanislaus Regional Water Authority (SRWA) which will increase the roles for Turlock and Ceres. The reformulated SRWA will need to review the cost estimates for the project and could consider adding new partners.

3. BASIS FOR RECOMMENDATION:

This annual report is an implementation in the City Council's Policy Goals and Implementation Plan 2015-2019.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

6. Implement sewer and water rates to sustain services to implement capital improvement programs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

N/A.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

This report is for informational purposes only.

EXHIBIT A – WATER QUALITY CONTROL FUND 410

FUND 410 - WATER QUALITY CONTROL

	2014-15 Actual	2014-15 Budget	2013-14 Actual
Total Revenue	19,346,694.94	18,720,400.00	19,138,690.34
Total Expenses	16,132,101.32	18,938,704.00	17,389,285.05
Revenue vs Expenses	3,214,593.62	(218,304.00)	1,749,405.29
Revenue from Monthly Sewer Bills	18,986,284.97	18,644,500.00	18,830,218.03
Revenues from Development	211,313.23	3,500.00	102,485.88
Other Revenue	149,096.74	72,400.00	205,986.43
Personnel Costs	4,798,364.01	5,398,182.00	4,901,802.70
Contractual	825,415.70	1,449,905.00	1,197,394.31
Utilities	1,706,689.36	1,924,439.00	1,710,368.16
Chemicals	747,821.70	1,476,000.00	1,412,124.88
Supplies, Vehicles and Other	849,953.53	1,098,170.00	895,248.14
Transfer Out	1,346,539.67	1,380,839.00	963,446.27
Capital Purchases			
Cash outlay for capital purchases	1,015,200.38	1,286,249.00	1,488,705.04
Capital purchases transferred to Balance Sheet	(870,595.91)	0.00	(925,718.46)
Depreciation	3,755,666.12	0.00	3,487,543.47
Debt Service			
Interest	1,957,046.76	2,513,300.00	2,258,370.54

EXHIBIT B – WATER ENTERPRISE FUND 420

FUND 420 - WATER ENTERPRISE

	2014-15 Actual	2014-15 Budget	2013-14 Actual
Total Revenue	9,435,932.63	8,714,500.00	8,269,473.49
Total Expenses	7,930,277.77	10,329,961.00	7,969,532.82
Revenue vs Expenses	1,505,654.86	(1,615,461.00)	299,940.67
Revenue from Water Sales	8,522,884.08	8,268,500.00	7,756,209.20
Revenues from Development	737,979.08	235,000.00	371,105.07
Other Revenue	175,069.47	211,000.00	142,159.22
Personnel Costs	2,173,388.21	2,268,178.00	2,228,173.28
Contractual	407,075.18	992,242.00	471,033.14
Utilities	1,111,361.71	1,316,642.00	1,161,703.00
Supplies, Vehicles and Other	406,383.77	631,894.00	435,495.73
Transfer Out	547,539.10	639,249.00	440,250.00
Capital Purchases			
Cash outlay for capital purchases	452,391.62	2,449,636.00	4,399,347.40
Capital purchases transferred to Balance Sheet	(390,183.03)	0.00	(4,367,022.25)
Depreciation	1,895,152.96	0.00	1,839,428.35
Debt Service			
Interest	1,327,168.25	1,332,120.00	1,361,124.17

EXHIBIT A – WATER QUALITY CONTROL FUND 410

FUND 410 - WATER QUALITY CONTROL

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Transfer Out	1,346,539.67	1,380,839.00	963,446.27
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Debt Service			
Interest	1,957,046.76	2,513,300.00	2,258,370.54

EXHIBIT B – WATER ENTERPRISE FUND 420

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Total Expenses	7,930,277.77	10,329,961.00	7,969,532.82
Revenue vs Expenses	1,505,654.86	(1,615,461.00)	299,940.67
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Revenues from Development	737,979.08	235,000.00	371,105.07
Other Revenue	175,069.47	211,000.00	142,159.22
Personnel Costs	2,173,388.21	2,268,178.00	2,228,173.28
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Supplies, Vehicles and Other	406,383.77	631,894.00	435,495.73
Transfer Out	547,539.10	639,249.00	440,250.00
Capital Purchases			
Cash outlay for capital purchases	452,391.62	2,449,636.00	4,399,347.40
Capital purchases transferred to Balance Sheet	(390,183.03)	0.00	(4,367,022.25)
Depreciation	1,895,152.96	0.00	1,839,428.35
Debt Service			
Interest	1,327,168.25	1,332,120.00	1,361,124.17

5Q

Council Synopsis

December 8, 2015

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to the job description for the position of Electrical Mechanical Maintenance Supervisor, effective December 8, 2015

2. DISCUSSION OF ISSUE:

Staff recommends the following changes to the below listed job description:

Electrical Mechanical Maintenance Supervisor – revised to more accurately describe the duties of the position (Attachment A)

3. BASIS FOR RECOMMENDATION:

A. City Council approval is required for any new and/or revised job description.

Mayor and City Council Policy Goals and Implementation Plan

Policy Goal #1: Effective Leadership

Action Item:

2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could deny approval of revised job description.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING MODIFICATIONS TO THE JOB DESCRIPTION FOR THE POSITION OF ELECTRICAL MECHANICAL MAINTENANCE SUPERVISOR, EFFECTIVE DECEMBER 8, 2015	**RESOLUTION NO. 2015-**

WHEREAS, staff has identified a need to modify the job description for the position of:

Electrical Mechanical Maintenance Supervisor

WHEREAS, the modifications are requested due to revisions and are identified in Attachment A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve the modifications to the job description for the position of Electrical Mechanical Maintenance Supervisor, effective December 8, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

ATTACHMENT A

ELECTRICAL/MECHANICAL MAINTENANCE SUPERVISOR

DEFINITION

To plan, assign, supervise and review the work of the electrical/mechanical maintenance staff in a wide variety of electrical/mechanical ~~and electronic~~ equipment associated with the wastewater treatment facility, water distribution system, ~~and~~ sewer/storm collections pumping stations, traffic signals, and ~~street lights~~ roadway lighting. This is a working supervisor position.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, stand-by, and call-back assignments.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Utilities ~~Superentendant~~ Manager.

Responsibilities include direct supervision of electrical and mechanical staff.

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

- Develop and implement schedules and priorities; plan, assign, and supervise the work of ~~electrician/mechanics~~ electrical/mechanical staff in a wide variety of ~~electrical and mechanical~~ equipment. Inspect work in progress and upon completion for compliance to standard trade practices.

- Perform skilled journey level work related to electrical, mechanical, electronic, equipment associated with the wastewater treatment facility, water distribution system, ~~and the~~ sewer/storm collections pumping stations, traffic signals, and ~~street lights~~ roadway lighting.

- ~~Inspect and review the work of subordinate personnel.~~

- ~~Coordinate~~ Maintain a preventive and predictive maintenance program ~~maintain records of time, materials and equipment, used; order supplies and materials.~~ using a CMMS, and order supplies and materials.

- Assist in preparing, administering and monitoring the department budget.

- Assist in the performance evaluations of subordinate personnel.

- Train and supervise ~~mechanic personnel~~ electrical/mechanical staff.

- Ensure the use of ~~basic~~ OSHA safety rules, appropriate personal protective equipment and proper work techniques.

- Perform preventative and predictive maintenance on equipment to insure proper and safe operation.

- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Methods, practices, materials, tools and equipment used in the installation, adjustment, maintenance and repair of mechanical, electrical and electronic systems.

- Occupational hazards and standard safety precautions necessary in the work place.

- Electrical troubleshooting, SCADA System repair, and a wide variety of Mechanical system repair.

- Methods and practices used in the supervision and training of personnel.

- Safe working practices and procedures.

Ability to:

- Supervise journey level electrical/mechanical, and instrumentation staff.

- Operate electronic and electrical testing equipment.

- Respond to 24 hour emergency conditions, using good judgement, and make the appropriate repairs.

- Diagnose Troubleshoot and repair defects in a variety of mechanical, electrical and electronic equipment including, but not limited to, telemetry and associated equipment.

- Communicate clearly and concisely, both orally and in writing.

- Understand and carry out oral and written instructions.

- Train subordinate personnel.

- Keep record and prepare reports of work progress. Operate a CMMS, generate reports, and purchase supplies and materials

- Establish and maintain effective working relationships with those contacted during the course of work. excellent customer service.

EDUCATION AND EXPERIENCE

Education

~~Possession of an Associate Degree from an accredited college or vocational/technical institution in mechanical, electrical and/or electronic systems, or a related field. Must also possess equivalent to three (3) semester college units of supervisory/management training (course may be included as part~~

~~of Associate Degree). If supervisory/management training course is not included in Associate Degree, incumbent will have 12 months from date of appointment to obtain coursework.~~

Equivalent to the possession of an Associate's degree with coursework in electrical technology, mechanical technology, industrial technology, or closely related field within four (4) years of appointment, as a condition of continued employment.

Experience

~~Approximately four years of increasingly responsible experience in mechanical, electrical and electronic systems, including lead work or supervisory experience.~~

A minimum of five years of increasingly responsible journey level experience working with electrical, mechanical, and industrial equipment.

LICENSE 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. Ability to obtain a Class B California Driver's License within 12 months from date of appointment as a condition of continued employment.

Ability to obtain a Grade IV ~~III~~ certification in mechanical or electrical/instrumentation technology issued by the California Water Environment Association within 48 months from date of ~~employment~~ appointment as a condition of continued employment.

DESIREABLE QUALIFICATIONS

~~Possession of Grade III Certification in mechanical or electrical/instrumentation technology issued by the California Water Environment Association~~.

Possession of an Associate's degree in a related field.

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 heavy equipment as needed.

Reviewed and approved:_____ _____
Personnel Officer Date

September, 1993
Revised, 7/96
Revised, 8/02
Revised, 12/05

5R

Council Synopsis

December 8, 2015

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Michael I Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) New Holland 2 WD ROPS Tractor, Model #Workmaster 70, through the National Joint Powers Alliance (NJPA), Contract #031711-CIH, from Garton Tractor, Inc., for the Parks, Recreation & Public Facilities Department, in an amount not to exceed $25,459

Resolution: Appropriating $1,459 to account number 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance for the purchase of the New Holland 2 WD ROPS Tractor

2. DISCUSSION OF ISSUE:

The City is engaged in a joint purchasing plan with the NJPA, Contract #031711-CIH for the purchase of one (1) New Holland 2 WD ROPS Tractor, Model #Workmaster 70, from Garton Tractor, Inc., pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5), without compliance to the formal bid procedure. The State of California Department of General Services competitively bids contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding as per attached quote.

Staff has identified the need to replace one (1) Tractor assigned to the Parks, Recreation and Public Facilities Department. Due to the age of the 1986 Ford Tractor, parts are obsolete and hard to find. Staff will continue to utilize the 1986 Ford Tractor until it no longer runs properly. At that time the 1986 Ford Tractor will be surplused for parts. The cost of the New Holland 2 WD Tractor, Model #Workmaster 70, will be charged to the Streets area.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

5. Plan, review and update the Capital Improvement Plan (CIP) and the Equipment Replacement Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact to above line number:
Appropriating $1,459 to account 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

Quote

BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 10-26-15

REQUESTING DEPARTMENT: Parks, Recreation and Public facilities

DEPARTMENT HEAD SIGNATURE: Allison VanGruder

Vehicle requested for Acquisition in the 15/16 **Fiscal year.**

Amount Budgeted: 21,868 – Sole Source - State Contract #031711-CIH

Account Number(s): 506-00-231.51020

506000-000-231.51020

Will this be a lease purchase? ☐ YES ☑ NO

Type of Vehicle Request:

New Holland Workmaster 70 - 2WD ROPS tractor

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

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

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

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

Section B

Vehicle Being replaced:

Year: 1986 Make: ford

Model: ford tractor Vehicle #: ST 86-416

Mileage: 7,516.00 parts are obsolete, and hard to find

Are you declaring this vehicle as surplus? ☐ Yes ☑ No

City Manager Approval: Roy W. Wasden **Date:** 10/29/15

Revised 6/2008

NJPA
National Joint Powers Alliance®

GARTON TRACTOR INC.
Since 1954
877-TRACTOR

2924 French Camp Turnpike Rd.
PO Box 6219 Stockton, CA 95206
(415) 471-6978
jwellar@garton-tractor.com

Quality People Quality Products®

NJPA Quote

Buyer: City of Turlock | Date: 10/26/2015
Address: 156 S. Broadway | City, State: Turlock | Zip: CA
Invoice No. | Date: | Phone #: | P.O. # | County:

New or Used	Make	Model	Serial #	Stock #	Description	Amount
New	New Holland	Workmaster 70			Workmaster 70 - 2WD ROPS Tractor	$23,648.00
					2 Remotes 1+ Kickout	
					8F/2R Transmission	
					Canopy / Blue Sunscreen	
					Grill Guard	
					Front Weight Carrier and 4 Weights	
					NJPA Member	
					New Holland NJPA Contract #031711-CIH	

TRADE-INS: Except as noted, Buyer Certifies Below Trade-Ins to be free of encumbrances exept as noted.

Year	Make	Model	Serial #	Stock #	Description	Trade- In Allowance

Trade-In Allowance $0.00 *Amount Owing* **Net Trade-In Allowance** $0.00

Freight & Handling:	
Subtotal:	$23,648.00
Tax Rate: 7.625%	$1,803.16
Calif. Tire Tax:	$7.00
Extended Warranty:	
UCC/Doc Fee:	
Total Delivered Price:	$25,458.16

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

Financing Terms:
Net 30 Days after delviery

Trade-In Allowance	$0.00
Less Cash Down Payment*	
Total Down Payment	0.00
Unpaid Balance	$25,458.16
Set-up PDI	
Other Charges (#2)	
AMOUNT FINANCED OR DUE ON DELIVERY	**$25,458.16**

Notes

Warranty:

NEW HOLLAND AGRICULTURE

WE appreciate your business!

(415) 471-6978

Equipment Report (Full List)

Municipal Services

10/27/2015

Equipment No.	ST86-416 1986 3910 TRACTOR		
Serial #	BSE41C02-BB70285	Site	FLEET MAINT
Model No.	8035425R	Equipment Type	TRACTORS
Location	FLEET	Fleet Supvisor	CANT
Address	-	Priorty	
Sub-location 2	-	Fleet/Auction ?	FLEET
Sub-location 3	-	In Service	Yes

Manufacturer	FORD	General Ledger No.	217-50-510.46032
Vendor ID		Asset No.	
Vendor Branch		Service Contract No.	
Cost Center	135/431.005.002	Assessment District	
Department		Type of Fuel	DIESEL
Purchase Date		Color of Equipment	BLUE
Startup Date	3/6/1996	License #	
Warranty Expiration Date		Engine	FORD, 66 HP
Life (months)		Insured ? Yes or No	N
Original Cost	$25,000.00	User-defined Field 7	100%----------0%
Replacement Cost	$13,000.00	User-defined Field 8	TRUCK
Employee Labor Cost	$20,698.10	User-defined Field 9	RS
Vendor Labor Cost	$9,200.72	User-defined Field 10	RAY 1 OFF ROAD TRAC
Material Cost	$38,234.78		
Spare-parts Code			

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

Safety Note

EIN VEH SERIAL NUMBER ENGINE SERIAL NUMBERENGINE FAMILY
HH7S95 8035425R BSE41C02BB70285 BSE41C02BB70285

1 51515
1 51712
1 33166
1 42533
1 46534

7,516.00

1 CFI 85515
1 CFI 85712
1 CFI 86166
1 CFI 87533
1 CFI 88534

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $1,459 TO ACCOUNT NUMBER 506-00-000-231.51020 "EQUIPMENT REPLACEMENT" FROM FUND 506 "VEHICLE/EQUIPMENT REPLACEMENT-STREETS" RESERVE BALANCE FOR THE PURCHASE OF THE NEW HOLLAND 2 WD ROPS TRACTOR	**RESOLUTION NO. 2015-**

WHEREAS, staff have identified the need to replace one (1) tractor for the Parks, Recreation and Public Facilities Department; and

WHEREAS, Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5), allows the joint purchasing plans with State and/or other units of government that have been approved by Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $1,459 to account number 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance for the purchase of the New Holland 2 WD ROPS Tractor.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5S

Council Synopsis

December 8, 2015

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations received from October through December Fiscal Year 2015-16 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

2. DISCUSSION OF ISSUE:

Staff has received donations for many programs and activities implemented by the Parks, Recreation & Public Facilities Department as per attachment A of the resolution. Through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals to support a variety of recreation, sports, and art activities. Monies received through donations assist in offsetting City resources typically provided by General Funds.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Account numbers increased by $1,093 as outlined in attachment A of the resolution.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DONATIONS RECEIVED FROM OCTOBER THROUGH DECEMBER FISCAL YEAR 2015-16 TO BE DEPOSITED FOR A VARIETY OF PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT PROGRAMS, SCHOLARSHIPS, AND ACTIVITIES	**RESOLUTION NO. 2015-**

WHEREAS, the Parks, Recreation & Public Facilities Department receives donations from the community to support a variety of programs, scholarships and activities; and

WHEREAS, through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals to support a variety of recreation, sports, and art activities; and

WHEREAS, monies received through donations assist in leveraging City resources which are then deposited to various accounts as indicated on the Attachment A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby that the City Council of the City of Turlock does hereby accept the donations received from October through December Fiscal Year 2015-16 to be used for a variety of programs and activities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Attachment A

Recreation Program Donations & In Kind Contributions

10/16/15	Turlock Irrigation District P.O. Box 949 Turlock, CA 95381	
	Account # 110-61-626-101.35720	$ 984.00
11/2/15	Save Mart Shares Program P.O. Box 4664 Modesto, CA 95382	
	Account # 270-61-635-399.37200_000	$ 109.86
Donation Total		**$1,093.86**

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Council Synopsis

December 8, 2015

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of rubber bark, made from tire-derived products, from International Mulch Company, Bridgeton, Missouri, in an amount not to exceed $150,000

2. DISCUSSION OF ISSUE:

On December 13, 2012, the City Council approved the application, acceptance of an allocation of funds, and approving the City Manager to execute the Grant Agreement with the Department of Resources Recycling and Recovery (CAL Recycle for the Tire-derived Product Grant Program for a period of time up to 5 years.

On April 29, 2015 the City of Turlock was awarded $150,000 for tire-derived products. As per the grant request, the City of Turlock will use the rubber bark to replace live turf from the medians.

The Purchasing Office solicited formal bids for rubber bark from tire derived products on Request for Bid (RFB) 15-33 by publishing the formal bid notice in the local newspaper, the City's website and at City Hall bulletin board and contacting potential bidders by fax or email.

Six (6) vendors were solicited and no local vendor within the City limits submitted a bid. Two (2) vendors submitted bids. Purchasing and Parks, Recreation & Public Facilities Manager evaluated the bids. Award bid recap is shown below:

1) International Mulch Company	$454.36 per bag
2) Sierra Rubber Company	$619.43 per bag
3) Bidnet	No Bid response
4) Bid Ocean	No Bid response
5) Bay Area Builders Exchange	No Bid response
6) West Coast Rubber Recycling	No Bid response.

International Mulch Company has been approved by the State of California, the Department of Resources Recycling and Recovery to provide Tire-derived product as a manufacturer and supplier.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Currently budgeted at line number:
269-60-614-379.47177 Tire Derived Product Grant Expense

Fiscal impact to above line number: $149,894.40

There is 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. Do not approve the purchase of tired derived product. This alternative is not recommended as the City does not have the additional funds to purchase the tire derived product. This product will be used to replace live turf from the medians.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF RUBBER BARK, MADE FROM TIRE DERIVED PRODUCTS, FROM INTERNATIONAL MULCH COMPANY BRIDGETON, MISSOURI, IN AN AMOUNT NOTTO EXCEED $150,000	}	**RESOLUTION NO. 2015-**

WHEREAS, on December 13, 2012, the City Council approved the application, acceptance of an allocation of funds, and approving the City Manager to execute the Grant Agreement with the Department of Resources Recycling and Recovery (CAL Recycle for the Tire-derived Product Grant Program for a period of time up to 5 years; and

WHEREAS, on April 29, 2015 the City of Turlock was awarded $150,000 for tire-derived products. As per the grant request, the City of Turlock will use the rubber bark to replace live turf from the medians; and

WHEREAS, the Purchasing Office solicited formal bids for rubber bark from tire derived products on Request for Bid (RFB) 15-333 by publishing the formal bid notice in the local newspaper, the City's website and at City Hall bulletin board and contacting potential bidders by fax or email.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of 2,100 pound super sacks of rubber bark, made from tire-derived products, from International Mulch Company Bridgeton, Missouri, in the amount not to exceed $150,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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Council Synopsis

December 8, 2015

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

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Senior Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the renewal of the Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to offer youth basketball programs within the community

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Unified School District (TUSD), specifically Turlock High School and Pitman High School, intend to continue working together to implement a youth basketball program beginning January 2016. This eight week program is designed to teach K – 8th grade students the fundamentals of basketball. The program includes two weeks of skill clinics followed by six weeks of games. All program activity will take place at TUSD facilities. The City and TUSD have successfully partnered together to offer safe athletic opportunities for the past 15+ years.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #7: Quality Community Programs

General Principles:

1. Strive to provide affordable recreation opportunities for all.
2. Deliver positive recreation programming to deter crime and improve quality of life.
3. Focus on partnerships to expand services and the number of citizens served.
4. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
At the conclusion of the program, the City of Turlock will pay TUSD, more specifically Pitman High School Basketball and Turlock High School Basketball, 35% of net program fees to each school and include a detailed report that includes date, location and services that each school is being paid. The City of Turlock will retain 30% of the net revenue received for the program. No additional monies are required for this program. The estimated budgeted revenue for this program is $10,000 with expenses set at $2,200.

Budget Amendment
N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not approve agreement. This alternative is not recommended, it is advantageous to the City to enter into a Memorandum of Understanding with TUSD to provide youth basketball opportunities. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth sports activities.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF TURLOCK
AND
TURLOCK UNIFIED SCHOOL DISTRICT
For
YOUTH BASKETBALL PROGRAMS
CONTRACT NO. 15-149

This Memorandum of Understanding stands as evidence that the City of Turlock and Turlock Unified School District intend to work together with Youth Basketball Programs towards the mutual goal of providing organized and meaningful youth basketball opportunities for youth in grades Kindergarten to Eighth for the 2016 calendar year. Both agencies agree that the implementation of Youth Basketball Programs, as described herein, will further this goal. To this end, TUSD agrees to participate in the program by coordinating/providing the following services every regular instructional day based on program season and providing City of Turlock with all information and documentation pursuant to the deadlines.

City of Turlock scope of services:

- Coordinate with TUSD basketball coaches from Pitman and Turlock High Schools to implement the youth basketball program which includes: training, evaluation/feedback.
- Provide materials to site leads for youth coaches to implement program requirements, i.e. weekly lesson plans.
- Provide administrative support for the youth basketball program taking all registrations, distribute fliers through the schools, advertising through the local newspapers, secure facilities; provide rosters to TUSD Youth Basketball Coaches.
- Pay TUSD, Basketball Teams at Pitman and Turlock High Schools 35% per site of net revenue, from the youth basketball program.
- Ensure all youth coaches and volunteers pass a DOJ and FBI fingerprint scan. Youth Sports Program Supervisor will notify the TUSD within 48 hours of receiving DOJ and FBI information which would disqualify the individual from working with children.

OK for Agenda

TUSD scope of services:

- Provide a basketball coach to be site lead at each site to conduct and supervise Youth Basketball Programs.
- Site lead will coordinate with the Youth Sports Program Supervisor to monitor program performance.
- Site lead will place participants on teams and develop game schedule once teams are assigned.
- Provide volunteers from basketball teams to be youth coaches.
- Oversee the program and ensure that program requirements are achieved.
- Place all participants on teams, set schedules and maintain program information.
- Ensure that all youth coaches and volunteers have passed a DOJ and FBI fingerprint scan prior to participating in the youth basketball program.

General Provisions:

1. **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 December 9, 2015 and ending December 9, 2016.

2. **INSURANCE AND INDEMNIFICATION**

(a) 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 performance by the City, its agents, employees, volunteers or others 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, upon request. The District shall carry similar liability insurance, in addition to that which may be required by law, in the amounts, and with provisions reciprocal to, the terms, conditions, and obligations set forth in this section.

(b) Hold Harmless: Each party hereto shall hold the other, the other party's governing body, and its officers, agents, employees and volunteers free and harmless from any liability for loss, damage, injury, or death to persons, or damage to or loss of property, arising out of the other party's performance pursuant to this Agreement.

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

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

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

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

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

It is further understood and agreed that SCHOOL DISTRICT coaches and volunteers shall not transport participants in the youth basketball program at any time.

4. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.

5. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by SCHOOL DISTRICT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. SCHOOL DISTRICT its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

6. **NONDISCRIMINATION:** In connection with the execution of this Agreement, SCHOOL DISTRICT shall not discriminate against any employee or applicant for employment

because of age, race religion, color, sex, or national origin. SCHOOL DISTRICT 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. SCHOOL DISTRICT 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, SCHOOL DISTRICT shall comply with the provisions of Section 1735 of the California Labor Code.

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

8. **OBLIGATIONS OF SCHOOL DISTRICT:** Throughout the term of this Agreement, SCHOOL DISTRICT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SCHOOL DISTRICT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. SCHOOL DISTRICT 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.

9. **NEWS AND INFORMATION RELEASE:** SCHOOL DISTRICT 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 the CITY through the City Manager.

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

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

12. **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:

SCHOOL DISTRICT:
TURLOCK UNIFIED SCHOOL DISTRICT
ATTN: MIKE TRAINER
1574 E. CANAL DR.
TURLOCK, CA 95380
PHONE: (209) 667-0645
FAX: (209) 667-6520

CITY:
CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

13. **CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@turlock.ca.us

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.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

OR

By: _____
Gary Soiseth, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TURLOCK UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Print name: _____

Date: _____

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Council Synopsis

December 8, 2015

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

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities, Sr. Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $3,000 to account number 110-61-622-004.43161 "Facility Rent" funded by $3,290 in account number 110-61-622.35720 "Dance Etc. Program" additional revenue to cover facility rental costs associated with hosting youth dance classes at the Carnegie Arts Center

2. DISCUSSION OF ISSUE:

The Parks, Recreation and Public Facilities Department has offered youth dance classes for more than twenty years. The program has always been hosted in a City owned facility. With the sale of the War Memorial there is no longer a City facility available to accommodate the dance classes. The department has actively sought alternative locations and believes the Carnegie Arts Center is the best option, despite the new costs. The Carnegie is providing a designated non-profit rate to the City for our use of the facility.

Staff is planning to relocate our youth dance program to the Carnegie Arts Center beginning in February 2016. We believe the new location will enhance the program significantly however it will result in a new cost to the program. Staff is requesting an expense line be created within the dance program budget for facility rental costs in the amount of $3,000. To offset the increased costs, we will also be adjusting fees after the first of the year. As a result of the fee increase, we will also need to increase our revenue line number at this time by $3,290.

3. BASIS FOR RECOMMENDATION:

Policy Goal #7: Quality Community Programs

General Principle:

3. Focus on partnerships to expand services and the number of citizens served.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - $3,000

Budget Amendment: Appropriate $3,000 to account number 110-62-622-004.43161 "Facility Rent" funded by $3,290 in account number 110-61-622.35720 "Dance Etc. Program" additional revenue to cover facility rental costs associated with hosting youth dance classes at the Carnegie Arts Center.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could choose not appropriate the money for the dance class expenses and revenue. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $3,000 TO ACCOUNT NUMBER 110-61-622-004.43161 "FACILITY RENT" FUNDED BY $3,290 IN ACCOUNT NUMBER 110-61-622.35720 "DANCE ETC. PROGRAM" ADDITIONAL REVENUE TO COVER FACILITY RENTAL COSTS ASSOCIATED WITH HOSTING YOUTH DANCE CLASSES AT THE CARNEGIE ARTS CENTER	**RESOLUTION No. 2015-**

WHEREAS, the Dance, Etc. program has been held in the War Memorial Building; and

WHEREAS, effective March 1, 2016 the City of Turlock no longer has access to this building; and

WHEREAS, an alternate program location has been secured at the Carnegie Arts Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $3,000 to account number 110-61-622.004.43161 "Facility Rent" funded by $3,290 in account number 110-61-622.35720 "Dance, Etc. Program" additional revenue to cover facility rental costs associated with hosting youth dance classes at the Carnegie Arts Center.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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Council Synopsis

December 8, 2015

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

Prepared by: Mark Crivelli, Parks, Recreation and Public Facilities, Sr. Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $3,000 to account number 120-10-120.44001_000 "General Supplies" from Fund 120 "Tourism" reserve balance for costs associated with coordinating community events

2. DISCUSSION OF ISSUE:

With the activities of the former CVB being transferred back to the City, there has been an increase in the City's involvement with community events. In addition to "City Hosted" events such as the Turkey Trot and Christmas Parade, there is an expectation that we participate more actively in "Community Event Partnerships" such as 4th of July and Warrior Wednesday. Partnering in these events has resulted in additional expenses related to supply costs, which were not anticipated when the budget was originally developed. We also anticipate the possibility of new partnerships and events as we move forward in the coming year. To backfill the unanticipated costs and prepare for new event partnerships, staff is requesting a "supplies" line number in the amount of $3,000 be established. This increase will give us the opportunity to have funds available to support events and activities that encourage tourism and generate additional sales tax.

3. BASIS FOR RECOMMENDATION:

Policy Goal #5: Economic Development

General Principle:
5. Promote and support tourism.

4. FISCAL IMPACT / BUDGET AMENDMENT: $3,000

Fiscal Impact - $3,000

Budget Amendment: Appropriate $3,000 to account number 120-10-120.44001_000 "General Supplies" for costs associated with coordinating community events.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $3,000 TO ACCOUNT NUMBER 120-10-120.44001_000 "GENERAL SUPPLIES" FROM FUND 120 "TOURISM" RESERVE BALANCE FOR COSTS ASSOCIATED WITH COORDINATING COMMUNITY EVENTS	**RESOLUTION NO. 2015-**

WHEREAS, the City has an increase involvement in community events; and

WHEREAS, the City hired a part time staff person to act as the liaison for outside community events; and

WHEREAS, the City is seeking to backfill the unanticipated costs to prepare for the new event partnerships.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $3,000 to account number 120-10-120.44001_000 "General Supplies" from Fund 120 "Tourism" reserve balance for costs associated with coordinating community events.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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Council Synopsis

December 8, 2015

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

Prepared by: Betty Gonzalez, Purchasing Coordinator & Mark Crivelli, Parks, Recreation & Public Facilities Senior Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the agreement with Express Press, Inc., of Springfield, Missouri, for tee shirts for recreation programs, for a period of twelve (12) months in an amount not to exceed $25,000

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No.15-150 with Express Press, Inc. of Springfield, Missouri, 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 Supplier will provide custom screen printing and furnish the tee shirts, polo shirts, sweatshirts and reversible mesh jerseys for all recreation programs and staff uniforms for special events as requested by the Recreation Department throughout the year. The shirts will be purchase on an "As Needed" basis.

The Purchasing Office issued a formal bid for tee shirts on Request for Bid (RFB) 15-335. Seven (7) vendors were solicited, three (3) of which were local vendors. Three (3) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this service. Purchasing evaluated the bids. Award bid recap is shown below:

Item No	Bidder Name	Bid Amount based on Estimated Quantities
1	Express Press Springfield, Mo	$10,340
2	A & G Promotion San Diego, CA	$12,296
3	Riddell Elyria, Ohio	$16,378

No Bid" submitted from the companies listed below:

1) Bilson's Sports Shop Inc. of Turlock
2) Play Again Sports of Modesto
3) BB Prints It of Turlock
4) Crivelli Shirts of Turlock

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements with Express Press of Springfield, Missouri, in an amount not to exceed $25,000. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2 – Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $25,000

Budget Amendment

Funds are based on the purchase of tee shirts for each Recreation Programs from the following general ledger account numbers:

270-61-635-393.44001	ASESP Crowell Supplies	270-61-635-394.44001	ASESP Cunningham Supplies
270-61-635-395.44001	ASESP Osborn Supplies	270-61-635-396.44001	ASESP Wakefield Supplies
270-61-635-397.44001	ASESP Brown Supplies	110-61-630-404.44055	TAC Program Expenses
270-61-635-409-44001	ASESP TJHS Supplies	110-61-630-121.44055	Play Program
110-61-630-125.44055	Off Track Camp Supplies	110-61-624-059.44055	Volleyball - Spring
110-61-624-050.44055	Basketball Youth Supplies	110-61-624-066.44055	Girls Softball Reimbursement
110-61-624-051.44055	Pee Wee/T-Ball Summer	110-61-624-054.44055	Softball/Supplies Reimbursement
110-61-624-052.44055	T-ball/Pee Wee Supplies	110-61-624-055.44055	Tiny Tot Supplies- Spring Reimb.
110-61-624-056.44055	Tiny Tot Supplies Summer	110-61-624-053.44055	Turkey Trot Supplies
110-61-624-070.44055	Tot Soccer	110-61-624-057.44055	Volleyball – Fall
110-61-626-103.44055	Reimb Jr Guard Prog Camp	110-61-626.44001_000	Aquatic Supplies General
FUND 270	**Funded by grant funds**	**110-61-624/110-61-630**	**Funded by registration fees**

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:
N/A

7. ALTERNATIVES:

Do not approve agreement. This alternative is not recommended, it is advantageous to the City to contract for firm prices for the recreation programs for sports and special events for a period of twelve months.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
EXPRESS PRESS
for
RECREATION PROGRAMS
CONTRACT NO. 15-150

THIS AGREEMENT is made this 8TH day of December, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **EXPRESS PRESS**, a Missouri Corporation, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for tee shirts for Recreation Programs on an "As-Needed" basis; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Products."

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

1. **SCOPE OF WORK:** SUPPLIER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified which are necessary and required to provide the Services and shall perform such Services in accordance with the standards of its profession and the specifications attached hereto as Section 1. SUPPLIER shall provide Services 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 the 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 Section 1 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 Twenty Five Thousand and No/100ths Dollars ($25,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. **TERM OF AGREEMENT:** This Agreement shall become effective December 9, 2015 and end December 8, 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:
EXPRESS PRESS
ATTENTION: AUTIN M. OWENS
1860 E. ST. LOUIS STREET
SPRINGFIELD, MO 65802
PHONE: (417) 869-3849
EMAIL: Austin@express-press.net

for CITY:
CITY OF TURLOCK
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380
PHONE: (209) 668-5599 Ext.4601
FAX: (209) 668-5619

35. **CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Name of City Employee: Mark Crivelli, Recreation Supervisor
Department: Parks, Recreation & Public Facilities Department
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@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: _____
Gary Soiseth, Mayor

or

_____
Michael I. Cooke, Interim City Manager

Date: _____

EXPRESS PRESS

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of
Parks, Recreation & Public Facilities Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SECTION 1
CITY OF TURLOCK
TEE SHIRTS FOR RECREATION PROGRAMS

SPECIFICATIONS / SCOPE OR WORK

1.1 PURPOSE
The City of Turlock proposal from qualified firms for all Recreation Programs and staff uniforms for special events as requested throughout the year. The items will be purchased on an "As Needed" basis. Prices shall be F.O.B. destination. Custom screen printed front and/or back. Price must include design and artwork.

1.2 TERM OF AGREEMENT
The agreement resulting from this solicitation will be for the period of one (1) year with the option to renew on a year-by-year basis for a maximum of three (3) one year periods thereafter. Purchasing orders will be issued on a year-by-year basis for all years and will align with the City's fiscal year beginning July 1 of every year and expiring June 30 of every year.

1.3 TEE SHIRTS SPECIFICATIONS

a) Shirt Type: Short or long sleeves, 50% cotton, 50% polyester, double-rib at collar, shoulder to shoulder tape; double-needle stitching on sleeves and bottom hem; seamless body for wide printing area; 1 x 1 rib set-in collars. (Reference: Jerzees or Equal)

b) Shirt with Pocket: Short or long sleeves, 50% cotton, 50% polyester, double-rib at collar, shoulder to shoulder tape, double-needle stitching on sleeves and bottom hem; seamless body for wide printing area; 1 x 1 rib set-in collars. (Reference: Jerzees or Equal)

c) Polo Shirts with Spotshield: Short sleeves, 50% cotton, 50% polyester, welt-knit collar and cuffs; rib knit cuffs; double-needle stitching on bottom hem for added durability; 2 button placket with button. (Reference: Jerzees or Equal)

d) Sweatshirt: Hooded with full zip; athletic cut and minimal shrinkage. (Reference: Sport-Tek by Port Authority or Equal)

e) Reversible Mesh Jersey: Two layers of 100% polyester tricot mesh, fully reversible or wearing on either side. Bottom hem of each layer is finished separately to allow for embellishment.

f) Shirt Colors: Athletic Ash, Navy, Forest Green, Burgundy, Royal Blue, Red, Orange, Athletic Gold, Black, Light Blue, White, Khaki Brown, Deep Purple, Lime Green, Island Yellow, Burnt Orange, Jade, Cyber Pink, Kelly Green, Oxford Gray.

1.4 QUANTITIES
The quantities stated herein are an estimate of the City's requirements. The successful bidder agrees to furnish an amount more or less than that estimate in accordance with the City's actual needs at the time the shirts will be ordered. See Exhibit A for estimated quantities.

1.6 CONTRACT ADMINISTRATOR
This contract will be administered by the City's Director of Parks, Recreation & Public Facilities Department or her designee. Contact person's name and phone number will be provided upon

award of agreement to the successful bidder.

The contract Administrator will act as the City's technical representative for the duration of the agreement. She shall respond to any questions which may arise during the course of the contract in relation to quality and acceptability of materials furnished and work performed. She shall make decisions relative to interpretation of these documents in a fair and unbiased manner.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 15-335

BID DUE DATE: OCTOBER 28, 2015

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"TEE SHIRTS FOR RECREATION PROGRAMS"

1) Return original bid to: City of Turlock
Administrative Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) Price shall be F.O.B. Destination or for the service rendered.

3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.

4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company Name: Express Press	
By (Person Submitting Bid) Austin M. Owens (Print)	
By (Person Submitting Bid): Austin M. Owens (Signature)	
Title of Person Submitting Bid: Sales Manager	
Business Address, City and State, Zip: 1860 E. St. Louis St., Springfield, MO 65802	
Telephone Number: 417-869-3841	Fax Number:
Date: 10-21-15	E-Mail Address: Austin@express-press.net

FAILURE TO FURNISH TWO (2) BID DOCMENTS, ONE (1) "INKED"SIGNED ORIGINAL BID DOCUMENTS AND ONE (1) COPY OF THE SIGNED ORIGINALS.

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for furnish and print tee shirts, at the prices indicated herein.

PRICING SCHEDULE

Color	Size	Quantity	Unit Price	Total
*See below	Youth Medium	30	$ 9.98	$ 299.40
*See below	Youth Large	30	$ 9.98	$ 299.40
*See below	Adult Small	30	$ 9.98	$ 299.40
*See below	Adult Medium	30	$ 9.98	$ 299.40
*See below	Adult Large	30	$ 9.98	$ 299.40
*See below	Adult X-Large	12	$ 9.98	$ 119.76
The above is to be priced with one (1) color printing on 2 button sleeveless Henley. *Colors: Orange, Athletic Gold, Royal Blue, Forest Green, Black & Light Blue				$ 1616.76

Color	Size	Quantity	Unit Price	Total
Black/Gold	Youth Small	15	$ 9.98	$ 149.70
Black/Gold	Youth Medium	72	$ 9.98	$ 718.56
Black/Gold	Youth Large	62	$ 9.98	$ 618.76
Black/Gold	Adult Small	54	$ 9.98	$ 538.92
Black/Gold	Adult Medium	32	$ 9.98	$ 319.36
Black/Gold	Adult Large	21	$ 9.98	$ 209.58
Black/Gold	Adult X-Large	10	$ 9.98	$ 99.80
The above is to be priced with one (1) color printing on two (2) colors reversible mesh jersey.				$ 2654.68

Color	Size	Quantity	Unit Price	Total
White	Youth Small	21	$ 4.43	$ 93.03
White	Youth Medium	72	$ 4.43	$ 318.96
White	Youth Large	62	$ 4.43	$ 274.66
White	Adult Small	54	$ 4.43	$ 239.22
White	Adult Medium	53	$ 4.43	$ 234.79
White	Adult Large	31	$ 4.43	$ 137.33
White	Adult X-Large	27	$ 4.43	$ 119.61
The above is to be priced with two (2) color printing on long sleeve tee shirts.				$ 1417.60

Color	Size	Quantity	Unit Price	Total
White	Adult Small	15	$ 6.37	$ 95.55
White	Adult Medium	15	$ 6.37	$ 95.55
White	Adult Large	5	$ 6.37	$ 31.85
White	Adult X-Large	2	$ 6.37	$ 12.74
White	Adult XX-Large	2	$ 8.37	$ 16.74
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 352.43

Color	Size	Quantity	Unit Price	Total
Black	Adult Small	15	$ 6.64	$ 99.60
Black	Adult Medium	15	$ 6.64	$ 99.60
Black	Adult Large	5	$ 6.64	$ 33.20
Black	Adult X-Large	2	$ 6.64	$ 13.28
Black	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Khaki Brown	Adult Small	15	$ 6.64	$ 99.60
Khaki Brown	Adult Medium	15	$ 6.64	$ 99.60
Khaki Brown	Adult Large	5	$ 6.64	$ 33.20
Khaki Brown	Adult X-Large	2	$ 6.64	$ 13.28
Khaki Brown	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Deep Purple	Adult Small	15	$ 6.64	$ 99.60
Deep Purple	Adult Medium	15	$ 6.64	$ 99.60
Deep Purple	Adult Large	5	$ 6.64	$ 33.20
Deep Purple	Adult X-Large	2	$ 6.64	$ 13.28
Deep Purple	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Lime Green	Adult Small	15	$ 6.64	$ 99.60
Lime Green	Adult Medium	15	$ 6.64	$ 99.60
Lime Green	Adult Large	5	$ 6.64	$ 33.20
Lime Green	Adult X-Large	2	$ 6.64	$ 13.28
Lime Green	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Island Yellow	Adult Small	15	$ 6.64	$ 99.60
Island Yellow	Adult Medium	15	$ 6.64	$ 99.60
Island Yellow	Adult Large	5	$ 6.64	$ 33.20
Island Yellow	Adult X-Large	2	$ 6.64	$ 13.28
Island Yellow	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Burnt Orange	Adult Small	15	$ 6.64	$ 99.60
Burnt Orange	Adult Medium	15	$ 6.64	$ 99.60
Burnt Orange	Adult Large	5	$ 6.64	$ 33.20
Burnt Orange	Adult X-Large	2	$ 6.64	$ 13.28
Burnt Orange	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Jade	Adult Small	15	$ 6.64	$ 99.60
Jade	Adult Medium	15	$ 6.64	$ 99.60
Jade	Adult Large	5	$ 6.64	$ 33.20
Jade	Adult X-Large	2	$ 6.64	$ 13.28
Jade	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Cyber Pink	Adult Small	15	$ 6.64	$ 99.60
Cyber Pink	Adult Medium	15	$ 6.64	$ 99.60
Cyber Pink	Adult Large	5	$ 6.64	$ 33.20
Cyber Pink	Adult X-Large	2	$ 6.64	$ 13.28
Cyber Pink	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Kelly Green	Adult Small	15	$ 6.64	$ 99.60
Kelly Green	Adult Medium	15	$ 6.64	$ 99.60
Kelly Green	Adult Large	5	$ 6.64	$ 33.20
Kelly Green	Adult X-Large	2	$ 6.64	$ 13.28
Kelly Green	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Forest Green	Adult Small	15	$ 6.64	$ 99.60
Forest Green	Adult Medium	15	$ 6.64	$ 99.60
Forest Green	Adult Large	5	$ 6.64	$ 33.20
Forest Green	Adult X-Large	2	$ 6.64	$ 13.28
Forest Green	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Oxford Gray	Adult Small	15	$ 6.64	$ 99.60
Oxford Gray	Adult Medium	15	$ 6.64	$ 99.60
Oxford Gray	Adult Large	5	$ 6.64	$ 33.20
Oxford Gray	Adult X-Large	2	$ 6.64	$ 13.28
Oxford Gray	Adult XX-Large	2	$ 8.64	$ 17.28
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 262.96

Color	Size	Quantity	Unit Price	Total
Black	Adult Small	40	$ 12.42	$ 496.80
Black	Adult Medium	30	$ 12.42	$ 372.60
Black	Adult Large	15	$ 12.42	$ 186.30
Black	Adult X-Large	5	$ 12.42	$ 62.10
Black	Adult XX-Large	4	$ 14.42	$ 57.68
The above is to be priced with three (3) colors printing on hooded sweatshirt with heart pocket logo and back of sweatshirt printing.				$ 1175.48

Color	Size	Quantity	Unit Price	Total
Black	Adult Small	5	$ 6.64	$ 33.20
Black	Adult Medium	5	$ 6.64	$ 33.20
Black	Adult Large	5	$ 6.64	$ 33.20
Black	Adult X-Large	5	$ 6.64	$ 33.20
Black	Adult XX-Large	1	$ 8.64	$ 8.64
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 141.44

Color	Size	Quantity	Unit Price	Total
White	Adult Small	10	$ 6.37	$ 163.70
White	Adult Medium	10	$ 6.37	$ 163.70
White	Adult Large	5	$ 6.37	$ 31.85
White	Adult X-Large	2	$ 6.37	$ 12.74
White	Adult XX-Large	2	$ 8.37	$ 16.74
The above is to be priced with three (3) color printing, short sleeve tee shirts with heart pocket logo, left sleeve logo, and back of shirt printing.				$ 188.73

Total Annual Bid	$	10 339.68

All prices are to be F.O.B. destination, TURLOCK, CA. Any freight/delivery charges are to be included.

List any extra charges not described above: _____

_____

Time of delivery is part of the consideration and must be met. The above tee shirts will be printed and delivered within 15 days from receipt of order (verbal or written).

The above stated pricing is net to the City, exclusive of Federal excise tax, California State, Local, Sales and Use tax.

The above stated pricing is subject to _____ percent (_____%) cash discount if invoice is paid _____ days after acceptance of equipment. Terms of less than ten (10) days will be considered as net.

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

Early Pay Discount
A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes (No)

If yes, number: _____

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☒ Yes ☐ No

Order Contact
Provide the following information about the City's contact for service or order:

Name:	Austin Owens
Phone Number:	407-869-3849
Fax Number:	
Cell Number:	
Email Address:	Austin@express-press.net

Delivery (if applicable)
Method of Delivery: (Common Carrier) Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes ___ NO_____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. ____, _____, _____

Terms
1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

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

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

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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

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

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all

reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

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

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

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

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

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

Express Press
Company Name

Signature of Authorized Representative

27-3187479
Federal Tax ID Number

**Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.*

EXHIBIT 'G'
CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 15-335
TEE SHIRTS FOR RECREATION PROGRAMS

PARTICIPATION

BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit E, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding he City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

☒ Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

☐ No, we will not extend contract terms to any agency other than the City of Turlock.

(Authorized Signature)

Sales Manager
Title

5Y

Council Synopsis

December 8, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Nino Amirfar, Captain

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Affirming the City Manager's action of having executed the California Cad Solutions, Inc., Retainer Agreement for a twelve (12) month period, to provide continued regular updates of GIS data for the City of Turlock, at an hourly rate of $150 or in an amount not to exceed $18,000 in a twelve (12) month period, and allowing an agreement renewal option for a total of thirty-six (36) months

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to renew the CALIFORNIA CAD SOLUTIONS, INC retainer agreement for 12 months with the option to renew for up to 36 months. The City of Turlock currently is and has been utilizing CALIFORNIA CAD SOLUTIONS, INC as its vendor in providing timely GIS data updates and assisting our IT with maintaining our current GIS.

The current contract agreement has expired as of August and the renewal option was already exercised for its maximum time of 3 years.

CALIFORNIA CAD SOLUTIONS, INC, service is critical to the maintenance and efficient performance of our GIS which is used by the majority of City Departments in order to provide customer service and public safety.

CALIFORNIA CAD SOLUTIONS, INC, has developed expertise in our systems and to attempt to utilize any other service provider at this time would create a critical lapse in services city wide including public safety which depends on the GIS for various needs.

3. BASIS FOR RECOMMENDATION:

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.

Staff recommendation is to renew retainer agreement with CALIFORNIA CAD SOLUTIONS, INC in an amount paid on a as used hourly basis of $150 an hour not to exceed $18,000 for 12 months with an option to renew for up to 36 months.

Strategic Plan Initiative
Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operations and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

NONE- Budgeting is already in place.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the subscription service agreement. Staff does not recommend this alternative.

RETAINER AGREEMENT
for Special Services
between
the CITY OF TURLOCK
and
CALIFORNIA CAD SOLUTIONS, INC
for
GIS Services
City Project No. 15-142

THIS AGREEMENT is made this 8 day of December, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CALIFORNIA CAD SOLUTIONS, INC**, a CORPORATION, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for geographical information systems; and

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

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

1. **SCOPE OF WORK:** The Scope of Work includes the general Services to be provided by CONSULTANT as identified in Exhibit A (Request for Qualifications) and Exhibit B (CONSULTANT proposal), attached hereto, and the specific Services delineated by the INFORMATION AND TECHNOLOGY MANAGER in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

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

OK for Agenda

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

4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit C, attached hereto, the hourly sum of One Hundred Fifty and no/100th Dollars ($150.00) as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Eighteen Thousand and no/100ths Dollars ($18,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning August 1, 2015 and ending July 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 CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. **INSURANCE:** CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to

commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at

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

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

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

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

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

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

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

8. **INDEMNIFICATION:** CONSULTANT shall indemnity, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

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

this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

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

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

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

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

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

10. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

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

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The

termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

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

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

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

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

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

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

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

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

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. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

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

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

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

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

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

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

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

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

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 CONSULTANT'S charges to CITY under this Agreement.

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

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

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

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

31. **RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

32. **EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans,

specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

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

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 CONSULTANT: **CALIFORNIA CAD SOLUTIONS, INC**
ATTENTION: RAY KINSER
STREET ADDRESS: 1620 N CARPENTER RD., SUITE C-28
PO BOX 4779, MODESTO, CA 95352CITY, STATE, ZIP
PHONE: (209) 578-5580
FAX: (209) 521-6493

for CITY: **CITY OF TURLOCK**
ATTENTION: KELLIE JACOBS-HUNTER
ADMINISTRATIVE SERVICE DIRECTOR
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5461
PHONE: (209) 668-5542 Ext. 1104
FAX: (209) 668-5668

35. **CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Name of City Employee; Joe Sousa or his Designee
Department Information and Technology
156 S. Broadway, Suite 230
Turlock, California 95380-5456
Telephone: (209) 668-5542 ext. 1315
E-mail: jsousa@turlock.ca.us

36. **OTHER SOURCES:** CITY reserves the right to obtain GIS services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

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 **CALIFORNIA CAD SOLUTIONS, INC**

By: _____
Gary Soiseth, Mayor

or

Roy W. Wasden, City Manager

Date: 10/12/15

APPROVED AS TO SUFFICIENCY:

By: _____
Nino Amirfar, Police Captain
Information & Technology manager

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

By: _____

Title: PRES

Print name: RAYMOND KINSER

Federal Tax ID 77-0239826

Date: 10/30/15

EXHIBIT A, B & C

California CAD Solutions

P.O. Box 4779
Modesto, CA 95352
209-578-5580
www.calcad.com

Quote

Date	Quote #
10/29/2015	605304

Bill To	Ship To
City of Turlock Accounts Payable 156 S. Broadway, #112 Turlock, CA 95380	City of Turlock IT Department 156 S. Broadway Turlock, CA 95380

Terms	Sales Rep	Expires
Net 30	RK	

Item	Description	Qty	Cost	Total
Data Updating	Perform regular updates of GIS data for City (FY 2015-2016). Hours to be billed as used.	120	150.00	18,000.00

Subtotal	$18,000.00
Sales Tax (7.625%)	$0.00
Total	$18,000.00

Accepted By _____

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Council Synopsis

December 8, 2015

From: Robert A Jackson, Chief of Police

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Chief of Police to sign the revised Memorandum of Agreement with the County of Calaveras for law enforcement services during the Butte Fire in September 2015

2. DISCUSSION OF ISSUE:

On October 27, 2015, the Memorandum of Agreement with the County of Calaveras was approved by Council facilitating the City of Turlock to be reimbursed for assisting the County of Calaveras with law enforcement services on September 12 and 13, 2015 during the Butte Fire and authorizing the Police Chief to sign the agreement.

Calaveras County sent a revised agreement to the City of Turlock on October 29, 2015, with a revision to the last paragraph per a change from FEMA.

3. BASIS FOR RECOMMENDATION:

Participating in this agreement would allow the City of Turlock to be reimbursed for the costs associated with providing law enforcement assistance during the Butte Fire.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 : Fiscal Responsibility

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - The City of Turlock will be reimbursed financially.

Budget Amendment - None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

A. Deny request for participation in agreement with change.

MEMORANDUM OF AGREEMENT (MOA) BETWEEN CALAVERAS COUNTY AND THE CITY OF TURLOCK PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID PLAN

WHEREAS, on September 9, 2015, the Butte Fire, an extreme mega fire, fueled by heavy brush, gusty winds, drought conditions, and low humidity, swept through the region.

WHEREAS, on September 10, 2015, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistant Grant (FEMA-FM-5111-FM- CA); and

WHEREAS, the Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615-8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement; and

WHEREAS, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid and describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness; and

WHEREAS, the Sheriff of the County of Calaveras is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

WHEREAS, the Law Enforcement Mutual Aid Plan provides, in pertinent part, the following: 1) "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem" and; 2) "A request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction;" and

WHEREAS, the Sheriff of the County of Calaveras requested the mutual aid assistance of the city of Turlock pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the Butte Fire; and Turlock Police Department provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials for September 12 and 13 to assist with law enforcement services in connection with the Butte Fire; and

WHEREAS, Turlock Police Department agrees to document all of its mutual aid assistance costs related to the Butte Fire as attachments to this MOA and submit to the County of Calaveras as soon as practicable; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Turlock Police Department and the County of Calaveras that the County of Calaveras shall timely and expeditiously reimburse all reasonable costs associated with Turlock Police Department's law enforcement mutual aid assistance during the Butte Fire.

CALAVERAS COUNTY

By Shirley Ryan Date: 10/29/15
Shirley Ryan
County Administrative Officer

Turlock Police Department

By _____ Date: _____
Robert Jackson
Chief of Police

OK for Agenda

5AA

Council Synopsis

December 8, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Scott Ellis, Traffic Sergeant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding between the law enforcement agencies of Stanislaus County to develop a multi-jurisdictional traffic enforcement team that can address traffic concerns on a larger than normal scale by utilizing traffic units throughout the County to work together in an attempt to reduce traffic collision related accidents

2. DISCUSSION OF ISSUE:

Stanislaus County law enforcement agencies have a long standing history of providing distinguished service to local communities served both individually and collectively. Our agencies have excelled at sharing resources, developing multi-agency task forces, inter-agency training and inter-operable communications.

In 2014, the City of Turlock itself sustained ten (10) fatalities as a result of vehicle related collisions. The violations identified in those collisions ranged from speed, unsafe turning movements to impaired driving.

The intent of this Memorandum of Understanding is to develop protocol to support multi-jurisdictional traffic enforcement that will positively affect both the City of Turlock along with other agencies throughout the county.

3. BASIS FOR RECOMMENDATION:

A) City of Turlock policy requires City Council approve all agreements

Policy Goal and Implementation Plan Initiative:

Policy Goal # : **Fiscal Responsibility**

General Principles:

7. Develop value-added partnerships with public and private agencies, industry and educational institutions, including, but not limited to:
   a. Stanislaus County Fair

b. California State University Stanislaus
c. Turlock Irrigation District
d. Turlock Unified School District

8. Strive for interregional cooperation for the benefit of all.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council could decline the MOU between the law enforcement agencies of Stanislaus County, however, staff does not recommend this as an alternative.

County Integrated Traffic Enforcement (C.I.T.E.) Team of Stanislaus County

Stanislaus County Sheriff's Department, Waterford Police Services, Riverbank Police Services, Patterson Police Services, Hughson Police Services, Modesto Police Department, Turlock Police Department, Ceres Police Department, Oakdale Police Department, Newman Police Department, California State University Stanislaus

Purpose:

The leadership of the law enforcement agencies in Stanislaus County recognizes that the shared deployment of certain resources can result in a county-wide benefit to our citizens. Each year in Stanislaus County many of our residents are injured or killed and suffer property damage losses as a result of negligent motor vehicle operations on Stanislaus County roadways. Our shared goal is to reduce the number of people injured or killed in motor vehicle collisions. By sharing of resources, a team of traffic enforcement personnel will be deployed to various locations throughout our jurisdictions to target areas that are prone to collisions and negligent driving behaviors.

GENERAL ENFORCEMENT GUIDELINES

Deployments:

Deployments should be conducted within an incorporated city a minimum of once per month for a minimum of four hours and a maximum of an eight hour period. Additional deployments for events or other traffic related issues can be requested by any participating agency.

Deployment- Officer compensation (straight time or overtime) will be the responsibility of the participating agency.

Monthly deployments and special events should be scheduled a minimum of 30 days in advance.

The city hosting a particular detail will be responsible for conducting a pre-deployment briefing at their facility to direct officers into areas that they need enforcement and what the issues are that should be addressed.

Following each deployment there should be a team debriefing to collect stats and discuss the deployment.

Each deployment should consist of a minimum of one supervisor and four Officers.

Policy:

OK for Agenda

Each Officer shall follow their own department policies, rules and regulations regardless of the location of the deployment, including but not limited to the respective departments pursuit policy.

Citations and Towing:

Each agency should use their employing department's citations and report forms.

The Court location, date and time shall correspond with the jurisdiction that the citation was issued. During briefing the host agency shall provide team members with their traffic court information.

Rotation tow(s) shall be utilized based upon the jurisdiction where the deployment is taking place. Vehicle releases will take place at the host agency. Due to vehicle releases being a host agency responsibility a host agency file number will need to be utilized when a vehicle is towed and CHP 180 completed. The host agency will be responsible for entering the vehicle into CLETS and mailing out the CHP 180 to the registered/legal owner if not completed by the citing/towing officer. The original CHP180 will stay with the host agency. If needed, a report number from the citing officer's agency may be cross-referenced with the host agencies report number and a copy of the CHP 180 provided to the citing officer for their agencies records. The coordinator for each deployment will brief participating traffic personnel on this process. Vehicle release fees will be retained by the host agency.

Coordinator Responsibilities:

A rotating coordinator shall be selected by the participating agencies to establish the deployment schedule and process requests. The coordinator should be rotated every 12 months. The coordinator shall compile the statistics for each deployment and forward them to each agencies traffic supervisor after each operation. The coordinator shall brief team members on the process for towing and release of stored vehicles.

The coordinator shall prepare an annual review of the previous year's deployments and provide them to each agency's traffic supervisor to be shared with their command staff.

Media Relations:

It shall be the option of the host agency to initiate a press release prior to or after an enforcement deployment.

Citizen Complaints:

Citizen complaints shall be referred to the agency employing the officer(s) to whom the complaint is directed.

The undersigned hereby agree to the provisions of this Agreement and agree that the provisions made herein will be honored.

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

COUNTY OF STANISLAUS

_____
Adam Christianson, Sheriff

CITY OF RIVERBANK

_____
Erin Kiely, Chief of Police

CITY OF HUGHSON

_____
Larry Seymour, Chief of Police

CITY OF CERES

_____
Brent Smith, Chief of Police

CITY OF NEWMAN

_____
Randy Richardson, Chief of Police

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

CITY OF WATERFORD

_____
Mike Radford, Chief of Police

CITY OF PATTERSON

_____
Jeff Dirksey, Chief of Police

CITY OF MODESTO

_____
Galen Carroll, Chief of Police

CITY OF OAKDALE

_____
Lester Jenkins, Chief of Police

CALIFORNIA STATE STANISLAUS

_____
Andy Roy, Chief of Police

_____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Robert A. Jackson, Chief of Police

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

5AB

Council Synopsis

December 8, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Joey Mercado, Police Lieutenant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating $8,050 in unspent funds from Fiscal Year 2014/15 to Fiscal Year 2015/16 to account number 240-00-000-213.51153 "Police Services – Weapons" for the purchase of seven (7) Colt AR-15 rifles for the Turlock Police Department

2. DISCUSSION OF ISSUE:

On December 9, 2014, City Council approved the purchase of new firearms and related equipment, including the trade-in of existing firearms in an amount not to exceed $36,254 and awarded the bid to LC Action Police Supply, LTD of San Jose, California. City Council also approved an appropriation of $6,254 to account number 240-00-000-213.51153 "Police Services – Weapons" from Fund 240 "Small Equipment Replacement – Police Services" reserve balance for the purchase of new firearms and related equipment.

In December 2014, the City of Turlock placed the order for the new firearms and related equipment with LC Action Police Supply, LTD of San Jose, California. In January 2015, the City of Turlock received all the items ordered with the exception of the seven Colt AR-15 rifles. The rifles have not been delivered yet. Since they were received after June 30, 2015, staff is requesting the carryover of funds from 2014/15 to 2015/16 to provide a payment source for the rifles.

3. BASIS FOR RECOMMENDATION:

When the City of Turlock placed the order of new firearms and related equipment with LC Action Police Supply, LTD, there was a shortage in the availability of the Colt AR-15 rifles. Colt had to manufacture the rifles once the order was placed by LC Action Police Supply, LTD. The date of delivery of the seven (7) Colt AR-15 rifles has been delayed as a result.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2 Fiscal Responsibility
General Principles:

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

7. Develop value-added partnerships with public and private agencies, industry and educational institutions, including, but not limited to:
    a. Stanislaus County Fair
    b. California State University Stanislaus
    c. Turlock Irrigation District
    d. Turlock Unified School District

4. FISCAL IMPACT / BUDGET AMENDMENT:

When the 2015/16 budget was prepared, staff expected to receive the rifles prior to June 30, 2015, therefore, funds were not carried over to 2015/16 for the rifles.

Staff is requesting the re-appropriation of unexpended funds in the amount of $8,050 to account number 240-00-000-213.51153 "Police Services – Weapons" from Fiscal Year 2014/15 to Fiscal Year 2015/16 for the purchase of seven (7) Colt AR-15 rifles for the Turlock Police Department.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council may deny the re-appropriation of funds in the amount of $8,252 to account number 240-00-000-213.51153 – "Police Services – Weapons" from Fund 240 "Small Equipment Replacement – Police Services" from the 2014-2015 Fiscal Year to be rolled over to the 2015/16 Fiscal Year for the purchase of seven (7) Colt AR-15 rifles for the Turlock Police Department from L.C. Action Police Supply LTD, San Jose, California.

This alternative is not recommended.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING $8,050 IN UNSPENT FUNDS FROM FISCAL YEAR 2014/15 TO FISCAL YEAR 2015/16 TO ACCOUNT NUMBER 240-00-000-213.51153 "POLICE SERVICES – WEAPONS" FOR THE PURCHASE OF SEVEN (7) COLT AR-15 RIFLES FOR THE TURLOCK POLICE DEPARTMENT	**RESOLUTION NO. 2015-**

WHEREAS, on December 9, 2014, City Council previously approved the purchase of new firearms and related equipment, including the trade-in of existing firearms in the amount not to exceed $36,254 and awarded the bid to LC Action Police Supply, LTD of San Jose, California; and

WHEREAS, in December 2014, the City of Turlock placed the order of new firearms and related equipment with LC Action Police Supply, LTD of San Jose, California. The City of Turlock has received all other items ordered with the exception of the seven Colt AR-15 rifles; and

WHEREAS, due to the shortage in available rifles from the manufacturer, the receipt of the rifles has been delayed; and

WHEREAS, when the 2015/16 budget was prepared, staff anticipated that the rifles would be received prior to June 30, 2015, and, therefore, did not carryover funds for this purchase to Fiscal Year 2015/16.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does re-appropriate of $8,050 in unspent funds from Fiscal Year 2014/15 to Fiscal Year 2015/16 to account number 240-00-000-213.51153 "Police Services – Weapons" for the purchase of new firearms and related equipment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5 AC

Council Synopsis

December 8, 2015

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the agreement with Kemper CPA Group, LLP to perform a compliance audit of the Convention and Visitors Bureau "Tourism Fund" for the period of January 1, 2009 through May 3, 2015

Resolution: Appropriating $1,895 to 512-10-152.43016 "CVB Audit" from Fund 512 "Casualty Insurance" reserve balance for additional scope work in the compliance audit of the Turlock Convention and Visitors Bureau "Tourism Fund" for the period January 1, 2009 through May 3, 2015

2. DISCUSSION OF ISSUE:

On May 26, 2015, the City Council approved a Professional Services Agreement with Kemper CPA Group, LLC 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 September 24, 2015 Kemper CPA Group presented their draft report and the City Council accepted the report and authorized them to issue the final report.

3. BASIS FOR RECOMMENDATION:

Kemper has submitted an invoice in the amount of $1,895 to cover additional scope work, reconciliation of the Convention and Visitors Bureau's administrative costs/payroll and other charges.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

3. Track, report on and propose appropriate budget amendments.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - $1,895

Budget Amendment: Appropriating $1,895 to 512-10-152.43016 "CVB Audit" from Fund 512 "Casualty Insurance" reserve balance for additional scope work in the compliance audit of the Turlock Convention and Visitors Bureau "Tourism Fund" for the period January 1, 2009 through May 3, 2015.

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."

AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
KEMPER CPA GROUP, LLP (Stockton Office)
For
Agreed-Upon Procedures Pertaining to Agreement for Tourism Services

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THIS AMENDMENT, dated December 8, 2015, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and KEMPER CPA GROUP, LLP, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an agreement dated May 26, 2015, whereby CONSULTANT will perform agreed-upon procedures to be performed related to the Agreement for Tourism Services with the Chamber of Commerce (hereinafter the "Agreement").

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

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

> "4. **COMPENSATION:** CITY agrees to pay CONSULTANT additional compensation in the amount of One Thousand Eight Hundred Ninety Five and No/100^{ths} Dollars ($1,895.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Sixteen Thousand Eight Hundred Ninety Five and No/100^{ths} Dollars ($16,895.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement and this Amendment No. 1

2. **CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Kellie L. Jacobs-Hunter
Administrative Services
156 S. Broadway, Suite 230
Turlock, California 95380-5454
Telephone: (209) 668-5542 Ext. 1104
E-mail: kjacobs-hunter@turlock.ca.us

OK for Agenda

3. 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: _____

KEMPER CPA GROUP, LLP

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $1,895 TO 512-10-152.43016 "CVB AUDIT" FROM FUND 512 "CASUALTY INSURANCE" RESERVE BALANCE FOR ADDITIONAL SCOPE WORK IN THE 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 26, 2015, the City Council approved a Professional Services Agreement with Kemper CPA Group, LLC 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 September 24, 2015, Kemper CPA Group presented their draft report and the City Council accepted the report and authorized them to issue the final report; and

WHEREAS, Kemper CPA Group, LLC performed additional scope work, reconciliation of the Convention and Visitors Bureau's administrative costs/payroll and other charges.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate funds of $1,895 to 512-10-152.43016 "CVB Audit" from Fund 512 "Casualty Insurance" reserve balance for additional scope work in the 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 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5AD

Council Synopsis

December 8, 2015

From: Phaedra A. Norton, City Attorney

Prepared by: Phaedra A. Norton, City Attorney

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the amended Joint Powers Authority (JPA) Agreement for the Stanislaus Regional Water Authority (SRWA)

2. DISCUSSION OF ISSUE:

On September 24, 2015, the SRWA Board directed staff to amend the JPA Agreement.

In addition, on November 10, 2015, the Modesto City Council provided direction to their staff to withdraw from participation in the SRWA. In order for Modesto to withdraw, it is necessary to amend the JPA to include language that allows for voluntary withdrawal from the Governing Board and the Authority.

On November 20, 2015, the SRWA Board unanimously approved the amended JPA Agreement that allows for a participant to voluntarily withdraw, updates the voting structure of the Board, and incorporates other housekeeping changes as discussed by the Board.

In order for the amendments to become effective, the Legislative Body of each Participating Agency needs to approve the amended JPA Agreement. Once approved by the Legislative Bodies, the amended agreement will be filed with the California Secretary of State.

3. BASIS FOR RECOMMENDATION:

City Council approval is necessary to approve the amended JPA Agreement.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

3. Residents, businesses and visitors rely on:
   a. High quality and adequate drinking water.

Action Item:

1. Expand drinking water supply and improve drinking water quality.
2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

If the amended JPA Agreement is approved, allowing the City of Modesto to withdraw from participation, the allocation of funds between the remaining Participants will need to be modified.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the amended JPA Agreement for the SRWA.

AMENDED DRINKING WATER SUPPLY PROJECT

Field Code Changed

JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN
THE CITIES OF CERES, MODESTO AND TURLOCK,
FOR THE PURPOSE OF CREATING A JOINT POWERS
AUTHORITY RESPONSIBLE FOR DECISIONS IN CERTAIN MATTERS
PERTAINING TO THE MUNICIPAL AND INDUSTRIAL WATER SUPPLY
PROGRAMS FOR THE AFOREMENTIONED PUBLIC ENTITIES

THIS AMENDED AGREEMENT, ~~dated for convenience as of~~ originally entered into on September 27, 2011, is hereby amended and updated on November 20, 2015, and is by and between the Cities of Ceres, Modesto & Turlock, hereinafter "Participants", being municipal corporations duly organized and existing under the laws of the State of California.

WHEREAS, the intent of the parties to this Agreement is to create a Joint Powers Authority that would purchase water from the Turlock Irrigation District (hereinafter referred to as "TID"), would treat such water and would make such treated water available At Cost to the Participants-; and

WHEREAS, the Participants are interested in finding and evaluating surface water supply -options and facilities to serve municipal and industrial water to the customers within their service areas; and

WHEREAS, the Participants desire to develop a safe, dependable, economical and long-term municipal and industrial water supply system; and

WHEREAS, the Participants desire to tailor the ~~p~~Project to individual community needs; and

WHEREAS, each of the Participants has heretofore been participating in a Project to seek an alternative surface water supply; and

WHEREAS, ~~A~~all Participants desire to establish a joint powers authority by this Agreement so they may collectively discuss, develop and negotiate alternatives regarding the aforementioned Project; and

WHEREAS, ~~T~~the Participants desire to secure a reliable source of surface water for municipal and industrial water and other municipal purposes; and

WHEREAS, each of the Participants is authorized to develop, obtain, and serve a municipal and industrial water supply, pursuant to California law.

NOW, THEREFORE, the Participants, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

ARTICLE I. DEFINITIONS:

~~Section 1.01. Definitions.~~ Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meaning herein specified.

A. "Act" means Articles ~~I~~1 through 4 (commencing with section 6500) of ~~c~~Chapter 5, ~~d~~Division 7, Title 1 of the Government Code of the State of California.

B. "Agreement" means this Agreement.

C. "At Cost" means the actual cost per million gallons of project water paid by each Participant. The components of cost will include engineering costs, construction costs, project operating and maintenance costs, raw water costs, project sunk costs, and financing costs.

D. "Authority" means the Stanislaus Regional Water Authority established pursuant to this Agreement.

E. "Bonds" means certificates of participation or bonds of the Authority issued pursuant to Article 2 (commencing with section 6540) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

F. "Capital Improvements" means any facility or facilities, whether newly constructed, expanded, rehabilitated, or otherwise acquired, including but not limited to purchase of land or water rights, which are for the purposes of carrying out the purposes of the Project.

G. "Capital Costs" mean the project-related costs of construction, financing, acquiring, planning, designing, environmental documentation and permitting (including any mitigation costs or filing fees related to permitting) and the funding of a reasonable capital reserve. Capital Costs include the initial ~~P~~project construction and subsequent Capital Costs of ~~P~~project repair, replacement, modification, and improvement.

H. "Fixed Operating Costs" mean those ~~P~~project-related operating, maintenance and management costs that are incurred irrespective of the amount of water conveyed through the Project, including, but not limited to, consultant costs, employee salaries and expenses, debt service costs on any bonds or other indebtedness issued to finance the Capital Costs, bond reserve funds, and the cost of bond or financing agreements.

I. "Variable Operating Costs" mean those ~~P~~project-related operating and maintenance costs and other costs that are dependent on, and vary based on, the volume of water actually conveyed through the Project (including, but not limited to, the costs of water (e.g., supplied under a water supply contract) and power), length or size of the Transmission Piping, or such other method as may be established by the ~~unanimous~~ Governing Board ~~approval~~.

J. "Construction" means the ~~P~~project-related procurement of materials, parts and equipment, construction, construction management, and related field services including project management activities, contractor management, design assistance during construction, as-built-drawings, and start-up testing.

K. "Directors" means the representatives of the Participants appointed to the governing body pursuant to Article V.

L. "Finance Director" shall mean the person designated by Article XVI of this Agreement.

M. "Governing Board" means the governing board established pursuant to Article V, Paragraph A.

N. "Fiscal Year" means the period from July 1 to and including the following June 30.

O. "Participants and Participant" means all of the original parties to this Agreement.

P. "Project" means the acquisition of a safe, reliable, economical long-term municipal and industrial water supply system or systems, including without limitation, scoping and data collection, program planning, facilities planning, design and construction, program start up and contracting for, and acquisition of water rights and-/or water delivery.

Q. "General Manager" means the person selected by the Governing Board to manage the day-to-day operations of the Project, in an at-will employment relationship to the Board, which shall have overall ~~P~~project management responsibility.

R. "Public Agency" means any public agency authorized by the Act to enter into a joint exercise of powers agreement with the Participants.

S. "Secretary" means the Secretary of Authority.

T. "State" means the State of California.

U. "Ex-officio" means non-voting Director of the Governing Board serving in an advisory capacity.

V. "Project Facility" or "Project Facilities" means each facility or facilities as identified as a Project Facility in Exhibit B, attached hereto and incorporated herein.

W. "Dedicated Capacity" means the water capacity of the Project Facilities dedicated to each Participant as set forth in "Exhibit A".

ARTICLE II. PURPOSE:

A. The purpose of this Agreement is to establish a Joint Powers Authority responsible for representing the Participants in decisions and matters relating to the Project.

B. Objectives: The Authority created by this Agreement has the following objectives to accomplish its purpose:

1. Plan and develop the implementation of surface water supplies;

2. Function as the community focal point for all grant/aid applications related to the ~~p~~Project;

3. Develop a support staff;

4. Develop the procedures for establishing and conducting this Authority's coordination functions;

5. Design, construct, finance, own, and operate the Project Facilities; and

6. Provide treated water At Cost and on the same terms and on an equitable basis to the Participants.

7. The method by which the purposes of this Agreement shall be financed is through the sale of Certificates of Participation, the issuance of Bonds, or such other method as agreed upon by the Participants.

ARTICLE III. FORMATION:

Upon the effective date of this Agreement, there is hereby established the Stanislaus Regional Water Authority pursuant to the provisions of Article I, Chapter 5, Division 7 of Title 1 of the California Government Code, commencing with Section 6500, hereinafter "Act". As provided in Section 6507 of the Act, the Authority shall be a public entity separate from each of the Participants.

ARTICLE IV. TERM:

This Agreement will become effective upon the date of its execution by all of the original Participants and shall continue in full force and effect until terminated. This Agreement may be terminated at any time by mutual agreement of all Participants thereof.

ARTICLE V. GOVERNING BOARD:

A. Governing Board: The Authority shall be administered by a Governing Board which shall be comprised of the following: One member from each City Council of each City which is an original Participant. Within 60 days after the execution of this Agreement by the Participants, each Participant shall designate its Governing Board member (Director) and an alternate. Each Director of the Governing Board shall have one vote which shall be equal in weight to the vote of each other Director. ~~In the event of a tie vote, and only in that event, the General Manager shall have a vote equal in weight to that of a Director.~~ The Mayor of each Participant may be a Director in lieu of a City Council person and termination of a Director's status as a Councilmember or Mayor shall constitute automatic termination of that person's Directorship on the Authority's Governing Board. The appointing City may appoint a new Director or alternate Director immediately upon the occurrence of any vacancy in that party's representation, or the alternate Director appointed pursuant to this Article V may serve until a new Director is appointed. Each City shall appoint one alternate Director to serve the Authority during the absence of any regular Director from any meeting of the Authority, and that Director's alternate shall be entitled to participate in all respects as a regular Director of the Authority. The Governing Board shall have Ex-officio Directors as the Governing Board shall from time-to-time designate. Each Ex-officio Director shall serve in a non-voting, advisory capacity.

B. 1. Automatic termination from the Governing Board and the Authority: Prior to commencement of the construction of the Project Facilities an agreement or agreements detailing ownership and operation will have to be consummated. Failure of any Participant or Participants to approve and endorse such agreement or agreements shall automatically terminate the entity from participation in the ~~p~~Project and terminate their membership in the Authority.

~~B.~~2. Voluntary withdrawal from the Governing Board and the Authority: Any Participant may withdraw from membership in the Authority at any time prior to the completion of Phase I work for the project (Phase I work includes environmental work and environmental compliance, but does not include construction) by providing ten (10) days written notice to the other Participants. Because the City of Modesto has provided ten (10) days written notice of its decision to withdraw, given to the other Participants on November 20, 2015, its withdrawal shall be effective upon the effective date of this Amended Agreement.

If a Participant withdrawals, the Participant shall be financially responsible for its share of any and all costs incurred up through the effective date of the termination, unless the Participants have agreed otherwise; ~~:~~the Participants hereby agree to the limitations on financial responsibilities and liabilities set forth in the City of Modesto's November 20, 2015 written notice of withdrawal.

Upon withdrawal by a Participant, the Board shall have the authority to update

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and amend this Agreement to reflect the Participant's withdrawal including making amendments to Article V, Section C without further action of the legislative bodies of the Participants.

C. Meeting: The Governing Board shall hold at least one (1) regular meeting each calendar quarter. All meetings shall be scheduled and conducted pursuant to the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.). At such time that Modesto is no longer a Participant, aA minimum of ~~three (3)~~two (2) Directors shall constitute a quorum for the transaction of business and ~~the affirmative vote of at least three (3) Directors~~a majority vote of the entire Board shall be required for the approval of any action taken by the Governing Board, unless otherwise stated herein.

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

D. Officers: The Governing Board shall select a Chair and a Vice Chair. It shall then appoint a General Manager, a Secretary and any other officers as determined necessary by the Governing Board. The Chair shall preside at all Authority meetings. The Vice Chair shall act in place of the Chair at meetings should the Chair be absent. All officers shall serve at the pleasure of the Board.

E. Bylaws: The Governing Board may, from time to time, adopt such bylaws and regulations for the conduct of its meetings as are necessary for the purposes herein.

The duties of certain officers are as follows:

1. The Chair of the Governing Board shall be elected annually by the Governing Board ~~on a rotating basis~~ and the Chair shall coordinate the work of officers and committees of the Authority in order that the Authority's purposes may be promoted; preside at all meetings of the Authority; appoint such ad hoc committees as may be desirable, subject to the approval of the Governing Board; serve as the official spokesperson of the SRWA; ~~perform such other duties as assigned to him or her by the Governing Board; and~~ be the approved signatory on legal or formal documents of the Authority; and perform such other duties as assigned to him or her by the Governing Board.

2. The Vice Chair shall assist the Chair in the performance of his or her duties; perform the duties of the Chair in the absence or inability of that officer to act; and perform such other duties as may be assigned to him or her by the Governing Board.

3. The General Manager shall be in charge of the day-to-day operations of the ~~p~~Project, including but not limited to, operations, maintenance, budget and capital projects. The General Manager shall serve at the pleasure of the Governing Board, and shall have the power to hire and discipline employees in accordance with the personnel rules of the Authority.

4. General Counsel. The General Counsel shall provide legal advice and services to the Authority. The General Counsel shall be appointed by and shall serve at the pleasure of the Governing Board.

5. The Secretary shall keep, or cause to be kept, accurate records of the proceedings of all meetings of the Authority; be responsible to prepare, or cause to be prepared, meeting schedules, notices, resolutions and agendas; make such records of the proceedings available to the Governing Board Directors for their approval at each meeting; keep Directors and agencies informed of meeting proceedings and activities of the Authority; conduct all necessary correspondence of the Authority; be responsible for preparing, or causing to be prepared, any annual reports required by law; prepare such notices and reports as may be requested by the Governing Board; prepare, or cause to be prepared, periodic reports on the financial status of the Authority; and be responsible for coordinating the annual audit of the Authority, as required by this Agreement.

ARTICLE VI. POWERS OF THE AUTHORITY:

Consistent with Government Code Section 6509, so long as Modesto remains a Participant, ~~T~~the Authority shall have and shall exercise powers attributable to the City of Modesto (the 6509 agency), except as herein prohibited and otherwise prohibited by law. At such time that Modesto is no longer a Participant, the authority shall have and shall exercise the powers attributable to the City of Turlock and it shall become the 6509 agency. The Authority is hereby authorized, in its own name acting through the Governing Board, to do all acts necessary or convenient for the exercise of its powers to accomplish its objectives, including, but not limited to:

A. Employ agents, consultants, advisors, independent contractors, and employees;

B. Make and enter into contracts;

C. Acquire, hold and convey real and personal property;

D. Incur debts, obligations and liabilities;

E. Accept contributions, grants, or loans from any public or private agency or individual or~~f~~ the United States or any department, instrumentality, or agency

thereof for the purpose of financing its activities;

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

G. Reimburse Directors for reasonable and necessary expenses incurred in performing the duties of their office;

H. Reimburse Participants for the direct costs incurred in the formation of the Authority and continued testing of the source waters.

I. Sue and be sued in its own name, all as provided in Section 6508 of the Act, as well as the power of eminent domain;

J. Exercise any powers, as agreed to by the parties; ~~and~~

K. Do all other acts reasonable and necessary to carry out the purpose of this Agreement~~.~~;

L. To acquire, construct, manage or maintain or operate any building, works or Capital improvements~~.~~; and

M. To levy and collect revenue and funding as authorized by law.

Such powers shall be exercised in the manner provided by the Act and except as expressly set forth herein, subject only to the restriction of exercising its powers, imposed upon the ~~City of Modesto~~6509 agency in the exercise of similar powers. Notwithstanding the generality of the foregoing, and except as expressly authorized by this Agreement including, but not limited to, Article VII, IX and XV, the Authority shall have no power to bind any of the Participants to any monetary obligation whatsoever other than expressly authorized by the mutual written consent of the Participants. The Authority shall be strictly accountable for all funds received, held, and disbursed by it.

ARTICLE VII. DUTIES AND RESPONSIBILITIES OF THE AUTHORITY:

A. The Authority shall perform various functions that are necessary to fulfill its objectives and goals and carry out the purposes of the Authority.

B. The Authority shall function as the community focal point for all grant/aid applications in regard to the Project.

C. The Authority shall develop the necessary support staff.

D. The Authority shall develop the procedures for establishing and conducting the Authority's functions.

E. The Authority shall establish a funding basis for initial and sustained operations.

F. Within 120 days after the first meeting of the Governing Board, and thereafter prior to the commencement of the fiscal year, the Governing Board shall adopt a budget.

G. The Authority shall prepare a budget for the Project at least thirty (30) days prior to the beginning of each fiscal year.

1. All Project budgets shall include fixed operating, variable operating, and Capital costs.

2. Budget principle: In preparing and reviewing budgets for the Project, the Authority shall be guided by the principle that the Project shall be operated in as economic manner as practical in accordance with generally accepted municipal and industrial water practices as evidenced by similar size municipal and industrial water systems in Northern California.

ARTICLE VIII. FUNDS DEPOSIT IN PARTICIPANTS TREASURY:

A. The Authority may accept and expend funds from public or private sources, subject to the restrictions of law, for the purpose of carrying out its powers, duties, responsibilities, and obligations specified in this Agreement.

B. Subject to the provisions of this Agreement and any applicable law, the Finance Director shall receive, have custody and disburse Authority funds pursuant to the procedures established by the Authority.

ARTICLE IX. EXPENDITURES AND OBLIGATIONS:

A. The Directors and every other official or employee of the Authority shall be limited in the making of expenditures or incurring of liabilities to the amount of the appropriations allowed by the budget as adopted by the Governing Board or thereafter revised by the Board, in accordance with procedural rules for expenditures and obligations of funds as adopted by the Governing Board.

B. Except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the

Authority or a liability of any party to this Agreement.

C. Pursuant to Section 6508.1 of the ~~California Government Code~~Act, the debts, liabilities, and obligations of the Authority shall be those of the Authority and not of the Participants in this Joint Powers Agreement.

ARTICLE X. PURCHASES:

The Governing Board of the Authority shall designate a Purchasing Agent for the Authority.

ARTICLE XI. RECORDS AND ACCOUNTS:

A. The Authority shall be strictly accountable for all funds.

B. The Governing Board of the Authority shall cause to be kept proper books, ~~of~~ records and accounts in which a complete and detailed entry shall be made of all of the transactions of the Project including all receipts and disbursements. The books and records shall be kept in accordance with Section 6505 of the Act and rules and regulations of the State Controller. The books shall be subject to inspection at any reasonable time by the duly authorized representative of each of the Participants in this Agreement.

C. The Governing Board of the Authority shall cause to be prepared an annual financial and operational report pursuant to Section 6505 of the Act, including a report of all receipts and disbursements of funds which shall be available at the office of the Secretary and a copy thereof shall be delivered to each party to this Agreement. The report shall be filed within 180 days of the close of each fiscal year.

D. The Finance Director, within 100 days after the close of each Fiscal Year, shall give a ~~complete~~preliminary written auditor report of all financial activities to the Governing Board, and give a final written auditor report no later than January of each year for the previous fiscal year~~for such fiscal year to the Participants to this Agreement~~.

ARTICLE XII. CLAIMS:

All claims against the Authority, including but not limited to contested claims by public entities, or public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title I of the Government Code or in accordance with claims procedures approved by the Treasurer and established by

the Governing Board of the Authority pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code.

ARTICLE XIII. ALLOWANCE OF CLAIMS BY FINANCE DIRECTOR:

The Finance Director shall audit and allow or reject claims in lieu of, and with the same effect as, allowance or rejection by the Governing Board of the Authority in any of the following cases: Expenditures which have been authorized by purchase orders issued by an officer of the Authority authorized by said Governing Board to make purchases. Expenditures which have been authorized by contract, resolution or order of the Governing Board acting within the scope of its authority.

ARTICLE XIV. INSURANCE/BONDS:

The Authority shall at all times maintain worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the Authority, its officers, employees or agents and the Participants to this Agreement. Such insurance may be maintained in whole or in part in the form of self-insurance.

ARTICLE XV. FINANCING:

A. It is the intent of the Participants that the Joint Powers Authority shall become financially self-sufficient. Each of the Participants shall contribute a percentage of the budget based on its anticipated participation as set forth in Exhibit "A" attached hereto.

B. Each of the Participants agrees that its Water Enterprise Fund or such other fund as a Participant may determine, but not the Participant's General Fund, shall be responsible for paying its respective share of the budget as set forth in Exhibit "A" attached hereto.

C. Each of the Participants to this Agreement may, but is not required to, contribute additional money, office space, furnishings, equipment, supplies or services as the respective Participants, thereof may deem appropriate.

D. Funds may also be derived through State subvention funds, Federal grants, bonds or other available sources. The Authority may also apply for available State or Federal funds and shall make new and additional applications from time to time as appropriate. The Authority may also establish and collect various fees, leases or rents as may be authorized by law.

E. The initial budget shall not exceed $100,000.00 unless specifically authorized by

unanimous vote of the Governing Board.

F. The Governing Board shall determine on an annual basis, prior to the beginning of each fiscal year, a level of reasonable cash reserves to be accumulated by the Authority. This reserve shall be accumulated from revenues collected in excess of all actual costs of the Authority. Once the targeted reserve level is reached, all additional revenues collected in excess of the actual costs of the Authority shall be considered excess revenue and, subject to any limitation in any bond or other financing agreement, carried forward as revenue for the next fiscal year and serve to reduce each Participant's respective assessment for such subsequent fiscal year.

ARTICLE XVI. FINANCE DIRECTOR DESIGNATED AS TREASURER:

The ~~Finance Director of Modesto is hereby designated to be Treasurer of~~Governing Board of Authority shall designate a Finance Director for the Authority. Subject to the applicable provisions of any resolution, trust agreement or indenture authorizing the sale of certificates of Participation or issuance of any Bonds and providing for a trustee or fiscal agent, the Finance Director is designated as the depositary of the Authority to have custody of all money of the Authority from whatever source in accordance with Section 6505.5 of the ~~Law~~Act, and, as such, shall have the powers, duties and responsibilities specified in such Section 6505.5 of the ~~Law~~Act; provided, however, that moneys of the Authority shall be kept separate and apart from, and shall not be commingled with, money~~ies~~ of the Finance Director's City.

ARTICLE XVII. AUDITOR:

The Auditor~~, being of~~ shall be from the same public agency as the Finance Director, and is hereby designated as Auditor of the Authority in accordance with Section 6505.5 of the ~~Law~~Act. Subject to the applicable provisions of any resolution, trust agreement, or indenture authorizing the sale of Certificates of Participation or issuance of any Bonds and providing for a trustee or fiscal agent, the Auditor shall have the powers, duties and responsibilities specified in such Section 6505.5 of the ~~Law~~Act.

ARTICLE XVIII. CHARGES FOR SERVICE OF TREASURER, ~~AND~~ AUDITOR, AND SECRETARY:

~~City Council of the City of Modesto, being t~~The ~~governing body~~City Council of the ~~same public entity~~participating agency that provides the services of ~~as~~ the Treasurer, ~~and~~ Auditor~~,~~ and Secretary shall determine the charges to be made against the Authority for such services of the Secretary, and the Treasurer, and ~~the~~ Auditor~~,~~ as provided in Section 6505.5 of the ~~Law~~Act. All charges assessed by City's Council shall relate to

direct costs incurred by the City ~~of Modesto~~ for the services provided to the Authority by the Depository, ~~and the~~ Auditor, and Secretary and are subject to the approval of the Governing Board.

ARTICLE XIX. BONDING PERSONS HAVING ACCESS TO PROPERTY:

The Participants acting through the Governing Board shall designate the public officers or persons who have charge of, handle, or have access to any property of the Authority, and each such officer shall file an official bond with the Secretary of the Authority in the amount fixed by the Governing Board, all as required by Section 6505.1 of the ~~Law~~Act. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond obtained in connection with another public office.

ARTICLE XX. PARTICIPANT EMPLOYEES:

Each Participant shall assume all liability related to its employees who provide services in connection with this Agreement and shall indemnify and hold harmless the Authority, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising therefrom. However, the Authority may, in its sole discretion, procure a policy or policies of insurance in the types and amounts it deems appropriate. In the event such policy or policies of insurance are procured by the Authority, such insurance coverage shall be primary over any obligation of the Participant under this section.

ARTICLE XXI. FINANCIAL ACCOUNTABILITY AND REPORTING:

The Authority shall provide for strict accountability of all funds and report of all receipts and disbursements, in accordance with Section 6505 of the ~~Law~~Act, and shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any resolution of the Authority providing for the sale of Certificates of Participation or the issuance of Bonds. The Authority shall maintain during the term of the Agreement, appropriate books, records, accounts, and files relating to its revenues and expenses, all of which shall be open to inspection at all reasonable times by the Participants, the Directors, and their designated representatives.

ARTICLE XXII. CONTRACT WITH CERTIFIED PUBLIC ACCOUNTANT:

The Auditor of the Authority shall either make or contract with a certified public accountant to make an annual audit of the accounts and records of the Authority, as required by Section 6505 of the ~~Law~~Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally acceptable auditing standards. When such an audit of accounts and records is made by a certified public accountant, a report thereof shall be filed with each

Director and with each Participant. Such report shall be filed within six (6) months of the end of the fiscal year under examination. Any costs of the audit, including contract with, or employment of, certified public accountants in making an audit pursuant to this section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for theat purpose.

ARTICLE XXIII. ADJUSTMENTS TO DEDICATED CAPACITY

Any two or more of the Participants may adjust their respective Dedicated Capacity shares and redistribute their respective shares among themselves, so long as the total Dedicated Capacity share percentages of the Participants in the redistribution remains the same after the redistribution. The redistribution may be temporary or permanent. The redistribution shall be in writing, approved and signed by the involved Participants who are participating in the redistribution, and filed with the Authority. If temporary, the writing shall indicate the effective dates of the redistribution. The redistribution also may reallocate the Participants' respective payment shares under Exhibit A, in which case the writing also shall indicate the changes to the Exhibit A shares, whether temporary or permanent, and, if temporary, the effective dates of the changes.

ARTICLE XXIV. BREACH:

If default shall be made by a Participant of any covenant contained in the Agreement, such default shall not excuse the other Participants from fulfilling their obligations under the Agreement and the other Participants shall continue to be liable for obligations herein contained. The Participants hereby declare that the Agreement is entered into for the benefit of the Authority created hereby and the Participants hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each Participant hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of any one right or remedy shall not impair the right of the Authority to any or all other remedies.

ARTICLE XXV. DISPOSITION OF ASSETS ON TERMINATION OF AGREEMENT:

At the termination of this Agreement, all funds on hand shall be returned to the respective Participants as nearly as possible in the proportion to the contribution that Participant made to the funds then on hand. Any equipment, furniture or furnishing that can be identified as having been contributed by any Participant to this Agreement shall be transferred to and become the property of the Participant contributing such equipment, furniture or furnishings. Any other property of the Authority shall be converted to cash and distributed among the Participants to this Agreement in proportion to their contributions.

ARTICLE XXVI. NOTICES:

Notices hereunder shall be sufficient if delivered to:

~~Art deWerk~~	~~Greg Nyhoff~~	~~Roy Wasden~~
City Manager	City Manager	City Manager
City of Ceres	City of Modesto	City of Turlock
2720 Second Street	P.O. Box 642	156 South Broadway, Ste. 230
Ceres, CA 95307	Modesto, CA 95353	Turlock, CA 95381

ARTICLE XXVII. MISCELLANEOUS:

A. The article headings herein are for convenience only and are not to be construed as modifying or governing the language of the article referred to.

B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

C. This Agreement is made in California under the Constitution and laws of California and is to be so construed.

D. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there will be one or more additional agreements executed and amended from time to time which will further define the rights and obligations of the participants regarding owning, operating, maintaining and financing the Project.

E. This Agreement may be amended any time by mutual agreement of the Participants provided that before any amendments shall be operative or valid, they shall be reduced to writing and executed by all of the Participants.

ARTICLE XXVIII. PARTIAL INVALIDITY:

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXIX. INCORPORATION OF THE ACT:

Notwithstanding any other provision of this Agreement, it is the intent of the Participants that all actions of the Authority and the Governing Board shall be in conformance with the Act or regulations adopted pursuant thereto as they exist on the effective date of this Agreement or as they may be subsequently amended.

ARTICLE XXX. LIMITATION ON FISCAL OBLIGATIONS AND PARTIES' LIABILITY:

Notwithstanding the general powers of the Authority set forth in this Agreement, the Authority shall not incur any financial or contractual obligations unless it has already obtained sufficient funds or a binding commitment for funds to pay for the full cost of said obligations. The Authority shall specify in all contracts for purchase of goods and services that responsibility for payment is that of the Authority and shall not be the debts, liabilities or obligations of the Participants to this Agreement or any of them.

ARTICLE XXXI. INDEMNIFICATION:

The Authority shall indemnify, defend, and save harmless each Participant, their officers, agents and employees, from and against any and all claims and losses whatsoever occurring or resulting to persons, firms or corporations furnishing or supplying work, services-, materials or supplies to the Authority in connection with the performance of the Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury or death arising out of, relating to, or connected with the Authority's performance of its obligations under this Agreement.

ARTICLE XXXII. CONFLICT OF INTEREST CODE:

The Authority shall adopt a Conflict of Interest Code in accordance with the Political Reform Act (commencing with Section 81000 of the Government Code of the State.).

ARTICLE XXXIII. CERTIFICATES OF PARTICIPATION AND BONDS:

The Authority shall have the power to sell or cause to be sold Certificates of Participation and to sell bonds from time to time in accordance with the provisions of the Act for the purpose of raising funds necessary to finance or refinance the Project and to carry out its powers under this Agreement.

IN WITNESS WHEREOF, the Participants have caused their names to be affixed hereto by the proper officers thereof. This Agreement shall be effective as of the date and year first written above.

CITY OF CERES

By: _____
~~Art deWerk~~Toby Wells, ~~Acting~~ City Manager

ATTEST:

By: _____
~~CINDY HEIDORN~~Lori Frontella, Interim City Clerk

APPROVED AS TO FORM:

By: _____
~~MICHAEL LYIONS~~Tom Hallinan, City Attorney

CITY OF MODESTO

By: _____
~~GREG NYHOFF~~Jim Holgersson, City Manager

ATTEST:

By: _____
Stephanie Lopez, City Clerk

APPROVED AS TO FORM:

By: _____
~~ROLAND STEVENS~~Adam E. Lindgren, ~~Assistant~~ City Attorney

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor OR
~~Roy Wasden~~Michael I. Cooke, Interim City Manager

ATTEST:

By: _____
~~RHONDA GREENLEE~~Kellie E. Weaver, City Clerk

APPROVED AS TO FORM:

By: _____

~~PHAEDRA NORTON~~Phaedra A. Norton, City Attorney

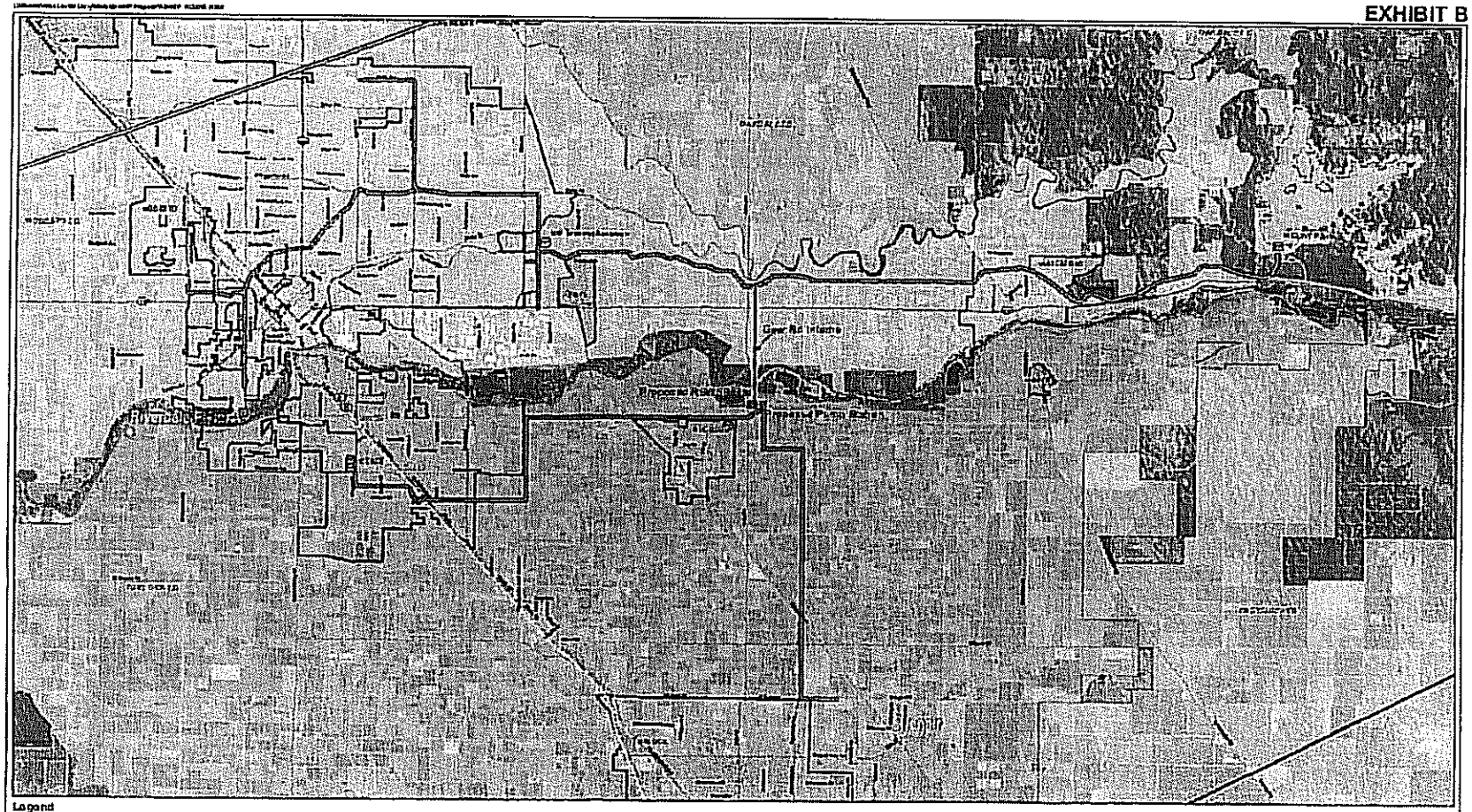
EXHIBIT "A"

JPA FINANCING PERCENTAGES*

	Phase 1	Phase 2
TURLOCK	56.0%	38.0%
CERES	22.0%	31.0%
MODESTO	22.0%	31.0%

*Based on percentage of capacity

EXHIBIT B



Legend

- County Boundaries
- CDM Outlying Service Area
- Water District Boundaries
  - EASTSIDE WD
  - MODESTO I.D.
  - OAKDALE I.D.
  - SOUTH SAN JOAQUIN I.D.
  - TURLOCK I.D.
  - Del Puerto Water District
- USA Major Roads
- Road Classification
  - Freeway or Other Major Road
  - Major Road Less Important than a Freeway
  - Other Major Road
  - Boundary Road
  - Local Connecting Road
  - Important Local Road
- Existing Water Treatment Plant
- Proposed Water Treatment Plant
- Existing Reservoir
- Proposed RSWSP Reservoirs
- Proposed Pump Station
- Wastewater Treatment Plant
- Pipelines
  - Proposed RSWSP Pipelines
  - Existing MID Transmission Mains
  - SFPUC San Joaquin Pipelines
- Potential RSWSP Intertie
  - Gear Rd Intertie

REGIONAL SURFACE WATER SUPPLY PROJECT

Potential Alternative Project Phasing Plans
(last revised July 29, 2011)

5AE

Council Synopsis

December 8, 2015

From: Kellie L. Jacobs-Hunter, Administrative Services Director

Prepared by: Kellie L. Jacobs-Hunter, Administrative Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing reinstatement of retired Purchasing Coordinator effective January 1, 2016 to step 5 of current approved Purchasing Coordinator salary range, reinstate vacation and sick leave accruals to same level as at time of retirement, provide 40 hours of vacation and 40 hours of sick leave at reinstatement date

Resolution: Approving modifications to the Purchasing Coordinator job description allowing up to three (3) years of local government employment to qualify towards the 5-year required experience, effective December 8, 2015

Resolution: Authorizing the creation of one (1) new job classification of Purchasing Coordinator Trainee, TCEA salary range 23.6, and hiring of one (1) Purchasing Coordinator Trainee position through an in-house recruitment of full-time, part-time, and volunteer/intern staff and appropriating partial funding to salaries and benefits totaling $12,831 to 110-10-106 "Administrative Services-Finance" from Fund 110 "General Fund" reserve balance

2. DISCUSSION OF ISSUE:

The Purchasing Coordinator retired effective July 3, 2015 after 27 years of service with the City of Turlock. The Purchasing Coordinator is the sole employee responsible for all purchasing functions at the City of Turlock.

The Human Resources Department conducted three recruitments over the past seven months all proving unsuccessful in finding a candidate that possessed the necessary work experience or background to fulfill the requirements of the job.

In light of the failure to attract a qualified candidate, the retired Purchasing Coordinator has agreed to reinstate to her former position in order to train an employee that will be selected through an internal recruitment process. The

reinstated Purchasing Coordinator will be placed on Step 5 of the current approved salary range, receive vacation and sick leave accruals at the same level prior to retirement, and be provided 40 hours of sick leave and 40 hours of vacation upon reinstatement.

The Purchasing Coordinator job description (Attachment A) has also been modified to require two (2) years of experience working in purchasing department with up to three (3) years of general local government employment qualifying towards the 5 (five) year experience requirement. This will allow the Trainee to meet the minimum qualifications upon completion of training period under the reinstated Purchasing Coordinator.

3. BASIS FOR RECOMMENDATION:

Based upon the three (3) unsuccessful attempts to attract a qualified candidate to fill the vacant Purchasing Coordinator position, it is in the best interest of the City for Council to authorize the reinstatement of the retired Purchasing Coordinator who has over 27 years of experience and approve the hiring of a Purchasing Coordinator Trainee position through an in-house recruitment of full-time, part-time, and volunteer/intern staff to work under and be trained by the reinstated Purchasing Coordinator.

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: EFFECTIVE LEADERSHIP

General Principles:
1. Foster innovation and promote positive change.

Action Items:
2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $12,831

The Purchasing Trainee will be funded from Fund 410 "Water Quality Control", Fund 420 "Water Enterprise" and Fund 110 "General Fund". The requested budget amendment of $12,831 represents the General Fund share as detailed in Exhibit B. The Fund 410 and Fund 420 share of the trainee position will be funded by currently budgeted salary savings from the vacant Purchasing Coordinator position from 7/1/15-12/31/15.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve reinstatement of former Purchasing Coordinator, modifications to Purchasing Coordinator job specification, hiring of Purchasing Coordinator Trainee, or appropriate necessary funding.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE REINSTATEMENT OF RETIRED PURCHASING COORDINATOR EFFECTIVE JANUARY 1, 2016 TO STEP 5 OF CURRENT APPROVED PURCHASING COORDINATOR SALARY RANGE, REINSTATE VACATION AND SICK LEAVE ACCRUALS TO SAME LEVEL AS AT TIME OF RETIREMENT, PROVIDE 40 HOURS OF VACATION AND 40 HOURS OF SICK LEAVE AT REINSTATEMENT DATE	**RESOLUTION NO. 2015-**

WHEREAS, the Purchasing Coordinator retired effective July 3, 2015 after 27 years of service with the City of Turlock; and

WHEREAS, the Human Resources Department has conducted three recruitments over the past seven months to fill the vacant Purchasing Coordinator position without success; and

WHEREAS, in light of not being able to find a qualified replacement the retired Purchasing Coordinator has agreed to reinstate to her former position in order to train an employee that will be selected through an internal recruitment process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby authorizes the reinstatement of the retired Purchasing Coordinator effective January 1, 2016 to step 5 of the current approved salary range, reinstate vacation and sick leave accruals to same level as at time of retirement, and provide 40 of hours vacation and 40 of hours sick leave at reinstatement date.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING MODIFICATIONS TO THE PURCHASING COORDINATOR JOB DESCRIPTION ALLOWING UP TO THREE (3) YEARS OF LOCAL GOVERNMENT EMPLOYMENT TO QUALIFY TOWARDS THE 5-YEAR REQUIRED EXPERIENCE, EFFECTIVE DECEMBER 8, 2015	}	**RESOLUTION NO. 2015-**

WHEREAS, staff has identified the need to modify the job description for the position of Purchasing Coordinator to broaden the required experience thereby increasing the eligible internal applicant pool; and

WHEREAS, the requested modification is identified in Attachment A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the modifications to the job description for the position of Purchasing Coordinator allowing up to three (3) years of local government employment to qualify towards the 5-year required experience, effective December 8, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

PURCHASING COORDINATOR

DEFINITION

Under the general supervision, purchases materials, supplies and equipment which exceed or are not covered under the City's purchase card system program, processes contracts; negotiates and administers designated service and/or maintenance contracts/agreements; researches and analyzes a variety of technical and specialized products and/or services; provides assistance to and acts as a procurement advisor to City's departments and performs other related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from Senior Accountant and Administrative Services Director.

DISTINGUISHING CHARACTERISTICS

This classification provides all levels of purchasing support and coordination on a City-wide basis including the performance of technical and administrative functions. This position requires knowledge of public agency purchasing/procurement processes and requirements as well as the special needs of full service municipalities. This position performs day-to-day purchasing support on behalf of the water/sewer treatment plant facilities.

ESSENTIAL FUNCTIONS – Duties may include but are not limited to the following:

- Purchases supplies, materials, equipment and services in accordance with the City's purchasing ordinance, policies and guidelines and consistent with the requester's specifications.

- Contacts supplier/vendors to obtain competitive price bids; determines availability, terms and delivery schedule regarding specific requisitions; evaluates quote/terms; and recommends action.

- Serves as the primary resource to all service area staff regarding all aspects of the purchasing process; advising on purchasing policies and processes; assisting in the preparation of specifications and purchase orders, researching specialty products and/or services; gathering data and providing alternatives.

- Writes requests for proposals in accordance with City's purchasing policies and guidelines and consistent with requester's specifications; provides supporting documentation and necessary back-up information; distributes to appropriate and approved vendors; monitors the receipt of responses to ensure timeliness and adherence to bidding process.

- Researches and negotiates designated service maintenance contracts/agreements; administers and monitors contractual terms and obligations on an on-going basis; performs on-site inspections

and/or workplace reviews to ensure compliance with agreement.

- Develops and prepares purchase orders and contracts as assigned; processes paperwork and forms; verifies receipt of goods; and resolves discrepancies and problems regarding price, delivery, and/or condition.

- Participates in the maintenance and update of City's computerized inventory system; re-orders stocked items, supplies and materials according to pre-established minimums/quantities; maintains on-going liaison with Shipping & Receiving regarding inventory levels, substitutions, equivalents, delivery schedules and vendor problems.

- Updates knowledge and stays informed of new products and services available; researches and develops new sources and/or potential sources of supplies, materials, and services; attends professional and industry trade shows, conferences, and workshops.

- Assists in the maintenance of City's fixed asset inventory; tagging items to the appropriate division; assisting in the tracking and monitoring the movement of fixed assets; and participating in the disposition of surplus and/or obsolete items.

- Provides training to city staff in all facets of Purchasing policies, procedures and processes/systems; review requisitions and purchase orders to ensure completeness and compliance; develops and/or modifies forms and process for maximum efficiency and effectiveness.

- Prepares a variety of staff reports, memoranda, correspondence, spreadsheets, and reports to facilitate communications and understanding of Purchasing policies and process.

- Performs other related work as required.

- **MINIMUM QUALIFICATIONS**

- **Ability to:**

- Plan and schedule buying activities consistent with both economy and service.

- Make sound judgments as to quality and quantity of supplies purchased in relation to use.

- Communicate effectively, both orally and in writing.

- Establish and maintain accurate records and files.

- Prepare clear and concise specifications.

- Buy effectively considering price, service, quality and delivery.

- Perform accurate basic mathematical functions.

- Establish and maintain effective working relationships with City staff, vendors, and the general public.

- **Knowledge of:**

- Principles and practices of governmental purchasing.
- Types and sources of materials, supplies, services, and information on economic conditions, industry trends, commodity pricing methods, discounts and price differentials.
- Terminology used in the ordering of supplies and equipment commonly used by the various City departments.
- Storeroom practices and stock record systems.
- Proper methods of establishing specifications.
- Computers and associated software programs for spreadsheets and correspondence.

EXPERIENCE

Five years of progressively responsible experience in purchasing for a large business, non-profit agency or governmental agency. Up to three years of local government employment qualifies year for year towards the 5-year required purchasing experience.

EDUCATION

Sixty units of college course work relating to business, accounting or other closely related field.

SPECIAL REQUIREMENTS

Incumbents must file a Statement of Economic Interests.

Possession of a valid California Drivers License issued by the Department of Motor Vehicles at the time of appointment and the ability to maintain it as a condition of continued employment.

DESIRABLE QUALIFICATIONS

Considerable experience and knowledge in governmental purchasing law and procedures.
Possession of an Associate of Arts degree in business administration or a related field.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to view and work with computer screen for extended periods, read fine print; hear well enough to converse on the telephone in assisting the public with emergency and non-emergency situations; use of hands and fingers for use of answering telephones, computer keyboard, writing and filing.

Reviewed and approved: _____ Personnel Officer

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZATION THE CREATION OF ONE (1) NEW JOB CLASSIFICATION OF PURCHASING COORDINATOR TRAINEE, TCEA SALARY RANGE 23.6, AND HIRING OF ONE (1) PURCHASING COORDINATOR TRAINEE POSITION THROUGH AN IN-HOUSE RECRUITMENT OF FULL-TIME, PART-TIME, AND VOLUNTEER/INTERN STAFF AND APPROPRIATING PARTIAL FUNDING TO SALARIES AND BENFITS TOTALING $12,831 TO 110-10-106 "ADMINISTRATIVE SERVICES – FINANCE" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE	**RESOLUTION NO. 2015-**

WHEREAS, the Purchasing Coordinator, the sole employee responsible for all purchasing functions for the City of Turlock, retired effective 7/3/15 after 27 years of service; and

WHEREAS, the City of Turlock conducted three recruitments and failed to find a candidate with the necessary work experience or background to fulfill the job requirements; and

WHEREAS, the retired Purchasing Coordinator has agreed to reinstate to the former position in order to train a Purchasing Coordinator Trainee to be selected through an in-house recruitment. Funding of the Purchasing Coordinator Trainee will come from Fund 110 "General Fund", Fund 410 "Water Quality Control," and Fund 420 "Water Enterprise"; and

WHEREAS, it is necessary to authorize the creation of the new job classification of Purchasing Coordinator Trainee (Exhibit A) and authorize the hiring of said trainee position.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the creation of the new job classification of Purchasing Coordinator Trainee and hiring of the Purchasing Coordinator Trainee through an in-house recruitment of full-time, part-time, and volunteer/intern staff and appropriate funds of $12,831 to salaries and benefits as detailed in Exhibit B to 110-10-106 "Administrative Services-Finance" from Fund 110 "General Fund" reserve balance for the General Fund share of the Purchasing Coordinator Trainee.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

PURCHASING COORDINATOR -TRAINEE

DEFINITION

Under general supervision from the Purchasing Coordinator, the Trainee helps purchase materials, supplies and equipment which exceed or are not covered under the City's purchase card system program, processes contracts; negotiates and administers designated service and/or maintenance contracts/agreements; researches and analyzes a variety of technical and specialized products and/or services; provides assistance to and acts as a procurement advisor to City's departments and performs other related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from Purchasing Coordinator, Senior Accountant, and Administrative Services Director.

DISTINGUISHING CHARACTERISTICS

The Trainee classification provides all levels of purchasing support and coordination on a City-wide basis including the performance of technical and administrative functions. This position requires minimal knowledge of public agency purchasing/procurement processes and requirements as well as learning the special needs of full service municipalities. This position helps perform day-to-day purchasing support on behalf of the water/sewer treatment plant facilities.

ESSENTIAL FUNCTIONS – Duties may include but are not limited to the following:

- Purchases supplies, materials, equipment and services in accordance with the City's purchasing ordinance, policies and guidelines and consistent with the requester's specifications.

- Contacts supplier/vendors to obtain competitive price bids; determines availability, terms and delivery schedule regarding specific requisitions; evaluates quote/terms; and recommends action.

- Serves as the primary resource to all service area staff regarding all aspects of the purchasing process; advising on purchasing policies and processes; assisting in the preparation of specifications and purchase orders, researching specialty products and/or services; gathering data and providing alternatives.

- Writes requests for proposals in accordance with City's purchasing policies and guidelines and consistent with requester's specifications; provides supporting documentation and necessary back-up information; distributes to appropriate and approved vendors; monitors the receipt of responses to ensure timeliness and adherence to bidding process.

- Researches and negotiates designated service maintenance contracts/agreements; administers and monitors contractual terms and obligations on an on-going basis; performs on-site inspections and/or workplace reviews to ensure compliance with agreement.

- Develops and prepares purchase orders and contracts as assigned; processes paperwork and forms; verifies receipt of goods; and resolves discrepancies and problems regarding price, delivery, and/or condition.

- Participates in the maintenance and update of City's computerized inventory system; re-orders stocked items, supplies and materials according to pre-established minimums/quantities; maintains on-going liaison with Shipping & Receiving regarding inventory levels, substitutions, equivalents, delivery schedules and vendor problems.

- Updates knowledge and stays informed of new products and services available; researches and develops new sources and/or potential sources of supplies, materials, and services; attends professional and industry trade shows, conferences, and workshops.

- Assists in the maintenance of City's fixed asset inventory; tagging items to the appropriate division; assisting in the tracking and monitoring the movement of fixed assets; and participating in the disposition of surplus and/or obsolete items.

- Provides training to city staff in all facets of Purchasing policies, procedures and processes/systems; review requisitions and purchase orders to ensure completeness and compliance; develops and/or modifies forms and process for maximum efficiency and effectiveness.

- Prepares a variety of staff reports, memoranda, correspondence, spreadsheets, and reports to facilitate communications and understanding of Purchasing policies and process.

- Performs other related work as required.

- **MINIMUM QUALIFICATIONS**

- **Ability to:**

- Plan and schedule buying activities consistent with both economy and service.

- Make sound judgments as to quality and quantity of supplies purchased in relation to use.

- Communicate effectively, both orally and in writing.

- Establish and maintain accurate records and files.

- Prepare clear and concise specifications.

- Buy effectively considering price, service, quality and delivery.

- Perform accurate basic mathematical functions.

- Establish and maintain effective working relationships with City staff, vendors, and the general public.

- **Knowledge of:**

- Principles and practices of governmental procedures.

- Ability to learn types and sources of materials, supplies, services, and information on economic conditions, industry trends, commodity pricing methods, discounts and price differentials.

- Ability to learn terminology used in the ordering of supplies and equipment commonly used by the various City departments.

- Computers and associated software programs for spreadsheets and correspondence.

EXPERIENCE

Three years experience working for a local governmental agency.

EDUCATION

Possession of High School diploma or GED certificate.

SPECIAL REQUIREMENTS

Possession of a valid California Drivers License issued by the Department of Motor Vehicles at the time of appointment and the ability to maintain it as a condition of continued employment.

DESIRABLE QUALIFICATIONS

Experience and knowledge regarding local governmental procedures.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to view and work with computer screen for extended periods, read fine print; hear well enough to converse on the telephone in assisting the public with emergency and non-emergency situations; use of hands and fingers for use of answering telephones, computer keyboard, writing and filing.

Reviewed and approved: _____ Personnel Officer

EXHIBIT "B"

PURCHASING TRAINEE	General Ledger Account	Total 1/1/16-6/30/16	Fund 110 Share
Salary	110-10-106.41001	$ 24,912	$ 7,474
Medical/Dental	110-10-106.42002	$ 9,951	$ 2,985
Vision	110-10-106.42003	$ 139	$ 42
Long Term Disability	110-10-106.42004	$ 155	$ 47
Life Insurance	110-10-106.42005	$ 72	$ 22
Workers Comp	110-10-106.42007	$ 125	$ 38
City Liability	110-10-106.42008	$ 554	$ 166
PERS	110-10-106.42009	$ 7,871	$ 2,361
Medicare	110-10-106.42010	$ 361	$ 108
Retiree Health	110-10-106.42012	$ 747	$ 224
Deferred Comp	110-10-106.42013	$ 125	$ 38
Employee Contribution to PERS	110-10-106.42016	$ (2,242)	$ (673)
TOTAL SALARIES & BENEFITS		$ 42,770	$ 12,831

5AF

Council Synopsis

December 8, 2015

From: Gary Soiseth, Mayor

Prepared by: Kellie L. Jacobs-Hunter, Administrative Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the creation of one (1) new job classification of Executive Administrative Assistant/Deputy City Clerk and the reclassification of one (1) Secretary/Deputy City Clerk in Administration to the newly created job classification effective, January 1, 2016

2. DISCUSSION OF ISSUE:

The Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications. The creation or abolishment of job classifications requires City Council approval.

3. BASIS FOR RECOMMENDATION:

Due to the increased duties and responsibilities assigned to the Secretary/Deputy City Clerk position located in Administration, a new job classification has been created that encompasses the entire spectrum of those duties called Executive Administrative Assistant/Deputy City Clerk (See Attachment A). This position provides daily support to the Mayor, City Council, City Manager, and City Clerk. The incumbent's current salary range as Deputy City Clerk is 23.2 ($4,035-$4,904). The proposed salary range for the new job classification is 26.2 ($4,671 - $5,677). The proposed salary range will align the new job classification of Executive Administrative Assistant/Deputy City Clerk with the other Executive Administrative Assistant position in the City.

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: Effective Leadership

General Principles:

1. Foster innovation and promote positive change.

Action Items:

2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
The fiscal impact for the remainder of Fiscal Year 2015-2016 is $2,028.
Dependent upon Council action on this item, the budget amendments needed will be included in the mid-year budget review in January 2016.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Council may choose to not accept the newly created job classification or authorize the reclassification.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CREATION OF ONE (1) NEW JOB CLASSIFICATION OF EXECUTIVE ADMINISTRATIVE ASSISTANT/DEPUTY CITY CLERK AND THE RECLASSIFICATION OF ONE (1) SECRETARY/DEPUTY CITY CLERK IN ADMINISTRATION TO THE NEWLY CREATED JOB CLASSIFICATION, EFFECTIVE JANUARY 1, 2016	**RESOLUTION NO. 2015-**

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, the Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications and the creation, abolishment or modification of job classifications requires City Council approval; and

WHEREAS, due to the increased duties and responsibilities assigned to the Secretary/Deputy City Clerk position located in Administration, a new job classification has been created that encompasses all duties called Executive Administrative Assistant/Deputy City Clerk as detailed in Attachment A; and

WHEREAS, upon adoption of the newly created job classification of Executive Administrative Assistant/Deputy City Clerk the current incumbent in the Secretary/Deputy City Clerk position in Administration will be reclassified to newly created position effective January 1, 2016; and

WHEREAS, the salary range of newly created job classification of Executive Administrative Assistant/Deputy City Clerk is aligned with the other Executive Administrative Assistant position in the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the creation of one (1) new job classification of Executive Administrative Assistant/Deputy City Clerk and the reclassification of one (1) Secretary/Deputy City Clerk position in Administration to newly created job classification, effective January 1, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXECUTIVE ADMINISTRATIVE ASSISTANT/DEPUTY CITY CLERK

DEFINITION:

Under general direction of the City Clerk and City Manager, to perform a variety of responsible technical and advanced clerical duties relating to the functions of the City Clerk's Office; to process and record official City documents; respond to questions and refer individuals to appropriate agency, provide public records as requested; assume the duties of the City Clerk in that official's absence; and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED:

Receives direct supervision from the City Clerk and City Manager. Will be responsible for functional or direct supervision over other clerical and/or secretarial staff.

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

- Perform complex, responsible, administrative and confidential technical and clerical duties for the City Council and Administrative Services.
- Prepare City Council agenda, assemble background materials, and perform related support services, including disseminating packets and posting to the City's Website.
- Receive telephone calls; determine which calls can be handled personally, which must be referred to the supervisor, and which should be referred to other members of staff or to other offices.
- Set up and maintain appointment schedules and calendar of activities; reschedule appointments or meetings as necessary to accommodate unexpected changes in priorities or work schedules.
- Assist the City Clerk in performing the day-to-day functions of the office including, but not limited to: the publication of public notices; respond to inquiries from the public regarding Council action and records; provide support to City Council; maintain vital records such as resolutions, ordinances, minutes and agreements; and claims processing.
- Assume the duties of the City Clerk in that official's absence.
- Schedule staff or committee meetings and make all necessary arrangements relating to time, date and place; notify participants of agenda items and provide background information as required; attend such meetings when requested.
-

- Receive and read incoming correspondence, reports, instructions and similar documents; identify those communications which require the personal attention of the supervisor and attach appropriate background material; flag priority items for the supervisor's review.

- Compose replies to a wide variety of communications when the information required is factual in nature or involves matters of established policies or procedures.

- Refer correspondence or reports to other members of staff for information or reply.

- Provide clerical support services to other administrative staff as necessary.

- Establish and maintain office files and records and assemble information from these and other sources in response to requests made by the supervisor.

- Maintain familiarity with established procedures for clearing correspondence, developing or forwarding reports and obtaining services, supplies or temporary office help; and provide information regarding these and similar matters to the supervisor or to members of the staff, or take the action necessary to meet the day-to-day operating needs of the office.

- Process plans, specifications, forms, reports, legal documents and similar materials in accordance with legal and procedural requirements; ensure that information is complete and in accordance with legal and procedural requirements.

- Ensure that clerical processes conform to established policies and procedures.

- Performs the more difficult work of the clerical staff; recommends organizational or procedural changes affecting clerical activities.

- Prepare payroll for the department to interface with City payroll system.

- Prepare and compile extensive records and reports as necessary.

- Type a variety of materials including general correspondence and memoranda.

- Make travel arrangements for City Council and Administrative staff by making plane and hotel arrangements, notifying organizations and individuals of the arrangements and preparing travel vouchers and reports upon return.

- May serve as the Secretary to a board or commission, preparing the agenda, assembling background materials, taking and transcribing minutes of meetings and performing related support services.

- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

English usage, spelling, grammar and punctuation.

Modern office procedures, methods, and computer equipment.

Clerical research methods, including the compilation and verification of information and preparing follow-up summaries or reports.

Business letter writing and report preparation.

Functions and organization of municipal government.

Records management systems including various computer software databases and optical imaging systems.

Legal requirements for various publications and hearings.

Organization, procedures, and operating details of the City Clerk's Office and City Government.

State laws regarding the Public Records Act, Brown Act, Political Reform Act, the Government Code and the Election Code.

Ability to:

Read and interpret complex legal documents and administrative procedures and regulations.

Effectively plan and complete assignments meeting deadlines.

Exercise sound judgment in making independent decisions.

Understand the organization and operation of the City and outside agencies as necessary to assume assigned responsibilities.

Interpret, translate, and apply State and local legislation.

Type at a speed of fifty-five (55) words per minute, net corrected.

Use a variety of standard business computer software applications.

Understand, interpret and explain department policies and procedures; explain operations and problem solve office issues for the public and with staff.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted during the course of work.

EXPERIENCE AND EDUCATION:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Six years of increasingly responsible technical and clerical experience performing administrative support tasks that include analyzing and interpreting complex documents, administrative procedures, and/or regulations.

Education:

Possession of a High School diploma or GED certificate.

DESIRABLE QUALIFICATIONS

Prior experience performing duties comparable to those of a Deputy City Clerk.

LICENSE AND/OR CERTIFICATE

Certification or ability to be a Notary Public is desirable.

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. Maintenance of a valid California Driver's License and proof of automobile liability insurance is a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to read instructions, read fine print and view computer screen; hear well enough to converse on the telephone and in person; use of hands and fingers for use of computer keyboard, filing, writing and answering telephones.

December 2015

REVIEWED AND APPROVED: _____ **DATE:** _____

5 AG

Council Synopsis

December 8, 2015

From: Kellie L. Jacobs-Hunter, Administrative Services Director

Prepared by: Kellie L. Jacobs-Hunter, Administrative Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to the job description for the position of City Manager, effective December 8, 2015

2. DISCUSSION OF ISSUE:

The City Council authorized 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 City Manager at the October 27, 2015 City Council meeting.

An Agreement for Special Services was entered into with Neher & Associates LLC on November 16, 2015 for executive recruitment of the City Manager position.

The executive recruiter visited the City of Turlock on Friday, November 20, 2015. The recruiter suggested that in order to attract the most qualified applicants with the widest breadth of experience and knowledge that we modify the experience and education to accept multiple educational and work disciplines.

3. BASIS FOR RECOMMENDATION:

Based upon recommendations from the executive recruiter it is recommended that we modify the job description to consider a variety of educational disciplines and non-government executive work experience to count towards the required education and experience requirements.

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: EFFECTIVE LEADERSHIP

General Principles:

1. Foster innovation and promote positive change.

Action Items:

2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None by this action.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve modifications to existing City Manger Job Description.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING MODIFICATIONS TO THE JOB DESCRIPTION FOR THE POSITION OF CITY MANAGER, EFFECTIVE DECEMBER 8, 2015	}	**RESOLUTION NO. 2015-**

WHEREAS, the job description for City Manager hasn't been modified or updated since 1995; and

WHEREAS, an executive recruitment for City Manager was approved by City Council at the October 27, 2015 Turlock City Council meeting; and

WHEREAS, the executive recruiter identified certain modifications to the existing job description that will help attract the most qualified candidates with the widest breadth of experience and knowledge; and

WHEREAS, the requested modifications are detailed in Attachment A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the modifications to the job description for the position of City Manager.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CITY MANAGER

DEFINITION

Under Policy and Administrative direction of the City Council, the City Manager is assigned to the non-competitive service and is an exempt management position. The City Manager is the City's chief administrative officer responsible for the efficient and effective management of City services in accordance with the directives and policies established by the City Council and Federal, State and Local laws.

DISTINGUISHING CHARACTERISTICS

As the City's top administrative appointive position directly accountable to the City Council, the City Manager is responsible to provide direction to Department Directors whom he/she appoints to carry out the mission and goals of the Council in response to community needs and service priorities.

ESSENTIAL FUNCTIONS:

- Advises the City Council on the affairs of the City and provides management assistance in carrying out their responsibilities.
- Directs the establishment of City goals and objectives and development and administration of program to meet goals and objectives.
- Provides overall direction to achieve and accomplish the City Council policies and directives.
- Exercises responsibility for the establishment and maintenance of a City organization designed to deliver municipal services in an efficient and effective manner.
- Fulfills the responsibilities of the appointing authority as set forth in City ordinances and resolutions. Either personally or by delegation, carries out the responsibility of personnel officer in the administration of the City's personnel system.
- Directs the preparation and administration of the City budget and the preparation of appropriate financial reports. Recommends to the City Council actions/programs necessary to maintain a stable financial position for the City.
- Consistent with City Council policies and directives, coordinates City activities with other public agencies.

- Ensures the enforcement of ordinances and regulations of the City and makes recommendations to the City Council on the application and revision of the same.

- Investigates complaints, analyzes issues and makes written and oral presentations to the City Council and the public.

- Establishes good communications with all segments of the community, City personnel, City Council and commissions.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of public administration, budgeting, personnel administration, and organization and management

- All aspects of City government operations including: finance, labor relations, personnel, police, fire and land use issues

- County, State and Federal laws and regulations relating to or impacting local government operations

- Use of modern technology including computers and data processing applications to municipal operations

Ability to:

- Direct, coordinate and provide effective leadership in the various functions and activities of City operations

- Analyze problems and situations and take appropriate action related thereto

- Establish and maintain effective and cooperative working relationships with those contacted during the course of work

- Serve as an effective representative of the City Council

- Communicate effectively both orally and in writing

EDUCATION

Possession of a ~~Bachelors degree from an accredited four year University in political science, business administration or related field and possession of a Master's degree in public administration or a closely related field~~. four-year college or university undergraduate degree with major course work in public administration, business administration, urban planning, finance, or a related field(s) is required. A Master's degree or experience and training that would provide the required knowledge and abilities equivalent to a Master's or other advanced degree is desirable, but not required.

EXPERIENCE

A minimum of five years of increasingly responsible ~~municipal administrative experience including at least three years as a City Manager or Assistant City Manager~~. administrative and managerial experience in a public or private agency involving strong administrative/executive level management is required. At least three years experience as a City/Town/Village Manager or as an Assistant/Deputy Manager, CAO/CEO or similar level executive management is also desirable.

LICENSE

Possession of a valid California Driver's License at the time of appointment and the ability to maintain it as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to operate vehicles and equipment, read instructions and follow directions; hear well enough to distinguish mechanical noises, to converse on the radio, telephone and in person; use of hands and fingers for writing, typing, and other computer related functions; and be able to lift equipment as necessary.

Reviewed and approved: PERSONNEL OFFICER

Revised 8/95
Revised 11-15 – proposed revisions

RECEIVED
NOV 10 2015
City of Turlock
Administrative Services

SAH

LAW OFFICE OF
SANJAY S. SCHMIDT

TEL. (415) 563-8583
FAX (415) 223-9717

1388 SUTTER STREET, SUITE 810
SAN FRANCISCO, CA 94109

E-MAIL ADDRESS
sanjay.schmidt@gmail.com

November 10, 2015

VIA FACSIMILE, PERSONAL SERVICE, EMAIL, and US MAIL

RE: CLAIM AGAINST THE CITY OF TURLOCK
(Gov. Code, § 910 et seq.) & DEMAND FOR PRESERVATION OF EVIDENCE

Kellie E. Weaver
City Clerk for the City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Facsimile: (209) 668-5668
kweaver@turlock.ca.us

Dear Madame or Sir:

Notice is hereby given of a claim by **Mr. Gevargiz Shansoff, 745 Helen Drive,** Turlock, CA 95382, against the City of Turlock.

ADDRESS WHERE CORRESPONDENCE SHOULD BE SENT: Notices pertaining to Mr. Shansoff's claim are to be sent to the **Law Office of Sanjay S. Schmidt, 1388 Sutter Street, Suite 810, San Francisco, CA 94109**.

CIRCUMSTANCES GIVING RISE TO CLAIM: The date, place, and other circumstances giving rise to this claim are as follows:

1. On or about May 12, 2015, Mr. Shansoff was arrested by an officer or officers from the Turlock Police Department and was transported, in-custody, to the Stanislaus County Men's Jail, at 1115 H St, Modesto, CA 95354. Mr. Shansoff is disabled and has diagnosed conditions, including, but not limited to, anxiety, depression, and hypertension and other medical conditions, about which he told the Turlock Police Department Officer(s) that arrested him. **He requested immediate medical attention due to his anxiety and requested that he be taken to the hospital, but this request was denied**. In a pre-booking area in the garage at the jail, Mr. Shansoff was seated, in handcuffs, on a bench. **He again notified all law enforcement personnel that were present of his medical conditions and stated that he needed medical attention and requested that it be summoned or that he be taken to receive it; he made this request to the Stanislaus County Men's Jail deputies**. Neither the Turlock officer(s), nor any of the Stanislaus County Men's Jail deputies, summoned medical care for Mr. Shansoff or took any other action in response to his pleas. As Mr. Shansoff was passively seated, handcuffed, on the bench, a

Stanislaus County Men's Jail employee (a Sheriff's deputy) assaulted Mr. Shansoff from behind, violently placed his leg on Mr. Shansoff's neck, and violently twisted his handcuffed wrist to such an extent that it bled profusely. This Stanislaus County deputy proximately inflicted great bodily injury to Mr. Shansoff, including, in addition to the wrist injuries, spinal injuries including disc bulges at L4-L5 and L5-S1, which will likely require surgery.

2. The other Stanislaus County Men's Jail deputies and County employees that were present were close enough and had sufficient time to stop this use of needless and excessive force, but failed to do so. As such, they failed to intervene and are liable as integral participants.

3. The City of Turlock employees (from the City of Turlock Police Department) were also close enough and had sufficient time to stop this use of needless and excessive force, but failed to do so. As such, they failed to intervene and are liable as integral participants.

4. All of the Stanislaus County employees present were notified of Mr. Shansoff's disability and his request for medical attention, but failed to accommodate the disability and failed to summon medical care.

5. The City of Turlock was on both actual and constructive notice of Mr. Shansoff's disability, but failed to reasonably accommodate it.

6. Mr. Shansoff received medical attention after being released and the assault was reported to the Stanislaus County Sheriff, an investigation was conducted, and pictures were taken.

7. Mr. Shansoff was diagnosed with a variety of injuries and continues experience pain and other harms and losses due to these injuries. In addition to the wrist injuries and other injuries inflicted in the assault, the assault proximately inflicted disc injuries to Mr. Shansoff's lumbar spine, which may require surgery.

8. **This claim could give rise to state law causes of action under the following principles/legal theories:**
   - i. The "Bane Act" – Civil Code Section 52.1 (b);
   - ii. Assault and Battery;
   - iii. Negligence;
   - iv. Failure to Summon Medical Care – Gov. Code, § 845.6;
   - v. Negligent Hiring/Supervision;
   - vi. Intentional Infliction of Emotional Distress;
   - vii. False Imprisonment;
   - viii. Violations of the California Constitution, including, but not limited to Article I, § 13;
   - ix. Civil Code §§ 51, 51.7, 52.1, 52, 54, and 54.1 et seq.; and,
   - x. Any and all other causes of action reasonably inferable from the facts and circumstances of the case, the age or condition of the Claimant, or any other facts, as reflected in the documents and records on file at present or from facts not yet known.

9. **This claim could give rise to federal law causes of action under the following principles/legal theories:**

i. 42 U.S.C. §§ 1983 and 1988;
ii. The Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12132 et seq., the Rehabilitation Act (RA) 29 U.S.C. § 504 et seq.; and,
iii. Any and all other causes of action reasonably inferable from the facts and circumstances of the case, as reflected in the documents and records on file at present or from facts not yet known.

GENERAL DESCRIPTION OF DAMAGES: A general description of the damages, as far as they are known at the time this claim is being presented, includes, but is not limited to, the following:

a. Monetary damages;
b. Medical Expenses (Past & Future);
c. Any and all other Special Damages;
d. Loss of Liberty;
e. Pain and Suffering;
f. Emotional distress and all related general damages.

NAMES OF PUBLIC EMPLOYEES CAUSING INJURY, IF KNOWN: At the time this claim is being presented, the names of the City of Turlock employees whose tortious and constitutionally violative conduct gave rise to this claim are not known.[1]

This claim would not be a limited civil case, based on the amount claimed.

If you require clarification or supplemental information regarding the foregoing claim information in order to process, file, and otherwise fully consider this claim, please provide notification by U.S. Mail or telephone to the address and/or phone number above, at your earliest opportunity. It will be assumed that no additional information is needed, if no such notification is provided. Thank you for your time and attention to this matter.

Sincerely,

LAW OFFICE OF SANJAY S. SCHMIDT

Sanjay S. Schmidt

[1] The City of Turlock will be presumed to be on constructive notice of this claim as it relates to any employees not expressly listed herein, since the City has direct access and control to the relevant documentation concerning the incident underlying this claim and, in fact, the County of Stanislaus already conducted an internal affairs investigation concerning this incident. The City, thus, already has constructive and actual knowledge of the identities of the responsible employees, including the names of the employees that were responsible for: initially failing to summon medical care, the employee or employees responsible for failing to intervene to stop the unlawful force, and the employees responsible for failing to summon medical care at any other material time.

DEMAND FOR PRESERVATION OF EVIDENCE

Re: Incident on or about May 12, 2015 – May 13, 2015 involving failure to summon medical care for - and force used on the person of – Gevargiz Shansoff

Dear City of Turlock, including the Turlock Police Department and its personnel:

Please take notice that we are hereby demanding that you and your department preserve, in their original format, all documents, tangible things, and electronically stored information concerning or in any way relating to the subject incident referenced above (**the incident that occurred on or about May 12, 2015/May 13, 2015 on the way to and at the Stanislaus County Jail**). **We trust that your department has already done so (or should have) in view of the internal affairs complaint that was filed** and investigated right after the underlying incident, but here is a reiteration of your duty to do so.

This Demand for Preservation of Evidence encompasses both personal and business communication devices, including, but not limited to cell phones, Personal Data Assistants, and other devices, as well as public and private email accounts and communication, text messages, and any other mediums of communication or data.

Demand is hereby made to preserve all evidence and records related to this incident and any investigation of this incident, including, but not limited to:

- **ALL SURVEILLANCE VIDEOS INSIDE OF THE JAIL, inside of the GARAGE AREA, INSIDE OF THE INTAKE AREA, or ANYWHERE ELSE that depict the incident or Mr. Shansoff at any time;**
- **All "writings";**[2]
- **All Portable Video Recording System Recordings, Files and Meta-Data ("PVRS");**
- **Dispatch tapes; recordings;**
- **All other Video recordings;**
- **Photographs;**
- **Physical evidence;**
- **CAD reports and information;**
- **Incident reports;**
- **Field Contact Cards;**
- **Arrest reports;**
- **Use of force reports;**
- **Medical records;**
- **Any Taser records, including all Taser dataport logs and data;**
- **Physical property;**
- **All investigation records, including investigators' notes, emails, text messages, Mobile Dispatch Center correspondence, Mobile Dispatch Center printouts;**
- **All electronically stored information, electronic documents, statements, notes, correspondence, and memoranda;**

[2] The term "Writings" used herein is to have the broadest possible definition as set forth in California Evidence Code § 250 and Rule 1001 of the Federal Rules of Evidence.

- **ALL RECORDS OF Communications, including, but not limited to:**
  - **911 call tapes**
  - **Incoming and outgoing police radio communications**
  - **Command communications between all officers**
  - **Dispatch recordings**
  - **Police radio runs**
  - **Radio to radio communications**
  - **All communications to and/or from the Modesto Police Department**
  - **Texts and/or emails to and/or from any and all Modesto Police Department employees.**
  - **Texts and/or emails to and/or from or to any police officers at the scene as well as officers and/or Modesto Police Department employees who texted and/or emailed those officers**
  - **All communications, texts and/or emails between anyone to and/or from the City of Turlock District Attorney's office, with all police personnel and/or City of Modesto personnel; and,**
- **All things related to or concerning in any way the incident referenced above.**

You are required to preserve all such recordings pursuant to California Government Code § 34090.6.

- **Any other** Photographs and/or video, including, but not limited to:
  - Digital photographs and/or video whether it be on cell phones or with officially (or non-officially) or privately issued video or digital cameras;
  - Dashboard cameras and/or video from cameras attached or mounted on police vehicles for all on-scene vehicles.

Often this evidence can be overwritten if special steps are not taken to preserve it. You and/or your department are obligated to make any necessary changes to your retention strategies to preserve all relevant information. In this case, we are requesting that you immediately save the video images and all other digital or analog files, whether by downloading them, or burning them to disc or some other method that is available to you and are demanding that you not allow the video from that date to be overwritten in the normal course of business. *See Zubulake v. UBS Warburg LLC*, 220 F.R.D. 212, 218 (S.D.N.Y.2003).

All Electronically Stored Information ("ESI") including, but not limited to:

- Digital communications (e.g., e-mail, voice mail, instant messaging)
- Word processed documents (e.g., Word or WordPerfect documents and drafts)
- Spreadsheets and tables (e.g., Excel or Lotus 123 worksheets);
- Accounting Application Data (e.g., QuickBooks, Money, Peachtree data files);
- Image and Facsimile Files (e.g., .PDF, .TIFF, .JPG, .GIF images);
- Sound Recordings (e.g., .WAV and .MP3 files);
- Video and Animation (e.g., .AVI and .MOV files);
- Databases (e.g., Access, Oracle, SQL Server data, SAP);
- Contact and Relationship Management Data (e.g., Outlook, ACT!);
- Calendar and Diary Application Data (e.g., Outlook PST, Yahoo, blog tools);

- Online Access Data (e.g., Temporary Internet Files, History, Cookies);
- Presentations (e.g., PowerPoint, Corel Presentations)
- Network Access and Server Activity Logs;
- Project Management Application Data;
- Computer Aided Design/Drawing Files; and,
- Back Up and Archival Files (e.g., Zip, .tar)

Special steps must be taken to secure and preserve all ESI because of the dynamic nature of ESI. The ESI requested to be preserved is for all custodians, including, but not limited to the servers of the different departments within the City of Modesto and/or the City of Modesto Police Department, high level officials, police officers and/or City of Modesto employees, as well as their phones, laptops, desktops, hard drives and any other storage media, and any other employees of any other agencies not listed that have relevant ESI.

ESI is considered "electronic" if it exists in a medium that can only be read by a computer or other electronic device, including email, web pages, word processing files, audio and video files, images, computer databases, spreadsheets, emails, texts, inter-office communications, intra-office communications, Skype communications, and virtually anything else that is stored on a computing device. Media containing ESI includes, but is not limited to, servers, desktops, laptops, cell phones, hard drives, flash drives, PDAs and MP3 players. The media that is used to store this information includes cache memory, magnetic disks (such as computer hard drives or disks), optical disks (such as DVDs or CDs), magnetic tapes and flash memory (such as "thumb" or "flash drives"), Cloud accounts, drop box accounts, servers, as well as social media accounts. **ESI also includes a file's metadata (electronically stored information about the characteristics of the data), which can include information about the file's origin or validity.**

ESI resides not only in areas of electronic, magnetic, and optical storage media reasonably accessible to you and/or your department, but also in areas you and/or your department may deem not reasonably accessible. You and/or your department are obliged to preserve potentially relevant evidence from both these sources of ESI, even if you and/or your department do not anticipate producing such ESI in any related litigation.

PLEASE TAKE NOTICE THAT THIS DEMAND COVERS PRESERVATION OF INFORMATION IN <u>ALL</u> MEDIUMS AND FORMATS; THUS, IF A DOCUMENT EXISTS AS A HARD-PAPER COPY, BUT ALSO EXISTS IN ELECTRONIC FORMAT, *THIS DEMAND REQUIRES PRESERVATION OF <u>BOTH VERSIONS</u>.*

The demand that you and/or your department preserve both accessible and inaccessible ESI is reasonable and necessary. Pursuant to amendments to the Federal Rules of Civil Procedure that have been approved by the United States Supreme Court (eff. 12/1/06), you and/or your department must identify all sources of ESI you and/or your department decline to produce in any related litigation and demonstrate to the court why such sources are not reasonably accessible. For good cause shown, the court may then order production of the ESI, even if it finds that it is not reasonably accessible. Accordingly, even ESI that you and/or your department deem reasonably inaccessible **<u>MUST</u>** be preserved in the interim so as not to deprive Mr. Shansoff of his right to secure the evidence or the Court of its opportunity to adjudicate the issue.

Mr. Shansoff may suffer adverse consequences if this Demand to Preserve Evidence is ignored. **Destruction of evidence "*in anticipation of a discovery request*" exposes the**

destroying party to a wide range of sanctions.

Federal law imposes a duty to preserve critical evidence before litigation begins or before a discovery request. This duty **requires** a litigant to preserve what it knows, or reasonably should know, will be critical evidence in a pending action or one in the offing. *See Anheuser-Busch, Inc. v. Natural Beverage Distributors*, 69 F.3d 337, 348 (9th Cir. 1995); *Leon v. IDX Systems Corp.*, 464 F.3d 951, 958 (9th Cir. 2006); *Wm. T. Thompson Co. v. General Nutrition Corp.*, 593 F.Supp. 1443, 1156 (C.D. Cal. 1984).

Also, if you believe another department, agency, or municipality has custody, control, or possession of any documents, recordings, or ESI that is explicitly or implicitly referenced above, we hereby demand you notify them of this request and that you take reasonable steps to secure such documents, recordings, or ESI.

Please confirm, in writing, the existence of any evidence pertaining to the incident, provide a written description of that evidence, and acknowledge, in writing, your and/or your department's duty to preserve that evidence. If you fail to acknowledge this request in writing and set forth the description of evidence that will be preserved, we will presume any and all evidence described directly or inferentially above will be preserved in accordance with this letter.

If you have any questions about the recordings, documents or items at issue, please contact attorney Sanjay S. Schmidt (address and telephone number listed above) before destroying any tapes, recordings, documents, evidence, writings or items that have been requested or that may relate to this incident.

Sincerely,

LAW OFFICE OF SANJAY S. SCHMIDT

Sanjay S. Schmidt

PROOF OF SERVICE BY MAIL
(Code of Civ. Proc., §§ 1013, subd. (a), 2015.5)

Re: DEMAND FOR PRESERVATION OF EVIDENCE

I declare that:

I am employed in the County of San Francisco, State of California. I am over the age of eighteen years and not a party to the within-entitled cause; my business address is 1388 Sutter St., Suite 810, San Francisco, California 94109.

On **October 10, 2015**, I served a **courtesy copy** of the attached **GOVERNMENT CODE § 910 CLAIM & DEMAND FOR PRESERVATION OF EVIDENCE** on the **CITY OF TURLOCK**, by **faxing it to the fax numbers set forth below** and emailing it to the City Clerk at the e-mail address below;

On **October 10, 2015**, I served the attached **GOVERNMENT CODE § 910 CLAIM & DEMAND FOR PRESERVATION OF EVIDENCE** on the **CITY OF TURLOCK**, by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid in the United States mail at San Francisco, California, addressed as follows:

Kellie E. Weaver
City Clerk for the City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Facsimile: (209) 668-5668
kweaver@turlock.ca.us

I declare under penalty of perjury that the foregoing is true and correct and that on the date state above, this declaration was executed at San Francisco, California.

Sanjay S. Schmidt

RECEIVED
NOV 18 2015
City of Turlock
Administrative Services

November 6, 2015

VIA FACSIMILE AND
VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

City Clerk
City of Turlock
156 S. Broadway, Ste. 230
Turlock, CA 95380-5454

Re: NOTICE PURSUANT TO GOVERNMENT CODE SECTION 900, ET. SEQ. OF CLAIM OF MCI ENGINEERING, INC. AGAINST THE CITY OF TURLOCK

To the Clerk:

MCI Engineering, Inc. ("MCI"), pursuant to Government Code Section 900 et seq., hereby notifies the City of Turlock ("OWNER") of its claim against the OWNER.

The name and post office address of the claimant are:
MCI Engineering, Inc.
7207 Murray Drive
Stockton, CA 95210

Notices concerning this claim should be sent to:
Kurt McFadden
MCI Engineering, Inc.
7207 Murray Drive
Stockton, CA 95210

The name or names of the public employee(s) causing the injury, damage or loss, insofar as they are presently known, are as follows:
Nathan Bray

The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted, are as follows:

1. OVERVIEW

This claim arises from construction of the City of Turlock 0763 Intersection Improvements at Monte Vista and Colorado Project ("Project"). MCI was the general contractor for the Project. MCI was deemed the lowest responsible bidder, and MCI entered into a contract with the OWNER.

Over the course of the Project, issues arose at the Project. MCI worked in good faith with the OWNER to remedy the issues.

In accordance with Section 5.28 of the Project's Special Provisions of the General Conditions, MCI submitted a Notice of Potential Claim to the OWNER. MCI then followed up with further claim documents in accordance with Project's Contract Documents, including a Full and Final Claim Record submitted to the OWNER on September 28, 2015. The OWNER responded to MCI's Full and Final Claim Record on October 5, 2015. In its October 5, 2015 response, the OWNER agreed to make payments to MCI of $96,667,66 (which it did later in October, 2015 and early November, 2015), but rejected the balance of MCI's claims.

Based on the October 5, 2015, rejection by the OWNER, MCI is now complying with Section 9-1.08 of the City's 2008 Standard Specifications, which requires MCI to follow Public Contract Code sections 20104, *et. seq.* for "Resolution of Claims". Since the OWNER has rejected MCI's claims pursuant to Public Contract Code section 20104.2(b), MCI submits this Government Code Claim in accordance with Public Contract Code section 20104.2(e).

2. MCI's CLAIMS

As presented in its Full and Final Claim Record, which is fully incorporated by referenced into this Government Code claim, MCI is entitled to be paid for the following claims:

Outstanding Change Order Requests	$ 7,599.20
Change Order Markup's Not Providing Full Compensation	$11,811.95
Idle Equipment / Extended Overhead	$13,513.62

Under Public Contract Code sections 7017 and 20104.50, MCI is entitled to recover interest and/or 2% penalty per month plus attorneys' fees for amounts due and owing MCI. MCI is also entitled to recover all costs, fees and damages for all additional items of dispute which have been previously documented by MCI to the OWNER for work required but not yet paid.

3. SUMMARY OF ENTITLEMENT

MCI asserts that poor and incomplete design and OWNER-caused changes and delays affected Project activity. The Public Contract Code and Prime Contract require the OWNER to make timely and full payments to MCI, which the OWNER has not done. The OWNER has also breached its implied obligations to provide correct plans and specifications, and not to hinder, delay, or interfere with MCI's performance.

The amount claimed exceeds $10,000.00, and jurisdiction over the claim rests in Superior Court and is not a limited civil case.

Very truly yours,

KURT MCFADDEN

7A

Council Synopsis

December 8, 2015

From: Mike Pitcock, Director of Development Services/City Engineer

Prepared by: Debra Whitmore, Deputy Director of Development Services (Planning)
Phaedra Norton, City Attorney
Nino Amirfar, Special Operations Captain

Presented by: Debra Whitmore, Deputy Director of Development Services (Planning)

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Determining that the Proposed Amendments to Title 5 and Title 3 of the Turlock Municipal Code are Exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15061(b)(3)(General Rule) and/or Section 15305 (Minor Alterations in Land Use Limitations)

Resolution: Reaffirming and confirming the City Zoning Code is adopted and operates under the principles of Permissive Zoning

Introduce the following ordinances:

Ordinance: Amending Turlock Municipal Code Title 5, Chapter 21 prohibiting all Commercial Cannabis Activities, prohibiting Cannabis Deliveries within the City, prohibiting all Activities for which a License is required under the Medical Marijuana Regulation and Safety Act, and prohibiting Cultivation of Cannabis for Non-Commercial Purposes in the City of Turlock

Ordinance: Amending Turlock Municipal Code Title 3, Chapter 1 regarding Business Licenses providing that the City shall not approve licenses or uses for a medical marijuana collective, cooperative, dispensary or any other commercial cannabis (marijuana) activity including distribution, cultivation, manufacturing, transportation, delivery, testing, or processing of medical marijuana, and the City shall not approve licenses or uses for any activity that requires a license or any other authorization or approval under the Medical Marijuana Regulation and Safety Act

2. DISCUSSION OF ISSUE:

ISSUE

On October 9, 2015, Governor Brown signed three bills into law (AB 266, AB 243, and SB 643), collectively known as the "Medical Marijuana Regulation and Safety Act", or MMRSA, that sets up a State licensing scheme for commercial medical marijuana uses. The Act protects local control by requiring all such business to have a local license or permit to operate in addition to a State license. The MMRSA allows cities and counties to completely prohibit commercial medical marijuana activities, including cultivation; however, local agencies must have enacted such prohibitions by March 15, 2016. In order to have an ordinance in place, the City of Turlock would need to have the second reading of such an ordinance by its January 26 regularly scheduled City Council meeting. The City already bans commercial medical marijuana dispensaries within the City of Turlock. In addition, the zoning ordinance specifically excludes the cultivation of marijuana as an agricultural use. The purpose of this item is to give the City Council the opportunity to determine whether to completely ban the commercial sale, transportation and distribution, and cultivation of marijuana, including medical marijuana, within the City of Turlock.

BACKGROUND

The Federal Controlled Substances Act (21 U.S.C. § 801 et seq.) classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, has no currently accepted medical use in treatment in the United States and has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, transport, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act does not exempt the cultivation, manufacture, distribution, dispensation, transportation or possession of marijuana for medical purposes.

In 1996, California voters enacted Proposition 215, the Compassionate Use Act (CUA), to enable persons who are seriously ill and have the approval of a physician to access marijuana for medical purposes and use it without fear of criminal prosecution under limited specified circumstances. In 2003, the Legislature enacted the Medical Marijuana Program (MMP), codified as Health and Safety Code sections 11362.7 through 11362.83, to clarify CUA's scope and promote CUA's consistent application throughout the State. The MMP expressly allows cities and other local governing bodies to adopt and enforce local rules and regulations consistent with the MMP. The CUA and the MMP primarily address aspects of criminal law that pertain to the possession, cultivation or distribution of marijuana by providing certain qualified individuals who cultivate marijuana for medical purposes with a limited defense to certain state criminal statutes.

Since January 2006, the City of Turlock has had both interim and permanent ordinances in place prohibiting the establishment of medical marijuana dispensaries in Turlock. These ordinances were put in place to protect the public health, safety and welfare. In considering a permanent ban on medical marijuana dispensaries, the City Council considered evidence provided by many other jurisdictions demonstrating that the secondary effects of allowing medical marijuana dispensaries would be detrimental to the quality of life of the citizens of Turlock and harm the economic health of the City due to increased crime and violence. Documented crimes ranged from the resale of medical marijuana to individuals who do not have physician recommendations or valid identification cards, increased vagrancy and public smoking of marijuana, increased violence in and around the dispensaries, take-over robberies of the dispensaries themselves, increased illegal cultivation of marijuana by parties not authorized under State law, and increased sale and trafficking of marijuana and other drugs in violation of both State and federal law. Of particular concern is the fact that crime is not being consistently reported by dispensaries and users because they do not want to jeopardize the status of the dispensaries. Based on the experience of these other cities, the Turlock Police Department is concerned that a marijuana dispensary has the potential to increase crime and violence in Turlock.

In April of this year, the City Council amended the Zoning Ordinance to allow agricultural uses within the City with the specific exclusion of the cultivation of marijuana for any purpose due to the potential odor, dust, smoke and fumes that could generate a public nuisance to adjacent residential and business development.

IMPACTS OF MARIJUANA CULTIVATION ON QUALITY OF LIFE

In 2013, the California Supreme Court ruled in City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. that each local government has the inherent authority to regulated the use of land within its jurisdictional boundary, and more specifically, to prohibit the cultivation of marijuana for any purpose. Since the passage of Prop 215, the City of Turlock has experienced a marked increase in complaints and crime associated with the usage and cultivation of marijuana, including those cases where the marijuana was being grown for personal use with a valid medical marijuana card.

The Police Department has responded to numerous incidents since November of 2014 where individuals who had been cultivating marijuana on their premises were attacked in attempts to steal the marijuana being grown. All of these incidents had the suspects shooting at the victims. Three of these incidents were classified as attempted homicides. The fourth and most recent incident occurred this year (2015). This involved a guest of the homeowner who was shot and killed during an attempt to force entry into the home. There was evidence that showed that the home had an indoor marijuana grow.

These incidents not only endangered the victims themselves but also the neighbors and community as a whole. The Police Department receives daily requests for assistance from its citizens during the marijuana harvest season due to the pungent odor of marijuana. While the Police Department does look into these, the individuals responsible for the cultivation are, more often than not, in possession of a medical marijuana card.

The Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that marijuana cultivation or other concentration of marijuana in any location or premise without adequate security increases the risk to surrounding homes and businesses. As evidenced within the City of Turlock, residents that grow marijuana for their own personal use for a medical condition are ill-equipped to provide the security necessary to protect their neighbors and neighborhoods from the increase in criminal activity generated by such activities. The malodorous smells and degradation in the natural environment negatively impacts the quality of life for residents and can negatively impact the economic vitality of adjacent businesses. Indoor cultivation of medical marijuana creates a greater risk of indoor electrical fire hazards.

The Turlock Narcotics Enforcement Team has assisted in numerous thefts of power calls, approximately 20 or more, and the majority have resulted in the indications of an indoor cultivation of marijuana utilizing indoor growing fixtures. The manner in which the electricity itself was stolen posed a hazard to neighbors and their children for electrocution. The fire hazards from excessive heat, poor ventilation, and poor electrical fixtures were also a major concern.

For the last several years some of these home cultivations sites have also began utilizing the cultivated marijuana to begin the process of extracting high potency oils from the marijuana, called "honey oil". The process is identified as Butane Honey Oil (BHO) Labs and we have had over seven of these labs in Turlock. The process is extremely volatile and dangerous. The Police Department and Fire Department have responded to several of these labs. Recently two of these labs resulted in an apartment complex and a home where explosions occurred. Fortunately, they did not result in injury or death but very easily could have been catastrophic.

The following statistical information covers the last two years and comes from our Turlock Narcotics Enforcement Team.

Turlock Narcotics Enforcement Team Compliance Checks regarding complaints of cultivation of marijuana for personal use (per Prop 215 and SB 420) resulted in approximately 50 checks being completed with over 95% not in compliance. This means that almost all of the indoor or outdoor grows were in excess of what is considered personal use per a medical marijuana card. These complaints were directly due to citizens calling regarding their observation of marijuana grow/cultivations and or the pungent odor caused from the plants.

These cases involving the cultivation of marijuana both indoor and outdoor, BHO labs, etc. have been observed to either have children present or easily accessible to children who may be in the area due to proximity of their homes, schools and or parks.

The Turlock Narcotics Enforcement Team along with the State Board of Equalization and numerous other agencies were involved in the investigation of a Medical Marijuana Dispensary in 2015. The dispensary had several additional locations in other cities and had opened its Turlock branch under fraudulent pretense and in violation of the Turlock Municipal Code. The Turlock Narcotics Enforcement Team attempted to gain compliance from the owner with Turlock Ordinance and close. However they would not comply. The investigation grew when the State Board of Equalization and several other agencies became involved due to similar incidents under their jurisdiction and the dispensary finally closed after the service of a search warrant resulting in seizures of marijuana. (Attached are several pictures of incidents involving Grows, BHO Labs and Theft of power.)

For example, the cultivation of medical marijuana at locations or premises within the vicinity of schools creates unique risks that the marijuana plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with the cultivation or distribution of medical marijuana at such locations poses heightened risks that juveniles will be involved or endangered. The cultivation of marijuana at such locations or premises is especially hazardous to public safety and welfare, and to the protection of juveniles and the person or persons cultivating the marijuana plants. Moreover, as marijuana plants begin to flower, they produce an extremely strong odor that is offensive to many people and detectable well beyond property boundaries upon which they are grown. The strong, distinctive odor of marijuana plants may create an attractive nuisance, alerting individuals to the location of the plants and thereby creating the risk of potential crimes such as burglary, robbery, armed robbery, assault, attempted murder and murder.

LOCAL CONTROL AND THE COMMERCIAL USE/CULTIVATION OF MARIJUANA

On October 9, 2015, Governor Brown signed three bills into law (AB 266, AB 243, and SB 643), collectively known as the "Medical Marijuana Regulation and Safety Act", or MMRSA, that sets up a State licensing scheme for commercial medical marijuana uses. The Act protects local control by requiring all such business to have a local license or permit to operate in addition to a State license. The MMRSA allows cities and counties to completely prohibit commercial medical marijuana activities including the sale, transportation and distribution, and cultivation of marijuana, even for personal medicinal use. The current law includes language that requires cities and counties to prohibit the cultivation of marijuana use by March 1, 2016 either expressly or otherwise under

the principles of permissive zoning, or the State will become the sole licensing authority for such activities. The MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so. The MMRSA is silent as to how the City must prohibit other commercial medical marijuana activities. If the State were to become the licensing authority, such activities would be authorized under the provisions of the MMRSA.

While it is clear from the previously adopted prohibition of medical marijuana dispensaries, as well as the exclusion of the cultivation of marijuana from the zoning ordinance, staff believes that expressly prohibiting all and any of the activities related to the commercial and noncommercial use or cultivation of marijuana would make it abundantly clear that such uses are prohibited throughout the entire City.

SUMMARY OF ORDINANCE AMENDMENTS

Title 5 of the Turlock Municipal Code contains regulations regarding "Public Welfare, Morals, and Conduct". Chapter 21 was added in 2007 to prohibit the establishment of medical marijuana dispensaries in any zone or planned development within the City of Turlock. The amendments proposed in this chapter would prohibit any commercial activity or use involving marijuana, any deliveries of marijuana that originate or terminate in the City, any activities that may be regulated under the MMRSA, and the cultivations of marijuana for non-commercial purposes in any zone, planned development, or specific or master plan area within the City. This section would declare any violation of the ordinance to be a public nuisance, and establishes civil penalties for violations of the ordinance.

The proposed amendments to Title 3, Chapter 1 of the Turlock Municipal Code (Business Licensing) state that the City shall not approve any licenses or uses for medical marijuana collectives, cooperatives or dispensaries, any uses for the distribution, cultivation, transportation, delivery, or processing of medical marijuana, or any activity that requires a license under the MMRSA.

3. BASIS FOR RECOMMENDATION:

A. The Safety Element of the General Plan expresses the City's desire to create a community that is safe and attractive to families and businesses. The policies contained within the Safety Element promote crime prevention at all levels including environmental design to reduce opportunities for crime and to prevent injury to persons and destruction of property and disruption of the quality of life to residents and businesses within the City of Turlock.

B. Staff is recommending the amendments to Title 5 and Title 3 to make it clear that any of the activities related to the commercial and noncommercial use, transportation, delivery or cultivation of marijuana is prohibited in order to protect the safety and welfare, public health, quality of life of the citizens of the City of Turlock.

C. **Policy Goal and Implementation Plan Initiative:**

Policy Goal #1 – Effective Leadership

General Principles:
4. Proactively respond to emerging issues.

Policy Goal #3 – Public Safety

General Principles:
1. Public Safety is a core mission for every department and employee of the City.
2. Public Safety provides for the safety of our citizens and preserves our community and culture.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommends approval.

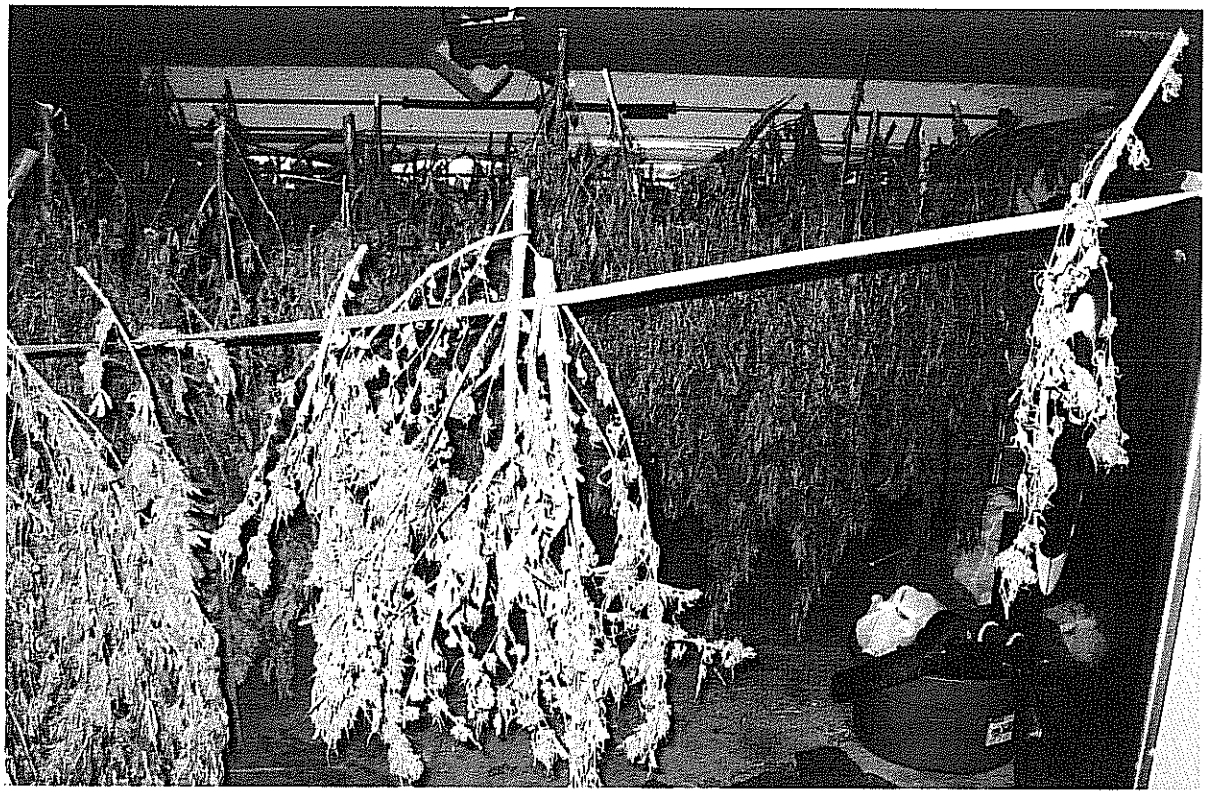
6. ENVIRONMENTAL DETERMINATION:

This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305 (Minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density) and/or section15061(b)(3) (General rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment). The provisions of the City's permissive zoning code already prohibits all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

7. ALTERNATIVES:

A. **The City Council may choose not to approve the proposed ordinance amendments.** Staff does not recommend this alternative because of the public safety impacts of such activities. In order to retain local control, the prohibition must be in place by March 15, 2016 or the State will become the sole licensing authority.

B. **The City Council may choose to modify the proposed ordinance amendments.**



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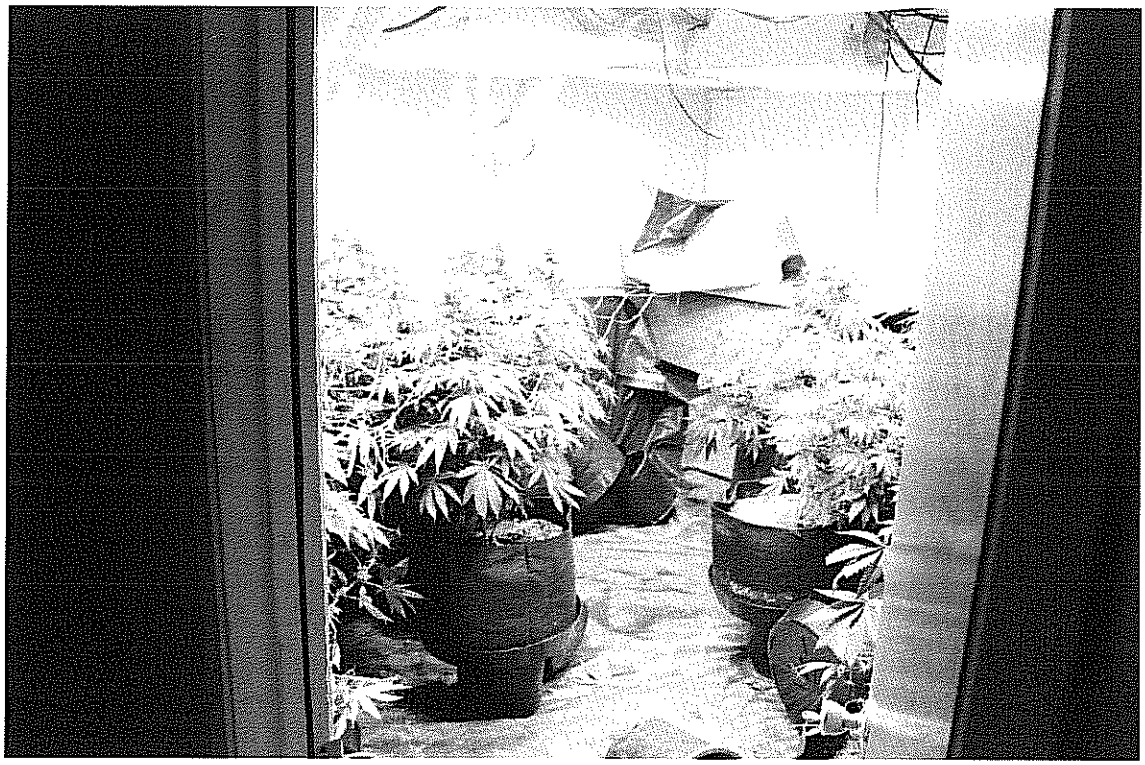

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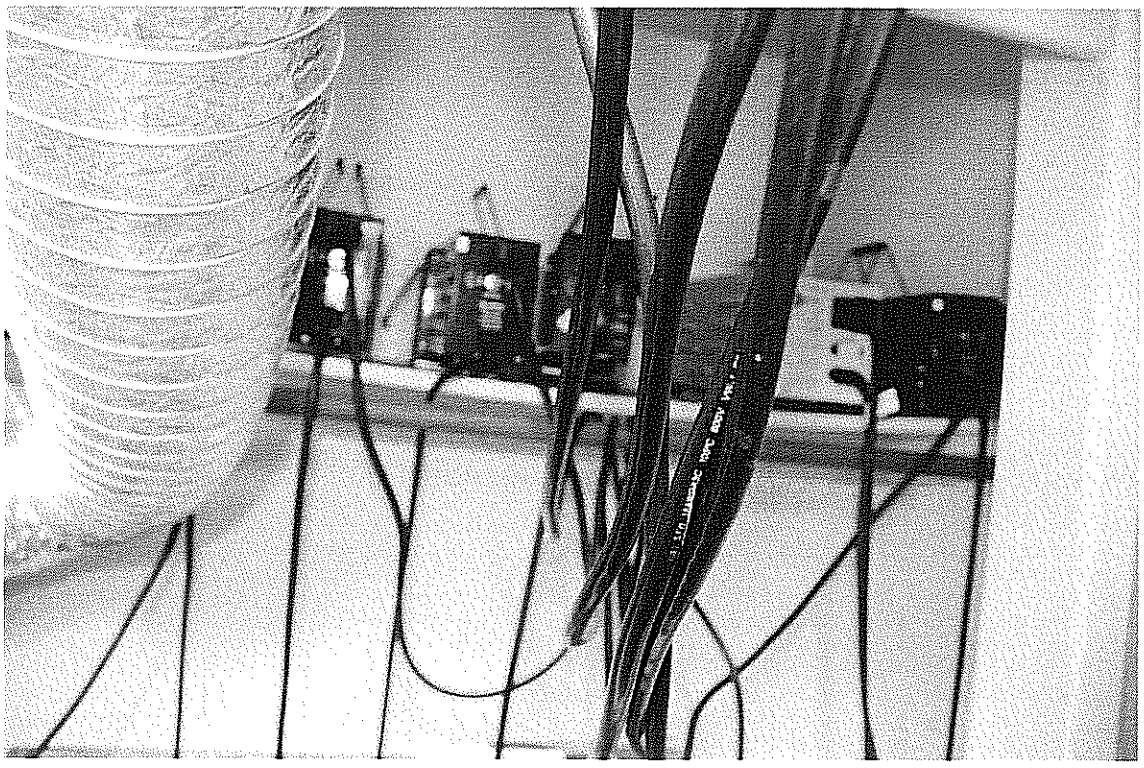

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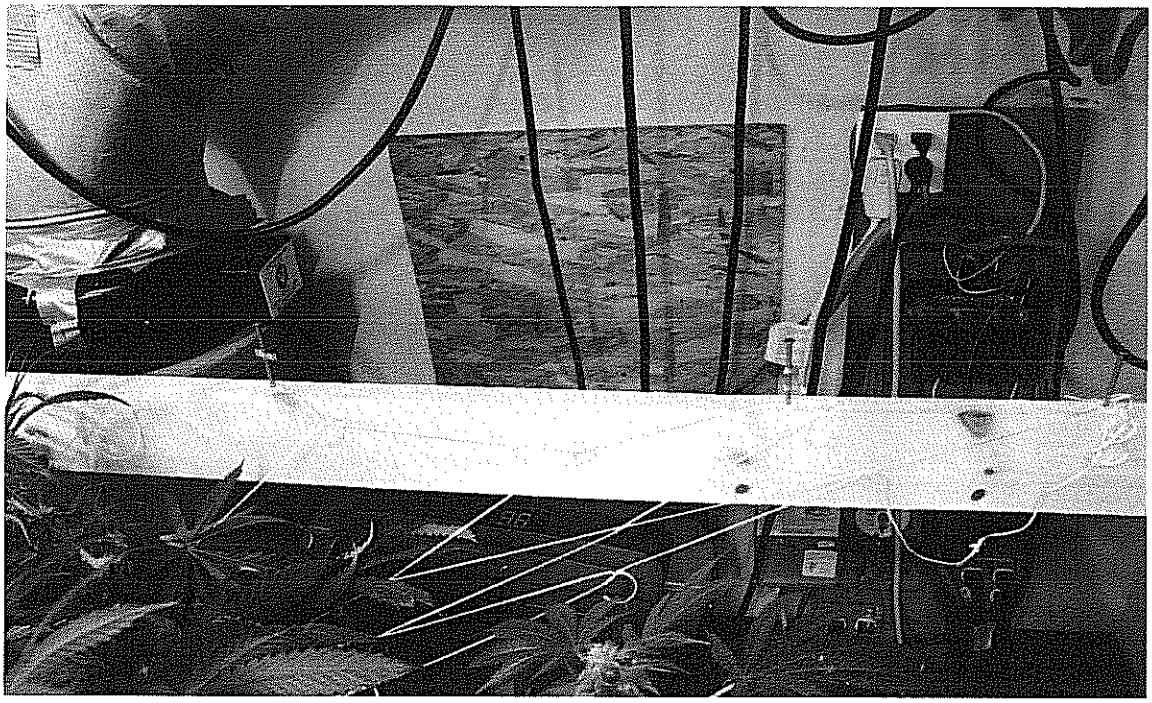

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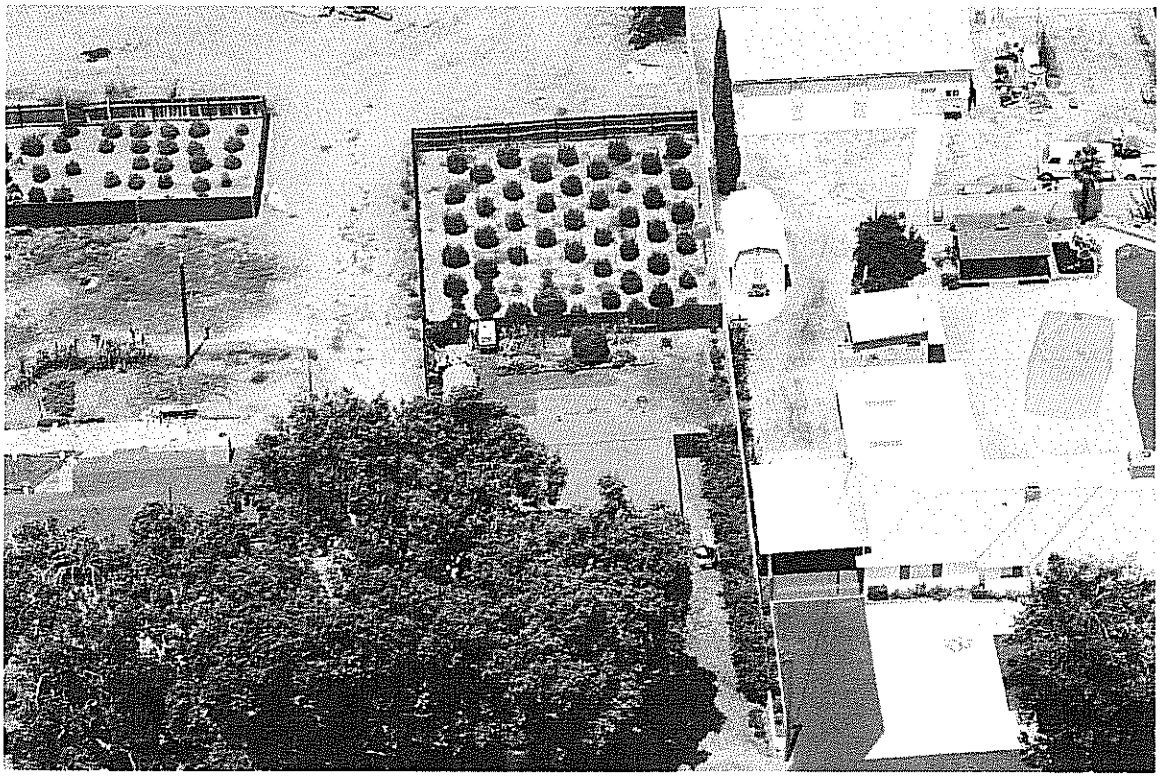

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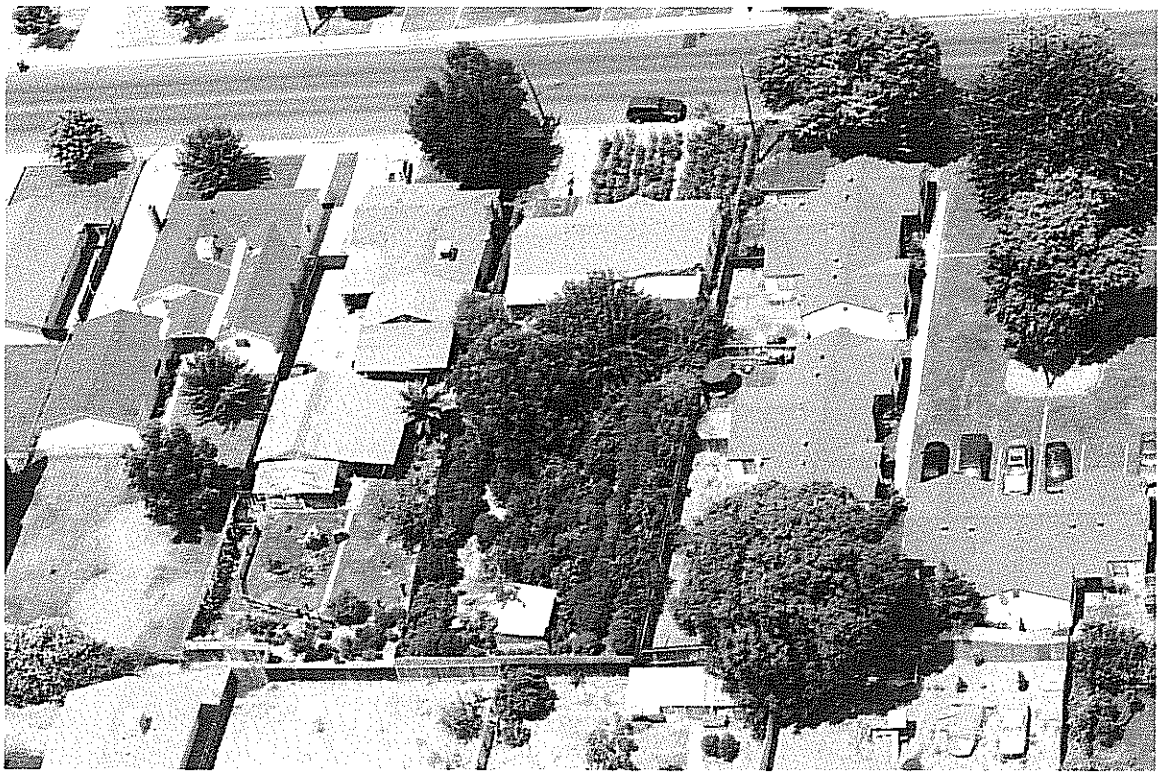


FLOWER

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REAFFIRMING AND CONFIRMING THE CITY ZONING CODE IS ADOPTED AND OPERATES UNDER THE PRINCIPLES OF PERMISSIVE ZONING	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock Zoning Code is adopted and implemented under the principles of permissive zoning; and

WHEREAS, California Health and Safety Code § 11362.777(b)(3) provides that the Department of Food and Agriculture may not issue a state license to cultivate medical marijuana within a city that prohibits cultivation under principles of permissive zoning.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Turlock does hereby confirm that the City of Turlock Zoning Code is adopted and implemented under the principles of permissive zoning; and

BE IT FURTHER RESOLVED THAT, the City Council of the City of Turlock does hereby find that:

1. California Health and Safety Code § 11362.777(b)(3) provides that the Department of Food and Agriculture may not issue a state license to cultivate medical marijuana (cannabis) within a city that prohibits cultivation under principles of permissive zoning; and

2. Cultivation of cannabis (marijuana) is not allowed within the City of Turlock because it is not expressly permitted; and

3. The State of California is not allowed to issue a license for the cultivation of medical cannabis (marijuana) within the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THAT THE PROPOSED AMENDMENTS TO TITLE 5 AND TITLE 3 OF THE TURLOCK MUNICIPAL CODE ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3) (GENERAL RULE) AND/OR SECTION 15305 (MINOR ALTERATIONS IN LAND USE LIMITATIONS)	}	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock is considering the enactment of certain ordinances to prohibit any commercial and noncommercial activities and uses of marijuana/cannabis; and

WHEREAS, the City's permissive zoning provisions already prohibits all uses that are being expressly prohibited by these ordinance amendments; and

WHEREAS, the proposed amendments are consistent with the City of Turlock General Plan Safety Element which establishes the policies and implementation measures to reduce crime and property damage to residents and businesses; and

WHEREAS, the proposed amendments do not result in any change in land use or density; and

WHEREAS, the proposed amendments do not have the potential to cause a significant effect on the environment; and

WHEREAS, CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; and

WHEREAS, the City Council of the City of Turlock held a duly noticed public hearing on December 8, 2015, to solicit public comment and testimony regarding the environmental document and the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find and determine that the project is consistent with the Turlock General Plan and its Environmental Impact Report, and is exempt from CEQA pursuant to CEQA Guidelines Section 15305 (Minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density) and/or Section15061(b)(3) (General rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 5, CHAPTER 21 PROHIBITING ALL COMMERCIAL CANNABIS ACTIVITIES, PROHIBITING CANNABIS DELIVERIES WITHIN THE CITY, PROHIBITING ALL ACTIVITIES FOR WHICH A LICENSE IS REQUIRED UNDER THE MEDICAL MARIJUANA REGULATION AND SAFETY ACT, AND PROHIBITING CULTIVATION OF CANNABIS FOR NON-COMMERCIAL PURPOSES IN THE CITY OF TURLOCK	**ORDINANCE NO. -CS**

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. FINDINGS AND PURPOSE. The City Council finds and declares as follows:

A. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5 and entitled "The Compassionate Use Act of 1996" or "CUA").

B. The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."

C. In 2004, the Legislature enacted Senate Bill 420 (codified as California Health & Safety Code § 11362.7 et seq. and referred to as the "Medical Marijuana Program" or "MMP") to clarify the scope of Proposition 215 and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

D. In City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729, the California Supreme Court held that "[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . . ." Additionally, in Maral v. City of

Live Oak (2013) 221 Cal.App.4th 975, the Court of Appeal held that "there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . . ." The Court in Maral affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

E. The Federal Controlled Substances Act, 21 U.S.C. § 801 et seq., classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for medical purposes, although there is recent case law that raises a question as to whether the Federal Government may enforce the Act where medical marijuana is allowed.

F. On October 9, 2015 Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter "MMRSA"). The MMRSA set up a State licensing scheme for commercial medical marijuana activities while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to completely prohibit commercial medical marijuana activities.

G. The City Council finds that commercial medical marijuana (cannabis) activities, as well as cultivation for personal medical use as allowed by the CUA and MMP can adversely affect the health, safety, and well-being of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.

H. The limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer a land use right or the right to create or maintain a public nuisance.

I. The MMRSA contains language that requires the city to prohibit cultivation uses by March 1, 2016 either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority. The MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so. The MMRSA is silent as to how the City must prohibit other type of commercial medical marijuana (cannabis) activities.

J. While the City Council believes that cultivation and all commercial medical marijuana (cannabis) uses are prohibited under the City's permissive zoning regulations, it desires to enact this ordinance to expressly make clear that all such uses are prohibited in all zones, planned developments, specific and master plan areas throughout the City.

K. The City Council held a duly noticed public hearing on this Ordinance on December 8, 2015, at which time it considered all evidence presented, both written and oral.

SECTION 2. AMENDED. Title 5, Chapter 21 of the Turlock Municipal Code is hereby amended to read as follows:

~~**5-21-101 Definitions.**~~

~~The term "medical marijuana dispensary" or "dispensary" means any facility or location, stationary or mobile, where medical marijuana is cultivated, made available to and/or distributed to any of the following: a primary caregiver, a qualified patient, or a person with an identification card, in accordance with Health and Safety Code Section 11362.5 et seq. The terms "primary caregiver," "qualified patient," and "person with an identification card" shall be as defined in Health and Safety Code Section 11362.5 et seq.~~

~~A "medical marijuana dispensary" shall not include the following uses, as long as the location of such uses are otherwise regulated by this Code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with the applicable law including, but not limited to, Health and Safety Code Section 11362.5 et seq.~~

~~The term "medical marijuana dispensary" as defined herein is not intended, nor shall it be construed, to apply to the cultivation, delivering, giving away, providing, or furnishing of marijuana by a qualified patient, a primary caregiver, or a person with an identification card, as defined in Health and Safety Code 11362.5 et seq., provided such activity complies strictly with all applicable California law, including but not limited to, Health and Safety Code Sections 11362.5, 11362.765, and 11362.77.~~

~~**5-21-102 Medical marijuana dispensaries as a prohibited use.**~~
~~A medical marijuana dispensary as defined in Section 5-21-101 is prohibited in all zones and planned developments as defined in Title 9 (Zoning Ordinance) and no permit shall be issued therefor.~~

Chapter 5-21
MEDICAL MARIJUANA (CANNABIS) AND CULTIVATION

5-21-101 Definitions

"Cannabis" shall have the same meaning as set forth in Business & Professions Code § 19300.5(f) as the same may be amended from time to time.

"Caregiver" or "primary caregiver" shall have the same meaning as set forth in Health & Safety Code § 11362.7 as the same may be amended from time to time.

"Commercial cannabis activity" shall have the same meaning as that set forth in Business & Professions Code § 19300.5(k) as the same may be amended from time to time.

"Cooperative/Collective" shall mean two or more persons collectively or cooperatively cultivating, distributing, using, transporting, possessing, administering, delivering or making available medical marijuana (cannabis), with or without compensation.

"Cultivation" shall have the same meaning as set forth in Business & Professions Code § 19300.5(l) as the same may be amended from time to time.

"Cultivation site" shall have the same meaning as set forth in Business & Professions Code § 19300.5(x) as the same may be amended from time to time.

"Delivery" shall have the same meaning as set forth in Business & Professions Code § 19300.5(m) as the same may be amended from time to time.

"Dispensary" shall have the same meaning as set forth in Business & Professions Code § 19300.5(n) as the same may be amended from time to time. For purposes of this Chapter, "Dispensary" shall also include a cooperative/collective.

"Dispensing" shall have the same meaning as set forth in Business & Professions Code § 19300.5(o) as the same may be amended from time to time.

"Distribution" shall have the same meaning as set forth in Business & Professions Code § 19300.5(p) as the same may be amended from time to time.

"Distributor" shall have the same meaning as set forth in Business & Professions Code § 19300.5(q) as the same may be amended from time to time.

"Manufacturer" shall have the same meaning as set forth in Business & Professions Code § 19300.5(y) as the same may be amended from time to time.

"Manufacturing site" shall have the same meaning as set forth in Business & Professions Code § 19300.5(af) as the same may be amended from time to time.

"Medical cannabis," "medical cannabis product," or "cannabis product" shall have the same meanings as set forth in Business & Professions Code § 19300.5(ag) as the same may be amended from time to time.

"Medical Marijuana Regulation and Safety Act" or "MMRSA" shall mean the following bills signed into law on October 9, 2015 as the same may be amended from time to time: AB 243, AB 246, and SB 643.

"Nursery" shall have the same meaning as set forth in Business & Professions Code § 19300.5(ah) as the same may be amended from time to time.

"Qualifying patient" or "Qualified patient" shall have the same meaning as set forth in Health & Safety Code § 11362.7 as the same may be amended from time to time.

"Testing laboratory" shall have the same meaning as set forth in Business & Professions Code § 19300.5(z) as the same may be amended from time to time.

"Transport" shall have the same meaning as set forth in Business & Professions Code § 19300.5(am) as the same may be amended from time to time.

"Transporter" shall have the same meaning as set forth in Business & Professions Code § 19300.5(aa) as the same may be amended from time to time.

5-21-102 Prohibition.

A. Commercial cannabis (marijuana) activities of all types including, but not limited to, dispensaries, collectives, cooperatives, transportation, distribution, cultivation, manufacturing, delivery, testing, and processing are expressly prohibited in all zones, planned developments, and all specific and master plan areas in the City of Turlock. No person shall establish, operate, conduct or allow any commercial cannabis (marijuana) activity anywhere within the City.

B. To the extent not already covered by subsection A above, all deliveries of medical cannabis (marijuana) are expressly prohibited within the City of Turlock. No person shall conduct any deliveries that either originate or terminate within the City.

C. This section is meant to prohibit all activities for which a State license is required. Accordingly, the City shall not issue any permit, license, authorization or other entitlement for any activity for which a State license is required under the MMRSA.

D. Cultivation of cannabis (marijuana) for non-commercial purposes including, but not limited to, cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones, planned developments, and all specific and master plan areas in the City of Turlock. No person including, but not limited to, a qualified patient or primary caregiver, shall cultivate any amount of cannabis (marijuana) in the City, even for medical purposes.

E. In the event that there is future legislation or an initiative that authorizes recreational marijuana (cannabis) use/activities, to the greatest extent permitted by law and to the extent not already prohibited by this Chapter, the prohibitions contained herein related to medical cannabis (marijuana) shall apply to recreational marijuana (cannabis).

5-21-103 Public Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731 or any other remedy available to the City.

5-21-104 Civil Penalties.

In addition to any other enforcement remedies permitted by this Chapter, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person or entity violating this Chapter. In any civil action brought pursuant to this Chapter, a court of competent jurisdiction may award reasonable attorney's fees and costs to the prevailing party.

SECTION 3. AUTHORITY. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

SECTION 4. PERMISSIVE ZONING SCHEME. Nothing in this Ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

SECTION 5. CEQA. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and section15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The City's permissive zoning provisions already prohibit all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. To the extent the provisions of the Turlock Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 8. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of adoption and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 9. 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 __ day of _____, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2015.

_____
GARY SOISETH, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 3, CHAPTER 1 REGARDING BUSINESS LICENSES PROVIDING THAT THE CITY SHALL NOT APPROVE LICENSES OR USES FOR A MEDICAL MARIJUANA COLLECTIVE, COOPERATIVE, DISPENSARY OR ANY OTHER COMMERCIAL CANNABIS (MARIJUANA) ACTIVITY INCLUDING DISTRIBUTION, CULTIVATION, MANUFACTURING , TRANSPORTATION, DELIVERY, TESTING, OR PROCESSING OF MEDICAL MARIJUANA, AND THE CITY SHALL NOT APPROVE LICENSES OR USES FOR ANY ACTIVITY THAT REQUIRES A LICENSE OR ANY OTHER AUTHORIZATION OR APPROVAL UNDER THE MEDICAL MARIJUANA REGULATION AND SAFETY ACT	**ORDINANCE NO. -CS**

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 3, Chapter 1, Article 1, Section 101 is hereby amended to read as follows:

3-1-101 Statement and purpose of chapter / Prohibitions.

(a) There is imposed upon the businesses, trades, professions, callings and occupations in the City a license tax in the amounts hereinafter prescribed.

(b) It shall be unlawful for any person whether as a principal or as an agent or employee for any other person or for any body corporate, or otherwise, to commence and carry on any business, trade, profession, calling or occupation in the City without first having procured a license from the City to do so and without having complied with any and all applicable provisions of this chapter.

(c) This chapter shall not be construed to require any person to obtain a license prior to doing business within the City if such requirement conflicts with the Constitution of the United States or of the State, or any applicable statutes.

~~(e)~~(d) The City shall not approve licenses or uses that violate State or Federal law.

(e) The City shall not approve licenses or uses for a medical marijuana (cannabis) collective, cooperative or dispensary or any other commercial cannabis (marijuana) activity.

(f) The City shall not approve licenses or uses for the distribution, cultivation, manufacturing, transportation, delivery, testing, or processing of medical marijuana (cannabis).

(g) The City shall not approve licenses or uses for any activity that requires a license or any other authorization or approval under the Medical Marijuana Regulation and Safety Act.

~~(d)~~(h) In the event that any portions of this chapter are deemed to be for any reason unenforceable, the remaining provisions of this chapter shall remain in full force and effect.

SECTION 2. CEQA. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and section15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The City's permissive zoning provisions already prohibits all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

SECTION 3. 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 4. 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 __ day of _____, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2015.

_____
GARY SOISETH, Mayor

ATTEST:

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

7B

Council Synopsis

December 8, 2015

From: Michael I. Cooke, Interim City Manager

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Director and Phaedra A. Norton, City Attorney

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches

Ordinance: Amending Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees

2. DISCUSSION OF ISSUE:

On June 23, 2015, Mayor Soiseth appointed Vice Mayor Bublak and Council member DeHart to the Sidewalk and Street Tree Ad Hoc Committee. The committee was asked to conduct a review of the sidewalk and street tree ordinances to determine if any updates or changes were necessary

As part of the review process, the committee conducted two community meetings with community stakeholders. The community meetings were held on September 2, 2015 and October 7, 2015. In addition, on October 14, 2015, Councilmember DeHart and staff met with Rick Jones, Government Affairs Director, Central Valley Association of Realtors.

Based upon the completed review and community engagement process, the committee is recommending the changes set forth in the ordinances attached. The additions to the ordinances require that with every sale/transfer of property, the seller/transferor is required to provide notice of the property owner's maintenance obligations related to street trees and sidewalk areas. In addition, in order to provide all responsible parties with notice of his/her maintenance obligations related to street trees and sidewalk areas, the ordinances will be recorded with the County Clerk of the County of Stanislaus. This is the same recording process that we used for the Right to Farm ordinance.

3. BASIS FOR RECOMMENDATION:

Policy Goal #4, Municipal Infrastructure, Action Item 11, of the Mayor and City Council's Policy Goals and Implementation Plan, provides for a review of the sidewalk and street tree ordinances. The implementation measures indicate the review would be completed no later than November 2015 with the Council taking action no later than January 2016.

After completing the review and community engagement process related to the street tree and sidewalk ordinance, the Ad Hoc Committee has determined that changes to the ordinances are recommended.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budgeted position (Account 110/402-01-01)

5. CITY MANAGER'S COMMENTS: N/A

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES: N/A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 7, CHAPTER 2 REGARDING MAINTENANCE OF CURBS, GUTTERS, SIDEWALKS, CURB CUTS, AND DRIVEWAY APPROACHES	}	ORDINANCE NO. -CS

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 7, Chapter 2, Article 6, Section 01, is hereby amended to read as follows:

7-2-601 Maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches.

(a) Anything in this Code to the contrary notwithstanding, the maintenance and repair of sidewalk areas and the making, confirming, and collection of assessments for the cost and expenses of said maintenance and repair may be done and the proceedings therefor may be had and taken in accordance with Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State as the same is now in effect or may hereafter be amended. In the event of any conflict between the provisions of said Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State and this Code, the provisions of this Code shall control.

(b) The 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, including parking strips, sidewalks, curbs, gutters, curb cuts, and driveway approaches and persons in possession of such lots by virtue of any permit or right shall 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.

(c) Maintenance and repair of sidewalk area shall include, but not be limited to, maintenance and repair of surfaces including grinding, removal and replacement of sidewalks, repair and maintenance of curb and gutters, removal and filling or replacement of parking strips, removal of weeds and/or debris, tree root pruning and installing root barriers, trimming of shrubs and/or ground cover, and trimming shrubs within the area between the property line of the adjacent property and the street pavement line, including parking strips and curbs, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and will be in a condition which will not interfere with the public convenience in the use of said sidewalk area.

(d) The City Manager or his designee may in his or her discretion, and for sufficient cause, extend the period in which required maintenance and repair of sidewalk areas must commence by a period of not to exceed ninety (90) days.

(e) The property owner required under this section to maintain and repair the sidewalk area shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and nondangerous condition. If, as a result of the failure of any property owner to maintain the sidewalk area in such a nondangerous condition as required, any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages or injury.

(f) In conjunction with any sale or transfer of real property and using the Local Option Real Estate Transfer Disclosure Statement form set forth in Civil Code Section 1102.6a, the seller/transferor shall provide notice of the maintenance and repair obligations set forth in this Article to the buyer/transferee. The Notice shall, at a minimum, include the following language:

> The 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, including parking strips, sidewalks, curbs, gutters, curb cuts, and driveway approaches and persons in possession of such lots by virtue of any permit or right shall 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.

(g) To provide all property owners with notice of his/her obligation to maintain and repair his/her sidewalk area as set forth in this Article, the ordinance codified in this Chapter shall be recorded with the County Clerk of the County of Stanislaus.

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.

SECTION 4. OPERATIVE DATE: The amendments set forth in this Ordinance, specifically Section 7-2-601 subsections (f) and (g), shall become operative on July 1, 2016.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2015.

_____
GARY SOISETH, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 7, CHAPTER 7 REGARDING MAINTENANCE OF STREET TREES	}	**ORDINANCE NO. -CS**

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 7, Chapter 7, Article 2, Section 06, is hereby amended to read as follows:

7-7-206 Duty to maintain.

It shall be the duty of every property owner and every person occupying property within the City to maintain street trees in the parkway or planting easement on or adjacent to his property.

(a) In conjunction with any sale or transfer of real property and using the Local Option Real Estate Transfer Disclosure Statement form set forth in Civil Code Section 1102.6a, the seller/transferor shall provide notice of the maintenance obligations set forth in this Article to the buyer/transferee. The Notice shall, at a minimum, include the following language:

> Every property owner and every person occupying property within the City shall maintain street trees in the parkway or planting easement on or adjacent to his/her property.

(b) To provide all property owners and occupants with notice of his/her obligation to maintain street trees as set forth in this Article, the ordinance codified in this Chapter shall be recorded with the County Clerk of the County of Stanislaus.

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.

SECTION 4. OPERATIVE DATE: The amendments set forth in this Ordinance, specifically Section 7-7-206 subsections (a) and (b), shall become operative on July 1, 2016.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2015.

_____
GARY SOISETH, Mayor

ATTEST:

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

8A

Council Synopsis

December 8, 2015

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

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

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Providing direction on how to respond to duplicate requests to host a Farmers Market in downtown Turlock

2. DISCUSSION OF ISSUE:

Over the last five years, Turlock has had the benefit of a certified farmers market being hosted in the downtown core. The current market has evolved from being held on Fridays to most recently being held on Saturdays, operating between May and October each year. This type of activity has been a welcome addition to the community and has enhanced the appeal of our downtown to residents and visitors alike. Concurrently, our downtown core has experienced a welcome resurgence with the opening of many new dining and retail establishments, making it a highly sought after venue for special events and activities. This interest has increased the number of events taking place downtown and has recently created a new challenge for the City given our involvement with authorizing street closures.

This new challenge stems from City staff receiving a street closure request from a new group interested in hosting a year round Farmers Market in the downtown. Until now, the City had not anticipated the possibility of more than one group wanting to host such an event. As a result, staff is seeking direction on how Council would like to handle this situation. In researching other municipal policies it is clear that there are different approaches to this type of issue. In addition to a "first come, first served" approach, some municipalities choose to operate with more than one market however these are generally much larger cities. Others have chosen to implement an RFP process creating the opportunity for competition and enhanced accountability.

The new applicant is seeking direction on how to proceed as they need to take steps to obtain the appropriate licensing and must act quickly in order to meet their identified timelines.

3. **BASIS FOR RECOMMENDATION:**

    1. **Policy Goal #5 – Economic Development**
        a. **General Principle #3 – Support the business community.**

    2. **Policy Goal #7 – Quality Community Programs**
        a. **General Principle #3 – Focus on partnerships to expand services and the number of citizens served.**

4. **FISCAL IMPACT / BUDGET AMENDMENT:**

    No fiscal impact.

5. **CITY MANAGER'S COMMENTS:**

    Recommend approval.

6. **ENVIRONMENTAL DETERMINATION:**

    N/A

7. **ALTERNATIVES:**

Council Synopsis

8B

December 8, 2015

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 88-130 and adopting a new Resolution revising Neighborhood Street Tree Themes and Options

2. DISCUSSION OF ISSUE:

The Parks, Recreation and Public Facilities Department is requesting to rescind Resolution No. 88-130 and adopt a new Theme Street/Subdivision Street list and map. While reviewing the current list of Theme Street/Subdivision Street Trees, staff found that many of the trees on the list were not being used for a variety of reasons including but not limited to high root systems, susceptibility to mistletoe, disease and not being drought tolerant. (Note: Resolution No. 88-130 is attached for reference as Attachment 1)

Over the last 3 years, City staff has seen an increase in the number of residents and businesses who are requesting to remove and replace their Theme Street/Subdivision Street Trees due to high root system, mistletoe, disease or because they are causing damage to the sidewalks, curbs, gutters and driveway approaches. The updated street tree list will allow staff to provide residents who need to replace their Theme Street/Subdivision Street Trees with replacement options, while still maintaining a neighborhood theme for each area in the City of Turlock.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

6. Protect and manage Turlock's urban forest, including street trees

Action Item:

11. Conduct a comprehensive review of the sidewalk and street tree ordinances and policies

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
There will be no fiscal impact

Budget Amendment
N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose not to approve the proposed changes.

RESOLUTION NO. 88-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TURLOCK RESCINDING RESOLUTION NO. 87-122 REGARDING STREET TREES

BE IT RESOLVED by the City Council of the City of Turlock that Resolution No. 87-122 is hereby rescinded and replaced as follows:

SECTION 1: Pursuant to the provisions of the Turlock Municipal Code, the following Theme Streets, Subdivision Street Trees and Standards are established.

SECTION 2: SELECTION. The property owner, builder or developer shall plant the named tree as designated in SECTION 4 of this Resolution titled "SUBDIVISION STREET TREES," for planting within the areas as defined therein. In established areas which are predominantly planted in a particular species, owners shall when replacing or planting trees, where trees have been removed, select a tree which has the same characteristics and adult size as the existing Street Trees.

SECTION 3: THEME STREETS. The following named streets, and those streets within the named areas, are hereby designated as Theme Streets. Only the named trees may be planted as street trees, or within center dividers, if any, in the Theme Street areas:

a. GEER ROAD - entire length on both sides:
Botanical Name - Pistacia chinensis
Common Name - Chinese pistache
Spacing - 40 feet on center

b. GEER ROAD - center median: Alternate planting
Botanical Name - Pistache chinensis and Pyrus calleryana
Common Name - Chinese Pistache and Bradford Pear
Spacing - 40 feet on center

c. GOLDEN STATE BOULEVARD - entire length within the city:
Botanical Name - Magnolia grandiflora
Common Name - Southern Magnolia
Spacing - 60 feet on center

d. LANDER AVENUE - entire length within the City, both sides:
Botanical Name - Pyrus calleryana, "capitol"
Common Name - Bradford Pear, "Capitol"
Spacing - 40 feet on center

e. LANDER AVENUE - median Strip: Alternate planting
Botanical Name - Pistache chinensis and Pyrus calleryana
Common Name - Chinese Pistache and Bradford Pear
Spacing - 40 feet on center

f. WEST MAIN STREET - Lander Avenue west, both sides:
Botanical Name - Platanus acerifolia
Common Name - London Plane Tree
Spacing - 60 feet on center, minimum one per lot or parcel

g. WEST MAIN STREET - median Strip: Alternate planting
Botanical Name - Pistache chinensis and Pyrus calleryana
Common Name - Chinese Pistache and Bradford Pear
Spacing - 40 feet on center

h. EAST MAIN STREET - Canal Drive east, both sides:
Botanical Name - Platanus acerifolia
Common Name - London Plane Tree
Spacing - 60 feet on center, minimum one per lot or parcel

i. MAIN STREET - Lander Avenue to Canal Drive:
Botanical Name - Pyrus calleryana, "capitol"
Common Name - Bradford Pear, "Capitol"
Spacing - 50 feet on center, minimum one per lot or parcel

j. HAWKEYE AVENUE - Daubenberger Road to Golden State Boulevard:
Botanical Name - Liriodendron tulipifera
Common Name - Tulip Tree
Spacing - 60 feet on center, minimum one per lot or parcel

k. CANAL DRIVE - median strip:
Botanical Name - Ceratonia siliqua
Common Name - Carob Tree
Spacing - Random

l. CENTRAL BUSINESS DISTRICT - (Off-street parking district):
Botanical Name - Podocarpus gracilior
Common Name - Fern pine
Spacing - Random

m. MONTE VISTA AVENUE - median strip:
Botanical Name - Celtis sinensis
Common Name - Chinese Hackberry
Spacing - Random

n. MONTE VISTA AVENUE - entire length within the city, both sides:
Botanical Name - Celtis sinensis
Common Name - Chinese Hackberry
Spacing - 60 feet on center, minimum one per lot or parcel

SECTION 4: SUBDIVISION STREET TREES: The following named areas and those future and existing streets within the named areas are hereby designated as Subdivision Street Tree areas. Only the following named trees may be planted as street trees.

AREA 1: All of the area bounded on the north by the northern most City Limits; on the east by North Olive Avenue; on the south by Hawkeye Avenue; on the west by Del's Lane .

SUBDIVISION STREET TREE - Celtis sinensis, Chinese Hackberry.

AREA 2: All of the area bounded on the east by Del's Lane and its southerly extension to Golden State Blvd. and Golden State Blvd.; on the south by West Main Street; on the west and north by the city limits.

SUBDIVISION STREET TREE - Pistacia chinensis, Chinese Pistache.

AREA 3: All of that area bounded on the north by West Main Street; on the east by Golden State Blvd; on the south by Glenwood Ave.; on the west by the City limits.

SUBDIVISION STREET TREE - Quercus rubra, Red Oak.

AREA 4: All of the area bounded on the north by Hawkeye Ave.; on the southwest by Golden State Blvd.; on the east by the City Limits.

SUBDIVISION STREET TREE - Platanus acerifolia, London Plane.

AREA 5: All of the area bounded on the north by the city limits; on the west by North Olive Avenue; on the south by Hawkeye Ave.; on the east by the city limits.

SUBDIVISION STREET TREE - Pistacia chinensis, Chinese pistache.

AREA 6: All of the area bounded on the north by Hawkeye Ave.; on the west by Berkeley Ave.; on the east by the City limits; on the south by Linwood Ave.

SUBDIVISION STREET TREE - Fraxinus ornus "Raywood", Raywood Ash.

SUBSTITUTIONS: Upon the filing of an application and issuance of a permit by the Superintendent of Public Works, the property owner, builder, or developer may plant one of the following named trees as a Street Tree in any of the above designated Subdivision Street Tree Areas.

- Celtis sinensis, Chinese Hackberry
- Fraxinus ornus "Raywood", Raywood Ash
- Ginkgo biloba "Fairmount", Maidenhair Tree
- Koelreuteria paniculata, Goldenrain Tree
- Liriodendron tulipifera, Tulip Tree
- Maytenus boaria, Mayten Tree
- Pistacia chinensis, Chinese Pistache
- Platanus acerifolia, London Plane
- Pyrus calleryana "Bradford", Bradford Pear
- Pyrus calleryana "Capitol", Capitol Pear
- Pyrus kawakamii, Evergreen pear
- Quercus rubra, Red Oak
- Zelkova serrata, Sawleaf zelkova

SECTION 5: STANDARD SPECIFICATIONS AND DRAWINGS. The City of Turlock Standard Specifications and Drawings as adopted by the City Council shall apply to the installation of all Street Trees.

SECTION 6: STREET TREE STANDARDS. The following are the minimum standards for street trees acceptable for planting in the rights-of-way or planting easements.

A. SIZE OF MATERIALS.

1. Deciduous trees, bare root trees (for planting from January through March).
   a. Height - 6 feet
      Caliper - 5/8" to 3/4" measured 12" above planting depth.

2. Deciduous trees container grown, and broad leaf evergreen.
   a. Number 7 and Number 15
      Height - 6 feet
      Caliper - 5/8" to 3/4" measured 12" above the potting soil.

B. CONDITION OF MATERIALS.

1. All trees are to be vertically straight, firmly staked and tied with a single central main leader developed to gain an eventual unbranched height of at least five feet.

2. All plants are to be free of insects, noxious weeds, disease and rootbound condition; in a vigorous healthy condition free of breakage and mechanical damage.

C. STAKING AND PROTECTION. Staking of young trees shall be in conformity with the University of California at Davis, Bulletin No. OSA 145, titled "Staking Young Landscape Trees".

D. RESPONSIBILITY. The developer or builder shall at the time of transfer of title, or final inspection when the owner is acting as the builder/contractor, provide on the lot a viable growing Street Tree as required in SECTION 4 and SECTION 5 this of Resolution.

E. CITY ACCEPTANCE. The City will reject any materials not found to meet the above minimum requirements, or otherwise not found to be acceptable.

SECTION 6. RIGHTS.

A. Nothing contained herein will prohibit the city from requiring larger sized materials, or species other than specified by this resolution as a condition of rezoning, conditional use permit, or other action.

B. The City may authorize trees not on the street tree list as part of an approved landscape plan for a specific public or private project.

C. The Superintendent of Public Works may authorize exceptions to the provisions of this Resolution when the subdivision contains lots with frontages of less than fifty (50) feet.

D. This resolution may be changed from time to time as new species of trees are introduced or approved trees are found to be acceptable .

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TURLOCK on this 26th day of July 1988, at a regular meeting by the following vote:

AYES: Councilmembers Day, Palmberg, Hillberg and Mayor Bates

NOES: Councilmember Howard

ABSENT: None

ATTEST:

Linda K. DeLozier

LINDA K. DeLOZIER,
City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 88-130 AND ADOPTING A NEW RESOLUTION REVISING NEIGHBORHOOD STREET TREE THEMES AND OPTIONS	}	**RESOLUTION NO. 2015-**

WHEREAS, the Parks, Recreation and Public Facilities Department is requesting to rescind Resolution No. 88-130 titled Theme Street/Subdivision Street Trees and adopt a new Resolution with recommended updates to the Theme Street/Subdivision Street list; and

WHEREAS, while reviewing the current list of Theme Street/Subdivision Street Trees, staff found that many of the trees on the list were not being used for a variety of reasons including but not limited to high root systems, susceptibility to mistletoe, disease and not being drought tolerant; and

WHEREAS, over the last 3 years, City staff has seen an increase in the number of residents and businesses who are requesting to remove and replace their Theme Street/Subdivision Street Trees due to high root system, mistletoe, disease or because they are causing damage to the sidewalks, curbs, gutters and driveway approaches.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 88-130 and adopt a new Resolution revising Neighborhood Street Tree Themes and Options as follows:

Section 1: Pursuant to the provisions of the Turlock Municipal Code, the following Theme Streets, Subdivision Street Trees and Standards are established.

Section 2: Selection. The property owner, builder or developer shall plant the named tree as designated in Section 3 of this Resolution titled City Street Tree List for planting within the areas as defined therein. In established areas which are predominantly planted in a particular species, owners shall when replacing or planting trees, where trees have been removed, select a tree which has the same characteristics and adult size as the existing street trees.

Section 3: City Street Tree List. The following trees are hereby authorized as City Street Trees for planting in the designated area on the City Street Tree Map (Exhibit A).

Small trees: 20-35ft

1. Paper Maple (Acer Griseum) **New**
2. Frontier Elm (Ulmus Frontier)
3. Trident Maple (Acer Bergrianum)
4. Kinko (Ginko Biloba Autumn Gold)
5. Chinese Pastiche-Keith Davey (Pistacia Chinensis)
6. Mimosa/Silk Tree (Albizia Julibrissin) **New**
7. Eastern Red Bud (Cercis Canadensis) **New**

Medium trees: 30-70ft

1. Red maple October Glory (Acer Rubrum)
2. Big Leaf Maple (Acer macrophyllum) **New**
3. Scarlet Maple (Quercus Coccinea)
4. Red Maple (Acer Rubrum Red Sunset)
5. Northern Red Oak (Quercus Rubra)
6. Linden Littleleaf (Tilia Cordata)
7. Goldenrain (Koelreuteria Paniculata)

Large trees: 40-90ft

1. Tuliptree (Liriodendron Tulipifera)
2. Southern Magnolia (Magnolia Granddiflora)
3. Red Oak (Quercus Shrumardi)
4. Sawleaf Zelkova (Zelkova Serrata)
5. Sycamore (California) Native
6. Sycamore (Blood Good)
7. Live Oak (Quercur Virginiana)

Trees no longer being planted due to issues such as high root systems, susceptibility to mistletoe, disease and not being drought tolerant:

1. Bradford Pear (Pyrus Calleryana)
2. London Plane (Platanus Acerifolia)
3. Carob (Ceratonia Siliqua)
4. Fern Pine (Podocarpus Gracilior)
5. Chinese Hackberry (Celtis Sinensis)
6. Raywood Ash (Fraxinus Ornus)
7. Maidenhair (Maytenus Boaria)
8. Capitol Pear (Pyrus Calleryana)
9. Evergreen Pear (Pyrus Kawakamii)

Section 4: Standard Specification and Drawings. The City of Turlock Standard Specifications and Drawings as adopted by the City Council shall apply to the installation of all street trees.

Section 5: Street Tree Standards. The following are the minimum standards for street trees acceptable for planting in the right-of-way or planting easements.

A. Size of Materials.

1. Deciduous trees, bare root trees (for planting from January through March).
   a. Height – 6 feet
      Caliper – 5/8" to 3/4" measured 12" above planting depth.

2. Deciduous trees, container grown, and broad leaf evergreen.
   a. Number 7 and Number 15
      Height – 6 feet
      Caliper - 5/8" to 3/4" measured 12" above the potting soil.

B. Condition of Materials.

1. All trees are to be vertically straight, firmly staked and tied with a single central main leader developed to gain an eventual unbranched height of at least five feet.

2. All plants are to be free of insects, noxious weeds, disease and rootbound condition; in a vigorous healthy condition free of breakage and mechanical damage.

C. Staking and Protection. Staking of young trees shall be in conformity with the University of California at Davis, Bulletin No. OSA 145, titled "Staking Young Landscape Trees."

D. Responsibility. The developer or builder shall at the time of transfer of title, or final inspection when the owner is acting as the builder/contractor, provide on the lot a viable growing street tree as required in Section 3 of this Resolution.

E. City Acceptance. The City will reject any materials not found to meet the above minimum requirements, or otherwise not found to be acceptable.

Section 6. Rights.

A. Nothing contained herein will prohibit the City from requiring larger sized materials, or species other than specified by this Resolution as a condition of rezoning, conditional use permit, or other action.

B. The City may authorize trees not on the City Street Tree list as part of an approved landscape plan for a specific public or private project.

C. The Parks, Recreation & Public Facilities Director or designee may authorize exceptions to the provisions of this Resolution when the subdivision contains lots with frontages of less than fifty (50) feet.

D. This Resolution may be changed from time to time as new species of trees are introduced or approved trees are found to be acceptable.

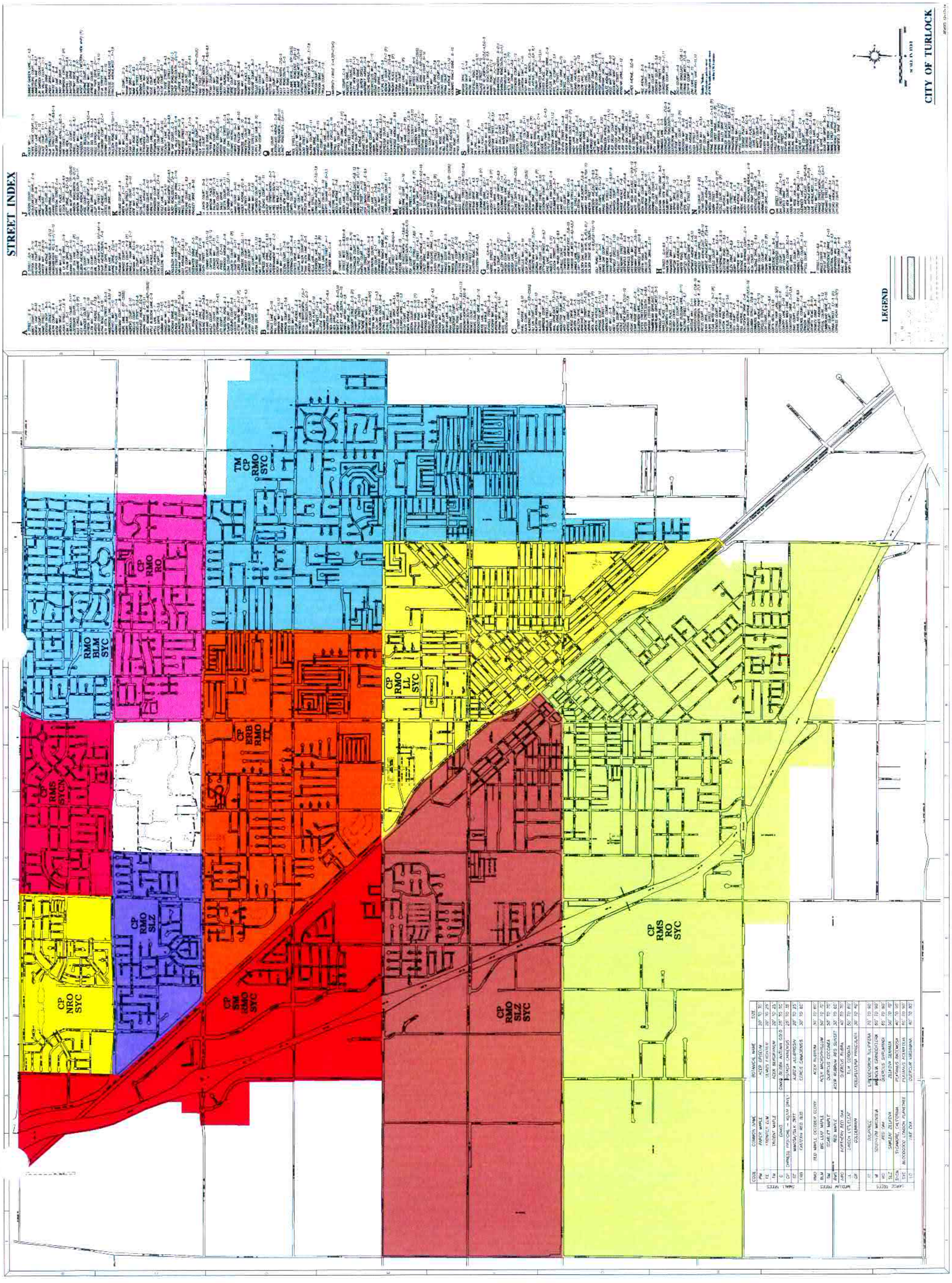
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A



	CODE	COMMON NAME	BOTANICAL NAME	SIZE
SMALL TREES	PM	PAPER MAPLE	ACER GRISEUM	20' TO 30'
	FE	FRONTIER ELM	ULMUS FRONTIER	20' TO 25'
	TM	TRIDENT MAPLE	ACER BUERGERIANUM	30' TO 25'
	G	GINKO	GINKO BILOBA AUTUMN GOLD	25' TO 50'
	CP	CHINESE PISTACHE – KEITH DAVEY	PISTACIA CHINENSIS	25' TO 35'
	ST	MIMOSA/SILK TREE	ALBIZIA JULIBRISSIN	20' TO 25'
	ERB	EASTERN RED BUD	CERCIS CANADENSIS	30' TO 60'
MEDIUM TREES	RMO	RED MAPLE OCTOBER GLORY	ACER RUBRUM	30' TO 60'
	BLM	BIG LEAF MAPLE	ACER MACROPHYLLUM	50' TO 70'
	SM	SCARLET MAPLE	QUERCUS COCCINEA	50' TO 70'
	RMS	RED MAPLE	ACER RUBRUM RED SUNSET	30' TO 60'
	NRO	NORTHERN RED OAK	QUERCUS RUBRA	40' TO 70'
	LL	LINDEN LITTLELEAF	TILIA CORDATA	50' TO 60'
	GR	GOLDENRAIN	KOELREUTERIA PANICULATA	30' TO 40'
LARGE TREES	TT	TULIPTREE	LIRIODENDRON TULIPIFERA	70' TO 90'
	M	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	60' TO 90'
	RO	RED OAK	QUERCUS SHUMARDII	60' TO 80'
	SLZ	SAWLEAF ZELKOVA	ZELKOVA SERRATA	50' TO 70'
	SYCN	SYCAMORE, CALIFORNIA	PLATANUS RACEMOSA	40' TO 90'
	SYC	BLOODGOOD LONDON PLANETREE	PLATANUS ACERIFOLIA	80' TO 90'
	LO	LIVE OAK	QUERCUS VIRGINIANA	40' TO 80'

8C

Council Synopsis

December 8, 2015

From: Phaedra Norton, City Attorney
Maryn Pitt, Assistant to City Manager for Economic Development/Community Housing

Prepared by: Maryn Pitt, Assistant to City Manager for Economic Development/Community Housing

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and Turlock Gospel Mission for a Pilot Supportive Services/Case Management program funded with Community Development Block Grant funds (CDBG) in the amount of $36,000 under the public services program

Resolution: Appropriating $36,000 to account number 255-41-485.47215_014 "Public Services Turlock Gospel Mission" from Fund 255 "CDBG" reserve balance to fund the Pilot Supportive Services/Case Management program with Turlock Gospel Mission

2. DISCUSSION OF ISSUE:

The City is a CDBG Entitlement jurisdiction and each year can award up to 15% of the entitlement funds plus a like amount of program income to public services. For Fiscal Year 2015-2016, HUD has provided an allocation of CDBG funds in the amount of $548,076 to the City of Turlock. The City has also realized additional unanticipated program income of $40,000 which 15% of that amount may also be awarded to public services.

At the May 12, 2015 Council meeting, staff recommended and the City council approved public service funding in the amount of $90,000. Staff is asking for authorization to execute the nine agreements in anticipation of the new fiscal year with each of the recommended public service agencies for the recommended dollar amounts. CDBG funds continue to be critical for communities, such as Turlock that continue to be impacted by budget shortfalls, along with inadequate public services, insufficient economic opportunities, and physically distressed infrastructure. Moreover, lack of safe, affordable housing and a growing population of senior citizens are increasing the housing and service needs among the nation's low and moderate-income population.

CDBG Public Services Grants are targeted for new services, expansion of existing services, implementation of new innovative approaches and serving new clients. These grants address the root causes of poverty and help poor families and individuals regain or retain self-sufficiency.

The City of Turlock is preparing to implement a "Pilot Diversion Program" for the purpose of assisting those individuals that have committed a violation of City or other government ordinances, codes or laws and have a need for guidance and facilitation of available social services necessary to encourage good community participation. Like other successful diversion programs, there is a need for case management as an integral component of the program.

Turlock Gospel Mission (TGM), formally founded in 2007, currently operates a Homeless Assistance Ministry (HAM) Day Center and provides case management to those who seek assistance or who frequent the HAM Center. In the case of the Pilot Diversion Program, TGM will enhance the capacity of its case management program to receive individuals that have either agreed to participate in diversion or have been ordered by the court to participate in diversion.

The Scope of Work for Case Management Services is detailed in Attachment B, but in summary include the following:

Scope of Services to Be Provided

Program Objective:
TGM to provide case management services to individuals who have been referred to TGM by the City or the Court.

Statement of Problem or Need:
In 2014, approximately 1,400 Stanislaus County community members experienced homelessness, and thousands more showed signs of risk for becoming homeless. Although there are over 60 programs and hundreds of concerned citizens who help people access housing, shelter, and other basic life necessities, we know that we can do much more to prevent homelessness from actually occurring.

Eligible Individuals - Individuals that have been referred to TGM by the City of Turlock or the Court.

Proposed Scope of Work -

Administer the Community Service Program - TGM will provide an opportunity for individuals referred to TGM by the City to participate, on voluntary basis, in TGM's Community Service Programs. TGM will provide verification of the individual's completion of Community Service hours to the City of Turlock.

Formal Diversion Services - The Turlock Gospel Mission (TGM) will provide Case Management Services to program individuals referred to it by the City of Turlock or the Court. Case management services will be available seven days a week from 9am-5pm from December 1, 2015 until the end of the pilot program on June 30, 2016.
The goal of the Pilot Diversion program is to engage individuals and connect them to appropriate services.

Case Management Services shall consist of the following:

1. Registration and program progress record keeping
2. Assignment of a Case Manager to assist, prepare an individual assessment plan of services and guide the individual in their process of resolving barriers to becoming employed and housed.
3. Provide an evaluation of the individual's needs for restorative services. As an example the evaluation will identify chronic and short term medical conditions, lice check, severe ailments such as broken bones, dehydration, and PTSD.
4. In conjunction with the individual, develop a daily and extended plan of services including a schedule that will assist them in their restoration.
5. The daily and extended schedule will also include Community Service hours as determined by the City of Turlock or as ordered by the Court. Community Service hours shall be reported to the City upon completion.
6. Provide a recommendation of a Restoration Plan for discussion with assigned City Staff.
7. Provide direct Case Worker assistance with the acquiring needed services consistent with the above Restoration Plan.
8. Assistance and coordination with those services provided by TGM or other agencies and private providers:
    a. Arrangement of specialized rehabilitation services
        i. Drug
        ii. Alcohol
    b. Arrangement of medical services including examinations, medications, eye care, dental care, physical therapy and mental health.
    c. Application support for services Social Security including Supplemental Security Income (SSI), and Benefit Eligibility Screening.
    d. Food sources including local sources and USDA Food Stamps.
    e. Typical Identification papers including DMV, Birth Certificate, and other forms of identification.

f. Assistance with acquisition of housing including emergency, transitional, and permanent housing.

9. Community Service - Provide and schedule opportunities for Community Service consistent with the City's requirements.

10. Individual Accountability - Individual schedules and program participation will be monitored by the Case Worker to insure that the individual is actively participating in the program. The Restoration Plan may include breathalyzer and urine samples.

11. An Emphasis on Sustainability - The Case Worker will focus on a transition from any volunteer role to permanent employment. It will involve career development, appearance, communication and composure, personal banking, entry level job search and continuation of drug and alcohol testing if determined to be required.

Other Program Elements:

1. As provided and required by the CDBG funding source, client files will be established and maintained for each client and will include, where appropriate, both the homeless presumed benefit documentation (or other income documentation) as well as an individual assessment plan.
2. At the City's request, TGM shall engage in outreach efforts for special individuals as determined by the City's Diversion program.
3. Regular monthly meetings shall be established and scheduled to reviews specific issues with clients as well as gauge the effectiveness of the pilot program.

3. BASIS FOR RECOMMENDATION:

HUD has awarded the City of Turlock CDBG funds to carry out eligible activities that benefit low to moderate income persons.

Strategic Plan Policy Goal - #1 Effective Leadership

General Principle - 1. Foster innovation and promote positive change.
4. Proactively respond to emerging issues.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Proposed Fiscal Year 2015-2016 will be funded with CDBG funds. Additional program income has been realized and Second Harvest Food Banks has declined their grant in the amount of $10,000.

Budget amendment is included in this action to appropriate funds in to the Public services Turlock Gospel Mission line item - Fund 255-41-485. This activity will have no impact on the City's general fund budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Categorical Exclusion under NEPA.

7. ALTERNATIVES:

Council may choose not to approve the proposed funding recommendation. However, this option is not recommended as the City Housing program would not meet its HUD programmatic obligations for FY 2015-2016.

AGREEMENT
between
CITY OF TURLOCK
And
TURLOCK GOSPEL MISSION
for
Public Services through the Community Development Block Grant (CDBG) Program
CONTRACT NO. 15-148

THIS AGREEMENT is made this 8th day of December, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, as the implementer of the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, hereinafter referred to as "CITY" and **TURLOCK GOSPEL MISSION** hereinafter referred to as "ORGANIZATION."

W I T N E S S E T H:

WHEREAS, CITY has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and

WHEREAS, the CITY wishes to engage the ORGANIZATION to assist the CITY in utilizing such funds; and

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

1. SCOPE OF SERVICE: The ORGANIZATION will be responsible for administering a CDBG 2015-2016 Case Management Service in support of the Pilot Diversion Public Service Program in a manner satisfactory to the CITY. The Public Service Program shall be provided in accordance with the standards required as a condition of providing these funds and in accordance with Exhibit A attached hereto and incorporated herein by reference.

(a) National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The ORGANIZATION certifies that the activity carried out under this Agreement will meet the National Objective specified in Exhibit A.

(b) Levels of Accomplishment-Goals and Performance Measures: The ORGANIZATION agrees to provide levels of program services specified in Exhibit A.

OK for Agenda

(c) Staffing: The ORGANIZATION agrees to provide levels of staffing for the program as specified in Exhibit A.

(d) Performance Monitoring: The CITY will monitor the performance of the ORGANIZATION against goals and performance standards as state in Exhibit A. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the ORGANIZATION within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

2. COMPENSATION: ORGANIZATION shall be paid a total consideration of up to Thirty-six Thousand and no/100^{ths} Dollars ($36,000), for full performance of the Public Services specified under this Agreement, in conformity with the approved program proposal and budget document which is attached to this Agreement as Exhibit A. The CITY may require a more detailed budget breakdown than the one provided in Exhibit A and the ORGANIZATION shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY. Any amendments to the budget must be approved in writing by both the CITY and the ORGANIZATION. ORGANIZATION agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Payment:

(1) Funds will be dispersed on a draw basis as costs are incurred and can be drawn at 25% or more intervals. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit A and in accordance with performance.

(2) The request for draw will be accompanied by documentation of the costs which would include such information as invoices and time cards. The request will also include data of the persons served through the program including, but not limited to, income, race/ethnicity, and statistics data required by HUD. First Draw can be requested after October 1, 2015. Final draw must be requested before June 30, 2016.

(3) Payments may be contingent upon certification of the ORGANIZATION'S financial management system in accordance with the standards specified in 24 CFR 84.21.

(4) ORGANIZATION shall notify CITY in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

3. TERM OF AGREEMENT. The Services of ORGANIZATION are to commence on December 1, 2015, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. The point of contact for CITY shall be the City of Turlock, Housing Program Services Division, 156 South Broadway, Suite 250, Turlock, California, 95380.

4. GENERAL CONDITIONS. The ORGANIZATION agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the ORGANIZATION does not assume the recipient's

environmental responsibilities described in 24 CFR 570.604 and (2) the ORGANIZATION does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The ORGANIZATION also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided for under this contract. The ORGANIZATION further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(a) ORGANIZATION agrees to submit quarterly program status reports to CITY, and other reports as may be required by CITY.

(b) ORGANIZATION agrees to maintain racial, ethnic, gender, head of household and family size data showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to CITY quarterly.

(c) ORGANIZATION agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited.

(d) ORGANIZATION agrees that CITY or any authorized representative has access to and the right to examine all records, books, papers or documents related to the program/scope of services project.

(e) ORGANIZATION agrees to provide to CITY at ORGANIZATION's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by ORGANIZATION, including the distribution of Community Development Block Grant Funds for fiscal year 2015-2016 to be delivered to CITY by October 1, 2017 or within 30 days of receipt of ORGANIZATION's audited financials.

(f) ORGANIZATION hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of ORGANIZATION who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

(g) The undersigned persons signing as officers on behalf of ORGANIZATION, a party to this Agreement, hereby severally warrants and represents that said persons have authority to enter into this Agreement on behalf of said ORGANIZATION and to bind the same to this Agreement, and, further that said ORGANIZATION has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

(h) CITY shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by ORGANIZATION, its staff or clientele, and ORGANIZATION hereby agrees to defend, hold harmless and indemnify CITY from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release ORGANIZATION from any obligations under this Agreement. Should either party

be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

(i) Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another.

ORGANIZATION is not an employee of CITY and is not entitled to any of the rights, benefits, or privileges of CITY employees, including but not limited to medical, unemployment, or Workers' Compensation insurance.

5. OTHER PROVISIONS.

(a) During the performance of this Agreement, ORGANIZATION agrees as follows:

(1) ORGANIZATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. ORGANIZATION shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, sexual orientation, familial status, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ORGANIZATION agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of ORGANIZATION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(b) EQUAL OPPORTUNITY IN PARTICIPATION. Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with CITY policy and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.602 issued pursuant to this section.

(c) Civil Rights

(1) Compliance. The ORGANIZATION agrees to comply with the civil rights laws of the State of California and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086

(2) Nondiscrimination. The ORGANIZATION agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive

orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

(d) BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOW/MODERATE INCOME RESIDENTS. ORGANIZATION will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

(e) DRUG-FREE WORK PLACE. Organization will maintain a drug free work place and will comply with all applicable Federal, State and local laws pertaining to a drug-free work place.

(f) PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

6. CITY RECOGNITION. The ORGANIZATION shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the ORGANIZATION will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

7. ADMINISTRATIVE REQUIREMENTS.

(a) Financial Management

(1) Accounting Standards. The ORGANIZATION agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilized adequate internal controls, and maintain necessary source documentation for all costs incurred.

(2) Cost Principles. The ORGANIZATION shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organization," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State, Local and Indian Tribal Governments," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(b) Documentation and Record Keeping.

(1) Records to be maintained. The ORGANIZATION shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity component of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(2) Retention. The ORGANIZATION shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY'S annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

(3) Client Data. The ORGANIZATION shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request. The ORGANIZATION understands that client information collected by the ORGANIZATION in performing services under this agreement is private and the use of disclosure of such information, when not directly connected to the administration of the program is prohibited.

(4) Disclosure. The ORGANIZATION understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY'S or ORGANIZATION's responsibilities with respect to services provided under this contract, is prohibited by the State or Federal law unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

(5) Close-outs. The ORGANIZATION's obligation to the CITY shall no end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the ORGANIZATION has control over CDBG funds, including program income.

(6) Audits and Inspections. All ORGANIZATION records with repost to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the ORGANIZATION within 30 days after receipt by the ORGANIZATION. Failure of the

ORGANIZATION to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The ORGANIZATION hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning ORGANIZATIONS audits and OMB circular A-133.

If, as a result of any audit, reveals any improper expenditures by the ORGANIZATION, its officers, agents, servants, employees and /or subcontractors, of the funds granted hereunder, and such questioned costs are disallowed under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost shall constitute liquidated damages for the breach of that portion of the Agreement audited. In case of such disallowed cost, ORGANIZATION agrees to apply the CITY said sum as liquidated damages for the ORGANIZATIONS failure to perform the duties, bear the liabilities and fulfill the obligations imposed upon it by this Agreement.

(c) Reporting and Payment Procedures

(1) Program Income. The ORGANIZATION shall report to the CITY any interest or other income earned as a direct result of the use of the CDBG funds for the program outlined within this Agreement. The ORGANIZATION shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. All program income derived from the project, if any, shall revert to the CITY for use in the Community Development Block Grant program.

(2) Payment Procedures. The CITY will pay to the ORGANIZATION funds available under this Agreement based upon information submitted by the ORGANIZATION and consistent with approved budget in Exhibit A. Payments will be made for eligible expenses actually incurred by the ORGANIZATION on a reimbursement basis. The CITY shall not provide any payments in advance of actual expenditures by the ORGANIZATION. Payments will be adjusted by the CITY in accordance with program income balances available in ORGANIZATION accounts. Payment requests shall include documentation to verify that the expenditure of funds is consistent with the project description as approved. Prior to reimbursing the ORGANIZATION, the CITY will verify the ORGANIZATION has provided the required draw. Funding is contingent upon the CITY receiving Community Development Block Grant funds from HUD.

(3) Progress Reports. The ORGANIZATION shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

(d) Procurement

(1) Compliance. The ORGANIZATION shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.

(2) OMB Standards. Unless specified otherwise within this agreement, the ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

(3) Travel. The ORGANIZATION shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

(e) Use and Reversion of Assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following;

(1) The ORGANIZATION shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(2) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the ORGANIZATION for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensation the CITY [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

8. INSURANCE: CONSULTANT shall not commence work under this Agreement until ORGANIZATION has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall ORGANIZATION allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. ORGANIZATION 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 ORGANIZATION, 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: ORGANIZATION 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) ORGANIZATION 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 ORGANIZATION, 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 ORGANIZATION'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, ORGANIZATION's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of ORGANIZATION'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 ORGANIZATION 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: ORGANIZATION 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 ORGANIZATION'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, ORGANIZATION hereby agrees to waive subrogation which any insurer of ORGANIZATION may acquire from ORGANIZATION 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 ORGANIZATION, its agents, employees, independent contractors and subcontractors. ORGANIZATION agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: ORGANIZATION 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.

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

10. PERSONNEL & PARTICIPANT CONDITIONS

(a) Federal regulations

(1) Section 504. The ORGANIZATION agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federal assisted program. The CITY shall provide the ORGANIZATION with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(b) Affirmative Action

(1) Approved Plan. The ORGANIZATION agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the ORGANIZATION to assist in the formulation of such program. The ORGANIZATION shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

(2) Women- and Minority-Owned Businesses (W/MBE). The ORGANIZATION will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-

heritage Americans, Asian-Americans, and American Indians. The ORGANIZATION may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The ORGANIZATION shall furnish and cause each of its owned ORGANIZATIONS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications. The ORGANIZATION will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the ORGANIZATION's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of the ORGANIZATION, state that it is an Equal Opportunity or Affirmative Action Employer.

(6) Subcontract Provisions. The ORGANIZATION will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own ORGANIZATIONS or subcontractors.

(c) Employment Restrictions

(1) Prohibited Activity. The ORGANIZATION is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities: inherently religious activities; lobbying; political patronage; and nepotism activities.

(2) Labor Standards. The ORGANIZATION agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The ORGANIZATION agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The ORGANIZATION shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The ORGANIZATION agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors unengaged under contracts in excess of $2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the ORGANIZATION of its obligation, if any, to require payment of the higher wage. The

ORGANIZATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(3) "Section 3" Clause.

a. Compliance. Compliance with the provisions of Section 3 of HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the ORGANIZATION and any of the ORGANIZATION's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the ORGANIZATION and any of the ORGANIZATION's sub-recipients and subcontractors, their successors and assigns, to those sanction specified by the Agreement through which Federal assistance is provided. The ORGANIZATION certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The ORGANIZATION further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The ORGANIZATION further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service are of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to residents within the service are or the neighborhood in which the project is located, and to low- and very low-income participant in other HUD programs.

The ORGANIZATION certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification. The ORGANIZATION agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts. The ORGANIZATION will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the grantor agency. The ORGANIZATION will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(d) Conduct

(1) Assignability. The ORGANIZATION shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for many due or to become due to the ORGANIZATION form the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

(2) Subcontracts

a. Approvals. The ORGANIZATION shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring. The ORGANIZATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content. The ORGANIZATION shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

d. Selection Process. The ORGANIZATION shall undertake to insure that all subcontract let tin the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

(3) Hatch Act. The ORGANIZATION agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(4) Conflict of Interest. The ORGANIZATION agrees to abide by the provisions of 245 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The ORGANIZATION shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the ORGANIZATION shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, constant, officer, or elected or appointed official of the CITY, the ORGANIZATION, or any designated public agency.

(5) Lobbying.

The ORGANIZATION herby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(6) Copyright. If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocably license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(7) Religious Activities. The ORGANIZATION agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. ENVIRONMENTAL CONDITIONS

(a) Air and Water. The ORGANIZATION agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

(1) Clean Air act, 42 U.S.C., 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the ORGANIZATION shall assure that for activities located in an area identified by the Federal emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(c) Lead-Based Paint. The ORGANIZATION agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(d) Historic Preservation. The ORGANIZATION agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. SPECIAL TERMS AND CONDITIONS.

(a) It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days' written notice to the other party. However, ORGANIZATION may not terminate An Assignment of Proceeds and Grant of Lien without written consent of CITY. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

(b) Further, CITY reserves the right to terminate this Agreement upon written notification to ORGANIZATION under the following conditions:

(1) Notification by HUD to the CITY that said project is ineligible because of project location, services provided, or any other reason cited by HUD.

(2) Notification by HUD to CITY that said project is deficient and that continued support of the project is not providing an adequate level of services to low/moderate income or minority people.

(3) Written notification from HUD to CITY that the program funds made available to CITY are being curtailed, withdrawn, or otherwise restricted.

(c) CITY also reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions:

(1) Failure of ORGANIZATION to file required reports

(2) Failure of ORGANIZATION to meet project dates

(3) Expenditure of funds under this Agreement for ineligible activities, services or items

(4) Failure to comply with written notice from CITY of substandard performance in scope of services under the terms of this Agreement.

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

15. 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.

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

17. 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 ORGANIZATION:
Turlock Gospel Mission
PO BOX 1231
Turlock, California 95381
PHONE: 209-656-1033
FAX: 209-656-1403

for CITY:
CITY OF TURLOCK
ATTN: MANAGER
HOUSING PROGRAM SERVICES DIVISION
MAILING: 156 SOUTH BROADWAY, SUITE 250
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5610
FAX: (209) 665-5120

18. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

19. WAIVER

The CITY's failure to act with respect to a breach by the ORGANIZATION does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

20. ENTIRE AGREEMENT

The agreement constitutes the entire agreement between the CITY and the ORGANIZATION for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the ORGANIZATION with respect to this Agreement.

[NOTE: For the above sections, if the ORGANIZATION is a government or quasi-government agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by and through their respective officer's thereunto duly authorized by a motion approved by the Turlock City Council on December 8, 2015.

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor or City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

By: _____
Kellie Weaver, City Clerk

«Organization»

By: _____

Title: _____

Print Name: _____

Date: _____

Turlock Gospel Mission
PO BOX 1231
Turlock, California 95381
PHONE: 209-656-1033
FAX: 209-656-1403

Attachment B

Turlock Gospel Mission

Scope of Work for Case Management Services

In Support of the City of Turlock's Pilot Diversion Program

TURLOCK GOSPEL MISSION

Chris Kiriakou, Board Chair
10/20/2015

What is Diversion?

Diversion is "an attempt to divert, or channel out, offenders from the justice system". The concept of diversion is based on the theory that processing certain individuals through the justice system may do more harm than good. The basis of the diversion argument is that courts may inadvertently stigmatize some individuals for having committed relatively petty acts that might best be handled outside the formal system. In part, diversion programs are also designed to ameliorate the problem of overburdened courts and overcrowded corrections institutions (including detention facilities), so that courts and institutions can focus on more serious offenders.

From case studies throughout the country, it is clear that the most successful diversion programs have been those that provide more intensive and comprehensive services. The use of experienced caseworkers to provide case management is especially important to a program's success.

Pretrial diversion/intervention is a voluntary option which provides alternative criminal case processing for a defendant charged with a crime that ideally, upon successful completion of an individualized program plan, results in a dismissal of the charge(s).

These alternative programs use established criteria to determine which defendants are eligible to participate in the program. Diversion programs also are characterized by standardized supervision (e.g., drug testing) and service delivery, including counseling and drug treatment. The third shared characteristic of pretrial diversion programs is that completion of the program results in the dismissal of criminal charges.

The goal of these programs is to reduce crime by discovering the underlying factors that lead to an individual's criminal behavior. Because these types of programs typically target nonviolent offenders, they aim to eliminate underlying factors such as mental illness or substance abuse that may drive an individual's criminal behavior. Thus, many of these programs target offenders who are better served through community restitution programs rather than criminal sanctions. By targeting the underlying root causes of criminal activity, pretrial diversion programs ultimately aim to reduce offenders' recidivism.

The City of Turlock is preparing to implement a "Pilot Diversion Program" for the purpose of assisting those individuals that have committed a violation of City or other government ordinances, codes or laws and have a need for guidance and facilitation of available social services necessary to encourage good community participation. Like other successful diversion programs, there is a need for case management as an integral component of the program.

Turlock Gospel Mission (TGM), formally founded in 2007, currently operates a Homeless Assistance Ministry (HAM) Day Center and provides case management to those who seek assistance or who frequent the HAM Center. In the case of the Pilot Diversion Program, TGM will enhance the capacity of

its case management program to receive individuals that have either agreed to participate in diversion or have been ordered by the court to participate in diversion.

Scope of Services to Be Provided

Program Objective:
TGM to provide case management services to individuals who have been referred to TGM by the City or the Court.

Statement of Problem or Need:
In 2014, approximately 1,400 Stanislaus County community members experienced homelessness, and thousands more showed signs of risk for becoming homeless. Although there are over 60 programs and hundreds of concerned citizens who help people access housing, shelter, and other basic life necessities, we know that we can do much more to prevent homelessness from actually occurring.

Eligible Individuals - Individuals that have been referred to TGM by the City of Turlock or the Court.

Proposed Scope of Work -

Administer the Community Service Program - TGM will provide an opportunity for individuals referred to TGM by the City to participate, on voluntary basis, in TGM's Community Service Programs. TGM will provide verification of the individual's completion of Community Service hours to the City of Turlock.

Formal Diversion Services - The Turlock Gospel Mission (TGM) will provide Case Management Services to program individuals referred to it by the City of Turlock or the Court. Case management services will be available seven days a week from 9am-5pm from December 1, 2015 until the end of the pilot program on June 30, 2016.

The goal of the Pilot Diversion program is to engage individuals and connect them to appropriate services.

Case Management Services shall consist of the following:

1. Registration and program progress record keeping
2. Assignment of a Case Manager to assist, prepare an individual assessment plan of services and guide the individual in their process of resolving barriers to becoming employed and housed.
3. Provide an evaluation of the individual's needs for restorative services. As an example the evaluation will identify chronic and short term medical conditions, lice check, severe ailments such as broken bones, dehydration, and PTSD.

4. In conjunction with the individual, develop a daily and extended plan of services including a schedule that will assist them in their restoration.
5. The daily and extended schedule will also include Community Service hours as determined by the City of Turlock or as ordered by the Court. Community Service hours shall be reported to the City upon completion.
6. Provide a recommendation of a Restoration Plan for discussion with assigned City Staff.
7. Provide direct Case Worker assistance with the acquiring needed services consistent with the above Restoration Plan.
8. Assistance and coordination with those services provided by TGM or other agencies and private providers:
    a. Arrangement of specialized rehabilitation services
        i. Drug
        ii. Alcohol
    b. Arrangement of medical services including examinations, medications, eye care, dental care, physical therapy and mental health.
    c. Application support for services Social Security including Supplemental Security Income (SSI), and Benefit Eligibility Screening.
    d. Food sources including local sources and USDA Food Stamps.
    e. Typical Identification papers including DMV, Birth Certificate, and other forms of identification.
    f. Assistance with acquisition of housing including emergency, transitional, and permanent housing.
9. Community Service - Provide and schedule opportunities for Community Service consistent with the City's requirements.
10. Individual Accountability - Individual schedules and program participation will be monitored by the Case Worker to insure that the individual is actively participating in the program. The Restoration Plan may include breathalyzer and urine samples.
11. An Emphasis on Sustainability - The Case Worker will focus on a transition from any volunteer role to permanent employment. It will involve career development, appearance, communication and composure, personal banking, entry level job search and continuation of drug and alcohol testing if determined to be required.

Other Program Elements:

1. As provided and required by the CDBG funding source, client files will be established and maintained for each client and will include, where appropriate, both the homeless presumed benefit documentation (or other income documentation) as well as an individual assessment plan.

2. At the City's request, TGM shall engage in outreach efforts for special individuals as determined by the City's Diversion program.
3. Regular monthly meetings shall be established and scheduled to reviews specific issues with clients as well as gauge the effectiveness of the pilot program.

Project Accomplishments:

Looking ahead, it is clear that the notion of diversion, and how it is practiced at the local and state level, will continue to evolve as new information, expertise, and collaborations emerge. The results of this survey highlight several broad themes and ideas that may serve as a framework for the future of diversion:

1. *Substance use and mental health care involvement.* The most effective response to individuals with substance use and mental health issues is often an appropriate balance of supervision, accountability, and community treatment and support. What is deemed appropriate should be driven by the ever expanding base of research and data regarding which intervention model best serves a given population at a given point of justice involvement. It is envisioned that this TGM/ City of Turlock effort would develop some best practices in regard to assesses both the risk of recidivism as well as needs related to substance use, mental health, and other social and environmental conditions, and determines the appropriate type and dose of treatments and other services necessary to maximize justice and health outcomes.

2. *Data-driven adjustments to the program. With the input into HMIS, it is intended that data be entered and followed in order to assess* health, and community resources and whether those are currently should be allocated in the same manner that have the greatest impact and benefit. These determinations will be most successful if programs take formal steps to develop standardized outcome measures (cost-, public safety-, and public health-based), and measure, analyze, monitor, and share results.

3. *Connecting individuals who are homeless or at risk of becoming homeless who have a need to various types of social services to service providers.* It is hoped that the numbers will speak for themselves. The Turlock Gospel Mission in collaboration with the City of Turlock is prepared to collected data to be shared with other communities with regard to both the successes and failures. Ultimately it is the number of individuals and families that become connected to services and housed that is the measure of the program's success.

Compensation:

Costs for the Pilot Diversion Case Management Services are detail on the following budget pages.

City of Turlock
Community Development Block Grant (CDBG)

Public Service Grant Application

For Fiscal Year **2015-2016**

Submittal Reminder
(1) Original and
(10) Copies
See Application Guidelines for submittal information.

Please fully review the Public Service Grant Application Guidelines prior to starting the application process.

A. Project Summary Page

A-1 Project Title: **Pilot Diversion Program**
Amount Requested $ **36,000.** (One application per project)
Total Project Cost $ 69,000 (Should match **Exhibit B**-Budget)

A-2 Agency requesting funding: **Turlock Gospel Mission**

Agency address: P.O. Box 1231, Turlock, CA 95381

Phone: (209)656-1033 Fax: (209) 656-1403 Tax ID number:

Incorporated year: 2007 501(c)(__XX_): or ☐ No DUNS number:
Business License Number: (Required If the business is within Turlock city limits)

A-3 Agency Type (check all that apply):
☒ Non-Profit ☐ For-Profit ☐ Government ☒ Faith-Based ☐ Institution of Higher Education

A-4 Project Contact Name: Tim Guerino Title: Executive Director

Address (if different than above):
E-mail address: timg@turlockgospelmission.org
Phone: Fax:

A-5 Number of unduplicated clients you anticipate serving for this project: 50 (list a specific anticipated number, not a range). Projects must serve a minimum of 51% low- and moderate-income persons (persons at or below 80% of the area median income defined by HUD). An "unduplicated" count means that each client is counted only once during the fiscal year, regardless of the number of times the client is served.

A-6 Summarized Project Description: In the box below, provide a brief description of the proposed project and what it plans to accomplish if funded (Do not increase box size):

See attached

A-7 Additional Project Information: Expand on or provided additional information about the project not mentioned in A-6:

See attached

B. Agency Information

B-1 Certifications: Is your agency required to have local, State, or Federal certificates, licenses, or conditional use permits?

☒ Yes ☐ No

If Yes, please indicate what type of certificate/license is required, the entity that certifies your agency, and the dates of your most recent certification. Licensed childcare center applicants and Charter Schools must also attach a copy of Certificate of Occupancy. All CDBG funded staff working with children must be fingerprinted. Please list the staff positions that require fingerprinting. Please attach all of the indicated information labeled as **Exhibit L** (Certifications).

B-2 Business License: Please attach a copy of the current Business License labeled **Exhibit J**. A Business License is required for businesses located within the city limits of Turlock.

☒ City of Turlock Business License number:_____.
☐ N/A as the business outside of city Limits

B-3 Mission Statement: List the agency's Mission Statement or if none explain why the agency exists and list its goals:

Hope Lives Here. Helping Men Women and Children with Food Shelter and Love in the Name of Jesus Christ.

B-4 Experience: Briefly explain the organization's previous experience in carrying out this or similar projects. Discuss staffing responsibilities and their qualifications for administering the project.

See attached

C. Project Information

C-1 Project: Is the proposed project new or an expansion of a currently offered project? (check one)

☒ New ☐ Expanded

C-2 Target Demographic: Project serves the following Target Demographic (check only one):

☐ Children (infant-12) ☐ Youth (13-17) ☐ Adult (18-61) ☐ Elderly Persons (62+)
☒ Homeless/Low Income ☐ Non-Homeless Special Needs

C-3 Primary Service: Project provides the following Primary Service (check only one):

☐ Shelter	☐ Food	☐ Education	☐ Foster Care
☐ Welfare	☐ Health	☐ Recreation	☐ Crime Prevention
☐ Employment	☐ Fair Housing	☒ Other _Case Management_____	

C-4 Secondary Services: This project also provides the following services (check all that apply):

☒ Shelter	☐ Food	☐ Education	☐ Foster Care
☐ Welfare	☐ Health	☐ Recreation	☐ Crime Prevention
☐ Employment	☐ Fair Housing	☐ Other _____	

C-5 Target Income Levels: The project target client income level (check all that apply). Income table in Guidelines.

☒ Very Low (not greater than 30%) ☐ Low (not greater than 50%) ☐ Low/Moderate (Not greater than 80%)

C-6 Client Income Verification:

To be eligible for CDBG assistance, a public service project **must serve a minimum of 51% low- and moderate-income persons**. Low- and moderate-income are defined as those at or below 80% of the area median income. Documentation of the benefit to low- and moderate-income level persons is required of every project funded (CDBG National Objective 24 CFR 570.208). The income verification needed is determined by the project and the clients served. If your activity serves clients city-wide, then under Limited Clientele select Client Based or Presumed Benefit. If you are serving clients only in a specific geographic area or census tract only then select the Area Benefit option. Client Based and Presumed Benefit options cannot be combined.

(For more information refer to page 3 of the Application Guidelines under Project Requirements)

1. ☐ **Limited Clientele- Client Based** – Project provides services to clients **city-wide**. (Requires copies of income verification documentation in individual client files)

2. ☒ **Limited Clientele- Presumed Benefit** – Project provides services **only** to these HUD Presumed Benefit categories. Since these groups are presumed to be low and moderate income, individual income verification is not required although other client statistics will be required. Select the presumed benefit options below you will be serving. If you are serving any clients that do not fit into these categories you would want to select Client Based.

☐ Elderly Persons (62 years and older)	☐ Battered Spouses
☒ Homeless Persons	☐ Abused Children
☐ Migrant Farm Workers	☐ Severely Disabled Adults
☐ Illiterate Persons (includes non-English speakers)	

3. ☐ **Area-Benefit** - The project must be offered to **all residents of a defined geographic area** containing a minimum of 51% of the residents who are low to moderate income as proven by 2000 census data. This is not an option for projects open to clients city-wide. You would want to get prior city approval before selecting this option to insure your project is eligible under Area-Benefit. If Area-Benefit has been selected, attach a map defining the area and label it **Exhibit O**. Prior city staff approval is required for this option.

C-7 Statement of Problem or Need: Briefly describe the problem/need that the proposed project is intended to address. Qualify the need based on studies, surveys, or other to show what your conclusions are based on.

See attached

C-8 Consolidated Plan Goals: Select which of the following Consolidated Plan Goals this project will accomplish. (check all that apply)

Community Development Goals (Reference: 2010-2014 Consolidated Plan)

☒ CD-1 Continue to provide assistance to social service organizations that facilitate homeless services and transitional housing.

☐ CD-2 Encourage the provision of services to assist target income individuals and families, including those with special needs.

☐ CD-3 Support services for the elderly, including the frail elderly, in the City of Turlock.

☐ CD-4 Promote facilities and services that directly benefit residents of target-income neighborhoods.

Homeless Assistance Goals (Reference: 2010-2014 Consolidated Plan)

☒ HA-1 Bolster the comprehensive network of support services that must accompany permanent housing for people who are chronically homeless.

Consolidated Plan Needs summary:

☒ Homeless services areas of need include: Food, emergency shelter, housing counseling, homeless support services, domestic violence prevention and intervention, individual, family, group counseling, crisis intervention, and drug, alcohol abuse services.

☐ Public Services areas of need include: Employment training, job skills, mentoring, and computer technology.

☐ Senior, Youth, and Handicapped Services need include: food, physical fitness/wellness, auto repair, activities/alternatives to serve at risk youth including after school programs and training/job skills services, mentoring programs, parenting programs, safety services, family and senior support services, handicapped assistive equipment technology, health services, crime awareness, protective services, transportation services, and child care services.

C-9 Consolidated Plan Goals Met: Indicate how the project will meet the goals/needs outlined in the Consolidated Plan?

See attached

C-10 Project Accomplishments: What specific accomplishments does your agency expect to achieve with this project? What measures are in place to confirm and track these results?

See attached

C-11 Client Screening: Describe how clients are prioritized and or screened for services. Are clients chosen for services at random, first come first serve, or a waiting list? What resources are used before services can be provided? If employees are eligible for program services what policies are in place to ensure there is no conflict of interest?

This is a Pilot Diversion Program in which a violation of the TMC is the mechanism by which clients are offered the program. The violations are for antisocial behavior, illegal camping, possession of stolen property, etc. the focus of the program is to offer Diversion from the court system and provide case management services to get clients into support services and ultimately some form of housing.
See attached flow chart for more details.

C-12 Counting Clients Served: Describe the procedures/methods used to count and monitor the unduplicated clients you anticipate serving. An "unduplicated" count means that each client is counted only once during the fiscal year, regardless of the number of times the client is served.

All client data will be entered and tracked in HMIS. Reports will be provided to the City during the monthly meetings.

C-13 Income and Residency Determination: Describe how you will determine the income level and residency of persons served? How will you document family size as defined by HUD? What staff member(s) will be responsible for documenting and calculating the income?

Case Managers will document income as part of the homeless services.

C-14 Location(s) where services will be provided: Please list all locations (with address) where this project will be held, unless the location is a safe haven situation (i.e. Domestic abuse shelter).

The HAM Center in Turlock will serve as the check in location for the Diversion Program.

C-15 Site Control: If the project will be offered at location(s) owned or managed by another agency describe and verify that the site(s) is/are firmly committed for this project. Attach evidence of the site control to the application and label **Exhibit N** (Site Control). (Example: copy of lease, deed, agreement).

C-16 Collaboration: If the project is a collaborative effort with other agencies or contracted out, describe the partnership. Name the agencies involved and explain their role. Services contracted out to other entities are required to have agreements allowing City and HUD access to project related documents and client files and must follow the same project regulations. The agency must have something in place to ensure that project regulations and requirements are met.

C-17 Public Awareness: How are clients made aware of the agency, the project and services? How does the project receive most of its referrals?

Outreach, the courts, pamphlets that are handed out by law enforcement.

C-18 Outreach: What will the agency do in order to promote and provide services to the community's diverse ethnic population?

C-19 a.) Personnel Costs: Complete the Personnel Costs form **Exhibit C** provided. List the positions for all of the individuals that will be involved with the implementation of the project, funded or not with Turlock CDBG funds. This would include but is not limited to program staff, volunteers, and contracted employees. The expenses should correspond with the Budget (Exhibit B).

b.) Job Descriptions: Attach copies of all the job descriptions for the positions listed in Exhibit C (referenced above). Label these as **Exhibit C-1**.

C-20 Eligibility: What are the client eligibility requirements to participate in the project/program? Make sure your requirements correspond to the grant guidelines. If using another agency to provide services or collaboration clarify how program eligibility requirements will be met.

D. Financial & Budget Information

D-1 Previous Turlock CDBG Funding: Has this project previously been funded with CDBG funds from the City of Turlock? ☐ Yes ☒ No

If Yes, please indicate the year(s), allocations, expended, number served, and project name/description in the following table:

Fiscal Years	Allocated	Expended	Number Served	Project Name/Description
2011/2012	$	$		
2012/2013	$	$		
2013/2014	$	$		
2014/2015	$	(Program In Progress)		

Please explain any discrepancy between allocated and expended funds. Explain if funds were reimbursed to the city and why:

N/A

D-2 Fee Schedule: Are there any fees, charges, and or membership requirements to receive services for the project? If "Yes" is selected please provide the appropriate fee schedule labeled **Exhibit M**.

☐ Yes ☒ No

If Yes, please fully describe the fees, charges, and or memberships required:

D-3 Funding Level:

If the agency is not awarded all of the funding requested; can the agency still provide the project?

☐ Yes ☒ No

If No, what is the minimum amount of funding that would be needed to provide the project?

$ 36,000

D-4 Other Funding Sources: Describe other sources of funding for this project by completing the "Other Funding Sources" form provided labeled **Exhibit A.** Only list funding for this project.

D-5 Budget: Complete the Budget form provided labeled **Exhibit B**. The budget should identify, in detail, how CDBG funds are to be utilized. This exhibit should balance with the figures provided in Exhibit A (Other Funding Sources) and Exhibit C (Personnel Information). All budget information must be provided using the supplied form. If the supplied form is not utilized the application may be deemed incomplete and not considered for funding. Items listed under Project Costs must be specific. Generic references such as "Program Expenses" are not allowable. Grant draw requests will be required to follow each line item amount and detail.

D-6 Staff Authorized to request payments: List all staff authorized to request grant payments.

Name:_____ Signature:_____

Title:_____

Name:_____ Signature:_____

Title:_____

Name:_____ Signature:_____
Title:_____

Name:_____ Signature:_____
Title:_____

E. Conflict of Interest

E-1 Conflicts of Interest: Conflicts of interest would include Turlock staff members or council members participating as an employee, board member or large contributor for your organization. Please review question E-3 below for possible staff conflicts. A conflict of interest requires a written waiver from the City Attorney before an agreement is signed.

Are there any conflicts or possible conflicts of interest to report? ☐ Yes ☒ No
If Yes, please explain all conflicts or possible conflicts.

E-2 a.) Board of Directors: Please provide a list of names and positions of the Board of Directors and Officers for the Agency and label as **Exhibit K.**

b.) Board of Directors Minutes: Provide a copy of the minutes from the board of directors or equivalent approving the application submittal has been approved and label as **Exhibit D**. If your board does not require authorization to submit an application, provide a letter signed by an approved representative authorizing the request for funds or provide a waiver of board action to apply for funding and label as **Exhibit D**.

E-3. Agency Staff with City Connection: Please list any employees or board members of the agency who are elected officials, appointed members of a City of Turlock Commission/Committee, or a City of Turlock employee (if applicable). Make sure to clearly identify the group with which they are affiliated. Current listings of City of Turlock advisory groups can be found on the City of Turlock website at http://www.cityofturlock.org including the City Council and the Art and Planning Commissions.

F. Certifications

If this application is approved for funding, the agency agrees to fully comply with all required federal regulations including section 504, state, and local laws and regulations. The agency confirms that it is fully capable of fulfilling the obligations as cited in this proposal, and has attached the required documents referred to in this application. The agency confirms that the board of directors or equivalent has reviewed and approved submittal of this grant application, and the minutes of said meeting are attached marked **Exhibit D**.

The applicant understands that any approval of the grant proposal is conditional upon the final acceptance of the fiscal year 2014-2015 Community Development Block Grant application funding from HUD and execution of an agreement with the City of Turlock on implementing the grant and monitoring requirements. Applicant acknowledges that only an executed agreement with the City authorizes the initiation of project services or activates incurring expenditures for the project period.

Applicant acknowledges that CDBG funds are provided on a reimbursement basis and supporting documentation must be approved by City staff prior to payment. Applicant has sufficient funds available or will be available to complete the project as described. Applicant does not have any unresolved audit findings for prior CDBG or other federal-funded project.

Applicant understands that program documentation must be adequate to verify grant eligibility, comply with CDBG and City requirements and must be retained pursuant to program guidelines. If the City and or HUD are not able to verify that program requirements were met through this documentation, the applicant will be required to return all grant funding to the City of Turlock.

I hereby certify as an authorized signer on behalf of the agency, I submit this application to the City of Turlock and verify that the information included herein is true, accurate, and complete. **Furthermore, I understand that late or incomplete proposals will not be considered for funding**.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT:
U.S. Code Title 18, Section 1001, provides that a fine up to $10,000 or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for willful misrepresentation and the making of false, fictitious, or fraudulent statements, knowing the same to be false.

Date:_____

Name of Agency:_____

Signature of Authorized Official:_____

Print Name:_____

Title:_____

Phone:_____

Fax:_____

E-mail Address:_____

Mailing Address:_____

_____

EQUAL HOUSING OPPORTUNITY

City of Turlock
Housing Program Services Division
156 S. Broadway, Suite 250, Turlock, CA 95380
(209) 668-5610, TDD 1(800)735-2929
www.cityofturlock.ca.us

REQUIRED DOCUMENTATION (EXHIBITS) CHECKLIST

All of the following exhibits must be included and clearly labeled (exhibit letter in top right corner of page) or the application will be disqualified and returned to the applicant. If an attachment does not apply to your agency please place a sheet labeled with the appropriate exhibit designation and the words "Not Applicable" clearly printed on the page, followed by a brief explanation of why this exhibit does not apply. All other attached narratives not specifically asked for in the exhibits page will be considered extraneous data and discarded.

Note: Exhibits A-D must be included with the application for funding; a "Not applicable" designation sheet will not be accepted for any of these exhibits. Exhibits **A- C** need to be included in the 10 additional copies of your application submitted in addition to your original application.

Place an **X** on each of the following Exhibits that are included with this application. Place an **N/A** on each item that is Not Applicable to your organization.

Exhibit A	_____	**Other Funding Sources: Identify all sources of funding for this project (see supplied Exhibit A Form). (Requested under section D-5). City supplied form must be used.**
Exhibit B	_____	**Budget: Proposed Detailed Budget as requested under section D-6 of the application. Budget expenses should correspond with Exhibit A and Exhibit C. City supplied form must be used.**
Exhibit C	_____	**Personnel Information List the positions for all program staff, volunteers, and contracted employees related to the project, funded or not with Turlock CDBG funds (as requested under section C-19). City supplied form must be used.**
Exhibit C-1	_____	**Job Descriptions:** Copies of job descriptions of the individuals involved with the implementation of the project as listed in Exhibit C (as requested under section C-19).
Exhibit D	_____	**Authorization to submit application:** Board of Directors minutes authorizing the action to submit an application for funds, for the City of Turlock CDBG Public Service Grant Project. (Requested under section E-2)
Exhibit E	_____	**Articles of Incorporation** as a nonprofit corporation from the California Secretary of State.
Exhibit F	_____	**By-laws** as registered with the California Secretary of State.
Exhibit G	_____	**Letter from the California Franchise Tax Board** determining tax-exempt status under Section 23701d, Revenue and Taxation Code.
Exhibit H	_____	**Internal Revenue Service** letter determining the agency's tax-exempt status under Section 501(c) (3) of the Internal Revenue Code.
Exhibit I	_____	**Certified Audit** and/or financial statement (most recent).
Exhibit J	_____	**City of Turlock Business License** (as requested under section B-2 of the application).
Exhibit K	_____	**Board of Directors**: Copy of names, addresses, phone numbers and title of current members of the Board of Directors and Officers of the agency or trustees (as requested under section E-2 of the application).
Exhibit L	_____	**Certifications**: Please provide copies of current applicable licenses, evidence that fingerprinting requirements of staff have been met, and certifications that pertain to the project or project component that will utilize CDBG funds (as requested under section B-1 of the application).
Exhibit M	_____	**Fee Schedule**: Reasonable fees may be charged for project services. If fees are charged provide a copy or schedule. Failure to submit the fee schedule for a fee-based project will render your application as disqualified. (Requested under section D-2).
Exhibit N	_____	**Site Control:** Please attach documentation regarding the status of or evidence of site control. (If applicable under section C-15 of the application).
Exhibit O	_____	**Map:** Please attach a map showing the area to be served that includes census tracts. (Only applicable if Area-Based is selected under section C-6).

Name of Organization: **Turlock Gospel Mission**

Project Name: **Diversion Program**

Exhibit B

Budget

Please fill out the form below noting the total amount of funding requested for each line item. The amounts indicated should equal the funding requested. The total amount in the "Other Funding" column should equal the total funding required to carry out the program as listed under "Other Funding Sources" Exhibit A. Specific details of Project Costs are required. You will be required to follow each line item amount detailed in this budget in your draw requests.

Do not add or change any line items listed

Check one: ___ Year round program or ____ Seasonal program

Line Item	Turlock CDBG	Other Funding	Program Total
1. Personnel Costs:			
a. Salaries/Benefits/taxes (fringe) -List Positions below:	$25,000	10,000.00	35,000.00
Case Manager for Diversion Program			-
b. Benefits and taxes (Fringe)	6,556.00	2,000.00	8,556.00
Subtotal	**31,556.00**	**12,000.00**	**43,556.00**
2. Non-Personnel Costs:			
a. Rent/Lease of Space (for program only):	-	6,000.00	6,000.00
b. Janitorial: (Cleaning supplies, toilet paper, ...)		800.00	800.00
c. Utilities: (gas, electric, water)	654.00	1,800.00	2,454.00
d. Telephone/Internet Services:	380.00		380.00
e. Insurance-Specify types:		3,500.00	3,500.00
f. Supplies (office only):	500.00	400.00	900.00
g. Postage/Shipping:	500.00		500.00
h. Rental/Maintenance Equipment:	-		-
i. Audit:		2,000.00	2,000.00
j. Automobile/Transportation/Mileage:	900.00		900.00
k. Staff Training/Conferences:	250.00		250.00
l. Subcontracts (be specific):_____	-		-
m. Professional Fees: _____	-		-
n. Other (be specific):charges for identification cards, birthcer	200.00		200.00
o. Other (be specific):_____			-
Subtotal	**3,384.00**	**14,500.00**	**17,884.00**
3. Project costs (not already listed above):			
a. Project costs description: **Food**	610.00	3,500.00	4,110.00
b. Project costs description: **Supplies (non-office)**: Example: Paper plates/cups, paper napkins, plastic utensils, plastic servig gloves, ...	450.00	3,000.00	3,450.00
c. Project costs description (be specific):			-
Subtotal	**1,060.00**	**6,500.00**	**7,560.00**
Totals	**36,000.00**	**33,000.00**	**69,000.00**

Name of Organization: Turlock Gospel Mission

Project Name: Diversion Program

Exhibit A

Other Funding Sources

Identify all sources of funding by organization or donor and amount of funds that are anticipated to be utilized for this program. These funding sources should correspond with your proposed budget (Exhibit B). Leveraging and matching funds are not required but are highly encouraged as CDBG funds are not intended to provide ongoing support.

Source of Funds (organization/agency name)	**Type of Funds:** (i.e., CDBG, HOME, ESG, HOPWA, Other Federal Funds, State/Local, Private, fees, contributions, special events, volunteers, Other...)	**Amount of Funds** (list amount received or anticipated or value of in-kind commodaties or services)	**Funding Status** (i.e., cash on hand, grant awarded, etc.) Committed, Pending, and Not yet requested
City of Turlock Public Service Grant funds	Federal CDBG funds	$36,000	Pending
Donations	private	$ 33,000.00	On hand
Total funding sources for this project should match detailed budget (Exhibit B)		$ 69,000.00	This total should equal your program budget total.

Name of Organization: **Turlock Gospel Mission**

Project Name: **Diversion Program**

Exhibit B

Budget

Please fill out the form below noting the total amount of funding requested for each line item. The amounts indicated should equal the funding requested. The total amount in the "Other Funding" column should equal the total funding required to carry out the program as listed under "Other Funding Sources" Exhibit A. Specific details of Project Costs are required. You will be required to follow each line item amount detailed in this budget in your draw requests.

Do not add or change any line items listed

Check one: ___ Year round program or ____ Seasonal program

Line Item	Turlock CDBG	Other Funding	Program Total
1. Personnel Costs:			
a. Salaries/Benefits/taxes (fringe) -List Positions below:	$25,000	10,000.00	35,000.00
Case Manager for Diversion Program			-
b. Benefits and taxes (Fringe)	6,556.00	2,000.00	8,556.00
Subtotal	**31,556.00**	**12,000.00**	**43,556.00**
2. Non-Personnel Costs:			
a. Rent/Lease of Space (for program only):	-	6,000.00	6,000.00
b. Janitorial: (Cleaning supplies, toilet paper, ...)		800.00	800.00
c. Utilities: (gas, electric, water)	654.00	1,800.00	2,454.00
d. Telephone/Internet Services:	380.00		380.00
e. Insurance-Specify types:		3,500.00	3,500.00
f. Supplies (office only):	500.00	400.00	900.00
g. Postage/Shipping:	500.00		500.00
h. Rental/Maintenance Equipment:	-		-
i. Audit:		2,000.00	2,000.00
j. Automobile/Transportation/Mileage:	900.00		900.00
k. Staff Training/Conferences:	250.00		250.00
l. Subcontracts (be specific):_____	-		-
m. Professional Fees: _____	-		-
n. Other (be specific):charges for identification cards, birthcer	200.00		200.00
o. Other (be specific):_____			-
Subtotal	**3,384.00**	**14,500.00**	**17,884.00**
3. Project costs (not already listed above):			
a. Project costs description: **Food**	610.00	3,500.00	4,110.00
b. Project costs description: **Supplies (non-office)**: Example: Paper plates/cups, paper napkins, plastic utensils, plastic servig gloves, ...	450.00	3,000.00	3,450.00
c. Project costs description (be specific):			-
Subtotal	**1,060.00**	**6,500.00**	**7,560.00**
Totals	**36,000.00**	**33,000.00**	**69,000.00**

Name of Organization: **Turlock Gospel Mission**

Project Name: **Diversion Program**

Exhibit C

Personnel Information

Complete the following personnel table. List the positions for all of the individuals that will be involved with the implementation of the project, funded or not with Turlock CDBG funds. This would include but is not limited to program staff, volunteers, and contracted employees. The expenses should correspond with the Budget (Exhibit B).

	Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (Hourly with Fringe)	Hours Per Month (for the program)	Months per fiscal year	Total Yearly Cost to Program
1	Case Manager	Direct Service	$28.00	161	7	$31,556.00
2		Direct Service				$0.00
3						$0.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
10						$0.00
11						$0.00
12						$0.00
13						$0.00
14						$0.00
15						$0.00
16						$0.00
17						$0.00
18						$0.00
19						$0.00
20						$0.00
						$0.00
				Totals:		**$31,556.00**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $36,000 TO ACCOUNT NUMBER 255-41-485.47215_014 "PUBLIC SERVICES TURLOCK GOSPEL MISSION" FROM FUND 255 "CDBG" RESERVE BALANCE TO FUND THE PILOT SUPPORTIVE SERVICES/CASE MANAGEMENT PROGRAM WITH TURLOCK GOSPEL MISSION	RESOLUTION NO. 2015-

WHEREAS, the City is a CDBG Entitlement jurisdiction and each year can award up to 15% of the entitlement funds plus a like amount of program income to public services. For Fiscal Year 2015-2016, HUD has provided an allocation of CDBG funds in the amount of $548,076 to the City of Turlock. The City has also realized additional unanticipated program income of $40,000 which 15% of that amount may also be awarded to public services; and

WHEREAS, CDBG Public Services Grants are targeted for new services, expansion of existing services, implementation of new innovative approaches and serving new clients. These grants address the root causes of poverty and help poor families and individuals regain or retain self-sufficiency; and

WHEREAS, the City of Turlock is preparing to implement a "Pilot Diversion Program" for the purpose of assisting those individuals that have committed a violation of City or other government ordinances, codes or laws and have a need for guidance and facilitation of available social services necessary to encourage good community participation. Like other successful diversion programs, there is a need for case management as an integral component of the program; and

WHEREAS, Turlock Gospel Mission (TGM), formally founded in 2007, currently operates a Homeless Assistance Ministry (HAM) Day Center and provides case management to those who seek assistance or who frequent the HAM Center. In the case of the Pilot Diversion Program, TGM will enhance the capacity of its case management program to receive individuals that have either agreed to participate in diversion or have been ordered by the court to participate in diversion; and

WHEREAS, funds were not previously budgeted in this account line item as the need for this pilot program has emerged in the last few months.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $36,000 to account number 255-41-485.47215_014 "Public Services Turlock Gospel Mission" from Fund 255 "CDBG" reserve balance to fund the Pilot Supportive Services/Case Management program with Turlock Gospel Mission.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8D

Council Synopsis

December 8, 2015

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

Prepared by: Wayne York, Capital Project Coordinator

Agendized by: Mike I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification from the San Joaquin Valley Air Pollution Control District of an award of $100,000 in grant funding under the Public Benefit Grant Program towards the purchase of five (5) Ford F-250 pickup trucks powered by alternative fuel

Resolution: Approving the purchase and delivery of five (5) 2016 Ford F-250 CNG pickup trucks from Downtown Ford Sales of Sacramento, California, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $191,326 under State of California Contract No. 1-14-23-20A as part of City Project No. 14-66, "Purchase of five (5) CNG Pickup Trucks," and making appropriations as further specified

2. DISCUSSION OF ISSUE:

The Development Services Department (DSD) and Parks, Recreation and Public Facilities Maintenance Department (PFM) both have operational needs that require the acquisition of pickup trucks to successfully complete their respective missions. DSD needs to replace three trucks for three public works construction inspectors, who each drive vehicles with CNG fuel tanks that are set to have their certification expire in the near future. Once replaced, DSD would seek to surplus these older trucks. PFM requires the replacement of two trucks in their current fleet.

On November 18, 2014, the Council directed Staff to submit a grant application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the partial funding of five (5) 2016 Ford F-250 CNG pickup trucks. In October 2015, City staff was notified by SJVAPCD staff that the application had been approved. The grant covers up to $20,000 per vehicle, for a total value of $100,000.

Following the notice of grant award Staff made contact with Downtown Ford Sales of Sacramento, CA, which is the Ford dealer that currently holds the leveraged purchase agreement (state contract) for this particular make and model vehicle. Through leveraged purchase agreements, which have already

gone through a competitive bidding process, local agencies are able to streamline procurements. Staff from both DSD and PFM departments identified the needs for their respective departments, then solicited a consolidated quote from the dealer. The consolidated quote totaling $191,325.52, attached as Exhibit A, identifies the vehicles and options solicited, segregated into multiple sections to reflect the unique needs of both departments.

While a purchase from the state contract is the most streamlined, in an effort to promote local business Staff reached out to Price Ford of Turlock, Country Ford of Ceres, and Heritage Ford of Modesto to gauge their level of interest in providing vehicles that meet the City's needs, while also offering competitive pricing. Each local dealer was provided with the detailed quote attached to this report and advised to notify the City if they could beat the proposed pricing, at which point the City would formally solicit bids. Staff received no responses or requests to release formal bids.

If approved, Staff would place an order with the specified dealer. There is an estimated production lead time of three months. Prior to delivery at the City the vehicles will receive a CNG conversion at a facility in Fresno, where that work is expected to take approximately one week.

3. BASIS FOR RECOMMENDATION:

A. Vehicles procured through this process would satisfy a need for equipment within multiple departments within the City.

B. This approach seeks to look ahead and plan for future needs, rather than respond after they have become immediate needs.

C. This procurement takes advantage of grant funds available to the region.

D. The acquisition of Ford vehicles match the majority of other City fleet vehicles, which reduces potential impacts and costs for maintenance staff.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.
6. Ensure efficient use of resources and maximize value within department budgets.

Action Items:

4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The pick-ups being purchased for the Parks, Recreation and Public Facilities department will be allocated one each to Parks/Public Facilities maintenance and Streets maintenance. The pick-up for Parks/Public Facilities was originally budgeted in 2015-16 at $19,600 for a small utility pick-up. This type of pick-up is no longer manufactured, so with the additional grant funding, Staff is proposing to purchase the larger vehicle. The total cost of this vehicle is $41,430. After $20,000 in grant funding, the net local funding portion is $21,430.

The pick-up being allocated to the Streets division was anticipated to be purchased in 2016-17. With the grant allocation paying for just under half of the pick-up, staff is requesting approval to accelerate this purchase in to 2015-16. The local portion will be $21,430 and there are sufficient reserves in the Parks/Public Facilities vehicle replacement fund for this purchase. With the approval of this purchase, a new pick-up will not need to be purchased in 2016-17.

The three pick-ups requested for Engineering were not incorporated in the 2015-16 budget. Engineering's Asset Replacement monies in Fund 241 have sufficient unappropriated reserves to fund the net cost of their three pick-ups.

The following budget amendments are requested to properly account for the purchase of the five new pick-ups and recognize the partial grant funding. The difference between the amended revenue and expenditure budgets will be funded from unappropriated reserves for each respective funding source.

		Current Budget	Amendment	Amended Budget
For Parks/Public Facilities - 1 vehicle				
506-00-000-221.51020	Equip Replacement	$ 19,600	$ 21,830	$ 41,430
506-00-000-221.37235	SJVAPCD Grant	$ -	$ 20,000	$ 20,000
For Streets - 1 vehicle				
506-00-000-231.51020	Equip Replacement	$ -	$ 41,430	$ 41,430
506-00-000-221.37235	SJVAPCD Grant	$ -	$ 20,000	$ 20,000
For Engineering - 3 vehicles				
241-00-000-228.44081	Asset Replacement Vehicl	$ -	$ 108,470	$ 108,470
241-00-000-228.37235	SJVAPCD Grant	$ -	$ 60,000	$ 60,000
	Total Vehicle Purchases			$ 191,330
	Total Grant Funding			$ 100,000
	Total Local Funding			$ 91,330

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the purchase of vehicles. Staff does not recommend this approach because there is a need for vehicles, adequate local funding exists and failure to purchase the specified vehicles would forfeit grant funds.

B. Direct for formal advertisement of bids. Staff does not recommend this approach because it would generate additional costs to the City in managing the solicitation, add at least two months to the procurement schedule and local dealers did not indicate a desire for a formal bid, which likely indicates their inability to beat the state contract prices.

Exhibit A

QUOTATION

DOWNTOWN FORD SALES
525 N. 16TH STREET, SACRAMENTO, CA 95811
(916) 442-6931 | FAX (916) 491-3138

GE 110620150760 R

REV 11/16/15

REP G. ENOS
DATE 11/16/15
PHONE (916) 442-6931

NAME CITY OF TURLOCK
ADDRESS 156 S. BROADWAY
CITY TURLOCK CA ZIP 95380

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	MAJOR STANDARD EQUIPMENT "ENGENEERING"/"PFM"		
5	NEW F-250 REG CAB 4X2 6.2L V8, CNG 10GGE, 6-SPD TRANS PER STATE OF CALIFORNIA CONTRACT 1-14-23-20A	$28,153.00	$140,765.00
	OPTIONS / UPGRADES -- "ENGINEERING"		
3	OPTIONAL FUEL TANK SIZE 20GGE (GALLON GASOLINE EQUIV.)	$2,870.00	$8,610.00
3	BLUETOOTH--FACTORY SYNC	$601.00	$1,803.00
3	POWER GROUP (PWR WINDOWS, LOCKS, HEATED PWR MIRRORS)	$1,076.00	$3,228.00
6	EXTRA KEY (REQ. PWR GROUP) -- TOTAL OF 4 KEYS PER VEH.	$276.00	$1,656.00
	OPTIONS / UPGRADES -- "PFM"		
2	OPTIONAL FUEL TANK SIZE 20GGE (GALLON GASOLINE EQUIV.)	$2,870.00	$5,740.00
2	LIMITED SLIP REAR AXLE	$366.00	$732.00
2	ROYAL 40-VO-98 UTILITY BODY	$5,812.00	$11,624.00
2	RECEIVER HITCH	$595.00	$1,190.00
4	EXTRA KEY (NO PWR GROUP) -- TOTAL OF 4 KEYS PER VEH.	$178.00	$712.00
1	MANUAL PARTS (CD-ROM)	$279.00	$279.00
1	MANUAL SHOP (CD-ROM)	$294.00	$294.00
	NOTES *ONE SET OF SHOP AND PARTS MANUALS ORDERED PER REQUEST *VEHICLES WILL BE FLEET WHITE UNLESS OTHER COLOR SELECTED		
5	DOCUMENTATION FEE (DOC FEE)	$80.00	$400.00
		SUBTOTAL	$177,033.00
	7.625%	SALES TAX	$13,498.77
		SHIPPING	$750.00
		TIRE FEE	$43.75
		TOTAL	$191,325.52

$500 DISCOUNT FOR PAYMENT WITHIN 20 DAYS
PER STATE OF CALIFORNIA CONTRACT 1-14-23-20A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE AND DELIVERY OF FIVE (5) 2016 FORD F-250 CNG PICKUP TRUCKS FROM DOWNTOWN FORD SALES OF SACRAMENTO, CALIFORNIA, WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE IN ACCORDANCE WITH SECTION 2-7-089(B)(5) OF THE TURLOCK MUNICIPAL CODE, IN AN AMOUNT NOT TO EXCEED $191,326 UNDER STATE OF CALIFORNIA CONTRACT NO. 1-14-23-20A AS PART OF CITY PROJECT NO. 14-66, "PURCHASE OF FIVE (5) CNG PICKUP TRUCKS" AND MAKING APPROPRIATIONS AS FURTHER SPECIFIED	**RESOLUTION NO. 2015-**

WHEREAS, the Development Services Department has a need to replace three Compressed Natural Gas (CNG) powered pickup trucks used by public works construction inspectors that have CNG fuel tanks reaching the end of their certified life, with no recertification options readily available; and

WHEREAS, the Parks, Recreation and Public Facilities Department has a need to replace two existing pickup trucks in their fleet to carry out their mission; and

WHEREAS, the City has applied for and successfully been awarded a grant (Project No. C-40321) from the San Joaquin Valley Air Pollution Control District (SJVAPCD) in the amount of $100,000 ($20,000 per vehicle) for the purchase of vehicles powered by alternative fuels, as long as the vehicles are a specific make and model that has been pre-approved by the SJVAPCD; and

WHEREAS, the only type of pickup truck that meets the City needs and also qualifies for the grant is a 2016 Ford F-250 with a certified CNG conversion kit; and

WHEREAS, the City has obtained a quote in the amount of $191,325.52 for five (5) 2016 Ford F-250 pickup trucks, upgraded with 20 gallon equivalent fuel tanks for longer range and specific options to meet the unique needs of both departments, from Downtown Ford Sales of Sacramento, CA, the current holder of leveraged purchase agreement (state contract) for this type of vehicle; and

WHEREAS, in an effort to provide business to local dealerships, the City notified Price Ford of Turlock, Country Ford of Ceres, and Heritage Ford of Modesto of the City's needs and the pricing available under the state contract to gauge their level of interest, with the understanding that the City would be willing to seek competitive bids if local dealers could beat the state contract price, though no such interest was provided to the City; and

WHEREAS, the total purchase price of $191,325.52 will be funded using $100,000 in grant funds from SJVAPCD and $91,325.52 in local funds, as further specified below; and

WHEREAS, the proposed acquisition would provide the City with vehicles necessary to continue the respective missions of each department, provide air quality benefits, cycle out older vehicles ahead of the end of their useful life, maximize the use of regional grant funds and maximize the use of infrastructure investments at the City's CNG fueling facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase and delivery of five (5) 2016 Ford F-250 CNG pickup trucks from Downtown Ford Sales of Sacramento, California, in an amount not to exceed $191,326 under State of California Contract No. 1-14-23-20A as part of City Project No. 14-66, "Purchase of five (5) CNG Pickup Trucks" and making appropriations as further specified; and

BE IT FURTHER RESOLVED, that the following budget appropriations are approved:

		Current Budget	Amendment	Amended Budget
For Parks/Public Facilities - 1 vehicle				
506-00-000-221.51020	Equip Replacement	$ 19,600	$ 21,830	$ 41,430
506-00-000-221.37235	SJVAPCD Grant	$ -	$ 20,000	$ 20,000
For Streets - 1 vehicle				
506-00-000-231.51020	Equip Replacement	$ -	$ 41,430	$ 41,430
506-00-000-221.37235	SJVAPCD Grant	$ -	$ 20,000	$ 20,000
For Engineering - 3 vehicles				
241-00-000-228.44081	Asset Replacement Vehicl	$ -	$ 108,470	$ 108,470
241-00-000-228.37235	SJVAPCD Grant	$ -	$ 60,000	$ 60,000

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8E

Council Synopsis

December 8, 2015

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

Prepared by: Wayne York, Capital Project Coordinator

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the transfer of ownership of two (2) Orion IIV CNG buses from the Merced County Transit Joint Powers Authority for transit revenue service in the City of Turlock, subject to concurrence of the Merced County Transit Joint Powers Authority and the approval of the Federal Transit Administration

Motion: Authorizing the Mayor, City Manager, or his designee, to submit a request to the Federal Transit Administration (FTA) for a grantee-to-grantee transfer of ownership as specified in the associated resolution and as part of City Project No. 15-24, "Merced CNG Bus Transfer"

2. DISCUSSION OF ISSUE:

Existing State of Transit Fleet

Over the past year the City of Turlock's fleet of transit buses has had a higher than average amount of maintenance issues, comprised of a combination of equipment issues from buses that have reached or surpassed their useful life and periods of limited availability of maintenance services. At times these downtime issues have resulted in an insufficient number of transit vehicles for active use on bus routes, which meant that some fixed-route runs were missed.

The City has budgeted and prepared for the acquisition of additional rolling stock involving the purchase of four (4) new CNG powered low-floor transit buses as part of a cooperative purchase agreement with other public agencies, but due to the lengthy federal procurement process and the long production lead times associated with vehicle production, these vehicles are not expected to be delivered for 2-3 years.

The City is in need of a more immediate solution to address on-going downtimes within the fleet. The goal would be to maintain a sufficient fleet, including an adequate number of spare vehicles, so that the City has the buses necessary to

meet the immediate needs of both the fixed-route (BLaST) and dial-a-ride (DART) transit services without compromising service to Turlock's citizens.

Additional Rolling Stock Opportunity
The Merced County Transit Joint Powers Authority (MCTJPA), which currently owns and operates CNG-powered transit buses, is transitioning away from a CNG-powered transit fleet due to a lack of adequate maintenance and fuelling facilities, thereby resulting in a need for the MCTJPA to sell, transfer or otherwise release ownership of at least 20% of their transit fleet before they would be allowed by the Federal Transit Administration (FTA) to purchase additional buses. The City, as a direct recipient (grantee) of federal funding, and the MCTJPA, also a direct recipient (grantee) of federal funding, seek to engage in a no-cost, grantee-to-grantee transfer of two (2) 2009 Orion IIV buses, 35 ft. in length and CNG-powered, (rolling stock) in accordance with FTA guidelines (FTA C 5010.1D(7)), which would resulting in a mutually beneficial arrangement for both parties.

The City would receive a transfer of ownership from the MCTJPA for the specified buses, to include pre-installed transit related equipment, at no cost for the acquisition. The City would assume some minor costs associated with transfer of title, transporting and preparing the buses for service in Turlock, which are costs that have been accounted for and budgeted within the City of Turlock FY 2015-16 budget.

Federal Impact Considerations
The City, as the receiving grantee, would assume the remaining, depreciated federal interest in the received equipment, agree to maintain the received equipment for active service for the duration of its useful life in accordance with FTA requirements, add the equipment to the City's equipment inventory records, and including the buses in the City's rolling stock status report. These requirements are the same for the City's existing fleet.

The proposed transfer is subject to approval of the FTA.

3. BASIS FOR RECOMMENDATION:

A. Additional buses will allow the City's transit operator to meet the existing route and schedule commitments, ensuring reliable service to citizens.

B. The specified buses available through the MCTJPA are similar in size and specifications to the City's existing fleet, allowing for easy integration for operations and maintenance purposes.

C. The proposed transfer would be a low-cost, high-value transfer.

D. The acquisition would serve as a stopgap to allow for continued, reliable service until new rolling stock arrives in a few years.

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: Effective Leadership

General Principles:
1. Foster innovation and promote positive change.

Policy Goal #4: Municipal Infrastructure

General Principles:
4. Transportation infrastructure that serves the needs of the community:
   c. Access to transit and non-motorized options.

Policy Goal #6: Intelligent, Planned, Managed Growth

General Principles:
3. Maintain and build professional working relationships with other agencies, with a focus on value-added growth, to create a seamless integration of infrastructure and services throughout the region.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: There would be no monies paid to the MCTJPA for the acquisition of vehicles, though minor costs related to transporting and preparing the buses for active service in Turlock are anticipated. These costs include painting, inspections, minor repairs and minor upgrades and are expected to be less than the $40,000 budgeted for this project in Fund 426 (426-40-415.51240). There would be no impact to the General Fund.

Long-term fiscal impacts would be related to on-going maintenance of a larger fleet, but Staff would estimate and budget for those costs as part of the transit budgeting process.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the proposed grantee-to-grantee transfer of ownership. Staff does not recommend this approach because the existing transit service has critical needs related to fleet availability to maintain a reliable level of service and the proposed transfer would help the City better provide that level of service until new rolling stock can be integrated.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE TRANSFER OF OWNERSHIP OF TWO (2) ORION IIV CNG BUSES FROM THE MERCED COUNTY TRANSIT JOINT POWERS AUTHORITY FOR TRANSIT REVENUE SERVICE IN THE CITY OF TURLOCK, SUBJECT TO THE CONCURRENCE OF THE MERCED COUNTY TRANSIT JOINT POWERS AUTHORITY AND THE APPROVAL OF THE FEDERAL TRANSIT ADMINISTRATION	**RESOLUTION NO. 2015-**

WHEREAS, over the past year the City of Turlock's fleet of transit buses has had a higher than average amount of maintenance issues, comprised of a combination of equipment issues from buses that have reached or surpassed their useful life and periods of limited availability of maintenance services, at times resulting in an insufficient number of transit vehicles for active use on bus routes; and

WHEREAS, the City has budgeted and prepared for the acquisition of additional rolling stock involving the purchase of four (4) new CNG powered low-floor transit buses as part of a cooperative purchase agreement with other public agencies, but due to the lengthy federal procurement process and the long production lead times associated with vehicle production, these vehicles are not expected to be delivered for 2-3 years; and

WHEREAS, the City desires to maintain a sufficient fleet, including an adequate number of spare vehicles, so that the City has the buses necessary to meet the immediate needs of both the fixed-route (BLaST) and dial-a-ride (DART) transit services without compromising service to Turlock's citizens; and

WHEREAS, the Merced County Transit Joint Powers Authority (MCTJPA), which currently owns and operates CNG-powered transit buses, is transitioning away from a CNG-powered transit fleet due to a lack of adequate maintenance and fuelling facilities, thereby resulting in a need for the MCTJPA to sell, transfer or otherwise release ownership of at least 20% of their transit fleet before they would be allowed by the Federal Transit Administration (FTA) to purchase additional buses; and

WHEREAS, the City of Turlock, as a direct recipient (grantee) of federal funding, and the MCTJPA, also a direct recipient (grantee) of federal funding, seek to engage in a no-cost, grantee-to-grantee transfer of two (2) 2009 Orion IIV buses, 35 ft. in length and CNG-powered, (rolling stock) in accordance with FTA guidelines (FTA C 5010.1D(7)), which would resulting in a mutually beneficial arrangement for both parties; and

WHEREAS, the City of Turlock, as the receiving grantee, would assume the remaining, depreciated federal interest in the received equipment, agree to maintain the

received equipment for active service for the duration of its useful life in accordance with FTA requirements, add the equipment to the City's equipment inventory records, and including the buses in the City's rolling stock status report; and

WHEREAS, while the City would receive a transfer of ownership from the MCTJPA for the specified buses, to include pre-installed transit related equipment, at no cost for the acquisition, the City would assume all cost associated with transfer of title, transporting and preparing the buses for service in Turlock, which are costs that have been accounted for and budgeted within the City of Turlock FY 2015-16 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the transfer of ownership of two Orion IIV CNG buses from the Merced County Transit Joint Powers Authority for transit revenue service in the City of Turlock, subject to concurrence of the Merced County Transit Joint Powers Authority and the approval of the Federal Transit Administration.

BE IT FURTHER RESOLVED, the two (2), 2009 Orion IIV buses identified in this resolution, purchased on April 28, 2009, with a current age of 6.58 years old as of November 28, 2015, and eligible for replacement on April 28, 2021 (5.42 more years), after twelve (12) years of useful life, shall be the vehicles as identified in the table below:

MCTJPA Bus No.	VIN	Total Original Cost	Remaining Federal Interest	Original FTA Grant Number
M-099	1VHGF3W2296704657	$407,650	$184,095	CA-90-Y275-00
M-100	1VHGF3W2696704807	$407,650	$184,095	CA-90-Y275-00

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8F

Council Synopsis

December 8, 2015

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

Prepared by: Wayne York, Capital Project Coordinator

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the use of bus shelters for advertising purposes and directing ad revenue to be applied toward meeting the federally mandated farebox recovery ratio

Motion: Authorizing City staff to begin work on City Project No. 15-76, "Transit Shelter Upgrades, Various Locations," and develop the Plans, Specifications and Estimate (PS&E) for the acquisition and installation of up to twelve (12) bus shelters with integrated advertising panels for a newly adopted ad program

2. DISCUSSION OF ISSUE:

Under the State of California's Transportation Development Act (TDA), the City, as a recipient of state and federal transit funds, must meet a defined farebox recovery ratio to continue receiving these funds, which are necessary to operate the City's transit service. This ratio is a set percentage of all operating costs and is based on several factors. This requirement ensures that for every dollar of government assistance that the transit provider receives, they are also generating at least a set percentage in fares.

The responsibility for setting this rate falls to the local Regional Transportation Planning Organization (RTPO), which for Turlock is the Stanislaus Council of Governments (StanCOG). StanCOG has set a farebox recovery ratio for Turlock Transit Lines of 15% for FY 2015-16, but that is scheduled to permanently increase to 20% starting in FY 2016-17. This poses a challenge for Turlock, which has traditionally struggled with just meeting the 15% requirement in recent years. Each year the target has been met, but often only by a tenth or hundredth of a percentage point. Part of the challenge is that TDA rules limit what can be used for the local revenue portion. These rules limit revenue sources to fares from passengers or taxes imposed by local agencies, each posing unique challenges. Simply raising passenger fares often results in lower ridership which equates to less revenue than expected.

However, recently the California Department of Transportation (Caltrans) has provided additional clarification on the TDA that now allows for the use of advertising revenue to be used in addition to passenger fares towards meeting farebox recovery requirements. As such, Staff has taken steps to explore the opportunities that exist relative to advertising, to include a multi-year contract with Stott Outdoor Advertising (Stott) for ads on the exterior of buses. Expanding on this concept further, Staff is seeking to explore opportunities for advertising on bus shelters as well.

The combination of the two programs should significantly help the financial position of the City relative to meeting the minimum farebox recovery ratio, both now and in the future. Exceeding the minimum farebox recovery requirements opens the door to service changes and enhancements that would not be possible otherwise, allowing the City to be more responsive to customer needs. Failure to achieve the required farebox recovery ratio will result in the reduction of state funds for operating and capital expenses. Without these funds Turlock Transit Lines would not be able to operate at current levels, unless financially supported by the City.

Upgrading Bus Shelters

In order to support a bus shelter ad program the existing infrastructure must be in place. The City has budgeted $175,000 in State grant funds (PTMISEA- Prop. 1B) and Local Transportation Funds (LTF) in FY 2015-16 for City Project No. 15-76, "Transit Shelter Upgrades, Various Locations," but must prepare the plans, specifications and estimate (PS&E) for the project to better understand how many shelters can be acquired under the first phase, as well as where and when they would be installed and available for ads. With the Council's approval, Staff would begin the PS&E process, then return to seek Council approval for the implementation portion of the infrastructure project. Since ad revenue is contingent on this project's completion, it would be a priority project for City staff.

Short Range Transit Plan Implications

The City has hired Nelson\Nygaard Consulting Associates, a transit planning consultant, to take a lead role in the preparation of a Short Range Transit Plan (SRTP). The project seeks to identify a five year transit services strategy for the City and is still in its early stages with data collection and public outreach currently ongoing. Staff expects recommendations to be formed early next year with a final plan adopted in June/July 2016.

A decision to allow a bus shelter ad program, as well as steps taken to have it in operation prior to the completion of the SRTP, would allow the consultant to consider this ad revenue in their financial calculations as part of the plan. This reduction in financial constraints would allow them to propose recommendations

that consider additional services that otherwise would not have been possible, such as, longer operating hours, increased frequency, or other special services.

3. BASIS FOR RECOMMENDATION:

A. Staff has determined that ad revenue is the most viable, attainable revenue stream for meeting the local revenue portion of the state mandated farebox recovery ratio.

B. Exceeding the minimum farebox recovery requirements delays the need to increase fare rates and opens the door to service changes and enhancements that would not be possible otherwise, allowing the City to be more responsive to customer needs.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 : Effective Leadership

General Principles:
1. Foster innovation and promote positive change.
4. Proactively respond to emerging issues.

Policy Goal # 2 : Fiscal Responsibility

General Principles:
3. Identify and pursue revenue opportunities, including grants and outside sources of funding.
4. Create an "efficient" and effective organization.
6. Ensure efficient use of resources and maximize value within department budgets.

Policy Goal # 4 : Municipal Infrastructure

General Principles:
1. Municipal infrastructure is integral to public safety and effective service delivery.
4. Transportation infrastructure that serves the needs of the community:
   a. Access to transit and non-motorized options.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The implementation of bus shelters in a phased approach, such as the purchase and installation of 10-12 bus shelters in FY 2015-16, is expected to cost less than $175,000, which is the budget established in Fund 426 for this

purpose. Following this installation the City would realize ad revenue once an advertising contractor was awarded an ad program contract.

The most significant impact comes from the City's ability to meet the upcoming increase to the minimum farebox recovery ratio and maintain its eligibility to receive state LTF funds for transit, as well as eliminate the need for either a General Fund contribution or local transit tax.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the use of bus shelters for advertising purposes. Staff does not recommend this approach because transit advertising represents a viable, effective way of meeting the state mandated farebox recovery ratio, while at the same time reducing or eliminating the potential impact to the General Fund or to the taxpayer through an additional, local transit tax.

B. Reject approval to begin design on a bus shelter infrastructure project. Staff does not recommend this approach because the City's existing bus shelters are not sufficient for holding the advertising that would be required under an ad program. Therefore, new shelters, designed with space dedicated for ads, would be required and funding has already been budgeted for such a project.

EXHIBIT A

Council Synopsis

December 8, 2015

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

Prepared by: Wayne York, Capital Project Coordinator

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the acquisition and installation of twelve (12) Fast Fare electronic fareboxes and associated equipment on City transit buses and allowing for any future purchases from SPX Genfare of Elk Grove Village, Illinois, in an amount not to exceed $316,616, as part of City Project No. 15-81 "Electronic Transit Farebox Upgrades," without compliance to the formal bid procedure in accordance with Section 2-7-08 (b) (6) of the Turlock Municipal Code

2. DISCUSSION OF ISSUE:

Currently the fareboxes installed on City transit buses accept paper tickets, cash and coin, which drop down into a fare vault and are collected at the end of each day. These fareboxes are limited in functionality and are unable to dispense change, so riders must either have correct change or overpay for their trip. No refunds are available. There is no data collection occurring with this style of farebox nor is there any interoperability with other technology.

Newer electronic farebox technology, such as the products provided through SPX Genfare, allow additional options for fare collection, such as cash, coin, smart card, magnetic strip cards, and e-passes through mobile devices. Passengers are able to purchase tickets directly from the farebox, as opposed to visiting City Hall's Finance Division to purchase a book of tickets. Overpayment for a fare generates a ticket with the balance preloaded on the card, ensuring the customer receives the full value of the funds.

The SPX Genfare product line is used by all other transit providers within Stanislaus County. Throughout these fleets there are a combination of Odyssey (Exhibit A) and CENTSaBill farebox models in operation. Both model types have proven to be stable and reliable, though the technology behind them is dated (20+ years old) and their functionality is limited to certain types of fares. The Fast Fare model (Exhibit B), developed and deployed in recent years, is compatible with all older farebox models but built on newer technology with

data driven demands of the transit marketplace. If approved, this technology is estimated to be delivered and operational in April 2016.

Non-competitive Procurement
Staff is proposing the non-competitive procurement of technology from SPX Genfare for several reasons, including:

1. Interoperability with regional providers. Staff will continue to work with regional providers with a goal to eventually enable riders to seamlessly travel across the region, amongst multiple transit providers, using the same fare technology for the entire trip. This level of interoperability poses some technological and operational challenges, but ultimately will result in the best level of service for customers. Acquiring compatible equipment is the first step towards that level of interoperability; and

2. Timeliness. An open solicitation for bids for similar technology would require the preparation and advertising of a Request for Proposals (RFP), the scoring, ranking and selection of a provider, and other related steps that would extend implementation by an estimated 3-4 months, ultimately resulting in the selection of SPX Genfare technology for compatibility reasons. A non-competitive award expedites the procurement process.

Civil Grand Jury
On June 17, 2015, the Stanislaus County Civil Grand Jury found in Case No. 15-02C that all Stanislaus County transit agencies had technological deficiencies, as well as varying policies, procedures and practices relative to transit, among other findings. On September 8, 2015, the City responded to these findings and stated, in part, that automated farebox technology "has not been implemented, but will be implemented in the future." This procurement would allow the City to meet the finding and recommendation of the Civil Grand Jury.

Installation and Training
This procurement would include installation services by an authorized SPX Genfare installer and training for operators and maintenance personnel from a SPX Genfare specialist. These installation and training support services are critical to reducing deployment and operational issues, as well as reducing the impact to our current fleet maintenance staff.

Public Outreach
Part of the deployment of this new technology will involve a concerted public outreach effort, similar to the efforts conducted by other regional agencies when they made a similar change. One or more demo units would be provided at a central location such as the Turlock Regional Transit Center where members of the public can learn about the new technology in a casual, non-threatening, hands-on way. This public outreach helps reduce confusion, fear and suspicion

of new technology and increases the understanding and comfortable level of our transit customers. Staff is especially sensitive to our transit-dependent customers, some with varying needs and abilities, and will work with them to achieve a level of comfort with the new technology.

3. BASIS FOR RECOMMENDATION:

A. Fast Fare farebox technology will allow for multiple fare types, seamless integration with the e-Fare web based ticketing system and mobile ticketing.

B. Newer design and enhanced technology reduces maintenance costs and maximizes up-time, which is critical for staying on schedule.

C. Compatibility with other transit providers, even those using older SPX Genfare technology, increases the convenience of travel throughout the region for transit customers.

D. Addresses a finding by the Stanislaus County Civil Grand Jury.

E. Implementation of smart technology reduces fraud in the collection of fares and is expected to improve the federally mandated farebox recovery ratio, allowing the City to remain compliant with federal regulations.

F. Satisfies a finding made during a recent FTA Triennial Review.

Policy Goal and Implementation Plan Initiative:

Policy Goal #1 : **Effective Leadership**

General Principles:
1. Foster innovation and promote positive change.

Policy Goal #4 : **Municipal Infrastructure**

General Principles:
4. Transportation infrastructure that serves the needs of the community:
   c. Access to transit and non-motorized options.

Policy Goal #6 : **Intelligent, Planned, Managed Growth**

General Principles:
3. Maintain and build professional working relationships with other agencies, with a focus on value-added growth, to create a seamless integration of infrastructure and services throughout the region.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: This project is specifically listed as a subproject within Fund 426 and sufficient funding exists within that fund to acquire the specified products and services. The quote for supplies and services is attached as Exhibit C. The funding source for this procurement is from State-provided Proposition 1B funds and Local Transportation Funds.

The "smart technology" within modern electronic fareboxes reduces fraud and errors by passengers, allowing for accurate fare collection and a reduction in fare shortages. This generally results in an improved farebox recovery ratio for the City, which enables the City to not only meet the specified recovery rate, but also provide expanded service to help address unmet needs within the community.

Future purchases of proprietary SPX Genfare equipment necessary to expand or enhance service, also authorized in the associated resolution, would be paid with budgeted transit funds and not impact the General Fund, unless specific City Council approval is granted.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject an award to SPX Genfare. Staff does not recommend this approach because adequate funds have been budgeted for this acquisition, only SPX Genfare technology is compliant with other regional transit providers, and SPX Genfare is willing and able to provide the specified products and services in a timely manner.

Exhibit C

Sales Quotation

Genfare
A Division of SPX Corporation
800 Arthur Ave
Elk Grove Village, IL 60007
Ph: (847) 593-8855
Fax:(847) 758-4998

Information

Sales Quote No.	5009099
Document Date	10/21/2015
Customer No.	9999
Currency	USD
Contact Name	
Phone	209-668-5599
FAX	
EMAIL	smedeiros@turlock.ca.us
Validity Start Date	10/21/2015
Validity End Date	04/30/2016
Req Delivery Date	10/21/2015

Sold-To-Party
City of Turlock
156 South Broadway, Suite 150
TURLOCK CA 95380

Ship-To-Party
City of Turlock
TURLOCK CA 95380

End User
City of Turlock
TURLOCK CA 95380

Item	Material	Quantity	Price	Amount
10	D28700-0001	12 EA	10,670.00 USD	128,040.00
	G/A, FAREBOX, FAST FARE (MAG.)			
	Tax	1 EA	813.59 USD	9,763.05
20	D22192-0007	12 EA	4,209.09 USD	50,509.08
	S/A TRIM, MAGNETIC-FAST FARE FAREBOX			
	Tax	1 EA	320.94 USD	3,851.32
30	B28896-0001	12 EA	489.00 USD	5,868.00
	S/A SMARTCARD READER-HID			
	Tax	1 EA	37.29 USD	447.44
40	B28647-0002	12 EA	550.00 USD	6,600.00
	S/A, BARCODE READER (FAST FARE)			
	Tax	1 EA	41.94 USD	503.25
50	INSTALL	12 EA	550.00 USD	6,600.00
	Install			
60	PDS72	1 EA	18,850.00 USD	18,850.00
	Portable Data Unit			
	Tax	1 EA	1,437.31 USD	1,437.31
70	E-KEY	1 EA	900.00 USD	900.00

Signature: _____ **Date:** 10/30/2015

Sales Representative: Mark Mahon **Phone:** 847-222-3639
Email: mark.mahon@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on Genfare customer credit acceptance. Notwithstanding any modifications negotiated with the customer,warranty is (1) year from installation date or (14) months from shipment for new system equipment,whichever comes first. All warranty items must be directed to Genfare for acceptance and disposition, not through OEM Bus Manufacturing Companies. The complete terms of the Genfare warranty are listed at www.genfare.com. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove Village, IL and freight charges are not included. All price quotations are submitted in accordance with standard Genfare terms and conditions which are available on request.

SPX

SPX

Exhibit A

Odyssey Product Features

Odyssey® validating farebox

FARE MEDIA OPTIONS
- Accepts and processes smart cards and magnetic fare cards
- Accepts, issues and validates electronic transfers
- Issues electronic change to riders

CASH SECURITY
- Accepts and validates coins, tokens and bills
- Returns unacceptable coins, tokens and bills
- Customizable for international coins, tokens and bills

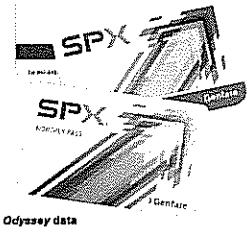
IMPROVED MAINTENANCE
- Fast interior access for on demand and preventative maintenance
- Utilizes modular plug-in subassemblies to ensure trouble-free operation and minimal down time

DATA COLLECTION
- ODBC capabilities with Sybase®, Microsoft® SQL or Oracle®
- Windows® platform based reporting
- Exportable data integration with transit authority systems
- Customizable query and data reports

COMMUNICATION
- Pre-recorded audio messages
- Optional interface with ITS systems, allowing communication with sign, announcement, AVL and APC systems

Genfare

751 Pratt Boulevard
Elk Grove Village, IL 60007
TEL: 847 593 8855
www.genfare.com



Genfare's *Odyssey* data integration provides transit authorities with the tools needed to analyze and improve ridership.

Genfare

The Genfare *Odyssey* validating farebox integrates passenger fare payment and versatile fare media into a single, secure and reliable device.

Responding to Rider and Agency Needs

WHY *Odyssey*?

- **Passenger display shows transaction status and remaining card value**
- **Provides change through on-board cash-to-card conversion**
- **Menu-driven operator control unit is backlit to show transaction status**
- **Push-button control for ease of operator use**
- **Meets ADA requirements**

We are in the business of helping people use and manage public transportation systems. We have and will continue to deliver the technology leadership and product innovation you would expect from the company that helped create the industry.

The *Odyssey* delivers reliability by providing a wide variety of traditional and electronic fare media options for passengers and transit agency operators. *Odyssey* integrates seamlessly with legacy Genfare equipment in addition to the new *Fast Fare*™ revolutionary farebox, allowing mixed fleets to ensure a smooth transition.

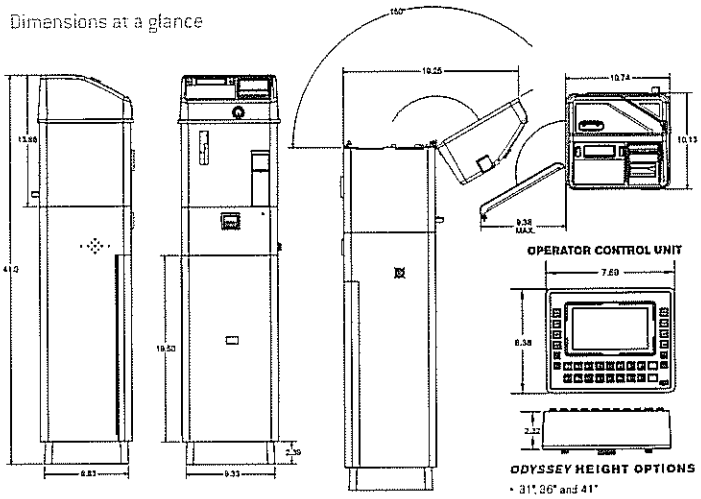
MULTI-LEVEL FARE TABLES FOR AGENCY CUSTOMIZATION

- Selects fare media types
- Identifies passenger categories
- Supports zone-based fares
- Automatically switches from current to future fare sets
- Operates with peak and off-peak fare sets

THE VALUE OF SECURITY

- Secure dualport cashbox with built-in electronic identification system
- Electronic locks and keys provide maximum security for authorized removal of cash boxes
- Automated tracking of individual cashboxes for revenue auditing

Dimensions at a glance



OPERATOR CONTROL UNIT

***ODYSSEY* HEIGHT OPTIONS**

- 31", 36" and 41"

SPX

Fast Fare Product Features

FARE MEDIA ACCEPTANCE

Mobile payment

- NFC phone applications
- 2D high density barcode: QR, Data Matrix and other popular formats

Smart cards

- Smart cards available in various forms: Tags, key chains, fobs, stickers, watches and NFC phones
- All smart cards are ISO 14443 compliant
- Electronic purse and multiple fare products implemented on enhanced security DESFire EV1™ cards
- Thin Ultralight™ or Ultralight C™ thermal coated cards for short term usage

HID iClass

- Existing building access cards
- University student and faculty IDs

Open payment flexible and convenient credit card processing

Magnetics

- Durable 30 mil cards for Period Pass and University ID program
- Limited use 7 to 15 mil thermal coated cards re-encoded and printed upon usage

Bills, coins and tokens

- Faster processing for improved boarding speed
- Software configurable
- Electronically validates and accepts up to 32 types of coins and tokens

FARE MEDIA ISSUANCE

- Mobile ticketing
- Low cost barcode printing
- Limited-use smart card dispenser
- Magnetic ticket reader and issuer

DATA TRANSFER

- Wireless probing for data download and list updates
- Take advantage of existing transit authority WIFI infrastructure or have one provided
- Infrared probing restricts door opening and cashbox removal to areas under surveillance

INTERFACE TO THIRD-PARTY SYSTEMS

- J1708/1587 interface to third-party CAD/AVL system for single point logon, geo-tagging of fare transaction and reporting farebox alarms
- Provision for 4G modem
- Ethernet connection to existing mobile broadband devices
- RS232 connection with other on-board systems
- J1939 interfaces with other on-board devices

FARE PROGRAMS SUPPORTED

- Flat fare or zone-based, peak and off-peak
- Route or class of service (local, express, shuttle, etc.)
- Electronic purse, multiple products and automatic replenish
- Automatic switching from active to pending fare tables simplifies fare changes

Genfare

751 Pratt Boulevard
Elk Grove Village, IL 60007
TEL: 847 593 8855
www.genfare.com

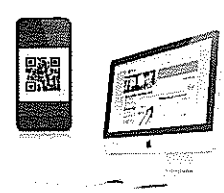
SPX

Exhibit B

ON-BOARD FARE SYSTEM

Fast Fare™ revolutionary farebox

***Fast Fare* integrates mobile payment along with *e-Fare*™ an innovative, web based fare system.**



Genfare

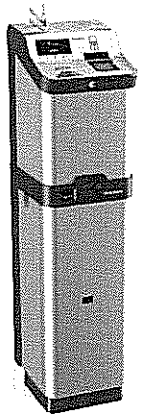
Fast Fare transforms passenger fare payment to the next level. By combining traditional fare media with emerging technology, Genfare delivers a flexible solution to expand as new technology becomes available.

Responding to Rider and Agency Needs

WHY *FAST FARE?*

- **Seamless integration with *e-Fare*™ web based fare system and mobile ticketing**
- **Combines traditional fare media with emerging technology**
- **Innovative new design improves passenger interface and usability while providing a state-of-the-art bus fleet image**
- **Reliability and ease of maintenance minimizes repair time and maximizes up time**

We are in the business of helping people use and manage public transportation systems. We have and will continue to deliver the technology leadership and product innovation you would expect from the company that helped create the industry.



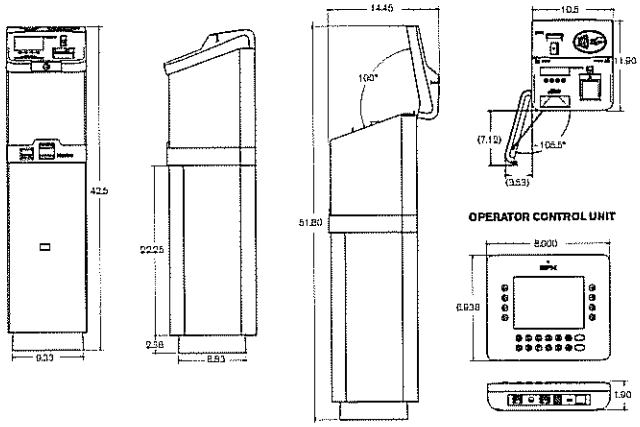
Fast Fare was designed from the ground up to work with new fare system requirements. The innovative design leverages 30 years of proven transit experience in security, durability, passenger interface and usability. Improved ergonomics provide maximum clarity and customer convenience.

Fast Fare integrates seamlessly with legacy media, data acquisition, reporting and security systems. This allows for mixed fleets of *Fast Fare* and legacy Genfare fareboxes insuring a smooth transition.

EQUIPMENT HIGHLIGHTS

- Greatly increased program memory and data storage, allowing significant increase in event record transaction and list capacity
- Well thought out placement and spacing of fare media insertion points
- Lighted passenger interface and full color customizable display
- Audio response including multilingual voice messages
- Fast boot up, controller circuit designed to overcome bus power fluctuation.
- Enhanced cashbox ID does not require batteries
- Durable stainless steel construction
- Ease of maintenance requiring no special tools to perform module replacement, minimizing repair time and maximizing availability

Dimensions at a glance



OPERATOR CONTROL UNIT

Genfare
A Division of SPX Corporation
800 Arthur Ave
Elk Grove Village, IL 60007
Ph: (847) 593-8855
Fax:(847) 758-4998

Sales Quotation

Information

Sales Quote No.	5009099
Document Date	10/21/2015
Customer No.	9999
Currency	USD
Contact Name	
Phone	209-668-5599
FAX	
EMAIL	smedeiros@turlock.ca.us
Validity Start Date	10/21/2015
Validity End Date	04/30/2016
Req Delivery Date	10/21/2015

Sold-To-Party
City of Turlock
156 South Broadway, Suite 150
TURLOCK CA 95380

Ship-To-Party
City of Turlock
TURLOCK CA 95380

End User
City of Turlock
TURLOCK CA 95380

Item	Material	Quantity	Price	Amount
	Portable Electronic Key			
	Tax	1 EA	68.63 USD	68.63
80	D27996-0004	1 EA	3,000.00 USD	3,000.00
	DIAGNOSTIC, TRIM - FAST FARE			
	Tax	1 EA	228.75 USD	228.75
90	D22192-0007	3 EA	4,209.09 USD	12,627.27
	S/A TRIM, MAGNETIC-FAST FARE FAREBOX			
	Tax	1 EA	320.94 USD	962.82
100	ITEM	1 EA	16,218.00 USD	16,218.00
	Fast Fare Training Farebox 36"			
	Tax	1 EA	1,236.62 USD	1,236.62
110	M-28700-SM	2 EA	29.00 USD	58.00
	MANUAL, FAST FARE O&S			
	Tax	1 EA	2.21 USD	4.42
120	D20941-0002	13 EA	772.95 USD	10,048.35
	S/A CASHBOX,S.S.,S-SHORT,DUAL W/CBID			
	Tax	1 EA	58.94 USD	766.19
130	ITEM	1 EA	11,248.00 USD	11,248.00
	Spare Parts (TBD)			

Signature: M A Mahon **Date:** 10/30/2015

Sales Representative: Mark Mahon **Phone:** 847-222-3639
Email: mark.mahon@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on Genfare customer credit acceptance. Notwithstanding any modifications negotiated with the customer,warranty is (1) year from installation date or (14) months from shipment for new system equipment,whichever comes first. All warranty items must be directed to Genfare for acceptance and disposition, not through OEM Bus Manufacturing Companies. The complete terms of the Genfare warranty are listed at www.genfare.com. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove Village, IL and freight charges are not included. All price quotations are submitted in accordance with standard Genfare terms and conditions which are available on request.

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Ph: (847) 593-8855
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Sales Quotation

Sold-To-Party
City of Turlock
156 South Broadway, Suite 150
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City of Turlock
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Information

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Validity Start Date	10/21/2015
Validity End Date	04/30/2016
Req Delivery Date	10/21/2015

End User
City of Turlock
TURLOCK CA 95380

Item	Material	Quantity	Price	Amount
	Tax	1 EA	857.66 USD	857.66
140	TRAINING Training, On-Site All	1 EA	8,500.00 USD	8,500.00
150	FREIGHT Freight	1 EA	1,278.00 USD	1,278.00
160	ITEM Tickets (TBD)	1 EA	15,000.00 USD	15,000.00
	Tax	1 EA	1,143.75 USD	1,143.75
	Gross Value:			295,344.70
	Total Tax:			21,271.21
	Final Amount:			316,615.91

Signature: M A Mahon **Date:** 10/30/2015

Sales Representative: Mark Mahon **Phone:** 847-222-3639
Email: mark.mahon@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on Genfare customer credit acceptance. Notwithstanding any modifications negotiated with the customer,warranty is (1) year from installation date or (14) months from shipment for new system equipment,whichever comes first. All warranty items must be directed to Genfare for acceptance and disposition, not through OEM Bus Manufacturing Companies. The complete terms of the Genfare warranty are listed at www.genfare.com. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove Village, IL and freight charges are not included. All price quotations are submitted in accordance with standard Genfare terms and conditions which are available on request.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE ACQUISITION AND INSTALLATION OF TWELVE (12) FAST FARE ELECTRONIC FAREBOXES AND ASSOCIATED EQUIPMENT ON CITY TRANSIT BUSES AND ALLOWING FOR ANY FUTURE PURCHASES FROM SPX GENFARE OF ELK GROVE VILLAGE, ILLINOIS, IN AN AMOUNT NOT TO EXCEED $316,616, AS PART OF CITY PROJECT NO. 15-81 "ELECTRONIC TRANSIT FAREBOX UPGRADES," WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE IN ACCORDANCE WITH SECTION 2-7-08 (B)(6) OF THE TURLOCK MUNICIPAL CODE	**RESOLUTION NO. 2015-**

WHEREAS, the existing farebox collection equipment installed within City transit buses accepts paper tickets, cash and coin within a drop vault, but lacks the ability to accept newer types of fares, such as electronic fare media, lacks the fare validation technology to ensure that full fares are paid and captured, lacks the connectivity to track and log data for data collection purposes, as well as lacks interoperability and compatibility with other transit service providers in the region; and

WHEREAS, the City recognizes that electronic farebox technology is necessary to accurately validate fare payments, collect and track user data for reporting purposes, accept newer types of fare media for convenience and appeal to a broader user base, and to provide an opportunity for interoperability with other transit service providers in the region; and

WHEREAS, the Stanislaus County Civil Grand Jury identified a need for greater inoperability between regional transit providers, as well as current technological deficiencies within the fleet, such as a lack of electronic farebox technology; and

WHEREAS, SPX Genfare, the manufacturer of electronic farebox technology used by Stanislaus County Regional Transit (StaRT), Modesto Area Express (MAX), and Ceres Area Transit (CAT), has a Fast Fare farebox model available for purchase that provides the necessary functionality sought by the City, recommended by the Grand Jury, and necessary for appealing to a new generation of riders within the community, while also providing these services on a newer technology platform with a projected longer life cycle; and

WHEREAS, a non-competitive procurement from SPX Genfare is necessary to ensure compatibility and interoperability with other regional transit providers that would not be possible if the City awarded a contract to a different provider of electronic fareboxes; and

WHEREAS, City Project No. 15-81, "Electronic Transit Farebox Upgrade" proposes to provide upgraded farebox technology on all City transit buses, including the acquisition of equipment and accessories, as well as training and installation services, in an amount not to exceed $316,616 using funds already budgeted and available under Fund 226.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the acquisition and installation of twelve (12) Fast Fare electronic fareboxes and associated equipment on City transit buses and allowing for any future purchases from SPX Genfare of Elk Grove Village, Illinois, in an amount not to exceed $316,616, as part of City Project No. 15-81 "Electronic Transit Farebox Upgrades," without compliance to the formal bid procedure in accordance with Section 2-7-08 (b) (6) of the Turlock Municipal Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8H

Council Synopsis

December 8, 2015

From: Roy W. Wasden, City Manager

Prepared by: Kellie Jacobs-Hunter, Administrative Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Option 1

Resolution: Authorizing three (3) full-time firefighter positions to Department 30-300 "Fire-Operations"

Option 2

Motion: Authorizing dedicated supplemental overtime, for three (3) firefighter positions, for a six (6) month time-period beginning January 1, 2016 through June 30, 2016 and for Fiscal Year 2016-17

2. DISCUSSION OF ISSUE:

On March 10, 2015, the City Council approved the submittal of a grant application with the United States Department of Homeland Security for Staffing for the Adequate Fire and Emergency Response (SAFER) grant to hire three (3) line firefighter positions for a two (2) year period in the amount of $585,627.16. The requested grant amount would pay one hundred percent (100%) of the salaries and benefits (exclusive of overtime) for the three (3) firefighters over a two (2) year period of performance.

The three (3) firefighter positions will complete the staffing level to a minimum of a 3-person engine company, per shift, per fire station. The fire department has been filling the three firefighter positions with dedicated supplemental staffing overtime approved by the City Council in 2013. Due to the submittal of the SAFER grant application and believing we would be awarded the SAFER grant by October 2015, the fiscal year 2015-2016 adopted budget only contained $105,000 of dedicated overtime funding to cover the six month period of July 1, 2015 to December 31, 2015.

The City of Turlock has received notification that we weren't awarded the SAFER grant. In order to be able to continue to staff the three (3) firefighter positions the Council will need to take action to either fund the remaining six (6) months of

dedicated supplemental staffing overtime in the amount of $105,000 for Fiscal Year 2015-2016 and $210,000 for fiscal year 2016-2017 OR authorize the hiring of the three firefighter positions for the six (6) month period of January 1, 2016 through June 30, 2016 and for FY 2016-17. Costs are identified in the Fiscal Impact section of Synopsis (see below).

The adopted fiscal year 2016-2017 budget contains no appropriations for dedicated supplemental staffing overtime or three (3) new firefighter positions.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 3: Public Safety

General Principles:

5. Staffing levels in the Police and Fire Departments are critical to effectively accomplish the Public Safety Mission.

Action Items:

1. Maintain and/or enhance staffing levels.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Dependent upon Council action on this item, the budget amendments needed for Fiscal Year 2015-16 and Fiscal Year 2016-17 will be included in the mid-year budget review in January 2016.

Option 1: $129,132 for three (3) full-time firefighters for the six (6) month time-period of January 1, 2016 – June 30, 2016 and a $275,030 fiscal impact for Fiscal Year 2016-17.

Option 2: $105,000 for dedicated supplemental overtime, for three (3) firefighters, for a six (6) month time-period of January 1, 2016 through June 30, 2016 and $205,000 for Fiscal Year 2016-17.

5. CITY MANAGER'S COMMENTS:

Recommends Option 1 – Allocate three (3) fulltime firefighter positions to Dept. 30-300 "Fire-Operations", due to overtime fatigue experienced by existing staff filling the positions since 2013.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A. Do not approve either option which would result in the staffing level of one fire station having 2-person engine companies.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THREE (3) FULL-TIME FIREFIGHTER POSITIONS TO DEPARTMENT 30-300 "FIRE-OPERATIONS"	}	**RESOLUTION NO. 2015-**

WHEREAS, a need exists to complete the Fire Department staffing level to a minimum of a 3-person engine company, per shift, per fire station; and

WHEREAS, three (3) additional firefighter positions are needed to achieve a 3-person engine company, per shift, per fire station; and

WHEREAS, since 2013 these positions have been filled by utilizing dedicated supplemental overtime; and

WHEREAS, the existing Fire Department line staff is experiencing overtime fatigue due to having to fill these positions since 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize three (3) full-time firefighter positions to Department 30-300 "Fire-Operations."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8I

Council Synopsis

December 8, 2015

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager
Kellie Jacobs-Hunter, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting and consenting to the City Manager's appointment of Robert A. Talloni to the position of Fire Chief of the Turlock City Fire Department effective December 14, 2015 and approving the agreed upon conditions of employment as detailed in Exhibit A

2. DISCUSSION OF ISSUE:

Fire Chief Tim Lohaman retired in August of 2015 resulting in the need to recruit a new Fire Chief. Two recruitment processes have been completed with a strong field of candidates from California and across the United States. At the conclusion of these efforts Robert A. Talloni has distinguished himself as exactly the leader we need at this time. Among a very talented and highly qualified field of candidates for this position Chief Talloni rose to the top and distinguished himself as the most prepared and qualified person. His decades of service and broad range of experience are remarkable.

Chief Talloni served the City of Norwalk, Connecticut from 1982 to 2010 where he rose to the rank of Deputy Fire Chief. While serving in the Deputy Chief position, he was selected by the City of Harrisburg, Pennsylvania to serve as Fire Chief. In 2013, Chief Talloni accepted an Instructors position at the National Fire Academy in Emmitsburg, Maryland where he provides instruction and training for leaders in the Fire Service from across the nation. Chief Talloni holds a Bachelor of Science degree and a Masters of Public Administration from the University of New Haven.

Chief Talloni was introduced to the City on November 25, 2015 after completing all of the required steps in the hiring process and is anxious to assume his new role leading the Turlock Fire Department. Exhibit A to the Resolution details the agreed upon conditions of employment and Attachment 1 to the synopsis contains Chief Talloni's professional biography.

Chief Talloni is very anxious to "get to work" and is planning to report for duty on Monday, December 14, 2015. A swearing in ceremony is scheduled for that morning at 9:00 A.M. at Turlock City Hall. All are invited to attend this event and help welcome our new Fire Chief, Robert A. Talloni.

3. BASIS FOR RECOMMENDATION:

Robert A. Talloni's experience and qualifications meet the requirements of the current Fire Chief job description. Chief Talloni is well suited for this position and I am confident he will have a smooth transition to the City of Turlock into a critical leadership position within our organization, as well as become a valuable member of our Executive Team and new member of the Turlock Community.

Policy Goal #1 – Effective Leadership

Action Item #2 – Develop our employees so they are prepared for advancement and/or other career opportunities.

- Fill the Fire Chief vacancy (no later than December 1, 2015).

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None by this action. Funds have been budgeted for this position in the 2014-15 fiscal year (110.10.106_41001).

Budget Amendment

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

None recommended.

Attachment 1

ROBERT A. TALLONI

(Professional Biography)

Fire Chief Robert A. Talloni has a Master's Degree in Public Administration and a Bachelor's of Science Degree in Fire Science Administration from the University of New Haven, Connecticut.

Chief Talloni retired as the Fire Chief, Fire Marshal, and Emergency Management Coordinator for the capital of Pennsylvania, Harrisburg. He was also Capital City's Crisis Management Team's Director. Before, Harrisburg, Fire Chief Talloni retired in his 29th year of service from Norwalk, Connecticut Fire Department. He rose up through the ranks in the department, finishing first on every promotional exam.

Chief Talloni has received numerous citations but is most proud of the Vietnam Veterans Appreciation Award, Extraordinary Patriotic Service Award, Veterans of Foreign Wars 603, and the Meritorious Service Award from the Disabled American Veterans.

Chief Talloni is an active instructor with the National Fire Academy in Emmitsburg, Maryland. His teaching assignment has taken him both on campus and throughout the United States.

Chief Talloni is married with five adult children. He and his wife will be making Turlock their home upon his appointment to Turlock Fire Chief.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

ACCEPTING AND CONSENTING TO THE CITY MANAGER'S APPOINTMENT OF ROBERT A TALLONI TO THE POSITION OF FIRE CHIEF OF THE TURLOCK CITY FIRE DEPARTMENT EFFECTIVE DECEMBER 14, 2015 AND APPROVING THE AGREED UPON CONDITIONS OF EMPLOYMENT AS DETAILED IN EXHIBIT A	**RESOLUTION NO. 2015-**

WHEREAS, an executive recruitment for Fire Chief was approved by City Council on August 11, 2015 due to the retirement of the previous Fire Chief, Tim Lohman, effective August 15, 2015; and

WHEREAS, the executive recruitment resulted in a strong field of candidates from California and across the United States; and

WHEREAS, at the conclusion of these efforts Robert A. Talloni rose to the top of all the candidates and distinguished himself as the most prepared and qualified person to be the next leader of the City of Turlock's Fire Department; and

WHEREAS, Robert A. Talloni brings over 33 years of experience in the Fire Service and during those years he has held many positions including Fire Chief, Fire Marshall, and Emergency Management Coordinator; and

WHEREAS, having completing all of the required steps in the hiring process Chief Talloni is anxious to begin work and will report for duty on Monday, December 14, 2015 as the City of Turlock Fire Chief.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept and consent to the City Manager's appointment of Robert A. Talloni to the position of Fire Chief of the Turlock City Fire Department effective December 14, 2015 and approve the agreed upon conditions of employment as detailed in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of December, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Exhibit A

Agreed Upon Conditions of Employment

for

Robert A. Talloni – Fire Chief

Benefits are outlined in the Schedule of Benefit Plans and Policies between the City of Turlock and Management Employees (July 1, 2014 thru June 30, 2017). Benefits detailed in Management Schedule of Benefits specifically related to the Fire Chief position regarding salary, EPMC, and CALPERS(California Public Employees' Retirement System) were specific to previous Fire Chief and do not apply to new hires. Additional benefits and/or benefits specific to you are as follows:

1. The Fire Chief salary range shall be 41.1 ($135,144.00 - $164,268.00 per year). You will be placed on Step 4 of range 41.1 ($156,444.00 per year).

2. Relocation expenses up to $15,000.00 shall be provided. You will be reimbursed up to $15,000.00 based upon actual relocation expenses. Original valid receipts will need to be submitted to the City of Turlock in order to receive reimbursement. Should you end your employment with the City of Turlock prior to twelve (12) full months of employment, you agree to repay to City of Turlock a pro-rated amount of the relocation expenses. The amount owed to City of Turlock would be eight point thirty-three percent (8.33%) of the actual reimbursed relocation expenses for each month of employment not completed within that twelve (12) month period. Any partial months will be pro-rated by the number of days remaining in the month. This amount due to City will be withheld from any final payment amount due to you.

3. Advance Forty (40) hours of Vacation at time of appointment.

4. Advance Forty (40) hour of Sick leave at time of appointment.

5. Should the City of Turlock decide to end employment with you, a severance package will be provided equal to six (6) months of compensation plus all accrued sick leave, vacation, paid holidays, and management leave and agreeing to provide you with continued health, vision, dental benefits for six (6) months beginning on the date of termination.

6. You shall receive a uniform allowance equal to that received by sworn Fire Department Staff.

7. In regards to retirement, effective January 1, 2013, all new fulltime fire safety employees, as defined by AB 340, will participate in the Public Employees Retirement System (PERS) Safety Option Plan Two, 2.7% @ 57, with final compensation based upon three highest years with an employee contribution of 11.5%. The employee contribution rate is subject to change each fiscal year with no cap on increase. The pensionable compensation limits are 120% of the Social Security Wage Limit Index for non- Social Security participating agencies. The 2015 limit for non-Social Security participating agencies is $140,424.00. This index is adjusted annually.

8. In your capacity of Fire Chief, you will serve as an at-will employee to the City Manager.

9. The City of Turlock shall pay for or provide reimbursement to you for initial and annual dues paid for membership in the Stanislaus County Fire Chief's Association and the International Association of Fire Chiefs and for the cost of attending the annual SCFCA and IAFC conferences including travel, lodging, and meals.

10. You shall also receive the use of a City-owned vehicle for travel to and from work.

11. This job offer is contingent upon approval by City of Turlock, City Council.

End of Document.