City Council Agenda

JANUARY 12, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

choose civility
www.stancoe.org/civility

Mayor
Gary Soiseth

Council Members
William DeHart, Jr. **Steven Nascimento**
Matthew Jacob **Amy Bublak**
Vice Mayor

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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: On-Track Transition Program accepted by Jeff Santos
B. *Recognition*: Exemplary Professionalism exhibited by Police Officers and Dispatchers
C. *Presentation*: StanCOG Fiscal Year 2016/17 Unmet Transit Needs Assessment by Regina Valentine
D. *Appointment*: Vice Mayor
E. *Appointment*: Planning Commission
F. *Appointment*: Parks, Arts & Recreation Commission
G. *Appointment*: The Alliance
H. *Appointment*: StanCOG Management and Finance Committee - Member
I. *Appointment*: City/County Disaster Council - Alternate Member

J. *Appointment*: Turlock Mosquito Abatement District
K. *Appointment*: Oversight Board to the Successor Agency to the Former Turlock Redevelopment Agency (Former RDA Employee) - Member
L. *Appointment*: Turlock Public Library Partnership - Council Representative

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. California Partnership for the San Joaquin Valley on Job Creation award *(Pitt)*
4. Christmas Parade and Presentation of First Place Winners *(Packwood)*
5. 100 Citizens Program with California State University Stanislaus *(Packwood)*
6. Advisory Notice for 1, 2, 3 Trichloropropane *(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. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

C. DISCLOSURE OF EX PARTE COMMUNICATIONS

1. Public Hearing Item 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.

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 11/19/15 in the amount of $1,657,407.92; Demands of 11/26/15 in the amount of $356,246.43; Demands of 12/3/15 in the amount of $828,934.82

B. *Motion*: Accepting Minutes of Regular Meeting of December 8, 2015

C. *Motion*: Accepting improvements and authorizing the City Engineer to file a Notice of Completion for Traditions No. 6 Subdivision, City Project No. 1432

D. *Resolution*: Initiating proceedings for the formation of Hilmar Cheese Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-33

E. *Resolution*: Initiating proceedings for the formation of Taco Bell Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-34

F. *Resolution*: Initiating proceedings for the formation of Dust Bowl Brewery Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-35

G. *Motion*: Approving Amendment No. 2 to the agreement with The Shalleck Collaborative, Inc., in the amount of $822.50 for City Project No. 14-26A, "RFP Council Chamber Improvements"

H. *Resolution*: Authorizing the closure of Soderquist Road, between Fulkerth Road and West Canal Drive, beginning Friday, January 29, 2016, and ending Sunday, January 31, 2016, with closure times as specified in an approved traffic control plan, in support of the Turlock Swap Meet event at the Stanislaus County Fairgrounds

I. 1. *Motion*: Approving a Professional Services Agreement between the City of Turlock and West Yost Associates for the preparation of the 2015 Urban Water Management Plan in an amount not to exceed $81,840, (Non-General Fund 420-52-550.43320 "Special Services/Projects")

2. *Resolution*: Appropriating $81,840 to account number 420-52-530.43320 "Special Services/Projects" to be funded from Water Enterprise Fund 420 Operating Reserves to fully fund the 2015 Urban Water Management Plan preparation

J. 1. *Motion*: Approving the services agreement between the City of Turlock and New World Systems for implementation and training services for Contract Accounting software

2. *Resolution*: Appropriating $6,400 to account number 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for New World Systems Contract Accounting software implementation and training services

K. *Resolution*: Adopting the 2016 City Council Meeting Schedule

6. FINAL READINGS

A. ***Recommended Action:***
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 as introduced at the December 12, 2015 meeting

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 as introduced at the December 12, 2015 meeting

B. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches as introduced at the December 12, 2015 meeting

Ordinance: Amending Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees as introduced at the December 12, 2015 meeting

7. PUBLIC HEARINGS

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

A. Request 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. (*Gomez*)

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

B. Request to confirm a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results; Request Mayor and City Council conduct public hearing confirming that no protests have been received – close hearing and adopt the two resolutions below; Request to call a Special, Mailed-Ballot Election respecting Proposed Annexation No. 23 to existing Community Facilities District No. 2; and Request to Declare the results of Mailed-Ballot Election respecting Proposed Annexation No. 23 to Community Facilities District No. 2 (Services Mitigation) and ordering annexation. *(Whitmore)*

Recommended Action:
Confirmation: City Clerk confirms: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results (Project Planner to prompt and facilitate these steps)

Public Hearing: Mayor and City Council conduct public hearing confirming that no protests have been received – close hearing and adopt the two resolutions below

Resolution: Calling a Special, Mailed-Ballot Election respecting Proposed Annexation No. 23 to existing Community Facilities District No. 2 (Services Mitigation)

Resolution: Declaring the results of Mailed-Ballot Election respecting Proposed Annexation No. 23 to Community Facilities District No. 2 (Services Mitigation) and ordering annexation

8. SCHEDULED MATTERS:

A. Request to determine Phase I of the Turlock Municipal Airport Runway 12/30 Widening Project is exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and that the project is categorically excluded from the provisions of NEPA, pursuant to FAA Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance (310e); and authorize the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Phase I, Runway 12/30 Widening Project. (*Van Guilder*)

Recommended Action:
Resolution: Determining that the Phase I of the Turlock Municipal Airport Runway 12/30 Widening Project is Exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and determining the project is categorically excluded from the provisions of NEPA, pursuant to FAA Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance (310e)

Resolution: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Phase I, Runway 12/30 Widening Project

9. NON-AGENDA ITEMS:

The Brown Act generally prohibits any action or discussion of items not on the posted agenda. However, there are three specific situations in which a legislative body can act on an item not on the agenda:
1) When a majority decides there is an "emergency situation" (as defined for emergency meetings).
2) When two-thirds of the members present (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action "came to the attention of the local agency subsequent to the agenda being posted." This exception requires a degree of urgency. Further, an item cannot be considered under this provision if the legislative body or the staff knew about the need to take immediate action before the agenda was posted. A "new" need does not arise because staff forgot to put an item on the agenda or because an applicant missed a deadline.
3) When an item appeared on the agenda of, and was continued from, a meeting held not more than five days earlier.

A legitimate immediate need can be acted upon even though not on the posted agenda by following a two-step process. First, make two determinations: (a) that there is an immediate need to take action and (b) that the need arose after the posting of the agenda. The matter is then "placed on the agenda." Second, discuss and act on the added agenda item.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. 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.

12. CLOSED SESSION

A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."
Potential Case(s): (1 case)

B. Conference with Real Property Negotiators, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."
Property: 1030 East Avenue, Turlock, CA (APN No. 043-050-016-000)
Agency Negotiator: Michael Cooke
Negotiating Parties: Manuel Lima (Turlock Columbian Properties Incorporated)
Under Negotiation: Price and terms of payment

C. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)
"*For purposes of this section, litigation shall be considered pending when any of the following circumstances exist… Litigation, to which the local agency is a party, has been initiated formally."*
Name of Case: County of Stanislaus v. City of Modesto, City of Turlock; Modesto Garbage Co., Inc.; and Does 1 through 100, inclusive

13. ADJOURNMENT

2A

IN RECOGNITION OF

TURLOCK UNIFIED SCHOOL DISTRICT
ON-TRACK TRANSITION PROGRAM

WHEREAS, the On-Track Special Education Program is a progressive program designed to support the special needs of students ages 18 to 22 within the Turlock Unified School District; and

WHEREAS, participating students receive vocational training, independent living skills, community based instruction, and practical academic education; and

WHEREAS, the program provides services to approximately 18 to 20 students with various challenges; and

WHEREAS, the On-Track program was developed several years ago to offer the additional support/service to students in need; and

WHEREAS, the On-Track program has partnered with several local businesses, including the City of Turlock at City Hall, to offer students vocational experience and training; and

WHEREAS, this opportunity to work in local businesses allows students to acquire the necessary skills to prepare for adulthood; and

WHEREAS, the On-Track program each year graduates the most hard-working, dedicated, loving, and caring group of adults ready for the "real world."

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 On-Track transition program and urge all citizens to support the exceptional On-Track students and On-Track program needs.

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 12th day of January, 2016.

_____

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

The Transportation Development Act and the Unmet Transit Needs Process

A Presentation to the City of Turlock City Council
from the Stanislaus Council of Governments

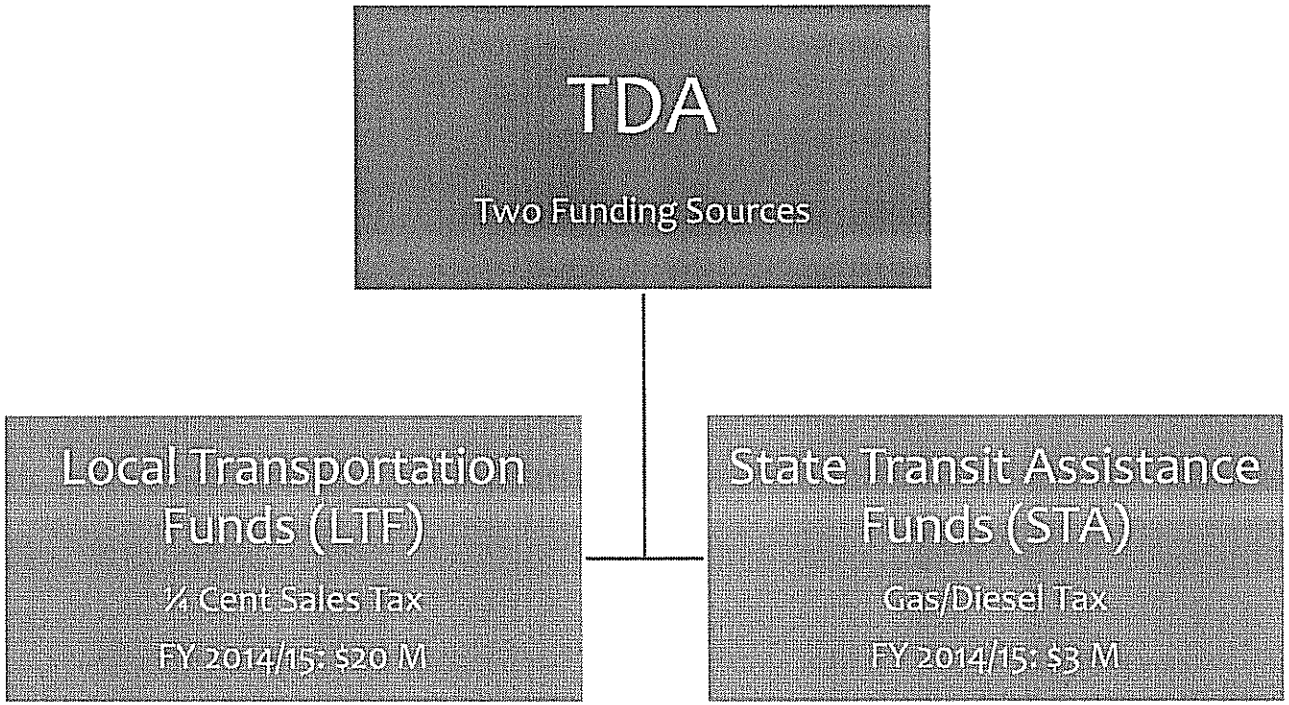
StanCOG
Stanislaus Council Of Governments

January 12, 2016

Stanislaus Council of Governments (StanCOG)

- Joint Powers Authority with representatives from each City and the County
- Serves as the Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) for the Stanislaus region

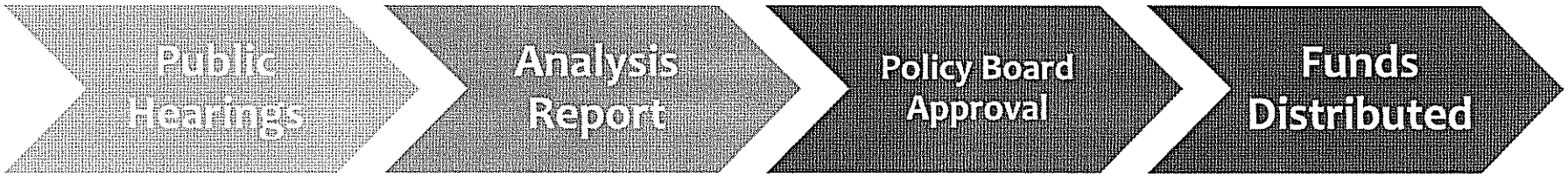
StanCOG and the TDA



StanCOG's TDA Responsibilities

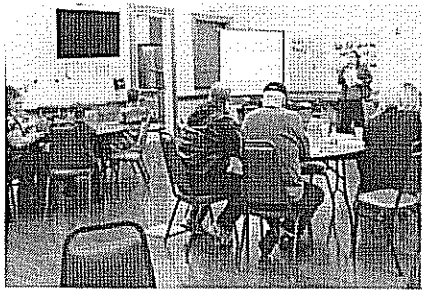
- Every Five Years:
  - Define "Unmet Transit Need" and "Reasonable to Meet"
- Annually:
  - Conduct at Least 1 Public Hearing
  - Prepare Unmet Transit Needs Identification and Analysis Report
  - Resolve "Unmet Transit Needs" that Are "Reasonable to Meet" before LTF Used for Non-Transit Purposes

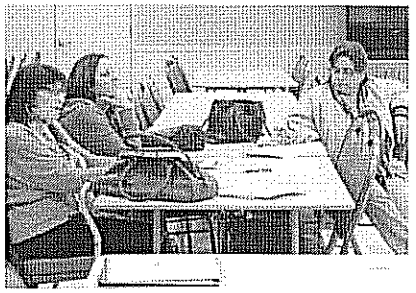
Unmet Transit Needs Process



Unmet Transit Needs Process

Public Hearings → Analysis Report → Policy Board Approval → Funds Distributed





Public Hearing Schedule

Wednesday
October 21, 2015
6pm
StanCOG Policy Board
1111 I Street, Suite 308
Modesto, CA

Thursday
November 12, 2015
6pm – 7pm
Hammon Senior Center
1033 W. Las Palmas
Patterson, CA

Tuesday
December 15, 2015
6pm – 7pm
Gene Bianchi Community Center
110 S. 2nd Avenue
Oakdale, CA

Tuesday
January 19, 2016
6pm – 7pm
Ceres Community Center
2701 4th Street
Ceres, CA

Questions or Comments?

Regina Valentine

Associate Planner

(209) 525-4644

rvalentine@stancog.org

StanCOG

Stanislaus Council Of Governments

PUBLIC TRANSIT HEARINGS

Does public transit meet your needs?

SHARE YOUR TRANSIT IDEAS WITH US AT A PUBLIC HEARING LISTED BELOW!

WEDNESDAY
OCTOBER 21, 2015
6:00 PM
StanCOG Policy Board
1111 I Street, Suite 308
Modesto, CA

THURSDAY
NOVEMBER 12, 2015
6PM – 7PM
Hammon Senior Center
1033 W. Las Palmas
Patterson, CA

TUESDAY
DECEMBER 15, 2015
6PM – 7PM
Gene Bianchi
Community Center
110 S 2nd Avenue
Oakdale, CA

TUESDAY
JANUARY 19, 2016
6PM – 7PM
Ceres Community Center
2701 4th Street
Ceres, CA

Spanish translation services will be provided

Submit comments/questions to:

Regina Valentine, Associate Planner
rvalentine@stancog.org
1111 I Street, Suite 308
Modesto, CA 95354
(209) 525-4644

StanCOG
Stanislaus Council of Governments

www.StanCOG.org/Unmet-Transit-Needs.shtm

AUDIENCIAS ABIERTAS AL PÚBLICO SOBRE TRANSPORTE COLECTIVO

¿Cubrimos sus necesidades de transporte?

¡Comparta sus Ideas de Transporte Público con Nosotros!

miércoles
21 de octubre del 2015
6:00 pm
Reunión del Comité de Políticas Salón de Directorio del StanCOG
1111 I Street, Suite 308
Modesto, CA

jueves
12 de noviembre del 2015
6pm – 7pm
Centro para Tercera Edad Hammon
1033 W. Las Palmas
Patterson, CA

martes
15 de diciembre del 2015
6pm – 7pm
Centro Comunitario Gene Bianchi
110 S 2nd Avenue
Oakdale, CA

martes
19 de enero del 2016
6pm – 7pm
Centro Comunitario Ceres
2701 4th Street
Ceres, CA

Se ofrecerá servicio de traducción al español

Háganos llegar sus comentarios/preguntas a:

Regina Valentine, Associate Planner
rvalentine@stancog.org
1111 I Street, Suite 308
Modesto, CA 95354
(209) 525-4644

StanCOG
Stanislaus Council Of Governments

www.StanCOG.org/Unmet-Transit-Needs.shtm

2E

PLANNING COMMISSION

Appoint to Term(s) Expiring:

1 term expired 12/31/15

12/31/19

4 Applicants:

Donald Babadalir

Jim Reape

Michael Foster

Geoff Powers

Current Planning Commission
Seven Member, Four-Year Terms
Two Alternate Member, Two-Year Terms
(Member Term Limit: 12 consecutive years or end of term in which 12-year period falls)
(Alt. Member Term Limit: 4 consecutive years or end of term 4-year period falls)

	Appointed	Reappointed	Term Expires
Eric Gonsalves	1/13/15	---	12/31/18
Elvis Dias	5/12/15	---	12/31/18
VACANT	---	---	12/31/19
Soraya Fregosi	1/11/05	12/2/08 1/8/13	12/31/16
Jeanine Bean	1/1/04	10/28/08 1/8/13	12/31/16
Victor Pedroza	01/14/14	---	12/31/17
Nick Hackler	1/13/09	12/09/09 01/14/14	12/31/17

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MAY 12 2015
Office of the City Clerk

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

CITY OF TURLOCK INC. 1908

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ **Parks, Arts & Recreation Commission**

__X__ **Planning Commission**

_____ ***Development Collaborative Advisory Committee***

_____ **Stanislaus County Airport Advisory Committee**

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

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

_____ **Other**_____

==========

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

Name: Donald Babadalir

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: Same

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

How long have you lived in Turlock? 2001

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

_____

Occupation: Personal Trainer/Nutritionist

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): Bachelor's Degree, Political Science Major, Pre-Law and Public Administration focus; Minors in Public Administration and Speech Communication

Employment Highlights: Personal & Business Banker (~5 years); Personal Trainer (~7 years); Nutritionist (~4 years); Self-Employed Small Business Owner in the field of health and fitness along with experience collaborating with other medical professionals (doctors, nurses, chiropractors, physical therapists, etc.)

Prior Public Service, if any: Frequently attending or viewing (i.e. via online recordings) city council meetings as well as following developments on the planning commission.

Present and past community activities and organizations: Campaigned for a seat on the Turlock City Council (2014 election); Masons For Mitts (community service program through the F&AM where we raise funds to purchase equipment/gear for youths so that they can participate in team sports and develop good habits rather than we dragged into bad groups or behaviors; Child ID (program through the F&AM that involves fingerprinting babies and youth and implementing their information in a database so that they have a better chance at being found by authorities in the unfortunate event that they go missing); etc.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I learn fast and can work with a team effectively in order to find the best solutions that provide the most amount of success for all parties involved; I studied political science and along with it, how laws and public policy work; My life experience has shown me the practical/realistic side of politics. I essentially have what it takes to make informed decisions that will benefit the city and everyone in general. In other words, I have a good combination of textbook smarts, common sense, and life experience.

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

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

Please return to:

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

Signature

5/12/15
Date

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

RECEIVED
NOV 24 2015
Office of the City Clerk

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ **Stanislaus County Airport Advisory Committee**

__2__ **Parks, Recreation & Community Commission**

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

__1__ **Planning Commission**

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

__3__ **Development Collaborative Advisory Committee**

_____ **Other**_____

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

Name: Michael Foster

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 2 years, 6 months.

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

Occupation: Pharmaceutical Sales Representative (Daiichi-Sankyo).

Business Address: _____ Zip Code: _____

Michael Foster

Work Experience:

*Pharmaceutical Sales Rep.,Daiichi Sankyo,*Modesto,Ca (April 2015-Present)

- Launch Movantik within the Modesto,Ca Territory.
- Achieve target quotas with all products across the entire portfolio.
- Promote Brands and achieve market share.
- Lead team strategy, access, and tactic meetings.
- Ranked in Pacific Northwest Top Ten Territories across multiple weeks/quarters.

*Pharmaceutical Sales Rep.,Quintiles/Takeda,*Modesto,Ca (September 2014-April 2015)

- Promote products within specified geographical region.
- Achieve target quotas with all products across the entire portfolio.
- Lead team meeting to facilitate strategy, targeting, and goal tracking.
- Achieved 134% to quota in first quarter in the field.
- Facilitated cross functional team brand strategy and product promotion.

Territory Sales Rep., UniFirst Corporation, Stockton, California (August 2013-Present)

- Mange a geographical database that includes thousands of prospects.
- Earned $90,000 in revenue for company within first 6 months.
- Achieve target financial quotas on a quarterly basis.
- Present to decision makers within target organizations.
- Facilitate the effective and efficient use or marketing efforts within territory.

Manager Trainee, Enterprise Rent-A-Car, Modesto, California (March 2013-August 2013)

- Conduct marketing activities in local target markets to secure new business.
- Achieve sales quota for insurance products.
- Track store accounts receivable, accounts payable, and income levels.
- Act as a liaison between insurance agents, customers, and auto repair facilities.

Grass Roots Director, Berryhill State Senate, Stockton, California (June 2012- November 2012)

- Supervised a team of 14 RPDs.
- Organized targeted messages and presentations to reach target market.
- Managed a ground operation that reached 90,000 doors.
- Assisted in creating campaign copy for use in market implementation.
- Performed all human resources functions including hiring, training, and development.

Food Preparation Operator, In-N-Out Burger, Turlock, California, (June of 2005-July 2011)

- Meet company goals and specific target sales within store's community.
- Mange stations in order to foster teamwork and proper safety procedures are intact.
- Handle thousands of dollars in cash transfers to and from customers.

Education: C.S.U. Stanislaus Bachelor of Science and Bachelor of Arts, *summa cum laude* (2012)
Majors: Business Administration (concentration Marketing) and Economics
G.P.A.: 3.87 cumulative

Honors: Member of honor societies including Phi Kappa Phi, Beta Gamma Sigma, and Omicron Delta Epsilon. Recognized for papers on Central Valley Entrepreneurship and agricultural marketing and was awarded $8,000 in scholarships from Foster Farms and Boyett Petroleum.

Computer Skills: Proficient in *Insight, Veeva, Cyrus Mobile Data Tracking, Microsoft Word, Microsoft Power Point*, and *Microsoft Excel* software.

Interests: I enjoy reading, writing, traveling, football, currency collecting, and martial arts.

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

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

RECEIVED
DEC 7 2015
City of Turlock
Administrative Services

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ **Parks, Recreation & Community Commission**

__Y__ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

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

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

_____ **Other**_____

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

Name: Jim Reape

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 25 years

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

Occupation: Family Nurse Practitioner / Physician Assistant

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): UC Davis: FNP/PA
MJC: RN

Employment Highlights: US Air Force 1986-92, Emanuel Medical Center 1992-2001, Family Medical Group 2001 - current

Prior Public Service, if any: Mayors Economic Development Council, Turlock Active Transportation Community Action Team

Present and past community activities and organizations: Turlock Running Club
Denair Sports Boosters President for 5 years.
Turlock youth Soccer Coach for 10 years
Salvation Army Kettle Drive, Race Committee

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? In family practice, we serve citizens of all demographics. Understanding their issues and concerns is vital to providing good care. Turlock will benefit from the relationships I have developed and my commitment to thoughtful community planning and smart growth.

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT. For personal references please contact Victor Pedroza, Elvis Diaz, Nick Hacker, Kellie Weaver, Michael Cooke or Curt Andre

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

Please return to:

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

Signature

12-7-15
Date

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

RECEIVED
OFFICE OF THE CITY CLERK
ADMINISTRATION
DEC 17 2015
Office of the
City Clerk

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CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ **Parks, Arts & Recreation Commission**

__X__ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

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

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

_____ **Other**_____

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

Name: Geoff Powers

Address: _____ Zip Code: ____
Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 7 Years

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

Occupation: General Manager of Cal Mill & P&F Builders

Business Address: _____ Zip Code. _____

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

Employment Highlights: Since becoming General Manager of Cal Mill I have been able to grow the company which in turn has added required me to add 4 more full time employees over the past 3 years. Other Highlights include my involvement in a large dog food project in Ripon, CA and bring state of the art automated packaging equipment to a project here in Turlock.

Prior Public Service, if any: I have coached several youth sports teams (softball and soccer)

Present and past community activities and organizations: I donate a lot of my time to Turlock Christian Schools fund raising and I am just starting to get involved with ACT (Advancing Children of Turlock)

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Having worked in the Project Management and Contracting / Building Industry for the past 10 years I believe that I bring a good view for the struggles that contractors have with new projects. I believe that I could help bridge the gap between public policy and the difficulties that contractors have with building projects to help bring everyone together and have strong successful projects that meet the City of Turlock's vision.

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

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156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110

Geoff Powers
Signature

12/17/2015
Date

2F

PARKS, ARTS & RECREATION COMMISSION

	Appoint to Term(s) Expiring:
1 term vacated 11/02/15	12/31/18
1 term expired 12/31/15	12/31/18

2 Applicants:

Nicole Larson
Michael Foster

Parks, Arts & Recreation Commission

(Seven Member, Three-Year Terms)

(Term Limit: 9 consecutive years or end of term in which 9-year period falls)

	Appointed	**Reappointed**	**Term Expires**
VACANT	---	---	12/31/18
VACANT	---	---	12/31/18
Larry Yeakel	7/10/12	5/27/14	12/31/16
Lakneshia Ann Diaz	7/10/12	5/27/14	12/31/16
Hannah Noonan	1/13/15	---	12/31/17
Brent Bohlender	1/24/12	1/13/15	12/31/17
Michelle Morse	4/28/15	---	12/31/17

APR 2 2015

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

OFFICE OF THE CITY CLERK
ADMINISTRATION

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CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

✓ **Parks, Arts & Recreation Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

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

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

_____ **Other**_____

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

Name: Nicole Larson

Address: _____ _____ Zip Code: _____

Telephone: Home: (_____) _____ Work: (_____) _____

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

How long have you lived in Turlock? 20 years

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

Occupation: Full-Time Stanislaus State Student

Business Address: _____ Zip Code: _____
Education (highest school year complete, degrees, etc.): _____

Class of 2013, Turlock High School (G.E.D)

Employment Highlights: ASI Board of Directors, Director of Athletics for Stanislaus State Member of CSU Stanislaus Parking Advisory Committee.

Prior Public Service, if any: Volunteer for Local Sports Camps through Monte-Vista Chapel (2014) and Stanislaus State (2014-2015). Feeding Homeless through local Churches.

Present and past community activities and organizations: Won Distinguished Young Woman (Junior Miss) of Turlock (2013). Part of CSU Stanislaus Women's Soccer Team. ASI Board of Directors. Part of Honors Society at

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? As Director of Athletics for CSU Stanislaus the partnership between College Programing and the City's would be more integrated. I am also a product of Turlock's youth programming such as youth baseball, softball, and soccer.

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Turlock, CA 95380
(209) 668-5540, Ext. 1110

Signature

4-1-15
Date

Nicole Christine Larson

OBJECTIVE:	Seeking a position from a organization that is seeking a dedicated, eloquent, and quick-learning individual who advocates and organizes for a specific constituency.
EDUCATION:	
2013	Turlock High School Graduate GPA: 3.67 AP and Honors courses
2013 - Present	CSU Stanislaus Student Criminal Justice Major concentrating in Legal Studies Honors Program
Fall 2014	GPA: 3.85
WORK EXPERIENCE:	
2008 - Present	**Referee (soccer)** CYSA, TYSA, Local school districts, Turlock California Center referees under 18 boy and girl soccer games
2012	**Sports Day Camp Counsellor** Monte Vista Chapel Turlock, California Assisted in various day-to-day tasks
2014 - Present	**Cold Stone Creamery Crew Member** Monte Vista Crossing Turlock, California Prepared ice-cream, customer service, operated register
ACTIVITIES:	
2013 - Present	CSU Stanislaus Women's Soccer team
2014 - Present	ASI Director of Athletics
2015 - Present	CSU Stanislaus Parking Advisory Committee
2015 - Present	CSU Stanislaus Instructionally Related Activity Committee
ACHIEVEMENTS:	
2012	Won Most Inspirational, MVP, and First Team all-league from THS Varsity soccer.
2013	Won Most Distinguished Young Woman of Turlock (Junior Miss)
2015	CSU Stanislaus Dean's List
SKILLS:	Computer Skills: Microsoft Word, PowerPoint, 10 key Public Speaking: Speech and debate, ASI committees Leadership: ASB Secretary of high school, ASI Board of Directors Graphic designs: free hand, and computer generated
REFERENCES:	Brandon Demers, Manager of Cold Stone Creamery Shellie Santos, Principal of Wakefield Elementary. Gabriel Bolton, CSU Stanislaus W Soccer Coach.

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

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__2__ **Parks, Recreation & Community Commission**

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

__1__ **Planning Commission**

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

__3__ **Development Collaborative Advisory Committee**

_____ **Other**_____

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

Name: Michael Foster

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 2 years, 6 months.

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

Occupation: Pharmaceutical Sales Representative (Daiichi-Sankyo).

Business Address: _____ Zip Code: _____

Michael Foster

Work Experience:

*Pharmaceutical Sales Rep.,Daiichi Sankyo,*Modesto,Ca (April 2015-Present)

- Launch Movantik within the Modesto,Ca Territory.
- Achieve target quotas with all products across the entire portfolio.
- Promote Brands and achieve market share.
- Lead team strategy, access, and tactic meetings.
- Ranked in Pacific Northwest Top Ten Territories across multiple weeks/quarters.

*Pharmaceutical Sales Rep.,Quintiles/Takeda,*Modesto,Ca (September 2014-April 2015)

- Promote products within specified geographical region.
- Achieve target quotas with all products across the entire portfolio.
- Lead team meeting to facilitate strategy, targeting, and goal tracking.
- Achieved 134% to quota in first quarter in the field.
- Facilitated cross functional team brand strategy and product promotion.

Territory Sales Rep., UniFirst Corporation, Stockton, California (August 2013-Present)

- Mange a geographical database that includes thousands of prospects.
- Earned $90,000 in revenue for company within first 6 months.
- Achieve target financial quotas on a quarterly basis.
- Present to decision makers within target organizations.
- Facilitate the effective and efficient use or marketing efforts within territory.

Manager Trainee, Enterprise Rent-A-Car, Modesto, California (March 2013-August 2013)

- Conduct marketing activities in local target markets to secure new business.
- Achieve sales quota for insurance products.
- Track store accounts receivable, accounts payable, and income levels.
- Act as a liaison between insurance agents, customers, and auto repair facilities.

Grass Roots Director, Berryhill State Senate, Stockton, California (June 2012- November 2012)

- Supervised a team of 14 RPDs.
- Organized targeted messages and presentations to reach target market.
- Managed a ground operation that reached 90,000 doors.
- Assisted in creating campaign copy for use in market implementation.
- Performed all human resources functions including hiring, training, and development.

Food Preparation Operator, In-N-Out Burger, Turlock, California, (June of 2005-July 2011)

- Meet company goals and specific target sales within store's community.
- Mange stations in order to foster teamwork and proper safety procedures are intact.
- Handle thousands of dollars in cash transfers to and from customers.

Education: C.S.U. Stanislaus Bachelor of Science and Bachelor of Arts, *summa cum laude* (2012)
Majors: Business Administration (concentration Marketing) and Economics
G.P.A.: 3.87 cumulative

Honors: Member of honor societies including Phi Kappa Phi, Beta Gamma Sigma, and Omicron Delta Epsilon. Recognized for papers on Central Valley Entrepreneurship and agricultural marketing and was awarded $8,000 in scholarships from Foster Farms and Boyett Petroleum.

Computer Skills: Proficient in *Insight, Veeva, Cyrus Mobile Data Tracking, Microsoft Word, Microsoft Power Point,* and *Microsoft Excel* software.

Interests: I enjoy reading, writing, traveling, football, currency collecting, and martial arts.

3B6

Garner Reynolds
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5590 ext 4407 | FAX 209-668-5695

DATE: December 14, 2015

TO: Mayor and Councilmembers

FROM: Garner Reynolds, Regulatory Affairs Manager

SUBJECT: Advisory Notice for 1, 2, 3 Trichloropropane

Per the Safe Drinking Water Act, every five years the U.S. Environmental Protection Agency (EPA) issues a list of no more than 30 unregulated contaminants that must be tested and reported by public water systems. This is referred to as the Unregulated Contaminant Monitoring Rule (UCMR) and the results serve as information the EPA uses to develop future regulatory decisions.

Unregulated contaminants do not have a maximum contaminant level (MCL) and notification levels are advisory in nature and not enforceable standards. The sampling for the third UCMR(3) in September 2014, showed Well 8 exceeded the EPA notification level on one of the unregulated contaminants, 1,2,3 Trichloropropane (1,2,3 TCP). The notification level of 1, 2, 3 TCP is 0.005 µg/L and the sample result was 0.074 µg/L. While Well 8 exceeded the notification level, **the distribution system sampling did not have any detection of 1, 2, 3 TCP**.

The results were brought to the attention of our state regulator at the time who did not require any action. Recently, we were assigned a new regulator, and we brought the same information to his attention, who in response required us to notify our governing body. The information regarding 1, 2, 3 TCP will also be included in the 2015 Water Quality Annual Report which is distributed to all water customers throughout the City.

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 11/19/15 IN THE AMOUNT OF $1,657,407.92; DEMANDS OF 11/26/15 IN THE AMOUNT OF $356,246.43; DEMANDS OF 12/3/15 IN THE AMOUNT OF $828,934.82	}	**RESOLUTION NO. 2016-**

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:
11/19/15	$1,657,407.92
11/26/15	$356,246.43
12/3/15	$828,934.82

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, 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: 11/13/2015 - To Payment Date: 11/19/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
104710	11/16/2015	Open			Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$190,033.77		
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$190,033.77			
104711	11/17/2015	Open			Utility Management Refund	AZEVEDO, ISABEL	$276.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$34.20			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$44.38			
	420 - WATER			420.11000 (Cash)		$197.42			
104712	11/17/2015	Open			Utility Management Refund	BRANDSTATER, TOM	$255.89		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$255.89			
104713	11/17/2015	Open			Utility Management Refund	CARDENAS, SERGIO, ALONZO	$127.72		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$127.72			
104714	11/17/2015	Open			Utility Management Refund	HOLT, JACQUELINE	$125.32		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$125.32			
104715	11/17/2015	Open			Utility Management Refund	KADAM, SIDDHESH	$260.80		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$260.80			
104716	11/17/2015	Open			Utility Management Refund	KAN, ELAINE	$117.10		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$117.10			
104717	11/17/2015	Open			Utility Management Refund	LANDLORD'S PROPERTY MANAGEMENT	$156.92		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$156.92			
104718	11/17/2015	Open			Utility Management Refund	NEVAREZ, ELIAS	$83.73		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$83.73			
104719	11/17/2015	Open			Utility Management Refund	PADILLA, ALBERT, KEALOHA	$66.10		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$66.10			
104720	11/17/2015	Open			Utility Management Refund	PALLIOS PROPERTIES	$86.72		

5D-1

Payment Register

From Payment Date: 11/13/2015 - To Payment Date: 11/19/2015

	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$86.72	
104721	11/17/2015	Open		Utility Management Refund	REY VILLASANA, YVETTE, N		$138.10
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$138.10	
104722	11/17/2015	Open		Utility Management Refund	TACHEFF, SEAN		$232.08
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$232.08	
104723	11/17/2015	Open		Utility Management Refund	THOMAS, TANYA, L		$144.41
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$144.41	
104724	11/17/2015	Open		Utility Management Refund	VALLARINE, ALAN		$164.05
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$164.05	
104725	11/17/2015	Open		Utility Management Refund	VETH, GERTRUD		$284.40
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$284.40	
104726	11/17/2015	Open		Utility Management Refund	VIEIRA, STACIE		$225.21
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$225.21	
104727	11/19/2015	Open		Accounts Payable	3T EQUIPMENT CO INC		$3,502.50
	Paying Fund		Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$3,502.50	
104728	11/19/2015	Open		Accounts Payable	4LEAF INC		$2,619.55
	Paying Fund		Cash Account			Amount	
	405 - Building		405.11000 (Cash)			$2,619.55	
104729	11/19/2015	Open		Accounts Payable	A & A PORTABLES INC		$202.57
	Paying Fund		Cash Account			Amount	
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)			$122.81	
	246 - Landscape Assessment		246.11000 (Cash)			$79.76	
104730	11/19/2015	Open		Accounts Payable	AIRGAS NCN		$845.89
	Paying Fund		Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$845.89	
104731	11/19/2015	Open		Accounts Payable	ALL VALLEY SMOG INC		$99.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$74.25	
	502 - Engineering		502.11000 (Cash)			$24.75	
104732	11/19/2015	Open		Accounts Payable	ASBURY ENVIRONMENTAL SERVICES		$506.00
	Paying Fund		Cash Account			Amount	

Payment Register

From Payment Date: 11/13/2015 - To Payment Date: 11/19/2015

	217 - Streets - Gas Tax	217.11000 (Cash)			$506.00
104733	11/19/2015 Open		Accounts Payable	AT&T/SBC	$33.28
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$33.28
104734	11/19/2015 Open		Accounts Payable	BONANDER TRUCKS	$137.46
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$137.46
104735	11/19/2015 Open		Accounts Payable	BUREAU VERITAS NO AMERICA	$13,795.00
	Paying Fund	Cash Account			Amount
	405 - Building	405.11000 (Cash)			$13,795.00
104736	11/19/2015 Open		Accounts Payable	CA BLDG STANDARDS COMMS	$709.00
	Paying Fund	Cash Account			Amount
	405 - Building	405.11000 (Cash)			$709.00
104737	11/19/2015 Open		Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	$2,550.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,550.00
104738	11/19/2015 Open		Accounts Payable	CENTRAL SANITARY SUPPLY	$535.28
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$535.28
104739	11/19/2015 Open		Accounts Payable	CENTRAL VALLEY CONCRETE	$385.71
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$385.71
104740	11/19/2015 Open		Accounts Payable	CHARTER COMMUNICATIONS	$558.99
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$49.99
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$55.00
	501 - Information Technology	501.11000 (Cash)			$454.00
104741	11/19/2015 Open		Accounts Payable	CINCINNATI LIFE INS INC	$824.22
	Paying Fund	Cash Account			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$824.22
104742	11/19/2015 Open		Accounts Payable	CITY OF TURLOCK - CASH	$416.06
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$338.80
	266 - Police Services Grants	266.11000 (Cash)			$15.38
	270 - Recreation Grants	270.11000 (Cash)			$33.36
	502 - Engineering	502.11000 (Cash)			$28.52
104743	11/19/2015 Open		Accounts Payable	CMTA	$75.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$75.00
104744	11/19/2015 Open		Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$355,521.88
	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$355,521.88

Payment Register

From Payment Date: 11/13/2015 - To Payment Date: 11/19/2015

104745	11/19/2015	Open	Accounts Payable	COUNTRY FORD TRUCKS INC	$52.50
	Paying Fund		Cash Account		Amount
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$52.50
104746	11/19/2015	Open	Accounts Payable	DELTA WIRELESS & NETWORK	$1,153.79
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,153.79
104747	11/19/2015	Open	Accounts Payable	DEPT OF CONSERVATION	$2,411.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$2,537.90
	405 - Building		405.11000 (Cash)		($126.90)
104748	11/19/2015	Open	Accounts Payable	DLT SOLUTIONS LLC	$4,646.85
	Paying Fund		Cash Account		Amount
	502 - Engineering		502.11000 (Cash)		$4,646.85
104749	11/19/2015	Open	Accounts Payable	ECONOMIC & PLANNING INC	$3,640.58
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$3,640.58
104750	11/19/2015	Open	Accounts Payable	EDWARDS, TROY J	$2,476.80
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$2,476.80
104751	11/19/2015	Open	Accounts Payable	FASTENAL COMPANY INC	$511.37
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$511.37
104752	11/19/2015	Open	Accounts Payable	FIRST TRANSIT INC	$47,407.07
	Paying Fund		Cash Account		Amount
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$14,544.59
	426 - Transit - Fixed Route		426.11000 (Cash)		$32,862.48
104753	11/19/2015	Open	Accounts Payable	GARTON TRACTOR INC	$133.00
	Paying Fund		Cash Account		Amount
	205 - Sports Facilities		205.11000 (Cash)		$133.00
104754	11/19/2015	Open	Accounts Payable	GCR TIRES & SERVICE	$539.36
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$539.36
104755	11/19/2015	Open	Accounts Payable	GRAINGER INC, W W	$1,254.22
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$127.57
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,126.65
104756	11/19/2015	Open	Accounts Payable	HACH COMPANY	$8,546.11
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$8,546.11
104757	11/19/2015	Open	Accounts Payable	HD SUPPLY WATERWORKS LTD	$2,086.95
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$2,086.95
104758	11/19/2015	Open	Accounts Payable	HILMAR READY MIX	$710.34

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	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$610.79
	420 - WATER	420.11000 (Cash)			$99.55
104759	11/19/2015 Open		Accounts Payable	INDEPENDENT ELECTRIC INC	$90.24
	Paying Fund	Cash Account			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$90.24
104760	11/19/2015 Open		Accounts Payable	INTERWEST CONSULTING GROUP INC	$13,106.30
	Paying Fund	Cash Account			Amount
	405 - Building	405.11000 (Cash)			$13,106.30
104761	11/19/2015 Open		Accounts Payable	IPMA-CCC	$120.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$120.00
104762	11/19/2015 Open		Accounts Payable	J A MOMANEY SERVICES INC	$301.35
	Paying Fund	Cash Account			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$301.35
104763	11/19/2015 Open		Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$143.26
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$143.26
104764	11/19/2015 Open		Accounts Payable	KEY SEAL PRODUCTS INC	$325.20
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$325.20
104765	11/19/2015 Open		Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	$1,344.36
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,344.36
104766	11/19/2015 Open		Accounts Payable	MISSION LINEN SUPPLY INC	$3,258.04
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$740.45
	205 - Sports Facilities	205.11000 (Cash)			$115.23
	217 - Streets - Gas Tax	217.11000 (Cash)			$86.40
	246 - Landscape Assessment	246.11000 (Cash)			$323.29
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,313.54
	420 - WATER	420.11000 (Cash)			$263.66
	505 - Fleet	505.11000 (Cash)			$415.47
104767	11/19/2015 Open		Accounts Payable	NAPA AUTO PARTS	$77.53
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$6.44
	420 - WATER	420.11000 (Cash)			$71.09
104768	11/19/2015 Open		Accounts Payable	NATIONAL METER & AUTOMATION INC	$5,721.47
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$5,721.47
104769	11/19/2015 Open		Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$65.72

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	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$65.72
104770	11/19/2015 Open		Accounts Payable	OREILLY AUTO PARTS	$1.38
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1.38
104771	11/19/2015 Open		Accounts Payable	OWEN EQUIPMENT SALES	$20,546.64
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$20,546.64
104772	11/19/2015 Open		Accounts Payable	P G & E	$14,053.49
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$4,472.64
	217 - Streets - Gas Tax	217.11000 (Cash)			$7.84
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,510.36
	426 - Transit - Fixed Route	426.11000 (Cash)			$3,359.56
	505 - Fleet	505.11000 (Cash)			$4,703.09
104773	11/19/2015 Open		Accounts Payable	PACIFIC STORAGE COMPANY	$646.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$585.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$61.00
104774	11/19/2015 Open		Accounts Payable	PATRIAS ELEC CONT, DARRAL	$572.85
	Paying Fund	Cash Account			Amount
	302 - Street Light Installation	302.11000 (Cash)			$572.85
104775	11/19/2015 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$350.17
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			($8.34)
	205 - Sports Facilities	205.11000 (Cash)			$227.73
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$61.81
	420 - WATER	420.11000 (Cash)			$68.97
104776	11/19/2015 Open		Accounts Payable	R & B COMPANY	$447.72
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$447.72
104777	11/19/2015 Open		Accounts Payable	RANDIK PAPER CO	$1,723.28
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,723.28
104778	11/19/2015 Open		Accounts Payable	ROMEO MEDICAL CLINIC	$792.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$86.00
	205 - Sports Facilities	205.11000 (Cash)			$99.00
	217 - Streets - Gas Tax	217.11000 (Cash)			$26.00
	405 - Building	405.11000 (Cash)			$115.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$229.00
	420 - WATER	420.11000 (Cash)			$237.00
104779	11/19/2015 Open		Accounts Payable	SAFE-T-LITE CO INC	$7,964.19

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$7,964.19
104780	11/19/2015 Open		Accounts Payable	SCOTTS PPE RECON	$1,825.76
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,825.76
104781	11/19/2015 Open		Accounts Payable	SHAPE INC	$1,511.06
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,511.06
104782	11/19/2015 Open		Accounts Payable	SIERRA CHEMICAL CO	$4,696.60
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,696.60
104783	11/19/2015 Open		Accounts Payable	SIERRA NEVADA CONSTR INC	$99,281.40
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$99,281.40
104784	11/19/2015 Open		Accounts Payable	SIMILE CONSTRUCTION SERVICES, INC	$78,471.26
	Paying Fund	Cash Account			Amount
	240 - Small Equipment Replacement	240.11000 (Cash)			$78,471.26
104785	11/19/2015 Open		Accounts Payable	STANTEC CONSULTING INC	$15,223.00
	Paying Fund	Cash Account			Amount
	401 - Airport	401.11000 (Cash)			$15,223.00
104786	11/19/2015 Open		Accounts Payable	T I D	$174,111.56
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$9,999.81
	216 - Streets - Local Transportation	216.11000 (Cash)			$26,943.86
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$16,166.80
	420 - WATER	420.11000 (Cash)			$121,001.09
104787	11/19/2015 Open		Accounts Payable	TARGET SOLUTIONS INC	$3,995.00
	Paying Fund	Cash Account			Amount
	265 - Fire Department Grants	265.11000 (Cash)			$3,995.00
104788	11/19/2015 Open		Accounts Payable	TEICHERT CONSTRUCTION INC	$146,827.39
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$146,827.39
104789	11/19/2015 Open		Accounts Payable	TEICHERT CONSTRUCTION INC	$98,691.29
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$98,691.29
104790	11/19/2015 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$200,000.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$200,000.00
104791	11/19/2015 Open		Accounts Payable	TURLOCK UMPIRE GROUP	$1,320.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,320.00
104792	11/19/2015 Open		Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE	$70.00

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$70.00
104793	11/19/2015 Open		Accounts Payable	UNITED SAMARITANS FDT INC	$3,490.32
	Paying Fund	Cash Account			Amount
	255 - CDBG	255.11000 (Cash)			$3,490.32
104794	11/19/2015 Open		Accounts Payable	UNIVAR USA INC	$3,687.47
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,687.47
104795	11/19/2015 Open		Accounts Payable	US BANK-VISA	$75,439.37
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$33,505.96
	116 - Special Public Safety	116.11000 (Cash)			$653.08
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$220.56
	205 - Sports Facilities	205.11000 (Cash)			$4,498.90
	216 - Streets - Local Transportation	216.11000 (Cash)			$694.21
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,081.46
	225 - Transportation Tax	225.11000 (Cash)			$1,422.85
	240 - Small Equipment Replacement	240.11000 (Cash)			$489.18
	246 - Landscape Assessment	246.11000 (Cash)			$4,805.09
	255 - CDBG	255.11000 (Cash)			$377.71
	266 - Police Services Grants	266.11000 (Cash)			$472.34
	270 - Recreation Grants	270.11000 (Cash)			$1,288.27
	301 - Capital Improvements	301.11000 (Cash)			$1,000.04
	405 - Building	405.11000 (Cash)			$102.30
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$14,330.47
	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)			$312.46
	420 - WATER	420.11000 (Cash)			$6,585.63
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$87.60
	426 - Transit - Fixed Route	426.11000 (Cash)			$1,291.02
	501 - Information Technology	501.11000 (Cash)			$198.14
	502 - Engineering	502.11000 (Cash)			$2,022.10
104796	11/19/2015 Open		Accounts Payable	VERIZON WIRELESS	$609.83
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$26.56
	405 - Building	405.11000 (Cash)			$96.40
	502 - Engineering	502.11000 (Cash)			$486.87
104797	11/19/2015 Open		Accounts Payable	VISION SERVICE PLAN CA	$5,734.20
	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$5,734.20
104798	11/19/2015 Open		Accounts Payable	ZALREICH CHEMICAL CO INC	$17,746.90
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$17,746.90
104799	11/19/2015 Open		Accounts Payable	ZEE MEDICAL SERVICE CO	$66.67
	Paying Fund	Cash Account			Amount

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	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$66.67	
104800	11/19/2015	Open	Accounts Payable	GOVERNMENT FINANCE OFFICERS ASSOCIATION		$522.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$522.00	
104801	11/19/2015	Open	Accounts Payable	LOPEZ, LUIS L		$270.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$270.00	
104802	11/19/2015	Open	Accounts Payable	NICHOLAS, ANNA		$500.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$500.00	
Type Check Totals:			93 Transactions			$1,657,407.92

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	$1,657,407.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	93	$1,657,407.92	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	$1,657,407.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	93	$1,657,407.92	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**93**	**$1,657,407.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**93**	**$1,657,407.92**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**93**	**$1,657,407.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**93**	**$1,657,407.92**	**$0.00**

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
104803	11/23/2015	Open			Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$87,839.24		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$87,839.24		
104804	11/23/2015	Open			Accounts Payable	FARIA, JAMIE	$142.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$142.00		
104805	11/23/2015	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$439.13		
104806	11/24/2015	Open			Utility Management Refund	BHATIA, AMARJEET	$264.19		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$264.19		
104807	11/24/2015	Open			Utility Management Refund	KELLEY, JASON	$230.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$0.84		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$0.96		
	420 - WATER			420.11000 (Cash)			$228.20		
104808	11/24/2015	Open			Utility Management Refund	OCHOA TEHADA, DIANA	$93.92		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$93.92		
104809	11/24/2015	Open			Utility Management Refund	PRESTON, JANELL	$236.69		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$236.69		
104810	11/24/2015	Open			Utility Management Refund	ROWE, JEFFERY	$135.49		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$135.49		
104811	11/24/2015	Open			Utility Management Refund	SHEPHERD, JAMES, R	$78.76		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$78.76		
104812	11/24/2015	Open			Utility Management Refund	SINGH, HARSIMREN	$18.90		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$18.90		
104813	11/24/2015	Open			Accounts Payable	AT & T	$31.74		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$31.74		

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104814	11/24/2015	Open	Accounts Payable	AT&T MOBILITY	$46.51
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$46.51
104815	11/24/2015	Open	Accounts Payable	CALIF CAD SOLUTIONS INC	$3,300.00
	Paying Fund		Cash Account		Amount
	501 - Information Technology		501.11000 (Cash)		$3,300.00
104816	11/24/2015	Open	Accounts Payable	CALIF DEPT OF TRANS	$624.65
	Paying Fund		Cash Account		Amount
	216 - Streets - Local Transportation		216.11000 (Cash)		$624.65
104817	11/24/2015	Open	Accounts Payable	CAROLLO ENGINEERS	$3,519.59
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$3,519.59
104818	11/24/2015	Open	Accounts Payable	CDW LLC	$1,225.90
	Paying Fund		Cash Account		Amount
	242 - Computer Replacement		242.11000 (Cash)		$1,225.90
104819	11/24/2015	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	$425.85
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$425.85
104820	11/24/2015	Open	Accounts Payable	CHARTER COMMUNICATIONS	$249.98
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$92.48
	420 - WATER		420.11000 (Cash)		$42.50
	501 - Information Technology		501.11000 (Cash)		$115.00
104821	11/24/2015	Open	Accounts Payable	CLARK PEST CONTROL INC	$3,639.00
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$469.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,895.00
	420 - WATER		420.11000 (Cash)		$275.00
104822	11/24/2015	Open	Accounts Payable	DAVID KEITH TODD CONSULTING ENGINEERS	$12,399.75
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$12,399.75
104823	11/24/2015	Open	Accounts Payable	DELL MARKETING LP	$1,045.79
	Paying Fund		Cash Account		Amount
	242 - Computer Replacement		242.11000 (Cash)		$1,045.79
104824	11/24/2015	Open	Accounts Payable	DENALI WATER SOLUTIONS	$44,391.60
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$44,391.60
104825	11/24/2015	Open	Accounts Payable	ECONOMIC & PLANNING INC	$2,647.50
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,647.50
104826	11/24/2015	Open	Accounts Payable	FASTENAL COMPANY INC	$199.10
	Paying Fund		Cash Account		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$63.25

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	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$135.85	
104827	11/24/2015	Open	Accounts Payable	FEDERAL EXPRESS		$453.48
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$272.16	
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$16.08	
	255 - CDBG		255.11000 (Cash)		$22.32	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$17.32	
	420 - WATER		420.11000 (Cash)		$125.60	
104828	11/24/2015	Open	Accounts Payable	GCR TIRES & SERVICE		$35.00
	Paying Fund		Cash Account		Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)		$35.00	
104829	11/24/2015	Open	Accounts Payable	GEOANALYTICAL LAB INC		$20,197.04
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$18,471.64	
	420 - WATER		420.11000 (Cash)		$1,725.40	
104830	11/24/2015	Open	Accounts Payable	GRAINGER INC, W W		$251.70
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$15.03	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$236.67	
104831	11/24/2015	Open	Accounts Payable	HELPSYSTEMS LLC		$1,651.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,651.00	
104832	11/24/2015	Open	Accounts Payable	HILMAR LUMBER INC		$601.93
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$601.93	
104833	11/24/2015	Open	Accounts Payable	HSQ INC		$2,339.70
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,339.70	
104834	11/24/2015	Open	Accounts Payable	ITRON INC		$2,243.17
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$2,243.17	
104835	11/24/2015	Open	Accounts Payable	KLEINFELDER INC		$1,311.25
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$1,311.25	
104836	11/24/2015	Open	Accounts Payable	MADRUGA BROS ENT INC		$427.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$332.50	
	255 - CDBG		255.11000 (Cash)		$3.50	
	405 - Building		405.11000 (Cash)		$3.50	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$45.50	
	420 - WATER		420.11000 (Cash)		$24.50	
	502 - Engineering		502.11000 (Cash)		$17.50	
104837	11/24/2015	Open	Accounts Payable	MAGIC SANDS MOBILE HOME PARK		$311.97

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	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$311.97
104838	11/24/2015 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1,016.10
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$660.49
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$123.10
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$140.89
	420 - WATER	420.11000 (Cash)			$43.05
	502 - Engineering	502.11000 (Cash)			$48.57
104839	11/24/2015 Open		Accounts Payable	MULBERRY MOBILE PARK	$216.68
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$216.68
104840	11/24/2015 Open		Accounts Payable	NAPA AUTO PARTS	$36.46
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$26.82
	255 - CDBG	255.11000 (Cash)			$6.44
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$3.20
104841	11/24/2015 Open		Accounts Payable	NELSON\ NYGAARD CONSULTING ASSOCIATES INC	$15,886.56
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$15,886.56
104842	11/24/2015 Open		Accounts Payable	NESTLE WATERS NORTH AMERICA	$413.89
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$63.30
	246 - Landscape Assessment	246.11000 (Cash)			$63.30
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$287.29
104843	11/24/2015 Open		Accounts Payable	NEXT LEVEL PARTS INC	$136.64
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$47.24
	217 - Streets - Gas Tax	217.11000 (Cash)			$84.87
	420 - WATER	420.11000 (Cash)			$4.53
104844	11/24/2015 Open		Accounts Payable	NITRO SOFTWARE, INC	$1,614.10
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,057.50
	405 - Building	405.11000 (Cash)			$83.49
	502 - Engineering	502.11000 (Cash)			$473.11
104845	11/24/2015 Open		Accounts Payable	P G & E	$102.49
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$102.49
104846	11/24/2015 Open		Accounts Payable	PRICE FORD OF TURLOCK INC	$1,359.68
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,359.68
104847	11/24/2015 Open		Accounts Payable	ROLFE CONSTRUCTION	$188.70

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	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$188.70
104848	11/24/2015 Open		Accounts Payable	SAFETY-KLEEN CORPORATION	$148.80
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$148.80
104849	11/24/2015 Open		Accounts Payable	SIEMENS INDUSTRY INC	$330.00
	Paying Fund	Cash Account			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$330.00
104850	11/24/2015 Open		Accounts Payable	SIERRA CHEMICAL CO	$2,348.30
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,348.30
104851	11/24/2015 Open		Accounts Payable	SMITH CHEVROLET CO INC	$351.52
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$351.52
104852	11/24/2015 Open		Accounts Payable	ST. FRANCIS ELECTRIC, INC.	$6,030.00
	Paying Fund	Cash Account			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$6,030.00
104853	11/24/2015 Open		Accounts Payable	SUNGARD PUBLIC SECTOR INC	$61,991.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$61,991.00
104854	11/24/2015 Open		Accounts Payable	TAYLOR BACKHOE SERVICE, INC.	$41,894.49
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$41,894.49
104855	11/24/2015 Open		Accounts Payable	TID	$13,385.18
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$13,385.18
104856	11/24/2015 Open		Accounts Payable	UNIVAR USA INC	$4,006.68
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,006.68
104857	11/24/2015 Open		Accounts Payable	VINE & SONS INC, ER	$1,706.95
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$368.85
	205 - Sports Facilities	205.11000 (Cash)			$42.94
	217 - Streets - Gas Tax	217.11000 (Cash)			$492.71
	246 - Landscape Assessment	246.11000 (Cash)			$50.27
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$123.30
	420 - WATER	420.11000 (Cash)			$79.59
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$13.62
	426 - Transit - Fixed Route	426.11000 (Cash)			$514.71
	502 - Engineering	502.11000 (Cash)			$20.96
104858	11/24/2015 Open		Accounts Payable	WALLACE KUHL & ASSOCIATES	$2,844.00
	Paying Fund	Cash Account			Amount
	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)			$2,844.00

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104859	11/24/2015	Open	Accounts Payable	WEST STEEL & PLASTIC	$1,397.56
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,397.56	
104860	11/24/2015	Open	Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,918.11
	Paying Fund		Cash Account	Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)	$2,918.11	
104861	11/24/2015	Open	Accounts Payable	WESTFORK ESTATES	$511.02
	Paying Fund		Cash Account	Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)	$511.02	
104862	11/24/2015	Open	Accounts Payable	Cervenka , Neil	$192.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$192.00	
104863	11/24/2015	Open	Accounts Payable	Manica, Katie	$220.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$220.00	
104864	11/24/2015	Open	Accounts Payable	MUNGARAY, MICHAEL	$300.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$300.00	
104865	11/24/2015	Open	Accounts Payable	POLIS PREMIUM DISCOUNTS	$1,000.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$1,000.00	
104866	11/24/2015	Open	Accounts Payable	Santa Rosa Junior College	$51.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$51.00	
104867	11/24/2015	Open	Accounts Payable	TIMKO, DANIEL	$300.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$300.00	
104868	11/24/2015	Open	Accounts Payable	WALKER, SHAUN	$300.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$300.00	
Type Check Totals:			66 Transactions		$356,246.43

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	$356,246.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	66	$356,246.43	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	$356,246.43	$0.00
	Reconciled	0	$0.00	$0.00

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	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	66	$356,246.43	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	$356,246.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	66	$356,246.43	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	$356,246.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	66	$356,246.43	$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									
104869	12/03/2015	Open			Accounts Payable	A & A PORTABLES INC	$100.03		
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		$100.03			
104870	12/03/2015	Open			Accounts Payable	AFLAC	$5,181.55		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$5,181.55			
104871	12/03/2015	Open			Accounts Payable	AFLAC GROUP INSURANCE	$2,393.57		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,393.57			
104872	12/03/2015	Open			Accounts Payable	ALL VALLEY SMOG INC	$173.25		
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		$24.75			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$74.25			
	420 - WATER			420.11000 (Cash)		$74.25			
104873	12/03/2015	Open			Accounts Payable	AMERICAN MESSAGING	$28.96		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$28.96			
104874	12/03/2015	Open			Accounts Payable	AMERICAN MESSAGING	$156.16		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$156.16			
104875	12/03/2015	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$274.44		
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$274.44			
104876	12/03/2015	Open			Accounts Payable	ANDERSEN & ASSOCIATES, RALPH	$12,500.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$12,500.00			
104877	12/03/2015	Open			Accounts Payable	AT&T / CALNET 2	$924.51		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$522.12			
	112 - GF Reserve for Capital Purchases			112.11000 (Cash)		$402.39			
104878	12/03/2015	Open			Accounts Payable	AT&T INFO SYSTEM	$378.26		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$378.26			
104879	12/03/2015	Open			Accounts Payable	AT&T MOBILITY	$2,845.54		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,117.11			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$490.71			
	501 - Information Technology			501.11000 (Cash)		$196.22			

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	502 - Engineering	502.11000 (Cash)			$41.50
104880	12/03/2015 Open		Accounts Payable	BENDER ROSENTHAL, INC.	$5,370.52
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$5,370.52
104881	12/03/2015 Open		Accounts Payable	BILSON'S SPORT SHOP INC	$813.29
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$813.29
104882	12/03/2015 Open		Accounts Payable	CENTRAL SANITARY SUPPLY	$669.06
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$669.06
104883	12/03/2015 Open		Accounts Payable	CHAMPION INDUSTRIAL	$1,047.18
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$795.18
	501 - Information Technology	501.11000 (Cash)			$252.00
104884	12/03/2015 Open		Accounts Payable	CHARTER COMMUNICATIONS	$245.36
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$153.68
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$91.68
104885	12/03/2015 Open		Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$157,221.22
	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$157,221.22
104886	12/03/2015 Open		Accounts Payable	COMMUNITY VETERINARY CLIN	$474.63
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$369.63
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$100.00
	266 - Police Services Grants	266.11000 (Cash)			$5.00
104887	12/03/2015 Open		Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$430.50
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$430.50
104888	12/03/2015 Open		Accounts Payable	DELTA WIRELESS & NETWORK	$63,930.00
	Paying Fund	Cash Account			Amount
	116 - Special Public Safety	116.11000 (Cash)			$63,930.00
104889	12/03/2015 Open		Accounts Payable	EQUIFAX	$28.14
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$28.14
104890	12/03/2015 Open		Accounts Payable	FASTENAL COMPANY INC	$549.92
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$549.92
104891	12/03/2015 Open		Accounts Payable	GCR TIRES & SERVICE	$1,629.87
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,113.85
	217 - Streets - Gas Tax	217.11000 (Cash)			$35.00

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	420 - WATER		420.11000 (Cash)			$481.02
104892	12/03/2015	Open		Accounts Payable	GDR ENGINEERING INC	$2,646.00
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$2,646.00
104893	12/03/2015	Open		Accounts Payable	GOMES & SONS INC, JOE M	$11,255.91
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$5,621.03
	205 - Sports Facilities		205.11000 (Cash)			$187.93
	217 - Streets - Gas Tax		217.11000 (Cash)			$1,105.66
	246 - Landscape Assessment		246.11000 (Cash)			$992.60
	405 - Building		405.11000 (Cash)			$149.98
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$1,072.12
	420 - WATER		420.11000 (Cash)			$763.65
	425 - Transit - Dial-A-Ride		425.11000 (Cash)			$404.78
	426 - Transit - Fixed Route		426.11000 (Cash)			$800.25
	502 - Engineering		502.11000 (Cash)			$157.91
104894	12/03/2015	Open		Accounts Payable	HUB INT'L OF CA INS SVC	$1,088.24
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$1,088.24
104895	12/03/2015	Open		Accounts Payable	HUNTINGTON COURT REPORTER	$3,403.92
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$3,403.92
104896	12/03/2015	Open		Accounts Payable	INTELLI-TECHNOLOGIES AND SERVICES INC	$1,211.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$605.50
	501 - Information Technology		501.11000 (Cash)			$605.50
104897	12/03/2015	Open		Accounts Payable	KEENAN & ASSOCIATES	$18,750.00
	Paying Fund		Cash Account			Amount
	510 - Workers Compensation Ins		510.11000 (Cash)			$18,750.00
104898	12/03/2015	Open		Accounts Payable	KLEINFELDER INC	$710.00
	Paying Fund		Cash Account			Amount
	426 - Transit - Fixed Route		426.11000 (Cash)			$710.00
104899	12/03/2015	Open		Accounts Payable	KLEINFELDER INC	$2,544.25
	Paying Fund		Cash Account			Amount
	301 - Capital Improvements		301.11000 (Cash)			$2,544.25
104900	12/03/2015	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
104901	12/03/2015	Open		Accounts Payable	LEHIGH HANSON INC	$450.78
	Paying Fund		Cash Account			Amount

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	217 - Streets - Gas Tax	217.11000 (Cash)			$337.32
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$113.46
104902	12/03/2015 Open		Accounts Payable	LUCAS BUSINESS SYSTEMS	$3,051.80
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,299.47
	205 - Sports Facilities	205.11000 (Cash)			$66.62
	217 - Streets - Gas Tax	217.11000 (Cash)			$4.65
	246 - Landscape Assessment	246.11000 (Cash)			$4.65
	405 - Building	405.11000 (Cash)			$106.21
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$254.34
	420 - WATER	420.11000 (Cash)			$45.36
	501 - Information Technology	501.11000 (Cash)			$18.82
	502 - Engineering	502.11000 (Cash)			$251.68
104903	12/03/2015 Open		Accounts Payable	MME	$470.04
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$470.04
104904	12/03/2015 Open		Accounts Payable	MODESTO MACHINE WORKS INC	$652.03
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$652.03
104905	12/03/2015 Open		Accounts Payable	MODESTO SAND & GRAVEL INC	$3,000.00
	Paying Fund	Cash Account			Amount
	401 - Airport	401.11000 (Cash)			$3,000.00
104906	12/03/2015 Open		Accounts Payable	MOTION INDUSTRIES INC - CA82	$277.48
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$277.48
104907	12/03/2015 Open		Accounts Payable	NAPA AUTO PARTS	$161.16
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$161.16
104908	12/03/2015 Open		Accounts Payable	NEW WORLD SYSTEM CORP	$600.00
	Paying Fund	Cash Account			Amount
	240 - Small Equipment Replacement	240.11000 (Cash)			$600.00
104909	12/03/2015 Open		Accounts Payable	NEXT LEVEL PARTS INC	$72.73
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$56.83
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$15.90
104910	12/03/2015 Open		Accounts Payable	OMNI-MEANS INC	$10,299.90
	Paying Fund	Cash Account			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$10,299.90
104911	12/03/2015 Open		Accounts Payable	P G & E	$21.21
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$21.21
104912	12/03/2015 Open		Accounts Payable	PARK MD, VERNON G	$150.00
	Paying Fund	Cash Account			Amount

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	110 - General Fund	110.11000 (Cash)			$150.00
104913	12/03/2015 Open		Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$5,312.50
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$5,312.50
104914	12/03/2015 Open		Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$5,855.80
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$5,855.80
104915	12/03/2015 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$2,736.09
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$2,704.58
	420 - WATER	420.11000 (Cash)			$31.51
104916	12/03/2015 Open		Accounts Payable	PRESORT CTR STOCKTON INC	$12,657.27
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$4,219.09
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,219.09
	420 - WATER	420.11000 (Cash)			$4,219.09
104917	12/03/2015 Open		Accounts Payable	QUEST DIAGNOSTICS	$190.83
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$190.83
104918	12/03/2015 Open		Accounts Payable	SAFARILAND LLC	$6,785.76
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$6,785.76
104919	12/03/2015 Open		Accounts Payable	SAFE-T-LITE CO INC	$344.79
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$344.79
104920	12/03/2015 Open		Accounts Payable	SHELL FLEET PLUS	$519.78
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$390.27
	265 - Fire Department Grants	265.11000 (Cash)			$129.51
104921	12/03/2015 Open		Accounts Payable	SIERRA CHEMICAL CO	$8,696.60
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$8,696.60
104922	12/03/2015 Open		Accounts Payable	SOUTHERN CA RADAR LASER CERTIFICATION LABORATORY	$1,050.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,050.00
104923	12/03/2015 Open		Accounts Payable	STATE OF CALIFORNIA	$623.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$623.00
104924	12/03/2015 Open		Accounts Payable	STILES TRUCK BODY INC	$216.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$216.00

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104925	12/03/2015	Open	Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	$1,421.29
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$1,421.29
104926	12/03/2015	Open	Accounts Payable	T I D	$21,087.10
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$852.27
	205 - Sports Facilities		205.11000 (Cash)		$4,132.76
	216 - Streets - Local Transportation		216.11000 (Cash)		$13,588.16
	420 - WATER		420.11000 (Cash)		$619.87
	426 - Transit - Fixed Route		426.11000 (Cash)		$248.42
	505 - Fleet		505.11000 (Cash)		$1,645.62
104927	12/03/2015	Open	Accounts Payable	THOMSON WEST	$165.97
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$165.97
104928	12/03/2015	Open	Accounts Payable	TURLOCK CITY TOW INC	$227.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$27.00
	246 - Landscape Assessment		246.11000 (Cash)		$200.00
104929	12/03/2015	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	$400,000.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$400,000.00
104930	12/03/2015	Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$440.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$50.00
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$230.00
	266 - Police Services Grants		266.11000 (Cash)		$160.00
104931	12/03/2015	Open	Accounts Payable	UNION PACIFIC RAILROAD	$819.50
	Paying Fund		Cash Account		Amount
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$819.50
104932	12/03/2015	Open	Accounts Payable	UTILITY TELEPHONE, INC.	$795.79
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$795.79
104933	12/03/2015	Open	Accounts Payable	VERIZON WIRELESS	$882.19
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$882.19
104934	12/03/2015	Open	Accounts Payable	VETERINARY MED CTR INC	$60.00
	Paying Fund		Cash Account		Amount
	266 - Police Services Grants		266.11000 (Cash)		$60.00
104935	12/03/2015	Open	Accounts Payable	WALKER ASSOC INC, LARRY	$5,527.50
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$5,527.50
104936	12/03/2015	Open	Accounts Payable	WEST STEEL & PLASTIC	$107.63
	Paying Fund		Cash Account		Amount

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$107.63	
104937	12/03/2015 Open		Accounts Payable	WILLEY PRINTING CO		$3,116.83
	Paying Fund	Cash Account			Amount	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$3,116.83	
104938	12/03/2015 Open		Accounts Payable	ZALREICH CHEMICAL CO INC		$17,717.17
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$17,717.17	
104939	12/03/2015 Open		Accounts Payable	BOYD, ERIC		$300.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$300.00	
104940	12/03/2015 Open		Accounts Payable	CALIFORNIA ASSOCIATION OF TACTICAL TRAINERS		$427.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$427.00	
104941	12/03/2015 Open		Accounts Payable	CARNIVORE'S BBQ SANDWICH SHOP		$1,000.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,000.00	
104942	12/03/2015 Open		Accounts Payable	FBI-LEEDA Inc		$50.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$50.00	
104943	12/03/2015 Open		Accounts Payable	FREMMING, STEPHEN		$104.08
	Paying Fund	Cash Account			Amount	
	502 - Engineering	502.11000 (Cash)			$104.08	
104944	12/03/2015 Open		Accounts Payable	Hines, Kelly		$257.25
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$257.25	
104945	12/03/2015 Open		Accounts Payable	HIS TREE SERVICE		$770.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$770.00	
104946	12/03/2015 Open		Accounts Payable	JACOBS-HUNTER, KELLIE		$202.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$202.00	
104947	12/03/2015 Open		Accounts Payable	KOSMAS, GEORGE		$100.00
	Paying Fund	Cash Account			Amount	
	405 - Building	405.11000 (Cash)			$100.00	
104948	12/03/2015 Open		Accounts Payable	LAND, JENNIFER		$668.67
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$668.67	
104949	12/03/2015 Open		Accounts Payable	MURPHY, MIKE		$225.00
	Paying Fund	Cash Account			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$225.00	
104950	12/03/2015 Open		Accounts Payable	Police Executive Research Forum		$475.00
	Paying Fund	Cash Account			Amount	

City of Turlock

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	110 - General Fund	110.11000 (Cash)			$475.00	
104951	12/03/2015 Open		Accounts Payable	ROBINSON, LANA		$162.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$162.00	
104952	12/03/2015 Open		Accounts Payable	Silva, Robert		$500.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
104953	12/03/2015 Open		Accounts Payable	Singh, Pyara		$500.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
104954	12/03/2015 Open		Accounts Payable	Sungard Public Sector Users' Group Association		$195.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$195.00	
104955	12/03/2015 Open		Accounts Payable	TAYLOR, RICHARD		$225.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$225.00	
104956	12/03/2015 Open		Accounts Payable	Turlock Christian Life Center		$500.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
104957	12/03/2015 Open		Accounts Payable	TURLOCK DOWNTOWN PROPERTY OWNERS ASSN.		$308.67
	Paying Fund	Cash Account			Amount	
	602 - Downtown Improvement Project	602.11000 (Cash)			$308.67	
104958	12/03/2015 Open		Accounts Payable	WEAVER, KELLIE		$202.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$202.00	
104959	12/03/2015 Open		Accounts Payable	FARIA, JAMIE		$142.00
	Paying Fund	Cash Account			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$142.00	
104960	12/03/2015 Open		Accounts Payable	FRANCHISE TAX BOARD		$406.65
	Paying Fund	Cash Account			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$406.65	
104961	12/03/2015 Open		Accounts Payable	HOME DEPOT INC		$4,392.99
	Paying Fund	Cash Account			Amount	
	301 - Capital Improvements	301.11000 (Cash)			$4,392.99	
104962	12/03/2015 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:		94 Transactions				$828,934.82

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$828,934.82	$0.00

Payment Register

From Payment Date: 11/27/2015 - To Payment Date: 12/3/2015

	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	94	$828,934.82	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	0	$0.00	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$828,934.82	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	94	$828,934.82	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**94**	**$828,934.82**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**94**	**$828,934.82**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**0**	**$0.00**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**0**	**$0.00**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**94**	**$828,934.82**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**94**	**$828,934.82**	**$0.00**

5B

DECEMBER 8, 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 6:04 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

Mayor Soiseth introduced Make-A-Wish Recipient "Honorary Mayor Koran Rudd" who assisted Mayor Soiseth at the dais.

B. **SALUTE TO THE FLAG**

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

Item 2B was handled out of order.

B. Mayor Soiseth presented a Proclamation to the Pitman High School Band in recognition of being selected to perform at the National Invitational Band and Orchestra Festival on March 25, 2016 at Carnegie Hall. August Edwards spoke positively about the band and thanked the community for their support.

A. Mayor Soiseth provided a video presentation highlighting Make-A-Wish Recipient Koran Rudd's "Honorary Mayor for the Day" activities and presented a Proclamation to Koran in recognition of the Make-A-Wish Foundation and Koran's day. Mayor Soiseth recognized the donors and gracious volunteers who made the event possible, including mother Crystal Roberts, Make-A-Wish Foundation representatives Jennifer Stilo, Michele Flynn, Tricia Litts, Juliette Sanchez, and Andrew Rosenbaum, City of Turlock employees Bill Becker, Casey Cockrell, Matt Campos, Steven Morrison, Dan Louis, Maryn Pitt and Stacey Tonarelli, City of Turlock Vice Mayor Amy Bublak, and San Joaquin Valley Toy Train Operators, Inc. representatives Bill McLimans and Ed Cathcart. Make-A-Wish Sr. Director of Communications & Outreach Michele Flinn presented a plaque to Mayor Soiseth and City of Turlock in honor of their efforts. Additional comments in favor of the event were provided by the Bill McLimans of the San Joaquin Valley Toy Train Operator, Inc., City of Turlock employee Dan Louis, and City of Turlock Vice Mayor Bublak.

3. A. **SPECIAL BRIEFINGS**:

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
CSUS Student Government Relations Coordinator Maggie White provided information including the recent retirement announcement by CSUS President Joseph Sheley and subsequent process for the search for his replacement, a majority vote by CSUS students to raise campus fees in order to build a new student union, and the state funding request that will be submitted to Governor Brown.

DRAFT

B. STAFF UPDATES

1. Policy Goals and Implementation Plan updates were provided by:

   Development Services Director Mike Pitcock provided a current chart of the status of items contained in the Policy Goals and Implementation Plan. Mr. Pitcock specifically highlighted Item 6B –Traffic Calming Program adoption, Item 23 – GIS base map utilizing record documents, Item 28 – Prepare and adopt an update to the Housing Element of the General Plan, Items 30/31 – Prepare and update the Northwest Triangle Specific Plan (NWTSP), Item 38a – Update the Downtown Plan, Item 44 – Review and Update the Capital Facility Fee Program and Master Plan Fee Nexus Studies as needed, and Item 56 – Prepare a Downtown Parking Plan.

2. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including the Council Chamber Improvement project and Skatepark Improvement project.

3. Development Services Director Mike Pitcock provided a report on Traffic Calming including statistical information about the 9 requests that have been received for traffic calming and cost estimates for the implementation of various calming measures such as solar feedback signs as $4,000, speed humps as $11,000, and chicane as $10,000.

4. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt provided an update on the Business Incentive Program including program statistics since inception, that 94 full-time jobs and 83 part-time jobs have been created through the program, and the positive benefits of the application process. Vice Mayor Bublak presented a check in the amount of $1,000 to Richard Aziz of Carnivore Barbecue Sandwich Shop. Mr. Aziz noted he will be donating the $1,000 to his church and Sunday School. Ms. Pitt also noted that the City of Turlock was awarded a Kudos Recognition for job creation from the Partnership for the San Joaquin Valley.

5. Regulatory Affairs Manager Garner Reynolds provided an update on Water Conservation and Education activities including education and outreach, enforcement activity, conservation target information, water conservation, statistics on the top 1% water users in 2015, and conservation pricing options.

   Kimberlie Theis requested clarification that the statistics on the top 1% of water users were residential customers.

C. PUBLIC PARTICIPATION:

Friends of the Turlock Public Library representative Pat Portwood provided information and spoke regarding their new campaign to locate, fund and build a new public library in Turlock within the next 5 years, and their desire to form a team representing partnerships between local, city and county organizations, a specific request that a Councilmember and a Planning Commissioner join the team, and upcoming efforts to raise awareness and obtain commitments. Mayor Soiseth asked that an appointment to serve on the team be agendized for the next meeting.

Turlock Library Branch Manager Diane Bartlett provided information on upcoming programs and activities at the Turlock Library including finding the Grinch, Star Wars day, Teen Advisory Board, representative from Covered California providing assistance with obtaining insurance, and daily activities during winter break including an activity with Mayor Soiseth and family game day.

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

5. CONSENT CALENDAR:

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, 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. 2015-239** 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 No. 2015-240** 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 No. 2015-241** 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 No. 2015-242** 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 No. 2015-243** 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 No. 2015-244** 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 No. 2015-245** 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 No. 2015-246** 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 No. 2015-247** 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 No. 2015-248** 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 No. 2015-249** 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 No. 2015-250** 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 No. 2015-251** 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. **Resolution No. 2015-252** 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 No. 2015-253** 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 No. 2015-254** 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 No. 2015-255** 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 No. 2015-256** 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 No. 2015-257** 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
2. **Resolution No. 2015-258** 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 No. 2015-259** 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 No. 2015-260** 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 No. 2015-261** 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

A. Deputy Director of Development Services/Planning Manager Debbie Whitmore presented the staff report on the request to 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); reaffirm/confirm the City Zoning Code is adopted and operates under the principles of permissive zoning; 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.

Mayor Soiseth opened the public hearing.

"Jesse", Lindsey Sexton, Amandah Housewright, David Hillenga, Aaron Jenkins, Jo Jenkins, Lakisha Jenkins, Mike Theis, Naomi on behalf of her wife Allison Crawford, Kimberlie Theis, "Rex", Jared Worth, Crystal Roberts, and two anonymous people spoke against the ban for reasons including the benefits it provides to those suffering from cancer and other painful and debilitating ailments, the risks of using pharmaceutical drugs, that they are not using it to get high, the high cost of purchasing vs. growing it themselves, that it would jeopardize their ability to receive a safe product, the benefits of clinical distribution, the right for people to make their own health decisions, the transportation of cannabis not being safe in certain areas.

"Jesse" requested a workshop be held to discuss a solution to an outright ban on medical marijuana.

Michelle Morse, a social worker, spoke in favor of the ban for reasons including that many of her calls are drug related, many yards in this community have 100 plants, and the negative impact marijuana use has on families.

Patty Griffin noted her agreement for use through a bona fide doctor providing a prescription, but her opposition due to the negative consequences she has encountered by people who claim to be medical marijuana users.

Kevin Mendes inquired as to the need for added enforcement and associated costs. Chief Jackson responded.

Mayor Soiseth closed the public hearing.

Council discussion included the importance of preserving Turlock's best interest by maintaining local control, the possibility of holding a workshop at some time in the future, and the potential for future amendments to the Ordinance.

Action: **Resolution No. 2015-262** 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) 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

Resolution No. 2015-263 Reaffirming and confirming the City Zoning Code is adopted and operates under the principles of permissive zoning 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

DRAFT

Motion by Councilmember Jacob, seconded by Councilmember DeHart, introducing an 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 and setting the final reading for January 12, 2016. Motion carried 5/0 by the following vote:

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

Motion by Councilmember Jacob, seconded by Councilmember DeHart, introducing an 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 and setting the final reading for January 12, 2016. Motion carried 5/0 by the following vote:

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

Note: Upon introduction of the first 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" by Councilmember Jacob, Councilmember Nascimento requested a friendly amendment that would allow staff to work with members of the public to discuss allowance for personal use. Councilmember DeHart, Mayor Soiseth, and Councilmember Jacob indicated their agreement with holding a meeting for that purpose after the passage of the Ordinance as presented. Councilmember Nascimento withdrew his friendly amendment based upon their support for the meeting.

Make-A-Wish Recipient "Honorary Mayor Koran Rudd" stepped down from the dais.

Mayor Soiseth adjourned the meeting to take a short break at 8:20 p.m.

Mayor Soiseth readjourned the meeting at 8:29 p.m.

DRAFT

B. Councilmember DeHart and Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the 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.

Council and staff discussion included process, Ordinances and regulations already in place, safety concerns, ADA compliance, public education efforts, efforts by staff to work with property owners to make necessary repairs, and appreciation for all who were involved in the process.

Additional Council discussion included the Local Option Real Estate Transfer Disclosure Statement and requirements set forth in the proposed Ordinances.

Realtor Larry Rumbeck provided information about the disclosure statement including that the statement is not recorded, that documents are hurriedly completed, and that he did not want to take responsibility for the education component of the disclosure.

Mayor Soiseth opened the public hearing.

Realtor Scott Snyder spoke favorably about the process of working with Council regarding the issue and noted he is excited to see sidewalks improve.

Mayor Soiseth closed the public hearing.

Action: Motion by Councilmember Dehart, seconded by Councilmember Bublak, introducing an Ordinance Amending Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches and setting the final reading for January 12, 2016. Motion carried 5/0 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Bublak, introducing an Ordinance Amending Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees and setting the final reading for January 12, 2016. Motion carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

A. Parks, Recreation & Public Facilities Manager Allison Van Guilder presented the staff report on the request to provide direction on how to respond to duplicate requests to host a Farmers Market in downtown Turlock.

Council and staff discussion included confirmation there is no formal agreement with the operators of the current farmers market and past practice regarding street closure requests.

Mayor Soiseth asked for public comment.

Elizabeth Claes, Chair of Turlock Certified Farmers Market Board, spoke in favor of the existing farmers market, for reasons that the board has worked diligently over the last 6 years to build and conduct a vibrant market for the valuable citizens of Turlock.

Kevin Wang spoke in favor of the existing farmers market for reasons including the current market is vibrant and well attended, is one of the best things happening in Turlock, and concerns over an anti-business climate should the current market not be allowed to continue.

Amy Colnic spoke on behalf of her husband and in favor of the existing farmers market for reasons including it is a catalyst for positive changes, the farmers market has created a more livable community in Turlock, and urged the Council to make their decision based on merit to serve entire community.

Jessica Irish spoke in favor of current farmers market for reasons including it is not only a place to buy fruits and vegetables, but a way to meet others and engage in community, and the diverse background and experience of the board members. She also spoke regarding the educational component such as training interns to help with social media and providing an educational experience for visitors.

Steve Elliot who had submitted a speaker card yielded to next speaker due to late hour.

Ken Packwood of Packwood Farms spoke in favor of the current market for reasons including concerns over vendors leaving if there is a change in vendors, operating at two ends of the street, and the ability to supply local crops year round. In addition, Mr. Packwood asked Council to consider that first come, first served should apply to the market that has already established itself and that Councilmembers not have any conversation with anyone who is involved.

Brett Carol spoke on behalf of Philip Garone and Theresa Bergman in favor of the existing farmers market for reasons including the fantastic change that has taken place in Turlock since 2009 when the market was reestablished in Turlock as a result of the events, activities, and community that has been established.

Brandon Follett, initial manager for the Turlock Certified Farmers Market and current treasurer, spoke regarding the importance of establishing a process for handling duplicate requests for a street closure of the same location and day of the week, including defining "first come, first served," adopting a proposal process based on longevity and merit, establishing a RFP process that would ensure that in the event of a conflict City staff could evaluate the requests against a set of pre-established criteria consisting of longevity and merit, including the amount of years the group and/or event has operated within the City, the length of time the group has held the particular street closure in question, the capability of the parties involved and the potential community impact such as certifications, established financial growth and solvency, business development and growth, vendor relations, community outreach and relations, education, and overall community impact. Additionally, Mr. Follett spoke in favor of the existing market for reasons including their 7 years of experience and 6 seasons of running a successful and growing farmers market in Turlock.

Vendor and Turlock Certified Farmers Market Board Member George Kapor spoke in favor of the existing farmers market for reasons including their diverse and dedicated board and that the market has become a destination for other communities.

Mike Warda spoke regarding Mr. Follett's previous comments including the important factors of policy development, meeting with all involved parties, and standards.

Jeani Ferrari, Turlock Certified Farmers Market Charter Board Member, spoke in favor of the existing farmers market for reasons including it being a place where community gathers, their efforts over the years to develop a successful Saturday market, savvy board, use of student interns, non-profit status, numerous local partnerships that have been established throughout the community, activities and educational events held at the market, vendor standards, and their commitment to provide local and seasonal produce.

Jars of Delicious vendor Cheree Hill, spoke in favor of the existing market for reasons including the quality of the current market and the importance of having a process that will draw and keep vendors.

Soraya Fregosi, Turlock citizen and City of Turlock Planning Commissioner spoke in favor of the existing farmers market for reasons including the benefits it provides to the Turlock community such as revitalization of the downtown area, an upswing in families activities, and the efforts that have been put into building a successful market.

Mayor Soiseth closed public comment.

Councilmember Bublak moved to direct staff to develop a Farmers Market Request for Proposal process. Councilmember Bublak encouraged all who are interested to submit an RFP.

Council discussion included development of a request for proposal (RFP) process, why another application would even be considered based upon the work that has already been put into establishing the current market, the importance of fairness, the benefits of competition and concerns over creating a monopoly,

Councilmember Jacob seconded the motion for development of the RFP process.

Additional discussion included future event development concerns over an established group being asked to compete to retain their event, level of City involvement with the market, benefits of the competitive proves, and the need for an established criteria with the ability to weigh in about the merits of events.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, Directing staff to develop a Farmers Market Request for Proposal (RFP) process.. Motion carried 4/1 by the following vote:

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

B. Mayor Soiseth noted Councilmember DeHart's request to remove this item, "Rescinding Resolution No. 88-130 and adopting a new Resolution revising Neighborhood Street Tree Themes and Options," from the agenda and refer it back to the Tree Maintenance/Sidewalk Repair Programs Ad Hoc Committee.

C. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the 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.

Councilmember Bublak thanked the City Attorney for her work on this project.

City Attorney Norton noted a request from Turlock Gospel Mission Representative Chris Kiriakou to modify the errors and omission portion of the agreement regarding insurance requirements and a request that the audit required in the agreement be conducted on a calendar year basis rather than a fiscal year basis.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, 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. Motion carried 5/0 by the following vote:

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

Resolution No. 2015-264 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 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

D. Development Services Director Mike Pitcock presented the staff report on the 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.

Councilmember Nascimento stepped down from the dais.

Mayor Soiseth asked for public comment.

Milt Trieweiler noted his concern that these vehicles do produce greenhouse gas emissions.

Council and staff discussion included that there are no zero emission F-250's available and that Ford CNG pickups are not available in the F150 model.

Mayor Soiseth closed public comment.

Action: Motion by Councilmember Jacob, seconded by Councilmember DeHart, 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. Motion carried 4/1, with Councilmember Nascimento absent, by the following vote:

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

Resolution No. 2015-265 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 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 4/1, with Councilmember Nascimento absent, by the following vote:

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

E. Development Services Director Mike Pitcock presented the staff report on the request to approve the transfer of ownership of two (2) Orion VII 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."

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

Councilmember Nascimento returned to the dais.

Action: **Resolution No. 2015-266** Approving the transfer of ownership of two (2) Orion VII 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 was introduced by Councilmember DeHart, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Jacob, 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." Motion carried 5/0 by the following vote:

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

F. Development Services Director Mike Pitcock presented the staff report on the 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.

Council and staff discussion included design guidelines being included in the current agreement.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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 carried 5/0 by the following vote:

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

Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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. Motion carried 5/0 by the following vote:

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

G. Development Services Director Mike Pitcock presented the staff report on the 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.

Council and staff discussion included funding source for the acquisition.

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

Action: **Resolution No. 2015-267** 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 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

H. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the 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.
Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed public comment.

Action: **Resolution No. 2015-268** Authorizing three (3) full-time firefighter positions to Department 30-300 "Fire-Operations" 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

I. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the 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.

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

Action: **Resolution No. 2015-269** 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 was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

Non-Agenda Item 8J:

J. Interim City Manager Michael Cooke presented the staff report on the request to appropriate $200,000 to 110-10-112.51185 "Public Safety Facility Emergency Repair" funded by an appropriation of $200,000 to 111-10-114.48001_249 "Transfers Out-Public Safety Facility Emergency Repair" from Fund 111 "General Fund Restricted Reserve" reserve balance for emergency water damage repairs at the Public Safety Facility and declare that an emergency situation exists at the Public Safety Facility due to significant water damage caused by a broken water pipe on December 8, 2015 and acknowledging the reasons justifying why this situation is an emergency and will not permit a delay resulting from a competitive solicitation for bids, pursuant to Resolution 2010-028 (requires 4/5ths vote).

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

Action: **Resolution No. 2015-270** Appropriating $200,000 to 110-10-112.51185 "Public Safety Facility Emergency Repair" funded by an appropriation of $200,000 to 111-10-114.48001_249 "Transfers Out-Public Safety Facility Emergency Repair" from Fund 111 "General Fund Restricted Reserve" reserve balance for emergency water damage repairs at the Public Safety Facility 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

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Authorizing the Mayor or Interim City Manager to execute any necessary agreements or any other documents related to the emergency. Motion carried 5/0 by the following vote:

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

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Affirming that the reasons set forth herein are sufficient to justify that the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. Motion carried 5/0 by the following vote:

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

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Mayor Soiseth commented about the great Christmas Parade held on December 4, 2015 and the phenomenal efforts of Parks, Recreation & Public Facilities Director Allison Van Guilder's team.

Mayor Soiseth noted his desire for collaboration on all events when multiple parties want to do an event at same time and requested that Parks, Recreation & Public Facilities Director Allison Van Guilder extend an invitation to all involved in the farmers market issue to have the City serve as mediator to try and combine both requests to make it one great event.

Mayor Soiseth also noted tonight's meeting as being the first meeting with Interim City Manager Michael Cooke.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember DeHart, to adjourn at 10:23 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5c

Council Synopsis

January 12, 2016

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements and authorizing the City Engineer to file a Notice of Completion for Traditions No. 6 Subdivision, City Project No. 1432

2. DISCUSSION OF ISSUE:

All City of Turlock standard and conditioned improvements for Traditions No. 6 have been completed. With City Council's authorization, the City Engineer will file a Notice of Completion with the Stanislaus County Recorders Office.

3. BASIS FOR RECOMMENDATION:

A) The Subdivision Map Act and City Ordinances require that the City Council authorize the City Engineer to file a Notice of Completion following completion of all required construction.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

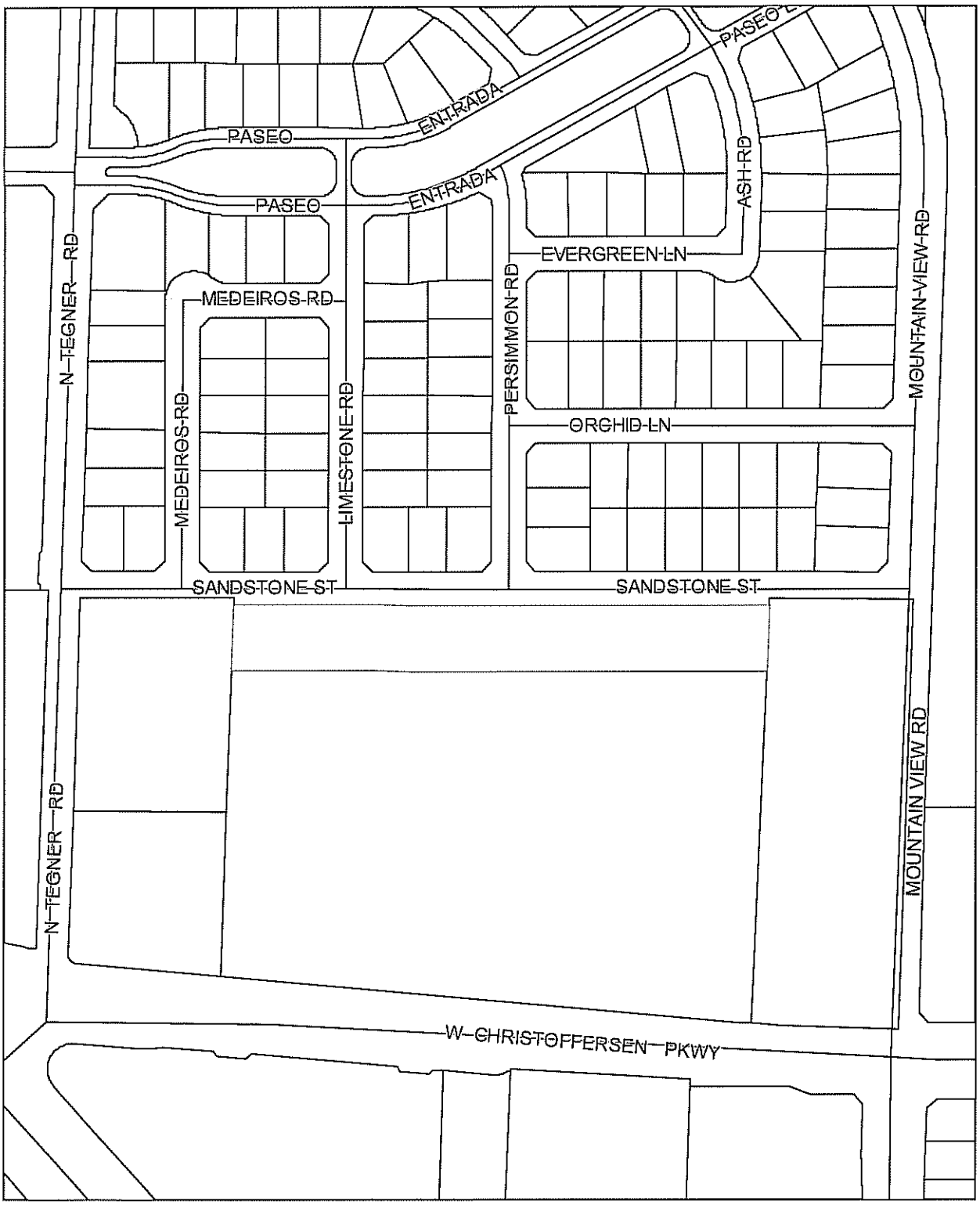
6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

1. Reject authorizing the City Engineer to file a Notice of Completion. This is not recommended by City Staff as the work has been completed and accepted.

LOCATION MAP
for
Traditions No. 6



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. 1432
TRADITIONS NO. 6 SUBDIVISION

Notice is hereby given that work on the above-referenced project located at 2920 Sandstone Street, was completed by the undersigned agency on January 12, 2016. The contractor of work is Fitzpatrick Homes –Traditions, LLC, 4216 Kiernan Avenue, Suite #205, Modesto, CA 95356 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 January 13, 2016 at Turlock, California, Stanislaus County

5D

Council Synopsis

January 12, 2016

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for the formation of Hilmar Cheese Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-33

2. DISCUSSION OF ISSUE:

This item initiates the formation of a Landscaping and Lighting Assessment District and a Street Maintenance Benefit Assessment Area for the Hilmar Cheese facility located on the South side of W. Canal Drive between N. Washington Road and Fransil Lane.

The purpose of the assessment district is to ensure that new development pays for its maintenance and operation costs associated with streetlights, public landscaping maintenance, street sweeping, and future slurry seals. By forming this district it will allow the development to be built and not financially impact the city with increased maintenance costs associated with the streets, lighting and landscaping.

3. BASIS FOR RECOMMENDATION:

A. Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping foliage, street light repair, and street maintenance or repair.

B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on city street lighting, street sweeping, street slurry seals, and landscaping so as to not affect existing city funds.

Policy Goal and Implementation Plan Initiative:

Policy Goal #6: Intelligent, Planned, Managed Growth

General Principles:

2. Managed growth requires the development of detailed financial strategies to insure that growth adds to the health and well-being of the community without placing an unfinanced service burden on the City and its residents and businesses.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None at this time. Fiscal impacts will be outlined at the 2nd meeting of the formation of this assessment district.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

A. Deny a resolution initiating the proceedings to form this assessment district. City staff does not recommend this alternative however, because the maintenance costs from this development would then impact other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING PROCEEDINGS FOR THE FORMATION OF HILMAR CHEESE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 15-33	**RESOLUTION NO. 2016-**

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. Formation of a Landscape and Lighting Assessment District. The City Council of the City of Turlock proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the improvements described as follows:

The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Hilmar Cheese Facility, a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 089-010-021 County of Stanislaus, State of California

2. Formation of a Benefit Assessment Area. The City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Benefit Assessment Act of 1982 for the improvements described as follows:

The maintenance of streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Hilmar Cheese Facility, a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 089-010-021, County of Stanislaus, State of California

3. The proposed Landscape and Lighting Assessment District and the Benefit Assessment area is described as follows:

That certain parcel of land on the south side of W. Canal Drive between N. Washington Road and Fransil Lane, identified by the County Assessor as Assessor's Parcel Number 089-010-021, City of Turlock, County of Stanislaus, State of California, and shall be designated as the "Hilmar Cheese Landscaping, Lighting and Street Maintenance Benefit Assessment District", Development Project No. 15-33

4. The City Council of the City of Turlock designates the City Engineer of the City of Turlock as the engineer of work for the purpose of these formation proceedings.

5. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

6. Upon completion of the report, the engineer shall file the report with the City Clerk for submission to the City Council of the City of Turlock.

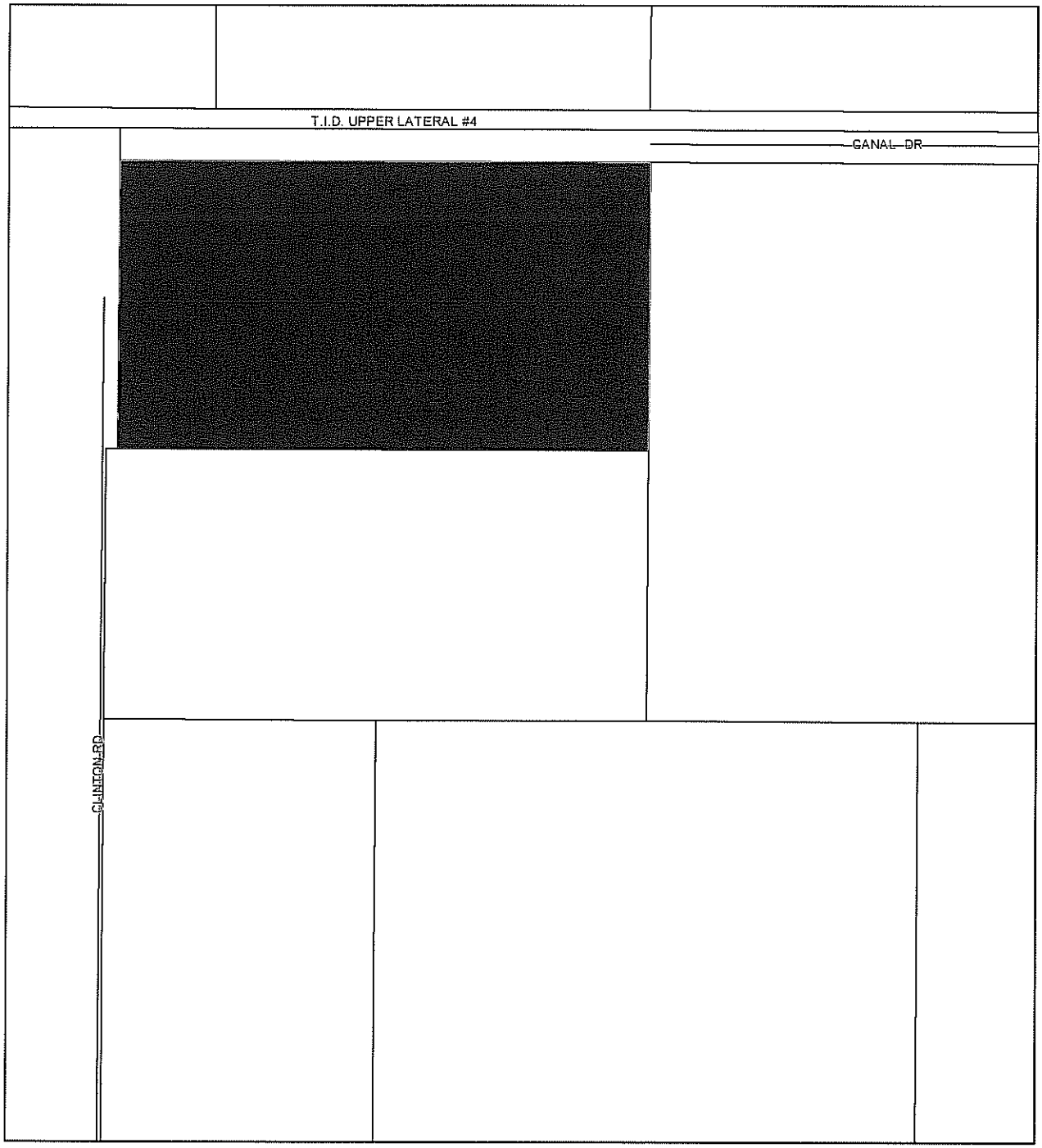
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP
of
HILMAR CHEESE



5E

Council Synopsis

January 12, 2016

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for the formation of Taco Bell Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-34

2. DISCUSSION OF ISSUE:

This item initiates the formation of a Landscaping and Lighting Assessment District and a Street Maintenance Benefit Assessment Area for the Taco Bell located on the northeast corner of the intersection of N. Golden State Boulevard and Roberts Road.

The purpose of the assessment district is to ensure that new development pays for its maintenance and operation costs associated with streetlights, public landscaping maintenance, street sweeping, and future slurry seals. By forming this district it will allow the development to be built and not financially impact the city with increased maintenance costs associated with the streets, lighting and landscaping.

3. BASIS FOR RECOMMENDATION:

A. Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping foliage, street light repair, and street maintenance or repair.

B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on city street lighting, street sweeping, street slurry seals, and landscaping so as to not affect existing city funds.

Policy Goal and Implementation Plan Initiative:

Policy Goal #6: Intelligent, Planned, Managed Growth

General Principles:

2. Managed growth requires the development of detailed financial strategies to insure that growth adds to the health and well-being of the community without placing an unfinanced service burden on the City and its residents and businesses.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None at this time. Fiscal impacts will be outlined at the 2nd meeting of the formation of this assessment district.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

A. Deny a resolution initiating the proceedings to form this assessment district. City staff does not recommend this alternative, because the maintenance costs from this development would then impact other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING PROCEEDINGS FOR THE FORMATION OF TACO BELL LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 15-34	**RESOLUTION NO. 2016-**

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. Formation of a Landscape and Lighting Assessment District. The City Council of the City of Turlock proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the improvements described as follows:

The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Taco Bell Facility, a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 087-030-008, County of Stanislaus, State of California

2. Formation of a Benefit Assessment Area. The City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Benefit Assessment Act of 1982 for the improvements described as follows:

The maintenance of streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Taco Bell Facility, a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 087-030-008, County of Stanislaus, State of California

3. The proposed Landscape and Lighting Assessment District and the Benefit Assessment area is described as follows:

That certain parcel of land on the northeast corner of the intersection of Golden State Boulevard and Roberts Road, identified by the County Assessor as Assessor's Parcel Number 087-030-008, City of Turlock, County of Stanislaus, State of California, and shall be designated as the "Taco Bell Landscaping, Lighting and Street Maintenance Benefit Assessment District", Development Project No. 15-34

4. The City Council of the City of Turlock designates the City Engineer of the City of Turlock as the engineer of work for the purpose of these formation proceedings.

5. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

6. Upon completion of the report, the engineer shall file the report with the City Clerk for submission to the City Council of the City of Turlock.

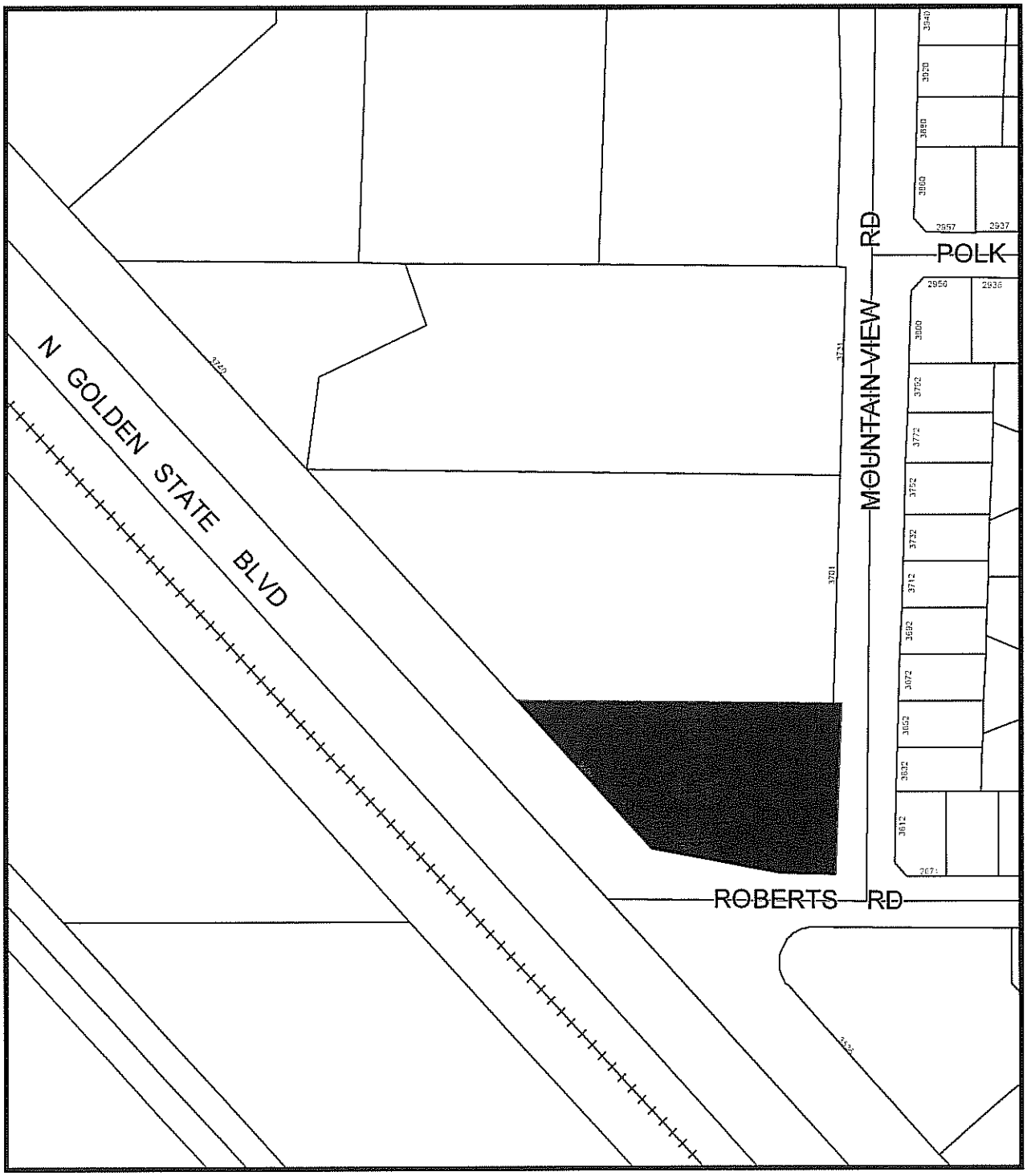
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP
of
TACO BELL



5 F

Council Synopsis

January 12, 2016

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for the formation of Dust Bowl Brewery Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-35

2. DISCUSSION OF ISSUE:

This item initiates the formation of a Landscaping and Lighting Assessment District and a Street Maintenance Benefit Assessment Area for the Dust Bowl Brewery located on the southwest corner of the intersection of Fulkerth Road and Dianne Drive.

The purpose of the assessment district is to ensure that new development pays for its maintenance and operation costs associated with streetlights, public landscaping maintenance, street sweeping, and future slurry seals. By forming this district it will allow the development to be built and not financially impact the city with increased maintenance costs associated with the streets, lighting and landscaping.

3. BASIS FOR RECOMMENDATION:

A. Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping foliage, street light repair, and street maintenance or repair.

B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on city street lighting, street sweeping, street slurry seals, and landscaping so as to not affect existing city funds.

Policy Goal and Implementation Plan Initiative:

Policy Goal #6: Intelligent, Planned, Managed Growth

General Principles:

2. Managed growth requires the development of detailed financial strategies to insure that growth adds to the health and well-being of the community without placing an unfinanced service burden on the City and its residents and businesses.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None at this time. Fiscal impacts will be outlined at the 2nd meeting of the formation of this assessment district.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

A. Deny a resolution initiating the proceedings to form this assessment district. City staff does not recommend this alternative, because the maintenance costs from this development would then burden other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING PROCEEDINGS FOR THE FORMATION OF DUST BOWL BREWERY LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA, DEVELOPMENT PROJECT NO. 15-35	**RESOLUTION NO. 2016-**

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. Formation of a Landscape and Lighting Assessment District. The City Council of the City of Turlock proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 for the improvements described as follows:

The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Dust Bowl Brewery Facility, a development of those certain parcels of land identified by the County Assessor as Assessor's Parcel Numbers 089-019-024, 025 County of Stanislaus, State of California

2. Formation of a Benefit Assessment Area. The City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Benefit Assessment Act of 1982 for the improvements described as follows:

The maintenance of streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Dust Bowl Brewery Facility, a development of those certain parcels of land identified by the County Assessor as Assessor's Parcel Numbers 089-019-024, 025 County of Stanislaus, State of California

3. The proposed Landscape and Lighting Assessment District and the Benefit Assessment area is described as follows:

Those certain parcels of land on the southwest corner of the intersection of Fulkerth Road and Dianne Drive, identified by the County Assessor as Assessor's Parcel Numbers 089-019-024, 025, City of Turlock, County of Stanislaus, State of California, and shall be designated as the "Dust Bowl Brewery Landscaping, Lighting and Street Maintenance Benefit Assessment District", Development Project No. 15-35

4. The City Council of the City of Turlock designates the City Engineer of the City of Turlock as the engineer of work for the purpose of these formation proceedings.

5. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

6. Upon completion of the report, the engineer shall file the report with the City Clerk for submission to the City Council of the City of Turlock.

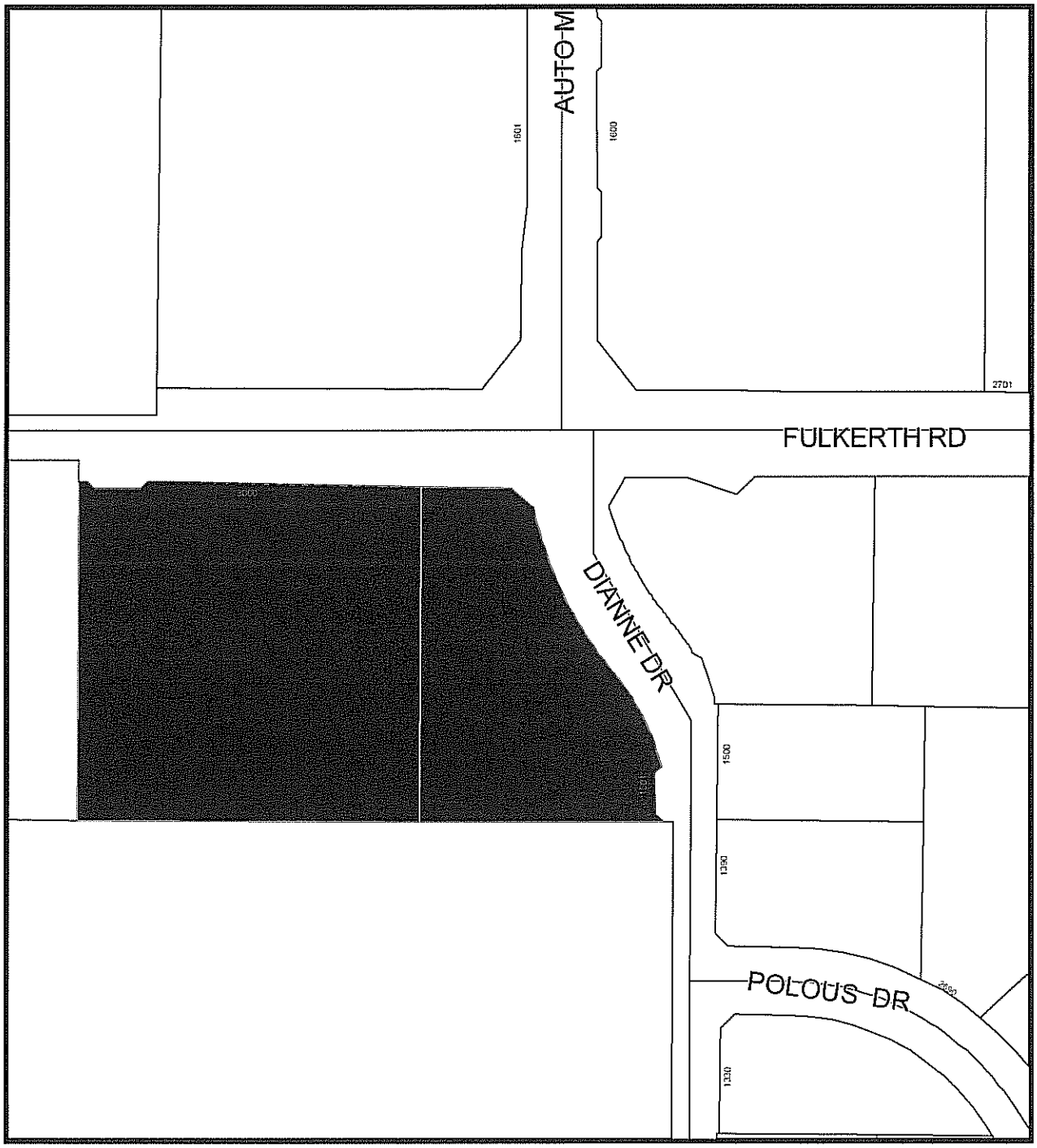
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP
of
DUST BOWL BREWERY



5G

Council Synopsis

January 12, 2015

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

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

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to the agreement with The Shalleck Collaborative, Inc., in the amount of $822.50 for City Project No. 14-26A, "RFP Council Chamber Improvements"

2. DISCUSSION OF ISSUE:

Agreement History:

	City Council Approval	Amount
Original Agreement	July 8, 2014	$ 51,110.00
Amendment No. 1	July 14, 2015	$ 0.00
Amendment No. 2	January 12, 2016	$ 822.50
	TOTAL	$ 51,932.50

Construction of the audio/video improvements to the Council Chambers (Yosemite Room) are currently underway. The project scope includes system design, equipment selection of various audiovisual (AV) equipment, and various technological, architectural and electrical upgrades for the Yosemite Room. The Shalleck Collaborative, Inc. included professional services during construction. Amendment No. 1 extended the contract duration for six (6) months to allow the Consultant to continue these services under the amended contract. Amendment No. 2 provides compensation to Shalleck Collaborative, Inc., for providing recommendations for the repair to the floor of the women's restroom and extends the duration of the contract for two (2) additional months.

3. BASIS FOR RECOMMENDATION:

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

B) The repairs to the floor in the women's restroom are necessary for the safety of the public and to prevent additional damage to the building.

Policy Goal and Implementation Plan Initiative:
Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding is available in line item number 240-00-000-203.51005_001, "Communications Equipment Funded by PEG Fees" for the proposed work.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"

7. ALTERNATIVES:

A. Not approve the amendment. Staff does not recommend this alternative since the City has funds available and the Consultant has already performed the work.

AMENDMENT NO. 2
to
Agreement between
CITY OF TURLOCK
and
THE SHALLECK COLLABORATIVE, INC.

THIS AMENDMENT NO. 2, dated January 12, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **THE SHALLECK COLLABORATIVE, INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 8, 2014, whereby CONTRACTOR would perform professional architectural and engineering services for City Project No. 14-26A, "Council Chambers Improvements", (hereinafter the "Agreement"); and

WHEREAS, on July 14, 2015, the parties entered into Amendment No. 1 to the Agreement dated July 8, 2014, whereby CONTRACTOR was to perform additional work in accordance with Exhibit A to Amendment No. 1.

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

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

"1. **SCOPE OF WORK:** CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide professional architectural and engineering services for City Project No. 14-26A, "Council Chambers Improvements" and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

In addition to the Scope of Work attached as Exhibit A to the Agreement, CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1, and the added scope of services attached to this Amendment No. 2 as Exhibit B, which are necessary and required to provide recommendations for the repair of deteriorated floor areas, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, and this Amendment No. 2."

OK for Agenda

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

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Eight Hundred Twenty Two and 50/100^{ths} Dollars

($822.50) in accordance with Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1 and this Amendment No. 2 shall not exceed Fifty One Thousand Nine Hundred Thirty Two and 50/100^{ths} Dollars ($51,932.50). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No. 1 and this Amendment No. 2."

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

"5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 8, 2014 and ending February 29, 2016, subject to CITY's availability of funds."

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

Anthony R. Orosco, P.E.
Development Services Department, Engineering Division
156 S. Broadway, Suite 150, Turlock, California 95380-5456
Telephone: (209) 668-5486 E-mail: aorosco@turlock.ca.us

5. 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

_____
Michael I. Cooke, Interim City Manager

Date: _____

THE SHALLECK COLLABORATIVE, INC.

By: _____

Title: _____

Print name: _____

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

June 11, 2014

Anthony R. Orosco, P.E.
City of Turlock
Engineering Division
156 S Broadway, Suite #150
Turlock, CA 95380
(209) 668-5599 x4486
aorosco@turlock.ca.us

re: Council Chambers Improvements
Proposal for AV Consulting Services, REV2

Dear Anthony,

Thank you for inviting The Shalleck Collaborative, Inc. (The SC) to join your design team for Council Chambers AV system upgrades. In response to your request and based upon our discussions, the project RFP, and our assumptions of what the project should require, we are pleased to submit the following proposal for Audio Visual (AV) consulting services. If authorized to proceed, this proposal would become the scope of work attachment to the City's standard agreement.

Ancillary Architectural and Electrical Engineering services are included under this agreement.

- Architectural services will be provided by WMB Architecture, Stockton, CA.
- Electrical Engineering services will be provided by BWF Consulting Engineers, South San Francisco, CA.
- Structural Engineering services will be provided by AT Merovich & Associates Structural Engineers, Berkeley, CA.

Scope of work proposals for these services are attached to this agreement for reference only.

Project Description

This proposal assumes the project to include upgrades to the existing council chambers as described in the RFP.

The project will be administered as a state and/or city funded, design-bid-build project and under the jurisdiction of the local authorities. The project will involve existing construction and new technical systems.

Scope of Work

Field of Responsibility

The SC's work will be in two basic areas of consultation: architectural and engineering aspects that affect AV systems, and actual design of AV systems. Typical architectural and engineering guidance includes:

- Audience chamber sightline confirmation
- Structural, mechanical, and electrical criteria for AV operation and systems accommodations and coordination of consultant's work under these criteria.

AV Systems Documentation

This proposal includes planning, criteria, design and oversight as described below for the following AV Systems:

- Audio Visual Systems (max budget assumed: $230,000)
  - Voice and program audio playback and recording
  - Mic & speaker unit at each dias seat, with integrated voting and request to speak
  - Public video display via projection and/or large-format LCD
  - Dias video display via local monitor at each seat
  - Media display for VHS/DVD/blu-ray/VGA/HDMI/DisplayPort
  - Live broadcast/streaming and recording in SD/HD
  - Pan/Tilt/Zoom HD cameras
  - Document Camera
  - Automation
  - Speaker Timer
  - Control System
  - Digital Signage
- Lighting Systems (max budget assumed: $20,000)
  - New broadcast-type lighting
  - Lighting Controls

Maximum budgets assumed: Should the systems increase in scope, our fees will be equitably adjusted.

Related Services Limits

This proposal assumes that all building-integrated systems are designed, coordinated, documented and bid within the base building design and construction process. Any systems are deferred for later construction are not included in this scope of work.

All documents will be stamped by a licensed professional.

Programming

Within our field of responsibility, we will facilitate and determine the program for the project. Work will be delivered primarily in meetings as outlined below, and be issued in the form of written memoranda, document review and comment, and sketches.

Program Summary: We will provide a narrative that outlines the final design approach.

Opinion of Probable Cost: We will provide a summary of probable costs.

Meetings: Meetings and related travel during the Programming phase of the project within this proposal are limited to:

- Two partial days of meetings in Turlock, CA

Design Development Phase

Based upon a written authorization, we will provide the following services during the Design Development phase of the project:

Design Development: We will continue to assist the Architect and Engineers in developing the project within our field of responsibility. Solutions will be developed in meetings and in the form of sketches and written memoranda.

Documentation: We will provide one preliminary and one final set of drawings. Deliverables will include design development-level drawings that shall fix and describe the systems within our field of responsibility, sufficient to reach consensus with the Owner and to be used for coordination with other Consultants. Drawings will be developed in the current release of AutoCAD (saved backward as required). Documents will be provided electronically only. Building background AutoCAD compatible files and all updates and revisions thereto shall be provided by the Owner.

Engineering Accommodations: We will provide a report outlining required architectural and engineering accommodations.

Budget Recommendations: We will update budget recommendations.

Meetings: Meetings and related travel during the Design Development phase of the project within this proposal are limited to:

- Two days of meetings in Turlock, CA

Contract Documents Phase

Based upon a written authorization, we will provide the following services during the Contract Documents phase of the project:

Detail Development: We will continue to assist and coordinate with the Architect and Engineers in developing detail of the project within our field of responsibility. Solutions will be developed in meetings and in the form of sketches and written memoranda.

AV Systems Documentation: We will provide one preliminary and one final set of drawings and specifications for the systems listed above. Deliverables will include contract document -level documents that shall set forth in detail the systems within our field of responsibility, sufficient to bid and construct the systems, and to be used for coordination with other Consultants.

Drawings will be developed in the current release of AutoCAD (saved backward as required) and specifications, if necessary, will be in standard CSI format. Documents will be provided electronically only.

Review: We will provide a thorough review of one preliminary set and the final CD set of drawings to aid in the overall coordination of the documents. Recommendations will be provided in a written report and/or marked-up drawings.

Budget Recommendations: We will update budget recommendations.

Meetings: Meetings and related travel during the Contract Documents phase of the project within this proposal are limited to:

- Two partial days of meetings in Turlock, CA

Agency Review/Bidding

Agency Review: We will be available by telephone to answer questions from the Architect or Building Agency within our field or responsibility. Agency meetings or exhaustive code analysis will be considered an additional service.

Agency Review Meeting: Meetings and related travel during the Agency Review phase of the project within this proposal are limited to:

- One meeting in Turlock, CA

Bidding: We will answer bid questions, review bids and advise the Owner as to their completeness relative to the bid documents.

Pre-Bid Meeting: Meetings and related travel during the Bidding phase of the project within this proposal are limited to:

- One pre-bid meeting in Turlock, CA

Redesign: Should it be necessary to invoke substantial redesign of the systems for which we are responsible due to the receipt of bids over the Owner's approved budget and contingency for those systems, we will provide revised documents at no additional cost. Any redesign efforts due to overages outside of our systems responsibility, or revisions in their criteria or scope based on other Consultants work will be considered an additional service.

Construction

Based upon the successful award of the contract for construction and authorization to proceed, we will provide construction administration services as outlined herein within our field of responsibility.

RFI's, bulletins and change orders: We will respond to issues that arise within our field of responsibility.

Shop Drawings: We will review and stamp two submissions of shop drawings for each specification section the design team authors.

Construction Phase Additional Services: The following tasks are *not* included in this scope of work and would be considered an additional service:

- Work required due to errors outside of the design team.
- Incorporation of addenda into the Construction Documents.
- Further review of resubmitted sections.
- Review of submissions outside of the Contractor's Submittal Schedule.
- Review of Change Order Proposals requiring research, evaluation or preparation or revision of Instruments of Service, except related to errors & omissions caused by the design team.
- Evaluation of extensive number claims submitted by the Contractor or others in connection with the Work, except related to errors & omissions caused by the design team.

- Evaluation of Substitutions after Award of Construction Contract unless due to unavailability or unsuitability of specified product or system.
- Preparation of design and documentation for complex Bid Alternates or an unusual quantity of Bid Alternates.
- Preparation of design and documentation for Owner initiated Proposal Requests after Construction Contract Award.
- More than 1 inspection to determine whether Work is Substantially Complete in accordance with Contract Documents.
- More than 1 inspection to determine Final Completion of the Work in accordance with Contract Documents.
- Providing Contract Administration Services more than 60 days after the date of Substantial Completion of the Work.

Intermediate Site Visits: We will visit the site during construction at times appropriate to observe the work in progress in conformance with the design intent of the bid documents and to discuss and assist in coordinating solutions. We will provide a written report after each visit. Intermediate site visits and related travel within this scope of work will be limited to:

- Two partial man-day visits

We would highly recommend further intermediate visits, which are available as an additional service.

Final Checkouts: Based upon written notice from the Contractor that the work within our field is complete, we will provide a final checkout of all systems we have specified. A written punchlist will be provided. Further backcheck of systems will be considered an additional service. We will include in our specifications a clause stating that if we are requested to review systems that are incomplete in actuality, the Contractor will be back-charged for a repeat checkout. Checkout time will be limited to:

- Two man-days of checkout sessions

Closeout: We will attend one post-mortem meeting to review project and confirm delivery of record documents.

Project Schedule

This proposal assumes the following schedule:

Program	August, 2014
DD	September – October, 2014
CD	November - December, 2014
Agency Review/Bid	January, 2015
CA	February - June, 2015

Should this schedule be extended due to causes other than our own, our fees will be equitably adjusted.

Fees

Compensation for the services outlined herein will be billed on a lump-sum, fixed fee basis. Fees will be as follows:

Phase	Fee
▪ Program	$5,700
▪ DD	$10,605
▪ CD	$19,235
▪ Agency Review/Bid	$1,900
▪ CA	$13,670
▪ Total Fee	$51,110*

*All expenses, sub-consultant fees and markups *are included* in this fee. Sub-consultant proposals are attached for reference only.

Should additional services be required, the Shalleck Collaborative's hourly rates for 2014 are as follows:

Employee	Rate
• Principal	$250
• Project Manager and Systems Designer	$120-$175
• Draftsperson	$110-$130

These rates may be adjusted annually as of January 1st of each year. Invoices will be issued monthly and are due within 30 days. See attached sub-consultant proposals for hourly rates.

Reimbursable Expenses

Reimbursable expenses are included in the fee limits quoted above. Expenses incurred for travel or meals beyond of the number meetings/site visits as outlined above shall be billed as an additional service, with no markup.

Additional Services

Services outside of those within this proposal will be considered additional and will not be provided unless authorized in writing by the Architect. They will be provided on a time and materials basis and billed at the rates listed above.

Sub Consultants

This project uses sub-consultants. Sub-consultants retain their own insurance coverage and are directly liable for the work under their scope. The City will have one agreement with the prime consultant which includes the insurance as stated in the master agreement.

Termination

An agreement may be terminated by either party should the other party fail substantially to perform under the terms of the agreement, and after good faith has been extended by stipulating in writing that cause is immanent. Termination shall be effective ten working days after written notice is received. Fees and expenses shall be paid to The SC through the time that termination becomes effective, and shall

include fees related to the orderly termination of this agreement including but not limited to demobilization, associated overhead costs and all other expenses directly resulting from the termination.

Ownership and Use of the Documents

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments (collectively called "the documents") prepared by The SC as instruments of service shall remain the property of The SC. The SC shall retain all common law, statutory and other reserved rights including copyright thereto. License to use and reprint the documents for use on this specific project by the building Owner shall be granted. No party outside of The SC may reuse or make any modification to the documents without the prior written authorization of The SC.

Indemnity

The Owner shall agree, to the fullest extent permitted by law, to indemnify and hold harmless The SC, its officers, directors, employees and its subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the Owner or any person or entity that acquires or obtains the documents from or through the Owner without the written authorization of The SC.

Other Terms and Conditions

When included in The SC's scope of services, budget recommendations are prepared on the basis of The SC's experience and qualifications and represent The SC's judgment as a professional generally familiar with the industry. However, since The SC has no control over the cost of labor, materials, administrative means, timing, equipment or services furnished by others, Contractors' methods of determining prices, or competitive bidding or market conditions, The SC can not and does not guarantee that proposals, bids, or actual construction cost will not vary from The SC's budget recommendations.

Neither warranty nor post occupancy services are included in this proposal.

Work with respect to the discovery, identification or remediation of hazardous materials is not included in this proposal.

We will not provide marketing or fundraising materials for the facility.

Other terms shall be per City standard contract to be executed shortly after notice to proceed.

Authorization

If this proposal is accepted, please return one originally signed copy or forward an agreement of your making for our review and signature. If work is to begin prior to the execution of a contract, we will require a written authorization to proceed and letter of intent that references this proposal. Should an agreement not be reached for any reason after authorization to proceed is issued, all fees and expenses provided through the date of such resolution shall be paid to The SC.

We look forward to working with you.

Sincerely,

Ian Hunter, CTS-D
Principal, The Shalleck Collaborative, Inc.

Agreed:

Name, Title date

WMB ARCHITECTS
5757 Pacific Avenue Suite 226
Stockton CA 95207
T 209 944-9110
www.wmbarchitects.com

EXHIBIT B

City of Turlock
Anthony Orosco
Development Services Department
Engineering Division
156 . Broadway, Ste 150
Turlock, CA 95380

Invoice number 20030
Date 09/24/2015

Project **14-054 City of Turlock Council Chamber Audio-Video Improvements**

Professional Services 8/21/15 - 9/20/15

City of Turlock Project Number 14-26A
Services related to Council Chamber Audio-Video Improvements

Architectural Services

Women's Restroom Tile Failure Investigation + Recommendation

		Hours	Billed Amount
Project Architect		3.00	375.00
Site Visit	$125/hr		
Research & Recommendation	$125/hr	2.50	312.50
Principal Architect	$135/hr	1.00	135.00
Review			

Invoice total **822.50**

5H

Council Synopsis

January 12, 2016

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the closure of Soderquist Road, between Fulkerth Road and West Canal Drive, beginning Friday, January 29, 2016, and ending on Sunday, January 31, 2016, with closure times as specified in an approved traffic control plan, in support of the Turlock Swap Meet event at the Stanislaus County Fairgrounds

2. DISCUSSION OF ISSUE:

Representatives of the Modesto Area A's Model A Ford Club of America notified the City of plans to host the 50th Annual Turlock Swap Meet at the North Parking Lot of the Stanislaus County Fairgrounds. This event is scheduled to start on Saturday, January 30, 2016, from 7:00 a.m. to 5:00 p.m. and continue on Sunday, January 31, 2016, from 7:00 a.m. to 3:00 p.m. This event is always held on the last full weekend in January.

The event has historically generated the attendance of tens of thousands of participants from the western region of the United States, and in some cases, even farther. As such, the impacts to the City's transportation network during specific peak periods is significant and Staff has developed a Temporary Traffic Control Plan (TTCP) to handle those concerns. The purpose of the TTCP is to prevent vehicles from backing up onto SR-99 (Highway 99), keep event traffic moving in a safe and orderly manner, and minimize the level of congestion for local traffic, with priorities listed in descending order of importance. The TTCP scheduled to be implemented this year is relatively unchanged from last year, which has contributed to the high level of compliance from returning attendees who have become familiar with how to get where they need to go.

The closure of Soderquist Road plays an important role as part of the larger TTCP. The closure allows for pedestrians to cross freely between the fairgrounds property on the east side of Soderquist Road and the parking lot on the west side of the street (West Lot), with a wall of barricades across the street on both the north and south sides of this area. Vehicles, in turn, are permitted to access the north and south gates of the West Lot for easy entrance and exit.

The Modesto Area A's have agreed to pay for the full costs associated with providing traffic control and enforcement services. Generally this includes the traffic engineering services provided in preparation for the event, the rental, delivery and pick-up of traffic control items from Safe-T-Lite, as well as the labor for City staff to set out, maintain and pick-up those items in accordance with the approved TTCP.

3. BASIS FOR RECOMMENDATION:

A. The closure of Soderquist Road is necessary to provide safety for pedestrians crossing between the fairgrounds and the West Lot, as well as to manage entering and exiting vehicle traffic during peak time periods.

B. Only the City Council is empowered to approve the closure of public streets.

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 a privately organized event.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No direct impact. The applicant has agreed to pay for the full, actual costs associated with City services related to the event. The large number of people visiting the area will have an indirect, positive financial impact through taxes generated from dining, lodging and other purchases.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny approval of the street closure. Staff does not recommend this alternative because the event will continue to occur on private property regardless of the street closure and it will result in large number of pedestrians crossing the street at an uncontrolled crossing location, which poses a traffic safety issue.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF SODERQUIST ROAD, BETWEEN FULKERTH ROAD AND WEST CANAL DRIVE, BEGINNING FRIDAY, JANUARY 29, 2016, AND ENDING SUNDAY, JANUARY 31, 2016, WITH CLOSURE TIMES AS SPECIFIED IN AN APPROVED TRAFFIC CONTROL PLAN, IN SUPPORT OF THE TURLOCK SWAP MEET EVENT AT THE STANISLAUS COUNTYFAIRGROUNDS	**RESOLUTION NO. 2016-**

WHEREAS, the Modesto Area A's Model A Ford Club of America plan to host the 50th Annual Turlock Swap Meet at the North Parking Lot of the Stanislaus County Fairgrounds on Saturday, January 30, 2016, from 7:00 a.m. to 5:00 p.m. and Sunday, January 31, 2016, from 7:00 a.m. to 3:00 p.m.; and

WHEREAS, the event is expected to draw tens of thousands of people from across the western United States, as in past years, and poses a significant impact to the transportation network, requiring the implementation of a Temporary Traffic Control Plan (TTCP); and

WHEREAS, a proven, effective part of the TTCP is the closure of Soderquist Road, between Fulkerth Road and West Canal Drive, thereby allowing pedestrians to safely cross between the fairgrounds lot on the east side of the street and the parking lot on the west side of the street (West Lot), as well as providing greater control for the flow of traffic in and out of the West Lot; and

WHEREAS, the exact times for implementing and removing the traffic control devices associated with the closure will be in accordance with the approved TTCP, as well as the judgment and discretion of the police officer in charge of the event based on traffic flow and environmental conditions; and

WHEREAS, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: paying the full costs of obtaining, setting up, maintaining, and removal of traffic control devices as required through the TTCP approved by the City Engineer,

securing a Temporary Use of Land Permit from the Planning Division for the use of a private lot to park RV's, as well as other related conditions as established by the City Manager or his designee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Soderquist Road, between Fulkerth Road and West Canal Drive, beginning Friday, January 29, 2016, and ending Sunday, January 31, 2016, with closure times as specified in an approved traffic control plan, in support of the Turlock Swap Meet event at the Stanislaus County Fairgrounds.

BE IT FURTHER RESOLVED, the City Manager, or his designee, is authorized to apply appropriate conditions and restrictions as needed to ensure the safe and effective closure of the specified area.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, 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

January 12, 2016

From: Michael Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and West Yost Associates for the preparation of the 2015 Urban Water Management Plan, in an amount not to exceed $81,840, (Non-General Fund 420-52-550.43320 "Special Services/Projects")

Resolution: Appropriating $81,840 to account number 420-52-530.43320 "Special Services/Projects" to be funded from Water Enterprise Fund 420 Operating Reserves to fully fund the 2015 Urban Water Management Plan preparation

2. DISCUSSION OF ISSUE:

The California Water Code requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the California Department of Water Resources (DWR). The UWMP must be filed every five years on or before December 31st; however, the deadline for the 2015 UWMP has been extended to July 1, 2016.

The 2015 UWMP must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983, including amendments that have been made to the Act. The UWMPA requires urban water suppliers servicing 3,000 or more connections, or supplying more than 3,000 acre feet of water annually, to prepare an UWMP.

The purpose of an UWMP is to maintain efficient use of urban water supplies, continue to promote conservation programs and policies, ensure that sufficient water supplies are available for existing and future beneficial use and demands as well as to provide a mechanism for response during water drought conditions.

The City of Turlock advertised a Request for Proposal (RFP) for the preparation of the 2015 UWMP through the City of Turlock website, Modesto Bee, and emailed the RFP to approximately 14 different firms. There were four proposals submitted. After a detailed review, West Yost Associates was found to have

submitted the most qualified bid for the project. One which met all requirements of the plan and the deadlines of the City (Exhibit A). West Yost Associates is seeking compensation in the amount of $74,400.00 for this service.

Staff recommends awarding a contract to West Yost Associates in the amount of $74,400.00, with a 10% contingency in the amount of $7,440.00 for a total not-to-exceed amount of $81,840.00.

3. BASIS FOR RECOMMENDATION:

A. The City is required to prepare and adopt an UWMP every five years as mandated by the California Water Code and submit a final draft to the Department of Water Resources.

B. There are adequate reserves in the Water Fund for this project.

C. West Yost Associates has extensive experience in the preparation and development of UWMPs.

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:

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

No impact to the General Fund.

Budget Amendment

Appropriate $81,840 to account 420-52-530.43320 "Special Services/Projects" from Water Enterprise Fund 420 Operating Reserves. There are sufficient unappropriated reserves in the Water Fund to fund this request.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not to approve the contract with West Yost Associates. This alternative is not recommended. The UWMP is required by the California Water Code and must be submitted to the Department of Water Resources. In addition, West Yost Associates is a duly qualified firm to perform this work.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
West Yost Associates
for
2015 Urban Water Management Plan
CITY PROJECT NO. 15-158

THIS AGREEMENT is made this 12th day of January, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and West Yost Associates, 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 support in preparing the 2015 Urban Water Management 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 and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit B 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 eighty one thousand eight hundred forty dollars and 00/100^{ths} Dollars ($81,840.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY 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 end September 30, 2016, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work or services 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 or services 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 or services hereunder by CONSULTANT, its agents, representatives or employees. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: When applicable, 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 insured 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 insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance coverage 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 critical importance 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: **West Yost Associates**
7041 Koll Center Parkway, Ste. 110
Pleasanton, CA 94566
PHONE: (925) 426-2580
FAX: (530) 756-5991

for CITY: **CITY OF TURLOCK**
ATTN: Michael Cooke
MUNICIPAL SERVICES DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590 Ext. 4418
FAX: (209) 668-5695

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

Fallon Martin
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: famartin@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: _____

West Yost Associates

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

SECTION 2

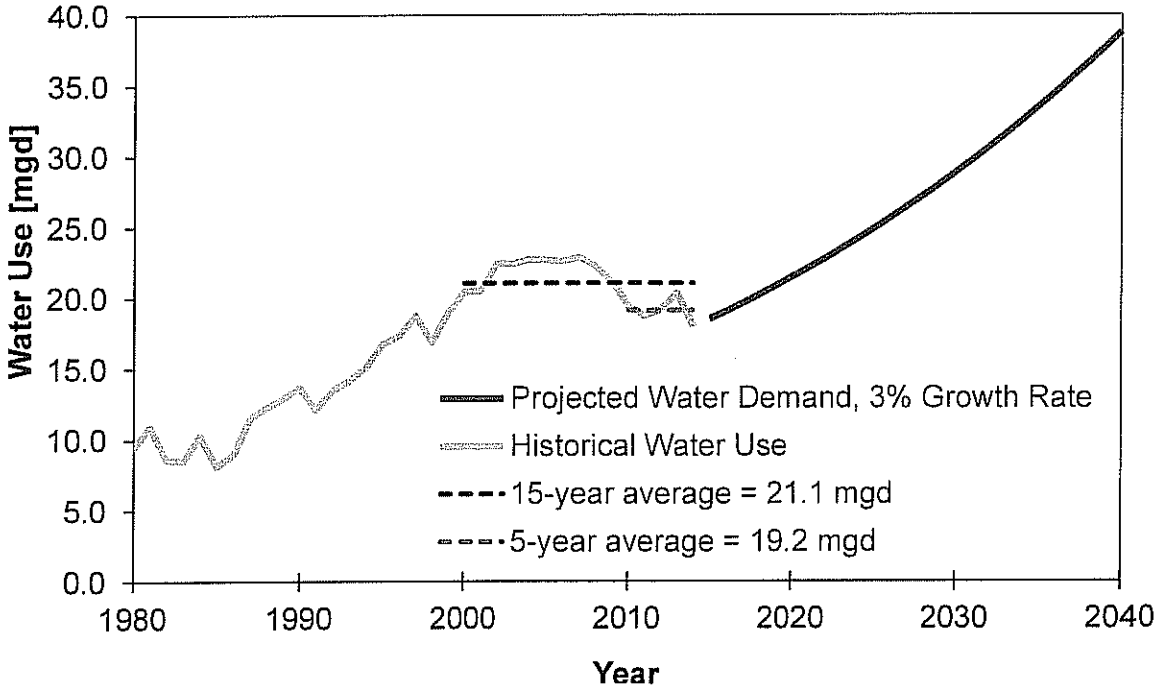
Proposed Scope of Services

Project Approach

The City of Turlock (City) is responsible for ensuring that adequate, reliable water supplies are available to meet the current and future water demands of its residents and businesses. Because the City serves more than 3,000 customers (service connections), the City is subject to the requirements of the Urban Water Management Planning Act and the City's water supply planning efforts must be documented in an Urban Water Management Plan (UWMP) which meets California Water Code requirements and California Department of Water Resources (DWR) guidelines. An UWMP is intended to assist agencies with planning for and meeting future water demands from their systems. In recent years, the UWMP has evolved from a basic regulatory requirement to an important planning tool for water agencies in California. While still a regulatory requirement, UWMPs now provide an important foundation for water supply planning and a basis for Water Supply Assessments to ensure that there are adequate and reliable water supplies to meet the needs of existing and future water customers. The next UWMP update is due to the California Department of Water Resources (DWR) by July 1, 2016.

The City currently serves a population of approximately 72,000 people through approximately 18,500 service connections. Historical water usage for the last 15-years (2000–2014) has averaged about 23,600 acre-feet per year (~21.1 million gallons per day [mgd]). However, recent water conservation efforts by the City's water customers in response to the on-going drought and the recent economic downturn have reduced the City's demands. The City's average water production over the last 5-year period from 2010 through 2014 showed a use of only about 21,450 acre-feet per year, or 19.2 mgd, which translates into about a 9% reduction in production over the 15-year average (see **Figure 1**).

Figure 1: Projected Water Demand (mgd) - City of Turlock



Printed on 30% post-consumer paper November 25, 2015

The issues of on-going drought and the economic downturn have made water supply planning and water resources management even more challenging, and the 2015 UWMP Update is a critical component of the City's overall planning activities for ensuring the City's future vitality and sustainability. Due to concerns regarding the City's continued reliance on groundwater as its sole source of potable supply, the City is a member of the Stanislaus Regional Water Authority, and with its partners, is currently pursuing the development of a Regional Surface Water Supply Project (RSWSP) that would treat Tuolumne River surface water from the Turlock Irrigation District (TID). This potential future supply could provide the City with approximately 15 mgd of additional potable supply that must be factored into the 2015 UWMP.

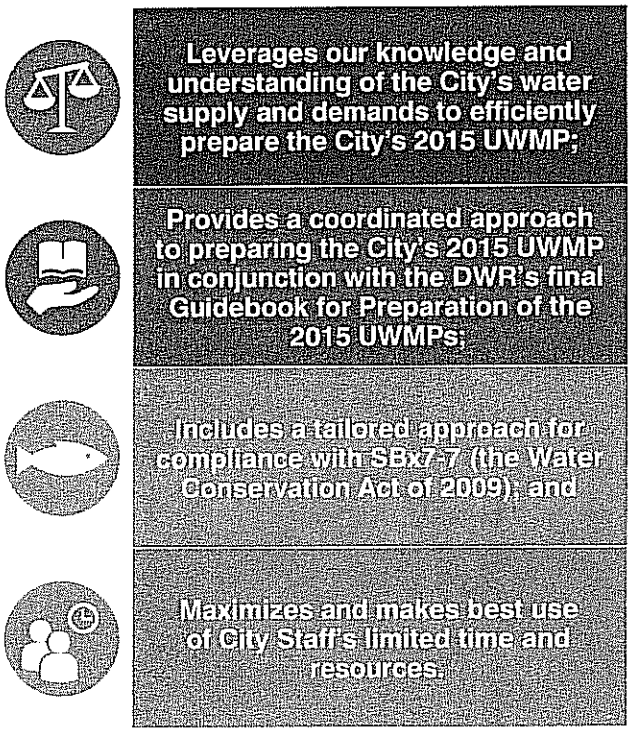
The 2015 Urban Water Management Plan (UWMP) will help to support the City's long-term water supply planning and water resources management, and ensure that adequate water supplies are available to meet existing and future water demands.

The key objectives for the City's 2015 UWMP are as follows:

- Review and update the City's water demand projections through the Year 2040;
- Review and evaluate the availability and reliability of the City's water supplies to meet projected water demands through the Year 2040 under Normal Year, Single Dry Year and Multiple Dry Year conditions;
- Review and evaluate previously adopted 2015 interim and 2020 final per capita water use targets in compliance with the Water Conservation Act of 2009 (SBx7-7);
- Describe the City's current and planned Demand Management Measures and update these as necessary to meet the City's adopted SBx7-7 per capita water use targets and comply with recent State-mandated water conservation measures;
- Review the City's Water Shortage Contingency Plan to determine if it meets California Water Code requirements and DWR guidelines, and complies with the Governor's recent Executive Order regarding mandated water conservation measures;
- Comply with California Water Code requirements and be consistent with DWR's Guidebook for the Preparation of 2015 UWMPs;
- Coordinate plan preparation with neighboring water districts and purveyors, and conduct public hearings to solicit public comment;
- Have a Final 2015 UWMP adopted by the Turlock City Council and submitted to DWR by the July 1, 2016 deadline; and
- Have DWR provide the City with a letter acknowledging that the City's 2015 UWMP addresses the requirements of the California Water Code.

West Yost provides a project approach that includes a clear plan and focused methodology for completing the scope of work to address the City's key project issues.

Our Approach



Printed on 50% post-consumer paper

Leverage our Knowledge and Understanding of the City's Water Supply and Demands, and Our UWMP and SBx7-7 Experience

Through our work on the City's General Plan Amendment and having followed the formation and work of the Stanislaus Regional Water Authority, West Yost is very familiar with the City's potential surface water supplies and groundwater supply capabilities (and water quality challenges).

The Project Team brings the City tremendous experience in evaluating 2015 interim and 2020 final recommendations for SBx7-7 per capita water use compliance targets. We will use this knowledge and experience to complete the 2015 UWMP within the schedule and budget established for this project, and obtain a letter of completeness from DWR for the City's 2015 UWMP.

West Yost's Coordinated Approach for Preparing the City's 2015 UWMP

The primary goal of the City's 2015 UWMP is to prepare a meaningful and useful planning document which meets the applicable requirements of the California Water Code and follows the guidelines for 2015 UWMPs prepared by DWR. West Yost has been closely following DWR's progress in the development of the Guidebook for the Preparation of 2015 UWMPs including participating in DWR webinars and reviewing draft guidebook sections as they have been released by DWR. West Yost knows and understands DWR's 2015 UWMP requirements and has excellent relationships with DWR staff to obtain clarifications as needed.

Based on our past experience in preparing UWMPs and SBx7-7 compliance, and review of DWR guidebook sections, West Yost anticipates that work on the City's 2015 UWMP can start quickly and be performed efficiently.

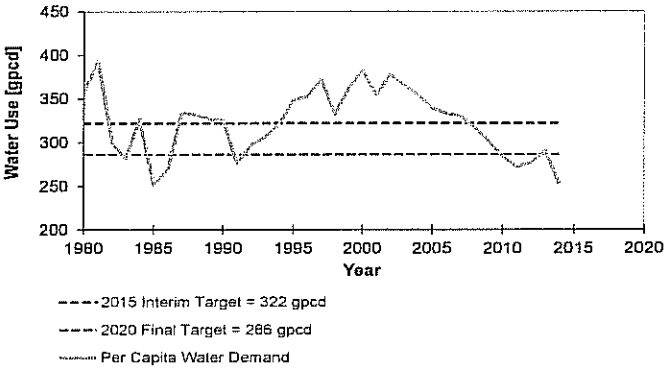
All of the 2010 UWMPs prepared by West Yost were deemed "Complete" by the Department of Water Resources (DWR), with no required revisions or questions from DWR staff.

Our Tailored Approach for SBx7-7 Compliance

A key piece of successfully completing this project is evaluating the City's compliance with the requirements of SBx7-7 (the Water Conservation Act of 2009). The water demand projections in the 2015 UWMP must conform to the City's adopted SBx7-7 per capita water use targets for 2015 and 2020. Like most of our other clients, due to the on-going drought and economic decline, the City's current (and recent per capita demands) are below the interim 2015 compliance target of 322 gpcd.

As shown in **Figure 2**, the City's actual per capita water demands for 2007 through 2014 are all below the 2015 interim target, and the demands from 2010 through 2014 are also **below** the 2020 final compliance target (with the exception of 2013 which was only 5 gpcd above the final target value). However, as demands return to "normal" levels, will the City be able to achieve and maintain the 2020 gpcd target?

Figure 2: Historical Water Use (gpcd) City of Turlock



Maximize and Make Best Use of City Staff's Limited Time

The successful preparation of an Urban Water Management Plan requires a collaborative relationship between the consulting team and City staff throughout the planning process. City staff has an excellent knowledge base regarding the existing water utility infrastructure, operations, and management, as well as a solid body of past planning data, which is critical for the consultant team to tap into.

Through our past work with City staff, we have established a strong understanding of the City's water system, sources of supply, projected growth, and have

great working relationships with City staff. We also know that City staff are extremely busy and have limited time to dedicate to this project. Our approach includes comprehensive data requests (to "fill in the missing gaps, as we already have a significant portion of the 2011 through 2015 data) and focused meetings at key project milestones to solicit City staff input and concurrence with evaluation assumptions and findings. West Yost is confident that this partnering approach will produce a well-crafted 2015 UWMP that will be of great value to the City.

All project work will be managed by Jim Connell, including project execution, invoicing, coordinating work of the team and communicating the progress of the work to the City. Our internal project management protocol includes monthly check-ins by a firm Principal to identify and resolve issues as they arise, before they impact the project, and a formal quality assurance/quality control review process for all product deliverables.

2015 UWMP Content and Format

The California Water Code defines the required information to be included in the UWMP. The following activities are outlined to correspond with the Water Code and the DWR Guidebook for the Preparation of 2015 UWMPs (DWR Guidebook), to facilitate the 2015 UWMP update. The 2015 Update is to be divided into ten (10) pre-determined sections, with the majority of the work effort concentrated in Sections 3 through 7, regarding supply and demands, Section 8, Water Shortage Contingency Planning, and Section 9, Demand Management Measures.

It should be noted that the UWMP sections, titles, and content described are based on the information currently posted on the DWR 2015 UWMP webpage regarding the requirements for the 2015 UWMPs.

Section 1. Introduction and Overview

This section will describe the preparation of the 2015 UWMP, and describe its contents and organization.

Section 2. Plan Preparation

This section will describe the coordination between agencies to develop the UWMP and the UWMP adoption, submittal and implementation. All urban water suppliers are required to "notify the city and county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan." West Yost will coordinate with the City to identify agencies and appropriate interested stakeholders (including but not limited to Stanislaus County, City of Modesto, City of Ceres, Local Agency Formation Commission, and others) to be notified of the preparation of the City's UWMP update.

Section 3. System Description

This section will describe the City's service area and will include updated information on current and projected population, climate, and other demographic factors affecting City water management planning. The City's 2009 Water Master Plan Update will provide much of the background information for this section, with updates as needed from other recent planning documents and City staff.

Section 4. System Demands

This section will summarize historical and projected City demands by customer type over the next 25 years (to 2040). Projected water demands will include both potable and non-potable demands, estimated distribution system losses, and low income household demands. Demand projections will incorporate reductions in urban water use to comply with SBx7-7 targets. Water loss tracking and reporting will also be included in this section. The information for this section will be developed in Task 2 of our Scope of Work, as described on page 2-6.

Section 5. Baseline and Targets

This section will summarize the City's actual per capita water use compared to the adopted interim 2015 target of 322 gallons per capita per day (gpcd) and report on the City's compliance. This section will also re-evaluate the City's previously adopted 2020 gpcd target of 286 gpcd. The information for this section will be developed during Task 2 of our Scope of Work, as described on page 2-6.

Section 6. System Supplies

This section will summarize the City's water supplies, including a description of water sources, and water rights for existing and potential water supplies including: potential surface water supplies, groundwater supplies, transfer opportunities, desalinated water opportunities, recycled water opportunities and any other planned future water projects. The City's 2010 UWMP, coupled

with discussions with City staff, will provide the information for this section. The information for this section will be developed during Task 3 of our Scope of Work, as described on page 2-7.

Section 7. Water Supply Reliability

This section will describe the availability and reliability of the City's groundwater supplies. Reliability estimates will be made for supply during normal years, single dry years, and multiple dry years, drawing upon available information from the City's previous 2010 UWMP. West Yost will compare water supply and water demand projections through the year 2040, to ensure that a minimum 20 year planning horizon is covered (to comply with any possible water supply assessments that will be completed by 2020). The information for this section will be developed during Task 3 of our Scope of Work, as described on page 2-7.

Section 8. Water Shortage Contingency Planning

This section will review, evaluate and describe the City's Water Shortage Contingency Plan (Plan). The Plan includes the following required elements:

- Identification/documentation of water shortage stages of action, including triggers and water use reduction goals for each stage;
- An estimate of the minimum water supply available during each of the next three water years based on the driest three year historic sequence for the City's water supply;
- Actions to be undertaken by the City to prepare for, and implement during a catastrophic interruption of water supplies including a regional power outage, an earthquake or other disaster;
- Description of specific mandatory prohibitions and water use restrictions associated with each stage of action;
- Consumption reduction methods in the most restrictive stages;
- Penalties or charges for excessive use, where applicable;
- Revenue and expenditure analysis evaluating potential revenue decreases during water conservation periods and evaluating the need for and magnitude of water rate increases to offset revenue decreases; and
- Mechanisms to measure actual reductions in water use pursuant to the urban water shortage contingency analysis.

The City's current Water Shortage Emergency Plan will serve as the initial building block for review of the Plan, along with consideration of recent State-mandated water conservation measures. The information for this section will be developed during Task 5 of our Scope of Work, as described on page 2-8.

Section 9. Demand Management Measures

This section describes the City's Demand Management Measures (DMMs) as evaluated and summarized in Task 4 of our Scope of Work. The 2015 UWMPs are to have a revised focus on specific DMMs implemented by each agency. Specifically, the 2015 UWMP will need to include a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years, as well as the water demand management measures that the City plans to implement to achieve its SBx7-7 water use targets.

West Yost will rely on information obtained from the City's ongoing water conservation program coordinator for documentation of the City's DMMs. West Yost will work with City staff to collect the required data, and interview City staff as needed regarding the City's proposed development of future conservation programs. The information for this section will be developed during Task 4 of our Scope of Work, as described on page 2-7.

Section 10. Plan Adoption, Submittal, and Implementation

This section describes the City's adoption of the 2015 UWMP and submittal to DWR, including a description of the public hearing process. Plan implementation will include a summary of proposed activities and actions described in other sections of the UWMP.

Climate Change and Water Energy

Based on DWR's Guidebook, inclusion of climate change and water energy issues in the 2015 UWMP is optional. Therefore, West Yost has not included the preparation of these sections in our current proposed scope and budget. If the City wishes to include these sections, West Yost can add this to our scope and budget during contract negotiations or do so at a

November 25, 2015

later date with an appropriate scope and budget augmentation to be authorized by the City.

West Yost prides itself on the clarity and completeness of all of our work products. All of our UWMPs are organized to follow DWR guidelines, cite water code requirements and cross-reference DWR-required tables to ensure compliance with California Water Code requirements and DWR guidelines, and streamline DWR's review and acceptance of the UWMP.

Anticipated Tasks

Anticipated tasks (our proposed Scope of Work) for the preparation of the City's 2015 UWMP are outlined on the following pages. Upon selection of West Yost by the City, these tasks can be refined as requested during scope and budget negotiations to meet any specific needs.

1 Task 1. Data Collection and Review

Objective: Collect and review available data for the preparation of the City's 2015 UWMP

Work Items:

- Prepare and submit list of requested data to City prior to kick-off meeting (including but not limited to previous related studies, water service area statistics including number of connections by customer sector and population served, historical and projected water use by customer sector, historical and projected water production by source, documented cutbacks in water supply, low income housing projections, current and planned demand management measures and other water conservation program data, projected future recycled water use). Data requested in electronic format if available.
- Attend in-person kickoff meeting to discuss data request and approach for project.
- Track data collection effort indicating data received and outstanding.

Deliverables:

- Data request list for UWMP preparation

Expected Support from City Staff:

- Attend project kickoff meeting
- Provide requested data in a timely manner

2 Task 2. Demand Analysis

Objective: Evaluate historical, current and projected water demands through the Year 2040, determine SBx7-7 targets for 2015 and 2020,and confirm compliance with 2015 target

Work Items:

- Evaluate historical and current water demands by customer sector.
- Develop future water requirements.
- Determine updated SBx7-7 baseline values with revised Department of Finance data that are based on 2010 Census data.
- Calculate SBx7-7 per capita water use (2010 through 2015).
- Evaluate City's compliance with the interim 2015 SBx7-7 water use target of 322 gpcd, and also review City's future tracking with the final 2020 compliance target of 286 gpcd.
- Project future water demands by customer sector through the year 2040 (including those for low income single family and multi-family residential units). Water demand projections included in the UWMP are to be consistent with adopted SBx7-7 per capita water use targets, Task 4.
- Prepare Draft Summary of Water Demand Analysis for inclusion in Admin Draft UWMP (see Task 6).

Deliverables:

- Draft Summary of Water Demand Analysis including SBx7-7 analysis (to be submitted as part of Admin Draft UWMP—see Task 6)

Expected Support from City Staff:

- Review and provide consolidated comments on Draft Summary of Water Demand Analysis (provided as part of Admin Draft UWMP)

3 Task 3. Water Supply Analysis

Objective: Evaluate historical, current and projected water supplies through the Year 2040 under Normal, Single Dry and Multiple Dry Year hydrologic conditions

Work Items:

- Evaluate historical and current water supply sources and quantities.
- Evaluate future water supply availability and reliability by source through the year 2040 for normal, single dry and multiple dry year hydrologic conditions.
- Review opportunities for transfers or exchanges.
- Review City's planned/proposed use of recycled water, and timing.
- Review wastewater generation, collection, treatment, and disposal.
- Prepare Draft Summary of Water Supply for inclusion in Admin Draft UWMP (see Task 6).

Deliverables:

- Draft Summary of Water Supply (to be submitted as part of Admin Draft UWMP—see Task 6)

Expected Support from City Staff:

- Review and provide consolidated comments on Draft Summary of Water Supply (provided as part of Admin Draft UWMP)

4 Task 4. Demand Management Measures

Objective: Evaluate current and planned DMMs

Work Items:

- Conduct in-person meeting with City Water Conservation Coordinator and other City staff to discuss current and planned DMMs and conservation programs.
- Prepare Draft Summary of DMMs for inclusion in Admin Draft UWMP (see Task 6).

Deliverables:

- Draft Summary of DMMs (to be submitted as part of Admin Draft UWMP—see Task 6)

Expected Support from City Staff:

- Attend meeting to discuss current and planned DMMs and conservation programs
- Review and provide consolidated comments on Draft Summary of DMMs (provided as part of Admin Draft UWMP)

5 Task 5. Water Shortage Contingency Plan

Objective: Prepare an actionable Water Shortage Contingency Plan that meets California Water Code requirements, including the Governor's recent Executive Order for water conservation

Work Items:

- Conduct in-person meeting with City staff to discuss current and planned water use restrictions.
- Review the City's current Water Shortage Emergency Plan and consider recent State-mandated water conservation measures.
- Prepare revised draft Water Shortage Contingency Plan which addresses supply shortages of up to 50% as well as catastrophic interruption of water supplies.

Deliverables:

- Revised Draft Water Shortage Contingency Plan (to be submitted as part of Admin Draft UWMP—see Task 6)

Expected Support from City Staff:

- Attend meeting to discuss water use restrictions and water and sewer rate study
- Review and provide consolidated comments on Draft Water Shortage Contingency Plan (provided as part of Admin Draft UWMP)

6 Task 6. Plan Preparation and Submittal

Objective: Prepare a 2015 UWMP which meets California Water Code requirements and DWR guidelines and which is adopted by the Turlock City Council for submittal to DWR by July 1, 2016

Work Items:

- Prepare detailed outline of 2015 UWMP for City review and comment.
- Prepare service area map and describe existing systems.
- Prepare Administrative Draft (First Draft Plan) 2015 UWMP for City staff review and comment.
- Conduct in-person meeting to discuss City comments.
- Prepare Second Draft 2015 UWMP for public review and comment.
- Prepare Final 2015 UWMP for consideration and possible adoption by Turlock City Council and submittal to DWR prior to July 1, 2016.
- Assist City staff with response to questions/ comments from DWR (for budgeting purposes up to 4 hours has been assumed).

Deliverables:

- Administrative Draft (First Draft) UWMP (5 copies) for City review and comment
- Final Draft (Second Draft UWMP (5 copies) for public review and public hearing
- Final UWMP (5 copies) for City Council adoption and submittal to DWR and State Library

Expected Support from City Staff:

- Review and provide consolidated comments on Admin Draft UWMP within two (2) weeks
- Attend meeting to discuss comments on Admin Draft (First Draft) UWMP
- Distribute Final Draft (Second Draft) UWMP copies to City offices, County, key stakeholders and others
- Distribute Final UWMP copies to City offices and County and submit to DWR and State Library

7 Task 7. Public Outreach

Objective: Notify and coordinate with neighboring agencies and key stakeholders and solicit input from the public on the 2015 UWMP

Work Items:

- Prepare list of suggested agencies and key stakeholders to notify of the City's preparation of a 2015 UWMP and solicit input from.
- Prepare for and attend one public hearing for presentation of the draft Water Shortage Contingency Plan and the public review Draft (Second Draft) 2015 UWMP.
- Prepare PowerPoint presentation for UWMP public hearing.
- Attend and assist City staff with responding to questions from City Council/Public at UWMP public hearing and UWMP adoption meeting.

Deliverables:

- Suggested agency and stakeholder list
- Initial, Draft PowerPoint presentation for UWMP public hearing

Expected Support from City Staff:

- Provide notice to County and other key stakeholders of the City's preparation of a 2015 UWMP and associated public hearings
- Coordinate with City Clerk to schedule UWMP public hearings and UWMP adoption
- Prepare staff reports for UWMP public hearings and UWMP adoption
- Prepare and place newspaper ads and notices for UWMP public hearings

8 Task 8. Project Management

Objective: Coordinate closely with City staff and manage project team efforts to provide high-quality work products and timely service

Work Items:

- Conduct regularly scheduled monthly conference calls as needed to discuss project progress (prepare and submit agendas and brief meeting notes) (6 conference calls assumed).
- Prepare and submit monthly status notes and invoices.
- Perform internal quality control and quality assurance reviews for all project deliverables.

Deliverables:

- Meeting agendas and notes
- Monthly progress reports and invoices

Expected Support from City Staff:

- Participate in progress status meetings/ conference calls
- Process invoices in a timely manner

Printed on 30% post-consumer paper November 25, 2015

EXHIBIT B

WEST YOST ASSOCIATES 25 YEARS 1990–2015

November 25, 2015

Mr. Garner Reynolds
Municipal Services Department
Regulatory Affairs Manager
City of Turlock
156 S. Broadway, Suite 270
Turlock CA 95380-5454

SUBJECT: Fee Proposal in Response to RFP Bid 15-339 to Prepare a 2015 Urban Water Management Plan

Dear Garner:

West Yost Associates (West Yost) has provided this Fee Proposal for the City of Turlock's (City's) 2015 Urban Water Management Plan (UWMP) in a sealed envelope, separate from our bound proposal. This Fee Proposal includes our proposed "not to exceed" fee, which is valid for a period of 60-days from the date on this letter, and our billing rates.

NOT TO EXCEED FEE

The following table summarizes West Yost's proposed fee to complete the City's 2015 UWMP based on our approach and specific Scope of Work, as described in Section 2 of our proposal. As presented below, our proposed fee is a not-to-exceed amount of $74,400.00 based on this Scope of Work. We are very open to additional discussions with you regarding the proposed Scope of Work and associated costs, and we are very confident that we will be able to complete the City's 2015 UWMP within the City's not-to-exceed budget. We look forward to the opportunity to meet with you to further discuss our proposal and to negotiate the final scope and cost adjustments to meet the City's needs.

Table 1. Proposed Fee

	President /VP	Engineering Manager	Principal Engineer	Senior Engineer	Staff Engineer	Admin	Subtotal Hours	Subtotal, dollars
Tasks								
1.Data Collection and Review	4	0	9	0	12	0	25	5,000
2. Demand Analysis	3	0	10	12	48	3	76	13,700
3. Water Supply Analysis	10	0	34	0	0	2	46	10,800
4. Demand Management Measures/GPCD Targets	0	2	7	0	16	2	27	5,000
5. Water Shortage Contingency Plan	1	4	18	0	32	4	59	11,200
6. Plan Preparation and Submittal	6	13	25	2	36	14	96	18,700
7. Public Outreach	0	4	10	0	0	0	14	3,400
8. Project Management	0	6	15	0	0	0	21	6,600
Totals	24	29	128	14	144	25	364	$74,400

BILLING RATES

Current billing rates for the proposed project team are included with this fee proposal.

Please contact either Gerry Nakano at (925) 426-2580 or Jim Connell at (925) 425-5621 if you have questions regarding this fee proposal or other related matters.

Sincerely,

WEST YOST ASSOCIATES

Gerald S. Nakano, P.E.
Principal-in-Charge

James P. Connell, P.E.
Project Manager

GSN:JPC:np

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $81,840 TO ACCOUNT NUMBER 420-52-530.43320 "SPECIAL SERVICES /PROJECTS" TO BE FUNDED FROM WATER ENTERPRISE FUND 420 OPERATING RESERVES TO FULLY FUND THE 2015 URBAN WATER MANAGEMENT PLAN PREPARTION	**RESOLUTION NO. 2016-**

WHEREAS, the California Water Code requires urban water suppliers within the state to prepare an Urban Water Management Plan (UWMP) every five years; and

WHEREAS, a final draft of the UWMP must be submitted the Department of Water Resources by July 1, 2016; and

WHEREAS, the City of Turlock advertised a Request for Proposal (RFP) for the preparation of the 2015 UWMP; and

WHEREAS, there were four proposals submitted by various firms; and

WHEREAS, West Yost Associates was found to have submitted the most qualified bid for the project seeks compensation in the amount of $74,400.00 for this service; and

WHEREAS, staff recommends awarding a contract to West Yost Associates in the amount of $74,400.00, with a 10% contingency in the amount of $7,440.00 for a total not-to-exceed amount of $81,840.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $81,840.00 to account number 420-52-530.43320 "Special Services/Projects" to be funded from Water Enterprise Fund 420 Operating Reserves to fully fund the 2015 Urban Water Management Plan preparation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Council Synopsis

January 12, 2016

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the services agreement between the City of Turlock and New World Systems for implementation and training services for Contract Accounting software

Resolution: Appropriating $6,400 to account number 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for New World Systems Contract Accounting software implementation and training services

2. DISCUSSION OF ISSUE:

The City of Turlock's Mayor and City Council Policy Goals and Implementation Plan identifies as an action item the need to "identify all existing contracts and identify management responsibility/oversight". A master index of all contracts is currently maintained. Actual amounts expended for each contract and expiration dates are left to each department to monitor through manual tracking systems.

3. BASIS FOR RECOMMENDATION:

New World Systems offers a Contract Accounting module which integrates with current Financial Management software utilized for purchase orders, accounts payable processing and project accounting. It will track contract start and ending dates, contract amounts and amendments, current expenditures and current encumbrances. It will provide information to managers to analyze vendors and clearly track important contract benchmarks.

New World Systems will allow us to trade out software we have purchased but have not been able to use. In this case, we will trade out a Third Party Interface we have not deployed because the information we had hoped to bring in from the Neogov applicant tracking software turned out to be very limited.

The proposed appropriation includes $3,600.00 for New World Systems support services and $2,800.00 in associated travel expenses.

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 - $6,400

Budget Amendment: Appropriate $6,400.00 to account number 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for New World Systems Contract Accounting software implementation and training services.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the funding.

New World Systems®
The Public Sector Software Company

Document #: 1449-15L3A

November 23, 2015

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Ms. Julie Burke
Senior Accountant
City of Turlock
156 South Broadway
Turlock, CA 95380

Dear Ms. Burke:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibit AA and Proposal Summary dated 11/23/2015) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION	**CITY OF TURLOCK, CA**
(New World)	**(Customer)**
By: _____	**By:** _____
Authorized Signature **Title**	**Authorized Signature** **Title**
	By: _____
	Authorized Signature **Title**
Date: _____	**Date:** _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

OK for Agenda

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Costs Summary: Licensed Standard Software and Implementation Services

	DESCRIPTION OF COST	COST
A.	LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	$0
B.	IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	3,600
	ONE TIME PROJECT COST:	$3,600
C.	TRAVEL EXPENSES (Estimate)	$2,800

II. Payments for Licensed Standard Software and Implementation Services

	DESCRIPTION OF PAYMENT	COST
A.	ONE TIME PROJECT PAYMENT: 1. Amount due upon the Effective Date (100%)	$3,600
	ONE TIME PROJECT PAYMENT:	$3,600
B.	TRAVEL EXPENSES (Estimate) 1. 1 trip is anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses. All travel costs will be billed weekly for services provided in the previous calendar week.	$2,800

III. Standard Software Maintenance Services

Standard Software Maintenance Agreement (SSMA) fees to remain unchanged.

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

CITY OF TURLOCK, CA

Proposal Summary

November 23, 2015

A. LOGOS.NET STANDARD APPLICATION SOFTWARE [1,2,3]		
ITEM	DESCRIPTION	INVESTMENT

DELETED STANDARD SOFTWARE

PAYROLL & HUMAN RESOURCES SUITE

1. **Logos.NET Additional Payroll & HR Modules**
   - Third Party Applicant Interface (NEOGOV)

SUB-TOTAL DELETED MODULES	($9,000)

ADDED STANDARD SOFTWARE

FINANCIAL MANAGEMENT

2. **Logos.NET Procurement Management Suite**
   - Contract Accounting

SUB-TOTAL ADDED MODULES	$9,000

NEW WORLD STANDARD SOFTWARE LICENSE FEE **$0**

TOTAL SOFTWARE LICENSE FEE [4,5]	$0

B. IMPLEMENTATION SERVICES [6]		
ITEM	DESCRIPTION	INVESTMENT

IMPLEMENTATION

1. Up to 3 days of Implementation and Training Services are included for:
   - Software Tailoring and Set Up
   - User Education and Training
   - Other Technical Support
   - Travel Time

   ** Assumes train-the-trainer approach*

TOTAL IMPLEMENTATION SERVICES	$3,600

TOTAL ONE TIME COSTS	$3,600

C. MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT

1. **STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)**

   Annual SSMA to remain unchanged.

D. TRAVEL AND LIVING EXPENSES (estimate)		
ITEM	DESCRIPTION	INVESTMENT

1. TRAVEL EXPENSES (estimate)

1 trip at $2,800/each $2,800

- Includes airfare, car rental, hotel accommodations, and per diem.

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

ENDNOTES

1 *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*

2 *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*

3 *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

4 *Prices assume that all software proposed is licensed.*

5 *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

6 *Travel and expenses are described in Section IIB of Exhibit AA.*

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $6,400 TO ACCOUNT NUMBER 240-00-000-200.51005_002 "COMMUNICATIONS FINANCIAL SOFTWARE" FROM FUND 240 "SMALL EQUIPMENT REPLACEMENT-GENERAL ADMINISTRATION" RESERVE BALANCE FOR NEW WORLD SYSTEMS CONTRACT ACCOUNTING SOFTWARE IMPLEMENTATION AND TRAINING SERVICES	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock's Mayor and City Council Policy Goals adopted on September 22, 2015 identifies the need to "identify all existing contracts and identify management responsibility/oversight"; and

WHEREAS, New World Systems offers a Contract Accounting module that will improve the efficiency in tracking information related to contracts to analyze vendors and important contract benchmarks; and

WHEREAS, New World Systems will allow the City of Turlock to trade out software purchased but not deployed.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate $6,400 to account number 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for New World Systems Contract Accounting software implementation and training services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5K

Council Synopsis

January 12, 2016

From: Michael I. Cooke, Interim City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the 2016 City Council Meeting Schedule

2. DISCUSSION OF ISSUE:

The attached Resolution sets the dates for 2016 regular City Council meetings in conformance with the Turlock Municipal Code. Turlock Municipal Code Section 2-1-02 states regular meetings of the Council shall, unless canceled by motion passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 6:00 p.m., unless such meeting date shall coincide with Christmas Eve (December 24th) or any holiday on which City Offices are closed, in which event the regular meeting shall be held on the third Tuesday of the month in which the holiday falls. In the past, Council has canceled the second regular meeting (fourth Tuesday) in August, November and December. The attached 2016 City Council Meeting Schedule reflects this past practice and includes only one meeting in August, November and December.

In addition, regular meetings for February 23, 2016 and March 8, 2016 will not be scheduled due to conflicts with Mayor Soiseth's calendar. These regular meetings have been replaced by a special meeting on March 1, 2016, to handle any matters that need to be addressed.

The proposed 2016 calendar also includes two special joint meetings on January 26, 2016 with the Planning Commission and September 27, 2016 with the Parks, Arts & Recreation Commission.

3. BASIS FOR RECOMMENDATION:

A. Staff's recommendation is based on the requirements of the Turlock Municipal Code and on past preferences expressed by members of the City Council.

Strategic Plan Initiative:

Not specifically identified within the Policy Goals and Implementation Plan as this item pertains to the ongoing operation/function of the City Council/City Government.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The adoption of this calendar will not impact the adopted budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may wish to consider scheduling meetings on every 2nd and 4th Tuesday in 2016 as set forth in the Turlock Municipal Code. This option would still allow the Council to cancel the meetings as the dates draw nearer and does not preclude the Council from setting special meetings as necessary.

B. Council may wish to amend the proposed schedule to include additional dates for workshops (i.e. goal setting, commission forums, budget workshops, community meetings, etc.). Adopting the meeting schedule as submitted does not preclude the Council from setting additional special meetings as the need arises.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE 2016 CITY COUNCIL MEETING SCHEDULE	}	**RESOLUTION NO. 2016-**

WHEREAS, annually, the City Council adopts a calendar establishing the meetings for the year; and

WHEREAS, Exhibit A sets the meeting dates for 2016 in accordance with the requirements of the Turlock Municipal Code Section 2-1-02.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby adopt the 2016 City Council Meeting Schedule as set forth in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

2016
CITY OF TURLOCK
CITY COUNCIL MEETINGS

JANUARY 12 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
JANUARY 26 ..... 5:00 p.m.	Special Joint Council/Planning Commission Meeting
JANUARY 26 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
FEBRUARY 9..... 5:00 p.m.	Special Mid-Year Budget Review Meeting
FEBRUARY 9..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
MARCH 1 ..... 6:00 p.m.	Special City Council Meeting
MARCH 22 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
APRIL 12..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
APRIL 26..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
MAY 10..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
MAY 24..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
JUNE 14..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
JUNE 28..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
JULY 12 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
JULY 26 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
AUGUST 9 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
SEPTEMBER 13 ... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
SEPTEMBER 27 ... 5:00 p.m.	Special Joint Council/Parks, Arts & Recreation Commission Meeting
SEPTEMBER 27 ... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
OCTOBER 11..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
OCTOBER 25..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
NOVEMBER 8..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
NOVEMBER 15..... 6:00 p.m.	Special City Council Meeting
DECEMBER 13 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*

2017

JANUARY 10 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*
JANUARY 24 ..... 6:00 p.m.	*(also Regular meeting for the SA/PFA)*

Meetings are scheduled to be held in the Yosemite Community Room, Turlock City Hall, 156 S. Broadway, Turlock. See meeting agenda for possible changes in location.

6A

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:

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 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2016.

_____
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.

(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.

(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 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2016.

GARY SOISETH, Mayor

ATTEST:

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

6B

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 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 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2016.

_____
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 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2016.

_____
GARY SOISETH, Mayor

ATTEST:

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

7A

Council Synopsis

January 12, 2016

From: Mark Gomez, Fire Marshal

Prepared by: Deandra R. Wiley, Neighborhood Services Staff Services Assistant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for abatement costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

The City Council has previously declared certain weeds, obnoxious growth, and other debris on property and abandoned vehicles to be a nuisance and the City has ordered abatement of such nuisances on certain properties.

3. BASIS FOR RECOMMENDATION:

Assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount of fifty-eight percent (58%) of the cost of the abatement.

Policy Goal and Implementation Plan Initiative:

Policy Goal #3: Public Safety:

General Principles:

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

Reimbursement costs of abatement plus administrative fee of 58% into account 110-20-220.35062 "Abatement Revenue."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may wish to consider not assessing the property owners for reimbursement of abatement costs plus administrative fees. This would put a financial burden on the budget.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING PROPERTIES FOR ABATEMENT COSTS AND ESTABLISHING A LIEN FOR PAYMENT	}	**RESOLUTION NO. 2016-**

WHEREAS, the City Council has previously declared certain weeds, obnoxious growth and other debris on property and abandoned vehicles to be a nuisance, and the City has ordered abatement of such nuisances on certain properties; and

WHEREAS, the City Council has held a hearing on the costs assessed to the owners of properties containing such nuisances and abated by the City, together with administrative costs of fifty-eight (58%) percent of the cost of the abatement; and

WHEREAS, the City Council has heard objections to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirm that the assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

NAME OF OWNER	LOCATION OF PROPERTY	ABATEMENT		AMOUNT ASSESSED		
		DATE	NUMBER			
VERMONT PLACE HOMEOWNERS 2859 GEER RD STE B TURLOCK CA 95380	0 VERMONT ST	9/3/15	050-004-057-000	Rate:	Cost:	Total:
				3 Men/8 Hours	$30.00/hr	$720.00
				Hauling Fee/1 trip	$60.00/trip	$60.00
				Dump Fees plus 5%		$18.70
				+58% Admin Fee		$463.24
				Total abatement cost:		**$1,261.94**
				ISSUED NOTICES		
				1st Notice & Warning Cite:		3/9/15
				2nd Notice:		3/24/15
				3rd Notice:		4/9/15
				Warrant (Mailed to owner):		8/19/15
				Abatement Clean Up:		9/3/15

7B

Council Synopsis

January 12, 2016

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Confirmation: City Clerk confirms: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results (Project Planner to prompt and facilitate these steps)

Public Hearing: Mayor and City Council conduct public hearing confirming that no protests have been received – close hearing and adopt the two resolutions below

Resolution: Calling a Special, Mailed-Ballot Election respecting Proposed Annexation No. 23 to existing Community Facilities District No. 2 (Services Mitigation)

Resolution: Declaring the results of Mailed-Ballot Election respecting Proposed Annexation No. 23 to Community Facilities District No. 2 (Services Mitigation) and ordering annexation

2. DISCUSSION OF ISSUE:

Annexation No. 23 to CFD No. 2, is located at 900 West Monte Vista Avenue, more accurately described as Stanislaus County Assessor's Parcel Number 071-006-021. The approximately five (5) acre parcel is zoned High Density Residential (RH) and is part of the construction of a 180-unit, 600-bed student housing project, called "The Vista Student Housing".

Background

A Fiscal Impact Study of new residential development on General Fund supported services (Police, Fire, Park maintenance, Planning, etc.) concluded

that current General Fund revenues are inadequate to support both existing as well as General Plan levels of services. In response, the City Council adopted a policy (Resolution No. 2004-189) to require all new residential development not otherwise entitled by existing zoning to be included in a Community Facilities or Mello-Roos District as a condition of development. At its meeting of October 26, 2004, the City Council formed Turlock Community Facilities District No. 2 (CFD No. 2), which will generate additional General Fund revenues from an additional tax imposed on new residential units.

At the initial formation of the CFD No. 2 in 2004, the following tax schedule was applied for each new unit: years 1-3: $400 per year; years 4-6: $500 per year; years 7-9: $600 per year. After the ninth (9^{th}) year, the annual cost increases by 2% annually. The district is in its 11^{th} year so the assessment for year 2015/16 is $624 and will increase by 2% annually going forward. The fee is assessed once the units are constructed and ready for occupancy.

The annexation process entails a public hearing and, where there is unanimous agreement among property owner(s) and fewer than 12 voters, an immediate election. In this case there are zero registered voters in the project area included in this Annexation Number 23. Staff will guide the City Council and City Clerk through the process. Staff is in possession of all the documents required to conduct and conclude an election to approve the annexation to the district.

3. BASIS FOR RECOMMENDATION:

A. The need to increase General Fund Revenue to meet the additional demand for services created by new residents living in new homes built in newly approved residential development.

B. **Policy Goal and Implementation Plan Initiative:**

Policy Goal #2: Fiscal Responsibility

General Principles:
1. Create a balanced, sustainable budget.

Action Items:
1. Create a balanced and sustainable budget.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The approval and application of CFD No. 2 (Services Mitigation) will increase revenues to fund General Fund supported services as the city's population increases from new homes (see above for revenue estimates).

Budget Amendment: None. CFD No. 2 (Services Mitigation) will generate General Fund revenue that will be used to pay for General Fund supported services and will be reflected in future budgets.

5. CITY MANAGER'S COMMENTS:

The CFD No. 2 (Services Mitigation) will generate additional revenue to meet the additional service demand created by the population growth associated with new residential development. The imposition of this tax will insure that new growth will "pay its own way."

6. ENVIRONMENTAL DETERMINATION:

This action does not constitute a "project" subject to CEQA review. Pursuant to Section 15378(b)(4) of the CEQA Guidelines, the creation of governmental funding mechanisms that do not make a commitment to a specific project that has the potential to result in a significant physical impact on the environment are not defined as "projects" under CEQA and, therefore, are not subject to CEQA review. The annexation of this property to CFD #2 for the purpose of funding ongoing operations of police, fire and park maintenance personnel has no potential to cause a physical change in the environment.

7. ALTERNATIVES:

A. **Provide no additional General Fund revenues to mitigate the decline in the level of General Fund supported services for the entire community.** This option is not recommended as City General Funds are not sufficient to maintain the level of service standards for police, fire and park maintenance adopted in the Turlock General Plan. Also, projects requiring a legislative action, such as a Planned Development, are required by the resolutions enacting CFD #2 to annex to the District.

B. **Balance revenues and expenses by reducing General Fund supported services rather than seek new revenue.** Based on the Fiscal Impact Analysis prepared to form the District, it would be very difficult for the City to identify sufficient General Fund revenues to pay for the services funded through the CFD. That being said, the enacting resolution does provide the option to the City Council to terminate the CFD, in its entirety, at any time that the City Council believes that the funds are no longer required to support these services. What that would mean is that the entire CFD would be dissolved and all properties annexed to the District would no longer be required to pay for these services.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CALLING A SPECIAL, MAILED-BALLOT ELECTION RESPECTING PROPOSED ANNEXATION NO. 23 TO EXISTING COMMUNITY FACILITIES DISTRICT NO. 2 (SERVICES MITIGATION)	**RESOLUTION NO. 2016-**

WHEREAS, reference is made to the Resolution Declaring Intention to Order Annexation No. 23 (henceforth referred to as "the Resolution of Intention"), adopted by this City Council on November 10, 2015, to annex the SUBJECT PROPERTY, located at 900 West Monte Vista Avenue (Stanislaus County Assessor's Parcel 071-006-021), to the Existing Community Facilities District No. 2 (Services Mitigation) for the description of the petition received from the owners of the SUBJECT PROPERTY which the Owners are requesting be annexed to the existing Community Facilities District No. 2 (Services Mitigation) ("CFD No. 2"); and

WHEREAS, this City Council scheduled this same date as the date for the public hearing with respect to the proposed annexation of the SUBJECT PROPERTY located at 900 West Monte Vista Avenue (the "Proposed Annexation"); and

WHEREAS, on this same date, at the time set for the public hearing by the Resolution of Intention, this City Council conducted the public hearing, and at the close of the public hearing this City Council determined that a majority protest under Section 53324 of the Government Code was not made at the hearing; and

WHEREAS, in order to proceed with the Proposed Annexation, as provided by the Resolution of Intention, the matter must be submitted to an election of the qualified electors in the territory of the SUBJECT PROPERTY, as provided in the form of special election ballot attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, a Certificate Regarding Registered Voters and Landowners (the "Certificate") has been filed with the City Clerk (the "Clerk"), certifying that at no time during the ninety days preceding the close of the protest hearing on this date, were there ever any persons registered to vote within the territory of the SUBJECT PROPERTY, with the result that, pursuant to Section 53326 of the Government Code, the qualified electors for the proposed special election shall be the Owners.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. This City Council finds and determines that the foregoing recitals are true and correct.

2. This City Council accepts the Certificate heretofore filed in these proceedings and finds, in accordance therewith, that there presently are, and at all times during the ninety days just past there have not been any registered voters residing within the

boundaries of the SUBJECT PROPERTY. Accordingly, under Section 53326 of the Government Code, the qualified electors for the proposed special election shall be the Owners.

3. This City Council further finds and determines that the Owners are the sole landowner of record of the SUBJECT PROPERTY and that the Certificate correctly sets forth the amount of property owned by the Owner, the number of votes to which the Owner is entitled pursuant to said Section 53326 being said number of acres rounded up to the nearest whole integer

4. This City Council further finds and determines that an authorized representative of the Owners have filed with the Clerk (a) the special election ballots pertaining to the SUBJECT PROPERTY and (b) waiver and consents, by which the time limits and related requirements respecting preparation and distribution of election materials are waived.

5. Pursuant to Sections 53326 and 53351 of the Government Code, this City Council hereby calls an election, to be held and conducted forthwith upon adoption of this resolution, and sets this same date as the election date. Pursuant to Section 53326 of the Government Code, the election shall be conducted by mailed ballot; provided that personal service of the ballot is permitted under the terms of the waiver and consent on file with the Clerk and shall therefore be permitted and ratified. The action of the Clerk in having made personal service of the ballot, in the form of Exhibit A, to the Owner is hereby ratified.

6. The measure to be submitted to the qualified electors of the SUBJECT PROPERTY shall be as set forth in Exhibit A.

7. The Clerk, having received the only eligible ballots prior to adoption of this resolution, shall immediately close the election and declare the results to this City Council.

8. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 12th day of January, 2016, 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

(Form of Special Election Ballot)

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES MITIGATION)

ANNEXATION NO. 23

SPECIAL ELECTION BALLOT

(Mailed-Ballot Election)

This ballot is for the use of the authorized representative of the following owner of land within the City of Turlock Community Facilities District No. 2 ("CFD No. 2"):

Name of Landowner	Number of Acres Owned	Total Votes
Phoenix Family LP	5	5

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Turlock (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner.

In order to be counted, this ballot must be executed and certified below and be returned to the City Clerk, either by mail or in person, prior to 10:00 A. M. on January 12, 2016, or as soon thereafter as the matter of the special election for Annexation No. 23 to CFD No. 2 shall be considered by the Council at its meeting on said date, to:

City Clerk
City of Turlock
156 South Broadway
Turlock, CA 95380

Mailing by January 12, 2016 will not be sufficient. The ballot must be physically received by the Clerk prior to the deadline in order to be counted.

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES MITIGATION)

ANNEXATION NO. 23

SPECIAL ELECTION BALLOT

Page 2

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT.

BALLOT MEASURE

	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Turlock be authorized to order the annexation of the property shown on the map entitled "Proposed Boundaries, Annexation No. 2" to its existing Community Facilities District No. 2 ("CFD No. 2") and levy the special tax previously authorized for CFD No. 2 on said property to finance authorized services, all as specified in its resolutions pertaining thereto?	YES X NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10-7, 2015.

By _____ Manager
(Signature)

Phoenix Family L.P., by its General Partner, Renaissance Enterprises LLC
(Print Name and Title)

In the event this Special Election Ballot is executed in reliance upon an "Appointment of Representative to Execute Waiver and Consent and to Cast Ballot," a photocopy of the dated and signed appointment form must be attached hereto prior to submission of this Special Election Ballot and the related Waiver and Consent to the Clerk.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE RESULTS OF MAILED-BALLOT ELECTION RESPECTING PROPOSED ANNEXATION NO. 23 TO COMMUNITY FACILITIES DISTRICT NO. 2 (SERVICES MITIGATION) AND ORDERING ANNEXATION	**RESOLUTION NO. 2016-**

WHEREAS, on this date, at the time set for the public hearing in the matter of annexing the SUBJECT PROPERTY located at 900 West Monte Vista Avenue (Stanislaus County Assessor's Parcel 071-006-021), as shown on the attached map (Attachment 1) to Community Facilities District No. 2 (Services Mitigation) ("CFD No. 2") by its Resolution Declaring Intention to Order Annexation No. 23 to Existing Community Facilities District No. 2, this City Council conducted the public hearing, and at the close of the public hearing, this City Council determined that a majority protest under Section 53339.6 of the Government Code was not made at the hearing; and

WHEREAS, at the conclusion of the public hearing, this City Council adopted its Resolution Calling Special Mailed-Ballot Election Respecting Proposed Annexation No. 23 to Existing Community Facilities District No. 2 (Services Mitigation) pursuant to Section 53339.7 of the Government Code; and

WHEREAS, by said resolution calling the election, the two questions of annexing the SUBJECT PROPERTY and levying a special tax as previously authorized for property within CFD No. 2 were combined into a single ballot measure pursuant to Section 53353.5 of the Government Code, as provided in the form of special election ballot attached thereto as Exhibit A; and

WHEREAS, a Certificate of Clerk regarding Receipt of Property Owner Waiver and Consent Form and Ballot and Declaring Election Results, dated this same date (the "Clerk's Certificate"), executed by the City Clerk (the "Clerk"), has been filed with this City Council, certifying that a completed ballot has been returned to the Clerk for the sole landowner-voter eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

WHEREAS, this City Council has received, reviewed and hereby accepts the Clerk's Certificate and wishes by this resolution to declare the results of the special mailed-ballot election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. This City Council finds and determines that the foregoing recitals are true and correct.

2. This City Council hereby finds and determines and declares that the ballot measure submitted to the qualified elector of CFD No. 2 has been passed and approved by that qualified elector in accordance with Sections 53339.8 and 53355 of the Government Code, and the SUBJECT PROPERTY is hereby declared annexed to CFD No. 2 and made subject to the special tax of CFD No. 2 in accordance with the rate and method of apportionment of special tax previously approved for CFD No. 2.

3. This City Council hereby authorizes and directs the Clerk to cause the following:

   a. The recordation with the Stanislaus County Recorder (the "County Recorder") of the map titled "Proposed Boundaries, Annexation No. 23, City of Turlock Community Facilities District No. 2 (Services Mitigation)," which map is on file with the Clerk; and

   b. The preparation and recordation with the County Recorder of a notice of special tax lien in accordance with the provisions of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code. Said notice shall be recorded in said County Recorder's office within 15 days of today's date.

4. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

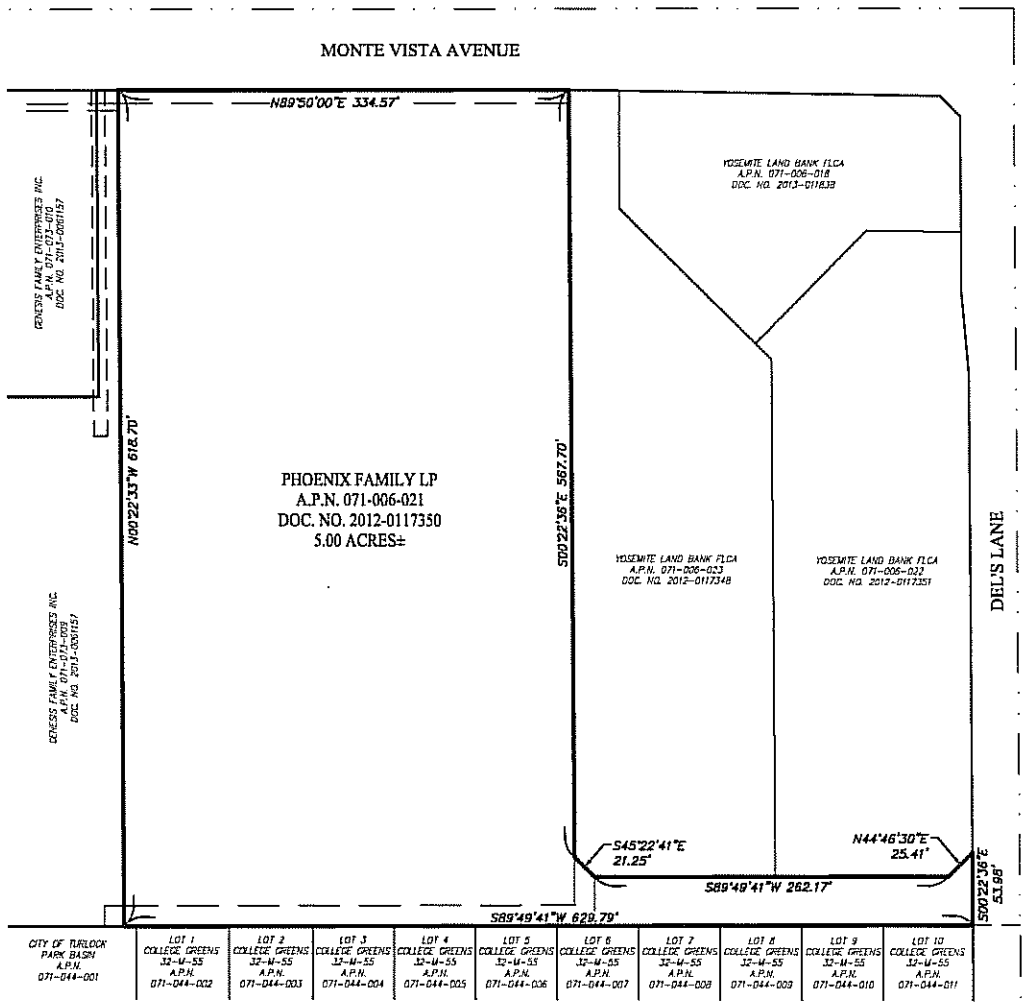
ATTEST:

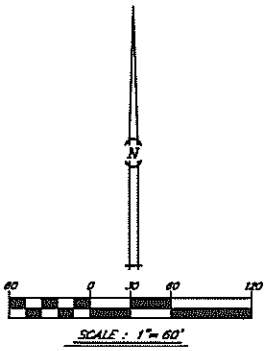
_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus
State of California

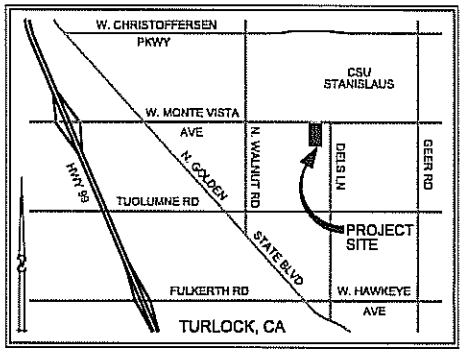
SURVEYOR'S STATEMENT

THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECTION.
HAWKINS & ASSOCIATES ENGINEERING, INC.

KEVIN J. GENASCI, P.L.S. 8660 DATE







VICINITY MAP
NO SCALE

CITY CLERK'S CERTIFICATE

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF TURLOCK THIS _____ DAY OF _____, 2015

CITY CLERK

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE CITY OF TURLOCK COMMUNITY FACILITIES DISTRICT NO. 2004-2, COUNTY OF STANISLAUS, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TURLOCK AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2015, BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF TURLOCK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2015, AT THE HOUR OF _____ O'CLOCK ____M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF STANISLAUS

PROPOSED BOUNDARIES
ANNEXATION NO. 23, CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT
NO. 2 (SERVICES MITIGATION)

COUNTY OF STANISLAUS
STATE OF CALIFORNIA

OCTOBER, 2015
PAGE 1 OF 1

HAWKINS & ASSOCIATES ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CALIFORNIA 95354

JOB NO. 2590G

EXHIBIT A

(Form of Special Election Ballot)

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES MITIGATION)

ANNEXATION NO. 23

SPECIAL ELECTION BALLOT

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Phoenix Family LP	5	5

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Turlock (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner.

In order to be counted, this ballot must be executed and certified below and be returned to the City Clerk, either by mail or in person, prior to 10:00 A. M. on January 12, 2016, or as soon thereafter as the matter of the special election for Annexation No. 23 to CFD No. 2 shall be considered by the Council at its meeting on said date, to:

City Clerk
City of Turlock
156 South Broadway
Turlock, CA 95380

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CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES MITIGATION)

ANNEXATION NO. 23

SPECIAL ELECTION BALLOT

Page 2

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BALLOT MEASURE

	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Turlock be authorized to order the annexation of the property shown on the map entitled "Proposed Boundaries, Annexation No. 2" to its existing Community Facilities District No. 2 ("CFD No. 2") and levy the special tax previously authorized for CFD No. 2 on said property to finance authorized services, all as specified in its resolutions pertaining thereto?	YES X NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10-7, 2015.

By _____ Manager
(Signature)

Phoenix Family L.P., by its General Partner, Renaissance Enterprises LLC
(Print Name and Title)

In the event this Special Election Ballot is executed in reliance upon an "Appointment of Representative to Execute Waiver and Consent and to Cast Ballot," a photocopy of the dated and signed appointment form must be attached hereto prior to submission of this Special Election Ballot and the related Waiver and Consent to the Clerk.

8A

Council Synopsis

January 12, 2016

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

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

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Determining that the Phase I of the Turlock Municipal Airport Runway 12/30 Widening Project is Exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and determining the project is categorically excluded from the provisions of NEPA, pursuant to FAA Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance (310e)

Resolution: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Phase I, Runway 12/30 Widening Project

2. DISCUSSION OF ISSUE:

The City of Turlock is requesting Federal Assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport. Phase I of the Runway Widening Project will include: grading and drainage improvements to the runway safety area, relocation of the wind indicator from the Object Free Area, and various infrastructure improvements including airfield electrical upgrades.

Due to funding constraints, the intent is to utilize available General Aviation entitlement funds to construct these improvements as the first phase and the actual widening of Runway 12/30 to 60 feet in the next phase.

Runway 12/30 is currently 50 feet wide x 2,985 feet long. The runway does not meet the FAA's runway design standards of 60 feet in width as specified in FAA Advisory Circular (AC) 150/5300-13 A, Appendix 7 – Runway Design Standards Matrix, Table A7-1. It is the intent of this project to widen the runway to meet the design standards and provide grading and drainage of the runway safety areas to ensure compliance with RSA requirements. In complying with FAA design standards, this project will provide a safer environment for the aeronautical users of the airport as required by Airport Sponsor Grant Assurance No. 19.

3. BASIS FOR RECOMMENDATION:

Policy Goal #4 – Municipal Infrastructure

Action Item #15: Initiate the construction improvements at the Turlock Municipal Airport.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Federal Aviation Administration requires the Sponsor (City of Turlock) to contribute 10% in matching funds toward the grant project. The total project cost is calculated at $666,667 resulting in a match of $66,667. The City intends to fund the match through a combination of Airport Enterprise Funds ($36,667) and State grant funds ($30,000).

The Federal grant request is $600,000 and if awarded, funds will be accounted for on a reimbursement basis into Fund 401 "Airport Administration" in Fiscal Year 16/17.

It is anticipated that the majority of reserve Airport Enterprise Funds will be exhausted after Phase I is complete. Staff is actively evaluating options for generating the match dollars for Phase II which are estimated at approximately $173,700. This match could be achieved through a variety of options including but not limited to, Airport Enterprise Funds, State grant funds, In-Kind Force Accounting or an Inter-Fund loan. While Phase II is scheduled to begin in fiscal year 17/18, a delay may be necessary until adequate match funds are available.

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of CEQA in accordance Section 15301 (Exiting Facilities). The improvements being made are to upgrade the facility to existing FAA safety standards and will not increase the capacity of the airport or allow the airport to operate a different mix of aircraft.

The project qualifies for a Categorical Exclusion from NEPA according to FAA order 1050.1E Chapter 3. 310, Categorical Exclusions for Facility Siting, Construction and Maintenance (310e). The project meets the requirements of FAA Order 1050.1E paragraph 310(e) as it is Federal financial assistance for the widening of the existing runway as well as electrical upgrades all within the existing airport site. This project will not create environmental impacts outside of an airport or launch facility property.

7. ALTERNATIVES:

A). Council may not approve the request. Staff does not recommend this action because this could curtail future development opportunities at the Turlock Municipal Airport.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THAT PHASE I OF THE TURLOCK MUNICIPAL AIRPORT RUNWAY 12/30 WIDENING PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND DETERMINING THE PROJECT IS CATEGORICALLY EXCLUDED FROM THE PROVISION OF NEPA, PURSUANT TO FAA ORDER 1050.1E CHAPTER 3. 310 FOR FACILITY SITING, CONSTRUCTION AND MAINTENANCE (310e)	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock is applying for a grant with the Federal Aviation Administration (FAA) to fund Phase I of the Runway 12/30 Widening Project to improve the operation, safety and efficiency of the Turlock Municipal Airport; and

WHEREAS, the project will upgrade the existing facility to meet existing FAA safety standards, including the widening of the runway, but will not change the number or type of aircraft that can be accommodated by the airport; and

WHEREAS, the proposed project consists of repair, maintenance and minor alterations to the existing airport facility and the project will not result in any expansion of the existing use beyond the current use; and

WHEREAS, the FAA requires the City to make a NEPA and CEQA determination prior to authorizing funding, and

WHEREAS, the proposed amendments do not have the potential to cause a significant effect on the environment or to create environmental impacts outside of the airport property; and

WHEREAS, the City Council of the City of Turlock held a duly noticed public hearing on January 12, 2016, to solicit public comment and testimony regarding the environmental document and the project.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. 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 15301 (Existing Facilities).

Section 2. That the City Council does hereby find and determine that the project is categorically excluded from the provisions of NEPA pursuant to FAA Order 1050.1E paragraph 310(e) as detailed in Appendix A. Documented Catex, Exhibit A attached to this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

APPENDIX A. DOCUMENTED CATEX

Airport sponsors should use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1E and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and consult with the FAA Environmental Protection Specialist about the type of information needed. Complete this form and send it with any supporting environmental resource documentation to the appropriate FAA Airports Division/District Office. The form and supporting documentation should be provided in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, to allow sufficient time for review. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

It is ultimately the sponsor's responsibility to ensure that all of the information necessary for the FAA to make an environmental determination is accurate and complete.

Name of Airport, LOC ID, and Location

a 5

Project Title

RSA Improvements and Airfield Electrical Upgrades (Widen Runway 12/30 - Phase 1 Construction)

Provide a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, changing flight procedures, and designating or developing haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

The City of Turlock is requesting Federal Assistance in its efforts to improve and enhance the operation, safey, and efficiency of the Turlock Municipal Airport. Phase 1 of the Runway Widening project will include: Grading and Drainage Improvements to the RSA; Relocation of Wind Indicator from the OFA and Infrastructure improvements including airfield electrical upgrades. Runway 12/30 is currently 50 feet wide x 2,985 feet long. The runway does not meet the FAA's runway design standards of 60 feet in width as specified in FAA Advisory Circular (AC) 150/5300-13 A, Appendix 7 - Runway Design Standards Matrix, Table A7-1. It is the intent of the project to widen the runway to meet the design standards and provide grading and drainage of the runway safety areas to insure compliance with RSA requirements. In complying with FAA design standards this project will provide a safer environment for the aeronautical users of the airport as required by Airport Sponsor Grant Assurance No. 19.

Provide a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding the airport property.

Turlock Municipal Airport, Runway 12/30 located in Merced County in the State of California

Identify the appropriate CATEX paragraph(s) from Order 1050.1E (paragraph 307-312) or 5050.4B (tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

The project meet the requirements of FAA Order 1050.1E paragraph 310(e): Federal financial assistance, licensing, or Airport Layout Plan (ALP) approval for construction or repair of a runway that is existing or taxiway, apron, loading ramp, or safety runway area including extension, strenthening, reconstruction, resurfacing, marking, grooving, fillets and jet blast facilities, provided the action will not create environmental impacts outside of an airport or launch facility property. (APP, AST)

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1E, 5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Indicate whether or not there would be any effects under the particular resource topic and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

304a. National Historic Preservation Act (NHPA) resources

Projects that have the potential to cause effects on historic properties require a Section 106 finding in order to meet the requirements of the NHPA regardless of the type of NEPA document being completed. Check with your local Airports Division/District Office to determine if a Section 106 finding is required. Consultation with the State Historic Preservation Officer/Tribal Historic Preservation Officer (SHPO/THPO) may be required, and should be conducted through the FAA.

	YES	NO
Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein. The project will not affect any structures on the site and is not located near any historical site or structures. The project is not located in an area that is believed to have significant scientific, prehistoric, archeological, or palentological resources according to the 2030 Merced County General Plan Draft Program Environmental Impact Report, Biological Resources Chapter.	☐	☒
Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects.	☐	☒
Is the project area previously undisturbed? If yes, provide more information.	☐	☒

	YES	NO
Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO may be required.	☐	☒

304b. Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1E) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance.	☐	☒
Will project construction or operation directly or constructively "use" any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See Desk Reference Chapter 7.	☐	☒
Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties.	☐	☒

304c. Natural, Ecological, or Scenic Resources

This section covers a broad range of categories from farmlands to endangered species to coastal resources to wild and scenic rivers. Items to consider include:

Coastal Resources	YES	NO
Will the project occur in or impact a coastal zone as defined by the State's Coastal Zone Management Plan (CZMP)? If yes, discuss the project's consistency with the State's CZMP. Attach the consistency determination if applicable. The Project is not located in a County subject to a Coastal Zone Management Plan. The Project is located more than 100 miles from the California Coastline and is located outside a coastal zone as defined by the California Coastal Zone Management area.	☐	☒
Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service? The Coastal Barrier Resources Act has not identified any coast barrier islands on the West Coast.	☐	☒

Ecological Resources	YES	NO
Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle. The Project does not have the potential to directly or indirectly impact critical habitat or existing plant communities and/or displace wildlife or fish. The Project will be conducted on current airport property and involves a minor expansion of the runway area. The affected area is not identified as a wetland and is not utilized by any migratory birds or other species. The project in not located within an area that has been identfied as a habitat area for any of the species identified in FAA Advisory Circular 150/5200-33B.	☐	☒
Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat? If yes, consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated.	☐	☒
Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize or mitigation impacts (such as timing windows determined in consultation with the USFWS).	☐	☒
Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize or mitigate impacts.	☐	☒
Does the project have the potential to impact fish habitat protected under the Magnuson-Stevens Act? If yes, after notifying the FAA and the airport sponsor will take the necessary consultation action. Actions may include preparing an Essential Fish Habitat assessment and consultation with the National Marine Fisheries Service. Describe any adverse impacts, and any conservation measures needed to avoid such impacts.	☐	☒

Farmland	YES	NO
Is there prime, unique, state or locally important farmland in/near the project area? Describe any significant impacts from the project. The Project will be conducted entirely within the boundary of the existing airport property. No conversion of farmland is proposed.	☐	☒
Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006.	☐	☒

Floodplains	YES	NO
Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation.	☐	☒

Wetlands and Other Waters of the U.S.	YES	NO
Are there any wetlands or other waters of the U.S. in or near the project area?	☐	☒
Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination.	☐	☒
If a delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands. The affected area is not identified as a wetland and is not utilized by any migratory birds or other species. (See Attachment 1; Source 2030 Merced County General Plan, Draft Program Environmental Impact Report, Biological Resources Chapter, November 2012)	☒	☐

Wetlands and Other Waters of the U.S.	YES	NO
If yes, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact.	☐	☒
Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit?	☐	☒

Wild and Scenic Rivers	YES	NO
Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project?	☐	☒
Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark?	☐	☒

304d. Disruption of an Established Community

	YES	NO
Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community?	☐	☒
Are residents or businesses being relocated as part of the project?	☐	☒

Environmental Justice	YES	NO
Are there minority and/or low-income populations in/near the project area?	☐	☒
Will the project cause any disproportionately high and adverse impacts to minority and/or low-income populations? Attach census data if warranted.	☐	☒

304e. Surface Transportation

	YES	NO
Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided?	☐	☒
Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred.	☐	☒

304f. Noise

	YES	NO
Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix?	☐	☒
Will the project cause a change in airfield configuration, runway use, or flight patterns - either during construction or after the project is implemented?	☐	☒
Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations.	☐	☒
Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method? If yes, provide that documentation.	☐	☒
Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour?	☐	☒

304g. Air Quality

	YES	NO
Is the project located in a Clean Air Act non-attainment or maintenance area?	☒	☐
If yes, is it listed as exempt, presumed to conform, or will emissions (including construction emissions) from the project be below *de minimis* levels? (Provide the paragraph citation for the exemption or presumed to conform list below, if applicable.) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation. If exempt or "presumed to conform", skip the next two questions. The Project is located within an air basin designated "extreme" nonattainment area for federal 8-hour ozone standard and nonattainment for PM 2.5 (Source: San Joaquin Valley Air Pollution Control District, see Attachment 2). Because the project will not increase the capacity of the airport or allow the airport to operate a different mix of aircraft, no long-term increase in emissions is expected from the project. The Project will generate less than 10 tons per year of Ozone precursor emissions and will not generate additonal PM 2.5. The project will not increase airside or surface vehicular activities. Therefore, the Project does not meet or exceed the project review thresholds established by the San Joaquin Valley Air Pollution Control District Rule 9510 (Indirect Source Review). The project qualifies as an "exempted action" under 40 C.F.R. Part 51.853(c)(2)(x) (Air Quality Conformity) (facilities will operate similar to current scope and operation). (Source: http://www.valleyair.org/rules/currntrules/r9510.pdf)	☒	☐
Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles?	☐	☒
Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendment of 1990?	☐	☒
Does the airport have 180,000 general aviation and air taxi operations or 1.3 million enplanements annually? If yes, an air quality analysis may be required if the project would result in a change in operations.	☐	☒

304h. Water Quality

Airport projects may cause water quality impacts due to their proximity to waterways. Airport related water quality impacts can occur from both point and non-point (stormwater runoff) sources.

	YES	NO
Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers, and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.).	☐	☒
Will the project impact any of the identified water resources? Describe any steps that will be taken to protect water resources during and after construction.	☐	☒
Will the project increase the amount or rate of stormwater runoff? Describe any steps that will be taken to ensure it will not impact water quality. Additional storwater runoff equal to the increased impervious area associated with the widening of the runway will be generated. This additional runoff will be captured by a trench drain and will drain to an exisiting on-site landscaped swale. The swale has enough existing capacity to accommodate the additional runoff. The runoff will remain on-site and will percolate through the landscaped swale.	☐	☒
Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts?	☐	☒
Are any permits required? If yes, list the appropriate permits. The Project will will be required to comply with the Regional Water Quality Board's NPDES General Permit for Discharges of Stormwater Runoff Associated with Construction Activity (General Construction Permit, 99-08-DWQ). This permit requires the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) for construction activities.	☒	☐

304i. Highly Controversial on Environmental Grounds

	YES	NO
Is the project highly controversial? The term "highly controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action.	☐	☒

304j. Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located?	☐	☒
Is the project incompatible with surrounding land uses?	☐	☒

304k. Lighting, Visual, Hazardous Materials, Construction Impacts, Etc.

Light Emissions and Visual Effects

Airport related lighting facilities and activities could affect surrounding light-sensitive areas such as homes, parks, recreation areas, etc. Visual affects deal broadly with the extent to which airport development contrasts with the existing environment/setting.

	YES	NO
Will the proposed project produce light emission impacts? The Project will add safety lighting however it is not expected to create a major source of light that will adversely affect adjacent residents. The nearest residence is located approximately 1,000 feet from from the end of the runway. The Project is consistent with the Airport Master Plan adopted in 2008.	☒	☐

	YES	NO
Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts?	☐	☒

Hazardous Materials

Federal, State, and local laws regulate hazardous materials use, storage, transport or disposal. Disrupting sites containing hazardous materials or contaminates may cause significant impacts to soil, surface water, groundwater, air quality, humans, wildlife, and the organisms using these resources. This category also includes solid waste and hazardous substances.

	YES	NO
Does the project involve or affect hazardous materials?	☐	☒
Will construction take place in an area that contains or previously contained hazardous materials? Record searches of the Regional Water Quality Control Board GEOTRACKER Program and the California Department of Toxic Substances and Control (DTSC) ENVIROSTOR show three inactive or closed cases on or near the project site. (See attachment 4)	☒	☐
If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants? N/A the project does not involve any land acquisition, the project area is within the existing airport grounds.	☐	☒
Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled?	☐	☒

Construction

Construction may cause various environmental effects including, but not limited to, increases in dust, aircraft and heavy equipment emissions, stormwater runoff, spill/leaking petroleum, and noise.

	YES	NO
Will the project result in construction impacts, such as reducing local air quality, increase erosion, pollutant runoff, or noise, or disrupt local traffic patterns? If yes, describe measures to avoid and minimize construction impacts. During construction, it is likely that the runway will be intermittently closed to allow for the various tasks to be completed. Efforts will be made to inform airport users of these closures in advance and steps will be taken to minimize the length of the closures.	☒	☐
Will the project create short term impacts? During construction it is likely that the runway will be interminttently closed to allow for the various tasks to be completed.	☒	☐
Will the project result in long term/permanent impacts?	☐	☒

Energy Supply and Natural Resources	YES	NO
Will the project change energy requirements or use consumable natural resources?	☐	☒
Will the project change aircraft/vehicle traffic patterns that could alter fuel usage?	☐	☒

Public Involvement

Through public participation, federal agencies disclose information about a proposed project and expected environmental effects. Many of the special purpose laws (National Historic Preservation Act, Clean Water Act, etc.) require public notice and the opportunity for public involvement.

	YES	NO
Was there any public notification or involvement? If yes, provide documentation.	☐	☒

Indirect/Secondary/Induced Impacts

Indirect/Secondary/Induced Impacts are caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable. They may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air and water and other natural systems, including ecosystems.

	YES	NO
Will the project result in indirect/secondary/induced impacts?	☐	☒
When considered with other past, present, and reasonably foreseeable future projects, on or off airport property and regardless of funding source, would the proposed project result in a significant cumulative impact?	☐	☒

Permits

List any permits required for the proposed project that have not been previously discussed. Provide details on the status of permits.

None

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

No environmental commitments are required for this project to qualify for a CATEX, the project will not have an adverse effect on the environment.

Preparer Information

Point of Contact: Allison Van Guilder

Address: 144 S. Broadway

City: Turlock **State**: CA **ZIP code**: 95380

Phone Number: 209-668-5594 **Email Address**: avanguilder@turlock.ca.us

Signature: _____ Date: _____

Airport Sponsor Information and Certification
(may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact: Michael I. Cooke

Address: 156 S Broadway

City: Turlock **State**: CA **ZIP code**: 95380

Phone Number: 209-668-5540 **Email Address**: mcooke@turlock.ca.us

Additional Name(s):

Additional Email Address(es):

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature: _____ Date: _____

FAA Decision

Having reviewed the above information, certified by the responsible airport official, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

☐ No further NEPA review required. Project is categorically excluded per (cite applicable 10501.E CATEX that applies)

☐ An Environmental Assessment (EA) is required.

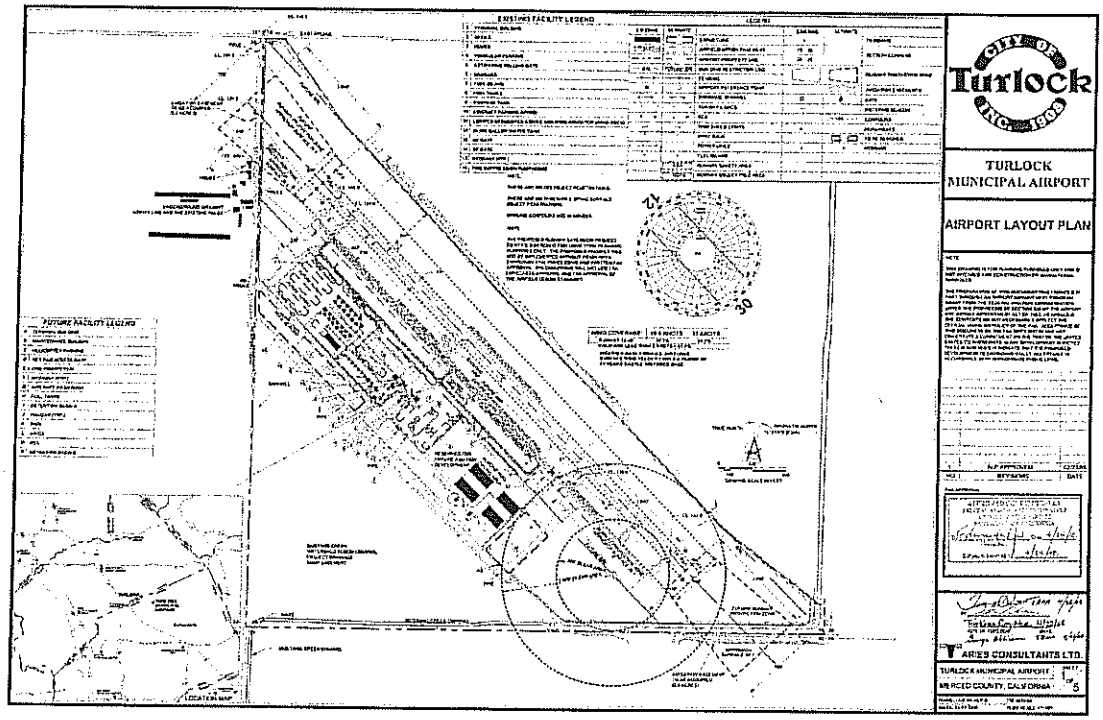
☐ An Environmental Impact Statement (EIS) is required.

☐ The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Name: _____ Title: _____

Responsible FAA Official

Signature: _____ Date: _____



ATTACHMENT 1

AIRPORT DATA

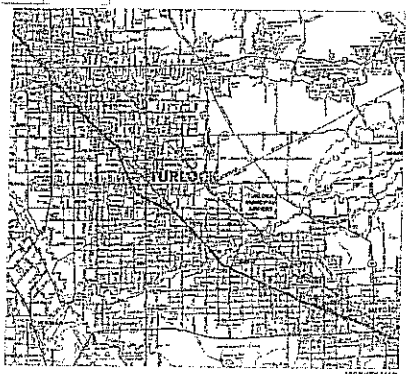
		EXISTING	ULTIMATE
AIRPORT ELEVATION (MSL) (FEET (NAVD 88))		118'	122'
AIRPORT REFERENCE	LATITUDE	37°29'45"N	37°29'37"N
POINT (ARP) COORDINATES (NAD 83)	LONGITUDE	120°51'15"W	120°51'45"W
NORMAL MAX. TEMP. HOTTEST MONTH		98°F	SAME
AIRPORT AND TERMINAL BEACON		NONE	EXIST
AIRPORT SERVICE LEVEL AND ROLE		GENERAL AVIATION	SAME
ROTATING BEACON		YES	SAME
TAXIWAY LIGHTING		NO	MIRL
TAXIWAY SIGN SYSTEM		NO	YES
AIR TRAFFIC CONTROL TOWER		NO	SAME
RADAR APPROACH/DEPARTURE CONTROL		MANUAL FASCON	SAME
LIGHTED TETRAHEDRON		YES	SAME
SEGMENTED CIRCLE AND LIGHTED WIND CONE		YES	SAME
AIRPORT BEACON MOC CODE		B1	B1
GPS AT AIRPORT		NO	YES
AIRPORT ACREAGE		515	SAME

RUNWAY END COORDINATES (NAD 83)

	EXISTING	ULTIMATE
RUNWAY 12	37°29'44.440"N 120°51'53.142"W	37°29'39.67"N 120°51'55.89"W
RUNWAY 30	37°29'51.947"N 120°51'36.97"W	37°29'59.97"N 120°51'34.81"W

NOTE: OBSTACLE FREE ZONE (OFZ) 250 FEET WIDE FOR SMALL AIRCRAFT. THERE ARE NO OFZ OBJECT PENETRATIONS. THERE ARE NO TIRES HELD SITING SURFACE UNDER PENETRATIONS.

THE ONE FOOT CONTOURS SHOWN ON THIS DRAWING WERE LOCATED FROM A SURVEY OF A PORTION OF THE AIRPORT. WHERE SURVEY INFORMATION WAS NOT AVAILABLE THE CONTOUR INFORMATION FROM THE USGS MAP WAS USED.



VICINITY MAP

RUNWAY DATA

		RUNWAY 12-30 EXISTING	RUNWAY 12-30 ULTIMATE
EFFECTIVE GRADIENT (%)		0.03	0.00
WIND COVERAGE (10.5 KNOTS (CROSS))		95.7	SAME
APPROACH VISIBILITY (STATUTE MILES)		12 VISUAL 30 VISUAL	1 MILE 1 MILE
AIRPORT REFERENCE CODE (CRITICAL AIRCRAFT)		B-II	B-II
RUNWAY MARKING		12 VISUAL 30 VISUAL	AIRPORT LOGO NONPRECISION
APPROACH SURFACE DYMENSIONS (FAR PART 77)		12 20:1 30 20:1	34:1 34:1
SEPARATION - RUNWAY CENTERLINE TO PARALLEL TAXIWAY CENTERLINE		179'	215'
TAXIWAY OBJECT FREE AREA WIDTH		89'	131'
TAXIWAY SAFETY AREA WIDTH		49'	79'
ELEVATION (MSL) OF RUNWAY ENDS	12 30	116' 118'	112' 122'
ELEVATION (MSL) OF RUNWAY HIGH POINT		118'	122'
ELEVATION (MSL) OF RUNWAY LOW POINT		117'	122'
LINE OF SIGHT REQUIREMENT MET		YES	SAME
RUNWAY DIMENSIONS (FEET)		7,500 X 60'	7,500 X 75'
RUNWAY SURFACE TYPE		ASPHALT	SAME
TAXIWAY SURFACE TYPE		ASPHALT	SAME
APPROACH SLOPE	12 30	20:1 40:1	34:1 34:1
PAVEMENT STRENGTH (LBS)	SINGLE DUAL DUAL TANDEM	12,500 n/a n/a	SAME 30,000 SAME
RUNWAY LIGHTING		LIRL	MIRL
IFR NAVIGATIONAL AIDS	12 30	NONE NONE	APCH, GPS APCH, GPS
VISUAL AIDS	12 30	NONE NONE	PAPI-2, REIL PAPI-2, REIL
RUNWAY PROTECTION ZONE DIMENSIONS	12 30	1,000' X 700' X 494' 1,000' X 700' X 494'	1,000' X 700' X 702' 1,000' X 700' X 702'
RUNWAY SAFETY AREA DIMENSIONS		240' X 300'	1,000' X 300'
RUNWAY OBJECT FREE AREA DIMENSIONS		NONE	1,000' X 800'
OBSTACLE FREE ZONE LENGTH BEYOND STOP END OF RUNWAY	12 30	200' 200'	SAME SAME
OBSTACLE FREE ZONE WIDTH			
DISTANCE FROM RUNWAY CENTERLINE TO HOLD LINES		125'	200'

CITY OF Turlock INC. 1908

TURLOCK MUNICIPAL AIRPORT

DATA TABLES

NOTE:

THE DRAWING IS FOR PLANNING PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION OR MANUFACTURING PURPOSES.

THE PREPARATION OF THIS REPORT WAS FINANCED IN PART THROUGH AN AIRPORT IMPROVEMENT PROGRAM GRANT FROM THE FEDERAL AVIATION ADMINISTRATION UNDER THE PROVISIONS OF SECTION 505 OF THE AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, AS AMENDED. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OF THE FAA OR THE U.S. DEPARTMENT OF TRANSPORTATION. ACCEPTANCE OF THIS REPORT DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT RECOMMENDED IN THIS REPORT.

NO.	REVISIONS	DATE

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TURLOCK MUNICIPAL AIRPORT

MERCED COUNTY, CALIFORNIA

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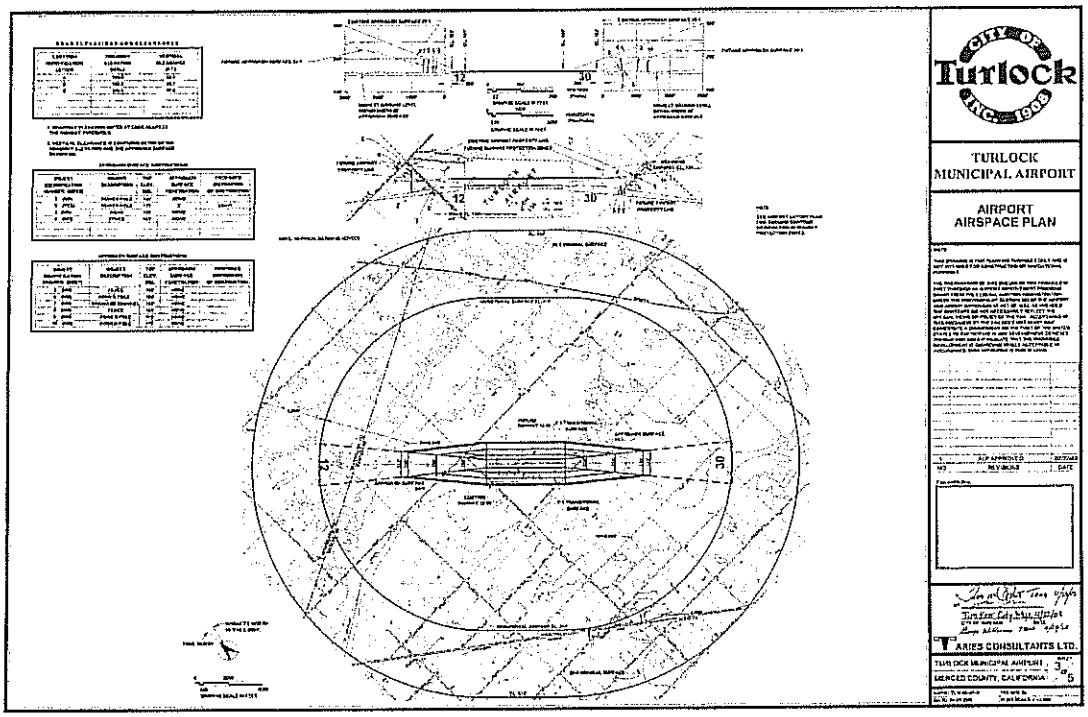

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TURLOCK MUNICIPAL AIRPORT

AIRPORT AIRSPACE PLAN

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TURLOCK MUNICIPAL AIRPORT

MERCED COUNTY, CALIFORNIA

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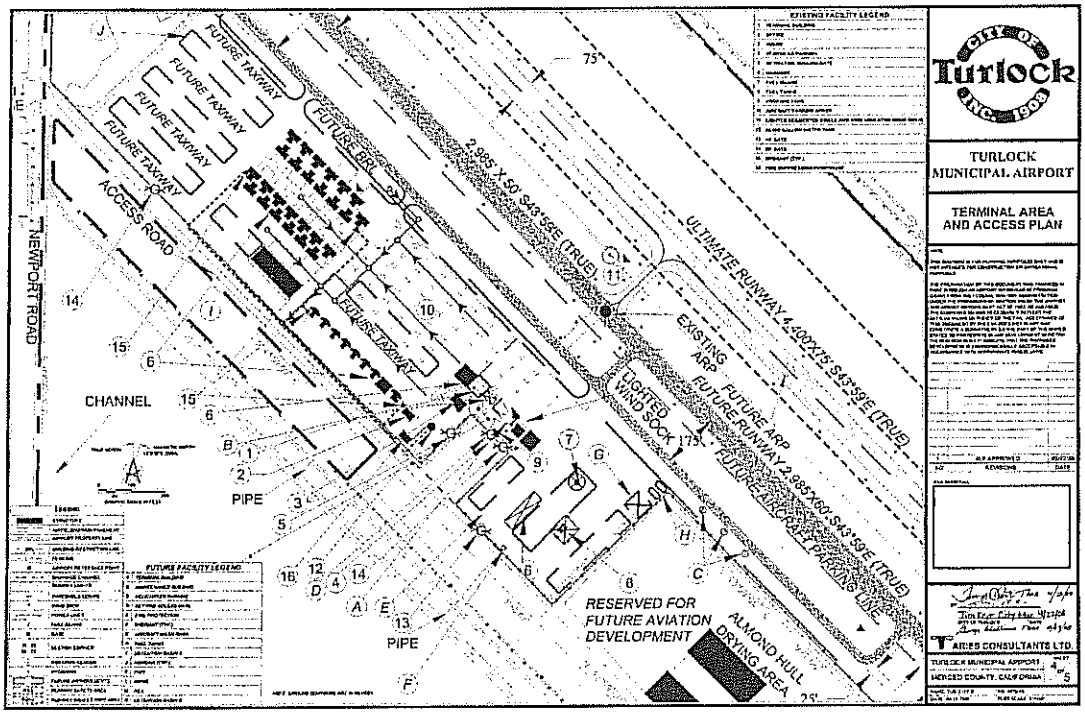
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Turlock
INC. 1908
TURLOCK
MUNICIPAL AIRPORT
TERMINAL AREA
AND ACCESS PLAN
NEWPORT ROAD
ACCESS ROAD
FUTURE TAXIWAY
FUTURE TAXIWAY
FUTURE TAXIWAY
FUTURE TAXIWAY
FUTURE TAXIWAY
CHANNEL
PIPE
PIPE
2,985' X 50' 343°59'E (TRUE)
ULTIMATE RUNWAY 4-22 9X75' 343°59'E (TRUE)
EXISTING ARP
FUTURE ARP
FUTURE RUNWAY 2-20 5X60' 343°59'E (TRUE)
FUTURE AIRCRAFT PARKING LINE
LIGHTED WIND SOCK
RESERVED FOR
FUTURE AVIATION
DEVELOPMENT
ALMOND HULL
DRYING AREA
75'
175'
25'
EXISTING FACILITY LEGEND
FUTURE FACILITY LEGEND
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TURLOCK MUNICIPAL AIRPORT
MERCED COUNTY, CALIFORNIA
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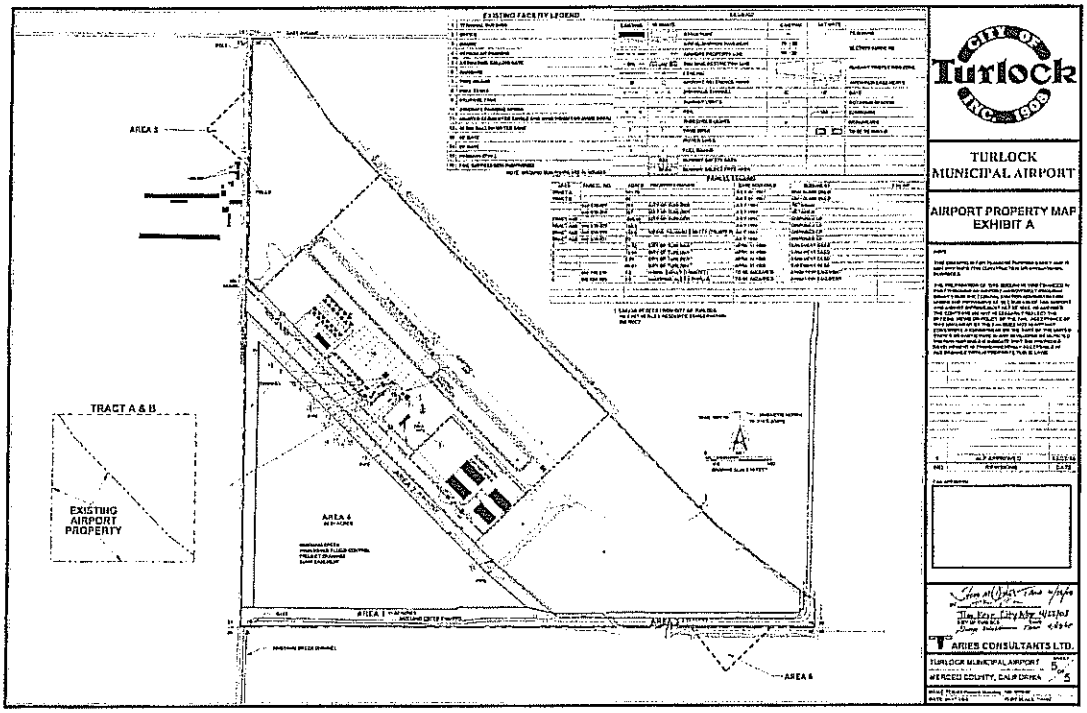
AREA 5
TRACT A & B
EXISTING AIRPORT PROPERTY
AREA 4
AREA 6
CITY OF Turlock INC. 1908
TURLOCK MUNICIPAL AIRPORT
AIRPORT PROPERTY MAP EXHIBIT A
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MERCED COUNTY, CALIFORNIA
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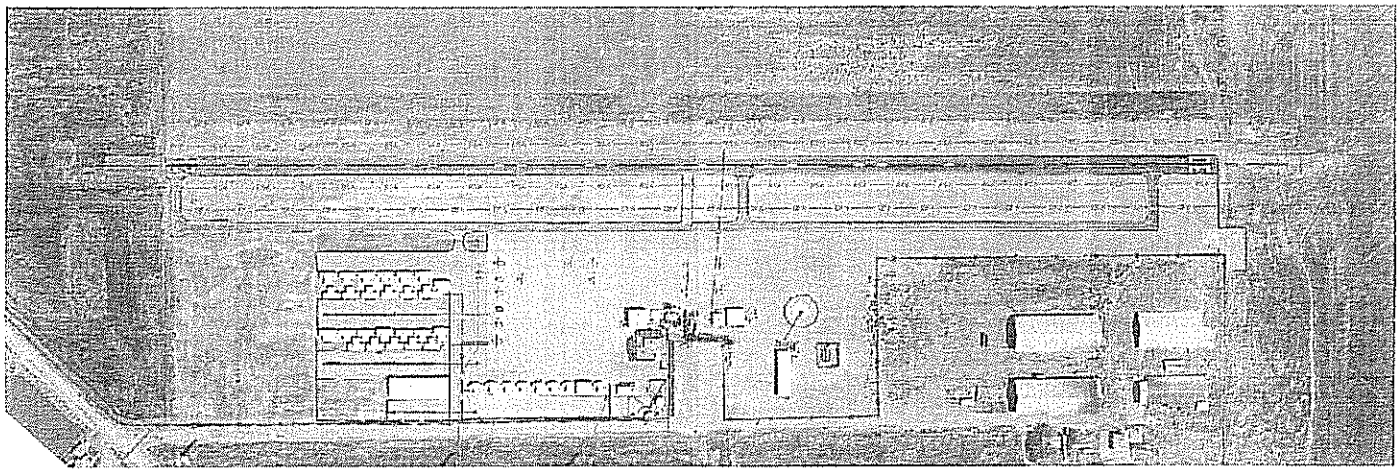

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Legend

- PROPERTY STRIPS
- RUNWAY PROTECTION ZONE
- RUNWAY OBJECT FREE AREA
- RUNWAY SAFETY AREA
- CENTRAL WATER LINE
- CENTRAL SANITARY SEWER
- EXISTING ELECTRICAL LINE

Notes

1. SURVEY DATA WAS COLLECTED UNDER THE NAD 83 AND THE NAVD 88 DATUM.

TURLOCK MUNICIPAL AIRPORT
RUNWAY MIDFIELD, RSA IMPROVEMENTS
PAPI, AWOS, EXTEND FIRE SUPPRESSION

EXHIBIT A

EXISTING LOCATIONS

ATTACHMENT 2

Ambient Air Quality Standards & Valley Attainment Status

San Joaquin Valley Attainment Status

Pollutant	Designation/Classification	
	Federal Standards[a]	State Standards[b]
Ozone - One hour	No Federal Standard[f]	Nonattainment/Severe
Ozone - Eight hour	Nonattainment/Extreme[e]	Nonattainment
PM 10	Attainment[c]	Nonattainment
PM 2.5	Nonattainment[d]	Nonattainment
Carbon Monoxide	Attainment/Unclassified	Attainment/Unclassified
Nitrogen Dioxide	Attainment/Unclassified	Attainment
Sulfur Dioxide	Attainment/Unclassified	Attainment
Lead (Particulate)	No Designation/Classification	Attainment
Hydrogen Sulfide	No Federal Standard	Unclassified
Sulfates	No Federal Standard	Attainment
Visibility Reducing Particles	No Federal Standard	Unclassified
Vinyl Chloride	No Federal Standard	Attainment

[a] See 40 CFR Part 81

[b] See CCR Title 17 Sections 60200-60210

[c] On September 25, 2008, EPA redesignated the San Joaquin Valley to attainment for the PM10 National Ambient Air Quality Standard (NAAQS) and approved the PM10 Maintenance Plan.

[d] The Valley is designated nonattainment for the 1997 PM2.5 NAAQS. EPA designated the Valley as nonattainment for the 2006 PM2.5 NAAQS on November 13, 2009 (effective December 14, 2009).

[e] Though the Valley was initially classified as serious nonattainment for the 1997 8-hour ozone standard, EPA approved Valley reclassification to extreme nonattainment in the Federal Register on May 5, 2010 (effective June 4, 2010).

[f] Effective June 15, 2005, the U.S. Environmental Protection Agency (EPA) revoked the federal 1-hour ozone standard, including associated designations and classifications. EPA had previously classified the SJVAB as extreme nonattainment for this standard. EPA approved the 2004 Extreme Ozone Attainment Demonstration Plan on March 8, 2010 (effective April 7, 2010). Many applicable requirements for extreme 1-hour ozone nonattainment areas continue to apply to the SJVAB.

National Ambient Air Quality Standards[a]

Pollutant	Averaging Time	Concentration
Ozone	8 Hour	0.075 ppm (147 $\mu g/m^3$)[d]
	1 Hour	---[b]
Carbon Monoxide	8 Hour	9 ppm (10 mg/m^3)
	1 Hour	35 ppm (40 mg/m^3)
Nitrogen Dioxide	Annual Arithmetic Mean	0.053 ppm (100 $\mu g/m^3$)
Sulfur Dioxide	Annual Arithmetic Mean	0.03 ppm (80 $\mu g/m^3$)
	24 Hour	0.14 ppm (365 $\mu g/m^3$)
PM 10	Annual Arithmetic Mean	---[c]
	24 Hour	150 $\mu g/m^3$
PM 2.5 (1997 Standard)	Annual Arithmetic Mean	15 $\mu g/m^3$

	24 Hour	65 $\mu g/m^3$
PM 2.5 (2006 Standard)	Annual Arithmetic Mean	15 $\mu g/m^3$
	24 Hour	35 $\mu g/m^3$
Lead[a]	Rolling three-month period, evaluated over a three-year period	0.15 $\mu g/m^3$

ppm=parts per million | mg/m^3=milligrams per cubic meter | $\mu g/m^3$=micrograms per cubic meter

[a] See http://epa.gov/air/criteria.html

[b] 1-Hour ozone standard revoked effective June 15, 2005.

[c] Annual PM 10 standard revoked effective December 18, 2006.

[d] EPA finalized the revised (2008) 8-hour ozone standard of 0.075 ppm on March 27, 2008. The 1997 8-hour ozone standard of 0.08 ppm has not been revoked. In the January 19, 2010 Federal Register, EPA proposed to revise the 2008 ozone NAAQS of 0.075 ppm to a NAAQS in the range of 0.060 to 0.070 ppm. EPA expects to finalize the revised NAAQS, which will replace the 0.075 ppm NAAQS, by July 29, 2011. More information is available here.

[e] On October 15, 2008, EPA strengthened the lead standard. More information is available here.

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California Ambient Air Quality Standards[a]

Pollutant	Averaging Time	Concentration
Ozone	8 Hour	0.070 ppm (137 $\mu g/m^3$)
	1 Hour	0.09 ppm (180 $\mu g/m^3$)
Carbon Monoxide	8 Hour	9 ppm (10 mg/m^3)
	1 Hour	20 ppm (23 mg/m^3)
Nitrogen Dioxide	Annual Arithmetic Mean	0.030 ppm (56 $\mu g/m^3$)
	1 Hour	0.18 ppm (338 $\mu g/m^3$)
Sulfur Dioxide	24 Hour	0.04 ppm (105 $\mu g/m^3$)
	1 Hour	0.25 ppm (655 $\mu g/m^3$)
PM 10	Annual Arithmetic Mean	20 $\mu g/m^3$
	24 Hour	50 $\mu g/m^3$
PM 2.5	Annual Arithmetic Mean	12 $\mu g/m^3$
	24 Hour	none
Sulfates	24 Hour	25 $\mu g/m^3$
Lead	30 Day Average	1.5 $\mu g/m^3$
Hydrogen Sulfide	1 Hour	0.03 ppm (42 $\mu g/m^3$)
Vinyl Chloride (chloroethene)	24 Hour	0.010 ppm (26 $\mu g/m^3$)
Visibility Reducing particles	8 Hour	see below[b])

ppm=parts per million | mg/m^3=milligrams per cubic meter | $\mu g/m^3$=micrograms per cubic meter

[a] See http://www.arb.ca.gov/research/aaqs/aaqs2.pdf

[b] Statewide Visibility Reducing Particle Standard (except Lake Tahoe Air Basin): Particles in sufficient amount to produce an extinction coefficient of 0.23 per kilometer when the relative humidity is less than 70 percent. This standard is intended to limit the frequency and severity of visibility impairment due to regional haze and is equivalent to a 10-mile nominal visual range.

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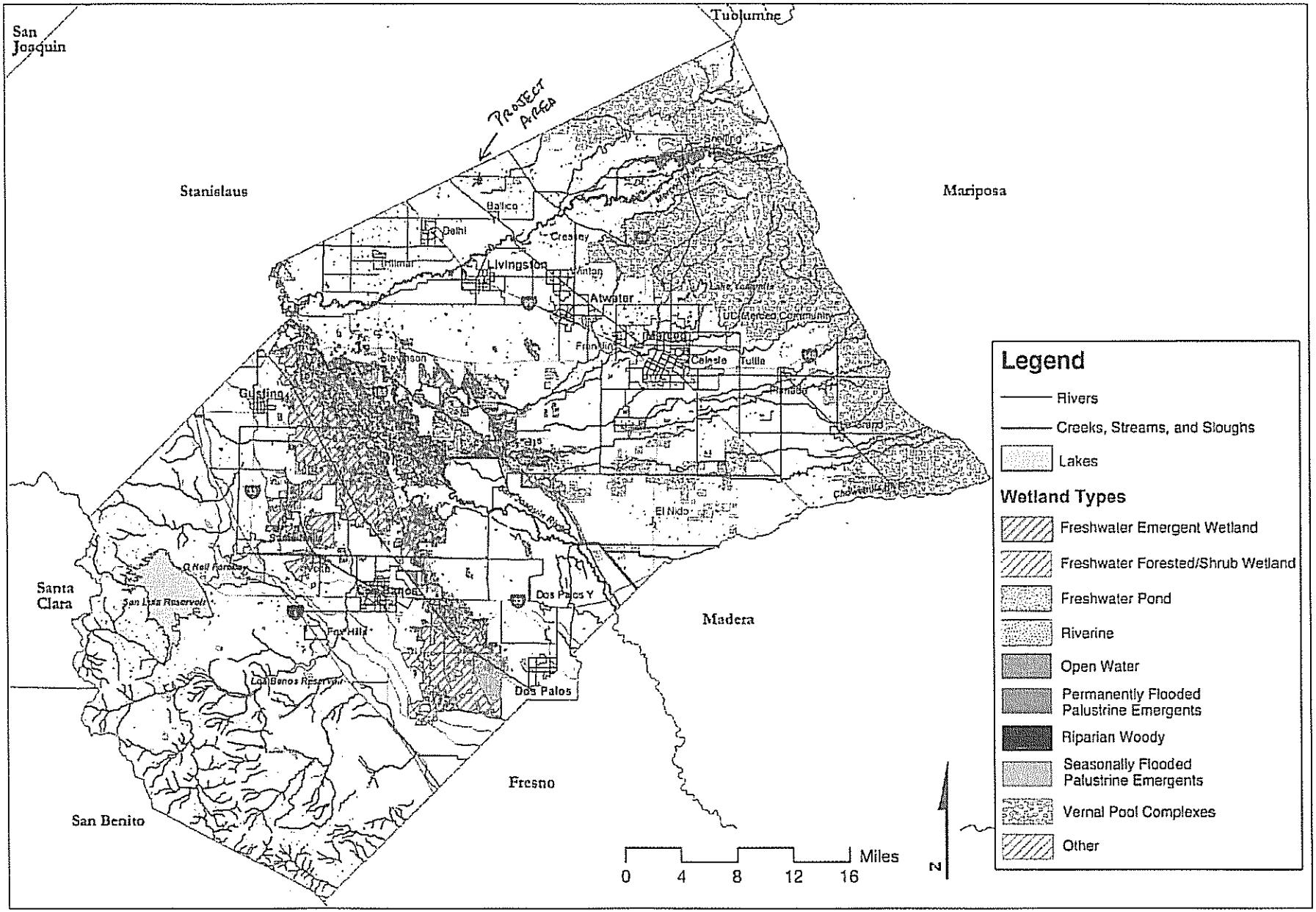


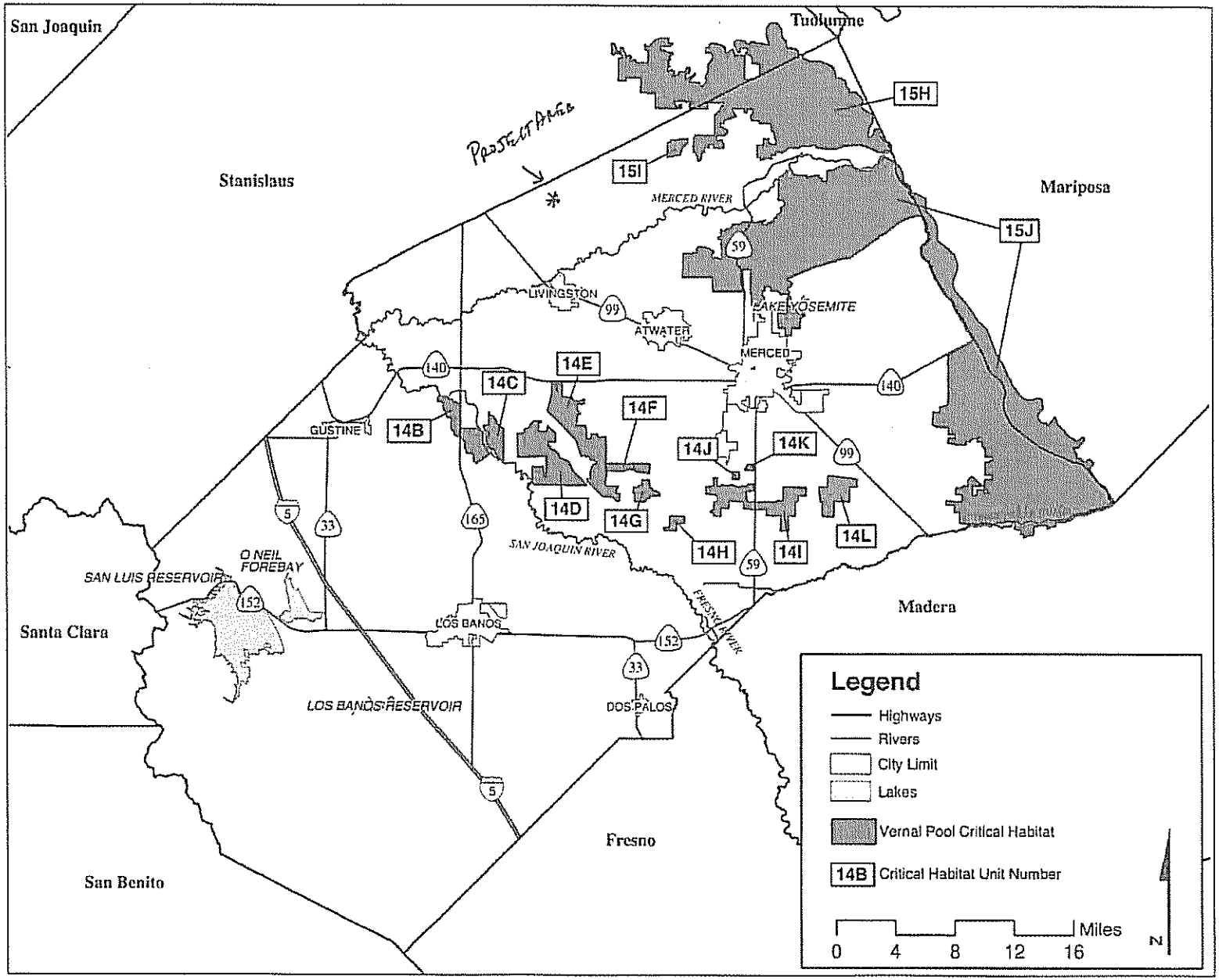
SOURCE: Merced County, 2012; USFWS, 2012; NWI, 2012

Merced County General Plan Update

Figure 8-2

Wetland Resources of Merced County

ATTACHMENT 3

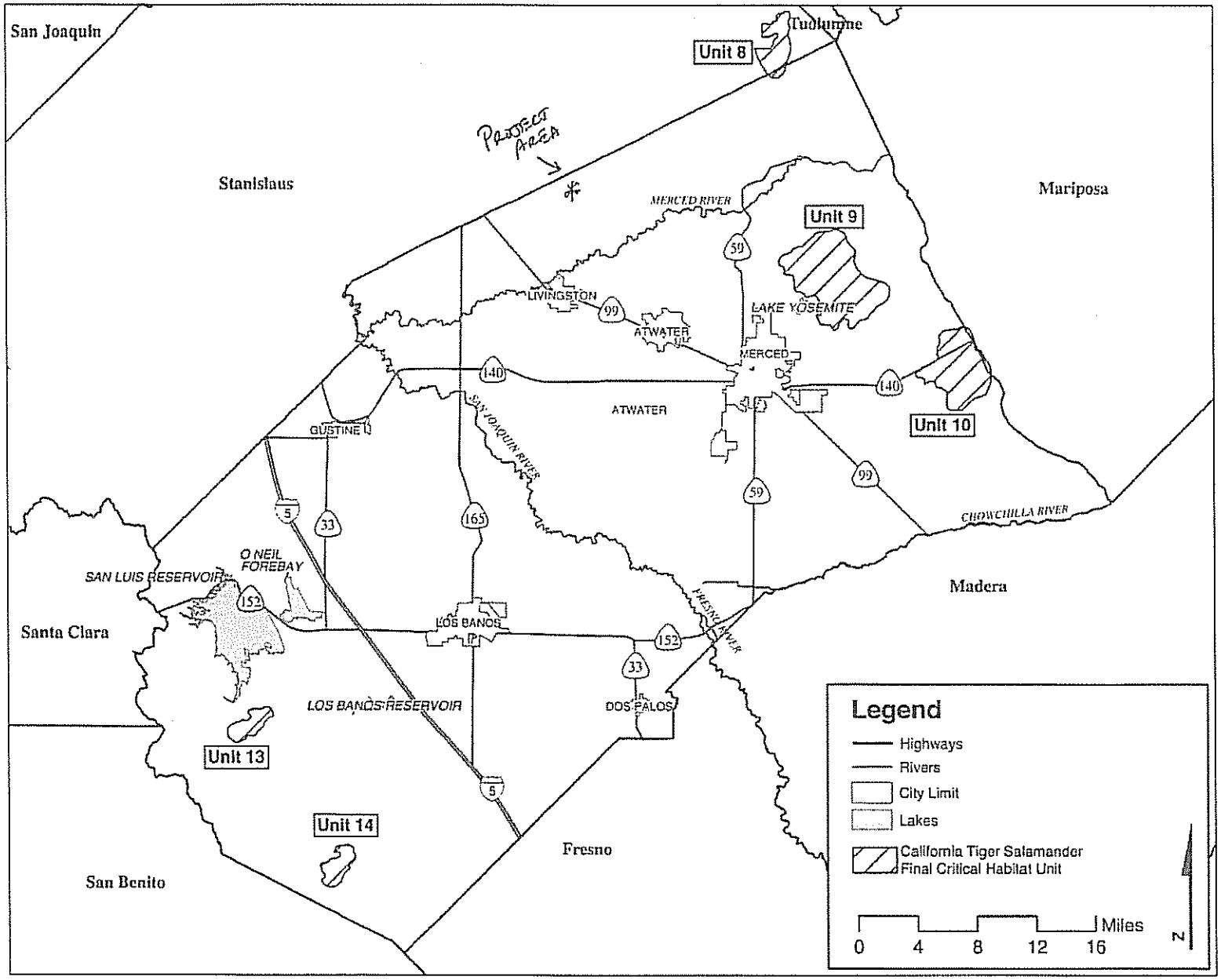


Merced County General Plan Update

SOURCE: Mintier Harnish, 2010
Planning Partners, 2010

Figure 8-3
Vernal Pool Plant and Invertebrate Critical Habitat in Merced County

ATTACHMENT 4

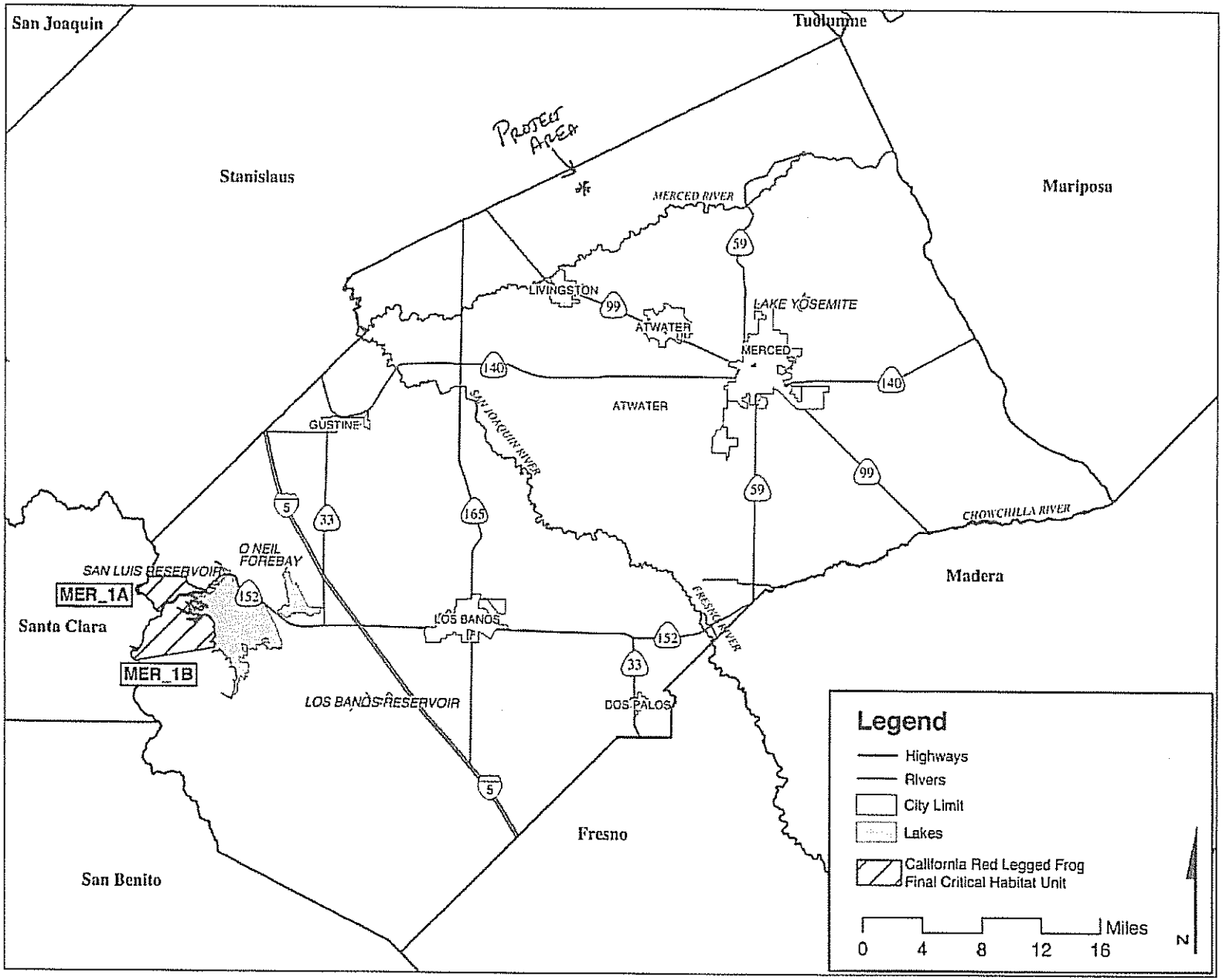


Merced County General Plan Update

SOURCE: Mintier Harnish, 2010
Planning Partners, 2010

Figure 8-4
California Tiger Salamander Critical Habitat in Merced County

ATTACHMENT 5

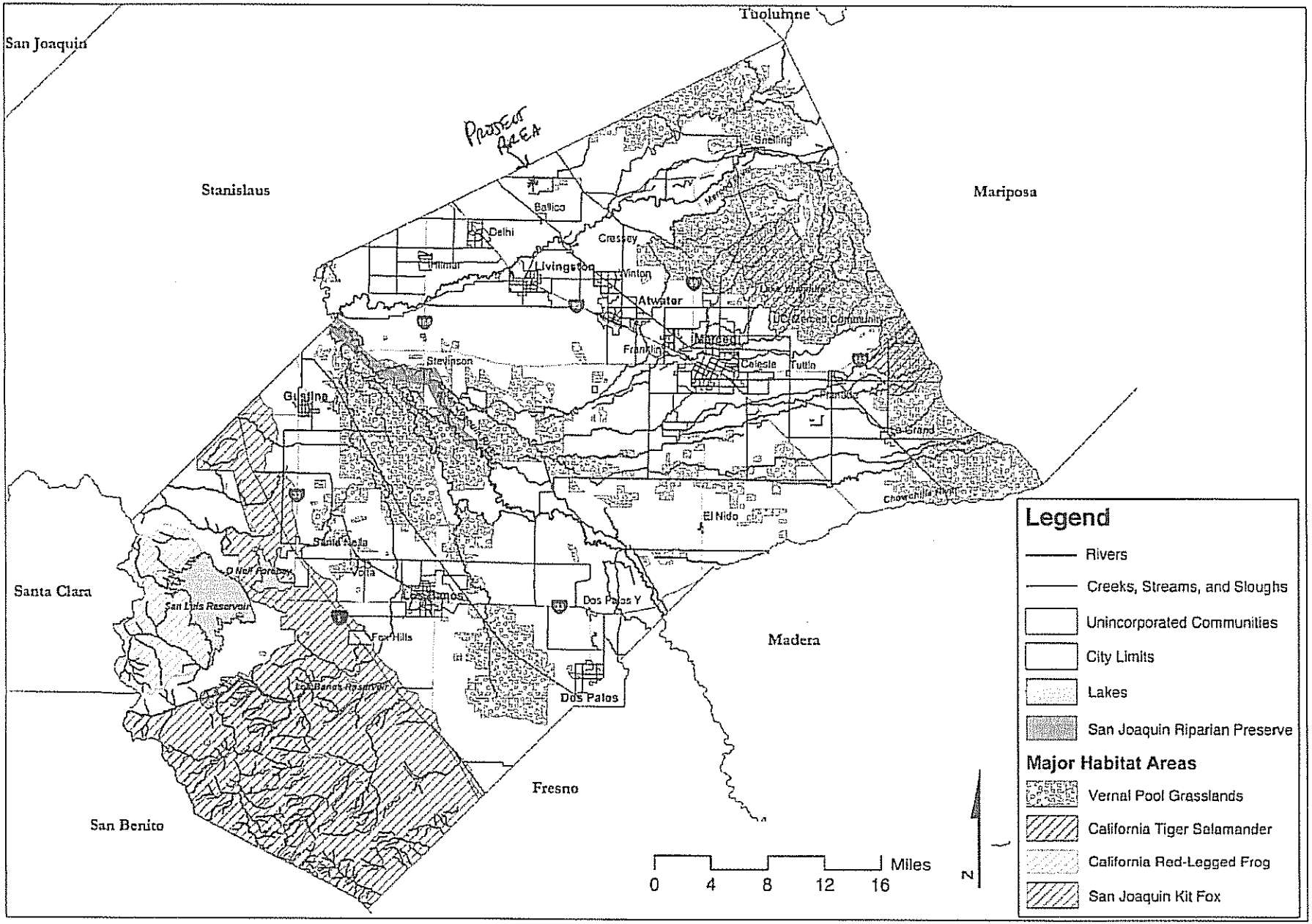


SOURCE: Mintier Harnish, 2010
Planning Partners, 2010

Merced County General Plan Update

Figure 8-5
California Red Legged Frog Critical Habitat in Merced County

ATTACHMENT 6



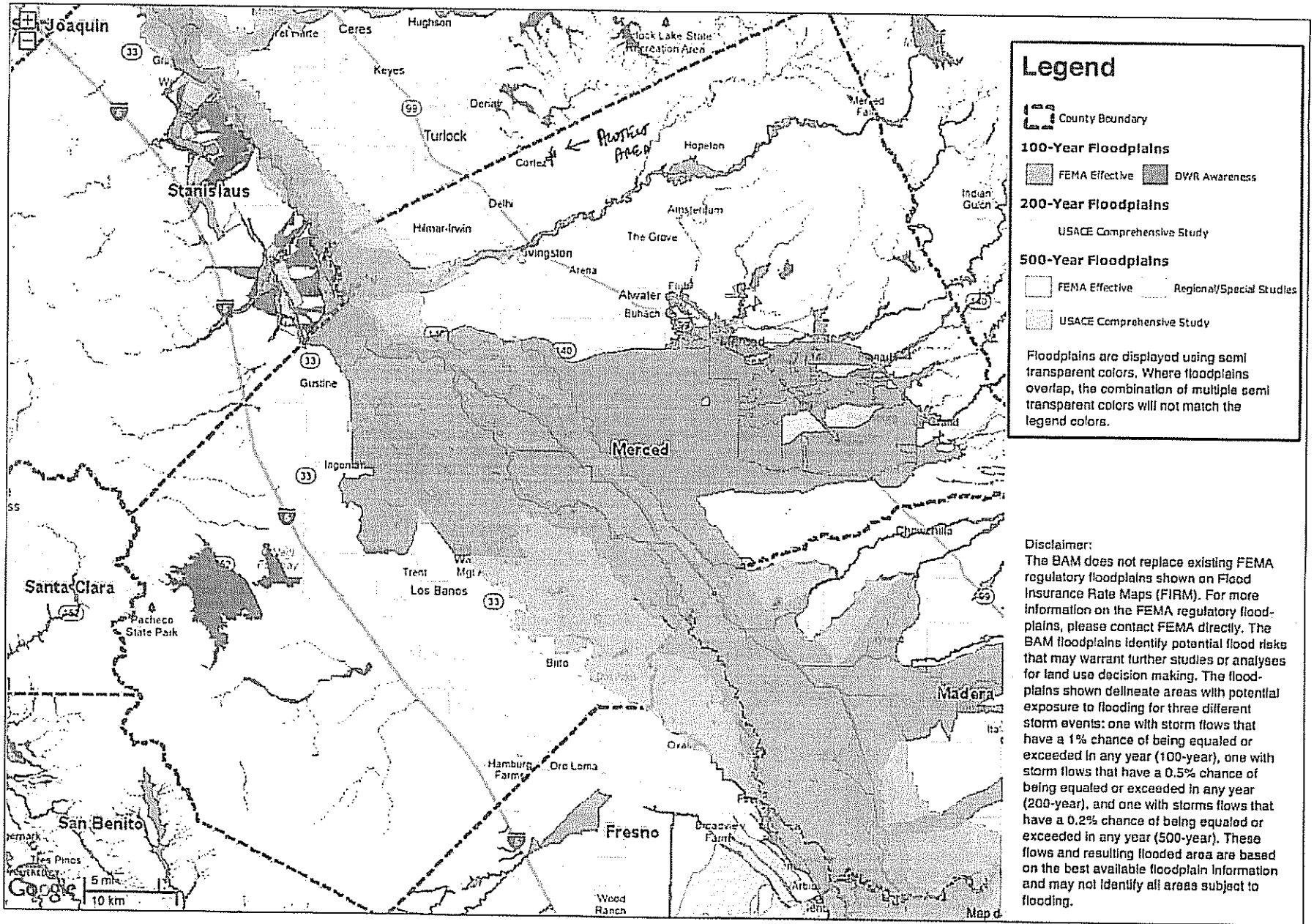
SOURCE: Merced County, 2012; USFWS, 2011; CDFG, 2006

Merced County General Plan Update

Figure 8-6

Rivers, Creeks, and Major Habitat Areas in Merced County

ATTACHMENT 7



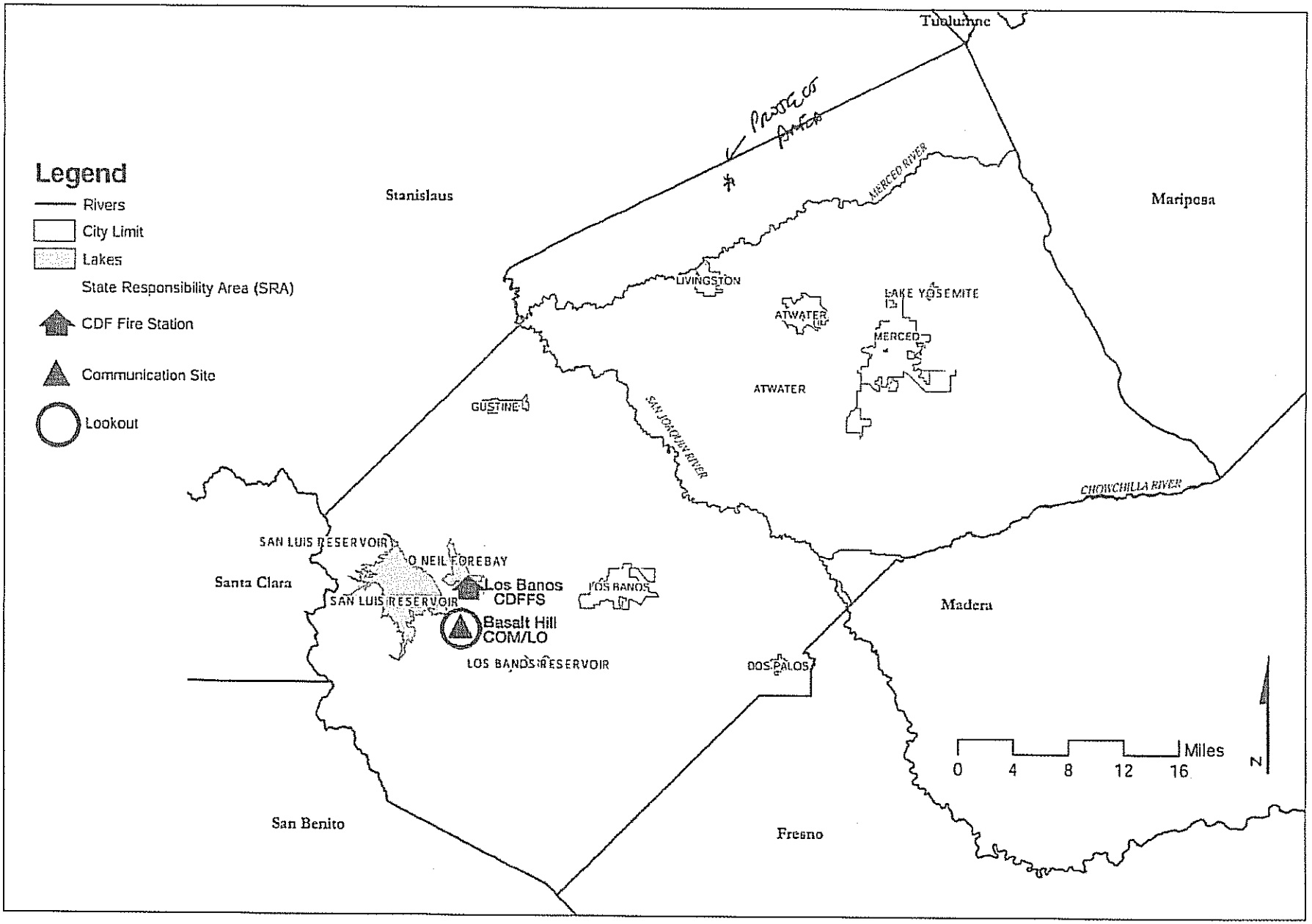
SOURCE: Department of Water Resources (DWR), 2011

Merced County General Plan Update

Figure 13-7

Best Available Maps for Flood Protection in Merced County

ATTACHMENT 8



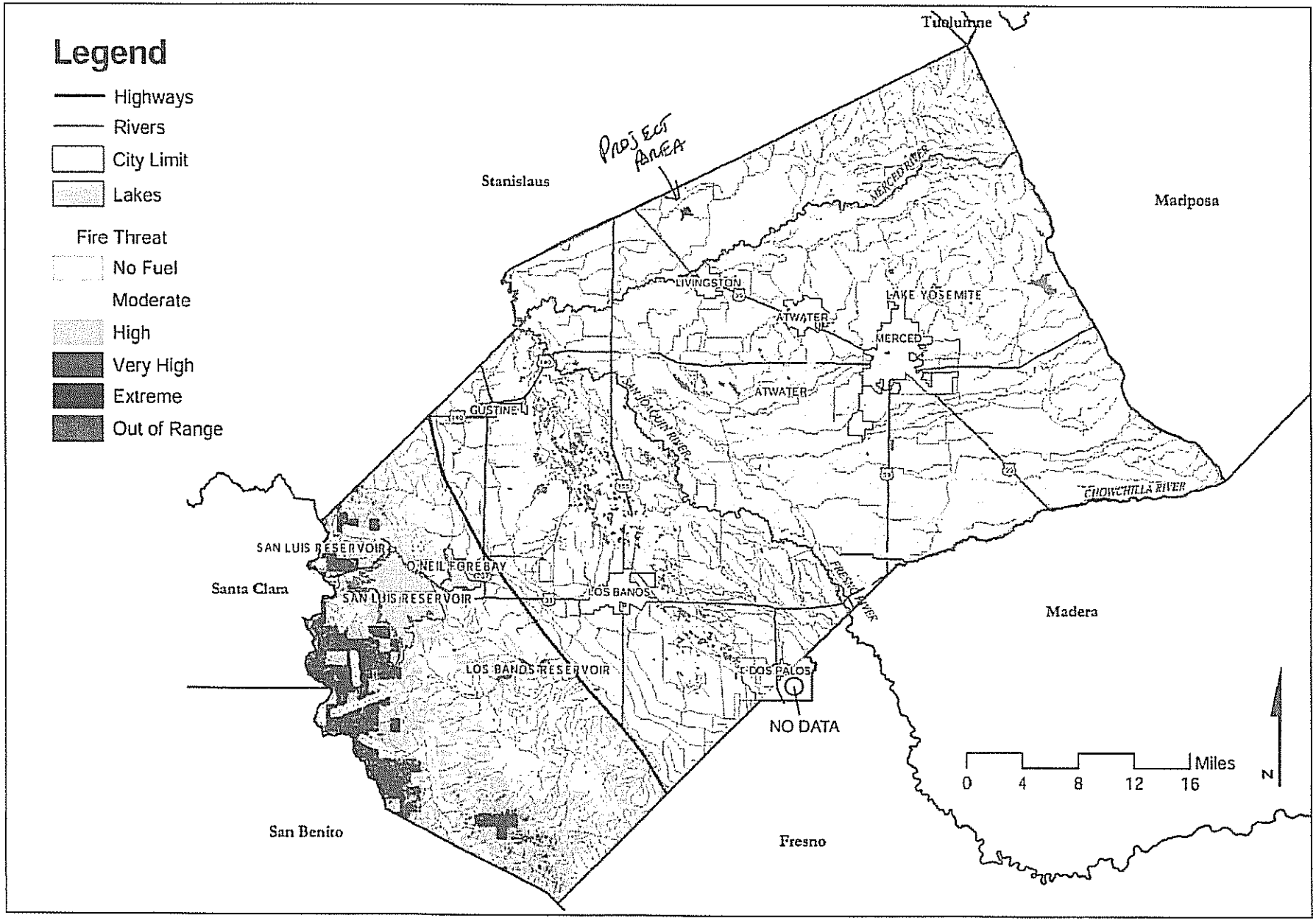
SOURCE: Merced County, 2011

Merced County General Plan Update

Figure 12-1

State Responsibility Areas within Merced County

ATTACHMENT 9



SOURCE: Merced County, 2011

Merced County General Plan Update

Figure 12-2

Wildland Fire Threat Levels in Merced County

ATTACHMENT 10

LINK TO THIS MAP

GEOTRACKER

LAYERS

☒ SIGNIFIES A CLOSED SITE

- ☑ Leaking Underground Tank (LUST) Cleanup Sites
- ☑ Other Cleanup Sites
- ☑ Land Disposal Sites
- ☑ Military Sites
- ☑ WDR Sites
- ☑ Permitted Underground Storage Tank (UST) Facilities
- ☑ ○ Monitoring Wells*

* ZOOM IN TO SEE MWS

- ☑ △ DTSC Cleanup Sites
- ☑ △ DTSC Haz Waste Permit

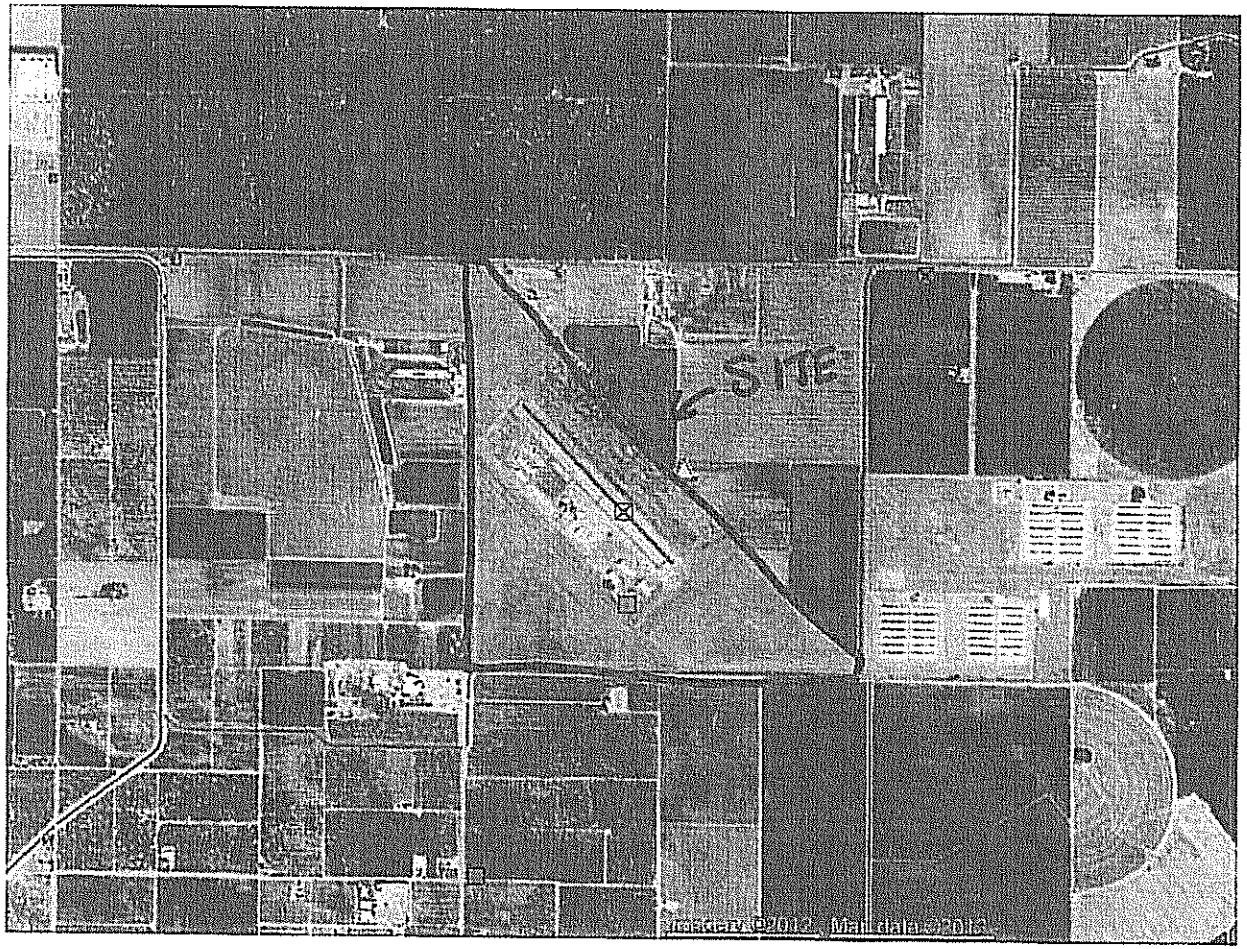
MAP SIZE

640x480

OPTIONS

☑ Site List - EXPORT TO EXCEL

5 Sites



☐ SHOW SITES WITHIN 1000 FEET OF THE FOLLOWING ADDRESS: 13604 Newport Roads, Ballico, CA Go

SITE LIST

ATTACHMENT 11

SITE NAME	GLOBAL ID	FAC ID	CLEANUP STATUS	ADDRESS	CITY
BALLICO AUXILIARY FIELD #2 (J09CA0754)	80001183	80001183	NO FURTHER ACTION	13000 NEWPORT ROAD	BALLICO
BALLICO AUXILIARY FIELD A-2	T10000003692		COMPLETED - CASE CLOSED	13000 NEWPORT ROAD	BALLICO
FOSTER POULTRY FARMS EAST AVENUE RANCH	SL0604733496		COMPLETED - CASE CLOSED	10981 W. EAST AVENUE	BALLICO
TURLOCK MUNICIPAL AIRPORT	L10001643482		OPEN	13602 NEWPORT	BALLICO
TURLOCK MANICIPAL AIRPORT (AG AVIATION)	SLT5S7503778		OPEN - INACTIVE	13602 W. NEWPORT RD	BALLICO

MAP AN ADDRESS: Go!

STATE WATER RESOURCES CONTROL BOARD

GEOTRACKER

TURLOCK MANICIPAL AIRPORT (AG AVIATION) (SLT5S7503778) - (MAP)

13602 W. NEWPORT RD
BALLICO, CA 95303
MERCED COUNTY
CLEANUP PROGRAM SITE

CLEANUP OVERSIGHT AGENCIES
CENTRAL VALLEY RWQCB (REGION 5S) *(LEAD) - CASE #: SLT5S750*
CASEWORKER: *R5 Sacramento - (ZZZ)*

Regulatory Profile — PRINTABLE CASE SUMMARY

CLEANUP STATUS - DEFINITIONS
OPEN - INACTIVE AS OF 5/20/2009 - CLEANUP STATUS HISTORY

POTENTIAL CONTAMINANTS OF CONCERN
PESTICIDES/HERBICIDES

POTENTIAL MEDIA AFFECTED
NONE SPECIFIED

FILE LOCATION

BENEFICIAL USE
NONE SPECIFIED

Site History
No site history available

Cleanup Action Report
NO CLEANUP ACTIONS EXIST

Regulatory Activities — * Indicates a revised due date

ACTION TYPE	ACTION	ACTION DATE	RECEIVED / ISSUE DATE
LEAK ACTION	Leak Reported	1/2/1965	

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DEPARTMENT OF TOXIC SUBSTANCES CONTROL

ENVIROSTOR

BALLICO AUXILIARY FIELD #2 (J09CA0754) (80001183)

SIGN UP FOR EMAIL ALERTS

13000 NEWPORT ROAD
BALLICO, CA 95303
MERCED COUNTY
SITE TYPE: FUDS

PROJECT MANAGER: CARRIE TATOIAN-CAIN
SUPERVISOR: CARRIE TATOIAN-CAIN
OFFICE: CLEANUP SACRAMENTO

Site Information

CLEANUP STATUS
NO FURTHER ACTION AS OF 4/28/2010

SITE TYPE: FUDS	ENVIROSTOR ID:	80001183
NATIONAL PRIORITIES LIST: NO	SITE CODE:	
ACRES: 622 ACRES	SPECIAL PROGRAM:	
APN: NONE SPECIFIED	FUNDING:	DERA
CLEANUP OVERSIGHT AGENCIES:	ASSEMBLY DISTRICT:	21
DTSC - SITE CLEANUP PROGRAM - LEAD	SENATE DISTRICT:	12

Regulatory Profile

PAST USE(S) THAT CAUSED CONTAMINATION
UNKNOWN

POTENTIAL CONTAMINANTS OF CONCERN	POTENTIAL MEDIA AFFECTED
UNDER INVESTIGATION	UNDER INVESTIGATION

Site History

The site was originally a training site for pilots. The original site consisted of an oil-paved field approximately 3,000 by 2,800 feet. On the property are several above ground fuel, solvent, and oil tanks totalling app. 21,400 gallons. In addition, there are a number of 55-gallon drums, presumably containing fuel, and/or solvents, a large pallet of batteries, and surplus equipment and materials located in the vicinity. There is some evidence of oil spillage, although there is no apparent leakage. Previous activities on the site included crop dusting operations, storage and loading of ag materials for application. Near the cropdusting area are two additional large tanks, whose contents are uncertain, and an area where ag chemical containers were burned. In the northeast corner of the property is situated a large field of derelict vehicles and equipment, while a large field of used tires occupies the northwest corner.

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0.2539063 seconds

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE TURLOCK MUNICIPAL AIRPORT PHASE I, RUNWAY 12/30 WIDENING PROJECT	**RESOLUTION NO. 2016-**

WHEREAS, Phase I of the Runway 12/30 Widening Project will improve and enhance the operation, safety and efficiency of the Turlock Municipal Airport; and

WHEREAS, these improvements will ensure compliance with Airport Sponsor Grant Assurance No. 19; and

WHEREAS, the grant project will cost $666,667 and requires a 10% match in the amount of $66,667 which will be paid for through a combination of Airport Enterprise Funds ($36,667) and State grant funds ($30,000).

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

1. Authorize filing the application to the Federal Aviation Administration for Phase I of the Turlock Municipal Airport Runway 12/30 Widening Project;

2. Authorize accepting an allocation of funds for the Federal Aviation Administration Grant for Fiscal Year 2016-17;

3. If awarded, authorize the City Manager to execute the Grant Agreement and all other documents necessary to accept grant funds.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby appoint the City Manager of the City of Turlock, or his designee, to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so on which may be necessary to secure grant funds and to implement approved grant projects.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

A.I.P. APPLICATION

For

RSA Improvements and Airfield Electrical Upgrades

(Widen Runway 12/30 - Phase 1 Construction)

FY 2016

TURLOCK MUNICIPAL AIRPORT

Submitted To The

Federal Aviation Administration

By The

CITY OF TURLOCK, CALIFORNIA

December 2015

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	- Select One -
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Application Identifier:

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Turlock

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
94-6000044	07-879-2496

d. Address:

* Street1: 156 South Broadway, Suite 230
Street 2:
* City: Turlock
County: Stanislaus
* State: California
Province:
Country: *Zip/ Postal Code: 95380

e. Organizational Unit:

Department Name:	Division Name:
Parks, Recreation and Public Facilities	N/A

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs. First Name: Allison
Middle Name:
* Last Name: Van Guilder
Suffix:

Title: Director

Organizational Affiliation:
City of Turlock, Parks, Recreation and Public Facilities

* Telephone Number: (209) 668-5594 Fax Number: (209) 668-5619

* Email: AVanguilder@turlock.ca.us

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Turlock and areas of Stanislaus and Merced Counties served by Airport.

* 15. Descriptive Title of Applicant's Project:

RSA/OFA Grading/Drainage Improvements and Airfield Electrical Upgrades - Phase 1 Widen Runway 12/30

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-018 *b. Program/Project: CA-018

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2016 *b. End Date: 12/31/2016

18. Estimated Funding ($):

*a. Federal	600,000.00
*b. Applicant	36,667.00
*c. State	30,000.00
*d. Local	0
*e. Other	0
*f. Program Income	0.00
*g. TOTAL	666,667.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Michael

Middle Name: I.

*Last Name: Cooke

Suffix:

*Title: City Manager

*Telephone Number: (209) 688-5540 Fax Number: (209) 668-5619

* Email: mcooke@turlock.ca.us

*Signature of Authorized Representative: *Date Signed:

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☑ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☑ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☑ Yes ☐ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐ Yes ☑ No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? ☐ Yes ☑ No	Check one: State ☐ Local ☐ Regional ☐ Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☑ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☑ No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☑ No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☑ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☑ No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

According to the General Plan for the City of Turlock (adopted 2012), Guiding Policy 5.5-b ensures compatible land uses with the Turlock Municipal Airport and maintain compatibility of Turlock Municipal Airport operations with development in the surrounding area.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

This project is reasonably consistent with plans of the local agencies located in the area in the vicinity of the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Sponsor has given fair consideration to the interest of communities where the project is located.

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

The Sponsor has undertaken reasonable consultations with the affected parties using the Turlock Municipal Airport.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The sponsor holds title, in fee, to all land outlined in Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

None

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout: N/A

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$ 10,000.00
2. Preliminary expense			2,000.00
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			30,000.00
6. Project inspection fees			25,000.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			599,667.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			666,667.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			666,667.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			666,667.00
20. Federal Share requested of Line 19			600,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			600,000.00
23. Grantee share			36,667.00
24. Other shares			30,000.00
25. Total Project (Lines 22, 23 & 24)	$	$	$ 666,667.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
27. Grantee Share	
a. Securities	$ 36,667.00
b. Mortgages	0.00
c. Appropriations (By Applicant)	0.00
d. Bonds	0.00
e. Tax Levies	0.00
f. Non Cash	0.00
g. Other (Explain)	0.00
h. TOTAL - Grantee share	36,667.00
28. Other Shares	
a. State	30,000.00
b. Other	0.00
c. Total Other Shares	30,000.00
29. TOTAL	$ 66,667.00

SECTION E – REMARKS

1. There has been no change in the Exhibit "A" on file.
2. Previously completed plans and specifications are available upon request.

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Widen Runway (Ph. 1-RSA & Infrastructure Improvements including grading, drainage and airfield electrical upgrades)

AIRPORT : Turlock Municipal Airport (O15)

1. Objective:

The City of Turlock is requesting Federal Assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport. Phase 1 of the Runway Widening project will include: Grading and Drainage Improvements to the RSA; Relocation of Wind Indicator from the OFA and Infrastructure improvements including airfield electrical upgrades.

Due to funding constraints the intent is to utilize available G/A entitlement funds to construct these improvements as the 1st phase of the Widening of Runway 12/30 to 60 feet in the next phase. The design was completed but will need to be updated to comply with current FAA advisory circulars and specifications.

2. Benefits Anticipated:

Runway 12/30 is currently 50 feet wide x 2,985 feet long. The runway does not meet the FAA's runway design standards of 60 feet in width as specified in FAA Advisory Circular (AC) 150/5300-13 A, Appendix 7 – Runway Design Standards Matrix, Table A7-1. Upon completion of the phased project the widened runway will meet the design standards and provide grading and drainage of the runway safety areas to insure compliance with RSA requirements. In complying with FAA design standards this project will provide a safer environment for the aeronautical users of the airport as required by Airport Sponsor Grant Assurance No. 19.

3. Approach: (See approved Scope of Work in Final Application)

The project will be designed in accordance with FAA guidlines and specifications.

4. Geographic Location:

Turlock Municipal Airport located in Merced County, California

5. If Applicable, Provide Additional Information:

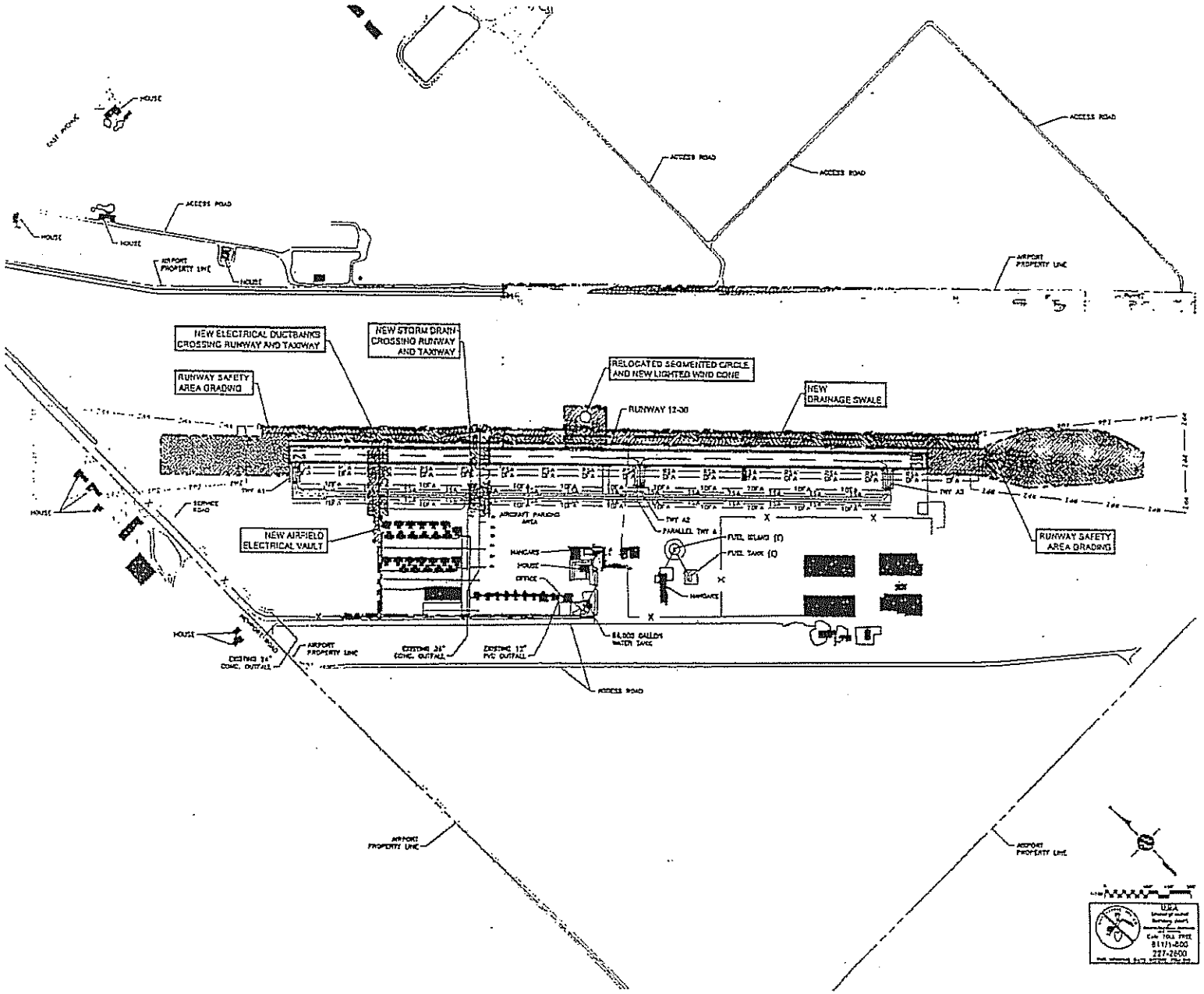
N/A

6. Sponsor's Representative: (include address & telephone number)

Allison Van Guilder
Parks, Recreation and Public Facilities Director
City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380

TURLOCK MUNICIPAL AIRPORT
FY 2016 GRANT APPLICATION

Project	Qty	Total Cost	FAA Share	Caltrans Share	COT Share
1.Widen Runwy Phase 1					
A. Construction (RSA grading/drainage improvements and Airfield Electrical Upgrades	LS	$599,667	$539,700	$26,985	$32,982
B. Update/revise Design	LS	$ 30,000	$ 27,000	$ 1,350	$ 1,650
C. Construction Administration	LS	$ 25,000	$ 22,500	$ 1,125	$ 1,375
D. Sponsor Project/Grant Administration	LS	$ 12,000	$ 10,800	$ 540	$ 660
TOTAL		**$666,667**	**$600,000**	**$30,000**	**$36,667**



Stantec

Stantec Consulting Services Inc.
1111 Town and Country Road
Orange, CA U.S.A.
92868
Tel. (714) 567-2300
Fax. (714) 567-2323
www.stantec.com

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Consultants

LEGEND

PHASE I PROJECT LIMITS

No.	Revision	By	Appd.	YY.MM.DD

No.	Issue	By	Appd.	YY.MM.DD

Design	CADD	Check	QC	Review

Client/Project

TURLOCK MUNICIPAL AIRPORT

RSA IMPROVEMENTS, [illegible] UTILITY INFRASTRUCTURE UPGRADE
Turlock, Stanislaus County, California

Title

PHASE I - PROJECT LAYOUT

Project No.	Scale
185710021	AS NOTED

Drawing No.	Sheet	Revision
1	1 of 1	0

USA
Underground Service Alert of Northern California
Call Toll Free
811 / 1-800
227-2600
Two Working Days Before You Dig

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1,2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

STANDARD DOT TITLE VI ASSURANCES

The City of Turlock, (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Turlock
(Sponsor)

_____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

2. 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, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents shall certify and disclose accordingly.

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. Code. 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.

Signed _____ Date _____

Title City Manager

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Turlock Municipal Airport

LOCATION: Turlock, California

AIP PROJECT NO.:

STATEMENTS APPLICABLE TO THIS PROJECT:

☒ a. INTEREST OF NEIGHBORING COMMUNITIES: In formulating this project, consideration has been given to the interest of communities that are near Turlock Municipal Airport.

☒ b. THE DEVELOPMENT PROPOSED IN THIS PROJECT will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ c. FBO COORDINATION: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Turlock Municipal Airport, and they have been informed regarding the scope and nature of this project.

☒ d. THE PROPOSED PROJECT IS CONSISTENT with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: City Manager

SPONSORING AGENCY: City of Turlock

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for non-acceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

STATEMENTS

1. **Consultation with Users.** In making a decision to undertake this project, we have undertaken reasonable consultations with affected parties using the airport at which the project is proposed.

2. **Opposition**. As pertaining to Section 509(b)(1)(A), (4), (5), (6) and (7) of the Act, there has been no opposition, either expressly or by proposed revision of the project, by any Federal, state or local government agency or by any person other than one of those agencies.

3. **National Flood Insurance Program.** For projects which include eligible buildings or equipment and the area in which the building will be constructed or the equipment housed is identified by HUD as having a special flood hazard, we are participating in the National Flood Insurance Program.

4. **Intergovernmental review of Federal Program.** This application was submitted to the State Clearing House for review on _____.

5. **Pavement Maintenance Management Program.** As per Grant Assurance #11, we are currently complying with the requirements set forth in Public Law 103-305, Section 107, regarding the implementation of an effective pavement maintenance management program. Details of our program and relevant documentation are available upon request. PMMP last updated on N/A .

An updated N/A , dated N/A is submitted for land projects or if airport property interests have changed since the last federally-funded project.

OR

N/A to Exhibit "A" Airport Property Map. Project is construction or equipment only. There have been N/A since Exhibit "A" Airport Property Map dated N/A.

_____ _____

Michael I. Cooke Date

Title City Manager

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS

City of Turlock (Sponsor) | Turlock Municipal Airport (Airport) | (Project Number)

RSA/OFA Grading/Drainage Improvements and Airfield Electrical Upgrades - Phase 1 Widen Runway 12/30

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were ~~(will be)~~ made to ensure fair and open competition from a wide area of interest.	☒	☐	☐
2. Consultants were ~~(will be)~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3. A record of negotiations ~~has been~~ (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	☒	☐	☐
5. The consultant services contracts ~~clearly establish~~ (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6. Costs associated with work ineligible for AIP funding ~~are~~ (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☒	☐	☐
7. Mandatory contact provisions for grant-assisted contracts have been ~~(will be)~~ included in consultant services contracts.	☒	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not ~~(will not be)~~ used.	☒	☐	☐
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was ~~(will be)~~ specifically described in the advertisement, and future work will not be initiated beyond five years.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Michael I. Cooke

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

PROJECT PLANS AND SPECIFICATIONS

City of Turlock (Sponsor) | Turlock Municipal Airport (Airport) | (Project Number)

RSA/OFA Grading/Drainage Improvements and Airfield Electrical Upgrades - Phase 1 Widen Runway 12/30

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (~~will be~~) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☒	☐	☐
2. Specifications for the procurement of equipment are not (~~will not be~~) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	☒	☐	☐
3. The development included (~~to be included~~) in the plans is depicted on the airport layout plan approved by the FAA.	☒	☐	☐
4. Development that is ineligible for AIP funding has been (~~will be~~) omitted from the plans and specifications.	☒	☐	☐
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (~~will be~~) included in the project specifications.	☒	☐	☐
6. If a value engineering clause is incorporated into the contract, concurrence ~~was~~ (will be) obtained from the FAA.	☒	☐	☐
7. The plans and specifications incorporate (~~will incorporate~~) applicable requirements and recommendations set forth in the Federally approved environmental finding.	☒	☐	☐

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 ~~have been~~ (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	☒	☐	☐
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Michael I. Cooke

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
EQUIPMENT/CONSTRUCTION CONTRACTS

City of Turlock (*Sponsor*) Turlock Municipal Airport (*Airport*) (*Project Number*)

RSA/OFA Grading/Drainage Improvements and Airfield Electrical Upgrades - Phase 1 Widen Runway 12/30

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☒	☐	☐
2. Qualified personnel ~~are~~ (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☒	☐	☐
3. The procurement ~~was~~ (will be) publicly advertised using the competitive sealed bid method of procurement.	☒	☐	☐
4. The bid solicitation clearly and accurately ~~describes~~ (will describe): a. The current Federal wage rate determination for all construction projects, and b. All other requirements of the equipment and/or services to be provided.	☒	☐	☐
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances: a. Only one qualified person/firm submits a responsive bid, b. The contract is to be awarded to other than the lowest responsible bidder, c. Life cycle costing is a factor in selecting the lowest responsive bidder, or d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.	☒	☐	☐

	Yes	No	N/A
6. All contracts exceeding $100,000 ~~require~~ (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contact terms; and	☒	☐	☐
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts ~~contain~~ (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	☒	☐	☐
8. All construction contracts exceeding $2,000 ~~contain~~ (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	☒	☐	☐
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding $10,000 ~~contain~~ (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☒	☐	☐
10. All contracts and subcontracts ~~contain~~ (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☒	☐	☐
11. Appropriate checks ~~have been~~ (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Michael I. Cooke

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

REAL PROPERTY ACQUISITION

City of Turlock	Turlock Municipal Airport	
(Sponsor)	*(Airport)*	*(Project Number)*

RSA/OFA Grading/Drainage Improvements and Airfield Electrical Upgrades - Phase 1 Widen Runway 12/30

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	☐	☐	☒
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	☐	☐	☒
3. If property for airport development is (will be) leased, the following conditions have been met: **a.** The term is for 20 years or the useful life of the project, **b.** The lessor is a public agency, and **c.** The lease contains no provisions that prevent full compliance with the grant agreement.	☐	☐	☒
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	☐	☐	☒
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	☐	☐	☒
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: **a.** The right of flight, **b.** The right of ingress and egress to remove obstructions, and **c.** The right to restrict the establishment of future obstructions.	☐	☐	☒

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following: a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.	☐	☐	☒
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	☐	☐	☒
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	☐	☐	☒
10. Effort was (will be) made to acquire each property through the following negotiation procedures: a. No coercive action to induce agreement, and b. Supporting documents for settlements included in the project files.	☐	☐	☒
11. If a negotiated settlement is not reached, the following procedures were (will be) used: a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and b. Supporting documents for awards included in the project files.	☐	☐	☒
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	☐	☐	☒
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Michael I. Cooke

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Turlock	Turlock Municipal Airport	
(Sponsor)	*(Airport)*	*(Project Number)*

RSA/OFA Grading/Drainage Improvements and Airfield Electrical Upgrades - Phase 1 Widen Runway 12/30

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	☒	☐	☐
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	☒	☐	☐
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	☒	☐	☐
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	☒	☐	☐
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	☒	☐	☐
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	☒	☐	☐

	Yes	No	N/A
7. Payments to the contractor ~~were~~ (will be) made in compliance with contract provisions as follows: a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.	☒	☐	☐
8. The project ~~was~~ (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	☒	☐	☐
9. A final project inspection ~~was~~ (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	☒	☐	☐
10. Work in the grant agreement ~~was~~ (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	☒	☐	☐
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan ~~have been~~ (will be) submitted to the FAA.	☒	☐	☐
12. Applicable close out financial reports ~~have been~~ (will be) submitted to the FAA.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Michael I. Cooke

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

City of Turlock (Sponsor) | Turlock Municipal Airport (Airport) | (Project Number)

RSA/OFA Grading/Drainage Improvements and Airfield Electrical Upgrades - Phase 1 Widen Runway 12/30

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (~~will be~~) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been (~~will be~~) established to inform employees about: a. The dangers of drug abuse in the workplace; b. The sponsor's policy of maintaining a drug-free workplace; c. Any available drug counseling, rehabilitation, and employee assistance programs; and d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☒	☐	☐
3. Each employee to be engaged in the performance of the work ~~has been~~ (will be) given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees ~~have been~~ (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: a. Abide by the terms of the statement; and b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.	☒	☐	☐
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	☒	☐	☐
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☒	☐	☐

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Michael I. Cooke

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)