City Council Agenda

MARCH 22, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
Gary Soiseth

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

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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Appointment* CDBG Grant Selection Committee (Community Members)
B. *Appointment* CDBG Grant Selection Committee (Council Representative(s))
C. *Proclamation:* Vietnam Veterans Day, accepted by Mr. Clint Barth
D. *Proclamation*: Assyrian National Council President, Mr. Youbert Valadio
E. *Presentation*: South County Corridor Feasibility Study presented by, Keith Rhodes, TYLIN International

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)
2. Turlock Fire Department Breast Cancer Awareness Month (October 2015) Campaign Update *(Saldivar)*
3. Website Update *(Grossman)*
4. North Valley Regional Recycled Water Project *(Cooke)*
5. 2015 Police Annual Report *(Chief Jackson)*

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public 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

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 Weekly Demands of 2/4/16 in the amount of $250,093.72; Weekly Demands of 2/11/16 in the amount of $1,300,440.69; Weekly Demands of 2/18/16 in the amount of $801,804.39

B. *Motion*: Accepting Minutes of Special Meeting of March 1, 2016

C. 1. *Motion*: Making the determination that City Project No. 15-39, "RWQCF Denitrification," 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 $488,257 (Fund 413) for City Project No. 15-39, "RWQCF Denitrification"

D. 1. *Motion*: Making the determination that City Project No. 16-31, "Fire Station No. 3 HVAC Improvements," is exempt from the provisions of CEQA in accordance with Section 15301(d) "Existing Facilities"

2. *Motion*: Awarding bid and approving an agreement in the amount of $11,793 (Fund 240) with Champion Industrial Contractors, Inc., of Modesto, California, for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements"

3. *Resolution*: Appropriating $16,281 to account number 240-00-000-307.43125_026 "Construction Project" to be funded from unappropriated reserves in Fund 240 "Equipment Replacement-Fire" to account for expenses for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements"

E. 1. *Resolution*: Extending the adopted Fee Deferral Program for the CFF, NWTSP and WISP Impact Fees for an additional twenty-four (24) months
2. *Motion*: Approving a Lien Agreement for deferred payment of Capital Facility Fees between the City of Turlock and Baz Family Trust (Owner of 1851 Lander Avenue, Turlock, California 95380)

F. *Motion*: Approving an agreement for the period beginning March 22, 2016 and ending October 31, 2017, with Bureau Veritas North America, Inc., for building inspection services related to the Vista Apartment project, in an amount not to exceed $195,160 (Fund 405)

G. 1. *Motion*: Approving a reimbursement agreement between Hall Equities Group and the City of Turlock in an amount not to exceed $149,032 for construction of transportation improvements identified in the Capital Facility Fee (Transportation) Nexus Study
2. *Resolution*: Appropriating $149,032 to account number 305-40-440.43272 "Reimburse Developers" to be funded from Fund 305 "Capital Facility Fee (Transportation) Reserves" for reimbursement of transportation improvements constructed by Hall Equities Group as identified in the Capital Facilities Fee (Transportation) Nexus Study

H. *Motion*: Approving the Memorandum of Understanding (MOU) with the Stanislaus Business Alliance

I. *Motion*: Approving an agreement with Darling Ingredients, Inc., for the sale and use of recycled water

J. *Resolution*: Accepting monetary donations of $12,198.59 and property donations valued at $12,753 from various donors, to be utilized in support of the City's Crime Prevention Unit and Public Safety Open House

K. *Resolution:* Appropriating $6,500 to account number 110-30-220.44001_062 "Supplies Abandoned Vehicle Abatement Program" to be funded from unappropriated Abandoned Vehicle Abatement revenues, for the purchase of vehicle safety lights and a mobile radio for Abandoned Vehicle Abatement staff safety

L. *Resolution*: Appropriating $5,470 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" to be funded from unappropriated reserves in Fund 116 "Special Public Safety – Fire" for the purchase of rescue tools, forcible entry equipment, and maintenance equipment

M. *Motion*: Approving an agreement between the City of Turlock and the Stanislaus County Sheriff's Office Alternative Work Program to provide the placement of inmates within various jobs and departments throughout the City

N. *Resolution*: Appropriating $22,255 to account number 401-10-125.51000 "Capital Improvements" from Fund 401 "Airport" reserve balance to cover the required 10% match for the Fiscal Year 2014-15 "Airport Layout Plan" and the Fiscal Year 2015-16 "Airport Obstruction Survey" grant projects

O. *Motion*: Approving a contract renewal between the City of Turlock and the Turlock Umpire Group to officiate adult city league softball

P. *Resolution*: Appropriating $148 to account number 269-60-614-377.44001_000 "Rotary Club Grant – Sports Complex Expenses" from Fund 269 "Parks & Public Facilities Grants" reserve balance to be used to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex

Q. *Resolution*: Re-appropriating unspent funds from Fiscal Year 2014-15 of $12,000 to account number 112-10-116.51166 "Document Imaging Scanners," $12,000 to account number 112-10-116.38001_122 "Transfers In for Capital Purchases," $12,000 to account number 110-10-112.48001_00122 "Transfers Out to Fund 112 for Capital Purchases," from Fund 110 "General Fund" reserve balance for the replacement of two (2) document imaging scanners

R. *Resolution*: Approving the amended and restated Joint Powers Agreement establishing the Stanislaus Council of Governments and the amended and restated Bylaws

S. *Resolution*: Approving an amendment to the Salary Schedule of the existing Management Schedule of Benefits and Policies adopted by Resolution No. 2014-167, dated October 14, 2014, to include all approved management salaries

T. *Motion*: Rejecting Claim for Damages filed by Brian Fowlkes

U. *Motion*: Rejecting Claim for Damages filed by Steven Maunakea

V. *Motion*: Rejecting Claim for Damages filed by Jennifer Emshoff

W. *Motion*: Rejecting Claim for Damages filed by Ayla Sellers

X. *Motion*: Rejecting Claim for Damages filed by Maria Lomeli

Y. *Motion*: Rejecting Claim for Damages filed by Ryan Dye

Z. *Motion*: Rejecting Claim for Damages filed by Roy Gier

6. FINAL READINGS

A. ***Recommended Action*:**
Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, regarding garbage, rubbish and organic refuse as introduced at the February 9, 2016 meeting.

7. PUBLIC HEARINGS

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

A. Request to amend the Turlock Municipal Code Title 6, Chapter 7, Article 3, Section 01 regarding Outdoor Landscape Watering and Title 6, Chapter 7, Article 4, Section 05 regarding Water Conservation Stages. *(Martin)*

Recommended Action:
Ordinance: Amending Turlock Municipal Code Title 6, Chapter 7, Article 3, Section 01 regarding Outdoor Landscape Watering and Title 6, Chapter 7, Article 4, Section 05 regarding Water Conservation Stages

8. SCHEDULED MATTERS

A. Request to accept the post event reports for the Community Events and Activities Grants funding. *(Traini)*

***Recommended Action*:**
Motion: Accepting the post event reports for the Community Events and Activities Grants funding

B. Request to approve an amendment to the Tire-derived Product Grant by the Department of Resources Recycling and Recovery (CAL Recycle) to change the scope of work for the Monte Vista median rubber bark project to the Christoffersen median and approve an update to the Council Policy Goals & Implementation Plan Policy Goal #4: Municipal Infrastructure, Action Item: 21 Complete the Monte Vista Avenue median turf replacement to reflect the amendment. *(Schulze)*

***Recommended Action*:**
Resolution: Approving an amendment to the Tire-derived Product Grant by the Department of Resources Recycling and Recovery (CAL Recycle) to change the scope of work for the Monte Vista median rubber bark project to the Christoffersen median

Resolution: Approving an update to the Council Policy Goals & Implementation Plan Policy Goal #4: Municipal Infrastructure, Action Item: 21 Complete the Monte Vista Avenue median turf replacement

C. Request to determine that City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," is exempt from the provisions of CEQA; award bid and approve an agreement in the amount of $260,539.70 (Fund 255) with George Reed Inc. of Modesto, California for the project; and appropriate $351,000 to account number 217-50-511.51270 “Construction Project” to be funded from unappropriated Gas Tax Section 2103 Reserves and transfers from Fund 255 “CDBG” for City Project No. 15-75, “Southwest Quadrant CDBG Frontage Improvements,” to complete the necessary funding required for this project. *(Bray)*

Recommended Action:
Motion: Making the determination that City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," is exempt from the provisions of CEQA in accordance with Section 15303

Motion: Awarding bid and approving an agreement in the amount of $260,539.70 (Fund 255) with George Reed Inc. of Modesto, California, for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements"

Resolution: Appropriating $351,000 to account number 217-50-511.51270 “Construction Project” to be funded from unappropriated Gas Tax Section 2103 Reserves and transfers from Fund 255 “CDBG,” for City Project No. 15-75, “Southwest Quadrant CDBG Frontage Improvements,” to complete the necessary funding required for this project

D. Request to adopt the 2013 Storm Water Master Plan in accordance with General Plan Implementation Policy 3.3-w, "Stormwater Master Plan" and the 2013 Sewer System Master Plan with General Plan Implementation Policy 3.3r "Sanitary Sewer Master Plan." *(Pitcock)*

Recommended Action:
Resolution: Adopting the 2013 Storm Water Master Plan in Accordance with General Plan Implementation Policy 3.3-w, "Stormwater Master Plan"

Resolution: Adopting the 2013 Sewer System Master Plan in Accordance with General Plan Implementation Policy 3.3-r, "Sanitary Sewer Master Plan"

E. ***Continued from the March 22, 2016 City Council Meeting:***
Request to approve a combined proposal and agreement between the City of Turlock, Turlock Certified Farmers Market and Golden State Farmers Market Association to operate, manage and market a certified farmers market located on City of Turlock property; OR Request to select a single proposal and awarding an agreement to operate, manage and market a certified farmers market located on City of Turlock property to either Turlock Certified Farmers Market (TCFM) or Golden State Farmers' Markets Association (GSFMA). *(Van Guilder)*

Recommended Action:
OPTION 1:
Motion: Approving a combined proposal and agreement between the City of Turlock, Turlock Certified Farmers Market and Golden State Farmers' Market Association to operate, manage and market a certified farmers market located on City of Turlock property.

OR

OPTION 2:
Motion: Selecting a single proposal and awarding an agreement to operate, manage and market a certified farmers market located on City of Turlock property to either Turlock Certified Farmers Market (TCFM) or Golden State Farmers' Markets Association (GSFMA).

9. MATTERS TOO LATE FOR AGENDA/NON-AGENDA ITEMS

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 Cases: (2 cases)

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

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

D. ***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

CDBG GRANT SELECTION COMMITTEE

Term Expiration:
December 31, 2016

6 applicants: (Select 6)

Jonathan Boulos	Taryn Muralt
Abe Rojas	Astrid Itzep-Lopez
Beverly Spielman	Gianni Blandino

The CDBG Grant Selection Committee screens applications from community groups seeking CDBG grant funds and selects which applicants will receive funding each year. It is estimated the Committee will fund approximately $60,000 in grants this year.

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is March 1, 2016 at 5:00 p.m.

RECEIVED
FEB 22 2016
Office of the City Clerk

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ Parks, Recreation & Community Commission

_____ Planning Commission

_____ Development Collaborative Advisory Committee

_____ Stanislaus County Airport Advisory Committee

_____ Stanislaus County Local Task Force on Solid Waste

_____ Turlock Mosquito Abatement District Board of Trustees

__X__ **Other: CDBG Grant Selection Committee**

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 30, 2016 for the grant selection process.

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

Name: Jonathan Boulos

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? ~18 years total (left for college)

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: CPA

Business Address: __ _____ Zip Code:_

Education (highest school year complete, degrees, etc.): Bachelor's of Science - Accounting from Franciscan University of Steubenville

Employment Highlights: Prepare Financial Statements, tax returns, and other business services for numerous businesses & individuals in Turlock and its surrounding areas.

Prior Public Service, if any: N/A

Present and past community activities and organizations: I have been involved with numerous faith-based groups in Turlock, & still currently am involved, doing: Coaching kids sports, feeding the needy, & serving new immigrants. I also participate in various charitable runs in Turlock.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? My financial background in preparing, interpreting, & deducing conclusions from finances coupled with my passion for Turlock and its people are the most important qualifications in being an asset to the CDBG Grant Selection Committee

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

Signature

2/15/16
Date

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is **March 1, 2016** at 5:00 p.m.

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City Clerk

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CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ Parks, Recreation & Community Commission

_____ Planning Commission

_____ Development Collaborative Advisory Committee

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_____ Stanislaus County Local Task Force on Solid Waste

_____ Turlock Mosquito Abatement District Board of Trustees

__X__ **Other: CDBG Grant Selection Committee**

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

Name: ABE ROJAS

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? 76 years

Are you, or are you related to, a current City employee? Yes If yes, please indicate the person's name and relationship, if not yourself. _____

RAY TARCIA, SON-IN-LAW

Occupation: PARK MAINTENANCE SUPERVISOR

Business Address: City of Turlock Zip Code: 95380

Education (highest school year complete, degrees, etc.): 5 YEARS College

M.A., C.P. Pomona, CSUS

Employment Highlights: RETIRED, PARKS & RECREATION DIRECTOR, City of Turlock. 25 YEARS of SERVICE

Prior Public Service, if any: 13 YEARS BOARD of TRUSTEE, Turlock Joint Union High School District (1983-1996)

Present and past community activities and organizations: CHAIR, Yosemite Community College District 2016. 21 YEARS AS A TRUSTEE

Recipient of Many Community & County Volunteer Service Awards

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I am CURRENTLY INVOLVED AS A Community Advocate for Youth, Adults, & Senior Citizen Programs and Awareness. I HAVE SERVED on Salvation Army Advisory Board. CDHG, City and School Ad Hoc Committees

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

Signature

2/16/16
Date

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is **March 1, 2016** at 5:00 p.m.

156 S. Broadway, Suite 230 | Turlock, California 95380 | phone 209-668-5540 | fax 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ Parks, Recreation & Community Commission

_____ Planning Commission

_____ Development Collaborative Advisory Committee

_____ Stanislaus County Airport Advisory Committee

_____ Stanislaus County Local Task Force on Solid Waste

_____ Turlock Mosquito Abatement District Board of Trustees

__X__ **Other: CDBG Grant Selection Committee**

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City Clerk

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

Name: Beverly Spielman

Address: _____ Zip Code: _____

Telephone: Home: _____ ~~Work:~~ Cell

Do you live within the City limits? NO Are you registered to vote? Yes

How long have you lived in Turlock? 21 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: Home Engineer

Business Address: N/A Zip Code: _____

Education (highest school year complete, degrees, etc.): High school plus 2 years college

Employment Highlights: I was E.D. of Turlock Family Network and C.M. Parent Resource Center.

Prior Public Service, if any: NONE

Present and past community activities and organizations: Volunteer at Salvation Army, ☆

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I have experience working with non-profits providing a variety of services & goods to the citizens of Turlock.

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

Beverly S Spielmann
Signature

2-11-16
Date

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is March 1, 2016 at 5:00 p.m.

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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

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_____ Turlock Mosquito Abatement District Board of Trustees

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

Name: Taryn Muralt

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: Management, Social Services (Center for Human Services, Program Director)

Business Address:

Education (highest school year complete, degrees, etc.): BA. Liberal Studies

Employment Highlights: I have worked in Stanislaus County in the social service field for approximately 38 years. I began working in a group home, providing direct services to young children. I was promoted to management and held a variety of positions related to group home operations. I then served as Executive Director of Big Brothers/Big Sisters for five years before moving to a ten year tenure in management for Girl Scouts, Muir Trail Council. In 1999, I was hired as a program manager for a school based program with Center for Human Services (CHS). I have continued my career with CHS, currently serving as Program Director for Youth and Shelter Services.

Prior Public Service, if any: none

Present and past community activities and organizations: Child Abuse Prevention Council, Head Start Advisory Council, Stanislaus Housing and Support Services Collaborative, Westside Community Collaborative, Stanislaus County Community Health Center Board

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I have a working knowledge of CDBG Public Service activities. I have written a large number of grants and have a good understanding of budgets. I am able to read a grant proposal and assess the reasonableness of the proposed activities given the description of the capacity, past performance and proposed budget. I strive to be fair and consistently act with integrity.
And, most of all, I love living in the city of Turlock and I want all our citizens to be able to feel that.

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

Taryn Muralt
Signature

2-24-16
Date

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is March 1, 2016 at 5:00 p.m.

CITY OF TURLOCK INC. 1908

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CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ Parks, Recreation & Community Commission

_____ Planning Commission

_____ Development Collaborative Advisory Committee

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_____ Stanislaus County Local Task Force on Solid Waste

_____ Turlock Mosquito Abatement District Board of Trustees

__X__ **Other: CDBG Grant Selection Committee**

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

Name: Astrid Itzep-Lopez

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? Three years almost

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: _____

Business Address: _____ Zip Code: _____

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

Currently working on my bachelors degree on Psychology and minor on Environmental Resource and Studies

Employment Highlights: Currently work as a Peer Mentor at the EOP office located at California State University Stanislaus.

Prior Public Service, if any:

Present and past community activities and organizations: Part of the Hunger Network Club who does feedings at the We Care Program. Took service learning classes to talk to local elementary and high school about a projector do outreach for the Honors Program.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I have experienced talking to individuals one on one due to my job on campus as well as being able to do public speaking. I am able to give professional presentations and workshops. I have engaged with the community of those who undergo poverty or hunger.

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

Signature

2/24/2016
Date

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is **March 1, 2016** at 5:00 p.m.

RECEIVED
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Office of the City Clerk

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

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

Name: Gianni Blandino

Address: _ _____ Zip Code: __ ___

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? Have not.

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: Student

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): High School Diploma, Fours years at CSU Stanislaus (will graduate Fall 2017; Nursing)

Employment Highlights: I have worked at Ricos Pizza from 2012-2014, working at Fuzios Universal Bistro from 2014-Present.

Prior Public Service, if any: Trip to Ecuador I helped Paint an underprivileged elementary school, taught school children the anatomy of the heart and taking their blood Pressure.

Present and past community activities and organizations: Apart of Student Nursing Association (S.N.A. at Stanislaus State. Have participated and helped with SNA activities, many of which have to do with elementary schools and the school system.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Thinking Critically in situations is what Nursing school has been teaching me; with the Grant selection committee I would be able to use that skill. Also, my urge to help the community and others around will make the position both enjoyable and important to me.

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

Signature

02/24/2016
Date

2C

IN HONOR OF

VIETNAM VETERANS DAY

March 29, 2016

WHEREAS, on March 29, 1973, the last American troops were withdrawn from South Vietnam, thus ending the longest war in our country's history; and

WHEREAS, thousands of brave Americans served our country in this conflict with courage, honor, and valor; and

WHEREAS, more than 58,000 individuals made the ultimate sacrifice in Vietnam and more than 300,000 more were wounded in combat; and

WHEREAS, due to the controversial nature of this long conflict, many of the returning Veterans did not receive the respect and gratitude they deserved for serving their nation; and

WHEREAS, these veterans bring to us now a sense of duty, patriotism, discipline and willingness to serve others that remind us of our obligations to our country and the price that is paid for freedom; and

WHEREAS, it is fitting to pay tribute also to the families of our Vietnam Veterans who have endured sacrifice, separation, anguish, and loneliness while their loved ones served with pride and honor; and

WHEREAS, we are forever thankful to our Vietnam Veterans for their unwavering strength and courage while fighting in the Vietnam War and we join together to express our gratitude, remember their service, and say "welcome home"; and

WHEREAS, we owe each of these men and women a debt of gratitude we can never repay.

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 March 29, 2016, as **"VIETNAM VETERANS DAY"** in the City of Turlock, and urge all fellow citizens to join me in a moment of silence at 10:00 a.m. at the War Memorial Cannon in Central Park, as we place yellow ribbons in honor of those Vietnam Veterans who so selflessly gave their service.

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 22nd day of March, 2016.

_____

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

2 D

IN HONOR OF

PRESIDENT YOUBERT VALADIO

ASSYRIAN NATIONAL COUNCIL OF STANISLAUS COUNTY

MARCH 22, 2016

WHEREAS, Turlock resident Youbert Valadio was recently elected as President of the Assyrian National Council of Stanislaus County; and

WHEREAS, the Assyrian National Council of Stanislaus County was formed in 2000, with the goal of assisting Assyrians with important issues such as immigration, education, citizenship, and becoming active and involved in American society; and

WHEREAS, the Assyrian National Council of Stanislaus County is comprised of various churches, and political and social organizations that serve the nearly thirty-five thousand Assyrians throughout Stanislaus County; and

WHEREAS, the Assyrian National Council works with elected officials and county and state agencies to be a voice for the Assyrian people, many of whom migrated to this country to escape religious persecution; and

WHEREAS, Youbert Valadio, President of the Assyrian National Council of Stanislaus County, has earned and justly deserves this public recognition for his dedicated service to the Assyrian community; and

WHEREAS, it is fitting this recognition be conducted as the Assyrian community prepares for the observance and celebration of the Assyrian New Year on April 1, 2016.

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 express our sincere congratulations and best wishes to **YOUBERT VALADIO** upon being elected President of the Assyrian National Council of Stanislaus County.

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 22nd day of March, 2016.

_____

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

Turlock Police Department
Annual Report
2015

Chief of Police
Robert A. Jackson

"Leading the Way Through Excellence"

POLICE
CITY OF TURLOCK

City of Turlock Police Department

VISION STATEMENT

Leading The Way Through Excellence

MISSION AND VALUES STATEMENT

"As Police Professionals, We Commit Ourselves to Public Safety, Service, and Excellence."

As dedicated public servants we will strive:
For the continual pursuit of justice;
For fair and equal application of the law;
To treat all persons with dignity and respect, and conduct ourselves in accordance with the Law Enforcement Code of Ethics;
For innovative and effective management of our resources, responsive to community needs;
To create and maintain an atmosphere that encourages community input, participation, and partnerships.

CITY OF TURLOCK POLICE DEPARTMENT
244 N. BROADWAY TURLOCK, CA 95380
PHONE 209.668.5550
FAX 209.668.5642

Website: www.cityofturlock.org/citydepartments/policedepartment
Facebook: www.facebook.com/Turlock PD
Twitter: @turlockpolice
YouTube: Turlock Police Department
Nixle: https://local.nixle.com/turlock-police-department-ca/
Nextdoor

POLICE OFFICER
THE GREAT SEAL OF THE STATE OF CALIFORNIA
TURLOCK POLICE

04 MESSAGE FROM THE CHIEF
05 CITY OF TURLOCK LEADERSHIP
06 TPD ORGANIZATIONAL STRUCTURE
08 FACTS

Field Operations Division

09 UNIFORMED PATROL
09 SCHOOL RESOURCE OFFICERS
10 911 COMMUNICATIONS CENTER
11 TRAFFIC SAFETY
12 ANIMAL SERVICES
14 CRIME PREVENTION
16 CHAPLAINCY
17 CADETS
18 EXPLORERS
19 PEACE OFFICERS MEMORIAL

Special Operations Division

20 INVESTIGATIONS
21 NARCOTICS ENFORCEMENT
22 PROFESSIONAL STANDARDS AND TRAINING
23 RECORDS
24 UNIFORM CRIME REPORTING & ARREST STATISTICS
25 BACKGROUND INVESTIGATIONS
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28 AWARDS AND ACHIEVEMENTS
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32 LAW ENFORCEMENT CODE OF ETHICS

From the Chief's Office

CHIEF ROBERT A. JACKSON

I am pleased to submit the Turlock Police Department's Annual Report for the year 2015 to the Turlock City Council and the citizens of Turlock, California. Included in this report is statistical information concerning the Department's activities and accomplishments for 2015.

In 2015, your Police Department continues to struggle with the burdens placed on our criminal justice system with the passage of Proposition 47 and the full effects of our state's prison realignment of 2011. With these drastic changes, the crime reductions we had been experiencing over the last decade have stopped and statewide we are now seeing increases in crime.

Substance abuse and addiction is the key component of the crime rates in our community. Of the 3,120 part one crimes in Turlock, 2,739 of them are associated to some type of theft. Experience has shown that the large majority of these thefts are perpetrated by those addicted to drugs. A strong focus of our efforts to deal with the criminal element in our communities is to empower our citizens to take ownership of our neighborhoods.

Crime prevention is an investment that will impact crime before it has a chance to start. I encourage everyone if you "see something, say something." If you witness a crime, report it. I also ask our community to get to know your neighbors and work together to lessen crime in our communities.

To help with these efforts, we have a renewed focus on crime prevention and community oriented policing. We have developed the Community Outreach Response & Engagement Team (C.O.R.E) who is tasked to proactively deal with community issues in a proactive purposeful manner. Last year, we reformed our crime analyst program but with our very own twist. In addition to the traditional internal analytical work, we have asked this employee to also be a public information analyst as well. Not only will this analyst help inform our employees, but will also provide important information to the public.

We have also entered into a partnership with the Stanislaus County Behavioral Health Department, and now work hand-in-hand with them to bring services into the field in Turlock. Their staff rides with and supports our officers out on the streets. Quality of life in Turlock has been a priority of ours over the last year.

We have spent considerable time working with those in our community that frequent our parks and public areas and have assured that those visits are done in such a manner that our community expects. Our efforts have proven successful, and we have seen a dramatic drop in illegal nuisance behavior in these locations. Today, our parks are much better suited for everyone in our community to enjoy.

We ended 2015 with a very ambitious plan for the future. Your police department has established a three (3) phased staffing and equipment plan which, when fully implemented, will bring our staffing numbers back to pre-recession levels. These increases will better enable us to make progress in achieving the goals established in the 2015-2019 City of Turlock's Mayor and City Council Policy Goals and Implementation Action Plan. In that plan, we have established goals of reducing crime and lessening our response times to those in need.

I am honored and privileged to lead an organization that serves our community in such an important role. Our vision statement of "Leading the Way Through Excellence" is something we continue to strive to attain and do so with a deep sense of pride and honor. As police professionals, we will continue to commit ourselves to public safety, service and excellence. Thank you for taking time to review our report.

City Leadership

CITY COUNCIL

Pictured from Left to Right: Councilmember Matthew Jacob (Term Seated 12/9/14), Councilmember Amy Bublak (Term Seated12/9/08), Mayor Gary Soiseth (Term Seated 12/9/14), Councilmember Bill DeHart Jr. (Term Seated 12/14/10), Councilmember Steven Nascimento (Term Seated 12/11/12)

City Attorney
Phaedra Norton

City Manager
Roy Wasden

Department Organizational

TURLOCK POLICE DEPARTMENT

STAFFING NUMBERS

- Red, Yellow, and Orange Numbers = Currently Working
- Black numbers = Vacant, Modified Duty or Training
- 78 Authorized Sworn Positions

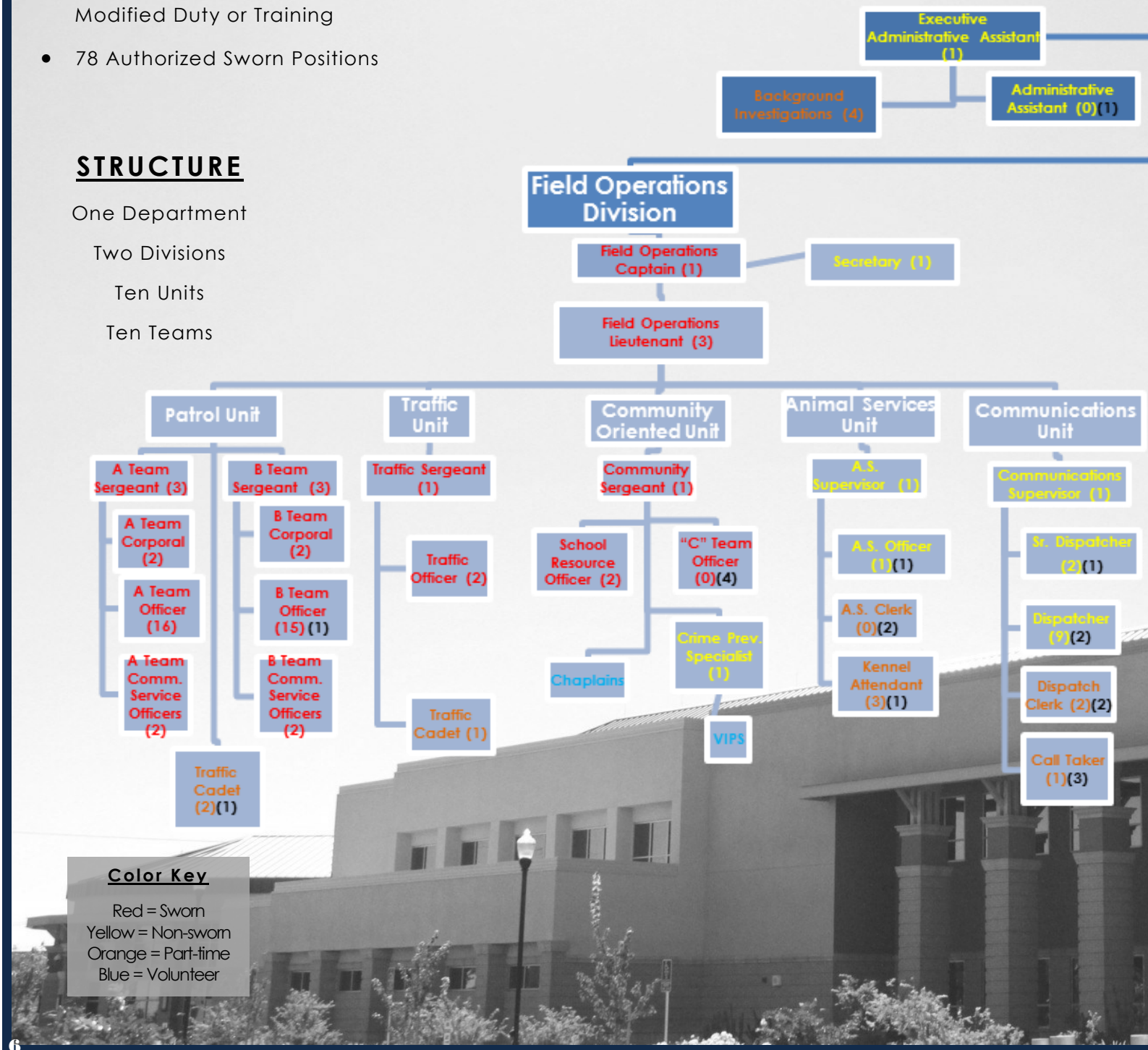
STRUCTURE

One Department

Two Divisions

Ten Units

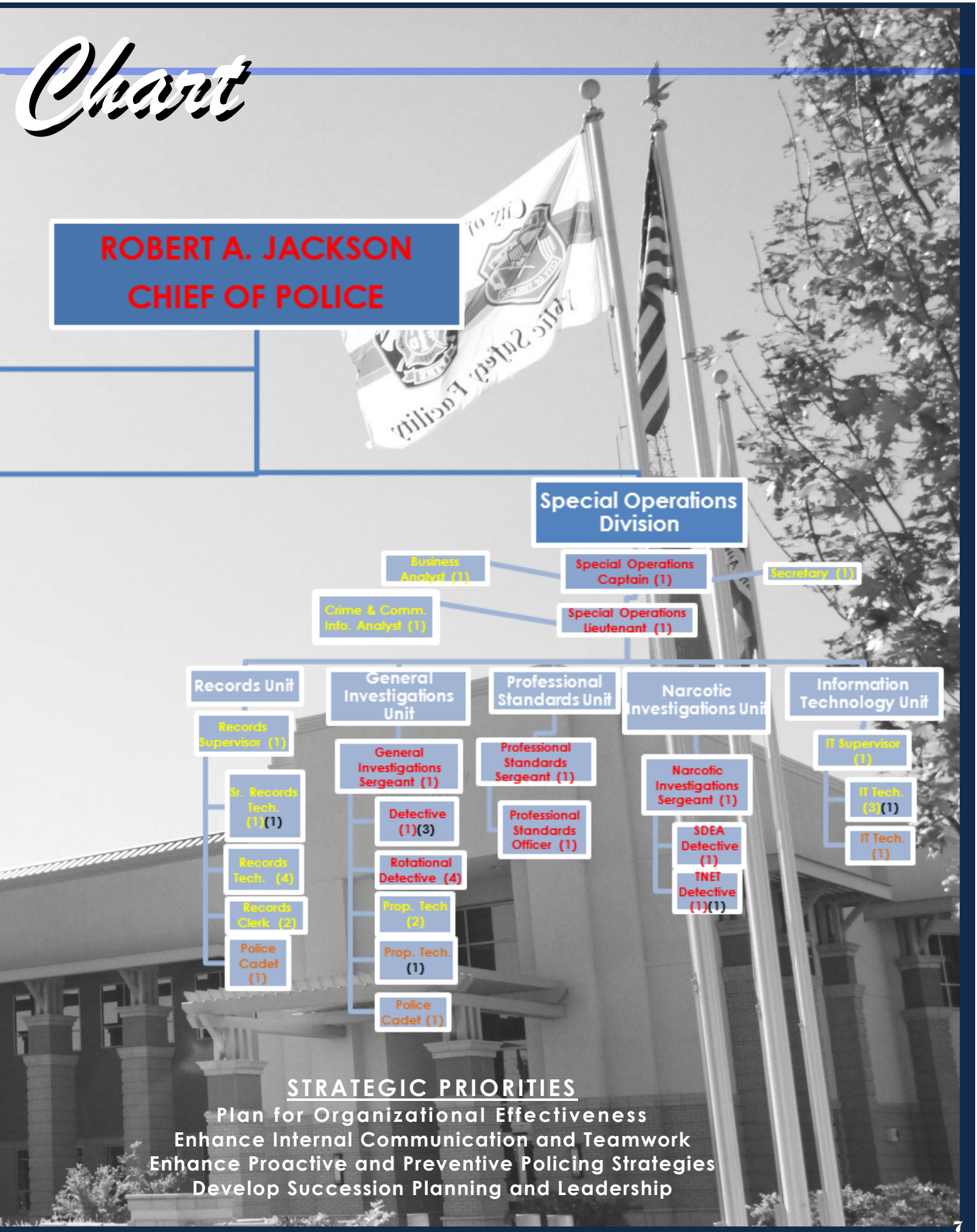
Ten Teams



Color Key

Red = Sworn
Yellow = Non-sworn
Orange = Part-time
Blue = Volunteer

Chart



STRATEGIC PRIORITIES

Plan for Organizational Effectiveness
Enhance Internal Communication and Teamwork
Enhance Proactive and Preventive Policing Strategies
Develop Succession Planning and Leadership

The Facts 2015

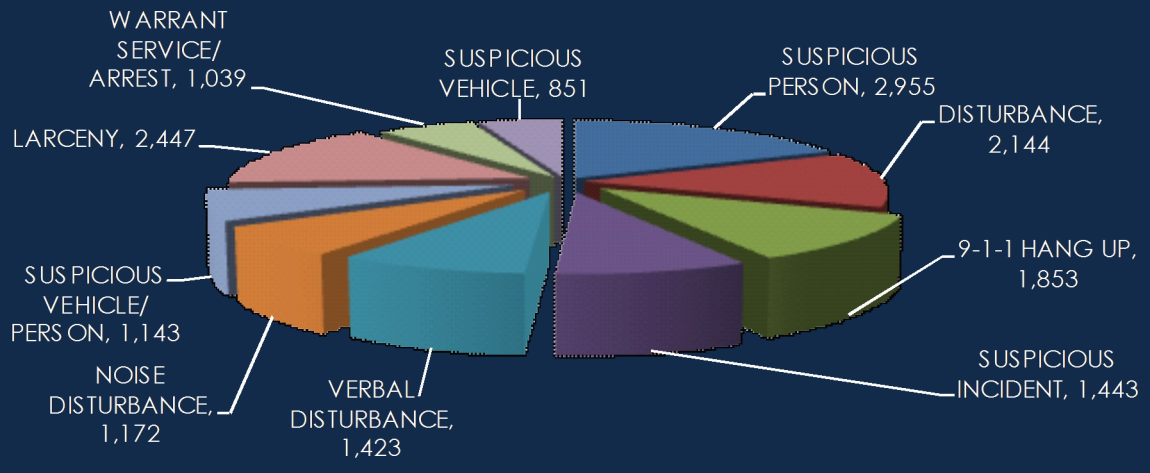
CITY STATISTICS

CITY OF TURLOCK STATISTICS

INCORPORATED	1908
GOVERNMENT	COUNCIL/MANAGER
MAYOR	GARY SOISETH
CITY GENERAL FUND BUDGET (2015/2016)	$ 34,293,745
POPULATION	71,043
AREA (SOURCE: CITY OF TURLOCK, PLANNING DIVISION)	16.88 MILES

POLICE DEPARTMENT STATISTICS

CHIEF OF POLICE	ROBERT A. JACKSON
PATROL AREA	16.88 SQUARE MILES, DIVIDED INTO 5 BEATS
SWORN OFFICERS	78
CIVILIAN FULL-TIME AND PART-TIME EMPLOYEES	71
DEPARTMENT BUDGET (2015/2016)	$ 17,841,203
CALLS FOR SERVICE	56,826
ARRESTS	3,338
ARRESTS FOR DRIVING UNDER THE INFLUENCE	71
VIOLATIONS CITED BY TRAFFIC SAETY UNIT	1,202
PARKING CITATIONS	976
COLLISION REPORTS	847



Field Operations

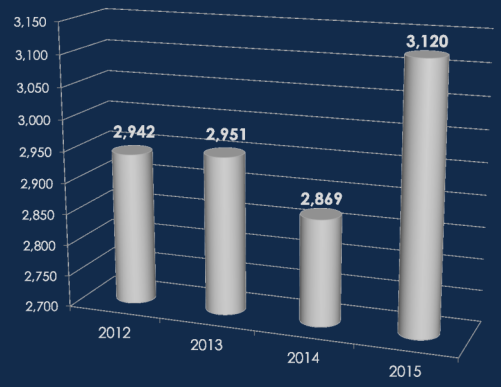
CAPTAIN STEVEN WILLIAMS

Units assigned to the Field Operations Division include Uniformed Patrol, Traffic Safety, Crime Prevention, Communications, School Resource Officers, Bike Patrol, Critical Response Team and Volunteers in Police Service (VIPS). The division is headed by Captain Steven Williams, with Lieutenant Ron Reid, Lieutenant Joey Mercado and Lieutenant James Silveira as Watch Commanders, supervising eight (8) Sergeants and fifty-four (54) full time employees.

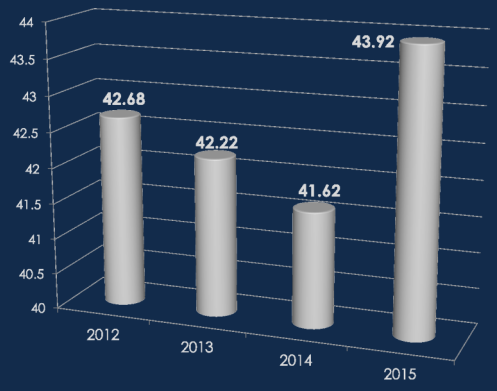
Uniformed Patrol

Patrol prepared 9,980 incident reports during 2015. In continuing efforts to increase efficiency, the Department has been reaching out even more to our community to build strong partnerships that will enhance our quality of life in the city.

PART 1 CRIMES



PART 1 CRIMES PART 1 CRIME RATE PER 1,000 RESIDENTS

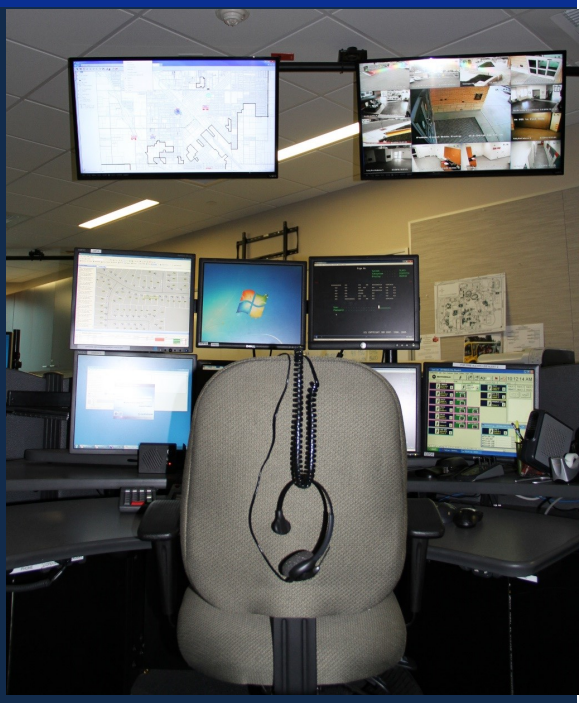


School Resource Officers

The Turlock Unified School District (TUSD) and Turlock Police Department continued to partner throughout the 2015 year. With financial support from TUSD, two (2) full time Officers are assigned to Turlock's two (2) high schools. These Officers also provide support to our local elementary and middle schools, as needed.

911 Communications

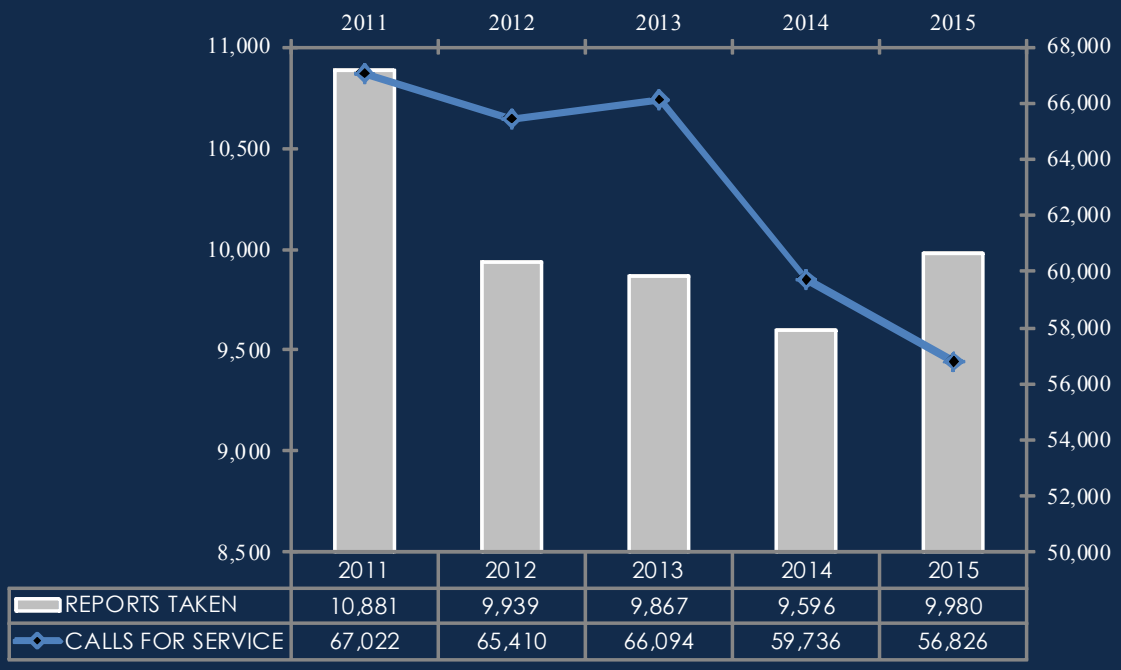
FIELD OPERATIONS DIVISION



The Turlock Communications Center serves as a Public Safety Answering Point (PSAP). The Communications Unit includes four (4) part-time Dispatch Clerks, four (4) part-time Dispatch Call Takers, ten (10) full time Emergency Services Dispatchers, three (3) Senior Emergency Services Dispatchers, and the Public Safety Communications Supervisor. The center is part of Field Operations managed by Lieutenant Ron Reid and Captain Steven Williams.

The mission of the 9-1-1 Communication Center's well-trained staff is to provide both emergency and non-emergency Police and Fire services for our community, in a professional and expedient manner. The Turlock Communications Center received nearly 101,917 incoming telephone calls in 2015. Of those, 24,595 (an average of 67 per day) were 9-1-1 calls.

	PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
2014	724	2,876	18,476	3,621
2015	735	2,944	19,202	3,259
2015 AVERAGE RESPONSE TIMES				
	7:23	15:27	43:05	1:05:24



	2011	2012	2013	2014	2015
REPORTS TAKEN	10,881	9,939	9,867	9,596	9,980
CALLS FOR SERVICE	67,022	65,410	66,094	59,736	56,826

Traffic Safety Unit

FIELD OPERATIONS DIVISION

Sergeant Scott Ellis was assigned as the Traffic Safety Unit Sergeant in February of 2015. The unit consists of four members Sergeant Scott Ellis, Officer Joe Dusel, Officer Mike Stapler and Cadet Balbindar Singh.

In the beginning of 2015, the Traffic Safety Unit applied for a competitive grant through the Office of Traffic Safety (OTS) that was a Selective Traffic Enforcement Program (STEP) grant. The Turlock Police Department was awarded $69,000 for the 2015-2016 grant year. This grant funded equipment for DUI enforcement related activities, along with special enforcement in areas such as distracted driving, general traffic enforcement, "Click It or Ticket," DUI checkpoints, and DUI saturation patrols.

2015 was busy for the Traffic Safety Unit. The number of vehicle collisions slightly increased from 827 in 2014, to 847 in 2015. While there were two (2) fatal collisions, one (1) involving a pedestrian, and the other a solo motorcycle collision, fatal traffic collisions were reduced by 75%. We aim to further reduce these numbers with the assistance of the STEP grant through directed enforcement activities.

The Traffic Safety Unit still maintains a car seat safety program to assist families with proper installation of child car seats. Please contact the Traffic Safety Unit at (209) 664-7380 with any questions regarding proper installation or to set up and appointment with one of our technicians.

TRAFFIC SAFETY UNIT

	2012	2013	2014	2015	% Change 2014 vs. 2015
Total Reportable Collisions	740	717	827	847	+2%
Fatalities	2	3	8	2	-75%
Injury	216	274	281	276	-2%
Non-Injury	520	440	538	571	+6%
Violations Cited by TSU	2,072	1,881	639	1,202	+47%
Parking Citations all TPD	824	921	1,345	976	-27%

Animal Services

FIELD OPERATIONS DIVISION

VOLUNTEER HOURS & DONATIONS

ACTIVITY	2011	2012	2013	2014	2015	'14 vs. '15 % Change
AWP'S/COMM HOURS	23,720	15,232	10,220	6,756	6529.25	-3%
TAC VOLUNTEER HOURS	-	-	-	9	172.5	1,817%
TOTAL SAVINGS IN DOLLARS	$190,080	$109,632	$81,016	$54,195	$53,190	-2%
PET FOOD DONATED IN POUNDS	13,300	10,128	11,371	11,366	6,153	-46%
TOTAL SAVINGS IN DOLLARS	$17,955	$15,194	$13,449	$15,675	$8,526	-46%

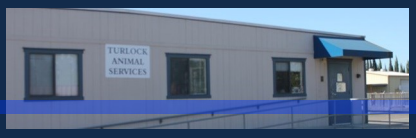
HIGHLIGHTS

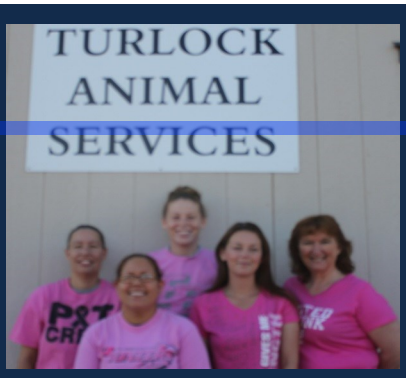
- Received a grant of $7,500 for spay/neuter fund
- New Officer Lauren Watts
- Received a donation of $8,000 for a new isolation trailer

The Turlock Police Department's Animal Services Unit continues to strive for excellence in providing compassionate care for the domestic animals in our community. The unit continues its partnerships with rescue organizations to place adoptable animals. The City of Turlock Police Department's web page and Facebook page are instrumental in reuniting pets with their owners and offering valuable information to the community about animal related topics.

We were awarded $7,500 to expand our efforts to offer low/no cost spay/neuter programs to our residents. With these funds, we offered one hundred (100) vouchers for dogs and fifty (50) vouchers for cats, to our residents. The $50.00 vouchers for dogs, included a one (1) year license, microchip, rabies vaccine and spay/neuter. The $25.00 voucher for cats, included a microchip and spay/neuter.

Additionally, a donation of $8,000 was received from a private individual to replace our isolation trailer that was unfit for use.





ANNUAL ANIMAL ACTIVITY

ACTIVITY	2011	2012	2013	2014	2015	% Change 2015 vs. 2014
DOGS						
IMPOUNDED	1,472	1,407	1,346	1,193	1226	3%
EUTHANIZED	493	529	377	412	354	-14%
ADOPTED	624	580	454	475	528	11%
RETURNED TO OWNER	329	269	289	293	342	16%
REMAIN IN SHELTER	26	18	47	10	0	-100%
OTHER (DIED, ESCAPED, STOLEN)	-	-	-	3	2	-33%
CATS						
IMPOUNDED	1,722	1,670	1,697	1,566	1,245	-20%
EUTHANIZED	1,471	1,333	1,325	1,290	1,010	-22%
ADOPTED	217	289	282	239	222	-7%
RETURNED TO OWNER	26	39	22	34	10	-71%
OTHER (DIED, ESCAPED, STOLEN)	-	-	-	2	3	50%
OTHER SERVICES						
SERVICE CALLS	3,610	3,391	3,644	3,373	3,096	-8%
BITES HANDLED	123	133	118	106	107	1%
HOME QUARANTINE	-	-	-	52	38	-27%
SHELTER QUARANTINE	-	-	-	47	52	11%
LICENSES SOLD	$64,326	$66,107	$74,066	$71,611	$70,102	-2%
CITATIONS	119	286	498	365	398	9%

Crime Prevention

FIELD OPERATIONS DIVISION

The Turlock Police Department was honored to receive an award from the National Association of Town Watch for the seventh year in a row. The award was received for Outstanding Department and Community Efforts during National Night Out 2015. Turlock placed in the top twenty-five (25) cities nationally who competed in the category of "Population 50,000-99,000." In this category, Turlock also placed third in California. The residents of Turlock held thirty-five (35) block parties, each of which received visits from various representatives from the City, including Turlock Fire Services, Turlock Police, City Government Officials, Turlock's "Go Green" mascot, Blue Santa, Sparky the Fire Dog and McGruff the Crime Dog.

The Turlock Recreation Department also hosted a block party at Columbia Park to accommodate those citizens that did not have a block party to attend. The pool was open for children to swim, and the block party reinforced police, City and community relations. A Block Captains' appreciation dinner was also held to recognize the hard work the Block Captains put into making National Night Out a success. Approximately eighty (80) City employees, allied agencies, and roughly 2,100 citizens participated in the National Night Out event.

In 2015, the citizens of Turlock joined forces with the Police Department and started five (5) new Neighborhood Watch groups. Business Watch was enhanced with police participation in regular meetings with local businesses and by maintaining a robbery/fraud alert notification for local banks. School Watch was promoted by continuing to build a stronger partnership with the Turlock School District. The goals of all the "Watch" programs are to develop a greater sense of pride in our community, enhance public partnership with police and share valuable information in an attempt to reduce crime.

In addition, Turlock PAL's Operation Blue Santa was expanded. With the help of generous donations from community members and businesses, Blue Santa was able to visit with approximately forty (40) families and brought them holiday cheer, toys and clothes. Blue Santa was also able to visit with eleven (11) After School Programs and provided holiday safety information and crime prevention tips to the kids. Blue Santa encourages positive relations between police and the community, and encourages kids to demonstrate good behavior while spreading holiday cheer to those in need.

Blue Santa visiting children during the Turlock charities shopping event

In March 2015, twenty (20) citizens completed the eleven (11) week Citizens Police Academy, which is designed to build community and police partnerships while providing education and resources to the citizens of Turlock.

Turlock Police employees with a local neighborhood during National Night Out

CRIME STOPPERS

New Turlock Cases Profiled to Crime Stoppers	**4**
Crime Stoppers Tips Received	**54**

This year approximately fourteen (14) Turlock Citizens completed the twelve (12) hour Rape Aggression Defense (R.A.D.) course.

Turlock Police Department and Stanislaus State University Police Department continue to provide a free R.A.D. Systems Basic Physical Defense course designed to help women overcome the effects of sexual harassment and sexual violence by teaching them assertiveness, awareness, risk reduction, risk recognition, avoidance and physical defense strategies.

R.A.D. is a twelve (12) hour course taught over a two (2) week period. Courses are offered throughout the year and are currently being taught by Turlock Police Lieutenant Joey Mercado, Turlock Police Officer Mayra Lewis, and the CSUS Police Department.

Residents throughout Turlock continued to join and participate in an online tool called Nextdoor in 2015. The Turlock Police Department has partnered with Neighborhood Watch groups to utilize Nextdoor as the first private social network for neighborhoods. Nextdoor is free to residents and to the City. Each neighborhood creates its own Nextdoor group, accessible only to residents of that neighborhood.

- Total subscribers: 2,589
- Total households subscribed: 2,200 (8% of all households reached)
- 45 launched neighborhoods
- 3 pilot neighborhoods (in process of becoming active)
- 5 unused neighborhoods

For information on any of these programs, contact Crime Prevention Specialist Michelle Backeroff at (209) 656-3153, mbackeroff@turlock.ca.us

In 2015, Turlock had twenty-seven (27) dedicated Volunteers in the Volunteers in Police Services (VIPS) program. VIPS have proudly logged over 101,000 hours in the last sixteen (16) years and in 2015, provided over 4,600 hours of service. VIPS are genuinely dedicated to assisting the Police Department and the community of Turlock. The VIPS program continues to grow and move forward by providing "helping hands" through in-house work at the Police Department and "extra eyes and ears" out on patrol.

In 2015, the Turlock Police Department joined forces with all other Stanislaus Area Law Enforcement Agencies and completed the fourth annual Stanislaus Regional Law Enforcement Volunteer Academy. This academy helps ensure all law enforcement volunteers receive quality training on a regular basis. Over thirty (30) volunteers from within the county completed the academy.

Chaplaincy

FIELD OPERATIONS DIVISION

Turlock Chaplaincy, Inc., is a 501(c)3 non-profit corporation, which supplies on-call chaplains to the Turlock Police Department free of charge. Administered by a community-based board of directors, the Chaplaincy is managed daily by part-time Executive Director David Williams. Williams, along with Al Opdyke, Gerry Grossman, Javier Carrillo, Bob Reichert and Jose Perez are volunteer Chaplains who respond to the scene of any crisis at the request of any employee of the Turlock Police Department.

The primary objectives are to provide Critical Incident Stress Management (CISM) services, counseling, assistance, and spiritual guidance. The Chaplains stand ready to respond twenty-four (24) hours a day, as needed or desired. Chaplains provide emergency counseling in a pastoral role and do not attempt to replace individual clergy or mental health professionals. Long-term assistance is referred to other resources.

The Turlock Police Department benefits from the Turlock Chaplaincy, Inc., as one of its contract agencies. Through a Memorandum of Understanding, Chaplains provide a myriad of services for the Officers, their family members, and Department staff. The Police Department partners with the Chaplains, who are familiar with the Department and its personnel. The Chaplains are considered fixtures in the Department and responded to over ninety-four (94) incidents in 2015, which included:

- Confidential counseling of Police Department personnel and family members
- Wedding and funeral services for Police Department personnel and family members
- Provision of a ministry of presence wherein they are at the Department a certain number of hours each week accessible to employees in an informal manner
- Assistance for Department employees with critical incident stress recovery and resource referral
- Representation of both the Chaplaincy and the Department at formal functions, to include annual law enforcement memorials, funerals, and weddings for current and retired members of the Department, swearing-ins, and promotional ceremonies, civic club and church presentations
- Provision of services, training, and consultations to our Department and to other allied agencies
- Response to calls for service on behalf of the Department to include resource referral, death notifications, and/or counseling for community members in need

CHAPLAINS

NATURAL DEATHS	15
DEATH NOTIFICATIONS	6
HOMICIDES	3
ROBBERY	1
IN-HOUSE TRAINING	4
CISM DEBRIEFINGS	5
SUICIDES	9
SUICIDAL PERSON	1
VEHICULAR DEATHS	7
FOLLOW-UP	2
ALLIED AGENCY ASSIST	1
HOSPITAL ASSIST	2

Cadets

FIELD OPERATIONS DIVISION

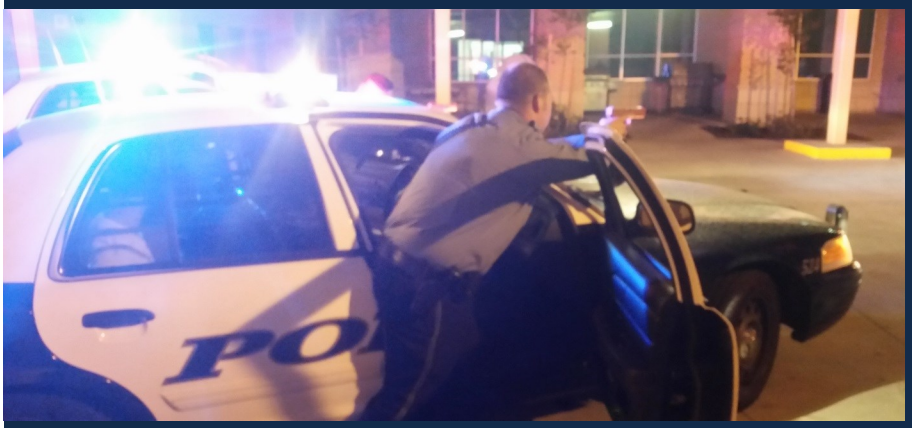
The Turlock Police Cadets are part-time positions with the Police Department for individuals who are 18 years or older, and who are currently enrolled in college with six (6) or more units. Typically, a Cadet is a stepping stone for an individual who is interested in a career with law enforcement or becoming a police officer.

Currently, there are six (6) Cadets working for the Turlock Police Department that are divided between the Special Operations Unit and the Field Operations Unit, assisting officers and administrative staff with daily duties. On a rotating schedule, Cadets are assigned to different divisions such as, Records, Traffic Safety Unit, Patrol, and Special Operations.

Duties that Cadets are assigned vary from the court run, which is a daily trip to the Stanislaus County Courts to hand deliver and receive important court case files and documents, assisting with police vehicle maintenance, subpoena service, traffic control for vehicle accidents in the field and for special events throughout the city, administrating Live Scan appointments to be fingerprinted, Abandoned Vehicle Abatement (AVA), issuing parking citations, etc.

Explorers

FIELD OPERATIONS DIVISION



Explorer Post 900 is affiliated with the Boy Scouts of America. The Explorer Post is managed and supervised by full time police employees. The intent of the Explorer Program is to provide the youth of our community with an opportunity to develop the basic education and knowledge of the law enforcement profession. There are currently twelve (12) active Turlock Police Explorers.

The Turlock Police Department established three (3) primary goals for each Police Explorer. The first goal is for every Police Explorer to further their education by finishing high school and continuing on to higher education. The second goal is for the Explorers to observe and participate in the relationship between the Police Department and the community. Finally, the advisors assist the Explorers in developing into productive citizens, leaders, and law enforcement professionals.

The Turlock Police Explorers gain hands-on experience by assisting police officers in directing traffic during special events and by participating in ride-alongs with police officers. Police Explorers train regularly during semi-monthly meetings and serve as a resource for the community.

In 2015, the Explorers assisted in over thirty (30) events, including National Night Out, Turlock Public Safety Open House, safety fairs, the Stanislaus County Fair, Bike Rodeos, Department training days, etc. In addition to those events, they have contributed 1,880 hours serving the Department and the community.

Peace Officers Memorial Washington D. C.

FIELD OPERATIONS DIVISION

In October of 1962, President John F. Kennedy signed a proclamation which designated May 15th as Peace Officers Memorial Day and the week in which that date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC each year to participate in a number of planned events which honor those that have paid the ultimate sacrifice.

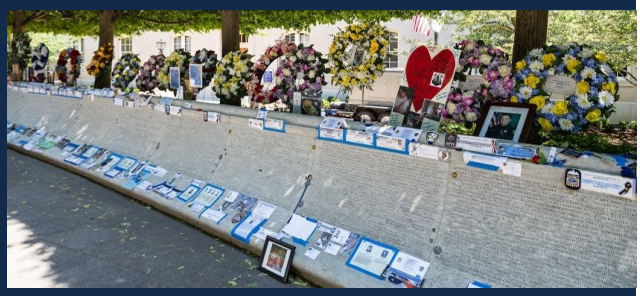
The Memorial Service that accompanies the Police Week began in 1982 with approximately 120 survivors and supporters. It has since grown to include about 40,000 attendees (family, friends, and coworkers). Memorial Week consists of a series of events to include the Candlelight Vigil and Memorial Ceremony; however, there are numerous survivors seminars, classes, tours and activities surrounding the bigger two (2) events. Turlock Police Department's Honor Guard was lucky enough to be part of this experience in 2015, honoring those who lost their lives in 2014, and representing those who lost their lives in the line of duty here in Turlock.

The Memorial Walls, as of 2015, have 20,534 names etched into them. These are law enforcement officers who have been killed in the line of duty dating back to 1791.

Chief Jackson made it a goal to get his Honor Guard to the National Memorial, and to get new uniforms for the team. This year, he did both.

To provide the uniforms and the trip was an expensive venture. It was accomplished with a combination of City funds and private donors to include TAPO, Widows and Orphans, CSUS Police Department, Turlock's two (2) Rotary Clubs, Kiwanas, Assyrian American Civic Club, American Legion, VFW, Turlock Scavenger and some private donors that wished to remain anonymous. The initiative was a success. Although all of the donations were appreciated, we would not have had the success we did without the support of TAPO and Widows and Orphans.

At the Peace Officer Memorial, the Honor Guard was able to take etchings of all five of our fallen officers' names, as well as all of the other officers from around the country. The team was honored to actually be a part of the Candlelight Vigil Ceremony, stationed with families and survivors surrounding them. Another event of the trip was to hear President Obama speak at the Peace Officer Memorial. He recognized the loss of lives, the tough job that law enforcement does each day, and primarily the families left behind.

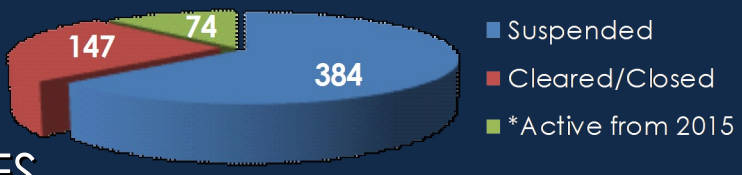


Special Operations Division

CAPTAIN NINO AMIRFAR

The primary function of the Investigations Unit is to provide highly skilled Detectives to provide in-depth investigations on a wide variety of cases that warrant investigation and/or resources beyond the capacity of standard patrol functions. Often, these cases require technical skills, training, and the supplementary pursuit of information. The Investigations Unit is comprised of highly trained and experienced Police Officers and civilians who are committed to providing professional service to our community by conducting thorough investigations necessary to ensure successful prosecutions. Additionally, all extraditions of wanted persons are facilitated within the Investigations Unit. This requires Detectives to pick up fugitives from justice in other jurisdictions, or other states, with very short notice and provide a secure and safe transportation of said individuals to our County Jail in order to facilitate their prosecution of crimes perpetrated.

There are currently a total of eight (8) Detectives assigned to the Investigations Unit. Each Detective is trained to investigate Crimes Against Persons, such as homicides, robberies, sex offenses, child abuse and aggravated assaults. Detectives are also trained to investigate Property Crimes, such as burglaries, embezzlement, check and credit card fraud, and identity theft. Some Detectives have also received specialized training to investigate crimes such as arson and computer and technology type crimes. The Investigations Unit works closely with other county, state, and federal organizations as well as the Stanislaus County District Attorney's Office to obtain and secure criminal complaints and convictions.



2015 CASES

The Special Operations Division is comprised of the following specialized units: Investigations, Turlock Narcotics Enforcement Team (TNET), Office of Professional Standards and Training, Property and Evidence, Records Unit, Crime and Community Information Analyst and the Public Safety Business Analyst. The Special Operations Division is commanded by Captain Nino Amirfar.

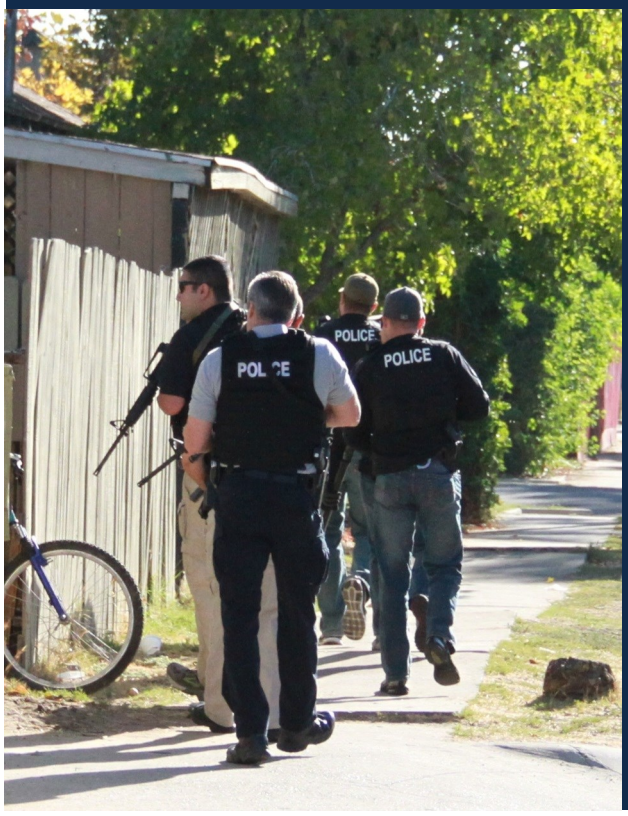
Narcotics Enforcement

SPECIAL OPERATIONS DIVISION

The Turlock Narcotics Enforcement Team's (TNET) goals are to address, disrupt, and suppress the local street level sales of drugs and narcotics. The unit operates by strategically managing numerous follow-up investigations from patrol officers, acting on information and tips, from our tip line and initiating investigations through the facilitation of undercover operations.

The Turlock Police Department also has a Detective assigned to a county-wide narcotics task force, which works in conjunction with TNET; however, the focus of that task force is on enforcement of large scale drug and narcotics investigations occurring throughout our region.

Many preliminary investigative leads have been received through our anonymous tip line (209) 668-5550, ext. 6117. You're encouraged to call and leave tips and you can remain anonymous.



TNET

SEARCH WARRANTS	15
MARIJUANA PLANTS SEIZED	2,006/Approx. 2,000 eradicated
MARIJUANA POUNDS SEIZED	630 lbs.
METHANPHETAMINE SEIZED	414 g
HEROIN SEIZED	120 g
OTHER DRUGS SEIZED	73 pills
ARRESTS	63
HASHISH SEIZED	7 g
CONTROLLED BUYS	5
ASSET SEIZURE IN $/PROPERTY	$39,990
FIREARMS SEIZED	4

Professional Standards & Training

SPECIAL OPERATIONS DIVISION

The Professional Standards and Training Unit serves as the point of contact for most relations and outreach, including:

- Public Information Officer (PIO) duties, wherein events require dissemination of information to media agencies
- The point of contact for businesses seeking licenses and permits. The unit conducts background and criminal history checks for those that require clearance letters from law enforcement before they can obtain business licenses within the City of Turlock
- Conducts investigations and background checks for the permit applications that allow additional activities within the City of Turlock, such as gambling establishments, massage salons, etc.
- Liaison and contact for the Alcohol, Beverage and Control (ABC) agency to establish conditions for operations and ensure that businesses that sell and or serve alcohol do so in a manner that is reasonable and safe for our community

One of the most important tasks assigned to the Professional Standards and Training Unit is to ensure that the highest level of professionalism is carried out by members of the Turlock Police Department. That endeavor is accomplished through continuous audits of personnel performance through internal processes, investigation into citizen complaints, internal administrative investigations, and ongoing development and training.

In addition to the rigorous basic academy and field training in which all Officers participate, they are required to attend a minimum of twenty-four (24) hours of advanced Officer training every two (2) years, of which fourteen (14) hours are dedicated to maintaining perishable skills. The importance of that training is highlighted herein. In 2015, Turlock Police Officers responded to approximately 98,531 calls for service including self-initiated contacts. Those calls for service and contacts resulted in 3,338 arrests. The statistics below highlight that force was utilized 1.4% during those 3,338 arrests. Additionally, the Department investigated twelve (12) administrative investigations and citizen complaints resulting from the 98,531 calls for service and self-initiated contacts handled by our employees. The nature of those complaints were potential violations of policy and/or procedure.

PERSONNEL TRAINING

CLASSES ATTENDED BY PERSONNEL	**574**
TRAINING HOURS ATTENDED BY	**7,706**

DURING 2015, TURLOCK POLICE DEPARTMENT OFFICERS HANDLED 98,531 CALLS FOR SERVICE, WITH ONLY TWELVE (12) RESULTING IN ADMINISTRAITIVE INVESTIGATIONS AND CITIZEN COMPLAINTS

USE OF FORCE

TYPE OF FORCE	2011	2012	2013	2014	2015
TASER	9	10	5	10	8
IMPACT WEAPONS	4	1	6	8	4
PERSONAL DEFENSE	4	5	10	8	23
PEPPER SPRAY	9	3	1	2	6
LESS LETHAL	0	0	0	0	0
TAKE DOWN	3	10	6	7	17
CAROTID	0	0	0	0	0
TOTAL	**29**	**29**	**28**	**35**	**58**

TOTAL ARRESTS	**4,214**	**3,852**	**3,641**	**3,439**	**3,338**
% OF FORCE USED BY	**>1%**	**>1%**	**>1%**	**>1%**	**>1.3%**

Records

SPECIAL OPERATIONS DIVISION

The Records Unit is filled by two (2) part time employees, four (4) full time Police Records Technicians, two (2) Senior Police Records Technicians, and the Public Safety Records Supervisor. The Records Unit is the first point of contact for citizens and other professionals who visit our agency. These contacts can be citizens who are here for reporting purposes, such as filing police reports, citizens who have been victims of crimes and need copies of reports, other law enforcement professionals to conduct business, as well as the first point of contact for all staff appointments. The Records lobby is staffed by volunteers as well as Records staff.

The Records Unit is responsible for all aspects of report processing and document control within the Police Department. Some of these duties include data entry, storing, purging, archiving and retrieving statistical information, and the release of documents to the appropriate governmental offices, allied agencies, and to the public. This unit works closely with the District Attorney's Office as well as the judicial system.

The Records Unit spends a significant amount of time helping citizens who are seeking information or assistance with requests such as documents related to a crime, traffic accident reports, or obtaining a vehicle release. The Records Unit coordinates the operation of the Live Scan fingerprinting machine, which digitally fingerprints applicants for employment screening, permits, or criminal bookings. Staff also coordinates the daily transport of documents to the District Attorney's Office and the courts.

RECORDS

*Stats shown are on an annual basis, unless otherwise stated.

TOTAL REPORTS PROCESSED	9,980
TOTAL REQUESTED (WEEKLY AVG.)	95
REPORTS PROCESSED (WEEKLY AVG.)	192
PARKING CITATIONS PROCESSED (WEEKLY	19
TRAFFIC INFRACTIONS PROCESSED	2,171
COMMUNITY MEMBERS FINGERPRINTED	385
BICYCLE LICENSES ISSUED	957
SECOND HAND DEALER ENTRIES	1,035

Uniform Crime Reporting

SPECIAL OPERATIONS DIVISION

In the late 1920s, the International Association of Chiefs of Police (IACP) envisioned the need for statistics on crime in our nation. As a result, the Uniform Crime Reporting (UCR) Program was developed and the Federal Bureau of Investigation (FBI) began collecting data on seven (7) offenses because of the seriousness and frequency of occurrence. These serious crimes (also known as Part I Crimes) are defined as violent crimes and property crimes known to law enforcement. Violent crimes are comprised of homicide and non-negligent manslaughter, forcible rape, robbery, and aggravated assault. Property crimes include burglary, larceny theft, and motor vehicle theft. Arson became the eighth Index Crime in 1978, and although listed in the annual FBI publication, crime in the United States, collection of state/national arson data is incomplete and not included when calculating crime rates.

UCR 2015	HOMICIDE	FORCIBLE RAPE	ROBBERY	AGGRAVATED ASSAULT	BURGLARY	LARCENY–THEFT	MOTOR VEHICLE THEFT
January	0	0	3	16	45	132	53
February	0	0	8	26	28	139	38
March	0	0	9	29	50	147	36
April	0	5	12	15	33	152	36
May	1	1	6	17	36	141	33
June	0	2	6	16	42	133	38
July	1	2	16	21	55	147	40
August	0	0	10	35	75	118	30
September	0	1	5	22	52	117	49
October	0	4	8	20	61	131	41
November	0	1	7	24	64	121	53
December	0	1	13	18	61	146	66
TOTAL	**2**	**17**	**103**	**259**	**602**	**1,624**	**3,120**

ARRESTS	2011	2012	2013	2014	2015	% Change '14 vs. '15
Juvenile Detentions	395	329	266	247	212	-14%
Adult Arrests	4,112	3,523	3,375	3,192	3,126	-2%
Total Arrests	4,507	3,852	3,641	3,439	3,338	-3%

Background Investigations

SPECIAL OPERATIONS DIVISION

By law, City of Turlock and Police Department policy, anyone working or volunteering within the Police Department, including employees of other departments who have on-going access to the Public Safety Facility, and as a result may come in contact with criminal justice information, must undergo and pass a comprehensive background investigation before being granted access. Additionally, the California Commission on Peace Officer Standards and Training (P.O.S.T.) sets specific background investigation dimensions for police officers and public safety dispatchers. A P.O.S.T. audit of police officer and public safety dispatcher files occurs on an annual to bi-annual basis.

By City of Turlock and Fire Department policy, all Firefighters, other Fire Department personnel assigned to the Public Safety Facility and Fire Explorers must undergo and pass a comprehensive background investigation. Starting in May, 2011, the Background Investigations Unit began doing background investigations for the Turlock Fire Department.

Below is a breakdown of the unit's activities during the calendar year 2015. There are some cases listed below that were received in 2015 but not yet completed, these cases are labeled as number continuing.

In addition to the background investigation process, it is noted that Linda Bradley types the majority of the background investigation reports and letters generated by the unit.

Investigatiors also meet with Background Investigators from other departments who visit this Department to view Turlock Police Department background and employment files. Additionally, Background Investigators also respond to all letters from other law enforcement agencies requesting information about Turlock Police Department's Background Investigation Unit involvement in cases they are investigating. In 2015, the Background Investigation Unit responded to fifty-four (54) of these request for information letters. Background investigators on occasion also complete pre-employment background investigations as directed by the City Manager.

The Background Investigations Unit at the Turlock Police Department consists of four (4) part-time background investigators: George Gillispie, Richard Duroy, Linda Bradley and Sherry Huskey. Sherry Huskey joined the unit on May 1, 2015. Each investigator has completed forty (40) hours of Background Investigator training as approved by P.O.S.T. and receives annual updated training.

CATEGORY	NUMBER COMPLETED	NUMBER CONTINUING	POSITIVE BACK-GROUND	DISQUALIFIED	WITHDREW	*BACKGROUND DISCONTINUED
PEACE OFFICERS	19	0	9	7	2	1
POLICE NON-SWORN EMPLOYEES	22	1	15	4	2	1
POLICE VOLUNTEERS, INTERNS AND EXPLORERS	40	0	26	8	6	0
FIREFIGHTERS	3	0	2	1	0	0
NON-FIREFIGHTER EMPLOYEES	0	1	0	0	0	0
FIRE VOLUNTEERS, INTERNS AND	0	0	0	0	0	0
TOTAL POLICE AND FIRE INVESTIGATIONS	**84**	**2**	**52**	**20**	**10**	**2**

*Police Officer trainee applicants who were given a background packet but further background investigation was discontinued at this time.

Four additional pre-employment investigations were assigned to the unit by the City Manager.

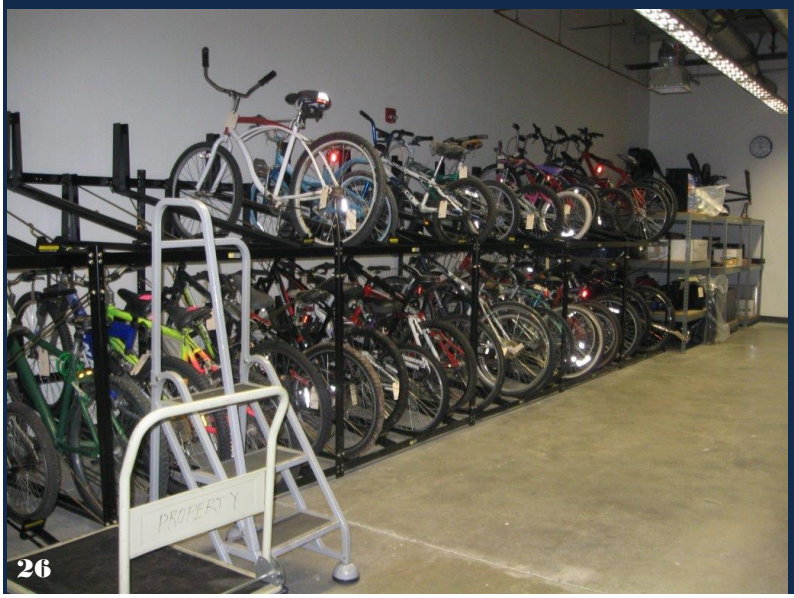
Property & Evidence

SPECIAL OPERATIONS DIVISION

Under the supervision of the Investigations Sergeant, the Property and Evidence Unit processes and stores all property seized or turned-over to the Police Department. From bicycles, to DNA, to lost wallets, the Property and Evidence Unit stores property on both a long-term and short-term basis. With thousands of pieces of property and evidence being brought into the Department each year, it is crucial that property no longer needed is either returned to their rightful owners, auctioned off, or destroyed on a scheduled basis.

Police departments must ensure the integrity of all evidence. Therefore, custody of the evidence is carefully controlled and documented from the time it was collected until the time it is presented in court and finally disposed of. The Property and Evidence room is secured and only accessible to the Property and Evidence staff. Once evidence is processed by an officer and submitted into a holding locker, officers needing evidence for court must sign it out and then deliver it directly to the court.

The Property and Evidence Unit is staffed by two (2) full-time Property and Evidence Specialists, who in addition to processing evidence into and out of the Department, are responsible for releasing evidence for court and lab work, and making copies of digital photos and recordings for officers, the District Attorney's Office and defense attorneys.



PROPERTY AND EVIDENCE

PROPERTY & EVIDENCE PROCESSED	**5,500+**
DESTROYED PRESCRIPTION MEDICATIONS	**1,180 lbs.**
DESTROYED EVIDENCE & FOUND/ ABANDONED PROPERTY	**1,620 lbs.**

Public Safety Business Analyst

SPECIAL OPERATIONS DIVISION

The Public Safety Business Analyst is a non-sworn position within the Police Department. The position provides a variety of administrative support for both the Police and Fire Departments. Duties of this position include performing research, statistical/ analytical work, payroll, budgeting, purchasing and general business administration for both the Police and Fire Departments.

Crime & Community Information Analyst

SPECIAL OPERATIONS DIVISION

Newly created in 2015, the position of Crime and Community Information Analyst is a hybrid of the duties of a traditional Crime Analyst and community outreach. The Analyst is responsible for analytical evaluation of crime patterns, crime mapping, aiding investigations, crime reporting, and collaborating with the Department's Public Information Officer (PIO) to redirect important information back to citizens about crime in our city using social media forums such as Facebook, Twitter, YouTube, and Nixle.

The Department is focusing on using social media as a tool to strengthen our connection with our community. Frequent posts of press releases, photos of positive stories about our Department, City event information, crime tips, etc., are used as a two-way communication to interact with citizens of our community. The power of social media is something that the Department has recognized and is taking advantage of. Posts of suspects of open cases who need identifying have generated responses from our citizens almost instantly. Credible leads from our social media sites have resulted in arrests and closed cases. Understanding today's communication platform of our citizens, and generating new and creative ways to communicate to the public is important to the success of our Department.

Facebook: www.facebook.com/Turlock PD
Twitter: @turlockpolice
YouTube: Turlock Police Department
Nixle: https://local.nixle.com/turlock-police-department-ca/

Awards & Achievements

TURLOCK POLICE DEPARTMENT

POLICE OFFICER OF THE YEAR

Detective Brandon Bertram

EMPLOYEE OF THE YEAR

Special Operations Secretary Sara Bickle

VOLUNTEER OF THE YEAR

Volunteer Skip Young

Awards & Achievements

TURLOCK POLICE DEPARTMENT

DISTINGUISHED SERVICE MEDAL

Corporal
Ramon Gadoy

Officer
Adam Neep

Dispatcher
Dana Muir

Officer
Nathan Urban

Officer
Lee Medlin

Dispatcher
Sonia Fisher

SPECIAL RECOGNITION

Officer
Queray McMihelk

Officer
Gregory Roton

Awards & Achievements

TURLOCK POLICE DEPARTMENT

EXCELLENCE AWARD

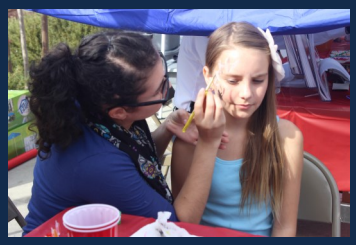
Michelle Backeroff, Crime Prevention Specialist

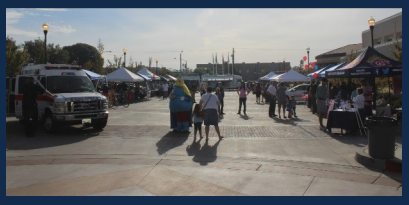
2015 Retirees

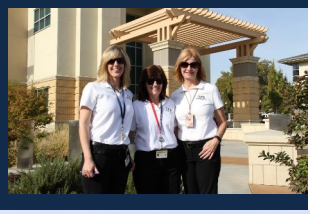
TURLOCK POLICE DEPARTMENT

Property & Evidence Technician
Terry St. Pierre

2015 Open House







Law Enforcement Code of Ethics

"As a Law Enforcement Officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held as long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession . . . law enforcement."

TURLOCK POLICE DEPARTMENT'S

Fallen Heroes

POLICE OFFICER LAVON B. NEW

END OF WATCH: AUGUST 14, 1935

POLICE OFFICER JOE EDWARD KERLEY

END OF WATCH: NOVEMBER 1, 1949

POLICE OFFICER GLENN EDWIN WINANS

END OF WATCH: NOVEMBER 1, 1949

POLICE OFFICER GEORGE GUSTAVE BREDENBERG JR.

END OF WATCH: NOVEMBER 4, 1949

POLICE OFFICER RAYMOND CARL WILLERT

END OF WATCH: FEBRUARY 9, 1973

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING WEEKLY DEMANDS OF 2/4/16 IN THE AMOUNT OF $250,093.72; WEEKLY DEMANDS OF 2/11/16 IN THE AMOUNT OF $1,300,440.69; WEEKLY DEAMNDS OF 2/18/16 IN THE AMOUNT OF $801,804.39;	**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:**
2/4/16	$250,093.72
2/11/16	$1,300,440.69
2/18/16	$801,804.39

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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: 1/29/2016 - To Payment Date: 2/4/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
105557	02/04/2016	Open			Accounts Payable	ABS DIRECT INC	$5,300.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$5,300.00			
105558	02/04/2016	Open			Accounts Payable	AMERICAN MESSAGING	$29.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$29.00			
105559	02/04/2016	Open			Accounts Payable	AMERICAN MESSAGING	$10.88		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$10.88			
105560	02/04/2016	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$784.72		
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$784.72			
105561	02/04/2016	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	$220.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$220.00			
105562	02/04/2016	Open			Accounts Payable	AT&T MOBILITY	$59.65		
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		$59.65			
105563	02/04/2016	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	$300.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$300.00			
105564	02/04/2016	Open			Accounts Payable	CITY OF TURLOCK - CASH	$239.63		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$133.14			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$13.44			
	420 - WATER			420.11000 (Cash)		$28.39			
	426 - Transit - Fixed Route			426.11000 (Cash)		$49.66			
	502 - Engineering			502.11000 (Cash)		$15.00			
105565	02/04/2016	Open			Accounts Payable	CITY OF TURLOCK - CASH	$200.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$200.00			
105566	02/04/2016	Open			Accounts Payable	CODE PUBLISHING COMPANY	$216.60		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$216.60			
105567	02/04/2016	Open			Accounts Payable	COIT RESTORATION SVCS INC	$2,423.52		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,423.52			
105568	02/04/2016	Open			Accounts Payable	COM-STRAT LLC	$17,745.00		
	Paying Fund			Cash Account		Amount			
	112 - GF Reserve for Capital Purchases			112.11000 (Cash)		$17,745.00			
105569	02/04/2016	Open			Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$57,864.57		
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$57,864.57			
105570	02/04/2016	Open			Accounts Payable	COSTCO	$430.94		
	Paying Fund			Cash Account		Amount			

City of Turlock

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From Payment Date: 1/29/2016 - To Payment Date: 2/4/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			$430.94		
105571	02/04/2016	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$35.91		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			$35.91		
105572	02/04/2016	Open			Accounts Payable	DAVIDSON'S TRAINING	$500.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$500.00		
105573	02/04/2016	Open			Accounts Payable	DELTA WIRELESS & NETWORK	$9.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$9.00		
105574	02/04/2016	Open			Accounts Payable	DOWNTOWN FORD SALES INC	$23,459.44		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			$23,459.44		
105575	02/04/2016	Open			Accounts Payable	EZ AUTOMATION	$2,495.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,495.00		
105576	02/04/2016	Open			Accounts Payable	FARIA, JAMIE	$142.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$142.00		
105577	02/04/2016	Open			Accounts Payable	FRISCH, DAN	$168.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$168.00		
105578	02/04/2016	Open			Accounts Payable	GEOANALYTICAL LAB INC	$11,851.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$10,741.00		
	420 - WATER			420.11000 (Cash)			$1,110.00		
105579	02/04/2016	Open			Accounts Payable	HARDERS PRINT SHOP INC	$77.49		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$77.49		
105580	02/04/2016	Open			Accounts Payable	HUB INT'L OF CA INS SVC	$369.68		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$369.68		
105581	02/04/2016	Open			Accounts Payable	IBM CORPORATION	$999.10		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$999.10		
105582	02/04/2016	Open			Accounts Payable	JORGENSEN & CO INC	$616.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$616.00		
105583	02/04/2016	Open			Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$400.19		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$400.19		
105584	02/04/2016	Open			Accounts Payable	KLEINFELDER INC	$613.20		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			$613.20		
105585	02/04/2016	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		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	505 - Fleet			505.11000 (Cash)		$19.37			
105586	02/04/2016	Open			Accounts Payable	LEAGUE OF CA CITIES	$19,368.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$19,368.00			
105587	02/04/2016	Open			Accounts Payable	LEHIGH HANSON INC	$258.73		
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$171.64			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$87.09			
105588	02/04/2016	Open			Accounts Payable	MGT OF AMERICA INC	$4,600.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$4,600.00			
105589	02/04/2016	Open			Accounts Payable	MISSION LINEN SUPPLY INC	$2,981.62		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$625.46			
	205 - Sports Facilities			205.11000 (Cash)		$102.48			
	217 - Streets - Gas Tax			217.11000 (Cash)		$92.65			
	246 - Landscape Assessment			246.11000 (Cash)		$224.23			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1,291.67			
	420 - WATER			420.11000 (Cash)		$230.98			
	505 - Fleet			505.11000 (Cash)		$414.15			
105590	02/04/2016	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$300.70		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$225.10			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$37.80			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$37.80			
105591	02/04/2016	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	$13,310.56		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$13,310.56			
105592	02/04/2016	Open			Accounts Payable	P G & E	$92.28		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$92.28			
105593	02/04/2016	Open			Accounts Payable	PACIFIC STORAGE COMPANY	$298.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$267.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$31.00			
105594	02/04/2016	Open			Accounts Payable	PATRIAS ELEC CONT, DARRAL	$635.51		
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		$635.51			
105595	02/04/2016	Open			Accounts Payable	POSTMASTER	$100.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$100.00			
105596	02/04/2016	Open			Accounts Payable	PROJECT SENTINEL INC	$2,954.40		
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		$2,954.40			
105597	02/04/2016	Open			Accounts Payable	PROTECH SECURITY/ELEC INC	$480.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$480.00			
105598	02/04/2016	Open			Accounts Payable	RICHARDS WATSON & GERSHON	$136.99		
	Paying Fund			Cash Account		Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	621 - Successor Agency - Non LMI			621.11000 (Cash)		$136.99			
105599	02/04/2016	Open			Accounts Payable	SAN JOAQUIN VALLEY MOBILE HOME INC	$700.00		
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		$700.00			
105600	02/04/2016	Open			Accounts Payable	SEARCH AND DESTROY FIRE TRAINING LLC	$678.00		
	Paying Fund			Cash Account		Amount			
	116 - Special Public Safety			116.11000 (Cash)		$678.00			
105601	02/04/2016	Open			Accounts Payable	SHELL FLEET PLUS	$192.60		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$133.47			
	265 - Fire Department Grants			265.11000 (Cash)		$59.13			
105602	02/04/2016	Open			Accounts Payable	STANISLAUS AUDITOR CONTR	$15,013.88		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$15,013.88			
105603	02/04/2016	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$439.13			
105604	02/04/2016	Open			Accounts Payable	T I D	$17,656.77		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$10,626.88			
	205 - Sports Facilities			205.11000 (Cash)		$2,366.29			
	216 - Streets - Local Transportation			216.11000 (Cash)		$2,249.20			
	420 - WATER			420.11000 (Cash)		$233.04			
	426 - Transit - Fixed Route			426.11000 (Cash)		$111.73			
	505 - Fleet			505.11000 (Cash)		$2,069.63			
105605	02/04/2016	Open			Accounts Payable	TURLOCK CITY TOW INC	$81.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$81.00			
105606	02/04/2016	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	$19,931.50		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$19,931.50			
105607	02/04/2016	Open			Accounts Payable	TURLOCK UNIFIED	$14,940.83		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$14,940.83			
105608	02/04/2016	Open			Accounts Payable	UTILITY TELEPHONE, INC.	$1,335.23		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$795.84			
	501 - Information Technology			501.11000 (Cash)		$539.39			
105609	02/04/2016	Open			Accounts Payable	WARDEN'S OFFICE INC	$403.59		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$403.59			
105610	02/04/2016	Open			Accounts Payable	WEST STEEL & PLASTIC	$71.28		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$71.28			
105611	02/04/2016	Open			Accounts Payable	ZEE MEDICAL SERVICE CO	$38.80		
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$38.80			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
105612	02/04/2016	Open			Accounts Payable	ZUMAR INDUSTRIES INC		$332.88		
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			$332.88			
105613	02/04/2016	Open			Accounts Payable	Amirfar, Nino		$192.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$192.00			
105614	02/04/2016	Open			Accounts Payable	Bickle, Sara		$58.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$58.00			
105615	02/04/2016	Open			Accounts Payable	CALLAHAN, KEVIN		$45.00		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$45.00			
105616	02/04/2016	Open			Accounts Payable	DFM ASSOCIATES		$53.81		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$53.81			
105617	02/04/2016	Open			Accounts Payable	DUSEL, JOE		$79.21		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$79.21			
105618	02/04/2016	Open			Accounts Payable	EDDY, SARAH		$170.32		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$170.32			
105619	02/04/2016	Open			Accounts Payable	FITZPATRICK HOMES - TRADITIONS, LLC		$1,600.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,600.00			
105620	02/04/2016	Open			Accounts Payable	FITZPATRICK HOMES - TRADITIONS, LLC		$660.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$660.00			
105621	02/04/2016	Open			Accounts Payable	HUFF, DAVID		$164.00		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$164.00			
105622	02/04/2016	Open			Accounts Payable	HUFF, DAVID		$100.00		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$100.00			
105623	02/04/2016	Open			Accounts Payable	HUMISTON, NATHAN		$73.00		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$73.00			
105624	02/04/2016	Open			Accounts Payable	MARTINS, DILLON		$73.00		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$73.00			
105625	02/04/2016	Open			Accounts Payable	MONTANEZ, CARLOS		$60.00		
	Paying Fund			Cash Account			Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)			$60.00			
105626	02/04/2016	Open			Accounts Payable	Newman Youth Sports Alliance		$500.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$500.00			
105627	02/04/2016	Open			Accounts Payable	Sousa, Joe		$192.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$192.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105628	02/04/2016	Open			Accounts Payable	Sousa, Mary	$58.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$58.00			
105629	02/04/2016	Open			Accounts Payable	TALLONI, ROBERT	$279.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$279.00			
Type Check Totals:					73 Transactions		$250,093.72		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$250,093.72	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$250,093.72	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$250,093.72	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$250,093.72	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**73**	**$250,093.72**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**73**	**$250,093.72**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**73**	**$250,093.72**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**73**	**$250,093.72**	**$0.00**

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From Payment Date: 2/5/2016 - To Payment Date: 2/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
105630	02/08/2016	Open			Accounts Payable	OLD REPUBLIC TITLE CO	$1,300.00		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$1,300.00			
105631	02/10/2016	Open			Accounts Payable	OLD REPUBLIC TITLE CO	$1,300.00		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$1,300.00			
105632	02/11/2016	Open			Accounts Payable	4LEAF INC	$2,400.65		
	Paying Fund			Cash Account		Amount			
	405 - Building			405.11000 (Cash)		$2,400.65			
105633	02/11/2016	Open			Accounts Payable	AIRGAS NCN	$884.62		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$884.62			
105634	02/11/2016	Open			Accounts Payable	ANIMAL CARE EQUIP & SVCS	$371.58		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$371.58			
105635	02/11/2016	Open			Accounts Payable	AT&T/SBC	$69.72		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$69.72			
105636	02/11/2016	Open			Accounts Payable	AVID IDENTIFICATION INC	$708.75		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$708.75			
105637	02/11/2016	Open			Accounts Payable	BLUELINE RENTAL LLC	$86.73		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$86.73			
105638	02/11/2016	Open			Accounts Payable	BOLLINGER INC	$300.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$300.00			
105639	02/11/2016	Open			Accounts Payable	BONANDER TRUCKS	$626.99		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$626.99			
105640	02/11/2016	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	$5,611.65		
	Paying Fund			Cash Account		Amount			
	405 - Building			405.11000 (Cash)		$5,611.65			
105641	02/11/2016	Open			Accounts Payable	CA BLDG STANDARDS COMMS	$463.00		
	Paying Fund			Cash Account		Amount			
	405 - Building			405.11000 (Cash)		$463.00			
105642	02/11/2016	Open			Accounts Payable	CALIF DEPT OF TRANS	$2,874.32		
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		$2,874.32			

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105643	02/11/2016	Open	Accounts Payable	CENTRAL SANITARY SUPPLY	$446.69
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$446.69	
105644	02/11/2016	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	$2,645.27
	Paying Fund		Cash Account	Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)	$2,302.33	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$342.94	
105645	02/11/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS	$120.75
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$77.68	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$21.53	
	420 - WATER		420.11000 (Cash)	$21.54	
105646	02/11/2016	Open	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$277,144.20
	Paying Fund		Cash Account	Amount	
	511 - Health Care		511.11000 (Cash)	$277,144.20	
105647	02/11/2016	Open	Accounts Payable	CULLIGAN INC	$28.00
	Paying Fund		Cash Account	Amount	
	420 - WATER		420.11000 (Cash)	$28.00	
105648	02/11/2016	Open	Accounts Payable	CUMMINS PACIFIC LLC	$1,135.70
	Paying Fund		Cash Account	Amount	
	426 - Transit - Fixed Route		426.11000 (Cash)	$1,135.70	
105649	02/11/2016	Open	Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$25.09
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$25.09	
105650	02/11/2016	Open	Accounts Payable	DELL MARKETING LP	$24,433.64
	Paying Fund		Cash Account	Amount	
	242 - Computer Replacement		242.11000 (Cash)	$24,433.64	
105651	02/11/2016	Open	Accounts Payable	DEPT OF CONSERVATION	$1,446.11
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$1,522.22	
	405 - Building		405.11000 (Cash)	($76.11)	
105652	02/11/2016	Open	Accounts Payable	DF ENGINEERING INC	$13,265.00
	Paying Fund		Cash Account	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$13,265.00	
105653	02/11/2016	Open	Accounts Payable	DOWNEY BRAND ATTORNEYS	$10,761.73
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$10,761.73	
105654	02/11/2016	Open	Accounts Payable	ECONOMIC & PLANNING INC	$2,746.25
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$2,746.25	
105655	02/11/2016	Open	Accounts Payable	EDWARDS, TROY J	$1,785.60
	Paying Fund		Cash Account	Amount	

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	110 - General Fund	110.11000 (Cash)			$1,785.60
105656	02/11/2016 Open		Accounts Payable	ENTERPRISE HOLDINGS LLC	$2,205.23
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,205.23
105657	02/11/2016 Open		Accounts Payable	EQUIFAX	$24.07
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$14.07
	255 - CDBG	255.11000 (Cash)			$10.00
105658	02/11/2016 Open		Accounts Payable	FASTENAL COMPANY INC	$468.38
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$468.38
105659	02/11/2016 Open		Accounts Payable	FBD VANGUARD CONSTRUCTION INC	$94.23
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$94.23
105660	02/11/2016 Open		Accounts Payable	GCR TIRES & SERVICE	$1,350.02
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$538.37
	217 - Streets - Gas Tax	217.11000 (Cash)			$811.65
105661	02/11/2016 Open		Accounts Payable	GOMES & SONS INC, JOE M	$23,443.92
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$13,485.12
	205 - Sports Facilities	205.11000 (Cash)			$168.53
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,989.06
	246 - Landscape Assessment	246.11000 (Cash)			$1,585.05
	405 - Building	405.11000 (Cash)			$257.72
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,216.90
	420 - WATER	420.11000 (Cash)			$829.15
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$1,939.40
	426 - Transit - Fixed Route	426.11000 (Cash)			$802.05
	501 - Information Technology	501.11000 (Cash)			$48.19
	502 - Engineering	502.11000 (Cash)			$122.75
105662	02/11/2016 Open		Accounts Payable	GOMES PROPANE	$76.95
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$76.95
105663	02/11/2016 Open		Accounts Payable	GRAINGER INC, W W	$1,450.33
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$273.44
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$832.17
	420 - WATER	420.11000 (Cash)			$344.72
105664	02/11/2016 Open		Accounts Payable	GROENIGER & COMPANY	$2,656.23
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$2,656.23
105665	02/11/2016 Open		Accounts Payable	HENSLEY'S MFG	$482.97

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	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$482.97
105666	02/11/2016 Open		Accounts Payable	HILMAR LUMBER INC	$672.01
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$672.01
105667	02/11/2016 Open		Accounts Payable	HUNTINGTON COURT REPORTER	$5,559.54
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$5,559.54
105668	02/11/2016 Open		Accounts Payable	INTERWEST CONSULTING GROUP INC	$9,344.00
	Paying Fund	Cash Account			Amount
	405 - Building	405.11000 (Cash)			$9,344.00
105669	02/11/2016 Open		Accounts Payable	IPMA-CCC	$318.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$318.00
105670	02/11/2016 Open		Accounts Payable	JORGENSEN & CO INC	$25.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$25.00
105671	02/11/2016 Open		Accounts Payable	KEY SEAL PRODUCTS INC	$407.49
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$407.49
105672	02/11/2016 Open		Accounts Payable	LEHIGH HANSON INC	$445.82
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$384.50
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$61.32
105673	02/11/2016 Open		Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$50.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$50.00
105674	02/11/2016 Open		Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	$1,440.77
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,440.77
105675	02/11/2016 Open		Accounts Payable	MICROBIZ SECURITY COMPANY	$3,499.65
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,187.08
	501 - Information Technology	501.11000 (Cash)			$2,312.57
105676	02/11/2016 Open		Accounts Payable	MOTION INDUSTRIES INC - CA82	$608.06
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$608.06
105677	02/11/2016 Open		Accounts Payable	MOTOROLA INC	$1,628.90
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,628.90
105678	02/11/2016 Open		Accounts Payable	NAPA AUTO PARTS	$146.74

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$22.88
	246 - Landscape Assessment	246.11000 (Cash)			$93.86
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$10.00
	420 - WATER	420.11000 (Cash)			$20.00
105679	02/11/2016 Open		Accounts Payable	NELSON\ NYGAARD CONSULTING ASSOCIATES INC	$14,981.18
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$14,981.18
105680	02/11/2016 Open		Accounts Payable	NEVER BORING DESIGN INC	$32.29
	Paying Fund	Cash Account			Amount
	266 - Police Services Grants	266.11000 (Cash)			$32.29
105681	02/11/2016 Open		Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$139.07
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$139.07
105682	02/11/2016 Open		Accounts Payable	NEW WORLD SYSTEM CORP	$84,515.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$59,253.00
	240 - Small Equipment Replacement	240.11000 (Cash)			$10,980.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$7,141.00
	420 - WATER	420.11000 (Cash)			$7,141.00
105683	02/11/2016 Open		Accounts Payable	NEXT LEVEL PARTS INC	$110.39
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$110.39
105684	02/11/2016 Open		Accounts Payable	NORMAC INC	$1,745.25
	Paying Fund	Cash Account			Amount
	205 - Sports Facilities	205.11000 (Cash)			$1,745.25
105685	02/11/2016 Open		Accounts Payable	P G & E	$258.76
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$258.76
105686	02/11/2016 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$2,049.35
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$1,773.67
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$275.68
105687	02/11/2016 Open		Accounts Payable	POLYDYNE INC	$9,406.43
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$9,406.43
105688	02/11/2016 Open		Accounts Payable	PRECISION CONCRETE CUTTING	$5,744.00
	Paying Fund	Cash Account			Amount
	301 - Capital Improvements	301.11000 (Cash)			$5,744.00
105689	02/11/2016 Open		Accounts Payable	PRESORT CTR STOCKTON INC	$9,820.20
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$3,273.40

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,273.40	
	420 - WATER	420.11000 (Cash)			$3,273.40	
105690	02/11/2016 Open		Accounts Payable	PRIME SHINE INC		$14.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$14.00	
105691	02/11/2016 Open		Accounts Payable	QUEST DIAGNOSTICS		$249.69
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$249.69	
105692	02/11/2016 Open		Accounts Payable	R & B COMPANY		$124.85
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$124.85	
105693	02/11/2016 Open		Accounts Payable	R & S ERECTION INC		$675.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$675.00	
105694	02/11/2016 Open		Accounts Payable	RANDIK PAPER CO		$1,520.84
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,520.84	
105695	02/11/2016 Open		Accounts Payable	ROLAND PHD,JOCELYN E		$3,275.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,275.00	
105696	02/11/2016 Open		Accounts Payable	ROMEO MEDICAL CLINIC		$1,664.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,367.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$297.00	
105697	02/11/2016 Open		Accounts Payable	SAFARILAND LLC		$1,856.53
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,856.53	
105698	02/11/2016 Open		Accounts Payable	SAN DIEGO POLICE EQUIP		$3,464.92
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,464.92	
105699	02/11/2016 Open		Accounts Payable	SAN JOAQUIN VALLEY		$252.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$252.00	
105700	02/11/2016 Open		Accounts Payable	SHARPENING SHOP		$520.57
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$520.57	
105701	02/11/2016 Open		Accounts Payable	STANISLAUS REGIONAL TRANS		$1,049.50
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,049.50	
105702	02/11/2016 Open		Accounts Payable	STATE OF CALIFORNIA		$3,214.98
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,214.98	
105703	02/11/2016 Open		Accounts Payable	T I D		$200,264.59

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$4,263.05
	216 - Streets - Local Transportation	216.11000 (Cash)			$1,999.06
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$139,015.01
	420 - WATER	420.11000 (Cash)			$52,329.77
	426 - Transit - Fixed Route	426.11000 (Cash)			$367.53
	505 - Fleet	505.11000 (Cash)			$2,290.17
105704	02/11/2016 Open		Accounts Payable	TOWER ENTERPRISE	$1,039.28
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,039.28
105705	02/11/2016 Open		Accounts Payable	TURLOCK DOWNTOWN &	$98,400.20
	Paying Fund	Cash Account			Amount
	706 - PBID	706.11000 (Cash)			$98,400.20
105706	02/11/2016 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$400,000.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$400,000.00
105707	02/11/2016 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$1,597.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$32.00
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$1,565.00
105708	02/11/2016 Open		Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE	$295.20
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$295.20
105709	02/11/2016 Open		Accounts Payable	UNION PACIFIC RAILROAD	$761.92
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$761.92
105710	02/11/2016 Open		Accounts Payable	UNIVAR USA INC	$3,702.44
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,702.44
105711	02/11/2016 Open		Accounts Payable	VAN DE POL ENTERPRISE INC	$1,767.39
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,767.39
105712	02/11/2016 Open		Accounts Payable	VERIZON WIRELESS	$838.09
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$838.09
105713	02/11/2016 Open		Accounts Payable	VETERINARY MED CTR INC	$130.00
	Paying Fund	Cash Account			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$130.00
105714	02/11/2016 Open		Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$500.00
	Paying Fund	Cash Account			Amount
	502 - Engineering	502.11000 (Cash)			$500.00
105715	02/11/2016 Open		Accounts Payable	VISION SERVICE PLAN CA	$5,318.91
	Paying Fund	Cash Account			Amount

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	511 - Health Care	511.11000 (Cash)			$5,318.91
105716	02/11/2016 Open		Accounts Payable	WALKER ASSOC INC, LARRY	$1,535.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,535.00
105717	02/11/2016 Open		Accounts Payable	WEST PUBLISHING CORPORATION	$331.94
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$331.94
105718	02/11/2016 Open		Accounts Payable	WEST STEEL & PLASTIC	$9,179.16
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$9,179.16
105719	02/11/2016 Open		Accounts Payable	Bertram, Brandon	$246.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$246.00
105720	02/11/2016 Open		Accounts Payable	Bravo, Alejandro, Guerrero	$3.92
	Paying Fund	Cash Account			Amount
	255 - CDBG	255.11000 (Cash)			$3.92
105721	02/11/2016 Open		Accounts Payable	CAPITAL CULTIVATORS LLC	$6,816.52
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$5,291.19
	240 - Small Equipment Replacement	240.11000 (Cash)			$1,425.33
	502 - Engineering	502.11000 (Cash)			$100.00
105722	02/11/2016 Open		Accounts Payable	CHIA	$330.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$330.00
105723	02/11/2016 Open		Accounts Payable	CHIA	$330.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$330.00
105724	02/11/2016 Open		Accounts Payable	DAVIDSON, SHAWN	$113.68
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$113.68
105725	02/11/2016 Open		Accounts Payable	DEHART, BILL	$95.40
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$95.40
105726	02/11/2016 Open		Accounts Payable	DOSSETTI, MORGAN, J	$71.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$71.00
105727	02/11/2016 Open		Accounts Payable	GILLENWATER, JIM	$84.00
	Paying Fund	Cash Account			Amount
	502 - Engineering	502.11000 (Cash)			$84.00
105728	02/11/2016 Open		Accounts Payable	Hall, David	$440.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$440.00
105729	02/11/2016 Open		Accounts Payable	JACOB, MATTHEW	$115.44

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	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$115.44	
105730	02/11/2016	Open		Accounts Payable	Kaur, Jagjit		$109.60
	Paying Fund		Cash Account			Amount	
	257 - State HOME Funds		257.11000 (Cash)			$109.60	
105731	02/11/2016	Open		Accounts Payable	MARTIN , FALLON		$500.00
	Paying Fund		Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$500.00	
105732	02/11/2016	Open		Accounts Payable	MCMIHELK, QUERAY		$96.75
	Paying Fund		Cash Account			Amount	
	116 - Special Public Safety		116.11000 (Cash)			$96.75	
105733	02/11/2016	Open		Accounts Payable	Navarro, Frank		$246.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$246.00	
105734	02/11/2016	Open		Accounts Payable	Northern Valley Crime & Intelligence Analysts Ass.		$15.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$15.00	
105735	02/11/2016	Open		Accounts Payable	QUINTERO, MANUEL		$84.00
	Paying Fund		Cash Account			Amount	
	502 - Engineering		502.11000 (Cash)			$84.00	
105736	02/11/2016	Open		Accounts Payable	S.B.S.D		$100.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$100.00	
105737	02/11/2016	Open		Accounts Payable	SBRPSTC		$250.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$250.00	
105738	02/11/2016	Open		Accounts Payable	SMITH , PHILIP		$98.00
	Paying Fund		Cash Account			Amount	
	405 - Building		405.11000 (Cash)			$98.00	
105739	02/11/2016	Open		Accounts Payable	STANISLAUS PLANNING DIRECTORS ASSOCIATION		$150.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$150.00	
105740	02/11/2016	Open		Accounts Payable	Stapler, Mike		$170.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$170.00	
105741	02/11/2016	Open		Accounts Payable	STARR, KAREN		$98.00
	Paying Fund		Cash Account			Amount	
	405 - Building		405.11000 (Cash)			$98.00	
105742	02/11/2016	Open		Accounts Payable	Talloni, Robert		$7,477.11
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$7,477.11	
105743	02/11/2016	Open		Accounts Payable	TAMAYO, MARIO		$300.00

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	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$300.00	
105744	02/11/2016 Open		Accounts Payable	WQI - Water Quality Incorporated		$375.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$375.00	
Type Check Totals:			115 Transactions			$1,300,440.69

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	$1,300,440.69	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	115	$1,300,440.69	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	$1,300,440.69	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	115	$1,300,440.69	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**115**	**$1,300,440.69**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**115**	**$1,300,440.69**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**115**	**$1,300,440.69**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**115**	**$1,300,440.69**	**$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									
105745	02/12/2016	Open			Accounts Payable	NORTH AMERICAN TITLE CO	$50,000.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$25,000.00		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$25,000.00		
105746	02/18/2016	Open			Utility Management Refund	ALDEN PETERSON & SONS INC	$66.35		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$66.35		
105747	02/18/2016	Open			Utility Management Refund	BELLER, TRISTAN	$89.46		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$89.46		
105748	02/18/2016	Open			Utility Management Refund	BIXEL, KEVIN	$50.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$50.00		
105749	02/18/2016	Open			Utility Management Refund	BUCIO, HERMINIA	$159.91		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$159.91		
105750	02/18/2016	Open			Utility Management Refund	CORNELL, RONALD, W	$91.43		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$91.43		
105751	02/18/2016	Open			Utility Management Refund	DE LA CRUZ, YASMAN	$84.87		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$84.87		
105752	02/18/2016	Open			Utility Management Refund	FLORES, AIDA	$178.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1.67		
	420 - WATER			420.11000 (Cash)			$176.33		
105753	02/18/2016	Open			Utility Management Refund	FRIK, GABRIEL	$25.10		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$25.10		
105754	02/18/2016	Open			Utility Management Refund	GALLON, ROSALIND, VERNISE	$22.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$22.50		
105755	02/18/2016	Open			Utility Management Refund	GARCIA, ISIDRO	$105.20		

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	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$105.20
105756	02/18/2016	Open	Utility Management Refund	GILL, AFTAB		$185.54
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$185.54
105757	02/18/2016	Open	Utility Management Refund	KANE, KYLE		$94.53
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$94.53
105758	02/18/2016	Open	Utility Management Refund	LANDLORD PROPERTY MANAGEMENT		$46.33
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$46.33
105759	02/18/2016	Open	Utility Management Refund	MCROY WILBUR COMMUNITIES, INC.		$21.13
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$21.13
105760	02/18/2016	Open	Utility Management Refund	MENDOZA-GOMEZ, CECILIO		$82.37
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$82.37
105761	02/18/2016	Open	Utility Management Refund	MIRANDA, MARIO		$94.77
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$94.77
105762	02/18/2016	Open	Utility Management Refund	MOTT, CHASE		$215.44
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$215.44
105763	02/18/2016	Open	Utility Management Refund	NEVAREZ, ELIAS		$83.73
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$83.73
105764	02/18/2016	Open	Utility Management Refund	PITTS, DAVID		$15.00
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$15.00
105765	02/18/2016	Open	Utility Management Refund	RAGSDALE , ADAM		$238.65
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$238.65
105766	02/18/2016	Open	Utility Management Refund	SAINI, RAJESH		$104.89
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$104.89
105767	02/18/2016	Open	Utility Management Refund	SINGH, GURMEL		$138.75

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	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$138.75
105768	02/18/2016	Open		Utility Management Refund	SUNGATE REALTY	$87.90
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$87.90
105769	02/18/2016	Open		Utility Management Refund	TAKHAR, RAJINDER	$98.96
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$98.96
105770	02/18/2016	Open		Utility Management Refund	YOUNAN, HENRI	$145.84
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$145.84
105771	02/18/2016	Open		Accounts Payable	A & A PORTABLES INC	$79.76
	Paying Fund		Cash Account			Amount
	246 - Landscape Assessment		246.11000 (Cash)			$79.76
105772	02/18/2016	Open		Accounts Payable	APPLIED PEST MANAGEMENT INC	$105.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$45.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$60.00
105773	02/18/2016	Open		Accounts Payable	AT & T	$44.36
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$8.88
	217 - Streets - Gas Tax		217.11000 (Cash)			$4.44
	246 - Landscape Assessment		246.11000 (Cash)			$4.44
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$26.60
105774	02/18/2016	Open		Accounts Payable	AT&T/SBC	$33.29
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$33.29
105775	02/18/2016	Open		Accounts Payable	AZCO SUPPLY INC	$2,389.28
	Paying Fund		Cash Account			Amount
	246 - Landscape Assessment		246.11000 (Cash)			$2,389.28
105776	02/18/2016	Open		Accounts Payable	BALSWICK'S TIRE SHOP INC	$115.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$115.00
105777	02/18/2016	Open		Accounts Payable	BONANDER TRUCKS	$17.72
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$17.72
105778	02/18/2016	Open		Accounts Payable	CHARTER COMMUNICATIONS	$55.00
	Paying Fund		Cash Account			Amount
	501 - Information Technology		501.11000 (Cash)			$55.00
105779	02/18/2016	Open		Accounts Payable	CINCINNATI LIFE INS INC	$723.12
	Paying Fund		Cash Account			Amount

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	104 - Payroll Clearing Fund	104.11000 (Cash)			$723.12
105780	02/18/2016 Open		Accounts Payable	CITY OF MODESTO	$1,333.34
	Paying Fund	Cash Account			Amount
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$1,333.34
105781	02/18/2016 Open		Accounts Payable	CITY OF TURLOCK - CASH	$279.66
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$200.46
	116 - Special Public Safety	116.11000 (Cash)			$44.85
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$21.35
	426 - Transit - Fixed Route	426.11000 (Cash)			$9.00
	502 - Engineering	502.11000 (Cash)			$4.00
105782	02/18/2016 Open		Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$231,377.18
	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$231,377.18
105783	02/18/2016 Open		Accounts Payable	COMPUCOM SYSTEMS INC	$49,116.25
	Paying Fund	Cash Account			Amount
	242 - Computer Replacement	242.11000 (Cash)			$49,116.25
105784	02/18/2016 Open		Accounts Payable	CURTIS & SONS INC, L N	$12,070.60
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,052.24
	116 - Special Public Safety	116.11000 (Cash)			$10,018.36
105785	02/18/2016 Open		Accounts Payable	DELL MARKETING LP	$23,988.08
	Paying Fund	Cash Account			Amount
	242 - Computer Replacement	242.11000 (Cash)			$23,988.08
105786	02/18/2016 Open		Accounts Payable	FARIA, JAMIE	$142.00
	Paying Fund	Cash Account			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$142.00
105787	02/18/2016 Open		Accounts Payable	FIRE SERV SPEC & SUPPLY	$6,435.44
	Paying Fund	Cash Account			Amount
	116 - Special Public Safety	116.11000 (Cash)			$6,435.44
105788	02/18/2016 Open		Accounts Payable	FISHER SCIENTIFIC PRO INC	$3,290.04
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,290.04
105789	02/18/2016 Open		Accounts Payable	GDR ENGINEERING INC	$1,204.00
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$1,204.00
105790	02/18/2016 Open		Accounts Payable	GRADY COMPANY INC, KEN	$1,468.84
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,468.84
105791	02/18/2016 Open		Accounts Payable	GRAINGER INC, W W	$84.57
	Paying Fund	Cash Account			Amount
	505 - Fleet	505.11000 (Cash)			$84.57
105792	02/18/2016 Open		Accounts Payable	HACH COMPANY	$875.03

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	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$875.03
105793	02/18/2016 Open		Accounts Payable	INDEPENDENT ELECTRIC INC	$35.73
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$35.73
105794	02/18/2016 Open		Accounts Payable	ITRON INC	$2,243.17
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$2,243.17
105795	02/18/2016 Open		Accounts Payable	LANGUAGE LINE SERVICES	$13.57
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$13.57
105796	02/18/2016 Open		Accounts Payable	LINKO TECHNOLOGY INC	$1,300.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,300.00
105797	02/18/2016 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1,910.81
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,301.05
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$508.62
	420 - WATER	420.11000 (Cash)			$41.03
	502 - Engineering	502.11000 (Cash)			$60.11
105798	02/18/2016 Open		Accounts Payable	MOTION INDUSTRIES INC - CA82	$57.22
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$57.22
105799	02/18/2016 Open		Accounts Payable	NELSON\ NYGAARD CONSULTING ASSOCIATES INC	$18,640.00
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$18,640.00
105800	02/18/2016 Open		Accounts Payable	NEXT LEVEL PARTS INC	$432.08
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$432.08
105801	02/18/2016 Open		Accounts Payable	OMNI-MEANS INC	$39,585.20
	Paying Fund	Cash Account			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$39,585.20
105802	02/18/2016 Open		Accounts Payable	P G & E	$17,804.56
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$7,725.47
	217 - Streets - Gas Tax	217.11000 (Cash)			$8.38
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,230.83
	426 - Transit - Fixed Route	426.11000 (Cash)			$1,788.43
	505 - Fleet	505.11000 (Cash)			$6,051.45
105803	02/18/2016 Open		Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$400.00
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$400.00

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105804	02/18/2016	Open	Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$637.50

Paying Fund	Cash Account	Amount
215 - Streets - Grant Funded Projects	215.11000 (Cash)	$637.50

105805	02/18/2016	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	$5,097.18

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$3,339.55
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,259.43
505 - Fleet	505.11000 (Cash)	$498.20

105806	02/18/2016	Open	Accounts Payable	PRESORT CTR STOCKTON INC	$9,686.17

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,228.73
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,228.72
420 - WATER	420.11000 (Cash)	$3,228.72

105807	02/18/2016	Open	Accounts Payable	PRICE FORD OF TURLOCK INC	$23.13

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$23.13

105808	02/18/2016	Open	Accounts Payable	RELEVANT SOLUTIONS	$2,253.32

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,253.32

105809	02/18/2016	Open	Accounts Payable	SAFETY-KLEEN CORPORATION	$157.74

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$157.74

105810	02/18/2016	Open	Accounts Payable	SHARPENING SHOP	$694.68

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$694.68

105811	02/18/2016	Open	Accounts Payable	SIERRA CHEMICAL CO	$3,806.13

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,806.13

105812	02/18/2016	Open	Accounts Payable	STANISLAUS COUNTY DEPT OF ENVIRONMENTAL RESOURCES	$116.98

Paying Fund	Cash Account	Amount
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$116.98

105813	02/18/2016	Open	Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	$7,490.97

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$4,105.58
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$3,385.39

105814	02/18/2016	Open	Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$439.13

105815	02/18/2016	Open	Accounts Payable	T I D	$26,832.14

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$4,404.08

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	216 - Streets - Local Transportation	216.11000 (Cash)			$22,255.49	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$172.57	
105816	02/18/2016 Open		Accounts Payable	T3E CO INC		$673.73
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$649.33	
	502 - Engineering	502.11000 (Cash)			$24.40	
105817	02/18/2016 Open		Accounts Payable	TBA AUTO PARTS		$1,427.53
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$745.49	
	217 - Streets - Gas Tax	217.11000 (Cash)			$8.54	
	246 - Landscape Assessment	246.11000 (Cash)			$69.62	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$149.78	
	420 - WATER	420.11000 (Cash)			$96.11	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$25.86	
	426 - Transit - Fixed Route	426.11000 (Cash)			$332.13	
105818	02/18/2016 Open		Accounts Payable	TG HYDRAULICS		$255.87
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$153.45	
	506 - Vehicle/Equipment Replacement	506.11000 (Cash)			$102.42	
105819	02/18/2016 Open		Accounts Payable	THORSENS INC		$79.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$79.00	
105820	02/18/2016 Open		Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC		$5,000.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,500.00	
	420 - WATER	420.11000 (Cash)			$2,500.00	
105821	02/18/2016 Open		Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$200,000.00	
105822	02/18/2016 Open		Accounts Payable	UNIVAR USA INC		$3,983.42
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,983.42	
105823	02/18/2016 Open		Accounts Payable	US BANK-VISA		$59,769.57
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$25,286.70	
	116 - Special Public Safety	116.11000 (Cash)			$2,861.23	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$488.73	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$489.04	
	205 - Sports Facilities	205.11000 (Cash)			$2,191.58	
	217 - Streets - Gas Tax	217.11000 (Cash)			$2,240.31	
	240 - Small Equipment Replacement	240.11000 (Cash)			$4,141.25	
	246 - Landscape Assessment	246.11000 (Cash)			$1,224.35	
	266 - Police Services Grants	266.11000 (Cash)			$1,874.76	
	270 - Recreation Grants	270.11000 (Cash)			$775.41	

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	301 - Capital Improvements	301.11000 (Cash)			$1,530.46	
	401 - Airport	401.11000 (Cash)			$52.50	
	405 - Building	405.11000 (Cash)			$109.34	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$12,833.60	
	420 - WATER	420.11000 (Cash)			$1,974.98	
	426 - Transit - Fixed Route	426.11000 (Cash)			$985.70	
	502 - Engineering	502.11000 (Cash)			$709.63	
105824	02/18/2016 Open		Accounts Payable	VERIZON WIRELESS		$76.46
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$30.74	
	255 - CDBG	255.11000 (Cash)			$45.72	
105825	02/18/2016 Open		Accounts Payable	WEST STEEL & PLASTIC		$289.31
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$289.31	
105826	02/18/2016 Open		Accounts Payable	FBINAA CA Chapter-Sacramento Division		$450.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$450.00	
105827	02/18/2016 Open		Accounts Payable	GARCIA, RAYMOND		$202.00
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$202.00	
105828	02/18/2016 Open		Accounts Payable	HUMPHRES, KEITH		$202.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$202.00	
105829	02/18/2016 Open		Accounts Payable	Mercado, Joey		$120.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$120.00	
105830	02/18/2016 Open		Accounts Payable	MURPHY, MIKE		$202.00
	Paying Fund	Cash Account			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$202.00	
105831	02/18/2016 Open		Accounts Payable	OLSON, MARK		$186.57
	Paying Fund	Cash Account			Amount	
	240 - Small Equipment Replacement	240.11000 (Cash)			$186.57	
105832	02/18/2016 Open		Accounts Payable	PADILLA, ARTURO		$60.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$60.00	
105833	02/18/2016 Open		Accounts Payable	ROGERS MEDIA COMPANY		$865.31
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$376.31	
	240 - Small Equipment Replacement	240.11000 (Cash)			$389.00	
	502 - Engineering	502.11000 (Cash)			$100.00	
105834	02/18/2016 Open		Accounts Payable	Sacramento Regional Public Safety Center		$61.00
	Paying Fund	Cash Account			Amount	

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	110 - General Fund		110.11000 (Cash)			$61.00	
105835	02/18/2016	Open		Accounts Payable	Silveira, James		$105.00
	Paying Fund		Cash Account			Amount	
	116 - Special Public Safety		116.11000 (Cash)			$105.00	
105836	02/18/2016	Open		Accounts Payable	TAYLOR, KENNETH		$192.00
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$192.00	
105837	02/18/2016	Open		Accounts Payable	WINTERS, ROBERT		$192.00
	Paying Fund		Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$192.00	
Type Check Totals:				93 Transactions			$801,804.39

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	$801,804.39	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	93	$801,804.39	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	$801,804.39	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	93	$801,804.39	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**93**	**$801,804.39**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**93**	**$801,804.39**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**93**	**$801,804.39**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**93**	**$801,804.39**	**$0.00**

5B

MARCH 1, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:01 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
   ABSENT: None

   B. SALUTE TO THE FLAG: Mr. Wallace Sanford led the flag salute.

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

   A. Mayor Soiseth presented a Proclamation to Wallace Albert Sanford in recognition of receiving the Mayor's Award at the Turlock Quilt Guild, Threads of Beauty Quilt Show, and for his volunteer efforts and patriotic service to our country. Mr. Sanford thanked the City Council for the honor.

   B. Rosa Park, Executive Director of the Stanislaus Council of Governments, introduced Kendall Flint who presented information about StanCOG's 2016 Transportation Expenditure Plan, which included an overview of StanCOG, history of previous ½ cent sales tax measures, and the new approach being taken for the 2016 measure with a focus on local control for projects such as fixing potholes, maintaining major streets/roads, better roads for public safety, safe routes to schools, point to point service for seniors, traffic signals and reducing congestion on Highway 99. Ms. Flint provided future timelines for community outreach, education, and project list finalization, all culminating in the anticipated placement of the measure of the November 2016 ballot. At the request of Supervisor Vito Chiesa, Ms. Flint provided information about how the proposed tax will be allocated among the cities and the County.

   C. Chris Kiriakou, Turlock Gospel Mission Board Chairman, presented information about the history of the Mission and services they offer, including the Meal Ministry, Homeless Assistance Ministry (HAM Center), Winter Relief for Women and Children, and City of Turlock/TGM Diversion Pilot Program. Mr. Kiriakou also spoke about the Restoration Shelter located at 437 S. Broadway, which is currently under construction, and the efforts of the Hope Lives Here Committee that is helping to raise funds to complete the shelter. In addition, he noted an Open House being held at the Restoration Shelter on Sunday, May 13, 2016, from 2:00 p.m. to 5:00 p.m.

3. **A. SPECIAL BRIEFINGS**:

   1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
      CSUS Student Government Relations Coordinator Maggie White provided information about issues/activities at the University, including successful homecoming week activities, funds raised for the Make-A-Wish Foundation, transit system discussions, search for the new CSUS President, and the second annual "One-on-One with the Mayor" event to be held in March.

2. STANISLAUS COUNTY OFFICE OF EDUCATION
Stanislaus County Office of Education Assistant Superintendent Scott Kuykendall spoke about the Stanislaus County Office of Education Destination Graduation Program for recent high school dropouts. Mr. Kuykendall provided information about the program including their charter overview, enrollment and graduation statistics, enrollment requirements, focus on work skills, online format, and desire to expand into the Turlock area.

B. STAFF UPDATES

1. City Attorney Phaedra Norton provided an update on the newly developed Pilot Diversion Program including information about the program, statistical information on persons entering the program, and noted the program goal of reducing occurrence of violations of the Turlock Municipal Code while connecting individuals to appropriate services. City Attorney Norton provided information about informal and formal diversion processes and noted the primary focus as being restoration, rather than incarceration. Ms. Norton provided additional information about partnerships that have been developed with Stanislaus County Behavior Health and Recovery Services and the Turlock Police Department in order to provide directed service to offenders.

   Councilmembers publicly thanked City Attorney Norton and Turlock Police employees for their outstanding efforts.

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

   Administrative Services Director Kellie Jacobs-Hunter provided an update on the new City of Turlock website, encouraged all to test the new beta website and provide feedback, and noted that the existing website will remain fully functional for 30 days.

   Mayor Soiseth asked for a full update of the new website at the next City Council meeting.

   Councilmember Jacob praised the Information Technology team for their efforts and strong work ethic.

3. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity, including statistics on the number of permits issues and inspections completed, the Council Chamber Upgrade project, Skate Park project, Monte Vista Avenue Crossings Construction project, and the Vista Student Housing project.

C. PUBLIC PARTICIPATION

Turlock resident and former mayor, Brad Bates, spoke regarding having not yet received an FPPC opinion, whether formal or informal, about a potential conflict of interest concerning decisions being made by the Council related to the farmer's market issue. He also spoke regarding an article in the San Francisco Chronicle about the recent sentencing of past Senator Leland Yee as a result of a San Francisco corruption case. Mayor Soiseth asked that the City Attorney meet with past Mayor Bates to discuss the conflict of interest issue, noting there could be no discussion as his request was not an agendized item.

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

5. **CONSENT CALENDAR:**

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, 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. 2016-030** Weekly Demands of 1/21/16 in the amount of $512,364.43; Weekly Demands of 1/28/16 in the amount of $267,957.78; Accepting Monthly Demands of 11/30/15 in the amount of $1,060,254.25

B. *Motion*: Accepting Minutes of Special Meeting of February 9, 2016; Regular Meeting of February 9, 2016; Special Meeting of February 16, 2016

C. *Motion*: Accepting notification of Contract Change Order No. 1 in the amount of $1,770 (Fund 228) for City Project No. 15-28, "Brandon Koch Memorial Skatepark," bringing the contract total to $260,770

D. 1. *Motion*: Making the determination that City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement" is exempt from the provisions of CEQA in accordance with Section 15303
2. *Motion*: Awarding bid and approving an agreement in the amount of $8,834.38 (Fund 205) with Titan Fence, Modesto, California, for City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement"
3. **Resolution No. 2016-031** Appropriating $15,000 to account number 205-60-602.51270 "Construction Project" to be funded from an anticipated insurance reimbursement to be accounted for in account number 205-60-602.37220 "Insurance Refund/Recovery"

E. **Resolution No. 2016-032** Re-appropriating $142,350 to account number 240-00-000-203.51005_001 "Communications Equipment Funded by PEG Fees" for City Project No. 14-26B, "Council Chambers Improvements," to complete the necessary funding required for this project

F. *Motion*: Approving a facility lease agreement with California State University Stanislaus in an amount not to exceed $200 for a community meeting in support of the Active Transportation Program grant development process and authorizing the Mayor or City Manager to execute the agreement on behalf of the City of Turlock

G. 1. *Motion*: Approving a professional services agreement with NBS, of Temecula, California, for professional consulting services to conduct a Fee Study for staff cost recovery in an amount not to exceed $14,925
2. **Resolution No. 2016-033** Appropriating $4,000 to account number 502-40-410.43754 "Engineering Fee Study" to be funded via transfer from Fund 216 "Local Transportation Fund (LTF) for Streets and Roads" unappropriated reserves to complete the necessary funding required for this study

H. *Motion*: Approving an agreement for settlement of water rights protests between the City of Turlock, Del Puerto Water District and Banta Carbona Irrigation District

I. **Resolution No. 2016-034** Approving an amendment to the Turlock Groundwater Basin Association Memorandum of Understanding (MOU) to allow the City of Waterford to join as a new party and revising the method of adding new parties in the future

J. **Resolution No. 2016-035** Appropriating $4,408 to 410-51-534.51184 "Municipal Services Office Remodel," $2,204 to 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel," and $2,204 to 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 data cables for the new office panel systems for Municipal Services approved on November 10, 2015

K. *Motion*: Approving Amendment No. 1 to Contract No. 13-013 with Trees, Inc., for additional tree trimming and maintenance services

L. **Resolution No. 2016-036** Accepting Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of $100,000 in Fiscal Year 2015-16; and Appropriating unexpended 2014-15 revenues in the amount of $106,283 to also be used on matching funds for 2015 COPS grant

M. **Resolution No. 2016-037** Appropriating $15,096 to account numbers 110-20-210.48001_148 "Transfers out to Fund 266 Police Grants" and 266-20-255-353.38001_148 "Transfers in from Fund 110 Police/Patrol" to provide funding for 911 For Kids expenditures that were not reimbursable from CA State 911 Grant funds

N. *Motion*: Authorizing the approval and execution of a Memorandum of Understanding among the City of Turlock, the Ceres Police Department, the Modesto Police Department, the Stanislaus County Sheriff's Department, the Oakdale Police Department, the Newman Police Department, the California State University Stanislaus Police Department, and the Stanislaus County Probation Department to work cooperatively to reduce alcohol related traffic collisions in Stanislaus County through the "Avoid the 12" Project # AL1635 MOU with the California Office of Traffic Safety

O. **Resolution No. 2016-038** Approving modifications to the job description for the position of Administrative Assistant, Public Safety, effective March 1, 2016

P. **Resolution No. 2016-039** Designating the Administrative Fee for Strike Team of Office of Emergency Services (OES) deployments paid by the State of California to be placed in revenue account number 240-00-000-312.34060_001 "FEMA/OES Reimb - Admin Fee" and appropriating $2,734 to account number 240-00-000-312.44001_156 "Supplies-Strike Team" for the purchase of upgraded or replacement equipment used for Strike Team or OES deployments funded by the Admin Fee received in Fiscal Year 2015-16

Q. *Motion*: Authorizing the Mayor, City Manager or designee to execute an annual maintenance agreement with Konica Minolta Business Solutions, USA, for twelve (12) months on four (4) document scanners, in an amount not to exceed $4,584

R. **Resolution No. 2016-040** Appropriating $5,383 to 308-40-457.38001_198 "Transfer In to Close Storm Component," $5,383 to 411-51-536.48001_198 "Transfer Out to Close Storm Component," $2,304 to 308-40-459.38001_199 "Transfer In to Close Recycled Water Component" and $2,304 to 308-40-458.48001_199 "Transfer Out to Close Recycled Water Component" from Fund 308 "Turlock Regional Industrial Park" and Fund 411 "Storm Drainage Construction" reserve balances to consolidate components after the adoption of fee changes to the Westside Industrial Specific Plan

S. 1. **Resolution No. 2016-041** Authorizing the overhire of two (2) Building Inspector positions in the Building Division due to the anticipated retirement of the incumbents on August 1, 2016 and October 1, 2016, respectively

2. **Resolution No. 2016-042** Appropriating $56,800 to 110-30-300.41100_010 "Fire-Overtime Training," $2,510 to 110-30-300.42007 "Workers Comp Insurance," $1,726 to110-30-300.42008 "City Liability Insurance," $824 to 110-30-300.42010 "Medicare," $20,000 to 110-30-300.46025 "Outside Contract Labor," $5,000 to 110-30-300.46032 "Vehicle & Small Equipment Maintenance Parts," and $9,500 to 110-30-300.47095 "Training General," from Fund 110 "General Fund" reserve balance to provide essential Fire services without interruption

T. *Motion*: Rejecting Claim Filed for Damages by Sally Johnson

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

Mayor Soiseth noted green sheets to Item 8A.

A. Development Services Director Mike Pitcock presented the staff report on the request to determine that the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines and declare the intention to vacate that certain section of Cooper Avenue right-of-way between Rose Street and Oak Street (Abandonment 15-01).

Mayor Soiseth asked for public comment.

Sacred Heart Priest Salvadore Ledesma provided a brief history of the parish and spoke in favor of the Cooper Avenue vacation for reasons including current parking and safety challenges.

Jack Gosnell spoke in favor of the vacation for reasons including security for children, staff and attendees, improved parking, beautification of the area, and improved public access. Mr. Gosnell presented a conceptual drawing of the area if the vacation is approved.

Gary Ricardo spoke in favor of the closure and noted his observations related to vehicular traffic on Cooper.

Edwina Rocha spoke in favor of the closure for reasons including the growth of parish, programs and celebrations held at the parish, educational services, and safety concerns related to strangers in the area and a potential fire at the school.

Sacred Heart School Principal Linda Murphy-Lopes spoke in favor of the closure for reasons including the safety of the children, concerns over vehicles traveling at high rates of speed, weather concerns, and improving aesthetics.

Sacred Heart School Preschool Director Debbie Canella spoke in favor of the closure for reasons including concerns for the safety of the children related to strangers walking through the campus.

Sacred Heart school teacher Kevin Crivelli spoke in favor of the closure for reasons including the safety of the children, injuries occurring on the street, cars running through the gates, and the harassment of students.

Mayor Soiseth closed public comment.

Council and staff discussion included other locations in the City where a similar issue might be brought forward, the importance of the safety of the children, and a brief history of past discussions related to requests for road closures.

Action: Motion by Councilmember Jacob, seconded by Councilmember DeHart, Determining that the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines having found that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. 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. 2016-043 Declaring the intention to vacate that certain section of Cooper Avenue right-of-way between Rose Street and Oak Street (Abandonment 15-01) 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

Councilmember Jacob stepped down from the dais at 7:42 p.m.

B. Development Services Director Mike Pitcock presented the staff report on the request to adopt a multi-pronged, collision reduction strategy for public safety.

Mayor Soiseth thanked staff for their sense of urgency in moving the matter forward.

Councilmember Jacob returned to the dais at 7:45 p.m.

Mayor Soiseth asked for public comment.

Sacred Heart School Principal Linda Murphy-Lopes asked that, in addition to Turlock Unified School Districts being included in targeted training efforts by the City, that Sacred Heart be included as well.

Mayor Soiseth closed public comment.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Adopting a multi-pronged, collision reduction strategy for public safety. Motion carried 5/0 by the following vote:

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

C. Development Services Director Mike Pitcock presented the staff report on the request to accept a report on accessibility compliance for calendar year 2015 within the City of Turlock.

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

Action: Motion by Councilmember Jacob, seconded by Councilmember Nascimento, Accepting a report on accessibility compliance for calendar year 2015 within the City of Turlock. Motion carried 5/0 by the following vote:

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

D. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the request to approve the purchase and sale agreement by and between The City of Turlock and Turlock Columbian Properties, Incorporated, also known as the Knights of Columbus, for the real property located at 1030 East Avenue, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 042-037-010; Authorize the Mayor or Interim City Manager to execute all necessary documents in connection with the sale; and Authorize the sale proceeds from the disposition of 1030 East Avenue to be deposited into the General Fund.

Ms. Pitt introduced Dennis Serpa, President of Turlock Columbian Properties, who spoke in favor of the purchase.

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

Action: **Resolution No. 2016-044** Approving the purchase and sale agreement by and between The City of Turlock and Turlock Columbian Properties, Incorporated, also known as the Knights of Columbus, for the real property located at 1030 East Avenue, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 042-037-010 and authorizing the Mayor or Interim City Manager to execute all necessary documents in connection with the sale 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

Resolution No. 2016-045 Authorizing the sale proceeds from the disposition of 1030 East Avenue to be deposited into fund 110 "General Fund" 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

E. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the request to affirm the City Manager's action of having signed and submitted an application to serve as the Administrative Entity and Statement of Certifications for the State of California Emergency Solutions Grant (ESG) Program.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Affirming the City Manager's action of having signed and submitted an application to serve as the Administrative Entity and Statement of Certifications for the State of California Emergency Solutions Grant (ESG) Program. Motion carried 5/0 by the following vote:

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

F. Assistant to the City Manager for Economic Development/Housing Program Services maryn Pitt presented the staff report on the request to approve a loan agreement, deed of trust with assignments of rents, security agreement and fixture filing, and a promissory note between the City of Turlock and Turlock Gospel Mission in the amount of $120,000, plus escrow costs in an amount not to exceed $3,000, for the purchase of 432 South Broadway, Turlock, California, to provide a permanent home for the Homeless Assistance Ministry (HAM Center), and authorizing the Mayor or Interim City Manager to execute all necessary documents.

Mayor Soiseth asked for public comment.

Chris Kiriakou spoke in favor of the agreement for reasons including it being an opportunity to demonstrate the partnership with the City and make Turlock a better community.

Mayor Soiseth closed public comment.

Action: Motion by Councilmember Jacob, seconded by Councilmember DeHart, Approving a loan agreement, deed of trust with assignments of rents, security agreement and fixture filing, and a promissory note between the City of Turlock and Turlock Gospel Mission in the amount of $120,000, plus escrow costs in an amount not to exceed $3,000, for the purchase of 432 South Broadway, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 043-049-022, to provide a permanent home for the Homeless Assistance Ministry (HAM Center), and authorizing the Mayor or Interim City Manager to execute all necessary documents. Motion carried 5/0 by the following vote:

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

G. City Attorney Phaedra Norton presented the staff report on the request to approve the Reimbursement Agreement between the Turlock Chamber of Commerce and the City of Turlock regarding the Convention and Visitor's Bureau.

Council and staff discussion included the newly established financial control and accounting policies of the Chamber of Commerce identified as Exhibit A to the agreement.

Mayor Soiseth asked for public comment.

Mayor Soiseth noted a green sheet to Item 8G.

Mike Warda, Chamber of Commerce representative, reviewed Exhibit A, the Turlock Chamber of Commerce Financial Control and Accounting Policies document, highlighting various controls such as access to records, loans, leases, agreements, accounting methods, requesting outside services, bid processes, donations of property, and financial statements, which was initiated by the Chamber.

Lazar Piro, Chamber of Commerce Board President, spoke in favor of the agreement and the opportunity to open a new page of relationship with the City.

Mayor Soiseth closed public comment.

Additional Council discussion included lessons learned throughout the process, the importance of transparency, and moving forward in a new relationship with the Chamber.

Action: Motion by Councilmember Nascimento, seconded by Councilmember Jacob, Approving the Reimbursement Agreement between the Turlock Chamber of Commerce and the City of Turlock regarding the Convention and Visitor's Bureau. Motion carried 5/0 by the following vote:

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

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Mayor Soiseth asked for consideration that an item be placed on a future agenda that addresses the "tin cup" or "time is now, clean up politics" topic in Turlock.

11. COUNCIL COMMENTS:

Councilmember Bublak commented she and Councilmember Jacob recently attended a Unity Matters event in Modesto where over 2,000 people attended to show their support for law enforcement.

Councilmember DeHart commented that the first organizational meeting regarding policy and procedure with respect to City trees will be held on Wednesday, March 9, 2016.

Mayor Soiseth thanked Jennifer Land, Stacey Tonarelli, and Parks, Recreation and Public Facilities staff for their work on the Million Acts of Kindness Initiative and commented on the green bracelets recently purchased to spread the word about the Initiative throughout the community.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Items.

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

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember Bublak, to adjourn at 8:15 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

5C

City Council Synopsis
March 22, 2016

million acts of kindness

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

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

Motion: Approving a professional services agreement with Carollo Engineers of Walnut Creek, California, for professional engineering design and bidding services, in an amount not to exceed $488,257 (Fund 413), for City Project No. 15-39, "RWQCF Denitrification"

2. DISCUSSION OF ISSUE:

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

In 2014 the City completed a RWQCF master plan which describes in detail the current processes in place as well as the recommended changes to account for the anticipated growth associated with the current general plan. In accordance with the RWQCF master plan, the City is looking to design and prepare construction drawings, specifications and estimates for the additional process of denitrification. The denitrification of the plant will align with the master plan as well as the permitting that allows the City to discharge into the Delta Mendota Canal.

Carollo was selected as the firm that would provide the best quality services for this project due to their extensive knowledge of the RWQCF. Staff anticipates having a biddable set of plans and specifications in the winter of 2016; at which time Staff will seek Council's authorization to bid the project.

3. BASIS FOR RECOMMENDATION:

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

B) The consultant has decades of experience in this type of work.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

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

Action Item:

4. Maintain adequate wastewater treatment capacity

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

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

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of information collection and design only. In accordance with Section 15306 of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

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

B. Not approve an agreement with Carollo Engineers. This is not recommended because professional design services are needed to install denitrification equipment and processes and staff does have the appropriate design experience.

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

THIS AGREEMENT is made this 22ND day of March 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CAROLLO ENGINEERS** a private corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

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

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

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

1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A (Scope of Work). 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 A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Four Hundred Eighty Eight Thousand Two Hundred Fifty Seven and 00/100^{ths} Dollars ($488,257.00). 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 March 22, 2016 and end June 1, 2017, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable

regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

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

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

shall not be required to perform any such additional services.

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

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

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

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

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

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

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

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

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

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

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

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate

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

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

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

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

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

for CITY: **CITY OF TURLOCK**
ATTN: Nathan Bray
Engineering Division
156 South Broadway, Suite 150
Turlock, California 95380-5454
PHONE: (209) 668-5599 Ext. 4435
FAX: (209) 668-5563

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

Nathan Bray
Development Services Department
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5599 Ext. 4435
E-mail: nbray@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CAROLLO ENGINEERS, a private corporation

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

DENITRIFICATION IMPROVEMENTS DESIGN

FEBRUARY 19, 2016

This section summarizes the scope of work to complete preliminary design and final design of the City of Turlock's Denitrification Improvements as part of the design package being prepared for the Secondary Clarifier No. 5 Project.

Task 1.0 – Project Management and Meetings

Task 1.1 – Project Management

Carollo will provide additional project administration and management necessary to perform planning, execution, monitoring, and reporting of the new project elements added by this Amendment

Task 1.2 – Design Meetings

Carollo will prepare for and conduct one (1) additional meeting during the course of this project to solicit input and decisions from the City. This meeting will review findings and recommendations from the preliminary design evaluation. The initial project development/kick-off meeting will be incorporated into the preliminary design review meeting currently planned for the Secondary Clarifier No. 5 Project. Design review meetings to discuss the 50 and 95 percent submittals for the sludge dewatering facilities will be incorporated with 50 and 95 percent submittals meetings for the Secondary Clarifier No. 5 Project.

Task 1 Deliverables:

- Additional Decision log items.

Task 2.0 – Preliminary Design Evaluation

Task 2.1 – Denitrification Improvements

Carollo will prepare a preliminary design evaluation of improvements needed to convert the existing seven aeration basins to achieve denitrification. The evaluation will include using the process model previously developed for the plant to estimate the treatment capacity of the aeration basins and secondary clarifiers after incorporating denitrification improvements. A technical memorandum (TM) will be prepared to summarize key findings and recommendations including design criteria, revised treatment capacity with denitrification improvements, aeration basin baffle arrangements, mixed liquor pump installation layouts, and estimated capital cost.

Task 2.2 – Site Surveying

None.

Task 2.3 – Geotechnical Engineering Support

Carollo's geotechnical consultant, Kleinfelder, will provide design recommendations and review of the design deliverables. For this scope, it is assumed that no additional field borings will be required for the Denitrification Improvements design.

Task 2 Deliverables:

- Draft and final Denitrification Improvements TM.

Task 2 Assumptions:

- None.

Task 3.0 –Final Design

The purpose of this task is to provide final design engineering services for the project based on the results of the preliminary design evaluation. For this scope we have assumed a two-stage biological nutrient removal (BNR) process will be used to achieve a total nitrogen (TN) concentration of 10 mg/L. The existing aeration basins will be divided into two zones - anoxic and aerobic. The anoxic zone(s) will be designed to convert nitrate and nitrite to nitrogen gas (denitrification). The process will include recycling mixed liquor from the aerobic zone into the anoxic zone(s). In addition, improvements will be made to the mixed liquor flumes feeding Secondary Clarifiers No. 4 and No. 5 to improve the flow split between the existing clarifiers. We have assumed that design of the following key elements will be provided:

- Baffle walls to separate the anoxic and aerobic zones in each of the existing Aeration Basins 1-7.
- Addition of submersible mixers in each of the new anoxic zones of existing Aeration Basins 1-7.
- Addition of submersible mixed liquor return pumps in each of the existing Aeration Basins 1-7.
- Addition of a motorized flow control gates and automatic controls at the mixed liquor flumes feeding Secondary Clarifiers No. 4 and No. 5.
- Addition of a new Return Activated Sludge (RAS) Pump Station that can return flow from the secondary clarifiers back to the aeration basin splitter boxes. The pump station will have pumps installed for current flows, and the structure will be sized for additional Secondary Clarifier No. 6.
- Modifications to the existing crane for the biotower pump station, so pumps can be completely removed from wet well without personnel entry into pump station.
- Modifications to the electrical and instrumentation system to support denitrification equipment.

Task 3.1 – Prepare 50 Percent Design

The 50 percent design of the Denitrification Improvements will be included as part of the Secondary Clarifier No. 5's 50 percent design documents.

Task 3.2 – Prepare 95 Percent Design

The 50 percent design review comments from the City will be incorporated into the 95 percent design of the Denitrification Improvements.

Carollo will prepare an engineer's construction cost estimate as part of the design evaluation for the project. Construction cost estimates will be developed based on quantity takeoffs and equipment manufacturers' quotes with appropriate estimating contingencies to account for unknowns associated with the project.

Task 3.3 – Prepare 100 Percent Design

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

Task 3 Deliverables:

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

Task 3 Assumptions:

- The assumptions outlined in Task 3 of the Secondary Clarifier No. 5 Project will apply to the design of the Denitrification Improvements.
- Electrical service to Aeration Basins 1 - 5 will be from outdoor rated electrical motor control centers. Construction of a new concrete masonry unit (CMU) building for the electrical facilities is not anticipated and therefore not included.
- Electrical service to Aeration Basins 6 - 7 will be from existing MCCs located in Electrical Building No. 7.

Task 4 – Bidding Services

Task 4.1 – Pre-Bid Meeting

No additional work is needed for this task as this is already covered as part of the Secondary Clarifier No. 5 Project.

Task 4.2 – Answer Bidder's Questions

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

Task 4.3 – Prepare Addenda

For this scope, Carollo will prepare one (1) addenda to the contract documents and issue the addenda in electronic format (.PDF files) to the City for distribution to the plan holders.

Task 4 Deliverables:

- Response to bidder questions.
- One addenda.

Task 4 Assumptions:

- The assumptions outlined in Task 4 of the Secondary Clarifier No. 5 Project will apply to the bidding requirements of the Denitrification Improvements.

ATTACHMENT 1
DESIGN SERVICES LABOR AND FEE ESTIMATE

DENITRIFICATION IMPROVEMENTS
CITY OF TURLOCK

February 19, 2016

		Carollo Labor									Other Direct Costs (ODC)								
											Subconsultants					Mileage			
Task	Task Description	PIC	PM	PE	TA	Discipline Engineer	Drafting	WP	Total Hours	Labor Cost	Survey	Geotech	Subtotal	PECE	Printing	Trips	Amount	Total ODC Cost	Total Cost
1.0	**Project Management and Meetings**	**4**	**12**	**6**	**3**	**4**	**0**	**0**	**29**	**$6,875**	**$0**	**$0**	**$0**	**$339**	**$0**	**1**	**$115**	**$454**	**$7,329**
	1.1 Project Management	1	6	0	0	0	0	0	7	$1,785	$0	$0	$0	$82	$0	0	$0	$82	$1,867
	1.2 Design Meetings	3	6	6	3	4	0	0	22	$5,090	$0	$0	$0	$257	$0	1	$115	$372	$5,462
2.0	**Preliminary Design Evaluation**	**4**	**24**	**40**	**4**	**16**	**8**	**6**	**102**	**$20,876**	**$0**	**$6,600**	**$6,600**	**$1,193**	**$0**	**1**	**$115**	**$7,908**	**$28,784**
	2.1 Denitrification Improvements	4	24	40	4	16	8	6	102	$20,876	$0	$0	$0	$1,193	$0	1	$115	$1,308	$22,184
	2.2 Site Surveying	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	0	$0	$0	$0
	2.3 Geotechnical Engineering Support	0	0	0	0	0	0	0	0	$0	$0	$6,600	$6,600	$0	$0	0	$0	$6,600	$6,600
3.0	**Final Design**	**23**	**299**	**460**	**23**	**575**	**805**	**115**	**2,301**	**$416,182**	**$0**	**$0**	**$0**	**$26,922**	**$0**	**0**	**$0**	**$26,922**	**$443,104**
	3.1 Prepare 50 Percent Design	9	120	184	9	230	322	46	920	$166,473	$0	$0	$0	$10,769	$0	0	$0	$10,769	$177,241
	3.2 Prepare 95 Percent Design	12	150	230	12	288	403	58	1,151	$208,091	$0	$0	$0	$13,461	$0	0	$0	$13,461	$221,552
	3.3 Prepare 100 Percent Design	2	30	46	2	58	81	12	230	$41,618	$0	$0	$0	$2,692	$0	0	$0	$2,692	$44,310
4.0	**Bidding Services**	**4**	**8**	**16**	**0**	**8**	**4**	**2**	**42**	**$8,548**	**$0**	**$0**	**$0**	**$491**	**$0**	**0**	**$0**	**$491**	**$9,039**
	4.1 Pre-Bid Meeting	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	0	$0	$0	$0
	4.2 Answer Bidder's Questions	2	4	8	0	4	0	0	18	$3,882	$0	$0	$0	$211	$0	0	$0	$211	$4,093
	4.3 Prepare Addenda	2	4	8	0	4	4	2	24	$4,666	$0	$0	$0	$281	$0	0	$0	$281	$4,947
	Project Totals =	**35**	**343**	**522**	**30**	**603**	**817**	**123**	**2,474**	**$452,481**	**$0**	**$6,600**	**$6,600**	**$26,946**	**$0**	**$2**	**$230**	**$35,776**	**$488,257**

Legend:
PIC Principal-in-Charge
PM Project Manager
PE Project Engineer
TA Technical Advisor
WP Word Processor
PECE Project Equipment Communication Expense

ODC Unit Costs:

PECE ($/hr):	$11.70
Mileage ($/mi):	$0.58
Miles per Roundtrip:	200

5D

City Council Synopsis

March 22, 2016

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 16-31, "Fire Station No. 3 HVAC Improvements," is exempt from the provisions of CEQA in accordance with Section 15301(d) "Existing Facilities"

Motion: Awarding bid and approving an agreement in the amount of $11,793 (Fund 240) with Champion Industrial Contractors, Inc., of Modesto, California, for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements"

Resolution: Appropriating $16,281 to account number 240-00-000-307.43125_026 "Construction Project" to be funded from unappropriated reserves in Fund 240 "Equipment Replacement-Fire," to account for expenses for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements"

2. DISCUSSION OF ISSUE:

On February 26, 2016, two (2) bids were received for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements." Champion Industrial Contractors, Inc. of Modesto, California, was the lowest responsible bidder with a bid in the amount of $11,793.00.

Bid Summary:

COMPANY NAME	BID AMOUNT
Champion Industrial Contractors, Inc.	$11,793.00
Turlock Plumbing, Heating & Air Conditioning, Inc.	$18,465.00

In February 2016, staff was notified of recommended repairs that were observed during the routine maintenance of the HVAC system at Fire Station No. 3. The repairs that needed to be addressed included the condensing unit, coil and flow furnace with setback thermostat. The necessary repairs were not covered under

any warranty of the existing system. Therefore, to keep proper maintenance of the Fire Station No. 3 facility, staff recommends award of the contract.

3. BASIS FOR RECOMMENDATION:

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

B) Fire Station No. 3 is in need of a non-routine maintenance and the City Council must authorize the City Manager to enter into an agreement prior to the work being performed.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering	Building Permit
$16,281.00	$11,793.00	$1,179.30	$1,179.40	$1,179.30	$950.00

The HVAC replacement was not an anticipated project when the budget was prepared. However, this project will address the imminent need to replace the failed HVAC system at Fire Station No. 3. Therefore, staff is requesting a budget appropriation in the amount of $16,281.00 to account number 240-00-000-307.43125_026 "Construction Project" for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of removing and replacing the Heating, Ventilating, and Air-Conditioning unit. In accordance with Section 15301(d), of the California Environmental Quality Act (CEQA), "Existing Facilities," this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

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

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

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-31

Fire Station No. 3 HVAC Improvements

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

Champion Industrial Contractors, Inc.
1420 Coldwell Ave.
Modesto, CA 95350

hereinafter called "Contractor" on this 22nd day of March, 2016 (hereinafter called the "Agreement").

RECITALS

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

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

C On March 22, 2016, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK:**
Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Obtain a building permit, remove and dispose of existing HVAC improvements, install (1) one 70,000 BTU upflow 80% furnace, install (2) two 3-

ton 14 SEER air conditioning condensing units, install (2) two evaporator coils, install (1) one filter box, re-use (1) one existing 2012 model furnace and filter box, replace all of the existing duct work in the furnace room from the sheet rock connection to the furnace, reconnect to the existing duct work, gas line, drain line, flue line and low voltage wiring, supply a second party HERS rater duct's test, start up and test the new unit's operation and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. **THE CONTRACT:**

The complete contract consists of the following documents: This agreement, the minor contract invite, general conditions, special provisions, addendums, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

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

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

3. **SCHEDULE:**

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

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

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 16-31, "Fire Station No. 3 HVAC Improvements ."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work

performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Eleven Thousand Seven Hundred and Ninety Three and No/100ths Dollars ($11,793.00).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Five (5)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. **RIGHTS OF CITY TO INCREASE WORKING DAYS:**

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

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation

shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **LIQUIDATED DAMAGES:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **DISPUTES PERTAINING TO PAYMENT FOR WORK:**

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

11. **PERMITS, COMPLIANCE WITH LAW:**

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

12. **SUPERINTENDENCE BY CONTRACTOR:**

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

13. **INSPECTION BY CITY:**

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

14. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:**

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

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

15. **CHANGE OF CONTRACT PRICE:**

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

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

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

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

FORCE ACCOUNT

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

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

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

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

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

Labor

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

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

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

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

Materials

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

delivery charges, except:

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
    2.1. Rented from equipment business the Contractor does not own.
    2.2. The Engineer establishes a rate of $10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
    3.1. Hourly rates are paid in 1/2-hour increments
    3.2. Daily rates are paid in 1/2-day increments

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

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

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

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

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

Non-Owner-Operated Dump Truck Rental

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

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

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

16. CHANGE OF CONTRACT TIME:

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

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

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

a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall

notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

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

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

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

17. INSPECTION AND TESTING OF MATERIALS:

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

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

18. PERMITS AND CARE OF THE WORK:

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

19. OTHER CONTRACTS:

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

20. PAYMENTS TO CONTRACTOR:

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

schedule furnished by the City Engineer at the time work begins.

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

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

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

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

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

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

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

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special

Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

(2) For any claims related to this project, Contractor's insurance coverage shall

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

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

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

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

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

23. PROOF OF CARRIAGE OF INSURANCE:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60)

days prior notice of the cancellation of any policy during the effective period of this contract.

24. WAGES & HOURS OF EMPLOYMENT:

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

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars ($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

25. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS:

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

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in

proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

26. PROVISIONS CUMULATIVE:

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

27. TAXES:

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

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and

utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

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

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

28. NOTICES:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

29. CITY CONTRACT ADMINISTRATOR:

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

Name of City Employee
Department
156 S. Broadway, Suite ____
Turlock, California 95380-5456

or 244 N. Broadway
Turlock, California 95380-4737
Telephone: (209) 668-_____
E-mail: _____@turlock.ca.us

30. INTERPRETATION:

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

31. ANTITRUST CLAIMS:

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

32. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 19 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

Champion Industrial Contractors, Inc.

By: _____

_____
Print Name

Address:_____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $16,281 TO ACCOUNT NUMBER 240-00-000-307.43125_026 "CONSTRUCTION PROJECT" TO BE FUNDED FROM UNAPPROPRIATED RESERVES IN FUND 240 "EQUIPMENT REPLACEMENT-FIRE," TO ACCOUNT FOR EXPENSES FOR CITY PROJECT NO. 16-31 "FIRE STATION NO. 3 HVAC IMPROVEMENTS"	**RESOLUTION NO. 2016-**

WHEREAS, the Fire Station No. 3 is a City owned property; and

WHEREAS, the City's maintenance contractor has recommended replacement of the HVAC unit; and

WHEREAS, funding is available in Fire's unappropriated reserves in Fund 240.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $16,281 to account number 240-00-000-07.43125_026 "Construction Project" to be funded from unappropriated reserves in fund 240 "Equipment Replacement – Fire," to account for the expenses for City Project No. 16-31 "Fire Station No. 3 HVAC Improvements."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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

5E

City Council Synopsis
March 22, 2016

million acts of kindness

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

Prepared by: Anthony R. Orosco, PE
Senior Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Readopting a Fee Deferral Program for the CFF, NWTSP and WISP Impact Fees for an additional twenty-four (24) months

Motion: Approving a Lien Agreement for deferred payment of Capital Facility Fees between the City of Turlock and Baz Family Trust (Owner of 1851 Lander Avenue, Turlock CA 95380)

2. DISCUSSION OF ISSUE:

On October 27, 2009, City Council adopted a new fee deferral program for commercial and industrial development in an effort to provide financial flexibility to the development community. The purpose of the fee deferral program was to make it financially feasible for the development community to construct improvements during a sluggish economy yet insure that full payment of fees were received by the City at the conclusion of the deferral period. On October 25, 2011 and again on October 22, 2013, City Council extended the fee deferral program for an additional 24 months. The program afforded the opportunity for commercial and industrial development projects to defer its CFF, NWTSP and WISP fees as follows:

- Fees (100%) can be deferred to occupancy; or
- Fees can be paid over 4 years with 20% due at building permit issuance and the remaining 80% paid over the next 4 years (20% per year). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last 4 years of interest earned by the city as published by the State Controller's Office Local Agency Investment Fund; or
- Fees can be paid over 5 years with 0% due at building permit issuance and the remaining 100% paid over the next 5 years (10% year 1, 15% year 2, 20% year 3, 25% year 4 and 30% year 5). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last 5 years

of interest earned by the city as published by the State Controller's Office Local Agency Investment Fund.

Baz Family Trust is proposing to construct and operate an Allergy and Urgent Care Facility at 1851 Lander Avenue and has requested to pay Capital Facility Fees (CFF) in the amount of $69,634.86 over a five (5) year period. The attached Lien agreement would require the fees to be paid over a five (5) year period, subject to a 0.32% interest rate and additional costs associated with the annual ENR index adjustments. The ENR index is the mechanism the City uses to adjust fees quarterly in an effort to takes into account construction cost inflation. Staff recommends that City Council extend the fee deferral program for an additional 24 months and approve the 5 year deferral period for this project.

3. BASIS FOR RECOMMENDATION:

A) The economy, while improved, is still sluggish and this deferral agreement can help facilitate the development an allergy and urgent care facility, providing jobs for the local economy.

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

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the City's efforts to provide financial flexibility, in the payment of development impact fees, for the development community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The CFF payment will be paid over five (5) years with 0.32% interest and ENR adjustments. The CFF program should remain whole facilitating the completion of projects designated in the program.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not Required

7. ALTERNATIVES:

A. Reject a Lien Agreement for Deferred Payment of CFF fees between the City of Turlock and Baz Family Trust and direct staff to collect the full impact fees that are due at building permit.

RECORDING INFORMATION
Recording requested by and
When recorded, please return to:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 South Broadway, Suite 150
TURLOCK, CA 95380

LIEN AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND
BAZ FAMILY TRUST
FOR
DEFERRED PAYMENT OF DEVELOPMENT IMPACT FEES

THIS AGREEMENT is made and entered into this 22ND day of March, 2016, between the **CITY OF TURLOCK** (hereinafter referred to as "City"), **BAZ FAMILY TRUST** (hereinafter referred to as "Undersigned"), who is the owner of the property described in Exhibit A attached hereto and made a part of this Agreement.

WHEREAS, the Undersigned, has purchased the property at 1851 Lander Avenue, Turlock CA 95380; and

WHEREAS, the Undersigned is constructing a signal story allergy & urgent care facility; and

WHEREAS, the Undersigned, City impact, County of Stanislaus impact, Turlock City School impact and City Building permit (15-1336) fees total $127,126.39; and

WHEREAS, the undersigned has agreed to pay $57,491.53 of the $127,126.39 at building permit issuance and has requested that the Capital Facility fees associated with Building permit (15-1336) in the amount of $69,634.86 be deferred and paid over a five (5) year period; and

WHEREAS, the deferred fees are as follows:

CAPITAL FACILITY FEE ROAD	$63,567.40
CAPITAL FACILITY FEE POLICE	$968.38
CAPITAL FACILITY FEE GENERAL GOVERNMENT	$2,460.70
CAPITAL FACILITY FEE FIRE	$610.18
CAPITAL FACILITY FEE ADMINISTRATION	$2,028.20
Total Deferral	$69,634.86

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. On or before the dates indicated below, Undersigned will pay to City the impact fees shown, plus 0.32% annual compounded interest. Said fees are to be adjusted to the ENR Cost Index in effect on the respective dates payments are due and shall be computed by using the following formula:

Payment No.	Due Date	Amount + Unpaid Balance	Annual Compounded Interest Rate (0.32%)	Current ENR/ Original ENR (881.34)	Total Payment Due
1	3/22/17	$6,963.49	** TBCA **	** TBCA **	** TBCA **
2	3/22/18	$10,445.23+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
3	3/22/19	$13,926.97+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
4	3/22/20	$17,408.72+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
5	3/22/21	$20,890.45+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **

**** TBCA ** ---- To be calculated annually based on payment performance and ENR Adjustments**

2. Should Undersigned fail to pay any of the required installments on or before the date due as listed above, or if the property described on Exhibit A is sold or transferred, the entire unpaid amount as computed above shall become a lien and charge upon the property and collectible in the same manner as unpaid taxes, together with the costs of collection. The Undersigned shall provide notice to the City of any potential sale or transfer of the property 15 days prior to the close of escrow. If the property is going to be sold or transferred, the City, in its sole discretion, can require the entire unpaid amount be paid to the City out of escrow proceeds.

3. Upon satisfaction of the obligation secured by Undersigned, City shall execute a release of lien. Costs of recording said lien release shall be paid by Undersigned.

4. The provisions of this Agreement shall bind and inure to the benefit of the successors in interest of the parties hereto in the same manner as if they had therein been expressly named.

5. In consideration of the deferral herein granted by City, Undersigned hereby expressly waives and releases all claims and causes of action it now has or in the future may have against the City of Turlock, a municipal corporation (collectively, the "Released Parties") based on, or related directly or indirectly to capital facility fees charged by City for the project constructed on the property described on Exhibit A, including without limitation any and all claims that such fees are not reasonably related to the project's impacts or the cost of the services provided. To the extent of such waiver and release, Undersigned expressly waives its rights, if any, under California Civil Code Section 1542 which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

CITY OF TURLOCK, a municipal corporation

By _____
Michael I. Cooke, Interim City Manager

APPROVED AS TO FORM AND LEGALITY:

By _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

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

ATTEST:

By _____
Kellie Weaver, City Clerk

BAZ FAMILY TRUST

By _____
(Owner(s)).

By _____
Name of signer here

[the signature above must be notarized below]

Malik N. Baz
7471 N. Fresno St.
Fresno,CA 93720
(760) 652-4010 ext. 100

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA }
County of STANISLAUS }

On _____, 2016 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A portion of the northeast quarter of Section 27, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

Lot 4 as shown on the map of Lander Crossings filed on June 17, 2013, in Book 44 of Maps, at page 17, Stanislaus County Records.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EXTENDING THE ADOPTED FEE DEFFERAL PROGRAM FOR THE CFF, NWTSP AND WISP IMPACT FEES FOR AN ADDITIONAL TWENTY-FOUR (24) MONTHS	}	**RESOLUTION NO. 2016-**

WHEREAS, on October 27, 2009, the City Council adopted a fee deferral program for commercial and industrial development; and

WHEREAS, on October 25, 2011, the City Council extended the fee deferral program for commercial and industrial development for an additional 24 months; and

WHEREAS, on October 22, 2013, the City Council extended the fee deferral program for commercial and industrial development for an additional 24 months; and

WHEREAS, the state of the economy has shown improvement but continues to impact the development communities ability to build and improve the city; and

WHEREAS, the lack of construction activities has severely reduced the revenue stream for the Planning, Building and Engineering Divisions; and

WHEREAS, stimulating the economy is in the best interest of the city to enhance revenue through fee collection as well as increasing the city's tax base; and

WHEREAS, forgiving fees to stimulate the economy would be detrimental to health and financial viability of the city's Capital Facilities Fee (CFF), Northwest Triangle Specific Plan (NWTSP) and Westside Industrial Specific Plan (WISP) fee programs. However, fee deferrals to stimulate the economy could be given without risking the health and financial viability of the city's CFF, NWTSP and WISP fee programs by accruing interest; and

WHEREAS, affording the same deferral option of CFF, NWTSP and WISP fees to all commercial and Industrial development, regardless of size for an additional 24 month period could improve the development community's ability to build and stimulate the local economy; and

WHEREAS, the developer shall enter into a fee deferral agreement with the city, subject to council approval, in the amount of deferred fees; and

WHEREAS, if developer fails to provide installment payment on or before the date due or if the property is sold or transferred, the entire unpaid amount as computed in the agreement shall become a lien and charged upon the property and collectible in the same manner as unpaid taxes, together with the costs of collection.

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

All Commercial and Industrial development will be afforded the opportunity to defer its CFF, NWTSP and WISP fees for an additional twenty-four (24) month period as follows:

1. Fees can be deferred to occupancy; or
2. Fees can be paid over 4 years with 20% due at building permit issuance and the remaining 80% paid over the next 4 years (20% per year). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last 4 years of interest earned by the city as published by the State Controllers Office Local Agency Investment Fund; or
3. Fees can be paid over 5 years with 0% due at building permit issuance and the remaining 100% paid over the next 5 years (10% year 1, 15% year 2, 20% year 3, 25% year 4 and 30% year 5). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last 5 years of interest earned by the city as published by the State Controllers Office Local Agency Investment Fund.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5F

City Council Synopsis
March 22, 2016

million acts of kindness

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement for the period beginning March 22, 2016 and ending October 31, 2017, with Bureau Veritas North America, Inc., for building inspection services related to the Vista Apartment project, in an amount not to exceed$195,160 (Fund 405)

2. DISCUSSION OF ISSUE:

The Building Division currently has three full time building inspectors. In January, the Council was informed that two of these individuals have notified the Department of their intent on retiring from the City of Turlock on August 1, 2016 and October 1, 2016.

With the approval to appoint two new inspectors this year and upon appointment of their replacements, the retiring inspectors will aid in the training of the new inspectors while the remaining inspector continues to complete his current workload. At the same time, the Vista Apartment project will require the dedication of a single inspector and will account for a large portion of that inspector's available inspection time from the beginning of construction March 2016 through September 2017. With the anticipated vacancies, training, and long-term dedication of a single inspector, the remaining building inspectors will be unable to complete timely inspections of projects in accordance with the Division's customary inspection times. As such, the Building Division could find itself in a position that would require staff to roll over or delay critical inspections to ongoing projects. Consequently, the Building Division desires to supplement the current inspector staffing level by adding a contract inspector to be utilized solely for the Vista Apartment project.

In accordance with the Building Department's fee program, a vast amount of the inspection work for the Vista is to be completed on a time and materials basis. As such, the project proponent is given the power to control the need for inspections by completing their work in workmanlike manner prior to initial

inspection and thereby limiting their inspection time and exposure to its financial and time costs.

As noted above, since this is a time and materials project, at the issuance of the building permit, the Building Department will be requesting a deposit of funds to cover the project's anticipated inspection costs.

In preparation for the needed inspector, the Building Department requested proposals for the inspection work from two of our currently approved plan check agencies. Upon reviewing the proposals, and discussing the Department's preference with the project proponent, Bureau Veritas was selected to supply an inspector for the project.

The hourly inspection rates for both companies are as follows:

Bureau Veritas:	$85.00
Interwest:	$90.00

In addition to the difference between hourly rates, Bureau Veritas is currently completing the review of the project plans. Subsequently, Bureau Veritas will be required to maintain a certain responsibility to the project during construction due to possible changes or modifications to the untimely approved project documents.

The $195,160.00 not to exceed valuation of this agreement is based on a projected number of hours required for the contract inspector. Per the agreement, the final value of the agreement will not exceed this cost, however, the final cost may ultimately be less than the not to exceed value.

The need for this agreement is directly attributable to the significant commercial and industrial projects that the Building Department has been processing and the Building Department's increasing workload due to the total volume of permits increasing to a point where it is difficult for staff to maintain the goal of excellent customer service. Consequentially, in order to continue to serve the public and meet the standards set forth, an agreement should be ratified to allow for a single sole purpose inspector.

Budget line number 405-40-405.43060_011, "Contract Services - Inspection", will be utilized for the various projects reviewed under these contracts.

3. BASIS FOR RECOMMENDATION:

A. Per City Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.

B. The benefit for the City is that City Staff will be able to call on Bureau Veritas to complete the necessary inspections while maintaining our customer service standards.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:
4. Proactively respond to emerging issues.

Action Item:
2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Fiscal Year 2015/2016:	$25,000.00
Fiscal year 2016/2017:	$155,160.00
Fiscal year 201/2018:	$15,000.00

405-40-405.43060_011, "Contract Services - Inspection"

No General Fund money will be used for these services

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

A. Reject the award of this consultant agreement. Staff does not recommend this alternative due to the fact that outside inspection services will allow the department to insure that the project are inspected in accordance with the applicable building Codes as well as customer services standards for our other projects.

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

THIS AGREEMENT is made this 22nd day of March, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Bureau Veritas North America, Inc**, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Building Inspections Services and

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

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One hundred ninety five thousand, one hundred sixty-five and 00/100^{ths} Dollars ($195,160.00). 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 March 22, 2016 and end September 30, 2017 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, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: 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 the essence in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

license.

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

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

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

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

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

for or CONSULTANT: **Bureau Veritas No America**
5750 Sunrise Blvd, Suite 100
Citrus Heights, CA 95610
PHONE: (916) 7215-4200
FAX (916)725-8242

for CITY: **CITY OF TURLOCK**
ATTN: Mike Pitcock
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

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

Eric A. Picciano

Development Services Department, Building and Safety Division
156 S. Broadway, Suite 130
Turlock, California 95380-5456
Telephone: (209) 668-5542, extension 4422
E-mail: epicciano@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: _____

_____

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

February 18, 2016

EXHIBIT "A"

Eric Picciano
City of Turlock
156 S. Broadway, Suite 150
Turlock, CA 95380
T: 209.668.5520
E: epicciano@turlock.ca.us

Re: Proposal to Provide Building and Fire Inspection Services for The Vistas

Dear Mr. Picciano,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our proposal to provide building and fire inspection services for The Vistas housing project in the City of Turlock. We take great pride in our ability to provide exemplary services to our clients.

We propose to provide inspection services at the following hourly rates with a ***not to exceed amount of $195,160***.

Description	*Hourly Rate*
Building Inspector	$ 85

If applicable, jobsite mileage utilizing employee or company-owned vehicles will be charged at the current IRS rate.

Our proposed inspection schedule is shown below. Our team is flexible and can adjust the number of inspections per week based on the project needs. Our goal is to provide the appropriate level of services to ensure a successful outcome for this project while also being cost effective.

Estimated construction duration: 67 weeks

Weeks 1-15	BV Inspections 2-3 days per week
Weeks 16 - 58	BV Inspections 5 days per week
Weeks 59 - 67	BV Inspections 2-3 days per week

BVNA looks forward to supporting the City of Turlock by providing these inspection services. We appreciate the opportunity to continue assisting the City with building and safety compliance needs. Should you have any questions please do not hesitate to contact us.

Sincerely,

Craig Baptista
Director of Operations
180 Promenade Circle, Suite 150
Sacramento, CA 95834
P. 916.291.9151
E. craig.baptista@us.bureauveritas.com

Michael Vieira, CBO
Special Projects Manager
180 Promenade Circle, Suite 150
Sacramento, CA 95834
P. 916.725.4200
E. michael.vieira@us.bureauveritas.com

Firm Qualifications

Founded in 1828 Bureau Veritas is a global leader in quality assurance, health, safety and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with over 70,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise, across vast geographies. With more than 1,330 offices and laboratories in 140 countries, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. We are the top independent environmental consulting firm in the United States and the largest elevator inspection firm in the United States.

Our **local presence** and **long term relationship** with the City of Turlock ensures timely delivery and exceptional customer service in the most cost-effective manner. Our long-standing experience working with the City of Turlock has enabled us to gain the knowledge of the local area and to provide continuity, responsiveness to on-call assignments, and technical proficiency.

Relevant Project Experience

City of West Sacramento

Building and Safety Administration

Randy Goodwin, Chief Building Official
1110 West Capitol Ave. 2nd Floor, West Sacramento, CA 95691
(916) 617-4645 / F. (916) 371-0845
randyg@cityofwestsacramento.org

Dates of Service: **1998 – Present**

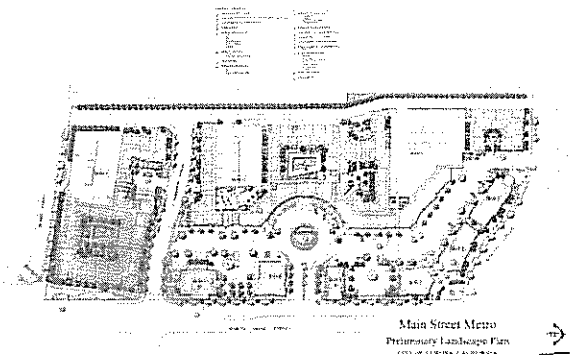
Garden Park Apartments and Townhomes: The 4 new buildings will span over 20,000 sf each and are valued at approximately $2.4 million. Occupancy groups include R-2, B, and S-2. The new buildings are 4-stories and will house 24 residential apartments.

Bridge Street Housing Units: This new 112,176 sq. ft., publicly funded, 5-story housing complex has several common areas plus a ground floor parking garage. The building includes an elevator for access throughout the residential units. The residential units are sprinklered and include vertical and horizontal separations between the different occupancy classifications. The completed building offers 70 units of affordable housing for families. Residents have access to a community room, indoor recreation space and common outdoor space. The project is GreenPoint Rated and includes a number of green building systems and components.

West Capitol Commons: This new 240,000+ sq. ft., publicly funded, 3-story apartment complex will include private garages located on the ground floor coupled with carports for tenants to utilize. On the property there will be a total of 12 3-story buildings which include 378 apartments, a Community Building, a Community Swimming Pool with equipment, and gazebos. This project will be built in phases, with the first phase consisting of 270 units.

City of Corona

Building Plan Review and Inspection Services



Greg Reneau, Building Official
(951) 963-6003, gregr@ci.corona.ca.us

Dates of Service: 7/2010 - Present

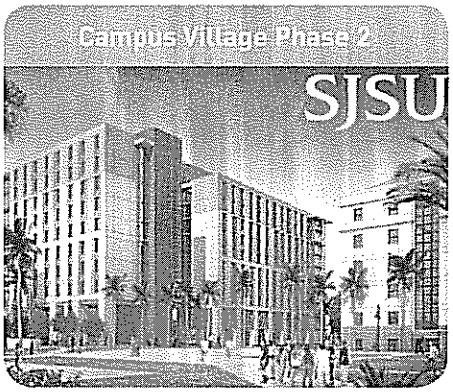
Bureau Veritas is currently providing building plan check, building inspection, and counter technician services for residential and commercial properties. We also provide on-site extension of staff as necessary, including a registered civil engineer to assist with an immediate need for building plan check.

BVNA assists the City in providing plan review services for small residential solar energy projects. Our team utilizes BVnet to take in projects electronically. Plans are then reviewed within 24 hours and comments are returned to the applicants. This system assists the City in meeting the requirements of AB 2188 for fast turnaround of these small solar energy projects.

Projects include:

Main Street Metro Urban Development: BVNA provides building plan review services for this new development in the City of Corona. This is a new mixed-use development that will bring 464 new one and two bedroom apartments, 77,000 sf of retail and restaurants, 683-1,280sf homes, two pools and spas, a dog park, and a sky deck with barbecue and bar area. Additionally, our team reviewed parking structures A, B, and C for this project. Parking structure A is a five tier open parking garage spanning 112,740 square feet. Parking structure B is a four tier open parking garage consisting of 109,543 square feet of parking space and 8,997 square feet of assembly use on the top. Parking structure C is a five tier parking garage that includes 169,714 square feet of parking space.

California State University, San Jose



Adam Bayer, Director of Planning, Design, and Construction
California State University, San Jose
adam.bayer@sjsu.edu

Dates of Service: 2014 - Present

Inspector of Record for Campus Village Phase 2
BVNA was recently selected to provide Inspector of Record (IOR) services for the Campus Village Phase 2 project. BVNA's IOR will verify that the construction of this new, 192,895 square foot, 10 story structure is completed in substantial compliance with the approved plans and specifications, applicable building codes, and CSU specific standards and regulations.

Full Plan Review of Campus Village Phase 2
BVNA was selected to provide plan review and access compliance review for the new 192,895 square foot Campus Village Phase 2 building. This building will consist of 10 stories with a partial basement and will house 850 beds, common area study rooms, lounges, a multi-purpose room, a recreation room, and other support spaces. Each dorm room is approximately 200 square feet.

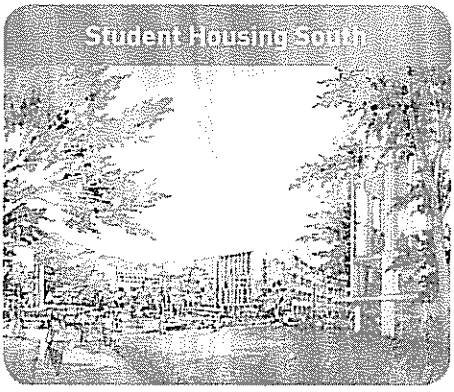
BVNA provided full plan review for compliance with Title 24 under the 2013 California Building Code. Reviews included architectural, structural, mechanical, plumbing, electrical, fire, accessibility, green and energy components. The project schedule for plan review was accelerated, allowing for two (2) weeks for the initial review. Our team worked closely with the Office of the State Fire Marshal as well as with San Jose State University to ensure a complete and accurate review was conducted.
Fire review included fire and life-safety issues, fire protection equipment such as sprinklers, notification devices, fire alarm panels, smoke protection, etc.

Construction valuation is estimated at $77 million.

Cal Poly San Luis Obispo

Plan Review Services

Annie Rendler, Project Manager
California Polytechnic State University
Building 70, Room 103A
P. 805.756.6540 F. 805.756.7566
rendler@calpoly.edu



Dates of Service: **2015**
Student Housing South: BVNA was selected to provide full plan review services for the new Student Housing South project. The project consists of seven buildings. These four and five story residential buildings will house an additional 1,444 student beds, 29 resident advisor spaces, and two bedroom apartments for professional staff. The total square footage is approximately 383,000. In addition to the housing structures, a welcome center and 483 structured parking spaces will be included, totaling to approximately 154,000 square feet. The total project budget is approximately $165 million which includes all site development, site utilities, parking, ramps, sidewalks, curb cuts, landscaping, site lighting, and signage.

CSU Sacramento

Plan Review Services

Building and Fire & Life Safety Plan Review for Student Housing Phasing II Project
BVNA was selected to provide full building and fire life safety plan review services for the Student Housing Phase II project at the CSU Sacramento campus. The master plan proposes to replace the existing dormitories with a brand new 8-story building that will be able to house 600 beds in a combination of suites and apartment-style units once it is done.

City Council Synopsis
March 22, 2016

5G

million acts of kindness

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a reimbursement agreement between Hall Equities Group and the City of Turlock in an amount not to exceed $149,032 for construction of transportation improvements identified in the Capital Facility Fee (Transportation) Nexus Study

Resolution: Appropriating $149,032 to account number 305-40-440.43272 "Reimburse Developers" to be funded from Fund 305 "Capital Facility Fee (Transportation) Reserves" for reimbursement of transportation improvements constructed by Hall Equities Group as identified in the Capital Facilities Fee (Transportation) Nexus Study

2. DISCUSSION OF ISSUE:

Hall Equities Group is currently constructing a new expansion to the Monte Vista Crossings South retail center at the northwest corner of Tuolumne Road and Countryside Drive. As part of the conditions of approval, Hall Equities Group will be constructing transportation improvements with the extension of Tuolumne Road west of Countryside and with the modification of the existing traffic signal at Countryside Drive and Tuolumne Road intersection. The cost of these improvements is $149,032.

A portion of the Tuolumne Road improvements is called out in the Capital Facility Fee (Transportation) Nexus Study. As such, the developer has the option to receive credits against its Capital Facility Fee (Transportation) charges on their building permit or reimbursement for public improvements following installation. Hall Equities Group wishes to take payment following installation of the public improvements. The funding to reimburse developers was not included in the approved FY 2015/16 budget nor the FY 2016/17 budget (second year of the two-year budget approved in June 2015) thus necessitating an appropriation. The timing of the actual reimbursement to the developer will depend on when they complete the work to the satisfaction of the City Engineer and the developer's request for reimbursement. Because of the uncertainty of when this

will occur, staff is requesting the latitude to appropriate the dollars in the appropriate fiscal year based on the completion of the work and the request for reimbursement.

3. BASIS FOR RECOMMENDATION:

A. All reimbursement agreement must be approved by the City Council.

Policy Goal #6: *Intelligent, Planned, Managed Growth*

General Principles:
#. Description

Action Item:
#. Description

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $149,032 to be reimbursed in either FY 2015/16 or FY 2016/17 depending on the completion date of the related improvements and request for reimbursement by Hall Equities.

Budget Amendment: Appropriate $149,032 to account number 305-40-440.43272 "Reimburse Developers" from the Fund 305 "Capital Facility Fee (Transportation) Reserve" during either FY 2015/16 or FY 2016/17 depending on when the related improvements are completed and the reimbursement requested.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve the motion and resolution as presented. Staff does not recommend this as this is a mechanism to spur economic growth through public infrastructure improvements and retail development.

RECORDING INFORMATION

When recorded, please return to:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 South Broadway, Suite 150
TURLOCK, CA 95380

REIMBURSEMENT AGREEMENT
BY AND BETWEEN THE
CITY OF TURLOCK
AND
HALL EQUITIES GROUP

THIS REIMBURSEMENT AGREEMENT (hereinafter this "**Agreement**") is entered into March 22, 2016, by and between the **CITY OF TURLOCK**, a general law city, organized and existing under the laws of the State of California (hereinafter the "City"), and **HALL EQUITIES GROUP,** a California corporation, (hereinafter the "Developer"). Developer and City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City has approved the Capital Facility Fee Nexus Study and the Northwest Triangle Specific Plan, including all of the area fees, studies, plans and documents (hereafter collectively referred to as the "Master Plan").

B. The Developer intends to develop that certain parcel of real property, consisting of approximately 5.635 acres located within the incorporated boundary of the City as diagrammed on the plat map set forth as Exhibit "A", and as set forth in the legal description in Exhibit "B" (the "Land"). The Developer has agreed to construct the necessary infrastructure improvements in order to facilitate the development of the Master Plan, to enter into this Agreement with the City, and to administer certain other common aspects of its development. "Infrastructure Improvements" shall mean those infrastructure improvements required by the Master Plan that are specifically covered in Exhibit "C."

C. The Developer may assign its interests in the Land without the prior written consent of City. The Land owned by the Developer within the Master Plan, the Infrastructure Improvements, and related improvements as described in the "Project Approvals" shall be together referred to as the "Project." "Project Approvals" shall mean the legislative and quasi-adjudicatory approvals by the City, including, but not limited to, the Master Plan and any tentative or final maps submitted to the City within the Project. "Subsequent Approvals" shall mean those approvals necessary to implement the Project Approvals that have not been conferred as of the date of this Agreement.

NOW, THEREFORE, in consideration of the promises and provisions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. General Provisions.

1.A. Incorporation of Recitals. The Recitals set forth above, the introductory paragraph preceding the Recitals, all defined terms and all exhibits described herein are hereby incorporated into this Agreement as if set forth herein in full.

1.B. Effective Date. This Agreement shall become effective upon the execution of the Agreement by the City and Developer ("Effective Date").

1.C. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until "Project Completion." For purposes of this Agreement, "Project Completion" shall mean the date on which all infrastructure improvements defined in Exhibit "C" have been constructed by the Developer, all improvements have been accepted by the City and Developer has received all Reimbursements, not to exceed $149,032.

Section 2. Definitions. In this Agreement, unless the context otherwise requires:

2.A. "City" or "Turlock" shall mean the City of Turlock.

2.B. "Cost of Improvements" shall mean the fixed dollar amount set forth in Exhibit "C".

2.C. "Developer" means **HALL EQUITIES GROUP** its members ("Members"), and the Developer's assignees and/or successors-in-interest.

2.D. "Effective Date" shall have that meaning set forth in Section 1.B of this Agreement.

2.E. "Infrastructure Improvements" shall mean those infrastructure improvements required by the Master Plan that are specifically covered in Exhibit "C."

2.F. "Land" is defined in Recital B and incorporated herein by reference.

2.G. "Project" includes the Land plus Infrastructure Improvements at the densities, intensities and uses as described in the Project Approvals.

2.H. "Project Approvals" means the legislative and quasi-adjudicatory approvals by the City, including but not limited to the General Plan Amendment, Zoning Reclassifications, the Master Plan, and any subsequent planned developments, tentative or final maps submitted to the City within the Project area.

2.I. "Project Completion" shall have that meaning set forth in Section 1.C of this Agreement, which is incorporated herein by reference.

2.J. "Reimbursements" shall mean the sum paid to developer for construction of Infrastructure Improvements.

2.K. "Subsequent Approvals" shall mean those approvals necessary to implement the Project Approvals that have not been conferred as of the Effective Date of this Agreement.

Section 3. Obligations of Developer and City.

3.A. Obligation of Developer. Entirely at Developer's cost, Developer shall construct or provide for the construction of the Infrastructure Improvements specifically set forth on Exhibit "C." attached hereto. All such construction shall be performed by duly licensed contractors. All contractors performing work on the Infrastructure Improvements shall pay the general prevailing wage rates of per diem, overtime and holiday wages as determined by the Director of the Department of Industrial Relations pursuant to California Labor Code §1720 et seq. For any construction that will take place in a City right-of-way, Developer or its contractors shall apply for and obtain a City encroachment permit and provide all required insurance and security. All construction is to be inspected and approved by City and must be completed in accordance with City of Turlock Standard Specifications and Drawings and requirements as determined by the City Engineer. Developer shall make all dedications, pay all exactions and be subject to all conditions which are set forth in this Agreement and in the Project Approvals. Developer shall not be required to construct any Infrastructure Improvements in areas where the City has not obtained the necessary rights-of-way from individuals or entities other than Developer.

3.B. Obligation of City. City will reimburse developer the sum designated in Exhibit "C" within Sixty (60) days following completion of the work, or portions thereof, by the Developer and acceptance by the City. At the Developers request, City shall provide Capital Facility Fee credits up to the amount in Exhibit "C" should the issuance of the Building permit occur prior to completion of work. The fee credit amounts received by Developer shall be considered the same as reimbursement and shall reduce the reimbursement amount due by the amount of the credit.

Section 4. Development of Project. The Project's permitted uses; density and intensity of use; provisions for reservations or dedication of land for public purposes and location of public improvements; location of public utilities; and other terms and conditions of development applicable to the Project, shall be those set forth in this Agreement, the Project and the Project Approvals, and any amendments thereto.

Section 5. Developer Reimbursements.

5.A. Infrastructure Improvements. Developer is making a capital advance to construct a portion of the infrastructure improvements required by the Master Plans. In order for Developer to recover its contribution for the construction of the infrastructure of the Master Plans, City agrees to the mechanisms outlined in this Agreement to provide Developer the Reimbursement of its cost of improvements for the Project's Infrastructure Improvements as set forth in Section 1.C of this agreement.

5.B. Priority of Infrastructure Improvements for Reimbursements. Reimbursement for the Cost of Improvements for the Infrastructure Improvements set forth in Exhibit "C" shall have priority and shall be repaid to Developer prior to any Reimbursements for any offsite construction in the Master Plan areas. City shall reimburse developer within 60 days of Developer submitted invoices for work completed, or portions of work completed, per City review and approval.

5.C. Completion of Reimbursements. At such time as Developer has received cash Reimbursements or fee credits equal to the Cost of Improvements for the Infrastructure Improvements in the sum not to exceed $149,032 as set forth in the City of Turlock Capital Facility Fee Nexus Study, the City shall have no further obligation under this Agreement.

Section 6. Third Party Beneficiary. Nothing herein shall be construed to create any right of a third party to enforce this Agreement or to seek any benefit there from.

Section 7. Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of the City and Developer.

Section 8. Third-Party Legal Challenger. In the event of any legal or equitable act, action, or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action. In the event any legal action or special proceeding is commenced by any person or entity, other than a party or a member of Developer, challenging this Agreement or any provision herein, the Developer or members of Developer agree to cooperate with each other in good faith to defend said lawsuit, each party and any member of Developer to be liable for its own legal expenses and costs. Notwithstanding the foregoing, City may elect to tender the defense of any lawsuit filed by a third person or entity to Developer and/or member of Developer to the extent applicable thereto, and, in such event, Developer and/or member of Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, attorneys' fees and expenses of litigation ordered to the prevailing party or parties in said litigation. Developer and/or member of Developer shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief, without the consent of the City. City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 9. Default.

9.A. Legal Action. City and Developer may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default; to enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof; or to obtain any remedies consistent with the purpose of this Agreement. Provided however that this Agreement creates no obligation in the Developer to develop the Project or to develop the Project at any given rate, and therefore, City shall not have the right to seek specific performance or any other legal remedy against the Developer with respect thereto, nor to seek specific performance to compel construction of any improvements. Any legal actions hereunder shall be initiated in the Superior Court of the County of Stanislaus, State of California, or in the Federal District Court in the Eastern District of California.

9.B. Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary or appropriate costs incurred in the litigation.

Section 10. Hold Harmless Agreement. Developer agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the direct operations of the Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on its behalf with respect to the Project. Developer agrees to and shall defend the City and its officers, agents, employees, and representatives from

actions for damages caused or alleged to have been caused by reason of Developer's direct activities in connection with the Project.

Section 11. No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that: (1) the Project is a private development; (2) the City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that the City accepts the same pursuant to its ordinances or in connection with the various Project Approvals; (3) Developer shall have full power over and exclusive control of the Project, subject only to the limitations and obligations of Developer under the Project Approvals and this Agreement; and (4) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between the City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 12. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 13. Conflict Between Agreement and Exhibits. If a conflict exists between the terms of the Agreement and the Exhibits, the Agreement shall control over the inconsistent portion of any Exhibit.

Section 14. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested, or by overnight or other courier service. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after refusal of delivery of a registered or certified letter containing such notice, properly addressed, with postage prepaid. If personally delivered, a notice shall be deemed to have been given when delivered to the party or refused by the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to: City of Turlock
156 S. Broadway, Suite 230
Turlock, California 95380
Attn: City Manager

If to Developer, to: Hall Equities Group,
1855 Olympic Blvd. Suite 300
Walnut Creek CA 94596

Section 15. Estoppel Certificate. Within forty-five (45) days following any written request which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; and

There are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and

Any other reasonable information requested. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the party which fails to deliver such statement that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting parties, and as to such other information reasonably requested by the requesting party. Developer shall be entitled to one estoppel certificate per year without any fee being assessed by the City. For any additional estoppel certificates requested in a single year the City may charge Developer a reasonable fee, not to exceed $250, directly related to the actual cost to prepare the certificate.

Section 16. Entire Agreement. This Agreement consists of six (6) pages plus Exhibits "A" through and including "C" which constitute, in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

Section 17. Binding Effect. The burden of this Agreement shall bind, and its benefits shall inure to the successors-in-interest of the City and Developer.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

CITY OF TURLOCK, a municipal corporation

By:_____
Gary Soiseth, Mayor

or

_____
Michael I. Cooke, Interim City Manager

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY

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

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

HALL EQUITIES GROUP

By: _____

Title: _____

EXHIBIT "A"
Project Parcel Plat Map

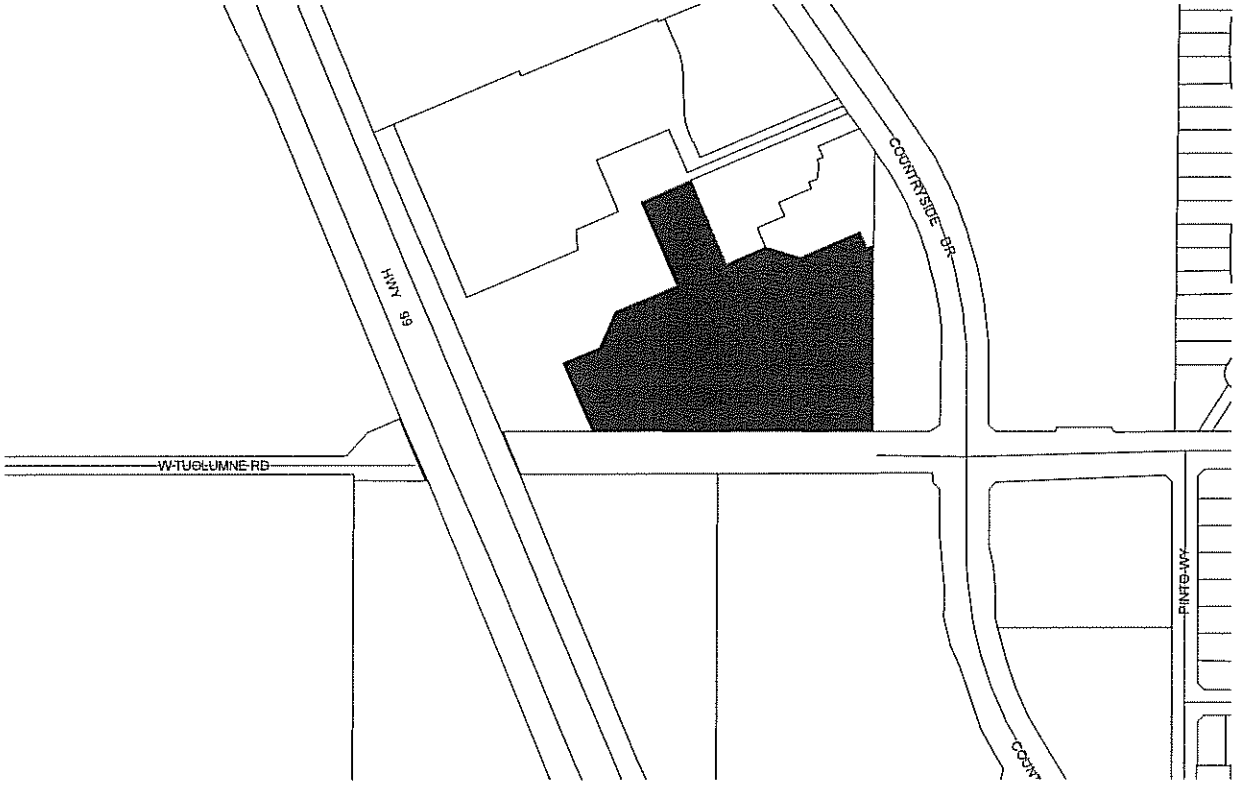


EXHIBIT "B"
Project Parcel Description

The Remainder parcel as shown on Parcel Map No. 14-01 filed on December 17, 2014, in Book 57 of Parcel Maps, at Page 9, Stanislaus County Records. Located in a portion of Section 9, Township 5 South, Range 10 East, Mount Diablo Base and Meridian in the City of Turlock, County of Stanislaus, State of California,

Site Address: Countryside Drive, Turlock CA 95380

APN: 088-026-010

Infrastructure Improvements and Reimbursement Amount

CFF Improvements in Tuolumne Road

Scope: Installation of 40' Center Section of Tuolumne Road and the modification of the Traffic Signal at Tuolumne Road and Countryside Drive.

See attached Hall Equities Request.

Hall Equities Group™
Real Estate Investment · Development · Management

CFF Improvements in Tuolumne Road

EXHIBIT "C"
Infrastructure Improvements and Reimbursement Amount

Construction:	$140,065
Engineering Design:	$2,100
Construction Engineering and Staking:	$1,135
Turlock DB, LLC Project Management Fee:	$5,732
TOTAL REIMBURSEMENT:	**$149,032**

EXHIBIT "C" 3 OF 3

REVISION 44
Bid Date: 12/23/2015
Time: 5:00PM

Quote Number: 15090OR1
Hall Equities Group

Proposal for:

Tuolumne Road 12-23-15 - City Of Turlock Portion

From

Ross F Carroll
8873 Warnerville Rd , Oakdale, CA 95361
LN: 606462 Type: A
Phone: (209) 848-5959 Fax: (209) 848-5955

ROSS F. CARROLL, INC.
General Engineering Contractor

Project No.15090 OS

	Item	Description	Quantity	Unit	Unit Price	Total Price
15		**City Of Turlock Portion Of Tuolumne Rd - Prevailing Wages**				
	01	Remove Existing Asphalt	1,080.00	SF	2.5000	2,700.00
	02	Rough Grade	550.00	CY	6.0000	3,300.00
	03	Off Haul Excess Soil	550.00	CY	13.5000	7,425.00
	04	3" AC Over 6 1/2" AB Paving	13,325.00	SF	2.6000	34,645.00
	05	Stripe And Signs	1.00	LS	3,000.0000	3,000.00
	06	Finish Grade Swale	325.00	LF	5.0000	1,625.00
	07	Remove Existing Utilities	1.00	LS	20,125.0000	20,125.00
	08	Extruded Curb	315.00	LF	12.0000	3,780.00
	09	Design& Submit To City T.S. Modification Excludes Fees	1.00	LS	9,000.0000	9,000.00
	10	Traffic Signal Modification	1.00	LS	50,825.0000	50,825.00
	11	2 X 6 Header Board	58.00	LF	5.0000	290.00
	19	Pay And Performance Bond	1.00	LS	3,350.0000	3,350.00
					Total:	140,065.00
					Total:	**140,065.00**

Attachment Enclosed

Estimator: Donald Ingram

SharpeSoft Generated by a SharpeSoft Product

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $149,032 TO ACCOUNT NUMBER 305-40-440.43272 "REIMBURSE DEVELOPERS" TO BE FUNDED FROM FUND 305 "CAPITAL FACILITY FEE (TRANSPORTATION) RESERVES" FOR REIMBURSEMENT OF TRANSPORTATION IMPROVEMENTS CONSTRUCTED BY HALL EQUITIES GROUP AS IDENTIFIED IN THE CAPITAL FACILITIES FEE (TRANSPORTATION) NEXUS STUDY	**RESOLUTION NO. 2016-**

WHEREAS, Hall Equities Group is currently construction a new expansion to the Monte Vista Crossings South retail center at the corner of Tuolumne Road and Countryside Drive; and

WHEREAS, Hall Equities Group will be constructing transportation improvements with the extension of Tuolumne Road west of Countryside and with the modification of the existing traffic signal at Countryside Drive and Tuolumne Road intersection; and

WHEREAS, reimbursements for the constructed transportation infrastructure will necessitate the City of Turlock reimbursing Hall Equities Group from impact fees collected in the amount of $149,032; and

WHEREAS, the funding to reimburse developers was not included in either the FY 2015/16 nor the FY 2016/17 budget (approved as part of a two-year budget in June 2015) thus necessitating an appropriation; and

WHEREAS, due to uncertainty of the timing of the payment, staff is requesting the latitude to appropriate the dollars in the fiscal year corresponding with the completion of the work and the request for reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $149,032 to account number 305-40-440.43272 "Reimburse Developers" from Fund 305 "Capital Facility Fee (Transportation) Reserves" for reimbursement of transportation Improvements constructed by Hall Equities Group as identified in the Capital Facilities Fee (Transportation) Nexus Study.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby give staff the latitude to appropriate the dollars in the appropriate fiscal year based on the completion of the work and the request for reimbursement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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 Council Synopsis
March 22, 2016

5H

million acts of kindness

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Memorandum of Understanding (MOU) with the Stanislaus Business Alliance

2. DISCUSSION OF ISSUE:

The Stanislaus Business Alliance is a private-public organization. It is the unique blending of economic development activities and workforce development assistance that provides for professional one-stop services for existing and prospective companies in Stanislaus County. Within the Alliance are the following key departments:

- Corporate Relocation
- Business Assistance
- Small Business Development Center
- Business Resource Center
- Enterprise Zone Assistance
- Education Foundation
- Alliance Worknet

The mission of the Stanislaus Business Alliance is overseeing both economic development and workforce training activities for the County. Under its leadership, the Alliance is committed to creating a blueprint for success, which can make Stanislaus the strategic business choice for existing and expanding businesses by focusing on job creation, business assistance and workforce preparation activities.

Having a Memorandum of Understanding to clearly articulate expectations of the relationship is a new process. The City of Turlock has been a member of the Stanislaus Business Alliance since 1994. Over the last year, the Alliance has sought to strengthen its relationship with each City within the County and to find additional avenues for collaboration. Specifically to Turlock, the Alliance has agreed to the following in the MOU

Conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Turlock;

Continue with the Local Industry Program for the base sector employers in Turlock and will include a representative of the City on those interactive visits.

Provide the City of Turlock with on-going market and economic analyses through the Alliance Resource Center on a variety of important business sector topics based on the City of Turlock's priorities and goals. Information will be used at the City's discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).

Coordinate collaborative visits, recruitment trips and trade show participation for such events as the Processors Convention, ICSC events, as well as other retail trade shows.

Support and coordinate with the City of Turlock on workforce support efforts such as partnering or co-hosting hiring events, holding workforce related events to support local employers as well as other types of training for local businesses.

Partner with Turlock on potential industry visits by continuing to involve City of Turlock in prospect meetings as well as participating in Trade show exhibits.

Support the City of Turlock in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDS) and other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.

Facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Turlock.

Investigate the opportunity and feasibility of developing a co-working space in Downtown Turlock to encourage entrepreneurial efforts for fledgling businesses, microenterprises and other job creation opportunities.

Continue to advocate for the establishment of an effective Entrepreneurial Program at CSU Stanislaus as well as explore the feasibility of having a full time Small Business Development Center (SBDC) staff person located in Turlock to serve the Turlock business community.

Alliance quarterly progress reports shall be submitted on a four times a year basis describing activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Alliance Research Office, the Business Services Unit and the Small Business Development Center.

Over the last year, the City of Turlock and the Stanislaus Business Alliance have partnered to do engage in several economic development activities with great success. Some of those activities have included business retention surveys and meeting with base sector employers, co-sponsoring and co-hosting job fairs and hiring events for dd's Discounts, Hilmar Cheese and others.

3. BASIS FOR RECOMMENDATION:

A. The purpose of the memorandum of understanding is to express collaboration between the City of Turlock and the Stanislaus Business Alliance with regard to the joint implementation of the County-wide economic development and marketing strategy and clarify roles and responsibilities.

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: *Economic Development*

General Principles:
2. Create and retain jobs.
3. Support the Business community.
5. Collaborate with economic development stakeholders

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – Dues paid to the Alliance have already been budgeted as part of the budgetary process.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

No environmental determination is needed or required.

7. ALTERNATIVES:

A. The Council could choose to decline entering into the MOU with the Stanislaus Business Alliance. This option is not recommended as the collaboration of efforts by the City of Turlock and the Alliance has been extremely successful in creating local jobs in our community.

MEMORANDUM OF UNDERSTANDING #2
BETWEEN
THE STANISLAUS BUSINESS ALLIANCE
AND THE CITY OF TURLOCK
REGARDING
THE JOINT IMPLEMENTATION OF THE COUNTYWIDE
ECONOMIC DEVELOPMENT PLAN AND MARKETING STRATEGY

The Stanislaus Business Alliance (Alliance) and the City of Turlock, (CITY) intend to work together to implement a Countywide Economic Development Plan and Marketing Strategy.

This Memorandum of Understanding (MOU) # 2 is to facilitate the Alliance and the City of Turlock's desire to effectively communicate strategies and information with local and regional partners that will maximize their contribution toward the achievement of Turlock's economic development goals. Further, this Memorandum of Understanding #2 establishes the parameters for a successful partnership between the Alliance and the City of Turlock and outlines the general responsibilities to be carried out by both parties.

This MOU #2 is intended to establish the basic tenets of a collaborative and successful working relationship between the City of Turlock and the Alliance to create more jobs for Turlock and the region, but does not impose a legal obligation on either party. Together, the City of Turlock and the Alliance will:

1. Work together to identify target sectors for joint initiatives including, but not limited to, biotechnology, agribusiness, manufacturing, clean energy, environmental sciences, and information and communication technologies;

2. Work together to identify opportunities for strategic partnerships and alliances between private sector companies in Turlock and the Stanislaus County Region;

3. Explore opportunities for joint trade promotion and joint promotional activities related to the tourism, cultural and sports sectors;

4. Exchange best practices/lessons learned in assisting the private sector with inland port development;

5. Examine options for co-operative activity to facilitate development of strategic partnerships/collaborations between the jurisdictions' respective inland ports, particularly as they relate to value-added and complementary services supporting their respective business communities;

6. Examine options for co-operative activity in existing and emerging knowledge/innovation economy partnerships in the Midwest; and

OK for Agenda

7. Leverage collaborative efforts amongst members throughout Stanislaus County and the Region with a particular focus on trade and business development, knowledge/innovation, economy development, life sciences, biotechnology, and information technology development.

The City of Turlock and the Alliance recognize the benefits of ongoing, regular contact between their respective organizations to promote economic development and job creation and identify areas in which there are opportunities for joint co-operation.

The following are general actions and activities to be undertaken by the Alliance and by the City of Turlock in the implementation of the Countywide Economic Development Plan and Marketing Strategy first adopted on August 12, 2003 and the Alliance 2008-2013 Strategic Plan approved on November 19, 2007. The Alliance in conjunction with Stanislaus County and all of the cities are completing work on a 2016-2020 Strategic Plan. In addition, the City will be moving ahead to apply for United States Economic Development Administration (EDA) funds for a project contained in the Countywide Economic Development Plan and Marketing Strategy (CEDS) plan.

Specifically, the Stanislaus Economic Development and Workforce Alliance:

1. Will conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Turlock;

2. Will continue with the Local Industry Program for the base sector employers in Turlock and will include a representative of the City on those interactive visits.

3. Will provide the City of Turlock with on-going market and economic analyses through the Alliance Resource Center on a variety of important business sector topics based on the City of Turlock's priorities and goals. Information will be used at the City's discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).

4. Will coordinate collaborative visits, recruitment trips and trade show participation for events such as the Processors Convention, ICSC events, as well as other retail trade shows.

5. Will support and coordinate with the City of Turlock on workforce support efforts such as partnering or co-hosting hiring events, holding workforce related events to support local employers as well as other types of training for local businesses.

6. Will partner with Turlock on potential industry visits by continuing to involve the City of Turlock in prospect meetings as well as participating in Trade show exhibits.

7. Will support the City of Turlock in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDS) and other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.

8. Will facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Turlock.

9. Will investigate the opportunity and feasibility of developing a co-working space in Downtown Turlock to encourage entrepreneurial efforts for fledgling businesses, microenterprises and other job creation opportunities.

10. Will advocate for the establishment of an effective Entrepreneurial Program at CSU Stanislaus as well as explore the feasibility of having a full time Small Business Development Center (SBDC) staff person located in Turlock to serve the Turlock business community.

11. Alliance quarterly progress reports shall be submitted four times a year, as set forth below, and will describe activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Alliance Research Office, the Business Services Unit and the Small Business Development Center. These Quarterly Reports will be submitted on or before the following due dates during each year as follows:

    - Quarter #1: March 14
    - Quarter #2: June 14
    - Quarter #3: September 12
    - Quarter #4: January 10

    These reports will provide ongoing, updated information to the City of Turlock relative to the progress of the aforementioned Marketing Strategy as well as the adopted Alliance Program of Work for Year 2016. These reports will include the current focus of the campaign as well as the number and type of responses received.

Specifically, <u>the City of Turlock:</u>

12. Will assist in providing the necessary staff support based on the availability of staff resources and the City of Turlock's specific priorities in response to stated business needs. Further, the City will respond and actively participate in programs with existing companies or new firms interested in relocation or expansion to the Turlock area.

13. Will facilitate ease of access and assistance to all businesses with regard to zoning and permitting in compliance with the City of Turlock's adopted land use regulations and building codes and consistent with Turlock's adopted growth and land use policies and objectives.

14. Will provide current data as it relates to changes in land use issues, infrastructure upgrades, zoning, fee structures or any other jurisdictional actions which assist in meeting the stated objectives of this MOU and that impact the ability of the Alliance to respond to stated business issues and concerns.

15. Will interact with the Alliance Marketing Team subject to staffing, time and monetary constraints. Participation will be at a level deemed appropriate based on any restraints as defined.

16. Will encourage elected officials to actively support business park creation, job creation opportunities, job retention and new business development.

Either party may withdraw or terminate its participation in this MOU at any time or for no reason, by providing the other party with written notice of its intent to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized. Further, this MOU#2 is consistent with the original intent of the Countywide Economic Development Plan and Marketing Strategy and the responsibilities as outlined, meets with the approval of both parties to this Memorandum of Understanding #2.

Alliance	**City of Turlock**
Signature: _____	Signature: _____
David White, Chief Executive Officer	Gary Soiseth, Mayor
	Or: Signature: _____
	Michael Cooke, Interim, City Manager
Date_____	Date_____

City Council Synopsis
March 22, 2016

5I

million acts of kindness

From: Garner R. Reynolds, Acting Municipal Services Director

Prepared by: Garner R. Reynolds, Acting Municipal Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Darling Ingredients, Inc., for the sale and use of recycled water

2. DISCUSSION OF ISSUE:

The City of Turlock recently received approval from the State for the City's Recycled Water Program, and in September 2015 City Council adopted the Recycled Water Program. The Program provides an opportunity to supply recycled water for residential and commercial irrigation, construction related use, agricultural irrigation, water for industrial purposes (including process cooling water), and other uses as allowed by State law the City's approved Recycled Water Program.

Darling Ingredients Inc. is a developer and producer of sustainable natural ingredients from edible and inedible bio-nutrients. The Company offers a range of ingredients and specialty solutions for customers in the food, pet food, pharmaceutical, feed, fuel, bioenergy, and fertilizer industries. The facility employs 48 local area employees and has been a critical service provider in the Central Valley since 1952. They have requested to utilize recycled water at their facility for use as process water for their facility located at 11946 Carpenter Road, Crows Landing, California, 95313, which is adjacent to the Harding Drain pipeline. The agreement is for up to 100,000 gallons per day at a cost of $1.07 per thousand gallons and a monthly meter fee of $48.50. At the maximum use, the project would provide approximately up to $39,000 in revenue annually.

3. BASIS FOR RECOMMENDATION:

A. The project will utilize recycled water to the benefit of the region.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:
#2. Municipal infrastructure is crucial to retain and attract business

Action Items:
2. Implement projects that improve groundwater sustainability
3. Maximize beneficial reuse of recycled water

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Notice of Exemption

7. ALTERNATIVES:

A. Do not approve the agreement. This alternative is not recommended as this partnership furthers the City's goal of maximizing the beneficial reuse of our recycled water in the region.

EXHIBIT A

AGREEMENT
between
CITY OF TURLOCK
and
DARLING INGREDIENTS INC.
for
PROVISION OF RECYCLED WATER

THIS AGREEMENT is made this 22nd day of March, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **DARLING INGREDIENTS INC.**, a Delaware Corporation, hereinafter referred to as "CORPORATION."

W I T N E S S E T H:

WHEREAS, the Corporation requests a supply of Recycled Water for use as Process Water at their facility located at 11946 Carpenter Road, Crows Landing, California, 95313 (Facility); and

WHEREAS, the Corporation proposes to construct the necessary facilities to receive Recycled Water from the City's transmission facility to the address above; and

WHEREAS, the City is willing to provide Recycled Water to the Facility, and the Corporation desires to obtain Recycled Water Services from the City. The City and Corporation have determined that providing Recycled Water to meet the Facilities requirements is in the best interest of the City, the Corporation, and its customers.

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

1. Definitions:

(a) City: City of Turlock.

(b) Corporation: Darling Ingredients Inc.

(c) Facility: Darling Ingredients Inc. facility located at 11946 Carpenter Road, Crows Landing, California, 95313, as shown on Attachment 1.

(d) Process Water: Water used in the facility including but not limited to the washing down of indoor and outdoor areas within the Facility as governed by the City's Recycled Water Program requirements.

(e) Recycled Water: The disinfected tertiary treated wastewater from the Turlock Regional Water Quality Control Facility.

(f) TRWQCF: Turlock Regional Water Quality Control Facility.

2. Recycled Water Supply:

(a) The City agrees to make available up to 100,000 gallons per day of Recycled Water to the Corporation for use as Process Water at their Facility.

(b) The Recycled Water made available by the City for use as Process Water by the Facility will meet the reclamation specifications set forth in any permits issued to the CITY by the Central Valley Regional Water Quality Control Board existing at the time this agreement is executed. Recycled Water provided by the City pursuant to this agreement shall be the best quality available from the TRWQCF. Recycled Water provided is to be used for non-potable uses only. Any additional treatment of Recycled Water that may be necessary to render Recycled Water suitable for the proposed non-potable use in the Facility, and all costs thereof, will be the sole responsibility of the Corporation.

(c) Use of recycled water for potable use is strictly prohibited.

3. Emergency Suspension or Reduction / Emergency Notice Procedure:

(a) If an emergency exists as determined by the City, and the suspension or reduction of available Recycled Water delivery is necessary, such service may be suspended or reduced by the City in its sole discretion with emergency notice given to the Corporation.

(b) Emergency notice shall be given to the Corporation in the following manner:

(1) The City shall immediately give notice by telephone to the Corporation Contact: General Manager – Office No.: (209) 690-3722; or Corporate Designee: VP of Operations (209)-690-3722.

(2) The City shall send written confirmation of the emergency to the Corporation Contact listed above by electronic means or by personal delivery within forty-eight (48) hours of the emergency.

(c) The City shall use its reasonable best efforts to limit the duration of the emergency suspension or reduction.

(d) For purposes of this Agreement, an "emergency" shall include but not be limited to: a biological, electrical, or mechanical failure; an upset at the Turlock Regional Water Quality Control Facility; and/or noncompliance with permit effluent limitations that affects the City's ability to make available Recycled Water to the Corporation.

4. Conditions Precedent to Supply of Recycled Water:

As conditions precedent to the City's obligation under this Agreement to supply Recycled Water to the Corporation's Facility, the Corporation shall undertake and complete, at its sole expense, unless otherwise noted, the following tasks:

(a) Design and construct a Recycled Water Supply Line from the City's Harding Drain Bypass Pipeline to the Corporation's Facility.

(b) Fund any and all engineering, permitting and costs required for the connection to the City's Harding Drain Bypass Pipeline.

(c) Obtain all easements necessary for the construction of the Recycled Water supply line to the Corporation's Facility required to be constructed under this Agreement.

(d) Obtain all permits necessary to construct the Recycled Water supply line to the Corporation's Facility and to implement this Agreement. The Corporation agrees that it will bear primary responsibility for securing all permits. The City shall provide assistance and all relevant and available information to the Corporation for its use in obtaining these permits.

(e) Corporation shall abide by all requirements of City Rules and Regulations for Recycled Water Use and any and all documents cited within that document as well as any requirements imposed in the future by State or Federal agencies related to recycled water use.

(f) Ensure that all Recycled Water provided directly out of the Harding Drain Bypass Pipeline by the City, that has not been treated further by the Corporation, will be used within the boundaries of the Corporation's Facility. The Corporation agrees that it will put all Recycled Water to a use that is reasonable and beneficial, and shall comply with all applicable Federal, State, and local laws, rules and/or regulations. The Corporation will maintain books and records with regard to the use of any and all water provided pursuant to this Agreement sufficient to enable City to show proof of the reasonable and beneficial use of said water.

(g) Acknowledge that the City makes no warranty or representations as to the quality or fitness for use of the Recycled Water. The Parties acknowledge that Corporation is familiar with the quality of the Recycled Water, and that Corporation shall be responsible for all necessary measures at its own expense for any testing, treatment, and other steps required for the intended use(s) of the Recycled Water.

(i) Complete Reporting requirements as described in the City Rules and Regulations for Recycled Water Use as required by the City.

5. Recycled Water Supply Reductions:

(a) City's obligation to make available Recycled Water and Corporation's obligation to receive and pay for Recycled Water pursuant to the terms of this Agreement will, at all times, be subject to the following conditions: (1) any State Water Resources Control Board and Regional Water Quality Control Board permit(s) issued to facilitate the transfer contemplated by this Agreement; (2) applicable Federal, State and local laws and regulations now in existence and as may be modified from time to time which make it impracticable for City to provide Recycled Water, as determined by the City in its sole discretion; (3) failure of facilities, intervening acts, including litigation brought by third parties, or actions of any Federal, State or local agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of Recycled Water otherwise available to City; (4) any action, legislation, ruling or determination adverse to City preventing its ability to meet obligations under the Agreement and beyond the reasonable control of City. In the event a condition necessitating a water supply reduction has occurred, each Party shall notify the other in writing as soon as practicable of the existence of the condition. In the event any such factors render it impracticable for either or both parties to substantially perform under this Agreement,

either party may terminate this Agreement prior to expiration of the term of this Agreement by providing ten (10) working days written notice.

6. Fees and Charges:

(a) No connection fee shall be charged by the City for the Recycled Water connection.

(b) In addition to the costs/expenses identified in paragraph 4, the Corporation shall pay for the cost for installation of the 6" flanged outlets on the FE piping. Cost includes Ameron outlets. City will install a 6" stainless steel gate valve and blind flange. Cost to Corporation shall be $4,480.00. The City will install a 6" meter, backflow device and cap, to be paid by the Corporation.

(c) The City will issue monthly billing statements to the Corporation for the Recycled Water delivered to the Corporation's Facility which will be due and payable on the first business day of each month, and will be considered delinquent if not paid within thirty (30) days of the due date.

(d) During the initial term of this Agreement, the Recycled Water shall be metered and charged at a cost of $1.07 per 1,000 gallons of Recycled Water delivered to the Facility.

(e) During the term of this Agreement, the Corporation shall pay a monthly meter replacement fee of $48.50.

7. No Entitlement to Water.

Corporation and City agree that the delivery of the Recycled Water under this Agreement will not: (1) give Corporation a continued right to acquire City water beyond the term of this Agreement, (2) be deemed a transfer of a water right or of any ownership interest in water rights, or (3) be deemed any indication or evidence of a reduction of City's water demand or use.

8. Force Majeure:

Except as otherwise provided herein, all obligations of the parties hereto will be suspended so long as, and to the extent that, the performance thereof will be prevented by earthquakes, fires, tornadoes, facility failures, floods, drowning, strikes, other casualties or acts of God, orders of court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the parties hereto.

9. Dispute Resolution:

(a) The parties agree to use best efforts to settle all disputes between themselves arising under this Agreement. The parties further agree that all disputes arising under this Agreement shall be processed exclusively in accordance with the procedures set forth in this Section 9.

(b) Any dispute arising under this Agreement shall be submitted to a disputes resolution committee composed of the City's Director of Municipal Services and the Facility General Manager.

(c) In the event the dispute is not resolved by the disputes resolution committee within thirty (30) calendar days of the first meeting of the committee to resolve the dispute ("first committee meeting"), then each party shall submit a written statement to the other party describing the specific basis for the dispute and a proposal for resolution of the dispute. The date to submit the written statement to the other party ("submittal date") shall be set by the disputes resolution committee and in the absence of agreement on the submittal date; the submittal date shall be sixty (60) days after the first committee meeting. In the event that a party fails to submit such notice to the other party by the submittal date, that party shall be deemed to have waived all present and future claims with respect to that dispute.

(d) The City's City Manager and the Corporation's General Manager shall attempt to resolve the dispute within fifteen (15) calendar days of the submittals provided pursuant to Section 9(c). The parties may mutually agree to extend the 15-calendar day period.

(e) In the event that the City's City Manager and the Corporation's General Manager are unable to resolve the dispute as provided above, both parties retain all remedies available to them.

10. Term of the Agreement:

(a) The initial term of this Agreement shall commence upon execution of the Agreement by both parties and shall continue for a period of ten (10) years.

(b) City or Corporation may provide notice of intent to extend the term of this Agreement for an additional 5 (five) year term by serving written notice to the other party at least six (6) months prior to expiration of this Agreement. If no written notice of intent to extend the term of this Agreement is received, then the agreement shall expire at the end of the term. If written notice of intent to extend the term is provided, the parties agree to negotiate in good faith for such extension upon such terms and conditions as may be reasonable, recognizing the then existing technology, the circumstances and conditions of the parties, and the demand for and marketability of the Recycled Water to users other than the Corporation. If the parties are unable to agree on such terms and conditions, then this Agreement shall expire at the end of the initial term.

11. General Provisions:

(a) In the event that any of the terms, covenants, or conditions of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to either party, person, or circumstance by any court of competent jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this Agreement.

(b) This agreement is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than the other party.

(c) Each party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of its responsibilities under this Agreement.

(d) Whenever any act is required to be performed under this Agreement, and the manner in which such act is to be performed is not otherwise specifically detailed, such act shall be performed in a diligent and timely manner.

(e) "Time is of the essence" is with reference to all provisions of this Agreement.

(f) This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement may be amended only by a written instrument duly executed by both of the Parties.

(g) Except as otherwise required by law, this Agreement is made under and shall be deemed to be governed by the laws of the State of California.

(h) Each party agrees upon request by the other party, to make, execute, and deliver any and all documents reasonably required to implement this Agreement.

(i) This Agreement provides the Corporation with a contractual right, subject to the terms and conditions of this Agreement, to receive Recycled Water from the City, but is not intended to provide, nor shall it provide to the Corporation, any right, title, or claim of ownership in the underlying water rights in and to Recycled Water.

(j) All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if (a) served personally on the person to whom notice is to be given, or (b) sent by electronic mail, or (c) on the third day after mailing, if mailed to the person to whom notice is to be given by first class mail, postage-prepaid, and properly addressed to the following designated representatives of the Parties:

City:
Municipal Services Director
City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380-5454

Corporation:
General Manager
Darling Ingredients Inc.
PO Box 1608
11946 Carpenter Road
Crows Landing, CA 95313

With a Copy to:
Darling Ingredients Inc.
251 O'Conner Ridge Blvd. Suite 300
Irving, Texas 75308
Attn: General Counsel

12. Liability, Indemnity, and Insurance:

(a) To the fullest extent permitted by law, the Corporation shall indemnify and hold harmless and defend the City and/or the City's officers, officials, agents, employees or authorized volunteers from and against any and all liability, losses, claims, causes of action, proceedings, damages, expenses, demands, settlements, and costs (including, but not limited to, interest, penalties, attorney, expert witness and consulting fees, and litigation costs), in law or equity, of every kind or nature whatsoever for, including but not limited to injury to or death of any person including the City or the Corporation, or the directors, officials, officers, agents, employees, or authorized volunteers of either of them, and damages to or destruction of property of any person, including but not limited to, the City or the Corporation or the directors, officials, officers, agents, employees or authorized volunteers of either of them ("Claim") arising out of or in any manner directly or indirectly connected with: (i) the design, construction, ownership, maintenance, operation, or use of the Recycled Water Supply Line, or any property or easements related to the foregoing; (ii) the use or disposal of Recycled Water after delivery to the Corporation; or (iii) arising out of or resulting from, or on account of the violation of any governmental law or regulation applicable to the terms of this agreement, compliance with which is the responsibility of the Corporation.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF TURLOCK, a California municipal corporation

By: _____
Gary Soiseth, Mayor

Or

By: _____
Michael I. Cooke, Interim City Manager

Date: _____

DARLING INGREDIENTS INC. a Delaware corporation

By: _____
General Manager

By: _____
Regional VP

By: _____
Senior VP

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

City Council Synopsis
March 22, 2016

5J

From: Robert A. Jackson, Chief of Police

Prepared by: Michelle Backeroff, Crime Prevention Specialist

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting monetary donations of $12,198.59 and property donations valued at $12,753 from various donors, to be utilized in support of the City's Crime Prevention Unit and Public Safety Open House

2. DISCUSSION OF ISSUE:

During the fourth quarter of fiscal year 2014-15, and during the first and second quarter of fiscal year 2015-16, staff received monetary donations in the amount of $12,198.59 and various property items valued at $12,753.00 for our Crime Prevention Outreach, Annual Public Safety Open House, and Operation Blue Santa. Through local interactions in the community, crime prevention and volunteer staff have successfully engaged private businesses, service groups, and other local sponsors in creating a sense of community service and interest in supporting crime prevention awareness. Monies and products received through donations assist in offsetting costs to the City of Turlock.

3. BASIS FOR RECOMMENDATION:

Staff is recommending the monetary and property donations be appropriated for use in support of the City's ongoing crime prevention and Public Safety efforts.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 *Fiscal Responsibility*

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

Policy Goal # 7 Quality Community Programs

General Principles:

2. Deliver positive recreation programming to deter crime and improve quality of life

5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

Action Items:

4. Seek out new grant and funding opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Increase of revenue to the following line numbers:

266-20-255-351-37200_003 "Operation Blue Santa" of $8,058.75

266-20-255-351-37200_005 "National Night Out" of $2,589.84

266-20-255-351-37200_006 "Public Safety Open House" of $1,500.00

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may choose not to accept these donations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING MONETARY DONATIONS OF $12,198.59 AND PROPERTY DONATIONS VALUED AT $12,753 FROM VARIOUS DONORS, TO BE UTILIZED IN SUPPORT OF THE CITY'S CRIME PREVENTION UNIT AND PUBLIC SAFETY OPEN HOUSE	**RESOLUTION NO. 2016-**

WHEREAS, staff received donations from various donors in the community during the fourth quarter of Fiscal Year 2014-15, and during the first and second quarter of Fiscal Year 2015-16 (Summarized in Attachment A); and

WHEREAS, these donations will be used to support the current and future needs of the city's Crime Prevention Unit and the annual Public Safety Open House; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accepts monetary donations valued at $12,198.59 and property donations valued at $12,753 to be utilized in support of the city's Crime Prevention Unit and Public Safety Open House.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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

ATTACHMENT A

-TURLOCK POLICE DEPARTMENT DONATIONS -

CRIME PREVENTION – VOLUNTEERS IN POLICE SERVICES – PUBLIC SAFETY OPEN HOUSE

May 2015 –December 2015

Amounts Donated	**Account Line Items**
Total Cash/Check Value: $12,198.59 **Total Property Value:** $12,753.00 **Total combined Value:** $24,951.59	**266-20-255-351-37200_003 :** (Operation Blue Santa) – 8,058.75 **266-20-255-351-37200_005 :** (National Night Out) - $2,589.84 **266-20-255-351-37200_006 :** (Public Safety Open house)- $1,550

Item Donated	Month Donated	Item Value	Cause	Line Item #	Citizens / Organization name	Citizens / Organization Address
2 Carwash book-coupons	May 2015	$120.00	National Night Out 2015	N/A	Prime Shine Express	P.O. Box 3469 Modesto CA 95353
$200.00 Check	May 2015	$200.00	National Night Out 2015	266-20-255-351-37200_005	Kiwanis Club-Greater Turlock	PO Box 2834 Turlock CA 95381
$100.00 Check	May 2015	$100.00	National Night Out 2015	266-20-255-351-37200_005	The SPA	733 E. Olive Ave Turlock CA 95380
2 - $25 Gift cards	May 2015	$50.00	National Night Out 2015	N/A	Costco	2955 Tegner Rd Turlock CA 95380
$150.00 Check	June 2015	$150.00	National Night Out 2015	266-20-255-351-37200_005	Dairy Farmers of America	600 Trade Wy. Turlock CA 95380
$249 Gift card + Water & Soda	June 2015	$350	National Night Out 2015	N/A	Target	3000 Countryside Dr, Turlock, CA 95380
$100 Credit	July 2015	$100.00	National Night Out 2015	N/A	Foster Farms	1000 Davis St. Livingston CA

ATTACHMENT A

$50 Gift Card	July 2015	$50.00	National Night Out 2015	N/A	Walmart Neighborhood Market	2480 Geer Rd, Turlock, CA 95380
$40 Gift card	July 2015	$40.00	National Night Out 2015	N/A	Savemart	1631 Lander Ave, Turlock, CA 95380
Food for NNO Dinner	July 2015	$160.00	National Night Out 2015	N/A	Savemart	2595 Geer Rd, Turlock, CA 95382
$25 gift card	July 2015	$25.00	National Night Out 2015	N/A	Angelinis	2251 Geer Rd, Turlock, CA 95382
Sleeping Bag	July 2015	$40.00	National Night Out 2015	N/A	Tractor Supply	201 N Walnut Rd, Turlock, CA 95380
$25.00 Check & $25 Gift card	July 2015	$50.00	National Night Out 2015	266-20-255-351-37200_005 ($25.00)	Hot Rod Diner	130 S Walnut Rd, Turlock, CA
$25 gift card	July 2015	$25.00	National Night Out 2015	N/A	Safeway	3051 Countryside Dr., Turlock, CA
$500 Check	July 2015	$500.00	National Night Out 2015	266-20-255-351-37200_005	Rotary Club	P.O. Box 1713, Turlock, CA, 95381
Gift Basket	July 2015	$120.00	National Night Out 2015	N/A	E Main Skin & Body	1115 E Main St, Turlock, CA 95380
Helium	July 2015	$20.00	National Night Out 2015	N/A	Turlock Flower Shop	208 W Main St, Turlock, CA 95380
10 Cases- Soda	July 2015	$50.00	National Night Out 2015	N/A	Pepsi Co	200 River Rd, Modesto, CA 95351
Shopping Bags	July 2015	$20.00	National Night Out 2015	N/A	Rayleys	2900 Geer Rd, Turlock, CA 95382
10 cases– 3oz shrounds-ice cream	July 2015	$120.00	National Night Out 2015	N/A	Crystal Creamery	529 Kansas Ave, Modesto CA
BBQ Gift Basket	July 2015	$80.00	National Night Out 2015	N/A	Rabo Bank	2190 W Monte Vista Ave, Turlock, CA 95382

ATTACHMENT A

$50 Check	July 2015	$50.00	National Night Out 2015	266-20-255-351-37200_005	Lander Auto Sales	1328 Lander Ave, Turlock, CA 95380
2 burner gas grill & Emergency kit	July 2015	$150.00	National Night Out 2015	N/A	Anonymous	Anonymous
$10 Gift card	July 2015	$10.00	National Night Out 2015	N/A	Foodmax	1845 Countryside Dr, Turlock, CA 95380
1800 Hotdog rolls	July 2015	$600.00	National Night Out 2015	N/A	Grocery Outlet	1330 W Main St, Turlock, CA 95380
$35 gift card	July 2015	$35.00	National Night Out 2015	N/A	Green Grub	2922 Geer Rd, Turlock, CA 95382
50 bags, pencils, and crayons	July 2015	$150.00	National Night Out 2015	N/A	Golden 1 Credit Union	2450 Geer Rd, Turlock, CA 95382
5 - $5 gift cards	July 2015	$25.00	National Night Out 2015	N/A	Lisa's Cookie Jar	115 S Broadway. Turlock
$100 check	July 2015	$100.00	National Night Out 2015	266-20-255-351-37200_005	Posey's Hearing Aid Center	1000 Delbon Ave, Turlock, CA 95382
$100 check	July 2015	$100.00	National Night Out 2015	266-20-255-351-37200_005	Liz & Andrew Furniture	213 W Main St, Turlock, CA 95380
$70.00 Cash	July 2015	$70.00	National Night Out 2015	266-20-255-351-37200_005	The Haircutters	224 W Main St, Turlock, CA
$500 Check	July 2015	$500.00	National Night Out 2015	266-20-255-351-37200_005	TMAPS	244 N. Broadway Broadway, Turlock CA
2 $50 gift cards	July 2015	$100.00	National Night Out 2015	N/A	Yonans Jewlers	2485 Geer Rd, Turlock, CA 95382
$500 Check	July 2015	$500.00	Public Safety Open House	266-20-255-351.37200_006	TMAPS	244 N. Broadway Turlock CA 95380
$200.00 Check	August 2015	$200.00	National Night Out 2015	266-20-255-351-37200_005	Smith's Chevrolet	1601 Auto Mall Dr, Turlock, CA 95380

Coloring Books & Crayons	August 2015	$350	National Night Out 2015	N/A	Turlock Irrigation District	333 E Canal Dr, Turlock, CA 95380
$494.84 Check	August 2015	$494.84	National Night Out 2015	266-20-255-351-37200_005	Turlock Associated Police Officers	244 N. Broadway-Turlock
20 cases - Water	August 2015	$70.00	National Night Out 2015	N/A	Costless Market	255 W Main St, Turlock, CA 95380
Fire Hats + Food items for NNO dinner	August 2015	$350.00	National Night Out 2015	N/A	Random Acts of Kindness	244 N. Broadway, Turlock CA
2:1 Coupon Deal	August 2015	$500.00	National Night Out 2015	N/A	Papa Johns	2830 Geer, Turlock, CA 95382
Limousine Service	August 2015	$288.00	National Night Out 2015	N/A	Luxury Limousine	4400 Moore Rd. Ceres CA
Gift Cards	August 2015	$300.00	National Night Out 2015	N/A	ADT	4725 Enterprise Way, Modesto CA
$100 Check	August 2015	$100.00	National Night Out 2015	266-20-255-351-37200_005	Romeo Medical Center	1801 Colorado Ave., Suite 120 Turlock, CA 95382
Misc. Toys & stuffed Animals	August 2015	$25.00	Operation Blue Santa	N/A	Countrywalk Ln-Neighborhhod Watch Group	Anonymous
$200 Check	August 2015	$200.00	Public Safety Open House	266-20-255-351.37200_006	Smith's Chevrolet	1601 Auto Mall Dr. Turlock CA 95380
$500 Check	September 2015	$500.00	Public Safety Open House	266-20-255-351.37200_006	Turlock Lions Club	P.O. Box 512 Turlock CA 95381
1.5 Pallets of Water	September 2015	$350.00	Turlock Public Safety Facility	N/A	Niagara Bottling Co.	1045 Runway Dr. Stockton CA 95206
$200 Check	September 2015	$200.00	Public Safety Open House	266-20-255-351.37200_006	Kiwanis Club Greater Turlock	P.O. Box 2834 Turlock CA 95381
Hot Dog Buns	October 2015	$130.00	Public Safety Open House	N/A	Cosless Market	255 W Main St, Turlock, CA 95380
$50 Gift Card	October 2015	$50.00	Public Safety Open House	N/A	Costco	2955 Tegner Rd Turlock CA 95380

Milk, Chocolate Milk, Apple Juice	October 2015	$250	Public Safety Open House	N/A	Crystal Creamery	529 Kansas Ave, Modesto CA
$100 coupon (used to purchase hot dogs)	October 2015	$100.00	Public Safety Open House	N/A	Foster Farms	1000 Davis St. Livingston CA
$50 Gift Card	October 2015	$50.00	Public Safety Open House	N/A	Home Depot	2800 Countryside Dr, Turlock, CA 95380
$150 Check	October 2015	$150.00	Public Safety Open House	266-20-255-351.37200_006	Dairy Farmers of America	600 Trade Wy. Turlock CA 95380
500 Bags of Chips	October 2015	$145	Public Safety Open House	N/A	Frito Lay	600 Garner Rd, Modesto, CA 95357
Products to Raffle	October 2015	$122.00	Public Safety Open House	N/A	Lowes	3303 Entertainment Wy, Turlock, CA 95380
$50 Gift Card	October 2015	$50.00	Operation Blue Santa	N/A	Costco	2955 Tegner Rd Turlock CA 95380
$50 Check	October 2015	$50.00	Operation Blue Santa	266-20-255-351.37200_003	Sylvia Staggs	N/A
$100 Cash	December 2015	$100.00	Operation Blue Santa	266-20-255-351.37200_003	Janis Phipps & Umpqua Bank	400 E Olive Ave, Turlock, CA 95380
$500 Check	November 2015	$500.00	Operation Blue Santa	266-20-255-351.37200_003	Turlock Associated Police Officers	244 N. Broadway-Turlock
$200 Check	November 2015	$200.00	Operation Blue Santa	266-20-255-351.37200_003	Smith's Chevrolet	1601 Auto Mall Dr. Turlock CA 95380
Gift Cards/Coupons	November 2015	$35.00	Operation Blue Santa	N/A	Prime Shine Car Wash	PO Box 3469 Modesto CA 95353
$25 Coupon	December 2015	$25.00	Operation Blue Santa	N/A	Home Depot	2800 Countryside Dr, Turlock, CA 95380
$25 Check	November 2015	$25.00	Operation Blue Santa	266-20-255-351.37200_003	Steve Buck	PO Box 919 Jamestown CA 95327
$200 Check	November 2015	$200.00	Operation Blue Santa	266-20-255-351.37200_003	Friends of Turlock Animals	PO Box 3633 Turlock CA 95381

ATTACHMENT A

$100 Check	November 2015	$100.00	Operation Blue Santa	266-20-255-351.37200_003	Kathryn Mild	1212 Tawny Ln Turlock CA 95380
$100 Check	November 2015	$100.00	Operation Blue Santa	266-20-255-351.37200_003	Walt & Kathy Backeroff	1101 Kinglet Ln Turlock CA 95380
$2,500 Check	November 2015	$2,500.00	Operation Blue Santa	266-20-255-351.37200_003	Turlock Associated Police Officers	244 N. Broadway-Turlock
$100 Check	December 2015	$100.00	Operation Blue Santa	266-20-255-351.37200_003	Dara & Jeff Lopes	2442 Alta Vista St Turlock Ca, 95382
McDonald's Gift Cards	December 2015	$30.00	Operation Blue Santa	N/A	Judi Miller- St. Francis	915 E Main St, Turlock, CA 95380
$150 Check	December 2015	$150.00	Operation Blue Santa	266-20-255-351.37200_003	Gary & Dawn Mallory	1404 Dance Way Turlock CA 95380
$500 Check	December 2015	$500.00	Operation Blue Santa	266-20-255-351.37200_003	Turlock Rotary Club	PO Box 1713 Turlock CA 95380
$100 Check	December 2015	$100.00	Operation Blue Santa	266-20-255-351.37200_003	Foster Farms	1000 Davis St. Livingston CA
$104.46 Check	December 2015	$104.46	Operation Blue Santa	266-20-255-351.37200_003	Panda Express	3180 Countryside Dr, Turlock, CA 95380
$72.00 Cash	December 2015	$72.00	Operation Blue Santa	266-20-255-351.37200_003	Main Street Footers & Main Street Footer's Customers	425 E Main St, Turlock, CA 95380
$9.00 Cash	December 2015	$9.00	Operation Blue Santa	266-20-255-351.37200_003	LaMo Customers	310 E Main St, Turlock, CA 95380
$5.00 Cash	December 2015	$5.00	Operation Blue Santa	266-20-255-351.37200_003	Anthony's Hair Design Customers	1560 Geer Rd Ste A, Turlock, CA 95380
$9.00 Cash	December 2015	$9.00	Operation Blue Santa	266-20-255-351.37200_003	Memo's Cocina & Tequila Bar	139 W Main St, Turlock, CA 95380
$150 Check	December 2015	$150.00	Operation Blue Santa	266-20-255-351.37200_003	Dairy Farmers of America	600 Trade Wy. Turlock CA 95380
$9.96 Cash	December 2015	$9.96	Operation Blue Santa	266-20-255-351.37200_003	La Morenita Customers	226 S Golden State Blvd, Turlock, CA 95380

ATTACHMENT A

$11.00 Cash	December 2015	$11.00	Operation Blue Santa	266-20-255-351.37200_003	Turlock Flower Shop Customers	208 W Main St, Turlock, CA 95380
$200 Check	December 2015	$200.00	Operation Blue Santa	266-20-255-351.37200_003	Standard Plumbing Supply Co.	PO Box 708490 Sandy, UT 84070
$2,500 Check	December 2015	$2,500.00	Operation Blue Santa	266-20-255-351.37200_003	Walmart Foundation	702 SW 8th St Bentonville AR 72716
Misc. Toys & Gifts	December 2015	$250.00	Operation Blue Santa	N/A	Paramount Court	3791 Crowell Rd Turlock CA 95382
Misc. Toys & Gifts	December 2015	$175.00	Operation Blue Santa	N/A	Orchard Supply	3051 Geer Rd Turlock CA 95382
Misc. Toys & Gifts	December 2015	$225.00	Operation Blue Santa	N/A	Rabobank	2190 W Monte Vista Ave, Turlock, CA 95382
Misc. Toys & Gifts	December 2015	$340.00	Operation Blue Santa	N/A	Joel Place & Family	N/A
Misc. Toys & Gifts	December 2015	$740.00	Operation Blue Santa	N/A	Judi Miller- St. Francis	915 E Main St, Turlock, CA 95380
Misc. Toys & Gifts	December 2015	$100.00	Operation Blue Santa	N/A	Olive Garden	2749 Countryside Dr, Turlock, CA 95380
Misc. Toys & Gifts	December 2015	$1,250.00	Operation Blue Santa	N/A	Backeroff, Balacek, and Fairley Families	N/A
Misc. Toys & Gifts	December 2015	$250.00	Operation Blue Santa	N/A	Gayla Morales & Fmaily	1935 Loyola Wy Turlock, CA 95380
Misc. Toys & Gifts	December 2015	$250.00	Operation Blue Santa	N/A	Gina Giovacchini & Frank Navarro	N/A
Misc. Toys & Gifts	December 2015	$500.00	Operation Blue Santa	N/A	Matt & Kayla Serratto	N/A
Misc. Toys & Gifts	December 2015	$200.00	Operation Blue Santa	N/A	Matt & Katie Creeger	1360 Shady Ln #423 Turlock CA 95382
Misc. Toys & Gifts	December 2015	$50.00	Operation Blue Santa	N/A	Deanna Shaw	N/A

ATTACHMENT A

Misc. Toys	December 2015	$20.00	Operation Blue Santa	N/A	Peggy Hoyle	350 Florence St Turlock CA 95380
Misc. Toys	December 2015	$1,500.00	Operation Blue Santa	N/A	Wondertreats	2200 Lapham Dr, Modesto, CA 95354
Misc. Toys	December 2015	$328.00	Operation Blue Santa	N/A	Tractor Supply Customers	201 N Walnut Rd, Turlock, CA 95380
Misc. Toys	December 2015	$30.00	Operation Blue Santa	N/A	Umpqua Bank Customers	400 E Olive Ave, Turlock, CA 95380
Crystal Creamery	December 2015	$250.00	Milk & Chocolate Milk	N/A	Crystal Creamery	529 Kansas Ave, Modesto CA
Misc. Toys	December 2015	$610.00	Operation Blue Santa	N/A	Anonymous	Anonymous
$363.33 Cash	December 2015	$363.33	Operation Blue Santa	266-20-255-351.37200_003	Anonymous	Anonymous

City Council Synopsis
March 22, 2016

5K

million acts of kindness

From: Robert Talloni, Fire Chief

Prepared by: Mark Gomez, Fire Marshall; Amanda Fortado, Business Analyst

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $6,500 to account number 110-30-220.44001_062 "Supplies Abandoned Vehicle Abatement Program" to be funded from unappropriated Abandoned Vehicle Abatement revenues, for the purchase of vehicle safety lights and a mobile radio for Abandoned Vehicle Abatement staff safety

2. DISCUSSION OF ISSUE:

Neighborhood Services participates in the California Highway Patrol Abandoned Vehicle Abatement (AVA) Program. Each quarter, Neighborhood Services reports to Stanislaus Council of Governments (StanCOG – local administrator of the AVA program) the number of abandoned vehicles on private and/or public property that are abated. In return, StanCOG generates payment to each agency involved in the AVA Program, determined by the number of vehicles abated, population, and staff time worked.

Guidelines of the AVA Program determine how the revenue is to be spent. Supplies and staff salary reimbursements for time spent on AVA activities are allowable expenditures of AVA revenue. In addition, for individual purchases in excess of $2,500, the program allows a percentage of funding of the purchase. For the purchase of the mobile radio, StanCOG has approved covering 100% of the cost. For purchases under $2,500, approval is not required and, therefore, the purchase and installation of the safety lights on the vehicle will be covered 100% by the AVA program. Staff is recommending the purchase of these items, which will be used by personnel involved in the AVA program, for the safety of AVA personnel. Using the radios, staff will have the ability to verbally communicate with dispatch. The vehicle safety lighting will increase the visibility of vehicles while they are stopped/parked and staff is performing AVA duties.

Stommel, Inc. DBA Lehr Auto Electric provided a quote including the purchase of a new warning safety light system, necessary accessories, and the installation of new warning safety lights for $1,925.99. Delta Wireless Co. provided a quote including the purchase of a new mobile radio system, necessary accessories,

and the installation of a new mobile radio system for $4,278.22.

3. BASIS FOR RECOMMENDATION:

For safety reasons Staff recommends the purchase and installation of the mobile radio and safety lights to be funded through AVA funding.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 3 Public Safety

General Principles:

3. The appropriate use of technology is a proven force multiplier and must be constantly monitored and evaluated.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The purchase of these items was not contemplated when the 2015-16 budget was developed. There is sufficient unexpended AVA revenue available to fund these purchases. Therefore, staff is requesting an appropriation of $6,500 to account number 110-30-220.44001_062 "Supplies AVA Program" from unappropriated revenues to properly account for the purchases.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Do not approve the appropriation. This alternative is not recommended

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $6,500 TO ACCOUNT NUMBER 110-30-220.44001_062 "SUPPLIES ABANDONED VEHICLE ABATEMENT PROGRAM" TO BE FUNDED FROM UNAPPROPRIATED ABANDONED VEHICHLE ABATEMENT REVENUES, FOR THE PURCHASE OF VEHICLE SAFETY LIGHTS AND A MOBILE RADIO FOR ABANDONED VEHICLE ABATEMENT STAFF SAFETY	**RESOLUTION NO. 2016-**

WHEREAS, Neighborhood Services staff who perform activities reimbursable under the Abandoned Vehicle Abatement program currently do not have safety lights on their vehicles nor radio communication with dispatch; and

WHEREAS, the purchase and installation of these items will increase safety for staff; and

WHEREAS, Stommel, Inc. DBA Lehr Auto Electric provided a quote including the purchase of a new warning safety light system, necessary accessories, and the installation of a new warning safety lights for $1,925.99; and

WHEREAS, Delta Wireless Co. provided a quote including the purchase of a new mobile radio system, necessary accessories, and the installation of a new mobile radio system for $4,278.22; and

WHEREAS, equipment purchases in excess of $2,500 require pre-approval by StanCOG (the administrator of AVA funding) and Staff has received approval for 100% AVA funding by StanCOG of the mobile radio system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize appropriating $6,500 to account number 110-30-220.44001_062 "Supplies Abandoned Vehicle Abatement Program" to be funded from unappropriated Abandoned Vehicle Abatement , for the purchase of vehicle safety lights and a mobile radio for Abandoned Vehicle Abatement staff safety.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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 Council Synopsis
March 22, 2016

5L

From: Robert Talloni, Fire Chief

Prepared by: Gary Carlson, Battalion Chief

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $5,470 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" to be funded from unappropriated reserves in Fund 116 "Special Public Safety – Fire" for the purchase of rescue tools, forcible entry equipment, and maintenance equipment

2. DISCUSSION OF ISSUE:

The Fire Department had identified the need for new forcible entry tools (angle grinders to breech locks); rescue tools (reciprocating saws, ring cutting equipment, and other various tools for our cache); and for air compressors (at 2 of our 4 stations).

Each of these tools/equipment is necessary for specific emergency calls that the fire department encounters regularly. The air compressors are necessary to properly fill engine tires and specialized fire extinguishers.

Money is available from unappropriated reserves in Fund 116 "Special Public Safety – Fire" to fund the purchase of these items.

3. BASIS FOR RECOMMENDATION:

City Council approval is required for appropriation of funds.

Strategic Plan Initiative

Policy Goal #3: *Public Safety*

General Principles:
1. Public Safety is a core mission for every department and employee of the City.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - $5,470

Budget Amendment: Staff is requesting the appropriation of $5,470 to account number 116-30-35.44030_000 "Minor Equipment Miscellaneous" for the purchase of equipment needed for the daily operations in the Fire Department. There are sufficient unappropriated reserves in Fund 116 "Special Public Safety – Fire" to fund these purchases.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Do not approve the appropriation. This alternative is not recommended.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $5,470 TO ACCOUNT NUMBER 116-30-305.44030_000 "MINOR EQUIPMENT MISCELLANEOUS" TO BE FUNDED FROM UNAPPROPRIATED RESERVES IN FUND 116 "SPECIAL PUBLIC SAFETY–FIRE" FOR THE PURCHASE OF RESCUE TOOLS, FORCIBLE ENTRY EQUIPMENT, AND MAINTENANCE EQUIPMENT	**RESOLUTION NO. 2016-**

WHEREAS, the Turlock Fire Department has identified a need to purchase new rescue equipment, forcible entry tools, and maintenance equipment; and

WHEREAS, the Turlock Fire Department has determined that this equipment is necessary to efficiently and safely perform rescues on emergency scenes, and to properly maintain equipment; and

WHEREAS, there are unappropriated reserves available in Fund 116 "Special Public Safety – Fire" to fund these one-time purchases.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate $5,470 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" to be funded from unappropriated reserves in Fund 116 "Special Public Safety – Fire" for the purchase of the rescue, forcible entry, and maintenance equipment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March 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
2013 Storm Water Master Plan

is available in the
City Clerk's office for review

5M

City Council Synopsis
March 22, 2016

million acts of kindness

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the Stanislaus County Sheriff's Office Alternative Work Program to provide the placement of inmates within various jobs and departments throughout the City

2. DISCUSSION OF ISSUE:

The Alternative Work Program provides Sheriff Office approved inmates, with the opportunity to work off part of their sentence by providing community service under the supervision of the requesting agency. Inmates placed with the City of Turlock gain skills needed to help them find future employment.

The City of Turlock has utilized this program in the past to assist with duties within the Animal Services Unit and Parks, Recreation and Public Facilities Department. Staff has been pleased with the services provided and wants to continue utilizing their resources.

The costs associated with the program are fully funded by the Stanislaus County Sheriff's Office with the exception of worker's compensation and employer's liability coverage being the responsibility of the City of Turlock. The inmates provided by the Alternative Work Program will be utilized to enhance service levels within City departments by supporting existing staffing. Inmate participants in this program will not assume primary service functions.

The City attorney has reviewed and approved the agreement herein.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
4. Collaborate with economic development stakeholders

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
The Alternative Work Program will impact the city's budget based on the use of worker's compensation and employer's liability. Staff will monitor these impacts closely to determine if the costs begin to outweigh the benefits of the program.

Budget Amendment
N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decline the agreement between the City of Turlock and Stanislaus County Sheriff's Department. However, staff does not recommend this as an alternative.

SHERIFF'S DEPARTMENT
Adam Christianson, Sheriff-Coroner

ALTERNATIVE WORK PROGRAM
REQUEST FOR WORK CREW

JAIL ALTERNATIVES

ORGANIZATION: CITY OF TURLOCK

MAILING ADDRESS: 144 S. BROADWAY TURLOCK, CA 95380

TELEPHONE: (209)668-5594 SUPERVISOR: RAY GARCIA

WORK SITE SUPERVISOR: RAY GARCIA

DESCRIBE WORK TO BE DONE: MAINTENANCE

DAYS OF THE WEEK WORKERS ARE NEEDED: MONDAY - FRIDAY

REPORT TIME: 6:00AM WORK HOURS: 6:00AM - 6:00PM

HOW MANY WORKERS ARE NEEDED: 8

HOW MANY HOURS/DAYS WILL PROJECT TAKE: DAYS AND TIME VARIES

In submitting this request for work crew participants, it is hereby agreed the following rules will be complied with prior to utilizing workers:

A. The. Requesting agency acknowledges the California Penal Code limits the use of inmate labor to public domain and nonprofit entities; prohibiting organizations and private parties from profiting by the use of inmate labor.
B. The requesting agency agrees to advise any labor union or employees' association providing services to your agency of labor performed by inmate participants assigned by the Sheriff's Department Alternative Work Program.
C. The requesting agency agrees to provide all safety training, tools, specialized clothing, equipment, and safety items that are required to perform duties assigned by your agency.
D. The requesting agency agrees to provide adequate supervision of program participants including but not limited to safe work conditions, behavior, and adequate bookkeeping to document the hours as well as work assignments of each participant.
E. The requesting agency agrees to provide workers compensation and employer's liability coverage for each inmate participant utilized by the requesting organization during the entire course of his or her work.
F. The requesting agency agrees to indemnify and hold the Sheriff's Department harmless from and against all claims, actions, liabilities, losses, damages, and demands whatsoever, including costs, expenses, and attorney fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the identifying organization, its employees, or its agents while utilizing Alternative Work Program participants.

(Authorized Signature) (Title) (Date)

OK for Agenda

City Council Synopsis
March 22, 2016

5N

million acts of kindness

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

Prepared by: Carla McLaughlin, Staff Service Technician

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $22,255 to account number 401-10-125.51000 "Capital Improvements" from Fund 401 "Airport" reserve balance to cover the required 10% match for the Fiscal Year 2014-15 "Airport Layout Plan" and the Fiscal Year 2015-16 "Airport Obstruction Survey" grant projects

2. DISCUSSION OF ISSUE:

In Fiscal Year 2014-15 and Fiscal Year 2015-16, the City of Turlock received two grants from the FAA in the amount of $222,547. The Fiscal Year 14/15 grant project is to update the Airport Layout Plan and the Fiscal Year 15/16 grant project is for the Airport Obstruction Survey. These grants require a 10% match in the amount of $22,255 which will be paid for through a combination of Airport Enterprise Funds ($12,240) and State grant funds ($10,015). The projects are scheduled to be completed in Fiscal Year 15/16.

3. BASIS FOR RECOMMENDATION:

Staff recommends the appropriation of the funds for the 10% match requirement of the grant projects.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

3. Identify Fiscal Year and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

2. Identify Fiscal Year, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $22,255

Budget Amendment

Appropriation of funds to 401-10-125.51000 "Capital Improvements" from Fund 401 "Airport" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A. The Council may choose not to appropriate the funds. This is not recommended as the City has been awarded the funds for these grant projects.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $22,255 TO ACCOUNT NUMBER 401-10-125.51000 "CAPITAL IMPROVEMENTS" FROM FUND 401 "AIRPORT" RESERVE BALANCE TO COVER THE REQUIRED 10% MATCH FOR THE FISCAL YEAR 2014-15 "AIRPORT LAYOUT PLAN" AND THE FISCAL YEAR 2015-16 "AIRPORT OBSTRUCTION SURVEY" GRANT PROJECTS	**RESOLUTION NO. 2016-**

WHEREAS, the FAA has the awarded the City grant funding in the amount of $222,547 for the Fiscal Year 2014-15 "Airport Layout Plan" and the Fiscal Year 2015-16 "Airport Obstruction Survey"; and

WHEREAS, the required 10% match for the grants in the amount of $22,255 will be paid for through a combination of Airport Enterprise Funds ($12,240) and State Funds ($10,105).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $22,255 to account number 401-10-125.51000 "Capital Improvements" from Fund 401 "Airport" reserve balance to cover the required 10% match for the Fiscal Year 2014-15 "Airport Layout Plan" and the Fiscal Year 2015-16 "Airport Obstruction Survey" grant projects.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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 Council Synopsis
March 22, 2016

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

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Senior Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

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

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Umpire Group (TUG) intend to renew a contract to officiate adult city league softball games for the calendar year of 2016. Adult city league softball games are played through mid-November each year. The City and TUG have successfully partnered together to offer safe athletic opportunities in the past.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #7: Quality Community Programs

General Principles:

1. Strive to provide affordable recreation opportunities for all.
2. Deliver positive recreation programming to deter crime and improve quality of life.
3. Focus on partnerships to expand services and the number of citizens served.
4. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The City of Turlock will pay TUG monthly according to invoices submitted by TUG to the City of Turlock. Invoices will be determined by the number of games played each night during the month. No additional monies are required for this program. The contract is set for $44,000 in expenses to pay for the officiating for the calendar year.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
Turlock Umpire Group
for
Officiating Adult League Softball Program
CONTRACT NO. 16-008

THIS AGREEMENT is made this 22nd day of March 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Turlock Umpire Group,** an officiating provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for Officials for Adult Softball; and

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

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

1. **SCOPE OF WORK:** INDEPENDENT CONTRACTOR shall furnish all labor, equipment, materials and process, implements, and tools, 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. INDEPENDENT CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this Agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

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

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT

OK for Agenda

CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed forty-four thousand and no/100^{ths} Dollars ($44,000). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

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

(b) Payment:

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

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

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

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

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

(c) Non-Appropriation of Funds:

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

5. TERM OF AGREEMENT: This Agreement shall become effective March 22, 2016 and end March 22, 2017, subject to CITY's availability of funds.

6. INSURANCE: INDEPENDENT CONTRACTOR shall not commence work under this Agreement until INDEPENDENT CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall INDEPENDENT CONTRACTOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. INDEPENDENT CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the work hereunder by INDEPENDENT CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability 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's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of INDEPENDENT CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of INDEPENDENT CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to INDEPENDENT CONTRACTOR insurance (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, INDEPENDENT CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of INDEPENDENT CONTRACTOR's insurance and shall not contribute with it.

(3) 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 INDEPENDENT CONTRACTOR shall provide CITY thirty (30) days' 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: INDEPENDENT CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive INDEPENDENT CONTRACTOR'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this Agreement.

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

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

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

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

16. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain

an up-do-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

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

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

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

INDEPENDENT CONTRACTOR: **TURLOCK UMPIRE GROUP**
ATTN: RICH CHRISTESON
2633 MAESTRO WAY
MODESTO, CA 95355
PHONE: (209) 551-1952
FAX: N/A

CITY: **CITY OF TURLOCK**
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

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

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Michael I. Cooke, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TURLOCK UMPIRE GROUP

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

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

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

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

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

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

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

WAIVER OF
INSURANCE PROVISIONS
in Contract No. 16-008
between
THE CITY OF TURLOCK
and
TURLOCK UMPIRE GROUP

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

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

1. **Automobile Liability Insurance**
   Game officials will not be using an automobile as part of their work or service under this Agreement.

2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

3. **Workers Compensation Insurance**
   Game officials are considered Independent Contractors and must carry individual Amateur Softball Association (ASA) Insurance to officiate any ASA sanctioned event

Dated: March 22, 2016

_____
Richard Christeson, President
Turlock Umpire Group

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

City Council Synopsis
March 22, 2016

5P

million acts of kindness

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

Prepared by: Carla McLaughlin, Staff Service Technician

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $148 to account number 269-60-614-377.44001_000 "Rotary Club Grant – Sports Complex Expenses" from Fund 269 "Parks & Public Facilities Grants" reserve balance to be used to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex

2. DISCUSSION OF ISSUE:

Over the last several years the Rotary Club has been very generous in the donation of money to construct an amphitheater, information kiosk and softball scoreboard at the Turlock Regional Sports Complex.

3. BASIS FOR RECOMMENDATION:

Staff has identified a need to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: *Fiscal Responsibility*

General Principles:
3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:
2. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $148

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $148 TO ACCOUNT NUMBER 269-60-614-377.44001_000 "ROTARY CLUB GRANT-SPORTS COMPLEX EXPENSES" FROM FUND 269 "PARKS & PUBLIC FACILITIES GRANTS" RESERVE BALANCE TO BE USED TO PURCHASE REPLACEMENT LETTERS FOR THE AMPHITHEATER AT THE TURLOCK REGIONAL SPORTS COMPLEX	**RESOLUTION NO. 2016-**

WHEREAS, the Rotary Club has donated money to be used at the Turlock Regional Sports Complex; and

WHEREAS, staff has identified a need to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $148 to account number 269-60-614-377.44001_000 "Rotary Club Grant – Sports Complex Expenses" from Fund 269 "Parks & Public Facilities Grants" reserve balance to be used to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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 Council Synopsis
March 22, 2016

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From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds from Fiscal Year 2014-15 of $12,000 to account number 112-10-116.51166 "Document Imaging Scanners," $12,000 to account number 112-10-116.38001_122 "Transfers In for Capital Purchases," $12,000 to account number 110-10-112.48001_00122 "Transfers Out to Fund 112 for Capital Purchases," from Fund 110 "General Fund" reserve balance for the replacement of two (2) document imaging scanners

2. DISCUSSION OF ISSUE:

On March 22, 2011 the City Council approved funds to be used from the General Fund reserve over a five year period to purchase capital equipment.

On the list in FY 14-15 was $12,000.00 for a document imaging scanner for Administration to replace one that had been taken out of service because of high repair costs. That money was not spent in FY 14-15.

3. BASIS FOR RECOMMENDATION:

Information Technology staff has secured a quote for two document imaging scanners for $12,000. One scanner will be used in Administration to replace the one taken out of service. The other will be used in Police Records to replace an existing older, highly used scanner.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: *Fiscal Responsibility*

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

3. Track, report on and propose appropriate budget amendments.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - $12,000

Budget Amendment: Re-appropriating unspent funds from Fiscal Year 2014-15 of $12,000 to account number 112-10-116.51166 "Document Imaging Scanners," $12,000 to account number 112-10-116.38001_122 "Transfers In for Capital Purchases," $12,000 to account number 110-10-112.48001_00122 "Transfers Out to Fund 112 for Capital Purchases," from Fund 110 "General Fund" reserve balance for the replacement of two (2) document imaging scanners.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the appropriation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING RE-APPROPRIATING UNSPENT FUNDS FROM FISCAL YEAR 2014-15 OF $12,000 TO ACCOUNT NUMBER 112-10-116.51166 "DOCUMENT IMAGING SCANNERS," $12,000 TO ACCOUNT NUMBER 112-10-116.38001_122 "TRANSFERS IN FOR CAPITAL PURCHASES," $12,000 TO ACCOUNT NUMBER 110-10-112.48001_00122 "TRANSFERS OUT TO FUND 112 FOR CAPITAL PURCHASES," FROM FUND 110 "GENERAL FUND" RESERVE BALANCE FOR THE REPLACEMENT OF TWO (2) DOCUMENT IMAGING SCANNERS	**RESOLUTION NO. 2016-**

WHEREAS, on March 22, 2011 the City Council approved funds to be used from the General Fund reserve over a five year period to purchase capital equipment; and

WHEREAS, on the list for Fiscal Year 2014-15 was $12,000 for one document imaging scanner; and

WHEREAS, Information Technology staff has a quote for two document imaging scanners to replace a scanner in Administration taken out of service because of high repair costs and to replace an older, highly used scanner in Police Records.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby re-appropriate unspent funds from Fiscal Year 2014-15 of $12,000 to account number 112-10-116.51166 "Document Imaging Scanners," $12,000 to account number 112-10-116.38001_122 "Transfers In for Capital Purchases," $12,000 to account number 110-10-112.48001_00122 "Transfers Out to Fund 112 for Capital Purchases," from Fund 110 "General Fund" reserve balance for the replacement of two (2) document imaging scanners.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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

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City Council Synopsis
March 22, 2016

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From: Michael I. Cooke, Interim City Manager

Prepared by: Jennifer Land, City Clerk/Exec. Asst. to City Manager Trainee

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the amended and restated Joint Powers Agreement establishing the Stanislaus Council of Governments and the amended and restated Bylaws

2. DISCUSSION OF ISSUE:

On March 18, 2015, the Stanislaus Council of Governments (StanCOG) Policy Board approved an amendment to the Joint Powers Agreement (JPA). Changes are minor and include: updates to the standing committee descriptions and composition information, clarifying the selection process for the Executive Committee of the StanCOG Policy Board, and adjusting the term of office for the Chair and Vice Chair of the Policy Board from a fiscal year to a calendar year to correspond with elected official's terms of office.

Based upon the amendment to the JPA, it was determined that an amendment to the Bylaws (Exhibit A to the JPA) was also necessary.

A track change version of the JPA and Bylaws is attached for reference purposes (Attachment A).

3. BASIS FOR RECOMMENDATION:

The City of Turlock is a member agency of the StanCOG. Pursuant to Section 31.1 of the JPA, this agreement may be amended upon ratification by resolution of 75% of the member agencies representing 75% of the population of the County of Stanislaus. The current JPA was established in 2007.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

7. Develop value-added partnerships with public and private agencies, industry and educational institutions.

4. FISCAL IMPACT / BUDGET AMENDMENT:

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve the amended and restated JPA and Bylaws. This alternative is not recommended as the City of Turlock is a member agency of the JPA.

AMENDED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING THE STANISLAUS COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into in the County of Stanislaus, State of California, this _____ day of _____, ~~2011~~2016, is between the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, all municipal corporations, and the County of Stanislaus, a political subdivision of the State of California. The municipal corporations are sometimes referred to individually as "City" and collectively as "Cities." The County of Stanislaus is sometimes referred to as "County." The Cities and County are sometimes referred to individually as a "Party" and collectively as "Parties."

W I T N E S S E T H:

1. RECITALS.

1.1. Common Power. Chapter 5 of Division 7 of Title 1 (Sections 6500, et seq.) of the California Government Code authorizes two (2) or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the contracting parties.

1.2. Common Authority. The City of Modesto, by virtue of its charter, and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, by virtue of California Government Code Section 65600 through 65604, inclusive, possess in common the authority:

1.2.1. To study, discuss, and develop solutions to area-wide problems of direct concern to the performance of their constitutional and statutory functions and to establish an area planning organization and expend public funds for these purposes.

1.2.2. To do all acts necessary to participate in federal programs and receive federal funds for health, education, welfare, public works, and community improvement activities, including contracting and cooperating with other agencies.

1.3. Orderly Development. The people residing within the incorporated and unincorporated areas of Stanislaus County have an interest in the orderly development of their communities.

1.4. Independent Agency. The continued growth and extensive development within the incorporated and unincorporated areas of Stanislaus County evidenced a need to

create a wholly independent regional agency capable of dealing with area-wide issues and problems.

1.5. Predecessor. The foregoing need led to the creation and establishment of the Stanislaus Area Association of Governments on May 11, 1971, the subsequent approval of a Revised Joint Powers Agreement on May 28, 1974, and a subsequent approval of a Joint Powers Agreement establishing the Stanislaus Council of Governments on June 5, 2001.

1.6. Effects. The establishment of STANISLAUS COUNCIL OF GOVERNMENTS (hereinafter referred to as "StanCOG") has:

1.6.1. Provided a forum to study and develop solutions to area-wide problems of mutual concern to the various governmental entities in Stanislaus County.

1.6.2. Provided efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources.

1.6.3. Provided for the establishment of an agency responsible for identifying, planning, and developing solutions to regional problems requiring multijurisdictional cooperation.

1.6.4. Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide duties.

1.6.5. Facilitated cooperation among and agreement between local governmental bodies for specific purposes, interrelated development actions, and for the adoption of common policies with respect to issues and problems which are common to its members.

1.7. Amendment. The Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford and the County of Stanislaus, at this time, desire to amend that certain joint powers agreement of June 5, 2001, as subsequently amended on December 12, 2007, and enter into this Amended and Restated Agreement in order to establish the duties and powers of the STANISLAUS COUNCIL OF GOVERNMENTS.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

2. STATEMENT OF PURPOSE

The member Cities and the County have joined together to establish the Stanislaus Council of Governments for the following purposes:

2.1. Area-Wide Opportunities. A number of opportunities and issues within the area are either area-wide in nature or have area-wide aspects or implications, including, but not limited to transportation, air quality, land use, economic development, job creation, and the reduction of unemployment.

2.2. Need. There is a demonstrated need for the establishment of an organization of the Cities and the County within the area to provide a forum for study and development of recommendations to area-wide problems of mutual interest and concern to the Cities and the County and to facilitate the development of policies and action recommendations for the solution of problems.

2.3. Independent Review. The Cities and the County wish to create an area-wide organization which will independently review and make comments to the member Cities and the County regarding projects which receive state or federal funding.

2.4. Elected Officials. The Cities and the County believe that an area-wide planning organization, governed solely by elected officials from the Cities and the County, with a staff independent of any City or the County, is best suited for area-wide planning and review.

2.5. Area-Wide Problems. The Cities and the County, working together through this organization, can exercise initiative, leadership, and responsibility for solving area-wide problems.

2.6. Allocation of Resources. The Cities and the County share common area-wide problems and issues, and at the same time, have different needs and priorities and are affected in different ways by these common area-wide problems and issues. The resources of StanCOG shall be allocated in a manner so that the needs of any portion of the area are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

3. ESTABLISHMENT OF STANISLAUS COUNCIL OF GOVERNMENTS

3.1. Continued Public Entity. Upon the effective date of this Agreement, the Parties hereto hereby continue the STANISLAUS COUNCIL OF GOVERNMENTS, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

3.2. Continuation of Duties. StanCOG is the successor entity to the Area Association of Governments established in 1971, insofar as its predecessor entity has been designated, and insofar as legally authorized, it shall continue to function, without interruption in its duties, as:

3.2.1. The Local Transportation Authority (LTA) as designated by the Stanislaus County Board of Supervisors, pursuant to the Local Transportation Authority and Improvement Act set forth at California Public Utilities Code Sections 180,000, et seq.

3.2.2. The Area-wide Planning Organization (APO) as designated by the U.S. Department of Housing and Urban Development (HUD);

3.2.3. The Metropolitan Planning Organization (MPO) as designated by the U.S. Department of Transportation; pursuant to Title 23 of United States Code, Section 134 (23 USC 134) and Title 49 of the Unites States Code, Section 5303(b)(2).

3.2.4. The Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California; pursuant to California Government Code Sections 65080, et seq.

3.2.5. The regional planning representative, as designated by the parties hereto, for the purpose of acting upon any appropriate proposals which may be presented to the StanCOG Policy Board of Directors for consideration, or which the StanCOG Policy Board of Directors may elect to take up, and for transmission of proposed recommendations to Federal, State, and local agencies, including, but not limited to the member entities of StanCOG.

3.2.6. The Congestion Management Agency (CMA) as designated by the Stanislaus County Board of Supervisors, pursuant to California Government Code Sections 65088, et seq.

3.2.7. The Abandoned Vehicle Authority (AVA) as designated by the Stanislaus County Board of Supervisors, pursuant to California Vehicle Code, Section 22710(a).

4. COOPERATION

The Parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of the StanCOG Policy Board or any committee or subcommittee thereof, which members shall act for and on behalf of their Cities or the County in any and all matters which shall come before StanCOG, subject to any necessary and legal approvals of their acts by the legislative bodies of the Cities and the County.

5. MEMBER AGENCIES.

StanCOG shall be composed of the County of Stanislaus and the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, together hereinafter referred to as the Member Agencies.

6. BOARD AND VOTING

6.1. Board. The Stanislaus Council of Governments shall be governed by a Board of Directors, herein referred to as the StanCOG Policy Board, the members of which shall be appointed by the Member Agencies as follows.

6.1.1. Five members of the Board of Supervisors of the County of Stanislaus, with each member having one vote.

6.1.2. Three members from the Modesto City Council, with each member having one vote.

6.1.3. One (1) member from each of the City Councils of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford (with the Mayor an eligible member), and each member having one (1) vote.

6.1.4. A representative or his or her alternate must be present to vote.

6.2. Appointment and Term of Office. Members shall be appointed by the governing body of each Party and shall serve at the pleasure of their appointing body or until their respective successors are appointed. The term of office of each representative and alternate representative, should the alternate be an elected official, shall correspond with his or her term of office on the legislative body he or she represents. If a vacancy occurs, it shall be filled by a new appointment made by the appropriate Member Agency.

6.3. Alternate Representatives. Each Member Agency shall designate at least one alternate representative. Said alternates need not be elected officials of the member, however, the County Chief Executive Officer and the Modesto City Manager are not eligible to be designated as alternates. Members may designate more than one alternate for each representative, as deemed prudent by that member. To be eligible to cast the vote of the member, alternates must be designated, and notice of said designation given to the StanCOG Executive Director, at least twenty-four (24) hours prior to the first meeting at which that alternate is to attend on behalf of the Member Agency's designated Representative.

6.4. Quorum and Majority Requirements. The presence of at least one (1) representative, or in the absence of a representative his or her alternate, from a majority of the Member Agencies, shall constitute a quorum. A quorum shall be necessary for the purpose of conducting official business. A two-thirds majority of those present shall be required to approve all expenditures. For all other business, a majority vote of those present shall be sufficient. A roll call vote shall be conducted at the request of any representative.

6.5. Meeting Time and Place. The Stanislaus Council of Governments shall establish a time and place for regular Policy Board meetings. All meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, section 54950 et seq.

7. EXECUTIVE COMMITTEE

7.1. Executive Committee. ~~An Executive Committee shall be constituted from among the representatives of the Member Agencies.~~ The Executive Committee shall consist of five (5) members of the StanCOG Policy Board: Two of the representatives from the County Board of Supervisors, to be appointed by and serve at the pleasure of the County Board of Supervisors; One of the representatives from the City of Modesto, to be appointed by and to serve at the pleasure of the ~~Modesto~~ City ~~Council~~of Modesto and; Two representatives from among the other cities, said representatives to be chosen each year by ~~a caucus of~~ the Policy Board members representing the cities other than Modesto~~, and serve at the pleasure of, these~~

~~other cities~~. The Chairperson and Vice-Chairperson of the Policy Board shall be ex officio two of the five members of the Executive Committee, representing their respective Member Agencies, and shall serve ~~on it~~ as the ~~representatives of their respective political entities~~Chairperson and Vice-Chairperson of the Executive Committee.

7.2. Powers of Executive Committee. The Executive Committee shall have such powers as are not inconsistent with this Agreement and as delegated to it by the StanCOG By-laws or the StanCOG Policy Board.

7.3. Alternate Representatives. Each representative of the Member Agency that sits on the Executive Committee shall designate at least one alternate representative in the manner set forth in Section 6.3~~. If the Member Agency has already designated at least one representative as provided in Section 6.3, that alternate shall also be designated the alternate for the Executive Committee.~~, except that each alternate shall be a member of the StanCOG Policy Board.

8. MANAGEMENT AND FINANCE COMMITTEE.

8.1. Management and Finance Committee. The Management and Finance Committee shall consist of the Chief Administrative Official for the County of Stanislaus, or his or her designee; and the City Manager/Administrator for the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

8.2. The Management and Finance Committee shall be operated in accordance with the Bylaws of the Policy Board attached hereto as Exhibit A.

9. SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

9.1. Social Services Transportation Advisory Council. The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.
2. One representative of potential transit users who are handicapped.
3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.
5. One representative of a local social service provider for persons of limited means.

6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

~~9.1.~~ 9.2. ~~be created and~~ The Social Services Transportation Advisory Council shall be operated in accordance with the Bylaws of the Social Services Transportation Advisory Council attached hereto as Appendix ~~II. Changes or amendments to said Bylaws shall be approved by two-thirds (2/3) of the members of that committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board~~I.

10. CITIZENS ADVISORY COMMITTEE

10.1. Citizens Advisory Committee. The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

10.2. ~~Citizens Advisory Committee.~~ The Citizens Advisory Committee shall be ~~created and~~ operated in accordance with the Bylaws of the Citizens Advisory Committee attached hereto as Appendix ~~III. Changes or amendments to said Bylaws shall be approved by two-thirds (2/3) of the members of that committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board~~II.

11. BICYCLE / PEDESTRIAN ADVISORY COMMITTEE

11.1. Bicycle / Pedestrian Advisory Committee. The Bicycle/Pedestrian Advisory Committee shall be ~~created and~~comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

~~11.1.~~ 11.2. The Bicycle / Pedestrian Advisory Committee shall be operated in accordance with the Bylaws of the Bicycle / Pedestrian Advisory Committee attached hereto as Appendix ~~IV. Changes or amendments to said Bylaws shall be approved by two-thirds (2/3) of the members of that committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board~~III.

12. ~~SUSTAINABLE COMMUNITIES STRATEGY~~VALLEY VISION STANISLAUS STEERING COMMITTEE

12.1. Valley Vision Stanislaus Steering Committee. The Valley Vision Stanislaus Steering Committee shall be comprised of twenty-one (21) residents of Stanislaus County, one (1) from each of the Member Agencies, and one representative from: Citizens Advisory Committee, Policy Board, LAFCO, Health, Agriculture, Environment/Conservation,

Economic Development, Building Industry, Transit User/Provider, Education and Environmental Justice.

12.2. The ~~Sustainable Communities Strategy~~Valley Vision Stanislaus Steering Committee shall be ~~created and~~ operated in accordance with the Bylaws of the ~~Sustainable Communities Strategy~~Valley Vision Stanislaus Steering Committee attached hereto as Appendix ~~V. Changes or amendments to said Bylaws shall be approved by two-thirds (2/3) of the members of that committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board~~IV.

13. POWERS AND FUNCTIONS

13.1. Specific Functions. The Stanislaus Council of Governments shall have the common power of the Parties hereto to plan, establish, administer, and operate an independent area planning organization and in the exercise of that power the Stanislaus Council of Governments is authorized in its own name to:

13.1.1. Employ an Executive Director as the chief administrative officer of Stanislaus Council of Governments.

13.1.2. Employ agents and employees and contract for professional services.

13.1.3. Make and enter into contracts.

13.1.4. Acquire, hold and convey real and personal property, including the power to acquire property by eminent domain.

13.1.5. Undertake the planning, design, environmental clearance and construction of transportation and other projects.

13.1.6. Cooperate with other agencies, counties and other local public agencies and participate in joint projects as necessary.

13.1.7. Incur debts, obligations and liabilities.

13.1.8. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California or any department, instrumentality, or agency thereof, for the purpose of financing its activities.

13.1.9. Invest money that is not needed for immediate necessities, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code.

13.1.10. Have appointed members and ex-officio members of the Stanislaus Council of Governments serve without compensation from the Stanislaus Council of Governments, except that members of the StanCOG Policy Board may be reimbursed for all reasonable expenses and costs relating to attendance at Stanislaus Council of Governments meetings or other Stanislaus Council of Governments business.

13.1.11. Sue and be sued, in its own name only, but not in the name or stead of any Member Agency.

13.1.12. Exercise any and all other powers as may be provided for in California Government Code Section 6547.

13.1.13. The Stanislaus Council of Governments is hereby designated by the parties to this Agreement as the regional review agency for the purposes of acting on any appropriate proposals which may be presented to it for consideration, and as the sole regional planning representative for transmission of proposed recommendations to the U.S. Department of Housing and Urban Development or such other agency of the Federal Government or State Government as may be designated to receive such recommendations from the Council, and as the area-wide planning organization (APO) for the County of Stanislaus as such APO is defined in pertinent State and/or Federal directives and regulations.

13.1.14. File, within 30 days of the effective date of this Agreement, a Notice of the Agreement with the office of the California Secretary of State, pursuant to California Government Code, section 6503.5

13.1.15. Do all other acts reasonable and necessary to carry out the purposes of this Agreement.

13.2. Limitation. The powers to be exercised by the Stanislaus Council of Governments are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County in the exercise of similar powers.

13.3. Funds. StanCOG shall be held strictly accountable for all funds received, held and disbursed by it.

14. BYLAWS

14.1. Bylaws. The Bylaws of the Stanislaus Council of Governments shall be those attached to this Agreement marked "Exhibit A" and incorporated herein by reference. Amendments to all or a portion of the Bylaws may be made in the manner prescribed in the Bylaws.

15. EXECUTIVE DIRECTOR

15.1. Powers and Duties. The Executive Director shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by the Stanislaus Council of Governments Policy Board. The powers and duties of the Executive Director are:

15.1.1. To serve as the chief administrative officer of StanCOG and to be responsible to the StanCOG Policy Board for the proper administration of all affairs.

15.1.2. To appoint, supervise, suspend, discipline or remove StanCOG employees subject to those policies and procedures, from time to time, adopted by the StanCOG Policy Board.

15.1.3. To supervise and direct the preparation of the annual budget for the StanCOG and be responsible for its administration after adoption by the StanCOG Policy Board.

15.1.4. To formulate and present to the StanCOG Policy Board plans for StanCOG activities and the means to finance them.

15.1.5. To supervise the planning and implementation of all StanCOG activities.

15.1.6. To attend all meetings of the StanCOG Policy Board and act as the secretary to the StanCOG Policy Board.

15.1.7. To prepare and submit to the StanCOG Policy Board periodic financial reports and, as soon as practicable after the end of each fiscal year, an annual report of the activities of StanCOG for the preceding year.

15.1.8. To have custody and charge of all StanCOG property other than money and securities.

15.1.9. To transmit to the Executive Director's successor all books and records of StanCOG in his or her possession.

15.1.10. To perform such other duties as the StanCOG Policy Board may require in carrying out the policies and directives of the Stanislaus Council of Governments Board.

16. TREASURER

16.1. Treasurer. The Treasurer of the County shall be the Treasurer of StanCOG.

16.2. Duties. The Treasurer shall:

16.2.1. Receive and receipt all money of StanCOG and place it in the treasury of the County to the credit of StanCOG.

16.2.2. Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all StanCOG money held by the Treasurer.

16.2.3. Pay, when due, out of money of StanCOG, all sums payable on outstanding bonds and coupons of StanCOG.

16.2.4. Pay any sums due from the StanCOG, from the StanCOG funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.

16.2.5. Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the StanCOG the amounts of monies the Treasurer holds for the StanCOG, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

16.3. Reimbursement. StanCOG shall reimburse the County for the cost of services provided by the Treasurer to the Council on an at-cost basis.

17. AUDITOR-CONTROLLER

17.1. Auditor-Controller. The Auditor-Controller of the County shall be the Auditor -Controller for StanCOG.

17.2. Duties. The Auditor-Controller shall:

17.2.1. Draw warrants to pay demands against StanCOG when the demands have been approved by the StanCOG Policy Board and/or the StanCOG Executive Director. The Auditor -Controller shall be responsible on his/her official bond for the Auditor-Controller's approval of disbursements of StanCOG money.

17.2.2. Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities, and contributions made by each Party to this Agreement.

17.2.3. Make available all the financial records of StanCOG to a certified public accountant or public accountant contracted by StanCOG to make an annual audit of the accounts and records of StanCOG. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

17.3. Reimbursement. StanCOG shall reimburse the County for the cost of services provided by the Auditor-Controller to StanCOG on an at-cost basis.

17.4. Approvals. The Executive Director of the StanCOG and the Chairman of StanCOG Policy Board shall together have the power to approve to the auditor demands against StanCOG. The Vice-Chairman of StanCOG Policy Board shall be substituted in the absence or vacancy of either of the above officials.

18. FINANCING

18.1. Allocation of Financing. Each member shall contribute to the financial support of StanCOG. Each city's share of financial support shall be determined by the percentage its population has to the County as a whole. The County's share of financial support shall be determined by the percentage the population of the unincorporated areas of the County have to the County as a whole. Population is to be determined by the latest United States Decennial Census or later California State Department of Finance figures.

18.2. Annual Dues. The Policy Board may provide for annual dues to be paid by each member agency.

18.3. Fiscal Year. The fiscal year of StanCOG shall commence on July 1 of each year and shall terminate on June 30 of the following year. Each member shall deposit its share of financial support with the Treasurer of StanCOG no later than August 1 of each year.

18.4. Support from Member Agencies. A member agency in the exercise of the reasonable discretion of its governing body, may provide support for StanCOG, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and the professional and technical assistance as may be agreed upon from time to time by StanCOG and the respective member agencies. All assistance shall be provided on an at-cost basis.

18.5. Other Support and Fees. The Stanislaus Council of Governments shall apply for available state federal, regional, and local support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the Stanislaus Council of Governments Board may also establish and collect filing and processing fees from non-members in connection with matters to be considered by it.

19. BOND REQUIREMENTS

19.1. Bond Requirement. The Executive Director and such other persons employed by the Stanislaus Council of Governments as may be designated by the Stanislaus Council of Governments Policy Board, shall file with the Stanislaus Council of Governments Policy Board an official fidelity bond in a penal sum determined by the Stanislaus Council of Governments Board as security for the safekeeping of the Stanislaus Council of Governments' property entrusted to the employee. However, if the Executive Director or other such persons designated are already bonded by another agency, no additional bonding shall be required by this section. Premiums for any bonds required under this section shall be paid by the Stanislaus Council of Governments.

20. PARTIES LIABILITY

20.1. The debts, liabilities, and obligations of StanCOG shall not be debts, liabilities, or obligations of the Parties to this Agreement either singly or collectively.

21. ASSIGNABILITY

21.1. Assignability. With the approval of, and upon the terms agreed upon by, the governing body of each Party to this Agreement, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. Provided, however, no right or property of StanCOG shall be assigned without compliance with all conditions imposed by any state or federal entity from which Stanislaus Council of Governments has received financial assistance.

22. WITHDRAWAL OF A PARTY

22.1. Notice. A Party to this Agreement may, at any time, withdraw from the Stanislaus Council of Governments, following 90 days notice to StanCOG and all other Member Agencies of StanCOG, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party.

22.2. Effect of Withdrawal. Upon the effective date of such withdrawal such member shall cease to be bound by this Agreement, but shall continue to provide financial support through the approved percentage of planning funds provided to StanCOG, as Transportation Planning Agency under the provisions of Section 99233.2 of the Transportation Development Act. StanCOG assets representing any accumulated capital contribution of the withdrawing Party shall remain subject to StanCOG control, depreciation and use without compensation to the withdrawing party until termination of this Agreement and distribution of StanCOG assets.

22.3. Resumption of Membership. Any member agency which has withdrawn from StanCOG in accordance with the provisions of this Section 21 may resume its membership upon thirty (30) days' written notice to the then members, which notice may be waived by a majority vote of the StanCOG Policy Board.

23. TERMINATION AND DISSOLUTION

23.1. No Specific Term. This Agreement shall continue in force without specific term.

23.2. Termination. If, at any time, those Cities and County which are members of StanCOG contain less than 55% of the population residing within the area of Stanislaus County, based upon the latest available population estimates by the California Department of Finance, and there are less than a majority of local governments remaining as Member Agencies of StanCOG, StanCOG shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of payment of any obligations theretofore incurred.

23.3. Distribution of Assets. If this Agreement is terminated, all real and personal property owned by StanCOG shall be distributed to the Federal, State, or local funding agency or party to this Agreement that supplied the property or whose funding provided for the acquisition of the property unless other distribution is provided by law. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the Parties to this Agreement in proportion to the size of the jurisdiction as delineated in the latest California Department of Finance estimate of population.

23.4. Continues in Effect until Distribution. This Agreement shall not terminate until all property has been distributed in accordance with this provision.

24. RETURN OF SURPLUS FUNDS

24.1. Return of Surplus Funds. Upon termination of this Agreement, any surplus money on hand shall be returned, pro rata, to the Federal, State, or local agency or the party to this Agreement that provided the funds.

25. ADDITIONAL MEMBERS

25.1. Additional Members. In addition to the Cities identified in this Agreement, any city within Stanislaus County which may hereafter be incorporated and which desires to participate in the activities of StanCOG may do so by executing this Agreement without the prior approval or ratification of the named Parties to this Agreement and shall thereafter be a Party to this Agreement and be bound by all terms and conditions of this Agreement as of the date it executes this Agreement.

26. SUCCESSORS AND ASSIGNS

26.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

27. SEVERABILITY

27.1. Severability. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Member Agencies intended to enter into in the first instance.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

29. TITLES AND HEADING.

The Section titles and the headings of this Agreement are for convenience only and shall not be used in interpreting this Agreement.

30. EFFECTIVE DATE OF AGREEMENT

30.1. Effective Date. This Agreement shall become effective upon ratification by resolution of the Stanislaus County Board of Supervisors and each of the city councils of the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. From and after said date the agreements made establishing the Stanislaus Area Association of Governments dated May 11, 1971 and May 20, 1974, and the Agreement Establishing the Stanislaus Council of Governments dated June 5, 2001 shall be superseded, replaced and terminated by this Agreement and shall be of no further force and effect.

31. AMENDMENTS

31.1. This Agreement may be amended upon ratification by resolution of 75% of the member agencies representing 75% of the population of the County of Stanislaus as determined by the most recent Decennial Census. For this purpose each incorporated city shall represent those people residing within its city limits and the Stanislaus County Board of Supervisors shall represent those people who reside in the unincorporated areas of the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown in the respective signature blocks.

STANISLAUS COUNTY BOARD OF SUPERVISORS

By:_____
[Type Name]
[Type Title]

ATTEST:

By:_____
[Type Name]
Clerk of County Board of Supervisors

Approved as to Legal Form:

By:_____

[Type Name]
County Counsel

CITY OF CERES

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF HUGHSON

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF MODESTO

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF NEWMAN

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF OAKDALE

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF PATTERSON

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF RIVERBANK

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF TURLOCK

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF WATERFORD

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

EXHIBIT "A"

STANISLAUS COUNCIL OF GOVERNMENTS

AMENDED AND RESTATED BYLAWS

RECITALS:

WHEREAS, it is deemed prudent to amend and restate the Bylaws of The Stanislaus Council of Governments. These Amended Bylaws, dated _____, shall supersede the previous Bylaws as amended April 10, 1974; July 10, 1974; ~~and~~ November 10, 1976; and _____.

ARTICLE I
NAME

This joint powers agency shall be known as the STANISLAUS COUNCIL OF GOVERNMENTS ("StanCOG") and shall exercise its powers within the geographical area of the County of Stanislaus as set forth in the joint powers agreement entered into by the County and the Cities ("Party or collectively "Parties") establishing StanCOG.

ARTICLE II
MEETINGS

Section 1: Regular and Special Meetings.

A. The StanCOG Policy Board shall hold a regular meeting on the third Wednesday of each month, at 6:00 p.m., or at a time, specified by the StanCOG Policy Board. Such regular meetings shall be for considering reports of the affairs of StanCOG and for transacting such other business as may be properly brought before the meeting. Any regular meeting may be rescheduled on an individual basis as to date, time and place, by motion of the StanCOG Policy Board, in the event of a conflict with holidays, Director's schedules, or similar matters, or, in the event of a lack of a quorum, as specified below. Notice of regular meetings shall be given to each representative and alternate representative at least ten (10) days prior to each meeting.

B. Special meetings may be called in accordance with the California Ralph M. Brown Act. Special meetings may be called by the Chairperson. No business except that specified in the notice shall be discussed at a special meeting.

C. All meetings shall be conducted in accordance with the Ralph M. Brown Act.

Section 2: Closed Sessions.

A. All information presented in closed session shall be confidential. Ex-Officio non-voting members shall not be permitted to attend closed sessions.

B. Under Government Code Section 54956.96, StanCOG adopts a joint powers agency limited disclosure policy as follows:

1. All information received by the legislative body of the local agency member in a closed session related to the information presented to StanCOG in closed session shall be confidential. However, a member of the legislative body of a member local agency may disclose information obtained in a closed session that has directed financial or liability implications for that local agency to the following individuals:

a) Legal counsel of that member local agency for purposes of obtaining advise on whether the matter has direct financial or liability implications for that member local agency.

b) Other members of the legislative body of the local agency present in a closed session of that member local agency.

2. Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

Section 3: Cancellation of Meetings.

The StanCOG Executive Director or the Chairperson of the StanCOG Policy Board may cancel any regular or special meeting of StanCOG except upon objection by any representative.

Section 4: Notice of Meetings.

A. Notice of regular meetings shall be in accordance with the Ralph M. Brown Act. The StanCOG Executive Director or the Chairperson of the StanCOG Policy Board shall direct the publication of notices of all meetings, public hearings, etc., as required by the California Government Code. Such notices shall specify the place, the day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.

B. In the case of special meetings, the written notice shall specify the specific nature of the business to be transacted and shall be in accordance with the Ralph M. Brown Act.

Section 5: Committee Meetings.

Except as herein or otherwise provided, the Standing Committees of StanCOG shall meet on the call of their Chairperson. Notice of committee meetings shall be in accordance with the Ralph M. Brown Act.

Section 6. Quorum.

A quorum for conducting all matters of business shall be the presence of at least one (1) representative, or the alternate, from a majority of the Member Agencies. A two-thirds majority of those present shall be required to approve all expenditures.

Section 7. Voting.

A. Voting shall only be conducted at properly noticed meetings where a quorum has been established and members are physically present, except as provided in Government Code Section 54953 for teleconferencing.

B. Voting shall be by voice, show of hands, or roll call vote. ~~The consent calendar shall be by roll call vote.~~ Any Director may request a roll call vote.

C. In all cases, a vote to "abstain" shall be counted as an "aye" vote unless there is a majority vote to defeat the motion and then the ~~cote~~vote to abstain shall be counted as a "no" vote.

Section 8: Lack of a Quorum.

A. If less than a quorum of the Directors are present at any properly called regular, adjourned regular, special, or adjourned special meeting, the member(s) who are present may adjourn the meeting to a time and place specified in the order of adjournment. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was to have been held within 24 hours after adjournment.

B. If all the members are absent from any regular or adjourned regular meeting, the Executive Director may so adjourn the meeting and post the order or notice of adjournment as provided, and additionally shall cause a written notice of the adjournment to be given in the same manner as for a notice of a special meeting.

C. If the notice or order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for the regular meeting of StanCOG.

Section 9. Agenda.

Any Director or the Executive Director may cause an item to be placed on the agenda.

Section 10. Adjournment.

Except as provided in Section 8 above, a meeting may be adjourned by the presiding officer's own action; however, any Director may object to such adjournment by the presiding officer and then a motion and action is required in order to adjourn the meeting in accordance with Robert's Rules of Order.

ARTICLE ~~III~~III
CONDUCT OF MEETINGS

Section 1: General Conduct.

Except as herein or otherwise provided, ROBERTS RULES OF ORDER shall govern all proceedings of the Council. In any event, all proceedings and conduct of the meetings shall be in full compliance with the State of California Government Code.

Section 2. Decorum

All Directors, and staff, shall conduct themselves in accordance with Robert's Rules of Order and in a civil and polite manner toward other board members, employees, and the public. Using derogatory names, interrupting the speaker having the floor, or being disorderly or disruptive, are prohibited actions. If any meeting is willfully interrupted by any individual so as to render the orderly conduct of that meeting infeasible, that individual may be removed from the meeting. If any group or groups of persons willfully interrupts a meeting so as to render the orderly conduct of that meeting infeasible, the presiding officer, or a majority of the Board, may clear the meeting room in accordance with Government Code Section 54957.9.

Section 3: Voting Authorization.

All votes shall be cast by the person or persons authorized to do so by the member which they represent. Such authorization shall be made known to the Executive Director of StanCOG at least twenty-four hours prior to the meeting. No proxy, absentee, or fractional votes may be cast.

ARTICLE ~~III~~IV
EXECUTIVE SESSIONS

Section 1: Executive Sessions.

Executive sessions shall be held in conformance with the Government Code of the State of California.

ARTICLE ~~IV~~V
OFFICERS

Section 1: Chair.

A. The representatives of StanCOG shall elect from among their members a Chair of the Policy Board. The Chair shall serve a one-year term of office beginning at the first regular meeting of each ~~fiscal year.~~calendar year. The Chair may serve more than one (1) term if re-elected by the Policy Board.

B. The Chair shall preside at all meetings of the Policy Board and such other meetings approved by the Policy Board.

C. The Chair shall serve as the official spokesperson for the Policy Board.

D. The Chair shall appoint such committees and other working groups as prescribed by the Policy Board.

E. The Chair shall ~~designated~~designate Directors or others to represent the Policy Board at various meetings, hearings, and conferences.

F. The Chair shall perform such other duties as necessary to carry out the work of the Policy Board or as prescribed by law.

Section 2: Vice-Chair.

A. The representatives of StanCOG shall elect from among their members a Vice-Chair of the Policy Board. The Vice-Chair shall serve a one-year term of office beginning at the first regular meeting in each ~~fiscal year.~~calendar year. The Vice-Chair may serve more than one (1) term if re-elected by the Policy Board.

B. The Vice-Chair shall act in the place of and have all the powers and duties of the Chair in the absence of the Chair.

Section 3: Absences.

In the absence of both the Chair and the Vice-Chair, a majority of the Policy Board shall select a Director to serve as Chair Pro Tem.

Section 4: Secretary.

The Executive Director shall serve as the Secretary of the StanCOG Policy Board. The Secretary shall maintain a public record of the Policy Board's resolutions, transactions, findings, and determinations, and shall prepare agendas and minutes of each Regular and Special meeting of StanCOG.

Section 5: Vacancy.

Upon a vacancy occurring in the office of the Chair, the Vice-Chair shall assume the office of Chair for the balance of the unexpired term. Upon a vacancy occurring in the office of

the Vice-Chair the representatives shall elect, from among their members, a Vice-Chair to serve the balance of the unexpired term.

ARTICLE ~~V~~VI
COMMITTEES

Section 1: Standing Committees.

The Standing Committees of the Council shall be:

A. Executive Committee.

~~The Executive Committee shall be constituted from among the representatives of the Member Agencies.~~ The Executive Committee shall consist of five (5) members of the StanCOG Policy Board: Two of the representatives from the Stanislaus County Board of Supervisors, to be appointed by and serve at the pleasure of the Stanislaus County Board of Supervisors; One of the representatives from the City of Modesto, to be appointed by and to serve at the pleasure of the City of Modesto City Council, and; Two representatives from among the other Cities, said representatives to be chosen each year by ~~a caucus of~~ the Policy Board members representing the cities other than Modesto, and serve at the pleasure of~~,~~ these other cities. The Chairperson ~~of the Stanislaus Council of Governments~~and Vice-Chairperson of the Policy Board shall be ex officio two of the ~~Chairperson~~five members of the Executive Committee~~. The~~, representing their respective Member Agencies, and shall serve as the Chairperson and Vice-Chairperson of the ~~Stanislaus Council of Governments shall be ex officio a member of the~~ Executive Committee.

The Executive Committee shall be operated in accordance with the Bylaws of the Policy Board.

B. Management and Finance Committee.

The Management and Finance Committee shall consist of the Chief Administrative Official for the County of Stanislaus, or his or her designee; and the City Manager/Administrator for the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

~~C. Citizens Advisory Committee.~~

The ~~Citizens Advisory~~Management and Finance committee shall be operated in accordance with the Bylaws of the ~~Citizens Advisory Committee~~Policy Board.

~~D~~C. Social Services Transportation Advisory Council.

The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.

2. One representative of potential transit users who is handicapped.

3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.

4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.

5. One representative of a local social service provider for persons of limited means.

6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

The Social Services Transportation Advisory ~~Council~~Committee shall be operated in accordance with the Bylaws of the Social Services Transportation Advisory ~~Council~~Committee.

~~E~~D. ~~Sustainable Communities Strategy Steering~~Citizens Advisory Committee.

The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

The ~~Sustainable Communities Strategy Steering Committee~~Citizens Advisory Council shall be operated in accordance ~~with~~ the Bylaws of the ~~Sustainable Communities Strategy Steering Committee~~Citizens Advisory Council.

D. ~~F.~~ Bicycle / Pedestrian Advisory Committee .

The Bicycle/Pedestrian Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

The Bicycle/Pedestrian Advisory Committee shall be operated in accordance with the Bylaws of the Bicycle/Pedestrian Advisory Committee.

F. Valley Vision Stanislaus Steering Committee.

The Valley Vision Stanislaus Steering Committee shall be comprised of up to twenty-one (21) members which shall consist of Tier I and Tier II members as follows:

Tier I Members: One representative (Planning Director or his/her designee) from each of the ten (10) Member Agencies (Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and Stanislaus County); one (1) representative (Executive Officer or his/her designee) from LAFCO; one (1) representative from the Policy Board.

Tier II Members: One representative may be appointed as needed from each of the following: Citizens Advisory Committee, Health Industry, Agriculture Industry, Environment/Conservation, Economic Development, Building Industry, Transit User/Provider, Education and Environmental Justice.

The Valley Vision Stanislaus Steering Committee shall be operated in accordance with the Bylaws of the Valley Vision Stanislaus Steering Committee.

Section 2: Special Committees.

The Chair of the Policy Board or Directors may appoint additional committees as may be necessary or desirable.

ARTICLE ~~VI~~VII
FINANCIAL DETERMINATIONS

Section 1: Withdrawal.

A member of ~~the Council~~ StanCOG that withdraws from ~~the Council~~ StanCOG shall not have its financial contribution refunded.

Section 2: Newly Incorporated Cities.

Any newly incorporated city which becomes a member of ~~the Council~~StanCOG after the commencement of a fiscal year shall not be required to contribute financially to ~~the Council~~StanCOG until the subsequent fiscal year, providing that the said newly incorporated city becomes a member of ~~the Council~~StanCOG within one (1) year of its incorporation date.

Section 3: Other Political Entities.

Any other political entity which becomes a member of ~~the Council~~StanCOG after the commencement of a fiscal year shall contribute to the Council that amount which it would have contributed had it been a member at the commencement of the fiscal year.

ARTICLE ~~VII~~VIII
REFERRALS

StanCOG may accept by letter or resolution referrals for study and report from any duly constituted advisory or legislative body or their representatives. Reports will be made and returned to the referring body within a reasonable time.

ARTICLE ~~VIII~~IX
REPORTS

~~The Council~~StanCOG shall render a written report on its activities at the end of each fiscal year of operation to each legislative body which is a Member Agency of StanCOG.

ARTICLE ~~IX~~X
INITIATIVE

~~The Council~~StanCOG may, upon its own initiative, institute action to carry out any routine or special study or project.

ARTICLE ~~X~~XI
COORDINATION

It is the policy of ~~the Council~~StanCOG to establish technical and advisory liaison with all other agencies and bodies seeking to improve the quality of planning, health, safety, welfare and governmental services for the Stanislaus Regional Area.

ARTICLE ~~XI~~XII
TRANSMITTAL OF PLANNING INFORMATION

~~Section 1: The Council~~StanCOG hereby approves as a regular operating procedure the transmittal of planning information to the individual Boards of Supervisors, City Councils, County and City Planning Commissions, the California State Office of Planning, and any other duly constituted regional area, metropolitan, or other Planning Commission which may request in writing such information.

ARTICLE ~~XII~~XIII
AMENDMENTS

Section 1: These Bylaws may be amended by a two-thirds vote of those representatives voting at a Regular Meeting of the StanCOG Policy Board.

Section 2: Amendments to these Bylaws may be proposed by any representative of StanCOG.

Section 3: In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted in writing by the Secretary to the representatives and alternate representatives at least fifteen (15) days prior to the meetings.

APPENDIX I

STANISLAUS COUNCIL OF GOVERNMENTS

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

BYLAWS

ARTICLE I
FUNCTION

Section 1: The Social Services Transportation Advisory Council (SSTAC) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board and have the following responsibilities:

1. Annually participate in the identification of transit needs in the jurisdiction, including unmet transit needs that may exist within the jurisdiction of the Stanislaus Council of Governments, and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services.

2. Annually review and recommend action by StanCOG for the area within StanCOGs jurisdiction which finds by resolution, that:

   A. there are no unmet transit needs; or

   B. there are no unmet transit needs that are reasonable to meet; or

   C. there are unmet transit needs, including needs that are reasonable to meet.

3. Advise StanCOG on any other major transit issues, including the coordination and consolidation of specialized transportation services.

ARTICLE II
MEMBERSHIP

Section 1: The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.

2. One representative of potential transit users who ~~are~~is handicapped.

3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.

4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, ~~it~~if one exists.

5. One representative of a local social service provider for persons of limited means.

6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

Section 2: A quorum shall constitute one-half (1/2) plus one (1) of the current membership.

Section 3: Any qualified resident of Stanislaus County may apply for membership on the Social Services Transportation Advisory Council. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Social Services Transportation Advisory Council shall be valid for a period of two years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Executive Committee of StanCOG shall appoint, from the list of applicants, the members of the Social Services Transportation Advisory Council.

~~Section 5: Additional nominees for the Social Services Transportation Advisory Council may be supplied by the Commission on Aging, the Mayor's Committee for Employment of Persons with Disabilities, and the United Way.~~

ARTICLE III
TERM OF OFFICE

Section 1: Of the initial appointments to the Social Services Transportation Advisory Council, one-third of them shall be for a one-year term, one-third shall be for a two-year term, and one-third shall be for a three-year term.

Section 2: Subsequent to the initial appointment, the term of appointment shall be for three years, which may be renewed for ~~an~~ additional three-year ~~term~~terms.

~~Section 3: In no case shall any member of the Council serve on the Council longer than eight consecutive years.~~

ARTICLE IV
MEETINGS

Section 1: The Policy Board ~~Executive Committee~~ shall establish a regular place and time for meetings of the Social Services Transportation Advisory Council, in consultation of the Committee members.

Section 2: The Executive ~~Committee~~Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Social Services Transportation Advisory Council will be expected to attend the meetings of the Council on a regular basis. Any member of the Council who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year, may be dismissed from the Council.

ARTICLE VI
REMOVAL

The Executive Committee of StanCOG may, at any time, recommend the removal of any member of the Social Services Transportation Advisory Council. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The Social Services Transportation Advisory Council shall elect from among its membership a Chair, and a Vice-Chair~~, and a Secretary~~. The term of office shall be for one year.

Section 2: The Social Services Transportation Advisory Council shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Social Services Transportation Advisory Council shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the StanCOG fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

~~An appointed member~~The Executive Director of StanCOG, or his or her appointee, shall serve as the ~~liaison between the Policy Board and~~Secretary of the Social Services Transportation Advisory Council and shall provide the Social Services Transportation Advisory Council with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the StanCOG Policy Board, the members of the Social Services Transportation Advisory Council shall receive no compensation for their service.

Section 2: The Policy Board shall provide the Committee with the financial support StanCOG deems necessary for the successful functioning of the Social Services Transportation Advisory Council.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the Social Services Transportation Advisory Council present and voting at a regular meeting of the Social Services Transportation Advisory Council, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members present and voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the said proposed amendment has been submitted in writing to the members of the Social Services Transportation Advisory Council at least ~~thirty~~fifteen (~~30~~15) days prior to the meeting at which a vote is to be taken.

APPENDIX ~~HHI~~

STANISLAUS COUNCIL OF GOVERNMENTS

CITIZENS ADVISORY COMMITTEE BYLAWS

ARTICLE I
FUNCTION

Section 1: The Citizens Advisory Committee (CAC) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board on matters related to transportation from the public's perception and transportation activities affecting the general public.

ARTICLE II
MEMBERSHIP

Section 1: The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County. A quorum shall ~~consist of~~constitute one-half (1/2) plus one (1) of the current membership.

Section 2: The ten members of the Committee shall consist of one representative from each of the following jurisdictions:

~~City of Ceres~~	~~City of Hughson~~
~~City of Modesto~~	~~City of Newman~~
~~City of Oakdale~~	~~City of Patterson~~
~~City of Riverbank~~	~~City of Turlock~~
~~City of Waterford~~	~~Stanislaus County~~
City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

Section 3: Any resident of Stanislaus County may apply for membership on the Citizens Advisory Committee. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Committee shall be valid for a period of two (2) years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Policy Board's Executive Committee shall appoint from the list of applicants the members of the Citizens Advisory Committee.

Section 5: When making Citizen's Advisory Committee appointments, the Policy Board's Executive Committee shall attempt to fill vacancies on the Committee by appointing

members from an agency or jurisdiction that is not already represented on the Committee. The Executive Committee shall also consider obtaining a balance of views and a cross-section of county interests.

ARTICLE III
TERM OF OFFICE

Section 1: ~~Except as provided above,~~ Each appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any member of the Committee serve on the Committee longer than eight (8) consecutive years.

ARTICLE IV
MEETINGS

Section 1: The ~~Executive Committee~~Policy Board shall establish a regular place and time for meetings of the Committee, in consultation of the Committee members.

Section 2: The Executive ~~Committee~~Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Citizens Advisory Committee will be expected to attend the meetings of the Committee on a regular basis. Any member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year, may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Executive Committee may, at any time, recommend the removal of any member of the Citizens Advisory Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The Citizens Advisory Committee shall elect from among its membership a Chair, and a Vice-Chair~~, and a Secretary~~. The term of office shall be one year.

Section 2: The Citizens Advisory Committee shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Committee shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the StanCOG fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

~~An appointed member~~The Executive Director of StanCOG, or his or her appointee, shall serve as the ~~liaison between the Policy Board and~~Secretary of the Citizens Advisory Committee and shall provide the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Citizens Advisory Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the Committee with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X

AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the Committee present and voting at a regular meeting of the Committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted in writing to the members of the committee at least ~~thirty~~fifteen (~~30~~15) days prior to the meeting at which a vote is to be taken.

APPENDIX ~~IV~~III

STANISLAUS COUNCIL OF GOVERNMENTS

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE BYLAWS

ARTICLE I
FUNCTION

~~There is hereby created~~ The Bicycle and Pedestrian Advisory Committee ~~[~~(BPAC~~]~~ ~~which~~) shall be a standing committee of the Stanislaus Council of Governments ~~[StanCOG]~~ ~~*(also known as the Policy Board).*~~ ~~The BPAC~~. The Committee shall advise the StanCOG Policy Board on ~~all~~ matters related to bicycle and pedestrian needs or concerns and advise on the development of ~~StanCOG's~~the StanCOG Non-motorized Transportation Plan.

ARTICLE II
MEMBERSHIP

Section 1: The Bicycle and Pedestrian Advisory Committee shall be comprised of ten (10) residents of Stanislaus County. A quorum shall ~~consist of~~constitute one-half (1/2) plus one (1) of the current membership.

Section 2: The ten members of the Committee shall consist of one representative from each of the following jurisdictions:

City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

Section 3: Any resident of Stanislaus County may apply for membership on the Bicycle and Pedestrian Advisory Committee. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Committee shall be valid for a period of two (2) years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Policy Board's Executive Committee shall appoint from the list of applicants the members of the Bicycle and Pedestrian Advisory Committee.

Section 5: When making Bicycle and Pedestrian Advisory Committee appointments, the Policy Board's Executive Committee shall attempt to fill vacancies on the Committee by appointing members from an agency or jurisdiction that is not already represented on the Committee. The Executive Committee shall also consider obtaining a balance of views and a cross-section of county interests.

Section 6: The following agencies are invited to have members attend meetings of the BPAC and share their expertise, as non-voting members.

- Various City agencies having an interest in non-motorized transportation
- Stanislaus County [Department of Public Works, Traffic Engineering, or related departments]
- California Department of Transportation [CalTrans]
- Stanislaus County-based bicycling or pedestrian organizations

Section 7: Any appointment term shall commence as of the date of appointment.

ARTICLE III
TERM OF OFFICE

Section 1: Each appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any member of the Committee serve on the Committee longer than eight (8) consecutive years.

ARTICLE IV
MEETINGS

Section 1: The Policy Board ~~Executive Committee~~ shall establish a regular place and time for meetings of the Committee, in consultation of the Committee members.

Section 2: The Executive ~~Committee~~Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Bicycle and Pedestrian Advisory Committee are expected to attend the meetings of the Committee on a regular basis. Any member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Policy Board Executive Committee may, at any time, recommend the removal of any member of the Bicycle and Pedestrian Advisory Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The BPAC shall elect from among its membership a Chair~~,~~ and a Vice-Chair~~, and a Secretary~~. The term of office for each shall be one year.

Section 2: The BPAC shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Committee shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the California fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

~~An appointed staff member~~The Executive Director of StanCOG, or his or her appointee, shall serve as the ~~liaison between the Policy Board and~~Secretary of the Bicycle and Pedestrian Advisory Committee and shall provide ~~that~~the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Bicycle and Pedestrian Advisory Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the BPAC with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the BPAC voting at a regular meeting of the Committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members voting at a

regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted, in writing, to the members of the BPAC at least ~~thirty~~fifteen (~~30~~15) days prior to the meeting at which a vote is to be taken.

APPENDIX ~~V~~IV

STANISLAUS COUNCIL OF GOVERNMENTS

VALLEY VISION STANISLAUS STEERING COMMITTEE BYLAWS

ARTICLE I
FUNCTION

The Valley Vision Stanislaus Steering Committee (VVS) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board on issues related to the development of the Sustainable Communities Strategy (SCS) as part of the Regional Transportation Plan (RTP).

ARTICLE II
MEMBERSHIP

Section 1: The Valley Vision Stanislaus Steering Committee shall be comprised of up to twenty-one (21) members. A quorum shall consist of one-half (1/2) plus ~~one~~1 (1) of the current membership.

Section 2: The twenty-one (21) members of the Committee shall consist of Tier I and Tier II members.

Tier I Members ~~shall be~~:

- One representative (Planning Director or his/her designee) from each of the 10 Member Agencies~~;~~:
- ~~One member from the Citizens Advisory Committee;~~

City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

- One ~~member~~representative (Executive Officer or his/her designee) from LAFCO~~; and~~
- One ~~member~~representative from the ~~StanCOG~~ Policy Board~~.~~

Tier II Members:

~~Tier II Members shall be~~ One representative may be appointed as needed from each of the following:

Citizens Advisory Committee

- Health Industry
- Agriculture Industry
- Environment/Conservation
- Economic Development
- Building Industry
- Transit User/Provider
- ~~Stanislaus County Office of~~ Education
- Environmental Justice

~~Each committee member shall be appointed by his/her jurisdiction and the committee, as the case may be, to the Valley Vision Stanislaus Steering Committee and approved by the Policy Board Executive Committee.~~

ARTICLE III
TERM OF OFFICE

Section 1: Tier I appointments shall not be subject to term restrictions or limits. Each Tier II appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any Tier II member of the Committee serve on the Committee longer than eight (8) consecutive years.

Section 3: Any appointment term shall commence as of the date of appointment.

ARTICLE IV
MEETINGS

Section 1: The ~~Valley Vision Stanislaus Steering Committee~~Policy Board shall establish a regular place and time for meetings of the Committee.

Section 2: The Executive ~~Committee~~Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Valley Vision Stanislaus Steering Committee are expected to attend the meetings of the Committee on a regular basis. Any Tier II member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Policy Board Executive Committee may, at any time, recommend the removal of any Tier II member of the Valley Vision Stanislaus Steering Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The VVS shall elect from among its membership a Chair~~,~~ and a Vice-Chair~~, and a Secretary~~. The term of office for each shall be one year.

Section 2: The VVS shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Committee shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the California fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

~~An appointed staff member~~The Executive Director of StanCOG, or his or her appointee, shall serve as the ~~liaison between the Policy Board and~~Secretary of the Valley Vision Stanislaus Steering Committee and shall provide ~~that~~the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Valley Vision Stanislaus Steering Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the VVS with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the VVS voting at a regular meeting of the Committee, and shall be subject to the

majority approval of the Stanislaus Council of Governments Policy Board members voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted, in writing, to the members of the VVS at least ~~thirty~~fifteen (~~30~~15) days prior to the meeting at which a vote is to be taken.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE AMENDED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING THE STANISLAUS COUNCIL OF GOVERNMENTS AND THE AMENDED AND RESTATED BYLAWS	}	**RESOLUTION NO. 2016-**

WHEREAS, on March 18, 2015, the Stanislaus Council of Governments (StanCOG) Policy Board approved an amendment to the Joint Powers Agreement (JPA); and

WHEREAS, changes are minor and include: updates to the standing committee descriptions and composition information, clarifying the selection process for the Executive Committee of the StanCOG Policy Board, and adjusting the term of office for the Chair and Vice Chair of the Policy Board from a fiscal year to a calendar year to correspond with elected official's terms of office; and

WHEREAS, based upon the amendment to the JPA, it was determined that an amendment to the Bylaws (Exhibit A to the JPA) was also necessary; and

WHEREAS, the City of Turlock is a member agency of the StanCOG; and

WHEREAS, pursuant to Section 31.1 of the JPA, this agreement may be amended upon ratification by resolution of 75% of the member agencies representing 75% of the population of the County of Stanislaus.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the amended and restated Joint Powers Agreement establishing the Stanislaus Council of Governments and the amended and restated Bylaws.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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

AMENDED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING THE STANISLAUS COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into in the County of Stanislaus, State of California, this _____ day of _____, 2016, is between the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, all municipal corporations, and the County of Stanislaus, a political subdivision of the State of California. The municipal corporations are sometimes referred to individually as "City" and collectively as "Cities." The County of Stanislaus is sometimes referred to as "County." The Cities and County are sometimes referred to individually as a "Party" and collectively as "Parties."

W I T N E S S E T H:

1. RECITALS.

1.1. Common Power. Chapter 5 of Division 7 of Title 1 (Sections 6500, et seq.) of the California Government Code authorizes two (2) or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the contracting parties.

1.2. Common Authority. The City of Modesto, by virtue of its charter, and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, by virtue of California Government Code Section 65600 through 65604, inclusive, possess in common the authority:

1.2.1. To study, discuss, and develop solutions to area-wide problems of direct concern to the performance of their constitutional and statutory functions and to establish an area planning organization and expend public funds for these purposes.

1.2.2. To do all acts necessary to participate in federal programs and receive federal funds for health, education, welfare, public works, and community improvement activities, including contracting and cooperating with other agencies.

1.3. Orderly Development. The people residing within the incorporated and unincorporated areas of Stanislaus County have an interest in the orderly development of their communities.

OK for Agenda

1.4. Independent Agency. The continued growth and extensive development within the incorporated and unincorporated areas of Stanislaus County evidenced a need to create a wholly independent regional agency capable of dealing with area-wide issues and problems.

1.5. Predecessor. The foregoing need led to the creation and establishment of the Stanislaus Area Association of Governments on May 11, 1971, the subsequent approval of a Revised Joint Powers Agreement on May 28, 1974, and a subsequent approval of a Joint Powers Agreement establishing the Stanislaus Council of Governments on June 5, 2001.

1.6. Effects. The establishment of STANISLAUS COUNCIL OF GOVERNMENTS (hereinafter referred to as "StanCOG") has:

1.6.1. Provided a forum to study and develop solutions to area-wide problems of mutual concern to the various governmental entities in Stanislaus County.

1.6.2. Provided efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources.

1.6.3. Provided for the establishment of an agency responsible for identifying, planning, and developing solutions to regional problems requiring multijurisdictional cooperation.

1.6.4. Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide duties.

1.6.5. Facilitated cooperation among and agreement between local governmental bodies for specific purposes, interrelated development actions, and for the adoption of common policies with respect to issues and problems which are common to its members.

1.7. Amendment. The Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford and the County of Stanislaus, at this time, desire to amend that certain joint powers agreement of June 5, 2001, as subsequently amended on December 12, 2007, and enter into this Amended and Restated Agreement in order to establish the duties and powers of the STANISLAUS COUNCIL OF GOVERNMENTS.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

2. STATEMENT OF PURPOSE

The member Cities and the County have joined together to establish the Stanislaus Council of Governments for the following purposes:

2.1. Area-Wide Opportunities. A number of opportunities and issues within the area are either area-wide in nature or have area-wide aspects or implications, including, but not

limited to transportation, air quality, land use, economic development, job creation, and the reduction of unemployment.

2.2. Need. There is a demonstrated need for the establishment of an organization of the Cities and the County within the area to provide a forum for study and development of recommendations to area-wide problems of mutual interest and concern to the Cities and the County and to facilitate the development of policies and action recommendations for the solution of problems.

2.3. Independent Review. The Cities and the County wish to create an area-wide organization which will independently review and make comments to the member Cities and the County regarding projects which receive state or federal funding.

2.4. Elected Officials. The Cities and the County believe that an area-wide planning organization, governed solely by elected officials from the Cities and the County, with a staff independent of any City or the County, is best suited for area-wide planning and review.

2.5. Area-Wide Problems. The Cities and the County, working together through this organization, can exercise initiative, leadership, and responsibility for solving area-wide problems.

2.6. Allocation of Resources. The Cities and the County share common area-wide problems and issues, and at the same time, have different needs and priorities and are affected in different ways by these common area-wide problems and issues. The resources of StanCOG shall be allocated in a manner so that the needs of any portion of the area are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

3. ESTABLISHMENT OF STANISLAUS COUNCIL OF GOVERNMENTS

3.1. Continued Public Entity. Upon the effective date of this Agreement, the Parties hereto hereby continue the STANISLAUS COUNCIL OF GOVERNMENTS, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

3.2. Continuation of Duties. StanCOG is the successor entity to the Area Association of Governments established in 1971, insofar as its predecessor entity has been designated, and insofar as legally authorized, it shall continue to function, without interruption in its duties, as:

3.2.1. The Local Transportation Authority (LTA) as designated by the Stanislaus County Board of Supervisors, pursuant to the Local Transportation Authority and Improvement Act set forth at California Public Utilities Code Sections 180,000, et seq.

3.2.2. The Area-wide Planning Organization (APO) as designated by the U.S. Department of Housing and Urban Development (HUD);

3.2.3. The Metropolitan Planning Organization (MPO) as designated by the U.S. Department of Transportation; pursuant to Title 23 of United States Code, Section 134 (23 USC 134) and Title 49 of the Unites States Code, Section 5303(b)(2).

3.2.4. The Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California; pursuant to California Government Code Sections 65080, et seq.

3.2.5. The regional planning representative, as designated by the parties hereto, for the purpose of acting upon any appropriate proposals which may be presented to the StanCOG Policy Board of Directors for consideration, or which the StanCOG Policy Board of Directors may elect to take up, and for transmission of proposed recommendations to Federal, State, and local agencies, including, but not limited to the member entities of StanCOG.

3.2.6. The Congestion Management Agency (CMA) as designated by the Stanislaus County Board of Supervisors, pursuant to California Government Code Sections 65088, et seq.

3.2.7. The Abandoned Vehicle Authority (AVA) as designated by the Stanislaus County Board of Supervisors, pursuant to California Vehicle Code, Section 22710(a).

4. COOPERATION

The Parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of the StanCOG Policy Board or any committee or subcommittee thereof, which members shall act for and on behalf of their Cities or the County in any and all matters which shall come before StanCOG, subject to any necessary and legal approvals of their acts by the legislative bodies of the Cities and the County.

5. MEMBER AGENCIES.

StanCOG shall be composed of the County of Stanislaus and the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, together hereinafter referred to as the Member Agencies.

6. BOARD AND VOTING

6.1. Board. The Stanislaus Council of Governments shall be governed by a Board of Directors, herein referred to as the StanCOG Policy Board, the members of which shall be appointed by the Member Agencies as follows.

6.1.1. Five members of the Board of Supervisors of the County of Stanislaus, with each member having one vote.

6.1.2. Three members from the Modesto City Council, with each member having one vote.

6.1.3. One (1) member from each of the City Councils of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford (with the Mayor an eligible member), and each member having one (1) vote.

6.1.4. A representative or his or her alternate must be present to vote.

6.2. Appointment and Term of Office. Members shall be appointed by the governing body of each Party and shall serve at the pleasure of their appointing body or until their respective successors are appointed. The term of office of each representative and alternate representative, should the alternate be an elected official, shall correspond with his or her term of office on the legislative body he or she represents. If a vacancy occurs, it shall be filled by a new appointment made by the appropriate Member Agency.

6.3. Alternate Representatives. Each Member Agency shall designate at least one alternate representative. Said alternates need not be elected officials of the member, however, the County Chief Executive Officer and the Modesto City Manager are not eligible to be designated as alternates. Members may designate more than one alternate for each representative, as deemed prudent by that member. To be eligible to cast the vote of the member, alternates must be designated, and notice of said designation given to the StanCOG Executive Director, at least twenty-four (24) hours prior to the first meeting at which that alternate is to attend on behalf of the Member Agency's designated Representative.

6.4. Quorum and Majority Requirements. The presence of at least one (1) representative, or in the absence of a representative his or her alternate, from a majority of the Member Agencies, shall constitute a quorum. A quorum shall be necessary for the purpose of conducting official business. A two-thirds majority of those present shall be required to approve all expenditures. For all other business, a majority vote of those present shall be sufficient. A roll call vote shall be conducted at the request of any representative.

6.5. Meeting Time and Place. The Stanislaus Council of Governments shall establish a time and place for regular Policy Board meetings. All meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, section 54950 et seq.

7. EXECUTIVE COMMITTEE

7.1. Executive Committee. The Executive Committee shall consist of five (5) members of the StanCOG Policy Board: Two of the representatives from the County Board of Supervisors, to be appointed by and serve at the pleasure of the County Board of Supervisors; One of the representatives from the City of Modesto, to be appointed by and to serve at the

pleasure of the City of Modesto and; Two representatives from among the other cities, said representatives to be chosen each year by the Policy Board members representing the cities other than Modesto. The Chairperson and Vice-Chairperson of the Policy Board shall be ex officio two of the five members of the Executive Committee, representing their respective Member Agencies, and shall serve as the Chairperson and Vice-Chairperson of the Executive Committee.

7.2. Powers of Executive Committee. The Executive Committee shall have such powers as are not inconsistent with this Agreement and as delegated to it by the StanCOG By-laws or the StanCOG Policy Board.

7.3. Alternate Representatives. Each representative of the Member Agency that sits on the Executive Committee shall designate at least one alternate representative in the manner set forth in Section 6.3, except that each alternate shall be a member of the StanCOG Policy Board.

8. MANAGEMENT AND FINANCE COMMITTEE.

8.1. Management and Finance Committee. The Management and Finance Committee shall consist of the Chief Administrative Official for the County of Stanislaus, or his or her designee; and the City Manager/Administrator for the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

8.2. The Management and Finance Committee shall be operated in accordance with the Bylaws of the Policy Board attached hereto as Exhibit A.

9. SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

9.1. Social Services Transportation Advisory Council. The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.
2. One representative of potential transit users who are handicapped.
3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.
5. One representative of a local social service provider for persons of limited means.
6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section

15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

9.2. The Social Services Transportation Advisory Council shall be operated in accordance with the Bylaws of the Social Services Transportation Advisory Council attached hereto as Appendix I.

10. CITIZENS ADVISORY COMMITTEE

10.1. Citizens Advisory Committee. The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

10.2. The Citizens Advisory Committee shall be operated in accordance with the Bylaws of the Citizens Advisory Committee attached hereto as Appendix II.

11. BICYCLE / PEDESTRIAN ADVISORY COMMITTEE

11.1. Bicycle / Pedestrian Advisory Committee. The Bicycle/Pedestrian Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

11.2. The Bicycle / Pedestrian Advisory Committee shall be operated in accordance with the Bylaws of the Bicycle / Pedestrian Advisory Committee attached hereto as Appendix III.

12. VALLEY VISION STANISLAUS STEERING COMMITTEE

12.1. Valley Vision Stanislaus Steering Committee. The Valley Vision Stanislaus Steering Committee shall be comprised of twenty-one (21) residents of Stanislaus County, one (1) from each of the Member Agencies, and one representative from: Citizens Advisory Committee, Policy Board, LAFCO, Health, Agriculture, Environment/Conservation, Economic Development, Building Industry, Transit User/Provider, Education and Environmental Justice.

12.2. The Valley Vision Stanislaus Steering Committee shall be operated in accordance with the Bylaws of the Valley Vision Stanislaus Steering Committee attached hereto as Appendix IV.

13. POWERS AND FUNCTIONS

13.1. Specific Functions. The Stanislaus Council of Governments shall have the common power of the Parties hereto to plan, establish, administer, and operate an independent area planning organization and in the exercise of that power the Stanislaus Council of Governments is authorized in its own name to:

13.1.1. Employ an Executive Director as the chief administrative officer of Stanislaus Council of Governments.

13.1.2. Employ agents and employees and contract for professional services.

13.1.3. Make and enter into contracts.

13.1.4. Acquire, hold and convey real and personal property, including the power to acquire property by eminent domain.

13.1.5. Undertake the planning, design, environmental clearance and construction of transportation and other projects.

13.1.6. Cooperate with other agencies, counties and other local public agencies and participate in joint projects as necessary.

13.1.7. Incur debts, obligations and liabilities.

13.1.8. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California or any department, instrumentality, or agency thereof, for the purpose of financing its activities.

13.1.9. Invest money that is not needed for immediate necessities, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code.

13.1.10. Have appointed members and ex-officio members of the Stanislaus Council of Governments serve without compensation from the Stanislaus Council of Governments, except that members of the StanCOG Policy Board may be reimbursed for all reasonable expenses and costs relating to attendance at Stanislaus Council of Governments meetings or other Stanislaus Council of Governments business.

13.1.11. Sue and be sued, in its own name only, but not in the name or stead of any Member Agency.

13.1.12. Exercise any and all other powers as may be provided for in California Government Code Section 6547.

13.1.13. The Stanislaus Council of Governments is hereby designated by the parties to this Agreement as the regional review agency for the purposes of acting on any appropriate proposals which may be presented to it for consideration, and as the sole regional planning representative for transmission of proposed recommendations to the U.S. Department of Housing and Urban Development or such other agency of the Federal Government or State Government as may be designated to receive such recommendations from the Council, and as the area-wide planning organization (APO) for the County of Stanislaus as such APO is defined in pertinent State and/or Federal directives and regulations.

13.1.14. File, within 30 days of the effective date of this Agreement, a Notice of the Agreement with the office of the California Secretary of State, pursuant to California Government Code, section 6503.5

13.1.15. Do all other acts reasonable and necessary to carry out the purposes of this Agreement.

13.2. Limitation. The powers to be exercised by the Stanislaus Council of Governments are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County in the exercise of similar powers.

13.3. Funds. StanCOG shall be held strictly accountable for all funds received, held and disbursed by it.

14. BYLAWS

14.1. Bylaws. The Bylaws of the Stanislaus Council of Governments shall be those attached to this Agreement marked "Exhibit A" and incorporated herein by reference. Amendments to all or a portion of the Bylaws may be made in the manner prescribed in the Bylaws.

15. EXECUTIVE DIRECTOR

15.1. Powers and Duties. The Executive Director shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by the Stanislaus Council of Governments Policy Board. The powers and duties of the Executive Director are:

15.1.1. To serve as the chief administrative officer of StanCOG and to be responsible to the StanCOG Policy Board for the proper administration of all affairs.

15.1.2. To appoint, supervise, suspend, discipline or remove StanCOG employees subject to those policies and procedures, from time to time, adopted by the StanCOG Policy Board.

15.1.3. To supervise and direct the preparation of the annual budget for the StanCOG and be responsible for its administration after adoption by the StanCOG Policy Board.

15.1.4. To formulate and present to the StanCOG Policy Board plans for StanCOG activities and the means to finance them.

15.1.5. To supervise the planning and implementation of all StanCOG activities.

15.1.6. To attend all meetings of the StanCOG Policy Board and act as the secretary to the StanCOG Policy Board.

15.1.7. To prepare and submit to the StanCOG Policy Board periodic financial reports and, as soon as practicable after the end of each fiscal year, an annual report of the activities of StanCOG for the preceding year.

15.1.8. To have custody and charge of all StanCOG property other than money and securities.

15.1.9. To transmit to the Executive Director's successor all books and records of StanCOG in his or her possession.

15.1.10. To perform such other duties as the StanCOG Policy Board may require in carrying out the policies and directives of the Stanislaus Council of Governments Board.

16. TREASURER

16.1. Treasurer. The Treasurer of the County shall be the Treasurer of StanCOG.

16.2. Duties. The Treasurer shall:

16.2.1. Receive and receipt all money of StanCOG and place it in the treasury of the County to the credit of StanCOG.

16.2.2. Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all StanCOG money held by the Treasurer.

16.2.3. Pay, when due, out of money of StanCOG, all sums payable on outstanding bonds and coupons of StanCOG.

16.2.4. Pay any sums due from the StanCOG, from the StanCOG funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.

16.2.5. Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the StanCOG the amounts of monies the Treasurer holds for the StanCOG, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

16.3. Reimbursement. StanCOG shall reimburse the County for the cost of services provided by the Treasurer to the Council on an at-cost basis.

17. AUDITOR-CONTROLLER

17.1. Auditor-Controller. The Auditor-Controller of the County shall be the Auditor -Controller for StanCOG.

17.2. Duties. The Auditor-Controller shall:

17.2.1. Draw warrants to pay demands against StanCOG when the demands have been approved by the StanCOG Policy Board and/or the StanCOG Executive Director. The Auditor -Controller shall be responsible on his/her official bond for the Auditor-Controller's approval of disbursements of StanCOG money.

17.2.2. Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities, and contributions made by each Party to this Agreement.

17.2.3. Make available all the financial records of StanCOG to a certified public accountant or public accountant contracted by StanCOG to make an annual audit of the accounts and records of StanCOG. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

17.3. Reimbursement. StanCOG shall reimburse the County for the cost of services provided by the Auditor-Controller to StanCOG on an at-cost basis.

17.4. Approvals. The Executive Director of the StanCOG and the Chairman of StanCOG Policy Board shall together have the power to approve to the auditor demands against StanCOG. The Vice-Chairman of StanCOG Policy Board shall be substituted in the absence or vacancy of either of the above officials.

18. FINANCING

18.1. Allocation of Financing. Each member shall contribute to the financial support of StanCOG. Each city's share of financial support shall be determined by the percentage its population has to the County as a whole. The County's share of financial support shall be determined by the percentage the population of the unincorporated areas of the County have to the County as a whole. Population is to be determined by the latest United States Decennial Census or later California State Department of Finance figures.

18.2. Annual Dues. The Policy Board may provide for annual dues to be paid by each member agency.

18.3. Fiscal Year. The fiscal year of StanCOG shall commence on July 1 of each year and shall terminate on June 30 of the following year. Each member shall deposit its share of financial support with the Treasurer of StanCOG no later than August 1 of each year.

18.4. Support from Member Agencies. A member agency in the exercise of the reasonable discretion of its governing body, may provide support for StanCOG, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and the professional and technical assistance as may be agreed upon from time to time by StanCOG and the respective member agencies. All assistance shall be provided on an at-cost basis.

18.5. Other Support and Fees. The Stanislaus Council of Governments shall apply for available state federal, regional, and local support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the Stanislaus Council of Governments Board may also establish and collect filing and processing fees from non-members in connection with matters to be considered by it.

19. BOND REQUIREMENTS

19.1. Bond Requirement. The Executive Director and such other persons employed by the Stanislaus Council of Governments as may be designated by the Stanislaus Council of Governments Policy Board, shall file with the Stanislaus Council of Governments Policy Board an official fidelity bond in a penal sum determined by the Stanislaus Council of Governments Board as security for the safekeeping of the Stanislaus Council of Governments' property entrusted to the employee. However, if the Executive Director or other such persons designated are already bonded by another agency, no additional bonding shall be required by this section. Premiums for any bonds required under this section shall be paid by the Stanislaus Council of Governments.

20. PARTIES LIABILITY

20.1. The debts, liabilities, and obligations of StanCOG shall not be debts, liabilities, or obligations of the Parties to this Agreement either singly or collectively.

21. ASSIGNABILITY

21.1. Assignability. With the approval of, and upon the terms agreed upon by, the governing body of each Party to this Agreement, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. Provided, however, no right or property of StanCOG shall be assigned without compliance with all conditions imposed by any state or federal entity from which Stanislaus Council of Governments has received financial assistance.

22. WITHDRAWAL OF A PARTY

22.1. Notice. A Party to this Agreement may, at any time, withdraw from the Stanislaus Council of Governments, following 90 days notice to StanCOG and all other Member Agencies of StanCOG, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party.

22.2. Effect of Withdrawal. Upon the effective date of such withdrawal such member shall cease to be bound by this Agreement, but shall continue to provide financial support through the approved percentage of planning funds provided to StanCOG, as Transportation Planning Agency under the provisions of Section 99233.2 of the Transportation Development Act. StanCOG assets representing any accumulated capital contribution of the withdrawing Party shall remain subject to StanCOG control, depreciation and use without compensation to the withdrawing party until termination of this Agreement and distribution of StanCOG assets.

22.3. Resumption of Membership. Any member agency which has withdrawn from StanCOG in accordance with the provisions of this Section 21 may resume its membership upon thirty (30) days' written notice to the then members, which notice may be waived by a majority vote of the StanCOG Policy Board.

23. TERMINATION AND DISSOLUTION

23.1. No Specific Term. This Agreement shall continue in force without specific term.

23.2. Termination. If, at any time, those Cities and County which are members of StanCOG contain less than 55% of the population residing within the area of Stanislaus County, based upon the latest available population estimates by the California Department of Finance, and there are less than a majority of local governments remaining as Member Agencies of StanCOG, StanCOG shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of payment of any obligations theretofore incurred.

23.3. Distribution of Assets. If this Agreement is terminated, all real and personal property owned by StanCOG shall be distributed to the Federal, State, or local funding agency or party to this Agreement that supplied the property or whose funding provided for the

acquisition of the property unless other distribution is provided by law. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the Parties to this Agreement in proportion to the size of the jurisdiction as delineated in the latest California Department of Finance estimate of population.

23.4. Continues in Effect until Distribution. This Agreement shall not terminate until all property has been distributed in accordance with this provision.

24. RETURN OF SURPLUS FUNDS

24.1. Return of Surplus Funds. Upon termination of this Agreement, any surplus money on hand shall be returned, pro rata, to the Federal, State, or local agency or the party to this Agreement that provided the funds.

25. ADDITIONAL MEMBERS

25.1. Additional Members. In addition to the Cities identified in this Agreement, any city within Stanislaus County which may hereafter be incorporated and which desires to participate in the activities of StanCOG may do so by executing this Agreement without the prior approval or ratification of the named Parties to this Agreement and shall thereafter be a Party to this Agreement and be bound by all terms and conditions of this Agreement as of the date it executes this Agreement.

26. SUCCESSORS AND ASSIGNS

26.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

27. SEVERABILITY

27.1. Severability. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Member Agencies intended to enter into in the first instance.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

29. TITLES AND HEADING.

The Section titles and the headings of this Agreement are for convenience only and shall not be used in interpreting this Agreement.

30. EFFECTIVE DATE OF AGREEMENT

30.1. Effective Date. This Agreement shall become effective upon ratification by resolution of the Stanislaus County Board of Supervisors and each of the city councils of the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. From and after said date the agreements made establishing the Stanislaus Area Association of Governments dated May 11, 1971 and May 20, 1974, and the Agreement Establishing the Stanislaus Council of Governments dated June 5, 2001 shall be superseded, replaced and terminated by this Agreement and shall be of no further force and effect.

31. AMENDMENTS

31.1. This Agreement may be amended upon ratification by resolution of 75% of the member agencies representing 75% of the population of the County of Stanislaus as determined by the most recent Decennial Census. For this purpose each incorporated city shall represent those people residing within its city limits and the Stanislaus County Board of Supervisors shall represent those people who reside in the unincorporated areas of the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown in the respective signature blocks.

STANISLAUS COUNTY BOARD OF SUPERVISORS

By:_____
[Type Name]
[Type Title]

ATTEST:

By:_____
[Type Name]
Clerk of County Board of Supervisors

Approved as to Legal Form:

By:_____
[Type Name]
County Counsel

CITY OF CERES

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF HUGHSON

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF MODESTO

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF NEWMAN

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF OAKDALE

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF PATTERSON

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF RIVERBANK

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF TURLOCK

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

CITY OF WATERFORD

By:_____
[Type Name]
Mayor

ATTEST:

By:_____
[Type Name]
City Clerk

Approved as to Legal Form:

By:_____
[Type Name]
City Attorney

EXHIBIT "A"

STANISLAUS COUNCIL OF GOVERNMENTS

AMENDED AND RESTATED BYLAWS

RECITALS:

WHEREAS, it is deemed prudent to amend and restate the Bylaws of The Stanislaus Council of Governments. These Amended Bylaws, dated _____, shall supersede the previous Bylaws as amended April 10, 1974; July 10, 1974; November 10, 1976; and _____.

ARTICLE I
NAME

This joint powers agency shall be known as the STANISLAUS COUNCIL OF GOVERNMENTS ("StanCOG") and shall exercise its powers within the geographical area of the County of Stanislaus as set forth in the joint powers agreement entered into by the County and the Cities ("Party or collectively "Parties") establishing StanCOG.

ARTICLE II
MEETINGS

Section 1: Regular and Special Meetings.

A. The StanCOG Policy Board shall hold a regular meeting on the third Wednesday of each month, at 6:00 p.m., or at a time, specified by the StanCOG Policy Board. Such regular meetings shall be for considering reports of the affairs of StanCOG and for transacting such other business as may be properly brought before the meeting. Any regular meeting may be rescheduled on an individual basis as to date, time and place, by motion of the StanCOG Policy Board, in the event of a conflict with holidays, Director's schedules, or similar matters, or, in the event of a lack of a quorum, as specified below. Notice of regular meetings shall be given to each representative and alternate representative at least ten (10) days prior to each meeting.

B. Special meetings may be called in accordance with the California Ralph M. Brown Act. Special meetings may be called by the Chairperson. No business except that specified in the notice shall be discussed at a special meeting.

C. All meetings shall be conducted in accordance with the Ralph M. Brown Act.

Section 2: Closed Sessions.

A. All information presented in closed session shall be confidential. Ex-Officio non-voting members shall not be permitted to attend closed sessions.

B. Under Government Code Section 54956.96, StanCOG adopts a joint powers agency limited disclosure policy as follows:

1. All information received by the legislative body of the local agency member in a closed session related to the information presented to StanCOG in closed session shall be confidential. However, a member of the legislative body of a member local agency may disclose information obtained in a closed session that has directed financial or liability implications for that local agency to the following individuals:

a) Legal counsel of that member local agency for purposes of obtaining advise on whether the matter has direct financial or liability implications for that member local agency.

b) Other members of the legislative body of the local agency present in a closed session of that member local agency.

2. Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

Section 3: Cancellation of Meetings.

The StanCOG Executive Director or the Chairperson of the StanCOG Policy Board may cancel any regular or special meeting of StanCOG except upon objection by any representative.

Section 4: Notice of Meetings.

A. Notice of regular meetings shall be in accordance with the Ralph M. Brown Act. The StanCOG Executive Director or the Chairperson of the StanCOG Policy Board shall direct the publication of notices of all meetings, public hearings, etc., as required by the California Government Code. Such notices shall specify the place, the day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.

B. In the case of special meetings, the written notice shall specify the specific nature of the business to be transacted and shall be in accordance with the Ralph M. Brown Act.

Section 5: Committee Meetings.

Except as herein or otherwise provided, the Standing Committees of StanCOG shall meet on the call of their Chairperson. Notice of committee meetings shall be in accordance with the Ralph M. Brown Act.

Section 6. Quorum.

A quorum for conducting all matters of business shall be the presence of at least one (1) representative, or the alternate, from a majority of the Member Agencies. A two-thirds majority of those present shall be required to approve all expenditures.

Section 7. Voting.

A. Voting shall only be conducted at properly noticed meetings where a quorum has been established and members are physically present, except as provided in Government Code Section 54953 for teleconferencing.

B. Voting shall be by voice, show of hands, or roll call vote. Any Director may request a roll call vote.

C. In all cases, a vote to "abstain" shall be counted as an "aye" vote unless there is a majority vote to defeat the motion and then the vote to abstain shall be counted as a "no" vote.

Section 8: Lack of a Quorum.

A. If less than a quorum of the Directors are present at any properly called regular, adjourned regular, special, or adjourned special meeting, the member(s) who are present may adjourn the meeting to a time and place specified in the order of adjournment. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was to have been held within 24 hours after adjournment.

B. If all the members are absent from any regular or adjourned regular meeting, the Executive Director may so adjourn the meeting and post the order or notice of adjournment as provided, and additionally shall cause a written notice of the adjournment to be given in the same manner as for a notice of a special meeting.

C. If the notice or order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for the regular meeting of StanCOG.

Section 9. Agenda.

Any Director or the Executive Director may cause an item to be placed on the agenda.

Section 10. Adjournment.

Except as provided in Section 8 above, a meeting may be adjourned by the presiding officer's own action; however, any Director may object to such adjournment by the presiding officer and then a motion and action is required in order to adjourn the meeting in accordance with Robert's Rules of Order.

ARTICLE III
CONDUCT OF MEETINGS

Section 1: General Conduct.

Except as herein or otherwise provided, ROBERTS RULES OF ORDER shall govern all proceedings of the Council. In any event, all proceedings and conduct of the meetings shall be in full compliance with the State of California Government Code.

Section 2. Decorum

All Directors, and staff, shall conduct themselves in accordance with Robert's Rules of Order and in a civil and polite manner toward other board members, employees, and the public. Using derogatory names, interrupting the speaker having the floor, or being disorderly or disruptive, are prohibited actions. If any meeting is willfully interrupted by any individual so as to render the orderly conduct of that meeting infeasible, that individual may be removed from the meeting. If any group or groups of persons willfully interrupts a meeting so as to render the orderly conduct of that meeting infeasible, the presiding officer, or a majority of the Board, may clear the meeting room in accordance with Government Code Section 54957.9.

Section 3: Voting Authorization.

All votes shall be cast by the person or persons authorized to do so by the member which they represent. Such authorization shall be made known to the Executive Director of StanCOG at least twenty-four hours prior to the meeting. No proxy, absentee, or fractional votes may be cast.

ARTICLE IV
EXECUTIVE SESSIONS

Section 1: Executive Sessions.

Executive sessions shall be held in conformance with the Government Code of the State of California.

ARTICLE V
OFFICERS

Section 1: Chair.

A. The representatives of StanCOG shall elect from among their members a Chair of the Policy Board. The Chair shall serve a one-year term of office beginning at the first regular meeting of each calendar year. The Chair may serve more than one (1) term if re-elected by the Policy Board.

B. The Chair shall preside at all meetings of the Policy Board and such other meetings approved by the Policy Board.

C. The Chair shall serve as the official spokesperson for the Policy Board.

D. The Chair shall appoint such committees and other working groups as prescribed by the Policy Board.

E. The Chair shall designate Directors or others to represent the Policy Board at various meetings, hearings, and conferences.

F. The Chair shall perform such other duties as necessary to carry out the work of the Policy Board or as prescribed by law.

Section 2: Vice-Chair.

A. The representatives of StanCOG shall elect from among their members a Vice-Chair of the Policy Board. The Vice-Chair shall serve a one-year term of office beginning at the first regular meeting in each calendar year. The Vice-Chair may serve more than one (1) term if re-elected by the Policy Board.

B. The Vice-Chair shall act in the place of and have all the powers and duties of the Chair in the absence of the Chair.

Section 3: Absences.

In the absence of both the Chair and the Vice-Chair, a majority of the Policy Board shall select a Director to serve as Chair Pro Tem.

Section 4: Secretary.

The Executive Director shall serve as the Secretary of the StanCOG Policy Board. The Secretary shall maintain a public record of the Policy Board's resolutions, transactions, findings, and determinations, and shall prepare agendas and minutes of each Regular and Special meeting of StanCOG.

Section 5: Vacancy.

Upon a vacancy occurring in the office of the Chair, the Vice-Chair shall assume the office of Chair for the balance of the unexpired term. Upon a vacancy occurring in the office of the Vice-Chair the representatives shall elect, from among their members, a Vice-Chair to serve the balance of the unexpired term.

ARTICLE VI
COMMITTEES

Section 1: Standing Committees.

The Standing Committees of the Council shall be:

A. Executive Committee.

The Executive Committee shall consist of five (5) members of the StanCOG Policy Board: Two of the representatives from the Stanislaus County Board of Supervisors, to be appointed by and serve at the pleasure of the Stanislaus County Board of Supervisors; One of the representatives from the City of Modesto, to be appointed by and to serve at the pleasure of the City of Modesto City Council, and; Two representatives from among the other Cities, said representatives to be chosen each year by the Policy Board members representing the cities other than Modesto, and serve at the pleasure of these other cities. The Chairperson and Vice-Chairperson of the Policy Board shall be ex officio two of the five members of the Executive Committee, representing their respective Member Agencies, and shall serve as the Chairperson and Vice-Chairperson of the Executive Committee.

The Executive Committee shall be operated in accordance with the Bylaws of the Policy Board.

B. Management and Finance Committee.

The Management and Finance Committee shall consist of the Chief Administrative Official for the County of Stanislaus, or his or her designee; and the City Manager/Administrator for the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

The Management and Finance committee shall be operated in accordance with the Bylaws of the Policy Board.

C. Social Services Transportation Advisory Council.

The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.

2. One representative of potential transit users who is handicapped.

3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.

4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.

5. One representative of a local social service provider for persons of limited means.

6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

The Social Services Transportation Advisory Committee shall be operated in accordance with the Bylaws of the Social Services Transportation Advisory Committee.

D. Citizens Advisory Committee.

The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

The Citizens Advisory Council shall be operated in accordance the Bylaws of the Citizens Advisory Council.

D. Bicycle / Pedestrian Advisory Committee .

The Bicycle/Pedestrian Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

The Bicycle/Pedestrian Advisory Committee shall be operated in accordance with the Bylaws of the Bicycle/Pedestrian Advisory Committee.

F. Valley Vision Stanislaus Steering Committee.

The Valley Vision Stanislaus Steering Committee shall be comprised of up to twenty-one (21) members which shall consist of Tier I and Tier II members as follows:

Tier I Members: One representative (Planning Director or his/her designee) from each of the ten (10) Member Agencies (Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and Stanislaus County); one (1) representative (Executive Officer or his/her designee) from LAFCO; one (1) representative from the Policy Board.

Tier II Members: One representative may be appointed as needed from each of the following: Citizens Advisory Committee, Health Industry, Agriculture Industry, Environment/Conservation, Economic Development, Building Industry, Transit User/Provider, Education and Environmental Justice.

The Valley Vision Stanislaus Steering Committee shall be operated in accordance with the Bylaws of the Valley Vision Stanislaus Steering Committee.

Section 2: Special Committees.

The Chair of the Policy Board or Directors may appoint additional committees as may be necessary or desirable.

ARTICLE VII
FINANCIAL DETERMINATIONS

Section 1: Withdrawal.

A member of the Council that withdraws from the Council shall not have its financial contribution refunded.

Section 2: Newly Incorporated Cities.

Any newly incorporated city which becomes a member of the Council after the commencement of a fiscal year shall not be required to contribute financially to the Council until the subsequent fiscal year, providing that the said newly incorporated city becomes a member of the Council within one (1) year of its incorporation date.

Section 3: Other Political Entities.

Any other political entity which becomes a member of StanCOG after the commencement of a fiscal year shall contribute to the Council that amount which it would have contributed had it been a member at the commencement of the fiscal year.

ARTICLE VIII
REFERRALS

StanCOG may accept by letter or resolution referrals for study and report from any duly constituted advisory or legislative body or their representatives. Reports will be made and returned to the referring body within a reasonable time.

ARTICLE IX
REPORTS

StanCOG shall render a written report on its activities at the end of each fiscal year of operation to each legislative body which is a Member Agency of StanCOG.

ARTICLE X
INITIATIVE

StanCOG may, upon its own initiative, institute action to carry out any routine or special study or project.

ARTICLE XI
COORDINATION

It is the policy of StanCOG to establish technical and advisory liaison with all other agencies and bodies seeking to improve the quality of planning, health, safety, welfare and governmental services for the Stanislaus Regional Area.

ARTICLE XII
TRANSMITTAL OF PLANNING INFORMATION

StanCOG hereby approves as a regular operating procedure the transmittal of planning information to the individual Boards of Supervisors, City Councils, County and City Planning Commissions, the California State Office of Planning, and any other duly constituted regional area, metropolitan, or other Planning Commission which may request in writing such information.

ARTICLE XIII
AMENDMENTS

Section 1: These Bylaws may be amended by a two-thirds vote of those representatives voting at a Regular Meeting of the StanCOG Policy Board.

Section 2: Amendments to these Bylaws may be proposed by any representative of StanCOG.

Section 3: In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted in writing by the Secretary to the representatives and alternate representatives at least fifteen (15) days prior to the meetings.

APPENDIX I

STANISLAUS COUNCIL OF GOVERNMENTS

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

BYLAWS

ARTICLE I
FUNCTION

Section 1: The Social Services Transportation Advisory Council (SSTAC) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board and have the following responsibilities:

1. Annually participate in the identification of transit needs in the jurisdiction, including unmet transit needs that may exist within the jurisdiction of the Stanislaus Council of Governments, and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services.

2. Annually review and recommend action by StanCOG for the area within StanCOGs jurisdiction which finds by resolution, that:

   A. there are no unmet transit needs; or

   B. there are no unmet transit needs that are reasonable to meet; or

   C. there are unmet transit needs, including needs that are reasonable to meet.

3. Advise StanCOG on any other major transit issues, including the coordination and consolidation of specialized transportation services.

ARTICLE II
MEMBERSHIP

Section 1: The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.

2. One representative of potential transit users who is handicapped.

3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.

4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.

5. One representative of a local social service provider for persons of limited means.

6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

Section 2: A quorum shall constitute one-half (1/2) plus one (1) of the current membership.

Section 3: Any qualified resident of Stanislaus County may apply for membership on the Social Services Transportation Advisory Council. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Social Services Transportation Advisory Council shall be valid for a period of two years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Executive Committee of StanCOG shall appoint, from the list of applicants, the members of the Social Services Transportation Advisory Council.

ARTICLE III
TERM OF OFFICE

Section 1: Of the initial appointments to the Social Services Transportation Advisory Council, one-third of them shall be for a one-year term, one-third shall be for a two-year term, and one-third shall be for a three-year term.

Section 2: Subsequent to the initial appointment, the term of appointment shall be for three years, which may be renewed for additional three-year terms.

ARTICLE IV
MEETINGS

Section 1: The Policy Board shall establish a regular place and time for meetings of the Social Services Transportation Advisory Council, in consultation of the Committee members.

Section 2: The Executive Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Social Services Transportation Advisory Council will be expected to attend the meetings of the Council on a regular basis. Any member of the Council who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year, may be dismissed from the Council.

ARTICLE VI
REMOVAL

The Executive Committee of StanCOG may, at any time, recommend the removal of any member of the Social Services Transportation Advisory Council. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The Social Services Transportation Advisory Council shall elect from among its membership a Chair, and a Vice-Chair. The term of office shall be for one year.

Section 2: The Social Services Transportation Advisory Council shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Social Services Transportation Advisory Council shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the StanCOG fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

The Executive Director of StanCOG, or his or her appointee, shall serve as the Secretary of the Social Services Transportation Advisory Council and shall provide the Social Services Transportation Advisory Council with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the StanCOG Policy Board, the members of the Social Services Transportation Advisory Council shall receive no compensation for their service.

Section 2: The Policy Board shall provide the Committee with the financial support StanCOG deems necessary for the successful functioning of the Social Services Transportation Advisory Council.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the Social Services Transportation Advisory Council present and voting at a regular meeting of the Social Services Transportation Advisory Council, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members present and voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the said proposed amendment has been submitted in writing to the members of the Social Services Transportation Advisory Council at least fifteen (15) days prior to the meeting at which a vote is to be taken.

APPENDIX II

STANISLAUS COUNCIL OF GOVERNMENTS

CITIZENS ADVISORY COMMITTEE BYLAWS

ARTICLE I
FUNCTION

Section 1: The Citizens Advisory Committee (CAC) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board on matters related to transportation from the public's perception and transportation activities affecting the general public.

ARTICLE II
MEMBERSHIP

Section 1: The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County. A quorum shall constitute one-half (1/2) plus one (1) of the current membership.

Section 2: The ten members of the Committee shall consist of one representative from each of the following jurisdictions:

City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

Section 3: Any resident of Stanislaus County may apply for membership on the Citizens Advisory Committee. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Committee shall be valid for a period of two (2) years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Policy Board's Executive Committee shall appoint from the list of applicants the members of the Citizens Advisory Committee.

Section 5: When making Citizen's Advisory Committee appointments, the Policy Board's Executive Committee shall attempt to fill vacancies on the Committee by appointing members from an agency or jurisdiction that is not already represented on the Committee. The Executive Committee shall also consider obtaining a balance of views and a cross-section of county interests.

ARTICLE III
TERM OF OFFICE

Section 1: Each appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any member of the Committee serve on the Committee longer than eight (8) consecutive years.

ARTICLE IV
MEETINGS

Section 1: The Policy Board shall establish a regular place and time for meetings of the Committee, in consultation of the Committee members.

Section 2: The Executive Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Citizens Advisory Committee will be expected to attend the meetings of the Committee on a regular basis. Any member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year, may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Executive Committee may, at any time, recommend the removal of any member of the Citizens Advisory Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The Citizens Advisory Committee shall elect from among its membership a Chair, and a Vice-Chair. The term of office shall be one year.

Section 2: The Citizens Advisory Committee shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board.

The Committee shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the StanCOG fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

The Executive Director of StanCOG, or his or her appointee, shall serve as the Secretary of the Citizens Advisory Committee and shall provide the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Citizens Advisory Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the Committee with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X

AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the Committee present and voting at a regular meeting of the Committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted in writing to the members of the committee at least fifteen (15) days prior to the meeting at which a vote is to be taken.

APPENDIX III

STANISLAUS COUNCIL OF GOVERNMENTS

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE BYLAWS

ARTICLE I
FUNCTION

The Bicycle and Pedestrian Advisory Committee (BPAC) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board on matters related to bicycle and pedestrian needs or concerns and advise on the development of the StanCOG Non-motorized Transportation Plan.

ARTICLE II
MEMBERSHIP

Section 1: The Bicycle and Pedestrian Advisory Committee shall be comprised of ten (10) residents of Stanislaus County. A quorum shall constitute one-half (1/2) plus one (1) of the current membership.

Section 2: The ten members of the Committee shall consist of one representative from each of the following jurisdictions:

City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

Section 3: Any resident of Stanislaus County may apply for membership on the Bicycle and Pedestrian Advisory Committee. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Committee shall be valid for a period of two (2) years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Policy Board's Executive Committee shall appoint from the list of applicants the members of the Bicycle and Pedestrian Advisory Committee.

Section 5: When making Bicycle and Pedestrian Advisory Committee appointments, the Policy Board's Executive Committee shall attempt to fill vacancies on the Committee by appointing members from an agency or jurisdiction that is not already represented on the Committee. The Executive Committee shall also consider obtaining a balance of views and a cross-section of county interests.

Section 6: The following agencies are invited to have members attend meetings of the BPAC and share their expertise, as non-voting members.

- Various City agencies having an interest in non-motorized transportation
- Stanislaus County [Department of Public Works, Traffic Engineering, or related departments]
- California Department of Transportation [CalTrans]
- Stanislaus County-based bicycling or pedestrian organizations

Section 7: Any appointment term shall commence as of the date of appointment.

ARTICLE III
TERM OF OFFICE

Section 1: Each appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any member of the Committee serve on the Committee longer than eight (8) consecutive years.

ARTICLE IV
MEETINGS

Section 1: The Policy Board shall establish a regular place and time for meetings of the Committee, in consultation of the Committee members.

Section 2: The Executive Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Bicycle and Pedestrian Advisory Committee are expected to attend the meetings of the Committee on a regular basis. Any member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Policy Board Executive Committee may, at any time, recommend the removal of any member of the Bicycle and Pedestrian Advisory Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The BPAC shall elect from among its membership a Chair and a Vice-Chair. The term of office for each shall be one year.

Section 2: The BPAC shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Committee shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the California fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

The Executive Director of StanCOG, or his or her appointee, shall serve as the Secretary of the Bicycle and Pedestrian Advisory Committee and shall provide the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Bicycle and Pedestrian Advisory Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the BPAC with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the BPAC voting at a regular meeting of the Committee, and shall be subject to the

majority approval of the Stanislaus Council of Governments Policy Board members voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted, in writing, to the members of the BPAC at least fifteen (15) days prior to the meeting at which a vote is to be taken.

APPENDIX IV

STANISLAUS COUNCIL OF GOVERNMENTS

VALLEY VISION STANISLAUS STEERING COMMITTEE BYLAWS

ARTICLE I
FUNCTION

The Valley Vision Stanislaus Steering Committee (VVS) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board on issues related to the development of the Sustainable Communities Strategy (SCS) as part of the Regional Transportation Plan (RTP).

ARTICLE II
MEMBERSHIP

Section 1: The Valley Vision Stanislaus Steering Committee shall be comprised of up to twenty-one (21) members. A quorum shall consist of one-half (1/2) plus 1 (1) of the current membership.

Section 2: The twenty-one (21) members of the Committee shall consist of Tier I and Tier II members.

Tier I Members:

One representative (Planning Director or his/her designee) from each of the 10 Member Agencies:

City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

One representative (Executive Officer or his/her designee) from LAFCO

One representative from the Policy Board

Tier II Members:

One representative may be appointed as needed from each of the following:

Citizens Advisory Committee
Health Industry
Agriculture Industry
Environment/Conservation
Economic Development
Building Industry
Transit User/Provider
Education
Environmental Justice

ARTICLE III
TERM OF OFFICE

Section 1: Tier I appointments shall not be subject to term restrictions or limits. Each Tier II appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any Tier II member of the Committee serve on the Committee longer than eight (8) consecutive years.

Section 3: Any appointment term shall commence as of the date of appointment.

ARTICLE IV
MEETINGS

Section 1: The Policy Board shall establish a regular place and time for meetings of the Committee.

Section 2: The Executive Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Valley Vision Stanislaus Steering Committee are expected to attend the meetings of the Committee on a regular basis. Any Tier II member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Policy Board Executive Committee may, at any time, recommend the removal of any Tier II member of the Valley Vision Stanislaus Steering Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The VVS shall elect from among its membership a Chair and a Vice-Chair. The term of office for each shall be one year.

Section 2: The VVS shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Committee shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the California fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

The Executive Director of StanCOG, or his or her appointee, shall serve as the Secretary of the Valley Vision Stanislaus Steering Committee and shall provide the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Valley Vision Stanislaus Steering Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the VVS with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the VVS voting at a regular meeting of the Committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted, in writing, to the members of the VVS at least fifteen (15) days prior to the meeting at which a vote is to be taken.

City Council Synopsis
March 22, 2016

5S

million acts of kindness

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Kellie Jacobs-Hunter, Administrative Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an amendment to the Salary Schedule of the existing Management Schedule of Benefits and Policies adopted by Resolution No. 2014-167, dated October 14, 2014, to include all approved management salaries

2. DISCUSSION OF ISSUE:

The Management Schedule of Benefits and Policies covering the time period of July 1, 2014 through June 30, 2017 was adopted by City Council on October 14, 2014 by Resolution No. 2014-167.

During the recent retirement of the City Manager, it came to staff's attention that not all of the adopted salaries for Management employees covered by the Schedule of Benefits and Policies are included on Attachment B – Salary Schedule.

California Code of Regulations (CCR) Section 570.5 adopted August 2011 clarified the eight requirements of publicly available pay schedules which PERS uses to determine compensation earnable when calculating retirement benefits.

Although we are technically in compliance with the regulation due to the fact that all of our salaries are adopted by Council and made public on our website, the best practice would be to include all the adopted management salaries on one pay schedule that is adopted by City Council.

Attachment B – Salary Schedule has been amended to reflect all approved/adopted salaries of all management employees that are covered by the existing Management Schedule of Benefits and Policies.

3. BASIS FOR RECOMMENDATION:

The Salary Schedule, Attachment B, to the Management Schedule of Benefits and Policies should include all management employees covered under the adopted document in order to provide the most concise publicly available pay schedule.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:
2. Provide clear organization purpose and vision.

Action Item:
3. Develop and communicate clear organizational purpose and vision.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No fiscal impact associated with this item.

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve Resolution amending Attachment B – Salary Schedule to the existing Management Schedule of Benefits and Policies.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN AMENDMENT TO THE SALARY SCHEDULE OF THE EXISTING MANAGEMENT SCHEDULE OF BENEFITS AND POLICIES ADOPTED BY RESOLUTION NO. 2014-167, DATED OCTOBER 14, 2014, TO INCLUDE ALL APPROVED MANAGEMENT SALARIES	**RESOLUTION NO. 2016-**

WHEREAS, the Management Schedule of Benefits and Policies covering the time period July 1, 2014 through June 30, 2017 was adopted by City Council on October 14, 2014 by Resolution No. 2014-167; and

WHEREAS, Attachment B–Salary Schedule to the Management Schedule of Benefits and Policies doesn't contain all the adopted salaries of the managers covered by said schedule of benefits and policies; and

WHEREAS, the California Code of Regulations (CCR) Section 570.5 adopted August 11, 2011 clarified the eight requirements of publicly available pay schedules which P.E.R.S. utilizes to determine compensation earnable for the calculation of retirement benefits; and

WHEREAS, the best practice would be to include all the adopted salaries of all management employees that are covered under the existing Management Schedule of Benefits and Polices.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby amend Attachment B–Salary Schedule of the existing Management Schedule of Benefits and Policies adopted by Resolution No. 2014-167, dated October 14, 2014, to include all approved management salaries.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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

ATTACHMENT B – MONTHLY SALARY SCHEDULE

MANAGEMENT RANGE LIST - 2.23% NET ROLLUPS 7/1/14

BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
5	26	5290	5554	5832	6124	6430	ADMINISTRATIVE ANALYST
5	29.1	6155	6462	6786	7125	7482	FIN CUSTOMER SERVICE SUPV
5	30.1	6462	6786	7125	7482	7856	COMM HOUSING PROG SUPV PARKS/REC/PUBLIC FAC SUPT
5	34.1	7856	8249	8661	9094	9549	BUILDING OFFICIAL, CHIEF CIVIL ENGINEER, PRINCIPAL FINANCE OFFICER DEV SUPV/CITY SURVEY PLANNING MANAGER PARKS, REC & PUB FAC MGR REGULATORY AFFAIRS MGR WQC DIVISION MGR UTILITIES MANAGER
~~5~~	~~34.7~~	~~8095~~	~~8500~~	~~8924~~	~~9371~~	~~9839~~	~~PARKS, REC, PUBLIC FAC DIR~~
5	35.1	8249	8661	9094	9549	10026	ACCOUNTANT, SR HUMAN RESOURCES MANAGER
5	35.6	8457	8880	9324	9790	10279	ASST TO CM ECON DEV/RDA
5	36.1	8661	9094	9549	10026	10527	DEP DEV SERV DIR/ PLANNING MUNICIPAL SERVICES DEP DR
5	37.1	9094	9549	10026	10527	11054	EXEC ASSIST/CITY CLERK TECHNICIAL SERVICES MGR
5	38.1	9549	10026	10527	11054	11607	CITY MANAGER, ASSISTANT FIRE CHIEF
5	39.1	10026	10527	11054	11607	12187	ADMINISTRATIVE SERV DIR DEV SERV DIR/CITY ENG MUNICIPAL SERVICES DIR PARKS, REC, PUBLIC FAC DIR
5	44.1	12796	13436	14107	14813	15553	POLICE CHIEF
5	44.4	12989	13638	14320	15036	15788	CITY ATTORNEY
5	50.2	17234	18096	19001	19951	20949	CITY MANAGER

MANAGEMENT RANGE LIST - 1.89% NET ROLLUPS 7/1/15

5	26	5390	5659	5942	6240	6552	ADMINISTRATIVE ANALYST
5	29.1	6271	6585	6914	7260	7623	FIN CUSTOMER SERVICE SUPV
5	30.1	6585	6914	7260	7623	8004	COMM HOUSING PROG SUPV PARKS/REC/PUBLIC FAC SUPT
5	34.1	8004	8404	8824	9265	9728	BUILDING OFFICIAL, CHIEF CIVIL ENGINEER, PRINCIPAL FINANCE OFFICER DEV SUPV/CITY SURVEY PLANNING MANAGER ~~PARKS, REC & PUB FAC MGR~~ REGULATORY AFFAIRS MGR WQC DIVISION MGR UTILITIES MANAGER
~~5~~	~~34.7~~	~~8247~~	~~8659~~	~~9092~~	~~9547~~	~~10024~~	~~PARKS, REC, PUBLIC FAC DIR~~
5	35.1	8404	8824	9265	9728	10215	ACCOUNTANT, SR HUMAN RESOURCES MANAGER PARKS, REC & PUB FAC MGR
5	36.1	8824	9265	9728	10215	10725	DEP DEV SERV DIR/ PLANNING MUNICIPAL SERVICES DEP DR
5	35.6	8616	9047	9499	9974	10473	ASST TO CM ECON DEV/RDA
5	37.1	9265	9728	10215	10725	11262	EXEC ASSIST/CITY CLERK TECHNICIAL SERVICES MGR
5	38.1	9728	10215	10725	11262	11825	CITY MANAGER, ASSISTANT ~~FIRE CHIEF~~
5	39.1	10215	10725	11262	11825	12416	ADMINISTRATIVE SERV DIR DEV SERV DIR/CITY ENG MUNICIPAL SERVICES DIR PARKS, REC, PUBLIC FAC DIR
5	41.1	11206	11766	12354	12972	13621	FIRE CHIEF
5	44.1	13037	13689	14374	15092	15847	POLICE CHIEF
5	44.4	13233	13895	14590	15320	16086	CITY ATTORNEY
5	50.2	17558	18436	19358	20326	21342	CITY MANAGER

MANAGEMENT RANGE LIST - 1.97% NET ROLLUPS 7/1/16

5	26	5496	5770	6059	6363	6681	ADMINISTRATIVE ANALYST
5	29.1	6395	6714	7050	7403	7773	FIN CUSTOMER SERVICE SUPV
5	30.1	6714	7050	7403	7773	8162	COMM HOUSING PROG SUPV PARKS/REC/PUBLIC FAC SUPT
5	34.1	8162	8570	8998	9448	9920	BUILDING OFFICIAL, CHIEF CIVIL ENGINEER, PRINCIPAL FINANCE OFFICER DEV SUPV/CITY SURVEY PLANNING MANAGER ~~PARKS, REC & PUB FAC MGR~~ REGULATORY AFFAIRS MGR WQC DIVISION MGR UTILITIES MANAGER
~~5~~	~~34.7~~	~~8410~~	~~8830~~	~~9271~~	~~9735~~	~~10222~~	~~PARKS, REC, PUBLIC FAC DIR~~
5	35.1	8570	8998	9448	9920	10417	ACCOUNTANT, SR HUMAN RESOURCES MANAGER PARKS, REC & PUB FAC MGR
5	35.6	8786	9225	9687	10171	10680	ASST TO CM ECON DEV/RDA

ATTACHMENT B – MONTHLY SALARY SCHEDULE

(cont.) MANAGEMENT RANGE LIST - 1.97% NET ROLLUPS 7/1/16

5	36.1	8998	9448	9920	10417	10937	DEP DEV SERV DIR/ PLANNING MUNICIPAL SERVICES DEP DR
5	37.1	9448	9920	10417	10937	11484	EXEC ASSIST/CITY CLERK TECHNICIAL SERVICES MGR
5	38.1	9920	10417	10937	11484	12058	CITY MANAGER, ASSISTANT ~~FIRE CHIEF~~
5	39.1	10417	10937	11484	12058	12661	ADMINISTRATIVE SERV DIR DEV SERV DIR/CITY ENG MUNICIPAL SERVICES DIR PARKS, REC, PUBLIC FAC DIR
5	41.1	11484	12058	12661	13294	13958	FIRE CHIEF
5	44.1	13294	13958	14656	15389	16158	POLICE CHIEF
5	44.4	13495	14169	14877	15621	16402	CITY ATTORNEY
5	50.2	17904	18799	19739	20726	21762	CITY MANAGER

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FEB 12 2016
Office of the City Clerk

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

156 S. Broadway, Suite 230 | Turlock, California 95380 | phone 209-668-5540 | fax 209-668-5668

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Brian Fowlkes

SS#: [redacted] **DOB:** 3·30·83 **Gender:** Male ✓ Female ___

Claimant's address: 1700 N. Tully Rd, #C-225, Turlock, CA 95382

Claimant's Telephone Number(s): (209) 489-5725

Address where notices about claim are to be sent, if different from above: Law Offices of Richard L. Sheppard III; 929 13th St, Modesto CA 95354, (209) 622-0103

Date of incident/accident: 8·12·15

Date injuries, damages, or losses were discovered: 8/12/15

Location of incident/accident: W. Canal Dr between N. Walnut and N. Tully near 5049 Odyssey

What did entity or employee do to cause this loss, damage, or injury? See attach sheet

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Unknown

What specific injuries, damages, or losses did claimant receive? See attached sheet.

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

If the amount of your claim does not exceed $10,000, state the total amount claimed : ___

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☐ **DOES NOT EXCEED $25,000** ☑ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? See attached sheet.

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

Date Signed: 2·9·16 **Signature:** [signature]

If signed by representative:

Print Representative's Name Richard L. Sheppard III Telephone (209) 622-0103

Address 929 13th Street, Modesto CA 95354

Relationship to Claimant Attorney

ATTACHMENT TO CLAIM FORM

Claimant was riding his bicycle east on Canal Drive. A car approached him from behind and he moved to the right along the curb. There his bike went over a storm grate with long parallel slots. The front tire became wedged into one of the slots and came to an immediate stop. The bike then flipped forward and claimant flew over the handlebars, landing on his face, sustaining a concussion, headaches, confusion, back strain/sprain, sciatica, facial abrasions, left upper lip laceration and broken teeth. The bike was also damaged.

The City of Turlock is liable for these injuries because the roadway is owned, possessed and/or controlled by The City of Turlock. The storm grate was a hazard that the state knew or should have known existed.

54

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MAR 1 2016

Administrative Services

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail.
Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Steven MAUNAKEA

SS#: [redacted] **DOB:** 9-6-64 **Gender:** Male X Female ___

Claimant's address: 432 S. Laurel Street, Turlock 95380

Claimant's Telephone Number(s): 209-818-2267

Address where notices about claim are to be sent, if different from above: Same as Above

Date of incident/accident: 2-22-16 @ 3:30pm.

Date injuries, damages, or losses were discovered: 2-22-16

Location of incident/accident: On Sidewalk in front of Property.

What did entity or employee do to cause this loss, damage, or injury? Uneven pavement/ curb 432 S. Laurel St Sidewalk never fixed H. Curb
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Turlock

What specific injuries, damages, or losses did claimant receive? Ribs, lower back, Chest Contusion and etc. Pics Included 6
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed: TBD by Medical bills and Receipts

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☒ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? ___
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 2-29-16 **Signature:** Steven Maunakea

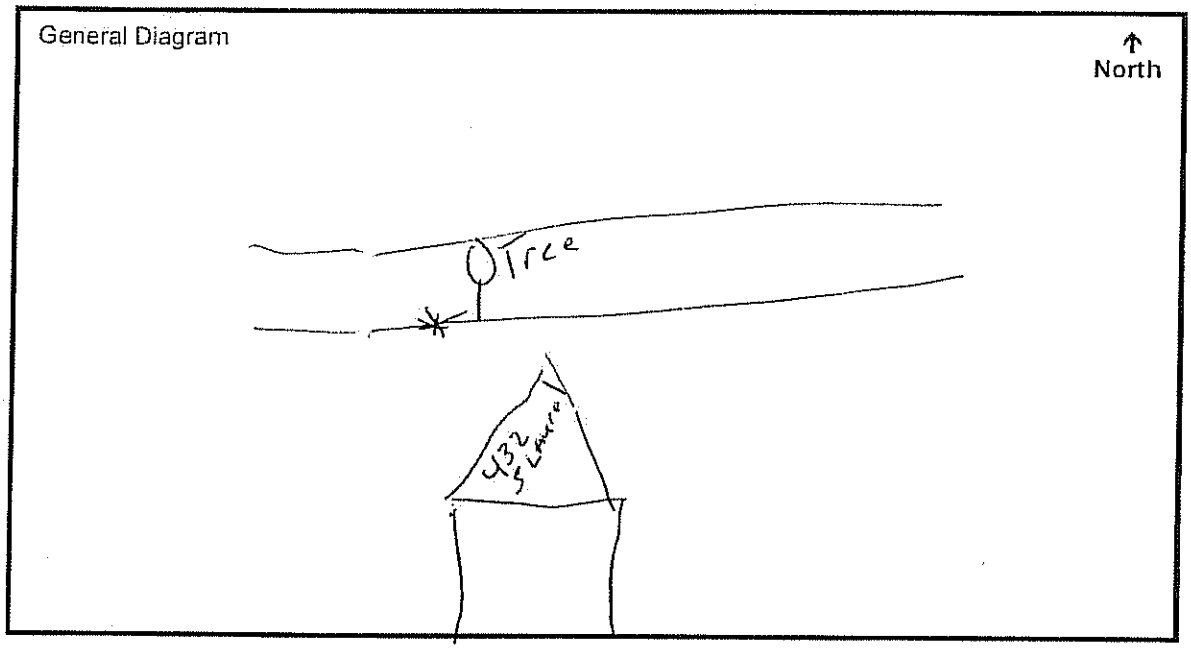
If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

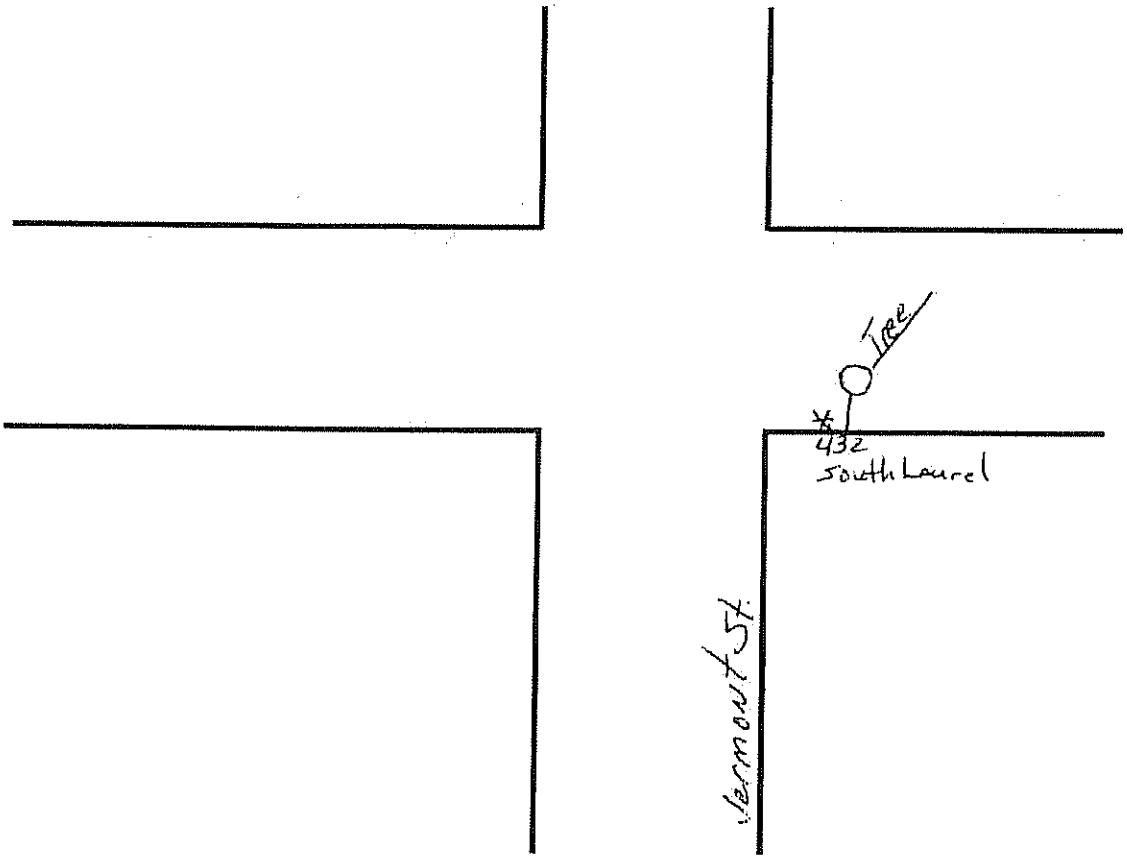
Relationship to Claimant ___

DIAGRAMS



Street Incidents

North



5V

FEB 2 4 2016

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock, California
(Name of Entity)

Claimant's name: Jennifer Emshoff

SS#: [redacted] **DOB:** 11/01/1991 **Gender:** Male ___ Female ✓

Claimant's address: 3647 Nicole Ct. Turlock, CA 95382

Claimant's Telephone Number(s): (209) 603-8992

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

Date of incident/accident: 1/18/2016

Date injuries, damages, or losses were discovered: 1/18/2016

Location of incident/accident: Fullerton Rd

What did entity or employee do to cause this loss, damage, or injury? Insufficient care of water irrigation systems led to the street drains being clogged and the entire street to be flooded.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? ___

What specific injuries, damages, or losses did claimant receive? Due to the extent of the flooding, I was forced to replace the center console, rear seats, the floor in its entirety, and seatbelt restraint systems of my car. Additionally, I was placed in a rental while the damages were assessed and repaired.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $1,453.07

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☑ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? The amount of my deductible for vehicle repairs ($1,000) as well as the amount paid for the rental vehicle ($453.07).
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 2/24/16 **Signature:** Jennifer Emshoff

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

March 2014

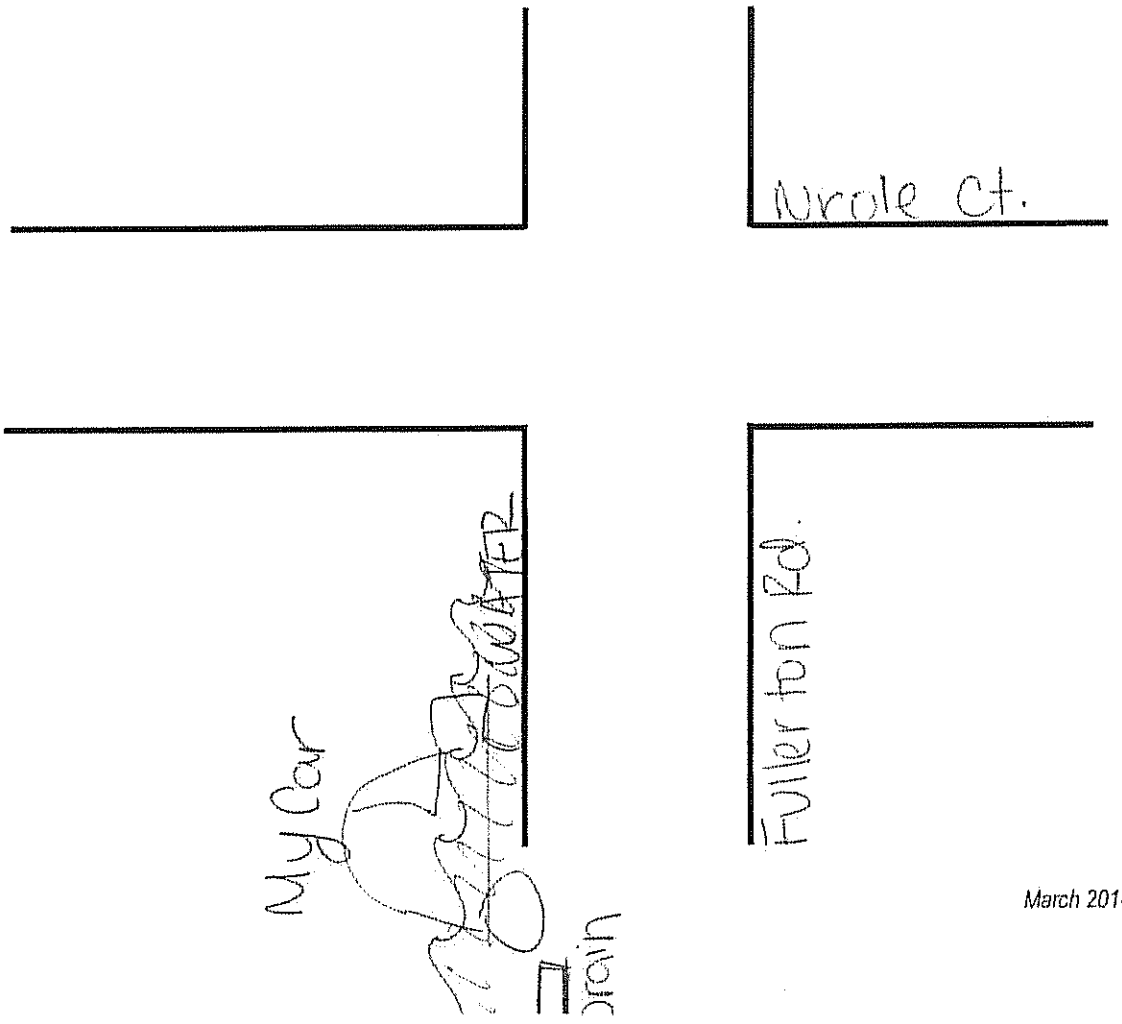
DIAGRAMS

General Diagram

↑ North

↑ North

Street Incidents



Estimate of Record

2010 HYUN ELANTRA GLS 4D SED 4-2.0L-FI BLUE

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**CONSOLE**							
2		R&I	Console body gray	846112H7018M	0	0.00	1.2	0.0
3	#	Repl	Carpet		1	686.73	3.0	0.0
4	#	R&I	Floor Mats		0	0.00	0.2	0.0
5	**SEATS & TRACKS**							
6	*	Repl	LKQ Rear Seat +25%	891002H100TAZ	1	156.25	0.7	0.0
			NOTE: CALL LKQ 800-424-2002 SPEAK TO QUOTE#: 6474572 per Jerry					
7		R&I	RT R&I front seat		0	0.00	0.5	0.0
8		R&I	LT R&I front seat		0	0.00	0.5	0.0
9	**PILLARS, ROCKER & FLOOR**							
10		R&I	RT Front sill plate black	858802H0009Y	0	0.00	0.2	0.0
11		R&I	LT Front sill plate black	858702H0009Y	0	0.00	0.2	0.0
12		R&I	RT Cowl trim black	858242H0009Y	0	0.00	0.2	0.0
13		R&I	RT Rear sill plate black	858852H0009Y	0	0.00	0.2	0.0
14		R&I	LT Rear sill plate black	858752H0009Y	0	0.00	0.2	0.0
15		R&I	RT Lwr ctr plr trim black	858452H0009Y	0	0.00	0.2	0.0
16		R&I	LT Lwr ctr plr trim black	858352H0009Y	0	0.00	0.2	0.0
17		R&I	LT Cowl trim black	858232H0009Y	0	0.00	0.2	0.0
18	**RESTRAINT SYSTEMS**							
19	*	R&I	LT Belt & retractor gray - loosen lower	888102H5508M	0	0.00	0.1	0.0
20	*	R&I	RT Belt & retractor gray - loosen lower	888202H5508M	0	0.00	0.1	0.0
				SUBTOTALS		**842.98**	**7.9**	**0.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				842.98
Body Labor	7.9 hrs	@	$ 65.00 /hr	513.50
Subtotal				1,356.48
Sales Tax	$ 842.98	@	7.6250 %	64.28
Total Cost of Repairs				**1,420.76**
Deductible				1,000.00
Total Adjustments				**1,000.00**
Net Cost of Repairs				**420.76**

ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, 707 7TH STREET, MODESTO, CA 953543412 (209) 491-0400

RENTAL AGREEMENT
487182

REF#
3CVZ24

RENTER
EMSHOFF, JENNIFER

DATE & TIME OUT
01/19/2016 05:07 PM
DATE & TIME IN
02/04/2016 05:58 PM

BILLING CYCLE
CALENDAR DAY

VEH #1 2015 FORD FOCU 5SE
VIN# 1FADP3K20FL270033
LIC# 568HLN
MILES DRIVEN 668

CLAIM INFO
3005314790
INSURED
TYPE CAR: ELANTRA
SHOP: ALFRED MATHEWS COLLSN TURLOCK
PHONE: (209) 668-5322
ATTN: UNKNOWN

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	01/19 - 02/04	17	DAY	$22.86	$388.62
DW	01/19 - 01/19	1	DAY	$14.99	$14.99
PAI	01/19 - 01/19	1	DAY	$3.00	$3.00
REFUELING CHARGE	01/19 - 02/04				$0.00
YOUNG DRIVER FEE (18-24)	01/19 - 02/04			WAIVED	
			Subtotal:		**$406.61**
Taxes & Surcharges					
SALES TAX	01/19 - 02/04			7.625%	$29.63
VEHICLE LICENSE RECOVERY FEE	01/19 - 02/04	17	DAY	$0.99	$16.83
			Total Charges:		**$453.07**

Total Amount Due **$0.00**

PAYMENT INFORMATION

AMOUNT PAID	TYPE	CREDIT CARD NUMBER
$453.07	Visa	xxxxxxxxxxx3521 PENDING

5W

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FEB 16 2016
CITY ATTORNEY

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Ayla Sellers

SS#: [redacted] **DOB:** 05/09/1988 **Gender:** Male ___ Female ✓

Claimant's address: 3647 Nicole Court, Turlock, CA 95382

Claimant's Telephone Number(s): (213) 590-7460

Address where notices about claim are to be sent, if different from above: (Same as above)

Date of incident/accident: January 18th, 2016

Date injuries, damages, or losses were discovered: January 18th, 2016

Location of incident/accident: On Fullerton Drive. Car was parked facing east (towards Fosberg)

What did entity or employee do to cause this loss, damage, or injury? Storm drains / gutters were not cleaned. Clogged debris caused street flooding which led to water filling the vehicles parked here.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? My vehicle was declared a total loss due to water/flood damages (ruined electrical components and interior)
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $690.00

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☐ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? $500.00 - Insurance deductible for loss & rental included); $190.00 regulatory fees deducted from value of car
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 2/12/2016 **Signature:** Ayla Jasmine Sellers

If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

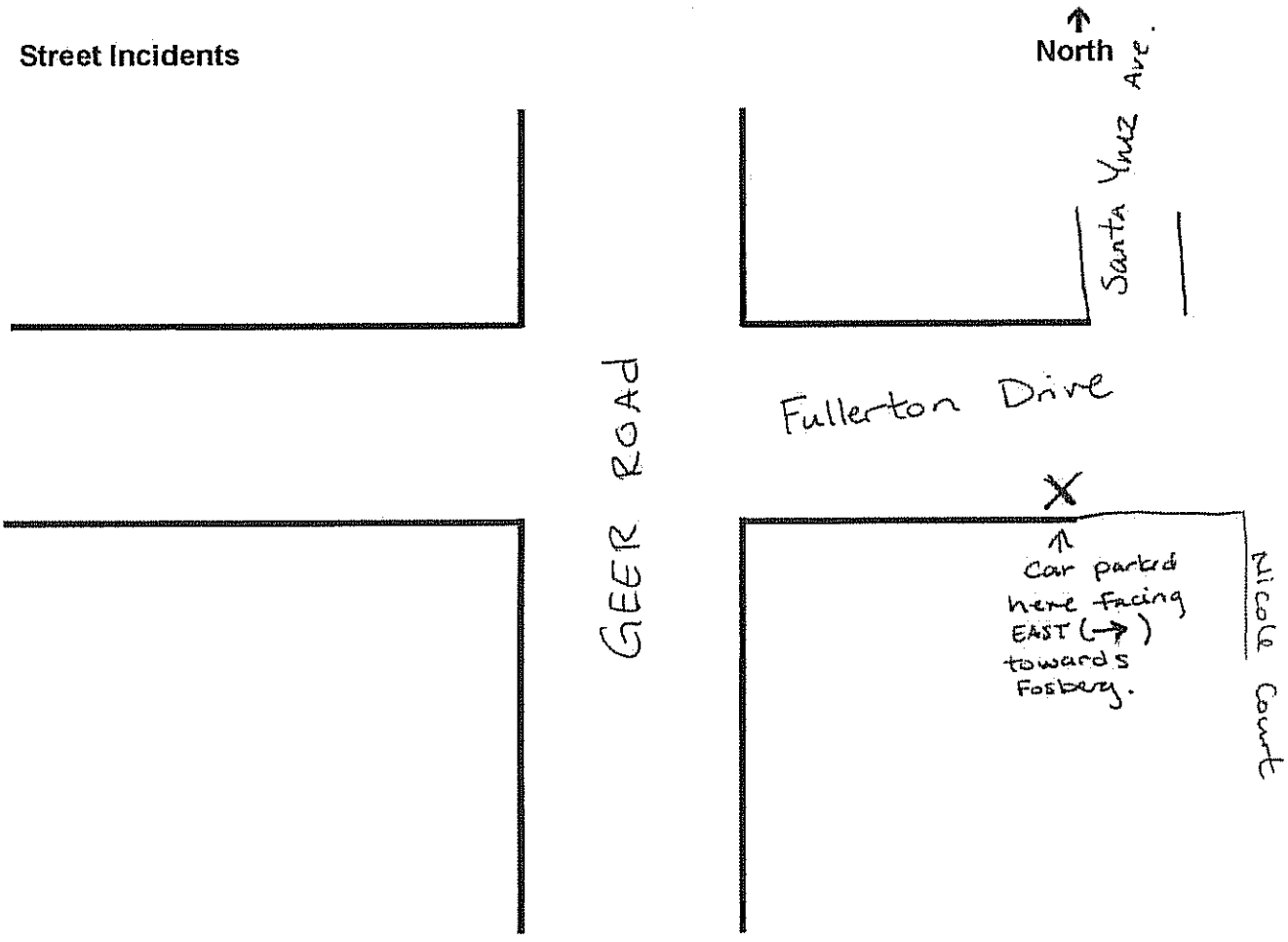
Relationship to Claimant _____

DIAGRAMS

General Diagram

North

Street Incidents



GEICO

Claim Summary

Claim Details

Claim Number:	0485242330101058
Your Name:	Ayla J Sellers
Your Claim Role:	Insured, Owner, Reporter, ListedParty
Incident Date:	01/18/2016
Incident Location:	CA
Reported Date:	01/18/2016
Reported by:	Ayla J Sellers
Type of Claim:	Flood

Feedback

Your Reported Vehicle Damage

Edit

Your Vehicle:	2011 NISSAN SENTRA,Private Passenger Vehicle
Vehicle Identification Number (VIN)	3N1AB6AP8BL612517

License Plate Number

License Plate State

Color

Damage: Engine Submerged, Fresh Water, Interior Flooded, Water up To Seat Level or Higher

View Your Total Loss Evaluation

Before you schedule your inspection, enroll your cell phone in Claims Text Messages. We will text you inspection confirmations and appointment reminders.

People Involved

2011 NISSAN SENTRA

Insured, Owner, Reporter, ListedParty Ayla J Sellers

Please send us a message if you need to make any corrections to this information.

You can upload documents and photos directly to your claim to share them with GEICO.

FAQ

› How can I find out the status of my claim?

- How do I make corrections to my claim information?
- How do I find my coverage and deductible for my claim?

See More FAQ

Resource Center

- About the Claims Process
- How an Accident Affects My Rate
- Insurance Terms
- Reporting a Claim Online
- About GEICO Auto Repair Xpress®

GEICO
geico.com

GEICO General Insurance Company

Attn: Salvage Department, PO BOX 13528
Macon, GA 31208-3528

1/25/2016

Ayla Sellers
3647 Nicole Ct
Turlock CA 95382–0383

Dear Ayla Sellers,

The enclosed "Total Loss Settlement Explanation" is a breakdown of your vehicle's settlement. For your convenience, the Market Valuation is available on GEICO.com. The Net Settlement Amount is the Base Value of your vehicle, plus any applicable fees and adjustments. If you have any questions, please contact me at 209-273-9965. You can also access your claim information at GEICO.com.

Sincerely,

Kristen Burnett
209-273-9965

Encl: SHCL30 CA

TOTAL LOSS SETTLEMENT EXPLANATION

Date	January 25, 2016
Accident Date	January 18, 2016
Claim Number	048524233-0101-058
Company	GEICO General Insurance Company
Vehicle:	2011 NISSAN SENTRA
VIN:	3N1AB6AP8BL612517

Dear: Ayla Sellers,

This is a brief explanation of your claim settlement:

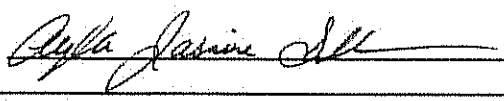
Base Value:	$11,242.00
Value Added:	$0.00
Condition Adjustment:	$-543.00
Agreed Value:	$10,699.00
Less Retention Amount:	$0.00
Tax 7.625%	$815.80
Total From CCC:	$11,514.80
State and Local Regulatory Fees:	$190.00
Post-Tax Adjustment:	$0.00
Less Deductible:	$500.00
Less % Negligence 0%	$0.00
Net Settlement Amount:	$11,204.80
Towing Charges:	$0.00
Storage Charges:	$0.00

State law requires that owners of total loss or salvage motor vehicles apply for a salvage certificate from the Department of Motor Vehicles within 10 days after a total loss settlement. A salvage certificate may affect the loss vehicle's future resale and/or insured value.

Does Apply	Does Not Apply
☐	■

Unused license fees may be reimbursable from the Department of Motor Vehicles.
You will receive a copy of your vehicle evaluation report.

Adjuster Kristen Burnett Telephone No. 209-273-9965

Customer's Signature 

Pursuant to the California State Regulation R 2695.8 of the Fair Claims Practice Act, The following applies to our policyholders: "In first party automobile total loss claims, every insurer shall provide notice to the insured at the time the settlement payment is sent or final settlement offer is made that if notified by the insured within thirty-five (35) calendar days after the insured reviews the claim payment or final settlement offer that he or she cannot purchase a comparable automobile for the gross settlement amount, the insurer will reopen its claim file."

5X

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FEB – 5 2016

City of Turlock
Administrative Services

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail.
Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Maria Lomeli

SS#: [redacted] DOB: 05-13-1963 Gender: Male ___ Female X

Claimant's address: 6211 Casilla ct. La Grange CA 95329

Claimant's Telephone Number(s): 209-996-1985

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

Date of incident/accident: 01-20-2016

Date injuries, damages, or losses were discovered: 01-20-2016

Location of incident/accident: East Avenue & Johnson st. Turlock CA

What did entity or employee do to cause this loss, damage, or injury? Huge Deep Pot Hole on East Avenue, drove over Pothole on a Foggy day, Caused a flat tire & Bent Tire Rim
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Turlock

What specific injuries, damages, or losses did claimant receive? flat tire & Bent Tire Rim

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

If the amount of your claim does not exceed $10,000, state the total amount claimed : $542.62

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

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

How was this amount calculated (please itemize)? Tire needed to be replaced ASAP! Replaced @ American Tire for $190.49, Estimate for Bent Tire Rim from Honda $352.13
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 02-05-16 Signature: [signature]

If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

Didn't replace Tire Rim because I cannot afford it. Driving with Bent Tire Rim. Tire Needed to be replaced, it was torn in 2 different Places. Fortunate to have Road Assistance and Called them to change my Tire that morning on my way to work. See attached. America Tire Recupt + Estimate from Honda Dealer

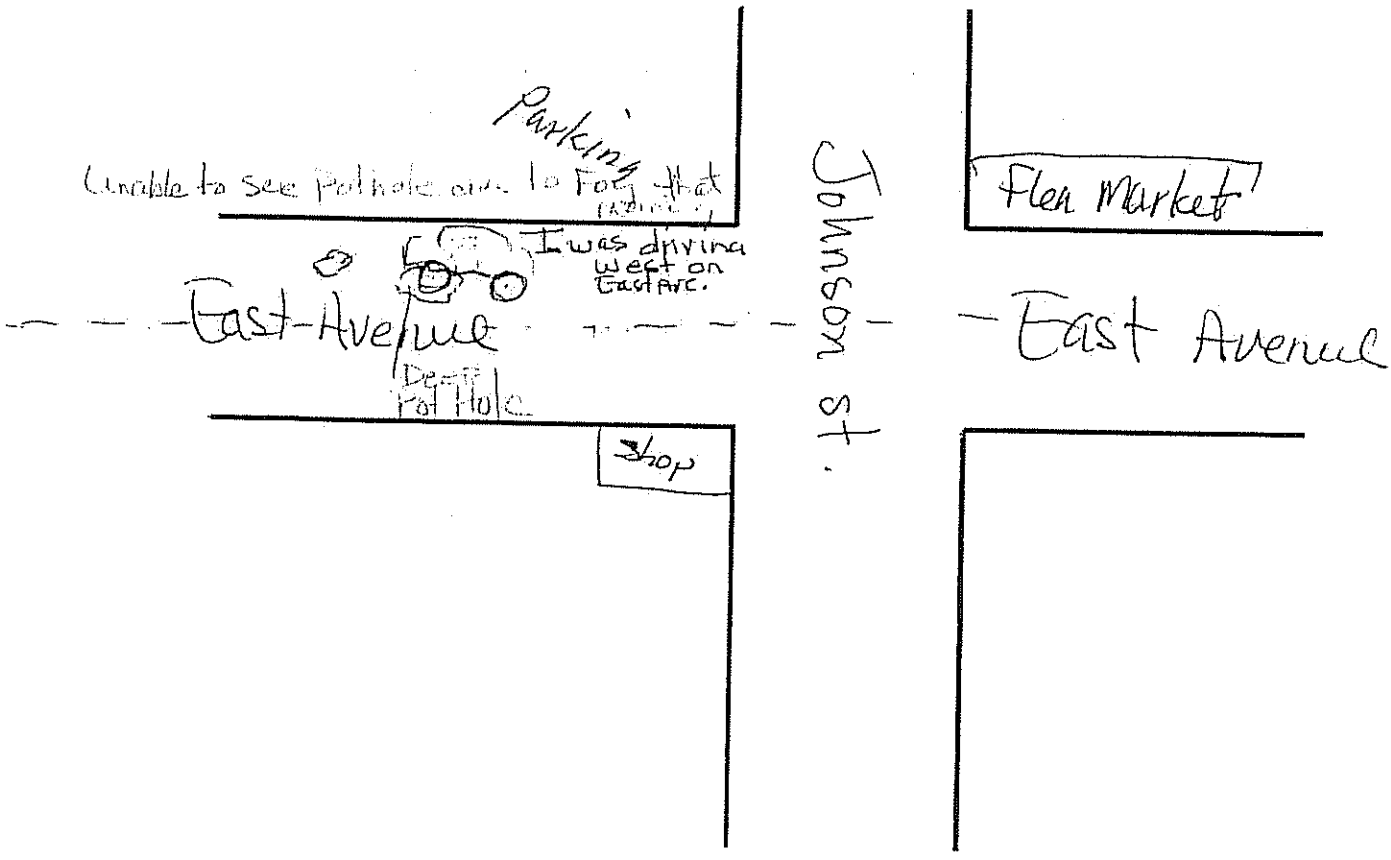
DIAGRAMS Tire Rim will need to be replaced for Safety issues.

General Diagram

↑ North

Street Incidents

↑ North



MERCED HONDA
1775 AUTO CENTER DR.
MERCED, CA. 95340
(209)722-8100

Date: 02/04/2016 14:40:58

Customer: MARIA LOMELI
5211 CASILLA
LA GRANGE CA 95329

Home: 2095954561
Mobile:
Work:
Email:

For: 2015 Honda Civic 1.8L Eng EX-L

TYPE	DESCRIPTION	PART #	QTY	PRICE	RATE	HOURS	LINE TOTAL
Parts	ALLOY WHEEL	42700-TR3-G82	1.0	$327.13	-	-	$327.13
Parts	MATCHING TIRE, BRIGESTON POTENZA	42751-BRI-G82	1.0	$235.86	-	-	$235.86
Sublet / Misc	MOUNT AND BALANCE 1 TIRE.	-	-	-	-	-	$25.00
Sublet / Misc	TIRE DISPOSAL FEE	-	-	-	-	-	$1.50

+ 25.00 Labor = $352.13

Labor:	$26.50
Parts:	$562.99
Shop Supplies:	$0.00
Hazardous Materials:	$0.00
Labor Taxes:	$0.00
Parts Taxes:	$45.04
TOTAL:	$634.53

Tire was purchased @ American Tire
$190.49 See Receipt attached

Customer Signature: _____

AMERICA'S TIRE

americastire.com

1594518

DATE: 01-09-2016 TIME: 2:34 PM

CUSTOMER INFORMATION	VEHICLE INFORMATION	STORE LOCATION
JAVIER LOMELI	2015 HONDA	SAN 32
FOUND IT LOWER	CIVIC SEDAN	2500 W MONTE VISTA AVE
	17"BASE EX L	TURLOCK CA 95380 2500
TURLOCK CA 95380	MILEAGE: 16,315	PHONE: 209-667-5333
(H) 209-624-0540	PLATE # 7MH5193	111 CHARLES E STRICKLIN
	TORQUE SPECS: 000	WORK ORDER# _____

CODE	CC	QTY	SIZE	DESCRIPTION	F.E.T.	PRICE	AMOUNT
33358	NRM	1	P 215 /45 R17	87V GL BSW TM	.00	158.00	158.00
			NCH PRIMACY	MXM4			
WARRANTY: MILEAGE- 55,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
COMMENT: BOLT PATTERN: 5-114.3							
COMMENT: INFLATION F:32 R:32							
80275	NRM	1	STATE REQUIRED	ENVIRONMENTAL FEE - UNITS	.00	1.75	1.75
33224	NRM	1	WASTE TIRE	DISPOSAL FEE	.00	2.50	2.50
COMMENT: replace if tire							
80219	NRM	1	INSTALLATION 2	LIFETIME SPIN BALANCING	.00	18.00	18.00
80402	NRM	1	VALVES, ROTATIONS 3	REPAIRS INCLUDED FREE	.00	.00	.00

Since you have purchased fewer than four tires for wheels, we will mount the new tires on the rear of your vehicle for best safety and handling.

Rimlin Flat Tire Assistance - 1-800-[illegible]-4327

SUBTOTAL:	175.25
TAX:	12.64
TOTAL:	190.47
DEBIT:	190.47
TENDERED:	190.47

XXXXXXXXXXXX 8350

Signature on file

5Y

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FEB – 9 2016

CLAIM FORM

(Please type or print)

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Ruben

SS#: [redacted] DOB: 7/4/1982 Gender: Male X Female ___

Claimant's address: 494 Wayside Dr #3 Turlock CA 95380

Claimant's Telephone Number(s): (209) 542-0147

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

Date of incident/accident: 1/12/15

Date injuries, damages, or losses were discovered: 1/12/15

Location of incident/accident: North Denair just before Hawkeye

What did entity or employee do to cause this loss, damage, or injury? The roads of Wayside and North Denair are in such bad disrepair - uneven/potholes, cracks
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? ___

What specific injuries, damages, or losses did claimant receive? I was rolling down my window as I drove on those roads and there is a crack going North and South on the road that cannot be safely avoided that the roughness of the road caused my window regulator to break.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $ 300

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

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

How was this amount calculated (please itemize)? I called and received 3 quotes

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

Date Signed: 1/21/16 Signature: [signature]

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

RECEIVED
FEB 10 2016
Office of the City Clerk

52

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City Turlock Street Department
(Name of Entity)

Claimant's name: Roy Giev

SS#: [redacted] **DOB:** 4-13-1962 **Gender:** Male ✓ Female ___

Claimant's address: 2508 East Ave

Claimant's Telephone Number(s): 209-535-8820 or 209-668-3971

Address where notices about claim are to be sent, if different from above: aprox 660 Quincy ave happen at notice when i was home.

Date of incident/accident: 1-19-2016

Date injuries, damages, or losses were discovered: 1-20-2016

Location of incident/accident: 1-19-2016 @ 660 Quincy

What did entity or employee do to cause this loss, damage, or injury? Poor road condition many pot holes, Cause damage too Tire and Wheel.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known) S. Quincy Ave Turlock Ca (Road)

What specific injuries, damages, or losses did claimant receive? Tire, and Wheel damage Vehicle is new with only 10,000 miles. Rim is bent.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : 779.38

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☑ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? By Smith Chevrolet of Turlock
1 Tire Cost 159.24 / Wheel 779.38 estimates Staple to Back
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1-31-16 **Signature:** [signature]

If signed by representative:

Print Representative's Name Roy Giev Telephone 209-535-8820

Address 2508 East Ave Turlock Ca 95350

Relationship to Claimant Self.

DIAGRAMS

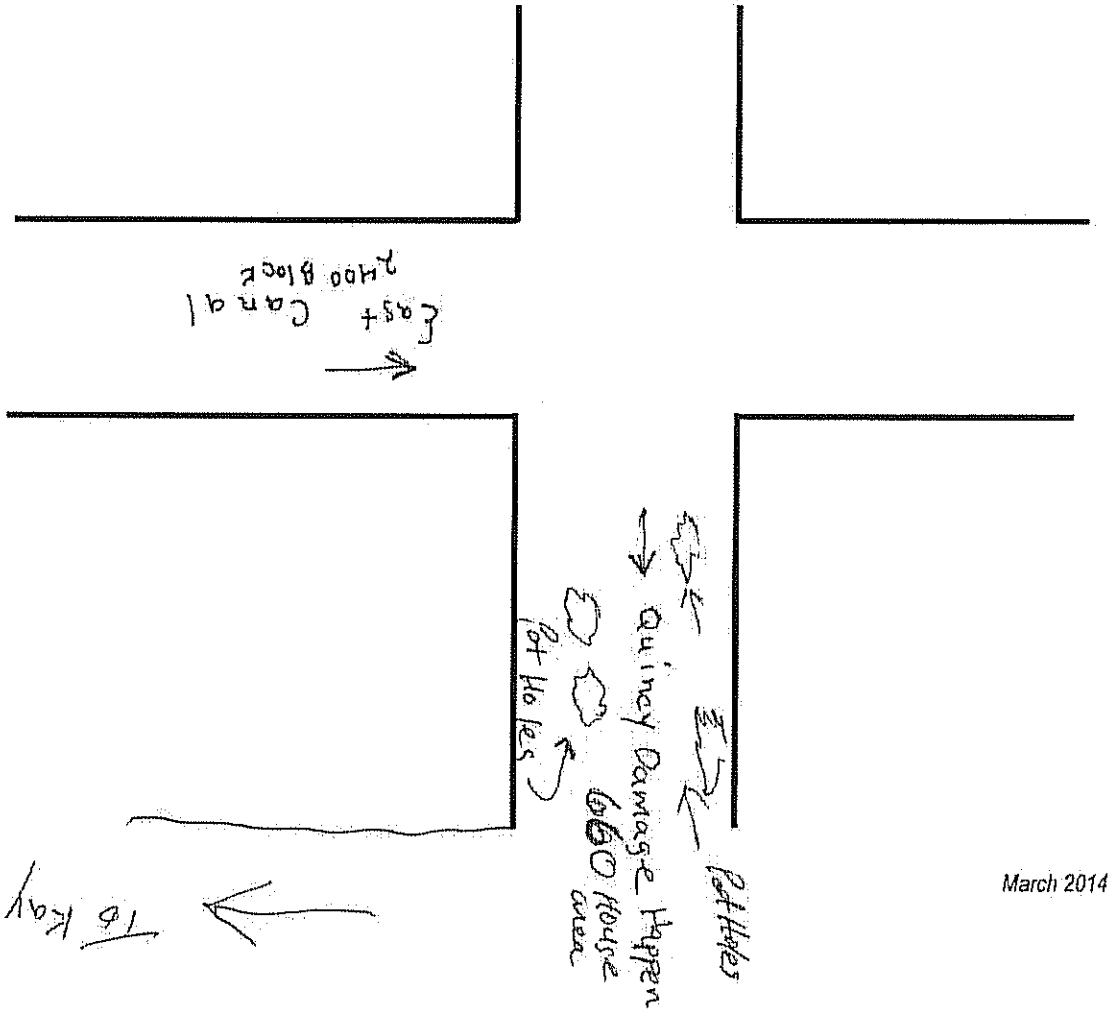
General Diagram

North ↑

Please Note still large pot hole @ 545 Quincy.
also note as driving south on Quincy at dusk and in rain this is when damage happen, I was in my proper lane and also was driving under speed limit due to weather.

Street Incidents

North ↑



March 2014

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E.P.A. C.A.L. 00224375
B.A.R. # AE-069325

(209) 632-3946
Fax: (209) 632-2593

PV Quote: QUOTE
Account: PCP
Salesman: 000515
Date: 01/25/2016

Customer: N/A
CASH SALE

Qty	Part Number/Description	Location	On Hand	List Price	Sale Price	Total
1	95137597	SOP	0	605.35	605.35	605.35
	WHEEL					
1	CORE CHARGE				50.00	50.00
1	95137597 CORE RETURN				-50.00	-50.00
1	19294342	SOP	0	118.81	118.81	118.81
	GY1855515					

TERMS STRICTLY CASH, CHECK OR CREDIT CARD UNLESS ARRANGEMENTS MADE PRIOR TO SALE.

- All exchanges and refund claims must be accompanied by this invoice and within 30 days.
- Electrical parts, special order, or factory ordered items are not returnable.
- 35% handling charge for returned items.
- We are not responsible for any labor on parts not installed by our shop.
- Returned parts must be in original and undamaged container.
- Any refund on purchase by check will wait 14 days to clear.

Total Parts:	724.16
Tax:	55.22
PartView Quote Total:	779.38

Signature: _____

CoA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 3, REGARDING GARBAGE, RUBBISH AND ORGANIC REFUSE	}	**ORDINANCE NO. -CS**

WHEREAS, AB 1826 (Chapter 727, Statutes of 2014 [Chesbro, AB 1826]) requires businesses that meet a minimum threshold to recycle their organic waste by April 1, 2016; and

WHEREAS, law also requires that local jurisdictions implement an organic waste recycling program to divert organic waste generated by businesses by January 1, 2016; and

WHEREAS, necessary language revisions and additions to Turlock Municipal Code Title 6, Chapter 3 are necessary to define commercial program specifications and for compliance with regulation requirements.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 6, Chapter 3, is hereby amended to read as follows:

Chapter 6-3
GARBAGE, RUBBISH, AND ORGANIC REFUSE

Sections:

6-3-01 Declaration of purpose and intent.

6-3-02 Definitions.

Article 1. Collection Charges

6-3-101 Rates.

6-3-102 Disputes.

6-3-103 Payment of collection charges.

6-3-104 Deposits.

Article 2. Refuse

6-3-201 Refuse containers.
6-3-202 Waste containers for businesses and industries.
6-3-203 Businesses and industries to segregate garbage and rubbish.
6-3-204 Unlawful accumulations and disposal.
6-3-205 Unlawful accumulations and disposal: Buildings under construction.
6-3-206 Waste containers: Removal.
6-3-207 Unauthorized collection and disposal.
6-3-208 Collection and disposal: Vehicles.
6-3-209 Collection and disposal: Contracts or licenses required.
6-3-210 Collection and disposal: Penalties for failure to obtain license.
6-3-211 Collection and disposal: Mandatory service.
6-3-212 Collection and disposal Contractors: Interference.
6-3-213 Collection and disposal contractors: Use of City equipment and personnel.
6-3-214 Disposal by individuals: Permits required.
6-3-215 Disputes and Complaints.
6-3-216 Inspection of premises: Right of entry.
6-3-217 Increased service requirements

Article 3. Organic Refuse6-3-301 Unlawful accumulations.

6-3-302 Collection and disposal: Maintenance of service.
6-3-303 Collection and disposal: Service required.
6-3-304 Organic and recycle refuse contamination.

Article 4. Unauthorized Entry Into Refuse Containers

6-3-401 Unauthorized entry into waste containers.
6-3-402 Unlawful search and entry: Penalty.
6-3-403 Public nuisance.

Article 5. Recycling and Recyclable Materials

6-3-501 Findings.
6-3-502 Ownership of recyclable materials.
6-3-503 Unauthorized collection prohibited: Penalty.
6-3-504 Right of individual to dispose of recyclable waste material.
6-3-505 Enforcement authority.
6-3-506 Civil action by authorized recycling contractor.
6-3-507 Violation and penalty.
6-3-508 Penalties for violations: Collections of costs: Injunctions.
6-3-509 Civil liabilities and penalties.
6-3-510 Recycle cart pilfering and/or scavenging restrictions.

Article 6. Unauthorized Dumping on City or Private Property

6-3-601 Unauthorized dumping on City or private property prohibited.
6-3-602 Penalty for violation: Habitual offender.

6-3-01 Declaration of purpose and intent.

The City, in making adequate provision in this article and in Article 2 of this chapter for the handling of solid waste, is doing so as a subdivision of the State and after being authorized and required to do so as a part of the State's comprehensive program for solid waste management and resource recovery and for the preservation, health, safety, and well-being of the public. The Municipal Code provisions regarding solid waste handling, and the actions of the City pursuant to those provisions, are intended to implement State policy and to provide for the City's continuing authorized evaluation, planning, and supervision in the area.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-100)

6-3-02 Definitions.

For the purposes of this article, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

(a) "Authorized recycling contractor" shall mean and include a person or any other entity authorized under and by virtue of a contract with the City of Turlock to collect recyclable material in the City.

(b) "Bidding" shall mean a selection process used to choose a contractor or franchisee. Such process shall not necessarily involve the award of a contract or franchise to the lowest bidder, but may be based on other additional criteria established by the Council.

(c) "Container" shall mean and include bin, box, cart, and receptacle.

(d) "Designated recycling collection location" shall mean and include the place designated in the contract between the City and an authorized recycling contractor from which the authorized recycling contractor has contracted to collect recyclable waste material.

(e) "Disposal Charge" shall mean the cost for removal and disposal of waste and industrial refuse service.

(f) "Electronic Waste" (E-waste) shall mean Computers, CRT's, monitors, copiers, fax machines, printers, televisions, and other electronic items.

(g) "Garbage" shall mean all putrescible waste and household and animal waste or residue produced or accumulated from the preparation, processing, handling of foodstuff, other than industrial refuse as defined in 6-3-02 (h) of this article.

(h) "Industrial refuse" shall mean refuse produced by a person principally engaged in the business of growing, processing, or manufacturing agricultural, animal, or other products or materials whose principal outlet for such products is wholesale rather than retail; is collected by a licensee from a container whose volume equals or exceeds ten (10) cubic yards; and refuse produced by any person engaged in the business of building construction or demolition.

(i) "License" shall mean a City of Turlock business license or other such license as required by the City Council.

(j) "Municipal Services Director" shall mean the Director of the department responsible for the implementation of the requirements of this chapter.

(k) "Organic refuse" shall mean and include non-hazardous wood waste, food soiled paper waste, grass, weeds, branches, hedges, cuttings, and trimmings. For commercial and multi-family customers, Organic refuse shall also include food waste. "Organic refuse" shall not include garbage, rubbish, or industrial waste as defined in Article 2 of this chapter.

(l) "Person" shall mean and include any individual, firm, co-partnership, corporation, company, association, joint-stock association, or body politic group, or combination, and the plural as well as the singular; and includes any trustee, receiver, assignee, or other similar representative thereof.

(m) "Recyclable waste material" shall mean and include discarded materials that can be diverted from landfilling and/or transformation facilities and shall exist when appropriately separated from residential solid waste, including organic refuse. Generally, recyclable waste material(s) have an economic value in the secondary materials market and include, but are not limited to, materials such as newspapers, glass and metal cans, which are separated from other garbage or refuse for purposes of recycling.

(n) "Recycling" shall mean and include the process of collecting and converting recyclable waste material by reprocessing or other such remanufacturing.

(o) "Refuse" shall mean both garbage and rubbish as defined in this section.

(p) "Rubbish" shall mean all non-putrescible waste, including, but not limited to, paper, cardboard, rags, plastic, construction debris, sweepings, sawdust, plaster, cement, glass, crockery, metal, cans, and ashes, but excepting organic refuse and industrial refuse.

(q) "Solid Waste" shall mean household waste, construction and demolition debris, sanitation residue, and waste from streets. This refuse is generated mainly from residential and commercial complexes.

(r) "Universal Waste" (U-Waste) shall mean hazardous waste that are more common and pose a lower risk to people and the environment than other hazardous waste. Some items considered as universal waste include: mercury thermostats, batteries, lamps, non-aerosol cans, mercury switches, mercury thermometers, pressure or vacuum gauges, dilators and weighted tubing, rubber flooring, consumer electronic devices, cathode ray tubes, and various gauges.

(s) "Waste" shall mean and include electronic waste (E-Waste), garbage, organic refuse, recycling, refuse, rubbish, and universal waste (U-Waste).

(Ord. 1045-CS, Amended, 08/11/2005; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-101, 6-3-201, 6-3-402)

Article 1. Collection Charges

6-3-101 Rates.

The rates to be charged for the collection of garbage, rubbish and organic refuse are shown in the table below. A consolidated bill for garbage, rubbish, industrial refuse, water, and sewer charges will be sent to the person responsible for the payment of water and sewer charges.

TYPE OF SERVICE	Monthly Cart Service Rate
Residential – 32	Includes: 1 - 32 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Organic Refuse (green)
Residential 32 Regular Rate	$25.10

Residential 32 Senior Citizen Rate	$19.20
Residential – 64	Includes: 1 - 64 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Organic Refuse (green)
Residential 64 Regular Rate	$33.10
Residential – 96	Includes: 1 - 96 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Organic Refuse (green)
Residential 96 Regular Rate	$38.10
ADDITIONAL CART FEES	
Each Additional Extra Cart for Recyclable Waste Material, including Organic Waste Container Refuse Cart (green) and Recycle Cart (blue)	$7.65

SPECIAL CART SERVICES		
Damaged Cart Replacement	32 gallon grey 64 gallon grey 68 gallon blue 95 gallon green 96 gallon grey	$32.00 $42.00 $42.00 $46.00 $46.00
Cart Cleaning or Swap Charge	1st Cart Each additional cart	$25.00 $ 5.00
Return for Cart Service Charge	1st Cart Each additional cart	$ 5.00 $ 2.00
Recycle/Organic Refuse Cart Contaminate Fee	$15.00 each cart	
Commercial Cart Service	Includes: 1 - 95-gallon refuse (grey)	
Commercial Cart Service	$20.85	

TYPE OF SERVICE	**Monthly Rate**
Commercial Bin Service	
2-Yard Bin	
pick up 1 time a week	$75.85
pick up 2 times a week	$134.60
pick up 3 times a week	$193.35
pick up 4 times a week	$252.10
pick up 5 times a week	$310.85

pick up 6 times a week	$369.60
3-Yard Bin	
pick up 1 time a week	$94.50
pick up 2 times a week	$171.80
pick up 3 times a week	$249.10
pick up 4 times a week	$326.40
pick up 5 times a week	$403.70
pick up 6 times a week	$481.00
4-Yard Bin	
pick up 1 time a week	$115.50
pick up 2 times a week	$213.70
pick up 3 times a week	$311.90
pick up 4 times a week	$410.10
pick up 5 times a week	$508.30
pick up 6 times a week	$606.50
6-Yard Bin	
pick up 1 time a week	$152.10
pick up 2 times a week	$286.75
pick up 3 times a week	$421.40
pick up 4 times a week	$556.05
pick up 5 times a week	$690.70
pick up 6 times a week	$825.35

Special Bin Services:		
Special Pickup $2.90 per yard plus $35.00	2-Yard Bin	$40.80
	3-Yard Bin	$43.70
	4-Yard Bin	$46.60

	6-Yard Bin	$52.40
Cleaning & Replacement	$35.00 plus Special Pick up Charge	
Gate Rate	$16.80 per month per bin per pick up	
Bin Compactor Rate	$10.10 per cubic yard per pick up	
3-Yard Temporary Bin	$51.00 per week with one dump $51.00 per each additional dump	
Bin push out rate	$16.80 per month per bin per pick up	

TYPE OF SERVICE	**Rate**	
Commercial Box Service	**Hauling Fee**	**Disposal Charge**
15-19 Yard Box	$90.00	$53.53 per ton fee
20-29 Yard Box	$105.00	$53.53 per ton fee
30-50 Yard Box	$130.00	$53.53 per ton fee

Special Box Services:	
Box Compactor Rate	Must be negotiated, by size and weight. Disposal will be actual disposal charge.
Box Rental	$2.00 per day.
Box Special Pickup	Hauling Fee + $35.00

EXTRA CHARGE ITEMS	**Rate**

Electronic Waste (E-Waste)	
Computer Monitors and Televisions	
Computer Monitors	$20.00
Table Top Televisions	$25.00
Console & Big Screen Televisions	$35.00
Universal Waste (U-Waste)	
Microwaves, dishwashers, washing machines, dryers, toaster ovens, stoves or ovens, hot water heaters and furnaces	$8.25 per appliance
Refrigeration Equipment, A/C Units, etc.	$23.55 per unit
Tires	
Passenger	$5.90
Passenger with Rim	$9.40
Truck	$14.10
Trucks with Rim	$22.90
Tractor & Heavy Equipment	From $80.00 to $600.00

(Ord. 1165-CS, Amended, 06/12/2012; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-02, Renumbered from 6-3-118)

6-3-102 Disputes.

In all cases where disputes arise as to the rate charged or to be charged for any service provided pursuant to the provisions of this article or any contract entered into by the City

for the collection of waste, the matter shall be referred to the Council, and the Council, upon due investigation, shall determine and fix the rate as the Council may deem just and equitable. The determination of the Council thereon in all cases shall be final and conclusive.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-201, Renumbered from 6-3-119)

6-3-103 Payment of collection charges.

(a) Billing and Payment. Accounts for waste collection shall be billed on a monthly basis in conjunction with billing for sewer and water services and shall be due and payable in the City of Turlock Finance Office by the last day of the month billed.

(b) Nonpayment of Collection Charges. In the event of nonpayment of the charges for the collection and disposal of waste as provided in this article, the following procedures and penalties shall apply:

(1) If payment for any charges shown on utility bill are not received by the City of Turlock Finance Office by 5:00 p.m. on the fifth day following the due date (including applicable penalties), the customer's account shall be charged a delinquency penalty of Twenty-Five and no/100ths ($25.00) Dollars on the sixth day.

(2) Notice. A written notice of delinquency shall be sent by the Finance Office to any customer whose account remains delinquent. The written notice to be mailed or delivered to the customer shall notify him that the service is subject to disconnection and/or delinquent charges will be submitted for collection. Such notice shall contain the information to avoid such action. The City of Turlock shall give notice of the delinquency and impending termination pursuant to Section 10010 of the Public Utilities Code.

(3) If payment of said billing is not received by the City of Turlock Finance Office, or other arrangements are not made, by 5:00 p.m. on the fifth day following the due date (including applicable penalties), service may be

terminated or submitted for collection; provided, that notice was given pursuant to Section 10010 of the Public Utilities Code and that termination of services for nonpayment of billing shall not occur on any Saturday, Sunday, legal holiday, or at any time during which the business office of the City of Turlock is not open to the public.

(c) Wrongful Termination. Any wrongfully terminated service shall be restored without charge for the restoration of service, and a notation thereof shall be mailed to the customer at the billing address.

(d) Third Party Notification Service for Residential Customers. The City of Turlock shall make available to its residential customers who are sixty-five (65) years of age or older, or who are dependent adults as defined in California Welfare and Institutions Code Section 15610, a third party notification service whereby the City of Turlock shall attempt to notify a person designated by the customer to receive notification when the customer's account is delinquent and subject to termination. The notification shall include information on what is required to prevent termination of service. The residential customer shall make a request for third party notification on a form provided by the City of Turlock, and shall include a written consent of the designated third party. The third party designation does not obligate the third party to pay the overdue charges, nor shall it prevent or delay termination of service.

(e) Nonpayment of Collection Charges by Previous Residential Tenant.

(1) The City of Turlock shall not seek to recover any charges or penalties for the furnishing of service to or for a residential tenant from any subsequent tenant on account of nonpayment of charges by the previous tenant.

(2) The City of Turlock shall require that service to subsequent tenants be furnished on the account of the landlord or property owner when an unpaid bill has been left by the previous tenant.

(1182-CS, Amended, 03/12/2013; 1142-CS, Amended, 07/13/2010; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-202,

Renumbered from 6-3-121; 980-CS, Amended, 07/01/2002; 839-CS, Amended, 03/23/1994; 783-CS, Amended, 07/23/1992)

6-3-104 Deposits.

Monies collected for waste disposal shall be deposited in the General Fund. For the "Residential-64" and "Residential-96" service, forty-one (41%) percent of the amount over the "Residential-32" regular rate will be deposited into the Solid Waste Education and Management Fund.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-203, Renumbered from 6-3-122)

Article 2. Refuse

6-3-201 Refuse containers.

Every person in possession of, or having the charge or control of, any boardinghouse, lodging house, restaurant, hotel, apartment, eating house, flat, duplex, or dwelling house within the City shall keep and maintain appropriate waste collection containers as provided by the contractor. Such containers shall be kept and maintained in an accessible place immediately adjoining the alley or at the rear of such premises, if there is no alley. Such person shall deposit in the appropriate waste container the refuse, recyclable and/or organic waste accumulated upon the premises. At least once each week, and as often as may be necessary to keep such containers from overflowing, the contents thereof shall be delivered to some responsible person to be hauled and carried away from the premises and to be disposed of according to law. All such containers shall be placed in a place easily accessible to the collection service for pickup and disposal.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-02, Renumbered from 6-3-102)

6-3-202 Waste containers for businesses and industries.

(a) All business firms and industrial establishments shall use containers for the waste which they deliver in any street or alley to or for the contractor, as provided by the contractor.

(b) All businesses shall adhere to any/all applicable laws mandated by the State of California with regard to proper disposal and recycling requirements such as but not limited to; Mandatory Commercial Recycling pursuant to §42649 of the Public Resources Code and Mandatory Organics Recycling pursuant to AB 1826 Chesbro (Chapter 727, Statutes of 2014).

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-301, Renumbered from 6-3-103)

6-3-203 Businesses and industries to segregate garbage and rubbish.

All business firms and industrial establishments shall segregate in appropriate and suitable containers all garbage from rubbish, and such garbage and rubbish shall not be delivered to or for the contractor or licensee except in separate containers.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-302, Renumbered from 6-3-105)

6-3-204 Unlawful accumulations and disposal.

It shall be unlawful for any person in possession of, or having charge or control of, any boardinghouse, lodging house, restaurant, hotel, eating house, apartment, flat, duplex, or dwelling house within the City to keep or deposit any waste on any premises in the City except in a waste container as described in Section 6-3-201 of this article. It shall be unlawful for such person to bury or burn any waste or to keep or deposit any rubbish on any premises in the City for a longer time than may be reasonably necessary for the purposes of destruction or burial or collection and removal by the contractor holding a valid contract with the City for the collection and disposal of waste, and no such person shall throw or deposit any waste on any alley, public place, sidewalk, street, or waterway other than in such containers. Grass cuttings, trees, shrubbery, and lawn trimmings may be deposited on such premises as set forth in Article 2 of this chapter.

No person shall dump, place, or bury in any lot, land, street, alley, water, waterway, or elsewhere within the City any waste, manure, or waste matter condemned by the Health Department or its authorized representatives.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-303, Renumbered from 6-3-105)

6-3-205 Unlawful accumulations and disposal: Buildings under construction.

No person owning or occupying any building, lot, or premises in the City shall permit to collect and remain upon such lot or premises refuse or industrial waste of any kind; provided, however, the provisions of this section shall not be construed as interfering with buildings under construction.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-106)

6-3-206 Waste containers: Removal.

It shall be unlawful to allow to stand or remain in any street or any place open to the public view, except an alley, any type of container for waste or industrial refuse for a period exceeding Twenty-four (24) consecutive hours. The provisions of this section shall apply only to the persons described in Section 6-3-201 of this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-107)

6-3-207 Unauthorized collection and disposal.

At such times as there is in force a contract entered into by the City with any person for the collection and disposal of waste in the City, it shall be unlawful for any person, other than the contractor or a person in the employ of such contractor, to collect any waste within the City or to remove or carry any waste through any public street or alley of the City for compensation or hire.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-110)

6-3-208 Collection and disposal: Vehicles.

It shall be unlawful for any person to move or carry through any public street or alley of the City any waste or industrial refuse, except in vehicles having metallic or metal-lined beds, and the waste shall be so loaded that none of it shall fall, drop, or spill upon the ground. Every vehicle used in the work of collecting and disposing of waste shall be kept clean. Trucks carrying waste through the streets shall be covered with a tarpaulin or other suitable covering to prevent waste spilling on the street.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-111)

6-3-209 Collection and disposal: Contracts or licenses required.

(a) The collection, removal, and disposal of all waste and industrial refuse may be performed by the City or by a person or persons pursuant to a franchise contract or license with the City, and no other person shall engage in such business unless a franchise contract or license is issued to do so by the city council.

(b) Any franchise contract or license, whether partially or wholly exclusive or nonexclusive, may be awarded with or without competitive bidding and shall be done in such a manner as to insure broad and equitable participation by potential contractors or franchisees; and shall consider the credentials, reputation and practices of the franchise contractor or licensee.

(c) Any franchise contract or license awarded by the City may be for a period not to exceed fifty (50) years with three (3) fifteen (15) year or five (5) ten (10) year interval quality review and renewal periods.

(d) At the expiration of any contract or license issued pursuant to Turlock Municipal Code Section 6-3-209(c), then based upon California Public Resources Code Section 40059 the City Council may renew the franchise contract or license to the same franchise contractor or licensee if the City Council finds and declares that the credentials, reputation and practices of the franchise contractor or licensee is in the interest of the public health, safety and general welfare.

(e) Any franchise contract or license awarded by the City shall require at least three (3) affirmative votes of the City Council.

(f) Any refuse hauler shall be charged fifteen (15%) percent of gross receipts on business originating within the City of Turlock.

(Ord. 1045-CS, Amended, 08/11/2005; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-112; 738-CS, Amended, 08/08/1991)

6-3-210 Collection and disposal: Penalties for failure to obtain license.

(a) Notwithstanding the provisions of Section 1-2-01 of this Code, any person who shall collect, remove or dispose of industrial refuse in violation of Section 6-3-209, or permit the collection, removal or disposal of industrial refuse under the control of such person by an unlicensed industrial refuse hauler shall, for each and every violation and noncompliance, be guilty of a misdemeanor, punishable by a fine of not less than One hundred and no/100ths ($100.00) Dollars, nor more than One Thousand and no/100ths ($1,000.00) Dollars, and/or by imprisonment in the County Jail for not more than six (6) months.

(b) Any industrial hauler who collects, removes or disposes of industrial refuse in violation of Section 6-3-209 shall be precluded from obtaining an industrial waste hauling license for a period of six (6) months from the date of any such violation, nor shall such license be issued until all administrative fees have been paid which would have been due had a license been properly requested and issued.

(c) The Chief of Police of the City may impound any industrial refuse container placed within the corporate limits of the City by an unlicensed industrial refuse hauler for purposes of collecting industrial refuse. The container shall be released to its owner upon payment of all administrative fees which would have been due had a license been properly requested and issued, and all transportation and storage costs and expenses. In the event the container remains unclaimed for a period of thirty (30) days after impounding, the Chief of Police, after giving ten (10) days' written notice to the hauler, may sell or otherwise dispose of the container to satisfy any unpaid administrative,

transportation and storage fees owed to the City. Any amount remaining after such payment to the City shall be paid to the owner of the container.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-112.1)

6-3-211 Collection and disposal: Mandatory service.

(a) At such times as there is in force a contract entered into by the City with any person for the collection of waste in the City, such person shall be the exclusive agent for the removal of waste from within the City limits, and the owners of all properties shall pay for such collection service, regardless of whether such owner elects to use such service.

(b) Notwithstanding Section 6-3-211(a), the owner of a vacant single family unit which is vacant for more than 60 (sixty) days and, will therefore not utilize collection services may suspend their payment obligation for collection services by signing an affidavit under penalty of perjury that such single family unit is vacant. The vacancy affidavit will be valid for not more than one (1) year and must be renewed annually. Failure to renew the vacancy affidavit will cause the account to resume billing at the minimum regular residential service level.

(c) Any property owner who exercises the affidavit procedure of Section 6-3-211(b) shall promise and have the responsibility to give notice to hauler within five (5) calendar days that a vacancy no longer exists and thereafter shall pay for resumption of such collection services as provided in Section 6-3-211(a).

(d) Any property owner who fails to give notice required by Section 6-3-211(c) and by affidavit shall be fined as follows:

(1) have added to their service bill as a penalty the amount for collection services from the date reflected in the affidavit;

(2) pay a fine for failure to give notice in accordance with Section 6-3-211(d) in the amount of Two Hundred and no/100ths ($200.00) Dollars.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-113; 826-CS, Amended, 09/23/1993)

6-3-212 Collection and disposal Contractors: Interference.

It shall be unlawful for any person to interfere in any manner with the collection, removal, or disposal of waste by the authorized contractor.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-115)

6-3-213 Collection and disposal contractors: Use of City equipment and personnel.

In the event the removal of waste is required in quantities and at times in excess of the ordinary facilities and abilities of the contractor to provide or perform, the right is reserved to make use of City equipment and personnel for such purpose and the same shall be provided at a reasonable cost to such contractor. The occupants or owners of land or premises shall not be penalized, because of the inability to secure adequate services from the contractor, to comply with the provisions of this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-116)

6-3-214 Disposal by individuals: Permits required.

(a) Authorized. Notwithstanding the provisions of Section 6-3-209 of this article, in unusual circumstances a person may apply to the Council for permission to dispose of waste or industrial refuse as may accumulate on any specific property or location provided such disposal complies with the sanitary provisions of this article and permission to do so is granted by the Council.

Unusual circumstances shall be determined by consideration of factors such as the nature and volume of the waste, any special handling considerations, the applicant's ability to dispose of the waste safely and reliably, and any other circumstance relevant to the particular application and the preservation, health, safety, and well-being of the public. The Council may impose any reasonable conditions and restrictions, including,

but not limited to, bonds, fees, reporting requirements, restrictions on the accumulation, handling, and disposal, the payment of inspection fees, if any, and any other limitations or conditions appropriate under the particular circumstances.

(b) Applications: Issuance. In the event any person shall elect to dispose of waste as provided in subsection (a) of this section, a written application shall be made to the Municipal Services Director or a duly authorized representative on special forms, and, upon approval by the Council, a proper permit shall be issued in writing, stating any condition or limitation on the permit, in which case the premises thus affected may be exempt from the ordinary charges specified in this article unless otherwise provided.

(c) Revocation. It shall be the duty of the Municipal Services Director or a duly authorized representative to inspect from time to time such premises as may be exempt under the provisions of this section and revoke forthwith any permit which has been issued in the event such disposal is found to be in violation of the provisions of this article or any condition imposed by the Council. In such event, upon written notice, the occupant of such premises shall be required to accept service at the rates and under the terms set forth in this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-117)

6-3-215 Disputes and Complaints.

In the event of disputes or complaints arising from or concerning the place where containers for waste shall be placed while awaiting the removal of such waste or the contents of such containers, or the quantities to be removed, or the number of times of removal, the Municipal Services Director shall designate the place, the estimated quantity, and the times and manner of removal.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-123)

6-3-216 Inspection of premises: Right of entry.

(a) Inspections. The Municipal Services Director or other duly authorized representative of the City shall visit all premises within the City from time to time and examine the sanitary condition of such premises to determine whether the provisions of this article are being complied with. Upon notification by the Municipal Services Director or a duly authorized representative all persons, including the contractor, shall comply with the provisions of this article or be deemed guilty of a misdemeanor.

(b) Right of entry. The Municipal Services Director or a duly authorized representative is hereby granted permission to enter upon any premises in the City for the purposes of making the inspections or determinations provided by this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-124)

6-3-217 Increased service requirements.

(a) If more than three (3) instances of contamination occur during a twelve (12) month period in the recycle and/or organic refuse cart collectively, the service will automatically be upgraded to the next larger level of refuse service.

(b) If contamination continues when the customer is at the largest refuse service level, the cart contamination fee will be enforced for each occurrence of contamination.

(c) Habitual contaminators may be subject to provisions of Section 6-3-304 of Article 3 of this chapter and Section 6-3-510 of Article 5 of this chapter.

(Ord. 1041-CS, Add, 03/10/2005)

Article 3. Organic Refuse

6-3-301 Unlawful accumulations.

No person owning or occupying any building, lot, or premises in the City shall permit any organic refuse to be collected upon and remain upon such lot or premises for any period of time longer than may be reasonable and necessary in order to dispose of such organic refuse as provided in this article.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-401, Renumbered from 6-3-202)

6-3-302 Collection and disposal: Maintenance of service.

The City shall maintain or provide for organic refuse collection service which, at intervals no less than four (4) times per month, shall remove and dispose of all organic refuse from every lot, parcel, or plot of land upon which a residence, dwelling house, duplex, or residential unit exists, excepting, however, any parcel of land which is covered by buildings to the extent that no more than 500 square feet of lot area remains.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-402, Renumbered from 6-3-203)

6-3-303 Collection and disposal: Service required.

(a) Except as otherwise provided in Section 6-3-302 of this article, all occupied premises within the City shall have organic refuse collection service.

(b) Every owner, tenant, employee, or occupant of any premises where refuse is created shall use an organic refuse cart as provided by the contractor. The gross weight of any one (1) organic refuse cart shall not be in excess of one hundred fifty (150) pounds. The maximum length of any item placed in an organic refuse cart shall be four (4') feet.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-403, Renumbered from 6-3-204)

6-3-304 Organic and recycle refuse contamination.

The willful disposal of garbage or rubbish in organic refuse or recycling refuse carts shall not be permitted. Any violation of this article may be prosecuted in accordance with 1-2-01 of this code.

(Ord. 1041-CS, Add, 03/10/2005)

Article 4. Unauthorized Entry Into Refuse Containers

6-3-401 Unauthorized entry into waste containers.

(a) The City Council recognizes that there is an increasing problem both nationally and locally involving persons who forage waste containers.

(b) The City Council finds that there is risk to the public health and safety when:

(1) waste is strewn about;

(2) waste containers are left open to animals;

(3) waste containers and lids are left in roadways or walkways.

(c) The City Council further finds that entry into waste containers by unauthorized individuals may subject owners to public nuisance liabilities for which they have no remedy unless provided by an addition to the Turlock Municipal Code.

(d) The Council hereby finds that an ordinance is needed for the preservation of the public peace, health and safety and general welfare of the residents of the City of Turlock based upon the finding of facts declared by the City Council hereinabove stated.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-501, Renumbered from 6-3-301; 722-CS, Enacted, 02/21/1991)

6-3-402 Unlawful search and entry: Penalty.

(a) It shall be unlawful for any person, except the owner or someone with the owner's consent or law enforcement personnel pursuant to a duly issued search warrant or probable cause, to rummage, explore, scavenge or otherwise search a waste container.

(b) Any and each violation of Section 6-3-402(a) shall constitute a separate and distinct offense and subject to any and all remedies provided for in this code and may be punishable as provided in Section 6-3-507 of this Code.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 03/22/2004, Renumbered to 6-3-02; Renumbered from 6-3-302; 722-CS, Enacted, 02/21/1991)

6-3-403 Public nuisance.

Scavenging is a violation of the provisions of this chapter and is hereby declared a public nuisance.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-502, Renumbered from 6-3-303; 722-CS, Enacted, 02/21/1991)

Article 5. Recycling and Recyclable Materials

6-3-501 Findings.

(a) The City Council of the City of Turlock has determined that it is in the best interests of the City to promote recycling of discarded waste materials.

(b) The City Council of the City of Turlock has determined that it is in the best interests of the City to promote said recycling through the use of authorized recycling contractor(s).

(c) The City Council of the City of Turlock finds that the success of the recycling program is in part dependent upon the ability of an authorized recycling contractor(s) to collect recyclable materials without interference by unauthorized persons and that such unauthorized interference may have serious adverse effects on the success of recycling programs.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-601, Renumbered from 6-3-401; 722-CS, Enacted, 02/21/1991)

6-3-502 Ownership of recyclable materials.

Recyclable waste material shall become the property of the authorized recycling contractor upon placement of recyclable waste material at a designated recycling collection location for collection by an authorized recycling contractor.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-602, Renumbered from 6-3-403; 722-CS, Enacted, 02/21/1991)

6-3-503 Unauthorized collection prohibited: Penalty.

(a) It shall be unlawful for any person, other than an authorized recycling contractor to remove recyclable waste material which has been placed at a designated recycling collection location, during the twenty-four (24) hour period commencing at 6:00 p.m. on any day preceding a day designated for collection of recyclable material.

(b) Any and each such unauthorized collection in violation of Section 6-3-503(a) of this article from one (1) or more designated recycling location(s) during the twenty-four (24) hour period designated in Section 6-3-503(a) of this article shall constitute a separate and distinct offense and subject to any and all remedies provided for in this code and may be punishable as provided in Section 6-3-507 of this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-404; 722-CS, Enacted, 02/21/1991)

6-3-504 Right of individual to dispose of recyclable waste material.

Nothing in this article shall limit the right of an individual person, organization or other entity to donate, sell or otherwise dispose of recyclable waste material, provided that any such disposal is in accordance with the provisions of this article.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-405; 722-CS, Enacted, 02/21/1991)

6-3-505 Enforcement authority.

The City Attorney, or his or her designee, shall have the authority to enforce the provisions of this article. This authority shall be in addition to the authority granted to police officers pursuant to this code.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-406; 722-CS, Enacted, 02/21/1991)

6-3-506 Civil action by authorized recycling contractor.

Nothing in this article shall be deemed to limit the right of an authorized recycling contractor to bring a civil action against any person who violates Section 6-3-503(a) of

this article, nor shall a conviction for such violation exempt any person from a civil action brought by an authorized recycling contractor.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-407; 722-CS, Enacted, 02/21/1991)

6-3-507 Violation and penalty.

(a) Any person in violation of this article may be guilty of a misdemeanor and shall be punishable by a fine of not more than Five Hundred ($500.00) Dollars or imprisonment in the Stanislaus County jail for not more than six (6) months, or both.

(b) Any person that continues in violation of this section shall be guilty of a separate and distinct offense for each and every violation, pursuant to Turlock Municipal Code Section 1-2-01.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-408; 722-CS, Amended, 02/21/1991)

6-3-508 Penalties for violations: Collections of costs: Injunctions.

In order to enforce the provisions of this chapter, the City may correct any violation hereof. The cost of such correction, including attorney's fees, may be added to any sewer service charge payable by the person violating the chapter of the property upon which the violation occurred, and the City shall have such remedies for the collection of such costs as it has for the collection of sewer service charges. The City may also petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of the provisions of this chapter.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-409; 722-CS, Enacted, 02/21/1991)

6-3-509 Civil liabilities and penalties.

Any person who intentionally or negligently violates any provision of this chapter shall be liable civilly to liabilities imposed by the City against which the violation occurs. Such

civil liability may be in a sum not to exceed Ten Thousand ($10,000) Dollars. The City may petition the Superior Court to enforce and recover such sums. In determining such amount, the City shall take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length of time over which the violation occurs, the corrective action, if any, and the fines and penalties imposed on the City by other agencies.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-410; 722-CS, Enacted, 02/21/1991)

6-3-510 Recycle cart pilfering and/or scavenging restrictions.

Scavenging or taking any part, or all, of the contents of residential curbside recycling carts that are placed out for collection shall not be permitted.. Any violation of this section may constitute an infraction and shall be punishable by a fine of not more than Five Hundred and no/100ths ($500.00) Dollars.

(Ord. 1041-CS, Add, 03/10/2005)

Article 6. Unauthorized Dumping on City or Private Property

6-3-601 Unauthorized dumping on City or private property prohibited.

(a) No person shall dump, deposit or place, or cause or assist in the dumping, depositing or placing, upon City of Turlock property, or any portion thereof, or in any City of Turlock waste container or industrial refuse, as those terms are commonly known, used or defined in this chapter.

(b) No person shall dump, deposit or place, or cause or assist in the dumping, depositing or placing, upon any private property, or any portion thereof, or in any waste container, other than the one issued or assigned for their personal use, any waste or industrial refuse, as those terms are commonly known, used or defined in this chapter.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-501; 825-CS, Amended, 08/26/1993; 751-CS, Enacted, 10/10/1991)

6-3-602 Penalty for violation: Habitual offender.

(a) Violation of this chapter as an infraction. The minimum penalty for a first conviction for violating this chapter is a One Hundred and no/100ths ($100.00) Dollars fine; for a second conviction within one (1) year, the minimum penalty is a Two Hundred and no/100ths ($200.00) Dollars fine; for a third or subsequent conviction within one (1) year, the minimum penalty is a Two-Hundred Fifty and no/100ths ($250.00) Dollars fine.

(b) Any person that continues in violation of this section shall be guilty of a separate and distinct offense for each and every violation, pursuant to Turlock Municipal Code Section 1-2-01

(b) Notwithstanding the penalty provisions of Section 6-3-507(a) of Article 5 of this chapter, if the City Attorney finds and declares that the defendant is a habitual offender of the provisions of this article, the City Attorney may elect to prosecute such violation as a misdemeanor. For the purposes of this article, a habitual offender shall mean and include a person who has four (4) or more convictions for violating this article within one (1) calendar year.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered 6-3-502; 751-CS, Enacted, 10/10/1991)

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 22nd day of March, 2016.

GARY SOISETH, Mayor

ATTEST:

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

7A

City Council Synopsis
March 22, 2016

million acts of kindness

From: Garner R. Reynolds, Interim Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 7, Article 3, Section 01 regarding Outdoor Landscape Watering and Title 6, Chapter 7, Article 4, Section 05 regarding Water Conservation Stages

2. DISCUSSION OF ISSUE:

In an effort to simplify the City of Turlock's watering schedule, Municipal Services is proposing to amend the watering hours set forth in the Turlock Municipal Code. This amendment would change the prohibited watering hours to be between 9:00 a.m. and 7:00 p.m., Monday through Sunday. Changing the prohibited watering hours will increase the amount of time residents can water; however, with the potential future implementation of water allotment excedance penalties, there likely will not be an increase in water use.

Currently, the watering hours vary from weekdays to weekends. By changing the watering hours in such a way they stay consistent throughout the week, Monday through Sunday, the potential for confusion and issuance of water wasting notices will be limited. As it stands, water wasting notices are issued more often because residents are watering on the wrong days rather than incorrect times. However, during the weekends notices are issued due to watering outside of the scheduled hours since they change from weekdays to weekends. Also, during the weekdays there is little opportunity to hand water one's yard during daylight hours with the existing watering schedule.

By adopting prohibited watering hours between 9:00 a.m. and 7:00 p.m. the City of Turlock would be taking a more regional approach. Surrounding agencies have similar prohibited hours, which will assist with the messaging other agencies advertise.

3. BASIS FOR RECOMMENDATION:

A. To amend the Municipal Code's prohibited watering hours to a more consistent timeframe throughout the week.
B. To potentially reduce the amount of water wasting notices issued to residents.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 *Effective Leadership*

General Principles:
2. Proactively respond to emerging issues.

Action Item:
4. Promote organization and community engagement.

Policy Goal # 4 *Municipal Infrastructure*

General Principles:
7. Maintain a focus on water conservation and drought tolerant planting.

Action Item:
2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
None

Budget Amendment

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not adopt the proposed Municipal Code amendments on prohibited watering hours. This alternative is not recommended. The proposed changes are intended to benefit the community by setting forth a consistent schedule of prohibited watering times.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 7, ARTICLE 3, SECTION 01 REGARDING OUTDOOR LANDSCAPE WATERING AND TITLE 6, CHAPTER 7, ARTICLE 4, SECTION 05 REGARDING WATER CONSERVATION STAGES	}	**ORDINANCE NO. -CS**

WHEREAS, the City of Turlock's watering hours shall be prohibited throughout the year between 9:00 a.m. and 7:00 p.m., Monday through Sunday; and

WHEREAS, the City of Turlock has determined this amendment will reduce the amount of water wasting notices issued and assist with providing a consistent message since surrounding agencies have adopted the same prohibited hours.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 6, Chapter 7, Article 3, Section 01 is hereby amended to read as follows:

Article 3. Water Conservation Schedule and Prohibitions Revised 7/15

6-7-301 Outdoor landscape watering. Revised 7/15

All users of water within the City limits of the City of Turlock are subject to the following regulations:

(a) Outdoor landscape watering is prohibited between the hours of ~~12:00 p.m.~~9:00 a.m. and ~~6:00~~7:00 p.m.

(b) From March 1st to October 31st addresses which end with an odd number are authorized to water on Sunday, Wednesday, and Friday.

(c) From March 1st to October 31st addresses which end with an even number are authorized to water on Tuesday, Thursday, and Saturday.

(d) No watering is permitted on Monday.

(e) Winter outdoor landscape watering schedule shall be as follows: from November 1st to February 28th outdoor landscape watering is only permitted on Saturday for addresses which end with an even number and Sunday for addresses which end with an odd number.

(1209-CS, Amended, 06/25/2015; 849-CS, Amended, 04/26/1994; 746-CS, Amended, 08/13/1991; 724-CS, Enacted, 03/26/1991)

SECTION 2. AMENDMENT: Title 6, Chapter 7, Article 4, Section 05 is hereby amended to read as follows:

Article 4. Emergency Water Shortage Plan Revised 7/15

6-7-405 Water conservation stages. Revised 7/15

(a) Stage 1. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 1 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering. Outdoor landscape watering shall be limited to three (3) times per week on an odd-even basis. If the address ends in an even number, the water days shall be Tuesdays, Thursdays, and Saturdays. If the address ends in an odd number, the watering days shall be Wednesdays, Fridays, and Sundays. No outdoor landscape watering on Mondays. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of ~~12:00 p.m.~~9:00 a.m. and ~~6:00~~7:00 p.m.

(3) Large commercial landscapes and City parks may have individual watering schedules approved by the Municipal Services Department.

(4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by TMC 6-7-302(d).

(b) Stage 2. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 2 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering. Outdoor landscape watering shall be limited to two (2) times per week. If the address ends in an even number, the watering days shall be Tuesday and Saturday. If the address ends in an odd number, the watering days shall be Wednesday and Sunday. No outdoor landscape watering on Monday, Thursday, and Friday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of ~~6:00~~9:00 a.m. and ~~9:00~~7:00 p.m. ~~on weekdays and between the hours of 12:00 p.m. and 12:00 a.m. on weekends.~~

(3) Large commercial landscapes and City parks shall also be limited to two (2) days per week, as scheduled by the Municipal Services Department.

(4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by TMC 6-7-302(d).

(5) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

(c) Stage 3. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 3 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering shall be limited to one (1) day per week. If the address ends in an even number, the watering day shall be Saturday. If the address ends in an odd number, the watering day shall be Sunday. No outdoor landscape watering Monday through Friday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of ~~12:00 p.m.~~9:00 a.m. and ~~12:00 a.m.~~7:00 p.m.

(3) Large commercial landscaping and City parks shall be limited to one (1) day per week, as scheduled by the Municipal Services Department.

(4) Filling newly constructed or drained swimming pools with City water shall be prohibited.

(5) Construction water from City fire hydrants shall be banned but treated effluent water from the City of Turlock's Regional Water Quality Control Facility may be made available for construction water purposes.

(6) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

(7) Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in immediate interest of the public health, safety, and welfare shall be prohibited.

(d) Stage 4. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 4 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering shall be prohibited. This includes multi-purpose commercial landscapes and City parks and median strips, and drip irrigation.

(2) Industry and commercial businesses shall be required to curtail consumption in order to maintain adequate supplies of water for health and safety.

(3) If there is total well failure, disaster relief from outside the City of Turlock shall be required.

(1209-CS, Amended, 06/25/2015; 785-CS, Amended, 06/23/1992; 782-CS, Amended, 06/09/1992; 778-CS, Enacted, 04/28/1992)

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 5th day of April, 2016, by the following vote:

AYES: Councilmembers
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

8A

City Council Synopsis
March 22, 2016

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the post event reports for the Community Events and Activities Grants funding

2. DISCUSSION OF ISSUE:

Grant funding for the Community Events & Activities Program was budgeted at $46,000 for fiscal year 2015/16. The grant funding is derived from the transient occupancy tax that hotel guests pay when they stay in Turlock. As part of the grant funding requirements each organization is required to submit a post event report that includes invoices for expenses related to their funding. For this quarter, we have 3 events from the 2015/16 funding cycle whose events have taken place and have turned in their post event reports completed and on time. The American Cowboys Team Roping Association, Assyrian Festival and Festival of Lights each used the Community Events and Activities Grants funding to offset marketing costs for their respective events. Copies of the post event reports are attached as "Exhibit A".

Event	Funding Award	Funds Expended
ACTRA California Chapter Team Roping Championships 9/17-20/15	$5,000	12 full page ads in Ropers Sporting News
Festival of Lights 11/27/15	$5,000	Advertising split between Turlock Journal / KAT Country 103
Assyrian Festival 8/29-30/15	$5,000	Advertising split between KAT County 103 / Khop @ 95.1
Total Funding Requests	$15,000	
Total Funding Expenditures	$15,000	

3. BASIS FOR RECOMMENDATION:

Policy Goal #5: *Economic Development*

General Principles:
5. Promote and support tourism

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose not to approve the individual post events reports or require more information.

Exhibit A

City of Turlock October 30, 2015

Re: Post Event Report

2) see September 2015 financial report

3) The California ACTRA Finals continues to be a success. For the first time every we had a record number of teams in some events.
Like most everything the cost to produce this event continues to rise. In order for us to keep the Finals affordable for members to participate we need to cut costs and look for savings wherever possible.
We want to Thanks the City of Turlock for helping make this possible

Sincerely
Mike Sweeney
California Chapter Secretary

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT: CALIFORNIA ACTRA Finals **EVENT DATE:** 9-17 Thru 9-20-15

AMOUNT OF GRANT AWARD: 5,000

Actual Economic Impact

Total Attendance:	1800
Admission/Gate fee?	$ -0-
Number of Out-of-Town Attendees:	1200
(50 miles away or farther)	
Number of Rooms Booked:	information not available
Number of Nights Booked:	information not available
Direct Economic Impact:	
(Based on $70/person/day visitor)	$ 42,000 3 700 x 600
Direct Economic Impact:	
(Based on $150/person/overnight visitor)	$ 180,000 $150 x 1200
Total Event Budget: (Please attach copy)	$

1) How did you measure the above statistics?

Based on members participating at Event

(Please provide any available documentation to support these statistics.

2) Please attach any related expenditure records related to the awarded grant funds. (receipts, invoices, etc)

All information in September 2015 Financial Report. included

3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

see Attached comments

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.

Dick Swaney 10-30-15

Signature of Organization Representative Date

California ACTRA 2015 Year-End Awards Program

ACTRA
Sponsored by WRANGLER

Do you know where you are in year-end point standings?

Are you close to placing or winning an award?

Do you know each Division in each Region gives awards to 5th place??

DO THE MATH!!
6 Regions X
6 Categories X
5 Awards =
180 Awards!!

On Friday Night, Sept. 18, in Turlock, you could win one of the following at the Year-End Banquet!!

- 36 CACTUS SADDLES
- 36 CUSTOM SKYLINE TROPHY BUCKLES
- 36 CACTUS BREAST COLLARS
- 36 PROFESSIONAL'S CHOICE TROPHY SPURS
- 36 CACTUS TROPHY HALTERS

With a lot of ropings left, you could become a part of the year-end celebration!

CUT-OFF DATE FOR POINTS: SEPTEMBER 7th

Note: Arena Operators only get half of the points won in their own arena. These point totals have not been calculated yet.

California Chapter Finals: Sept. 17th-20th.....Turlock, CA

NorCal Qualifier: Sept. 12th-13th.....Corning, CA

Wrangler
Professional's Choice
• Earl Hall Ag Enterprises
Cactus Ropes
Skyline
Weaver
Ride the Brand
Fast Back
MY Chevrolet
Custom Trucks, Trailers & Beds
Turlock Chamber of Commerce
Cactus Saddlery
• Parma Arena Equipment
• Doug Crowder Memorial
• Ropers Sports News
Rabobank

ROPERS SPORTS NEWS

24060 N. Ray Road, Lodi, CA 95242 • (209) 333-2924 • www.RopersSportsNews.com

California ACTRA Advertising, JAN.-DEC. 2015

ID#	Src	Date	Memo	Account	Debit	Credit
California ACTRA			*None		Customer	
00032217	SJ	12/31/14	Jan, full page ad, page 25	1-1200	$544.40	
CR027581	CR	1/5/15	Ck 1194; California ACTRA	1-1200		$42.64
CR027581	CR	1/5/15	Ck 1194; California ACTRA	1-1200		$544.40
CR027581	CR	1/5/15	Ck 1194; California ACTRA	1-1200		$54.00
CR027581	CR	1/5/15	Ck 1194; California ACTRA	1-1200		$18.00
CR027581	CR	1/5/15	Ck 1194; California ACTRA	1-1200		$6.96
CR027581	CR	1/5/15	Ck 1194; California ACTRA	1-1200		$0.30
CR027517	CR	1/8/15	Ck 1194; California ACTRA	1-1200		$216.00
CR027517	CR	1/8/15	Ck 1194; California ACTRA	1-1200		$36.00
CR027517	CR	1/8/15	Ck 1194; California ACTRA	1-1200		$72.00
CR027517	CR	1/8/15	Ck 1194; California ACTRA	1-1200		$342.36
00032263	SJ	2/3/15	Feb., full page ad with spot col	1-1200	$544.40	
CR027630	CR	2/17/15	Ck 1205; California ACTRA	1-1200		$537.44
CR027630	CR	2/17/15	Ck 1205; California ACTRA	1-1200		$24.60
00032399	SJ	2/26/15	March, Full page ad, page 24	1-1200	$544.40	
00032407	SJ	2/26/15	March, full color 2/3 page ad, p	1-1200	$425.00	
00032443	SJ	3/3/15	Subscriptions for Chuck Arnold,	1-1200	$54.00	
CR027702	CR	3/9/15	Ck 1271; California ACTRA	1-1200		$519.80
CR027702	CR	3/9/15	Ck 1271; California ACTRA	1-1200		$407.36
00032446	SJ	3/19/15	Subscriptions for Ross Berlin a	1-1200	$36.00	
00032490	SJ	4/1/15	April, full color 2/3 page ad, pa	1-1200	$425.00	
00032492	SJ	4/1/15	April, full page ad with spot col	1-1200	$544.40	
00032537	SJ	4/8/15	Frank Roth subscription	1-1200	$18.00	
CR027825	CR	4/18/15	Ck 1284; California ACTRA	1-1200		$137.04
CR027825	CR	4/18/15	Ck 1284; California ACTRA	1-1200		$425.00
CR027825	CR	4/18/15	Ck 1284; California ACTRA	1-1200		$54.00
CR027825	CR	4/18/15	Ck 1284; California ACTRA	1-1200		$36.00
CR027825	CR	4/18/15	Ck 1284; California ACTRA	1-1200		$425.00
CR027825	CR	4/18/15	Ck 1284; California ACTRA	1-1200		$544.40
00032539	SJ	4/27/15	Subscription for Stephanie Ha	1-1200	$36.00	
00032572	SJ	4/30/15	May, full page ad with spot colo	1-1200	$544.40	
CR027870	CR	5/19/15	Ck 1290; California ACTRA	1-1200		$18.00
CR027870	CR	5/19/15	Ck 1290; California ACTRA	1-1200		$36.00
CR027870	CR	5/19/15	Ck 1290; California ACTRA	1-1200		$544.40
00032666	SJ	6/1/15	June, spot color full page ad, p	1-1200	$544.40	
00032754	SJ	6/30/15	July, full color full page ad, pag	1-1200	$544.40	
CR028000	CR	6/30/15	Ck 1241; California ACTRA	1-1200		$544.40
00032791	SJ	7/21/15	Subscription for Mackay Spyro	1-1200	$36.00	
00032793	SJ	7/28/15	New subscriptions for Levi Ros	1-1200	$90.00	
00032876	SJ	8/3/15	August, full page ad with spot c	1-1200	$544.40	
00032874	SJ	8/14/15	Subscriptions for Shane Dunni	1-1200	$36.00	
CR028093	CR	8/27/15	Ck 1252; California ACTRA	1-1200		$544.40
CR028093	CR	8/27/15	Ck 1252; California ACTRA	1-1200		$36.00
CR028093	CR	8/27/15	Ck 1252; California ACTRA	1-1200		$90.00
CR028093	CR	8/27/15	Ck 1252; California ACTRA	1-1200		$544.40
00032901	SJ	9/3/15	Sept.,full page ad, page 21	1-1200	$544.40	
00032938	SJ	9/29/15	John Moitozo, Mitch Jacobs, Br	1-1200	$342.00	
00032959	SJ	10/1/15	Oct., full color full page ad, pag	1-1200	$544.40	
00032985	SJ	10/5/15	Subscriptions for Benjamin Cor	1-1200	$270.00	
00032988	SJ	10/6/15	Subscriptions for Mike Antle, Ja	1-1200	$270.00	
00032990	SJ	10/29/15	Subscriptions for Carl Schoenh	1-1200	$144.00	
00033030	SJ	11/2/15	Nov., full page ad with spot col	1-1200	$544.40	
00033057	SJ	11/30/15	Subscriptions for Keegan Linke	1-1200	$72.00	
00033095	SJ	12/4/15	Dec., full page ad, page 33	1-1200	$544.40	
00033131	SJ	12/7/15	Subscription for Jay Payne	1-1200	$18.00	
00033127	SJ	12/21/15	Subscriptions forJ ames Miller,	1-1200	$126.00	
CR028334	CR	12/21/15	Ck 1237; California ACTRA	1-1200		$36.00
CR028334	CR	12/21/15	Ck 1237; California ACTRA	1-1200		$544.40
CR028334	CR	12/21/15	Ck 1237; California ACTRA	1-1200		$342.00
CR028334	CR	12/21/15	Ck 1237; California ACTRA	1-1200		$544.40
CR028334	CR	12/21/15	Ck 1237; California ACTRA	1-1200		$270.00
CR028334	CR	12/21/15	Ck 1237; California ACTRA	1-1200		$107.70
CR028335	CR	12/21/15	Ck 1240; California ACTRA	1-1200		$162.30
CR028335	CR	12/21/15	Ck 1240; California ACTRA	1-1200		$144.00
CR028335	CR	12/21/15	Ck 1240; California ACTRA	1-1200		$544.40
CR028335	CR	12/21/15	Ck 1240; California ACTRA	1-1200		$72.00
CR028335	CR	12/21/15	Ck 1240; California ACTRA	1-1200		$544.10
00033128	SJ	12/30/15	Subscriptions for Ralph Kelley,	1-1200	$36.00	

ROPERS SPORTS NEWS
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California ACTRA Advertising, JAN.-DEC. 2015

ID#	Src	Date	Memo	Account	Debit	Credit
California ACTRA				*None	Customer	
					$8,966.80	$10,112.20

Information for City of Turlock Only

ACTRA California Chapter
Income Statement
For the Eleven Months Ending September 30, 2015

	PTD Current	Current YTD	02 PTD Last Year	Last Year YTD	YTD $ Variance	Budget Current	Budget YTD	Variance To Budget	Percent of
Membership Income									
Regular Membership	$ 4,225.00	$ 140,205.00	$ 500.00	$ 144,085.00	(3,880.00)	$ 500.00	$ 144,085.00	(3,880.00)	97.31
Affiliate Member	0.00	380.00	0.00	350.00	30.00	0.00	350.00	30.00	108.57
New Double Numbers	190.00	3,135.00	0.00	2,755.00	380.00	0.00	2,755.00	380.00	113.79
Dual Member Income	0.00	280.00	0.00	455.00	(175.00)	0.00	455.00	(175.00)	61.54
Membership Income	4,415.00	144,000.00	500.00	147,645.00	(3,645.00)	500.00	147,645.00	(3,645.00)	97.53
Cost Of Memberships									
National New Double Num.	100.00	1,650.00	0.00	1,450.00	200.00	0.00	1,450.00	200.00	113.79
National Dual Member Expe	0.00	80.00	0.00	130.00	(50.00)	0.00	130.00	(50.00)	61.54
National Membership Expen	2,600.00	86,280.00	0.00	88,360.00	(2,080.00)	0.00	88,360.00	(2,080.00)	97.65
Affilliate Member	0.00	190.00	0.00	175.00	15.00	0.00	175.00	15.00	108.57
Cost Of Memberships	2,700.00	88,200.00	0.00	90,115.00	(1,915.00)	0.00	90,115.00	(1,915.00)	97.87
Net Membership Income	1,715.00	55,800.00	500.00	57,530.00	(1,730.00)	500.00	57,530.00	(1,730.00)	96.99
Other Income									
Arena Membership Fees	0.00	4,950.00	0.00	7,022.00	(2,072.00)	0.00	7,022.00	(2,072.00)	70.49
Team Contribution	8,446.00	63,991.00	357.00	64,654.00	(663.00)	357.00	64,654.00	(663.00)	98.97
Sponsorship Income General	14,389.89	14,389.89	7,041.68	12,196.68	2,193.21	7,041.68	12,196.68	2,193.21	117.98
Nationals Income	0.00	0.00	0.00	260.00	(260.00)	0.00	260.00	(260.00)	0.00
Portable Stall Rental	0.00	1,000.00	0.00	1,500.00	(500.00)	0.00	1,500.00	(500.00)	66.67
Total Other Income	22,835.89	84,330.89	7,398.68	85,632.68	(1,301.79)	7,398.68	85,632.68	(1,301.79)	98.48
Other Expenses									
National Arena Memberships	0.00	4,000.00	0.00	5,600.00	(1,600.00)	0.00	5,600.00	(1,600.00)	71.43
Arena Insurance Add Insured	0.00	0.00	0.00	519.50	(519.50)	0.00	519.50	(519.50)	0.00
Year End Awards	58,870.00	58,870.00	27,440.00	54,880.00	3,990.00	0.00	54,880.00	3,990.00	107.27
Kids Roping Expense	637.00	637.00	0.00	0.00	637.00	0.00	0.00	637.00	0.00
Scholarship Expense	2,220.00	2,220.00	0.00	2,170.00	50.00	0.00	2,170.00	50.00	102.30
Total Other Expenses	61,727.00	65,727.00	27,440.00	63,169.50	2,557.50	0.00	63,169.50	2,557.50	104.05
Net Other Income	(38,891.11)	18,603.89	(20,041.32)	22,463.18	(3,859.29)	7,398.68	22,463.18	(3,859.29)	82.82
Finals Income									

ACTRA California Chapter
Income Statement
For the Eleven Months Ending September 30, 2015

	PTD Current	Current YTD	02 PTD Last Year	Last Year YTD	YTD $ Variance	Budget Current	Budget YTD	Variance To Budget	Percent of
State Finals Income	77,479.00	77,479.00	74,866.00	74,866.00	2,613.00	74,866.00	74,866.00	2,613.00	103.49
Stall & Facilities Income	16,599.00	16,599.00	13,914.00	13,914.00	2,685.00	13,914.00	13,914.00	2,685.00	119.30
Vendor Income	400.00	400.00	300.00	300.00	100.00	300.00	300.00	100.00	133.33
Finals Misc. Income	0.00	0.00	1,340.00	1,340.00	(1,340.00)	1,340.00	1,340.00	(1,340.00)	0.00
Finals Income North	17,430.00	17,430.00	20,609.00	20,609.00	(3,179.00)	20,609.00	20,609.00	(3,179.00)	84.57
Finals Stall Income -North	1,668.00	1,668.00	1,875.00	1,875.00	(207.00)	1,875.00	1,875.00	(207.00)	88.96
Total Finals Income	113,576.00	113,576.00	112,904.00	112,904.00	672.00	112,904.00	112,904.00	672.00	100.60
State Finals Expenses									
Finals Cattle	36,764.00	36,764.00	35,377.50	35,377.50	1,386.50	35,377.50	35,377.50	1,386.50	103.92
Finals Office & Flaggers	9,779.90	9,779.90	10,100.00	10,100.00	(320.10)	10,100.00	10,100.00	(320.10)	96.83
Finals Chute & Arena	1,150.00	1,150.00	3,000.00	3,488.59	(2,338.59)	3,000.00	3,488.59	(2,338.59)	32.96
Finals Awards	43,696.71	44,757.33	1,290.78	42,478.28	2,279.05	1,290.78	42,478.28	2,279.05	105.37
Finals Printing	0.00	0.00	179.60	179.60	(179.60)	179.60	179.60	(179.60)	0.00
Finals Office Supplies	387.10	387.10	251.00	251.00	136.10	251.00	251.00	136.10	154.22
Facilities Expense	17,750.00	17,750.00	24,750.00	25,070.31	(7,320.31)	24,750.00	25,070.31	(7,320.31)	70.80
Finals Misc. Expense	980.22	980.22	3,144.00	3,344.00	(2,363.78)	3,144.00	3,344.00	(2,363.78)	29.31
~~Finals Cattle -North~~	~~8,230.00~~	8,230.00	9,656.00	9,656.00	(1,426.00)	9,656.00	9,656.00	(1,426.00)	85.23
~~Finals Office/Flaggers-North~~	~~2,400.00~~	2,400.00	2,950.00	2,950.00	(550.00)	2,950.00	2,950.00	(550.00)	81.36
~~Finals Awards-North~~	~~9,137.50~~	9,137.50	3,137.50	9,137.50	0.00	3,137.50	9,137.50	0.00	100.00
~~Finals Rooms-North~~	~~0.00~~	0.00	352.72	352.72	(352.72)	352.72	352.72	(352.72)	0.00
~~Facilities -North~~	~~3,475.50~~	3,475.50	0.00	0.00	3,475.50	0.00	0.00	3,475.50	0.00
~~Finals Misc -North~~	~~985.00~~	985.00	184.72	184.72	800.28	184.72	184.72	800.28	533.24
Finals Awards-South	0.00	0.00	2,483.25	2,483.25	(2,483.25)	2,483.25	2,483.25	(2,483.25)	0.00
Total Finals Expense	~~134,755.93~~ 113,903.19	135,796.55	96,857.07	145,053.47	(9,256.92)	96,857.07	145,053.47	(9,256.92)	93.62
Net Finals Income	(21,159.93)	(22,220.55)	16,046.93	(32,149.47)	9,928.92	16,046.93	(32,149.47)	9,928.92	69.12
Added Money Income									
Added Money From Arena	7,260.00	64,474.00	480.00	64,089.00	385.00	480.00	64,089.00	385.00	100.60
Total Added Money Income	7,260.00	64,474.00	480.00	64,089.00	385.00	480.00	64,089.00	385.00	100.60
Added Money Expense									
National Added Money Expe	3,630.00	32,237.00	0.00	31,356.00	881.00	0.00	31,356.00	881.00	102.81
Added Money Payout	30,075.00	30,075.00	32,500.00	32,500.00	(2,425.00)	32,500.00	32,500.00	(2,425.00)	92.54
Total Added Expense	33,705.00	62,312.00	32,500.00	63,856.00	(1,544.00)	32,500.00	63,856.00	(1,544.00)	97.58

ACTRA California Chapter
Income Statement
For the Eleven Months Ending September 30, 2015

	PTD Current	Current YTD	02 PTD Last Year	Last Year YTD	YTD $ Variance	Budget Current	Budget YTD	Variance To Budget	Percent of
Net Added Money	(26,445.00)	2,162.00	(32,020.00)	233.00	1,929.00	(32,020.00)	233.00	1,929.00	927.90
General & Administrative									
State Secretary Member Expe	2,500.00	27,500.00	2,500.00	27,500.00	0.00	2,500.00	27,500.00	0.00	100.00
Bank Service Charges	0.00	30.00	0.00	10.00	20.00	0.00	10.00	20.00	300.00
Office Expense	370.00	1,164.00	189.42	3,448.53	(2,284.53)	189.42	3,448.53	(2,284.53)	33.75
Phone Expense	56.96	2,092.24	28.00	1,427.93	664.31	28.00	1,427.93	664.31	146.52
Directors Expense	0.00	350.00	0.00	(500.00)	850.00	0.00	(500.00)	850.00	(70.00)
Contributions	1,500.00	2,750.00	0.00	250.00	2,500.00	0.00	250.00	2,500.00	1,100.0
Depreciation Expense	561.02	4,249.09	347.45	3,821.95	427.14	347.45	3,821.95	427.14	111.18
Miscellaneous Expense	492.22	975.09	78.35	450.01	525.08	78.35	450.01	525.08	216.68
Meals and Entertainment	0.00	116.96	82.84	142.78	(25.82)	82.84	142.78	(25.82)	81.92
Legal & Accounting	0.00	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00	0.00	100.00
Advertising	922.40	6,715.04	0.00	5,797.80	917.24	0.00	5,797.80	917.24	115.82
Postage Expense	1,193.25	1,557.62	11.50	1,627.29	(69.67)	11.50	1,627.29	(69.67)	95.72
Taxes / License Other	0.00	20.00	0.00	80.00	(60.00)	0.00	80.00	(60.00)	25.00
Printing Expense	898.48	1,013.27	416.77	1,450.56	(437.29)	416.77	1,450.56	(437.29)	69.85
Total G & A	8,494.33	49,633.31	3,654.33	46,606.85	3,026.46	3,654.33	46,606.85	3,026.46	106.49
Net Income	$ (93,275.37)	$ 4,712.03	$ (39,168.72)	$ 1,469.86	3,242.17	$ (11,728.72)	$ 1,469.86	3,242.17	320.58

ATTN: Eric

DOWNTOWN
TURLOCK

Festival Of Lights
Event Recap

Attendance:

Festival of Lights 2016 had an estimate of 8000-10,000 people in attendance. A sampling of 20 different groups of people was taken throughout the evening. Approximately 20% of those interviewed were not local to Turlock. I spoke with event goers from Spokane, Wa, Humboldt County, Merced, Ca, Chico, Ca, and San Luis Obispo, Ca. I would approximate 1600-2000 people who possibly stayed in Hotels that evening.

Activities:

All activities were FREE to the public this year, made possible through sponsorships. Activities included: Horse and Carriage rides, 2 photo booths, cookie decorating, Gingerbread House contest and finalist viewing, Kid Zone, Free Face painting, stage with entertainment.

Photos with Santa were not endorsed by the downtown

Vendors: All Vendors reported a great event with the wish to attend next year. No vendor complaints were recorded.

Community Stage: consisted of a rotation of free entertainment provided by non profit organizations and was sponsored by Torre Reich.

Volunteer groups: were as follows:

Fraternities from CSUS
Paramount Court
Pitman High Football
Tourlock Journal

Security: provided by Liberty Security.

Concerns from the city were voiced at a Festival of Lights De Brief. Concerns have been noted and will go on our check list.

Thank You,

Gina Loretelli
Director, Downtown Turlock

CVB

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT: Festival of Lights **EVENT DATE:** 11/27/15

AMOUNT OF GRANT AWARD: 5000

Actual Economic Impact

Total Attendance:	10,000
Admission/Gate fee?	$
Number of Out-of-Town Attendees:	2,000
(50 miles away or farther)	
Number of Rooms Booked:	1000
Number of Nights Booked:	2
Direct Economic Impact:	
(Based on $70/person/day visitor)	$ 140,000
Direct Economic Impact:	
(Based on $150/person/overnight visitor)	$ 300,000
Total Event Budget: (Please attach copy)	$

1) How did you measure the above statistics?

Personal interview

(Please provide any available documentation to support these statistics.

2) Please attach any related expenditure records related to the awarded grant funds. (receipts, invoices, etc)

—

3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.

Signature of Organization Representative — Date: 1-27-15

Please detach top portion and return with your payment. INVOICE

Turlock Journal

TURLOCK DOWNTOWN PROPERTY OWNERS ASSOCIATION

Invoice No. 133337 11/30/2015

Item Dates	Order No.	Description	No. of Runs	Ad Size	SubTotal	Sales Tax	Amount
11/25/2015 - 11/25/2015	55568	Inserts: Design, print, tri-folds, posters, inserts for Christmas parade and Festival of Lights	1				$4,100.00
						Sub Total:	$4,100.00
					Total Transactions: 1	Total:	$4,100.00

SUMMARY Advertiser No. 5347 Invoice No. 133337 Invoice Amount $4,100.00

Please return this Portion with your Remittance
Make checks payable to: Turlock Journal, 138 S. Center Street Turlock, CA 95380

OUR TERMS ARE NET 30 DAYS.

Thank you for advertising with us.

12/23 Gina will talk to Taylor re: getting a discount for dissatisfaction

TURLOCK DOWNTOWN / PROPERTY OWNERS ASSOCIATION 3981

Turlock Journal 12/23/2015

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/30/2015	Bill		4,100.00	4,100.00		2,050.00
					Check Amount	2,050.00

F&M - Checking 12102508-000 2,050.00

LMP100 M/P CHECK

5[illegible]

CUMULUS MODESTO

INVOICE

PAY THIS AMOUNT: $2,000.00

Remit To: 3656 Momentum Place
Chicago, IL 60689-5336
Station: Cumulus - Modesto - KATM-FM
Phone#: 209-507-8500

Bill To: **Turlock Downtown Property Owners Assoc.**
PO Box 1327

Turlock, CA 95381

Invoice #: 1690031
Invoice Date: 11/29/15
Order #: 48392

Acct Exec: Mark McLean
Advt#1578
Estimate #: Festival of Lights 2015
Terms: Due on Receipt
Description:

Day	Date	Time	Len	Line #		Cl	Product
Mon	11/23/15	9:45AM	30	760795		B	Festival of Lights
Mon	11/23/15	10:46AM	30	760795		B	Festival of Lights
Mon	11/23/15	11:46AM	30	760795		B	Festival of Lights
Mon	11/23/15	1:29PM	30	760795		B	Festival of Lights
Tue	11/24/15	8:46AM	30	760795		B	Festival of Lights
Tue	11/24/15	11:47AM	30	760795		B	Festival of Lights
Tue	11/24/15	4:43PM	30	760795		B	Festival of Lights
Tue	11/24/15	7:15PM	30	760795		B	Festival of Lights
Wed	11/25/15	11:28AM	30	760795		B	Festival of Lights
Wed	11/25/15	12:46PM	30	760795		B	Festival of Lights
Wed	11/25/15	2:46PM	30	760795		B	Festival of Lights
Wed	11/25/15	5:27PM	30	760795		B	Festival of Lights
Thu	11/26/15	10:26AM	30	760795		B	Festival of Lights
Thu	11/26/15	11:44AM	30	760795		B	Festival of Lights
Thu	11/26/15	4:46PM	30	760795		B	Festival of Lights
Thu	11/26/15	6:28PM	30	760795		B	Festival of Lights
Fri	11/27/15	9:29AM	30	760796		B	Festival of Lights
Fri	11/27/15	10:30AM	30	760796		B	Festival of Lights
Fri	11/27/15	2:29PM	30	760796		B	Festival of Lights
Fri	11/27/15	3:46PM	30	760796		B	Festival of Lights

Amount Due **$2,000.00**

Total Spots 20

Terms: Due on Receipt

Paid by D.T

CUMULUS
MODESTO

INVOICE

PAY THIS AMOUNT: $600.00

Remit To: 3656 Momentum Place
Chicago, IL 60689-5336
Station: Cumulus - Modesto - KHOP-FM
Phone#: 209-507-8500

Bill To: **Turlock Downtown Property Owners Assoc.**
PO Box 1327

Turlock, CA 95381

Invoice #: 1690185
Invoice Date: 11/29/15
Order #: 48564

Acct Exec: Mark McLean
Advt#1578
Estimate #: Festival of Lights 2015
Terms: Due on Receipt
Description:

Day	Date	Time	Len	Line #		Cl	Product
Tue	11/24/15	12:16PM	30	764811		B	Festival of Lights
Tue	11/24/15	1:45PM	30	764811		B	Festival of Lights
Tue	11/24/15	3:47PM	30	764811		B	Festival of Lights
Wed	11/25/15	9:09AM	30	764811		B	Festival of Lights
Wed	11/25/15	4:17PM	30	764811		B	Festival of Lights
Wed	11/25/15	7:41PM	30	764811		B	Festival of Lights
Thu	11/26/15	5:15AM	30	764811		B	Festival of Lights
Thu	11/26/15	5:45AM	30	764811		B	Festival of Lights
Thu	11/26/15	7:28PM	30	764811		B	Festival of Lights
Fri	11/27/15	5:15AM	30	764812		B	Festival of Lights
Fri	11/27/15	9:18AM	30	764812		B	Festival of Lights
Fri	11/27/15	12:17PM	30	764812		B	Festival of Lights

Amount Due **$600.00**

Total Spots 12

Terms: Due on Receipt

Paid by DT

Turlock Downtown Property Owners' Association
Transaction Detail By Account
July 2015 through January 2016

Type	Date	Name	Memo	Debit	Credit	Balance
42000 · Fees From Events						
Deposit	09/25/2015	City of Turlock	community events grant - Festival of L...		5,000.00	5,000.00
Deposit	10/28/2015	Jeanne Lane	craft vendor - festival & parade		150.00	5,150.00
Deposit	10/28/2015	Hilmar Cheese Co.	Festival of Lights donation		1,000.00	6,150.00
Deposit	10/28/2015	Jaureguy's Paint & D...	Festival of Lights donation		500.00	6,650.00
Deposit	10/28/2015	Katherine Brock	Festival of Lights vendor		75.00	6,725.00
Deposit	11/04/2015	Lewis, Diana	Festival of Lights vendor: Legacy Toffee		75.00	6,800.00
Deposit	11/04/2015	Castro's BBQ Shack	Festival & Christmas parade food ven...		250.00	7,050.00
Deposit	11/04/2015	Christina Halcon	Festival of Lights vendor: Natures Lov...		75.00	7,125.00
Deposit	11/04/2015	Sandi Solano	Festival of Lights vendor: Pink Zebra		75.00	7,200.00
Deposit	11/04/2015	Jana Edgar	Christmas parade vendor: Origami Owl		75.00	7,275.00
Invoice	11/09/2015	City of Turlock AR	1/3 of cost for pod and outdoor speak...		308.67	7,583.67
Invoice	11/09/2015	Turlock Chamber of ...	1/3 of cost for iPod and outdoor speak...		308.67	7,892.34
Deposit	11/13/2015	Dales Johnson Gour...	Festival food vendor & Christmas par...		250.00	8,142.34
Deposit	11/13/2015	Kenneth Vogel	Festival non-profit vendor		45.00	8,187.34
Deposit	11/13/2015	Melissa Harrington	Festival vendor & Christmas parade v...		150.00	8,337.34
Deposit	11/13/2015	2 Simple Sisters	Festival vendor		75.00	8,412.34
Deposit	11/13/2015	Sweet Cheeks Fair ...	Festival food vendor & Christmas par...		250.00	8,662.34
Deposit	11/13/2015	Allen Spears	Festival vendor		75.00	8,737.34
Deposit	11/13/2015	Glen Earl	food vendor		250.00	8,987.34
Deposit	11/13/2015	Alice Valdez	vendor - Fun Time Toys		75.00	9,062.34
Deposit	11/13/2015	Peggy O'Rear	vendor - Hot Designs		75.00	9,137.34
Deposit	11/13/2015	Lechuga, Hector	vendor - Hector's Wholesale		150.00	9,287.34
Deposit	11/13/2015	Sherli Bidkaram	food vendor - Figaro's Pizza		250.00	9,537.34
Deposit	11/13/2015	Dales Johnson Gour...	food vendor		250.00	9,787.34
Deposit	11/13/2015	Maria's Mexican Foo...	food vendor		250.00	10,037.34
Deposit	11/13/2015	Ana Baltazar	nonprofits - Apostolic Youth & Apostol...		90.00	10,127.34
Deposit	11/13/2015	ALL OCCASIONS Ll...	vendor - Rich Sargis		100.00	10,227.34
Deposit	11/13/2015	Nicole Shell	vendor - Paparazzi		75.00	10,302.34
Deposit	11/13/2015	Lancaster Painting	vendor - Jennifer Gonzalez		75.00	10,377.34
Deposit	11/13/2015	United Samaritan's F...	nonprofit vendor		45.00	10,422.34
Deposit	11/20/2015	Emanuel Medical Ce...	sponsor		1,500.00	11,922.34
Deposit	11/23/2015	Jaureguy's Paint and...	Festival of Lights sponsor (Man Pro)		500.00	12,422.34
Deposit	11/25/2015	MOCSE	sponsor		500.00	12,922.34
Deposit	11/25/2015		non-profit vendor		45.00	12,967.34
Deposit	12/04/2015	Alice Valdez	Fun Time Toys		75.00	13,042.34
Deposit	12/04/2015	Alice Valdez	Fun Time Toys		75.00	13,117.34
Deposit	12/04/2015	Alice Valdez	Fun Time Toys		75.00	13,192.34
Deposit	12/04/2015	Karyn Ford	Gypsy Wind		150.00	13,342.34
Deposit	12/04/2015	Robert Myers	Hello Fresco		125.00	13,467.34
Deposit	12/04/2015	Robert Myers	Hello Fresco		125.00	13,592.34
Deposit	12/04/2015	Phyllis Enos	Deposit		75.00	13,667.34
Deposit	12/04/2015	RJ Modesto LLC	Rockin Jump		75.00	13,742.34
Deposit	12/04/2015	Jose Croce	New York Life		75.00	13,817.34
Deposit	12/04/2015	Jose Croce	New York Life		75.00	13,892.34
Deposit	12/04/2015	Kimberly Loewen	M & K Mini Donuts		250.00	14,142.34
Deposit	12/04/2015	Turlock Irrigation Dis...	sponsor		7,000.00	21,142.34
Deposit	12/04/2015	Salvation Army	Festival & parade entry		90.00	21,232.34
Invoice	12/09/2015	City of Turlock AR	Half of All Star Trophies & Banners in...		269.06	21,501.40

Turlock Downtown Property Owners' Association
Transaction Detail By Account
July 2015 through January 2016

Type	Date	Name	Memo	Debit	Credit	Balance
Invoice	12/09/2015	City of Turlock AR	Half of Turlock Journal invoice 133337		2,050.00	23,551.40
Deposit	12/14/2015	Alice Valdez	Deposit		75.00	23,626.40
Deposit	12/14/2015	Arcinio Arauz	Deposit		125.00	23,751.40
Deposit	01/11/2016	Turlock Scavenger ...	Festival sponsor		1,000.00	24,751.40
Deposit	01/18/2016	Reed Realty	sponsor		1,000.00	25,751.40
Total 42000 · Fees From Events				0.00	25,751.40	25,751.40
60000 · Maintenance						
60101 · Maintenance - Special Projects						
Bill	11/08/2015	Alex Placido	install & remove Christmas lights	5,000.00		-5,000.00
Total 60101 · Maintenance - Special Projects				5,000.00	0.00	-5,000.00
Total 60000 · Maintenance				5,000.00	0.00	-5,000.00
61126 · Payroll Expenses						
61127 · Wages						
Paycheck	11/04/2015	Gina M Loretelli	Direct Deposit	112.50		-112.50
Paycheck	11/04/2015	Michelle R Khalar	Direct Deposit	132.00		-244.50
Paycheck	11/17/2015	Michelle R Khalar	Direct Deposit	225.00		-469.50
Paycheck	11/17/2015	Gina M Loretelli	Direct Deposit	162.50		-632.00
Paycheck	12/02/2015	Gina M Loretelli	Direct Deposit	1,737.50		-2,369.50
Paycheck	12/02/2015	Gina M Loretelli	Direct Deposit	187.50		-2,557.00
Paycheck	12/02/2015	Michelle R Khalar	Direct Deposit	324.00		-2,881.00
Paycheck	12/02/2015	Michelle R Khalar	Direct Deposit	252.00		-3,133.00
Paycheck	12/16/2015	Gina M Loretelli	Direct Deposit	325.00		-3,458.00
Paycheck	12/16/2015	Michelle R Khalar	Direct Deposit	276.00		-3,734.00
Paycheck	12/16/2015	Michelle R Khalar	Direct Deposit	108.00		-3,842.00
Total 61127 · Wages				3,842.00	0.00	-3,842.00
61128 · Taxes - Payroll						
Paycheck	11/04/2015	Gina M Loretelli	Direct Deposit	0.00		0.00
Paycheck	11/04/2015	Gina M Loretelli	Direct Deposit	6.98		-6.98
Paycheck	11/04/2015	Gina M Loretelli	Direct Deposit	1.63		-8.61
Paycheck	11/04/2015	Gina M Loretelli	Direct Deposit	0.00		-8.61
Paycheck	11/04/2015	Gina M Loretelli	Direct Deposit	0.00		-8.61
Paycheck	11/04/2015	Michelle R Khalar	Direct Deposit	0.13		-8.74
Paycheck	11/04/2015	Michelle R Khalar	Direct Deposit	8.19		-16.93
Paycheck	11/04/2015	Michelle R Khalar	Direct Deposit	1.91		-18.84
Paycheck	11/04/2015	Michelle R Khalar	Direct Deposit	0.79		-19.63
Paycheck	11/04/2015	Michelle R Khalar	Direct Deposit	4.36		-23.99
Paycheck	11/17/2015	Michelle R Khalar	Direct Deposit	0.23		-24.22
Paycheck	11/17/2015	Michelle R Khalar	Direct Deposit	13.95		-38.17
Paycheck	11/17/2015	Michelle R Khalar	Direct Deposit	3.26		-41.43
Paycheck	11/17/2015	Michelle R Khalar	Direct Deposit	1.35		-42.78
Paycheck	11/17/2015	Michelle R Khalar	Direct Deposit	7.42		-50.20
Paycheck	11/17/2015	Gina M Loretelli	Direct Deposit	0.00		-50.20
Paycheck	11/17/2015	Gina M Loretelli	Direct Deposit	10.07		-60.27

Turlock Downtown Property Owners' Association
Transaction Detail By Account
July 2015 through January 2016

Type	Date	Name	Memo	Debit	Credit	Balance
Paycheck	11/17/2015	Gina M Loretelli	Direct Deposit	2.36		-62.63
Paycheck	11/17/2015	Gina M Loretelli	Direct Deposit	0.00		-62.63
Paycheck	11/17/2015	Gina M Loretelli	Direct Deposit	0.00		-62.63
Paycheck	12/02/2015	Gina M Loretelli	Direct Deposit	0.00		-62.63
Paycheck	12/02/2015	Gina M Loretelli	Direct Deposit	119.35		-181.98
Paycheck	12/02/2015	Gina M Loretelli	Direct Deposit	27.91		-209.89
Paycheck	12/02/2015	Gina M Loretelli	Direct Deposit	0.00		-209.89
Paycheck	12/02/2015	Gina M Loretelli	Direct Deposit	0.00		-209.89
Paycheck	12/02/2015	Michelle R Khalar	Direct Deposit	0.58		-210.47
Paycheck	12/02/2015	Michelle R Khalar	Direct Deposit	35.71		-246.18
Paycheck	12/02/2015	Michelle R Khalar	Direct Deposit	8.35		-254.53
Paycheck	12/02/2015	Michelle R Khalar	Direct Deposit	3.46		-257.99
Paycheck	12/02/2015	Michelle R Khalar	Direct Deposit	19.01		-277.00
Paycheck	12/16/2015	Gina M Loretelli	Direct Deposit	0.00		-277.00
Paycheck	12/16/2015	Gina M Loretelli	Direct Deposit	20.15		-297.15
Paycheck	12/16/2015	Gina M Loretelli	Direct Deposit	4.71		-301.86
Paycheck	12/16/2015	Gina M Loretelli	Direct Deposit	0.00		-301.86
Paycheck	12/16/2015	Gina M Loretelli	Direct Deposit	0.00		-301.86
Paycheck	12/16/2015	Michelle R Khalar	Direct Deposit	0.38		-302.24
Paycheck	12/16/2015	Michelle R Khalar	Direct Deposit	23.81		-326.05
Paycheck	12/16/2015	Michelle R Khalar	Direct Deposit	5.57		-331.62
Paycheck	12/16/2015	Michelle R Khalar	Direct Deposit	2.30		-333.92
Paycheck	12/16/2015	Michelle R Khalar	Direct Deposit	12.67		-346.59
Total 61128 · Taxes - Payroll				346.59	0.00	-346.59
Total 61126 · Payroll Expenses				4,188.59	0.00	-4,188.59
62000 · Promotion						
Bill	10/07/2015	Peppermint Creek C...	Festival of Lights	1,500.00		-1,500.00
Credit Card Charge	11/09/2015	National Tool Wareh...	8 halogen work lights	407.87		-1,907.87
Bill	11/09/2015	Mann Electric, Inc.	offset for new lights by TID sponsorship	7,000.00		-8,907.87
Credit Card Charge	11/10/2015	Oriental Trading Co.		244.13		-9,152.00
Credit Card Charge	11/11/2015	Miguel Sandovar DJ	DJ	400.00		-9,552.00
Credit Card Charge	11/16/2015	Orchard Supply Har...	supplies	36.57		-9,588.57
Credit Card Charge	11/18/2015	Sonya's Face Painting	face painting	223.59		-9,812.16
Credit Card Charge	11/18/2015	The Party Box		400.00		-10,212.16
Credit Card Charge	11/20/2015	Schemper's Ace Har...	hooks	7.75		-10,219.91
Credit Card Charge	11/21/2015	Staples	banners	99.15		-10,319.06
Check	11/23/2015	Cumulus Broadcasti...	advertising	2,600.00		-12,919.06
Check	11/23/2015	The Photo Lounge	photo booth	600.00		-13,519.06
Credit Card Charge	11/25/2015	Grand Events!	tablecloths & awards	69.68		-13,588.74
Credit Card Charge	11/25/2015	Staples	banners	41.44		-13,630.18
Credit Card Charge	11/25/2015	Staples	tape	10.57		-13,640.75
Credit Card Charge	11/25/2015	10 East		79.41		-13,720.16
Bill	11/27/2015	Tweedledeedum Par...	bounce house & generators	430.00		-14,150.16
Credit Card Charge	11/27/2015	Orchard Supply Har...		50.99		-14,201.15
Credit Card Charge	11/27/2015	El Jardin	feed volunteers @ Festival	30.50		-14,231.65
Check	11/30/2015	Kimberly Helm	gingerbread house contest - 1st place	500.00		-14,731.65
Check	11/30/2015	Kyle Kirkes	gingerbread house contest - 2nd place	300.00		-15,031.65

Turlock Downtown Property Owners' Association
Transaction Detail By Account
July 2015 through January 2016

Type	Date	Name	Memo	Debit	Credit	Balance
Check	11/30/2015	Enrique Jimenez	gingerbread house contest - 3rd place	200.00		-15,231.65
Bill	11/30/2015	Turlock Journal	design & print inserts for parade	4,100.00		-19,331.65
Bill	11/30/2015	A & A Portables, Inc	Invoice 1-636044	523.30		-19,854.95
Credit Card Charge	12/01/2015	City of Turlock	permits	90.00		-19,944.95
Check	12/04/2015	City of Turlock	permit fee	76.00		-20,020.95
Check	12/04/2015	Gina Loretelli	Costco - pizza for Festival volunteers	107.09		-20,128.04
Credit Card Charge	12/18/2015	Staples	tree tags	35.46		-20,163.50
Credit Card Charge	12/22/2015	Send Out Cards	Festival thank you cards	161.98		-20,325.48
Bill	12/31/2015	Mann Electric, Inc.	WowLights Productions - strobe lights...	199.99		-20,525.47
Bill	12/31/2015	Mann Electric, Inc.	BlueLine Rental - boom rental	719.00		-21,244.47
Bill	12/31/2015	Mann Electric, Inc.	OSH - mini LED's	34.72		-21,279.19
Bill	12/31/2015	Mann Electric, Inc.	Big Lots - Olaf tree topper	53.81		-21,333.00
Bill	12/31/2015	Mann Electric, Inc.	Home Depot - plugs	29.50		-21,362.50
Bill	12/31/2015	Mann Electric, Inc.	OSH - plugs	25.70		-21,388.20
Bill	12/31/2015	Mann Electric, Inc.	OSH - locks	16.08		-21,404.28
Bill	12/31/2015	Mann Electric, Inc.	Big Lots - red lights	21.48		-21,425.76
Bill	12/31/2015	Mann Electric, Inc.	OSH - cube taps	25.78		-21,451.54
Bill	12/31/2015	Mann Electric, Inc.	OSH - mini LED's and cube taps	113.02		-21,564.56
Bill	12/31/2015	Mann Electric, Inc.	OSH - outdoor trash bags	35.48		-21,600.04
Bill	12/31/2015	Mann Electric, Inc.	Big Lots - exterior cord	32.29		-21,632.33
General Journal	12/31/2015		Adjust for Christmas lights purchased ...	1,474.60		-23,106.93
Total 62000 · Promotion				23,106.93	0.00	-23,106.93
TOTAL				**32,295.52**	**25,751.40**	**-6,544.12**

Post Event Report

Grant recipients must complete a post event/activity report within 60 days of the event/activity date. Failing to return the post event report, including documents/invoices that account for grant expenditures, will require a repayment of all grant funds and result in the organization being ineligible for future grant funding.

NAME OF EVENT:_Assyrian Festival___ EVENT DATE:_August 29-30, 2015__

AMOUNT OF GRANT AWARD: _$5,000__

Actual Economic Impact

Total Attendance:	15,000
Admission/Gate fee?	$ FREE
Number of Out-of-Town Attendees:	3,500
(50 miles away or farther)	
Number of Rooms Booked:	12
Number of Nights Booked:	2 nights
Direct Economic Impact:	
(Based on $70/person/day visitor)	$ 15,000
Direct Economic Impact:	
(Based on $150/person/overnight visitor)	$ 5,000
Total Event Budget: (Please attach copy)	$75,000

1) How did you measure the above statistics?

We sold "Assyrian" cash in exchange for cash; we also booked rooms for our guests out of town;

(Please provide any available documentation to support these statistics.

2) Please attach any related expenditure records related to the awarded grant funds.(receipts, invoices, etc)
Please see attached invoices from the media buys.

3) Please attach a summary of your event including your successes, challenges and how the Parks, Recreation and Public Facilities Department can help with future events/activities. Feel free to include samples of any promotional items or news reports covering your event.

I declare that the above information is true under penalty of perjury of the laws of the State of California. Should any of the above information change after this date, I will notify the City of Turlock.

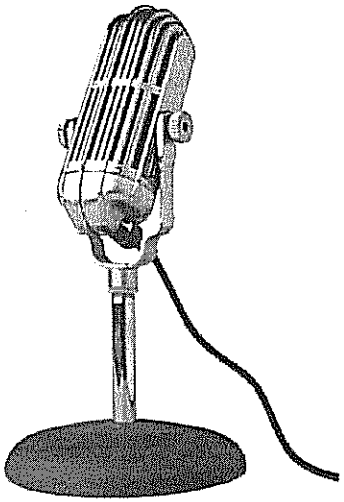
__Adrenna Alkhas_____10/26/2015

KAT Attack Remote Package

Put the power of the 50,000 Watt s of Country Attitude behind your next promotion!!

THE KAT ATTACK REMOTE PACKAGE INCLUDES:

- 20 :60-second commercial announcements, to run prior to your remote (Mon-Sun, 5A-8P, BTA)
- 20 :60-second streaming commercials to air 5a-8p on KATM.com
- 15 :10-second promotional announcements, to run prior to the remote
- 4 :60-second live read announcements (2 per hour for 2 hours)
- 1 week of prime exposure on the Kat Country leaderboard
- Enormous KAT Inflatable with the Kat Van
- "Kat Karnival" which includes prizes, music, banners & lots of fun!



Total Announcements: 60
Your Investment: $3,800*
*Does not include $325 Talent/Engineering Fees, payable prior to your remote

Authorized by *Adrenna Abbas* Date 06/2015

KHOP@95-1 Remote Broadcast

Bring KHOP @ 95-1 to your place of business and put the power of the Central Valley's Hit Music Channel to work for you. This 2-hour live event provides you with the following:

- 25 :60-second commercial announcements to run 5A-12M, equal rotation beginning 5 days prior to the remote.
- 30 :60-second streaming commercials to air 5a-8p on khop.com.
- Featured on the KHOP leaderboard for 2 weeks.
- 15 live promotional announcements, to run 5A-12M, 4 days prior to the remote.
- 4 :60-second live on-location call-ins (*2 per hour for 2 hours*).

KHOP @ 95-1 will also provide the following:

- KHOP @ 95-1 Personality
- KHOP @ 95-1 banners and tent
- Enormous 2-sided KHOP inflatable
- KHOP @ 95-1 prize giveaways
- The KHOP @ 95-1 Vehicle, sound system and entertainment

YOUR INVESTMENT: $2,200.00

*Plus $325 Talent/Engineering Fee

Authorized by Adrenna Alkhas Date 06-2015

Assyrian Festival		
	Item	Proposed Costs
PRINT ADVERTISING:		
Modesto Bee	•100,000 Banner ads modbee.com/mobile •94.50 inches Modesto Bee •(1) B1 strip 6 columns by 2 inches (limit space) •63 inches TMC advertiser choice of zone.	4,000.00
Morris Newspapers	two weeks of ads twice a week (paper only runs Wed. and Saturday. Online ads for all papers ($624 for three weeks)	1,804.00
SOCIAL MEDIA:		0.00
Facebook and Twitter ads		
Facebook - daily status updates - 3x day		0.00
Twitter - Daily "tweets"		0.00
Twitter - KHOP, KAT, HAWK "tweets"		0.00
MOBILE MARKETING:		
KAT, KHOP, HAWK Eblasts (5,000 members for a total of	Daily during the 10-day (except closing day) (Funded on	0.00
RADIO PROMOTIONS		
KAT		3,800.00
KHOP		2,200.00
Sunny 102		3,200.00
RADIO ADVERTISING:		

	See radio contract commercials	
PUBLICITY:		0.00
Press release - weekly publications	July 20- August 28th	0.00
Press release - daily publications, radio, TV, online news sites	July 20- August 28th	0.00
Food		30,000.00
Entertainment	Singer, dancers, workshops	15,000.00
Kids Zone		15,000.00
		0.00
Total		**75,004.00**

City Council Synopsis
March 22, 2016

8B

million acts of kindness

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an amendment to the Tire-derived Product Grant by the Department of Resources Recycling and Recovery (CAL Recycle) to change the scope of work for the Monte Vista median rubber bark project to the Christoffersen median

Resolution: Approving an update to the Council Policy Goals & Implementation Plan Policy Goal #4: Municipal Infrastructure, Action Item: 21 Complete the Monte Vista Avenue median turf replacement

2. DISCUSSION OF ISSUE:

On December 13, 2012, the City Council approved the application, acceptance of an allocation of funds, and approving the City Manager to execute the Grant Agreement with the Department of Resources Recycling and Recovery (CAL Recycle for the Tire-derived Product Grant Program for a period of time up to 5 years. As a result of this agreement, the City of Turlock was awarded $150,000 on April 29, 2015 to purchase rubber bark to replace live turf in the Monte Vista median. This action would support the Governor's Executive Order prohibiting the watering of live turf medians.

As a result of the prohibition, watering was limited only to the trees along the Monte Vista and Christoffersen medians, resulting in a 90% reduction in water use for these medians. The heat of the summer proved particularly harsh on the Christoffersen median due to the younger trees and lack of shade, while Monte Vista displayed a much more mild effect due to the shade of the established trees. Unfortunately, the blight caused by the dead turf along Christoffersen created much concern amongst residents and staff because it did not reflect the high standard of care typically provided by the City. To mitigate this issue, staff recommends amending the Tire-derived Product Grant scope of work and reprioritize the rubber bark originally intended for the Monte Vista median to the Christoffersen median. The Monte Vista median would then be replaced with the rubber bark at a later date. Staff have reached out to CAL Recycling regarding

the change in scope and were notified the request would be allowed under the grant guidelines.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: *Municipal Infrastructure*

General Principles:
7. Maintain a focus on water conservation and drought tolerant planting.

Action Item:
21. Complete the Monte Vista avenue median turf replacement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

This action does not require any amendments to the current budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could reject staff's recommendation and continue with the Monte Vista turf replacement and wait for future funding opportunities to replace the turf on Christoffersen.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN AMENDMENT TO THE TIRE-DERIVED PRODUCT GRANT BY THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CAL RECYCLE) TO CHANGE THE SCOPE OF WORK FOR THE MONTE VISTA MEDIAN RUBBER BARK PROJECT TO THE CHRISTOFFERSEN MEDIAN	**RESOLUTION NO. 2016-**

WHEREAS, on December 13, 2012, the City Council approved the application, acceptance of an allocation of funds, and approving the City Manager to execute the Grant Agreement with the Department of Resources Recycling and Recovery (CAL Recycle for the Tire-derived Product Grant Program for a period of time up to 5 years; and

WHEREAS, as a result of this agreement, the City of Turlock was awarded $150,000 on April 29, 2015 to purchase rubber bark to replace the live turf on the Monte Vista median; and

WHEREAS, staff recommends amending the Tire-derived Product Grant scope of work to use the rubber bark for the larger Christoffersen median; and

WHEREAS, in April 2015 the Governor issued an Executive Order mandating substantial water reductions across our state, and the prohibition of watering live turf medians; and

WHEREAS since the executive order staff have installed a drip irrigation system to provide water only to the trees and have been able to reduce water use by more than 90%; and

WHEREAS, by applying the rubber bark it will eliminate the blight caused by the dead turf along Christoffersen; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the amendment to the Tire-Derived Product Grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN UPDATE TO THE COUNCIL POLICY GOALS AND IMPLEMENTATION PLAN POLICY GOAL #4: MUNICIPAL INFRASTRUCTURE, ACTION ITEM 21: COMPLETE THE MONTE VISTA AVENUE MEDIAN TURF REPLACEMENT	**RESOLUTION NO. 2016-**

WHEREAS, on December 13, 2012, the City Council approved the application, acceptance of an allocation of funds, and approving the City Manager to execute the Grant Agreement with the Department of Resources Recycling and Recovery (CAL Recycle for the Tire-derived Product Grant Program for a period of time up to 5 years; and

WHEREAS, as a result of this agreement, the City of Turlock was awarded $150,000 on April 29, 2015 to purchase rubber bark to replace live turf on the Monte Vista median; and

WHEREAS, staff recommends amending the Tire-derived Product Grant scope of work and use the rubber bark for the larger Christoffersen median; and

WHEREAS, by applying the rubber bark it will eliminate the blight caused by the dead turf; and

WHEREAS, on September 22, 2015 the Mayor and Council adopted the "Policy Goals and Implementation Plan" outlining the goals for 2015 through 2019; and

WHEREAS, staff is recommending the Christoffersen median be added and reprioritized above the Monte Vista median; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the update to the Council Policy Goals and Implementation Plan Policy Goal #4: Municipal Infrastructure, Action Item: 21 Complete the Monte Vista Avenue median turf replacement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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 Council Synopsis
March 22, 2016

8C

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," is exempt from the provisions of CEQA in accordance with Section 15303

Motion: Awarding bid and approving an agreement in the amount of $260,539.70 (Fund 255) with George Reed Inc., of Modesto, California, for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements"

Resolution: Appropriating $351,000 to account number 217-50-511.51270 "Construction Project" to be funded from unappropriated Gas Tax Section 2103 Reserves and transfers from Fund 255 "CDBG," for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On March 3, 2016, five bids were received for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements." George Reed Inc., of Modesto, California, was the lowest responsible bidder with a bid in the amount of $260,539.70.

Bid Summary:

COMPANY NAME	BID AMOUNT
George Reed, Inc.	$260,539.70
Taylor Backhoe	$266.511.00
Rolfe Construction	$269,298.00
Ross F. Carroll	$272,328.00
Sinclair General Engineering	$283,204.65

The Southwest Quadrant of Turlock contains areas that have no curb, gutter, or sidewalk. These areas experience surface flooding resulting in unsafe pathways for pedestrians. This project will install curb, gutter, sidewalk, catch basins and storm drain pipeline, and reconstruct a portion of road on Bernell Avenue between South Orange Street and Lander Avenue. This project will provide a safe path of travel for pedestrians and alleviate roadway flooding.

3. BASIS FOR RECOMMENDATION:

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

B) Project will install a safe path of travel for pedestrians as well as alleviate roadway flooding.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: *Municipal Infrastructure*

General Principles:
8. Ensure the safety and accessibility of the public sidewalk system.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$351,000.00	$260,539.70	$26,055.35	$26,055.35	$38,349.61

The FY 2015-16 budget appropriated $150,000 to fund a project installing curb, gutter, sidewalks and drainage infrastructure in the same census tract as the proposed project. During the preliminary engineering phase of the project, it was determined that the project currently before Council was the right project to construct – although it is more extensive than the initial project.

Since this project installs sidewalk and frontage improvements that connect residential and commercial properties, non-HUD funding needed to be identified for the commercial frontage portion of the project. HUD monies can only be used for residential property improvements. Staff is currently requesting the appropriation of $351,000 to account number 217-50-511.51270 "Gas Tax Section 2103 – Construction Project" to account for 100% of the project costs. The costs are proposed to be funded using $311,000 of CDBG – HUD monies for the residential portion and $40,000 of Gas Tax Section 2103 monies for the commercial portion. In the attached Resolution, Staff is requesting the transfer of CDBG funds to Fund 217 "Gas Tax" to properly account for the project's funding.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project utilizes federal funds (HUD) and must comply with the National Environmental Policy Act of 1969 (NEPA). The City of Turlock has determined that the project will have no significant impact on the human environment; therefor an Environmental Impact Statement under the NEPA is not required.

This project consists of the new construction of streets, sidewalks, gutters and pedestrian trails that are minor in nature. In accordance with Section 15303 of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject all bids submitted for this project. Staff does not recommend this alternative because the funds are specifically for this purpose and cannot be used for different types of projects.

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-75
Southwest Quadrant CDBG Frontage Improvements

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

George Reed, Inc.
140 Empire Ave
Modesto, CA 95354

hereinafter called "Contractor" on this 22nd day of March, 2016 (hereinafter called the "Agreement").

RECITALS

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

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

C On March 22, 2016, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Removing existing facilities, installing curb, gutter, sidewalk, driveway and alley approaches, and access ramps, installing aggregate base, hot mix asphalt, and striping, installing a storm drain manhole, storm drain pipe, and catch basins, installing a fire hydrant and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete

and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. **THE CONTRACT:**

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

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

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

3. **SCHEDULE:**

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

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

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements ."**

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

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Two Hundred Sixty Thousand Five Hundred Thirty Nine and 70/100ths Dollars ($260,539.70).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

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

7. **RIGHTS OF CITY TO INCREASE WORKING DAYS:**

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

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**

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

9. **LIQUIDATED DAMAGES:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **One thousand fifty** and no/100ths Dollars **($1050.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **PERFORMANCE BY SURETIES:**

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

11. **DISPUTES PERTAINING TO PAYMENT FOR WORK:**

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

12. PERMITS, COMPLIANCE WITH LAW:

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

13. SUPERINTENDENCE BY CONTRACTOR:

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

14. INSPECTION BY CITY:

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

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

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

16. CHANGE OF CONTRACT PRICE:

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

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

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

(c) If the change order is not determined as described above in either 16 (a) or 16 (b),

the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

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

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

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

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

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

Labor

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

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

4. Employer payment to supervisors, if authorized

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

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

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work

other than work paid by force account, the transportation cost is included in the other work.

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

The Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company

4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25

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

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

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

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

Non-Owner-Operated Dump Truck Rental

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

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

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the

Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. CHANGE OF CONTRACT TIME:

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

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

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

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

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

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

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

18. INSPECTION AND TESTING OF MATERIALS:

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

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

19. PERMITS AND CARE OF THE WORK:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and

limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

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

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

22. CONTRACT SECURITY:

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

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

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

24. **CONTRACTOR'S INSURANCE:**

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

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

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

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

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

(4) Surety bonds as described below.

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

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

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

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

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

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

25. PROOF OF CARRIAGE OF INSURANCE:

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

26. WAGES & HOURS OF EMPLOYMENT:

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

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars ($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any

workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

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

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

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

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

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

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

If this agreement is not canceled, and the inability of Contractor to perform continues

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

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. PROVISIONS CUMULATIVE:

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

29. TAXES:

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

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

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

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

30. NOTICES:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. CITY CONTRACT ADMINISTRATOR:

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

Randall E. Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: rjones@turlock.ca.us

32. INTERPRETATION:

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

33. ANTITRUST CLAIMS:

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

34. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 25 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

GEORGE REED, INC.

By: _____

_____
Print Name

Address:_____
_____
_____
Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

Dated this _____ day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Southwest Quadrant CDBG Frontage Improvements
PROJECT NUMBER: 15-75
BID OPENING: Thursday, March 3, 2016
2:00 PM
ANTICIPATED COUNCIL AWARD DATE: March 22, 2016

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 George Reed, Inc.		2 Taylor Backhoe		3 Rolfe Construction		4 Ross F. Carroll		5 Sinclair General Engineering	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	$10,431.06	$10,431.06	$12,900.00	$12,900.00	$2,875.00	$2,875.00	$7,500.00	$7,500.00	$14,400.00	$14,400.00	$8,100.00	$8,100.00
2	Remove Existing Facilities	LS	1	$15,000.00	$15,000.00	$35,400.00	$35,400.00	$31,382.00	$31,382.00	$5,000.00	$5,000.00	$23,775.00	$23,775.00	$22,400.00	$22,400.00
3	Temporary Traffic Control	LS	1	$3,000.00	$3,000.00	$17,500.00	$17,500.00	$7,740.00	$7,740.00	$6,700.00	$6,700.00	$3,600.00	$3,600.00	$9,100.00	$9,100.00
4	Project Construction Sign	EA	2	$750.00	$1,500.00	$570.00	$1,140.00	$919.00	$1,838.00	$2,000.00	$4,000.00	$800.00	$1,600.00	$600.00	$1,200.00
5	Earthwork and Grading	LS	1	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$20,741.00	$20,741.00	$34,320.00	$34,320.00	$23,000.00	$23,000.00	$43,990.00	$43,990.00
6	Minor Concrete (Sidewalk)	SF	4,882	$5.00	$24,410.00	$5.35	$26,118.70	$6.00	$29,292.00	$5.50	$26,851.00	$7.00	$34,174.00	$5.75	$28,071.50
7	Minor Concrete (Curb and Gutter)	LF	1,078	$20.00	$21,560.00	$19.00	$20,482.00	$33.00	$35,574.00	$36.50	$39,347.00	$30.00	$32,340.00	$33.50	$36,113.00
8	Minor Concrete (C-11 Access Ramp)	EA	6	$2,500.00	$15,000.00	$1,900.00	$11,400.00	$4,830.00	$28,980.00	$2,316.00	$13,896.00	$4,200.00	$25,200.00	$2,800.00	$16,800.00
9	Minor Concrete (C-12 Access Ramp)	EA	2	$2,500.00	$5,000.00	$2,100.00	$4,200.00	$4,485.00	$8,970.00	$3,852.00	$7,704.00	$4,350.00	$8,700.00	$2,800.00	$5,600.00
10	Minor Concrete (C-7 Alley Approach)	EA	2	$3,000.00	$6,000.00	$2,000.00	$4,000.00	$2,415.00	$4,830.00	$5,028.00	$10,056.00	$2,100.00	$4,200.00	$1,500.00	$3,000.00
11	Minor Concrete (C-5 Driveway)	SF	1,097	$20.00	$21,940.00	$18.00	$19,746.00	$6.00	$6,582.00	$11.00	$12,067.00	$9.00	$9,873.00	$5.95	$6,527.15
12	Catch Basin (SD-3)	EA	2	$3,000.00	$6,000.00	$3,150.00	$6,300.00	$2,349.00	$4,698.00	$3,024.00	$6,048.00	$4,100.00	$8,200.00	$3,400.00	$6,800.00
13	Storm Drain Pipe (12" PVC)	LF	90	$90.00	$8,100.00	$82.00	$7,380.00	$67.00	$6,030.00	$51.00	$4,590.00	$88.00	$7,920.00	$88.50	$7,965.00
14	Storm Drain Man Hole (S-3)	EA	1	$3,000.00	$3,000.00	$4,280.00	$4,280.00	$4,965.00	$4,965.00	$3,504.00	$3,504.00	$4,575.00	$4,575.00	$4,800.00	$4,800.00
15	Aggregate Base	CY	167	$70.00	$11,690.00	$115.00	$19,205.00	$36.00	$6,012.00	$117.00	$19,539.00	$82.00	$13,694.00	$124.00	$20,708.00
16	Hot Mix Asphalt	TON	241	$125.00	$30,114.06	$105.00	$25,305.00	$150.00	$36,150.00	$144.00	$34,704.00	$103.00	$24,823.00	$125.00	$30,125.00
17	Fire Hydrant Installation	EA	1	$5,000.00	$5,000.00	$10,650.00	$10,650.00	$6,656.00	$6,656.00	$7,081.00	$7,081.00	$11,400.00	$11,400.00	$11,300.00	$11,300.00
18	Pavement Striping (12" Yellow Thermo)	LF	1,100	$3.25	$3,575.00	$4.00	$4,400.00	$4.00	$4,400.00	$4.00	$4,400.00	$5.00	$5,500.00	$3.65	$4,015.00
19	Pavement Striping (12" White Thermo)	LF	110	$3.25	$357.50	$5.00	$550.00	$8.00	$880.00	$6.00	$660.00	$2.50	$275.00	$5.00	$550.00
20	Pavement Marking (White Thermo)	SF	132	$8.00	$1,056.00	$5.00	$660.00	$3.00	$396.00	$4.00	$528.00	$4.50	$594.00	$3.25	$429.00
21	Pavement Striping (Detail 23)	LF	94	$1.25	$117.50	$2.00	$188.00	$33.00	$3,102.00	$34.50	$3,243.00	$1.50	$141.00	$29.00	$2,726.00
22	Pavement Marker (Type BB)	EA	1	$20.00	$20.00	$15.00	$15.00	$260.00	$260.00	$30.00	$30.00	$7.00	$7.00	$35.00	$35.00
23	Adjust Frames and Covers to Grade	EA	10	$350.00	$3,500.00	$700.00	$7,000.00	$426.00	$4,260.00	$450.00	$4,500.00	$500.00	$5,000.00	$490.00	$4,900.00
24	Relocate Light Fixture	LS	1	$2,000.00	$2,000.00	$5,520.00	$5,520.00	$3,687.00	$3,687.00	$3,300.00	$3,300.00	$2,150.00	$2,150.00	$1,300.00	$1,300.00
25	Relocate Roadside Signs	EA	1	$250.00	$250.00	$200.00	$200.00	$461.00	$461.00	$1,000.00	$1,000.00	$187.00	$187.00	$250.00	$250.00
26	Well Abandonment	LS	1	$0.00	$0.00	$4,000.00	$4,000.00	$5,750.00	$5,750.00	$8,730.00	$8,730.00	$7,000.00	$7,000.00	$6,400.00	$6,400.00
Total =					$208,621.12		$260,539.70		$266,511.00		$269,298.00		$272,328.00		$283,204.65

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $351,000 TO ACCOUNT NUMBER 217-50-511.51270 "CONSTRUCTION PROJECT" TO BE FUNDED FROM UNAPPROPRIATED GAS TAX SECTION 2103 RESERVES AND TRANSFERS FROM FUND 255 "CDBG," FOR CITY PROJECT NO. 15-75, "SOUTHWEST QUADRANT CDBG FRONTAGE IMPROVEMENTS" TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THIS PROJECT	**RESOLUTION NO. 2016-**

WHEREAS, the Community Development Block Grant (CDBG) funds are federal HUD funds that are to be used specifically for this type of project in residential-zoned areas; and

WHEREAS, Section 2103 Gas Tax Funds are funds used for roadway projects that can be used in commercially-zoned areas; and

WHEREAS, this project has completed all environmental work necessary before starting construction; and

WHEREAS, this project needs additional funds to complete the scope of work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $351,000 to account number 217-50-511.51270 "Construction Project" to be funded from unappropriated Gas Tax Section 2103 reserves and CDBG fund transfers as delineated below for City Project No., 15-75 "Southwest Quadrant CDBG Frontage Improvements," to complete the necessary funding required for this project.

1 – Transfer $161,000 to account number 217-50-511.51270 "Gas Tax Section 2103 – Construction Projects" from account number 255-41-485.47210_001 "Housing Program Services – Affordable Housing Development"; and,

2 – Transfer $150,000 to account number 217-50-511.51270 "Gas Tax Section 2103 – Construction Projects" from account number 255-41-485.47210_006 "Housing Program Services – Public Improvements".

8D

City Council Synopsis
March 22, 2016

million acts of kindness

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the 2013 Storm Water Master Plan in Accordance with General Plan Implementation Policy 3.3-w, "Stormwater Master Plan"

Resolution: Adopting the 2013 Sewer System Master Plan in Accordance with General Plan Implementation Policy 3.3-r, "Sanitary Sewer Master Plan"

2. DISCUSSION OF ISSUE:

October 25, 2011, the City Council awarded Carollo Engineers Inc. of Walnut Creek, CA. a contract for the preparation of a Sewer System and Storm Water Master Plan. The process included a detailed analysis of existing sewer and storm system, field data collection, identifying the limits of the City's combined system and projecting sewer and storm demands and improvements necessary to support full General Plan build out. The master plans identify all necessary projects to separate the existing sewer and storm systems and all new improvements necessary to support new development. Specifically, the master plans identify the costs associated with design, construction, project management and inspection of each improvement and if the improvement was an existing deficiency or required to support new development. The separation of existing deficiency and new development costs is necessary as impact fees can only be charged for improvements associated with impacts brought on by new development. A development fee nexus study was prepared for both the sewer and storm water master plans and is presented to city council for approval under separate action.

The master plan documents are very technical and voluminous in nature. For that reason, I have placed a copy of each master plan at the office of the City Clerk for Council's review in lieu of providing copies to each council member as a cost and paper resource savings. In addition, a pdf copy of the master plan

documents was placed on-line for Council and the public viewing. Staff does recommend that Council approve both the Storm Water and Sewer System Master Plans.

3. BASIS FOR RECOMMENDATION:

A. Adoption of the Storm Water and Sewer System Master Plans is identified in the Mayor and City Council,

Policy Goal # 4: *Municipal Infrastructure*

General Principles:
1. Municipal Infrastructure is integral to public safety and effective service delivery.
2. Municipal Infrastructure is integral to retain and attract businesses.

Action Item:
5. Maintain adequate storm drain and sewer capacity

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Implementation of the Storm Water and Sewer System Master Plans will be paid for through monthly sewer fees for all existing deficiencies and the collection of development impact fees for improvements necessary to mitigate new growth. The fee nexus studies will be adopted by a separate but related action on the Council agenda.

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Each project brought forward will have a separate CEQA review and determination.

7. ALTERNATIVES:

A. The City Council may choose not to adopt the Storm Water and Sewer System Master Plans. This is not recommended as adoption of the master plans as well as their fee nexus study is needed to insure that the city maintains adequate storm drain and sewer capacity.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE 2013 STORM WATER MASTER PLAN IN ACCORDANCE WITH GENERAL PLAN IMPLEMENTATION POLICY 3.3-W, "STORMWATER MASTER PLAN"	}	**RESOLUTION NO. 2016-**

WHEREAS, on October 25, 2011, the City Council awarded Carollo Engineers Inc. of Walnut Creek, CA. a contract for the preparation of a Storm Water Master Plan; and

WHEREAS, General Plan Implementation Policy 3.3-w, "Stormwater Master Plan," directs the preparation and update of a stormwater master plan to identify future stormwater flows and plan for adequate stormwater conveyance, storage and disposal; and

WHEREAS, the process included a detailed analysis of existing stormwater collection system, field data collection, identifying the limits of the City's combined system and projecting storm water demands and improvements necessary to support full General Plan build out; and

WHEREAS, the master plan identify all necessary projects to separate the existing sewer and storm systems and all new improvements necessary to support new development; and

WHEREAS, each project brought forward will have a separate CEQA review and determination.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock, having considered all of the evidence in the record, does hereby make the following findings:

1. That the proposed Master Plan conforms to the provisions and standards of the General Plan.
2. That the proposed Master Plan is consistent with the balance of the General Plan.
3. That the proposed Master Plan is necessary to implement the goals and objectives of the General Plan.
4. That the public necessity, convenience, and general welfare require the proposed Master Plan.
5. That the proposed Master Plan will not cause substantial environmental damage.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby adopt the Storm Water Master Plan, attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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
2013 Storm Water Master Plan

is available in the
City Clerk's office for review

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE 2013 SEWER SYSTEM MASTER PLAN IN ACCORDANCE WITH GENERAL PLAN IMPLEMENTATION POLICY 3.3-R, "SANITARY SEWER MASTER PLAN"	**RESOLUTION NO. 2016-**

WHEREAS, on October 25, 2011, the City Council awarded Carollo Engineers Inc. of Walnut Creek, CA. a contract for the preparation of a Sewer System Master Plan; and

WHEREAS, General Plan Implementation Policy 3.3-r, "Sanitary Sewer Master Plan," directs the preparation and update of a sanitary sewer system master plan to identify future wastewater flows and plan for an adequate wastewater collection system; and

WHEREAS, the process included a detailed analysis of existing sewer system, field data collection, identifying the limits of the City's combined system and projecting sewer demands and improvements necessary to support full General Plan build out; and

WHEREAS, the master plan identify all necessary projects to separate the existing sewer and storm systems and all new improvements necessary to support new development; and

WHEREAS, each project brought forward will have a separate CEQA review and determination.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock, having considered all of the evidence in the record, does hereby make the following findings:

1. That the proposed Master Plan conforms to the provisions and standards of the General Plan.
2. That the proposed Master Plan is consistent with the balance of the General Plan.
3. That the proposed Master Plan is necessary to implement the goals and objectives of the General Plan.
4. That the public necessity, convenience, and general welfare require the proposed Master Plan.
5. That the proposed Master Plan will not cause substantial environmental damage.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby adopt the Sewer System Master Plan, attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of March, 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
2013 Sewer System Master Plan

is available in the
City Clerk's office for review

8E

City Council Synopsis
March 22, 2016

million acts of kindness

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

OPTION 1:
Motion: Approving a combined proposal and agreement between the City of Turlock, Turlock Certified Farmers Market and Golden State Farmers Market Association to operate, manage and market a certified farmers market located on City of Turlock property.

OR

OPTION 2:
Motion: Selecting a single proposal and awarding an agreement to operate, manage and market a certified farmers market located on City of Turlock property to either Turlock Certified Farmers Market (TCFM) or Golden State Farmers' Markets Association (GSFMA).

2. DISCUSSION OF ISSUE:

As a result of the Request for Proposal process 16-342 for the Operation, Management and Marketing of a Certified Farmers market Located on City of Turlock Property, the City received two proposals (Exhibit A) from the following organizations:

Turlock Certified Farmers Market (TCFM)
Golden State Farmers' Markets Association (GSFMA)

Both of the proposals received were reviewed by staff and appeared to be complete with a few clarifications identified in the March 15, 2016 staff report. After hearing the presentations from both operators, the following questions were raised:

TCFM

1) Please provide a copy of TCFM's 2014 Certified Farmers Market Application.
2) Please provide a written explanation of the erroneous designation as a Certified Producer in 2015.

3) Please include the Letter of Exemption issued by the Franchise Tax Board and Articles of Incorporation certified by the Secretary of State.
4) Please provide 3 years of taxes or a written explanation as to why they are unavailable.
5) Please identify how long Turlock Certified Farmers Market has been a non-profit.
6) Please identify how much market revenue is allocated to paid wages.

GSFMA

1) Please confirm whether or not volunteers may donate time to a for-profit entity and any efforts to mitigate FLSA concerns.
2) Please describe how you will triple the number of volunteers.
3) Please provide verification on your performance at other markets.
4) Please provide an outline of your vendor fees.
5) Please describe how you will fund the $5,000 donation to the City and how it will be used.
6) Please address the concerns about larger crowds and the security plan for the market.
7) Please describe how you will include non-profit groups in the market and verify the fee for non-profit booths.

Council asked the groups to respond to these questions by 12:00 PM on Friday, March 18, 2016 (Exhibits B and C). If an operator fails to provide responses to these questions, their proposal will be deemed non-responsive. Additionally, in the best interest of the community, Council also asked the two groups to confer and combine proposals (Exhibit D). At the time of this publication, Exhibit D was not provided. If a combined proposal is received by the City it will be provided under separate cover. The synopsis from the special March 15, 2016 City Council meeting is attached for reference (Exhibit E).

3. BASIS FOR RECOMMENDATION:

1. **Policy Goal #5 – Economic Development**
   a. **General Principle #3 – Support the business community.**

2. **Policy Goal #7 – Quality Community Programs**
   a. **General Principle #3 – Focus on partnerships to expand services and the number of citizens served.**

4. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval of either alternative

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A. Council can reject all proposals.

B. Council can continue the RFP decision making process to allow the two applicants more time to continue working on a collaborative proposal.

FARMERS MARKET
TURLOCK

Proposal in Response to Request for Proposal No. 16-342

March 8, 2016

Turlock Certified Farmers' Market
Established 2010

March 8, 2016

Ms. Allison Van Guilder
Parks, Recreation and Public Facilities Department
City of Turlock
144 South Broadway
Turlock, CA 95380

RE: Proposal to manage and operate
the Turlock Farmers' Market.

Dear Allison,

It is a pleasure for the Turlock Certified Farmers Market to submit a proposal for the operation, management and marketing of the Turlock Farmers Market.

With a proven track record, TCFM has six years of successfully attracting local vendors, farmers and community members to the Downtown. Over 2,000 community members attend the market each week, finding quality local produce, processed foods and handmade goods. The market has put feet on the streets of downtown Turlock that, in turn, bring new customers to the downtown restaurants and shops. Economic benefits are gained while providing a weekly wholesome community gathering.

The TCFM has been endorsed by Turlock downtown merchants, the Turlock MOM's Club, the Modesto Certified Farmers Market and local farmers. The board and management work to provide a wide range of educational activities and venues by partnering with local non-profits, the City of Turlock and the Turlock Downtown Property Owners' Association. TCFM is proud to connect the community with local farmers and agricultural food producers which encourages a deeper connection of where our food comes from and has worked to foster a culture of trust between the two groups. The character of the market is local, homegrown and family friendly.

Thank you for your consideration.

Sincerely,

Elizabeth Claes, Chair
Turlock Certified Farmers Market

EXHIBIT "A"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located On City of Turlock Property

PROPOSAL COVER SHEET

PROPOSAL CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM

The City of Turlock invites sealed Proposals which shall be enclosed in an envelope clearly marked:

Operation, Management and Marketing of a Certified Farmers Market
Located On City of Turlock Property
REQUEST FOR PROPOSAL NO. 16-342
CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM

1) **Return original Proposal to:** **City of Turlock**
Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380-5435

2) **Operator must complete and sign this Proposal form.**

OPERATOR TO READ

NO PROPOSAL IS VALID UNLESS SIGNED BY THE PERSON MAKING THE PROPOSAL AND ALL BLANKS ARE FILLED IN. THE PERSON SIGNING WILL BE RESPONSIBLE FOR RECEIVING OFFERS, CONDUCTING NEGOTIATIONS, AND ADMINISTERING THEAGREEMENT, IF AWARDED.

Organization: Turlock Certified Farmers Market

Address: P.O. Box 154, Turlock, CA 95381

Telephone Number: 209-225-8177 **Fax Number:** _____

E-Mail Address: turlockmarket@gmail.com

Authorized Representative (Printed Name): Elizabeth Claes

Title: Board Chair

The undersigned, upon acceptance, agrees to furnish all of the services in accordance with requirements, specifications, terms and conditions of this RFP for the Operation, Management and Marketing of a Certified Farmers Market Located on City Property dated **xx**.

Nondiscrimination Clause

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

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

c) Operator shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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

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

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

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Operator hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses

and registrations applicable to transporters and transportation of toxic and/or hazardous materials/ substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

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

Licenses and Certifications
Operator's License No. 50-041515-01 Expiration Date: 4/15/16
Operator certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any Proposal submitted without the above information, or Proposal containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock, as set forth in this Request for Proposal 16-342 including, but not limited to, to reject any or all received and to waive any informality or minor defects in Proposal received and the right to request multiple Operators to confer and combine Proposals if deemed in the best interest of the City.

Turlock Certified Farmers Market
Company Name

Elizabeth A Claes
Signature of Authorized Representative

45-5070323
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a Proposal being found non-responsive and given no consideration.

Turlock Certified Farmers' Market
Established 2010

1.1 Dates, Time and Location of Market

The Turlock Certified Farmers' Market (TCFM) has operated Turlock's downtown market for six years (2010-2015) for the benefit of the community and local farmers. During the first five seasons, the market was located on Broadway (See Exhibit C-1). In 2015, TCFM moved to Main Street between Center and Palm Streets (See Exhibit C-2). The change in location accompanied the long-awaited switch from a Friday morning market to Saturday morning. Our vendors, whose numbers have doubled since 2010, told the board it was time to make the move to Saturday. In spite of TCFM's new location and day of the week, hours remained the same as vendors unanimously supported a morning market that operated from 8:00 AM – 1:00 PM. Thousands of people attend this market on a weekly basis, serving the community of Turlock with easy access to the bounty of harvest fresh from local family farms. TCFM would like to continue on this two block stretch of Main Street, between Center and Palm Streets. In 2016, TCFM will consider operating from the first Saturday in May through November 18, a total of 29 weeks. The TCFM board is considering extending the market season by 3 weeks, pending a poll of downtown business owners, market farmers and vendors to evaluate the impact of this change affected. Additionally, TCFM can further adjust its weeks of operation if there is a request for change by the market farmers and food producers, the community, and only with support of the downtown businesses whose storefronts are directly impacted by the market.

History of the Broadway location – In early 2010, the original farmers market committee decided that the market would be operated on Friday mornings. While downtown was an obvious location for the market, a specific site needed to be identified. From the beginning, a Councilmember proposed the market be near west side neighborhoods, in the belief that the underserved neighborhoods would benefit from the close proximity. Additionally, students from Wakefield and Osborn Elementary Schools would have access to the market for field trips. The committee found good logic in the west side location and the search began for the specific street; Broadway was the answer.

1.2 Vision

History of Certified Farmers' Markets in California – The development of Certified Farmers' Markets in California began in 1977 as a response to the demand by urban dwellers for access to the fresh products of local farms. The State of California developed the *Direct Marketing Program* to allow for genuine farmers to sell their crop to the nearby community/neighbors free from the infiltration of resellers (vendors who purchase produce from other farmers and sell it as their own harvested crops) and/or those who brought produce from outside the state or the country. The state established the farmers' market certification program to build parameters to facilitate legitimate sales direct from farmer-to-consumer. The regulations allow certified producers (certified by their County Agricultural Commissioner) to offer produce exempt from standard pack, standard container, labeling, sizing, and grading. Under state guidelines, a certified farmers' market can only be operated by a non-profit organization, a government agency or a certified producer so that no individual or entity is able to gain personally from the benefit derived from the *deregulation* of the certified producers' exemption from shipping regulations.

State, local and federal government agencies quickly rallied to provide workable parameters to host real farmers' markets in their public spaces: Caltrans, one of the first to act, entered into an intra-agency agreement with the California Department of Food & Agriculture to hold the Stockton and Sacramento Certified Farmers' Markets in the Caltrans Park 'N Ride lots. Each contract was $1 per year fee to hold the certified farmers' market at the lot. Fast behind the Department of Transportation was the Civic Center in San Francisco, Cabrillo College (1980) and many other community colleges, State college campuses, city parks (Sonoma, et al.), county fairgrounds (eg. Marin), library parking lots, transit stations (BART, VTA, et al.), street closures in downtowns, Golden Gate Park, university parking lots, utility company parking lots, shopping centers and more. The history of certified farmers' markets in California reveal the extent to which providing fresh, local produce has remained a governmental priority for many types of governmental agencies.

Today, there are over 800 certified farmers' markets in California with about half of them being held weekly in public spaces. Most receive use of some facility services ranging from providing restrooms, security staff, consumer parking, waste disposal, etc. As many Main Street and Broadway businesses in Turlock have attested, markets provide significant economic benefits when they are held in or near a central business district.

The public/community benefit derived by those who reside near the farmers' market is the ability to gain access to fresh fruits and vegetables *direct from local farms*. The "mutual" benefit as described by the franchise tax board, in their classification of a non-profit organization, is that the consumers derive benefit from being able to purchase directly from growers, while farmers benefit from being able to sell their fresh crop to nearby communities. The shortened time from harvest to sale allows for produce to experience less stress in shipping, be allowed to ripen on the tree/vine, and for the farmer to use less fuel and packing supplies. The consumers benefit by having access to fresh products that contain increased nutritional value in addition to being able to purchase produce not often available in supermarkets with national suppliers. TCFM fulfills the broader mission of the farmers market – to educate the public about the health and nutrition connected to eating a variety of fruits and vegetables.

The Turlock Certified Farmers Market Bylaws were derived from and are guided by the principles and parameters of the *Direct Marketing Program, State of California*. **In ARTICLE II, Section 1, of the TCFM Bylaws and Rules it states: "The Turlock Certified Farmers Market provides the community of Turlock and the surrounding areas with a venue to connect with local farmers and agricultural product producers which encourages a deeper connection of where our food comes from, provides access to locally-grown, fresh, and healthy produce/food items, and educates about the agricultural products that are local to our area."** The character of the market is local and homegrown.

TCFM believes the size of the market and its number of growers and food purveyors, must have "critical mass" to attract and maintain a vigorous customer base. A successful Certified Farmers' Market provides consumers with several options for each crop. It is this desire "to shop and compare" that satisfies the consumers' need to have found the best of that crop at a reasonable and fair price. TCFM helps farmers foster a loyal customer base when they bring their best harvest each market day. TCFM reserves 40-45 stall spaces each week during the peak agricultural season. The market product mix is pre-assigned in the annual reservation system. The board limits the number of vendors selling similar goods. By limiting the number of vendors selling the same produce or goods, our vendors make the profit they deserve. The addition of specialty food

purveyors originated when markets wanted honey, cut flowers, dried nuts and jams, bread and eggs; TCFM offers a broad range of all these specialty products. Currently, certified farmers' markets are finding it increasingly important to offer grass-fed beef, and TCFM is fortunate to have a local grass-fed beef vendor, one of our newest and most popular booths.

The Turlock market has been an invaluable asset to our local vendors by supporting their livelihoods in a time when it's often difficult to find profitable venues. TCFM is committed to supporting local farmers and takes pride in the fact that the majority of farmers come from less than 50 miles from the market, promoting the area's local, seasonal produce. TCFM defines "local" as 50 miles or less to reduce transit times and cost, provide the highest quality produce to our local community, and connect Turlockers with their neighbors, the farmers who provide their produce. However, TCFM has a policy to allow agricultural products grown outside of the fifty-mile radius if the commodity is not offered for sale by the local TCFM growers. Therefore, farmers who come from a greater distance -- outside the area deemed "local" -- can have booth space thus allowing for a greater variety of farm fresh products for the public to purchase and enjoy.

The TCFM plans to further support our growers through the *Farmer Merchandising Program* in which growers who showcase their wares at a higher level of presentation are better prepared for success at the market. The most important merchandising element is to select and/or modify stalls in their product offerings and presentations to "bring the farm to the city," and emphasize the trend toward *Buy Fresh Buy Local.* The emphasis with the *Buy Fresh Buy Local* campaign is the distance from the field to table. The farms are located about 50 miles on average from the market as opposed to some 1,500 miles from field to table in the conventional shipping channel. This "green" attribute of eating "local" is becoming increasingly popular.

Beyond educating our vendors through this program, TCFM will hold a seasonal seminar to teach merchandising at the farmers' market. This seminar will help our growers be as successful as possible in our market. We will continue to educate our farmers and vendors on the importance of presentation and sales techniques.

The TCFM board and market manager stays engaged with vendors by informal communication as well as through formalized surveys and evaluations. At the beginning of every season, TCFM holds a Vendor Breakfast to interact with vendors and present the rules and regulations for the season, including a question and answer period following the Power Point presentation held at Turlock City Hall. In the past, surveys have been sent out mid-season to evaluate performance and garner feedback. At the end of the season another evaluation is sent to vendors to get additional feedback about the year and to facilitate new ideas or changes.

Additionally, an extremely important focus of TCFM is community-building. The market has proven to be a popular place for people to meet and buy locally grown foods as well as prepared foods sold by local food vendors at the market. These *local* food vendors have added an important component to the market – their addition enhances the desire for community members to gather in Turlock's town center. The downtown businesses enjoy the added foot traffic which they state has increased retail and restaurant sales. Throughout the season, events, such as Harvest Festival, Art at the Market, and Municipal Services Day, have also helped to build community.

1.3 Background/Experience

TCFM has a strong proven experience in the successful management of a farmers market. From the beginning, it has been a team effort. The original farmers market committee was a collaborative group made up of 1.) city representatives, 2.) farmers, 3.) community members, 4.)

university faculty and 5.) the downtown property owners' executive director. The committee brought a broad range of experiences, perspectives and talents to the table in developing a successful downtown farmers market. Ongoing input from the city and TDPOA has been invaluable. Along with the relational continuity these ongoing partnerships provide, the TCFM board brings experience in the areas of business, social media, community connections, education, and the passion that a non-profit organization brings to the table, literally and figuratively. On-the-job learning has been an important asset for our successful market. Our board members and two market managers were quick to understand the dynamics of operating a market. (See Exhibit C-3).

TCFM has grown to average about 40-45 vendors each week. TCFM believes in quality over quantity, and has chosen to operate a single location that is solely focused on the needs of Turlock.

1.4 Market Team

The Board of Directors is comprised of 9 key community leaders who span the public and private sector. It is comprised of a mix of farmers, vendors and community volunteers who reflect the rich diversity that make up Turlock. Often, farmers' market boards are made up of vendors only. The TCFM board recognized that community connections enhance the market so providing booths and space to local non-profits has continually been a priority. In addition, board diversity brought in important sponsors that not only help TCFM balance the operating budget, but are also important community connectors. From the very beginning, TCFM has had local sponsors that participate, educate and bring a true sense of community to the market each week. As previously stated, TCFM's sole focus is Turlock and the list of projects is the six years of running a successful non-profit market.

Board of Directors

Junko Broadwater is a Turlock resident and a local real estate agent at Aspire Home Real Estate. She joined the Turlock Certified Farmers Market Board with the hope of supporting local farmers and small businesses. Junko believes that a healthy lifestyle, including fresh produce and exercise, along with community involvement, helps to create a vibrant quality of life; she has worked to incorporate these elements within the market season. Junko holds a BA in literature. She is a former board member in the local non-profit chapter of MOMS Club in which she remains active. Junko brings a passion for enriching family experiences to the Turlock Certified Farmers Market.

Elizabeth Claes is a community member who has loved coming to TCFM since it began, first as a customer and in 2013, as a board member. She became chair of the board in 2014 and was instrumental in helping TCFM become a 501(c)3, in facilitating the market's move from Fridays to Saturdays and its move to Main Street. Elizabeth has a degree in elementary education, is former vice president of Turlock Nursery School and is currently developing the non-profit organization, Bike Turlock. Elizabeth is a community volunteer and brings enthusiasm and energy to the market each week; she has broadened our commitment to local non-profit organizations and has been a champion of education at the market.

Jeani Ferrari is a dedicated community volunteer who is proud of her involvement with TCFM. She was one of the original group who believed that a successful farmers market could thrive in Turlock. Jeani's passion for Turlock's downtown was and is contagious; she was on the Turlock Downtown Revitalization Committee in the late 1990's. Her commitment to a thriving downtown has been invaluable in developing the market (Exhibit C-4). She serves as a charter board memb and chairs the Sponsor Committee. Her active participation in so many areas of the market, from

helping with set up and staffing of the information booth during the first years, to social media, school tours and special events, is a testament to how committed she is and how important volunteers are to the success of TCFM.

Brandon Follett is a community member who became involved with TCFM in the inaugural 2010 as the first Market Manager. With a background in marketing and a keen vision for developing strategic growth, Brandon cultivated relationships with vendors, sponsors, city/county personnel and community members to help establish the market in the community. In 2012, after completing his MBA degree, Brandon became a member of the TCFM Board of Directors, where he serves as Treasurer. Professionally, he works in international sales for Hilmar Cheese. Brandon is proud to have instilled in his two young children a love for spending time at the market each week and works to keep a focus on enriching children's lives with a happy and safe environment.

Jessica Irish is a Turlock resident and active community leader. She works as the Philanthropic Services and Marketing Officer for the Stanislaus Community Foundation and as a Stanislaus Business Alliance Small Business Development Center marketing consultant. She also serves as a board member for the Turlock Certified Farmers Market, Turlock Young Professionals and the Advancing Children of Turlock Club. Before her career in marketing, Jessica was a news reporter and producer with more than ten years of experience in TV and video reporting, writing and production. Jessica graduated from the Annenberg School of Journalism at the University of Southern California where she received her B.A. in Broadcast Journalism and minored in Business Administration. Her stories, during her reporting career, earned her four Emmy Awards, two Golden Mike Awards, an International Academy of the Visual Arts Award and a San Diego Press Club Award.

Valeria Jimenez is a vendor at TCFM where she sells her beautiful handmade jewelry. Originally from Turlock, she returned 3 years ago after living away for many years and began her business called Life Inspired Wellness. She is a Certified Health Coach Life and has a BA in Communications. She is thankful how TCFM has helped her business grow and loves being a part of such a passionate, serving and people-focused community.

George Kapor operates a small farm outside of Turlock called Pageo Lavender Farm. He has been involved with the TCFM since it was first organized in 2010 and is a weekly vendor at this market as well as the Modesto Certified Farmers Market. George has been on the board of TCFM since it began in 2010 and brings a strong vendor perspective to the operation and success of the market. George has been instrumental in helping to build a local, sustainable and community based farmers' market.

Anne Piccirillo is the owner-operator of Athena's Gift Extra Virgin Olive Oil which offers locally grown and pressed extra virgin olive oil. She has farmed olive trees in Gustine since 2004. Anne has been a vendor since the inception of TCFM and is a charter board member who also serves on the board of the Merced Certified Farmers Market. She is extremely proud of what TCFM has become and brings an important perspective, as well as dedication, for locally grown and produced goods at farmers markets.

Ann Strahm, PhD is an associate professor of sociology at CSU Stanislaus. Her areas of specialization are in media, politics, and economics. Originally from Eastern Oregon, she joined the Turlock Certified Farmers Market board because she is a firm believer in supporting locally owned businesses as well as creating a venue for people to be educated about the rich agricultural heritage of this area. Ann has a BA and Masters Degree from University of Oregon. She is

currently the thesis chair for a master's student studying farmers markets and localism. In addition, she is a senator for the Academic Senate of the California State University system, representing CSU, Stanislaus. As a member of the board Ann engages in outreach to the CSU, Stanislaus community.

Market Manager

Derek Griffin has managed Turlock Certified Farmers Market for three successful years. His primary responsibilities include weekly on-site management of the market, vendor recruitment and support, maintaining market compliance, arranging entertainment and community activities, and answering inquiries from potential vendors, customers, community members, and the media. Under his management, TCFM increased the diversity and number of vendors and generated more foot traffic and community engagement. Derek recruited over 30 new vendors and served as a mentor to those who were unfamiliar with market regulations and booth set-up. He works with over 60 non-profit organizations and local businesses to showcase their work in the community highlighting upcoming community events and encouraging healthy living. Derek organized and led school tours for K12 classes and special needs students and has been the supervisor for all market manager interns. Derek and his family have lived in Turlock for 15 years.

Accountant

Jodie Huber provides bookkeeping service for the TCFM on an outsourcing basis. With a degree in Agriculture Business and 25 years of experience in accounting and finance in the Central Valley, she provides services similar to a CFO quality and gives third party accountability to our financial records with sound reporting to the board of directors.

Student Interns

TCFM partners with CSU, Stanislaus and TUSD to engage students in an internship program. The internship provides practical work experience and helps to develop management and problem-solving skills. Interns shadow the market manager and learn the importance of communication and collaboration. In the 2015 season, TCFM added a second intern with a focus on social media and worked to learn the skills of copywriting, narrative and photography.

1.5 Bylaws and Operations Plan

Bylaws can be found in Exhibit C-5.

1.6 Market Strategy

The intent of the promotion and advertising campaign is to reach out to the target market/community. Every household in the area should know about the farmers' market. TCFM's advertising campaigns include email updates, a strong social media presence, special events, banners and signs, press releases, advertisements in paper media, agricultural-specific pamphlets and calendar listings (Exhibit C-6). Every week, over 1,000 people receive our e-mail blasts.

Traditional Media

TCFM maintains positive relationships with local newspapers and periodicals to help provide information for stories and community briefs that highlight the market. In addition, we pay for or arrange in-kind trade for advertising in these publications and online. We will continue to advertise in local ag-related print media that is circulated each season. Signage is also an important way to engage potential shoppers as they drive by, and we will continue to expand our reach as creativity and city ordinances allow. (See Exhibit C-7).

Social Media Interaction
Social media is the best tool for marketing. Each market day, new photos are taken of seasonal produce, special events, and the people who enjoy the farmers market. New media engagement is growing as TCFM actively analyzes interaction rates to create a dynamic social media strategy. We have seen a marked growth in the number of people who follow TCFM. Currently, over 6,000 people follow TCFM on either Facebook or Instagram, rendering it one of the most visible community activities in Turlock. TCFM has had success in driving online action to the market and maintaining interest during the 163 hours a week when the market is not operating, as well as throughout the year.

Website
TCFM maintains a website at www.turlockmarket.org which provides information about our market to assist the public and vendors. In addition, it highlights the TCFM sponsors who are an important part of the successful TCFM team. In 2015, 7,627 unique users visited the TCFM website.

Logo
Attached is a copy of our Logo (Exhibit C-8).

Farmers' Market Economics
TCFM strives to provide local economic benefits while providing a weekly, wholesome community gathering. Keeping local dollars in the community keeps the local area economically strong. TCFM develops a marketing plan with the goal of creating a solid customer base who will become *routine visitors* to the downtown area. These routine visits for weekly market foods generate spin-off visits to the business district.

Attached is an Estimated Economic Analysis highlighting this spin-off (Exhibit C-9).

The goal of the certified farmers' market is to operate self-sufficiently. While the farmers pay a stall fee, the cost to operate the market includes significant expenses for insurance, health permits, compliance fees and marketing. Each year, funds are budgeted for outreach and local awareness campaigns to boost market patronage. Assistance in the marketing effort from the local businesses, municipalities, and sponsorships helps support the outreach budget. Information about the farmers' markets is added to websites, social media outlets, directories, event calendars, kiosks, co-promotions of shopping bags, and customer lists to build awareness.

1.7 Special Market Events
TCFM is a family-friendly environment. Each week the market has changing seasonal produce, musicians and booths. The ever-changing market creates a dynamic that attracts new as well as returning patrons. This model has been tremendously successful at increasing the number of visitors to downtown Turlock that, in turn, bring new customers to the downtown restaurants and shops. This community cohesion is the heart of a successful farmers market; each week is a community-oriented event.

Events are often "organically" created by partnerships with non-profits. For example, non-profits are able to utilize the existing market location and audience for their event. Increasingly, TCFM is benefiting from these types of partnerships, such as when Townsend Opera performed at the market at no cost. Although TCFM did not necessarily create or organize the event, both parties benefited as well as the community. While our calendar of events is identified as Special Market Events, TCFM also views these as opportunities for partnerships with other organizations.

As the TCFM is a local non-profit, the board is currently soliciting feedback from the local community for dates and times of events. Our biggest planned events for 2016 are co-hosted with one of the founding partners of the Turlock downtown farmers market, the Turlock Downtown Property Owners Association (Exhibit C-10).

TCFM has a strong commitment to education and has offered a wide range of educational activities over the years, as illustrated by the 2014 narrative written for the 501(c)3 application. "The Market pairs with local authors for book signings, the City of Turlock for Municipal Services Day when the City provides a working police car, fire truck, ambulance, earth mover, commuter bus, and other city vehicles that are completely accessible to market goers. Police officers, fire fighters, EMT's, municipal workers, and bus drivers are on hand to demonstrate their vehicles and equipment, as well as to explain their daily activities to market goers. Several times per season, TCFM provides a booth for the Friends of Turlock Library. This organization brings free books and *story time* where market goers are invited to sit and listen. The Market also pairs with a local petting zoo where children (and adults) are able to interact with local farm animals." (501(c)3 Narrative, 2014, Exhibit C-11)

At least two local entertainers are present each market day, though often there are more. This regularly-occurring, family-friendly entertainment includes musicians, balloon art, face painting, book reading, and more. TCFM has found this to be an important way to engage young families.

1.8 Social and Environmental Responsibilities

TCFM is set up for, and promotes, EBT and WIC. Patrons who have EBT cards can withdraw from their account at the TCFM Information Booth, which always has knowledgeable staff. EBT patrons receive either $1 or $5 TCFM farmers' market tokens, which are used to purchase produ and other perishable goods. In the upcoming 2016 season, TCFM will implement a CalFresh market match program which allows patrons with EBT cards to double their benefits when shopping at TCFM.

In accordance with the Stanislaus County Dept. of Health, fixed restrooms are provided for the TCFM vendors. Should portable or fixed restrooms and hand-washing facilities in the area around the market be required by the City of Turlock, TCFM would cover the cost but requests that the local businesses and property owners be consulted prior to the city's action. Local businesses continue to express concerns over the use of portable restrooms in the downtown.

TCFM is interested in exploring comprehensive "green" waste management systems for the market and would like to consult with the City of Turlock's Municipal Services Department, who have a vast knowledge of the subject.

1.9 Budget

Attached is budget and verification of TCFM's compliance with all State and Local taxes and fee requirements (Exhibit C-12).

1.10 List of Farmers' Market Vendors

Attached is the TCFM projected vendors for the 2016 season. (Exhibit C-13)

TCFM has always prided itself on having a wide variety of produce, market foods and products available to the community. Examples include: grapes, nectarines, peaches, apricots, cherries, strawberries, blueberries, raspberries, boysenberries, plums, pears, Asian pears, apples,

cantaloupe, watermelon, honeydew, Crenshaw, tomatoes, green beans, carrots, kale, onions, garlic, lettuces, lavender, basil, oregano, rosemary, bay leaves, potatoes, bok choy, Swiss chard, zucchini, squash, cucumbers, eggplant, peppers, radishes, beets, green onions, chili peppers, pumpkins, pomegranates, figs, almonds, walnuts, honey, eggs, cheese, bread, olive oil, flowers, grass-fed beef, milk, jams, among many others. Prepared food items for sale include: pizza, pies, pastries, toffee, gourmet sauces, tea and spices, cookies, hummus, pita chips, salsa, kettle corn, sausage, tamales, shaved ice, and others. Market products include: handmade jewelry, children's clothing, lavender lotions and soaps, scented soaps, hair accessories, incense, among others.

1.11 Vendor Regulatory Compliance Program

Attached is the TCFM Farmers Market Rules (Exhibit C-14).

1.12 Collaboration and Partnerships

The farmers' market is a gathering place. We partner with many community organizations to provide a place for members of the community the community to learn and become involved in activities which enrich our city. Examples of such involvement include, but are not limited to, the following:

- Turlock Firefighters annual booth during Breast Cancer Awareness Month where T-shirts are sold to raise funds for breast cancer research.
- Meet and Greet booths which provide an opportunity to engage with local politicians and candidates.
- Turlock Downtown Property Owners Association partners with TCFM on events such as the Junior Iron Chef, Health and Wellness Day, Adult Iron Chef, and Life Science Discovery day with Coyote Peterson.
- Farmers and vendors help educate about seasonal produce, food preparations, and healthy food choices.
- Senior Farmers Market Nutrition Program through Stanislaus County Senior Services (Exhibit C-15)
- Event Sponsorships including CSU Stanislaus (Exhibit C-16), Emanuel Medical Center, TID, Garton Tractor, The Greenery, Americo Farms, and Hilmar Cheese.
- Weekly booths, provided free of charge, for groups that support our community, such as the listed non-profit organizations and civic groups:

City of Turlock Municipal Services
City of Turlock Fire Department
City of Turlock Police Department
Turlock Downtown Property Owners' Association
Turlock Unified School District
Emanuel Medical Center
California State University, Stanislaus
Ceres Unified School District
Osborn Two-Way Immersion Academy
Pitman High School Ag Department
Carnegie Arts Center, Turlock
Friends of the Turlock Public Library
Turlock Garden Club
Turlock Historical Society
Bike Turlock
MOMS Club of Turlock
Commute Connection
Turlock Masonic Lodge
Boy Scouts of Turlock
Girl Scouts of Turlock
United Samaritans Foundation
We Care
Story Time Tent
Lightbox Theater
Townsend Opera
Jessica's House
Sierra Vista Child and Family Services
Prodigal Sons and Daughters
Westside Ministries
ABC Project
American Cancer Society

Relay for Life
VFW Hall of Turlock
Veterans of Foreign Wars
First Baptist Church of Turlock
Turlock Democratic Party
Turlock Tea Party
Team in Training
VR Productions

Local Brick and Mortar businesses that have purchased booth space at the market including:

All Smiles Dental
Bell Realty
Berkshire Hathaway
Bistro 234
Brenda Athletics
Carnivores BBQ
Chip Seal Products
Cycle Masters
Doc's BBQ
Dust Bowl
Edith's Bread
In-Shape
J & J Farms
Lancaster Painting
Latif's Restaurant
Lisa's Cookies
Mainly Bagels
Pageo Lavender Farm
Red Brick Restaurant
Resendiz Fruit Barn
Solar City
Sub Hub
The Greenery
Valley Distributors
Varizon Wireless
Wolfsen's Sausage

Other areas of community outreach at Turlock Certified Farmers Market include:

- Kid's Day – attracts a variety of non-profit organizations to educate parents and children about healthy food choices, healthy living and the importance of books and reading.
- School tours – teaches children about locally grown foods including microclimate diversity, food policy, nutrition and eating healthy.
- Annual Bicycle Rally – promotes healthy transportation and healthy living in partnership with other organizations.
- "How to Demonstration" – Certified Preserving Expert teaches fruit and vegetable preservation methods in partnership with The Greenery.

1.13 City of Turlock Requirements

TCFM has partnered with the City of Turlock for the past seven years. During that time, the City of Turlock has had a representative at TCFM board meetings to provide open communication. TCFM has not been informed of support or services required by the city or the subsequent costs. TCFM requests to be notified should such support or services require payment.

1.14 Certified Market Designation

Attached is the current Certificate for Certified Farmers' Market. (Exhibit C-17).

We truly appreciate the opportunity to continue bringing a Certified Farmers' Market to our community and look forward to bringing the best of the Central Valley's farm bounty to the Turlock community.

EXHIBIT "B"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of Certified Farmers Market
Located on City of Turlock Property

REFERENCES

Respondents are to provide a list of three (3) references in the area provided below. References shall be provided as required in the Proposal specifications, terms and conditions.

Operators failing to provide references shall be deemed non-responsive.

The City may contact some or all of the references provided in order to determine the Proposal performance record on work similar to that described in this Proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained fro them in the evaluation/selection/award process.

Company Name:	Ellie and Charley's Natural Garden
Address:	13736 Elm Ave
City, State, Zip Code:	Patterson, CA 95363
Contact Person:	Charley Fernandez
Telephone Number:	(209) 892-3611
Fax Number:	
Email Address:	charlesfernades9706@comcast.net
Type of Business:	organic produce
Date of Service:	2010-present

Company Name:	Packwood Farms
Address:	15721 Sierra St.
City, State, Zip Code:	Delhi, CA 95315
Contact Person:	Ken Packwood
Telephone Number:	(209) 535-6898
Fax Number:	
Email Address:	kpackwood@wildblue.net
Type of Business:	flowers and eggs
Date of Service:	2013-present

Proposal Operator Name: Turlock Certified Farmers Market

Company Name:	5 Kings Cattle
Address:	6318 S Faith Home Rd
City, State, Zip Code:	Turlock, CA
Contact Person:	Nick King
Telephone Number:	(209) 678-2544
Fax Number:	
Email Address:	5kingscattle@gmail.com
Type of Business:	locally grown grass fed beef
Date of Service:	2015-present

Company Name:	Edith's Gourmet Baking
Address:	400 I St #4
City, State, Zip Code:	Modesto, CA 95351
Contact Person:	George and Ellen Kosmos
Telephone Number:	(209) 522-1220
Fax Number:	
Email Address:	eatediths@aol.com
Type of Business:	bakery
Date of Service:	2010-present

Company Name:	Bava Farms
Address:	2400 Estate Dr
City, State, Zip Code:	Stockton, CA 95209
Contact Person:	John Bava
Telephone Number:	(209) 609-2469
Fax Number:	
Email Address:	farmerphil@sbcglobal.net
Type of Business:	produce
Date of Service:	2010-present

Company Name:	J & J Farm Fresh Produce
Address:	2507 Geer Rd
City, State, Zip Code:	Hughson, CA 95326
Contact Person:	Mireya Ramos
Telephone Number:	(209) 883-4680
Fax Number:	
Email Address:	
Type of Business:	fresh produce
Date of Service:	2010-present

Company Name:	Carnegie Arts Center
Address:	250 N. Broadway
City, State, Zip Code:	Turlock, CA 95380
Contact Person:	Lisa McDermott
Telephone Number:	(209) 632-5761
Fax Number:	
Email Address:	information@carnegieartsturlock.org
Type of Business:	Arts Center
Date of Service:	

Company Name:	The Greenery Nursery
Address:	742 East Olive Avenue
City, State, Zip Code:	Turlock, CA 95380
Contact Person:	Jay DeGraff
Telephone Number:	(209) 632-4214
Fax Number:	
Email Address:	info@greenerynsy.com
Type of Business:	Nursery and Garden Shop
Date of Service:	

Company Name:	Bistro 234
Address:	234 E Main Street
City, State, Zip Code:	Turlock, CA 95380
Contact Person:	Leroy Walker
Telephone Number:	(209) 668-4234
Fax Number:	
Email Address:	
Type of Business:	Restaurant
Date of Service:	

Company Name:	Latif's
Address:	111 N Golden State Blvd
City, State, Zip Code:	Turlock, CA 95380
Contact Person:	Kelly Stevens
Telephone Number:	(209) 634-5351
Fax Number:	
Email Address:	
Type of Business:	Restaurant
Date of Service:	

Company Name:	We Care
Address:	P.O. Box 1291
City, State, Zip Code:	Turlock, CA 95381
Contact Person:	Maris Sturtevant
Telephone Number:	(209) 668-4853
Fax Number:	(209) 668-4854
Email Address:	marisusf@sbcgloval.net
Type of Business:	Non-Profit
Date of Service:	

Proposal Operator Name: Turlock Certified Farmers Market

EXHIBIT "C"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of Certified Farmers Market
Located on City of Turlock Property

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Exceptions, Clarifications, Amendments
List requests for Proposal Clarifications, exceptions and amendments below, if any, sign and submit with your Proposal response.

Attachement	Reference To:		Description
	Page No.	Paragraph No.	
Exeptions			Terms of Service
C-1	1	1	Map of Broadway
C-2	1	1	Map of Main Street
C-3	4	1	Articles from Modesto Bee & Turlock Journal
C-4	4	6	Jeani Ferrari CSU Stanislaus Certificate
C-5	6	5	Bylaws
C-6	6	6	Examples of Posters & Email Updates
C-7	6	7	Examples of Advertisements
C-8	7	3	Logo
C-9	8	5	Farmers Market Economic Analysis
C-10	8	1	Special Market Events
C-11	8	2	501(c)3 Narrative
C-12	8	7	Budget and 990 Verification
C-13	8	8	List of Farmers' Market Vendors
C-14	9	2	Market Rules
C-15	9	4	Senior Farmers Market Nutrition Program
C-16	9	4	Sponsor Letter from CSU Stanislaus
C-17	10	5	Certified Market Designation

Proposal Operator Name: Turlock Certified Farmers Market

TERMS OF SERVICE

1. Amend the Agreement as follows:

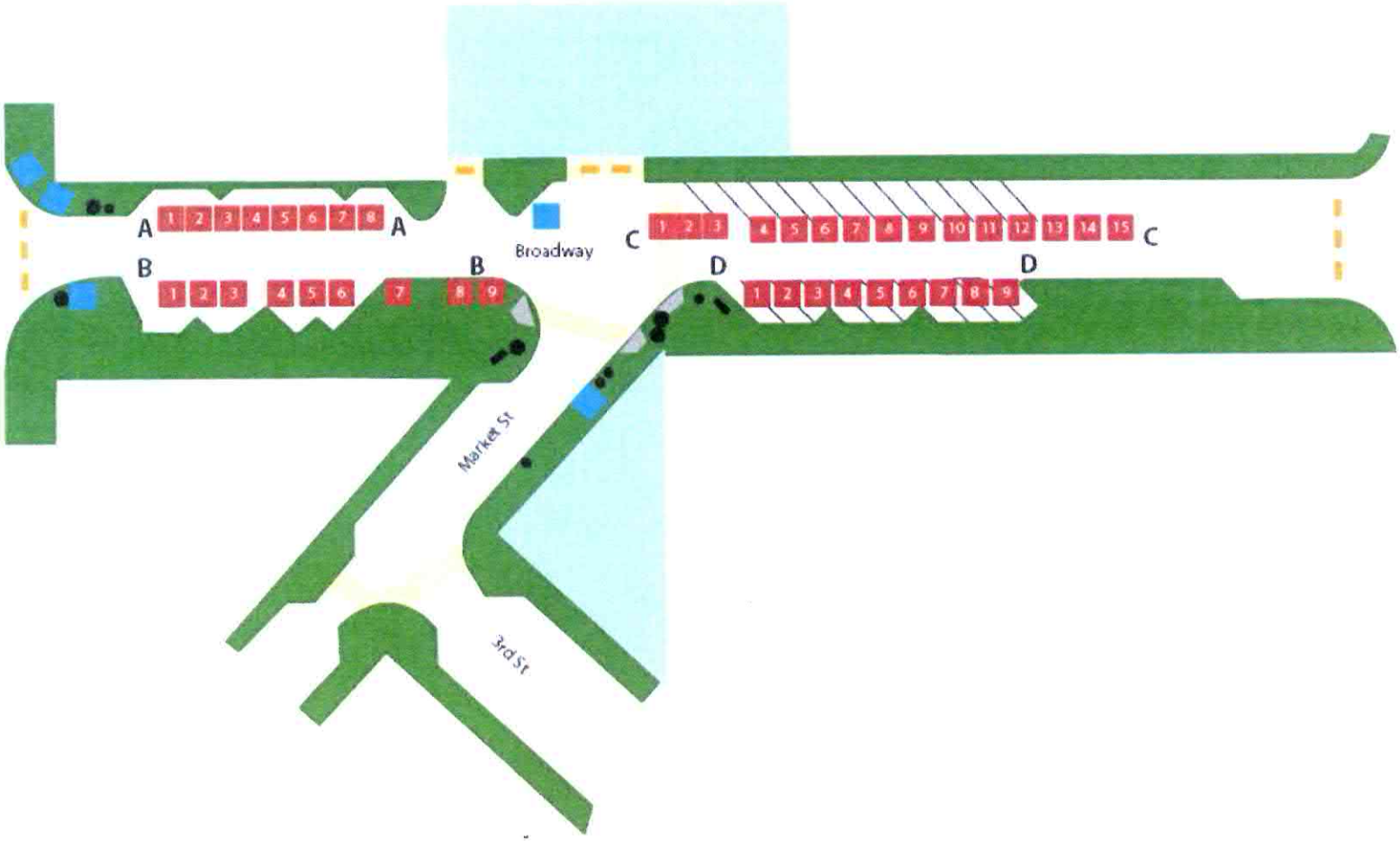
2.2.6 Termination of Contract. Due to Turlock Certified Farmers Market's commitment to growers who have dedicated their crop to the certified farmers' market, this Agreement may not be revoked except upon ninety (90) days' advanced written notice to the TCFM and in such event the TCFM shall have the full right to complete and submit an appeal of the revocation and be heard within fifteen (15) days to the City of Turlock. In the event the city of Turlock terminates this Agreement without the consent of TCFM, the city of Turlock agrees that termination is based upon good cause such as TCFM's default of any substantial terms of this Agreement, fraud or serious mismanagement which breaches the City of Turlock has brought to TCFM's attention and TCFM has had reasonable opportunity to cure. If TCFM defaults, the City of Turlock has a right to terminate this Agreement.

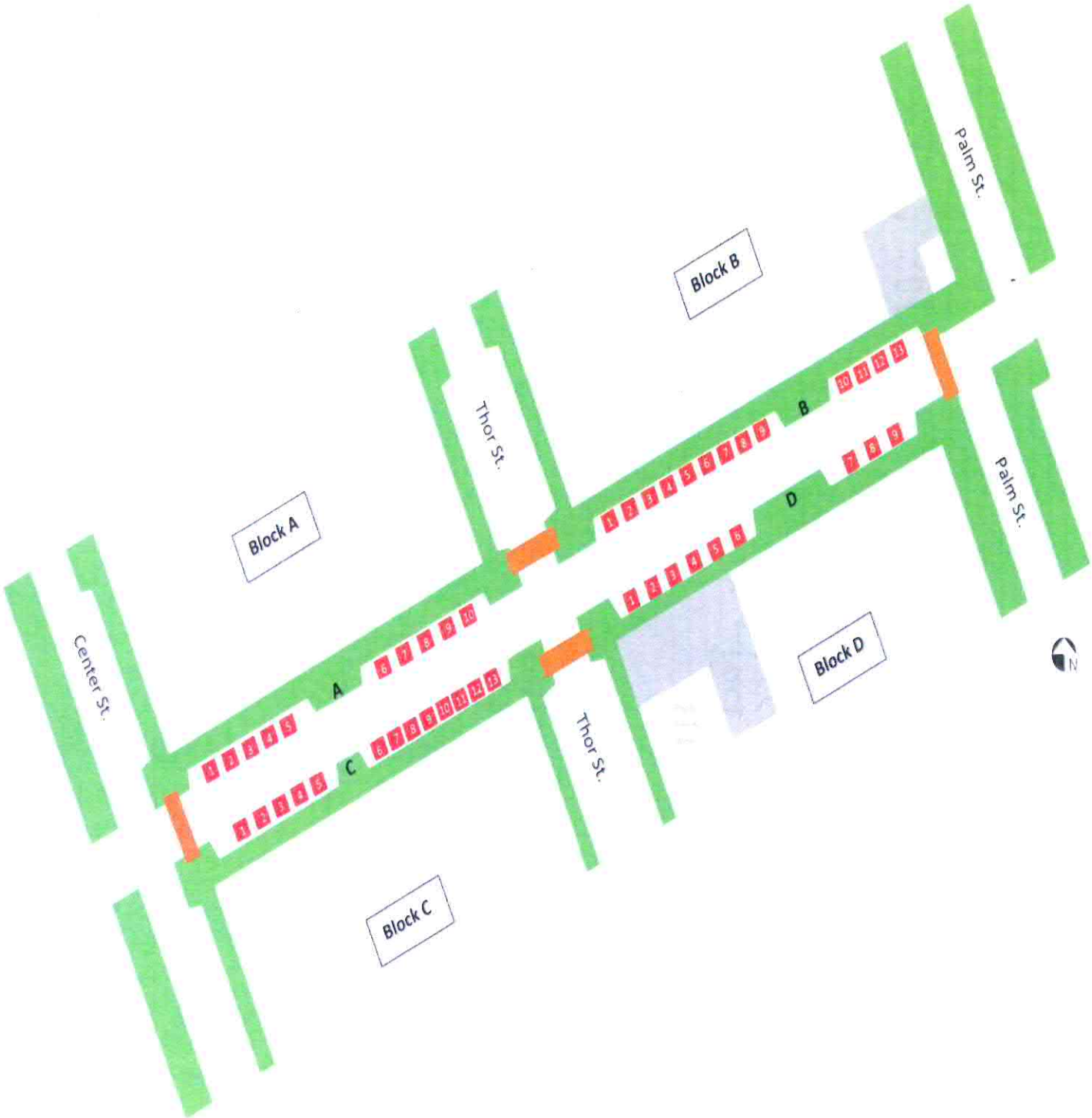
2. Disclose potential conflicts of interest:
There are no potential conflicts of interest: past or ongoing.

3. TCFM agrees that if selected, the market will operate within the directions of the agreement.

C-1 Map of Broadway

Vendor Map - Broadway





C-2 Map of Main Street

C-3 Articles from Modesto Bee & Turlock Journal

Local News

Around the Region **B2**
Money & Markets **B5**
Obituaries **B6**

Japanese all a-Twitter, with millions keeping up the 'mumble' online. **Page B6**

turday, June 19, 2010 | The Modesto Bee | modbee.com

News & Notes

CSUS PALIN EVENT OPEN TO THE MEDIA

Officials at California State University, Stanislaus said Friday that next week's appearance by Sarah Palin will be open to the media. The former GOP vice presidential candidate will be on campus for a fund-raiser sponsored by

Farmers market work 'paying off,' say vendors

Dawn Burkhardt of DePalma Farms offers samples at the Turlock farmers market Friday morning.

PATTY GUERRA/ pguerra@ modbee.com

BY PATTY GUERRA
pguerra@modbee.com

TURLOCK — After fits and starts, it seems the city's most recent attempt at establishing a farmers market is a success.

"They did it right," said Dawn Burkhardt of DePalma Farms, who was selling nectarines and peaches Friday morning. "All their work is really paying off."

Turlock hasn't had a farmers market since a 2004 effort to run a Saturday morning event with a gourmet theme failed to draw enough of a crowd or vendors to sustain it.

The city hasn't been able to recapture the success of a Thursday evening market held in the 1990s. It took up most of Main Street downtown and brought in large crowds. Occasionally, the crowds attracted gang violence.

The market moved in 1998 during downtown renovations that widened streets and sidewalks and laid new sewer and water lines. Crowds dwindled and it closed two years later.

The new market, which opened May 7, was several months in the making. Students in an executive master's of business administration program at California State University, Stanislaus, adopted the project. A board of directors was formed and

SEE PAGE **B-2, MARKET**

MARKET: Businesses see downtown crowd balloon

CONTINUED FROM B-1

the research project became reality.

Members called on potential vendors and visited other markets to find the best day to hold one in Turlock, settling on Fridays from 8 a.m. to 1 p.m.

"They really did a lot of research," Burkhardt said. "You can't just say, 'Great, let's have a farmers market' and make it work."

She said that although there are plenty of markets Saturdays and Sundays and some on Friday afternoons, the morning worked for a number of farmers and other vendors.

About 20 booths line Broadway on both sides of Main Street for the market; if there are too many farmers selling the same thing, profits are diluted and it discourages them from coming back, Burkhardt said.

Lots of potential

Ann Piccirillo was doing a brisk business selling her Athena's Gifts olive oil, which comes from a Gustine orchard. Piccirillo and her husband have been selling their oil at farmers markets and through specialty stores since 2004.

"It's got a lot of potential," she said of the Turlock market. "It's a quality place for people to come, and they're more interested in local produce."

Business owners are excited about the crowds the market is bringing downtown, which has suffered from the closures of several longtime stores.

Restaurants have opened booths, with organizers encouraging nearby workers and residents to "Meet Me at the Market" for lunch.

"It's been a tremendous success," said Jen Kubala, owner of Ritzy Rags n' Things, an antique and consignment store. "We've had a lot more people come in on Fridays, and on other days. They said they didn't realize we were here."

The market is a big draw for families looking for something to do, Kubala said, and she hopes that the crowds it attracts helps bring more businesses to the area.

Customer Stephanie Marquez is happy to have so many fresh produce choices.

A Fresno native, the CSU, Stanislaus, student is used to the large market there.

"This is smaller, but the fruit tastes wonderful," she said. "I'm excited they have one now."

Bee staff writer Patty Guerra can be reached at pguerra@modbee.com or 578-2343. Follow her at www.twitter.com/turlocknow.

FEES: Few projects in line

CONTINUED FROM B-1

overpass modification and the $7 million Faith Home River Crossing are "beyond the 20-year time horizon" of the fee schedule, according to a staff report.

In the case of the bridge, Modesto and Riverbank have dropped their plans to build their portions, Gebhadt said with a small grin. "We didn't think building half a bridge would be worthwhile."

The drop in land value was the key change, Gebhadt said, because it affects most infrastructure costs for the city. "We need to have prices reflective of the cost at this time and calculated so we will have adequate money."

a few small projects pending in Ceres. One is a planned Rite Aid store.

Other cities in Stanislaus County are considering reducing their building fees. Modesto is one of them. It's awaiting recommendations from a committee the City Council charged with reviewing development fees.

The fees adopted at Monday night's Ceres City Council meeting included:

- Single-family home: $20,520, reduced $4,778 or 19 percent
- Office space: $8,089 per 1,000 square feet, down $2,250, or 22 percent
- Commercial: $11,026 per 1,000 square feet, down $2,913,

Print This Article

Farmers market ends season; vendors seek change to Saturday

Alysson Aredas
aaredas@turlockjournal.com
October 24, 2014

Friday marked the end of this year's season for the Turlock Certified Farmers Market and even though vendors spent the end of the day packing up what was left of their produce, market manager Derek Griffin is already planning next year's market.

"Next year, I want to implement cooking demos, art days, chili cook-offs, and more themed markets," said Griffin. "However, I want to stick to what brought us so much success this year and continue doing the things that bring people to the market."

According to Griffin, this year's market was by far the most successful and held over 40 vendors at its peak during the summer. The manager credits additional revenue to elements such as the market's acceptance of Electronic Benefit Transfer (food stamps) and their newly awarded nonprofit status.

Despite their popularity among locals that frequented the farmers market, Ellie and Charley Fernandez of Ellie and Charley's Natural Garden are still in the talks of returning next year. Having been a vendor with the market since it began, the organic farmers are asking TCFM to consider making the transition to a Saturday market instead.

Based in Patterson, both Ellie and Charley Fernandez believe that they are not reaching as many consumers as they could due to the current market schedule. The market, which takes place on Fridays from 8 a.m. to 1 p.m., is often inaccessible to community members who have work or academic obligations.

"At the end of the day, we always have a lot of excess produce," said Charley Fernandez. "If you just look at the streets, you can see that they are mostly empty. I know a lot of people can't make it to a Friday market."

As market manager, Griffin has heard the organic farmers' concerns loud and clear and plans to survey all of the market's vendors to determine how many can or cannot make it to a Saturday market.

According to Griffin, a number of his vendors go to the Bay Area on Saturdays to sell their products, and as a result would not be able to make it to TCFM if the day

was changed from Friday.

"We're aware that a lot of members from the Turlock community want to move the market to Saturday," said Griffin. "However, I cannot make the decision. All I can do is present information to the Board and leave it to them to decide."

http://www.turlockjournal.com/archives/27780/

Print This Article

Farmers' market moves to E. Main Street

Kristina Hacker
khacker@turlockjournal.com
March 26, 2015

More change is coming to the Turlock Certified Farmers' Market this season. Not only will the farmers' market move from Friday mornings to Saturday mornings this season, but it will also move location.

Since its return to Turlock in 2010, the market has been located on S. Broadway between Market Street and Olive Avenue. Starting this season, the market will move just down the street to E. Main between Center and Palm streets.

According to Turlock Farmers Market Manager Derek Griffin, the move was a collaborative effort between the market, the Turlock Downtown Property Owners Association and the City of Turlock.

"We're moving back to the original location on Main Street," said Griffin. "It was the best location with the most room to grow."

Griffin said the farmers' market committee reached out to the businesses along E. Main Street that would be affected by the move before the final decision was made.

Although the owners La Mo Cafe — located at 310 E. Main — have been frequent customers of the Turlock Farmers' Market purchasing fresh produce and bread from the market for use in their downtown restaurant, they were initially tentative about supporting the move of the market to their end of Main Street.

According to La Mo co-owner Hillary Smith, the farmers' market committee really listened to the business owners' concerns and tried to mitigate any negative outcomes. Now, La Mo is fully behind the move.

"We are really excited and we think it's great for downtown," said Smith. "We're a little worried about traffic, but hopefully it'll be worth it."

Smith said she is also looking forward to literally stepping out the front door of the restaurant to purchase locally grown items for use that day.

The farmers' market will return this season with "quite a few new vendors," said Griffin.

A few of those newcomers to the market will include a Latif's pie booth, a milk

vendor and locally made goat cheese. Along with new vendors, the market will feature more themed days, food demonstrations and a chili cook-off in the fall.

The Turlock Certified Farmers Market will run from 8 a.m. to 1 p.m. on Saturdays starting May 2 and running through October.

http://www.turlockjournal.com/archives/28916/

C-4 Jeani Ferrari CSU Stanislaus Certificate

California State University | Stanislaus

President's Honor Roll
Community Partner Award

The Office of Service Learning at
CSU Stanislaus hereby recognizes and congratulates

Ms. Jeani Ferrari
Founding Member Turlock Farmers Market

In sincere appreciation for your extraordinary and exemplary community service contributions that assist faculty, students, and staff of CSU Stanislaus in addressing critical community needs.

The Office of Service Learning
California State University, Stanislaus
May 14, 2012

THE PRESIDENT'S HONOR ROLL HIGHER EDUCATION COMMUNITY SERVICE

Bylaws and Rules – Revision 3.4.16

ARTICLE I - Name

The name of the Corporation is the "Turlock Certified Farmers Market, Inc." and may be referred to in these bylaws as the "Corporation."

ARTICLE II - Purpose & Objectives

Section 1. The Turlock Certified Farmers Market provides the community of Turlock and the surrounding areas with a venue to connect with local farmers and agricultural product producers which encourages a deeper connection of where our food comes from, provides access to locally-grown, fresh, and healthy produce/food items, and educates about the agricultural products that are local to our area.

Section 2. To achieve this mission, the Corporation shall do the following: The market will provide a location and a venue where fresh, locally grown produce from local farms are available to the public, along with local artisan products and baked goods. In addition, we will provide educational opportunities about health, nutrition, and common local agricultural practices.

a. To establish and operate a farmers market for the purpose of providing a venue for local farmers and artisans to sell their produce and other products. Though the majority of the farmers and other vendors come from a distance of less than 50 miles from our market, and TCFM has defined "local" as 50 miles or less, TCFM allows for vendors originating from a greater distance as long as the product they sell is not offered for sale by TCFM's local growers or vendors.

b. To partner with local educational institutions, pre-school, K-12, and the local colleges and universities, to provide a venue where children of all ages can learn about local agricultural practices, the importance of local food, and healthy eating.

c. To partner with community service organizations such as senior citizen organizations, the Women, Infants, and Children (WIC) program, and the Supplemental Nutrition Assistance Program (SNAP) and give participants of those programs access to locally produced, fresh produce.

d. To work with the Stanislaus County Agricultural Extension Office at the University of California Cooperative Extension and similar organizations to promote the production of California fresh produce and horticultural products in Stanislaus County.

e. To operate a farmers market in Turlock's historic downtown district, to assist in place making, and creating an environment of community cohesion.

e. To organize and/or participate in those activities that, in conjunction with the operation of a farmers market, will serve to encourage improved economic health and vitality of the local community.

f. To promote healthy living through physical activities such as walking and biking to and from the market, as well as educational booths that encourage an active lifestyle.

g. Organize and/or participate in those activities that will serve to further the Corporation's mission.

h. Conduct research necessary to further the development of the farmers market.

i. Solicit and receive fund, gifts, endowments, donations, devises and bequests to further the mission of the Corporation.

j. Lease and/or purchase property necessary to further the mission of the Corporation.

Section 3. It is hereby provided that the said purposes are not intended to limit or restrict in any manner the powers or purposes of this corporation to any extent permitted by law, nor shall the expression of one thing be deemed to exclude another although it be of like nature.

Section 4. The Corporation is organized exclusively for public purposes as a not-for-profit corporation. Its activities shall be conducted in such a manner that no part of its net earnings will inure to the benefit of any member, director, officer or individual. In addition, the Corporation shall be authorized to exercise the powers permitted not-for-profit corporations under Chapter XIV of the California Statutes as now exists or is subsequently amended or superseded provided, however, the furtherance of the exempt purpose for which it has been

organized is as described in Section 501 (c)(3) of the Internal Revenue Code or any amendments or additions thereto.

Section 5. The Corporation shall be nonsectarian and non-partisan.

ARTICLE III - Membership

Section 1. Any person interested in and who supports the purpose and objectives of the Corporation shall be eligible for membership.

Section 2. The membership of the Corporation shall be representative of a broad cross section of the community that it serves, including but not limited to representatives from business, farmers/growers, government, horticulture, and education

Section 3. Criteria for membership may be from time-to-time established by the Corporation Board of Directors.

ARTICLE IV - Board of Directors

Section 1. Except as otherwise provided for by law, by the Articles of Incorporation, or these bylaws, the Board of Directors shall exercise the powers of the Corporation, conduct its business affairs, and control its property. The Board is also expressly authorized to make appropriate delegations of authority through management agreements.

Section 2. The Board of Directors shall assume responsibility for setting goals of the corporation, reviewing and approving the Corporation's operational and strategic plans, and evaluating operational and strategic performance. No acquisitions or divestitures shall occur without prior approval of the Board.

Section 3. The Corporation Board of Directors shall be composed of nine (9) voting members.

Section 4. Nine (9) members shall be elected each year to serve a two year term, with 4 members up for re nomination during odd years and five members up for re nomination during even years.

a. By January 30 of each fiscal year, the Board of Directors will appoint a Nominating Committee, which will be composed of not fewer than three (3) and not more than five (5) persons. Persons who might be considered to serve in one of the five (5) available Board positions may not be a member of the Nominating Committee.

b. By October 31 of each fiscal year, the Nominating Committee will present a slate of candidates numbering not fewer than three (3) and not more than ten (10) persons who are eligible to serve based on membership requirements found in ARTICLE III and who have expressed their commitment to serve as a member of the Board of Directors. In the preparation of the slate, the Nominating Committee shall consider the future composition of the Board of Directors for the purpose of having representation for a broad cross section of the community, which the Corporation serves.

c. By November 30 of each fiscal year, the Board of Directors will elect or appoint any vacant board position.

d. Those elected will begin their service on the January 1 that immediately follows their election.

e. A Board member may not serve more than three (3) consecutive two-year terms.

Section 5. The Board of Directors shall establish attendance, participation and/or ethical standards, and may from time-to-time amend same, by which Officers and Directors will have to adhere to maintain their membership on the board.

Section 6. The Board of Directors may fill an unexpired term of an Officer or Director by a vote of fifty percent (50%0 plus one (1) of the Directors in attendance of a meeting at which a quorum is present.

Section 7. A quorum of the Board of Directors will be constituted with the presence of fifty (50%) percent plus one (1) of the Board positions that are filled at the time of a meeting for which proper notice has been served.

Section 8. Notice of a Board of Directors meeting is to occur by written correspondence or email and is to be received no less than three (3) days prior to the meeting.

ARTICLE V - Executive Committee

Section 1. The Corporation Executive Committee shall have the full authority to act on behalf of the Corporation Board of Directors if action is required in a time which is insufficient to meet the notice requirement for calling a meeting of the Board of Directors, as found in ARTICLE IV, Section 8 of these bylaws. Otherwise, the Executive Committee shall act as an advisory, recommending body or in other capacities as may be determined by the Board of Directors. Actions taken by the Executive Committee on behalf of the Corporation shall be made known to the Board of Directors within three (3) days from which the action was taken.

Section 2. The Corporation Executive Committee shall be composed of the following persons: Chairperson, Vice-Chairperson, Treasurer, Secretary and one (1) at-large member of the Board of Directors.

Section 3. The Board of Directors shall conduct an election to determine the Executive Committee members for the upcoming fiscal year during the period of time that immediately follows the annual election of Directors and the beginning of the new fiscal year on January 1.

Section 4. Persons eligible to serve on the Executive Committee must meet the membership requirements found in ARTICLE III of these bylaws and serves as a member of the Board of Directors.

Section 5. A quorum of an Executive Committee meeting will be constituted with the presence of fifty (50%) percent plus one (1) of the Executive Committee members of which one (1) must be the Chair person or Vice-Chairperson.

ARTICLE VI - Officers

Section 1. The Officers of the Corporation shall be the Chairperson, Vice-Chairperson, Treasurer and Secretary.

Section 2. Officers shall serve one (1) year terms and may not serve more than two (2) consecutive terms in any one position.

Section 3. It shall be the responsibility of the Chairperson to call and conduct all meetings of the Corporation Board of Directors and Executive Committee. The Chairperson will appoint, subject to the approval of the Board of Directors, the chairpersons of all Corporation committees. The Chairperson shall be the principal spokesperson for the Corporation and shall represent it at those programs and activities at which the Corporation s to have representation.

Section 4. The Vice-Chairperson shall preside at meetings upon the absence of the Chairperson and shall assure the duties of the Chairperson upon his/her inability to fulfill the duties of this/her office as determined by the Board of Directors. The Vice-Chairperson shall serve as the Corporation's parliamentarian and shall be responsible to the Corporation to insure that the Corporations business is conducted in an orderly fashion. Unless otherwise determined, meetings of the Corporation shall be conducted in accordance with Robert's Rules of Order.

Section 5. The Treasurer shall be responsible for providing a regular accounting of the Corporation moneys and financial transactions. The Treasurer shall be responsible for the prudent management of the Corporation moneys and for making the financial transactions necessary to conduct the business of the Corporation.

Section 6. The Secretary shall be responsible for notifying the members of the Board of Directors and Executive Committee of upcoming meetings. The Secretary shall be responsible for recording the actions taken by the Board of Directors and Executive Committee at their meetings. The Secretary shall be responsible for distributing correspondence and other information/material as may be necessary to conduct the business of the Corporation.

ARTICLE VII - Committees

Section 1. The Corporation Board of Directors shall from time-to-time for m those committees deemed to be necessary to conduct the business of the Corporation.

Section 2. Persons to serve as a Committee Chairperson shall be members of the Board of Directors. Committee Chairperson shall serve as result of an appointment by the Corporation Chairperson and approval of the Board of Directors.

Section 3. Persons interested in serving as a member of a Corporation Committee shall be eligible to serve upon meeting the membership requirements found in ARTICLE III of these bylaws. It is not necessary for such persons to be a member of the Board of Directors.

ARTICLE VIII - Staff Services

The Board of Directors may from time-to-time engage an individual or organization to provide staff services to the Corporation. The Board will provide those so engaged with a scope of work, reasonable compensation, and periodic (not to be less frequent than once every twelve (12) months) evaluation of the efforts to accomplish the scope of work.

ARTICLE IX - Finances

Section 1. The Corporation shall use its funds only to accomplish the purpose and objective specified in these bylaws, and no part of said funds shall inure to the benefit of nor be distributed to the members of the Corporation.

Section 2. The Corporation shall have a fiscal year beginning January 1 and ending December 31 of each calendar year.

Section 3. All moneys received by the Corporation shall be deposited to the credit of the Corporation in such financial institution or institutions as designated by the Board of Directors.

Section 4. The solicitation of funds shall not be authorized without prior approval of the Board of Directors.

Section 5. No obligation of expenses shall be incurred an and no money appropriated without prior approval of the Board of Directors.

Section 6. Upon approval of an annual budget, the Treasurer or other persons as authorized by the Board of Directors shall have the authority to make disbursements on accounts and expenses proved for in the budget without additional approval of the Board of Directors.

Section 7. Disbursements shall be made by check signed by the Treasurer and one other Officer.

Section 8. The Board of Directors may from time-to-time cause an audit to be conducted of the Corporation's books and accounts. Such audits are to be conducted by a certified public accountant, and upon its completion, the audit report shall be presented to the Board of Directors.

ARTICLE X - Dissolution

Upon dissolution of the Corporation, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, education, scientific, or philanthropic organization as selected by the Board of Directors.

ARTICLE XI - Indemnification

Each elected or appointed Director or Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or the settlement of any proceeding to which he/she may be a party or may be involved by reason of his/her being or having been a Director or Officer of the Corporation, whether or not he/she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

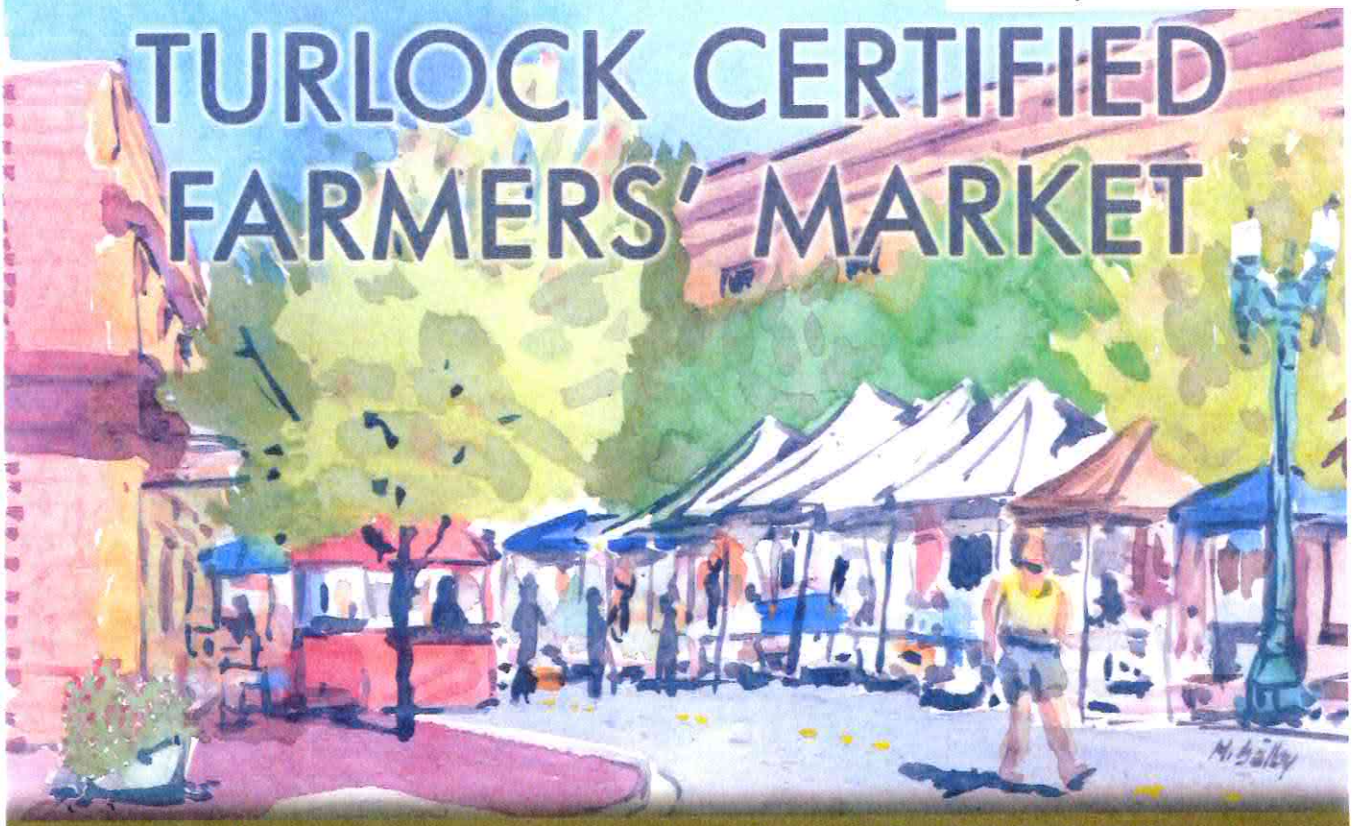
ARTICLE XII - Waiver of Notice

Whenever any notice is required to be given under the provision of California Statute, Article of Incorporation or these bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the same stated therein, shall be deemed equivalent to the giving of such notice where such waiver is permitted by California law. All waivers shall be filed with the Corporation records or shall be made a part of the minutes of the relevant meeting.

ARTICLE XIII - Amendments

These bylaws may be amended, altered, repealed or adopted by a 2/3 vote of the Board of Directors at a meeting for which proper notice has been provided.

TURLOCK CERTIFIED FARMERS' MARKET



EVERY FRIDAY: MAY - OCTOBER
8:00AM - 1:00PM
DOWNTOWN- MAIN ST. & BROADWAY

FARMERS MARKET
TURLOCK

Fruits, Vegetables, Jams, Coffee,
Baked Goods, Lunch & More

Plus 4 Night Markets!
Jun 8th ★ Jul 6th ★ Sep 7th ★ Oct 26th

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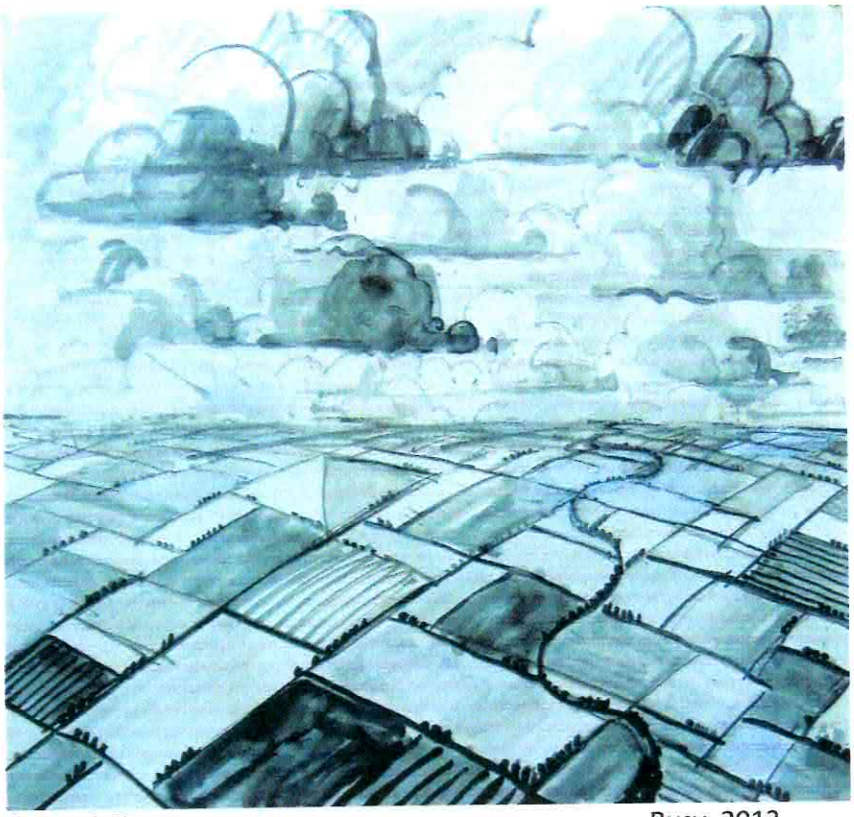
Art at the Market



John Karl Claes Busy, 2013

Guided Art Walking tours starting at the Farmer's Market and ending at Carnegie Art Center

June 28th at 9:00, 10:00, and 11:00

Don't miss out on the last weekend of the Spring Juried Art Show with trained docents taking you through the exhibit

Art Activity for children ages 4-12 at the Carnegie Art Center from 9:00 to 12:30

Gmail

Derek Griffin <turlockmarket@gmail.com>

Turlock Farmers' Market September 5th, 2014

1 message

Wed, Mar 2, 2016 at 11:19 AM

ɔck Certified Farmers' Market <derek@turlockmarket.org>
Reply-To: derek@turlockmarket.org
To: turlockmarket@gmail.com

FARMERS MARKET TURLOCK

THIS WEEK'S ACTIVITIES

Solar City will be at the Market to answer your questions about solar energy for your home.

Ride your bike to the market...bike parking available while you shop.

Night market from 5:00 to 8:00pm

Cal State Stanislaus Night at the Market, two live bands, kids activities,wine tasting, lots of food and fun for everyone!

All of your friends will be there!

Live music in the evening by Red Pony!

Come meet CSUS in Downtown Turlock!!

Day Markets every Friday - 8:00am - 1:00pm with live music every afternoon.

Mark your calendars....meet the Candidates at the market is September 12th !

Join US

There are opportunities still available for additional vendors and sponsors. If you or someone you know is interested in being a part of the market please contact us today... simply reply to this email or click here: derek@turlockmarket.org

We are conveniently located in Downtown Turlock on Broadway near City Hall. The market runs every Friday, 8:00AM - 1:00PM.

Connect With Us

Join us Every Friday 8am-1pm. May 2 - Oct. 24. Night Markets, June 13, Sept. 5th and Oct. 24th, 5:00 - 8:00pm.

Downtown- South Broadway between West Main and A Streets
www.turlockmarket.org
www.facebook.com/turlockmarket

Gmail

Derek Griffin <turlockmarket@gmail.com>

Turlock Farmers' Market Kids Day August 1st, 2014

1 message

ock Certified Farmers' Market <derek@turlockmarket.org> Wed, Mar 2, 2016 at 11:21 AM
eply-To: derek@turlockmarket.org
To: turlockmarket@gmail.com

FARMERS MARKET TURLOCK

Celebrate summer fun every Friday at the Turlock Farmers' Market.

Hurray, it's kids day at the market this week. Family fun for everyone!

THIS WEEK'S ACTIVITIES

Day Markets every Friday - 8:00am - 1:00pm with live music every afternoon.

Mark your calendars...Cal State Stanislaus Night at the Market is September 5th

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We are conveniently located in Downtown Turlock on Broadway near City Hall. The market runs every Friday, 8:00AM - 1:00PM.

Connect With Us

Join us Every Friday 8am-1pm, May 2 - Oct. 24. Night Markets: June 13, Sept. 5th and Oct. 24th, 5:00 - 8:00pm.

Downtown- South Broadway between West Main and A Streets
www.turlockmarket.org
www.facebook.com/turlockmarket

READERS' CHOICE WINNER 2015
209 MAGAZINE
BEST of 209
2015
presented to
Turlock Certified Farmers Market
BEST FARMERS MARKET
Hank Vander Veen
Publisher of 209 Magazine
Morris Newspaper Corporation of CA
MNC

READERS' CHOICE

THE BEST of EVERYTHING IN TURLOCK

as chosen by the Turlock Journal readers

2011

READERS' CHOICE

TURLOCK JOURNAL

Congratulations to

Farmers Market

COMMUNITY EVENTS/ACTIVITIES

for providing the community with outstanding service and your commitment to excellence.

Congratulations

Kristi Massey, General Manager

Farmers Markets Are a Great Way to Support Local Agriculture

Ceres School Farm Market Stands
LOCATION: Elementary Schools in Ceres Unified School District
DAYS & TIME: Day Varies by school site. All are from 2pm - 6pm
CONTACT: (209) 541-0101
mlperez@centerforhealthyfamilies.org
www.centerforhealthyfamilies.org

Inter-Faith Ministries Mobile Farmers Market
LOCATION: Mobile – Bringing fresh produceto underserved areas
DAYS & TIME: Day and time varies by site
CONTACT: (209) 572-3117
www.feedmodesto.org

Modesto Certified Farmers Market
LOCATION: Downtown Modesto on 16th Street between H Street and I Streets
DAYS & TIME: Thurs and Sat, 7am – 1pm
CONTACT: (209) 605-8536
modestocfm@gmail.com
www.modestocfm.com

Oakdale Public Market
LOCATION: Bianchi Plaza, 2nd & 3rd Streets
DAYS & TIME: Wednesdays, 5pm - 8:30pm
CONTACT: (209) 484-5492
oakdaletourism@gmail.com

Turlock Certified Farmers Market
LOCATION: Downtown Turlock
DAYS & TIME: Saturdays, 8am - 1pm
CONTACT: (209) 225-8177
derek@turlockmarket.org
www.turlockmarket.org

True Value Patterson Certified Farmers Market
LOCATION: Parking lot of True Value Shopping Center, 1040 W Las Palmas, Patterson
DAYS & TIME: Wednesdays, 4pm - 8pm
CONTACT: (209) 485-2323
sunblest4u@aol.com

Concert in the Park- Family Night Out at Farmers Market
LOCATION: Riverbank Community Park, Corner of Santa Fe and 7th Street
DAYS & TIME: Wednesdays, 5pm - 8pm
CONTACT: (209) 869-4541
info@riverbankchamber.org
www.riverbankchamber.org

Community Supported Agriculture
3 Acre Farms, (209) 669-3276
Lucky #19 Ranch, info@lucky19ranch.com
West Modesto CSA, (209) 581-2274

SUPPORT OUR STANISLAUS COUNTY PRODUCERS & PRESERVE OUR AGRICULTURAL HERITAGE

4TH ANNUAL FALL FEST

Trick or Treat Candy
at all booths

All booths will be lit up
Lot's of pumpkins
Ukulele Fun Strummer Band
Ballet Folklorico Dancers

Tonight, 10/25
5:00pm - 8:00pm
at the Turlock Farmers Market

5TH ANNUAL HARVEST FESTIVAL

TONIGHT

AT THE FARMERS MARKET

5 PM - 8 PM

Don't Miss Out on the Final Night Market of the Season!

Live Entertainment

Live Music by Red Dog Ash

Dancing by Fantazia STARFIRE Studios

Special Beer & Wine Booth

Heritage Oak Winery

Dust Bowl Brewing Co.

TRICK OR TREAT

ALL BOOTHS WILL BE LIT UP AND HANDING OUT CANDY
AND THERE WILL BE FACE PAINTING AS WELL.

So Come Join us for the 5th Annual Harvest Festival at the Farmers Market for Live Music, Food, Trick or Treating and FUN for EVERYONE at Main and Broadway!

KIDS DAY
At The
MARKET
2014
THIS FRIDAY
AUGUST 1ST

At the Turlock Certified Farmers Market

Face Painting, Petting Zoo, Cruzin Critters and Story Time from the Turlock Public Library!

Come explore a fire truck & Police Car

Hug your Favorite Mascots!

Go local - Go Fresh - Stock up on all your favorite summer fruit and veggies!

We now accept E.B.T.

FARMERS MARKET TURLOCK

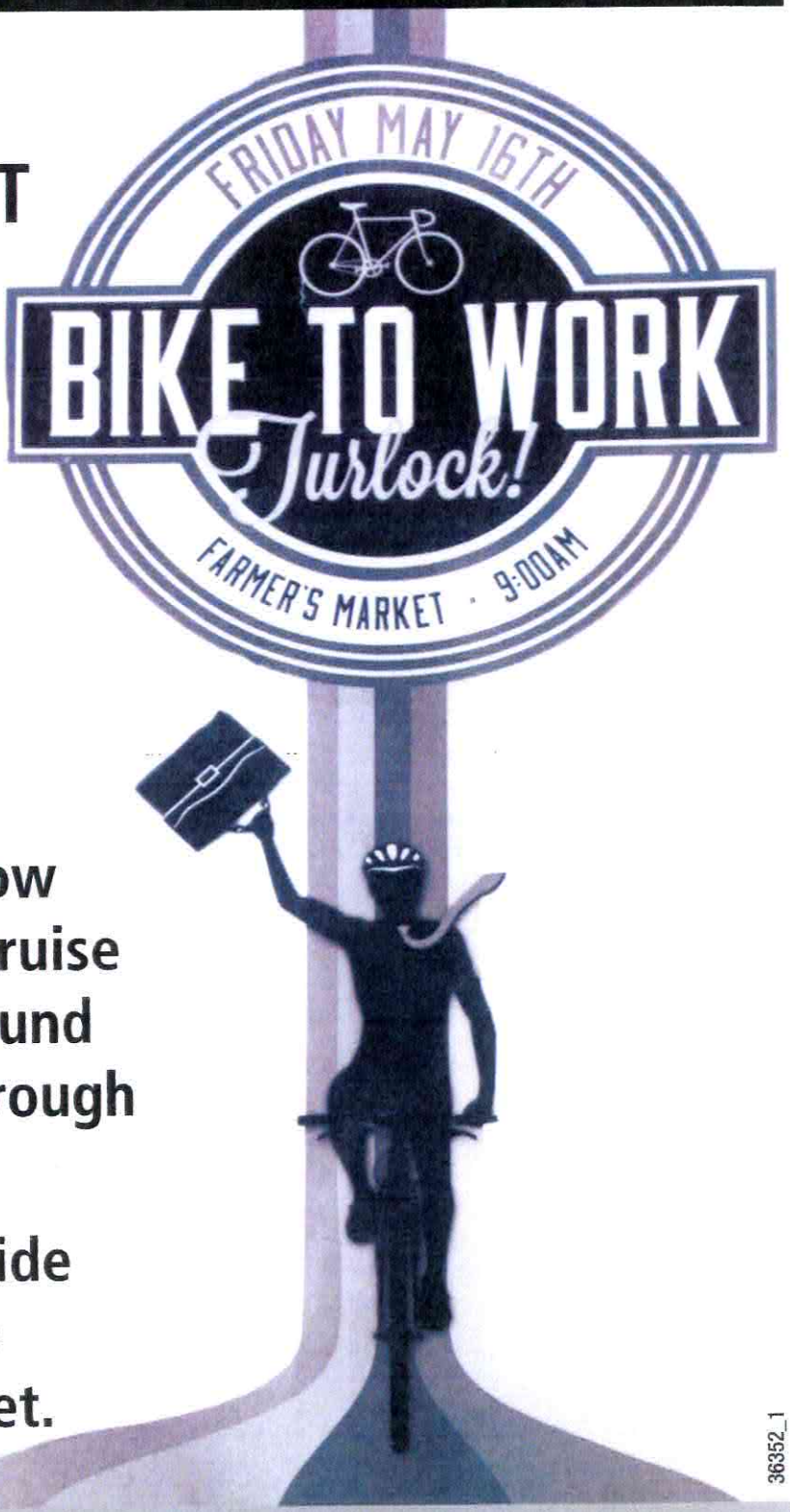
VIST US AT:

WWW.TURLOCKMARKET.ORG ■ FACEBOOK.COM/TURLOCKMARKET

DON'T MISS THE FARMERS MARKET COMMUNITY BIKE RIDE

THIS FRIDAY!

FARMERS MARKET TURLOCK



Get to know your fellow Turlockers while you cruise at a leisurely pace around this fun 4 mile ride through Turlock.

The community bike ride starts and ends at the Turlock Farmers Market.

36352_1

When: Friday, May 16th
Time: 9:00am
Secured valet bike parking provided while you shop at the market!

TURLOCK FARMERS MARKET

Regular market vendors will be joined by 14 extra booths from various CSUS departments!

FARMERS MARKET TURLOCK

CSU STANISLAUS...

NIGHT AT THE TURLOCK FARMERS MARKET

Friday, September 6th • 5pm – 8pm

TWO LIVE BANDS

University Jazz Band & Red Pony

WEAR YOUR UNIVERSITY COLORS, BRING YOUR FOLDING CHAIRS AND JOIN US FOR AN EVENING OF MUSIC, FOOD, CRAFTS AND COMMUNITY!

SHOW YOUR CSUS STUDENT I.D. AT THESE DOWNTOWN MERCHANTS FOR SPECIAL DISCOUNTS

MY THING BEAD • HANNAH'S BOUTIQUE • LE CREME BOUTIQUE • SIMPLY BLINGED • AMERICAN MALE • TURLOCK FLOWER • LISA'S COOKIE JAR • UNIVERSAL JEWELERS • RITZY RAGZ • THORESEN'S NUMISMATICS • DEVON MILES • RED BRICK

FREE MARKET BUCKS TO FIRST 50 STUDENTS WHO COME TO THE INFO BOOTH AND SIGN UP FOR THE MARKET NEWSLETTER

Visit us online at www.turlockmarket.org and facebook.com/turlockmarket

MARKET SEASON IS HERE!

FARMERS MARKET TURLOCK

OPEN MAY 2

EVERY SATURDAY
from 8am-1pm
Downtown Turlock on East Main Street

WE ACCEPT EBT

Seasonal

produce, fresh food with local ingredients, and unique hand-crafted items

This year will feature new vendors and more **music and entertainment!**

ALWAYS Fresh Local

www.turlockmarket.org

Always Local

Turlock has a rich history of agricultural diversity. Locally grown crops and livestock are a pride of California and renowned throughout the world. More than 90% of California farms are family farms, where over 400 different crops are grown. The Turlock Certified Farmers' Market (TCFM) has been proud to feature some of the best the Valley has to offer to the local community for 5 seasons.

Each season the market features a wide variety of unique vendors with a vast product offering. The TCFM has been an invaluable asset to many vendors and their families by supporting their livelihood through a time where it was often difficult to find opportunities. With only a few exceptions, all these vendors are from Stanislaus and Merced counties and most are from Turlock and the immediate surrounding communities. Not only do the weekly sales equate to an immediate economic boost locally, but the market also allows these local vendors to promote their stores, fruit stands, farm tours and in-store products, which results in a long-term benefit to the community.

One of the primary goals of the TCFM is to be a resource for healthy lifestyles, from our community partnerships to the fresh local produce we offer. The farmers' market maintains an equitable ratio of farm vendors to non-farm vendors, so as to retain a focus on farmers. We are also proud to partner with the Senior Farmers Market Nutrition Program each year to provide seniors with vouchers to use at the market for fresh produce, as well as offer EBT to our customers.

In addition to healthy lifestyles, we also provide a family-friendly environment where parents can shop with their children. The TCFM consistently receives feedback from vendors and customers applauding the large amounts of young families the market attracts. Part of that success can be attributed to the social atmosphere that has been created. From petting zoos, to seed planting, to field trips, and even balloon animals; the market frequently has activities planned for kids to enjoy. With a great line up of breakfast and lunch foods, live local music and ample shade, it's also a great place for adults to engage one another in the downtown each week.

Ultimately, our hope is to continue to support local growers, by establishing a thriving market downtown that in turn supports our local businesses. Please support us in this worthy endeavor!

The Highlights

Weekly Attendance-
Approx. 300 - 600 people each week and steadily growing.

Over 50 Different Vendors-
95% located within 20 miles.

Senior Farmers Market Nutrition Program- Provides seniors with vouchers to use at the market for fresh produce.

Class Field Trips- We team with local teachers to provide a valuable educational experience for students.

Over 5,900 Website Visits-
A variety of people seeking information about the market.

Over 3,500 Facebook Fans-
Great way to engage our customers.

Over 700 Weekly E-Newsletter Recipients- Newsletters feature market events and our sponsors.

Multiple articles in the Modesto Bee and Turlock Journal

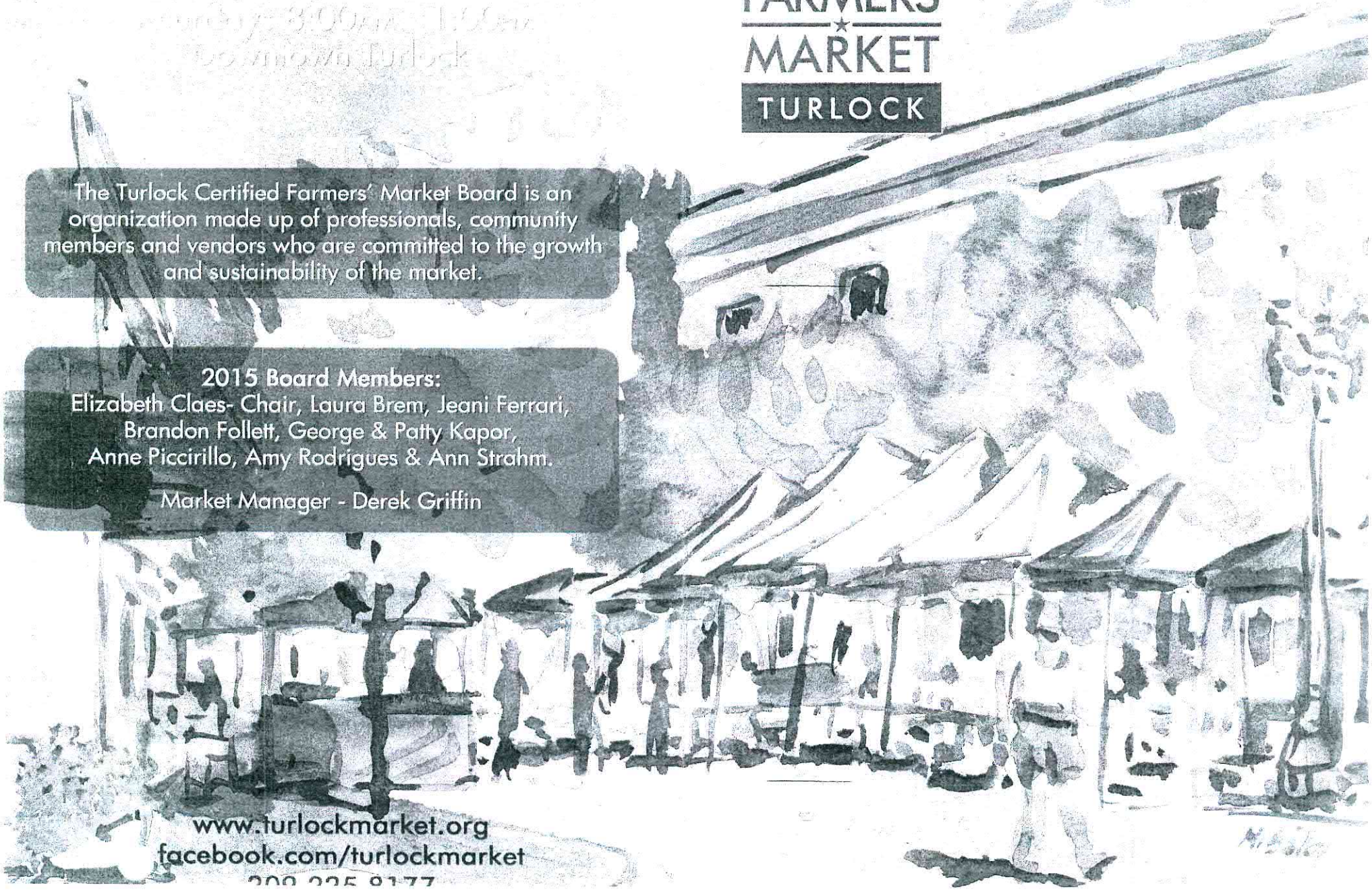
Increased foot traffic to Downtown Turlock

FARMERS MARKET
TURLOCK

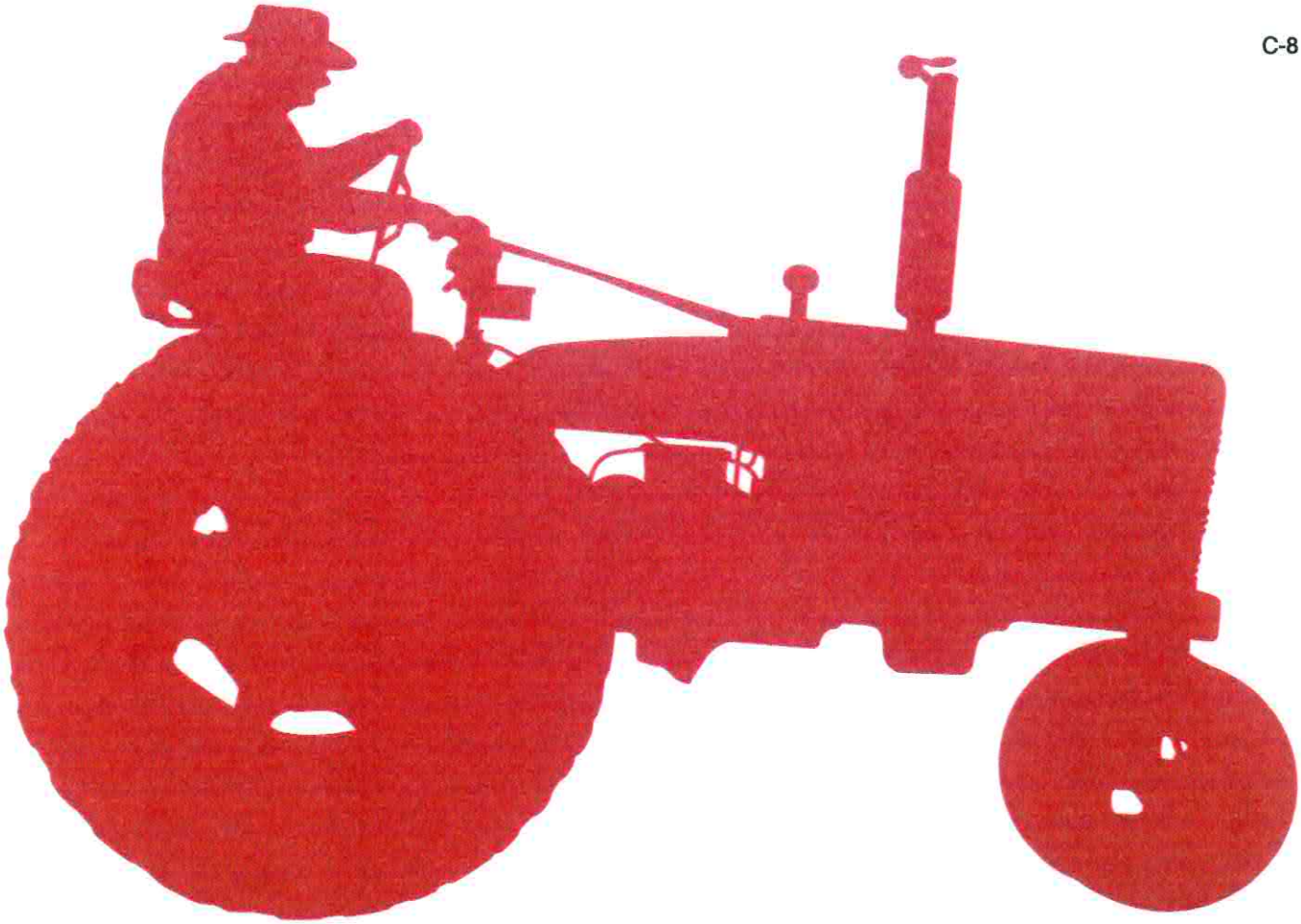
The Turlock Certified Farmers' Market Board is an organization made up of professionals, community members and vendors who are committed to the growth and sustainability of the market.

2015 Board Members:
Elizabeth Claes- Chair, Laura Brem, Jeani Ferrari, Brandon Follett, George & Patty Kapor, Anne Piccirillo, Amy Rodrigues & Ann Strahm.

Market Manager - Derek Griffin



www.turlockmarket.org
facebook.com/turlockmarket
209.225.8177



FARMERS

★

MARKET

TURLOCK

Turlock Certified Farmers Market

Estimated Economic Analysis

Spin-Off Potential to local business and local government

Estimated Visits to TCFM

- Spring – 2800 visits per week x 10 weeks =28,000 visits
- Summer – 2000 visits per week x 10 weeks =20,000 visits
- Fall to November – 1450 visits per week x 9 weeks =14,500 visits

Total Estimated Annual Year-Round Visits =62,500 visits

Total Estimated Annual Year-Round Visits

- 62,500 visits/2 people per family group = 31,250 purchasing agents
- 31,250 x $30.00 Average spent each visit = $ 937,500

Spin-off Rate = for every $1 spent at the market, up to $3 is spent at nearby businesses**

- $ 937,500 sales revenue x $ 3 = $ 2.8125 million potential to local businesses

1 % sales tax revenue on $ 2.8125 million = $ 28,125 annually

- There is a potential spin-off of $ 2.8125 million into local businesses while potential local tax benefit is an estimated $28,125 annually. This amount can cover any recoverable costs of maintaining the street and market facilities.

**Study of Costs and Benefits of California Certified Farmers' Markets, Division of Marketing Services, California Department of Food and Agriculture. August 1984.

TCFM Calendar 2016

May 7 – Opening Day

May 14 – Jr. Iron Chef (Partnership with TDPOA)

May 21 – Bike Rally (Partnership with Bike Turlock, Commute Connection, City of Turlock Engineering Department)

June 18 – Fashion Day (Partnership with TDPOA)

July 2 – Independence Day

August 6 – Kid's Day – Petting Zoo, Mascot from Modesto Nuts, etc.

August 13 – Back to School

September 17 – CSU Stanislaus Day (If they are willing?)

September 24 – Health and Wellness Day (Partnership with TDPOA)

October 1 – Adult Iron Chef (Partnership with TDPOA)

October 15 – Photo Day (Partnership with TDPOA)

October 22 – Coyote Peterson Life Science Discovery Event for Children (Partnership with TDPOA)

October 29 – Harvest Market – Guess the weight of the Pumpkin, Costume Contest, etc.

501(c)3 Narrative – Submitted August 2014

The Turlock Certified Farmers' Market (TCFM) was created to provide the community of Turlock, and the surrounding areas, access to local, seasonal agricultural commodities while supporting local farmers interested in marketing their commodities/products at a local, urban venue.

While providing local farmers a venue to sell their goods, it provides community members the opportunity to have fresh, local and seasonal foods purchased directly from the farmers who grew and, when applicable, processed those commodities. Thus, the farmers' market creates a venue for community members, including youth, to connect with local farmers. This encourages a deeper connection to, and understanding of, where our food comes from.

In the bigger picture, the TCFM Board fulfills the broader mission of the farmers' market – to educate the public about the health and nutrition connected to eating a variety of fruits and vegetables. The Board has reached out to several schools and school districts in our community to arrange field trips for youth of all ages. The field trips are curriculum based, educating students of the agricultural prominence of our region as well as the nutritional element of exposing kids, first hand, to fresh seasonal foods.

Turlock Unified School District and Turlock Certified Farmers Market work together to ensure that every Market has educational activities for students and their families. TUSD and TCFM also work together to create special day and night markets with distinct themes centered on educating the community and promoting healthy living.

- *Kids to Market* – is set up so when classes arrive, often by bus, there is an array of activities for them. One popular activity is the *Art Walk* where we partner with the Carnegie Arts Center. A representative from the Carnegie walks the students to the art center to view an exhibition and spend time in the art studios creating "Ag-Art"— students return for a tour of the market, led by one of the TCFM docents – each student receives a $2 Market Buck to purchase fresh produce as they explore the market. The local vendors spend time with the students, telling them of their farming practices and products.

- *TUSD Night Market* – Turlock Unified School District Child Nutrition Services has multiple booths where visitors are given books, pamphlets, games, prizes and fresh produce; all for the purpose of educating parents and their children about healthy lifestyles. The activities at the Market are organized around the theme of healthy lives. There are cooking demonstrations, prize-oriented contests, information on activities and events available year round by the City of Turlock's Parks and Recreation Services, as well as demonstrations by area health and fitness organizations (i.e. Judo, yoga, and aerobics), to name a few.

- *TUSD Pitman High School Future Farmers of America (FFA)* – Pitman High FFA brings the organic produce they've grown on their one-acre garden to the Market, to sell. A recent article in the

local newspaper, *Turlock Journal,* highlighted that, "students... maintain the crops and can be found on Friday mornings selling their organic produce at the Turlock Farmers Market."[1] The students are enthusiastic about their farm work and enjoy telling market goers about their experiences, anything from irrigation, organic pest control, fertilizing, weeding, and harvesting their crops.

Healthy lifestyle for adults as well as children is not only promoted by healthy eating, it is promoted by emphasizing active living. *Bike Month: Commute Connection* is a non-profit program supported by the San Joaquin Council of Governments, Stanislaus Council of Governments and Merced County Council of Governments. The sponsors provide educational materials on the health benefits of alternative modes of transportation that stress the impact not only on a healthier body but a healthier planet. *Bike Turlock,* in conjunction with *Bike Month*, provides educational materials on safe bike routes, current and planned pedestrian and bicycling infrastructure and has educational handouts as well as reflectors, leg bands and bike route maps, all at no cost.

TCFM also has a wide range of additional educational activities at the Market. The Market pairs with local authors for book signings, the City of Turlock for Municipal Services Day when the City provides a working police car, fire truck, ambulance, earth mover, commuter bus, and other city vehicles that are completely accessible to market goers. Police officers, fire fighters, EMT's, municipal workers, and bus drivers are on hand to demonstrate their vehicles and equipment, as well as to explain their daily activities to market goers. Several times per season, TCFM provides a booth for the Friends of Turlock Library. This organization brings free books and *story time* where market goers are invited to sit and listen. The Market also pairs with a local petting zoo where children (and adults) are able to interact with local farm animals.

In closing, Turlock is one of the most agriculturally productive regions in the nation. And yet, these nutritionally rich commodities remain unavailable to a growing portion of our population, which includes a significant percentage of our children. While Turlock is not considered a food desert, there is an educational component to food and nutrition. The TCFM's goal is to not just provide food at the Market, but also to educate the local population on both the value and health benefits of consuming fresh, locally produced fruits and vegetables

In Stanislaus County, 14.7% of our total population is participating in SNAP[2], 20% of which are children. Additionally, approximately 20% of our population is 125% or more below the Federal Poverty Level, and an astounding 64% of the 13,200 students enrolled in the Turlock Unified School District are participating in the Federal School Lunch Program[3]. The purpose for providing these statistics is to

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[1] Arakelian, Elizabeth. 2014. "Turlock School District Garden Coming To Fruition." *The Turlock Journal,* July 3.

[2] Tong, Olivia and Sarah S. Hutchins. 2013. *Community Health Needs Assessment of Stanislaus County, 2013*. Modesto, CA: Stanislaus County Health Services Agency.

[3] http://www.healthyschoolenvironment.org/farmtoschool#TOC-Turlock-Unified-School-District

contextualize our population's needs, and demonstrate how necessary and important the Market is in providing a conduit for education and information. To that end, the TCFM is partnering with our local school district to educate parents, children, and concerned citizens on the importance of a healthy lifestyle, which includes locally grown fresh food.

As a major agricultural area, the TCFM partners with local food processors and farm-related businesses and thus promotes the impact of agriculture on our local community and economy. This, then, becomes an important focus of our organization: to raise the urban community's awareness of the economic impact of the agricultural infrastructure in our community.

Additionally, and extremely important, is the community-building aspect of the TCFM. The Friday morning market has proven to be a popular place for people to meet, buy locally grown foods as well as prepared foods sold by local food vendors at the market. The *local* food vendors have added to the attraction for community members to gather in Turlock's town center. The downtown businesses are enjoying the added foot traffic which has proven to increase retail and restaurant sales on Friday morning.

Turlock's current farmers' market, Turlock Certified Farmers Market (TCFM), has been in operation since 2010. In 2009, a group of volunteers began meeting and eventually created a working board. The board consisted of members who represented the City of Turlock, Turlock Downtown Property Owners Association (TDPOA), California State University, Stanislaus, students, local farmers and interested community members. The board operated its first successful season under the umbrella of the TDPOA and its 501(C)(3) status.

Now, in its fifth season, the TCFM has more than sixty vendors, both certified and non-certified, and a weekly attendance of several thousand. The market has proven to be an asset to the downtown by putting feet on the street. Turlock's mayor, councilmembers, city staff, chamber of commerce, arts center and hometown hospital are working with the board to ensure its success. With five years of steady growth and the recent addition of an EBT machine, the market is demonstrating how exposure to fresh local foods and healthy living not only benefits the local population with better health, it benefits the local economy.

Turlock Certified Farmers Market Budget	2016
Revenue	
City Grant	$3,000.00
Vendor Application & Weekly Fees	$26,300.00
Promo Sales	$250.00
Sponsorships	$7,750.00
TOTAL REVENUE	**$37,300.00**
Marketing & Advertising	
Promo Items	$800.00
Advertising	$4,800.00
Events/Entertainment	$2,000.00
Total Advertising	**$7,600.00**
License/Fees	
Business License	$200.00
County and Other Licence Fees	$550.00
CA Dept of Food and Agriculture	$2,100.00
Total Licenses/Fees	**$2,850.00**
Management	
Insurance	$1,200.00
Management/Accounting/Interns/Other Labor	$21,900.00
Total Management	**$23,100.00**
Other	
Phone	$540.00
Restroom/Trash/Other Supplies	$3,380.00
Total Other	**$3,920.00**
TOTAL EXPENSES	**$37,470.00**

Urban Institute

e-Postcard
file your electronic IRS Form 990-N

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Form 990-N (e-Postcard) Submitted

TURLOCK CERTIFIED FARMERS MARKET
45-5070323
2015 IRS Form 990-N (e-Postcard)
1/1/2015 - 12/31/2015

Congratulations, your Form 990-N (e-Postcard) has been submitted to the IRS.

Once the IRS receives and processes your e-Postcard (usually within 30 minutes), you will receive an email indicating whether your e-Postcard was accepted or rejected. If accepted, you are done for the year. If rejected, the e-filing receipt email will contain instructions on how to correct the problem.

Log out | Go To Filing Status Page

Questions or problems regarding this web site should be directed to Tech Support
Concerned about your privacy? Please view our privacy policy.
This website is best viewed with Microsoft Internet Explorer 6.0+ or Mozilla Firefox with a screen resolution of 1024 X 768.
Last modified: December 31, 2015.

Turlock Certified Farmers Market
Balance Sheet
As of December 31, 2015

	Dec 31, 15
ASSETS	
Current Assets	
Checking/Savings	
10000 · Farmers & Merchants 3701	15,260.48
Total Checking/Savings	15,260.48
Total Current Assets	15,260.48
TOTAL ASSETS	**15,260.48**
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	3,700.20
32000 · Unrestricted Net Assets	7,283.90
Net Income	4,276.38
Total Equity	15,260.48
TOTAL LIABILITIES & EQUITY	**15,260.48**

Cash Basis

Turlock Certified Farmers Market
Profit & Loss
Year to Year Comparison
2013 to 2015

	Jan - Dec 13	Jan - Dec 14	Jan - Dec 15	% Growth 3 years
Income				
40000 · Income				
43300 · Direct Public Grants	3,000.00	3,000.00	3,000.00	0%
43400 · Downtown Farmers Market				
43410 · Vendor Fees	18,981.00	19,731.00	24,073.00	21%
43430 · Promo/Misc	-496.00	-265.00	366.78	235%
Total 43400 · Downtown Farmers Market	18,485.00	19,466.00	24,439.78	24%
49000 · Sponsorships	7,250.00	9,875.00	8,900.00	19%
Total 40000 · Income	28,735.00	32,341.00	36,339.78	21%
Expense				
60000 · Operating Expense				
60900 · Marketing & Advertising	58.00	69.00	0.00	
60940 · Internet Marketing	342.00	282.00	871.65	
60960 · Signage & Flyers	2,241.00	361.00	1,574.30	
60970 · Promo Items	0.00	88.00	1,419.77	
60980 · Advertising	3,255.00	1,686.00	410.91	
60995 · Events/Entertainment	1,300.00	1,600.00	1,870.00	
62800 · License/Fees	698.00	820.00	2,089.40	
64100 · Managment Services				
62100 · Insurance	1,060.00	1,079.00	1,103.80	
62120 · Market Manager	13,600.00	15,300.00	16,860.00	
62140 · Intern or Other Labor	1,121.00	1,724.00	1,300.00	
62190 · Accounting Fees	1,470.00	1,870.00	2,232.50	
Total 64100 · Managment Services	17,251.00	19,973.00	21,496.30	
65000 · Rental Equipment & Other Expense	3,876.00	3,724.00	2,331.07	
Total 60000 · Operating Expense	29,021.00	28,603.00	32,063.40	9%
Net Income	**-286.00**	**3,738.00**	**4,276.38**	107%

Cash Basis

Turlock Certified Farmers Market
Profit & Loss
January through December 2013

	Jan - Dec 13
Income	
40000 · Income	
43300 · Direct Public Grants	3,000.00
43400 · Downtown Farmers Market	
43410 · Vendor Fees	18,981.00
43430 · Promo/Misc	-496.00
Total 43400 · Downtown Farmers Market	18,485.00
49000 · Sponsorships	7,250.00
Total 40000 · Income	28,735.00
Expense	
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Total 64100 · Managment Services	17,251.00
65000 · Rental Equipment & Other Expense	3,876.00
Total 60000 · Operating Expense	29,021.00
Net Income	**-286.00**

Cash Basis

Turlock Certified Farmers Market
Profit & Loss
January through December 2014

	Jan - Dec 14
Income	
40000 · Income	
43300 · Direct Public Grants	3,000.00
43400 · Downtown Farmers Market	
43410 · Vendor Fees	19,731.00
43430 · Promo/Misc	-265.00
Total 43400 · Downtown Farmers Market	19,466.00
49000 · Sponsorships	9,875.00
Total 40000 · Income	32,341.00
Expense	
60000 · Operating Expense	
60900 · Marketing & Advertising	69.00
60940 · Internet Marketing	282.00
60960 · Signage & Flyers	361.00
60970 · Promo Items	88.00
60980 · Advertising	1,686.00
60995 · Events/Entertainment	1,600.00
62800 · License/Fees	820.00
64100 · Managment Services	
62100 · Insurance	1,079.00
62120 · Market Manager	15,300.00
62140 · Intern or Other Labor	1,724.00
62190 · Accounting Fees	1,870.00
Total 64100 · Managment Services	19,973.00
65000 · Rental Equipment & Other Expense	3,724.00
Total 60000 · Operating Expense	28,603.00
Net Income	**3,738.00**

Cash Basis

Turlock Certified Farmers Market
Profit & Loss
January through December 2015

	Jan - Dec 15
Income	
40000 · Income	
43300 · Direct Public Grants	3,000.00
43400 · Downtown Farmers Market	
43410 · Vendor Fees	24,073.00
43430 · Promo/Misc	366.78
Total 43400 · Downtown Farmers Market	24,439.78
49000 · Sponsorships	8,900.00
Total 40000 · Income	36,339.78
Expense	
60000 · Operating Expense	
60900 · Marketing & Advertising	0.00
60940 · Internet Marketing	871.65
60960 · Signage & Flyers	1,574.30
60970 · Promo Items	1,419.77
60980 · Advertising	410.91
60995 · Events/Entertainment	1,870.00
62800 · License/Fees	2,089.40
64100 · Managment Services	
62100 · Insurance	1,103.80
62120 · Market Manager	16,860.00
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62190 · Accounting Fees	2,232.50
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Total 60000 · Operating Expense	32,063.40
Net Income	**4,276.38**

Organization: TURLOCK CERTIFIED FARMERS MARKET
EIN: 45-5070323
Submission Type: Form 990-N
Year: 2015
Submission ID: 7800582016039bi23914
e-File Postmark: 2/8/2016 10:13:42 AM
Accepted Date: 2/8/2016

The IRS has accepted the e-Postcard described above. Please save this receipt for your records.

Thank you for filing.

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Phone: 866-255-0654 (toll free)
email:ePostcard@urban.org

TURLOCK CERTIFIED FARMERS MARKET
PO Box 154
Turlock, CA 95381-0154

NON Certified Vendor List 2016

1. Blessed Incense- Incense
2. Cece Bows- Bows
3. Cervenka Photography-Photographs, Art
4. Colston Dog Treats-Dog Treats
5. Edith's Bakery- Breads, all Varieties
6. Soaps by Hailey- Soaps
7. Jars of Delicious- Jams, Jellies
8. Latif's Pies- Pies
9. Legacy Toffee- Toffee
10. Bistro 234- Tea, Spices, Sauces
11. Lisa's Cookies-Cookies
12. Maria's Mexican Food- Mexican Food
13. Hummus Heaven-Hummus, Pita Chips
14. Hawaiian Shaved Ice-Shaved Ice
15. 5 King Beef- Grass Fed Beef
16. Pablo's Salsa- Salsa
17. Pageo-Lavendar Products
18. Nutcher Milk- Milk
19. Pic-Nic Creations- Picnic Baskets
20. Braclets by Jacalyn-Jewelry
21. Len's Woodshop- Wood Products
22. Dumont Boutique- Clothing
23. RK kettlecorn- Kettle Corn
24. Wolfsen's Sausage- Sausage
25. Valeria's- Jewelry
26. Wild Salmon-Salmon
27. Café Marius- Coffee
28. Dos pueblos- Tamales
29. Krafty Kinsman- Knick Knacks
30. Leon's Woodworks-Wood products
31. Cupcakes by Jo- Cupcakes

Certified

32. Athenas Olive oil- Olive oil
33. Packwood Farms- Flowers, Eggs
34. Bava Farms- Vegetables
35. J&J farms- Fruit
36. Yangs Farm- Vegetables
37. Ellie & Charley-Vegetables, Greens

38. Golden Comb- Honey
39. Cottage Blueberries-Blueberries
40. Nicolau Farms-Cheese

TURLOCK CERTIFIED FARMERS MARKET
P.O. Box 154 | Turlock, CA. 95381

2016 Membership Application

Name _____

Business Name _____

Mailing Address _____

City _____ County _____ Zip _____

Home Phone _____ Business Phone _____

Cell Phone _____ Fax Number _____

E-Mail Address _____

List all Products you intend to sell below: (list additional items on the back of this page)

_____ _____

_____ _____

_____ _____

_____ _____

Please indicate the months you will be attending the market:

_____ May

_____ June

_____ July

_____ August

_____ September

_____ October

Please include the following items:

1. Yearly Membership dues of $100.00 (**$125.00 if paid after April 1, 2016)**
2. A current certified producers certificate.(farmers only)
3. A copy of your certificate of liability insurance.
4. Any other applicable permits or certificate

When signing this application you are assuring that all information you are giving is true and accurate, and you have read and understand the attached market rules.

_____ _____

Name Date

_____

Title

TURLOCK CERTIFIED FARMERS MARKET
P.O. Box 154 | Turlock, CA. 95381

2016 Farmers Market Rules

Vendors and Commodities

1. All Vendors must be current members of the Turlock Certified Farmers Market (TCFM), and must display all required permits, certificates and licenses, in their market stall at each market they attend.

2. A Vendor who would like to sell any commodity not listed on the vendor's original membership application shall first inform the Market Manager and the Board of Directors of TCFM ("Board"), who must approve of the sale of such new commodity before it may be brought to any market. Vendors will be required to remove all unapproved commodities from their market stall.

3. Non-certified items shall only be sold in a non-certified section of the market.
    a. All products sold in the non-certified section must be approved by the Board and comply with all applicable regulations.
    b. Fishermen vendors who have all appropriate Fish and Game licenses and health permits may be permitted to sell products in the non-certified section of the market. Fishermen vendors may only sell the fish and seafood they catch or raise. NO MIDDLEMEN or FISH PEDDLERS will be allowed to sell products at the market.

4. The Board of TCFM sets limits on the number of vendors selling a particular product or commodity. No vendor will be given any exclusive right to sell a commodity or product and no vendor will be allowed a monopoly on any given product or commodity at any TCFM market. The Board in its sole discretion will determine the number of vendors who may sell the same product or commodity in accordance with seasonal variations and customer demand. No vendor will be allowed to sell any commodity that has not been approved by the Board.

5. No commission sales persons, brokers or middlemen shall be allowed to sell products at a TCFM market.

6. Vendors who apply to sell crafts must follow these guidelines: the products must be created, sewn, constructed, or otherwise fashioned from component materials or items thematic with the image of the TCFM.

Market Conduct and Market Procedures

7. Time of arrival at each Market, due to crowded conditions and safety issues, must be strictly adhered to. You will be given a verbal warning if you are late. A vendor, who is consistently tardy, may at the discretion of the Market Manager, be fined up to $50. The fine must be paid before vendor sets up for market. Vendors must stay for the duration of the market. There will be no tear-down prior to 1pm.

    Downtown Turlock Market: Arrive no later than 7:00AM | Market Hours 8AM to 1PM

8. If a member is unable to attend a market, he/she must contact the Market Manager at least 48 hours in advance at 209-225-8177. Any vendor who is absent without such notice will be responsible for the payment of their market stall fees for the missed market.
    a. Sellers are expected to come to the TCFM markets regardless of weather conditions. The TCFM depends on regular attendance of sellers to continue throughout the season. Sickness, lack of product and vehicular breakdown are among the few legitimate excuses for missing a market. Irregular attendance for other reasons, including wet weather and anticipated slow sales, may be grounds for suspension. Other vendors and customers count on sellers' regular attendance.

Vendor's Initials: _____

9. The size and location of a vendor's stall space at each market will be determined at the discretion of the Market Manager. TCFM expects all vendors to be flexible about this determination. Vendor's maximum length of displayed products and vendor's vehicle shall not exceed 24 feet from curb; and be in accordance with applicable laws for fire lane access. Location of market stall spaces are not guaranteed to a vendor from year to year. **The fee for a 10'x10' stall space is $22.00 per week.**

10. TCFM accepts EBT and will provide $1 or $5 tokens to patrons who have EBT which may only be used to purchase produce or other perishable items that are not prepared. For more information regarding what items are eligible for EBT benefits can be found at http://www.fns.usda.gov/snap/eligible-food-items. Vendors shall accept the TCFM FARMERS' MARKET BUCKS (aka Market Bills). These green coupons given out at various times by TCFM can be redeemed for equivalent cash from the Market Manager at the end of each week's market.

11. Market stall protocol:
    a. Vendors shall keep their market stalls as safe and orderly as possible and shall comply with all county health codes, including keeping all food products at least 6 inches above the ground.
    b. Market stall must be swept clean before leaving the market.
    c. Pre-packaged goods sold must display the weight, the contents and the seller's name and address on the container.
    d. No alcoholic beverages, chewing tobacco, smoking, bicycling, skating, skateboarding, or dogs are permitted in or around the market area.
    e. Radios are not allowed to be played during market time.
    f. Vendors shall be appropriately attired during market hours. Shoes and shirts must be worn at all times.

12. All vendors are responsible for the actions of their employees during each market. Each vendor agrees that the Market Manager may eject any vendor's employee for inappropriate conduct at the market.

13. TCFM permits vendors to offer samples of produce or market products only under the following conditions:
    a. All samples shall be provided in compliance with applicable county health department regulations, which regulations may vary from county to county.
    b. Samples may only be given in a vendor's designated stall space.
    c. A vendor shall promptly pay any fine levied by a County Health Department for violation of its regulations on samples.

Discipline

14. All vendors shall cooperate with the Market Manager and the Board of TCFM regarding market conduct and the enforcement of these Rules. All vendors and their employees are expected to conduct themselves in a polite, civilized and cooperative manner. In the event of a dispute regarding any action taken as a result of the behavior of a vendor or a vendor's employees' at the market, or as a result of the vendor's failure to comply with these Rules; the vendor and the Board shall submit the matter to binding arbitration. Vendors acknowledge that the Bylaws of TCFM provide that membership may be revoked by vote of the Board for any member whose behavior is determined to be disruptive or who violates these Rules.

TCFM disciplinary action for violation of these Rules may be given as follows:

A. First violation: a verbal warning from the Market Manager.

B. Second violation: a written warning from the Market Manager; and vendor shall appear before the Board TCFM who will decide whether to impose a fine, or suspend the vendor's right to attend future markets.

C. Third violation: vendor's membership in TCFM will be terminated and vendor shall no longer be permitted to sell any product at a TCFM market.

D. Nothing in the foregoing discipline procedure above shall limit the market manager or the board from having a vendor ejected from a market for inappropriate behavior or violation of these rules.

Vendor's Initials: _____

Membership

15. All vendors must be members in good standing of TCFM. The term of membership in TCFM commences January 1st to December 31st of each calendar year. Unless a vendor has been subject to disciplinary action or a vendor's membership has been terminated in the term, or a vendor has not completed the probationary period, a vendor will be allowed to renew his or her membership in TCFM for the next following year. Applications for renewal of membership in TCFM will be sent out to the previous year's members in good standing by March 1st of each year and are due back in the TCFM office no later than April 1st.

New Vendors – New Products

16. Each new vendor shall be allowed to sell at the TCFM markets for a probationary period determined by the Board. Probationary periods will be also established for any vendor who wants to sell products not listed on vendor's original membership application. The length of a probationary period is set at the sole discretion of the Board. Prior to selling at any TCFM market, the new vendor or vendor with new products shall sign a letter indicating vendor's agreement to the following:
    a. The type of products the vendor is allowed to sell
    b. The market(s) at which the vendor will sell the designated products
    c. The months in which the vendor will be allowed to sell the designated products.

    Vendors will be required to remove all unapproved products from their market stall.

Seniority of Vendors

17. Although membership in TCFM is accepted on an annual basis, renewing members can accrue a preference over other vendors with respect to the selling of certain products continuously sold by the vendor in the past. This is referred to as product "seniority". A product seniority list is kept by the Market Manager, and is maintained separately for each market location. Product Seniority is accrued over the number of years that a vendor has sold continuously in a particular market. The more years a vendor has sold a particular product at a given market, the product seniority is greater. Seniority in one product does not give that vendor seniority for any other products. If a vendor would like to sell new products at a market, the vendor must obtain the approval of the Board for such new products. Even if the Board will allow a vendor to sell a new product, the Board will set limits on the quantity of a new product the vendor is now allowed to sell and determine the months during which the vendor is allowed to sell the new product. Vendors will be required to remove all unapproved products from your table. Organic and conventional products are considered two different commodities.

18. We ask all vendors to be considerate of their fellow vendors when giving discounts at the end of market. If a vendor would like to give their customers a substantial discount on product please do so at the CLOSE of market and not before. The market closes at 1:00 PM. We suggest that any food left over may be given to the charity of your choosing, such as the Second Harvest Food Bank.

Closing Statement:

The Board of Directors of TCFM would like to remind all members that it holds regular Board meetings to discuss all matters of Market business. If a vendor has any grievances, suggestions, safety issues, space issues, commodity additions or any other conflicts, contact the Market Manager, or a board member about having the item of concern placed on the Board meeting agenda. Board meeting agendas must be completed at least 10 days before a scheduled board meeting. If a vendor is unable to attend the next board meeting, the vendor's concern should be submitted in writing and given it to the Market Manager or Board member for presentation at the next meeting. The Board meeting is the proper forum to resolve any conflicts or concerns of vendors, not the market. Currently Board meetings are held on the first Friday of the month at 11:30 AM at a location to be determined by the board. It is the goal of TCFM to provide a pleasant family atmosphere for our customers' enjoyment; all vendors are asked to respect this.

Vendor's Initials: _____

Vendor Regulatory Compliance Checklist

Vendor Name _____

Date _____

_____ 1. Certification (if applicable)

_____ 2. Health Department Compliance (if applicable)

_____ 3. Booth compliance as stated in 2016 Farmers Market Rules

Vendor Signature _____

Market Manager Signature _____

Free Coupons

SENIOR FARMERS' MARKET NUTRITION PROGRAM

Friday, JULY 8th
*8:00 a.m. – 11:00 a.m.

LOCATION:

Turlock Farmers' Market

(On Broadway between Main & Olive)

COUPON RULES & ELIGIBILITY:

- Coupons are for Stanislaus County residents 60 years of age or older.
- Coupons are for those with limited income < $1,670/month for one.
- **Coupons can be used to buy only fresh fruits, vegetables, honey or edible herbs at Certified Farmer's Markets.**
- Coupons cannot be redeemed at grocery stores.
- No change will be given for the coupons.
- Lost or stolen coupons will not be replaced.
- **One set of coupons per person each year while supplies last.**
- Coupons must be used by November 30th, 2011

HOW TO GET YOUR FREE COUPONS:

Coupons will be distributed at the Turlock Farmer's Market
Friday, July 8th starting at 8:00 a.m.
(*First come first serve basis to the first 100 seniors)
Remember: only one booklet per eligible senior per year…

FOR MORE INFORMATION CALL
Senior Information & Assistance
(209) 558-8698 or toll-free (800) 510-2020

Stanislaus County
Striving to be the Best

CALIFORNIA STATE UNIVERSITY
Stanislaus

MEMORANDUM

Date: January 28, 2016

To: Derek Griffin, Manager, Turlock Certified Farmers Market

From: Joseph F. Sheley, President

RE: Turlock Certified Farmers Market Permit Application

Members of the California State University, Stanislaus community have asked that I write on behalf of the Turlock Certified Farmers Market's (TCFM) application for a permit to operate in downtown Turlock. I am unable to do so directly, for presidents of California State University campuses are prohibited from endorsements aimed to influence government (e.g., City Council) actions. Nonetheless, I am able to remark on the relationship that TCFM has had with the University over the past several years in a manner that should not be interpreted as an endorsement going forward. I am pleased to do so.

Since its inception in 2010, TCFM has included among its organizers, board members, and participants, a great many faculty and staff members of the University. Faculty members now serve on the TCFM board. The market also has enjoyed the participation of many of our students. It has been an active internship venue allowing students training in agricultural business, marketing, vendor relations and non-profit development. Additionally, the market has been the site of service-learning courses that permitted students to understand survey and research methods and project development. In this sense, the market has been an active learning lab for students, permitting them to develop real-world professional experience that expanded the classroom into the community. The market manager and board members have devoted considerable time and expertise to mentoring and providing high-quality, pre-professional development opportunities for Stanislaus State students.

In an effort to further such opportunities for our students, as described above, and more generally to link the University more directly with the Turlock community, Stanislaus State has been a sponsor of the market for several years. As well, the University and the market partnered on two nights (September 6, 2013 and September 5, 2014) to promote the gathering of University employees, students, and alumni in downtown Turlock. The 2014 September market was held in conjunction with the Grand Opening of the University Art Space on Main. On both occasions, Turlock saw a virtual sea of red shirts in celebration of a long-standing, positive relationship between city and university and in an effort to promote business opportunities for downtown merchants.

The University achieved recognition on the U.S. President's Honor Roll in 2012, and the Turlock Certified Farmers Market was among the many community partners that provided opportunities for service to the community by our students that year. TMF also has been listed as a community partner in the University's successful application for the Carnegie Community Engagement Classification status in 2008 and 2015. The award of that classification recognizes Stanislaus

Office of the President
One University Circle | Turlock, CA 95382 | **T** 209.667.3201 | **F** 209.667.3206 | csustan.edu/president
A proud member of the 23-campus California State University system.

State's positive relationship with community organizations such as TCFM, and our commitment to the formation of strong regional partnerships.

In sum, I am pleased to affirm a longstanding and productive relationship between California State University, Stanislaus and the Turlock Certified Farmers Market. It has been a relationship of mutual benefit to the city and the region.

Thank you for your attention.

DEPARTMENT OF FOOD AND AGRICULTURE
FRUIT, VEGETABLE, AND EGG QUALITY CONTROL

APPLICATION / CERTIFICATE FOR CERTIFIED FARMERS' MARKET
51-047 (Rev. 5/01)

TYPE OR PRINT

APPLICANT IS (CHECK ONE)
☑ Certified Producer(s) ☐ Local Government Agency ☐ Nonprofit Organization *

NAME OF APPLICANT	Turlock Certified Farmers Market		BUSINESS PHONE
MAILING ADDRESS	box 154		RESIDENCE PHONE
CITY	Turlock	ZIP 95381	FAX NUMBER
RESIDENCE			OTHER NUMBER
CITY		ZIP	E-MAIL ADDRESS

MARKET NAME **	Turlock Certified Farmers Market		BUSINESS PHONE 209-225-8177
MAILING ADDRESS	box 154		RESIDENCE PHONE
CITY	Turlock	ZIP 95381	FAX NUMBER
MARKET MANAGER NAME	Derek Griffin		E-MAIL ADDRESS derek@turlockmarket

MARKET LOCATION (Include City and Cross Streets)			
Main st	CITY Turlock	ZIP 95381	COUNTY Stanislaus

PLANNED SCHEDULE OF OPERATION

May - October: Sat (8:00 AM - 1:00 PM)
EST. # OF PRODUCER STALLS PER QUARTER 10

As the applicant, I hereby certify that the information provided on this application is true and that the Certified Farmers' Market will be operated in compliance with the Direct Marketing regulations as provided in Title 3, Chapter 3, Group 4, Article 6.5 of the California Code of Regulations.

PRINTED NAME Derek Griffin CHECK ONE: ☒ APPLICANT ☐ APPLICANT REPRESENTATIVE

SIGNATURE Derek Griffin DATE 4/15/2015

FOR OFFICIAL USE ONLY

☒ Approved ☐ Disapproved Issue Date 4/15/15 Exp. Date 4/15/16

Certificate Number 50-041515-01

Approving Officer's Signature	Title	Date
	Deputy Ag Commissioner	4/15/15

If not approved, state reasons: _____

* Letter of exemption issued by Franchise Tax Board, or Articles of Incorporation certified by the Secretary of State, or certified producer association constitution and by laws must accompany application.

** Map of Certified Farmers' Market location must accompany application. Show market perimeters with nearest cross streets.

EXHIBIT "D"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

INSURANCE DECLARATIONS

Name of Operator: Turlock Certified Farmers Market

Business Address: P.O. Box 154, Turlock, CA 95381

Particular insurance specifications and requirements will be set forth in the Agreement. In general, the following documents are required upon award of Proposal:

A Certificate of Insurance accompanied by the following Endorsements:

General Liability Additional Insured (CG 20 10 for ongoing operation and 20 37 for products/complete operations)
Automobile Liability Additional Insured
Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
Primary and Non-Contributory
General Liability Waiver of Subrogation
Workers' Compensation Waiver of Subrogation

The undersigned, as Operator, declares that he/she has carefully examined the insurance requirements in the conditions and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified by City Agreement. The City in its discretion may be require additional insurance.

Signature: Elizabeth A Cleere

Date: 3/8/16

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN FIVE (5) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

The undersigned, as broker or insurance agent for Operator, declares that he/she has carefully examined the insurance requirements in the general conditions and will furnish, provide, and execute on behalf of Operator all necessary insurance certificates and endorsements or other documents specified by City.

Signature: _____

Date: 3/8/16

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Sample

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE (PRIMARY AND NON-CONTRIBUTORY COVERAGE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule of Additional Insured(s):

Any person or organization with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

A. Paragraph **C.** of this endorsement replaces paragraph **4. Other Insurance** of **Section IV-Commercial General Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

B. Paragraph **C.** of this endorsement replaces paragraph **4. Other Insurance** of **Section IV-Products-Completed Operations Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

C. **Other Insurance**
Notwithstanding other valid and collectible insurance available to the insured for a loss we cover under the applicable Coverage Part to which this endorsement is modifying, this insurance is primary and non-contributory.
However, this endorsement:
1. Applies only when you are required by contract, agreement or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, agreement or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and
2. Does not apply to any claim, loss or liability due to the sole negligence of the additional insured.

Sample

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ISO Properties, Inc., with permission

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Sample

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original

EXHIBIT "A"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located On City of Turlock Property

PROPOSAL COVER SHEET

PROPOSAL CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM

The City of Turlock invites sealed Proposals which shall be enclosed in an envelope clearly marked:

Operation, Management and Marketing of a Certified Farmers Market
Located On City of Turlock Property
REQUEST FOR PROPOSAL NO. 16-342
CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM

1) Return original Proposal to: City of Turlock
Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380-5435

2) Operator must complete and sign this Proposal form.

OPERATOR TO READ

NO PROPOSAL IS VALID UNLESS SIGNED BY THE PERSON MAKING THE PROPOSAL AND ALL BLANKS ARE FILLED IN. THE PERSON SIGNING WILL BE RESPONSIBLE FOR RECEIVING OFFERS, CONDUCTING NEGOTIATIONS, AND ADMINISTERING THE AGREEMENT, IF AWARDED.

Organization: Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association

Address: P.O. Box 1131, Turlock, CA 95381

Telephone Number: (209) 620-8998 Fax Number: (209) 620-8781

E-Mail Address: peter@GSFMA.org

Authorized Representative (Printed Name): Peter Cipponeri

Title: Director of Operations

The undersigned, upon acceptance, agrees to furnish all of the services in accordance with requirements, specifications, terms and conditions of this RFP for the Operation, Management and Marketing of a Certified Farmers Market Located on City Property dated xx.

Nondiscrimination Clause

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

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

c) Operator shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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

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

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

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Operator hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses

and registrations applicable to transporters and transportation of toxic and/or hazardous materials/ substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

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

Licenses and Certifications
Operator certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any Proposal submitted without the above information, or Proposal containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock, as set forth in this Request for Proposal 16-342 including, but not limited to, to reject any or all received and to waive any informality or minor defects in Proposal received and the right to request multiple Operators to confer and combine Proposals if deemed in the best interest of the City.

Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association
Company Name

Peter Cipponeri
Signature of Authorized Representative

47-2689076
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a Proposal being found non-responsive and given no consideration.

ATTACHMENT A

GOLDEN STATE
FARMERS' MARKETS ASSOCIATION

RESPONSE TO REQUIREMENTS – Attachment A to Exhibit A

1.1 Dates, Time and Location of Market

GSFMA proposes to operate the Turlock Market every Saturday from 8:00 am to 1:00 pm, beginning on May 7, 2016 and ending on October 29, 2016. With respect to location, the key to a successful market is ample space and parking and urban density. The Market's current location in the City of Turlock, at the intersection of East Main Street and Thor Street, fulfills these needs. Accordingly, GSFMA would continue to operate the Market at this location.

1.2 Vision

Brief Overview:

GSFMA's vision is to operate a vibrant market that boasts new and fresh ideas that are designed to promote the financial, physical, and mental health of the entire community (e.g., local farmers, merchants, low-income residents, children, etc.). To achieve this vision, GSFMA will implement various initiatives, including the following:

1. *Diversify the Market by Increasing the Mix of Vendors*

Historically, Turlock's Market has taken a hardline on limiting its vendors to only those that are geographically located within Stanislaus and Merced County. GSFMA understands the importance of ensuring the Market is comprised of local farmers' and merchants and, as discussed below, will ensure this does not change if it is selected to operate the Market. However, GSFMA also believes that expanding the Market's reach by including vendors from different regions will benefit both the community as well as the local vendors.

The benefits to the community are increased supply and diversity in the products being sold at the Market. By reaching beyond Stanislaus and Merced County, GSFMA can recruit vendors that offer the freshest and highest quality produce in California, including many products that, in prior years, have not been offered at the Turlock Market because they are not grown by local farmers. For example, in past seasons, the Turlock market did not offer regional strawberries, lettuce, apples, asparagus, artichokes, raspberries, blackberries and avocados. GSFMA will recruit new vendors from other regions that can sell these and other new products at the Market which, in turn, will further promote a healthy community by enabling Turlock's residents to shop for all of their produce needs at the Market.

Local vendors will also benefit by this change in philosophy by improving the long-term health of the Market. More supply and diversity will create a more well-rounded market and increase customer turn-out. A 2006 report studied various factors that cause markets to fail.[1] Two of the five factors identified in the report were small size and lack of sufficient farm products. Another study conducted by the San Francisco Dept. of Public Health further highlights the benefits of growth in a farmers' market.[2] According to the study, when a customer base will support more vendors, additional vendors leads to more revenue that supports more advertising and outreach programs which, in turn, attracts new customers and vendors. The study referred to this as the "positive cycle of growth." GSFMA believes that measured and careful growth will increase the success of Turlock's Market.

2. *Increase Nutritional Awareness*

Increasing awareness of the benefits of using fresh ingredients will help bolster the physical and financial health of the community by increasing the public's consumption of fresh produce, which, in turn, boosts vendor sales. GSFMA will

[1] http://smallfarms.oregonstate.edu/sites/default/files/small-farms-tech-report/eesc_1073.pdf

[2] http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy_reports/2007%20SF%20Farmers%20Market%20Assessment.pdf

help educate the community on these health benefits by establishing Market stall that provides educational materials and regular cooking demonstrations with healthy recipe cards tailored to the seasonal produce being sold at the Market.

3. Increase Community Involvement

Ensuring the community has a role in the Market's operations will help build community support for, and loyalty to, the Market that, in turn, should boost the volume and consistency of market sales for vendors. In order to better integrate the community into the Market's operations, GSFMA will do the following:

- Local Volunteers: GSFMA will recruit local volunteers to help manage the market, which creates a sense of ownership in the community that, in turn, enhances turn-out.
- Partnering with local organizations: Markets can provide an outlet for local organizations to have a voice and spread their message. GSFMA will engage various local organizations described in section1.12, to help increase their involvement in the Market.
- Maximize local farmer/merchant participation: Markets help recreate the tie between producers and consumers. Customers enjoy the opportunity to interact directly with their food source, particularly when that food source is a friend and/or neighbor. Accordingly, when assigning space at this market, priority will be given to local farmers and merchants.
- Local Board Members: Market boards are often filled with corporate officers. This approach makes it difficult for the vendors and community to have a voice and effect change in how the market is being operated. GSFMA will ask vendors and local residents to sit on an Advisory Board for this Market. See section 1.4, for more details on the Advisory Board.

4. Emphasize Social Responsibility

GSFMA will ensure the market is accessible for and beneficial to low income residents by implementing a Government Assistance Program and Share the Harvest Program, which are discussed in more detail in section, 1.8. The Programs will help improve the health of low income residents/families and, at the same time, increase the vendors' customer base.

Proposed Approach For Engaging Vendors, Artisans and Farmers:

GSFMA understands that Turlock's residents enjoy the vendors that participated at Turlock's market in 2015. GSFMA will ensure that each vendor that participated in 2015 will have a spot in the market going forward. GSFMA's Director, Peter Cipponeri, has participated at the Turlock Market since its inception, knows the vendors personally, and will reach out them directly to help secure their participation.

As discussed above, GSFMA will also recruit new vendors that offer the freshest and highest quality produce. Peter Cipponeri will draw upon his life-long experience in the Turlock farming community to spearhead this effort and vet each vendor before they are admitted into the Market. In selecting new vendors, GSFMA will focus on three key factors: (1) the vendors' vicinity to Turlock (with preference given to local vendors), (2) the quality of products offered by the vendor, and (3) whether the products help diversify the market.

1.3 Background/Experience

GSFMA is owned and operated by Peter Cipponeri. Peter's family has deep roots in California's agricultural industry. For four generations, the Cipponeris have owned and operated a roughly 800 acre farm in Turlock, California known as "Cipponeri Family Farms."

Cipponeri Family Farms has sold fresh produce directly to consumers at farmers' markets for more than 60 years. It is an active member of 9 California farmers' market associations. Peter grew up working at Cipponeri Family Farms. Since he

was 5 years old, Peter has done everything from help grow the crops sold at markets (e.g., stone fruit, melons, almonds) to managing the family's stalls at the markets.

Throughout the years, Peter observed the vast majority of farmers' markets being operated by entrepreneurs or public agencies, not farmers. He also observed that this organizational structure sometimes hindered the success of the market because operational decisions would be made without understanding the adverse impact those decisions have on the farmer. These experiences motivated Peter to pioneer a new type of farmers' market. One that is operated by a seasoned farmer whose expertise in the agricultural industry helps to balance the need to support the participating farmers while, at the same time, enhances the farm-to-market experience for the consumers. Accordingly, Peter formed GSFMA in 2015 in order to transition from vending at farmers' markets to operating them.

GSFMA is currently operating the Carmel-By-The-Sea Farmers' Market, which has 25 vendors that includes four different flower vendors (succulent and rare potted plants; orchid; cut flowers; and organic flowers and seasonal wreaths), a hummus vendor, an artisan bread maker with four nationally awarded pies, a local egg farmer, 2 organic vegetable growers, local a honey vendor, organic and non-organic fruit farmers, non-organic vegetable farmers, 2 organic strawberry farmers, vendors that offer cheese, meat, olive oil, fish, and weekly live music. Other unique features of the Carmel Market include the involvement of local restaurateurs (including pizza from a brick and mortar downtown restaurant), coffee and pastries. The Carmel Market is truly a communal affair with even local renowned chefs shopping at the market for their restaurant needs.

GSFMA has also contracted to operate the Copperopolis Farmers' Market and assist the City of Hughson in operating the Hughson Farmers' Market for the 2016 season. The Copperopolis Market and Hughson Market will have 30 vendors and 20 vendors, respectively, comprised of local produce, artisan bread, and local restaurant involvement similar to the Carmel Market.

1.4 Farmers' Market Team

The success of any farmers' market starts with a good management team, which GSFMA believes should have strong organizational and communication skills, creativity and industry experience. The team that GSFMA will assemble to operate the Turlock Market is as follows:

Peter Cipponeri – Director of Operations

As discussed above, Peter was born and raised in Turlock and has been a part of the Turlock farming industry his entire life. Peter owns and actively farms 9 acres in Turlock where he grows specialty stone fruit. With respect to farmers' markets, Peter has both managerial and operational experience.

Peter has managed Cipponeri Family Farms' participation at markets for 10 years. Specifically, Peter has managed more than 60 market locations. Peter's role as a market manager included scheduling employees, overseeing loading of trucks, fruit distribution, staff training, marketing and sales, and general oversight at the markets. A contact person at Cipponeri Family Farms is Dena Cipponeri, (209) 606-5299, 25 Verduga Road, Turlock, CA 95380.0

Peter has operated the Carmel By-The-Sea Farmers' market for one year (2015 season). Peter oversees all market operations, which includes planning the market layout, recruiting and selecting market vendors, creating and implementing a marketing strategy, and maintaining/creating strong community contacts. A contact person at the Carmel Market is Janet Bombard, (831) 624-1366, City Hall, Monte Verde St. between Ocean Avenue and 7th Avenues, Carmel By-The-Sea, CA 93921.

GSFMA recently entered into agreements under which Peter will be the Director of Operations for the Copperopolis Farmers' Market and assist the City of Hughson with operating its farmers' market for the 2016 season. Peter's responsibilities at the Copperopolis and Hughson Markets will be similar to those at the Carmel Market.

Mason Ankeney – Market Manager

Mason grew up in the Central Valley and has been working at farmers' markets for over five years. For four years, Mason sold all varieties of agricultural products at markets for Cipponeri Family Farms. In 2015, GSFMA hired Mason to manage the Carmel Market, which he has successfully done for the past year. At the Carmel Market Mason manages the day-to-day operations of the market, including communicating with farmers and customers, inspecting vendor products and set-up, collecting stall fees, space allocation, handling complaints and disputes, and enforcing market rules.

Maia Cipponeri – Accounting/Office Manager

Like Peter, Maia is a life-long Turlock resident. For the past three years, Maia has provided accounting services for Vierra Dairy Farms (the largest permitted Holstein dairy in Hilmar, California) and, since 2015, she has also performed these services for GSFMA. Maia is experienced in handling payroll, accounts payable, accounts receivable, loan management, and cash-flow management. Maia performs these functions for GSFMA's operations at the Carmel Market along with other managerial responsibilities such as record keeping and human resources.

John Klotsche – Legal

John is a partner at the law firm of O'Connor Thompson McDonough Klotsche LLP. John has been providing legal advice to the Cipponeri Family for several years. He is well-versed in the laws and regulations that govern California farmers' markets, including California's Food and Agricultural Code and Code of Regulations. John is responsible for ensuring GSFMA's operations are legally compliant.

Advisory Board

GSFMA will establish an Advisory Board comprised of key stakeholders, including farmers and merchants, community representatives, sponsors and community officials. The Board will hold regular meetings to discuss issues critical to the Market's success, including maintenance, event planning, updating/changing market rules, vendor fees, fund-raising, and overall management of the Market. The Board will also hear and decide vendor disputes/violations.

Local Volunteers

GSFMA will recruit local volunteers to help run the market. GSFMA hopes to triple the number of volunteers at the Turlock Market by recruiting volunteers through local non-profits. GSFMA estimates using 10 volunteers each week (260 throughout the season). The volunteers assist the Market Manager in a variety of ways, including promoting the market, greeting and helping customers, assisting vendors, setting up and closing down the market, and operating GSFMA stalls (i.e., nutritional awareness stall and government assistance stall).

1.5 By-Laws and Operations Plan

In accordance with California's Food & Agricultural Code §47004, GSFMA has adopted a set of written Rules and Regulations that will govern its operation of the Market. For the City's convenience, a copy of the Rules is attached hereto as **Attachment B**. The City is encouraged to provide feedback or suggested changes to the Rules.

1.6 Marketing Strategy

To raise awareness of the Turlock Market and attract new customers, GSFMA will promote the Market using various marketing techniques, including those set forth below.

Branding

Branding a market with a unique logo improves customer recognition and loyalty. Accordingly, GSFMA will hire a professional marketing firm to generate a logo for the Turlock Market.

Website

GSFMA's website, www.GSFMA.org, will provide important information about the Market, including the location and hours, the Market Manager's contact information, vendor applications, the Market rules, calendar of events, special announcements, and a vendor list. GSFMA will also create a Facebook for the Turlock Farmers' Market that includes a platform for the community to provide feedback.

Signage

GSFMA will have a downtown lamppost sign that will remain in-place during the entire Market season. Moreover, prior to each market day, GSFMA will set-up sandwich board signs that announce the opening of the market and provide the location of the Market. GSFMA will work with the City to identify the best place for to display these signs in order to maximize their effectiveness.

Local Collaboration

GSFMA will identify local restaurants that use produce from the Market and encourage those restaurants to display the Markets' logo on their menus and websites.

Advertising

GSFMA will advertise the Market in the City's Turlock Journal, the Turlock City News, Facebook, and will post flyers on bulletin boards at local venues such as grocery stores, the post office, parks, etc. Moreover, GSFMA hopes the City and County websites will provide information about the Market and a link to the Market's website.

1.7 Special Market Events

GSFMA will develop and implement numerous special events throughout the year that are designed to highlight a particular holiday/season, promote local businesses/organizations and/or educate the public on market-related topics. Moreover, live music or other entertainment will be provided at each market. A description of specific events that GSFMA would like to hold at the Turlock Market are set forth below. GSFMA estimates attendance at special events to be roughly 1,000 patrons.

Seasonal events:

- *Grand Opening* - Celebrate the start of a new market year at the first GSFMA operated Turlock Farmers' Market. There will be live music and every customers will receive a complimentary re-usable grocery bag with the Market logo. Balloons and face painting will be provided for the kids. The event will take place on May 7, 2016.
- *Independence Market* – Stock up for Fourth of July needs at the Market. The Market will host a watermelon eating contest where the winner can take home as many watermelons as they can carry to their car in one trip, plus a $25 gift certificate redeemable at a local Turlock restaurant. There will also be live music and face painting for kids. The event will take place on July 2, 2016.
- *Peach Week* – GSFMA will advertise and hold a peach competition that will be judged by local celebrities. The competition will include 3 contests: (1) best peach jam, (2) best canned peaches, and (3) best baked good highlighting peaches. First, second and third place winners will receive gift cards redeemable at a local Turlock

restaurant in the following respective amounts $100, $50, and $25, and will be recognized on the Market's Facebook page. This event will take place on August 6, 2016.

- *Melon Mania* – GSFMA will advertise and hold a blind melon tasting contest where customers will taste numerous types of melons while blindfolded. The first four customers that successfully identify the name of each melon tasted will receive $25 gift cards redeemable at a local Turlock restaurant. The event will take place on September 3, 2016.
- *Hallows Eve Market* – Celebrate the fall harvest with scary face painting and pumpkin carving station for kids, a vendor costume contest, music, and scary décor. The event would take place on October 29, 2016.

Promotional events:

- *Meet the Turlock Police/Fire Department Market* – GSFMA will partner with local police/fire departments to meet and greet with the community during the Market, check out fire engines and other emergency equipment, and receive complimentary plastic police badges/firemen hats. The market would take place in May and August 2016.
- *Meet our Chefs Market* – GSFMA will ask local chefs volunteer to create signature dishes using local and seasonal produce being sold at the Market. Each participating restaurant will have its logo prominently placed on the GSFMA website, fliers leading up to the Market and on banners placed throughout the Market. All proceeds for tastings will be donated to a local foodbank.
- *Featured Vendor* – Once a month, GSFMA will highlight one of the smaller vendors at the Market in promotional materials (website, Facebook, fliers, etc.). The goal will be to help the smaller businesses gain recognition and grow their customer base.
- *Tag GSFMA* – Tag GSFMA in a Facebook post and get a free peach at the Market from Cipponeri Family Farms.

Educational events:

- *Heart of the Valley Market* –GSFMA will look to partner with the Turlock Historical Society to help operate a booth that provides historical information on the City's origins beginning with John William Mitchel's founding of the City.
- *Cooking Lessons and Demonstrations* - GSFMA will invite local chefs to attend the market and provide complimentary cooking lessons during the Market using local farmers' market ingredients. Volunteer chefs will receive sponsorship recognition on the GSFMA website, fliers and banners during the Market. This event will occur sporadically throughout the year.
- *Dairy Day* – GSFMA will partner with Vierra Dairy Farms to bring cows to the market and educate customers on the various local dairy products that they produce. The event will include petting of the animals and education about calves and heifers. GSFMA will also invite kids from local chapters of 4-H and Future Farmers of America to practice for the Stanislaus County fair show. This event will take place on June 18, 2016.

1.8 Social and Environmental Responsibilities

Government Assistance Program

GSFMA will establish, implement and promote a Government Assistance Program that ensures the Turlock Market is accessible for recipients of various government assistance, including the Supplemental Nutritional Assistance Program (or CalFresh), WIC Farmers' Market Nutrition Program and Senior Farmers' Market Nutrition Program. GSFMA will not put the burden on vendors to accept this government assistance. Instead, GSFMA will become authorized to accept EBT cards, and government vouchers/checks and will establish a centralized stall in the Market that will accept debit cards/vouchers/checks in exchange for Market dollars to be spent at any qualifying vendor's booth. At the conclusion of

the Market, vendors can exchange the market dollars for payment. The stall will also offer information on how residents can qualify and apply for various forms of federal assistance.

Healthy Cooking Demonstrations

Throughout the year, GSFMA will ask local chefs to provide cooking demonstrations at the Turlock Market that teach residents how to cook healthy using the fresh produce available at the Market. As part of these demonstrations, GSFMA will provide complimentary healthy recipe cards to customers.

Share the Harvest Program

GSFMA will start a Share the Harvest Program so that the Market can help benefit those in the community without any means to access the Market. As part of this Program, GSFMA will ask all of its vendors to donate leftover produce that will not holdover for sale at the next Market. GSFMA will partner with a local foodbank (e.g., Turlock Gospel Mission, West Side Ministries, Salvation Army) to ensure the donated items reach local residents in need. Customers will also be made aware of the Program and encouraged to purchase and donate items throughout the year. During the holidays, GSFMA will implement a holiday food drive where shoppers can purchase and donate grocery bags at a 10% discount.

A No Waste Market

GSFMA will endeavor to make this a no waste market. The goal will be to remove, reduce and recycle plastic, and to recycle and compost all materials generated at the Market. To help achieve this goal, GSFMA sell reusable organic plastic grocery bags that display the Turlock Farmers' Market logo. This will help advertise the market while, at the same time, reduce waste. Compost and Recycling containers will also be strategically placed throughout the Market.

Sanitation

For each market, GSFMA vendors will have access to a fixed restroom located at 331 E. Main Street, as evidenced by the letter from Eric Gonsalves (the property manager for this building) that is attached hereto as **Attachment C**.

1.9 Budget

GSFMA has estimated its expenses and revenue for operating the Market for the first year. Based on the expenses, GSFMA may operate the Market at a loss for the first year. This is not unexpected due to various one-time start-up costs (e.g., logo, website, etc.). GSFMA's expectation is that the Market will grow and become profitable after the first year of operations.

Estimated expenses:

▪ Staffing	$7,540.00
▪ Entertainment	$2,600.00
▪ Office overhead	$4,400.00
▪ Equipment (tents, tables, chairs, etc.)	$3,460.00
▪ Marketing (logo, website, signage, etc.)	$8,750.00
▪ Insurance	$920.00
▪ Permits, Licensing	$564.00
▪ State fees	$2,340.00
▪ Rent to Turlock	$5,000.00[3]
Total Expenses	**$36,674.00**

[3] To be earmarked for a positive community event to be determined annually by the City.

Estimated Revenue:

▪ Membership fees	$4,000.00
▪ Stall fees	$28,600.00
▪ Sponsorships/Advertising	$5,000.00
Total Revenue	**$37,600.00**
Annual Net Income	**$926.00**

GSFMA is properly registered and in good standing with the State of California, as evidenced by the Business Entity Detail sheet printed from the California Secretary of State's website that is attached hereto as **Attachment D**. GSFMA was incorporated in January 2015, has not yet had to pay state or federal taxes and, therefore, cannot attach any tax returns to this proposal. However, in order to mitigate any concerns that the City may have about GSFMA's financial stability, if selected to operate the Market, GSFMA will place $25,000 into an escrow account designated by the City as security for any Market-related claims or debts.

1.10 List of Farmers' Market Vendors

A. List of Vendors providing certified farmers' markets products and other non-certified products.

As discussed in section 1.2, GSFMA intends to invite all of the following vendors that participated during the 2015 season back to the Turlock market in 2016:

Athena's Gift EVOO – Olive oil.	Dumont Boutique – Clothing vendor.	King Beef – Beef vendor.	Packwood Farms – Fresh local produce.
Bava Farms – Vegetables, stone fruit, and peppers.	Edith's Gourmet Baking Co. – Artisan breads, cookies, pies...	Latif's – Locally baked goods, e.g., pies and cobblers.	Pageo Lavender Farm – Various lavender products.
Bistro 234 – Food and beverage.	Ellie & Charley's Natural Garden – Local organic fruit, vegetables and herbs.	Legacy Toffee – Toffee and caramel popcorn.	Soaps by Hailey – Local soap vendor.
Cipponeri Family Farms – Stone fruit, nuts and melons.	Glass Art – Glass art.	Lisa's Cookie Creations – Specialty cookies.	Sunblest Orchards – Local stone fruit vendor.
Cece's Bows – Bow maker.	Golden Comb Honey – Local honey vendor.	Life is Sweet – Cupcakes.	Three Acre Farm – Vegetables and herbs.
Cafe Marius – Food and beverage.	Hawaiian Escape Shaved Ice – Shaved ice vendor.	Maria's Mexican Food & Seafood – Food and beverage.	Urban Farmers – Local produce.
Colston's Dog Treats – Various pet treats.	Hummus Heaven – Hummus vendor.	Nicolau Farms – Artisan goat cheese makers.	Valeria's Gifts – Jewelry.
Cottage Blueberries – Blueberries.	J & J Ramos Farms – Stone fruit.	Oaxacan Tamales – Food and beverage.	Wolfsen's Meat & Sausage – sausage, jerky, steaks, other specialty meat products.
Cervenka Photography – photographic art.	Jars of Delicious – Local vendor offering jams, jellies fruit butters, and pie fillings.	Pablo's Premium Salsa – Fresh salsa.	Yang's Farm – Strawberries and local vegetables.

In addition to the above vendors, GSFMA will recruit new vendors to the Turlock Market. As discussed in section 1.2, above, GSFMA will select new vendors with an emphasis on the following criteria: (1) the vendors' vicinity to Turlock (with preference being given to local vendors), (2) the quality of the products offered by the vendor, and (3) whether the products help diversify the market. Specific new vendors that GSFMA has targeted for this Market are: Smit Farms (organic fruits and nuts), Halls Organic Farms (organic vegetables and strawberries), JSM Organics (organic vegetables, flowers, and strawberries), Tres Bien Creamery (goat and cow cheese), Pedro Medina Farms (conventional strawberries, blackberries, raspberries). GSFM would also like to increase the involvement of local restaurants/cafés such as Latif's, Lisa's Cookie Jar, Edith's Gourmet Baking Co., and Bistro 234.

GSFMA believes it is important to expand the number of vendors at the Turlock Market for two reasons. First, adding vendors will enable GSFMA to increase the variety of products being offered at the Market. Second, the studies referenced in section 1.2, above, indicate that expanding the size of the Market will foster a "positive cycle of growth," e.g., increasing revenue that allows for more advertising and outreach programs which, in turn, attracts more customers and vendors. Expanding the Turlock Market is consistent with the Legislature's belief that direct marketing of "a variety of California-produced agricultural products should be maximized and encouraged." *See* Cal. Food & Agr. Code §4700(c).

GSFMA will provide City with a list of vendors and products on the fifteenth day of the month after the last month of each quarter, or more frequently if requested by the City.

B. Number of vendors providing certified farmers' market products: Approximately 16-22.

C. Number of vendors providing non-certified farmers' market products: Approximately 24-28.

1.11 Vendor Regulatory Compliance Program

GSFMA's Rules and Regulations will require participating vendors to comply with all applicable federal, state and local laws, regulations and ordinances. When submitting an application to participate at the Turlock Market, all vendors will be required to acknowledge that they have received and reviewed GSFMA's Rules and Regulations.

GSFMA's Rules and Regulations, which will be available on GSFMA's website and at the Market, will identify the procedures that apply when a vendor violates a rule, regulation or ordinance. A vendor that is deemed to have violated the Rules and Regulations will be entitled to an appeal process that complies with California's Code of Regulations §1392.6(g). Specifically, the vendor will receive written notice of the violation that includes a factual basis for the violation and any resulting penalty. Thereafter, the vendor will be entitled to appeal the violation/penalty by submitting a written request for appeal within fourteen (14) days from the date the vendor received the notice of violation. If a vendor requests an appeal, the vendor will have the opportunity to dispute the violation/penalty in a hearing before the Advisory Board. Within a reasonable time after the hearing, GSFMA will provide a written statement of decision.

To further ensure compliance, prior to each market, GSFMA's Market Manager (or authorized assistant) will have vendors complete a checklist in the form attached as **Attachment E**.

1.12 Collaboration and Partnerships

GSFMA intends to forge partnerships with the following local organizations and agencies:

- City of Turlock Police Department – As discussed in section 1.7, GSFMA hopes to implement a Meet the Police Department event at the Turlock Market that will allow Turlock's residents to meet the men and women who protect the City of Turlock.
- City of Turlock Fire Department – As discussed in section 1.7, GSFMA hopes to implement a Meet the Fire Department event at the Turlock Market that will allow Turlock's residents to get to know members of the fire department and help educate the public on safety topics, emergency preparedness and the various emergency response equipment.
- Local Food Banks – As discussed in section 1.8, GSFMA will implement a Share the Harvest Program that encourages vendors and customers to donate produce to local food banks. Organizations that GSFMA will target for this program include the Turlock Gospel Mission, West Side Ministries, Salvation Army, United Samaritans Foundation and the Second Harvest Food Bank.
- Future Farmers of America and 4-H – GSFMA will reach out to Future Farmers of America and 4-H for help operating the Market. Local chapter members will gain valuable experience in one of the fastest growing areas of agriculture.
- Turlock Historical Society – As discussed in section 1.7, GSFMA will hold special events that educate the customers on Turlock's history. GSFMA hopes to partner with the Turlock Historical Society to fulfill this goal.

1.13 City of Turlock Requirements

To operate the Turlock Market, the City will be a critical partner to GSFMA. In addition to having at least one City official volunteer their time to sit on the Advisory Board, GSFMA would also seek the City's assistance in procuring a street closure permit authorizing GSFMA to operate the market at the location and on the days and times described in section 1.1, above.

1.14 Certified Market Designation

If selected to operate the Turlock Market, GSFMA will provide the City with documentation that shows GSFMA is able to operate the Market under all relevant laws and regulations. Among other things, GSFMA will demonstrate that it is a certified producer and, therefore, authorized to operate a certified farmers' market under California Code of Regulations §1392.2(a); is properly registered and holds a valid Operator's Certificate, as required under California Food & Agricultural Code §47020; and holds a valid business license issued by the City of Turlock.

ATTACHMENT

B

GOLDEN STATE
FARMERS' MARKETS ASSOCIATION

Rules & Regulations

(Effective Jan. 1, 2016)

Peter Cipponeri Farms, LLC dba
Golden State Farmers' Markets Association
P.O. Box 1131
Turlock, CA 95381
(209) 620-8998

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GOLDEN STATE
FARMERS' MARKETS ASSOCIATION

RULES & REGULATIONS

I. AUTHORITY TO OPERATE

Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association ("GSFMA") is a certified producer that is authorized to operate the certified farmers' markets by the State of California. Each market operated by GSFMA (the "Markets") is certified by the County Agricultural Commissioner as a direct marketing outlet for producers to sell their products directly to consumers.

The Markets are operated in accordance with the laws and regulations pertaining to direct marketing in California, including the California Food and Agricultural Code (e.g., Div. 17, Ch. 10.5, §§47000, *et seq.*) and the California Code of Regulations (e.g., 3 C.C.R. §§1392, *et seq.*).

II. PURPOSE AND IMPLEMENTATION OF THE RULES

Pursuant to California Food and Agricultural Code §47004 and California Code of Regulations §1392.6, GSFMA adopts these Rules and Regulations (the "Rules") as of January 1, 2016. The purpose of these Rules is to govern the operation, administration and management of the Markets. All participating vendors (i.e., individuals/entities that GSFMA approves to sell products at a Market) must be familiar with and comply with the Rules, as well as all local, state and federal laws and regulations pertaining to direct marketing in California.

GSFMA's governing body and its designated agents have the final authority in interpreting and enforcing these Rules. GSFMA's governing body and its designated agents shall implement and enforce all rules and regulations pertaining to the operation of the Markets in a fair and equitable manner. GSFMA reserves the right to make additions or deletions to these Rules when deemed necessary. Reasonable notice of these changes will be provided to the vendors.

III. ADMISSION

A. Admission of Vendors into the Market

In order to be considered for admission to sell products at a Market, a prospective vendor must submit to GSFMA a complete GSFMA "Market Application."

GSFMA has complete discretion to determine whether to admit an applicant into any of the Markets. In deciding whether to admit an applicant, GSFMA will consider various factors, including, without limitation:

1. History of compliance with Rules and local, state, and federal laws and regulations.
2. History of participation at the market.
3. Vicinity of producer's business to the market.
4. The quality of the product to be offered for sale.
5. The number of other vendors selling the applicant's product.
6. Space availability.
7. The best interests of the market.

Applicants that are approved by GSFMA to be a vendor at a Market must obtain, and keep current, a business license from the city where the Market is located.

Vendors are not permitted to assign selling space in a Market. Any change in a vendor's business ownership requires submission of a new Market Application.

B. Admission of Products into the Market

A vendor may only sell certified and non-certifiable agricultural products that he/she/it has produced by the practice of agricultural arts upon the land that the vendor farms and owns, rents, leases, or sharecrops. All products must comply with all laws and regulations pertaining to maturity, quality and labeling.

Vendors selling certified agricultural products may only sell products listed on both his/her/its current and valid certified producers' certificate and Market Application.

GSFMA has complete discretion to determine whether to admit any certifiable agricultural or non-certifiable agricultural product to a Market or nonagricultural product (with GSFMA approval) to an area adjacent to a Market. In exercising this discretion, GSFMA shall consider, among other things, the six criteria discussed in section III.A, above.

C. Vendor Fees

Unless waived for a particular Market, each vendor must pay a non-refundable annual membership fee, which shall be paid prior to the vendor's participation at a Market. Moreover, each vendor must pay a stall fee for each 10 foot by 10 foot space occupied by the vendor. Stall fees shall be paid each market day before the close of the Market. Late payments bear interest at a rate of ten (10) percent per year. Membership and stall fees are specified in the Market Application

D. Space Allocation

GSFMA has complete discretion to determine a vendor's location, space size and other factors of assignment of selling space in a Market. In making this determination, GSFMA will consider various factors, including, without limitation:

1. Maintenance of consumer-producer relationships.
2. Concerns about unsafe or unsanitary conditions.
3. Need to alleviate chronic overcrowding.
4. Empty spaces which need to be filled.
5. Increase foot traffic.
6. The Vendor has engaged in conduct considered detrimental to the market.
7. Failure to attend a previously reserved market space without adequate prior notice.
8. Failure to adhere to market arrival and departure times.

IV. MARKET OPERATING SEASON, DAYS AND HOURS

The days and hours for any market shall be set by GSFMA. Vendors must arrive no earlier than 2 hours prior to and no later than 30 minutes prior to the published opening time of a Market and leave within one hour after the published closing time of a Market.

Sales prior to the posted opening hours of a Market or after the posted closing hours of a Market are prohibited. Vendors may leave a Market site prior to the published closing time only upon the approval of the Market Manager who will assess public safety and welfare.

V. CANCELLATIONS

GSFMA endeavors to keep each stall at the Markets occupied each week. Vendors who will not attend a Market must notify the Market Manager at least forty-eight (48) hours prior to the market day to avoid stall fee charges. Vendors who cancel less than two (2) days before a Market day, regardless of the reason, are responsible for the stall fee unless GSFMA can fill the stall.

Repeated absences, regardless of their cause or whether notification was provided, may result in suspension or removal from a Market.

VI. SETUP, SANITATION, AND SIGNAGE

A. Setup

Display table frontage must be behind the setup line designated by the Market Manager. No displays, shade overhangs, signs, or boxes may extend into the common customer traffic aisle way.

Vendors that display products on a side table must allow at least 24 inches of unobstructed side aisle. Tables and other display fixtures must be sturdy, stable and not overloaded. All shades and shelters must be tied down and completely secured in windy conditions or be subject to immediate and uncompromised removal.

Vendors shall observe all fire lanes while loading and unloading.

B. Sanitation

Before any sales transactions are allowed, the vendor's area must be cleared and cleaned of any produce trimmings or debris of any type. Absolutely no trash of any type will be allowed on the stall grounds, the consumer area directly surrounding the stall, or in any other contiguous area that could constitute a health or safety issue. Any waste water generated during the market for washing of produce or utensils must be collected by the vendor, removed from the market area in a container with a lid, and properly disposed of at the vendor's farm or business.

Before the vendor may leave a market, both its stall the surrounding area must be free of any produce and debris. Vendor's shall remove and properly dispose of all trash.

No live animals shall be kept or allowed within 20 feet of any area where food is stored or kept for sale. With the exception of service animals, no animals are allowed at the Markets.

C. Signage

Vendors must post a conspicuous sign or banner at the point of sale that states the name of the vendor's farm, ranch or establishment and the city or town where their production occurs and a statement that "WE GROW WHAT WE ARE SELLING" or "WE RAISED WHAT WE ARE SELLING" or "WE GROW WHAT WE SELL" or similar phrases that clearly represent that the vendor is only selling products that they themselves have grown, raised or produced on California land that they possess or control. Signs shall use letters not less than 1.5 inches in height in a clear style with sufficient contrast between the color of the lettering and the color of the background. Said sign shall be visible to shoppers at all times during the Market hours.

All vendor selling unpasteurized almonds or dairy products shall be required to display a GSFMA-approved warning sign indicating the possible health risks related to consuming unpasteurized products. This warning statement must also appear on the label of the unpasteurized products.

All vendors selling processed agriculture shall do so in accordance with relevant local, state and federal laws and regulations, including, without limitation, the packaging requirements set forth in Food & Agricultural Code §47004(c)(2).

VII. SAMPLING

Sampling of products is allowed only so long as the sampling procedures are in compliance with state and county regulations concerning the safe distribution of food products. GSFMA may issue its own sampling guidelines that are more restrictive than those of the state or county.

VIII. NOISE

No music is allowed to be played during market sales hours. No amplified noise, loud hawking, barking or shouting to promote product is allowed. All product promotion must occur within the space assigned to the producer and not in any common area. Disruptive action in the Market is prohibited.

IX. CONDUCT

Vendors are expected to conduct themselves in a safe and courteous manner. No rude, abusive, insulting, disruptive, or threatening behaviors is permitted.

Any statement and/or action which is deemed to be offensive, abusive, or otherwise inappropriate to a customer, market manager, market staff person, attending producer, GSFMA staff person, sponsor, or any official from a city, county or state agency conducting business within the market parameters, will be considered a violation to these market rules and will be subject to any or all disciplinary steps indicated in these market rules.

All vendors shall sell/market their products in a manner satisfactory to the Market Manager and in an honest, conscientious and business-like manner.

X. RECORD AUDITS

Upon request, vendors shall provide GSFMA with access to any and all of the vendors' business records reasonably necessary for GSFMA to confirm the vendor's compliance with local, state and federal laws and regulations that pertain to direct marketing in California.

XI. INSURANCE AND INDEMNITY

All vendors shall, at their expense, procure and maintain insurance on all of their operations, in companies admitted and qualified in California, having a minimum A.M. Best rating of A-VII, and acceptable to GSFMA, as follows: (i) Comprehensive General Liability Insurance, , in the amount of $1,000,000 per occurrence, $2,000,000 General Aggregate and (ii) automobile liability insurance covering bodily injuries (including death) in the amount of $1,000,000.

Vendor further agrees to provide and maintain Workers' Compensation Insurance in conformity with the laws of the State of California and Employer's Liability Insurance in the amount of $1,000,000 per occurrence. GSFMA and the agency/entity that owns the land on which the Market is operated, and their respective partners, officers, agents, directors and employees shall be named as "Additional Insureds" under the vendor's Comprehensive General Liability and Automobile policies. The policies shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by GSFMA, the agency/entity sponsoring the market and their respective partners, officers, directors, agents and employees, will be excess only and will not contribute with vendor's insurance.

Vendors shall provide Certificates of Insurance, or other evidence of insurance as requested by GSFMA. The certificates shall provide that there will be no cancellation or reduction of limits without thirty (30) days prior written notice to GSFMA.

With the exception that this section shall in no event be construed to require indemnification by vendor to a greater extent than permitted under the statutes or public policy of the State of California, any vendor that is admitted to sell produce at a Market agrees to defend, indemnify and hold harmless GSFMA and the agency/entity that owns the land on which the Market is operated, including each of their officers, members, directors, partners, joint venturers, employees, agents, affiliates, parents and subsidiaries, and each of them ("Indemnified Parties") from and against any and claims, demands, causes of action, damages, costs, expenses, including actual attorneys' fees, expert fees or consultant fees, losses or liability, of every kind and nature whatsoever ("Claims") arising out of or in connection

with the vendors participation at a Market. Vendor's duties under this section shall apply to Claims for, but not limited to, (a) personal injury, including, but not limited to, bodily injury, emotional injury, sickness, disease, or death to persons and/or damage to property of anyone (including loss of use thereof); (b) damages and penalties imposed on account of any violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of vendor; (c) claims of infringement or violation of any copyrights, patent rights or similar rights; and (d) any failure or alleged failure to comply with the terms of these Rules.

The defense and indemnification requirements of this section shall extend to Claims occurring before and after the vendor's rights to participate at a Market are terminated. Vendor's defense and indemnity obligations under this section shall not be limited by the insurance requirements set forth above, nor shall the insurance provisions be limited by the scope of this indemnity.

If it is finally determined by a court of competent jurisdiction that any provision in this section is void or unenforceable under governing law, then such provision shall be deemed stricken from the section and the remaining provisions shall remain in full force and effect and shall be construed to provide for the maximum defense and indemnification obligation by vendor permitted by law.

XII. INSPECTIONS

All vendors shall make their points of production available to GSFMA or GSFMA's designated inspector as required to verify vendor's compliance with state law and these Rules.

XIII. ORGANIC PRODUCTS

Any vendor selling organic products or representing products as organic shall conspicuously post at the point of sale a photocopy of his/her/its current State of California organic registration.

If a vendor is selling both organic and non-organic products at the same stall, clear and concise separation of the products and signage shall be required. Handlers must prevent the commingling of organic products with non-organic products and protect organic products from contact with prohibited substances.

XIV. FORMS OF PAYMENT

All producers shall accept GSFMA approved methods of customer payment. In the event GSFMA establishes a Government Assistance Program at a Market, vendors shall accept GSFMA-approved Market Dollars from customers as payment for agricultural products and shall redeem those Market Dollars for payment at the GSFMA-designated location at the conclusion of the Market.

XV. NO WASTE MARKETS

GSFMA endeavors for its markets to be no waste markets. Accordingly, vendors are expected to use reasonable efforts to minimize all waste at the Markets.

XVI. PRICES

Product prices are set by individual vendors. All prices must be clearly posted. Collusion among market participants to set prices is strictly forbidden.

XVII. SCALES

When any agricultural products are sold by weight, the type of scale used shall be approved by the Department of Food and Agriculture, and shall be tested and sealed for use by the county sealer-director of weights and measures.

XVIII. PARKING

When possible, vendors will be provided vehicle parking at their stall space. When space is not available, vendors must park off-site in designated off-site vendor parking.

XIX. LOAD SHEETS

At the end of each market day, vendors will complete and submit to the Market Manager an itemized list of all products sold at the market. The list shall state the name of the certified producer, the identity of each product sold as it appears on the certified producer's certificate, and the quantity of each product sold at the market, including all processed agricultural products.

XX. VIOLATIONS

A. Violations and Penalties

GSFMA's governing body and its agents may issue warnings, written violations, fines, suspensions, and/or remove a vendor from any market, or have any selling privilege at a Market curtailed, for failure to comply with these Rules and all other applicable local, state or federal laws and regulations.

The severity of the penalty will be decoded at the reasoned discretion of the GSFMA governing body or its designated agents based upon the nature and repetition of the violation. Vendors are responsible for the actions of their agents and employees.

B. Procedure for Fines, Suspensions and Removal

For violations that result in a fine, suspension or removal, GSFMA will provide the vendor with a written Notice of Violation the includes the factual basis for the violation and the penalty.

A vendor may appeal a fine, suspension or removal by submitting to GSFMA a written request for an appeal within fourteen (14) calendar days from the date the vendor receives the Notice of Violation. Untimely requests for an appeal will not be considered.

If an appeal is requested, within a reasonable time, GSFMA shall provide the vendor with

an opportunity to dispute the violation and/or penalty in a hearing conducted by GSFMA's Director of Operations. The appellant has the burden of proof. In order for the appellant to prevail, he/she/it must show, by a preponderance of the evidence that GSFMA's decision under review is not authorized by applicable local, state or federal law, is inconsistent with these Rules, or is not supported by the evidence.

Within a reasonable time after the hearing, GSFMA's Director of Operations will provide a short, written statement of decision.

XXI. DISPUTE RESOLUTION

In the event that a dispute arises between a vendor and GSFMA concerning a vendor's participation at a Market, the vendor and GSFMA shall attempt to resolve the dispute by participating in non-binding mediation as a prerequisite to litigation using a mediator that is mutually agreeable to the vendor and GSFMA. The vendor and GSFMA shall each pay 1/2 of the mediator's fee.

ATTACHMENT C

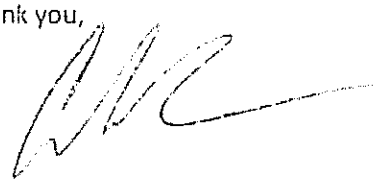
To: Peter Cipponeri

RE: Bathroom use for Farmers Market

Dear Mr. Cipponeri

This letter shall serve as approval to use the restrooms located at 331 E Main Street for the duration of the farmers market. A key shall be provided to the market manager and ADA bathrooms shall be available for your vendors use throughout the farmers market. The market manager shall be responsible to clean and maintain the restrooms during the use by the farmers market vendors.

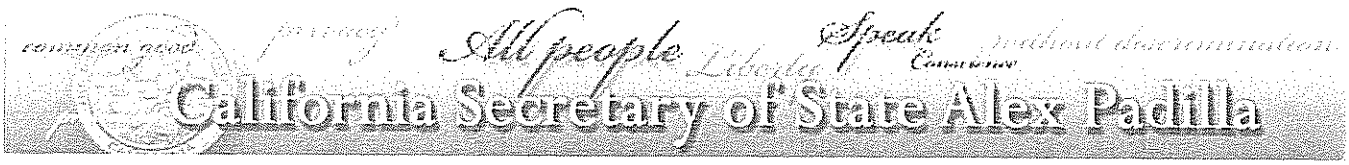
Thank you,



Eric Gonsalves

Property manager

ATTACHMENT D



Iness Entities (BE)

Online Services
- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources
- Business Resources
- Tax Information
- Starting A Business

Customer Alerts
- Business Identity Theft
- Misleading Business Solicitations

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, March 04, 2016. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	PETER CIPPONERI FARMS, LLC
Entity Number:	201501010197
Date Filed:	01/06/2015
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	3231 E HAWKEYE AVE
Entity City, State, Zip:	TURLOCK CA 95380
Agent for Service of Process:	PETER CIPPONERI
Agent Address:	3231 E HAWKEYE AVE
Agent City, State, Zip:	TURLOCK CA 95380

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

Modify Search | New Search | Printer Friendly | Back to Search Results

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Access to Public Records for County Government

Search Results

Fictitious Business Detail

Business Detail Query Search Results

Criteria: 2015 0001971

File No.	Business Name / Address	Filing Date	Start Date	End Date
Order Copy				
2015 0001971-00	GOLDEN STATE FARMERS' MARKET ASSOCIATION 3231 E HAWKEYE AVE TURLOCK, CA 95380	08/18/2015		
Owner	PETER CIPPONERI FARMS LLC			

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13300 New Airport Rd. Suite 101 Auburn, CA 95602

ATPAC

ATTACHMENT

E

GOLDEN STATE
FARMERS' MARKETS ASSOCIATION

VENDOR CHECKLIST

Thank you for your participation at the Turlock Farmer's Market. Below is a checklist for you to complete and return to the Market Manager prior to the time the Market opens at 8:00 a.m.

- ○ Vendor has reviewed and will adhere to the Market Rules & Regulations and all federal, state, and local laws, regulations and ordinances applicable to Vendor's participation at the Market.
- ○ Vendor has a valid business license issued by the City of Turlock.
- ○ If vendor sells certified agricultural products, vendor holds a valid Certified Producer's Certificate.
- ○ If vendor sells organic agricultural products, vendor holds a county-issued Organic Registration Certificate.
- ○ If vendor sells nursery stock, vendor holds a valid Nursery License.
- ○ If vendor sells eggs, vendor is a registered egg handler with the California Department of Food and Agriculture.
- ○ If vendor sells avocados, vendor holds an exception permit or inspection certification/permit.
- ○ If vendor sells pre-packaged foods, vendor holds a valid health permit issued by Stanislaus County and vendor's packaging complies with California Food & Agricultural Code §47004(c)(2).
- ○ Vendor's scales, if any, bear a current seal from the County Department of Weights and Measures.

Date: _____

_____
Print Vendor Name

_____
Authorized Signature

Exhibit B

EXHIBIT "B"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

REFERENCES

Respondents are to provide a list of three (3) references in the area provided below. References shall be provided as required in the Proposal specifications, terms and conditions.

Operators failing to provide references shall be deemed non-responsive.

The City may contact some or all of the references provided in order to determine the Proposal performance record on work similar to that described in this Proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation/selection/award process.

Company Name:	City of Carmel By-The- Sea
Address:	P.O. Box CC
City, State, Zip Code:	Carmel, CA 93921
Contact Person:	Janet Bombard - Community Services Director
Telephone Number:	(831) 624-1366
Fax Number:	(831) 620-2004
Email Address	jbombard@ci.carmel.ca.us
Type of Business:	Public Agency
Date of Service:	September 2015 to Present

Company Name:	City of Carmel By-The- Sea
Address:	P.O. Box CC
City, State, Zip Code:	Carmel, CA 93921
Contact Person:	Steve Dallas - City Council Member
Telephone Number:	(831) 620-2000
Fax Number:	(831) 620-2004
Email Address	dallasforcarmel@gmail.com
Type of Business:	Public Agency
Date of Service:	September 2015 to Present

Company Name:	City of Carmel By-The- Sea
Address:	P.O. Box CC
City, State, Zip Code	Carmel, CA 93921
Contact Person:	Carrie Theis - City Council Member
Telephone Number:	(831) 624-2745
Fax Number:	(831) 620-2004
Email Address	ctheis@ci.carmel.ca.us
Type of Business:	Public Agency
Date of Service:	September 2015 to Present

Proposal Operator Name: Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association

Additional references on the following page.

EXHIBIT "B"

REFERENCES CONTINUED

Company Name:	Castle and Cooke
Address:	100 Town Square Road
City, State, Zip Code:	Copperopolis, CA 95228
Contact Person:	Kim Hamilton – Marketing Director
Telephone Number:	(209) 785-9700
Fax Number:	
Email Address:	khamilton@castlecooke.com
Type of Business:	Real Estate Developer
Date of Service:	July 2015 to present.

Company Name:	City of Hughson
Address:	7018 Pine Street
City, State, Zip Code:	Hughson, CA 95326
Contact Person:	Jaylen French – Building, Planning & Public Works Division
Telephone Number:	(209) 833-4054
Fax Number:	
Email Address:	jfrench@hughson.org
Type of Business:	Public agency
Date of Service:	Services will commence on May 2016 and will continue through September 2016.

Exhibit C

EXHIBIT "C"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Exceptions, Clarifications, Amendments
List requests for Proposal clarifications, exceptions, and amendments below, if any, sign and submit with your Proposal response.

Attachment	Reference To:		Description
	Page No.	Paragraph No.	
			No exceptions. The City's agreement can be executed.

Operator's Company Name: Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association

Peter Cipponeri

Signature of Operator/Authorized Representative

Exhibit D

EXHIBIT "D"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

INSURANCE DECLARATIONS

Name of Operator: Golden State Farmers' Market Association

Business Address: PO Box 1311, Turlock CA 95381

Particular insurance specifications and requirements will be set forth in the Agreement. In general, the following documents are required upon award of Proposal:

A Certificate of Insurance accompanied by the following Endorsements:

- ✓ General Liability Additional Insured (CG 20 10 for ongoing operation and 20 37 for products/complete operations)
- ✓ Automobile Liability Additional Insured - non owned auto provided by endorsement, see sample form.
- ✓ Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
- ✓ Primary and Non-Contributory
- ✓ General Liability Waiver of Subrogation
- ✓ Workers' Compensation Waiver of Subrogation

The undersigned, as Operator, declares that he/she has carefully examined the insurance requirements in the conditions and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified by City Agreement. The City in its discretion may be require additional insurance.

Signature: Peter Clyman

Date: 3/8/2016

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN FIVE (5) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

The undersigned, as broker or insurance agent for Operator, declares that he/she has carefully examined the insurance requirements in the general conditions and will furnish, provide, and execute on behalf of Operator all necessary insurance certificates and endorsements or other documents specified by City.

Signature: Anna Stewart

Date: 3/8/2016

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

Peter Cipponeri Farms, L.L.C.

A California Limited Liability Company
(Member-Managed)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT ("Agreement") is made and entered into effective March 10, 2016, by and among: Peter Cipponeri and Maia Cipponeri (collectively referred to in this agreement as the "Members").

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective January 6, 2015, the Members formed a limited liability company under the name Peter Cipponeri Farms, L.L.C. (the "Company") pursuant to the Limited Liability Company Act of the State of California (the "Act"). The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Peter Cipponeri Farms, L.L.C., or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of California.

1.4 *Office.* The Company will maintain its principal business office within the State of California at the following address: 3231 E. Hawkeye Avenue, Turlock, CA 95380.

1.5 *Registered Agent.* Peter Cipponeri is the Company's initial registered agent in the State of California, and the registered office is 3231 E. Hawkeye Avenue, Turlock, CA 95380.

1.6 *Term.* The term of the Company commenced on January 6, 2015 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

2.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's percentage interest in the Company, as set forth in Schedule 1 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

2.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

2.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 3. INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 4. POWERS AND DUTIES OF MANAGERS

4.1 *Management of Company.*

4.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

4.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

4.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

4.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

4.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 7.

SECTION 5. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

5.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

5.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

5.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 6. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

6.1 *Method of Accounting.* The Company will use the method of accounting previously determined by

the Members for financial reporting and tax purposes.

6.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

6.3 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 7. TRANSFER OF MEMBERSHIP INTEREST

7.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

7.2 *Right of First Refusal.* Notwithstanding Section 7.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

7.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

7.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

7.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

7.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 7.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 7.2 will again apply to the Interest proposed to be sold or conveyed.

7.2.5 Notwithstanding the foregoing provisions of Section 7.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 7.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

7.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company,

that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

7.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 7.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 7.3.

7.4.1 Any transfer of Economic Rights pursuant to Section 7.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

7.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 7, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 7.5.

7.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member.

7.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 7. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

7.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 7.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

7.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

(1) $1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

7.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

7.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 8. DISSOLUTION AND WINDING UP OF THE COMPANY

8.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

8.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

8.1.2 The agreement of all of the Members;

8.1.3 By operation of law; or

8.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event; elect to continue the business of the Company.

8.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 2 of this Agreement.

SECTION 10. GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of California (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

PETER CIPPONERI
Printed/Typed Name

Signature

MAIA CIPPONERI
Printed/Typed Name

Signature

Listing of Members – Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Peter Cipponeri Farms, L.L.C.
LISTING OF MEMBERS

As of the 10th day of March, 2016, the following is a list of Members of the Company:

NAME:	ADDRESS:	% INTEREST
Peter Cipponeri	3231 E. Hawkeye Ave., Turlock, CA 95380	50%
Maia Cipponeri	3231 E. Hawkeye Ave., Turlock, CA 95380	50%

Authorized by Member(s) to provide Member Listing as of this 10th day of March, 2016.

Peter Cipponeri
Printed/Typed Name

Signature

Maia Cipponeri
Printed/Typed Name

Signature

City of Turlock Request for Proposals
Certified Farmers Market Located on City Property
Evaluation Criteria

Vendor Name: _____

Evaluators Name: _____

ITEM	EVALUATION CRITERIA	SCORE (1-10)	NOTES
1	Operator's clear demonstration of services to be performed and the completeness/reasonableness of the proposal		
2	Operator's experience/expertise, technical capabilities, professional competence and qualifications		
3	Operator's proposed/assigned personnel's special experience/expertise, technical capabilities, professional competence and qualifications		
4	Operator's references		
5	Operator's financial stability		
6	Information contained in "Response Requirements"		
7	Best Overall Fit		
	TOTAL (out of 70)		

EXHIBIT B

EXHIBIT B

Stanislaus County
Striving to be the Best

AGRICULTURAL COMMISSIONER'S OFFICE AND
SEALER OF WEIGHTS & MEASURES

Milton O'Haire
Agricultural Commissioner/Sealer

3800 Cornucopia Way, Suite B
Modesto, California 95358
Phone: 209.525.4730 Fax: 209.525.4790

March 14, 2016

The Nonprofit status for The Turlock Certified Farmers Market was verified by me at the time certificate number 50-041515-01 for a certified farmers market was issued in April 2015. This was based on the IRS letter confirming the Turlock Certified Farmers Market status as a 501 (c) (3) nonprofit organization dated September 30, 2014. The Certified Producer box was checked in error on the form but the intention was to issue the certificate as a Nonprofit Organization Farmers Market Certificate.

Sincerely,

Steve Logan
Deputy Agricultural Commissioner
Stanislaus County
Department of Agriculture and Weights & Measures
3800 Cornucopia Way, Suite B
Modesto CA 95358
Phone: (209) 525-4730
Fax: (209) 525-4790
e-mail: stevel@stancounty.com

EXHIBIT C

GOLDEN STATE
FARMERS' MARKETS ASSOCIATION

March 18, 2016

VIA E-MAIL (AVanguilder@turlock.ca.us)

Allison Van Guilder
City of Turlock
Parks, Recreation and Public Facilities Dept.
144 S. Broadway, Turlock, CA 95380-5435

RE: Operation, Management, and Marketing of the Turlock Farmers' Market
Proposal No. 16-342

Dear Ms. Van Guilder:

In accordance with the Turlock City Council's request, below are Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association's ("GSFMA") responses to the additional questions raised during the Special Meeting that took place on Tuesday, March 15, 2016.

1. **How will GSFMA triple the number of volunteers at the market?**

GSFMA is developing a program to establish a network of volunteers to help collect produce left at the end of each market to distribute to under privileged families. We have an individual dedicated to the west-side Turlock community that will be coordinating this effort.

2. **Can volunteers legally assist a for-profit market?**

A volunteer will not be considered an employee if the individual volunteers for public service, religious or humanitarian objectives, and without compensation or expectation to receive compensation. Typically, the volunteers will serve on a part-time basis and will not displace employees or perform work that would otherwise be performed by an employee. In addition, to avoid the possibility of coercion, the Department of Labor ("DOL") takes the position that paid employees may not volunteer to perform the same type of services for their employer that they are normally employed to perform.

This standard applies to for-profit and nonprofit entities. The volunteers engaged in the activities described above therefore are not treated as employees simply because they volunteer for a for-profit entity.

/// /// ///

3. Is GSFMA in good standing at other markets?

GSFMA is an entity in good standing with all farmers' markets where it participates.

4. How much will GSFMA charge its vendors?

$100.00 Membership Fee; $22.00 per tent per day for vendors for the 2016 season.

5. How much will GSFMA charge non-profits for stalls?

There will be no charge for non-profit stalls.

6. Where will the $5,000 that GSFMA plans to donate to the City come from?

The $5,000.00 will be a contractual obligation of GSFMA. The payment will be made concurrently with the execution of the contract, if awarded to GSFMA.

7. Are there security concerns for a larger market and how will they be handled?

GSFMA does not anticipate security issues. The focus of GSFMA is to add produce so that local consumers will have direct access to more California growers. The hours of operation would certainly limit the types of issues that ultimately forced the closure of the 1990's farmers' market (which operated from 5 p.m. to 9 p.m.). While that farmers' market started out on the right track, after some time the event morphed from a farmers' market to a social gathering place, which unfortunately attracted gangs and individuals that caused substantial problems for Turlock Police Department ("TPD.")

If the TPD requests security, GSFMA will, at its cost, furnish security to the satisfaction of the Chief of Police. Furthermore, in the unlikely event that TPD dispatches officers to the market as a result of security problems, GSFMA would reimburse the City for its actual costs incurred.

Thank you and please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Peter Cipponeri
Director of Operations

EXHIBIT D

COMBINED PROPOSAL

(Upon receipt of a combined proposal documentation will be provided under separate cover)

EXHIBIT E

City Council Synopsis
March 15, 2016

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Selecting an operator to operate, manage and market a certified farmers market located on City of Turlock property

2. DISCUSSION OF ISSUE:

As a result of the Request for Proposal process 16-342 for the Operation, Management and Marketing of a Certified Farmers market Located on City of Turlock Property, the City received two proposals (Exhibit A) from the following organizations:

Turlock Certified Farmers Market
Golden State Farmers' Markets Association

While a third organization, California Farmers Market Association, attended the mandatory pre-proposal meeting, they did not submit a formal proposal.

As identified on Page 4 of the RFP, complete proposals shall consist of the following:

- Proposal Cover Sheet, Exhibit "A" and the Operator's response to the "Response Requirements"
- At least three qualifying references, Exhibit "B"
- Operator's Exceptions, Clarifications and Amendments, Exhibit "C"
- Insurance Declarations, Exhibit "D"
- Provide one (1) original and five (5) copies of the proposal

Staff has reviewed the two proposals for completeness and have found both to be complete as set forth above. Therefore both operators have been invited to submit their proposals to the City Council.

While the proposals have deemed to be complete we note the following:

Turlock Certified Farmers Market (TCFM):

Proposal

1) Proposal submitted did not reference "operational guidelines/rules" as requested under item 1.5.
    a. Upon following up with the operator, we were advised that attachment C-14 "Market Rules" should be used to meet this requirement but was only referenced under the "Vendor Regulatory Compliance Program" item 1.11.

2) TCFM has requested amendments to the agreement under Exhibit "C" of the proposal labeled "Exceptions".

3) The Certified Farmers Market Designation form submitted listed the TCFM as a Certified Producer. Upon following up with the operator, it was explained this was a mistake as they are a registered non-profit.

4) After completing the initial review and submitting the agenda item, it became evident that TCFM did not use the exhibit documents approved by Council. Exhibit "A" appears to be a previous draft version as it includes a reference to a "License No." under "Licenses and Certifications", which was removed from the final draft. Exhibit "B" and "C" appear to be re-typed/formatted. Exhibit "B" contains a spelling error in the third paragraph. TCFM's Exhibit "C" did not include a signature as required in the approved document. TCFM has been made aware of these issues.

Selection/Evaluation Criteria

1) Only 1 year of tax documentation (990-N e-Postcard) was included in the proposal. Item 5) of the "Evaluation/Selection Criteria" asks for supporting tax documents for at least the past three (3) years.
    a. Upon following up with the operator, it was explained that TCFM was advised by their CPA they are in good standing and only obligated to file once every three years.

Golden State Farmers' Markets Association (GSFMA):

Proposal

1) Proposal submitted did not reference "by-laws" as requested under item 1.5.
    a. Upon following up with the operator, it was determined that LLC's do not function with by-laws, instead they use "Operating Agreements". Since the RFP did not specifically request this document, we have accepted

the operating agreement as a supplement to the Rules and Regulations already submitted under item 1.5.

Selection/Evaluation Criteria

1) The proposal did not include 3 years of tax documents. Item 5) of the "Evaluation/Selection Criteria" asks for supporting tax documents for at least the past three (3) years.

b. Under Item 1.9 Budget, the operator explained that they were incorporated in January of 2015 and have not yet had to pay state or federal taxes and, therefore, cannot attach any tax returns to the proposal. The operator, if selected, is willing to place $25,000 into an escrow account designated by the City as security for any market-related claims or debts.

Staff has also conducted reference checks on both entities receiving generally positive responses for both.

A score sheet has been attached as Exhibit "B". Both organizations have agreed on a twenty (20) minute time frame for oral presentations and the order will be determined by drawing numbers before the start of the meeting.

Upon Council's selection of the successful operator, the City will then initiate contract negotiations with the identified operator to finalize an agreement. This agreement will be presented to Council for final approval at the March 22, 2016 meeting.

3. BASIS FOR RECOMMENDATION:

1. **Policy Goal #5 – Economic Development**
   a. **General Principle #3 – Support the business community.**

2. **Policy Goal #7 – Quality Community Programs**
   a. **General Principle #3 – Focus on partnerships to expand services and the number of citizens served.**

4. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

A. Council could select neither proposal.

B. Council could request the operators to confer and combine proposals.