

City Council Agenda



MAY 10, 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
Gary R. Hampton**
**City Clerk
Kellie E. Weaver**
**City Attorney
Phaedra A. Norton**

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

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

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

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

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

5:00 – 6:00 p.m. – Reception honoring the retirement of CSU Stanislaus President Dr. Joseph F. Sheley

1. **A. CALL TO ORDER**
B. SALUTE TO THE FLAG

2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
 - A. *Proclamation:* Retirement of CSU Stanislaus President Dr. Joseph F. Sheley
 - B. *Proclamation:* Theta Chi Fraternity Row-A-Thon, accepted by Seth Hidalgo
 - C. *Proclamation:* Public Works Week, May 15-21, 2016, accepted by Michael Cooke, Allison Van Guilder and Mike Pitcock
 - D. *Presentation:* Turlock Downtown Property Owners Association Annual Report, presented by Gina Loretelli

3. A. SPECIAL BRIEFINGS

1. CALIFORNIA STATE UNIVERSITY STANISLAUS

- a) ASI CSUS Student Government Relations Board
 - Self-Introductions
- b) Maggie White, Student Government Relations Coordinator
 - Search for New CSUS President
- c) Nicole Larson, ASI President
 - Community Engagement
- d) Sandra Loza, ASI Vice President
 - New Student Union Building
- e) Carlene Dyer, ASI Executive Assistant -
 - Opening of New Pool on CSUS Campus

B. STAFF UPDATES

- 1. Policy Goals and Implementation Plan (*Executive Staff*)
- 2. Board, Commission, and Committee Vacancies (*Weaver*)
- 3. Capital Projects and Building Activity (*Pitcock*)
- 4. Traffic Light Synchronization (*Pitcock*)
- 5. Signage Committee (*Van Guilder*)
- 6. Take Pride in Turlock (*Cooke*)
- 7. Campaign Contribution Regulation (*Hampton*)

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. **CONSENT CALENDAR**

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

- A. Resolution: Accepting Demands of 3/31/16 in the amount of \$521,003.01; Demands of 1/31/16 in the amount of \$909,237.04
- B. Motion: Accepting Minutes of the Special Joint City Council and Parks, Arts & Recreation Commission of April 26, 2016; Accepting minutes of the Regular Meeting of April 26, 2016
- C. Motion: Approving the public services agreements for Fiscal Year 2016-17 between the City of Turlock and each of the five (5) funded nonprofit and public service agencies identified in Attachment A, funded with Community Development Block Grant funds (CDBG), in the total amount of \$50,000
- D. Motion: Approving the Annual Funding Agreements between the City of Turlock and each of the seven (7) HOME Consortium sub-recipients for the purpose of undertaking HOME eligible housing assistance activities, pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, for Fiscal Year 2016-17, in the total amount of \$953,712
- E. Motion: Approving the Agreement for Special Services between the City of Turlock and Dave Young, Dave Young and Associates, to provide administrative investigation services as needed for the period of May 10, 2016, through May 10, 2017, in an amount not to exceed \$25,000 over the term of the Agreement

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

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

- A. Request to approve the revised City of Turlock Special Event Permit application, proposed fees and policies for event applications received on or after May 11, 2016.
(*Van Guilder*)

Recommended Action:

Motion: Approving the revised City of Turlock Special Event Permit application, proposed fees and policies for event applications received on or after May 11, 2016

8. SCHEDULED MATTERS

- A. Request to determine Approval of the Nonexclusive, Nontransferable, Revocable License Agreement between the City of Turlock and Ace Valet to operate a Valet Parking Service utilizing the Public Right-of-Way and Public Parking Lot is Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) (Existing Facilities) and/or Section 15304(e) (Minor Alterations to Land) of the CEQA Guidelines and Approve a Nonexclusive, Nontransferable, Revocable License Agreement between the City of Turlock and Ace Valet to operate a Valet Parking Service utilizing the Public Right-of-Way and Public Parking Lot. (*Whitmore*)

Recommended Action:

Resolution: Determining Approval of the Nonexclusive, Nontransferable, Revocable License Agreement between the City of Turlock and Ace Valet to operate a Valet Parking Service utilizing the Public Right-of-Way and Public Parking Lot is Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) (Existing Facilities) and/or Section 15304(e) (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Approving a Nonexclusive, Nontransferable, Revocable License Agreement between the City of Turlock and Ace Valet to operate a Valet Parking Service utilizing the Public Right-of-Way and Public Parking Lot

- B. Request to designate the annual 4th of July Fireworks Display a City Co-Sponsored event and appropriating \$5,000 annually to 120-10-120.47365 "Fireworks Display" from Fund 120 "Tourism" reserve balance for costs associated with the annual 4th of July Fireworks Display and authorizing the City Manager or his designee to determine how the funds will be used toward the 4th of July Fireworks Display each year. (*Van Guilder*)

Recommended Action:

Resolution: Designating the annual 4th of July Fireworks Display a City Co-Sponsored event and appropriating \$5,000 annually to 120-10-120.47365 "Fireworks Display" from Fund 120 "Tourism" reserve balance for costs associated with the annual 4th of July Fireworks Display and authorizing the City Manager or his designee to determine how the funds will be used toward the 4th of July Fireworks Display each year

- C. Request to accept the Ad Hoc Committee's review of the City's street tree ordinances and policies and Rescind Resolution No. 88-130 and adopt the revised Subdivision Street Tree Theme List and Map. (*Schulze*)

Recommended Action:

Motion: Accepting the Ad Hoc Committee's review of the City's street tree ordinances and policies

Resolution: Rescinding Resolution No. 88-130 and adopting the revised Subdivision Street Tree Theme List and Map

- D. Request to approve a Water Supply Agreement between the City of Turlock and Del Puerto Water District for the sale of recycled water to Del Puerto Water District conveyed via the North Valley Regional Recycled Water Program. (Cooke)

Recommended Action:

Motion: Approving a Water Supply Agreement between the City of Turlock and Del Puerto Water District for the sale of recycled water to Del Puerto Water District conveyed via the North Valley Regional Recycled Water Program

- E. Request to approve the purchase of one (1) Rosenbauer Type I Fire Engine through the Houston-Galveston Area Council Contract #FS12-15, pursuant to Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$500,157.76, and in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016 and the Rosenbauer chassis and body production specifications; and approve the sale of Engine 32, FR08-285 to Rosenbauer MN for \$125,000 to be discounted against the purchase of the Rosenbauer Type I Fire Engine, in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016, and appropriate \$500,157.76 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance to complete the purchase of a Type I Fire Engine from Rosenbauer MN. (Harcksen/Mallory)

Recommended Action:

Resolution: Approving the purchase of one (1) Rosenbauer Type I Fire Engine through the Houston-Galveston Area Council Contract #FS12-15, pursuant to Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$500,157.76, and in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016 and the Rosenbauer chassis and body production specifications

Resolution: Approving the sale of Engine 32, FR08-285 to Rosenbauer MN for \$125,000 to be discounted against the purchase of the Rosenbauer Type I Fire Engine, in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016, and appropriating \$500,157.76 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance to complete the purchase of a Type I Fire Engine from Rosenbauer MN

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

The Brown Act generally prohibits any action or discussion of items not on the posted agenda. However, there are three specific situations in which a legislative body can act on an item not on the agenda:

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

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

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

- A. Request to provide direction to staff to consider whether staff time and City resources should be expended on the request of Councilmember Nascimento for future consideration of establishment of a campaign finance reform ad hoc committee. (*Hampton*)

Recommended Action:

Motion: Providing direction to staff to consider whether staff time and City resources should be expended on the request of Councilmember Nascimento for future consideration of establishment of a campaign finance reform ad hoc committee

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: None

13. ADJOURNMENT

**IN HONOR OF THE RETIREMENT OF
DR. JOSEPH F. SHELEY
PRESIDENT
CALIFORNIA STATE UNIVERSITY, STANISLAUS
JUNE 30, 2016**

WHEREAS, Dr. Joseph Sheley has announced his intention to retire as President of California State University, Stanislaus; and

WHEREAS, Dr. Joseph Sheley has served faithfully and honorably as President of California State University, Stanislaus since June 11, 2012; and

WHEREAS, Dr. Sheley's years of service as an advocate for investment in higher education have been marked by outstanding leadership and remarkable dedication; and

WHEREAS, Dr. Sheley's exemplary conduct, sense of fairness, and passion for community has furthered the cause of better understanding and has been an influence for good in the growth and progress of our community; and

WHEREAS, Dr. Sheley's commitment to his faculty, staff and students, enthusiastic participation in numerous community and educational functions, and his dedication to the City of Turlock and all of our citizens have earned him the respect of a host of area residents representing all ages and walks of life.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby honor "**DR. JOSEPH F. SHELEY**" on the occasion of his upcoming retirement and for the outstanding contributions he has made to California State University, Stanislaus, and the greater Turlock community.

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 10th day of May, 2016.

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

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

**IN HONOR OF
THETA CHI FRATERNITY
ROW-A-THON EVENT
MARCH 9, 2016**

WHEREAS, Asthma is a respiratory disease that makes breathing difficult; and

WHEREAS, Asthma affects nearly 24 million Americans; and

WHEREAS, each year approximately 2 million Americans are rushed to the emergency room, almost a three-quarters of a million are hospitalized, and nearly 3,500 die from Asthma; and

WHEREAS, the City of Turlock and members of the California State University, Stanislaus, Theta Chi Fraternity recognize the need to raise Asthma awareness; and

WHEREAS, Theta Chi Fraternity hosted their annual Row-A-Thon from 12:00 p.m. on March 8, 2016 to 12:00 a.m. on March 10, 2016; and

WHEREAS, during the Row-A-Thon, Theta Chi fraternity brothers took turns rowing a canoe in the CSUS campus reflection pond in honor of fraternity brother, John Tooma, who died of an Asthma attack in 2014; and

WHEREAS, in addition, potential new members and alumni participated in the event, helping to raise money for the Breath California Charity and bring awareness to their commitment to the future of clean air.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby recognize the importance of Asthma awareness in our community and around the world, commend Theta Chi Fraternity for their heartwarming efforts on behalf of a lost brother, and urge all citizens to support efforts to bring awareness to this life threatening disease.

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 10th day of May, 2016.

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

**IN RECOGNITION OF
PUBLIC WORKS WEEK
MAY 15 - 21, 2016**

WHEREAS, public works services are a critical and integral part of our citizens' everyday lives; and

WHEREAS, public works systems and programs include water, sewers, streets, street lights, traffic signals, public buildings, parks, engineering, and solid waste collection; and

WHEREAS, the health, safety, and well-being of Turlock greatly depends on public works facilities and services; and

WHEREAS, public works in concert with public safety are critical to the mitigation and resolution of natural and manmade disasters; and

WHEREAS, the effectiveness of the qualified and dedicated personnel who serve in the public works profession can be enhanced by increasing our citizens' understanding of the importance of the work they perform; and

WHEREAS, this year's theme, "Always There," showcases the pervasiveness of public works; communities depend on public works and the men and women of the profession are always there and always ready.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim May 15-21, 2016, as "**PUBLIC WORKS WEEK**" in Turlock and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions public works personnel make every day to our health, safety, comfort, and quality of life.

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



TDPOA 2015-2016 Annual Report

Prepared April 2016 by John Jaureguy, Board President

The following report will outline the activities of the Turlock Downtown Property Owners Association during the fiscal year 2015-2016. The Association manages the affairs of the Property and Business Improvement District which covers the downtown core of Turlock. The Association is governed by a board of directors numbering between seven and nine members. We employ a director to conduct day to day business, and we also contract outside vendors to conduct maintenance as well as special projects. We use an outside accounting firm to conduct financial transactions, prepare reports and control the finances of the association.

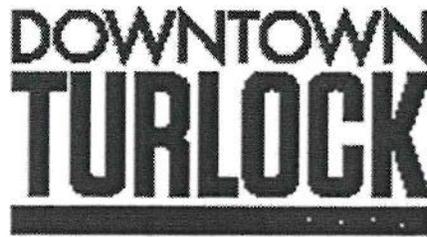
The current board of directors is as follows:

John Jaureguy	president
Brett Honore	vice president
Amy Wilson	treasurer/secretary
Teresa Benedict	
Jeff Chapman	
Eric Gonsalves	
Michael Camara	
Troy Thoreson	
Jennifer Arambel	

Executive Director:
Gina Loretelli

During the fiscal year 2015-2016, the Turlock Downtown Property Owners Association implemented programs and practices designed to expand the appeal of Downtown Turlock to citizens, businesses, and other organizations. We aimed to be more inclusive and form better alliances with the City of Turlock, CSUS, Turlock Farmer's Market, Chamber of Commerce, and local service clubs. We began new relationships with service clubs such as Kiwanis Club of Turlock, the Boy Scouts, Local CSUS fraternities and sororities, and local high school clubs and sports teams.

The board continued its effort to re-brand Downtown Turlock by contracting with the graphics department at CSUS. We have continued to use our new branding packet provided by the graphics group featuring Downtown Turlock rather than the TDPOA itself. The response has been overwhelmingly positive and we are pleased this re-branding has been so widely accepted. We are using our new logo on all social media, print media, event publications and banners in the downtown district. Our new logo can be seen below.



Policies and Contracts

The year began with the board of directors voting to increase the 2.5% increase in property taxes allowed by the PBID. We have moved our board elections to April to more closely coincide with the fiscal year rather than a calendar year with new board members seated in time to help plan and begin the fiscal year July 1.

The association has worked with its maintenance contractor, Bergman Landscaping, to maintain the physical appearance of downtown and acted to address some deferred maintenance items. We repaired several areas where tree roots had lifted sidewalk pavers and we continue to do so. The City of Turlock is instrumental in passing along information regarding hazards so we can address them quickly. We spent \$24,495 on deferred maintenance items such as a major paver repair and tree pruning.

A new maintenance contractor will begin working for Downtown Turlock beginning May 1, the result of a bid process requested by the director and the board. The new contractor, Stewart Landscape was low bidder and included some of the paver repair and other maintenance items in his bid which had been excluded previously. This should save us between \$4000 and \$8000 annually.

In June of 2015 we hired a new Director, Gina Loretelli. She is currently a part time employee working 27 hours per week. We also have continued our internship program with CSUS and currently have two interns from the economics and political sciences departments. Through our relationships with CSUS we also have two grant writing interns who are currently researching and learning about how grants can help public agencies. We have also worked closely with Turlock Police Department to identify a grant to improve public safety downtown.

Partnerships with other Turlock Organizations

Our Director, Gina, has revisited past partnerships and the Downtown Board is pleased to have revived our relationship with the Garden Club of Turlock. We completely cleaned out all of our planter pots and replanted them in September. This was considered deferred maintenance and was considered a special project for the Downtown. We purchased a new irrigation system which is hidden below the surface of the soil and is drought efficient. While this system still needs some minor tweaks before it is perfect, we feel this system will be more efficient and less likely to attract the opportunity of theft or vandalism. Overall, we exceeded our annual budget for maintenance but felt it was justified as many of these issues had been carried over from previous years and we had a cash reserve from those years with which to pay for them.

The Downtown Banner Pole Program continues to evolve. We have partnered with the Boy Scouts to continue our efforts of having banners up all year. Our vision of having Downtown branded seasonal banners for each of the four seasons is coming to fruition. We have offered the banner poles to organizations such as Turlock Certified Farmers Market, the Salvation Army, the American Legion of Turlock, and CSUS who have all utilized downtown poles to promote their organizations and efforts. The Stanislaus County Fair banners will be on display from May to July of 2016.

We have partnered with Kiwanis Club of Turlock for the Fourth of July festivities. Kiwanis donates their time to help with the physical organization of parade entrants both before and during the parade. In addition to the parade, we will be bringing back a car show and an apple pie bake-off in 2016.

The Turlock Journal was also a partner this year in putting on the Festival of Lights, while TID provided funds for new energy efficient lighting. The Turlock Journal helped in organizing the different activities at the event allowing our Director to focus on obtaining sponsorships to present this free event to the community.

Downtown Turlock has worked hard the past year to maintain a close working relationship with the City of Turlock. We partnered with the Parks and Rec Department on a brand new event titled "Turlock Kids Iron Chef Competition". This event was featured in the newspaper on more than one occasion and was a true delight for the community. Soon after the event concluded, parents were asking when they could sign their children up for the next event. The city provided resources such as the venue and registration of the children participating in the event. Allison Van Guilder also got commitments from the Judges for the event.

The Downtown also continues a partnership with the City and the Chamber of Commerce to provide music for Downtown Turlock all along Main Street. The speakers are now up and running thanks to the volunteer efforts of Downtown Board member Danny Mann of Mann Electric. We currently purchase licensing and monthly subscription for playing music from Mood Media.

We are eager to partner with Stanislaus State in bringing more University presence to Downtown. We envision some sort of "University Days" or other series of promotions to more closely link the University with Downtown. Their establishment of an Art Space on Main Street is a great step in this direction and we currently have two CSUS interns helping the association with community and business outreach.

Financials

Financially, the TDPOA is very sound. Our budget process is thorough and transparent and meets the mandate given by the establishment of the Downtown PBID. Attached is our budget for 2015 - 2016 as well as for 2014 - 2015. During the fiscal year we have spent approximately \$25,000.00 over budget on deferred maintenance expenses such as sidewalk paver repair and tree pruning. Some of this additional expense has been offset with payroll savings from the vacant Director's position. Under our agreement with the city, we have paid the annual city administration fee of \$2500.00, as well as the parking lot maintenance fund payment of \$5459.00. We continue to maintain an unrestricted reserve of approximately \$250,000.00 and a restricted reserve of \$60,000.00.

Events

The association has worked toward improving community and promotional events. We have encouraged outside organizations to conduct their events downtown and have offered to help facilitate the process. In 2015 we conducted five major community events: The Turlock Jr. Iron Chef Competition, Restaurant Week (Bacon Week), The Independence Day Parade and Street Fair, the Warrior Back to School Event, and the Festival of Lights held the Friday after Thanksgiving. We also facilitate the vendor booth organization for the City's annual Christmas Parade. 2015 was also the year for visualizing what the Downtown wanted to see in 2016, for events and promotions. We have some new and exciting things on our list, one of which being a series of Paint and Wine nights, and a few back to school fall evening markets. We are currently working with the new Downtown Farmers Market Operator Peter Cipponeri on some of these ideas.

In addition, we conduct several promotional events including a restaurant/food event, and a series of retail promotions. We partner with other organizations such as the Carnegie Center with their Art Around Town series, and the Kiwanis Club for Halloween.

Sponsorships

This year we had significant sponsorship activity in our events. The Downtown has had to rely more and more on sponsorship dollars as event costs increase each year. We needed new lights for our trees during the Holiday Season and TID stepped up and provided \$7000 to help with the cost of the new energy efficient LED lights. The CVB played an important role in providing funding for these events as well. We partnered with other community businesses such as Smith Chevrolet, Turlock Auto Plaza, US Foods, Sutter Health and many more.

9:46 AM
04/15/16
Accrual Basis

Turlock Downtown Property Owners' Association
#1 - BALANCE SHEET
As of March 31, 2016

	<u>Mar 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
10010 · F&M - Checking	98,620.60
10050 · F&M - Money Market	153,694.54
10060 · PayPal Account	3,783.54
Total Checking/Savings	<u>256,098.68</u>
Accounts Receivable	
12000 · Accounts Receivable	308.67
Total Accounts Receivable	<u>308.67</u>
Other Current Assets	
1200 · Taxes receivable - Current year	14,542.33
14600 · Prepaid Expenses - Christmas	5,898.39
14700 · Prepaid Expenses - Iron Chef	350.00
Total Other Current Assets	<u>20,790.72</u>
Total Current Assets	<u>277,198.07</u>
Other Assets	
18700 · Security Deposits Asset	850.00
Total Other Assets	<u>850.00</u>
TOTAL ASSETS	<u>278,048.07</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	3,166.94
Total Accounts Payable	<u>3,166.94</u>
Credit Cards	
26000 · Visa 5316/7848	1,480.04
Total Credit Cards	<u>1,480.04</u>
Other Current Liabilities	
22100 · Deferred income - Iron Chef	350.00
24000 · Payroll Liabilities	55.82
Total Other Current Liabilities	<u>405.82</u>
Total Current Liabilities	<u>5,052.80</u>
Total Liabilities	5,052.80
Equity	
31300 · Permanent Restricted	60,000.00
32000 · Unrestricted Reserve	239,297.98
Net Income	-26,302.71
Total Equity	<u>272,995.27</u>
TOTAL LIABILITIES & EQUITY	<u>278,048.07</u>

9:46 AM

04/15/16

Accrual Basis

Turlock Downtown Property Owners' Association
#2 - PROFIT & LOSS
July 2015 through March 2016

	Jul '15 - Mar 16
Ordinary Income/Expense	
Income	
41100 · Assessment Levies	105,157.53
42000 · Fees From Events	53,786.40
48000 · Interest Income	434.02
Total Income	<u>159,377.95</u>
Gross Profit	159,377.95
Expense	
60000 · Maintenance	
60100 · Maintenance - Regular	39,256.84
60101 · Maintenance - Special Projects	22,637.82
Total 60000 · Maintenance	<u>61,894.66</u>
60500 · City Administration Fee	2,627.00
61126 · Payroll Expenses	
61127 · Wages	40,273.70
61128 · Taxes - Payroll	4,117.75
61129 · Workers comp	387.92
Total 61126 · Payroll Expenses	<u>44,779.37</u>
61140 · Membership/Subscriptions	268.00
61150 · Insurance Business	2,689.50
61190 · Website Maintenance	410.31
61220 · Office Supplies	1,821.99
62000 · Promotion	51,787.80
62110 · Accounting Fees	3,130.00
62250 · Telephone and Communications	1,713.40
62260 · Travel and Meetings	52.17
62840 · Janitorial	540.00
62870 · Rent Facilities	8,100.00
63000 · Parking Lot Maint Fund	5,735.00
65180 · Bank Charges/Late Fees	131.46
Total Expense	<u>185,680.66</u>
Net Ordinary Income	<u>-26,302.71</u>
Net Income	<u><u>-26,302.71</u></u>

Turlock Downtown Property Owners' Association
#3 - PROFIT & LOSS BY CLASS
 July 2015 through March 2016

9:48 AM
 04/15/16
 Accrual Basis

	4th of July	Admin & Maintenance	Christmas Holiday Events	Kids' Iron Chef	Paint & Wine	TOTAL
Ordinary Income/Expense						
Income						
41100 - Assessment Levies	0.00	105,157.53	0.00	0.00	0.00	105,157.53
42000 - Fees From Events	13,470.00	0.00	35,401.40	1,000.00	3,915.00	53,786.40
48000 - Interest Income	0.00	434.02	0.00	0.00	0.00	434.02
Total Income	13,470.00	105,591.55	35,401.40	1,000.00	3,915.00	159,377.95
Gross Profit	13,470.00	105,591.55	35,401.40	1,000.00	3,915.00	159,377.95
Expense						
60000 - Maintenance	0.00	39,256.64	0.00	0.00	0.00	39,256.64
60100 - Maintenance - Regular	667.50	15,093.32	6,667.00	0.00	0.00	22,637.82
60101 - Maintenance - Special Projects						
Total 60000 - Maintenance	667.50	54,350.16	6,667.00	0.00	0.00	61,894.66
60500 - City Administration Fee	0.00	2,627.00	0.00	0.00	0.00	2,627.00
61126 - Payroll Expenses	2,830.50	33,526.20	3,917.00	0.00	0.00	40,273.70
61127 - Wages	329.76	3,433.33	354.66	0.00	0.00	4,117.75
61128 - Taxes - Payroll	0.00	387.92	0.00	0.00	0.00	387.92
61129 - Workers comp						
Total 61126 - Payroll Expenses	3,160.26	37,347.45	4,271.66	0.00	0.00	44,779.37
61140 - Membership/Subscriptions	0.00	268.00	0.00	0.00	0.00	268.00
61150 - Insurance Business	0.00	2,689.50	0.00	0.00	0.00	2,689.50
61190 - Website Maintenance	0.00	410.31	0.00	0.00	0.00	410.31
61220 - Office Supplies	9.14	1,343.30	0.00	0.00	0.00	1,821.99
62000 - Promotion	8,480.40	20,096.02	21,787.33	469.55	600.00	51,787.80
62110 - Accounting Fees	0.00	3,190.00	0.00	884.05	0.00	4,190.00
62260 - Telephone and Communications	0.00	1,713.40	0.00	0.00	0.00	1,713.40
62260 - Travel and Meetings	0.00	52.17	0.00	0.00	0.00	52.17
62940 - Janitorial	0.00	540.00	0.00	0.00	0.00	540.00
62970 - Rent Facilities	0.00	8,100.00	0.00	0.00	0.00	8,100.00
63000 - Parking Lot Maint Fund	0.00	5,735.00	0.00	0.00	0.00	5,735.00
65160 - Bank Charges/Late Fees	0.00	0.00	0.00	0.00	131.46	131.46
Total Expense	12,507.30	138,342.31	32,746.99	1,353.60	731.46	185,680.66
Net Ordinary Income	962.70	-32,750.76	2,655.41	-353.60	3,183.54	-26,302.71
Net Income	962.70	-32,750.76	2,655.41	-353.60	3,183.54	-26,302.71

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Turlock Downtown Property Owners' Association
#4 - PROFIT & LOSS - COMPARATIVE
July 2015 through March 2016

04/15/16

Accrual Basis

	Jul '15 - Mar 16	Jul '14 - Mar 15	\$ Change
Ordinary Income/Expense			
Income			
41100 · Assessment Levies	105,157.53	102,644.10	2,513.43
42000 · Fees From Events	53,786.40	29,437.40	24,349.00
48000 · Interest Income	434.02	111.69	322.33
Total Income	<u>159,377.95</u>	<u>132,193.19</u>	<u>27,184.76</u>
Gross Profit	159,377.95	132,193.19	27,184.76
Expense			
60000 · Maintenance			
60100 · Maintenance - Regular	39,256.84	25,125.00	14,131.84
60101 · Maintenance - Special Projects	22,637.82	45,754.63	-23,116.81
Total 60000 · Maintenance	61,894.66	70,879.63	-8,984.97
60500 · City Administration Fee	2,627.00	2,563.00	64.00
61126 · Payroll Expenses			
61127 · Wages	40,273.70	13,782.75	26,490.95
61128 · Taxes - Payroll	4,117.75	760.38	3,357.37
61129 · Workers comp	387.92	314.30	73.62
Total 61126 · Payroll Expenses	44,779.37	14,857.43	29,921.94
61140 · Membership/Subscriptions	268.00	268.00	0.00
61150 · Insurance Business	2,689.50	1,411.00	1,278.50
61190 · Website Maintenance	410.31	650.00	-239.69
61220 · Office Supplies	1,821.99	816.35	1,005.64
62000 · Promotion	51,787.80	36,170.97	15,616.83
62110 · Accounting Fees	3,130.00	3,605.00	-475.00
62150 · Outside Contract Services	0.00	11,735.00	-11,735.00
62250 · Telephone and Communications	1,713.40	1,525.21	188.19
62260 · Travel and Meetings	52.17	0.00	52.17
62840 · Janitorial	540.00	540.00	0.00
62870 · Rent Facilities	8,100.00	7,500.00	600.00
63000 · Parking Lot Maint Fund	5,735.00	5,595.00	140.00
65180 · Bank Charges/Late Fees	131.46	0.00	131.46
Total Expense	<u>185,680.66</u>	<u>158,116.59</u>	<u>27,564.07</u>
Net Ordinary income	<u>-26,302.71</u>	<u>-25,923.40</u>	<u>-379.31</u>
Net Income	<u><u>-26,302.71</u></u>	<u><u>-25,923.40</u></u>	<u><u>-379.31</u></u>

MANAGEMENT USE ONLY

9:47 AM

04/15/16

Accrual Basis

Turlock Downtown Property Owners' Association
#5 - PROFIT & LOSS BUDGET VS. ACTUAL
July 2015 through March 2016

	Jul '15 - Mar 16	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
41100 · Assessment Levies	105,157.53	105,157.52	0.01
48000 · Interest Income	434.02	0.00	434.02
Total Income	<u>105,591.55</u>	<u>105,157.52</u>	<u>434.03</u>
Gross Profit	105,591.55	105,157.52	434.03
Expense			
60000 · Maintenance			
60100 · Maintenance - Regular	39,256.84	39,000.01	256.83
60101 · Maintenance - Special Projects	15,093.32		
Total 60000 · Maintenance	54,350.16	39,000.01	15,350.15
60500 · City Administration Fee	2,627.00	2,627.00	0.00
61126 · Payroll Expenses			
61127 · Wages	33,526.20	33,825.01	-298.81
61128 · Taxes - Payroll	3,433.33	3,382.51	50.82
61129 · Workers comp	387.92	1,014.78	-626.86
Total 61126 · Payroll Expenses	37,347.45	38,222.30	-874.85
61140 · Membership/Subscriptions	268.00	278.00	-10.00
61150 · Insurance Business	2,689.50	3,062.00	-372.50
61190 · Website Maintenance	410.31	450.00	-39.69
61220 · Office Supplies	1,343.30	1,170.00	173.30
62000 · Promotion	20,036.02	4,500.00	15,536.02
62110 · Accounting Fees	3,130.00	2,745.00	385.00
62250 · Telephone and Communications	1,713.40	1,485.00	228.40
62260 · Travel and Meetings	52.17	0.00	52.17
62840 · Janitorial	540.00	540.00	0.00
62870 · Rent Facilities	8,100.00	8,325.00	-225.00
63000 · Parking Lot Maint Fund	5,735.00	5,735.00	0.00
Total Expense	<u>138,342.31</u>	<u>108,139.31</u>	<u>30,203.00</u>
Net Ordinary Income	<u>-32,750.76</u>	<u>-2,981.79</u>	<u>-29,768.97</u>
Net Income	<u><u>-32,750.76</u></u>	<u><u>-2,981.79</u></u>	<u><u>-29,768.97</u></u>

MANAGEMENT USE ONLY

3B2



KELLIE E. WEAVER
CITY CLERK

OFFICE OF THE CITY CLERK
kweaver@turlock.ca.us

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KELLIE WEAVER 
DATE: May 10, 2016
RE: **Board, Commission, and Committee Vacancies**

The following information is provided based upon Council request to receive notification of vacancies on various boards, commissions, and committees in order that we might tap into the reservoir of talent that exists within our community.

Listed below are current and/or upcoming board, commission, and committee vacancies that require appointment by the Turlock City Council.

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
Parks, Arts & Recreation Commission	05-03-16	1

Interested citizens may use the attached “Citizens Desiring to Serve Their City” application form or may request one from City Hall – Administration at 668-5540.

It should also be noted that pursuant to California Government Code Section 54970-54974 (commonly referred to as the Maddy Act), the Local Appointments List for the City of Turlock was prepared and posted at the Turlock Branch of the Stanislaus County Library prior to December 31, 2015 as required by the Act.

Any questions regarding serving on any of our regular and ongoing boards, commissions, and committees should be directed to my attention at (209) 668-5540, Ext. 1110 or kweaver@turlock.ca.us.

Attachment (1)



KELLIE E. WEAVER
CITY CLERK

OFFICE OF THE CITY CLERK
kweaver@turlock.ca.us

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ **Parks, Arts & Recreation
Commission**

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

_____ **Planning Commission**

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

_____ **Other** _____

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

Name: _____

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? _____

Are you, or are you related to, a current City employee? _____ 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.): _____

Employment Highlights: _____

Prior Public Service, if any: _____

Present and past community activities and organizations: _____

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? _____

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

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

Please return to:

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

Signature

Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
WEEKLY DEMANDS OF 03/31/16 IN THE }
AMOUNT OF \$521,003.01; }
MONTHLY DEMANDS OF 01/31/16 IN THE }
AMOUNT OF \$909,237.04; }
_____ }

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:
03/31/16	\$521,003.01
01/31/16	\$909,237.04

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of May, 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

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106317	03/29/2016	Open			Utility Management Refund	BARAJAS, ERIKA	\$124.78		
Account Type: Single Family Res Metered Account Number: 787736-009 Description: MOVE OUT CREDIT Transaction Date: 03/28/2016 Transaction Type: Refund Payer: 420 - WATER Cash Account: 420.11000 (Cash) Amount: \$124.78									
106318	03/29/2016	Open			Utility Management Refund	HARRIS, AMY, NICOLE	\$86.51		
Account Type: Single Family Res Metered Account Number: 587095-003 Description: MOVE OUT CREDIT Transaction Date: 03/28/2016 Transaction Type: Refund Payer: 420 - WATER Cash Account: 420.11000 (Cash) Amount: \$86.51									
106319	03/29/2016	Open			Utility Management Refund	KING, GINA, MARIE	\$250.90		
Account Type: Single Family Res Metered Account Number: 162361-005 Description: MOVE OUT CREDIT Transaction Date: 03/28/2016 Transaction Type: Refund Payer: 420 - WATER Cash Account: 420.11000 (Cash) Amount: \$250.90									
106320	03/29/2016	Open			Utility Management Refund	LLAMAS, MELISSA	\$81.65		
Account Type: Single Family Res Metered Account Number: 223344-007 Description: DOUBLE PAYMENT ON ACCT ON LINE, REFUND AT CUSTOMER'S REQUEST Transaction Date: 03/28/2016 Transaction Type: Refund Payer: 420 - WATER Cash Account: 420.11000 (Cash) Amount: \$81.65									
106321	03/29/2016	Open			Utility Management Refund	PEREZ, MOISES	\$331.00		
Account Type: Single Family Res Metered Account Number: 610720-002 Description: MOVE OUT CREDIT Transaction Date: 03/28/2016 Transaction Type: Refund Payer: 110 - General Fund Cash Account: 110.11000 (Cash) Amount: \$25.91 Payer: 410 - WATER QUALITY CONTROL (WQC) Cash Account: 410.11000 (Cash) Amount: \$1.43 Payer: 420 - WATER Cash Account: 420.11000 (Cash) Amount: \$303.66									
106322	03/29/2016	Reconciled			Accounts Payable	WESTAMERICA BANK	\$134,863.75	\$134,863.75	\$0.00
Invoice: 316 Vermont Ave. Date: 03/16/2016 Description: Cashiers check for property purchase of 316 Vermont Ave. Amount: \$134,863.75									

5A

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Paying Fund	Date	Description	Account Type	Amount
255 - CDBG		Cash Account		\$134,863.75
106323	03/31/2016	Open	Accounts Payable	\$222.39
Invoice			A-Z BUS SALES INC	
02P409926	03/25/2016	1312 - A-Z BUS SALES - SERVICE REPAIR AND PARTS FOR TRANSIT BUSES		\$222.39
Paying Fund		Cash Account		Amount
425 - Transit - Dial-A-Ride		425.11000 (Cash)		\$222.39
106324	03/31/2016	Open	Accounts Payable	\$203.05
Invoice			AIRGAS NCN	
9049306622	03/29/2016	COMPRESSED GAS FOR STREETS		\$203.05
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$203.05
106325	03/31/2016	Open	Accounts Payable	\$74.25
Invoice			ALL VALLEY SMOG INC	
000081624	03/25/2016	ALL VALLEY SMOG - AGREEMENT CONTRACT 12-		\$24.75
000081731	03/25/2016	ALL VALLEY SMOG - AGREEMENT CONTRACT 12-		\$24.75
000081733	03/25/2016	ALL VALLEY SMOG - AGREEMENT CONTRACT 12-		\$24.75
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$49.50
205 - Sports Facilities		205.11000 (Cash)		\$24.75
106326	03/31/2016	Open	Accounts Payable	\$232.00
Invoice			ASSOCIATION OF PUBLIC TREASURERS US & CANADA	
104148	03/24/2016	Annual Membership Dues-Diana Lewis		\$232.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$232.00
106327	03/31/2016	Open	Accounts Payable	\$20,763.89
Invoice			AT&T / CALNET 2	
3/31/16 - MULTI	03/31/2016	Multiple Calnet 3 accounts paid on 3/31/16		\$20,763.89
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$20,763.89
106328	03/31/2016	Open	Accounts Payable	\$378.42
Invoice			AT&T INFO SYSTEM	
0602009939	03/28/2016	Acct #8000-892-5697 / DOJ PD Line		\$378.42
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$378.42
106329	03/31/2016	Open	Accounts Payable	\$3,011.07
Invoice			AT&T MOBILITY	

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Invoice	Date	Description	Amount
995824412X032720	03/28/2016	995824412 / Aircards	\$2,191.95
287262975728X032	03/28/2016	287262975728 / IT Cell Phones & WQC Operator 2, 3, 4 Phones	\$317.39
287262975677X032	03/28/2016	287262975677 / WQC Phones & Equipment Fee and Data SIM for ENG Cash Account	\$501.73
Paying Fund		Amount	
110 - General Fund		110.11000 (Cash)	\$2,150.45
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$622.30
501 - Information Technology		501.11000 (Cash)	\$196.82
502 - Engineering		502.11000 (Cash)	\$41.50
106330	03/31/2016	Open	
		Accounts Payable	\$75.00
		BARTKIEWICZ KRONICK & SHANAHAN	
Invoice	Date	Description	Amount
2-29-2016	03/30/2016	SRWA - Professional legal services for Feb 2016 Cash Account	\$75.00
Paying Fund		Amount	
950 - SRWA		950.11000 (Cash)	\$75.00
106331	03/31/2016	Open	
		Accounts Payable	\$55.00
		BONANDER TRUCKS	
Invoice	Date	Description	Amount
173081	03/25/2016	BONANDER TRUCKS - SVC REPAIRS Cash Account	\$55.00
Paying Fund		Amount	
426 - Transit - Fixed Route		426.11000 (Cash)	\$55.00
106332	03/31/2016	Open	
		Accounts Payable	\$320.00
		CASEY MOVING SYSTEMS	
Invoice	Date	Description	Amount
C5285-6-001	03/25/2016	TOTE RENTAL FOR MUNICIPAL SERVICES OFFICE REMODEL Cash Account	\$320.00
Paying Fund		Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$320.00
106333	03/31/2016	Open	
		Accounts Payable	\$288.66
		CHARTER COMMUNICATIONS	
Invoice	Date	Description	Amount
0071862 -3/18/16	03/28/2016	8203 13 005 0071862 / 19535 Sanford Dr	\$69.98
0071896 -3/18/16	03/28/2016	8203 13 005 0071896 / 20453 3rd St	\$65.00
0780628 -3/21/16	03/28/2016	8203 13 001 0780628 / 244 N Broadway (PSF TV) Cash Account	\$153.68
Paying Fund		Amount	
110 - General Fund		110.11000 (Cash)	\$153.68
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$69.98
501 - Information Technology		501.11000 (Cash)	\$65.00
106334	03/31/2016	Open	
		Accounts Payable	\$4,858.30
		CHRISP COMPANY	
Invoice	Date	Description	Amount
1558 RELEASE RET	03/24/2016	15-58 PEDESTRIAN STRIPING UPGRADES Cash Account	\$4,858.30
Paying Fund		Amount	

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

216 - Streets - Local Transportation \$4,858.30

106335 \$188,131.98

Invoice	Date	Description	Accounts Payable	Amount
CK Run 3/22/16	03/24/2016	Check Run 3/22/16	COMBINED BENEFITS ADMINISTRATORS	\$66,223.29
Caremark 2/15/16	03/24/2016	Caremark Claims Ending 2/15/16		\$81,516.60
CK Run 3/29/16	03/30/2016	Check Run 3/29/16		\$40,392.09
Paying Fund		Cash Account		Amount
511 - Health Care		511.11000 (Cash)		\$188,131.98

106336 \$1,446.50

Invoice	Date	Description	Accounts Payable	Amount
SOP41287	03/25/2016	Account Clerk Written Exam	CPS HUMAN RESOURCE SVCS	\$1,446.50
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$723.25
420 - WATER		420.11000 (Cash)		\$723.25

106337 \$860.15

Invoice	Date	Description	Accounts Payable	Amount
263141	03/24/2016	MOTORCYCLE	CYCLE SPECIALTIES INC	\$837.97
263142	03/24/2016	MAINTENANCE/PARTS+ADJUSTMENTS H-& bulb		\$22.18
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$860.15

106338 \$31,965.00

Invoice	Date	Description	Accounts Payable	Amount
67784	03/24/2016	APRIL/MAY/JUNE 2016 MHX MAINTENANCE	DELTA WIRELESS & NETWORK	\$31,965.00
Paying Fund		Cash Account		Amount
116 - Special Public Safety		116.11000 (Cash)		\$31,965.00

106339 \$142.00

Invoice	Date	Description	Accounts Payable	Amount
3/31/16 Payroll	03/30/2016	3/31/2016 Payroll - Faria, Brian Withholding	FARIA, JAMIE	\$142.00
Paying Fund		Cash Account		Amount
104 - Payroll Clearing Fund		104.11000 (Cash)		\$142.00

106340 \$483.62

Invoice	Date	Description	Accounts Payable	Amount
CATUR115610	03/25/2016	OPEN PURCHASE ORDER FOR MISC SUPPLIES AND OTHER RELATED ITEMS	FASTENAL COMPANY INC	\$468.38
CATUR115929	03/25/2016	OPEN PURCHASE ORDER FOR MISC SUPPLIES AND OTHER RELATED ITEMS		\$15.24
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$483.62

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Invoice	Date	Description	Accounts Payable	Amount
106341	03/31/2016	Open	FUJITSU COMPUTER PRODUCTS OF AMERICA INC	\$178.65
4012648	03/28/2016	Scanner Roller		\$178.65
		Cash Account		
		110 - General Fund		\$178.65
106342	03/31/2016	Open	GCR TIRES & SERVICE	\$732.56
858-22302	03/25/2016	BLANKET ORDER - TIRES (AKA TIRE DIST SYSTEM)		\$212.18
858-22236	03/25/2016	BLANKET ORDER - TIRES (AKA TIRE DIST SYSTEM)		\$40.00
858-22393	03/25/2016	BLANKET ORDER - TIRES (AKA TIRE DIST SYSTEM)		\$40.00
858-22343	03/25/2016	BLANKET ORDER - TIRES (AKA TIRE DIST SYSTEM)		\$269.18
858-22337	03/25/2016	BLANKET ORDER - TIRES (AKA TIRE DIST SYSTEM)		\$171.20
		Cash Account		
		110 - General Fund		\$440.38
246 - Landscape Assessment		246.11000 (Cash)		\$212.18
420 - WATER		420.11000 (Cash)		\$40.00
426 - Transit - Fixed Route		426.11000 (Cash)		\$40.00
106343	03/31/2016	Open	GEOANALYTICAL LAB INC	\$6,268.46
C6A0603	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$889.00
C6A0417	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$572.25
C6A0416	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$154.61
C6A0415	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$367.50
C6A0403	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$431.55
bB5L2801	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$515.55
bB5L0705	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$262.50
C6A2901	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$30.00
C6A2501	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$30.00
C6A2102	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$1,470.00
C6A1403	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$30.00
C6A1402	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$1,050.00
C6A1114	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$350.00
C6A0604	03/25/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53		\$115.50
		Cash Account		
		410 - WATER QUALITY CONTROL (WQC)		\$3,226.91
420 - WATER		420.11000 (Cash)		\$3,041.55
106344	03/31/2016	Open	GRAINGER INC, W W	\$517.12

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Invoice	Date	Description	Amount
9053847696	03/25/2016	SUPPLIES AND MATERIALS FOR CITY PROJECTS	\$517.12
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$517.12
106345	03/31/2016	Open	\$513.71
Invoice		Accounts Payable	HILMAR LUMBER INC
109427	03/25/2016	OPEN PO FOR PLUMBING SUPPLIES	\$45.29
109396	03/25/2016	OPEN PO FOR PLUMBING SUPPLIES	\$129.20
108552	03/25/2016	OPEN PO FOR PLUMBING SUPPLIES	\$339.22
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$513.71
106346	03/31/2016	Open	\$31.17
Invoice		Accounts Payable	IMAGE UNIFORMS(STANS) INC
131287	03/24/2016	TURLOCK POLICE EXPLORERS NAME TAGS/TIE BARS	\$31.17
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$31.17
106347	03/31/2016	Open	\$13,436.67
Invoice		Accounts Payable	JOHNSONS BOILER & CONTROL INC
11761	03/25/2016	MAXON GAS VALVE	\$13,436.67
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$13,436.67
106348	03/31/2016	Open	\$3,254.50
Invoice		Accounts Payable	KLEINFELDER INC
001098935	03/24/2016	SR04,15-28 BRANDON KOCH MEMORIAL SKATEPARK	\$602.00
001099059	03/24/2016	SR15-03,13-63 GEER RD REHABILITATION	\$1,335.00
001099070	03/24/2016	SR15-02, 13-62 HAWKEYE AVE REHAB	\$1,317.50
Paying Fund		Cash Account	Amount
215 - Streets - Grant Funded Projects		215.11000 (Cash)	\$2,652.50
228 - Park Development Tax		228.11000 (Cash)	\$602.00
106349	03/31/2016	Open	\$843.58
Invoice		Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC
301093845	03/28/2016	LEASE AGREEMENT FOR 9 COPIERS	\$843.58
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$804.85
405 - Building		405.11000 (Cash)	\$19.36
505 - Fleet		505.11000 (Cash)	\$19.37

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

\$118.57

Invoice	Date	Description	Amount
1660115	03/29/2016	ASPHALT FOR STREETS	\$118.57
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	\$118.57

Accounts Payable LEHIGH HANSON INC

\$10,300.00

Invoice	Date	Description	Amount
17743	03/30/2016	Annual Audit Services for FY 2014-15 (Feb 2016 time)	\$10,300.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$10,300.00

Accounts Payable MAZE & ASSOCIATES

\$807.03

Invoice	Date	Description	Amount
521634	03/24/2016	R12R22.5 BDV - FIRE E31 TIRE PURCHASE	\$807.03
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$807.03

Accounts Payable MC COY TRUCK TIRE SERVICE CENTER INC

\$15.50

Invoice	Date	Description	Amount
CA82-900846	03/25/2016	BLANKET ORDER FOR MISC SUPPLIES	\$15.50
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$15.50

Accounts Payable MOTION INDUSTRIES INC - CA82

\$1,063.77

Invoice	Date	Description	Amount
41082	03/28/2016	SUTA Services for the Tax Quarter Ending 9/30/15	\$1,063.77
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,063.77

Accounts Payable MUNISERVICES LLC

\$111.77

Invoice	Date	Description	Amount
657831	03/25/2016	UT00-673 WIPER BLADE	\$6.44
657741	03/25/2016	ST98-7121 BRAKE MASTER CYLINDER	\$32.75
658115	03/25/2016	SP04-4277 RELAY	\$39.12
657564	03/25/2016	ENG03-332 DISC BRAKE PADS	\$30.91
657648	03/25/2016	ENG03-332 PLATINUM SPARK PLUG	\$2.55
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	\$32.75
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$45.56
502 - Engineering		502.11000 (Cash)	\$33.46

Accounts Payable NAPA AUTO PARTS

\$292.98

Invoice	Date	Description	Amount
03/31/2016		Accounts Payable	\$292.98
		NEXT LEVEL PARTS INC	Amount

Accounts Payable

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

8577-202195	03/25/2016	ST98-7121 POLY RIB GOLD BELTS	\$27.11
8577-202802	03/25/2016	ENG03-332 BRAKE ROTOR	\$67.78
8577-202827	03/25/2016	EL05-611 OIL, AIR FILTERS	\$52.84
8577-202829	03/25/2016	EL05-611 FUEL	\$35.52
8577-203239	03/25/2016	ST98-7121 BRAKE DRUM & SHOES	\$80.04
8577-203299	03/25/2016	PK03-4342 TRLR CONN MULTI	\$29.69
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$29.69
217 - Streets - Gas Tax		217.11000 (Cash)	\$107.15
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$88.36
502 - Engineering		502.11000 (Cash)	\$67.78
106357	03/31/2016	Open	\$1,230.88
Invoice		Accounts Payable	NVB EQUIPMENT INC
SH34257	03/25/2016	3140 - NVB EQUIPMENT INC BLT10-1036 FIRE SUPPRESSION SYSTEM.	\$1,230.88
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	\$1,230.88
106358	03/31/2016	Open	\$7.84
Invoice		Accounts Payable	P G & E
Rec - 3/25/16	03/28/2016	2749172768-4 / 144 S Broadway	\$7.84
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$7.84
106359	03/31/2016	Open	\$298.86
Invoice		Accounts Payable	PACE SUPPLY CORPORATION
053205880	03/25/2016	CONTRACT 14-048 PIPE & PIPE FITTINGS	\$298.86
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$298.86
106360	03/31/2016	Open	\$161.17
Invoice		Accounts Payable	PAUL'S PAINT COMPANY
55629	03/25/2016	EMPTY METAL CAN WITH LID GALLON	\$88.17
56125	03/25/2016	PAINT SUPPLIES FOR POLYMER STORAGE STAND	\$73.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$161.17
106361	03/31/2016	Open	\$1,633.19
Invoice		Accounts Payable	PLATT ELECTRIC SUPPLY
1918898	03/25/2016	LGD LED 38W POST	\$1,467.29
1960313	03/25/2016	SKYLARK CONTOUR CFL/LED DIMMER 150 W	\$55.11
1969784	03/25/2016	5' FIBERGLASS STEPLADDER	\$110.79
Paying Fund		Cash Account	Amount

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

110 - General Fund \$55.11
 246 - Landscape Assessment \$1,578.08

Invoice	Date	Description	Accounts Payable	PRICE FORD OF TURLOCK INC	Amount
106362	03/31/2016	Open	Accounts Payable	PRICE FORD OF TURLOCK INC	\$198.66
57857	03/25/2016	POL16-1306 REPROGRAMMED 2 REMOTE KEYS			\$198.66
		Cash Account			Amount
		110.11000 (Cash)			\$198.66
106363	03/31/2016	Open	Accounts Payable	REED INC, GEORGE	\$94.07
100094891	03/29/2016	ASPHALT FOR STREETS			\$94.07
		Cash Account			Amount
		217.11000 (Cash)			\$94.07
106364	03/31/2016	Open	Accounts Payable	SHELL FLEET PLUS	\$257.19
079180105603	03/28/2016	Acct #079 180 105 - Fuel Expense			\$257.19
		Cash Account			Amount
		110.11000 (Cash)			\$227.62
		502.11000 (Cash)			\$29.57
106365	03/31/2016	Open	Accounts Payable	SIERRA CHEMICAL CO	\$6,348.30
SLS 10031601	03/25/2016	SIERRA CHEMICAL - AGREEMENT FOR LIQUID CHLORINE- CONTRACT 14-034			\$6,348.30
		Cash Account			Amount
		410.11000 (Cash)			\$6,348.30
106366	03/31/2016	Open	Accounts Payable	SOUTHWEST SCHOOL &	\$147.94
PINV0117515	03/22/2016	Program Supplies			\$105.97
PINV0121885	03/22/2016	Program Supplies			\$41.97
		Cash Account			Amount
		270.11000 (Cash)			\$147.94
106367	03/31/2016	Open	Accounts Payable	ST. FRANCIS ELECTRIC, INC.	\$8,504.80
1521514	03/25/2016	SIGNAL CALL-OUTS FOR FEBRUARY 2016			\$3,744.80
1521515	03/25/2016	FEBRUARY 2016 MONTHLY SIGNAL MAINTENANCE			\$4,760.00
		Cash Account			Amount
		216.11000 (Cash)			\$8,504.80
106368	03/31/2016	Open	Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$2,267.25

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Invoice	Date	Description	Amount
NOD-New Life	03/22/2016	NOD-New Life Christian Center/Dept Fish & Game and Recording fee	\$2,267.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2,267.25
106369	03/31/2016	Open	\$8,388.36
Invoice		Accounts Payable	STANTEC CONSULTING INC
1019221	03/29/2016	ALP UPDATE	\$2,339.50
1022864	03/29/2016	AIRPORT OBSTRUCTION SURVEY	\$6,048.86
Paying Fund		Cash Account	Amount
401 - Airport		401.11000 (Cash)	\$8,388.36
106370	03/31/2016	Open	\$439.13
Invoice		Accounts Payable	SUPPORT PAYMENT CLEARING
3/31/16 Payroll	03/30/2016	3/31/2016 Payroll - Becchetti, Peter Withholding	\$439.13
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	\$439.13
106371	03/31/2016	Open	\$8,573.33
Invoice		Accounts Payable	T I D
PO 146 - 3/31/16	03/28/2016	Multiple COT Accounts paid on PO 146	\$8,573.33
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$618.84
205 - Sports Facilities		205.11000 (Cash)	\$3,912.09
216 - Streets - Local Transportation		216.11000 (Cash)	\$2,129.34
420 - WATER		420.11000 (Cash)	\$206.79
426 - Transit - Fixed Route		426.11000 (Cash)	\$111.92
505 - Fleet		505.11000 (Cash)	\$1,594.35
106372	03/31/2016	Open	\$1,768.03
Invoice		Accounts Payable	TBA AUTO PARTS
FEB 2016	03/25/2016	TBA AUTO PARTS - FEBRUARY 2016	\$1,768.03
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$937.21
205 - Sports Facilities		205.11000 (Cash)	\$109.26
217 - Streets - Gas Tax		217.11000 (Cash)	\$31.13
246 - Landscape Assessment		246.11000 (Cash)	\$159.66
405 - Building		405.11000 (Cash)	\$2.94
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$407.51
420 - WATER		420.11000 (Cash)	\$10.08
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$10.08
426 - Transit - Fixed Route		426.11000 (Cash)	\$100.16
106373	03/31/2016	Open	\$321.00
Invoice		Accounts Payable	TURLOCK JOURNAL

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Invoice	Date	Description	Amount
142900	03/25/2016	BUILDING INSPECTOR I/II	\$104.00
142903	03/29/2016	Advertising for Police Officer Trainee	\$85.00
142901	03/29/2016	Advertising for PT Recruitment (Police)	\$73.00
142902	03/29/2016	Advertising for PT Neighborhood Preservation	\$59.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$217.00
405 - Building		405.11000 (Cash)	\$104.00
106374	03/31/2016	Open	\$19,931.50
Invoice		Accounts Payable	TURLOCK SCAVENGER/SWEEPING
FEBRUARY 29 2016	03/29/2016	STREET SWEEPING	Amount
Paying Fund		Cash Account	\$19,931.50
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	Amount
			\$19,931.50
106375	03/31/2016	Open	\$850.36
Invoice		Accounts Payable	UNION PACIFIC RAILROAD
90060918	03/24/2016	14-28 INTERSECTION IMPROV N GOLDEN STATE BLVD/ FULKERTH	Amount
Paying Fund		Cash Account	\$850.36
215 - Streets - Grant Funded Projects		215.11000 (Cash)	Amount
			\$850.36
106376	03/31/2016	Open	\$1,266.66
Invoice		Accounts Payable	UNITED SAMARITANS FDT INC
Draw #2	03/30/2016	UNITED SAMARITANS FY 2015-2016	Amount
Paying Fund		Cash Account	\$1,266.66
255 - CDBG		255.11000 (Cash)	Amount
			\$1,266.66
106377	03/31/2016	Open	\$4,126.39
Invoice		Accounts Payable	UNIVAR USA INC
SJ735783	03/25/2016	SODIUM BISULFITE CONTRACT NO 13-108	Amount
Paying Fund		Cash Account	\$4,126.39
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	Amount
			\$4,126.39
106378	03/31/2016	Open	\$1,681.50
Invoice		Accounts Payable	VERIZON WIRELESS
9761554119	03/24/2016	MONTHLY BILL FEB04-MAR03	Amount
9759922356	03/24/2016	MONTHLY BILL JAN04-FEB03	\$179.05
9758295346	03/24/2016	FIRE-MONTHLY BILL DEC04-JAN03	\$167.00
9761554118	03/24/2016	MONTHLY BILL FEB04-MAR03	\$135.61
Paying Fund		Cash Account	\$1,199.84
110 - General Fund		110.11000 (Cash)	Amount
			\$1,681.50
106379	03/31/2016	Open	\$4,665.00
Invoice		Accounts Payable	WOOD RODGERS INC
			Amount
			\$4,665.00

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Invoice	Date	Description	Amount
98957	03/25/2016	PROFESSIONAL SERVICES FOR FEBRUARY 2016	\$4,665.00
Paying Fund		Cash Account	
420 - WATER		420.11000 (Cash)	\$4,665.00
106380	03/31/2016	YOSEMITE CHAPTER OF ICC	\$375.00
Invoice		Accounts Payable	
4/19/16, 125 EA.	03/24/2016	SOLAR PHOTOVOLTAIC SYSTEMS:E.PICCIANO;	\$375.00
Paying Fund		P.SMITH, M.CALLAWAY	
405 - Building		Cash Account	
		405.11000 (Cash)	\$375.00
106381	03/31/2016	ZALREICH CHEMICAL CO INC	\$17,828.67
Invoice		Accounts Payable	
201741	03/25/2016	ZALREICH CHEMICAL - ALUMINUM	\$17,828.67
Paying Fund		CHLOROHYDRATE - CONTRACT 11-905	
410 - WATER QUALITY CONTROL (WQC)		Cash Account	
		410.11000 (Cash)	\$17,828.67
106382	03/31/2016	CBS JANITORIAL	\$778.50
Invoice		Accounts Payable	
CBS FH-refund	03/21/2016	HYDRANT REFUND MINUS MINIMUM CHARGE	\$778.50
Paying Fund		Cash Account	
420 - WATER		420.11000 (Cash)	\$778.50
106383	03/31/2016	Diaz, Bricia	\$300.00
Invoice		Accounts Payable	
Refund	03/23/2016	Facility Rental Deposit Refund	\$300.00
Paying Fund		Cash Account	
110 - General Fund		110.11000 (Cash)	\$300.00
106384	03/31/2016	PATCHPLAQUES.COM	\$225.95
Invoice		Accounts Payable	
50566	03/24/2016	CUSTOM PATCH PLAQUE-RON REID	\$225.95
Paying Fund		Cash Account	
110 - General Fund		110.11000 (Cash)	\$225.95
106385	03/31/2016	Reed, Tim	\$70.00
Invoice		Accounts Payable	
TR3924 Per Diem	03/14/2016	TR3924 Per Diem-Tim Reed-Computer Crimes-Clovis	\$70.00
Paying Fund		CA	
110 - General Fund		Cash Account	
		110.11000 (Cash)	\$70.00
106386	03/31/2016	STAPLER, ALEXANDRIA	\$468.57
Invoice		Accounts Payable	

Payment Register

From Payment Date: 3/25/2016 - To Payment Date: 3/31/2016

Reimbursement Paying Fund	03/25/2016	Overpayment Reimb of Wage Garnishment 2010	\$468.57
104 - Payroll Clearing Fund		Cash Account	Amount
		104.11000 (Cash)	\$468.57

106387 03/31/2016 Open Invoice Accounts Payable Tallon, Rebecca \$59.00

Refund Paying Fund	03/23/2016	Park Rental Refund	\$59.00
110 - General Fund		Cash Account	Amount
		110.11000 (Cash)	\$59.00

Type Check Totals: 71 Transactions \$521,003.01 \$134,863.75 \$0.00

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$386,139.26	\$0.00
	Reconciled	1	\$134,863.75	\$134,863.75
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$521,003.01	\$134,863.75

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$386,139.26	\$0.00
	Reconciled	1	\$134,863.75	\$134,863.75
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$521,003.01	\$134,863.75

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$386,139.26	\$0.00
	Reconciled	1	\$134,863.75	\$134,863.75
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$521,003.01	\$134,863.75

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$386,139.26	\$0.00
	Reconciled	1	\$134,863.75	\$134,863.75
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$521,003.01	\$134,863.75

Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1057	01/11/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,002.80		
	Invoice			Description		Amount			
	BEE001463857		01/11/2016	Dental Claims 1/1-1/7/16		\$5,002.80			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$5,002.80			
1058	01/11/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,342.92		
	Invoice			Description		Amount			
	BE001460795		01/11/2016	Dental Claims 12/25-12/31/15		\$4,342.92			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$4,342.92			
1059	01/11/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,690.96		
	Invoice			Description		Amount			
	BE001458110		01/11/2016	Dental Claims 12/18-12/24/15		\$4,690.96			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$4,690.96			
1060	01/19/2016	Open			Accounts Payable	SYMETRA LIFE INSURANCE COMPANY	\$15,532.79		
	Invoice			Description		Amount			
	DEC 2015		01/19/2016	DEC 2015 LIFE/LTD Premiums		\$15,532.79			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$15,532.79			
1061	01/20/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$166,618.70		
	Invoice			Description		Amount			
	1/15/16-PR		01/20/2016	1/15/16-PR-Federal-IRS -EFT		\$166,618.70			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$166,618.70			
1062	01/11/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$85.23		
	Invoice			Description		Amount			
	1/15/16-ManualCK		01/11/2016	1/15/16-PR-Manual Ck-Alfonso Zepeda-Federal-IRS- EFT		\$85.23			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$85.23			
1063	01/20/2016	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$37,543.02		
	Invoice			Description		Amount			

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Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/31/2016

1064	1/15/16-PR Paying Fund	01/20/2016	1/15/16-PR-State Taxes-EFT Cash Account			\$37,543.02 Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			\$37,543.02
	1064	01/20/2016	Open	Accounts Payable	CA SDU	\$425.25
	Invoice	Date	Description			Amount
	1/15/16-PR Paying Fund	01/20/2016	1/15/16-PR Child Support Payment-EFT Cash Account			\$425.25 Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			\$425.25
	1065	01/20/2016	Open	Accounts Payable	CA STATE DISBURSEMENT UNI	\$266.50
	Invoice	Date	Description			Amount
	1/15/16-PR Paying Fund	01/20/2016	1/15/16-PR-Child Support Payment-EFT Cash Account			\$266.50 Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			\$266.50
	1066	01/20/2016	Open	Accounts Payable	STATE OF CALIFORNIA	\$1,321.00
	Invoice	Date	Description			Amount
	1/15/16-PR Paying Fund	01/20/2016	1/15/16-PR-Child Support Payment-EFT Cash Account			\$1,321.00 Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			\$1,321.00
	1067	01/11/2016	Open	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$1.44
	Invoice	Date	Description			Amount
	1/15/16-ManualCK Paying Fund	01/11/2016	1/15/16-PR-Manual Ck-Alfonso Zepeda-State Tax-EFT Cash Account			\$1.44 Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			\$1.44
	1068	01/20/2016	Open	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,912.45
	Invoice	Date	Description			Amount
	BE001467855 Paying Fund	01/20/2016	Dental Claims: 1/8-1/14/16-EFT Cash Account			\$4,912.45 Amount
	511 - Health Care		511.11000 (Cash)			\$4,912.45
	1069	01/20/2016	Open	Accounts Payable	TURLOCK CITY FIRE INC	\$390.00
	Invoice	Date	Description			Amount
	01/15/16-PR Paying Fund	01/20/2016	1/15/16-PR-Fire Inc-EFT Cash Account			\$390.00 Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			\$390.00
	1070	01/20/2016	Open	Accounts Payable	TFRA	\$4,410.00
	Invoice	Date	Description			Amount
	1/15/16-PR	01/20/2016	1/15/16-PR-TFRA Dues-EFT			\$4,410.00

Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/31/2016

Paying Fund	Date	Description	Account	Amount
104 - Payroll Clearing Fund			104.11000 (Cash)	\$4,410.00
1071	01/20/2016	Open Invoice	Accounts Payable T C E A	\$2,175.00
	1/15/16-PR	1/15/16-PR-TOEA Dues-EFT		\$2,175.00
		Cash Account		\$2,175.00
	104 - Payroll Clearing Fund			
	01/20/2016	Open Invoice	Accounts Payable GOLDEN ONE CREDIT UNION	\$16,086.50
	1/15/16-PR	1/15/16-PR-GOLDEN1 CU-EFT		\$16,086.50
		Cash Account		\$16,086.50
	104 - Payroll Clearing Fund			
	01/20/2016	Open Invoice	Accounts Payable T A P O	\$3,918.44
	1/15/16-PR	1/15/16-PR-TAPO Dues-EFT		\$3,918.44
		Cash Account		\$3,918.44
	104 - Payroll Clearing Fund			
	01/20/2016	Open Invoice	Accounts Payable ICMA-RC	\$108,142.55
	1/15/16-PR	1/15/16-PR-ICMA-EFT		\$108,142.55
		Cash Account		\$92,355.51
	104 - Payroll Clearing Fund			\$15,787.04
	410 - WATER QUALITY CONTROL (WQC)			
	01/15/2016	Open Invoice	Accounts Payable ST BOARD OF EQUALIZATION	\$75.00
	102126669-2015	SR KH 102126669-Use tax for 2015-Sellers permit for online sales		\$75.00
		Cash Account		\$75.00
	505 - Fleet			
	01/27/2016	Open Invoice	Accounts Payable EMPLOYMENT DEVELOP DEPT	\$6,587.00
	1011-12/31/15	OCT-DEC 2015 EDD Unemployment-EFT		\$6,587.00
		Cash Account		\$6,587.00
	512 - Casualty Insurance			
	01/11/2016	Open Invoice	Accounts Payable CalPERS	\$181,537.25

Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/31/2016

12/1-12/15/15	01/11/2016	12/1-12/15/15 CalPERS-EFT			\$181,537.25
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$181,537.25
1078	01/28/2016	Open	Accounts Payable	CalPERS	\$151,432.74
Invoice		Description			Amount
1/1/16-1/15/16	01/28/2016	CalPERS-1/1/16-1/15/16-EFT			\$151,432.74
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$151,432.74
1079	01/28/2016	Open	Accounts Payable	CalPERS	\$156,244.48
Invoice		Description			Amount
12/16-12/31/15	01/25/2016	12/16-12/31/15-PR-CalPERS-EFT			\$156,244.48
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$156,244.48
1080	01/28/2016	Open	Accounts Payable	T A P O	\$23,103.02
Invoice		Description			Amount
12/31 & 1/15/16	01/28/2016	12/31/15-PR&1/15/16-PR Retiree Health Police 3% City Pd-EFT			\$23,103.02
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$23,103.02
1081	01/28/2016	Open	Accounts Payable	TFRA	\$14,392.00
Invoice		Description			Amount
12/31 & 1/15/16	01/28/2016	12/31/15 & 1/15/16-PR Retiree Health Fire 4% City Paid-EFT			\$14,392.00
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$14,392.00

Type EFT Totals:

AP - Accounts Payable Totals

\$909,237.04

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	25	\$909,237.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	25	\$909,237.04	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	25	\$909,237.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/31/2016

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Total	25	\$909,237.04	\$0.00
EFTs				
	Open	25	\$909,237.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	25	\$909,237.04	\$0.00
All				
	Open	25	\$909,237.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	25	\$909,237.04	\$0.00

Grand Totals:

5B1

APRIL 26, 2016
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California



DRAFT

MINUTES
Special Meeting
Jt. Turlock City Council and
Parks, Arts & Recreation Commission

**and via teleconference:
Le Meridien Arlington
1121 19th Street North
Arlington, VA 22209
Telephone No. (703) 351-9170

There was no special meeting of the Joint Turlock City Council and Parks, Arts & Recreation Commission due to there being no quorum present from the Parks, Arts & Recreation Commission.

RESPECTFULLY SUBMITTED

Kellie E. Weaver, City Clerk
City Clerk



DRAFT

5B₂

APRIL 26, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

DRAFT

**and via teleconference:
Le Meridien Arlington
1121 19th Street North
Arlington, VA 22209
Telephone No. (703) 351-9170

-
1. **A. CALL TO ORDER** –Vice Mayor Bublak called the meeting to order at 6:04 p.m.
PRESENT: Councilmembers Bill DeHart, Steven Nascimento, Vice Mayor Bublak and Mayor Soiseth (*via teleconference*)
ABSENT: Councilmember Matthew Jacob

B. SALUTE TO THE FLAG

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

- A. Councilmember DeHart presented a Proclamation to Lillian Castigliano in recognition of Older Americans Month, May 2016. Ms. Castigliano noted that on today's date she celebrated her 79th birthday and spoke about the importance of staying young and the positive benefits associated with aging.
- B. Vice Mayor Bublak presented a Proclamation to Staff Services Technician Toni Cordell: in recognition of Water Awareness Month, May 2016, and Drinking Water Week, May 1-7, 2016. Ms. Cordell provided a brief history on the establishment of Water Awareness Month and encouraged residents to remain steadfast with water conservation efforts and take advantage of conservation resources offered by the City of Turlock.
- C. Vice Mayor Bublak recommended the appointment of City Manager Gary Hampton as the City of Turlock's representative to the Oversight Board to the Successor Agency to the Former Turlock Redevelopment Agency (Former RDA Employee) – Member.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, appointing City Manager Gary Hampton as the City of Turlock's representative to the Oversight Board to the Successor Agency to the Former Turlock Redevelopment Agency (Former RDA Employee) – Member. Motion carried 4/0, with Councilmember Jacob absent, by the following vote:

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

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3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

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

Municipal Services Director Michael Cooke provided updates on drinking water supply expansion through the Stanislaus Regional Water Authority Surface Water Project and efforts related to providing recycled waste water for residential landscaping and commercial development. Mr. Cooke also spoke regarding the North Valley Regional Recycled Water project and noted related action to be taken under Scheduled Matters.

Police Chief Robert Jackson provided an update on staffing levels at the Police Department including current staffing, vacancies, long term injury status of police personnel, special detail units, and thanked Council for their support. Chief Jackson also provided information about recruitment efforts.

Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt provided an update on the status of Avena Bell Phase II, associated funding, and anticipated construction for the project to begin at the end of 2017.

C. PUBLIC PARTICIPATION

Ron Harrelson, Turlock resident, spoke regarding medical cannabis and reminded Council of their previous statement to bring the issue back for discussion, specifically with regard to people with medical letters that would benefit from the use of medical marijuana and their ability to plant small gardens for personal use. City Manager Gary Hampton noted Council is aware of the issue and the City has been working with other cities in Stanislaus County to possibly bring forward a voter approved initiative that will allow for, among other things, recreational use. Mr. Harrelson offered his assistance to work through the process.

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

5. CONSENT CALENDAR:

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adopt the consent calendar. Motion carried 4/0, with Councilmember Jacob absent, by the following vote:

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

A. Resolution No. 2016-076 Accepting Demands of 3/24/16 in the amount of \$673,967.12; Demands of 4/7/16 in the amount of \$347,735.57



DRAFT

- B. Motion: Accepting Minutes of Regular Meeting of April 12, 2016
- C. Motion: Accepting improvements and authorizing the City Engineer to file a Notice of Completion with the Stanislaus County Recorder's Office for Summerfield Phase 2, Subdivision Project No. 0734
- D. Motion: Approving a Purchase and Sale Agreement with Vicente and Jackie Fuentes for conveyance of an easement for road purposes at 1101 Fulkerth Road, more particularly described as Stanislaus County Assessor's Parcel No. 071-014-004, in the amount of \$10,000 (Fund 215), for City Project No. 14-28, "Intersection Improvements at Golden State Boulevard and Fulkerth Road"
- E. Motion: Authorizing the Mayor to sign and execute a funding agreement with the San Joaquin Valley Air Pollution Control District (SJVAPCD) in the amount of \$100,000 (Fund 241 and 506) for the purchase of five (5) Compressed Natural Gas (CNG) Ford F250 pick-up trucks under City Project No. 14-66, "Purchase of CNG Pick-up Trucks"
- F. Motion: Approving Amendment No. 1 to Contract No. 15-114 with Nelson\Nygaard Consulting Associates, Inc., of San Francisco, California, to provide implementation support services, including, but not limited to fare media, route schedules, general marketing, Try Transit marketing, and ridership evaluation, in an amount not to exceed \$45,205 (Fund 426); an extension to the term of the agreement of six (6) months for City Project No. 14-75, "Short Range Transit Plan"; and authorizing (retroactively) funding work completed prior to the Amendment
- G. **Resolution No. 2016-077** Appropriating \$22,300 to account number 410-51-534.51186 "Recycled Water Projects and Facilities" to be funded by \$11,150 from the Water Enterprise Fund 420-52-550.44001-000 "Supplies General" and \$11,150 from the Sewer Enterprise Fund 410-51-530.44001-000 "Supplies General" to fully fund the Recycled Water Filling Station Project
- H. **Resolution No. 2016-078** Authorizing the submittal of an application to CalRecycle for the Beverage Container Recycling City/County Payment Program and authorizing the City Manager to sign any and all necessary documents
- I. Motion: Approving an Agreement between the City of Turlock and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2016, through June 30, 2017, in the amount of \$12,000, from account number 110-20-200.43155 "Physicals, Shots & Psychological"
- J. **Resolution No. 2016-079** Accepting monetary donations in the amount of \$7,540.02 and assorted animal related products valued at \$34,504.59 from the fourth quarter Fiscal Year 2012-13, all quarters of Fiscal Years 2013-14 and 2014-15, and the first and second quarters of Fiscal Year 2015-16, from various donors to be utilized in support of the City's Animal Services Unit
- K. **Resolution No. 2016-080** Approving the purchase of one (1) Fire Command vehicle from Winner Chevrolet in Elk Grove, California, through the Department of General Services State Bid System for fleet SUVs under Contract #1-16-23-23D, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, with the purchase and installation of emergency and aftermarket equipment being handled by staff, in an amount not to exceed \$86,000; and appropriating \$86,000 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance to complete the purchase of the Fire Command vehicle from Winner Chevrolet

- L. 1. Motion: Authorizing the renewal of a contract with Target Solutions for a subscription of online training services for continuing education in Emergency Medical Service (EMS) and other various mandated training to Turlock Fire Department personnel, in an amount not to exceed \$4,235, from Fund 265-30-310.302_47140 "California Firefighters Joint Apprenticeship Committee (JAC)"
- 2. **Resolution No. 2016-081** Authorizing the Mayor or the City Manager to initiate renewals as necessary with Target Solutions, as long as the California Firefighters Joint Apprenticeship Committee (JAC) funding is available
- M. **Resolution No. 2016-082** Affirming the City of Turlock's use of CalHOME funds for down payment assistance in accordance with program regulations and authorizing the Mayor, City Manager and/or his designee to execute all agreements, extensions, amendments and other documents required by the State of California Housing and Community Development (HCD) for participation in the CalHOME program
- N. Motion: Accepting the 2014-15 Audited Financial Statements for the City of Turlock as prepared by City staff and audited by Maze & Associates in accordance with Generally Accepted Accounting Principles (GAAP)
- O. Motion: Rejecting Claim for Damages filed by David B. Arruda
- P. Motion: Rejecting Claim for Damages filed by Andrew G. Cota
- Q. Motion: Rejecting Claim for Damages filed by Gerardo Rodriguez Jr.

6. FINAL READINGS: None

7. PUBLIC HEARINGS

- A. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the request to approve the Fiscal Year 2016-17 Annual Action Plan for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorize submission of the Annual Action Plan to HUD, and authorize the Mayor, City Manager or designee to execute all related and necessary documents.

Vice Mayor Bublak opened the public hearing. No one spoke. Vice Mayor Bublak closed the public hearing.

Action: **Resolution No: 2016-083** Approving the Fiscal Year 2016-17 Annual Action Plan for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorizing submission of the Annual Action Plan to HUD, and authorizing the Mayor, City Manager or designee to execute all related and necessary documents was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 4/0, with Councilmember Jacob absent, by the following vote:

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

8. SCHEDULED MATTERS:

A. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to determine the airport monument sign is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) and approve the Turlock Regional Aviation Association's (TRAA) airport monument sign project at the Turlock Municipal Airport contingent upon receiving the formal approval from Merced County and the Federal Aviation Administration.

TRAA President Todd Smith provided information about the monument, including location and display features. Mr. Smith noted benefits of the project as increased visibility and associated traffic safety.

Council discussion included monument elevation, weed abatement, and a partnership with the Turlock Fire Department who use the airport as an opportunity for wild land burn training to remove the overgrown weeds.

Vice Mayor Bublak asked for public comment. No one spoke. Vice Mayor Bublak closed public comment.

Councilmember Nascimento indicated his current employer, the Merced County Planning Department, is the ultimate approving authority on this project and out of an abundance of caution he would recuse himself from voting on this matter.

Action: **Resolution No. 2016-084** Determining the airport monument sign located at the Turlock Municipal Airport is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) was introduced by Mayor Soiseth, seconded by Councilmember DeHart, and carried 3/1/0, with Councilmember Nascimento recusing himself and Councilmember Jacob absent, by the following vote:

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

Resolution No. 2016-085 Approving the Turlock Regional Aviation Association's airport monument sign project at the Turlock Municipal Airport contingent upon receiving the formal approval from Merced County and the Federal Aviation Administration was introduced by Councilmember Soiseth, seconded by Councilmember DeHart, and carried 3/1/0, with Councilmember Nascimento recusing himself and Councilmember Jacob absent, by the following vote:

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

- B. Parks, Recreation & Public Facilities Manager Erik Schulze presented the staff report on the request to affirm or modify the Community Events and Activities Grants Funding as submitted by the Parks, Arts and Recreation Commission.

Council discussion included process used to determine scores and available funding.

Vice Mayor Bublak asked for public comment. No one spoke. Vice Mayor Bublak closed public comment.

Additional Council and staff discussion included revisiting scoring practices, identifying potential flaws in the process, history of grant applicants, options for awarding funding, and creation of a City line item for subsidization of the 4th of July Fireworks event.

Action: Motion by Mayor Soiseth, seconded by Councilmember DeHart, Modifying the Community Events and Activities Grants Funding as submitted by the Parks, Arts and Recreation Commission to remove the funding request for the 4th of July Fireworks event, fund the 4th of July Fireworks event with City funding, and eliminate the 2016 Central Valley Vinofest and the 2017 Central Valley Brewfest from the Community Events and Activities Grant Funding recommendations. Motion carried 4/0, with Councilmember Jacob absent, by the following vote:

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

- C. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to provide direction to staff on the revised City of Turlock Special Event Permit application, proposed fees and policies.

Council and staff discussion included fees associated with the application, types of events that would be handled through the process, and an overview of input received by stakeholders.

Vice Mayor Bublak asked for public comment.

Scott Snyder spoke in favor of the process for reasons including staff was wonderful to work with and the result was a good product that will work well for a variety of organizations.

Vice Mayor Bublak closed public comment.

Additional Council and staff discussion included clarification on co-sponsored events and the rationale for using a 5 year history when considering prioritization for annual or one-time events.

Action: Motion by Councilmember Nascimento, seconded by Mayor Soiseth, Providing direction to staff to move forward with the revised City of Turlock Special Event Permit application, proposed fees and policies. Motion carried 4/0, with Councilmember Jacob absent, by the following vote:

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

D. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to authorize the closure of East Main Street, between Center Street and Thor Street, on Thursday, June 30, 2016, from 2:00 p.m. to 11:00 p.m., for the Downtown Dish event hosted by the Turlock Downtown Property Owners' Association and the Kiwanis Club of Turlock.

Kiwanis representative Trina Walley spoke in favor of the event and provided event information.

Council discussion included impacts of future fees on an event such as the Downtown Dish event, the importance of ensuring all applicants are treated equitably, related staff costs for processing and handling events, and estimated costs for road closures.

Vice Mayor Bublak asked for public comment.

Pam Sweeten spoke in favor of the event for reasons included proceeds will benefit ag scholarships recipients.

Vice Mayor Bublak closed public comment.

Action: **Resolution No. 2016-086** Authorizing the closure of East Main Street, between Center Street and Thor Street, on Thursday, June 30, 2016, from 2:00 p.m. to 11:00 p.m., for the Downtown Dish event hosted by the Turlock Downtown Property Owners' Association and the Kiwanis Club of Turlock was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 4/0, with Councilmember Jacob absent, by the following vote:

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

- E. Municipal Services Director Michael Cooke presented the staff report on the request to affirm the City Manager's action of having signed and filed, for and on behalf of the City of Turlock, a financial assistance application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the City of Turlock component of the North Valley Regional Recycled Water Program; designate the Mayor, City Manager, or designee as the authorized representative for the City of Turlock; Dedicate net revenues from the Water Quality Control Fund 410 to the payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding for the financing of the City of Turlock component of the North Valley Regional Recycled Water Program during the term of the financing by the State Water Resources Control Board; and Authorize the reimbursement of certain expenditures for the City of Turlock component of the North Valley Regional Recycled Water Program paid prior to the issuance of obligations or approval of the City's application for financial assistance for the project by the State Water Resources Control Board.
Vice Mayor Bublak asked for public comment. No one spoke. Vice Mayor Bublak closed public comment.

Action: **Resolution No. 2016-087** Affirming the City Manager's action of having signed and filed, for and on behalf of the City of Turlock, a financial assistance application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the City of Turlock component of the North Valley Regional Recycled Water Program and designating the Mayor, City Manager, or designee as the authorized representative for the City of Turlock was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 4/0, with Councilmember Jacob absent, by the following vote:

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

Resolution No. 2016-088 Dedicating net revenues from the Water Quality Control Fund 410 to the payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding for the financing of the City of Turlock component of the North Valley Regional Recycled Water Program during the term of the financing by the State Water Resources Control Board Turlock was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 4/0, with Councilmember Jacob absent, by the following vote:

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

Resolution No. 2016-089 Authorizing the reimbursement of certain expenditures for the City of Turlock component of the North Valley Regional Recycled Water Program paid prior to the issuance of obligations or approval of the City’s application for financial assistance for the project by the State Water Resources Control Board Turlock was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 4/0, with Councilmember Jacob absent, by the following vote:

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

Vice Mayor Bublak adjourned to the Successor Agency to the former Turlock Redevelopment Agency meeting at 7:25 p.m.

Vice Mayor Bublak readjourned the Turlock City Council meeting at 7:38 p.m.

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Mayor Soiseth asked for future consideration to agendize a staff update for the May 10, 2016 City Council meeting regarding additional campaign donation limits. Mayor Soiseth asked that mutually agreeable dates for all Councilmembers be determined, meeting locations in each of the four City districts be established, and the City Manager and staff meet with Mayor Soiseth and Councilmember Nascimento to receive input and direction.

Mayor Soiseth asked for future consideration of an update from the Signage Committee and CSU Stanislaus students on signage location and design, with the assistance of Parks, Recreation & Public Facilities Director Allison Van Guilder and Development Services Director Mike Pitcock.

Mayor Soiseth asked that a staff report addressing funding considerations for the 4th of July Fireworks event be agendized for the May 10, 2016 City Council meeting.

Mayor Soiseth asked that an update be brought forward on the Million Acts of Kindness Initiative at the May 24, 2016 Council Meeting.

11. COUNCIL COMMENTS:

Mayor Soiseth asked the City Clerk to add verbiage to the final declarative statement on all proclamations that the proclamation is also offered on behalf of the entire City Council and all citizens.

Mayor Soiseth commented he will be participating in the opening and closing ceremonies for the Relay for Life event beginning April 30, 2016 and ending May 1, 2016. Mayor Soiseth and invited all Councilmembers to attend.

Mayor Soiseth commented he will be participating in the May 7, 2016 Love Turlock event and encouraged all Councilmembers to participate.

Vice Mayor Bublak invited other Councilmembers to assist her in clearing brush from the Turlock Municipal Airport on May 7, 2016, as she does her part in the Love Turlock event.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

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)

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn at 7:43 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

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City Council Synopsis

May 10, 2016



From: Maryn Pitt, Assistant to City Manager for Economic Development/Community Housing

Prepared by: Maria Ramos, Community Housing Program Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the public services agreements for Fiscal Year 2016-17 between the City of Turlock and each of the five (5) funded nonprofit and public service agencies identified in Attachment A, funded with Community Development Block Grant funds (CDBG), in the total amount of \$50,000

2. DISCUSSION OF ISSUE:

The City is a CDBG Entitlement jurisdiction and each year may award up to 15% of the entitlement to public services. For Fiscal Year 2016-17, HUD has provided an allocation of CDBG funds in the amount of \$592,993 to the City of Turlock.

CDBG funds continue to be critical for communities, such as Turlock, that remain impacted by budget shortfalls, along with inadequate public services, insufficient economic opportunities, and physically distressed infrastructure. Moreover, lack of safe, affordable housing and a growing population of senior citizens are increasing the housing and service needs among the nation's low and moderate-income population.

At the March 22, 2016 Council meeting, the City Council approved the nominees of the CDBG Grant Selection Committee. There were seven (7) program applications presented to the CDBG Grant Selection Committee for consideration on March 30, 2016. The applications offered a variety of services to assist families and individuals with essential daily needs, programs in education, counseling, domestic violence services, nourishment and temporary housing. There were two (2) applications that were not recommended for funding because the scope of work to be funded was ineligible under CDBG rules. The Grant Selection Committee's scores established a list for funding that was recommended to the City Council for approval as part of the Annual Action Plan and are attached as Attachment A.

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BN/ck

Applications for the City of Turlock's public service grants are accepted one time a year and are provided to fund eligible public service programs and activities that meet HUD's guidelines and the City's local Consolidated Plan. CDBG Public Services Grants are targeted for new services, expansion of existing services, implementation of new innovative approaches and serving new clients. These grants address the root causes of poverty and help poor families and individuals regain or retain self-sufficiency. Typical services include:

- Job Training
- Education
- Child Care
- Health Services
- Fair Housing Counseling
- Substance Abuse Prevention
- Crime Prevention
- Senior Services
- Youth Services
- Energy Conservation
- Youth Services
- Recreational Programs

Staff requests authorization to execute the (5) five agreements in anticipation of the new fiscal year with each of the recommended public service agencies for the recommended dollar amounts in Attachment A. Total funding is to be in the amount of \$50,000. Funding is to begin on or after July 1, 2016.

3. BASIS FOR RECOMMENDATION:

HUD has awarded the City of Turlock CDBG funds to carry out eligible activities that benefit low to moderate income persons.

Policy Goal #7

Quality Community Programs

Action Item:

3. Provide housing and services to qualified populations.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Proposed Fiscal Year 2016-17 will be funded with CDBG funds and have been included in the City's budget in Fund 255-41-485. This activity will have no impact on the City's general fund budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Categorical exclusion under the National Environmental Protection Act (NEPA).

7. ALTERNATIVES:

- A. Council may choose to award the full amount of \$60,000, as published in the notice of funding availability, to the five (5) eligible applicants.
- B. Council may choose not to approve the proposed funding recommendations. However, this option is not recommended as the City's Housing Program would not meet its HUD programmatic obligations for FY 2016-17.

ATTACHMENT A

City of Turlock
 Community Development Block Grant (CDBG)
 Proposed funding for FY 2016-2017 \$50,000

#	Organization and Project Name	Funds Requested	Proposed Funding
1	We Care Program - Turlock We Care Emergency Shelter	\$10,000	\$10,000
2	Howard Training Center Senior Meals Program	\$10,000	\$10,000
3	City of Turlock, Parks, Recreation and Public Facilities Recreation for All Scholarship	\$10,000	\$10,000
4	United Samaritans Foundation Emergency Food Box	\$10,000	\$10,000
5	The Salvation Army Turlock ASK Program Improvements	\$10,000	\$ 0
6	Greater Modesto Interfaith Hospitality Network/Family Promise of Greater Modesto Family Promise-Renter Restoration	\$9,540	\$ 0
	Project Sentinel Inc Fair Housing	\$10,000	\$10,000
		\$	\$
	Total Funds Requested	\$69,540	\$50,000



AGREEMENT
between
CITY OF TURLOCK
And

_____ for
Public Services through the Community Development Block Grant (CDBG) Program
CONTRACT NO. _____

THIS AGREEMENT is made this 10th day of May, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, as the implementer of the **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**, hereinafter referred to as "CITY" and _____ hereinafter referred to as "ORGANIZATION."

WITNESSETH:

WHEREAS, CITY has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and

WHEREAS, the CITY wishes to engage the ORGANIZATION to assist the CITY in utilizing such funds; and

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

1. **SCOPE OF SERVICE:** The ORGANIZATION will be responsible for administering a CDBG 2016-2017 (Project Name Inserted) Public Service Program in a manner satisfactory to the CITY. The Public Service Program shall be provided in accordance with the standards required as a condition of providing these funds and in accordance with Exhibit A attached hereto and incorporated herein by reference.

(a) **National Objectives:** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The ORGANIZATION certifies that the activity carried out under this Agreement will meet the National Objective specified in Exhibit A.

(b) **Levels of Accomplishment-Goals and Performance Measures:** The ORGANIZATION agrees to provide levels of program services specified in Exhibit A.

(c) **Staffing:** The ORGANIZATION agrees to provide levels of staffing for the program

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as specified in Exhibit A.

(d) Performance Monitoring: The CITY will monitor the performance of the ORGANIZATION against goals and performance standards as stated in Exhibit A. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the ORGANIZATION within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

2. COMPENSATION: ORGANIZATION shall be paid a total consideration of _____ Thousand and no/100^{ths} Dollars (\$ _____), for full performance of the Public Services specified under this Agreement, in conformity with the approved program proposal and budget document which is attached to this Agreement as Exhibit A. The CITY may require a more detailed budget breakdown than the one provided in Exhibit A and the ORGANIZATION shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY. Any amendments to the budget must be approved in writing by both the CITY and the ORGANIZATION. ORGANIZATION agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Payment:

(1) Funds will be dispersed on a draw basis as costs are incurred and can be drawn at 25% or more intervals. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit A and in accordance with performance.

(2) The request for a draw will be accompanied by documentation of the costs which would include such information as invoices and time cards. The request will also include data of the persons served through the program including, but not limited to, income, race/ethnicity, and statistics data required by HUD. First Draw can be requested after October 1, 2016. Final draw must be requested before June 15, 2017.

(3) Payments may be contingent upon certification of the ORGANIZATION'S financial management system in accordance with the standards specified in 24 CFR 84.21.

(4) ORGANIZATION shall notify CITY in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

3. TERM OF AGREEMENT. The Services of ORGANIZATION are to commence on July 1, 2016, and end on June 30, 2017, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. The point of contact for CITY shall be the City of Turlock, Housing Program Services Division, 156 South Broadway, Suite 250, Turlock, California, 95380.

4. GENERAL CONDITIONS. The ORGANIZATION agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the ORGANIZATION does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the ORGANIZATION does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The ORGANIZATION also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided for under this contract. The ORGANIZATION further agrees to

utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(a) ORGANIZATION agrees to submit quarterly program status reports to CITY, and other reports as may be required by CITY.

(b) ORGANIZATION agrees to maintain racial, ethnic, gender, head of household and family size data showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to CITY quarterly.

(c) ORGANIZATION agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited.

(d) ORGANIZATION agrees that CITY or any authorized representative has access to and the right to examine all records, books, papers or documents related to the program/scope of services/project.

(e) ORGANIZATION agrees to provide to CITY at ORGANIZATION's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by ORGANIZATION, including the distribution of Community Development Block Grant Funds for fiscal year 2016-2017 to be delivered to CITY by October 1, 2017 or within 30 days of receipt of ORGANIZATION's audited financials.

(f) ORGANIZATION hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of ORGANIZATION who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

(g) The undersigned persons signing as officers on behalf of ORGANIZATION, a party to this Agreement, hereby severally warrants and represents that said persons have authority to enter into this Agreement on behalf of said ORGANIZATION and to bind the same to this Agreement, and, further that said ORGANIZATION has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

(h) CITY shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by ORGANIZATION, its staff or clientele, and ORGANIZATION hereby agrees to defend, hold harmless and indemnify CITY from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release ORGANIZATION from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

(i) Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another.

ORGANIZATION is not an employee of CITY and is not entitled to any of the rights, benefits, or privileges of CITY employees, including but not limited to medical, unemployment, or Workers' Compensation

insurance.

5. OTHER PROVISIONS.

(a) During the performance of this Agreement, ORGANIZATION agrees as follows:

(1) ORGANIZATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. ORGANIZATION shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, sexual orientation, familial status, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ORGANIZATION agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of ORGANIZATION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(b) EQUAL OPPORTUNITY IN PARTICIPATION. Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with CITY policy and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.602 issued pursuant to this section).

(c) Civil Rights

(1) Compliance. The ORGANIZATION agrees to comply with the civil rights laws of the State of California and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086

(2) Nondiscrimination. The ORGANIZATION agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

(d) BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOW/MODERATE INCOME RESIDENTS. ORGANIZATION will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

(e) DRUG-FREE WORK PLACE. Organization will maintain a drug free work place and will comply with all applicable Federal, State and local laws pertaining to a drug-free work place.

(f) PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

6. CITY RECOGNITION. The ORGANIZATION shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the ORGANIZATION will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

7. ADMINISTRATIVE REQUIREMENTS.

(a) Financial Management

(1) Accounting Standards. The ORGANIZATION agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilized adequate internal controls, and maintain necessary source documentation for all costs incurred.

(2) Cost Principles. The ORGANIZATION shall administer its program in conformance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Uniform Requirements superseded, consolidated, and streamlined requirements from eight OMB Circulars including OMB Circulars A-122, "Cost Principles for Non-Profit Organization," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State, Local and Indian Tribal Governments," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(b) Documentation and Record Keeping.

(1) Records to be maintained. The ORGANIZATION shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity component of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(2) Retention. The ORGANIZATION shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY'S annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

(3) Client Data. The ORGANIZATION shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

(4) Disclosure. The ORGANIZATION understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY'S or ORGANIZATION'S responsibilities with respect to services provided under this contract, is prohibited by the State or Federal law unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

(5) Close-outs. The ORGANIZATION'S obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the ORGANIZATION has control over CDBG funds, including program income.

(6) Audits and Inspections. All ORGANIZATION records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the ORGANIZATION within 30 days after receipt by the ORGANIZATION. Failure of the ORGANIZATION to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The ORGANIZATION hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning ORGANIZATIONS audits and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Uniform Requirements superseded, consolidated, and streamlined requirements from eight OMB Circulars including OMB circular A-133.

If, as a result of any audit, any improper expenditures are revealed by the ORGANIZATION, its officers, agents, servants, employees and /or subcontractors, of the funds granted hereunder, and such questioned costs are disallowed under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost shall constitute liquidated damages for the breach of that portion of the Agreement audited. In case of such disallowed cost, ORGANIZATION agrees to repay the CITY said sum as liquidated damages for the ORGANIZATIONS failure to perform the duties, bear the

liabilities and fulfill the obligations imposed upon it by this Agreement.

(c) Reporting and Payment Procedures

(1) Program Income. The ORGANIZATION shall report to the CITY any interest or other income earned as a direct result of the use of the CDBG funds for the program outlined within this Agreement. The ORGANIZATION shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. All program income derived from the project, if any, shall revert to the CITY for use in the Community Development Block Grant program.

(2) Payment Procedures. The CITY will pay to the ORGANIZATION funds available under this Agreement based upon information submitted by the ORGANIZATION and consistent with the approved budget in Exhibit A. Payments will be made for eligible expenses actually incurred by the ORGANIZATION on a reimbursement basis. The CITY shall not provide any payments in advance of actual expenditures by the ORGANIZATION. Payments will be adjusted by the CITY in accordance with program income balances available in ORGANIZATION accounts. Payment requests shall include documentation to verify that the expenditure of funds is consistent with the project description as approved. Prior to reimbursing the ORGANIZATION, the CITY will verify the ORGANIZATION has provided the required draw. Funding is contingent upon the CITY receiving Community Development Block Grant funds from HUD.

(3) Progress Reports. The ORGANIZATION shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

(d) Procurement

(1) Compliance. The ORGANIZATION shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.

(2) Uniform Requirements. Unless specified otherwise within this agreement, the ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Uniform Requirements superseded, consolidated, and streamlined requirements from eight OMB Circulars.

(3) Travel. The ORGANIZATION shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

(e) Use and Reversion of Assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following;

(1) The ORGANIZATION shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(2) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the ORGANIZATION for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the

insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) ORGANIZATION shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

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

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

(h) Subcontractors: ORGANIZATION shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated herein.

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

10. PERSONNEL & PARTICIPANT CONDITIONS

(a) Federal regulations

(1) Section 504. The ORGANIZATION agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federal assisted program. The CITY shall provide the ORGANIZATION with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(b) Affirmative Action

(1) Approved Plan. The ORGANIZATION agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the ORGANIZATION to assist in the formulation of such program. The ORGANIZATION shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

(2) Women- and Minority-Owned Businesses (W/MBE). The ORGANIZATION will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The ORGANIZATION may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The ORGANIZATION shall furnish and cause each of its owned ORGANIZATIONS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications. The ORGANIZATION will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the ORGANIZATION's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

The ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of the ORGANIZATION, state that it is an Equal Opportunity or Affirmative Action Employer.

(6) Subcontract Provisions. The ORGANIZATION will include the provisions of Paragraphs 5.(c), Civil Rights, and 10.(b), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own ORGANIZATIONS or subcontractors.

(c) Employment Restrictions

(1) Prohibited Activity. The ORGANIZATION is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(2) Labor Standards. The ORGANIZATION agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The ORGANIZATION agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The ORGANIZATION shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The ORGANIZATION agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors unengaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the ORGANIZATION of its obligation, if any, to require payment of the higher wage. The ORGANIZATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(3) "Section 3" Clause.

a. Compliance. Compliance with the provisions of Section 3 of HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the ORGANIZATION and any of the ORGANIZATION's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the ORGANIZATION and any of the ORGANIZATION's subrecipients and subcontractors, their successors and assigns, to those sanction specified by the Agreement through which Federal assistance is provided. The ORGANIZATION certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The ORGANIZATION further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The ORGANIZATION further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participant in other HUD programs.

The ORGANIZATION certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification. The ORGANIZATION agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts. The ORGANIZATION will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the grantor agency. The ORGANIZATION will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(d) Conduct

(1) Assignability. The ORGANIZATION shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the ORGANIZATION from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

(2) Subcontracts

a. Approvals. The ORGANIZATION shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring. The ORGANIZATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content. The ORGANIZATION shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

d. Selection Process. The ORGANIZATION shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

(3) Hatch Act. The ORGANIZATION agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(4) Conflict of Interest. The ORGANIZATION agrees to abide by the provisions of 245 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The ORGANIZATION shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the ORGANIZATION shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the ORGANIZATION, or any designated public agency.

(5) Lobbying.

The ORGANIZATION hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. **Lobbying Certification.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(6) **Copyright.** If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocably license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(7) **Religious Activities.** The ORGANIZATION agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. ENVIRONMENTAL CONDITIONS

(a) **Air and Water.** The ORGANIZATION agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

(1) Clean Air act, 42 U.S.C., 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(b) **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the ORGANIZATION shall assure that for activities located in an area identified by the Federal emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(c) **Lead-Based Paint.** The ORGANIZATION agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and

tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(d) Historic Preservation. The ORGANIZATION agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. SPECIAL TERMS AND CONDITIONS.

(a) It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days' written notice to the other party. However, ORGANIZATION may not terminate An Assignment of Proceeds and Grant of Lien without written consent of CITY. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

(b) Further, CITY reserves the right to terminate this Agreement upon written notification to ORGANIZATION under the following conditions:

(1) Notification by HUD to the CITY that said project is ineligible because of project location, services provided, or any other reason cited by HUD.

(2) Notification by HUD to CITY that said project is deficient and that continued support of the project is not providing an adequate level of services to low/moderate income or minority people.

(3) Written notification from HUD to CITY that the program funds made available to CITY are being curtailed, withdrawn, or otherwise restricted.

(c) CITY also reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions:

(1) Failure of ORGANIZATION to file required reports

(2) Failure of ORGANIZATION to meet project dates

(3) Expenditure of funds under this Agreement for ineligible activities, services or items

(4) Failure to comply with written notice from CITY of substandard performance in scope of services under the terms of this Agreement.

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

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

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

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

for ORGANIZATION: _____

PHONE: () _____

FAX: () _____

for CITY:

**CITY OF TURLOCK
ATTN: MANAGER
HOUSING PROGRAM SERVICES DIVISION
156 SOUTH BROADWAY, SUITE 250
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5610
FAX: (209) 665-5120**

18. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

19. WAIVER

The CITY's failure to act with respect to a breach by the ORGANIZATION does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

20. ENTIRE AGREEMENT

The agreement constitutes the entire agreement between the CITY and the ORGANIZATION for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the ORGANIZATION with respect to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by and through their respective officer's thereunto duly authorized by a motion approved by the Turlock City Council on May 10, 2016.

CITY OF TURLOCK, a municipal corporation _____

By: _____
Gary R. Hampton, City Manager

or

By: _____
Gary Soiseth, Mayor

By: _____

Title: _____

Print Name: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Phaedra A. Norton, City Attorney

Phone: (____) _____

ATTEST:

Fax: (____) _____

By: _____
Kellie Weaver, City Clerk



City of Turlock
 Community Development Block Grant (CDBG)
Public Service Grant Application
 For Fiscal Year 2016-2017

Submission Reminder
 Applications Due: **March 11, 2016**
 See Application Guidelines for
 submittal information.

Please fully review the Public Service Grant Application Guidelines prior to starting the application process.

A. Project Summary Page

A-1 Project Title: Emergency Food Box

Amount Requested \$ 10,000 (Amount requested cannot exceed \$10,000. One application per project)

Total Project Cost \$ 130,794.49 (Should match **Exhibit B-Budget**)

A-2 Legal Name of Agency requesting funding: United Samaritans Foundation

DBA Agency: Same

Agency address: 220 S. Broadway

Phone: (209)668-4853

Fax: (209)668-4854

Tax ID number: 77-0393321

Incorporated year: 1994

501(c)(3): or No

DUNS number: 011683385

Business License Number: 81051

(Required if the business is within Turlock city limits)

Organization's website: www.unitedsamaritans.org

A-3 Project Contact Name: Beverly Hatcher

Title: Exec Director

Address (if different than above): same

E-mail address: bevusf@sbcglobal.net

Phone: same

Fax: same

A-4 Agency Type (check all that apply):

- Non-Profit For-Profit Government Faith-Based Institution of Higher Education

A-5 Number of unduplicated persons and households you anticipate serving for this project 2,200 (list a specific anticipated number, not a range). Projects must serve a minimum of 51% low- and moderate-income persons (persons at or below 80% of the area median income defined by HUD). An "unduplicated" count means that each client is counted only once during the fiscal year, regardless of the number of times the client is served.

A-6 Summarized Project Description: In the box below, provide a brief description of the proposed project and what it plans to accomplish if funded (Do not increase box size):

Our Emergency Food Box Program provides food assistance to very low income, low income, moderate income, & homeless individuals & families in Turlock who experience food insecurity & lack sufficient quantities of food to prepare three nutritious meals a day. Emergency Food Boxes are distributed on the last Tuesday & Friday of every month. Individuals & families that are housed will receive a full food box every two months & extras such as bread, eggs, fresh/frozen meat, fresh fruit and vegetables, milk & other assorted foodstuffs on the alternate months (average 40 a month). Homeless individuals are eligible for a food box every month. Each box is filled with ample provisions to feed every person in the family three meals a day for three days. Emergency food boxes may include, but are not limited to fresh/frozen meat products, eggs, fresh or canned fruits & vegetables, milk, oatmeal, flour, pasta, rice, beans, tomato products, peanut butter, jelly, bread & other assorted foodstuffs. In our food boxes we also distribute recipe cards for seasonal products. Information regarding other programs, opportunities or special events (i.e. Turlock Together) in our community is distributed to individuals and families that use the Emergency Food Box program.

The Emergency Food Box Program will use this grant funding to provide food for the boxes for 2,100 unduplicated persons who reside in Turlock. A minimum of 51% of these food boxes will be provided to individuals & families whose income falls at or below 80% of the area median. In this current economy our organization is experiencing a decrease in food donations due to an increase in lean manufacturing & storage practices. What we cannot receive in donations must be made up in purchasing the food. These grant funds will enable our organization to purchase the additional food products necessary to provide the Emergency Food Boxes to individuals and families who are experiencing food insecurity.

A-7 Additional Project Information: Expand on or provided additional information about the project not mentioned in A-6:

The unduplicated count appears to be somewhat stabilizing at this time. However our duplicated count for our clients utilizing the program indicates that families and individuals are coming back more often to use our services. Our data also indicates that families with children under 18, seniors, and disabled individuals are using this program on a more consistent basis, which may indicate an on-going food insecurity problem for these populations. Homeless individuals utilizing this program remain constant, despite a slightly improved local economy. We are also observing an increase in families that have their adult children living in the home. Many grandparents we serve are taking care of grandchildren from toddlers on up.

B. Agency Information

B-1 Certifications: Is your agency required to have local, State, or Federal certificates, licenses, or conditional use permits?

Yes No Department of Environmental permit to operate 1/5/16

If Yes, please indicate what type of certificate/license is required, the entity that certifies your agency, and the dates of your most recent certification. Licensed childcare center applicants and Charter Schools must also attach a copy of Certificate of Occupancy. All CDBG funded staff working with children must be fingerprinted. Please list the staff positions that require fingerprinting. Please attach all of the indicated information labeled as **Exhibit L** (Certifications).

B-2 Business License: Please attach a copy of the current Business License labeled **Exhibit J**. A Business License is required for businesses located within the city limits of Turlock.

City of Turlock Business License number: 81051
 N/A as the business outside of city Limits

B-3 Mission Statement: List the agency's Mission Statement or if none explain why the agency exists and list its goals:

United Samaritans Foundation's Mission is to deliver food to people in need in Stanislaus County and to facilitate the provision of services to assist them in a transition to a better quality of life.

B-4 Experience: Briefly explain the organization's previous experience in carrying out this or similar projects. Discuss staffing responsibilities and their qualifications for administering the project.

United Samaritans Foundation (USF) began with the Hughson food truck route in 1995, and absorbed the Turlock "Daily Bread Ministry" truck in 1996. The Modesto truck route began in 1998 and in 1999 the Keyes/Ceres truck route was started. Our organization has four mobile food service vehicles that serve 9 towns in Stanislaus County five days a week, 52 weeks a year. USF provides emergency food boxes and has clothes closet facilities at the Turlock and Hughson sites. A homeless drop-in center is available at the Turlock site. The Administrative Assistant is responsible for supervising the intake site on food box day. She coordinates the volunteers who assist with the application process. This employee is also responsible for the data entry and generating the data that are used for our grant reporting. Our Administrative Assistant has 11 years of marketing management experience which includes the coordination, supervising, and tracking of multiple projects. She also has eight years of database experience. The Auxiliary Support employee has worked with the program for 6 years and prepares the food boxes and helps to distribute them. Our Director of Operations purchases and solicits donations for the various foodstuffs and supplies that are essential for the Emergency Food Box Program. She has 22 years of procurement experience. Our Volunteer Coordinator has supervisory experience and coordinates the volunteers for our agency. Our highly skilled staff means USF is able to efficiently procure and distribute the food boxes and maintain organized databases of the clients so that we can report efficiently and correctly.

C. Project Information

C-1 Project: Is the proposed project new or an expansion of a currently offered project? (check one)
 New Expanded

C-2 Target Demographic: Project serves the following Target Demographic (check only one):
 Children (infant-12) Youth (13-17) Adult (18-61) Elderly Persons (62+)
 Homeless/Low Income Non-Homeless Special Needs

C-3 Primary Service: Project provides the following Primary Service (check only one):
 Shelter Food Education Foster Care
 Welfare Health Recreation Crime Prevention
 Employment Fair Housing Other _____

C-4 Secondary Services: This project also provides the following services (check all that apply):
 Shelter Food Education Foster Care
 Welfare Health Recreation Crime Prevention
 Employment Fair Housing Other Information on other services _____

C-5 Target Income Levels: The project target client income level (check all that apply). Income table in Guidelines.
 Very Low (not greater than 30%) Low (not greater than 50%) Low/Moderate (Not greater than 80%)

C-6 Client Income Verification:

To be eligible for CDBG assistance, a public service project **must serve low- and moderate-income persons**. Low- and moderate-income are defined as those at or below 80% of the area median income. Documentation of the benefit to low- and moderate-income level persons is required of every project funded (CDBG National Objective 24 CFR 570.208). There are three income category options for meeting this objective, (1) Limited Clientele-Client based and (2) Limited Clientele-Presumed Benefit, where eligibility is determined on a client basis, or (3) Area-Benefit, where eligibility is determined by where the service is being provided. Each application must specify only one eligibility category for their project. Descriptions of these benefit categories are detailed below:

(For more information refer to page 3 of the Application Guidelines under Project Requirements)

1. **Limited Clientele- Client Based** – Project provides services to clients **city-wide**.
 (Requires copies of income verification documentation in individual client files)
 The program must serve a minimum of 51% low- and moderate-income persons.
2. **Limited Clientele- Presumed Benefit** – Project provides services **ONLY** to these HUD Presumed Benefit categories. Since these groups are presumed to be low and moderate income, individual income verification is not required although other client statistics will be required. Select the presumed benefit options below you will be serving. If you are serving any clients that do not fit into these specified categories you would select Limited Clientele-Client Based above.

<input type="checkbox"/> Elderly Persons (62 years and older)	<input type="checkbox"/> Battered Spouses
<input type="checkbox"/> Homeless Persons	<input type="checkbox"/> Abused Children
<input type="checkbox"/> Migrant Farm Workers	<input type="checkbox"/> Severely Disabled Adults
<input type="checkbox"/> Illiterate Persons (includes non-English speakers)	
3. **Area-Benefit** - The project must be offered to **all residents of a defined geographic area** containing a minimum of 51% of the residents who are low to moderate income as proven by 2010 census data. This is not an option for projects open to clients city-wide. If Area-Benefit has been selected, attach a map defining the area and label it **Exhibit O**. Prior city staff approval is required for this option to insure your project is eligible under Area-Benefit.

Census Tract: _____ Low and moderate %: _____ Census Tract: _____ Low and moderate %: _____

C-7 Statement of Problem or Need: Briefly describe the problem/need that the proposed project is intended to address. Qualify the need based on studies, surveys, or other to show what your conclusions are based on.

The Emergency Food Box program addresses the needs of individuals and families in Turlock who are experiencing food insecurity, often on an on-going basis. According to the 2010 Stanislaus County Nutrition and Food Insecurity Profile 37% of adults reside in food insecure households. The Emergency Food Box Program serves a population that has experienced the full impact of our nation's current economic downturn, and a sluggish local economy that is not yet covered fully. The USDA report, "Household Food Security in the United States in 2010" found that one in six Americans, or 49 million people, had trouble putting food on the table at some point (Turlock Journal, September 21, 2011). Many individuals and families in Stanislaus County must make the difficult choice between purchasing food and maintaining their housing or medical care. 16.3% of our clients are seniors; 11% of our clients are permanently disabled, and, 5% are female head of household. 30% of our clients are minor children and 30% are chronically homeless.

C-8 Consolidated Plan Goals: The City of Turlock's Consolidated Plan is designed to direct the City's investment of federal CDBG funds to meet priority needs for housing, community and economic development, and public service. The overall goals of the Consolidated Plan are as follows: to provide decent and affordable housing, to provide a suitable living environment, or to expand economic opportunities. **As an applying agency your project must cover one or more of the following objectives**

(check all that apply)

- Provide assistance that facilitates homeless services and transitional housing.
- Homeless services -areas of need include: Food, emergency shelter, housing counseling, homeless support services, domestic violence prevention and intervention, individual, family, group counseling, crisis intervention, and drug and alcohol abuse services.
- Support services that accompany permanent housing for people who are chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.
- Support services to assist target income individuals and families, including those with special needs. Special needs include the elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction, and victims of domestic violence.
- Promote facilities and services that directly benefit residents of target-income neighborhoods.
- Employment training, job skills, mentoring, and computer technology.
- Senior, Youth, and Handicapped Services- areas of need include: food, physical fitness/wellness, activities/alternatives to serve at risk youth including after school programs, parenting programs, safety services, family and senior support services, handicapped assistive equipment technology, health services, crime awareness, protective services, transportation services, and child care services.
- Fair housing services.

C-9 Consolidated Plan Goals Met: Indicate how the project will meet the goals/needs outlined in the Consolidated Plan?

Our program meets the Community Development Goals of the 2015-2020 Consolidated Plan as our food box program provides public services to assist target income individuals and provides support services for low income households and special populations such as, seniors, disabled, and at-risk youth in the City of Turlock. A minimum of 51% of the food boxes will be provided to individuals and families whose income falls at or below 80% of the area median. 16.3% of those receiving food boxes in FY 2014/2015 were seniors; 11% were disabled, and 5% were female head of household. The population we serve includes families with minor children who are affected by poverty and reside in identified low-income neighborhoods. The factors that contribute to their poverty affect these children's' ability to receive healthy nutritious meals on a consistent basis. Nutrition is among the top factors in determining overall wellness and growth for children.

C-10 Project Accomplishments: What specific accomplishments does your agency expect to achieve with this project? What measures are in place to confirm and track these results? Please detail both short-term and long-term outcomes.

We anticipate providing 2,100 unduplicated individuals residing in the City of Turlock who are experiencing food insecurity with a nutritious food box which will feed each person in the family three meals a day for three days. Applications are filled out by all individuals and families requesting a food box. Back-up documentation is reviewed and photocopied by the intake staff. Data from the applications is entered into our data base which helps us to track the number of persons served and generates reports necessary for grant reporting

C-11 Client Screening: Describe how clients are prioritized and or screened for services. Are clients chosen for services at random, first come first serve, or a waiting list? What resources are used before services can be provided? If employees are eligible for program services what policies are in place to ensure there is no conflict of interest?

Clients are served as they enter the building. All persons who apply for a food box are required to fill out an application and provide required documentation to prove their eligibility. Statistical data from the applications are entered into our database on a monthly basis. Reports are generated which provide the unduplicated count on a monthly basis. If an employee is eligible they must provide required documentation to prove their families eligibility and go through the process like everyone else. No person who works on this program has been or is eligible for the food box. Employees who have been or are eligible for this program work in other programs at our foundation.

C-12 Counting Clients Served: Describe the procedures/methods used to count and monitor the unduplicated clients you anticipate serving. An "unduplicated" count means that each client is counted only once during the fiscal year, regardless of the number of times the client is served.

Eligibility requirements for this program include a photo ID, the last four digits of their Social Security number or Medi-cal card numbers; address verification, and income verification. All of this information is entered into a data base and a count is maintained for unduplicated and duplicated persons using the food box program services.

C-13 Income and Residency Determination: Describe how you will determine the income level and residency of persons served? How will you document family size? What staff member(s) will be responsible for documenting and calculating the income?

The Emergency Food Box Program application requires income and ethnicity information. This information is verified by intake staff that visually inspects and photocopies the following documents: photo ID, address verification, Social Security Cards (last four digits on application and card is viewed only), or MediCal cards, and proof of income for all individuals 18 or older in the household. Acceptable forms of income verification include W-2's, Social Security award letters, documentation from the Community Services Agency, a bank statement if person uses direct deposit, or a signed Declaration of Income Statement for those with no income. This information is attached to the individual's application and kept in binders. Information from the application is entered into our database on a monthly basis. Statistical reports are generated monthly. The Director of Operations and the Administrative Assistant will be responsible for monitoring the program.

C-14 Location(s) where services will be provided: Please list all locations (with address) where this project will be held, unless the location is a safe haven situation (i.e. Domestic abuse shelter).

United Samaritans Foundation 213 S. Broadway, Turlock, CA 95380
United Samaritans Foundation 220 S. Broadway, Turlock, CA 95380
United Samaritans Foundation 221 S. Broadway, Turlock, CA 95380

C-15 Site Control: If the project will be offered at location(s) owned or managed by another agency describe and verify that the site(s) is/are firmly committed for this project. Attach evidence of the site control to the application and label **Exhibit N** (Site Control). (Example: copy of lease, deed, agreement).

The project will be offered at a site that is owned by United Samaritans Foundation.

C-16 Collaboration: If the project is a collaborative effort with other agencies or contracted out, describe the partnership. Name the agencies involved and explain their role. Services contracted out to other entities are required to have agreements allowing City and HUD access to project related documents and client files and must follow the same project regulations. The agency must have something in place to ensure that project regulations and requirements are met.

The project is solely the effort of the United Samaritans Foundation. There is no partnership or other agencies involved. We do work in collaboration with other agencies in that many other non-profit agencies, churches, and individuals refer people to the United Samaritans Foundation for food boxes. Many individuals, businesses, civic organizations, the local Post Office, and the Stanislaus County Fair participate in canned food drives which collect food for these boxes.

C-17 Public Awareness: How are clients made aware of the agency, the project and services? How does the project receive most of its referrals?

People are made aware of our organization through the 211 program with United Way, the Community Service Agency, the Community Resources Handbook, and word of mouth. United Samaritan's staff attends community events and distributes brochures at Health Fairs, Church Mission Fairs and other local events. Information is available about USF on our website www.unitedsamaritans.org and through our monthly newsletters. Community Services Agency, Salvation Army, Community Housing and Shelter Services, and other non-profit agencies refer many people to us for services. We are beginning to employ social media more often to reach younger residents who qualify and need this and other services. Through an ongoing referral agreement with the Community Services Agency persons applying for CalFresh and TANF who have no food are given a referral slip and can receive a food box any time during the month.

C-18 Outreach: What will the agency do in order to promote and provide services to the community's diverse ethnic population?

We have staff and volunteers that speak Spanish and are able to assist our non-English speaking clientele. We also translate fliers and applications into Spanish. We now have a volunteer who speaks Assyrian. This has been a great help for our Assyrian population. We are looking for volunteers to translate into Portuguese, Farsi and Punjabi..

C-19 a.) Personnel Costs: Complete the Personnel Costs form **Exhibit C** provided. List the positions for **all of the individuals that will be involved with the implementation of the project, funded or not with Turlock CDBG funds**. This would include but is not limited to program staff, volunteers, and contracted employees. The expenses should correspond with the Budget (Exhibit B).

b.) **Job Descriptions:** Attach copies of all the job descriptions for the program positions listed in Exhibit C (referenced above). Label these as **Exhibit C-1**.

C-20 Eligibility: What are the client eligibility requirements to participate in the project/program? Make sure your requirements correspond to the grant guidelines. If using another agency to provide services or collaboration clarify how program eligibility requirements will be met.

Residents of Turlock are eligible to receive a full food box every 2 months and extras on the alternate months. Homeless individuals are eligible for a food box every month. Participants must have the required documents, photo ID, address verification, Social Security card or MediCal card and income verifications.

D. Financial & Budget Information

D-1 Previous Turlock CDBG Funding: Has this project previously been funded with CDBG funds from the City of Turlock? Yes No

If Yes, please indicate the year(s), allocations, expended, number served, and project name/description in the following table:

Fiscal Years	Allocated	Expended	Number Served	Project Name/Description
2012/2013	\$10,000	\$10,000	2094	Emergency Food Box Program
2013/2014	\$10,000	\$10,000	2266	Emergency Food Box Program
2014/2015	\$DID NOT APPLY	\$		
2015/2016	\$10,000	(Program In Progress)		Emergency Food Box Program

Please explain any discrepancy between allocated and expended funds. Explain if funds were reimbursed to the city and why:

D-2 Fee Schedule: Are there any fees, charges, and or membership requirements to receive services for the project? If "Yes" is selected please provide the appropriate fee schedule labeled **Exhibit M**.
 Yes No

If Yes, please fully describe the fees, charges, and or memberships required:

D-3 Funding Level:
 If the agency is not awarded all of the funding requested; can the agency still provide the project?
 Yes No

If No, what is the minimum amount of funding that would be needed to provide the project?
 \$ _____

D-4 Other Funding Sources: Describe other sources of funding for this project by completing the "Other Funding Sources" form provided labeled **Exhibit A**. Only list funding for this project, not the entire agency.

D-5 Budget: Complete the Budget form provided labeled **Exhibit B**. The budget should identify, in detail, how CDBG funds are to be utilized. This exhibit should balance with the figures provided in Exhibit A (Other Funding Sources) and Exhibit C (Personnel Information). All budget information must be provided using the supplied form. If the supplied form is not utilized the application may be deemed incomplete and not considered for funding. Items listed under Project Costs must be specific. Generic references such as "Program Expenses" are not allowable. Grant draw requests will be required to follow each line item amount and detail.

D-6 Staff Authorized to request payments: List all staff authorized to request grant payments.

Name: Beverly Hatcher
Title: Executive Director

Signature: Beverly Hatcher

Name: Maris Sturtevant
Title: Director of Operations

Signature: Maris Sturtevant

Name: _____
Title: _____

Signature: _____

Name: _____
Title: _____

Signature: _____

E. Conflict of Interest

E-1 Conflicts of Interest: Conflicts of interest would include Turlock staff members or council members participating as an employee, board member or large contributor for your organization. Please review question E-3 below for possible staff conflicts. A conflict of interest requires a written waiver from the City Attorney before an agreement is signed.

Are there any conflicts or possible conflicts of interest to report? Yes No
If Yes, please explain all conflicts or possible conflicts.

E-2 a.) Board of Directors: Please provide a list of names and positions of the Board of Directors and Officers for the Agency and label as **Exhibit K**.

b.) Board of Directors Minutes: Provide a copy of the minutes from the board of directors or equivalent approving the application submittal has been approved and label as **Exhibit D**. If your board does not require authorization to submit an application, provide a letter signed by an approved representative authorizing the request for funds or provide a waiver of board action to apply for funding and label as **Exhibit D**.

E-3. Agency Staff with City Connection: Please list any employees or board members of the agency who are elected officials, appointed members of a City of Turlock Commission/Committee, or a City of Turlock employee (if applicable). Make sure to clearly identify the group with which they are affiliated. Current listings of City of Turlock advisory groups can be found on the City of Turlock website at <http://www.cityofturlock.org> including the City Council and the Art and Planning Commissions.

F. Certifications

If this application is approved for funding, the agency agrees to fully comply with all required federal regulations including section 504, state, and local laws and regulations. The agency confirms that it is fully capable of fulfilling the obligations as cited in this proposal, and has attached the required documents referred to in this application. The agency confirms that the board of directors or equivalent has reviewed and approved submittal of this grant application, and the minutes of said meeting are attached marked **Exhibit D**.

The applicant understands that any approval of the grant proposal is conditional upon the final acceptance of the fiscal year 2016-2017 Community Development Block Grant application funding from HUD and execution of an agreement with the City of Turlock on implementing the grant and monitoring requirements. Applicant acknowledges that only an executed agreement with the City authorizes the initiation of project services or activates incurring expenditures for the project period.

Applicant acknowledges that CDBG funds are provided on a reimbursement basis and supporting documentation must be approved by City staff prior to payment. Applicant has sufficient funds available or will be available to complete the project as described. Applicant does not have any unresolved audit findings for prior CDBG or other federal-funded project.

Applicant understands that program documentation must be adequate to verify grant eligibility, comply with CDBG and City requirements and must be retained pursuant to program guidelines. If the City and or HUD are not able to verify that program requirements were met through this documentation, the applicant will be required to return all grant funding to the City of Turlock.

I hereby certify as an authorized signer on behalf of the agency, I submit this application to the City of Turlock and verify that the information included herein is true, accurate, and complete. **Furthermore, I understand that late or incomplete proposals will not be considered for funding.**

PENALTY FOR FALSE OR FRAUDULENT STATEMENT:

U.S. Code Title 18, Section 1001, provides that a fine up to \$10,000 or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for willful misrepresentation and the making of false, fictitious, or fraudulent statements, knowing the same to be false.

Name of Agency: United Samaritans Foundation

DBA of Agency: Same

Signature of Authorized Official: _____ Date: _____

Print Name: Beverly Hatcher

Title: Executive Director

Phone: (209)668-4853

Fax: (209)668-4854

E-mail Address: bevusf@sbcglobal.net

Mailing Address: 220 S. Broadway
Turlock, CA 95380



City of Turlock
Housing Program Services Division
156 S. Broadway, Suite 250, Turlock, CA 95380
(209) 668-5610, TDD 1(800)735-2929
www.cityofturlock.ca.us

REQUIRED DOCUMENTATION (EXHIBITS) CHECKLIST

All of the following exhibits must be included and clearly labeled (exhibit letter in top right corner of page) or the application will be disqualified and returned to the applicant. If an attachment does not apply to your agency please place a sheet labeled with the appropriate exhibit designation and the words "Not Applicable" clearly printed on the page, followed by a brief explanation of why this exhibit does not apply. All other attached narratives not specifically asked for in the exhibits page will be considered extraneous data and discarded.

Note: Exhibits A-D must be included with the application for funding; a "Not applicable" designation sheet will not be accepted for any of these exhibits. Exhibits A- C need to be included in the 10 additional copies of your application submitted in addition to your original application.

Place an X on each of the following Exhibits that are included with this application. Place an N/A on each item that is Not Applicable to your organization.

- | | | |
|-------------|--------------|--|
| Exhibit A | <u> X </u> | Other Funding Sources: Identify all sources of funding for this project (see supplied Exhibit A Form). (Requested under section D-5). City supplied form must be used. |
| Exhibit B | <u> X </u> | Budget: Proposed Detailed Budget as requested under section D-6 of the application. Budget expenses should correspond with Exhibit A and Exhibit C. City supplied form must be used. |
| Exhibit C | <u> X </u> | Personnel Information List the positions for all program staff, volunteers, and contracted employees related to the project, funded or not with Turlock CDBG funds (as requested under section C-19). City supplied form must be used. |
| Exhibit C-1 | <u> X </u> | Job Descriptions: Copies of job descriptions of the individuals involved with the implementation of the project as listed in Exhibit C (as requested under section C-19). |
| Exhibit D | <u> X </u> | Authorization to submit application: Board of Directors minutes authorizing the action to submit an application for funds, for the City of Turlock CDBG Public Service Grant Project. (Requested under section E-2) |
| Exhibit E | <u> X </u> | Articles of Incorporation as a nonprofit corporation from the California Secretary of State. |
| Exhibit F | <u> X </u> | By-laws as registered with the California Secretary of State. |
| Exhibit G | <u> X </u> | Letter from the California Franchise Tax Board determining tax-exempt status under Section 23701d, Revenue and Taxation Code. |
| Exhibit H | <u> X </u> | Internal Revenue Service letter determining the agency's tax-exempt status under Section 501(c) (3) of the Internal Revenue Code. |
| Exhibit I | <u> X </u> | Certified Audit and/or financial statement (most recent). |
| Exhibit J | <u> X </u> | City of Turlock Business License (as requested under section B-2 of the application). |
| Exhibit K | <u> X </u> | Board of Directors: Copy of names, addresses, phone numbers and title of current members of the Board of Directors and Officers of the agency or trustees (as requested under section E-2 of the application). |
| Exhibit L | <u> X </u> | Certifications: Please provide copies of current applicable licenses, evidence that fingerprinting requirements of staff have been met, and certifications that pertain to the project or project component that will utilize CDBG funds (as requested under section B-1 of the application). |
| Exhibit M | <u> X </u> | Fee Schedule: Reasonable fees may be charged for project services. If fees are charged provide a copy or schedule. Failure to submit the fee schedule for a fee-based project will render your application as disqualified. (Requested under section D-2). |
| Exhibit N | <u> X </u> | Site Control: Please attach documentation regarding the status of or evidence of site control. (If applicable under section C-15 of the application). |
| Exhibit O | <u> X </u> | Map: Please attach a map showing the area to be served that includes census tracts. (Only applicable if Area-Based is selected under section C-6). |

Name of Organization: United Samaritans Foundation

Project Name: Emergency Food Box Program

Exhibit A

Other Funding Sources

Identify all sources of funding by organization or donor and amount of funds that are anticipated to be utilized for this program. These funding sources should correspond with your proposed budget (Exhibit B). Leveraging and matching funds are not required but are highly encouraged as CDBG funds are not intended to provide ongoing support.

Source of Funds (organization/agency name)	Type of Funds: (i.e., CDBG, HOME, ESG, HOPWA, Other Federal Funds, State/Local, Private, fees, contributions, special events, volunteers, Other...)	Amount of Funds (list amount received or anticipated or value of in-kind commodities or services)	Funding Status (i.e., cash on hand, grant awarded, etc.) Committed, Pending, and Not yet requested
City of Turlock Public Service Grant funds	Federal CDBG funds	\$ 10,000.00	Pending
ESFP	Federal EFSP funds	\$ 11,000.00	Pending
Kaiser Permanente	Private Grant	\$ 10,000.00	Pending
Individual Donations	Contributions	\$ 14,170.49	Committed
Rental Income	Other	\$ 9,837.00	Committed
Fundraising	Special Events	\$ 12,679.00	Committed
In Kind Food	Food Donation	\$ 30,708.00	Committed
In Kind Volunteers	Volunteers	\$ 8,400.00	Committed
United Way	Private Grant	\$ 22,000.00	Pending
Off Center Thrift	Private Grant	\$ 1,000.00	Pending
Teichert	Private Grant	\$ 1,000.00	Pending
Total funding sources for this project should match detailed budget (Exhibit B)		\$ 130,794.49	This total should equal your program budget total.

Name of Organization: United Samaritans Foundation
 Project Name: Emergency Food Box Program - Turlock

Exhibit B

Budget

Please fill out the form below noting the total amount of funding requested for each line item. The amounts indicated should equal the funding requested. The total amount in the "Other Funding" column should equal the total funding required to carry out the program as listed under "Other Funding Sources" Exhibit A. Specific details of Project Costs are required. You will be required to follow each line item amount detailed in this budget in your draw requests.

Do not add or change any line items listed
 Check one: Year round program or Seasonal program

Line Item	Turlock CDBG	Other Funding	Program Total
1. Personnel Costs:			
a. Salaries/Benefits/taxes (fringe) -List Positions below:			-
		42,430.67	42,430.67
b. Benefits and taxes (Fringe)		6,167.63	6,167.63
Subtotal	-	48,598.30	48,598.30
2. Non-Personnel Costs:			
a. Rent/Lease of Space (for program only):			-
b. Janitorial: (Cleaning supplies, toilet paper, ...)			-
c. Utilities: (gas, electric, water)		10,675.19	10,675.19
d. Telephone/Internet Services:			-
e. Insurance-Specify types:		4,275.00	4,275.00
f. Supplies (office only):			-
g. Postage/Shipping:			-
h. Rental/Maintenance Equipment:			-
i. Audit:			-
j. Automobile/Transportation/Mileage:			-
k. Staff Training/Conferences:			-
l. Subcontracts (be specific):			-
m. Professional Fees:			-
n. Other (be specific): Property taxes		5,371.00	5,371.00
o. Other (be specific): In Kind Food		30,708.00	30,708.00
Subtotal	-	51,029.19	51,029.19
3. Project costs (not already listed above):			
a. Project costs description: Food			
	10,000.00	21,167.00	31,167.00
b. Project costs description: Supplies (non-office) Example: Paper plates/cups, paper napkins, plastic utensils, plastic servig gloves, ..			-
c. Project costs description (be specific):			-
Subtotal	10,000.00	21,167.00	31,167.00
Totals	10,000.00	120,794.49	130,794.49

Name of Organization: United Samaritans Foundation
 Project Name: Emergency Food Box Program

Exhibit C

Personnel Information

Complete the following personnel table. List the positions for all of the individuals that will be involved with the implementation of the project, funded or not with Turlock CDBG funds. This would include but is not limited to program staff, volunteers, and contracted employees. The expenses should correspond with the Budget (Exhibit B).

	Position Title	Position Type (direct service, admin support, etc.)	Pay Rate (Hourly with Fringe)	Hours Per Month (for the program)	Months per fiscal year	Total Yearly Cost to Program
1	Administrative Assistant	Direct	\$20.51	80	12	\$19,689.60
2	Volunteer Coordinator	Direct	\$20.57	17.33	12	\$4,277.74
3	Operations Manager	Direct	\$29.09	17.33	12	\$6,049.56
4	Auxilliary Support Person	Direct	\$16.22	40	12	\$7,785.60
5	Data Entry Clerk	Admin Support	\$13.31	15	12	\$2,395.80
6	Volunteers	Direct	\$10.00	70	12	\$8,400.00
7						\$0.00
8						\$0.00
9						\$0.00
10						\$0.00
11						\$0.00
12						\$0.00
13						\$0.00
14						\$0.00
15						\$0.00
16						\$0.00
17						\$0.00
18						\$0.00
19						\$0.00
20						\$0.00
						\$0.00
	Totals:					\$48,598.30

City Council Synopsis

May 10, 2016



5D



From: Maryn Pitt, Assistant to the City Manager for Economic Development/Community Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development/Community Housing

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Annual Funding Agreements between the City of Turlock and each of the seven (7) HOME Consortium sub-recipients for the purpose of undertaking HOME eligible housing assistance activities, pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, for Fiscal Year 2016-17, in the total amount of \$953,712

2. DISCUSSION OF ISSUE:

The City of Turlock is the lead agency for the City of Turlock/County of Stanislaus HOME Consortium whose members include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus unincorporated areas. The Turlock/Stanislaus Urban County HOME Consortium was formed in 1998. HUD requires both a master three year agreement to operate the Consortium as well as annual funding agreements. This motion approves the annual funding agreement. The annual funding agreement outlines the amount of HOME funds the sub-recipients will receive and that they will comply with all HUD HOME regulations. Each member jurisdiction will receive a grant allocation as set forth in Exhibit A. Total funding for the seven sub-recipient agreements is \$953,712 with the allocations to the member jurisdictions.

When a HOME Participating Jurisdiction (PJ) forms a partnership with another entity, its primary enforcement and monitoring tool available is a written agreement. Jurisdictions joining to form a consortium must have an executed consortium agreement before the consortium will be eligible to receive HOME funds. The lead entity must execute a sub-recipient agreement with a member jurisdiction before that jurisdiction can receive HOME funds. In fact, before any HOME funds can be disbursed to any entity (including sub-recipients, state recipients, homeowners, home-buyers, contractors, CHDOs, and other nonprofit or for-profit developers), the PJ must execute a written agreement that ensures compliance with all HOME requirements.

OK for Agenda
GPH/ok

In a consortium, the development, execution, and enforcement of written agreements are key responsibilities of the lead entity. Before disbursing funds to any member jurisdiction, the lead entity must execute a sub-recipient agreement with that member. In addition, either the lead entity or a member jurisdiction must execute a sub-recipient agreement with any other sub-recipient that carries out all or a portion of the Consortium's HOME program. The sub-recipient agreement should specify HOME requirements that apply to the program or project that is being funded as well as provide that all provisions of the Code of Federal Regulations (CFR) are met.

3. BASIS FOR RECOMMENDATION:

HUD has awarded the City of Turlock and HOME Consortium federal funds to carry out activities that benefit low and moderate income persons. Council has already approved the Fiscal Year 2016-17 Annual Action Plan on April 26, 2016, which provides the mechanism to obtain federal funds for the proposed activities. Staff recommends approval of the annual sub-recipient agreements.

Policy Goal #7

Quality Community Programs

Action Item:

3. Provide housing and services to qualified populations.

Implementation Measures:

- Collaborate to develop twelve (12) emergency, transitional and permanent supported units.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the City's general fund budget. Proposed Fiscal Year 2016-17 activities will be funded by HOME Consortium funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Categorical exemption under the National Environmental Protection Act (NEPA).

7. ALTERNATIVES:

The City Council could choose not to approve the proposed agreements with seven (7) member jurisdictions. However, the Code of Federal Regulations provides that agreements must be in place in order to disburse funds and ensure program compliance.

City of Turlock/Stanislaus County HOME Consortium
 Fiscal Year 2016-2017
 Grant Allocation \$953,712

Consortium Members	Allocations
City of Ceres	\$ 82,599.00
City of Hughson	\$ -
City of Newman	\$ 81,742.00
City of Oakdale	\$ 71,238.00
City of Patterson	\$ 75,253.00
City of Turlock	\$ 104,596.00
City of Waterford	\$ 76,769.00
Stanislaus County (Unincorporated)	\$ 127,717.00
CHDO (15% of grant)	\$ 143,056.00
Rental (10% of grant)	\$ 95,371.00
Administration (10% of grant)	\$ 95,371.00
	<u>\$ 953,712.00</u>

Administration (10% of grant)	
Consolidated Plan Allowance	\$ -
City of Ceres	\$ 2,500.00
City of Hughson	\$ -
City of Newman	\$ 2,500.00
City of Oakdale	\$ 2,500.00
City of Patterson	\$ 2,500.00
City of Turlock	\$ -
City of Waterford	\$ 2,500.00
Stanislaus County (Unincorporated)	\$ 2,500.00
City of Turlock Consortium Admin	\$ 80,371.00
	<u>\$ 95,371.00</u>

City of Turlock/Stanislaus County HOME Consortium
 Fiscal Year 2016-2017
 Grant Allocation \$953,712

Consortium Members	Allocations
City of Ceres	\$ 82,599.00
Admin	\$ 2,500.00
	\$ 85,099.00
City of Hughson	\$ -
(No allocation)	\$ -
	\$ -
City of Newman	\$ 81,742.00
Admin	\$ 2,500.00
	\$ 84,242.00
City of Oakdale	\$ 71,238.00
Admin	\$ 2,500.00
	\$ 73,738.00
City of Patterson	\$ 75,253.00
Admin	\$ 2,500.00
	\$ 77,753.00
City of Turlock	\$ 104,596.00
Admin	\$ -
Consolidated Plan	\$ -
Consortium Admin	\$ 80,371.00
	\$ 184,967.00
City of Waterford	\$ 76,769.00
Admin	\$ 2,500.00
	\$ 79,269.00
Stanislaus County (Unincorporated)	\$ 127,717.00
Admin	\$ 2,500.00
	\$ 130,217.00
Rental (10% of grant)	\$ 95,371.00
CHDO (15% of grant)	\$ 143,056.00
Total Grant Allocation	\$ 953,712.00



**ANNUAL FUNDING AGREEMENT
DESIGNATING CITY OF _____ AS A SUB-RECIPIENT OF
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS THROUGH THE
CITY OF TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM
FISCAL YEAR 2016-2017**

THIS SUBRECIPIENT AGREEMENT is made and entered into this 10th day of May 2016, by and between the **CITY OF TURLOCK**, hereafter called "TURLOCK" and the CITY OF _____, hereinafter called "MEMBER".

WITNESSETH:

WHEREAS, on May 10, 2016, TURLOCK and Stanislaus County ("County"), acting on behalf of the Stanislaus Urban County, entered into an Inter-Governmental Agreement Renewing the Turlock/Stanislaus County HOME Consortium ("Cooperative Agreement") for a period of three years, with the effective dates of October 1, 2016 through September 30, 2019; to qualify for HOME Investment Partnerships Program ("HOME") funds funded through the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, members of the Turlock/Stanislaus County HOME Consortium ("Consortium") include the City of Turlock and the Stanislaus Urban County, which includes the unincorporated areas of Stanislaus County and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (collectively "Consortium Members"); and

WHEREAS, TURLOCK serves as the lead agency of the Consortium, designated by HUD as the HOME Program Participating Jurisdiction; and

WHEREAS, TURLOCK shall disburse HOME funds for HOME-eligible activities in the Consortium Members' localities; and

WHEREAS, MEMBER must be designated a HOME Subrecipient in order to implement activities using HOME funds; and

WHEREAS, TURLOCK and MEMBER desire to enter into this Subrecipient Agreement ("Agreement") for the purpose of designating the MEMBER as a HOME subrecipient;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- I. Consortium Allocation, Administration Funds, Program Activities, and Agreement Term
 - 1. Upon execution of this Agreement, MEMBER shall be designated as a HOME Sub-recipient for 2016-2017 fiscal year funds for the purpose of administering HOME-eligible activities, as further defined in subparagraph 2. below, in MEMBER'S locality, the funds for which shall be disbursed by TURLOCK.
 - 2. The maximum amount of fiscal year 2016-2017 HOME funds covered by this Agreement shall be [Insert written amount] Dollars (\$), of which [Insert written amount] Dollars (\$)

OK for Agenda
gam

shall be available for Homeowner Rehabilitation, Homebuyer, and Rental Development Program Activities as defined in subparagraphs a., b. and c. Two Thousand Five Hundred Dollars (\$2,500) shall be available for Program Administration. This funding will be disbursed on a reimbursement basis upon receipt of required program forms. In the event that HUD reduces the HOME allocation to the Consortium, MEMBER'S allocation may be reduced. Should MEMBER be unable to draw down all or a portion of its allocated administration funds by June 30, 2016, the remaining HOME funds will revert back to TURLOCK pursuant to the Re-Allocation Process described in Section I.6 below.

- a. Homeowner Rehabilitation funding will be provided for repairs and rehabilitation of owner-occupied units of income eligible person and families who meet the criteria of the HOME Program.
 - b. Homebuyer Program funding will be provided for down payment assistance for income eligible families and persons who meet the criteria of the HOME Program.
 - c. Rental Development activities will be used to acquire and or rehabilitate safe and affordable rental housing units of income eligible person and families who meet the criteria of the HOME Program.
3. This Agreement shall be in effect until June 30, 2017, or until all fiscal year 2016-2017 HOME funds are disbursed to MEMBER or for the duration of any affordability period required pursuant to 24 CFR Part 92 in conjunction with a project financed with fiscal year 2016-2017 HOME funds, whichever is longer.
 4. Any changes to this Agreement shall be subject to the review and approval of TURLOCK and shall be codified through execution of a written amendment to this Agreement.
 5. MEMBER acknowledges that there are timeliness deadlines in the commitment and expenditure of the funds in accordance with the HOME Program regulations. Failure to commit and expend the funds in a timely manner as set forth in this Agreement and as required under the 24 CFR Part 92 will result in funds being re-allocated to other Consortium activities.
 - a. MEMBER must commit funds under this Agreement to HOME-eligible projects within twelve (12) months ("Commitment Date") of the effective date of this Agreement in accordance with the definition of "commitment" as found in 24 CFR Part 92.2.
 - b. MEMBER must expend funds committed through this Agreement within four (4) years of the Commitment Date in accordance with 24 CFR 92.205(e)(2) and the definition of "project completion" as found in 24 CFR Part 92.2.
 6. **Consortium Funding Re-allocation Process** – At the end of Fiscal Year 2016-2017, HOME funds not committed by MEMBER by the Commitment Date shall be re-allocated to TURLOCK for use on other HOME-eligible activities in the Consortium, through the following process administered by TURLOCK and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
 - a. Funding shall be available on a first-come-first-served basis to Consortium Members, with first priority given to Consortium Member jurisdictions who fully committed their annual funding allocation during Fiscal Year 2016-2017 and who demonstrate an active pipeline of homeowner rehabilitation and/or homebuyer projects which will be completed within six (6) months after the end of the Agreement Term (i.e., by December 31, 2017).

- b. Re-allocated funding requests shall be made by Member Jurisdiction(s) no earlier than July 15, 2017 and no later than September 30, 2017.
- c. Funding not committed through the Re-allocation Process by September 30, 2017 shall be prioritized for development activities.

II. Activities and Program Delivery

1. As a subrecipient, MEMBER is responsible for identifying, selecting and implementing HOME-eligible activities within its jurisdiction. This includes contracting for the performance of these activities with other entities for HOME-eligible activities. In its role as subrecipient, MEMBER is responsible for fulfilling all the requirements of the HOME Program and for ensuring that HOME requirements are fulfilled by its contractors, as applicable.
2. MEMBER is responsible for managing Fiscal Year 2016-2017 HOME funds in a manner satisfactory to TURLOCK and consistent with the standards, policies and procedures required as a condition of providing these funds under 24 CFR Part 92 and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
3. **Exhibit A** attached hereto contains MEMBER's projected HOME activities to be undertaken during the 2016-2017 fiscal year, including the number of units to be assisted through Housing Rehabilitation Activities, the number of units to be assisted through Homebuyer Activities, the number of units to be assisted through Rental Development, the projected budget for each activity, tasks to be performed, projected schedule for commitment of funding, projected schedule for completing the activity, and proposed sources of match.
4. MEMBER is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to TURLOCK for TURLOCK's review, approval and formal signature as Responsible Entity, prior to MEMBER entering into a commitment of HOME funds for the subject activity.
5. MEMBER agrees that prior to project commitment, it shall conduct an underwriting and subsidy layering analysis for each HOME-funded project proposed to be funded with Fiscal Year 2016-2017 HOME funds as required by the standards, policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual* and if applicable by activity type.
6. MEMBER agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between MEMBER and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction where applicable. The form of the contract and deed restriction shall be approved by TURLOCK in advance of its execution. A copy of all contracts for HOME-funded activities shall be made available to TURLOCK upon request.
7. MEMBER agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505, specifically MEMBER agrees to comply with the requirements of 2 CFR Part 225 formerly Office of Management and Budget (OMB) Circular No. A-87 "Cost Principles for

States, Local, and Indian Tribal Governments", and 24 CFR Part 85 (the "common rule"), "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments". The requirements of 2 CFR part 230 formerly OMB Circular No. A-122 and requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations and that are not a governmental subrecipient:

8. To comply with the HOME regulation at 24 CFR Part 92.502(c)(2) that funds be spent within 15 days of disbursement, MEMBER shall request reimbursement of expenditures from TURLOCK. The amount of the reimbursement request may not exceed the amount needed by MEMBER and MEMBER shall expend program income before requesting a reimbursement from TURLOCK.
9. MEMBER agrees that program income and assets will be retained by MEMBER and must be accounted for and kept separately from other funds in compliance with HOME regulations. MEMBER shall report on program income in compliance with the policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
10. Loan repayments, interest or other return on MEMBER's investments of HOME funds disbursed through this contract shall be collected by MEMBER and MEMBER may retain payments for future activities funded with HOME funds in accordance with HOME regulations.
11. Upon expiration of this Agreement, MEMBER must transfer to TURLOCK any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
12. TURLOCK and MEMBER will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by TURLOCK.
13. MEMBER shall ensure that written agreements with for-profit owners or developers, nonprofit owners or developers or sponsors, sub-recipients, homeowners, homebuyers, tenants (or landlords) receiving tenant-based rental assistance, or contractors are prepared in accordance with 24 CFR 92.504. Such agreements must state if repayment of HOME funds or recaptured HOME funds must be remitted to TURLOCK or retained by MEMBER for additional eligible activities.
14. TURLOCK and MEMBER shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, TURLOCK and MEMBER will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five (5) years or in accordance with 24 CFR Part 92.508(c), whichever is longer.

III. Administrative and Financial Requirements

1. MEMBER shall comply with 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075 and comply with the following financial management standards.
 - a. *Accounting Standards* - MEMBER agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b. *Auditing* - MEMBER shall retain all books, records, and other documents to this contract for five (5) years after reconveyance and affordability period, whichever is longer. The U.S. Comptroller General and his representatives are vested with the authority to:
 - i. Examine any records of MEMBER or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
 - ii. Interview any officer or employee of MEMBER or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
 - iii. Additionally, HOME provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of MEMBER or its subcontractors working on this contract. MEMBER is advised that any representatives of an appropriate Inspector General appointed have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors, or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of MEMBER plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by TURLOCK within thirty (30) days after receipt by MEMBER. TURLOCK shall have, in addition to any other audit or inspection right in this Agreement, all the audit and inspection rights contained in this section, including the right to monitor MEMBER for its performance under the terms and provisions of this Agreement and MEMBER's use of fiscal year 2016-2017 HOME funds.
2. *Close-outs* - MEMBER's obligation to TURLOCK shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to TURLOCK), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that MEMBER has control over HOME funds.
3. *Compliance* - MEMBER shall comply with current HUD policy concerning uniform administrative requirements and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the TURLOCK upon termination of this agreement. (Refer to 24 CFR Part 85).
4. *Procurement Standards* - Unless specified otherwise within this agreement, MEMBER

shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

5. *Fees* – MEMBER may not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by § 92.214(b)(1).
6. *Land Covenants* - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, MEMBER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the MEMBER and the United States are beneficiaries of and entitled to enforce such covenants. MEMBER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

IV. Other Federal Requirements

1. The Federal requirements set forth in 24 CFR Part 5, subpart A, are applicable to MEMBER, inclusive of: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
2. MEMBER shall carry out each HOME activity in compliance with all Federal laws and regulations described in subpart H of the HOME Rule at 24 CFR Part 92, with the exception that TURLOCK shall review and approve the environmental review before HOME funds are committed, as noted in Section II.4 above. These requirements are further specified as follows:
 - a. *Affirmative Marketing* – MEMBER must follow the Consortium's affirmative marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and down-payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If a written agreement with a project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the Consortium's affirmative marketing procedures and requirements shall apply in the context of the limited/preferred tenant eligibility for the project.
 - b. *Affirmative Action - Approved Plan* - MEMBER agrees that it shall be committed to carry out pursuant to the applicable provisions of 24 CFR 92.351 the Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
 - i. *Women and Minority-Owned Businesses (W/MBE)* - MEMBER will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the

terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. MEMBER may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- ii. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement* - MEMBER, in all solicitations or advertisements for employees placed by or on behalf of MEMBERS, will state that it is an Equal Opportunity or Affirmative Action employer, in accordance with 24 CFR 5.105.
 - iii. Public notices, job vacancies should be published in minority publications whenever possible.
- c. *Displacement, Relocation, and Acquisition* – MEMBER shall ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project. MEMBER shall adhere to each of the provisions of 24 CFR 92.353 with respect to a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. Temporary relocation is required pursuant to 24 CFR 92.353(b) for residential tenants who will not be required to move permanently, but who must relocate temporarily for the project. The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR Part 24, Subpart B.
- d. *Labor Standards* – MEMBER shall ensure that every contract for the construction (rehabilitation or new construction) of housing that includes twelve (12) or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The HOME Program requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts.

Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The following standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts for HOME-funded activities subject to the Labor Standards provisions of the Davis-Bacon Act.

- i. *Prevailing Wage* – MEMBER will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act. Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
- ii. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of 2 CFR Part 225 formerly OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.
- iii. *General*. Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
- iv. MEMBER may, at its discretion, complete a salary comparability study within the intent of 2 CFR Part 225 formerly OMB Circular A-87.
- e. *“Section 3” Clause* – Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the TURLOCK. MEMBER certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. MEMBER further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this agreement:

- i. *"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
- ii. MEMBER further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iii. MEMBER certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
- iv. MEMBER agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- v. MEMBER will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD. MEMBERS will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- f. *Lead-based paint* - Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, M and R.

- g. *Conflict of Interest* - In the procurement of property and services by MEMBER and any subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of 24 CFR 92.356(b) through (f) apply. No member, officer, or employee of TURLOCK or MEMBER or their designees or agents, including employees, agents, consultants, officers, or elected or appointed official of community and advisory agencies that assist MEMBER in developing the projects, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under the grant. MEMBER agrees to incorporate or cause to be incorporated in all its agreements with its designees or agents, and including the above described groups, and in all agreements, contracts and subcontracts for work to be performed in connection with the program assisted under the grant, including agreements with MEMBERS as defined in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

V. General Requirements

1. *Architectural Barriers Act of 1968* - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to MEMBER by TURLOCK under this Agreement will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".
2. *Section 504* - MEMBER agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
3. *Prohibited Activity* - MEMBER is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and similar activities. Likewise, MEMBER is prohibited from engaging in nepotism.
4. MEMBER shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
5. MEMBER agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the Consortium.
6. MEMBER agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination

under any program or activity funded in whole or in part with funds made available to TURLOCK and MEMBERS pursuant to this contract.

- a. Deny any services or other benefit provided under the program or activity;
 - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
 - c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
 - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
 - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
 - f. Deny an opportunity to participate in a program or activity as an employee.
7. MEMBER shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency ("LEP") including developing a Language Access Plan.
 8. MEMBER agrees to defend, indemnify and hold harmless TURLOCK and its officers, employees and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of MEMBER in the performance of the scope of work except those arising by reason of the sole negligence of TURLOCK, its officers, employees or agents.
 9. TURLOCK agrees to defend, indemnify and hold harmless MEMBER and its officers, employees and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of TURLOCK in the performance of the scope of work except those arising by reason of the sole negligence of MEMBER, its officers, employees or agents.
 10. If MEMBER withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at MEMBER'S request and with HUD approval TURLOCK shall transfer to MEMBER any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. Along with this transfer, MEMBER shall assume all obligations and responsibilities attributable to such funds, and TURLOCK shall be relieved of all such obligations and responsibilities.
 11. If MEMBER withdraws from the Consortium and does not become a HOME Participating Jurisdiction, TURLOCK shall retain any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. TURLOCK shall retain all obligations and responsibilities attributable to such funds.

12. If MEMBER materially fails to comply with any term of this Agreement, suspension or termination of MEMBER as a sub-recipient of HOME funds may occur as specified in 24 CFR Part 85.43. TURLOCK may utilize remedies for noncompliance as stipulated in §85.43(a).

13. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to MEMBER and TURLOCK as follows:

MEMBER

TURLOCK

Maryn Pitt, Manager
Housing Program Services Division
156 South Broadway, Suite 250
Turlock CA 95380
(209) 668-5610

14. This Agreement may be amended only by written agreement of the parties hereto.

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

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor

or

Gary Hampton, City Manager

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

By: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**EXHIBIT A to Sub-recipient Agreement for HOME Funds between City of Turlock and Member Jurisdiction
Turlock/Stanislaus County HOME Consortium
ACTIVITY TYPE, GOALS, BUDGET, TASKS & SCHEDULE**

Member Jurisdiction Name:		<i>*FY15-16 Allocation TOTAL is amount noted in FY15-16 Funding Agreement for Homebuyer and Homeowner Rehab Activities (total excludes Program Administration allocation). **Program Income amount is an estimate only; not included in amount in Section I.2 of Agreement.</i>
Fiscal Year:	2016-2017	
Member's Program Activity Allocation (for Homebuyer & Rehab):	\$	

		Goals by Household Income Level				
Homebuyer Down payment Assistance	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted						
FY 2016-17 Allocation for Homebuyer Activity	\$					
HOME Program Income (estimated)**	\$					
Projected Commitments						
Projected Completions						
General description of tasks to be completed under activity:						
Schedule for Completion of tasks:						
Proposed source(s) of match (as applicable):						

		Goals by Household Income Level				
Single Family Owner-Occupied Rehabilitation	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted						
FY 2016-2017 Allocation for Activity	\$					
HOME Program Income (estimated)**	\$					
Projected Commitments						
Projected Completions						
General description of tasks to be completed under activity: (Member) will advertise program availability and secure applications from 2 homeowners seeking rehab loan assistance and approve homeowners; conduct inspection and prepare work write-up; solicit competitive bids and enter contract with contractor for work; prepare loan documents; complete rehabilitation; conduct project final inspection and close out project; prepare completion report.						
Schedule for Completion of tasks: Program advertisement (July-August); secure applications (September); approve applications (October); conduct inspection and work write-ups (November); rehabilitation(December-January); project close out (February)						
Proposed source(s) of match (as applicable):						

		Goals by Household Income Level				
Total Annual Goals (All Activities)		<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted	0	0	0	0	0	0
FY 2016-2017 Allocation TOTAL*	\$0					
HOME Program Income (estimated)**	\$0					
Projected Commitments	0	0	0	0	0	0
Projected Completions	0	0	0	0	0	0

City Council Synopsis

May 10, 2016



5E



From: Kellie Jacobs-Hunter, Administrative Services Director
Prepared by: Kellie Jacobs-Hunter, Administrative Services Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Agreement for Special Services between the City of Turlock and Dave Young, Dave Young and Associates, to provide administrative investigation services as needed for the period of May 10, 2016, through May 10, 2017, in an amount not to exceed \$25,000 over the term of the Agreement

2. DISCUSSION OF ISSUE:

The City has an obligation to promptly investigate workplace complaints. These investigations are commonly referred to as "Administrative Investigations". There are times when due to the nature of and/or complexity of a complaint, the City needs to utilize the services of a qualified outside investigator. The City does not have a City Council approved contract for said services.

Mr. Dave Young of Dave Young and Associates possesses the qualifications and skills necessary to perform administrative investigations. If the City Council approves the agreement for special services, Mr. Young's services would be utilized on an as needed basis, after consultation with the City Manager.

The term of the agreement would be from May 10, 2016 to May 10, 2017, with an hourly compensation rate of \$75.00, and includes the option for the City to elect to extend the agreement for three additional one-year terms. The total amount that may be expended under the agreement shall not exceed \$25,000 without approval of the City Council.

Staff has conferred with the City Attorney in preparing this report.

3. BASIS FOR RECOMMENDATION:

The City does not have an approved special services agreement for an outside investigator to conduct administrative investigations. There are times the City requires the services of an outside investigator to conduct said administrative investigations.

OK for Agenda
GN/ok

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:

5. Exhibit professional excellence and behavior.

Action Item:

3. Develop and communicate clear organizational purpose and vision.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Current appropriation exist in the adopted Fiscal Year 2015-16 and 2016-17 Departmental budgets to pay for administrative investigations as needed under the Special Services Agreement.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Agreement for Special Services between the City of Turlock and Dave Young, Dave Young and Associates.



AGREEMENT FOR SPECIAL SERVICES
Between

CITY OF TURLOCK
and
Dave Young, Dave Young and Associates

THIS AGREEMENT is made this 10th day of May, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Dave Young, Dave Young and Associates**, an independent investigator, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for administrative investigation 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 as outlined on Exhibit A.

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 twenty-five thousand and no/100^{ths} Dollars (\$25,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective May 10, 2016 and end May 10, 2017, subject to CITY's availability of funds.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: CONSULTANT shall not commence work 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 coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy

or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

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

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

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

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

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

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

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

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

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

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

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

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

18. NEWS AND INFORMATION RELEASE: CONSULTANT, in providing Services described in Exhibit A, agrees to not deliver, disseminate, circulate, convey, share or divulge any information gathered and/or any details of the investigation, or contents thereof, to any third (3rd) party without the express prior written consent of the CITY through the City Manager.

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

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

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

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

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

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

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

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

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

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

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

28. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws 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.

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

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

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

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

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

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

for CONSULTANT: Dave Young, Dave Young and Associates
P.O. Box 148
Hughson, CA 95326-0148
PHONE: (209) 538-5884
FAX: (209) 538-5887

for CITY: CITY OF TURLOCK
ATTN: Kellie L. Jacobs-Hunter
ADMINISTRATIVE SERVICES DEPT.
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 1104
FAX: (209) 668-5668

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

Kellie L. Jacobs-Hunter
Administrative Services Dept.
156 S. Broadway, Suite 230

Turlock, California 95380-5454
Telephone: (209) 668-5542
E-mail: kjacobs-hunter@turlock.ca.us

36. PERFORMANCE BY KEY EMPLOYEE: CONSULTANT has represented to CITY that Dave Young will be the person primarily responsible for the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONSULTANT. CONSULTANT therefore agrees that one hundred percent (100%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

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

CITY OF TURLOCK, a municipal corporation

Dave Young, Dave Young & Associates

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF TURLOCK
AND
DAVE YOUNG, DAVE YOUNG & ASSOCIATES

Compensation: Hourly rate under this agreement shall be \$75.00 per hour.

Delineation of Responsibilities:

It is the City of Turlock's responsibility to:

1. Provide to Consultant an interview room at the City of Turlock's job site suitable for uninterrupted confidential interviews.
2. Provide Consultant with any Personnel Rules, MOU's, Policies and Procedures relative to how the City of Turlock conducts personnel administrative investigations, including samples of Witness and Subject Admonishments used by the City of Turlock.
3. Provide executive level point of contact for Consultant who is updated on the progress of the investigation and who can make executive decisions relative to the investigation.
4. Provide an administrative contract for Consultant to facilitate scheduling interviews, obtaining in-house records and making employee notifications pursuant to local protocol.
5. Make available pertinent in-house records.
6. Provide Consultant with a letter of authorization, which identifies Consultant as being authorized to perform the investigation on behalf of the City of Turlock.

It is the Consultant's responsibility to:

1. Plan and execute the course of the investigation.
2. Conduct all interviews and off site records checks.
3. Provide digital recordings of all interviews.
4. Provide photographs, diagrams, charts, etc. as necessary.
5. Provide transcripts of all interviews if requested.
6. Provide a written Executive Summary, a Summary of Interviews, and any other reports as necessary for the type of investigation.
7. Provide a case file consisting of Items 3, 4, 5 & 6 collated in three ring binders with Table of contents and Tabs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266		CONTACT NAME: Victoria Aguirre PHONE (A/C, No. Ext): (713) 521-9251 E-MAIL ADDRESS: vaguirre@eldoradoinsurance.com FAX (A/C, No.): (713) 521-0125	
INSURED Dave Young and Associates P.O. Box 146 Hughson CA 95326		INSURER(S) AFFORDING COVERAGE INSURER A Mt. Hawley Insurance Co. A+11 NAIC # 02591 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Certificate (4/15) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PGA0001732	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER
 El Dorado Insurance Agency
SPECIMEN
 El Dorado Insurance Agency

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE
 R.L. King, Jr./ELIZ



Confirmation of Liability Coverage

AAA Members Car Policy
CSAA Insurance Exchange
P.O. Box 22221, Oakland, CA 94623-2221



AUTO POLICY NO.	CAAS100300854
EFFECTIVE DATE	11-05-2015
EXPIRATION DATE	11-05-2016

NAME AND ADDRESS

DAVID E YOUNG
1530 BALDWIN RD
HUGHSON CA 95326-9522

Named insured: DAVID E YOUNG

The policy of automobile insurance includes the coverages and limits of liability as shown below. The policy will expire on the date shown unless canceled by the Insured or by the Exchange prior thereto.

DESCRIPTION OF AUTOMOBILE (s)		
MAKE	YEAR	VIN
FORD	1996	1FTJX35F5TEA58885
CHEVROLET	2010	2G1FB1EV4A9128174

LIABILITY COVERAGES	
BODILY INJURY LIABILITY LIMITS OF LIABILITY Each Person / Each Occurrence	PROPERTY DAMAGE LIMIT Each Occurrence
\$1,000,000/\$1,000,000	\$1,000,000

City Council Synopsis

May 10, 2016



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the revised City of Turlock Special Event Permit application, proposed fees and policies for event applications received on or after May 11, 2016

2. DISCUSSION OF ISSUE:

At the April 26, 2016 meeting, Council was asked to provide feedback and direction regarding the proposed changes to the City of Turlock Special Event Permit application, proposed fees and policies. The proposed application (Exhibit A) will allow staff to manage events more effectively ensuring events taking place in the public right of way are carried out in a thoughtful and responsible manner, mitigating impacts on neighboring properties or fellow users.

Staff proposed the implementation of the following Special Event Permit fees:

- For Profit Business/Organization - \$150
- Non-Profit - \$100 (Proof of 501C3 or 501C4)
- Alcohol Fee - \$100 (Events involving alcohol)
- Late Fee - \$100 (Applications received after the identified deadline)

Fees are based on the time to review each permit application (by all departments) and do not exceed the cost to provide the review.

Council inquired about the proposed fees and intended purpose of establishing the fees. Staff explained the use of a permit fee is common among many jurisdictions and works to offset costs of staff time associated with reviewing the special event application. The fees are similar to fees associated with renting other City facilities for private events. Council also inquired about the distinction between a "City Sponsored" event and events funded through the Community Events and Activities Grant Program. It was identified that community events, funded by the grant program, were not considered a "City Sponsored" event unless the City was

OK for Agenda
[Handwritten signature]

formally designated by Council as a host or co-host. "City Sponsored" events generally are open to the broader community, tend to be free to attend and utilize City staff and resources.

Council made no changes to the proposed application format, fees or policies contained in the document. As a result, staff is seeking approval to implement the revised application, proposed fees and policies. If approved, the proposed fees will also be incorporated into the "Schedule of Fees and Charges for City Services".

3. BASIS FOR RECOMMENDATION:

Policy Goal #5 Economic Development

General Principle:

- 5. Promote and support tourism.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The implementation of these fees is estimated to result in approximately \$1,500 of additional annual revenue; however, this revenue will not cover the costs associated with reviewing each application.

5. CITY MANAGER'S COMMENTS:

Supports implementation of the revised process.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may choose to make changes to the Special Event Permit application or policies.
- B. Council may choose to modify (increase or decrease) fees, or decline completely.



PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-5619

City of Turlock Special Event Application and Policies

Thank you for considering the City of Turlock for holding your special event. The City of Turlock is host to many special events throughout the year and recognizes these events can enhance neighborhoods, create unity amongst residents, highlight organizations and develop cultural enrichment. These events are an important part of the community and add significantly to the quality of life for residents and visitors. While we greatly value the benefits these events bring to the community, the City of Turlock is also very committed to ensuring they are carried out in a thoughtful and responsible manner. It is our goal to assist the event organizer with delivering a well-planned, successful event that enhances our community while minimizing negative impacts on the businesses and residents surrounding the event. This packet is intended to help you understand the Special Event Permitting process and provide helpful information to assist with your event's success.

Please fill out the **Acknowledgement of Policies and Procedures** and the **Special Event Application**. You are responsible for reviewing all deadlines and processing requirements and allow 7 business days for review. You are encouraged to call our Event Coordinator in advance, to see if your proposed event date is available. Once your application is received, staff will determine if a Special Event Committee meeting is necessary before the application process can proceed. If you have questions regarding the permit process please call the Parks, Recreation, and Public Facilities Department at (209)668-5594. **All special event applications will be approved by the City Council.**

One-Time or Annual Events

The City of Turlock has determined that a special event is a sporting, cultural, business or other type of unique, organized activity, occurring for a limited or fixed duration (one-time, annually) and presented to a live audience, that impacts the City of Turlock by involving the use of, or having impact on, public property (owned, leased or controlled by the City of Turlock). (i.e. Bike Race or Parade)

The City of Turlock has determined one-time or annual events will be permitted based on the following priority and reserves the right to require a date change or deny an application based on event type saturation.

1. City of Turlock Sponsored Events.
2. City of Turlock Co-Sponsored Events. (As approved by Council)
3. Events which have a history of 5 years, or longer, and are in good standing
4. Events organized by all other organizations

Reoccurring Events (weekly, monthly)

Reoccurring (weekly, monthly) events or activities are permitted on a case by case basis and may be subject to additional requirements or processes, including but not limited to service agreements or the competitive bid process. (i.e. concert series or markets)

Special Event Permit

Permit Categories

- Category One - event will have **less** than 500 people, and be contained on site (in or outdoors)
- Category Two - event will have **more** than 500 people, and be contained on site (in or outdoors)
- Category Three - Moving Location/Procession/Roadway and/or Walkway Closure
(i.e.: 5K/ Parade/Street Faire/Sidewalk Sale, Bike Race)

Permit Deadlines

- Category One or Two - 90 calendar days prior to event start date
- Category Three - 120 calendar days prior to event start date

Permit Fee -

- For Profit Business/Organization Permit Fee.....\$150.00
- Non-Profit Permit Fee.....\$100.00
- Non-Profit Applicants must provide a copy of their 501(c)(3) or 501(c)(4) at the time of application submittal*

Any event that alcohol will be present will be assessed an additional \$100.00 beyond permit fee due at time of application

**Additional fees may apply for special permits/cleaning deposits/security/or city personnel required*

Late Fee

- Any applications submitted after the permit deadline will be assessed a late fee.....\$100.00
- *Any application submitted after the permit deadline will be subject to date availability
- **Priority scheduling will **NOT** apply to applications submitted after the permit deadline
- *****NO** applications will be accepted closer than **60 calendar days** prior to event
- **** Late fee may be waived at Directors discretion

Damage/Cleaning Deposit

- Due at time of application submission & refunded upon event review and conclusion.....\$250.00

- *City Sponsored events and City Co-Sponsored events are not subject to these permit application fees.
- ** Applications will not be accepted more than 11 months prior to event.
- *** Upon request, a pre application submission meeting may be scheduled for questions related to event

Resource Sheet

City of Turlock - Parks, Recreation and Public Facilities

144 S. Broadway
Turlock, CA 95380
Phone: (209) 668-6009

Email: specialevents@turlock.ca.us

Liquor License

Alcohol Beverage Control
31 Channel St. #168
Stockton, CA 95202
(209)948-7739

www.abc.ca.gov

Noise Permit

Neighborhood Services
244 N. Broadway
Turlock, CA 95380
Phone: (209) 664-7348

Email: neighborhoodservices@turlock.ca.us

Office Hours:

Monday - Friday, 8AM - 5PM

Insurance Requirements

Municipal Code 1-6-01
City of Turlock Website

www.ci.turlock.ca.us

Search: Municipal Code

Storm Water Management and Urban Runoff Pollution Control

Municipal Code 6-8
City of Turlock Website

www.ci.turlock.ca.us

Search: Municipal Code

City of Turlock – Business License

156 S Broadway
Turlock CA 95380
Phone (209) 668-5570

Email: Finance@turlock.ca.us

Acknowledgment of Policies and Procedures

Read and initial each policy. Address any questions/concerns before signing.

Alcohol

Initial

Consumption of alcohol and possession of open containers is prohibited in all City parks and facilities unless granted special permission. Security Officers and liquor licenses are required for all special events in which alcohol will be being present. Liquor license can be obtained at www.abc.ca.gov. The allowance of alcohol is subject to the approval of the Turlock Police Department.

Amplified Sound

Initial

Amplified sound must not carry into residential areas. Any DJ or band must comply with the Turlock Municipal Code. The City will not be liable for any damage to equipment caused by a circuit breaker trip. Noise Permits may be required and can be obtained at Neighborhood Services, 244 N. Broadway Turlock Phone: (209) 664-7348

Cancellation

Initial

A cancellation must be in written form; verbal cancellation will not be accepted. The City will not refund any permit fees due to applicant cancellation. Failure to notify the City of a cancellation within 15 business days of an event may result in event costs payable to the City. Damage/Cleaning deposit will be refunded within 10 business days of cancelation. The City will not refund fees or transfer event date due to weather.

Clean-Up

Initial

The event coordinator is required to develop and implement plans that ensure the proper disposal of waste and recyclables generated by an event and its attendees, including during set-up and dismantle time frames associated with your event. The City does not provide street sweeping services or additional recycling or trash containers for special events. At the conclusion of your event, the event venue and surrounding areas must be cleaned and returned to a condition equal or better than the condition prior to the onset of your event activities.

All trash should be placed in trash receptacles or hauled off by event personnel. If trash is not removed from the site, additional cleaning fees will be withheld from the deposit. For larger events, applicant may be required to provide additional trash receptacles.

Recycling

Initial

The number of recyclable containers at special events must be equal to the number of trash containers (a 1:1 ratio). Each recyclable container must be clearly identified as a recycling receptacle and display a list of recyclable materials accepted. The event coordinator must ensure that all recyclable materials are delivered to a recycling facility and *not* to a landfill.

Damages

Initial

Applicant agrees to reimburse the City of Turlock for all costs incurred to repair damages (including but not limited to; facility, turf, furnishings, fixtures, grounds, and/or additional cleaning required outside of normal scope for said facility) that occurred in connection with the special event. Reimbursement for expenses above the amount of the paid deposit will be invoiced to the organization/private party applicant. In addition to policies and procedures listed here applicant must also abide by the City of Turlock Municipal Code. The altering of City property is strictly prohibited; including but not limited to landscape, road markings, and unauthorized placement of signage on City Property.

Fees/Deposit

Initial

All fees and deposits must be paid at the time application is submitted. Deposits will be refunded to credit card used for payment or mailed to the address indicated on the application approximately 10 business days after event completion if event site is left in satisfactory condition and all event details agreed upon are carried out accordingly.

Acknowledgment of Policies and Procedures Cont.

City Event Costs

Initial

Estimated City Costs resulting from the special event, (i.e. event management, police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event. Applicants will be billed for actual costs after the event.

Insurance

Initial

Insurance is required at applicant's expense for all special events. Proof of Insurance listing "City of Turlock" as a Additionally insured is due to the Parks, Recreation and Public Facilities office no later than 30 business days prior to event. Failure to provide required insurance certificate will result in cancellation of the event and the forfeit of application fees. Insurance requirements can be found in City of Turlock Municipal Code 1-6-01.

Event Site/Restroom Cleanliness

Initial

Parks staff will take reasonable measures to ensure that reserved areas and restroom facilities are cleaned and stocked each morning. However, since these areas are open to the public there is no guarantee of cleanliness at the time of your reservation. Permit fees will not be refunded based on condition of the reserved areas or restroom facilities at the time of your reservation. If any assistance is needed concerning an event site please contact the on-call personnel at (209)652-1484.

Security

Initial

Events expecting over 100 attendees where alcohol will be consumed shall require security at the discretion of the Turlock Police Chief or his/her designee. Generally, one security guard per 100 people in attendance at such event. Security must be arranged by a City approved security vendor and proof of receipt must be submitted to the Parks, Recreation and Public Facilities office no later than 30 business days prior to event. Failure to provide required proof of security will result in cancellation of the event and forfeit of application fees. A list of approved security services can be obtained at the Parks, Recreation and Public Facility office.

Restrooms

Initial

You must provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both accessible and non-accessible facilities in the immediate area of the event site that will be available to the public during your event. Ten percent (10%) of restroom facilities must meet local, state, and federal accessibility requirements. No less than one (1) accessible restroom should be placed in each location designated for restrooms facilities and be located on a level area.

Site Plan

Initial

A detailed, legible site plan must be attached to your application. You will be required to show location of the following; beverage concession, food concession, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, street closure routes and other related event components covered above. Additions, modifications, or deletions may be required upon review.

Storm Drain Pollution Prevention

Initial

Applicant has read, understands, and will comply with Turlock Municipal Code Title 6, Chapter 8 titled "Storm Water Management and Urban Runoff Pollution Control."

Notification

Initial

It is the applicants responsibility to distribute material on storm drain pollution prevention to vendors who will be participating in the event. Information can be obtained through the Municipal Services Department.

Acknowledgment of Policies and Procedures Cont.

Vehicular Access

Initial _____

Operation of gasoline or other fuel-powered vehicles in any City park is prohibited, except persons with special permission for delivery of supplies/equipment, authorized City-operated vehicles, or those with permission for special events. All vehicles after delivery of supplies or equipment shall immediately be removed and parked in designated parking areas.

City of Turlock Business License

Initial _____

The event Coordinator may be required to apply for a City of Turlock Business License if the event will have any type of vendors. Vendors participating in the event do not need to register with the City of Turlock or pay the City any fees. The organization operating the Special Event will collect any fees they require to participate directly from the vendors.

Temporary Traffic Control

Initial _____

The applicant shall be required to follow a temporary traffic control plan approved by the City Engineer for all events that involve the closure of a portion of the public right-of-way. Temporary traffic control devices such as signs, barricades and delineators, shall be provided by the applicant and shall be set up and removed by either City staff, at the applicant's expense, a licensed contractor holding a valid "A" or "C31" from the California Contractors State License Board, or trained volunteer(s) approved by City Personnel. All street closures are subject to approval of the Turlock City Council.

Event Changes

Initial _____

It is the responsibility of the applicant to remain in communication with the City regarding any and all event changes including but not limited to; scheduling, location, and number of attendees. Failure to communicate these changes may result in the cancellation of event, forfeit of application fee, or additional fees (i.e. police staffing, traffic control, etc.)

City Property Usage

Initial _____

The approval of this application is the granted permission for the use of City owned property only. If the event crosses through, takes place on, or will in any way effect private property, it is the responsibility of the event coordinator to contact and obtain permission from the owner of such property. In some cases written proof of permission granted will be required.

Public Record

Initial _____

The event coordinator understands that this document, along with any documents presented with this application, shall become public records and subject to public disclosure.

I have read and understand the policies and procedures set forth by the City of Turlock for Special Events.

Applicant's Signature _____

Date _____

Print Name _____

Special Event Application

Category of Event	
Category 1	<input type="checkbox"/>
Category 2	<input type="checkbox"/>
Category 3	<input type="checkbox"/>
Will alcohol be served?	
Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

How often will your event occur?	
One Time	<input type="checkbox"/>
Annually	<input type="checkbox"/>
Other	<input type="checkbox"/>
Frequency of event?	_____

City Personnel Use Only
Event #:
Date Received:
Date Approved:
Permit Fee:
Alcohol Fee:
Late Fee:
Payment Date:

Applicant Information

Applicant/Contact Name: _____

Contact Phone: _____ Alternate Phone: _____

Address: _____

City: _____ Zip: _____

E-mail Address: _____

Business/Organization Information (if applicable)

Organization Name: _____

If Non-Profit please provide Federal ID #: _____ (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: _____

Event Location: _____

Event Date(s): _____

On-Site Contact: _____

Phone #: _____ Secondary Phone #: _____

Set-up Start Time: _____ Event Start Time: _____

Event End Time: _____ Clean-up Completion Time: _____

Who will attend? (circle one) General Public Private Party

Estimated Attendance: _____

Will you charge admission? YES NO If yes, what is the cost of entry? _____

Will you charge for parking? YES NO If yes, what is the cost to park? _____

If yes, Where will the paid parking be located? _____

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)
YES NO

If yes, please indicate what public right-of-way and times affected and complete the diagram on Page 12:

Sanitation Needs

Will your event require portable restrooms? (circle one) YES NO

If yes, Number of port-a-toilets: _____ Number of ADA accessible restrooms: _____

Drop-Off Date: _____ Drop-Off Time: _____

Pick-Up Date: _____ Pick-up Time: _____

Will your event require trash cans? (circle one) YES NO

How many trash cans do you plan to have present at event? _____

Please explain your plan for disposing of all waste:

Amplified Sound

Does your event include any of the following? (circle one) YES NO

If yes: (circle all that apply) Amplified Sound DJ Live Band

Alcohol

Will alcohol be present at your event? (circle one) YES NO

If yes: (circle all that apply) Served - No Cost Sold Guests Bring Their Own

If Liquor License has already been obtained please provide #: _____

Event Details Cont.

Security

Have you made arrangements for Security? (circle one) YES NO

If yes, who will you be using?

Name of Company: _____

City: _____

Day Time Telephone: _____

Fax: _____

Cell: _____

Number of Security Guards to be present: _____

If no, please see list of approved security vendors. To avoid cancelation, booking receipts must be turned into the Parks, Recreation and Public Facilities office 30 business days prior to event.

Vendors

Event Coordinator must apply for City of Turlock Business License

Will event include product vendors? (circle one) YES NO

Will event include food vendors? (circle one) YES NO

*Event organizer must obtain health permits from all food vendors

*Depending on event details additional Fire Codes may be required to be met

Will you be charging a fee for vendors? YES NO If Yes, what is the fee _____

Event Details Cont.

Will Your Event Include

Please circle your response as to whether each item will be present at your event, and provide a brief description of each item circled "YES". If there is an item that will be present at the event, but is not listed on this form please indicate those items in the area marked "OTHER"

ITEM

Animals YES NO _____

Automobiles/Trucks YES NO _____

Bicycles/Foot Races YES NO _____

Is event being advertised as (circle one) N/A RACE FUN RUN

Booths/Stands YES NO _____

Emergency Vehicle Access YES NO _____

Medical/First Aid Station(s) YES NO _____

Parking YES NO _____

Approximately how many spaces needed: _____

Rides/Bounce House YES NO _____

Tents/Canopies YES NO _____

City Property/Equipment YES NO _____

Open Flame YES NO _____

Stage YES NO _____

Power Source YES NO _____

OTHER YES NO _____

Site Plan/Public Right of Way Closure Route

Using the space below (or attach another sheet), please indicate the set-up/closure route anticipated for your event. Please be as clear as possible. Make sure to include beverage stations, food stations, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, and other related event components or structures. Additions, modifications, or deletions may be required upon review.

All Category Three (Moving Location/Procession/Roadway and/or Walkway Closure) applicants should also include a route map of event.

EVENT LOCATION: _____

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,

[PRINT NAME]

shall indemnify, defend, and hold harmless the City of Turlock 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, resulting from or in any manner related to, the granting of the attached special event permit and use of the City's property; including, but not limited to, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, loss of business, or injury to or destruction of tangible property including the loss of use resulting therefrom, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

Permittee hereby acknowledges, understands, and agrees to the terms and conditions set forth in this Indemnification, Defense, and Hold Harmless Agreement and affirms that it is authorized and has legal authority to execute this Agreement.

Permittee verifies that the information in this application, any supplemental application, or attached item is true and accurate.

Applicant Signature: _____ DATE: _____

Print Name: _____

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: _____

Event Location: _____

Event Contact Name: _____ Date of Birth: _____

Contact Address: _____

City: _____ Zip Code: _____ Phone: _____

To Be Completed By City Personnel Only

<u>Department</u>	<u>Description of Estimated City Fees</u>	<u>Fee</u>
<input type="checkbox"/> Police Department	_____ _____	\$ _____
<input type="checkbox"/> Parks, Recreation And Public Facilities	_____ _____	\$ _____
<input type="checkbox"/> Engineering	_____ _____	\$ _____
<input type="checkbox"/> Fire Department	_____ _____	\$ _____
<input type="checkbox"/> Municipal Services	_____ _____	\$ _____
<input type="checkbox"/> Business Licenses	_____ _____	\$ _____
TOTAL ESTIMATED CITY FEES:		\$ _____

The applicant signature below is in acceptance of the estimated fees and in acknowledgement that other fees maybe incurred throughout the event process.

Signature: _____ **Date:** _____

Print name: _____

PRE-EVENT CHECKLIST

Internal use ONLY

Event Date: _____ Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

Non-Applicable COMPLETED

Insurance Requirements:

Applicant must provide a \$1 million liability insurance policy along with an additional insured endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as additionally insured. City must receive evidence of insurance 15 business days before the event and Applicant's insurance must be primary. If unable to acquire through your own insurance carrier you may be able to purchase insurance through the City of Turlock at an additional cost. (With underwriter approval)

Alcohol Beverages:

A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Parks, Recreation and Public Facilities Department office 15 business days prior to event date. The liquor permit must be displayed in the area where alcohol beverages are to be present. You must obtain a letter of permission from the Recreation Department office to present to ABC prior to applying for liquor permit. The allowance of alcohol is subject to the approval of the Turlock Police Department and will be subject to a 15 business day waiting period for the letter of permission. Alcohol is not allowed at an event being held for a person under the drinking age. If alcohol is present at a minor event the event will be shut down and no fees will be refunded.

Security Guard Requirement:

1 security guard is required for every 100 persons in attendance when alcohol is being served at an event.
A Pre-approved list of Security Agencies is available at the Recreation Division office.

Food Selling/Concessions Permit

All state and local health codes must be met by all vendors at an event where food will be served whether for purchase or distribution. It is the responsibility of the event organizer to obtain a health permit from each vendor prior to the event.

Turlock Downtown Property Owners Review

If your event is being held in Downtown Turlock you are required to get the approval of the Turlock Downtown Property Owners Association. Please contact the TDPOA Director @ (209) 634-6459.

Property Owner Notification

Adjacent property owners impacted by the event will be notified by mail about the public hearing for the event.

Post Event Evaluation
To be completed by City Personnel
A post event meeting may be required

Event Date: _____

Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

The event was carried out in the manner which was presented in the Event Application.
(1-disagree, 5-agree)

	1	2	3	4	5	
Comments	_____					

Event personnel followed City suggested and/or required guidelines. (1-disagree, 5-agree)

	1	2	3	4	5	
Comments	_____					

The event was cleaned up in a timely manner and to the expectations laid forth in the Event Application.
(1-disagree, 5-agree)

	1	2	3	4	5	
Comments	_____					

Rate the overall success of the event based on the City of Turlock Special Event Application criteria.
(1-not successful, 5-very successful)

	1	2	3	4	5	
Comments	_____					

Is this event considered in good standing? YES NO

City Personnel Signature _____ Date _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
REVISED CITY OF TURLOCK SPECIAL EVENT }
PERMIT APPLICATION, PROPOSED FEES AND }
POLICIES FOR EVENT APPLICATIONS }
RECEIVED ON OR AFTER MAY 11, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, at the April 26, 2016 City Council meeting, Council was asked to provide feedback and direction regarding the proposed changes to the City of Turlock Special Event Permit application, proposed fees and polices; and

WHEREAS, the proposed application will allow staff to manage events more effectively ensuring events taking place in the public right of way are carried out in a thoughtful and responsible manner, mitigating impacts on neighboring properties or fellow users; and

WHEREAS, staff proposed the implementation of the following Special Event Permit fees: For Profit Business/Organization - \$150, Non-Profit - \$100 (Proof of 501C3 or 501C4), Alcohol Fee - \$100 (Events involving alcohol), Late Fee - \$100 (Applications received after the identified deadline); and

WHEREAS, the proposed fees will offset the cost of staff time associated with reviewing the special event application and do not exceed the cost to provide the review; and

WHEREAS, Council made no changes to the proposed application format, fees or policies contained in the document; and

WHEREAS, on May 24, 2016, the approved Special Event Permit fees will be incorporated into the City of Turlock "Schedule of Fees and Charges for City Services," and from that point forward will be contained in that schedule and reviewed as part of the annual update process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the revised City of Turlock Special Event Permit application, proposed fees and policies for event applications received on or after May 11, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of May, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

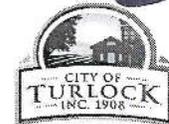
ATTEST:

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

8A

City Council Synopsis

May 10, 2016



From: Michael G. Pitcock, PE, Development Services Director/City Engineer
Prepared by: Debra A. Whitmore, Deputy Director of Development Services/Planning
Agendized by: Gary R. Hampton, City Manager

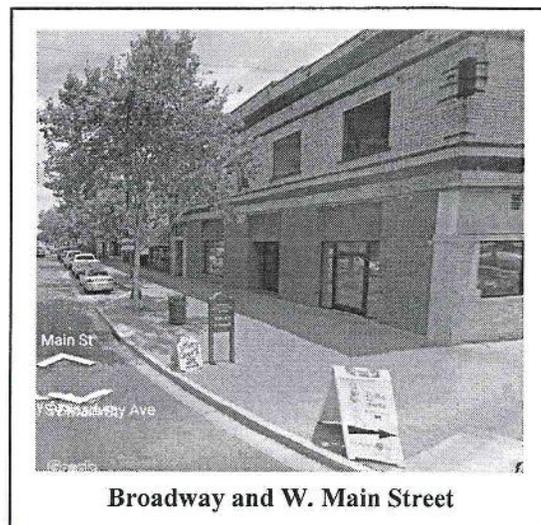
1. ACTION RECOMMENDED:

Resolution: Determining Approval of the Nonexclusive, Nontransferable, Revocable License Agreement between the City of Turlock and Ace Valet to operate a Valet Parking Service utilizing the Public Right-of-Way and Public Parking Lot is Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) (Existing Facilities) and/or Section 15304(e) (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Approving a Nonexclusive, Nontransferable, Revocable License Agreement between the City of Turlock and Ace Valet to operate a Valet Parking Service utilizing the Public Right-of-Way and Public Parking Lot

2. DISCUSSION OF ISSUE:

The City has received a request from Ace Valet (hereinafter "Operator") to authorize the operation of a valet parking service on City property. The Operator would utilize five existing parallel parking spaces in front of the Hauck's Grill (east side of West Main Street near the corner of Broadway Avenue and W. Main Street) for vehicle drop-off and pick-up (see picture to the right). The Operator would transport and park the valeted vehicles in the public parking lot located at Broadway



Broadway and W. Main Street

OK for Agenda
[Signature]

Avenue and A Street. Staff has prepared an agreement for consideration by the City Council that would authorize the Operator to use the public parking spaces and City parking lot for a one-year "Pilot Term" (see Attachment 1 to the resolution). Staff believes that this type of service should be considered by the Council to address parking concerns that have been expressed by Downtown businesses. The City has hired TJKM Transportation Consultants to study the parking situation in Downtown Turlock, including the evaluation of the existing and future parking demand and supply, and the identification of immediate and long-range parking solutions. The purpose of the parking study is to ensure that Turlock's Downtown remains an attractive shopping and dining area for the community. The final recommendations of the study are expected this summer; however, one of the early solutions that has been identified is the establishment of a valet service, like this one.

The Operator's service will be made available to the general public and will be available to customers of any Downtown business for a flat rate of \$5 per vehicle. Vehicles would be stored in the public parking lot area located at Broadway Avenue and A Street. The Operator's goal is to enhance the downtown experience by providing a safe, secure, and convenient parking option. The valet services would be operated every day between the hours of 5:00 p.m. and 2 a.m. Hours may vary depending on demand.

The Operator's service will be managed by Todd Owen who has a military and law enforcement background. Approximately 2 to 3 employees will operate the service, including an on-site Parking Manager or Supervisor. Background checks will be conducted by the Operator for all of the employees of the company. The City has established operational standards that the Operator and its employees must meet. The goal of the operational standards is to protect the public health, safety, and welfare of the motoring public and the patrons utilizing the Operator's services. The Operator intends to fully insure and bond the employees of the company for security purposes. The Operator will also be responsible for the safekeeping of the City parking lot and is required to promptly report any suspicious or illegal activity or the presence of any unauthorized persons to the Police Department.

The agreement sets out the operating requirements and obligations of the Operator. If the agreement is approved by the Council, the Operator would be permitted to use five public parking spaces along the east side of West Main (see Exhibit A to the agreement) as the drop-off and pick-up point. The City parking lot at Broadway Avenue and A Street is to be used to park the vehicles (see Exhibit B to the agreement). A mobile valet station will be placed on the public sidewalk where the valet will take payment and issue claim tickets. The Operator is not allowed to permanently alter any portion of the public street or parking lot. A "sandwich board" style of sign, consistent with the City's Downtown Design Guidelines, may be used to advertise the service and cost. Any marketing or promotional materials, activities, or other type of document must first be submitted to the City for review and approval. A traffic control plan is required to be

developed and approved by the Director of Development Services. In addition, the Operator is required to comply with all laws and regulations of not only the City but the State and Federal governments.

The agreement establishes a one-year "Pilot Term" that expires within one year of the date of the agreement and no later than April 25, 2017. After the initial "Pilot Term," the Operator will be required to pay a monthly license fee to the City to renew the agreement. Within 60 days of the expiration of the "Pilot Term", the City and the Operator will negotiate the monthly license fee for the renewal term. The agreement allows the City Manager to extend the agreement for two, one-year terms pending the successful negotiation of a license fee.

An indemnification section is included in the agreement that requires the Operator to defend and hold harmless the City from any and all claims, liability, expense or damages of any nature that could arise from the operation of the service within the public right-of-way. This includes payment of City's legal fees and judgments that may be rendered against the City. The Operator is also required to maintain general liability, automobile insurance, worker's compensation insurance, and garage keeper's legal liability coverage.

The agreement gives either party the right to terminate by giving 30 days written notice and the City the right to immediately terminate the agreement and revoke the license for a failure to maintain the quality and conditions of service outlined in the agreement, maintain in full force agreed upon insurance coverage, when there is a substantial change in the ownership or proprietorship of the company, any petition of federal bankruptcy laws, or at any time that the Operator voluntarily discontinues operating for a period of two days or more.

Staff has conferred with the City Attorney in preparing this report.

3. BASIS FOR RECOMMENDATION:

A) The City Council is required to approve all agreements.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 6: Intelligent, Planned, Managed Growth

General Principles:

1. A well-planned community requires detailed short and long-range planning that implements its General Plan to support growth and development by responding to the community's needs, protecting property values, promoting economic development, and conserving environmental resources.

Action Item:

11. Prepare a Downtown Parking Plan to identify the strategies, infrastructure improvements and funding needed to increase the supply of parking in the downtown, including but not limited to, the construction of a surface parking lot at 129 South Broadway and a parking garage.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: A minor amount of staff time will be expended to review the traffic control plan, to monitor effectiveness of the Operator in conducting business, and possibly to respond to complaints that could arise from the operation of the service. The actual amount and cost of staff time that will be required is difficult to estimate but would be consistent with the monitoring activities that are required for any new business.

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

The project is categorically exempt from provisions of the California Environmental Quality Act (CEQA) pursuant to two sections of the CEQA Guidelines. Section 15301(c) (Existing Facilities) exempts activities that consist of the licensing of existing public facilities, such as existing streets and highways. Section 15304(e) (Minor Alterations of Land) exempts activities that are temporary in nature and have only a negligible or no permanent effect on the environment. The operation of the valet service will be operated within the existing public right-of-way. No permanent alteration of the public space is permitted under the agreement. The service will be temporary and will operate only during the hours authorized under the agreement.

7. ALTERNATIVES:

- A. The City Council may choose not to make the environmental determination. Should the City Council not approve the environmental determination, the project may not be approved. Should the City Council decide that additional environmental review is required, the decision on this agreement would need to be delayed to allow that review to occur.
- B. The City Council may choose not to approve the agreement.



**VALET PARKING
NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE
LICENSE AGREEMENT**

THIS VALET PARKING NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE LICENSE AGREEMENT (hereinafter “Agreement”) is effective as of the 10th day of May, 2016, by and between the **CITY OF TURLOCK**, a general law city and municipal corporation (hereinafter “City”) and **ACCESS CONTROL EXPERTS INTERNATIONAL**, a California corporation, dba **ACE VALET** (hereinafter “Operator”).

RECITALS

- A. City desires to allow a third-party contractor to provide valet parking service in the City’s downtown area.
- B. City is the owner of certain right-of-way and the public parking lot located at Broadway and A Street, Turlock, California (hereinafter the “Property”), Exhibit A and B, respectively, attached hereto and incorporated herein by this reference.
- C. Operator seeks to operate a valet parking service utilizing the right-of-way identified in Exhibit A, and the public parking lot identified in Exhibit B, (hereinafter “Valet Lot”).
- D. City desires that a portion of the Property be used for valet parking for the general public on specific days and at specific times to support the users of businesses located within the downtown area. The specific parking spaces designated for valet parking are depicted in Exhibit A.
- E. Operator warrants that it possesses specialized skill and experience in providing valet parking and facilitation of traffic movement to provide such service and is willing to provide valet parking services in the downtown area, as further defined in this Agreement.

OK for Agenda

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

AGREEMENT

1. Location. This Agreement pertains to the right-of-way located at Broadway and Main Street and the public parking lot owned by the City and located at the corner of Broadway and A Street, Turlock, California (the "Property"). The Property is shown on Exhibits A and B, which are attached hereto and incorporated herein.
2. Term. The Term of this Agreement shall commence on the date stated above and continue for a one (1) year period through April 25, 2017 (hereinafter the "Pilot Term"). The Agreement shall have two (2) one-year options to renew (hereinafter the "Renewal Term"), exercisable by the City Manager. Other than for the reasons enumerated in Section 10 that shall cause immediate termination of this Agreement, either party may terminate this Agreement at any time for any reason by giving thirty (30) days written notice to the other party.
3. Grant of License. City hereby grants to Operator a revocable, non-exclusive, non-transferable License as follows:
 - (a) To use the public right-of-way, Exhibit A, to conduct a valet parking business which entails moving cars to and from pick-up/drop-off points and parking spaces; and
 - (b) To use available spaces in the City owned parking lot at A Street and Broadway identified in Exhibit B for said valet parking; and
 - (c) To establish valet stations to be operated in accordance with the Valet Parking Operation Plan, Exhibit C, at the following locations:
 - (1) East side of West Main Street between Broadway Avenue and First Street (approximately 5 spaces) see Exhibit A.
 - (d) Valet stations shall be operated in accordance with the Valet Parking Operation Plan, with the understanding that during hours of operation, the valet station will occupy those parking spaces identified on Exhibit A.
 - (e) Operator shall be permitted to charge for valet services provided in accordance with the rate schedule mutually agreed upon by City and Operator. The initial rate will be a flat fee of \$5.00 per vehicle. Any changes to the rate shall be approved by the City in writing.

4. Relationship of Parties. This Agreement is made solely for the purpose of authorizing Operator to manage and operate the valet services on the Property. City and Operator are not partners or joint ventures, and the services to be rendered by Operator are as an independent contractor. All personnel for the parking operation shall be employees of Operator and shall not be considered employees of City.

5. Obligations of the Operator.
 - (a) Use. Operator shall use the Property for the sole purpose of providing valet parking services for automobiles and motorcycles. The Property shall be used for vehicle parking and related purposes, and for no other use or purpose.

 - (b) Compliance with Laws. Operator shall perform each duty and obligation imposed herein in full compliance with the Turlock Municipal Code, including procuring a business license from the City of Turlock, and other ordinances of the City, and all applicable laws of the State of California and the United States of America.

 - (c) Standard of Service and Performance. Operator agrees to provide a high standard of performance in the execution of all obligations and duties as hereinafter provided, particularly with respect to service given directly to the public by the Operator. The City reserves the right, through the office of the City Manager or his designee, to instruct the Operator as to the standard of performance when deemed necessary.

 - (d) Personnel. For the performance of any duties required by this Agreement, Operator shall employ, engage and retain only persons who are competent, efficient, qualified and of honest reputation. In addition, personnel shall not have been convicted of a crime of moral turpitude, a crime involving honesty or veracity, violence, dangerous or deadly weapons, sex, narcotics possession, vehicle theft, or operating a vehicle under the influence of alcohol or drugs. Operator shall maintain close supervision over all personnel to insure the integrity and maintenance of an honest and high standard of service to the public, as well as to insure that said persons discharge their duties in a courteous and efficient manner. At least one designated manager shall be present at either the Valet Lot or the pickup/drop-off location.

 - (e) Condition of the Property; Custodial Services. Operator accepts the Property in its "As-Is" state of repair and condition, and Operator expressly agrees that City has made no representations to Operator regarding the condition of the Property. No alterations to the Property shall be made by Operator without first obtaining City's written consent, which City may grant or withhold in City's sole and absolute discretion.

Operator shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Operator, and shall indemnify City to the fullest extent provided by Paragraph 6 below in connection with any such liens. Operator shall maintain the Property in a neat, clean and safe condition during the Term. Without limiting the generality of the foregoing sentence, Operator shall not permit any vehicles to remain on the Property overnight, nor perform any repair work to any vehicles on the Property, nor permit any patrons to perform any repair work to any vehicles on the Property. Any vehicles violating the foregoing restrictions shall be towed at Operator's expense. Operator shall not permit patrons to access the Property or vehicles parked thereon but shall instead require parking attendants to retrieve vehicles for patrons from parking spaces within the Valet Lot. Operator shall be responsible for removing any trash or debris from the Property at the conclusion of each day of the Term.

- (f) Traffic Control. Operator agrees to implement any necessary traffic control plans specified or approved by the Director of Development Services or designee to ensure the smooth flow of traffic in and out of the Valet Lot.
- (g) Safekeeping of Valet Lot. During all hours of operation, and whenever Operator is performing any obligation of this Agreement at the Valet Lot, Operator shall provide for the safekeeping of the Valet Lot. During hours of operation, Operator shall promptly report any suspicious or illegal activity, or the presence of unauthorized persons to the Turlock Police Department.
- (h) Payment to City after the Pilot Term; Accounting Records. Sixty (60) days prior to the end of the Pilot Term, the City and Operator shall negotiate a License Fee for the Renewal Term and the granting of this license. Operator shall remit to City, the negotiated License Fee. Said fee shall be issued in the name of the City of Turlock and is due to the City on or before the 5th day of each month.
 - (1) All fees, and any other monies collected at the valet station by Operator shall be collected in the manner prescribed by City.
 - (2) Operator shall maintain full and complete accounting records, in conformity with generally accepted accounting principles applied on a consistent basis, and Operator shall deliver to City a copy thereof, in such form and providing such information as the City may require within five (5) days upon written request from the City.

- (3) Operator shall maintain all accounting records generated as a result of this Agreement for no less than six (6) months after the end of the Term.
- (i) Signage; Marketing/Promotional Materials. With the exception of removable signage (which may be in the form of a “sandwich board” sign) indicating the availability and cost of Operator’s valet parking service and any directional signs in connection with the foregoing, Operator shall not be permitted to install any signage or advertising on the Property without obtaining the prior written consent of the City, which consent may be granted or withheld in the City’s sole and absolute discretion. Any marketing or promotional materials, activities, or other similar type of documents must be submitted to and approved by the City prior to publication or dissemination to the public.
- (j) Operator will comply with all terms and conditions set forth in Exhibit C “Valet Parking Operation Plan.”
- (k) Operator agrees to abide by any rules subsequently imposed by City as to the manner in which the Downtown City of Turlock Valet Parking Program is to be operated. It is hereby agreed by Operator that any such rules that are subsequently imposed by the City as to the operation of the Downtown City of Turlock Valet Parking Program shall become part of this Agreement and subject to all other terms and conditions provided herein.
6. Indemnification. Operator agrees to indemnify, defend and hold harmless the City and their elective or appointed boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses or damages of any nature, including, but not limited to, attorneys’ fees arising out of, or in any way connected with Operator’s, or its agents’, officers’, employees’, subcontractors’ or independent contractors’ performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Operator shall defend City, with counsel of City’s choice, at Operator’s own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Operator shall reimburse City for any and all legal expenses and costs incurred in connection therewith or in enforcing the indemnity herein provided. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of any such insurance do not act as a limitation upon the amount of indemnification to be provided by Operator. All duties of Operator under this Section shall survive termination of this Agreement.
7. Insurance. Operator shall procure and maintain at its sole cost for the duration of this agreement the following insurance:

(a) Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering automobile Liability, code 1 “any auto.”
- (3) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (4) Garage Keepers Liability: \$1,000,000.

(b) Minimum Limits of Insurance.

Operator shall maintain policy limits of no less than:

- (1) General Liability: \$2,000,000 combined single limit 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 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers Liability: Worker’s compensation limits as required by the labor code and employers liability limits of \$1,000,000 per accident.
- (4) Garage Keepers Legal Liability: Minimum amount of \$1,000,000 per location, per occurrence, with a maximum deductible of \$1,000 to provide collision and comprehensive coverage for vehicles.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or operator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions:

The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, agents and volunteers are to be covered as Insured with respect to liability arising out of activities performed by or on behalf of Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- b. Operator's insurance coverage shall be primary insurance as respects the City, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Operator's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- d. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Operator.

(3) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

- (f) Verification of Coverage: Operator shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before the commencement of the Term. The City reserves the right to require complete certified copies of all required insurance policies at any time.
8. Safety and Accidents. Operator shall comply with all laws and industrial safety standards. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Operator shall immediately notify the City Manager's Office by telephone at (209) 668-5542 extension 1101. Any reports prepared by Operator shall also be promptly submitted to the City Manager's Office.
9. Assignment. City has entered into this Agreement in part because of the qualifications of Operator. Accordingly, Operator shall not assign or transfer this Agreement or any of the rights or privileges herein agreed without the express written consent of City, which consent may be withheld with or without cause.
10. Termination. City reserves the right to immediately terminate this Agreement and revoke the License granted hereby in the event any one of the following circumstances occurs during the term of this Agreement:
- (a) The failure of Operator to maintain the quality and conditions of service imposed under the terms of this Agreement, upon two (2) days written notice to correct the condition(s) objected to.
 - (b) The failure of the Operator to keep in full force and effect at any time the policies and amounts of Insurance required in this Agreement upon five (5) days written notice to Operator to correct the condition(s).
 - (c) The happening of any act which results in the suspension or revocation of the rights, power, licenses, permits and authorities necessary for the conduct and operation of the City's parking facilities as herein authorized.
 - (d) Any substantial change in the ownership or proprietorship of Operator that, in the opinion of the City, is not in the best interest of the City or of the public.
 - (e) A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed by or against Operator and shall not be dropped or dismissed within thirty (30) days after the filing thereof.

- (f) Operator voluntarily discontinues its obligations under this Agreement for a period of two (2) days or more.
 - (g) Operator agrees that if this Agreement is terminated, Operator agrees to cooperate in every way possible with any succeeding Operator, so that the public shall not be inconvenienced by the change of Operators.
11. Operator's Duties Upon Expiration of Term. Operator agrees that if upon City's request, at expiration date of the term of this Agreement, or at the earlier termination thereof, Operator shall move its personnel and equipment from the Property, leaving the Property in good condition, reasonable wear and tear and acts of God excepted. Operator also agrees that at the expiration date of this Agreement or at the earlier termination hereof, Operator shall provide City with current, accurate financial records pertaining to the Valet Lot.
12. Possessory Interest Tax. Pursuant to section 107.6 of the Revenue and Taxation Code, City hereby advises, and Operator recognizes and understands, that this Agreement may create a possessory interest subject to property taxation and that Operator may be subject to the payment of property taxes levied on such interest. Operator shall pay, prior to delinquency, all taxes assessed against and levied upon Operator's possessory interest, if any.
13. Ownership. This Agreement conveys no ownership interest to Operator. City shall retain ownership of the licensed Property. City is free to license, assign, sell or otherwise dispose of its rights in said Property.
14. Miscellaneous Obligations:
- (a) Right of City to Inspect. City shall have the right, at any and all reasonable times, to inspect, examine and investigate any and all operations and activities of Operator and of its officers and employees, connected or related to the operation or maintenance of the Property or to the doing of any of the actions required by Operator under this Agreement, including the unlimited right to enter the Property at any time to inspect the Property and to determine whether the Operator is complying with all its obligations under this Agreement.
 - (b) Rates; Schedules; Locations of Valet Stands. Parking rates, methods of operation, discounts and allowances, and the locations of valet parking stands shall be approved in writing by City prior to implementation by Operator.
 - (c) Hours of Operation. Operator shall offer the valet parking services contemplated by this Agreement during the following hours (the "Operating Hours") during the Pilot Term: Sunday through Saturday from

5:00 PM to 2:00 AM. Operator shall be permitted to reduce days and times of operation in its sole discretion.

Operator may access the Property within one (1) hour prior to the start time noted above and continue to access the Property for one (1) hour after the end time noted above to complete any necessary maintenance or perform any other duty required of Operator by this Agreement other than accepting patrons' vehicles.

- (d) Uniforms. Operator agrees to have all parking personnel outfitted in uniforms acceptable to the City. Uniforms must be such that Valet Lot employees are readily recognizable as Valet personnel and which are easily visible at nighttime. City reserves the right to determine what identification will appear on the uniforms.
 - (e) Alterations/Additions. Operator shall not make any alterations, changes, or additions to the Property, or to any fixtures or equipment owned by City without first having obtained written consent of City.
 - (f) Nuisance or Waste. Operator shall not commit, permit or allow any nuisance or waste in, or damage to the Property, or permit the use of the Property for any illegal or immoral purposes.
15. Independent Contractor. Operator agrees that it is an independent contractor and that it is solely responsible for any and all City, State and Federal tax withholdings for any and all monies it receives in its performance of its obligations under this Agreement and agrees to fully indemnify and hold harmless the City as to any claims made by any Municipal, State and Federal agencies concerning tax withholdings. It is further understood by Operator that this Agreement does not create a joint venture, partnership or similar relationship between it and the City.
16. Conditions and Covenants. Each covenant herein is a condition, and each condition herein is as well a covenant by the parties bound thereby, unless waived in writing by the parties hereto.
17. Fair Meaning Construction. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Operator.
18. Notices. Any action, notice or request required to be taken, given or made by City hereunder may be taken, given or made by the City Manager, or such other person or persons as s/he may authorize for the purpose. All notices, requests, or other papers required to be given or delivered to Operator shall be deemed to be duly and properly given or made if mailed to City, postage prepaid, addressed to:

Access Control Experts International
c/o Law Offices of Michael Warda
2350 West Monte Vista Avenue
Turlock, CA 95382

or personally delivered to Operator at such address, or at such other address as Operator may designate in writing to City.

All notices, requests, or other papers required to be given or delivered to City shall be deemed to be duly and properly given or made if mailed to City, postage prepaid addressed to:

City Manager
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380-5456

or personally delivered to the City Manager at the City, or at such other address as City may designate in writing to Operator.

19. Miscellaneous.
- (a) City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party.
 - (b) No Waiver; Severability. Failure of either party to enforce at any time during the term of this Agreement any provision hereof shall in no way be construed to be a waiver of such provision nor in any way effect the validity of this Agreement. In the event that any provision of this Agreement shall be deemed to be unenforceable by any arbitrator or court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
 - (c) Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
20. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.
21. Authorization to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

22. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Stanislaus County Superior Court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their duly authorized officers and representatives as of the date first above written.

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor

or

By: _____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

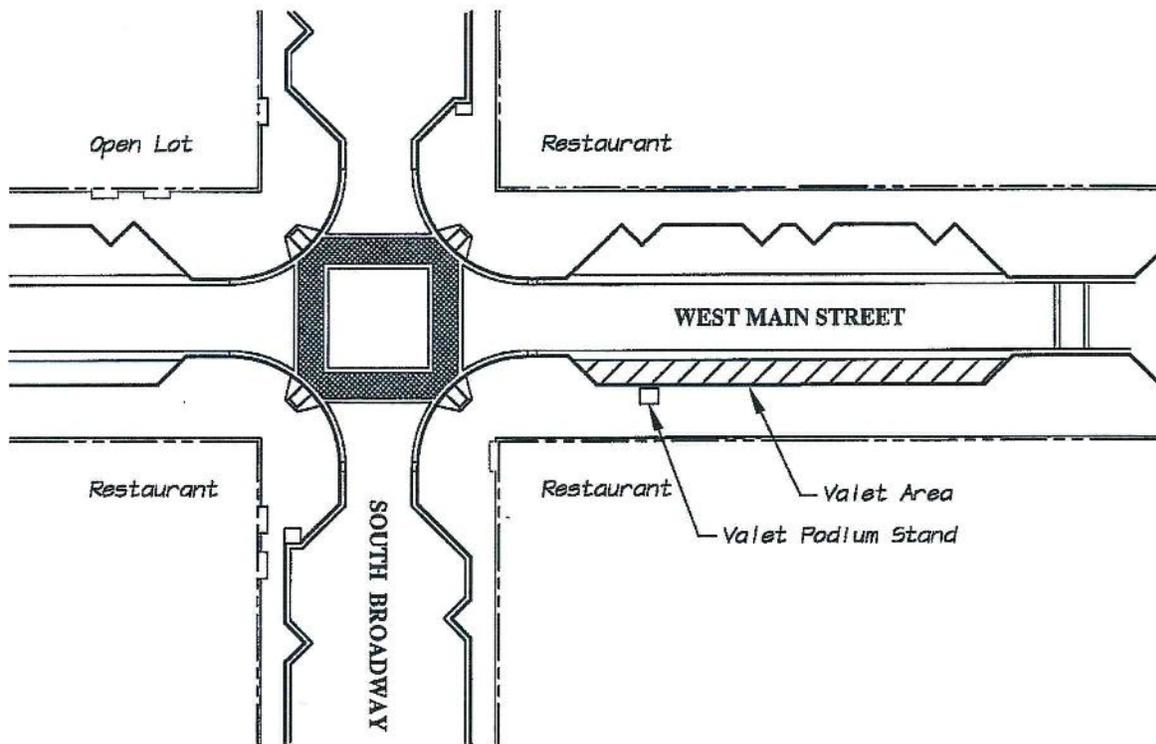
**ACCESS CONTROL EXPERTS
INTERNATIONAL**

By: _____

Date: _____

RIGHT-OF-WAY

EXHIBIT "A"



PUBLIC PARKING LOT

EXHIBIT "B"

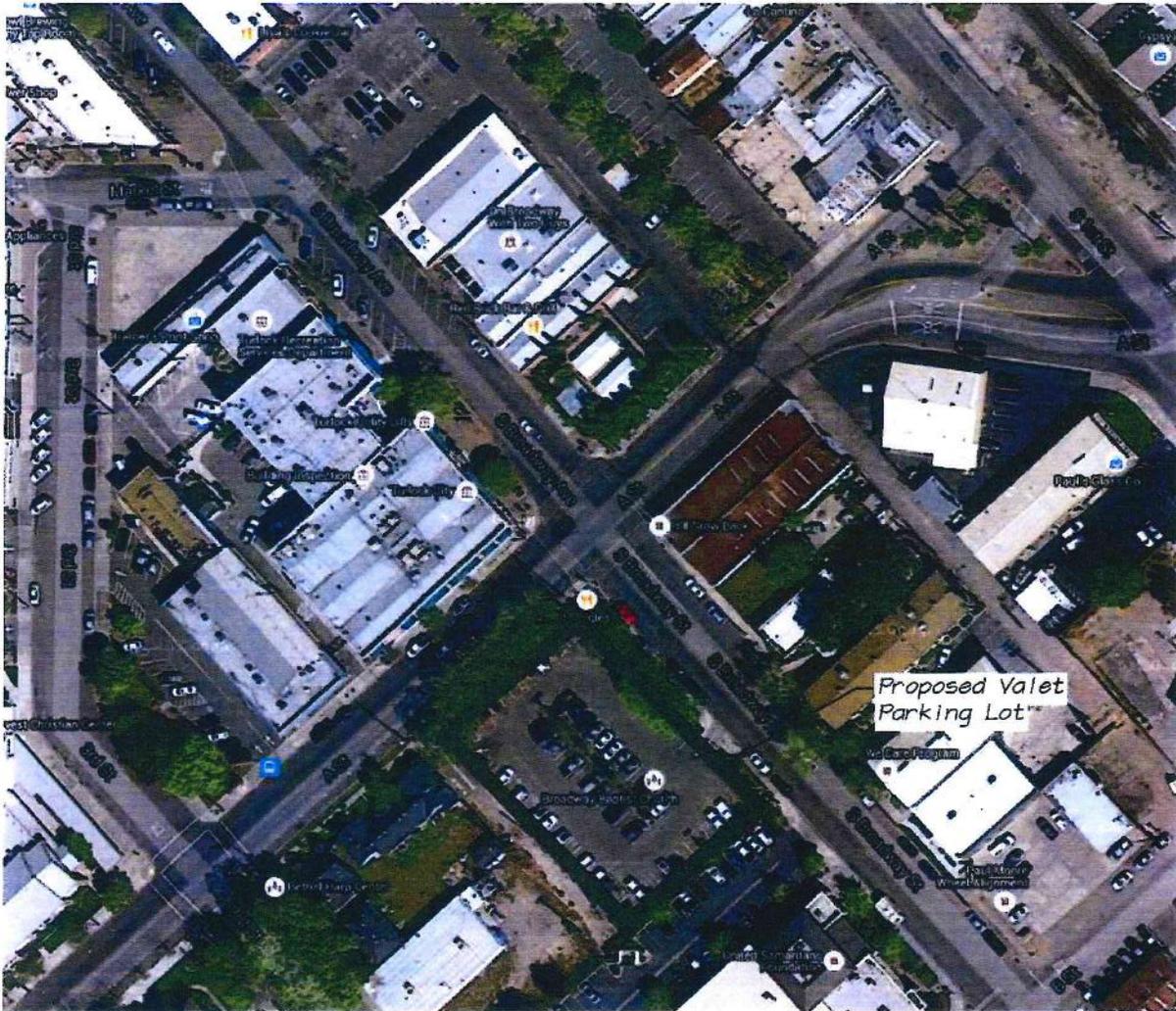


EXHIBIT C

DOWNTOWN CITY OF TURLOCK
VALET PARKING OPERATIONS PLAN

Valet service in Turlock shall be operated in accordance with the following terms and conditions:

Valet Operator

1. The valet operator shall obtain and maintain all necessary City, State and Governmental licenses and permits in conjunction with the services provided by this Agreement. Copies of such licenses and permits shall be provided to the City within three (3) days of request for the same.
2. Valet operator, at its own cost and expense, will employ, train, and supervise all persons reasonably necessary to carry out all obligations, responsibilities and duties assumed by it pursuant to this Agreement.
3. All valet attendants shall be uniformed as specified in the Valet Parking Nonexclusive, Nontransferable, Revocable License Agreement.
4. Valet operator shall maintain all insurance coverage and limits as specified in the Valet Parking Nonexclusive, Nontransferable, Revocable License Agreement.

Valet Stations

5. Valet stations are permitted at the following locations and hours:

LOCATION	# SPACES	DAYS	HOURS
South side of Broadway at Main Street between Broadway and First Street (Exhibit A)	5	Sunday through Saturday	5 PM to 2 AM

6. Vehicle drop-off operation shall be at the location set forth in Exhibit A and may occupy up to five (5) spaces.
7. Passenger loading and unloading shall not occur in travel lanes.
8. Valet operator shall post City-approved signs at least one hour prior to beginning of valet service at each valet station to inform vehicle owners of pending valet parking restrictions.

9. City shall install parking signs and/or electronic notification on parking spaces at valet locations for enforcement of valet parking restrictions at Operator's expense.
10. Valet service is permitted to operate all year during the approved days and times, except when prohibited by City in writing. City may prohibit use of the valet station or relocate the valet station to another location to accommodate special events and street closures.
11. Valet stations shall be maintained in good condition and free of debris or trash during valet operation.

Valet Parking

12. The valet operator shall utilize the City owned parking lot located at A and Broadway identified in Exhibit B only for parking of valeted vehicles.
13. Parking spaces shall be available for Operator to use during valet service hours. The City may require valet operator to acquire additional private parking spaces if parking capacity is exceeded on a recurring basis.
14. Vehicles must be taken to the Valet Lot immediately after drop-off.
15. Valeted cars shall not to be parked in any public parking spaces other than those identified in Exhibit B, or in the valet stations, Exhibit A.
16. Vehicles cannot be parked, cued or stopped where prohibited by law.
17. Valet attendants shall not make U-turns on City streets when transporting vehicles.

Additional Terms and Conditions

18. Operator agrees to abide by any subsequent rules imposed by City in writing. Said rules shall become part of this Agreement and subject to all other terms and conditions provided herein.
19. The Turlock Police Department reserves the right to suspend the valet parking service at any time for public safety and traffic congestion. Re-opening of a station will be at the sole discretion of the officer.
20. Any request for valet service on days or times not specified above shall be made in writing at least two (2) working days prior to the proposed valet service to the City. The City Manager may approve said request. Failure to obtain approval may result in immediate termination of the valet service during those times and other penalties as deemed appropriate by the City.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING } RESOLUTION NO. 2016-
APPROVAL OF THE NONEXCLUSIVE, }
NONTRANSFERABLE, REVOCABLE LICENSE }
AGREEMENT BETWEEN THE CITY OF }
TURLOCK AND ACE VALET TO OPERATE A }
VALET PARKING SERVICE UTILIZING THE }
PUBLIC RIGHT-OF-WAY AND PUBLIC PARKING }
LOT IS EXEMPT FROM THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) }
PURSUANT TO SECTION 15301(c) (EXISTING }
FACILITIES) AND/OR SECTION 15304(e) }
(MINOR ALTERATIONS TO LAND) OF THE }
CEQA GUIDELINES }

WHEREAS, Ace Valet has requested authorization by the City Council of the City of Turlock to operate a valet parking service utilizing the public right-of-way; and

WHEREAS, Section 21100 et seq. of the California Vehicle Code grants the legislative body of a local government the power over the use of roads and highways, including the licensing and regulation of commercial transportation services offered within the public right-of-way; and

WHEREAS, the City of Turlock is currently studying short- and long-range parking solutions for the Downtown Turlock area and, on December 8, 2015, hired TJKM Transportation Consultants to prepare a Downtown Parking Plan; and

WHEREAS, one of the parking solutions that has been identified through the public input process for the Downtown Parking Plan is the use of a valet parking service that would make it easier and safer for business customers to park their vehicles in the Downtown Turlock area; and

WHEREAS, the City Council of the City of Turlock finds that it would be beneficial to the economic vitality and growth of Downtown Turlock to establish a pilot project to assess the need and effectiveness of such a service; and

WHEREAS, a Nonexclusive, Nontransferable, Revocable License Agreement (hereinafter referred to as the "Agreement") between the City of Turlock and Ace Valet to operate the valet parking service, attached hereto as Attachment 1, has been prepared for consideration by the City Council of the City of Turlock; and

WHEREAS, the California Environmental Quality Act (CEQA) requires that the lead agency for the project make a determination as to whether an activity is subject to CEQA before conducting an initial study; and

WHEREAS, the Agreement authorizes the operation of the valet parking service that would result in the reduction of five public parking spaces along West Main Street, as shown in Exhibit A to the Agreement, between 5 p.m. and 2 a.m. each day that would result in a direct physical change in the environment and the activity meets the definition of a "project" pursuant to Section 15378 of the CEQA Guidelines; and

WHEREAS, Section 15301(c) (Existing Facilities) of the CEQA Guidelines categorically exempts projects that consist of the licensing of existing public or private structures and facilities on existing highways and streets; and

WHEREAS, Section 15304(e) (Minor Alterations to Land) of the CEQA Guidelines categorically exempts projects that represent a minor temporary use of land having negligible or no permanent effects on the environment; and

WHEREAS, the City Council of the City of Turlock considered the project in light of these provisions of CEQA and the public testimony given at a publicly noticed meeting conducted on May 10, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine approval of the Valet Parking Service License Agreement, attached hereto as Attachment 1, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) (Existing Facilities) and/or Section 15304(e) (Minor Alterations to Land) of the CEQA Guidelines because the Agreement allows the use of an existing public street and public parking areas and is a minor temporary use of these public facilities having negligible or no permanent effects on the environment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of May, 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



**VALET PARKING
NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE
LICENSE AGREEMENT**

THIS VALET PARKING NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") is effective as of the 10th day of May, 2016, by and between the **CITY OF TURLOCK**, a general law city and municipal corporation (hereinafter "City") and **ACCESS CONTROL EXPERTS INTERNATIONAL**, a California corporation, dba **ACE VALET** (hereinafter "Operator").

RECITALS

- A. City desires to allow a third-party contractor to provide valet parking service in the City's downtown area.
- B. City is the owner of certain right-of-way and the public parking lot located at Broadway and A Street, Turlock, California (hereinafter the "Property"), Exhibit A and B, respectively, attached hereto and incorporated herein by this reference.
- C. Operator seeks to operate a valet parking service utilizing the right-of-way identified in Exhibit A, and the public parking lot identified in Exhibit B, (hereinafter "Valet Lot").
- D. City desires that a portion of the Property be used for valet parking for the general public on specific days and at specific times to support the users of businesses located within the downtown area. The specific parking spaces designated for valet parking are depicted in Exhibit A.
- E. Operator warrants that it possesses specialized skill and experience in providing valet parking and facilitation of traffic movement to provide such service and is willing to provide valet parking services in the downtown area, as further defined in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

AGREEMENT

1. Location. This Agreement pertains to the right-of-way located at Broadway and Main Street and the public parking lot owned by the City and located at the corner of Broadway and A Street, Turlock, California (the "Property"). The Property is shown on Exhibits A and B, which are attached hereto and incorporated herein.
2. Term. The Term of this Agreement shall commence on the date stated above and continue for a one (1) year period through April 25, 2017 (hereinafter the "Pilot Term"). The Agreement shall have two (2) one-year options to renew (hereinafter the "Renewal Term"), exercisable by the City Manager. Other than for the reasons enumerated in Section 10 that shall cause immediate termination of this Agreement, either party may terminate this Agreement at any time for any reason by giving thirty (30) days written notice to the other party.
3. Grant of License. City hereby grants to Operator a revocable, non-exclusive, non-transferable License as follows:
 - (a) To use the public right-of-way, Exhibit A, to conduct a valet parking business which entails moving cars to and from pick-up/drop-off points and parking spaces; and
 - (b) To use available spaces in the City owned parking lot at A Street and Broadway identified in Exhibit B for said valet parking; and
 - (c) To establish valet stations to be operated in accordance with the Valet Parking Operation Plan, Exhibit C, at the following locations:
 - (1) East side of West Main Street between Broadway Avenue and First Street (approximately 5 spaces) see Exhibit A.
 - (d) Valet stations shall be operated in accordance with the Valet Parking Operation Plan, with the understanding that during hours of operation, the valet station will occupy those parking spaces identified on Exhibit A.
 - (e) Operator shall be permitted to charge for valet services provided in accordance with the rate schedule mutually agreed upon by City and Operator. The initial rate will be a flat fee of \$5.00 per vehicle. Any changes to the rate shall be approved by the City in writing.

4. Relationship of Parties. This Agreement is made solely for the purpose of authorizing Operator to manage and operate the valet services on the Property. City and Operator are not partners or joint ventures, and the services to be rendered by Operator are as an independent contractor. All personnel for the parking operation shall be employees of Operator and shall not be considered employees of City.

5. Obligations of the Operator.
 - (a) Use. Operator shall use the Property for the sole purpose of providing valet parking services for automobiles and motorcycles. The Property shall be used for vehicle parking and related purposes, and for no other use or purpose.

 - (b) Compliance with Laws. Operator shall perform each duty and obligation imposed herein in full compliance with the Turlock Municipal Code, including procuring a business license from the City of Turlock, and other ordinances of the City, and all applicable laws of the State of California and the United States of America.

 - (c) Standard of Service and Performance. Operator agrees to provide a high standard of performance in the execution of all obligations and duties as hereinafter provided, particularly with respect to service given directly to the public by the Operator. The City reserves the right, through the office of the City Manager or his designee, to instruct the Operator as to the standard of performance when deemed necessary.

 - (d) Personnel. For the performance of any duties required by this Agreement, Operator shall employ, engage and retain only persons who are competent, efficient, qualified and of honest reputation. In addition, personnel shall not have been convicted of a crime of moral turpitude, a crime involving honesty or veracity, violence, dangerous or deadly weapons, sex, narcotics possession, vehicle theft, or operating a vehicle under the influence of alcohol or drugs. Operator shall maintain close supervision over all personnel to insure the integrity and maintenance of an honest and high standard of service to the public, as well as to insure that said persons discharge their duties in a courteous and efficient manner. At least one designated manager shall be present at either the Valet Lot or the pickup/drop-off location.

 - (e) Condition of the Property; Custodial Services. Operator accepts the Property in its "As-Is" state of repair and condition, and Operator expressly agrees that City has made no representations to Operator regarding the condition of the Property. No alterations to the Property shall be made by Operator without first obtaining City's written consent,

which City may grant or withhold in City's sole and absolute discretion. Operator shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Operator, and shall indemnify City to the fullest extent provided by Paragraph 6 below in connection with any such liens. Operator shall maintain the Property in a neat, clean and safe condition during the Term. Without limiting the generality of the foregoing sentence, Operator shall not permit any vehicles to remain on the Property overnight, nor perform any repair work to any vehicles on the Property, nor permit any patrons to perform any repair work to any vehicles on the Property. Any vehicles violating the foregoing restrictions shall be towed at Operator's expense. Operator shall not permit patrons to access the Property or vehicles parked thereon but shall instead require parking attendants to retrieve vehicles for patrons from parking spaces within the Valet Lot. Operator shall be responsible for removing any trash or debris from the Property at the conclusion of each day of the Term.

- (f) Traffic Control. Operator agrees to implement any necessary traffic control plans specified or approved by the Director of Development Services or designee to ensure the smooth flow of traffic in and out of the Valet Lot.
- (g) Safekeeping of Valet Lot. During all hours of operation, and whenever Operator is performing any obligation of this Agreement at the Valet Lot, Operator shall provide for the safekeeping of the Valet Lot. During hours of operation, Operator shall promptly report any suspicious or illegal activity, or the presence of unauthorized persons to the Turlock Police Department.
- (h) Payment to City after the Pilot Term; Accounting Records. Sixty (60) days prior to the end of the Pilot Term, the City and Operator shall negotiate a License Fee for the Renewal Term and the granting of this license. Operator shall remit to City, the negotiated License Fee. Said fee shall be issued in the name of the City of Turlock and is due to the City on or before the 5th day of each month.
 - (1) All fees, and any other monies collected at the valet station by Operator shall be collected in the manner prescribed by City.
 - (2) Operator shall maintain full and complete accounting records, in conformity with generally accepted accounting principles applied on a consistent basis, and Operator shall deliver to City a copy thereof, in such form and providing such information as the City may require within five (5) days upon written request from the City.

- (3) Operator shall maintain all accounting records generated as a result of this Agreement for no less than six (6) months after the end of the Term.
 - (i) Signage; Marketing/Promotional Materials. With the exception of removable signage (which may be in the form of a “sandwich board” sign) indicating the availability and cost of Operator’s valet parking service and any directional signs in connection with the foregoing, Operator shall not be permitted to install any signage or advertising on the Property without obtaining the prior written consent of the City, which consent may be granted or withheld in the City’s sole and absolute discretion. Any marketing or promotional materials, activities, or other similar type of documents must be submitted to and approved by the City prior to publication or dissemination to the public.
 - (j) Operator will comply with all terms and conditions set forth in Exhibit C “Valet Parking Operation Plan.”
 - (k) Operator agrees to abide by any rules subsequently imposed by City as to the manner in which the Downtown City of Turlock Valet Parking Program is to be operated. It is hereby agreed by Operator that any such rules that are subsequently imposed by the City as to the operation of the Downtown City of Turlock Valet Parking Program shall become part of this Agreement and subject to all other terms and conditions provided herein.
6. Indemnification. Operator agrees to indemnify, defend and hold harmless the City and their elective or appointed boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses or damages of any nature, including, but not limited to, attorneys’ fees arising out of, or in any way connected with Operator’s, or its agents’, officers’, employees’, subcontractors’ or independent contractors’ performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Operator shall defend City, with counsel of City’s choice, at Operator’s own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Operator shall reimburse City for any and all legal expenses and costs incurred in connection therewith or in enforcing the indemnity herein provided. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of any such insurance do not act as a limitation upon the amount of indemnification to be provided by Operator. All duties of Operator under this Section shall survive termination of this Agreement.
7. Insurance. Operator shall procure and maintain at its sole cost for the duration of this agreement the following insurance:

(a) Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering automobile Liability, code 1 “any auto.”
- (3) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (4) Garage Keepers Liability: \$1,000,000.

(b) Minimum Limits of Insurance.

Operator shall maintain policy limits of no less than:

- (1) General Liability: \$2,000,000 combined single limit 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 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers Liability: Worker’s compensation limits as required by the labor code and employers liability limits of \$1,000,000 per accident.
- (4) Garage Keepers Legal Liability: Minimum amount of \$1,000,000 per location, per occurrence, with a maximum deductible of \$1,000 to provide collision and comprehensive coverage for vehicles.

- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or operator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions:

The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, agents and volunteers are to be covered as Insured with respect to liability arising out of activities performed by or on behalf of Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- b. Operator's insurance coverage shall be primary insurance as respects the City, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Operator's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- d. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Operator.

(3) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

- (f) Verification of Coverage: Operator shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before the commencement of the Term. The City reserves the right to require complete certified copies of all required insurance policies at any time.
8. Safety and Accidents. Operator shall comply with all laws and industrial safety standards. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Operator shall immediately notify the City Manager's Office by telephone at (209) 668-5542 extension 1101. Any reports prepared by Operator shall also be promptly submitted to the City Manager's Office.
9. Assignment. City has entered into this Agreement in part because of the qualifications of Operator. Accordingly, Operator shall not assign or transfer this Agreement or any of the rights or privileges herein agreed without the express written consent of City, which consent may be withheld with or without cause.
10. Termination. City reserves the right to immediately terminate this Agreement and revoke the License granted hereby in the event any one of the following circumstances occurs during the term of this Agreement:
- (a) The failure of Operator to maintain the quality and conditions of service imposed under the terms of this Agreement, upon two (2) days written notice to correct the condition(s) objected to.
 - (b) The failure of the Operator to keep in full force and effect at any time the policies and amounts of Insurance required in this Agreement upon five (5) days written notice to Operator to correct the condition(s).
 - (c) The happening of any act which results in the suspension or revocation of the rights, power, licenses, permits and authorities necessary for the conduct and operation of the City's parking facilities as herein authorized.
 - (d) Any substantial change in the ownership or proprietorship of Operator that, in the opinion of the City, is not in the best interest of the City or of the public.
 - (e) A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed by or against Operator and shall not be dropped or dismissed within thirty (30) days after the filing thereof.

- (f) Operator voluntarily discontinues its obligations under this Agreement for a period of two (2) days or more.
 - (g) Operator agrees that if this Agreement is terminated, Operator agrees to cooperate in every way possible with any succeeding Operator, so that the public shall not be inconvenienced by the change of Operators.
11. Operator's Duties Upon Expiration of Term. Operator agrees that if upon City's request, at expiration date of the term of this Agreement, or at the earlier termination thereof, Operator shall move its personnel and equipment from the Property, leaving the Property in good condition, reasonable wear and tear and acts of God excepted. Operator also agrees that at the expiration date of this Agreement or at the earlier termination hereof, Operator shall provide City with current, accurate financial records pertaining to the Valet Lot.
12. Possessory Interest Tax. Pursuant to section 107.6 of the Revenue and Taxation Code, City hereby advises, and Operator recognizes and understands, that this Agreement may create a possessory interest subject to property taxation and that Operator may be subject to the payment of property taxes levied on such interest. Operator shall pay, prior to delinquency, all taxes assessed against and levied upon Operator's possessory interest, if any.
13. Ownership. This Agreement conveys no ownership interest to Operator. City shall retain ownership of the licensed Property. City is free to license, assign, sell or otherwise dispose of its rights in said Property.
14. Miscellaneous Obligations:
- (a) Right of City to Inspect. City shall have the right, at any and all reasonable times, to inspect, examine and investigate any and all operations and activities of Operator and of its officers and employees, connected or related to the operation or maintenance of the Property or to the doing of any of the actions required by Operator under this Agreement, including the unlimited right to enter the Property at any time to inspect the Property and to determine whether the Operator is complying with all its obligations under this Agreement.
 - (b) Rates; Schedules; Locations of Valet Stands. Parking rates, methods of operation, discounts and allowances, and the locations of valet parking stands shall be approved in writing by City prior to implementation by Operator.
 - (c) Hours of Operation. Operator shall offer the valet parking services contemplated by this Agreement during the following hours (the "Operating Hours") during the Pilot Term: Sunday through Saturday from

5:00 PM to 2:00 AM. Operator shall be permitted to reduce days and times of operation in its sole discretion.

Operator may access the Property within one (1) hour prior to the start time noted above and continue to access the Property for one (1) hour after the end time noted above to complete any necessary maintenance or perform any other duty required of Operator by this Agreement other than accepting patrons' vehicles.

- (d) Uniforms. Operator agrees to have all parking personnel outfitted in uniforms acceptable to the City. Uniforms must be such that Valet Lot employees are readily recognizable as Valet personnel and which are easily visible at nighttime. City reserves the right to determine what identification will appear on the uniforms.
 - (e) Alterations/Additions. Operator shall not make any alterations, changes, or additions to the Property, or to any fixtures or equipment owned by City without first having obtained written consent of City.
 - (f) Nuisance or Waste. Operator shall not commit, permit or allow any nuisance or waste in, or damage to the Property, or permit the use of the Property for any illegal or immoral purposes.
15. Independent Contractor. Operator agrees that it is an independent contractor and that it is solely responsible for any and all City, State and Federal tax withholdings for any and all monies it receives in its performance of its obligations under this Agreement and agrees to fully indemnify and hold harmless the City as to any claims made by any Municipal, State and Federal agencies concerning tax withholdings. It is further understood by Operator that this Agreement does not create a joint venture, partnership or similar relationship between it and the City.
16. Conditions and Covenants. Each covenant herein is a condition, and each condition herein is as well a covenant by the parties bound thereby, unless waived in writing by the parties hereto.
17. Fair Meaning Construction. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Operator.
18. Notices. Any action, notice or request required to be taken, given or made by City hereunder may be taken, given or made by the City Manager, or such other person or persons as s/he may authorize for the purpose. All notices, requests, or other papers required to be given or delivered to Operator shall be deemed to be duly and properly given or made if mailed to City, postage prepaid, addressed to:

Access Control Experts International
c/o Law Offices of Michael Warda
2350 West Monte Vista Avenue
Turlock, CA 95382

or personally delivered to Operator at such address, or at such other address as Operator may designate in writing to City.

All notices, requests, or other papers required to be given or delivered to City shall be deemed to be duly and properly given or made if mailed to City, postage prepaid addressed to:

City Manager
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380-5456

or personally delivered to the City Manager at the City, or at such other address as City may designate in writing to Operator.

19. Miscellaneous.
- (a) City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party.
 - (b) No Waiver; Severability. Failure of either party to enforce at any time during the term of this Agreement any provision hereof shall in no way be construed to be a waiver of such provision nor in any way effect the validity of this Agreement. In the event that any provision of this Agreement shall be deemed to be unenforceable by any arbitrator or court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
 - (c) Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
20. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.
21. Authorization to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

22. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Stanislaus County Superior Court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their duly authorized officers and representatives as of the date first above written.

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor

or

By: _____
Gary R. Hampton, City Manager

Date: _____

**ACCESS CONTROL EXPERTS
INTERNATIONAL**

By: _____

Date: _____

APPROVED AS TO FORM:

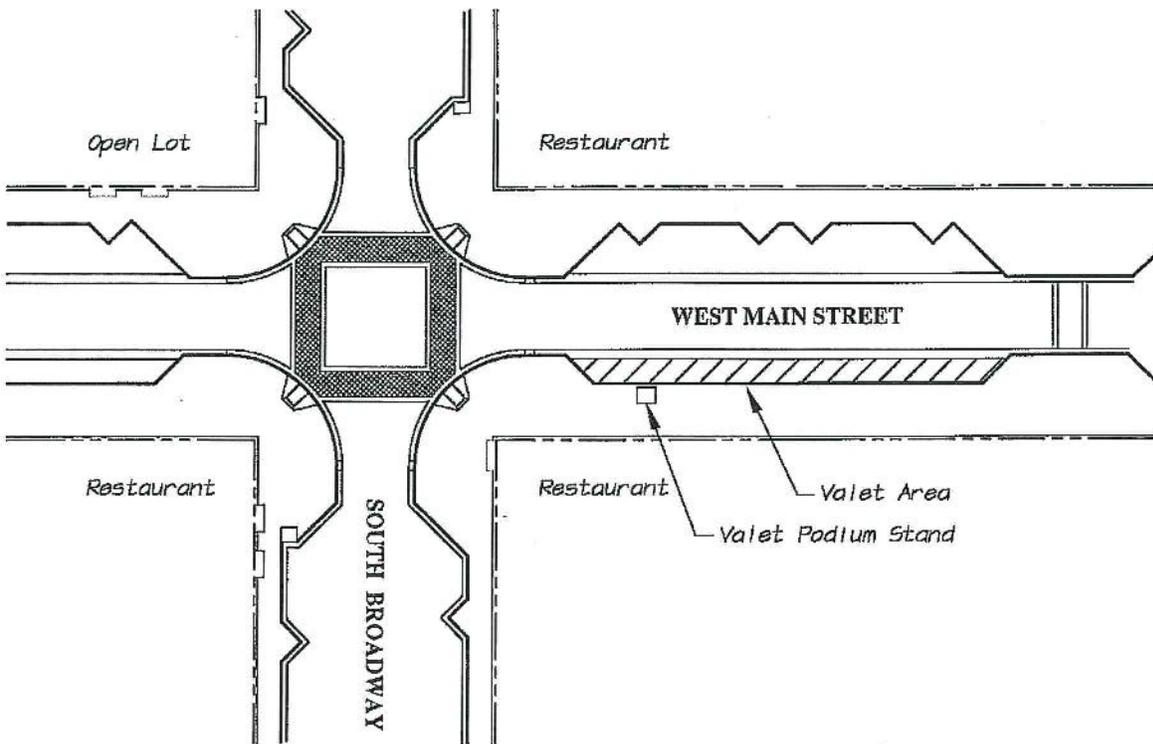
By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

RIGHT-OF-WAY

EXHIBIT "A"



PUBLIC PARKING LOT

EXHIBIT "B"



EXHIBIT C

DOWNTOWN CITY OF TURLOCK
VALET PARKING OPERATIONS PLAN

Valet service in Turlock shall be operated in accordance with the following terms and conditions:

Valet Operator

1. The valet operator shall obtain and maintain all necessary City, State and Governmental licenses and permits in conjunction with the services provided by this Agreement. Copies of such licenses and permits shall be provided to the City within three (3) days of request for the same.
2. Valet operator, at its own cost and expense, will employ, train, and supervise all persons reasonably necessary to carry out all obligations, responsibilities and duties assumed by it pursuant to this Agreement.
3. All valet attendants shall be uniformed as specified in the Valet Parking Nonexclusive, Nontransferable, Revocable License Agreement.
4. Valet operator shall maintain all insurance coverage and limits as specified in the Valet Parking Nonexclusive, Nontransferable, Revocable License Agreement.

Valet Stations

5. Valet stations are permitted at the following locations and hours:

LOCATION	# SPACES	DAYS	HOURS
South side of Broadway at Main Street between Broadway and First Street (Exhibit A)	5	Sunday through Saturday	5 PM to 2 AM

6. Vehicle drop-off operation shall be at the location set forth in Exhibit A and may occupy up to five (5) spaces.
7. Passenger loading and unloading shall not occur in travel lanes.
8. Valet operator shall post City-approved signs at least one hour prior to beginning of valet service at each valet station to inform vehicle owners of pending valet parking restrictions.

9. City shall install parking signs and/or electronic notification on parking spaces at valet locations for enforcement of valet parking restrictions at Operator's expense.
10. Valet service is permitted to operate all year during the approved days and times, except when prohibited by City in writing. City may prohibit use of the valet station or relocate the valet station to another location to accommodate special events and street closures.
11. Valet stations shall be maintained in good condition and free of debris or trash during valet operation.

Valet Parking

12. The valet operator shall utilize the City owned parking lot located at A and Broadway identified in Exhibit B only for parking of valeted vehicles.
13. Parking spaces shall be available for Operator to use during valet service hours. The City may require valet operator to acquire additional private parking spaces if parking capacity is exceeded on a recurring basis.
14. Vehicles must be taken to the Valet Lot immediately after drop-off.
15. Valeted cars shall not to be parked in any public parking spaces other than those identified in Exhibit B, or in the valet stations, Exhibit A.
16. Vehicles cannot be parked, cued or stopped where prohibited by law.
17. Valet attendants shall not make U-turns on City streets when transporting vehicles.

Additional Terms and Conditions

18. Operator agrees to abide by any subsequent rules imposed by City in writing. Said rules shall become part of this Agreement and subject to all other terms and conditions provided herein.
19. The Turlock Police Department reserves the right to suspend the valet parking service at any time for public safety and traffic congestion. Re-opening of a station will be at the sole discretion of the officer.
20. Any request for valet service on days or times not specified above shall be made in writing at least two (2) working days prior to the proposed valet service to the City. The City Manager may approve said request. Failure to obtain approval may result in immediate termination of the valet service during those times and other penalties as deemed appropriate by the City.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A } RESOLUTION NO. 2016-
NONEXCLUSIVE, NONTRANSFERABLE, }
REVOCABLE LICENSE AGREEMENT }
BETWEEN THE CITY OF TURLOCK AND }
ACE VALET TO OPERATE A VALET PARKING }
SERVICE UTILIZING THE PUBLIC }
RIGHT-OF-WAY AND PUBLIC PARKING LOT }
_____ }

WHEREAS, Ace Valet requested authorization by the City Council of the City of Turlock to operate a valet parking service utilizing public right-of-way and a public parking lot; and

WHEREAS, Section 21100 et seq. of the California Vehicle Code grants the legislative body of a local government the power over the use of roads and highways, including the licensing and regulation of commercial transportation services offered within the public right-of-way; and

WHEREAS, the City of Turlock is currently studying short- and long-range parking solutions for the Downtown Turlock area and, on December 8, 2015, hired TJKM Transportation Consultants to prepare a Downtown Parking Plan; and

WHEREAS, one of the parking solutions that has been identified through the public input process for the Downtown Parking Plan is the use of a valet parking service that would make it easier and safer for business customers to park their vehicles in the Downtown Turlock area; and

WHEREAS, a Nonexclusive, Nontransferable, Revocable License Agreement (hereinafter referred to as the "Agreement") between the City of Turlock and Ace Valet to operate the valet parking service, attached hereto as Attachment 1, has been prepared for consideration by the City Council of the City of Turlock; and

WHEREAS, Ace Valet will be subject to the terms of the Agreement and will implement the valet service in accordance with the "Downtown City of Turlock Valet Parking Operations Plan", attached hereto as Exhibit C to the Agreement; and

WHEREAS, the City Council of the City of Turlock finds that it would be beneficial to the economic vitality and growth of Downtown Turlock to establish a pilot project to assess the need and effectiveness of such a service; and

WHEREAS, on May 10, 2016, the City Council of the City of Turlock determined that the approval of this agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(c) (Existing Facilities) and/or Section 15304(e) (Minor Alterations to Land) by approving City Council Resolution No. 2016-XXX.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a Nonexclusive, Nontransferable, Revocable License Agreement between the City of Turlock and Ace Valet to operate a valet parking service utilizing the public right-of-way identified in Exhibit A of the Agreement and the public parking lot identified in Exhibit B of the Agreement in accordance with the "Downtown City of Turlock Valet Parking Operations Plan" attached hereto as Exhibit C of the Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of May, 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



**VALET PARKING
NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE
LICENSE AGREEMENT**

THIS VALET PARKING NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") is effective as of the 10th day of May, 2016, by and between the **CITY OF TURLOCK**, a general law city and municipal corporation (hereinafter "City") and **ACCESS CONTROL EXPERTS INTERNATIONAL**, a California corporation, dba **ACE VALET** (hereinafter "Operator").

RECITALS

- A. City desires to allow a third-party contractor to provide valet parking service in the City's downtown area.
- B. City is the owner of certain right-of-way and the public parking lot located at Broadway and A Street, Turlock, California (hereinafter the "Property"), Exhibit A and B, respectively, attached hereto and incorporated herein by this reference.
- C. Operator seeks to operate a valet parking service utilizing the right-of-way identified in Exhibit A, and the public parking lot identified in Exhibit B, (hereinafter "Valet Lot").
- D. City desires that a portion of the Property be used for valet parking for the general public on specific days and at specific times to support the users of businesses located within the downtown area. The specific parking spaces designated for valet parking are depicted in Exhibit A.
- E. Operator warrants that it possesses specialized skill and experience in providing valet parking and facilitation of traffic movement to provide such service and is willing to provide valet parking services in the downtown area, as further defined in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

AGREEMENT

1. Location. This Agreement pertains to the right-of-way located at Broadway and Main Street and the public parking lot owned by the City and located at the corner of Broadway and A Street, Turlock, California (the "Property"). The Property is shown on Exhibits A and B, which are attached hereto and incorporated herein.
2. Term. The Term of this Agreement shall commence on the date stated above and continue for a one (1) year period through April 25, 2017 (hereinafter the "Pilot Term"). The Agreement shall have two (2) one-year options to renew (hereinafter the "Renewal Term"), exercisable by the City Manager. Other than for the reasons enumerated in Section 10 that shall cause immediate termination of this Agreement, either party may terminate this Agreement at any time for any reason by giving thirty (30) days written notice to the other party.
3. Grant of License. City hereby grants to Operator a revocable, non-exclusive, non-transferable License as follows:
 - (a) To use the public right-of-way, Exhibit A, to conduct a valet parking business which entails moving cars to and from pick-up/drop-off points and parking spaces; and
 - (b) To use available spaces in the City owned parking lot at A Street and Broadway identified in Exhibit B for said valet parking; and
 - (c) To establish valet stations to be operated in accordance with the Valet Parking Operation Plan, Exhibit C, at the following locations:
 - (1) East side of West Main Street between Broadway Avenue and First Street (approximately 5 spaces) see Exhibit A.
 - (d) Valet stations shall be operated in accordance with the Valet Parking Operation Plan, with the understanding that during hours of operation, the valet station will occupy those parking spaces identified on Exhibit A.
 - (e) Operator shall be permitted to charge for valet services provided in accordance with the rate schedule mutually agreed upon by City and Operator. The initial rate will be a flat fee of \$5.00 per vehicle. Any changes to the rate shall be approved by the City in writing.

4. Relationship of Parties. This Agreement is made solely for the purpose of authorizing Operator to manage and operate the valet services on the Property. City and Operator are not partners or joint ventures, and the services to be rendered by Operator are as an independent contractor. All personnel for the parking operation shall be employees of Operator and shall not be considered employees of City.

5. Obligations of the Operator.
 - (a) Use. Operator shall use the Property for the sole purpose of providing valet parking services for automobiles and motorcycles. The Property shall be used for vehicle parking and related purposes, and for no other use or purpose.

 - (b) Compliance with Laws. Operator shall perform each duty and obligation imposed herein in full compliance with the Turlock Municipal Code, including procuring a business license from the City of Turlock, and other ordinances of the City, and all applicable laws of the State of California and the United States of America.

 - (c) Standard of Service and Performance. Operator agrees to provide a high standard of performance in the execution of all obligations and duties as hereinafter provided, particularly with respect to service given directly to the public by the Operator. The City reserves the right, through the office of the City Manager or his designee, to instruct the Operator as to the standard of performance when deemed necessary.

 - (d) Personnel. For the performance of any duties required by this Agreement, Operator shall employ, engage and retain only persons who are competent, efficient, qualified and of honest reputation. In addition, personnel shall not have been convicted of a crime of moral turpitude, a crime involving honesty or veracity, violence, dangerous or deadly weapons, sex, narcotics possession, vehicle theft, or operating a vehicle under the influence of alcohol or drugs. Operator shall maintain close supervision over all personnel to insure the integrity and maintenance of an honest and high standard of service to the public, as well as to insure that said persons discharge their duties in a courteous and efficient manner. At least one designated manager shall be present at either the Valet Lot or the pickup/drop-off location.

 - (e) Condition of the Property; Custodial Services. Operator accepts the Property in its "As-Is" state of repair and condition, and Operator expressly agrees that City has made no representations to Operator regarding the condition of the Property. No alterations to the Property shall be made by Operator without first obtaining City's written consent,

which City may grant or withhold in City's sole and absolute discretion. Operator shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Operator, and shall indemnify City to the fullest extent provided by Paragraph 6 below in connection with any such liens. Operator shall maintain the Property in a neat, clean and safe condition during the Term. Without limiting the generality of the foregoing sentence, Operator shall not permit any vehicles to remain on the Property overnight, nor perform any repair work to any vehicles on the Property, nor permit any patrons to perform any repair work to any vehicles on the Property. Any vehicles violating the foregoing restrictions shall be towed at Operator's expense. Operator shall not permit patrons to access the Property or vehicles parked thereon but shall instead require parking attendants to retrieve vehicles for patrons from parking spaces within the Valet Lot. Operator shall be responsible for removing any trash or debris from the Property at the conclusion of each day of the Term.

- (f) Traffic Control. Operator agrees to implement any necessary traffic control plans specified or approved by the Director of Development Services or designee to ensure the smooth flow of traffic in and out of the Valet Lot.
- (g) Safekeeping of Valet Lot. During all hours of operation, and whenever Operator is performing any obligation of this Agreement at the Valet Lot, Operator shall provide for the safekeeping of the Valet Lot. During hours of operation, Operator shall promptly report any suspicious or illegal activity, or the presence of unauthorized persons to the Turlock Police Department.
- (h) Payment to City after the Pilot Term; Accounting Records. Sixty (60) days prior to the end of the Pilot Term, the City and Operator shall negotiate a License Fee for the Renewal Term and the granting of this license. Operator shall remit to City, the negotiated License Fee. Said fee shall be issued in the name of the City of Turlock and is due to the City on or before the 5th day of each month.
 - (1) All fees, and any other monies collected at the valet station by Operator shall be collected in the manner prescribed by City.
 - (2) Operator shall maintain full and complete accounting records, in conformity with generally accepted accounting principles applied on a consistent basis, and Operator shall deliver to City a copy thereof, in such form and providing such information as the City may require within five (5) days upon written request from the City.

(a) Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering automobile Liability, code 1 “any auto.”
- (3) Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (4) Garage Keepers Liability: \$1,000,000.

(b) Minimum Limits of Insurance.

Operator shall maintain policy limits of no less than:

- (1) General Liability: \$2,000,000 combined single limit 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 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers Liability: Worker’s compensation limits as required by the labor code and employers liability limits of \$1,000,000 per accident.
- (4) Garage Keepers Legal Liability: Minimum amount of \$1,000,000 per location, per occurrence, with a maximum deductible of \$1,000 to provide collision and comprehensive coverage for vehicles.

- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or operator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions:

The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, agents and volunteers are to be covered as Insured with respect to liability arising out of activities performed by or on behalf of Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- b. Operator's insurance coverage shall be primary insurance as respects the City, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Operator's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- d. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Operator.

(3) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

- (f) Verification of Coverage: Operator shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before the commencement of the Term. The City reserves the right to require complete certified copies of all required insurance policies at any time.
8. Safety and Accidents. Operator shall comply with all laws and industrial safety standards. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Operator shall immediately notify the City Manager's Office by telephone at (209) 668-5542 extension 1101. Any reports prepared by Operator shall also be promptly submitted to the City Manager's Office.
9. Assignment. City has entered into this Agreement in part because of the qualifications of Operator. Accordingly, Operator shall not assign or transfer this Agreement or any of the rights or privileges herein agreed without the express written consent of City, which consent may be withheld with or without cause.
10. Termination. City reserves the right to immediately terminate this Agreement and revoke the License granted hereby in the event any one of the following circumstances occurs during the term of this Agreement:
- (a) The failure of Operator to maintain the quality and conditions of service imposed under the terms of this Agreement, upon two (2) days written notice to correct the condition(s) objected to.
 - (b) The failure of the Operator to keep in full force and effect at any time the policies and amounts of Insurance required in this Agreement upon five (5) days written notice to Operator to correct the condition(s).
 - (c) The happening of any act which results in the suspension or revocation of the rights, power, licenses, permits and authorities necessary for the conduct and operation of the City's parking facilities as herein authorized.
 - (d) Any substantial change in the ownership or proprietorship of Operator that, in the opinion of the City, is not in the best interest of the City or of the public.
 - (e) A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed by or against Operator and shall not be dropped or dismissed within thirty (30) days after the filing thereof.

- (f) Operator voluntarily discontinues its obligations under this Agreement for a period of two (2) days or more.
 - (g) Operator agrees that if this Agreement is terminated, Operator agrees to cooperate in every way possible with any succeeding Operator, so that the public shall not be inconvenienced by the change of Operators.
11. Operator's Duties Upon Expiration of Term. Operator agrees that if upon City's request, at expiration date of the term of this Agreement, or at the earlier termination thereof, Operator shall move its personnel and equipment from the Property, leaving the Property in good condition, reasonable wear and tear and acts of God excepted. Operator also agrees that at the expiration date of this Agreement or at the earlier termination hereof, Operator shall provide City with current, accurate financial records pertaining to the Valet Lot.
12. Possessory Interest Tax. Pursuant to section 107.6 of the Revenue and Taxation Code, City hereby advises, and Operator recognizes and understands, that this Agreement may create a possessory interest subject to property taxation and that Operator may be subject to the payment of property taxes levied on such interest. Operator shall pay, prior to delinquency, all taxes assessed against and levied upon Operator's possessory interest, if any.
13. Ownership. This Agreement conveys no ownership interest to Operator. City shall retain ownership of the licensed Property. City is free to license, assign, sell or otherwise dispose of its rights in said Property.
14. Miscellaneous Obligations:
- (a) Right of City to Inspect. City shall have the right, at any and all reasonable times, to inspect, examine and investigate any and all operations and activities of Operator and of its officers and employees, connected or related to the operation or maintenance of the Property or to the doing of any of the actions required by Operator under this Agreement, including the unlimited right to enter the Property at any time to inspect the Property and to determine whether the Operator is complying with all its obligations under this Agreement.
 - (b) Rates; Schedules; Locations of Valet Stands. Parking rates, methods of operation, discounts and allowances, and the locations of valet parking stands shall be approved in writing by City prior to implementation by Operator.
 - (c) Hours of Operation. Operator shall offer the valet parking services contemplated by this Agreement during the following hours (the "Operating Hours") during the Pilot Term: Sunday through Saturday from

5:00 PM to 2:00 AM. Operator shall be permitted to reduce days and times of operation in its sole discretion.

Operator may access the Property within one (1) hour prior to the start time noted above and continue to access the Property for one (1) hour after the end time noted above to complete any necessary maintenance or perform any other duty required of Operator by this Agreement other than accepting patrons' vehicles.

- (d) Uniforms. Operator agrees to have all parking personnel outfitted in uniforms acceptable to the City. Uniforms must be such that Valet Lot employees are readily recognizable as Valet personnel and which are easily visible at nighttime. City reserves the right to determine what identification will appear on the uniforms.
 - (e) Alterations/Additions. Operator shall not make any alterations, changes, or additions to the Property, or to any fixtures or equipment owned by City without first having obtained written consent of City.
 - (f) Nuisance or Waste. Operator shall not commit, permit or allow any nuisance or waste in, or damage to the Property, or permit the use of the Property for any illegal or immoral purposes.
15. Independent Contractor. Operator agrees that it is an independent contractor and that it is solely responsible for any and all City, State and Federal tax withholdings for any and all monies it receives in its performance of its obligations under this Agreement and agrees to fully indemnify and hold harmless the City as to any claims made by any Municipal, State and Federal agencies concerning tax withholdings. It is further understood by Operator that this Agreement does not create a joint venture, partnership or similar relationship between it and the City.
16. Conditions and Covenants. Each covenant herein is a condition, and each condition herein is as well a covenant by the parties bound thereby, unless waived in writing by the parties hereto.
17. Fair Meaning Construction. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Operator.
18. Notices. Any action, notice or request required to be taken, given or made by City hereunder may be taken, given or made by the City Manager, or such other person or persons as s/he may authorize for the purpose. All notices, requests, or other papers required to be given or delivered to Operator shall be deemed to be duly and properly given or made if mailed to City, postage prepaid, addressed to:

Access Control Experts International
c/o Law Offices of Michael Warda
2350 West Monte Vista Avenue
Turlock, CA 95382

or personally delivered to Operator at such address, or at such other address as Operator may designate in writing to City.

All notices, requests, or other papers required to be given or delivered to City shall be deemed to be duly and properly given or made if mailed to City, postage prepaid addressed to:

City Manager
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380-5456

or personally delivered to the City Manager at the City, or at such other address as City may designate in writing to Operator.

19. Miscellaneous.

- (a) City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party.
- (b) No Waiver; Severability. Failure of either party to enforce at any time during the term of this Agreement any provision hereof shall in no way be construed to be a waiver of such provision nor in any way effect the validity of this Agreement. In the event that any provision of this Agreement shall be deemed to be unenforceable by any arbitrator or court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
- (c) Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

20. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

21. Authorization to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

22. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Stanislaus County Superior Court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their duly authorized officers and representatives as of the date first above written.

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor

or

By: _____
Gary R. Hampton, City Manager

Date: _____

**ACCESS CONTROL EXPERTS
INTERNATIONAL**

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

RIGHT-OF-WAY

EXHIBIT "A"

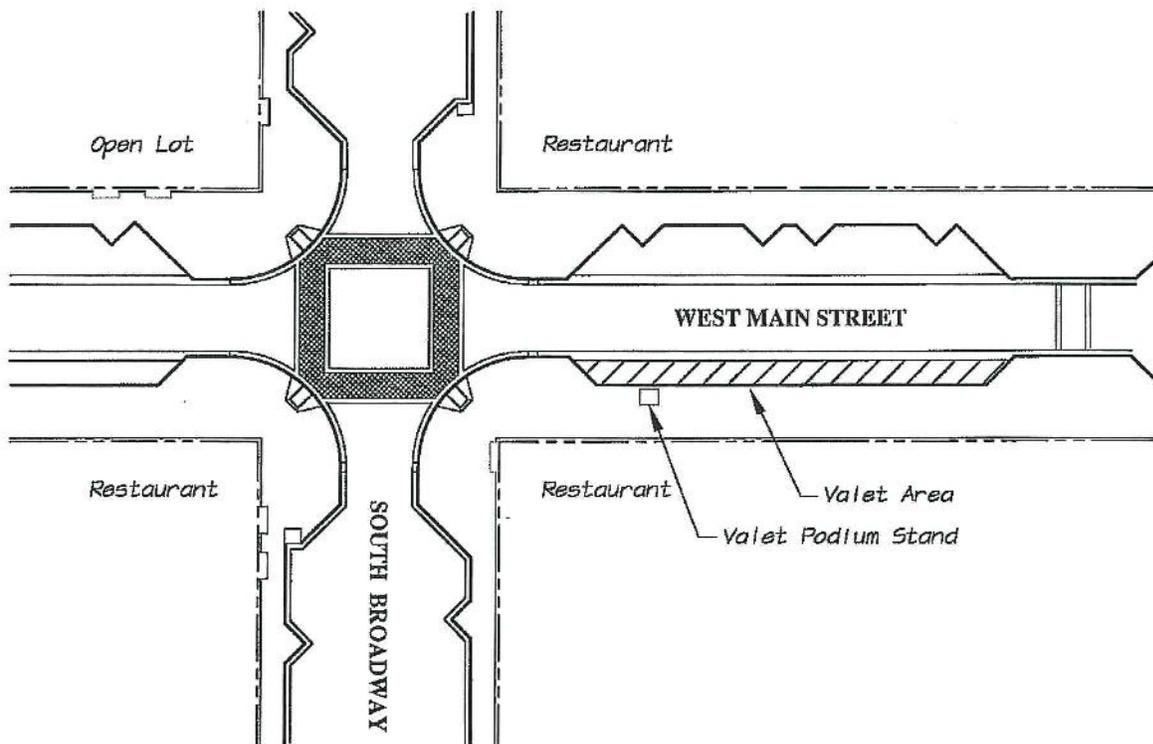


EXHIBIT C

DOWNTOWN CITY OF TURLOCK
VALET PARKING OPERATIONS PLAN

Valet service in Turlock shall be operated in accordance with the following terms and conditions:

Valet Operator

1. The valet operator shall obtain and maintain all necessary City, State and Governmental licenses and permits in conjunction with the services provided by this Agreement. Copies of such licenses and permits shall be provided to the City within three (3) days of request for the same.
2. Valet operator, at its own cost and expense, will employ, train, and supervise all persons reasonably necessary to carry out all obligations, responsibilities and duties assumed by it pursuant to this Agreement.
3. All valet attendants shall be uniformed as specified in the Valet Parking Nonexclusive, Nontransferable, Revocable License Agreement.
4. Valet operator shall maintain all insurance coverage and limits as specified in the Valet Parking Nonexclusive, Nontransferable, Revocable License Agreement.

Valet Stations

5. Valet stations are permitted at the following locations and hours:

LOCATION	# SPACES	DAYS	HOURS
South side of Broadway at Main Street between Broadway and First Street (Exhibit A)	5	Sunday through Saturday	5 PM to 2 AM

6. Vehicle drop-off operation shall be at the location set forth in Exhibit A and may occupy up to five (5) spaces.
7. Passenger loading and unloading shall not occur in travel lanes.
8. Valet operator shall post City-approved signs at least one hour prior to beginning of valet service at each valet station to inform vehicle owners of pending valet parking restrictions.

9. City shall install parking signs and/or electronic notification on parking spaces at valet locations for enforcement of valet parking restrictions at Operator's expense.
10. Valet service is permitted to operate all year during the approved days and times, except when prohibited by City in writing. City may prohibit use of the valet station or relocate the valet station to another location to accommodate special events and street closures.
11. Valet stations shall be maintained in good condition and free of debris or trash during valet operation.

Valet Parking

12. The valet operator shall utilize the City owned parking lot located at A and Broadway identified in Exhibit B only for parking of valeted vehicles.
13. Parking spaces shall be available for Operator to use during valet service hours. The City may require valet operator to acquire additional private parking spaces if parking capacity is exceeded on a recurring basis.
14. Vehicles must be taken to the Valet Lot immediately after drop-off.
15. Valeted cars shall not be parked in any public parking spaces other than those identified in Exhibit B, or in the valet stations, Exhibit A.
16. Vehicles cannot be parked, cued or stopped where prohibited by law.
17. Valet attendants shall not make U-turns on City streets when transporting vehicles.

Additional Terms and Conditions

18. Operator agrees to abide by any subsequent rules imposed by City in writing. Said rules shall become part of this Agreement and subject to all other terms and conditions provided herein.
19. The Turlock Police Department reserves the right to suspend the valet parking service at any time for public safety and traffic congestion. Re-opening of a station will be at the sole discretion of the officer.
20. Any request for valet service on days or times not specified above shall be made in writing at least two (2) working days prior to the proposed valet service to the City. The City Manager may approve said request. Failure to obtain approval may result in immediate termination of the valet service during those times and other penalties as deemed appropriate by the City.

City Council Synopsis

May 10, 2016



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Designating the annual 4th of July Fireworks Display a City Co-Sponsored event and appropriating \$5,000 annually to 120-10-120.47365 "Fireworks Display" from Fund 120 "Tourism" reserve balance for costs associated with the annual 4th of July Fireworks Display and authorizing the City Manager or his designee to determine how the funds will be used toward the 4th of July Fireworks Display each year

2. DISCUSSION OF ISSUE:

At the April 26, 2016 meeting, City Council was asked to affirm or modify the 2016-17 Community Events and Activities Grant funding as submitted by the Parks, Arts and Recreation Commission. Included in the submission was a request from the Turlock Chamber of Commerce in the amount of \$5,000 for the purpose of marketing the 4th of July celebration activities. As part of Council's action, the Chamber's request was removed from consideration and staff was directed to bring back a separate item to formally designate the 4th of July Fireworks Display as a "City Co-Sponsored" event and to establish an annual appropriation of \$5,000 within the Tourism Fund for this event.

These funds will be budgeted annually and will be designated to off-set costs associated with the annual 4th of July Fireworks Display. Funds appropriated this fiscal year will be used to market the 4th of July celebration activities as outlined in the Chamber's original grant proposal. Future allocations may be used for 4th of July Fireworks Display related activities including, but not limited, to marketing and operations as determined by the City Manager or his designee.

3. BASIS FOR RECOMMENDATION:

Policy Goal #5: Economic Development

OK for Agenda
[Handwritten signature]

General Principle:

5. Promote and support tourism.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$5,000

Budget Amendment: Appropriate \$5,000 to account number 120-10-120.47365 "Fireworks Display" from Fund 120 "Tourism" reserve balance for costs associated with the annual 4th of July Fireworks Display.

5. CITY MANAGER'S COMMENTS:

Supports implementation of this appropriation.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may choose to modify the appropriation.
- B. Council may choose not to designate this as a City Co-Sponsored event.
- C. Council may choose not to approve the appropriation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DESIGNATING THE }
ANNUAL 4TH OF JULY FIREWORKS DISPLAY A }
CITY CO-SPONSORED EVENT AND }
APPROPRIATING \$5,000 ANNUALLY TO 120-10- }
120.47365 "FIREWORKS DISPLAY" FROM FUND }
120 "TOURISM" RESERVE BALANCE FOR }
COSTS ASSOCIATED WITH THE ANNUAL 4TH }
OF JULY FIREWORKS DISPLAY AND }
AUTHORIZING THE CITY MANAGER OR HIS }
DESIGNEE TO DETERMINE HOW THE FUNDS }
WILL BE USED TOWARD THE 4TH OF JULY }
FIREWORKS DISPLAY EACH YEAR }

RESOLUTION NO. 2016-

WHEREAS, at the April 26, 2016 meeting, Council was asked to affirm or modify the 2016-17 Community Events and Activities Grant funding as submitted by the Parks, Arts and Recreation Commission; and

WHEREAS, included in the submission was a request from the Turlock Chamber of Commerce in the amount of \$5,000 for the purpose of marketing the 4th of July celebration activities; and

WHEREAS, as part of Council's action, the Chamber's request was removed from consideration; and

WHEREAS, staff was directed to bring back a separate item to formally designate the 4th of July Fireworks Display as a "City Co-Sponsored" event and to establish an annual appropriation of \$5,000 within the Tourism Fund for this event; and

WHEREAS, these funds will be budgeted annually and will be designated to off-set costs associated with the annual 4th of July Fireworks Display.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby designate the annual 4th of July Fireworks Display a City Co-Sponsored event and appropriate \$5,000 annually to 120-10-120.47365 "Fireworks Display" from Fund 120 "Tourism" reserve balance for costs associated with the annual 4th of July Fireworks Display and authorizes the City Manager or his designee to determine how the funds will be used toward the 4th of July Fireworks Display each year.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of May, 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

May 10, 2016



8C



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Ad Hoc Committee's review of the City's street tree ordinances and policies

Resolution: Rescinding Resolution No. 88-130 and adopting the revised Subdivision Street Tree Theme List and Map

2. DISCUSSION OF ISSUE:

Subdivision Street Tree Theme List

On June 23, 2015, City Council established an ad hoc subcommittee to review the City's street tree ordinances and policies. The committee, consisting of two Councilmembers and City staff met on March 9th and April 6th to conduct the review. As a result of Council's ad hoc subcommittee's review of the City's street tree policies, the Parks, Recreation and Public Facilities Department is requesting to rescind Resolution No. 88-130 and adopt a revised Subdivision Street Tree Theme list and map (Exhibit "A"). The committee found that many of the species of trees on the original list should no longer be planted for a variety of reasons including, but not limited to, high root systems, susceptibility to mistletoe or other diseases, insufficient parkway strip space and not being drought tolerant. This determination was confirmed by an outside review by a local nursery owner and a landscape architect contracted with the City. Over the last 3 years, City staff has seen an increase in the number of property owners requesting to remove and replace their street trees due to these issues. As a result, staff has worked on a case by case basis to provide property owners with more than one street tree type to choose from, allowing flexibility, while still maintaining a neighborhood theme for each area in the City of Turlock. This update will allow City staff to formalize the revised list of species options.

Street Tree Parkway Design Standards and Policies

In addition to the street tree list, the committee also researched the street tree parkway design standards and maintenance policies of other municipalities. The City's current standard of requiring the placement of street trees in 6-foot parkway strip located in

OK for Agenda
EHL

residential areas is not uncommon among the cities surveyed. As an alternative to the parkway strip, some cities require a tree to be planted directly behind the sidewalk, within a public utility easement to provide shade for pedestrians; however, placing trees in this area could create conflicts with underground utilities that are located within the easement. Almost all of the cities and master plans surveyed have adopted wider standards (roughly 8- to 10-foot) for parkway strips on arterials and collectors similar to Turlock. After reviewing the various approaches, the Committee has determined our current standards and policies to be consistent with the overall design goals for our community and reflects a reasonable approach to managing these resources.

Street Tree Maintenance Financial Assistance Program

Also related to this review, is the implementation of the “Street Tree Maintenance Financial Assistance Program”. This program will help to off-set the challenges associated with the high cost of street tree maintenance. This program will assist income qualifying property owners with the maintenance of their street tree and provides a means to effectively addressing street tree related hazards.

All of these efforts have taken place as part of the subcommittee’s review of our Street Tree ordinances, policies, standards and practices.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

6. Protect and manage Turlock’s urban forest, including street trees.

Action Item:

11. Conduct a comprehensive review of the sidewalk and street tree ordinances and policies.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There will be no additional fiscal impact as the \$10,000 appropriation for the financial assistance program has already been included in the 16/17 budget.

Budget Amendment: N/A

5. CITY MANAGER’S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. City Council may choose not to approve the proposed changes.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 88-130 AND ADOPTING }
THE REVISED SUBDIVISION STREET TREE }
THEME LIST AND MAP }
_____ }

RESOLUTION NO. 2016-

WHEREAS, on June 23, 2015, City Council directed the review of the City's street tree ordinances and policies; and

WHEREAS, as a result of Council's ad hoc subcommittee's review of the City's street tree policies, the Parks, Recreation and Public Facilities Department is requesting to rescind Resolution No. 88-130 and adopt a revised Subdivision Street Tree Theme list and map; and

WHEREAS, the committee found that many of the species of trees on the original list should no longer be planted for a variety of reasons including, but not limited to, high root systems, susceptibility to mistletoe or other diseases, insufficient parkway strip space and not being drought tolerant; and

WHEREAS, over the last 3 years, City staff has seen an increase in the number of property owners requesting to remove and replace their street trees due to these issues; and

WHEREAS, staff has worked on a case by case basis to provide property owners with more than one street tree type to choose from, allowing flexibility, while still maintaining a neighborhood theme for each area in the City of Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 88-130 and adopts the revised Subdivision Street Tree Theme List and Map as follows:

Section 1: Pursuant to the provisions of the Turlock Municipal Code, the following Theme Streets, Subdivision Street Trees and Standards are established.

Section 2: Selection. The property owner, builder or developer shall plant the named tree as designated in Section 3 of this Resolution titled City Street Tree List for planting within the areas as defined therein. In established areas which are predominantly planted in a particular species, owners shall when replacing or planting trees, where trees have been removed, select a tree which has the same characteristics and adult size as the existing street trees.

Section 3: City Street Tree List. The following trees are hereby authorized as City Street trees for planting in the designated area on the City Street Tree Map (Exhibit A).

Small trees: 20-35ft

1. Paperbark Maple (*Acer griseum*) **New**
2. Frontier Elm (*Ulmus Frontier*)
3. Trident Maple (*Acer bergianum*)
4. Ginko (*Ginko biloba* Autumn Gold)
5. Keith Davey Chinese Pistache- (*Pistacia chinensis*)
6. Mimosa/Silk Tree (*Albizia julibrissin*) **New**
7. Eastern Red Bud (*Cercis canadensis*) **New**

Medium trees: 30-70ft

1. Red Maple October Glory (*Acer rubrum*)
2. Big Leaf Maple (*Acer macrophyllum*) **New**
3. Scarlet Maple (*Quercus Coccinea*)
4. Red Maple (*Acer rubrum* Red Sunset)
5. Northern Red Oak (*Quercus rubra*)
6. Linden Littleleaf (*Tilia cordata*)
7. Goldenrain Tree (*Koelreuteria paniculata*)

Large trees: 40-90ft

1. Tuliptree (*Liriodendron tulipifera*)
2. Southern Magnolia (*Magnolia grandiflora*)
3. Shumard Red Oak (*Quercus shumardii*)
4. Sawleaf Zelkova (*Zelkova serrata*)
5. California Sycamore (*Plantanus racemoes*)
6. Sycamore London Plane Tree (*Plantanus x acerfolia* "Blood Good")
7. Southern Live Oak (*Quercus virginiana*)

Trees no longer being planted due to issues such as high root systems, susceptibility to mistletoe, disease and not being drought tolerant.

1. Bradford Pear (*Pyrus calleryana*)
2. London Plane (*Platanus acerifolia*)
3. Carob (*Ceratonia siliqua*)
4. Fern Pine (*Podocarpus gracilior*)
5. Chinese Hackberry (*Celtis sinensis*)
6. Raywood Ash (*Fraxinus angustifolia*)
7. Maidenhair (*Maytenus boaria*)
8. Capitol Pear (*Pyrus calleryana*)
9. Evergreen Pear (*Pyrus kawakamii*)

Section 4: Standard Specification and Drawings. The City of Turlock Standard Specifications and Drawings as adopted by the City Council shall apply to the installation of all street trees.

Section 5: Street Tree Standards. The following are the minimum standards for street trees acceptable for planting in the right-of-way or planting easements.

A. Size of Materials.

1. Deciduous trees, bare root trees (for planting from January through March).
 - a. Height – 6 feet
Caliper – 5/8" to 3/4" measured 12" above planting depth.
2. Deciduous trees, container grown, and broad leaf evergreen.
 - a. Number 7 and Number 15
Height – 6 feet
Caliper – 5/8" to 3/4" measured 12" above the potting soil.

B. Condition of Materials.

1. All trees are to be vertically straight, firmly staked and tied with a single central main leader developed to gain an eventual unbranched height of at least five feet.
2. All plants are to be free of insects, noxious weeds, disease and

rootbound condition; in a vigorous healthy condition free of breakage and mechanical damage.

- C. **Staking and Protection.** Staking of young trees shall be in conformity with the University of California at Davis, Bulletin No. OSA 145, titled "Staking Young Landscape Trees."
- D. **Responsibility.** The developer or builder shall at the time of transfer of title, or final inspection when the owner is acting as the builder/contractor, provide on the lot a viable growing street tree as required in Section 3 of this Resolution.
- E. **City Acceptance.** The City will reject any materials not found to meet the above minimum requirements, or otherwise not found to be acceptable.

Section 6. Rights.

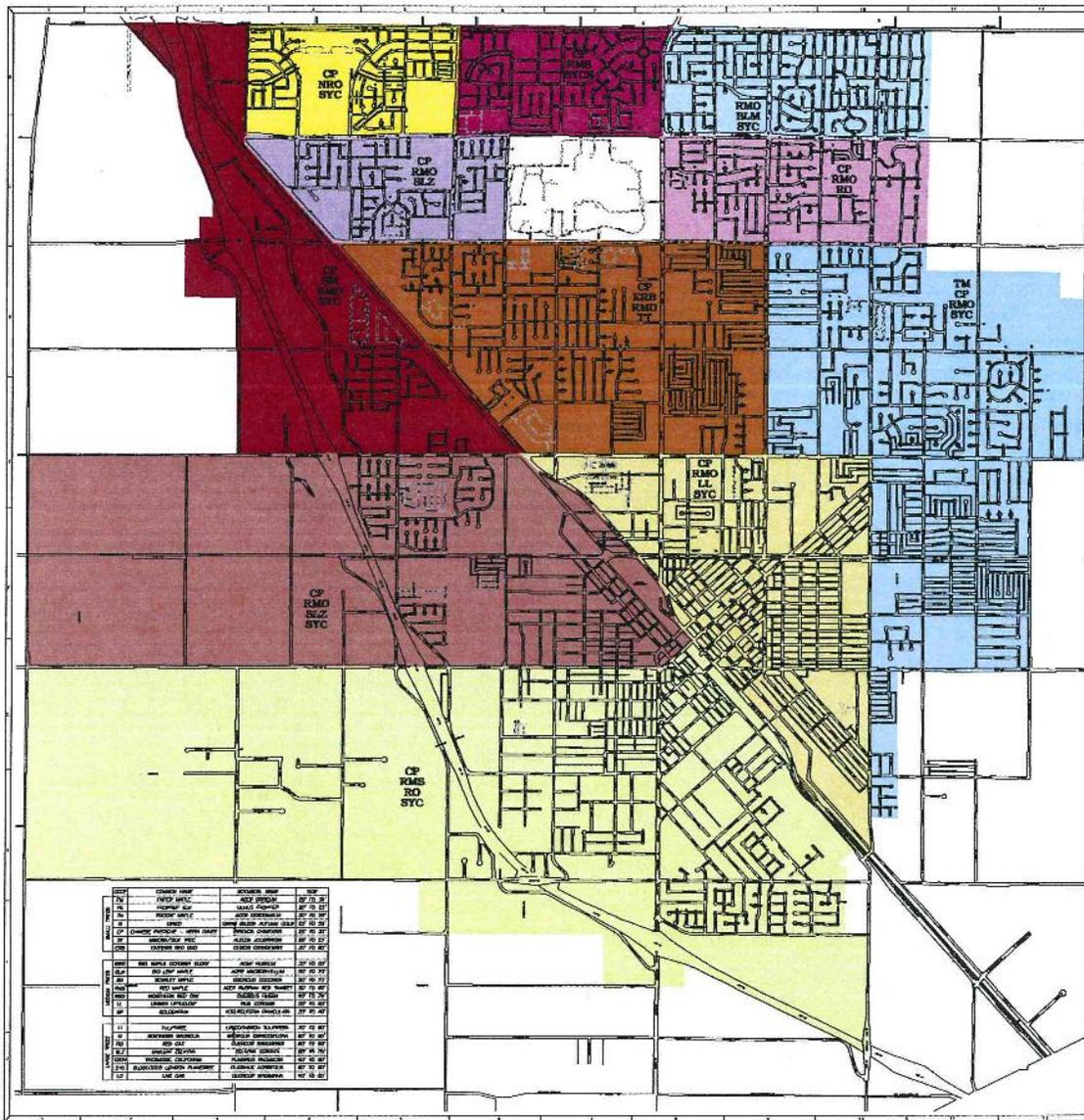
- A. Nothing contained herein will prohibit the City from requiring larger sized materials, or species other than specified by this Resolution as a condition of rezoning, conditional use permit, or other action.
- B. The City may authorize trees not on the City Street Tree list as part of an approved landscape plan for a specific public or private project.
- C. The Parks, Recreation & Public Facilities Director or designee may authorize exceptions to the provisions of this Resolution when the subdivision contains lots with frontages of less than fifty (50) feet.
- D. This Resolution may be rescinded and a new Resolution adopted from time to time as new species of trees are introduced or approved trees are otherwise not found to be acceptable.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of May, 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



STREET INDEX

1st St	2nd St	3rd St	4th St	5th St	6th St	7th St	8th St	9th St	10th St	11th St	12th St	13th St	14th St	15th St	16th St	17th St	18th St	19th St	20th St	21st St	22nd St	23rd St	24th St	25th St	26th St	27th St	28th St	29th St	30th St	31st St	32nd St	33rd St	34th St	35th St	36th St	37th St	38th St	39th St	40th St	41st St	42nd St	43rd St	44th St	45th St	46th St	47th St	48th St	49th St	50th St	51st St	52nd St	53rd St	54th St	55th St	56th St	57th St	58th St	59th St	60th St	61st St	62nd St	63rd St	64th St	65th St	66th St	67th St	68th St	69th St	70th St	71st St	72nd St	73rd St	74th St	75th St	76th St	77th St	78th St	79th St	80th St	81st St	82nd St	83rd St	84th St	85th St	86th St	87th St	88th St	89th St	90th St	91st St	92nd St	93rd St	94th St	95th St	96th St	97th St	98th St	99th St	100th St
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ZONE	GENERAL USE	MINIMUM LOT AREA	MINIMUM LOT WIDTH	MINIMUM FRONT YARD SETBACK	MINIMUM SIDE YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK
CP	COMMERCIAL PROFESSIONAL	5,000	30	10	5	5	10	5	5
RM	RESIDENTIAL MEDIUM DENSITY	5,000	30	10	5	5	10	5	5
HO	RESIDENTIAL SINGLE-FAMILY	5,000	30	10	5	5	10	5	5
SYC	SINGLE-FAMILY CROWN	5,000	30	10	5	5	10	5	5

LEGEND

LINE	---
STREET	---
RAILROAD	---
WATER MAIN	---
SEWER MAIN	---
POWER MAIN	---
STREET LIGHT	---



8D



City Council Synopsis

May 10, 2016

From: Michael I. Cooke, Municipal Services Director
Prepared by: Michael I. Cooke, Municipal Services Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Water Supply Agreement between the City of Turlock and Del Puerto Water District for the sale of recycled water to Del Puerto Water District conveyed via the North Valley Regional Recycled Water Program

2. DISCUSSION OF ISSUE:

The Turlock Regional Water Quality Control Facility produces approximately 10 million gallons per day of disinfected tertiary (recycled) wastewater that may be put to direct beneficial use. The City's wastewater is currently discharged into the San Joaquin River -- a tributary to the San Francisco-Bay Delta and an impaired water body under the Clean Water Act. Therefore, the City is subject to increasingly stringent wastewater discharge requirements and, subsequently, increased wastewater treatment costs.

For instance, the City's current wastewater discharge has a provision that requires either the installation of a new disinfection system (ultra violet light instead of chlorine) or ceased discharging to the San Joaquin River by December 31, 2019. The cost of UV disinfection facilities is estimated at \$15 million and the cost of operation (electricity and labor) is also significant.

In his 1998 State of the City Address, Mayor Curt Andre established the goal of removing the City's wastewater from the San Joaquin River in order to put the City's wastewater to beneficial use and to help protect the City and its rate-payers from the rising costs of increased regulatory requirements.

Over the years, the City has moved closer to achieving this objective by installing tertiary wastewater treatment facilities (a \$35 million improvement project in 2006) and removing its effluent from Turlock Irrigation District's Harding Drain (a \$20 million pump station and pipeline in 2014).

OK for Agenda
[Signature]

Starting in 2001, the City has studied a number of alternative wastewater reuse projects. Ultimately, in 2010, the City became a member of the North Valley Regional Recycled Water Program (NVRWP), a Joint Powers Agreement between the Cities of Modesto and Turlock and Del Puerto Water District. The purpose of the Partnership is to construct a pump station and pipelines to convey recycled water from Turlock and Modesto to the Delta-Mendota Canal for agricultural use by Del Puerto Water District and for wildlife refuges by the US Bureau of Reclamation.

The NVRWP is the single largest recycled water conveyance project in the country. Further, it is the first ever recycled water project for the US Bureau of Reclamation, the owner and operator of the Delta-Mendota Canal.

After six years of effort, the NVRWP is close to reality: the environmental work is complete and certified, the Cities have a joint permit to discharge recycled water into the DMC, and Del Puerto is in the final throes of receiving its approvals from the US Bureau of Reclamation. Before the City of Turlock can commence the design and construction of its component of the project, however, financing must be secured.

The City has submitted an application for a low-interest loan to the State Water Resources Control Board for a Clean Water State Revolving Fund (CWSRF). Preliminarily, the City is in line to receive a 30-year loan with a 1.7% interest rate. Further, some State grant funds may also be available for the project. Conservatively, the estimated project cost is \$30-34 million.

In order to receive the CWSRF loan, the City must have adequate revenues to service the debt repayments. Throughout the project's development, Del Puerto has committed to fully fund the cost of the project. The proposed Water Supply Agreement memorializes this understanding: revenue from Del Puerto would be pledged to repay the CWSRF loan, and any excess revenues would accrue to the Water Quality Control Fund (410). In effect, the agreement means that there would be no cost to Turlock ratepayers for both the construction and the operation of the project.

In October 2015, Del Puerto and Modesto signed a water supply agreement whereby Del Puerto would pay for all financing costs (principal and interest), all operations and maintenance costs, and also provide a small "premium" that would provide additional revenues to Modesto. The City of Turlock and Del Puerto have been negotiating a similar agreement over the past few months.

The basic outline of the agreement is as follows:

Term: 40 years

Price: \$175 per acre foot (an acre foot is 325,828.8 gallons)

Excess revenue ("premium") to Turlock: \$28-32 million over 40 years (estimated)

The size of Turlock’s premium will vary based on how much recycled water the City can deliver to Del Puerto. In the first five years of the agreement, when the volume of recycled water is not adequate to fund all of the City’s financing and operations costs, Del Puerto will pay more than \$175 per acre foot to make the City whole. In later years, where the volume of recycled water increases due to growth, the City’s premium will be capped at \$30 per acre foot – effectively reducing Del Puerto’s costs to less than \$175 per acre foot. The following table is illustrative, and assumes a loan principal of \$30 million with a 1.7% interest rate:

Recycled Water Volume	Revenue at \$175 / AF	Principal and Interest	Operations and Maintenance	Turlock Premium	Final Water Price
8,000 AF	\$1,400,000	(\$1,284,878)	(\$250,000)	\$0 ¹	\$192 / AF
10,000 AF	\$1,750,000	(\$1,284,878)	(\$250,000)	\$215,122	\$175 / AF
12,000 AF	\$2,100,000	(\$1,284,878)	(\$250,000)	\$360,000 ²	\$158 / AF
1. City’s costs exceed revenue, Del Puerto pays more than \$175 to make City whole 2. Premium Cap of \$30 / AF reached					

In 2015, Turlock treated 10,400 acre feet of wastewater of which 1,050 acre feet was supplied to Turlock Irrigation District (TID) for cooling purposes and 50 acre feet was supplied to Pedretti Park for landscape irrigation. This means that 9,300 acre feet was discharged to the San Joaquin River.

It is also important to remember that, through the Stanislaus Regional Water Authority (SRWA), the City has committed to providing TID with 2,000 acre feet of recycled water per year as part of a Water Sales Agreement to obtain raw water from the Tuolumne River. This means that in the early years of this agreement, the volume of recycled water may be such that Turlock will make little to no premium on the sale of recycled water to Del Puerto.

Nevertheless, the entire cost of financing and operating the pipeline will be covered by Del Puerto; therefore, there will be no impact to existing Turlock rate-payers. Over time, the City anticipates that wastewater flows will increase as the City grows and more industries locate in Turlock. Further, there are opportunities for stormwater capture and other innovations that could increase the City’s volume of recycled water. Certainly, the proposed agreement with Del Puerto creates an incentive for the City to take a more holistic view of its entire portfolio of available water resources.

Conversely, after 30 years, once the CWSRF is repaid, Turlock will receive \$175 per acre foot for the next 10 years with no cap on the premium the City can receive. This will result in significant revenue to the City.

At the end of 40 years, Del Puerto has the right to renew on mutually acceptable terms and conditions. If terms for an extension cannot be reached, Turlock may

negotiate with a different buyer; however, Del Puerto retains a right of first refusal for a period of five years after the Agreement has expired.

As with any agreement, there is an element of risk. For instance, if Del Puerto ceases operation before the loan is repaid, the City will be responsible for the outstanding debt should a different buyer not be found. Further, while unlikely, discharge requirements for the DMC may become excessively restrictive which may limit the City's ability and/or costs to discharge to the DMC. Overall, however, the benefits of the Agreement outweigh the foreseeable risks, and approving the Agreement would advance one of the City's long-term goals.

In conclusion, the Agreement removes the City's recycled water from the San Joaquin River, puts it to beneficial use, provides a steady stream of revenue that fully funds all costs of the project, and provides excess revenue to the Water Quality Control Fund.

3. BASIS FOR RECOMMENDATION:

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:

3. Maximize the beneficial reuse of recycled water.

Implementation Measures:

- Complete construction of the North Valley Regional Recycled Water Project (NVRWP) (no later than July 1, 2019).
- Remove all wastewater discharge from the San Joaquin River (no later than December 31, 2019).

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The estimated cost of the project is \$30-34 million to be funded by a low-interest loan from the Clean Water State Revolving Fund (CWSRF).

Revenue from this Agreement will fully fund both the financing costs (principal and interest) as well as the operation and maintenance cost of the facilities. Further, as

recycled water flows increase, the Agreement will provide additional revenue to the Water Quality Control Fund. Therefore, the Agreement will not impact existing rate-payers.

One of the terms of the City's permit to discharge to the DMC is to install treatment facilities to "denitrify" its wastewater. The City Council recently approved a contract with Carollo Engineers to design these improvements. The preliminary estimated cost is \$4-6 million which will be funded from reserves in the Water Quality Control Fund (410). While this is not a requirement in the City's existing permit for the San Joaquin River, it is a likely requirement in the next permit cycle. Therefore, regardless of the City's future discharge location, improvements for denitrification have been planned and anticipated for some time.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

An environmental impact report (EIR) was certified for this project. The Turlock City Council considered the EIR and adopted the appropriate findings on August 11, 2015.

7. ALTERNATIVES:

- A. Do not enter into an Agreement with Del Puerto and do not construct the project. This is not recommended as Turlock must remove its wastewater from the San Joaquin River by December 31, 2019 or install expensive wastewater treatment facilities. The NVRWP and the Agreement with Del Puerto have proven to be the most cost effective option for achieving the City's long-term goal of removing its wastewater from the San Joaquin River.
- B. Continue to negotiate with Del Puerto. This alternative is not recommended. While the price of irrigation water in short-term deals is often much higher, this long-term agreement provides a steady revenue stream that allows the City to obtain a low-interest State loan. As an aside, Del Puerto must pay a conveyance cost to the US Bureau of Reclamation for the recycled water of \$88.80 per acre foot (and adjusted annually). Therefore, the effective cost of the City's water to the Del Puerto growers is \$263.80 per acre foot.

WATER SUPPLY AGREEMENT BETWEEN
THE CITY OF TURLOCK AND
DEL PUERTO WATER DISTRICT

This Water Supply Agreement ("Agreement") dated this 10th day of May 2016 is made by and between the CITY OF TURLOCK ("City"), and DEL PUERTO WATER DISTRICT ("Del Puerto") (referred to jointly in this Agreement as "the Parties"). This Agreement is made in furtherance of and supplements the "First Amended and Restated North Valley Regional Recycled Water Program Joint Powers Agreement", the "JPA", that the Parties are signatories to along with the City of Modesto, dated October 6, 2015.

RECITALS

- a. Del Puerto is a California water district, duly formed and operating under the laws of the state, and is empowered to enter into contracts to manage the water supply available to it for the benefit of its landowners and water users, and

- b. City is a California municipal corporation and general law city, duly formed and operating under the laws of the state, and is empowered to enter into contracts to manage its water resources for the benefit of its constituents, and

- c. Del Puerto and the City are both signatories to the May 2010 North Valley Regional Recycled Water Project Collaborative Partnership MOU, which was organized to further efforts of the North Valley Regional Recycled Water Program (NVRWP), and of which the Cities of Ceres and Modesto and the County of Stanislaus are also signatories, and

- d. All of the capitalized terms used in this Agreement have the same meaning as provided in the JPA, unless otherwise stated herein, and

- e. The Parties seek to implement a Project ("Project" herein) generally described as the planning, environmental review, design, construction, operation, maintenance, and management of a) a pump station, a pipeline and related facilities to convey Recycled Water from a Pump Station at the Modesto wastewater treatment plant to a point of discharge at the Delta-Mendota Canal (the "Modesto Point of Discharge") (all of subsection a) being "the Modesto Project Component") and b) an existing pump station, a pipeline and related facilities to convey Recycled Water from the Turlock Regional Water Quality Control Facility (RWQCF) to a Pump Station at the Modesto wastewater treatment plant where it will be conveyed via the Modesto Project Component to the Modesto Point of Discharge (the "Turlock Point of Discharge") (all of subsection b) being "the Turlock Project Component"), and

f. On July 7, 2015, the Modesto City Council adopted Resolution 2015-239, certifying the Final Environmental Impact Report (FEIR) for the North Valley Regional Recycled Water Program in accordance with the California Environmental Quality Act (CEQA), and on July 8, 2015, the Del Puerto Water District Board of Directors and on August 11, 2015, the Turlock City Council, each considered the Final Environmental Impact Report (FEIR) for the North Valley Regional Recycled Water Program (NVRWP) in accordance with the California Environmental Quality Act (CEQA), and made certain findings concerning environmental impacts and mitigation measures, and adopted a Mitigation Monitoring and Reporting Program, in connection with approval of the NVRWP contemplated by the Final Environmental Impact Report, and

g. The City of Modesto has currently submitted an application to the State Water Resources Control Board's ("SWRCB") Clean Water State Revolving Fund ("CWSRF") for a loan, listing the City of Turlock and Del Puerto Water District as Partnering Agencies, and

h. On September 11, 2015, the United States Bureau of Reclamation (USBR) published a Notice of Availability under NEPA and hereafter is expected to issue its Record of Decision for the NVRWP, and

i. Del Puerto is entitled to receive Central Valley Project (CVP) water pursuant to long-term Water Service Contract No. 14-06-200-922-LTR1 between the USBR and Del Puerto, and said contract supply is subject to severe and ongoing shortages due to various hydrologic and regulatory constraints, and

j. Del Puerto intends by this Agreement to (1) obtain additional Program Water to offset in part shortfalls in its CVP irrigation supply, (2) maintain the agricultural viability of District lands, and (3) assist its landowners and water users in obtaining a reliable and affordable water supply, and

k. By providing Program Water to Del Puerto pursuant to this Agreement, the City intends to (1) provide regional economic benefit to both Del Puerto and the City, (2) provide for reasonable and beneficial agricultural use of recycled water supplies by Del Puerto, and (3) continue to maintain and secure this financially beneficial sale of City tertiary treated wastewater for the long term benefit of the City's constituents.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. CONDITIONS PRECEDENT

This Agreement shall only be effective, if and when each of the following conditions has been satisfied:

- a) USBR has completed its environmental review pursuant to NEPA and other applicable laws and has issued a Record of Decision (ROD);
- b) Del Puerto has approved a form of long-term Warren Act Contract offered by USBR providing for introduction and conveyance of the Program Water in the DMC and storage of same in San Luis Reservoir;
- c) City has obtained and/or secured other approvals necessary for the Project to be constructed and operated, including, but not limited to: a conveyance / operations agreement with the City of Modesto for use of the Modesto Project Component, any necessary water rights approvals from the State Water Resources Control Board, a NPDES discharge permit from the Regional Water Quality Control Board, and any other applicable permits;
- d) Del Puerto has obtained a License from USBR for construction and operation/maintenance of the Project inlet facility on the DMC right of way;
- e) City in combination with the City of Modesto, under conditions acceptable to the City, have agreed upon conditions for utilizing a portion of the CWSRF loan funds allocated to the NVRWP, or has alternately secured a combination of one or more state or federal low interest loans and/or grants for all Project costs with loan terms acceptable to Del Puerto and the City prior to the City's issuing a notice to proceed for construction of the Project. If not obtained, absent the Parties agreeing to an alternative arrangement, either Party may terminate the Water Supply Agreement prior to the start of construction. The City of Modesto has currently submitted an application to the Clean Water State Revolving Fund ("CWSRF") for such a loan, listing the City of Turlock and Del Puerto as Partnering Agencies;
- f) The Project is operational and Program Water is being delivered to Del Puerto via the DMC, initially contemplated to be approximately up to 7,900 acre-feet per year;
- g) The Project's total capital costs, as determined by the total principal to be financed by the City, shall not exceed \$34 million (thirty-four million dollars).

2. TERM. The term of this Agreement will be forty years from the effective date of the Warren Act Contract for the Project. Del Puerto shall have the option to renew and extend the Water Supply Agreement for up to an additional term of forty (40) years if the Parties both agree to the terms and conditions of the extension. If Del Puerto elects to exercise said option to renew, it shall notify Turlock at least two years prior to the expiration of the initial term, and the Parties shall forthwith commence negotiations concerning the terms and conditions of the extension term. If Del Puerto exercised said option but the Parties do not reach agreement on terms and conditions for an extension of the term, and within five (5) years of expiration of the initial term of this Agreement the City negotiates terms with another party for receipt of its Recycled Water, then Del Puerto shall have a right of first refusal to contract with the City for its Recycled Water under substantially the same terms and conditions as the City has negotiated with the other party, if exercised within sixty (60) days of notice from the City of such negotiated terms.

3. QUANTITY. As further described in the JPA, the estimated quantity of Recycled Water to be provided is initially 7,900 AFY and is projected to increase over time contingent upon growth in wastewater flows in Turlock.

3.1 The quantity of Program Water delivered by City shall be measured at the City's inlet to the Modesto Project Component pump station, which shall be combined with Program Water delivered by the City of Modesto and measured at the inlet structure on the DMC, which metering device shall be approved by all Parties. Del Puerto shall not bear the risk of loss associated with conveyance through the Modesto Project Component, and Del Puerto shall bear the risk of loss associated with storage of Program Water in the CVP system, if needed. Del Puerto shall also be responsible for USBR assigned conveyance losses of Program Water in the DMC, presently estimated to be five percent (5%).

4. SCHEDULING AND USE.

4.1 The parties shall cooperate in scheduling the delivery of the Program Water in a manner to reasonably maximize the beneficial use by Del Puerto, provided such schedule does not adversely affect City's treatment plant operations, and any applicable NPDES Permit requirements, any other approval or permit requirements or existing agreements for the use of its recycled water.

4.2 Del Puerto shall be responsible for scheduling the delivery of the Program Water into the DMC with USBR.

4.3 City shall not utilize the discharge facilities into the DMC for any use other than delivering Program Water to Del Puerto during the term of this Agreement, or any extension thereof.

4.4 Del Puerto may not sell, lease, transfer, loan or in any other manner direct or convey Program Water to anyone other than its customers within its district boundaries, except as Program Water may be sold, leased, transferred, exchanged or loaned to refuges as contemplated in the FEIR/FEIS.

4.5 During the term of this Agreement the Modesto Project Component and the portion of the Turlock Project Component located downstream of the existing standpipe structure at the San Joaquin River shall be utilized solely to convey Program Water into the DMC for the benefit of Del Puerto, unless Del Puerto materially defaults under this Agreement or cannot otherwise perform its obligations under this Agreement.

5. WATER QUALITY. The quality of the Program Water must meet the standards for introduction of non-project water into the DMC, as that may be modified from time to time. City shall be responsible for the costs to provide such quality of Program Water and to obtain and maintain any requisite permits and approvals for discharge of Program Water into the DMC from USBR, the Regional Water Quality Control Board and any other applicable regulatory agency, as well as costs associated with testing and monitoring required by such agencies, except as otherwise provided at Section 7.5, subject to potential future adjustment of the price Del Puerto pays the City for Program Water as provided for at Section 7.6.

6. PROJECT FUNDING

6.1 Soft Costs: Project costs for administration, planning, environmental, design, legal, construction management and engineering services, including all of the City's costs incurred in the Phase II and Phase IV Feasibility Studies for the proposed Project, which shall be the subject of a final reconciliation by all Parties to the JPA. Any additional allowable "staff-costs" of each Party shall be funded through current rates or reserves of the respective Party. However, pursuant to paragraph 4.4 of the JPA such cost and expenses are subject to possible reimbursement by Clean Water State Revolving Funds, excepting those referenced in JPA paragraph 4.5 (D).

6.2 Hard Costs: Any and all costs to construct the Turlock Project Component, including soft costs incurred by the contractor. As further described in section 1(e), this Agreement is contingent on funding from low interest loans and/or grants to construct the Project.

6.3 All of the costs of the Letter of Agreement No. 14-WC-20-4541, being pre-funded by Del Puerto DPWD for United States Bureau of Reclamation ("USBR") involvement in the NEPA process, will be funded by the SRF loans and/or grants secured for the Project.

7. COMPENSATION. Del Puerto will reimburse City for its costs as defined in section 6.1 and 6.2 to carry out the Turlock Project Component, starting at the inlet to the City's Harding Drain Bypass Pump Station and extending westerly to the Modesto Project Component Pump Station, and the costs to operate, maintain and repair same during the term of this agreement, subject to the following:

7.1 For years 1-30 of this Agreement, Del Puerto will pay to City a sum per acre-foot ("AF") consisting of the following: (i) the annual debt service cost of the Project including, but not limited to, implementation costs, ROW costs and environmental mitigation as limited by section 6.1 of this Agreement, (ii) the costs to operate, maintain and repair the Turlock Project Component (O&M Costs), which is currently estimated to be \$250,000 per year, (iii) any fees or charges imposed on the City by the City of Modesto for use of the Modesto Component, less any costs associated with losses, and (iv) a premium of \$30.00 per AF, such sum collectively shall equal the actual costs of (i), (ii), (iii) and (iv), or \$175 per AF, whichever is lesser, subject to section 7.2. Provided, however, during the first five years of operations, if the City is providing the quantities of Program Water contemplated under section 3 but the City's actual costs of components (i), (ii) and (iii) exceed \$175 per AF, Del Puerto shall also pay such actual costs exceeding \$175 per AF. For years 31-40 of this Agreement, Del Puerto will pay to the City a sum per acre-foot ("AF") of \$175 per acre foot. Examples of the foregoing calculations are attached as Exhibit "A".

7.2 Any grants received for the Project are intended to reduce the debt service for the Project. Accordingly, to the extent grants are secured for the Project which thereby reduce the debt service cost for the Project which otherwise would be payable by Del Puerto under section 7.1 (i), Del Puerto shall pay to City a sum equal to one-half the annual debt service cost savings resulting from the securing of such grant(s). Examples of the foregoing calculation are attached as Exhibit "B".

7.3 City will periodically bill Del Puerto for costs, premium, and debt service cost savings per sections 7.1 and 7.2, but not more frequently than monthly, and provide reasonable justification and documentation of same. Del Puerto shall pay such invoices within thirty (30) days of receipt. By February 15th of each year the City will prepare a final accounting for the costs billed and actually incurred for the prior year and deliver same to Del Puerto for approval of the final accounting. If Del Puerto paid more than the costs reflected by the final accounting the prior year, a credit for such difference will be issued by the City to Del Puerto for the then current year's costs; if Del Puerto paid less than the cost reflected by the final accounting the prior year, the City will invoice Del Puerto for the difference, which Del Puerto will pay within 30 days of receipt of said invoice.

7.4 Del Puerto shall pay all such costs, premium, and debt service cost savings per sections 7.1 and 7.2 to City regardless of whether it has uses for or uses such Program Water.

7.5 Del Puerto shall be responsible for all steps necessary, including paying all costs associated with obtaining any permit, license, the USBR long-term Warren Act Contract and other authorizations from the USBR necessary to all allow the introduction, conveyance and storage associated with the Program Water into and from the DMC and any and all costs related thereto,.

7.6 Unless the Parties agree otherwise, the Parties will negotiate an adjustment to the price Del Puerto pays City for Program Water if wastewater treatment methods and costs must be modified from those required under the initial terms of the NPDES permit to meet changed water quality requirements for delivery into the DMC. Negotiated adjustments will be limited to instances where, absent such modification to conditions for delivery into the DMC, the Program Water could have been discharged by the City into the San Joaquin River.

7.7 If during the term of the Water Supply Agreement, Del Puerto enters into an agreement in excess of a ten (10) year term to purchase recycled water from another party under similar conditions as that provided in the Water Supply Agreement, which results in the other party receiving greater than the premium per AF under Section 7.1 after annual debt service and O&M costs are satisfied, while such other agreement is in effect the price that Del Puerto pays to City per AF for Program Water shall be increased to be equivalent to that Del Puerto pays to such third party for recycled water.

8. MITIGATION CREDITS. Del Puerto will support efforts and provide reasonable documentation as requested by the City in order to allow the City to credit the water sold under this Agreement to mitigate impacts identified in City documentation prepared pursuant to the California Environmental Quality Act, the National Environmental Policy Act and similar state and federal environmental laws, provided such mitigation does not increase Del Puerto's costs and does not affect land uses in Del Puerto.

9. NO ENTITLEMENT TO WATER. Del Puerto and City agree that the delivery of the Program Water under this Agreement will not: (1) give Del Puerto 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.

10. WATER SUPPLY REDUCTIONS. City's obligation to deliver Program Water and Del Puerto's obligation to receive and pay for Program 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 permit issued to facilitate the transfer contemplated by this Agreement; (2) applicable federal and State laws and regulations now in existence and as may be modified from time to time which make it impracticable for City to provide any Program Water, as determined by the City at its sole discretion; (3) failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any State or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of Program 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. City will make a good faith effort to oppose such reductions, but Del Puerto agrees that City will not be liable for reductions of supply in this Agreement due to such causes. Water supply to be delivered by City and Del Puerto's obligation to pay for same under this Agreement may be reduced to the extent such conditions occur. In the event of a reduction of supply caused by any of such conditions, Del Puerto will pay only for water actually delivered. Each Party shall notify the other in writing as soon as practicable that a condition necessitating a water supply reduction has occurred. In the event any of such factors render it impractical 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 sixty (60) days written notice except that DPWD may not terminate this agreement until the Project's total cost has been repaid.

11. REGULATORY AND LITIGATION COSTS. City will defend its own interests in any litigation or regulatory action challenging the validity of the City's water rights or the legality of the City's ability to deliver Program Water as provided herein and, should Del Puerto be named in any such litigation or regulatory action challenging the validity of City's water rights or legality of the City's ability to deliver Program Water, City shall also defend, indemnify and hold harmless Del Puerto. Otherwise, except as provided in the preceding sentence, the parties will each defend their own interests in litigation or regulatory action involving this Agreement as provided at section 12.

12. GENERAL INDEMNITY. Except as provided in sections 11 and 14, each party shall indemnify, defend, protect, and hold harmless the other Party, and their respective directors, officers, employees, agents, and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness, consultant fees, and litigation costs) of every nature arising out of or in connection with the Party's acts or omissions related to performance under this Agreement, breach of or failure to perform under this Agreement, or misconduct relating to this Agreement.

13. 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 Force Majeure including without limitations 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.

14. SPECIFIC PERFORMANCE. It is agreed by the Parties that in this arid region the water delivered herein is of unique value and that, in the event of breach of this Agreement, specific performance of the Agreement in accordance with its terms and conditions will be proper injunctive relief, and such injunctive relief may be sought at any time during the term of the Agreement.

15. WAIVER OF RIGHTS. Any waiver, at any time, by any party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, will not be deemed to be a waiver with respect to any other breach, default or matter.

16. NOTICES. All notices that are required, either expressly or by implication, to be given by any party to the other under this Agreement must be signed by the party giving the notice. Any notices to Parties required by this Agreement must be delivered or mailed, United States first class postage prepaid, addressed as follows:

if to City of Turlock:

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

if to Del Puerto Water District:

General Manager
Del Puerto Water District
Post Office Box 1596
Patterson, CA 95363

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) upon receipt of the facsimile machine successful-delivery confirmation, or (d) on the date of delivery as shown on the overnight courier service receipt. Any Party may change its contact information by notifying the other Party of the change in the manner provided above.

17. APPROVALS. Where the terms of this Agreement provide for action to be based upon a judgment, approval, review or determination of any party, such terms are not intended to be and will never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between City and Del Puerto and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all parties to be effective.

19. ATTORNEYS FEES. If legal action or other proceeding is commenced as a result of a dispute which arises under or relates to any provision of this Agreement, the losing party will pay the prevailing party's actual attorneys' fees, costs, expert witness fees and other expenses incurred in preparation for and conduct of that action or proceeding, appeal of judgment, and enforcement and collection of judgment or award.

20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Anyone of such completely executed counterparts will be sufficient proof of this Agreement.

21. DISPUTE RESOLUTION. In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, or breach of this agreement, the parties shall in good faith meet and confer amongst themselves in an attempt to informally resolve such matter(s). If the parties are unsuccessful in resolving such matter(s) through an informal meeting process, they shall attempt to resolve such matter(s) through mediation prior to initiating any litigation. If they are unable to resolve such matter(s) through mediation, the parties may submit the matter(s) to binding arbitration under the rules and regulations of the American Arbitration Association. Following conclusion of the dispute resolution process as here provided, if the matter was not subject to binding arbitration, a party may pursue any judicial remedies otherwise available. Notwithstanding this section, a party may seek a preliminary injunction or other interlocutory judicial relief if necessary to avoid irreparable damages or to preserve the status quo.

22. MUTUAL DISSOLUTION OF THIS AGREEMENT. Except as otherwise provided herein, this Agreement may only be terminated prior to the expiration of its term upon mutual agreement of both parties.

DEL PUERTO WATER DISTRICT

CITY OF TURLOCK

By: _____
Anthea G. Hansen, General Manager

By: _____
Gary R. Hampton, City Manager

By: _____
Gary Soiseth, Mayor

Attest:

Attest:

Secretary

City Clerk

Approved as to Form:

Approved as to Form:

General Counsel

City Attorney

EXHIBIT A

For Illustration Purposes only

Years 1-5		(i)	(ii)	(iii)			(iv)	Summary
Paragraph 7.1 Reference →		(i)	(ii)	(iii)			(iv)	Summary
Recycled Water Volume	Year 3	Annual Debt Service (P&I)	Operations and Maintenance	Fees for Use of Modesto Component	Total Costs	Per AF	Premium \$30/AF	
8,353 AF	Costs	\$1,284,878	\$250,000	\$0	\$1,534,878	\$184		(\$1,534,878)
	Revenue from DPWD	\$1,284,878	\$250,000	\$0	\$1,534,878	\$184	\$0	\$1,534,878
								\$0 Revenue

Years 6-30		(i)	(ii)	(iii)			(iv)	Summary
Paragraph 7.1 Reference →		(i)	(ii)	(iii)			(iv)	Summary
Recycled Water Volume	Year 6	Annual Debt Service (P&I)	Operations and Maintenance	Fees for Use of Modesto Component	Total Costs	Per AF	Premium \$30/AF	
8812 AF	Costs	\$1,284,878	\$250,000	\$0	\$1,534,878	\$174		(\$1,534,878)
	Revenue from DPWD	\$1,284,878	\$250,000	\$0	\$1,534,878	\$174	\$7,222	\$1,542,100
								\$7,222 Revenue

Paragraph 7.1 Reference →		(i)	(ii)	(iii)			(iv)	Summary
Recycled Water Volume	Year 24	Annual Debt Service (P&I)	Operations and Maintenance	Fees for Use of Modesto Component	Total Costs	Per AF	Premium \$30/AF	
12044 AF	Costs	\$1,284,878	\$250,000	\$0	\$1,534,878	\$127		(\$1,534,878)
	Revenue from DPWD	\$1,284,878	\$250,000	\$0	\$1,534,878	\$127	\$360,000	\$1,894,878
								\$360,000 Revenue

Years 31-40		(i)	(ii)	(iii)			(iv)	Summary
Paragraph 7.1 Reference →		(i)	(ii)	(iii)			(iv)	Summary
Recycled Water Volume	Year 33	Annual Debt Service (P&I)	Operations and Maintenance	Fees for Use of Modesto Component	Total Costs	Per AF	Premium \$30/AF	
13000 AF	Costs	\$0	\$250,000	\$0	\$250,000	\$19		(\$250,000)
	Revenue from DPWD	\$0	\$0	\$0	\$0	\$0	\$2,275,000	\$2,275,000
								\$2,025,000 Revenue

Assumptions:

- * Loan Principal \$30 million at 1.7% Interest
- * O & M Costs remain stable because of increasing volume of recycled water
- * Premium maximum of \$30/AF reached in approximately year 24
- * Volumes of water will increase each year, increasing premiums

**EXHIBIT B
GRANT ILLUSTRATION**

For Illustration Purposes only

7.2 Any grants received for the Project are intended to reduce the debt service for the Project. Accordingly, to the extent grants are secured for the Project which thereby reduce the debt service cost for the Project which otherwise would be payable by Del Puerto under section 7.1 (i), Del Puerto shall pay to City a sum equal to one-half the annual debt service cost savings resulting from the securing of such grant(s).

Years 1-30	Sample Calculation for \$2M Grant				
	Project Component Cost	%	Annual Interest Savings	Cities' Share 50%	
Turlock	\$30M	50%	\$85,658	\$42,829	Add'l Revenue to Turlock
Years 1-30	Sample Calculation for \$5M Grant				
	Project Component Cost	%	Annual Interest Savings	Cities' Share 50%	
Turlock	\$30M	50%	\$214,146	\$107,073	Add'l Revenue to Turlock
Years 1-30	Sample Calculation for \$15M Grant				
	Project Component Cost	%	Annual Interest Savings	Cities' Share 50%	
Turlock	\$30M	50%	\$642,438	\$321,219	Add'l Revenue to Turlock

City Council Synopsis

May 10, 2016



BE



From: Robert A. Talloni, Fire Chief
Prepared by: Mike Harcksen, Fire Captain
David Mallory, Fire Captain
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of one (1) Rosenbauer Type I Fire Engine through the Houston-Galveston Area Council Contract #FS12-15, pursuant to Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$500,157.76, and in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016 and the Rosenbauer chassis and body production specifications

Resolution: Approving the sale of Engine 32, FR08-285 to Rosenbauer MN for \$125,000 to be discounted against the purchase of the Rosenbauer Type I Fire Engine, in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016, and appropriating \$500,157.76 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance to complete the purchase of a Type I Fire Engine from Rosenbauer MN

2. DISCUSSION OF ISSUE:

The Turlock Fire Department is seeking City Council approval for the purchase of one (1) new Type I Fire Engine from Rosenbauer MN. The Fire Department would also like to sell Engine 32, City of Turlock Fleet #FR08-285, a 2008 Pierce Arrow XT, to Rosenbauer as part of this transaction. The purchase of this new fire engine will replace and as set forth in the proposal (Exhibit A) subsequently remove Engine 32, (FR08-285) from the Turlock Fire Department fleet. Engine 32 will be sold to Rosenbauer MN, for one hundred and twenty five thousand dollars (\$125,000). The one hundred and twenty five dollars (\$125,000) will be applied as a discount against the total cost of the new engine. Engine 32 has been identified for replacement by the Fire Department Apparatus Committee and the Fire Chief due to excessive day's out-of service for repairs, as well as, the excessive ongoing associated costs for repairs.

OK for Agenda
[Signature]

As previously stated, the Fire Department has identified the need to replace Engine 32 as it has been plagued with extensive repairs and days out of service. Most recently, Engine 32 was out of service for 69 consecutive days for repairs and service at the end of 2015 and beginning of 2016. In the 8 years the City of Turlock has owned Engine 32 it has logged 357 days out of service. This has had significant impacts which have hindered daily operational efficiency and effectiveness of the Fire Department's ability to provide the level of service expected by citizens of the City of Turlock. Engine 32's inconsistency and unreliability has instilled a level of distrust among personnel that operate and respond on it daily. This is largely, but not solely attributed to the 2007 EPA emissions system on the CAT C-13 engine in the fire engine. Additionally, the department is now experiencing structural body cracking and extensive repairs to the front suspension. To date, the Fire Department has spent one hundred twenty nine thousand two hundred sixty five dollars (\$129,265) on repairs and service of Engine 32, this is in addition to an additional forty nine thousand eight hundred sixty six dollars (\$49,866) that was covered under warranty. The OEM (Pierce MFG) included a five (5) year warranty on the power train from the time the apparatus was purchased. During this (5) five year period a Vice-President from Caterpillar met in Turlock with members of the Fire Department Apparatus Committee and the Fire Chief. Following the meeting Caterpillar gave the City an additional two (2) year warranty extension on the Diesel Particulate Filter (DPF) and Cat Regeneration System (CRS) for a total of seven (7) years from the original delivery date. The OEM five (5) year warranty expired in February 2013 and the warranty extension expired in February of 2015. The Turlock Fire Department has since been burdened with all repair and maintenance costs on Engine 32. All of these impacts have led the Fire Department to this decision of replacing and removing this apparatus for the fleet.

Maintenance records show the days out of service and dollars spent on repairs and maintenance of Engine 32 averages forty two percent (42%) higher than the rest of the fleet that ranges 2-9 years senior to Engine 32. The excessive days out for repairs and the inconsistency has had a secondary impact on the rest of the fleet by delaying planned maintenance. At times, the department has had to recall other engines back to the City of Turlock from the service center without completing all needed service or repairs in an effort to maintain an adequate number of apparatus for fire and emergency response in the City of Turlock.

The Fire Department has worked extensively with City management and the City Attorney in an effort to resolve our dissatisfaction with the performance of this particular engine. Discussions with the dealer and the manufacturer have yielded little to no progress in assurance of product/customer satisfaction.

The Apparatus Committee from the Fire Department has spent many hours in researching manufacturers and developing a detailed specification that will meet the current and future needs of the Turlock Fire Department, while addressing the issues experienced with Engine 32. The results of extensive research, in conjunction with Rosenbauer MN providing a trade in discount, combined with a

multi-unit discount of thirty nine thousand seven hundred fifty four dollars (\$39,754) has led the Apparatus Committee to move forward. Along with these provisions, Rosenbauer MN will be building this unit alongside the unit the City of Turlock purchased for the replacement of Engine 31, expediting the construction time period with an anticipated delivery date of August 2016; versus a 365 days build out timeline. This offer has led the Apparatus Committee to the conclusion that Rosenbauer MN is the best option for the Turlock Fire Department. A detailed long specification for this new engine is available upon request, it was left out as it is in excess of 175 pages.

Upon entering into this agreement between the City of Turlock and Rosenbauer MN, Rosenbauer MN agrees to provide a one hundred and twenty five thousand dollars (\$125,000) discount against the total cost for the trade-in of Engine 32. Rosenbauer MN also agrees to allow the City of Turlock to retain ownership of Engine 32 for a period of two (2) weeks after the delivery of the new engine. At which time ownership will be transferred from the City of Turlock to Rosenbauer MN and the unit will be delivered to Burton's Fire Inc. in Modesto, CA by the Turlock Fire Department. This is to assist the Fire Department in maintaining the current number of apparatus in the fleet with no lapse in the number of apparatus available for emergency response.

There are a number of payment options to purchase a new fire engine and the Fire Department is recommending that we take advantage of the ninety percent (90%) pre-payment option which provides the greatest savings to the City of Turlock. This option means the City of Turlock will have a total purchase price of five hundred thousand one hundred fifty seven dollars and seventy six cents (\$500,157.76) after the applied discounts. The Fire Department is proposing to use funds from its 506 Vehicle/Equipment Replacement Fire Services reserve fund for the purchase of this engine.

The City of Turlock is currently engaged in a joint purchasing plan with Houston-Galveston Area Council ILC #16-5057. Contract #FS12-15 has an effective date of Dec. 1, 2015 thru Nov. 30, 2017 for the purchase of a fire engine from Rosenbauer MN, pursuant to the Turlock Municipal Code Section 2-7-08(b)(5), without compliance to the formal bid procedure. The Houston-Galveston Area Council competitively bids contracts and local agencies may contract with the suppliers that are awarded the contract without further competitive bidding.

The Fire Department is asking for the City Council's consent to approve this purchase and transfer of Engine 32 to Rosenbauer MN and additionally, authorizing Mayor Gary Soiseth or City Manager Gary R. Hampton to sign and execute all documents related to the purchase and transfer.

3. BASIS FOR RECOMMENDATION:

- A. The Fire Department needs to replace a piece of equipment that has been plagued with mechanical issues over the past eight (8) years.
- B. The engine to be replaced has had detrimental impacts to the Fire Department's daily operations.
- C. The Fire Department has exhausted alternative avenues.
- D. The Fire Department has identified an option where the City is able to dispose of City property and recover a significant portion of the costs of its replacement.

Policy Goal and Implementation Plan Initiative:

Policy Goal #: 3 Public Safety

General Principles:

- 2. Public Safety provides for the safety of our citizens and preserves our community and culture.

Action Item:

- 3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$500,157.76

Budget Amendment: Appropriate \$500,157.76 to 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance for the purchase of one (1) Type I Fire Engine from Rosenbauer MN.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could deny the purchase, leaving the Fire Department to burden the unknown and unfunded costs of repairs which are higher than normal. Additionally, the Fire Department would be burdened with the excessive time out of service for repairs during the remainder of the vehicles projected service life of 7+ years.



April 8, 2016

City of Turlock Fire Department
 244 N. Broadway
 Turlock, CA 95380

Attention: Chief Robert Talloni,

Thank you for the opportunity to propose the following piece of Rosenbauer custom fire apparatus:

One (1) HGAC VC05, 2016 Rosenbauer, EXT 1500 GPM Rescue Engine with a Commander 4000 Custom Chassis

	<u>No Discounts</u>	<u>Multi-unit discount and return of E-32</u>
Body Price	\$350,223.00	\$323,759.00
Chassis Price	\$265,577.00	\$253,287.00
Delivery (Non-taxable)	\$4,112.00	\$4,112.00
Discount of 2008 Pierce Arrow XT , E-32, Fleet #: FR08-268		(\$125,000.00)
CA State Sales tax (7.625%)	<u>\$46,953.23</u>	<u>\$43,999.76</u>
	\$666,865.23	\$500,157.76

Included in above price: Delivery date, Please see below
 Delivery, City of Turlock
 Performance Bond

Terms - payment due upon acceptance, net 15 days.

Second unit will be built in line and consecutive with the first unit. Inspection trips have been deducted from this proposal.

Discount pricing above assuming 90% pre-pay.

E-32 will be available to Rosenbauer two weeks after delivery of the new unit to the City of Turlock. Unit will be delivered to Burton's Fire Inc.

Pricing as quoted above is valid for until June 1, 2016.

Rosenbauer Minnesota is a recognized and approved contractor with the Houston- Galvenston Area Council (HGAC) who regularly contracts with the agency as a manufacturer of new Fire Apparatus. Contract No.: **FS12-15** Effective Date: **Dec 1, 2015 thru Nov 30, 2017**

Thank you again for this opportunity to work with the Turlock Fire Department, if you have any questions regarding the above proposal, please contact me at (209) 609-2542 or at howenstine@burtonsfire.com

Sincerely,

Ken Howenstine
 Burton's Fire Inc.

Burton's Fire Inc.
 1301 Doker Drive
 Modesto, CA 95351
 209-544-3161
 209-544-1109 Fax

South Dakota Division
 100 Third Street
 Lyons, SD 57041
 605-543-5591
 605-543-9701 Fax
 E-mail: sales@rosenbaueramerica.com

Minnesota Division
 5181 260th Street
 P.O. Box 549
 Wyoming, MN 55092
 651-462-1000
 651-462-1700 Fax
 E-mail: sales@rosenbaueramerica.com

Aerial Division
 870 South Broad Street
 Fremont, NE 68025
 402-721-7622
 402-721-7622 Fax
 E-mail: sales@rosenbaueramerica.com

Engine 32 Replacement



Engine 32 being transported on a low-boy to Stockton for repairs due to it breaking down and not being able to be driven.

This has taken place 4 times since it was purchased in 2008

History

- Purchased in 2008 for a purchase price of \$486,000.00: This engine was purchased to replace our 1993 Hi-tech engine from front-line service
- Drivetrain- Caterpillar C13 Diesel Engine; Allison automatic transmission
- 2008 was the inception of the 1st Tier national commercial vehicle diesel emissions and the DPF system on Fire Engines (Diesel Particulate Filter)
- No other diesel motor manufacturer had created a diesel engine to meet these standards, other than Cat, during this year
- TFD incurred multiple issues with the DPF system and the computer programming between the diesel engine and the transmission in the first 3 years of ownership
- Resulted in VP of Caterpillar travelling to Turlock to meet with department apparatus members and the Fire Chief
- Following this meeting multiple engine, exhaust, and fuel system components were changed and reprogrammed

History

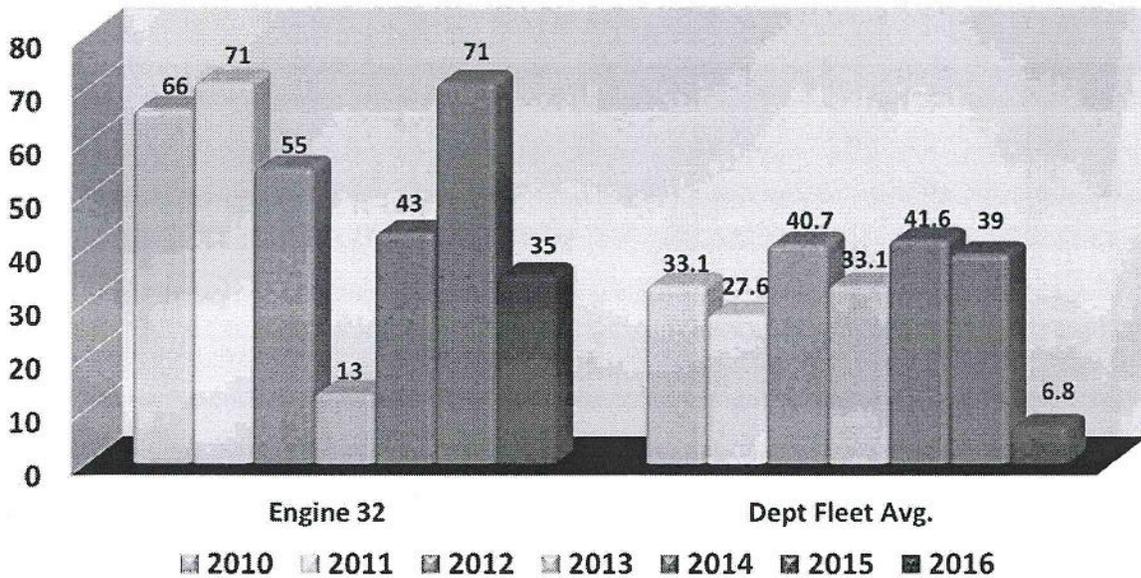
- The OEM (Pierce MFG) included a 5 yr. warranty of the power train when the vehicle was purchased; standard warranty time frame for all new fire apparatus from this OEM
- Following the meetings with the VP of Caterpillar, Caterpillar gave TFD an extended warranty of 2 yrs.; warranty expired in February of 2015
- All costs associated with the power train were covered under the warranty up to this point
- TFD will now assume any future known and unknown expenditures related to the power train, in addition to annual maintenance and other repairs to the suspension, body and pump
- TFD has tracked the days out of service, fleet maintenance costs and fuel consumption of E32

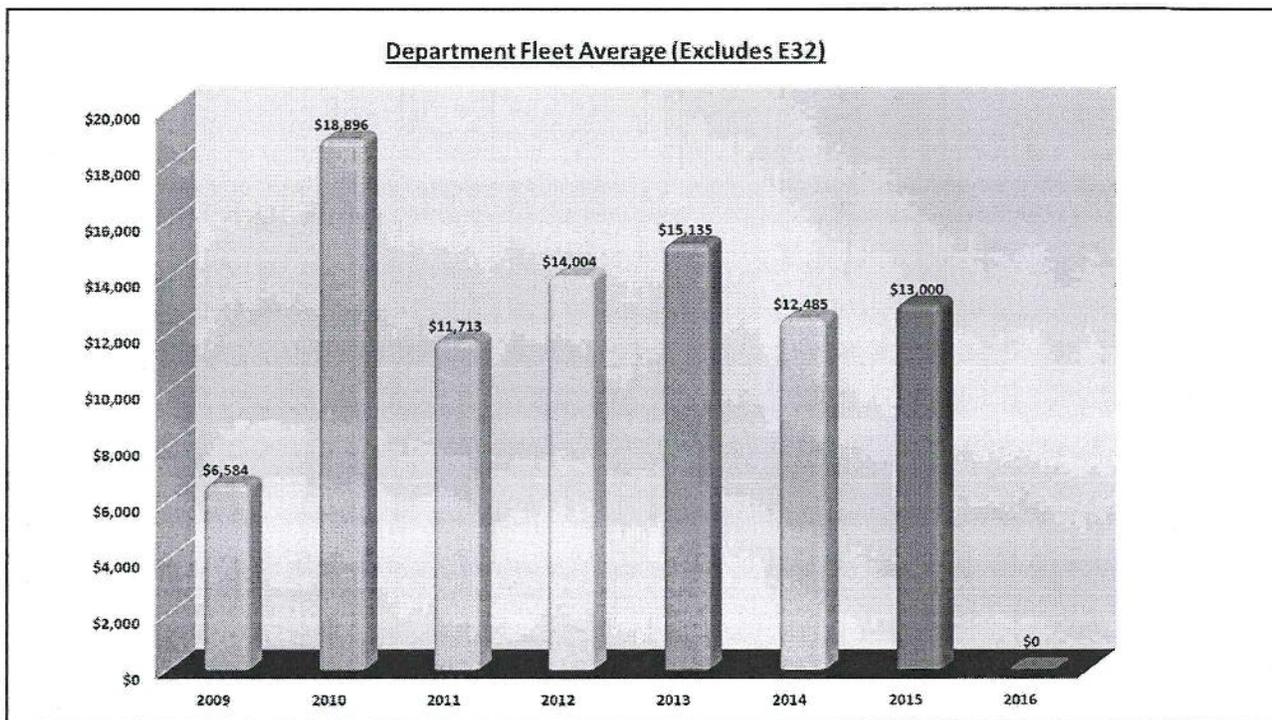
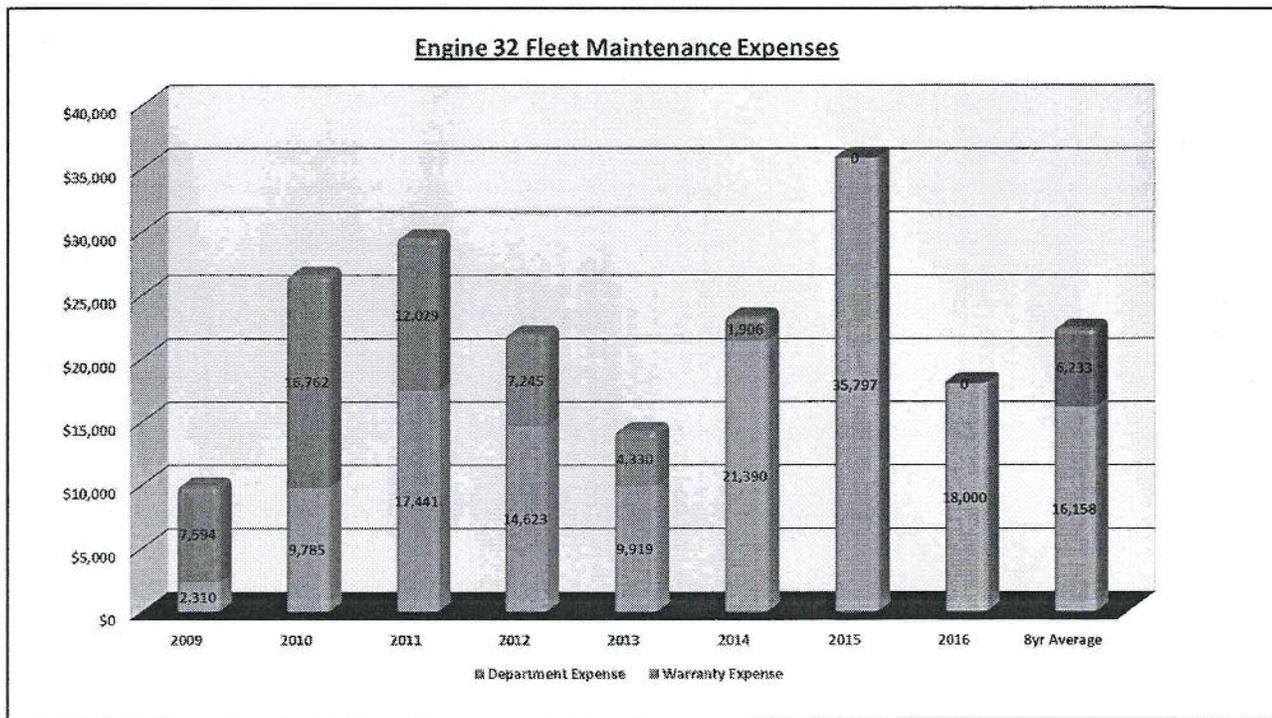
History

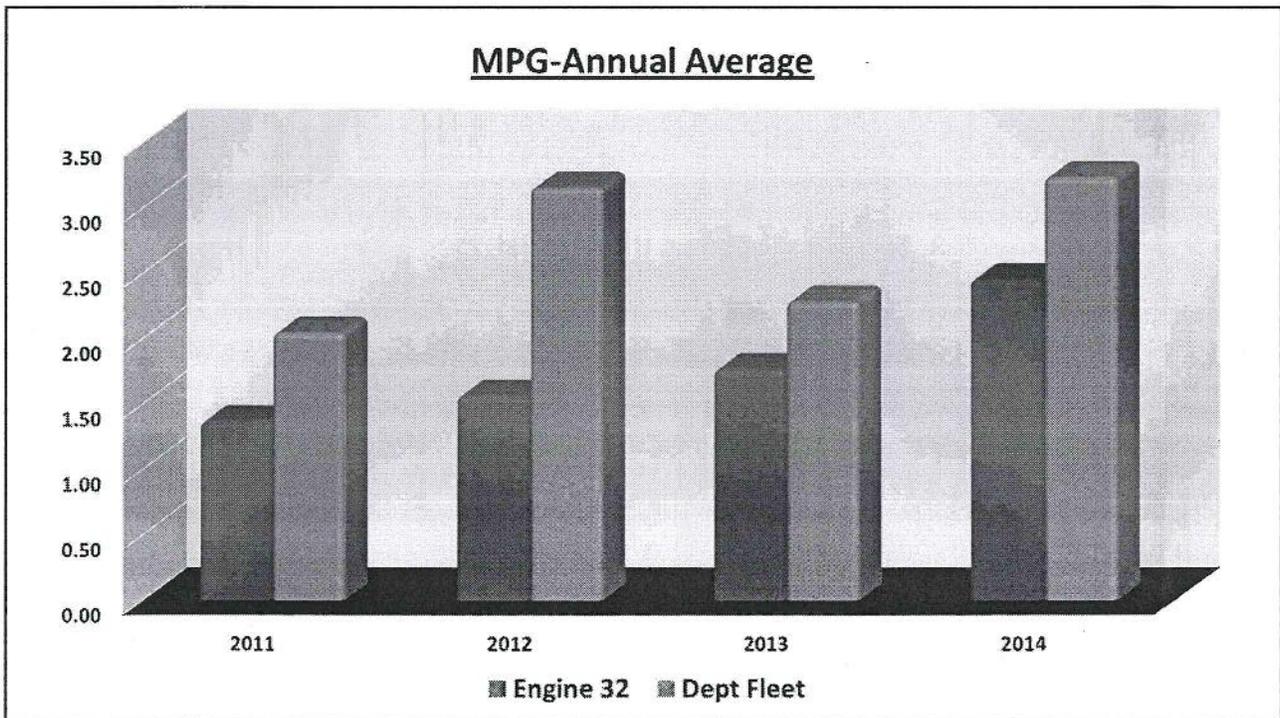
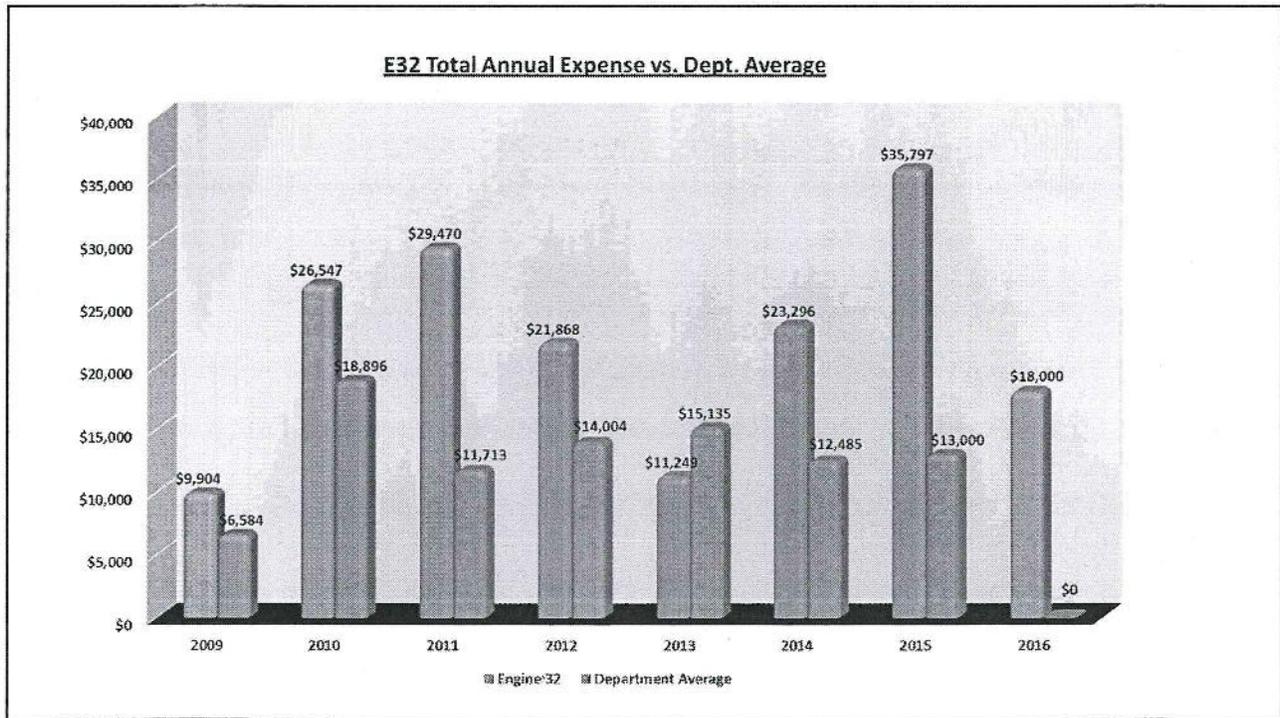
- Since this apparatus is equipped with a DPF system it requires both active and forced Regen cycles (process of re-burning the diesel particulates in the containment filter by atomizing diesel and igniting it until the filter is cleaned out)
- Pierce MFG builds their fire apparatus with 90% proprietary parts and 10% non-proprietary
- Most parts have to be shipped from Appleton, WI either by ground or overnight
- TFD was one of the first departments to purchase this engine configuration on the West Coast
- After reaching out to other departments we found multiple department's nation-wide who are having the same struggles:

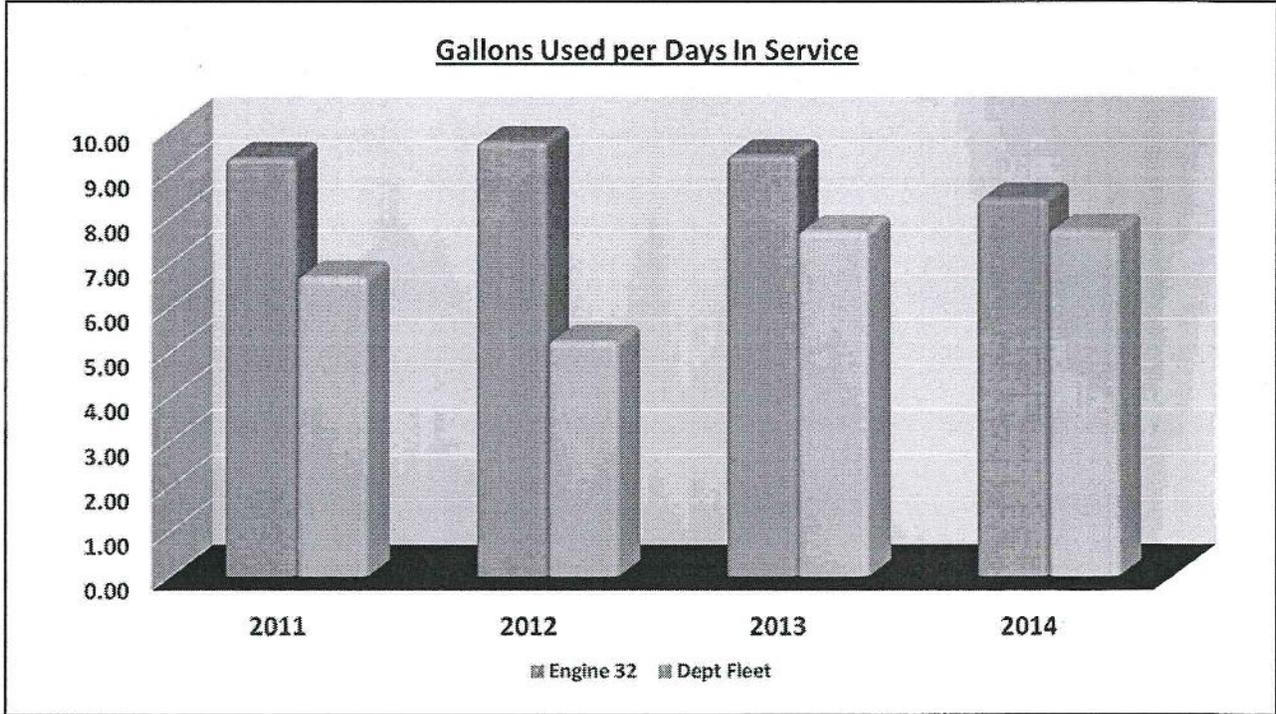
San Diego Fire
 Boca Raton Fire (FL)
 Windsor Fire (CA)
 2 departments in Colorado

Days Out of Service









Currently Identified Expenses

<u>Item</u>	<u>Approximate Expense to the City</u>
• Diesel Fuel Filters	\$40 per filter; changed every 250 engine hrs.
• ARD Head (DPF regen combustion device)	\$1,200.00 plus labor changed every 1000-1500 hrs.
• Annual Servicing	\$ 7,500.00
• Front Suspension/Steering Repairs (steering gear boxes{every 2 yrs}, control arms, ball joints)	\$7000.00

Forecasted Expenses

<u>Item</u>	<u>Approximate Expense to the City</u>
• Engine rebuild	\$15,000.00.
• Pump rebuild	\$7,500.00
• Body flex crack repairs(body cracks have already been found and will be repaired under the warranty)	Covered under warranty up to 10 yrs (2018)*
• Leaf spring replacement	\$700 plus overnight shipping(\$1200) and labor

*Engine 232- New body installed in 2010 for \$50,000.00

Major Components Already Replaced

- ARD head
- DPF canister
- Transmission shift brain and shift tower
- Starter
- Starter solenoid
- Steering Boxes (x2)
- Ball Joints
- Lower control arm (front independent suspension)
- Power steering pump components
- Foam system components
- Thermostats
- Rebuild pump discharge valves
- Fuel system
- Multiple injectors
- A/C compressor
- A/C hoses
- Mass Air Flow Sensor

Solution Option #1

Summary: Sale of E32 and replace with a new 2016 Rosenbauer, EXT 1500 GPM Rescue Engine with a Commander 4000 Custom Chassis; Purchase made with a one time purchase

	<u>No Discounts</u>	<u>Trade in & Multi-unit discount</u>
Body Price	\$350,223.00	\$323,759.00
Chassis Price	\$265,577.00	\$253,287.00
Delivery (Non-taxable)	\$4,112.00	\$4,112.00
Discount of 2008 Pierce Arrow XT , E-32, Fleet #: FR08-268		(\$125,000.00)
CA State Sales tax (7.625%)	<u>\$46,953.23</u>	<u>\$43,999.76</u>
	\$666,865.23	\$500,157.76

Included in above price:

Delivery date, Please see below
 Delivery, City of Turlock
 Performance Bond

Terms - payment due upon acceptance, net 15 days.

Second unit would be built in line and consecutive with the first unit. Inspection trips have been deducted from this proposal.
 Discount pricing above assuming 90% pre-pay.

E-32 will be available to Rosenbauer two weeks after delivery of the new unit to the City of Turlock. Unit will be delivered to Burton's Fire Inc.

Pricing as quoted above is valid until June 1, 2016.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE } RESOLUTION NO. 2016-
PURCHASE OF ONE (1) ROSENBAUER TYPE I }
FIRE ENGINE THROUGH THE HOUSTON- }
GALVESTON AREA COUNCIL CONTRACT }
#FS12-15, PURSUANT TO TURLOCK }
MUNICIPAL CODE, TITLE 2, CHAPTER 7, }
SECTION 08(B)(5), WITHOUT COMPLIANCE TO }
THE FORMAL BID PROCEDURE, IN AN }
AMOUNT NOT TO EXCEED \$500,157.76, AND }
IN ACCORDANCE WITH THE TERMS AND }
CONDITIONS SET FORTH IN BURTON'S FIRE }
INC.'S PROPOSAL DATED APRIL 8, 2016 AND }
THE ROSENBAUER CHASSIS AND BODY }
PRODUCTION SPECIFICATIONS }
_____ }

WHEREAS, the Turlock Fire Department requires the purchase of one (1) Rosenbauer Type I Fire Engine; and

WHEREAS, The City of Turlock would engage in a joint purchase plan with the Houston-Galveston Area Council ILC #16-5057 pursuant to contract #FS12-15 effective from December 1, 2015 through November 30, 2017, pursuant to Turlock Municipal Code Section 2-7-08(b)(5); and

WHEREAS, Rosenbauer MN is a vendor in good standing with the City of Turlock; and

WHEREAS, Rosenbauer MN has provided a total bid price not to exceed \$500,157.76, in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016 (Exhibit A) and the Rosenbauer chassis and body production specifications.

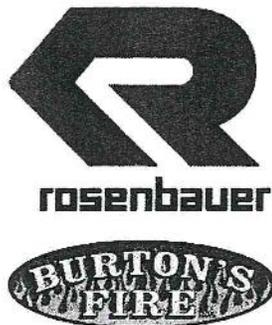
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of one (1) Rosenbauer Type I Fire Engine through the Houston-Galveston Area Council Contract #FS12-15, pursuant to Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$500,157.76, and in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016 (Exhibit A) and the Rosenbauer chassis and body production specifications.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of May, 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



April 8, 2016

City of Turlock Fire Department
 244 N. Broadway
 Turlock, CA 95380

Attention: Chief Robert Talloni,

Thank you for the opportunity to propose the following piece of Rosenbauer custom fire apparatus:

One (1) HGAC VC05, 2016 Rosenbauer, EXT 1500 GPM Rescue Engine with a Commander 4000 Custom Chassis

	<u>No Discounts</u>	<u>Multi-unit discount and return of E-32</u>
Body Price	\$350,223.00	\$323,759.00
Chassis Price	\$265,577.00	\$253,287.00
Delivery (Non-taxable)	\$4,112.00	\$4,112.00
Discount of 2008 Pierce Arrow XT , E-32, Fleet #: FR08-268		(\$125,000.00)
CA State Sales tax (7.625%)	<u>\$46,953.23</u>	<u>\$43,999.76</u>
	\$666,865.23	\$500,157.76

Included in above price:

Delivery date, Please see below
 Delivery, City of Turlock
 Performance Bond

Terms - payment due upon acceptance, net 15 days.

Second unit will be built in line and consecutive with the first unit. Inspection trips have been deducted from this proposal.

Discount pricing above assuming 90% pre-pay.

E-32 will be available to Rosenbauer two weeks after delivery of the new unit to the City of Turlock. Unit will be delivered to Burton's Fire Inc.

Pricing as quoted above is valid for until June 1, 2016.

Rosenbauer Minnesota is a recognized and approved contractor with the Houston- Galvenston Area Council (HGAC) who regularly contracts with the agency as a manufacturer of new Fire Apparatus. Contract No.: **FS12-15** Effective Date: **Dec 1, 2015 thru Nov 30, 2017**

Thank you again for this opportunity to work with the Turlock Fire Department, if you have any questions regarding the above proposal, please contact me at (209) 609-2542 or at howenstine@burtonsfire.com

Sincerely,

Ken Howenstine
 Burton's Fire Inc.

Burton's Fire Inc.
 1301 Doker Drive
 Modesto, CA 95351
 209-544-3181
 209-544-1109 Fax

South Dakota Division
 100 Third Street
 Lyons, SD 57041
 605-543-5591
 605-543-9701 Fax
 E-mail: sales@rosenbaueramerica.com

Minnesota Division
 5181 260th Street
 P.O. Box 549
 Wyoming, MN 55092
 651-462-1000
 651-462-1700 Fax
 E-mail: sales@rosenbaueramerica.com

Aerial Division
 870 South Broad Street
 Fremont, NE 68025
 402-721-7622
 402-721-7622 Fax
 E-mail: sales@rosenbaueramerica.com

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
THE SALE OF ENGINE 32, FR08-285 TO }
ROSENBAUER MN FOR \$125,000 TO BE }
DISCOUNTED AGAINST THE PURCHASE OF }
THE ROSENBAUER TYPE I FIRE ENGINE, IN }
ACCORDANCE WITH THE TERMS AND }
CONDITIONS SET FORTH IN BURTON'S FIRE }
INC.'S PROPOSAL DATED APRIL 8, 2016, AND }
APPROPRIATING \$500,157.76 TO ACCOUNT }
NUMBER 506-00-000-304.51020 "EQUIPMENT }
REPLACEMENT" FROM FUND 506 "VEHICLE/ }
EQUIPMENT REPLACEMENT-FIRE SERVICES" }
RESERVE BALANCE TO COMPLETE THE }
PURCHASE OF A TYPE I FIRE ENGINE FROM }
ROSENBAUER MN }

RESOLUTION NO. 2016-

WHEREAS, the City Council has approved the purchase one (1) Rosenbauer Type I Fire Engine; and

WHEREAS, the new engine will replace Engine 32, FR08-285, which has been deemed by the Fire Department to be an unreliable emergency vehicle and financial burden to the City of Turlock; and

WHEREAS, pursuant to Municipal Code Section 2-7-04(j), Engine 32 will be sold to Rosenbauer MN, for a \$125,000 discount. The \$125,000 to be discounted against the cost of the purchase of the new engine from Rosenbauer MN is in accordance with the terms and conditions as set forth in the Burton's Fire Inc.'s proposal dated April 8, 2016 (Exhibit A); and

WHEREAS, the City of Turlock would engage in a joint purchase plan with the Houston-Galveston Area Council ILC #16-5057, pursuant to contract #FS12-15, effective December 1, 2015 through November 30, 2017, pursuant to Turlock Municipal Code section 2-7-08(b)(5); and

WHEREAS, Rosenbauer MN provided a total bid price (including discounts, the discount for Engine 32, delivery and local sales tax) of \$500,157.76; and

WHEREAS, funding in the amount of \$500,157.76 must be appropriated in order to complete the purchase; and

WHEREAS, pursuant to Turlock Municipal Code Section 2-4-207(n), the City Council authorizes Mayor Gary Soiseth or City Manager Gary R. Hampton to sign and execute all documents related to the purchase of a Rosenbauer Fire Engine and the sale of Engine 32, FR08-285 to Rosenbauer MN.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the sale of Engine 32, FR08-285 to Rosenbauer MN for \$125,000 to be discounted against the purchase of the Rosenbauer Type I Fire Engine, in accordance with the terms and conditions set forth in Burton's Fire Inc.'s proposal dated April 8, 2016, and appropriating \$500,157.76 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance to complete the purchase of a Type I Fire Engine from Rosenbauer MN.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of May, 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



April 8, 2016

City of Turlock Fire Department
 244 N. Broadway
 Turlock, CA 95380

Attention: Chief Robert Talloni,

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One (1) HGAC VC05, 2016 Rosenbauer, EXT 1500 GPM Rescue Engine with a Commander 4000 Custom Chassis

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Delivery date, Please see below
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Rosenbauer Minnesota is a recognized and approved contractor with the Houston- Galvenston Area Council (HGAC) who regularly contracts with the agency as a manufacturer of new Fire Apparatus. Contract No.: **FS12-15 Effective Date: Dec 1, 2015 thru Nov 30, 2017**

Thank you again for this opportunity to work with the Turlock Fire Department, if you have any questions regarding the above proposal, please contact me at (209) 609-2542 or at howenstine@burtonsfire.com

Sincerely,

Ken Howenstine
 Burton's Fire Inc.

Burton's Fire Inc.
 1301 Doker Drive
 Modesto, CA 95351
 209-544-3161
 209-544-1109 Fax

South Dakota Division
 100 Third Street
 Lyons, SD 57041
 605-543-5591
 605-543-9701 Fax
 E-mail: sales@rosenbaueramerica.com

Minnesota Division
 5181 260th Street
 P.O. Box 549
 Wyoming, MN 55092
 651-462-1000
 651-462-1700 Fax
 E-mail: sales@rosenbaueramerica.com

Aerial Division
 870 South Broad Street
 Fremont, NE 68025
 402-721-7622
 402-721-7622 Fax
 E-mail: sales@rosenbaueramerica.com

City Council Synopsis
May 10, 2016



IDA



From: Gary R. Hampton, City Manager
Prepared by: Jennifer Land, City Clerk Trainee
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Providing direction to staff to consider whether staff time and City resources should be expended on the request of Councilmember Nascimento for future consideration of establishment of a campaign finance reform ad hoc committee

2. DISCUSSION OF ISSUE:

On April 13, 2016, Councilmember Nascimento submitted a written request to City Manager Gary Hampton that future consideration be given to the appointment of a two-member ad hoc committee to seek community input and draft a campaign finance reform ordinance (Exhibit A).

City Council Resolution No. 2008-019 outlines procedures and rules for placing matters on the City Council meeting agenda and specifies Council will consider only whether staff time and City resources should be expended on the item (Exhibit B).

3. BASIS FOR RECOMMENDATION:

City Council Resolution No. 2008-019 requires Council consideration on whether staff time and City resources should be expended on an item brought forward by a Council member wishing to place an item on a future agenda.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

None

OK for Agenda
[Signature]

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Does not apply. The request is for Council to provide direction to staff on whether to proceed with staff time and City resources on this matter.

April 13, 2016

RE: Item for Future Consideration Request (City Council Campaign Finance Reform Ad Hoc Committee)

Mr. Hampton,

In accordance with Turlock City Council Resolution No. 2008-019, I respectfully request that the following item be placed on the next available agenda under items for future consideration:

Appointment: City Council Campaign Finance Reform Ad Hoc Committee

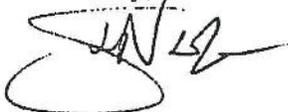
As you may be aware, in 2014 I worked with City Attorney Phaedra Norton to develop a "TIN CUP" ordinance that was modeled after similar ordinances in other municipalities. The draft ordinance was brought to Council on February 11, 2014 and was defeated on a 3-2 vote.

Recent events surrounding the farmers market decision has further raised community awareness of Turlock's need for campaign finance reform. At the March 1, 2016 meeting of the Turlock City Council, Mayor Soiseth announced that he would like to bring back a discussion of the "TIN CUP" ordinance at a future date.

Although I appreciate the Mayor's newfound interest in campaign finance reform, I believe that this issue must be addressed as soon as possible. In order to do so in an inclusive manner, I am requesting that a two-member ad hoc committee be appointed to seek community input and draft a campaign finance reform ordinance that reflects the ethical standards and values shared by our community. As the author of the original "TIN CUP" ordinance, I would also respectfully request the Mayor's strong consideration of my appointment to this committee.

I have previously attempted to discuss this matter with the Mayor, however he has informed me that he has already engaged in discussions with the Vice-Mayor on this topic and was concerned that any additional discussion of the issue might lead to a potential Brown Act violation. Out of respect for the Mayor's concerns, I am formally making my request to you in compliance with Turlock City Council Resolution No. 2008-019.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven Nascimento', with a large, stylized flourish underneath.

Steven Nascimento
Councilmember

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING }
PROCEDURES AND RULES FOR }
PLACING MATTERS ON THE }
CITY COUNCIL MEETING AGENDA }
_____ }

RESOLUTION NO. 2008-019

WHEREAS, the Turlock City Council desires to adopt a set of written rules for placing matters on the agenda.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the following rules and procedures and shall apply them to all City Council meetings:

The City Manager is authorized and directed to place all routine approvals and authorizations on the agenda. Other matters may be scheduled for Council consideration on a future agenda in the following ways:

- (1) by direction of the Mayor;
- (2) by direction of the City Manager in consultation with the Mayor;
- (3) by a council member utilizing the process set forth below;
- (4) pursuant to processes set forth in statutory or similar legal authority, such as review of a land use matter after Planning Commission consideration and recommendation.

Each City Council agenda shall specifically provide for a discussion of Future Agenda Items. Council members wishing to place items on a future agenda shall submit requests to the City Manager at least ten (10) days before the Council meeting. The item shall identify the council member making the request and contain a brief description of the subject matter. Staff shall assist in framing the request. The Council will consider only whether staff time and City resources should be expended on the item. Any such items deemed by the City Manager to be of an urgent nature may be placed directly on the agenda. Members of the public wishing to place an item on the agenda must have a council member sponsor the item.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2008, by the following vote:

AYES:	Councilmembers Hatcher, Howze, Spycher, Vander Weide and Mayor Lazar
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

Rhonda Greenlee
Rhonda Greenlee, CMC, City Clerk,
City of Turlock, County of
Stanislaus, State of California