City Council Agenda

MAY 24, 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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: Disability Awareness Month, June 2016, accepted by Carolyn Teixeira Gomes
B. *Recognition*: Pitman High School Art Club
C. *Appointment*: Parks, Arts and Recreation Commission
D. *Announcement*: Campaign Finance Workshops

3. A. SPECIAL BRIEFINGS

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)
2. Million Acts of Kindness Initiative *(Packwood)*
3. Water Resources (*Cooke*)

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 4/14/16 in the amount of $2,040,487.01; Demands of 4/21/16 in the amount of $633,884.64; Demands of 4/28/16 in the amount of $382,572.71; Demands of 2/29/16 in the amount of $1,008,263.12

B. *Motion*: Accepting Minutes of Regular Meeting of May 10, 2016

C. 1. *Motion*: Accepting notification of Contract Change Order No. 1 (Final) in the amount of $3,250 (Fund 420) for City Project 11-58, "East Main Street Water Line Replacement" bringing the contract total to $625,747
2. *Motion*: Accepting improvements for City Project No. 11-58, "East Main Street Water Line Replacement" and authorizing the City Engineer to file a Notice of Completion
3. *Resolution*: Re-appropriating $80,000 to account number 420-52-551.51126 "East Main Waterline Replacement" to be funded from unappropriated Fund 420 Water Enterprise Reserves for City Project No. 11-58, "East Main Street Water Line Replacement" to complete the necessary funding required for this project

D. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the amount of $19,071 (Fund 413) for City Project 13-44, "Wet Utility Improvements around Fourth Street and A Street" bringing the contract total to $344,519
2. *Motion*: Accepting improvements for City Project No. 13-44, "Wet Utility Improvements around Fourth Street and A Street" and authorizing the City Engineer to file a Notice of Completion

E. 1. *Resolution*: Making the determination that City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15302(c) (Replacement or Reconstruction) of the CEQA Guidelines
2. *Motion*: Awarding bid and approving an agreement in the amount of $689,412.28 (Fund 420) with Taylor Backhoe Service, Inc. of Merced, California for City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue"

3. *Resolution*: Appropriating $668,965 to account number 420-52-551.51303 “Palm & Mitchell-Replace Steel with C-900” to be funded from unappropriated Fund 420 Water Enterprise reserves for City Project No.14-29, "Water Line Replacement on Palm Street and Mitchell Avenue" to complete the necessary funding required for this project

F. *Motion*: Approving a supplier agreement with Safe-T-Lite of Modesto, Inc., of Modesto, California, in an amount not to exceed $60,000 from account number 110-10-112.43187 “Tourism – Misc.”, for the rental of temporary traffic control devices on an as-needed basis related to City projects and special events

G. 1. *Resolution*: Determining acceptance of the 2015 General Plan Annual Report is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines

2. *Resolution*: Accepting the 2015 General Plan Annual Report pursuant to California Government Code Section 65400(a)(2) to be submitted to the Governor’s Office of Planning and Research and the California Department of Housing and Community Development

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

I. *Motion*: Awarding RFQ 16-351 and Contract No. 16-030 to All Valley Smog, Inc. of Turlock, having met all the specifications of RFQ 16-351 and being the lowest responsive and responsible bidder, for auto smog services for all City fleet vehicles for a period of twelve (12) months, in an amount not to exceed $5,000

J. 1. *Motion*: Awarding Request for Quotation 15-325 and Contract No. 16-021 to Websoft Developers, Inc. having met all of the specifications of Request for Quotation 15-325 and being the lowest responsive and responsible bidder for a Mobile Work Order Management Software System

2. *Motion*: Approving an agreement for services with Websoft Developers, Inc. for a Mobile Work Order Management Software System for the Municipal Services Department and the Parks, Recreation and Public Facilities Department for a period of five (5) years, in an amount not to exceed $136,749.81, from account numbers 410-51-534.51170 “Electronic Work Order System” and 110-50-500.41013 “Maintenance Services Software”

K. 1. *Motion*: Approving Amendment No. 1 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., for the preparation of a Hydrogeological and Water Quality Assessment Study to include additional work for the Rehabilitation/Modification Services of Well 32, in an amount not to exceed $212,096 from account number 420-52-550.43320 “Special Services/Projects”

2. *Resolution*: Appropriating $212,096 to account number 420-52-530.43320 “Special Services/Projects” to be funded from Water Enterprise Fund 420 Operating Reserves to fully fund Amendment No. 1 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc. for the preparation of a Hydrogeological and Water Quality Assessment Study to include additional work for the Rehabilitation/Modification Services of Well 32

L. 1. *Resolution*: Calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2016, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities

2. *Resolution*: Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 8, 2016, with the Statewide General Election to be held on the same date pursuant to §10403 of the Elections Code

3. *Resolution*: Adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 8, 2016
4. *Resolution*: Setting the deposit fee which will be required of candidates who elect to have a candidate's Statement of Qualifications printed in the ballot pamphlet for the City of Turlock General Municipal Election to be held on Tuesday, November 8, 2016

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 supersede and replace Council Resolution No. 2016-026 and adopt updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq. *(Hampton)*

Recommended Action:
Resolution: Superseding and replacing Council Resolution No. 2016-026 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

8. SCHEDULED MATTERS

A. Request to determine the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), determine the project is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) pursuant to Federal Aviation Administration (FAA) Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance, (310e), and authorize submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project. (*Van Guilder*)

***Recommended Action*:**
Resolution: Determining the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and determining the project is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) pursuant to Federal Aviation Administration (FAA) Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance, (310e)

Resolution: Authorizing submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project

B. Request to appropriate $75,000 to 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capital Facility Fees General Government" reserve balance to provide funds for a Sports & Recreation Facilities Prioritization and Feasibility Study. (*Schulze*)

***Recommended Action*:**
Resolution: Appropriating $75,000 to 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capital Facility Fees General Government" reserve balance to provide funds for a Sports & Recreation Facilities Prioritization and Feasibility Study

C. Request to accept the post event report for the Carnegie Centennial Celebration funded in part by the City through the Community Events and Activities Grant Program. (*Traini*)

***Recommended Action*:**
Motion: Accepting the post event report for the Carnegie Centennial Celebration funded in part by the City through the Community Events and Activities Grant Program

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

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

2A

IN HONOR OF

DISABILITY AWARENESS MONTH

JUNE 2016

WHEREAS, the City Council of the City of Turlock have recognized healthy communities as a priority; and

WHEREAS, disabilities can affect all people, regardless of race, age, gender, or social status and the essence of life is not embodied by physical or mental perfection, but it is an integral part of the human spirit; and

WHEREAS, increasing public awareness about diverse abilities is vital to fighting the stigma and discrimination that often serve as a barrier to employment, socialization, and individual well-being; and

WHEREAS, there are an estimated 4,050,631 people with disabilities in the State of California, and over 68,840 people over the age of five, with disabilities in Stanislaus County; and

WHEREAS, within the next year, at least one out of eight Californians will experience a disability personally or through a family member; and

WHEREAS, the Society for Disabilities will commemorate June 2016, and each June hereafter, as *Disability Awareness Month.*

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 June 2016, as **"DISABILITY AWARENESS MONTH"** in the City of Turlock and urge all citizens to become aware of the needs and capabilities of persons with disabilities.

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 24th day of May, 2016.

_____

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

2C

PARKS, ARTS & RECREATION COMMISSION

Appoint to Term(s) Expiring:

1 term vacated 5/03/15 — 12/31/17

2 Applicants:

Sandra Loza
Robert Holly

Parks, Arts & Recreation Commission

(Seven Member, Three-Year Terms)

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

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

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

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

APR 25 2016
City of Turlock

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ **Stanislaus County Airport Advisory Committee**

_X_ **Parks, Recreation & Community Commission**

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

_____ **Planning Commission**

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

_____ **Development Collaborative Advisory Committee**

_____ **Other**_____

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

Name: Sandra Loza

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 7 years

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

Occupation: Student

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): CSU Stanislaus - 4th year

Employment Highlights: Associated Students, Inc. - It is a privilege to be an advocate for students of CSU Stanislaus, and the CSU system, on a daily basis. Serving as the student voice and expressing concerns, as well as collaborating with different people and groups to address and resolve campus issues.

Prior Public Service, if any: Internship with the San Joaquin County Office of Education - serving K-12 students with excessive truancies, mental and behavioral issues, or land in foster programs

Present and past community activities and organizations: Active participant and proud collaborator of "Warriors Explore Downtown" event. Member, volunteer, and employee of New Life Christian Center (Children and Teen Ministry). Love Turlock participant for several years. Volunteer for Turlock Gospel Mission on several occasions.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I am a proud member of the Turlock community. Desire to promote involvement to all different groups of citizens and collaborate with the city, as a key stakeholder of CSU Stan and the City of Turlock. Ability to express concerns, opinions, and ideas, regarding decisions that affect the population of Turlock, with citizens' well-being in mind.

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

Sandra Lozano
Signature

04/13/16
Date

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

RECEIVED
OFFICE OF THE CITY CLERK
APR 2 7 2016 ADMINISTRATION
Office of the
City Clerk

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

__X__ **Parks, Arts & Recreation Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

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

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

_____ **Other**_____

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

Name: _____**ROBERT W. HOLLY**

Address: ___

Telephone: Home: _
Work: _____

Do you live within the City limits? ____**YES**_____ Are you registered to vote?____YES_____

How long have you lived in Turlock? **46 YEARS**_____

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

Occupation: _____**RETIRED TEACHER**_____

Business Address: _____N / A_____ Zip Code:_____

Education (highest school year complete, degrees, etc.): _____**COLLEGE GRADUATE, BA**_____

_____

Employment Highlights: ___**MILITARY, TEACHER**_____

_____

_____

Prior Public Service, if any: ___**ORGANIZED TURLOCK SOFTBALL ASSOCIATION, LITTLE LEAGUE BOARD MEMBER, LITTLE LEAGUE COACH, YOUTH SOCCOR COACH, ADULT LEAGUE VOLLEYBALL COACH, ADULT LEAGUE BASKETBALL COACH, ADULT LEAGUE SOFTBALL COACH, STANISLAUS SENIOR SOFTBALL BOARD MEMBER AND FORMER SECRETARY, SENIOR SOFTBALL LEAGUE COACH, SENIOR SOFTBALL TOURNAMENT COACH, TURLOCK SOFTBALL COMMITTEE MEMBER, MEMBER OF THE SPORTS AND RECREATION FACILITIES PRIORITIZATION AND FEASIBILITY STUDY COMMITTEE, SOFTBALL TOURNAMENT ORGANIZER, MEDI- FLIGHT SOFTBALL TOURNAMENT ORGANIZER (10 YEARS), SOFTBALL UMPIRE OVER 40 YEARS, UMPRE ORGANIZATION BOARD MEMBER,**_____

_____

_____

Present and past community activities and organizations: ____**PLEASE SEE ABOVE.**_____

_____

_____

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? __**I HAVE BEEN INVOLVED IN MANY RECREATIONAL ACTIVITIES OVER THE PAST FORTY YEARS I HAVE LIVED IN TURLOCK. I HAVE BEEN INVOLVED IN MAINTAINING FACILITIES IN THE PAST. I HAVE IN THE PAST, AND STILL DO ENJOY THE MANY PARKS THAT TURLOCK HAS LOCATED THROUGH OUT THE CITY. I THINK THAT I HAVE THE KNOWLEDGE OF RECREATION AND THE ARTS THAT WILL BENEFIT THE CITY OF TURLOCK INTO THE FUTURE.**_____

_____

_____

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

Robert W. Holley — Signature

27 April 2016 — Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING WEEKLY DEMANDS OF 04/14/16 IN THE AMOUNT OF $2,040,487.01; WEEKLY DEMANDS OF 04/21/16 IN THE AMOUNT OF $633,884.64; WEEKLY DEMANDS OF 04/28/16 IN THE AMOUNT OF $382,572.71; MONTHLY DEMANDS OF 02/29/16 IN THE AMOUNT OF $1,008,263.12;	}	**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:
04/14/16	$2,040,487.01
04/21/16	$633,884.64
04/28/16	$382,572.71
02/29/16	1,008,263.12

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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: 4/8/2016 - To Payment Date: 4/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
106448	04/13/2016	Open			Utility Management Refund	CENTRAL VALLEY PROP MGMNT	$56.98		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	475882-003	MOVE OUT CREDIT	04/13/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$56.98

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106449	04/13/2016	Open			Utility Management Refund	CENTRAL VALLEY PROP MGMNT	$52.65		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	228451-004	MOVE OUT CREDIT	04/13/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$52.65

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106450	04/13/2016	Open			Utility Management Refund	VAN GAALEN SR, LEN	$155.95		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	222372-005	MOVE OUT CREDIT	04/13/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$155.95

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106451	04/14/2016	Open			Accounts Payable	3T EQUIPMENT CO INC	$6,198.53		

Invoice	Date	Description	Amount
65502	04/07/2016	CCTV Camera Cable	$6,198.53

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$6,198.53

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106452	04/14/2016	Open			Accounts Payable	A & A PORTABLES INC	$664.88		

Invoice	Date	Description	Amount
1-647838	04/11/2016	PORTABLE FOR PEDRETTI	$382.54
1-647586	04/11/2016	PORTABLE FOR ASSESSMENTS	$79.76
1-647250	04/11/2016	PORTABLE FOR PEDRETTI/TRSC	$202.58

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$585.12
246 - Landscape Assessment	246.11000 (Cash)	$79.76

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106453	04/14/2016	Open			Accounts Payable	AMERICAN CANCER SOCIETY	$331.50		

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	AMER CANC - American Cancer Charitable Cont*	$331.50

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$331.50

5A

Payment Register

From Payment Date: 4/8/2016 - To Payment Date: 4/14/2016

106454	04/14/2016	Open	Accounts Payable	AMERICAN RED CROSS		$161.00
Invoice		Date	Description		Amount	
JUL - DEC 2015		04/13/2016	AMER CROS - Red Cross Charitable Contrib*		$161.00	
Paying Fund			Cash Account		Amount	
104 - Payroll Clearing Fund			104.11000 (Cash)		$161.00	
106455	04/14/2016	Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		$274.96
Invoice		Date	Description		Amount	
1419244		04/07/2016	FULL SERVICE MAINT FOR OCE TD54S/OCE TCS300		$274.96	
Paying Fund			Cash Account		Amount	
502 - Engineering			502.11000 (Cash)		$274.96	
106456	04/14/2016	Open	Accounts Payable	ASSOCIATED ENG GROUP INC		$1,980.00
Invoice		Date	Description		Amount	
8812		04/07/2016	CP 13-65 TRAFFIC SIGNAL AT N. OLIVE & WAYSIDE		$1,980.00	
Paying Fund			Cash Account		Amount	
215 - Streets - Grant Funded Projects			215.11000 (Cash)		$1,980.00	
106457	04/14/2016	Open	Accounts Payable	AT&T / CALNET 3		$142.56
Invoice		Date	Description		Amount	
000007834020		04/11/2016	Bill payer: 9391034897		$142.56	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$142.56	
106458	04/14/2016	Open	Accounts Payable	AT&T/SBC		$69.72
Invoice		Date	Description		Amount	
4/01/16-RelayTDD		04/11/2016	Acct# 248 134-2929 655 9/ California Relay Srvc TDD		$4.53	
4/01/16 - Fire		04/11/2016	Acct# 233 841-5391 333 1/ Fire Dept		$65.19	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$69.72	
106459	04/14/2016	Open	Accounts Payable	BONANDER TRUCKS		$298.25
Invoice		Date	Description		Amount	
717462		04/08/2016	SHOES		$298.25	
Paying Fund			Cash Account		Amount	
426 - Transit - Fixed Route			426.11000 (Cash)		$298.25	
106460	04/14/2016	Open	Accounts Payable	BUREAU VERITAS NO AMERICA		$6,276.45
Invoice		Date	Description		Amount	
1309812		04/08/2016	PLAN CHECK SERVICES FOR BP#16-0080		$1,160.00	
1309324		04/08/2016	PLAN CHECK SERVICES FOR BP#16-0064		$2,380.70	
1309323		04/08/2016	PLAN CHECK SERVICES FOR BP#15-1438		$1,407.00	
1316753		04/08/2016	PLAN CHECK SERVICES FOR BP#16-0199		$641.25	

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1312411	04/08/2016	PLAN CHECK SERVICES FOR BP#15-1346		$687.50
Paying Fund		Cash Account		Amount
405 - Building		405.11000 (Cash)		$6,276.45

106461	04/14/2016	Open	Accounts Payable	CALIFORNIA CRANE SCHOOL INC	$2,550.00
Invoice	Date	Description		Amount	
1819	04/07/2016	CRANE OPERATOR CERTIFICATIONS TR #3916		$2,550.00	
Paying Fund		Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,275.00	
420 - WATER		420.11000 (Cash)		$1,275.00	

106462	04/14/2016	Open	Accounts Payable	CALIFORNIA STATE UNIVERSITY STANISLAUS	$150.00
Invoice	Date	Description		Amount	
CMP-004207	04/07/2016	15-75 SOUTHWEST QUADRANT CDBG FRONTAGE IMPROVEMENTS		$150.00	
Paying Fund		Cash Account		Amount	
217 - Streets - Gas Tax		217.11000 (Cash)		$150.00	

106463	04/14/2016	Open	Accounts Payable	CDW LLC	$493.20
Invoice	Date	Description		Amount	
CNV2033	04/07/2016	(2) HP Laserjet Pro printers		$493.20	
Paying Fund		Cash Account		Amount	
266 - Police Services Grants		266.11000 (Cash)		$493.20	

106464	04/14/2016	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	$360.11
Invoice	Date	Description		Amount	
27029	04/07/2016	CONTRACT # 15-059 FOR CONCRETE		$360.11	
Paying Fund		Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$360.11	

106465	04/14/2016	Open	Accounts Payable	CHAMPION INDUSTRIAL	$317.00
Invoice	Date	Description		Amount	
50668	04/11/2016	Preventative Maintenance & Filter Change-out - Feb 2016		$317.00	
Paying Fund		Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$65.00	
501 - Information Technology		501.11000 (Cash)		$252.00	

106466	04/14/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS	$185.75
Invoice	Date	Description		Amount	
0703380 - 4/6/16	04/11/2016	8203 13 001 0703380 / 1411 Shady Ln		$65.00	
0000051 -4/01/16	04/11/2016	8203 13 680 0000051 / City Hall (TV service)		$120.75	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$77.68	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$21.53	

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420 - WATER	420.11000 (Cash)	$21.54
501 - Information Technology	501.11000 (Cash)	$65.00

106467 04/14/2016 Open — Accounts Payable — CHILDREN'S CRISIS CENTER — $535.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	CHLD CRIS - Children Crisis Charitable Cont*	$535.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$535.00

106468 04/14/2016 Open — Accounts Payable — CINCINNATI LIFE INS INC — $723.12

Invoice	Date	Description	Amount
APR-16-Premiums	04/11/2016	CINN LIFE - April 2016 Prem	$723.12

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$723.12

106469 04/14/2016 Open — Accounts Payable — CITY OF TURLOCK - CASH — $225.93

Invoice	Date	Description	Amount
04-08-16 REPLN	04/08/2016	AR-REPLENISH PETTY CASH 04-14-16	$225.93

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$131.21
255 - CDBG	255.11000 (Cash)	$41.00
266 - Police Services Grants	266.11000 (Cash)	$12.60
270 - Recreation Grants	270.11000 (Cash)	$18.06
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$23.06

106470 04/14/2016 Open — Accounts Payable — CITY OF TURLOCK COMMUNITY — $1,739.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	XMAS FAM - Christmas Family Charitable Cont*	$1,739.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$1,739.00

106471 04/14/2016 Open — Accounts Payable — COMBINED BENEFITS ADMINISTRATORS — $538,287.55

Invoice	Date	Description	Amount
2016-00001435	04/11/2016	Flex Dep Care & Unreim Med -3/31/16 Payroll	$5,736.42
APRIL PREM 2016	04/11/2016	CBA - APRIL 2016 PREMIUMS	$194,047.83
CK Run 4/12/16	04/13/2016	Check Run 4/12/16	$188,677.61
RX 3/15/16	04/13/2016	RX Claims Ending 3/15/16	$72,758.96
RX 12/15/15	04/13/2016	RX Claims Ending 12/15/15	$77,066.73

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$538,287.55

106472 04/14/2016 Open — Accounts Payable — COSTCO — $415.72

Invoice	Date	Description	Amount
3/26/16 x 8926	04/11/2016	Acct #7003-7310-0006-8926	$415.72

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$415.72

106473 04/14/2016 Open Accounts Payable COUNTRY FORD TRUCKS INC $562.09

Invoice	Date	Description	Amount
5019453	04/08/2016	CLAMP, BUSHING, PLUNGER	$95.11
5019528	04/08/2016	MANIFOLD, GASKET, THERMOSTAT	$466.98

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$466.98
420 - WATER	420.11000 (Cash)	$95.11

106474 04/14/2016 Open Accounts Payable CULLIGAN INC $28.00

Invoice	Date	Description	Amount
3-31-2016	04/08/2016	MONTHLY SERVICES	$28.00

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$28.00

106475 04/14/2016 Open Accounts Payable DAILY BREAD $840.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	DAILY - Daily Bread Charitable Contribut*	$840.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$840.00

106476 04/14/2016 Open Accounts Payable DELL MARKETING LP $2,958.90

Invoice	Date	Description	Amount
XJX3CN9T7	04/13/2016	(2)OptiPlex 9020-Muni Services	$1,972.61
XJX3CNJJ6	04/13/2016	(1)OptiPlex 9020-Traffic	$986.29

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$986.29
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$986.30
420 - WATER	420.11000 (Cash)	$986.31

106477 04/14/2016 Open Accounts Payable DF ENGINEERING INC $3,555.00

Invoice	Date	Description	Amount
22885	04/07/2016	SR02, 15-57 BROADWAY PARKING LOT	$3,555.00

Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	$3,555.00

106478 04/14/2016 Open Accounts Payable DIVISION OF THE STATE ARCHITECT $822.30

Invoice	Date	Description	Amount
JAN-MAR 2016	04/12/2016	2016-1ST QTR DISABILITY ACCESS FEE	$822.30

Paying Fund	Cash Account	Amount
301 - Capital Improvements	301.11000 (Cash)	$822.30

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106479	04/14/2016	Open	Accounts Payable	EDWARDS, TROY J	$2,073.60

Invoice	Date	Description	Amount
MAR 2016	04/11/2016	March Invoice	$2,073.60
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$2,073.60

106480	04/14/2016	Open	Accounts Payable	EMPLOYEE COMMUNITY CRISIS	$257.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	COMM CRIS - Community Charity Charitable Con*	$257.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$257.00

106481	04/14/2016	Open	Accounts Payable	EQUIFAX	$10.00

Invoice	Date	Description	Amount
9658592	04/06/2016	CREDIT CHECK SERVICES, 3/31/16 Statement	$10.00
Paying Fund		**Cash Account**	**Amount**
255 - CDBG		255.11000 (Cash)	$10.00

106482	04/14/2016	Open	Accounts Payable	FASTENAL COMPANY INC	$734.04

Invoice	Date	Description	Amount
CATUR116117	04/08/2016	UTILITY & JANITORIAL SUPPLIES	$468.38
CATUR116138	04/08/2016	LIFTING EYE, CUTTING BLADES	$77.46
CATUR116319	04/08/2016	STAINLESS STEEL FLAT CONNECTOR	$151.70
CATUR116356	04/08/2016	LOCK WASHER, FLAT WASHER, HEX CAP SCREW	$36.50
Paying Fund		**Cash Account**	**Amount**
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$734.04

106483	04/14/2016	Open	Accounts Payable	FIRST TRANSIT INC	$52,654.19

Invoice	Date	Description	Amount
11206038	04/07/2016	BLAST TRANSIT SERVICES	$52,654.19
Paying Fund		**Cash Account**	**Amount**
425 - Transit - Dial-A-Ride		425.11000 (Cash)	$15,021.99
426 - Transit - Fixed Route		426.11000 (Cash)	$37,632.20

106484	04/14/2016	Open	Accounts Payable	GCR TIRES & SERVICE	$481.02

Invoice	Date	Description	Amount
858-22485	04/08/2016	CA TIRE FEE	$481.02
Paying Fund		**Cash Account**	**Amount**
217 - Streets - Gas Tax		217.11000 (Cash)	$481.02

106485	04/14/2016	Open	Accounts Payable	GENFARE	$33,848.89

Invoice	Date	Description	Amount
90102080	04/07/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES	$1,022.40
90102154	04/07/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES	$49.94

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90101601	04/07/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES	$32,776.55

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$33,848.89

106486 04/14/2016 Open Accounts Payable GOMES & SONS INC, JOE M $14,422.32

Invoice	Date	Description	Amount
3/16/16-3/31/16	04/11/2016	CUST #24090 - Fuel Expense for 3/16/16 - 3/31/16	$14,105.83
185598	04/11/2016	Fire Station #1 - Generator	$316.49

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$7,698.81
205 - Sports Facilities	205.11000 (Cash)	$236.51
217 - Streets - Gas Tax	217.11000 (Cash)	$890.72
246 - Landscape Assessment	246.11000 (Cash)	$1,129.19
405 - Building	405.11000 (Cash)	$192.38
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,358.55
420 - WATER	420.11000 (Cash)	$726.01
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$1,806.64
426 - Transit - Fixed Route	426.11000 (Cash)	$88.13
501 - Information Technology	501.11000 (Cash)	$46.11
502 - Engineering	502.11000 (Cash)	$249.27

106487 04/14/2016 Open Accounts Payable GOMES PROPANE $112.20

Invoice	Date	Description	Amount
10781	04/11/2016	PROPANE FOR STREETS	$60.00
10790	04/11/2016	PROPANE FOR STREETS	$52.20

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$112.20

106488 04/14/2016 Open Accounts Payable GRAINGER INC, W W $1,641.69

Invoice	Date	Description	Amount
9063785449	04/08/2016	JANITORIAL & UTILITY SUPPLIES	$121.03
9041233207	04/08/2016	JANITORIAL SUPPLIES	$44.00
9051683598	04/08/2016	UTILITY SUPPLIES THRU MP2	$13.46
9051983048	04/08/2016	UTILITY & JANITORIAL SUPPLIES	$418.31
9061296308	04/08/2016	UTILITY SUPPLIES THRU MP2	$72.45
9071896170	04/08/2016	VALVE REBUILD KIT	$486.22
9066882599	04/07/2016	VALVE REBUILD KIT	$486.22

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,641.69

106489 04/14/2016 Open Accounts Payable HARDERS PRINT SHOP INC $1,220.48

Invoice	Date	Description	Amount
66818	04/08/2016	TAKE PRIDE IN TURLOCK EVENT FLYERS	$1,065.50
66849	04/11/2016	BUSINESS CARDS - CITY MANAGER/ADMIN, PURCHASING, & MUNI	$154.98

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$51.66
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$1,065.50
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$51.66
420 - WATER	420.11000 (Cash)	$51.66

106490 04/14/2016 Open Accounts Payable HAVEN WOMENS CENTER $542.23

Invoice	Date	Description	Amount
9/30/15 Draw 1	04/06/2016	HAVEN WOMENS CENTER FY 2015-2016	$542.23

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$542.23

106491 04/14/2016 Open Accounts Payable HILMAR LUMBER INC $260.51

Invoice	Date	Description	Amount
112707	04/08/2016	DIGESTER GAS LINE	$157.83
112722	04/08/2016	ITEMS TO FIX DECANT LINE	$102.68

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$260.51

106492 04/14/2016 Open Accounts Payable HOSPICE OF EMANUEL $348.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	HOSPICE - Hospice Charitable Contribution*	$348.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$348.00

106493 04/14/2016 Open Accounts Payable INDEPENDENT ELECTRIC INC $205.51

Invoice	Date	Description	Amount
S102686353.001	04/08/2016	OUTLETS	$205.51

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$205.51

106494 04/14/2016 Open Accounts Payable INTERSTATE TRUCK CTR $348.46

Invoice	Date	Description	Amount
02S25386	04/08/2016	MISC STEERING SYSTEM REPAIR	$348.46

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$348.46

106495 04/14/2016 Open Accounts Payable ITRON INC $7,823.60

Invoice	Date	Description	Amount
408007	04/08/2016	ERW-1300-408 ERW, 100WP+, PUL, DCRA, INT CON	$7,823.60

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$7,823.60

106496 04/14/2016 Open Accounts Payable JORGENSEN & CO INC $224.37

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Invoice	Date	Description	Amount
5584041	04/11/2016	FIRE EXTINGUISHERS SERVICE & MAINTENANCE - MULTIPLE DEPARTMENTS	$212.37
5580773	04/11/2016	FIRE STATION #4 - ANNUAL FIRE EXTINGUISHER SERVICE	$12.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$54.48
217 - Streets - Gas Tax	217.11000 (Cash)	$21.23
246 - Landscape Assessment	246.11000 (Cash)	$21.24
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$63.70
420 - WATER	420.11000 (Cash)	$21.24
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$21.24
426 - Transit - Fixed Route	426.11000 (Cash)	$21.24

106497 04/14/2016 Open Accounts Payable LANGUAGE LINE SERVICES $22.03

Invoice	Date	Description	Amount
3793421	04/11/2016	Acct #9020101104 - Translation services for Police Department	$22.03

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$22.03

106498 04/14/2016 Open Accounts Payable LEHIGH HANSON INC $903.81

Invoice	Date	Description	Amount
1664197	04/11/2016	ASPHALT FOR STREETS	$93.53
1663744	04/11/2016	ASPHALT FOR STREETS	$96.32
1660615	04/11/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$185.17
1665079	04/11/2016	ASPHALT FOR STREETS	$145.29
1662422	04/11/2016	ASPHALT FOR STREETS	$112.98
1663289	04/11/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$270.52

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$617.59
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$286.22

106499 04/14/2016 Open Accounts Payable LEXISNEXIS RISK SOLUTIONS FL INC $50.00

Invoice	Date	Description	Amount
1530196-20160331	04/12/2016	SKIP TRACING PROGRAM - MARCH 2016	$50.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$50.00

106500 04/14/2016 Open Accounts Payable LINCOLN EQUIPMENT INC $517.95

Invoice	Date	Description	Amount
SI286538	04/11/2016	SUPPLIES FOR POOL	$517.95

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$517.95

106501 04/14/2016 Open Accounts Payable LPAS INC $1,490.00

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Invoice	Date	Description	Amount
29416	04/07/2016	SR01, 15-43 MONTANA NEIGHBORHOOD PARK	$1,490.00
Paying Fund		Cash Account	Amount
269 - Parks & Public Facilities Grants		269.11000 (Cash)	$1,490.00

106502 04/14/2016 Open Accounts Payable MO-CAL OFFICE SOLUTIONS INC $995.69

Invoice	Date	Description	Amount
AR236546	04/08/2016	MUNICIPAL SERVICES COPY MACHINE	$995.69
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$995.69

106503 04/14/2016 Open Accounts Payable MODESTO BEE $1,025.00

Invoice	Date	Description	Amount
343953-3/25/16	04/06/2016	Ad in Bee for Annual Action Plan on 3/25/16	$1,025.00
Paying Fund		Cash Account	Amount
255 - CDBG		255.11000 (Cash)	$1,025.00

106504 04/14/2016 Open Accounts Payable NAPA AUTO PARTS $180.39

Invoice	Date	Description	Amount
658416	04/08/2016	DISC BRAKES	$37.09
658443	04/08/2016	SPARK PLUG	$20.41
658475	04/08/2016	EMER LMP	$7.19
658786	04/08/2016	SINGLE FLASH STROBE	$62.65
658821	04/08/2016	DISC BRAKE PADS	$30.91
658434	04/08/2016	LICENSE LAMP W METAL	$15.48
658649	04/08/2016	MACS BRAKE QUIET	$6.66
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$22.14
217 - Streets - Gas Tax		217.11000 (Cash)	$106.93
246 - Landscape Assessment		246.11000 (Cash)	$20.41
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$30.91

106505 04/14/2016 Open Accounts Payable NELSON\ NYGAARD CONSULTING ASSOCIATES INC $11,798.65

Invoice	Date	Description	Amount
66602	04/07/2016	14-75 SHORT RANGE TRANSIT PLAN 2015-2020	$11,798.65
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	$11,798.65

106506 04/14/2016 Open Accounts Payable NSP3 $7,087.69

Invoice	Date	Description	Amount
15980	04/11/2016	ENGINEERED WOOD FIBER FOR PLAYGROUNDS	$7,087.69
Paying Fund		Cash Account	Amount
228 - Park Development Tax		228.11000 (Cash)	$7,087.69

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106507	04/14/2016	Open	Accounts Payable	OREILLY AUTO PARTS	$1.97

Invoice	Date	Description	Amount
2800-306508	04/08/2016	O'REILLY AUTO PARTS - PARTS & MISC ITEMS	$1.97

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$1.97

106508	04/14/2016	Open	Accounts Payable	P G & E	$1,738.69

Invoice	Date	Description	Amount
501MtVsta-4/5/16	04/11/2016	2087893140-9 / 501 E Monte Vista Ave	$57.91
CityHall -4/7/16	04/11/2016	3254375586-5 / 156 S Broadway	$98.44
540MrshIl-4/7/16	04/11/2016	3159594551-5 / 540 Marshall St	$124.00
1191Cahil-4/7/16	04/11/2016	2890831960-2 / 1191 Cahill St	$113.22
701WInt - 4/8/16	04/11/2016	6224543828-8 / 701 S Walnut Rd	$35.87
791WInt - 4/8/16	04/11/2016	6182877164-4 / 791 S Walnut Rd	$23.99
801WInt -4/08/16	04/11/2016	6266210492-6 / 801 S Walnut Rd	$30.92
701WIntE -4/8/16	04/11/2016	6141210500-1 / 701 S Walnut Rd E	$7.84
901WInt - 4/8/16	04/11/2016	6349543820-0 / 901 S Walnut Rd	$109.72
901WInt -4/08/16	04/11/2016	6307877156-3 / 901 S Walnut Rd	$1,136.78

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$448.48
217 - Streets - Gas Tax	217.11000 (Cash)	$7.84
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,246.50
505 - Fleet	505.11000 (Cash)	$35.87

106509	04/14/2016	Open	Accounts Payable	PAL	$209.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	PAL - PAL Charitable Contribution*	$209.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$209.00

106510	04/14/2016	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	$2,526.94

Invoice	Date	Description	Amount
I909699	04/08/2016	BUTTON	$2,526.94

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$2,526.94

106511	04/14/2016	Open	Accounts Payable	RECREATION SCHOLARSHIP	$165.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	REC PROG - Rec Scholorship Charitable Cont*	$165.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$165.00

106512	04/14/2016	Open	Accounts Payable	ROGERS, DANIEL, W	$525.00

Invoice	Date	Description	Amount
736 Park St. Tlk	04/06/2016	Appraisal of 736 Park Street, Turlock CA	$525.00

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Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$525.00

106513 04/14/2016 Open Accounts Payable SAFE-T-LITE CO INC $317.33

Invoice	Date	Description	Amount
323437	04/11/2016	Razorback shovels	$317.33

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$317.33

106514 04/14/2016 Open Accounts Payable SAFETY-KLEEN CORPORATION $157.74

Invoice	Date	Description	Amount
R002260603	04/08/2016	SELF-RECYCLING PARTS WASHER	$157.74

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

106515 04/14/2016 Open Accounts Payable SALVATION ARMY $24.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	SALV ARMY - Salvation Army Charitable Cont*	$24.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$24.00

106516 04/14/2016 Open Accounts Payable SAN JOAQUIN VALLEY TEEN CHALLENGE $864.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	TEEN CHALL - Teen Challenge*	$864.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$864.00

106517 04/14/2016 Open Accounts Payable SIEMENS INDUSTRY INC $8,935.28

Invoice	Date	Description	Amount
5620008592	04/07/2016	REPLACED SIGNAL POLE AT CHRISTOFFERSEN & WALNUT	$8,935.28

Paying Fund	Cash Account	Amount
216 - Streets - Local Transportation	216.11000 (Cash)	$8,935.28

106518 04/14/2016 Open Accounts Payable SIERRA CHEMICAL CO $12,696.60

Invoice	Date	Description	Amount
SLS10031819	04/08/2016	CHLORINE	$12,696.60

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$12,696.60

106519 04/14/2016 Open Accounts Payable SPRINT $1,546.02

Invoice	Date	Description	Amount
637094318-172	04/11/2016	Sprint 3/08/16 - 4/07/16	$1,546.02

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$402.47

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205 - Sports Facilities	205.11000 (Cash)	$69.41
217 - Streets - Gas Tax	217.11000 (Cash)	$135.18
246 - Landscape Assessment	246.11000 (Cash)	$47.20
270 - Recreation Grants	270.11000 (Cash)	$21.08
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$429.28
420 - WATER	420.11000 (Cash)	$410.04
505 - Fleet	505.11000 (Cash)	$31.36

106520 04/14/2016 Open Accounts Payable ST BOARD OF EQUALIZATION $2,090.70

Invoice	Date	Description	Amount
JAN-MAR 2016	04/08/2016	JAN-MAR 2016 Fuel Tax Return-	$2,090.70
Paying Fund		Cash Account	Amount
505 - Fleet		505.11000 (Cash)	$2,090.70

106521 04/14/2016 Open Accounts Payable ST. FRANCIS ELECTRIC, INC. $26,205.00

Invoice	Date	Description	Amount
1521516	04/08/2016	TURLOCK TS MAINTENANCE MONTE VISTA & CROWELL RR TS HEADS	$10,305.00
1521517	04/08/2016	TURLOCK TS MAINTENANCE W CHRISTOFFERSEN & N WALNUT RD	$15,900.00
Paying Fund		Cash Account	Amount
216 - Streets - Local Transportation		216.11000 (Cash)	$26,205.00

106522 04/14/2016 Open Accounts Payable STANISLAUS CO ENV RES $1,459.00

Invoice	Date	Description	Amount
IN0000378	04/08/2016	SURCHARGES	$898.00
IN0001496	04/08/2016	SURCHARGES	$561.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,459.00

106523 04/14/2016 Open Accounts Payable STANISLAUS REGIONAL TRANS $1,190.50

Invoice	Date	Description	Amount
JAN-MAR 2016	04/13/2016	JAN-MAR-2016 TRANSIT SALES	$1,190.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,190.50

106524 04/14/2016 Open Accounts Payable STANISLAUS WILDLIFE CARE $124.50

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	WILD CARE - Wildlife Care Charitable Contrib*	$124.50
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$124.50

106525 04/14/2016 Open Accounts Payable T I D $193,837.99

Invoice	Date	Description	Amount
Stmt: 4/1/16	04/11/2016	000208-000000-0167 (Well Pump Stations)	$53,995.28
Stmt 4/01/16	04/11/2016	000208-000000-0168 (Sewer Pump Stations)	$2,957.67

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Stmt 4/1/16	04/11/2016	000208-022041-0003/ 244 N Broadway (PSF)	$11,761.56
PO 194 - 4/14/16	04/11/2016	Multiple COT Accounts paid on PO 194	$3,533.00
Stmt: 4/05/16	04/11/2016	000208-012362-0008/ 901 S Walnut (Water Treatment Facility)	$121,504.15
Stmt: 4/5/16	04/11/2016	000208-030839-0001 / East & Minaret (HAM Center)	$86.33

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$14,166.19
216 - Streets - Local Transportation	216.11000 (Cash)	$1,110.89
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$124,479.07
420 - WATER	420.11000 (Cash)	$53,995.28
426 - Transit - Fixed Route	426.11000 (Cash)	$86.56

106526 04/14/2016 Open Accounts Payable TBA AUTO PARTS $1,733.32

Invoice	Date	Description	Amount
MARCH 2016	04/07/2016	TBA AUTO PARTS - AUTOMOTIVE PARTS & SERVICE	$1,733.32

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$865.42
205 - Sports Facilities	205.11000 (Cash)	$21.00
217 - Streets - Gas Tax	217.11000 (Cash)	$211.63
246 - Landscape Assessment	246.11000 (Cash)	$114.43
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$206.43
420 - WATER	420.11000 (Cash)	$5.90
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$2.72
426 - Transit - Fixed Route	426.11000 (Cash)	$281.79
502 - Engineering	502.11000 (Cash)	$24.00

106527 04/14/2016 Open Accounts Payable THE SHALLECK COLLABORATIVE INC $544.50

Invoice	Date	Description	Amount
16-0103	04/07/2016	14-26A COUNCIL CHAMBERS IMPROVEMENTS	$544.50

Paying Fund	Cash Account	Amount
240 - Small Equipment Replacement	240.11000 (Cash)	$544.50

106528 04/14/2016 Open Accounts Payable TOWNSEND PUBLIC AFFAIRS INC $5,000.00

Invoice	Date	Description	Amount
11645	04/08/2016	LOBBYING SERVICES	$5,000.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,500.00
420 - WATER	420.11000 (Cash)	$2,500.00

106529 04/14/2016 Open Accounts Payable TOYS FOR TOTS $279.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	TOYS TOTS - Toys for Tots Charitable Contrib*	$279.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$279.00

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106530	04/14/2016	Open	Accounts Payable	TURF STAR	$301.12

Invoice	Date	Description	Amount
6931021-00	04/07/2016	SP95-650 BELT	$194.10
6930886-00	04/08/2016	V BELT	$107.02
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$301.12

106531	04/14/2016	Open	Accounts Payable	TURLOCK ANIMAL SERVICES	$413.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	ANIM CONT - Animal Control Charitable Contr*	$413.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$413.00

106532	04/14/2016	Open	Accounts Payable	TURLOCK POLICE CHAPLAINCY	$455.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	CHAPLIN - Chaplin Program*	$455.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$455.00

106533	04/14/2016	Open	Accounts Payable	TURLOCK POLICE WIDOWS & ORPHANS	$1,236.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	PD WIDOW - Police Widows & Orphans Charitab*	$1,236.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$1,236.00

106534	04/14/2016	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	$1,009,949.65

Invoice	Date	Description	Amount
MAR 2016-PYMT 2	04/08/2016	MARCH PAYMENT #2	$400,000.00
OCT 2015	04/11/2016	October 2015 TSCO True Up	$99,406.65
NOV 2015	04/11/2016	November 2015 TSCO True Up	$97,407.22
DEC 2015	04/11/2016	December 2015 TSCO True Up	$104,332.10
JAN 2016	04/11/2016	January 2016 TSCO True Up	$150,695.74
FEB 2016	04/11/2016	February 2016 TSCO True Up	$158,107.94
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,009,949.65

106535	04/14/2016	Open	Accounts Payable	TURLOCK TOGETHER	$393.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	TUR TOG - Turlock Together Charitable Cont*	$393.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$393.00

106536	04/14/2016	Open	Accounts Payable	TURLOCK UMPIRE GROUP	$2,436.00

Invoice	Date	Description	Amount

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FEB 2016	04/11/2016	Feb Invoice	$2,436.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$2,436.00

106537 04/14/2016 Open Accounts Payable UNITED RESOURCE SYSTEMS INC $221.51

Invoice	Date	Description	Amount
6310 URS FEB 16	04/13/2016	6310 URS BL FEB 2016 COLLECTION FEES	$12.50
6288 URS FEB 16	04/13/2016	6288 URS FEB 2016 COLLECTION FEES	$137.20
6288 URS JAN 16	04/13/2016	6288 URS JAN 2016 COLLECTION FEES	$59.31
6310 URS JAN 16	04/13/2016	6310 URS JAN 16 COLLECTION FEES	$12.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$82.11
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$77.24
420 - WATER		420.11000 (Cash)	$62.16

106538 04/14/2016 Open Accounts Payable UNITED WAY OF STANISLAUS $12.00

Invoice	Date	Description	Amount
JUL - DEC 2015	04/13/2016	UNIT WAY - United Way Charitable Contrib*	$12.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$12.00

106539 04/14/2016 Open Accounts Payable UNIVAR USA INC $4,219.49

Invoice	Date	Description	Amount
SJ736477	04/07/2016	SODIUM BISULFITE CONTRACT NO 13-108	$4,219.49
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$4,219.49

106540 04/14/2016 Open Accounts Payable UTILITY TELEPHONE, INC. $539.19

Invoice	Date	Description	Amount
Stmt: 4/01/16	04/11/2016	Acct #127022 - City-wide internet service	$539.19
Paying Fund		Cash Account	Amount
501 - Information Technology		501.11000 (Cash)	$539.19

106541 04/14/2016 Open Accounts Payable VERIZON WIRELESS $167.59

Invoice	Date	Description	Amount
9763199890	04/11/2016	RECREATION - Billing for 3/04/16 - 4/03/16	$26.27
9763199889	04/11/2016	BUILDING - Billing for 3/04/16 - 4/03/16	$90.16
9763199891	04/11/2016	HOUSING - Billing for 3/04/16 - 4/03/16	$51.16
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$26.27
255 - CDBG		255.11000 (Cash)	$51.16
405 - Building		405.11000 (Cash)	$90.16

106542 04/14/2016 Open Accounts Payable VINE & SONS INC, ER $765.54

Invoice	Date	Description	Amount

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0005431-IN	04/07/2016	VINE & SON - LUBRICATING OIL CONTRACT		$765.54
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$482.41
217 - Streets - Gas Tax		217.11000 (Cash)		$24.32
246 - Landscape Assessment		246.11000 (Cash)		$68.63
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$79.27
420 - WATER		420.11000 (Cash)		$36.97
425 - Transit - Dial-A-Ride		425.11000 (Cash)		$36.97
426 - Transit - Fixed Route		426.11000 (Cash)		$36.97

106543	04/14/2016	Open	Accounts Payable	VISION SERVICE PLAN CA	$6,592.36
Invoice	Date	Description		Amount	
VSP-PREM -APR 16	04/11/2016	VSP - APRIL 2016 PREMIUMS		$1,599.43	
VSP-MAR 16-CLAIM	04/11/2016	VSP - MARCH 2016 CLAIMS		$4,992.93	
Paying Fund		Cash Account		Amount	
511 - Health Care		511.11000 (Cash)		$6,592.36	

106544	04/14/2016	Open	Accounts Payable	WARDEN'S OFFICE INC	$5,908.61
Invoice	Date	Description		Amount	
44653-0	04/07/2016	INSTALLATION OF HAWORTH PANELS		$5,908.61	
Paying Fund		Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$5,908.61	

106545	04/14/2016	Open	Accounts Payable	WE CARE PROGRAM	$2,500.00
Invoice	Date	Description		Amount	
Draw 3 March	04/06/2016	WE CARE PROGRAM FY 2015-2016		$2,500.00	
Paying Fund		Cash Account		Amount	
255 - CDBG		255.11000 (Cash)		$2,500.00	

106546	04/14/2016	Open	Accounts Payable	WEST YOST ASSOCIATES	$5,593.58
Invoice	Date	Description		Amount	
2029428	04/07/2016	2/6/16 to 3/4/16 2015 URBAN WATER MANAGEMENT PLAN		$5,593.58	
Paying Fund		Cash Account		Amount	
420 - WATER		420.11000 (Cash)		$5,593.58	

106547	04/14/2016	Open	Accounts Payable	WESTSIDE MINISTRIES	$480.00
Invoice	Date	Description		Amount	
JUL - DEC 2015	04/13/2016	WESTSIDE - Westside Ministry Charitable Con*		$480.00	
Paying Fund		Cash Account		Amount	
104 - Payroll Clearing Fund		104.11000 (Cash)		$480.00	

106548	04/14/2016	Open	Accounts Payable	WGR SOUTHWEST, INC	$2,257.94
Invoice	Date	Description		Amount	
17600	04/07/2016	2/23/16 - 3/10/16 SUPPORT SERVICES		$2,257.94	

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Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,257.94

106549 04/14/2016 Open Accounts Payable ZALREICH CHEMICAL CO INC $17,858.41

Invoice	Date	Description	Amount
201744	04/07/2016	ZALREICH CHEMICAL - ALUMINUM CHLOROHYDRATE - CONTRACT 11-905	$17,858.41

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$17,858.41

106550 04/14/2016 Open Accounts Payable ZEE MEDICAL SERVICE CO $79.64

Invoice	Date	Description	Amount
66582605	04/11/2016	WQC medical supplies	$79.64

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$79.64

106551 04/14/2016 Open Accounts Payable Banana, Lydio and Jessica $32.88

Invoice	Date	Description	Amount
1783 Henry Way	04/06/2016	Reimb for overpayment of FirstTimeHomeBuyer Loan- 1783 Henry Wy	$32.88

Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$32.88

106552 04/14/2016 Open Accounts Payable BOYD, KRISTEN $24.00

Invoice	Date	Description	Amount
Refund	04/13/2016	Park reservation refund	$24.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$24.00

106553 04/14/2016 Open Accounts Payable BRAY, NATHAN $600.00

Invoice	Date	Description	Amount
FY 15/16-ProfDev	04/07/2016	Professional Development FY2015-16	$600.00

Paying Fund	Cash Account	Amount
502 - Engineering	502.11000 (Cash)	$600.00

106554 04/14/2016 Open Accounts Payable BROOKS, MLINDA $77.00

Invoice	Date	Description	Amount
Park Refund	04/05/2016	Park reservation refund	$77.00

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$77.00

106555 04/14/2016 Open Accounts Payable BUENROSTRO, MARIA $29.00

Invoice	Date	Description	Amount
Refund	04/13/2016	Park reservation cancellation	$29.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$29.00

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106556	04/14/2016 Open		Accounts Payable	CRAY, AUDREY	$600.00
	Invoice	Date	Description	Amount	
	FY 15/16-ProfDev	04/07/2016	Professional Development FY2015-16	$600.00	
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$600.00	
106557	04/14/2016 Open		Accounts Payable	DHAMI, JESSIE	$500.00
	Invoice	Date	Description	Amount	
	FY 15/16-ProfDev	04/07/2016	Professional Development FY2015-16	$500.00	
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$500.00	
106558	04/14/2016 Open		Accounts Payable	GILLEY, LARRY	$20.00
	Invoice	Date	Description	Amount	
	TR 3921-Per Diem	04/13/2016	TR #3921 - LARRY GILLEY CCCS SCHOOL	$20.00	
	Paying Fund		Cash Account	Amount	
	420 - WATER		420.11000 (Cash)	$20.00	
106559	04/14/2016 Open		Accounts Payable	OPERATION BLUE SANTA	$5.00
	Invoice	Date	Description	Amount	
	JUL - DEC 2015	04/13/2016	JUL - DEC 2015 - EMPLOYEE DEDUCTION CHARITY	$5.00	
	Paying Fund		Cash Account	Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)	$5.00	
106560	04/14/2016 Open		Accounts Payable	PETERSEN, MICHAEL	$500.00
	Invoice	Date	Description	Amount	
	Reimbursement	04/11/2016	REIMBURSEMENT FOR CASP VERIFICATION & CERTIFICATION	$500.00	
	Paying Fund		Cash Account	Amount	
	405 - Building		405.11000 (Cash)	$500.00	
106561	04/14/2016 Open		Accounts Payable	SOUSA, JOE	$256.00
	Invoice	Date	Description	Amount	
	TR 3930-Per Diem	04/12/2016	TR 3930-Per Diem-Interop 2016-Las Vegas NV	$256.00	
	Paying Fund		Cash Account	Amount	
	501 - Information Technology		501.11000 (Cash)	$256.00	
106562	04/14/2016 Open		Accounts Payable	YORK, WAYNE	$600.00
	Invoice	Date	Description	Amount	
	FY 15/16-ProfDev	04/07/2016	Professional Development-FY 15/16	$600.00	
	Paying Fund		Cash Account	Amount	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)	$150.00	
	426 - Transit - Fixed Route		426.11000 (Cash)	$150.00	
	502 - Engineering		502.11000 (Cash)	$300.00	

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From Payment Date: 4/8/2016 - To Payment Date: 4/14/2016

Type Check Totals:		
AP - Accounts Payable Totals	115 Transactions	$2,040,487.01

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	$2,040,487.01	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	115	$2,040,487.01	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	$2,040,487.01	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	115	$2,040,487.01	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**115**	**$2,040,487.01**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**115**	**$2,040,487.01**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**115**	**$2,040,487.01**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**115**	**$2,040,487.01**	**$0.00**

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From Payment Date: 4/15/2016 - To Payment Date: 4/21/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable										
Check										
106563	04/20/2016	Open			Utility Management Refund	AHLEM, DAVID		$115.51		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$115.51			
106564	04/20/2016	Open			Utility Management Refund	AVILA, DEIDRE, ANN		$325.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$6.03			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$7.16			
	420 - WATER			420.11000 (Cash)			$311.81			
106565	04/20/2016	Open			Utility Management Refund	BOWLING, CYNTHIA		$141.45		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$141.45			
106566	04/20/2016	Open			Utility Management Refund	DEARDEUFF, SAM		$73.24		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$73.24			
106567	04/20/2016	Open			Utility Management Refund	DEATHERAGE, LORENE		$280.79		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$280.79			
106568	04/20/2016	Open			Utility Management Refund	FITZPATRICK HOMES		$149.46		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$149.46			
106569	04/20/2016	Open			Utility Management Refund	FITZPATRICK HOMES		$11.81		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$11.81			
106570	04/20/2016	Open			Utility Management Refund	FLORES CHAVEZ, MANUEL		$206.01		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$206.01			
106571	04/20/2016	Open			Utility Management Refund	KERR, KATHRYN		$101.50		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$101.50			
106572	04/20/2016	Open			Utility Management Refund	MATSON, CORINNE		$309.96		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$309.96			
106573	04/20/2016	Open			Utility Management Refund	RIOS, EMMANUEL		$299.21		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$299.21			

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106574	04/20/2016	Open	Utility Management Refund	SANDHU, BHUPINDER		$1,111.66
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$1,111.66	
106575	04/21/2016	Open	Accounts Payable	AIRGAS NCN		$771.84
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$771.84	
106576	04/21/2016	Open	Accounts Payable	ALL VALLEY SMOG INC		$49.50
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$24.75	
	502 - Engineering		502.11000 (Cash)		$24.75	
106577	04/21/2016	Open	Accounts Payable	AMERICA'S AUTO GLASS		$445.00
	Paying Fund		Cash Account		Amount	
	426 - Transit - Fixed Route		426.11000 (Cash)		$445.00	
106578	04/21/2016	Open	Accounts Payable	ANIMAL CARE EQUIP & SVCS		$733.04
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$733.04	
106579	04/21/2016	Open	Accounts Payable	APPLIED PEST MANAGEMENT INC		$687.50
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$145.00	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$280.00	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$262.50	
106580	04/21/2016	Open	Accounts Payable	AT & T		$44.25
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$8.86	
	217 - Streets - Gas Tax		217.11000 (Cash)		$4.43	
	246 - Landscape Assessment		246.11000 (Cash)		$4.43	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$26.53	
106581	04/21/2016	Open	Accounts Payable	AT&T/SBC		$33.29
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$33.29	
106582	04/21/2016	Open	Accounts Payable	BLUELINE RENTAL LLC		$181.13
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$181.13	
106583	04/21/2016	Open	Accounts Payable	CENTRAL SANITARY SUPPLY		$1,599.19
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,599.19	
106584	04/21/2016	Open	Accounts Payable	CENTRAL VALLEY BUSINESS FORMS		$1,722.43
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,722.43	
106585	04/21/2016	Open	Accounts Payable	CHAMPION INDUSTRIAL		$297.50
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$297.50	
106586	04/21/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS		$528.98
	Paying Fund		Cash Account		Amount	

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	110 - General Fund	110.11000 (Cash)		$69.98	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$60.00	
	501 - Information Technology	501.11000 (Cash)		$399.00	
106587	04/21/2016 Open		Accounts Payable	CITY OF TURLOCK - CASH	$120.58
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$84.58	
	502 - Engineering	502.11000 (Cash)		$36.00	
106588	04/21/2016 Open		Accounts Payable	CRESCENT SURPLUS INC	$452.99
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$452.99	
106589	04/21/2016 Open		Accounts Payable	CUMMINS PACIFIC LLC	$599.00
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$599.00	
106590	04/21/2016 Open		Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$75.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$75.00	
106591	04/21/2016 Open		Accounts Payable	DAVIDSON'S TRAINING	$250.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$250.00	
106592	04/21/2016 Open		Accounts Payable	DEL PUERTO WATER DISTRICT	$32,381.88
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$32,381.88	
106593	04/21/2016 Open		Accounts Payable	DOWNTOWN FORD SALES INC	$27,384.51
	Paying Fund	Cash Account		Amount	
	506 - Vehicle/Equipment Replacement	506.11000 (Cash)		$27,384.51	
106594	04/21/2016 Open		Accounts Payable	ENGINEERED FIRE SYST INC	$1,300.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,300.00	
106595	04/21/2016 Open		Accounts Payable	ENTERPRISE HOLDINGS LLC	$3,335.67
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$3,335.67	
106596	04/21/2016 Open		Accounts Payable	FEDERAL EXPRESS	$488.91
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$429.84	
	420 - WATER	420.11000 (Cash)		$59.07	
106597	04/21/2016 Open		Accounts Payable	FINANCIAL CREDIT NETWORK	$1,724.86
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$561.90	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$644.43	
	420 - WATER	420.11000 (Cash)		$518.53	
106598	04/21/2016 Open		Accounts Payable	GRAINGER INC, W W	$1,582.73
	Paying Fund	Cash Account		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$68.36	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,514.37	

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106599	04/21/2016	Open	Accounts Payable	GROENIGER & COMPANY	$1,842.99
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,617.31
	420 - WATER		420.11000 (Cash)		$225.68
106600	04/21/2016	Open	Accounts Payable	HILMAR LUMBER INC	$214.31
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$214.31
106601	04/21/2016	Open	Accounts Payable	HOLT OF CALIFORNIA INC	$18,834.38
	Paying Fund		Cash Account		Amount
	506 - Vehicle/Equipment Replacement		506.11000 (Cash)		$18,834.38
106602	04/21/2016	Open	Accounts Payable	HORIZON	$1,780.44
	Paying Fund		Cash Account		Amount
	205 - Sports Facilities		205.11000 (Cash)		$1,780.44
106603	04/21/2016	Open	Accounts Payable	HUNTINGTON COURT REPORTER	$1,387.68
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$1,387.68
106604	04/21/2016	Open	Accounts Payable	IBM CORPORATION	$999.10
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$999.10
106605	04/21/2016	Open	Accounts Payable	J A MOMANEY SERVICES INC	$12,845.94
	Paying Fund		Cash Account		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$12,845.94
106606	04/21/2016	Open	Accounts Payable	JORGENSEN & CO INC	$169.76
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$169.76
106607	04/21/2016	Open	Accounts Payable	KEY SEAL PRODUCTS INC	$31.75
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$31.75
106608	04/21/2016	Open	Accounts Payable	LEHIGH HANSON INC	$1,473.03
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$1,325.07
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$147.96
106609	04/21/2016	Open	Accounts Payable	MELLO TRANSMISSION CO INC	$1,217.96
	Paying Fund		Cash Account		Amount
	426 - Transit - Fixed Route		426.11000 (Cash)		$1,217.96
106610	04/21/2016	Open	Accounts Payable	MERCED COMMUNITY COLLEGE	$759.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$391.00
	255 - CDBG		255.11000 (Cash)		$46.00
	405 - Building		405.11000 (Cash)		$115.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$184.00
	502 - Engineering		502.11000 (Cash)		$23.00
106611	04/21/2016	Open	Accounts Payable	MICROBIZ SECURITY COMPANY	$3,499.65
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$1,186.86

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	501 - Information Technology	501.11000 (Cash)		$2,312.79	
106612	04/21/2016 Open		Accounts Payable	MOTOROLA INC	$4,103.75
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$4,103.75	
106613	04/21/2016 Open		Accounts Payable	NAPA AUTO PARTS	$34.44
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$34.44	
106614	04/21/2016 Open		Accounts Payable	NEVER BORING DESIGN INC	$141.86
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$141.86	
106615	04/21/2016 Open		Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$580.72
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$580.72	
106616	04/21/2016 Open		Accounts Payable	NEXT LEVEL PARTS INC	$798.85
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$109.62	
	217 - Streets - Gas Tax	217.11000 (Cash)		$134.82	
	246 - Landscape Assessment	246.11000 (Cash)		$43.34	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$499.28	
	420 - WATER	420.11000 (Cash)		$11.79	
106617	04/21/2016 Open		Accounts Payable	OREILLY AUTO PARTS	$62.76
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$62.76	
106618	04/21/2016 Open		Accounts Payable	P G & E	$8,637.86
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$4,127.06	
	426 - Transit - Fixed Route	426.11000 (Cash)		$1,449.45	
	505 - Fleet	505.11000 (Cash)		$3,061.35	
106619	04/21/2016 Open		Accounts Payable	PACE SUPPLY CORPORATION	$1,748.18
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$1,748.18	
106620	04/21/2016 Open		Accounts Payable	PARK MD, VERNON G	$150.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$150.00	
106621	04/21/2016 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$1,947.28
	Paying Fund	Cash Account		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$1,015.80	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$931.48	
106622	04/21/2016 Open		Accounts Payable	R & B COMPANY	$5,815.86
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$5,815.86	
106623	04/21/2016 Open		Accounts Payable	RADIOTRONICS INC	$917.00
	Paying Fund	Cash Account		Amount	
	116 - Special Public Safety	116.11000 (Cash)		$917.00	

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106624	04/21/2016	Open	Accounts Payable	RANDIK PAPER CO	$1,702.26
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,702.26
106625	04/21/2016	Open	Accounts Payable	ROSS-CAMPBELL INC	$500.00
	Paying Fund		Cash Account		Amount
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		$500.00
106626	04/21/2016	Open	Accounts Payable	SHORE CHEMICAL COMPANY	$383.62
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$383.62
106627	04/21/2016	Open	Accounts Payable	SIERRA CHEMICAL CO	$696.60
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$696.60
106628	04/21/2016	Open	Accounts Payable	ST. FRANCIS ELECTRIC, INC.	$13,064.50
	Paying Fund		Cash Account		Amount
	216 - Streets - Local Transportation		216.11000 (Cash)		$13,064.50
106629	04/21/2016	Open	Accounts Payable	STANISLAUS COUNTY DEPT OF ENVIRONMENTAL RESOURCES	$50.22
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$50.22
106630	04/21/2016	Open	Accounts Payable	STATE OF CALIFORNIA	$1,394.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$1,394.00
106631	04/21/2016	Open	Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	$13,411.98
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$13,411.98
106632	04/21/2016	Open	Accounts Payable	STORE IT MOBILE INC	$18,778.00
	Paying Fund		Cash Account		Amount
	116 - Special Public Safety		116.11000 (Cash)		$18,778.00
106633	04/21/2016	Open	Accounts Payable	T I D	$51,668.74
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$8,120.47
	216 - Streets - Local Transportation		216.11000 (Cash)		$36,825.81
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$6,562.61
	420 - WATER		420.11000 (Cash)		$159.85
106634	04/21/2016	Open	Accounts Payable	THOMSON WEST	$165.97
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$165.97
106635	04/21/2016	Open	Accounts Payable	TJKM TRANSPORT CONSULTANT	$2,220.00
	Paying Fund		Cash Account		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$2,220.00
106636	04/21/2016	Open	Accounts Payable	TREES INC	$570.66
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$570.66
106637	04/21/2016	Open	Accounts Payable	TURLOCK CITY TOW INC	$246.00
	Paying Fund		Cash Account		Amount

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	110 - General Fund	110.11000 (Cash)		$219.00	
	502 - Engineering	502.11000 (Cash)		$27.00	
106638	04/21/2016 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$200,000.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$200,000.00	
106639	04/21/2016 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$990.00
	Paying Fund	Cash Account		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$570.00	
	266 - Police Services Grants	266.11000 (Cash)		$420.00	
106640	04/21/2016 Open		Accounts Payable	UNIVAR USA INC	$4,000.04
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$4,000.04	
106641	04/21/2016 Open		Accounts Payable	US BANK-VISA	$78,770.59
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$39,187.20	
	112 - GF Reserve for Capital Purchases	112.11000 (Cash)		$43.24	
	120 - Tourism	120.11000 (Cash)		$88.00	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$951.05	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		$115.96	
	205 - Sports Facilities	205.11000 (Cash)		$3,438.98	
	216 - Streets - Local Transportation	216.11000 (Cash)		$518.30	
	217 - Streets - Gas Tax	217.11000 (Cash)		$6,174.41	
	225 - Transportation Tax	225.11000 (Cash)		$62.31	
	240 - Small Equipment Replacement	240.11000 (Cash)		$548.26	
	246 - Landscape Assessment	246.11000 (Cash)		$3,984.45	
	255 - CDBG	255.11000 (Cash)		$1,024.99	
	266 - Police Services Grants	266.11000 (Cash)		$3,912.33	
	269 - Parks & Public Facilities Grants	269.11000 (Cash)		$385.98	
	270 - Recreation Grants	270.11000 (Cash)		$476.92	
	405 - Building	405.11000 (Cash)		$3,092.07	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$8,927.59	
	420 - WATER	420.11000 (Cash)		$3,410.75	
	426 - Transit - Fixed Route	426.11000 (Cash)		$300.94	
	502 - Engineering	502.11000 (Cash)		$1,255.89	
	505 - Fleet	505.11000 (Cash)		$617.79	
	602 - Downtown Improvement Project	602.11000 (Cash)		$137.67	
	950 - SRWA	950.11000 (Cash)		$115.51	
106642	04/21/2016 Open		Accounts Payable	VAN DE POL ENTERPRISE INC	$499.90
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$499.90	
106643	04/21/2016 Open		Accounts Payable	VERIZON WIRELESS	$1,416.68
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$174.68	
	502 - Engineering	502.11000 (Cash)		$1,242.00	
106644	04/21/2016 Open		Accounts Payable	WEST STEEL & PLASTIC	$4,161.91
	Paying Fund	Cash Account		Amount	

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	217 - Streets - Gas Tax	217.11000 (Cash)		$87.41	
	240 - Small Equipment Replacement	240.11000 (Cash)		$4,074.50	
106645	04/21/2016 Open	Accounts Payable	CITY OF VISALIA		$400.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$400.00	
106646	04/21/2016 Open	Accounts Payable	CRAY, AUDREY		$209.67
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$209.67	
106647	04/21/2016 Open	Accounts Payable	GOMEZ CONSTRUCTION		$325.00
	Paying Fund	Cash Account		Amount	
	502 - Engineering	502.11000 (Cash)		$325.00	
106648	04/21/2016 Open	Accounts Payable	JOSEPH, ALFRED		$40.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$40.00	
106649	04/21/2016 Open	Accounts Payable	L STREET ARCHITECTS LTD		$325.00
	Paying Fund	Cash Account		Amount	
	502 - Engineering	502.11000 (Cash)		$325.00	
106650	04/21/2016 Open	Accounts Payable	LAYLAND, NAOMI & ANDREW		$325.00
	Paying Fund	Cash Account		Amount	
	502 - Engineering	502.11000 (Cash)		$325.00	
106651	04/21/2016 Open	Accounts Payable	LONG, VICTORIA		$18.00
	Paying Fund	Cash Account		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$18.00	
106652	04/21/2016 Open	Accounts Payable	LOPEZ, CARLOS		$100.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$100.00	
106653	04/21/2016 Open	Accounts Payable	MERCADO, JOEY		$162.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$162.00	
106654	04/21/2016 Open	Accounts Payable	NENNI, DANIEL		$166.19
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$166.19	
106655	04/21/2016 Open	Accounts Payable	NENNI, DANIEL		$160.98
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$160.98	
106656	04/21/2016 Open	Accounts Payable	QUINTERO, KATHERINE		$720.88
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$720.88	
106657	04/21/2016 Open	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS		$85,749.19
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$85,749.19	
106658	04/21/2016 Open	Accounts Payable	FARIA, JAMIE		$142.00
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$142.00	

Payment Register

From Payment Date: 4/15/2016 - To Payment Date: 4/21/2016

106659	04/21/2016	Open	Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13

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

Type Check Totals: 97 Transactions $633,884.64

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	$633,884.64	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	97	$633,884.64	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	$633,884.64	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	97	$633,884.64	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**97**	**$633,884.64**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**97**	**$633,884.64**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**97**	**$633,884.64**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**97**	**$633,884.64**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 4/22/2016 - To Payment Date: 4/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
106660	04/28/2016	Open			Accounts Payable	A & A PORTABLES INC	$152.29		
	Invoice		Date	Description		Amount			
	1-648533		04/21/2016	RENTAL-TEMPORARY RESTROOM AT THE TURLOCK REGIONAL TRANSIT CENTER		$152.29			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$152.29			
106661	04/28/2016	Open			Accounts Payable	AFLAC	$4,903.91		
	Invoice		Date	Description		Amount			
	659647		04/26/2016	AFLAC- APRIL 2016		$4,903.91			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$4,903.91			
106662	04/28/2016	Open			Accounts Payable	AFLAC GROUP INSURANCE	$2,275.80		
	Invoice		Date	Description		Amount			
	A066228700		04/26/2016	AFLAC: GROUP - APRIL 2016		$2,275.80			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,275.80			
106663	04/28/2016	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$548.88		
	Invoice		Date	Description		Amount			
	1411950		04/21/2016	FULL SERVICE MAINT FOR OCE TD54S/OCE TCS300		$274.44			
	1429480		04/21/2016	FULL SERVICE MAIN FOR OCE TD54S/OCE TCS300		$274.44			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$548.88			
106664	04/28/2016	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	$257.12		
	Invoice		Date	Description		Amount			
	I500-00024962		04/25/2016	55 GAL C/T METAL DRUM (RECON)		$257.12			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$257.12			
106665	04/28/2016	Open			Accounts Payable	AT & T	$32.07		
	Invoice		Date	Description		Amount			
	4861001 -4/15/16		04/22/2016	051 887-4861 001 / PD Internet		$32.07			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$32.07			

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Payment Register

From Payment Date: 4/22/2016 - To Payment Date: 4/28/2016

106666	04/28/2016	Open	Accounts Payable	AT&T / CALNET 3	$7,413.99

Invoice	Date	Description	Amount
000007929431	04/22/2016	Bill Payer: 2096677257859 (Calnet 2 account)	$128.96
4/28/16 - MULTI	04/22/2016	Multiple Calnet 3 Accounts paid on 4/28/16 (March-April 2016)	$7,285.03

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,339.64
205 - Sports Facilities	205.11000 (Cash)	$284.41
255 - CDBG	255.11000 (Cash)	$95.40
405 - Building	405.11000 (Cash)	$92.18
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,467.52
420 - WATER	420.11000 (Cash)	$285.98
426 - Transit - Fixed Route	426.11000 (Cash)	$420.24
501 - Information Technology	501.11000 (Cash)	$584.86
502 - Engineering	502.11000 (Cash)	$97.71
505 - Fleet	505.11000 (Cash)	$746.05

106667	04/28/2016	Open	Accounts Payable	AT&T INFO SYSTEM	$378.42

Invoice	Date	Description	Amount
0602021454	04/22/2016	Acct #8000-892-5697 / DOJ PD Line	$378.42

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$378.42

106668	04/28/2016	Open	Accounts Payable	AT&T MOBILITY	$46.51

Invoice	Date	Description	Amount
992507796X042016	04/22/2016	992507796 / 209-535-8705	$46.51

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$46.51

106669	04/28/2016	Open	Accounts Payable	BAUER COMPRESSORS INC	$360.00

Invoice	Date	Description	Amount
0000210492	04/21/2016	LABOR FOR SEMI-ANNUAL INSPECTION	$360.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$360.00

106670	04/28/2016	Open	Accounts Payable	BENDER ROSENTHAL, INC.	$6,000.00

Invoice	Date	Description	Amount
16027-1	04/21/2016	SR 16-01, 0828 FULKERTH/HWY 99 INTERCHANGE	$6,000.00

Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	$6,000.00

106671	04/28/2016	Open	Accounts Payable	BLX GROUP LLC	$2,275.00

Invoice	Date	Description	Amount

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41612-3756041916	04/25/2016	Interim Arbitrage Rebate Report - 1999 RDA Bonds		$2,275.00
Paying Fund		Cash Account		Amount
621 - Successor Agency - Non LMI		621.11000 (Cash)		$2,275.00

106672	04/28/2016	Open	Accounts Payable	BONANDER PONTIAC INC	$298.25
Invoice	Date	Description		Amount	
717462	04/21/2016	PART 4728T-SHOES		$298.25	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$298.25	

106673	04/28/2016	Open	Accounts Payable	CAROLLO ENGINEERS	$62,129.59
Invoice	Date	Description		Amount	
0147886	04/21/2016	15-39 CLARIFIER NO. 5		$23,661.48	
0148487	04/21/2016	15-39 CLARIFIER NO. 5		$38,468.11	
Paying Fund		Cash Account		Amount	
413 - WQC-Capital Expansion Reserve		413.11000 (Cash)		$62,129.59	

106674	04/28/2016	Open	Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	$726.47
Invoice	Date	Description		Amount	
197031	04/21/2016	2015 ANNUAL REPORT		$726.47	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$726.47	

106675	04/28/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS	$433.65
Invoice	Date	Description		Amount	
0695883 -4/16/16	04/22/2016	8203 13 001 0695883 / 901 S Walnut Rd		$84.99	
0763228 -4/15/16	04/22/2016	8203 13 001 0763228 / 4304 Arcadian Dr		$60.00	
0071862 -4/18/16	04/22/2016	8203 13 005 0071862 / 19535 Sanford Dr		$69.98	
0071896 -4/18/16	04/22/2016	8203 13 005 0071896 / 20453 3rd St		$65.00	
0780628 -4/21/16	04/22/2016	8203 13 001 0780628 / 244 N Broadway (PSF TV)		$153.68	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$153.68	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$112.47	
420 - WATER		420.11000 (Cash)		$42.50	
501 - Information Technology		501.11000 (Cash)		$125.00	

106676	04/28/2016	Open	Accounts Payable	CITY OF PATTERSON	$27.00
Invoice	Date	Description		Amount	
0627008	04/22/2016	Lifeguard Certification		$27.00	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$27.00	

106677	04/28/2016	Open	Accounts Payable	CLARK PEST CONTROL INC	$6,900.00

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Invoice	Date	Description	Amount
18089975	04/21/2016	FEBRUARY 2016	$469.00
18089976	04/21/2016	FEBRUARY 2016	$308.00
18089978	04/21/2016	FEBRUARY 2016	$22.00
18089979	04/21/2016	FEBRUARY 2016	$22.00
18090416	04/21/2016	FEBRUARY 2016	$330.00
18089980	04/21/2016	FEBRUARY 2016	$110.00
18089977	04/21/2016	FEBRUARY 2016	$1,672.00
18090015	04/21/2016	FEBRUARY 2016	$66.00
18090018	04/21/2016	FEBRUARY 2016	$440.00
18198304	04/21/2016	MARCH 2016	$469.00
18198305	04/21/2016	MARCH 2016	$308.00
18198307	04/21/2016	MARCH 2016	$22.00
18198308	04/21/2016	MARCH 2016	$22.00
18198306	04/21/2016	MARCH 2016	$1,672.00
18198311	04/21/2016	MARCH 2016	$22.00
18198310	04/21/2016	MARCH 2016	$110.00
18198340	04/21/2016	MARCH 2016	$440.00
18198776	04/21/2016	MARCH 2016	$330.00
18198338	04/21/2016	MARCH 2016	$66.00

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$938.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$5,522.00
420 - WATER	420.11000 (Cash)	$440.00

106678 04/28/2016 Open Accounts Payable COMBINED BENEFITS ADMINISTRATORS $6,086.42

Invoice	Date	Description	Amount
4/15/16-MED/DEP	04/26/2016	4/15/16-PR-FLEX MED/DEP CARE	$6,086.42

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$6,086.42

106679 04/28/2016 Open Accounts Payable COMMUNITY VETERINARY CLIN $705.18

Invoice	Date	Description	Amount
269922	04/21/2016	GRANT SPAY/RABIES	$65.00
269923	04/21/2016	GRANT SPAY/RABIES	$65.00
269933	04/21/2016	SURG/RABIES	$65.00
270003	04/21/2016	GRANT SPAY/RABIES	$35.00
270225	04/21/2016	CONTRACT #3-31	$86.56
270308	04/21/2016	SURG/RABIES	$65.00
270437	04/21/2016	CONTRACT #3-29	$229.82
270547	04/21/2016	GRANT SPAY/RABIES	$65.00
270601	04/21/2016	CONTRACT #3-31	$28.80

Paying Fund	Cash Account	Amount

110 - General Fund	110.11000 (Cash)	$345.18
203 - Animal Fee Forfeiture	203.11000 (Cash)	$210.00
266 - Police Services Grants	266.11000 (Cash)	$150.00

106680 04/28/2016 Open Accounts Payable COUNTRY FORD TRUCKS INC $405.86

Invoice	Date	Description	Amount
5020058	04/21/2016	EL03-677 BOX ASY - FUSE	$405.86

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$405.86

106681 04/28/2016 Open Accounts Payable CUMMINS PACIFIC LLC $46.38

Invoice	Date	Description	Amount
023-64503	04/21/2016	BLT05-1031 HOSE, ELBOW	$46.38

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$46.38

106682 04/28/2016 Open Accounts Payable DAVIDOVITZ & BENNETT LLP $6,030.86

Invoice	Date	Description	Amount
9925	04/21/2016	16-34 MCI LAWSUIT	$6,030.86

Paying Fund	Cash Account	Amount
512 - Casualty Insurance	512.11000 (Cash)	$6,030.86

106683 04/28/2016 Open Accounts Payable DELTA WIRELESS & NETWORK $295.00

Invoice	Date	Description	Amount
68734	04/21/2016	A/C REMOVAL/INSTALLATION OF EQIPMENT FROM 1126	$50.00
68532	04/21/2016	REMOVAL OF EQUIPMENT RESOLUTION	$245.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$295.00

106684 04/28/2016 Open Accounts Payable DOWNEY BRAND ATTORNEYS $7,908.00

Invoice	Date	Description	Amount
494692	04/21/2016	SECTION 1485 APPLICATION	$4,930.00
494686	04/21/2016	NVRRWP MARCH 2016	$2,978.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$7,908.00

106685 04/28/2016 Open Accounts Payable ENTERPRISE HOLDINGS LLC $846.33

Invoice	Date	Description	Amount
8500-1205-6192	04/21/2016	PARTIAL INVOICE BILLING FROM UNPAID VEH FEB2016	$846.33

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$846.33

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106686 04/28/2016 Open Accounts Payable FASTENAL COMPANY INC $228.10

Invoice	Date	Description	Amount
CATUR116801	04/21/2016	BANDSAW BLADE, TRU BOLT, SCREWS	$228.10

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$228.10

106687 04/28/2016 Open Accounts Payable GEOANALYTICAL LAB INC $17,445.84

Invoice	Date	Description	Amount
C6B0402	04/21/2016	MONTHLY BIOASSAY	$889.00
C6B0804	04/21/2016	SEMI ANNUAL SAMPLES	$435.75
C6C0108	04/21/2016	GRIT	$262.50
C6C0109	04/21/2016	GRIT DIOXIN FULL LIST	$892.50
C6C0110	04/21/2016	GRIT	$2,558.85
C6C0201	04/21/2016	AMMONIA PROBE	$60.00
C6C0303	04/21/2016	MONTHLY BIOASSAY	$889.00
C6C0702	04/21/2016	WASTEWATER MONTHLY	$154.11
C6C0703	04/21/2016	WATEWATER MONTHLY TTHM	$367.50
C6C0704	04/21/2016	WASTEWATER MONTHLY MERCURY LOW LEVEL	$572.25
C6C2301	04/21/2016	DRINKING WATER WELLS	$30.00
C6B0401	04/21/2016	QUARTERLY BIOASSAY	$7,971.00
C6B0301	04/21/2016	WTRLY & MNTHLY OUTFALL	$210.00
C6B0209	04/21/2016	WASTEWATER MONTHLY NITRATE	$133.63
C6B0208	04/21/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53	$367.50
C6B0207	04/21/2016	WASTEWATER MONTHLY	$572.25
C6B2323	04/21/2016	DOWNTOWN PCE REMEDIATION	$1,050.00
C6A2101	04/21/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53	$30.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$16,335.84
420 - WATER	420.11000 (Cash)	$1,110.00

106688 04/28/2016 Open Accounts Payable GRAINGER INC, W W $517.91

Invoice	Date	Description	Amount
9079552494	04/21/2016	V-BELTS FOR ACID PHASE PUMPS AT WQC	$438.79
9082914251	04/21/2016	NUMBERS FOR STREETLIGHTS	$79.12

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$79.12
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$438.79

106689 04/28/2016 Open Accounts Payable HARDERS PRINT SHOP INC $66.74

Invoice	Date	Description	Amount
66913	04/22/2016	BUSINESS CARDS - HOUSING - B. SANCHEZ	$66.74

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$66.74

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106690 04/28/2016 Open Accounts Payable HAWORTH INC $13,009.82

Invoice	Date	Description	Amount
3000677906	04/21/2016	TABLE TOP 24"D X 78"W OFFICE 257	$370.76
3000666539	04/21/2016	Freestanding Table 36" x 24"-match existing rm 257	$388.66
3000666538	04/21/2016	CONF ROOM ELECTRICAL LIFT/LIFT/SPECIAL OPS CUBICLE	$12,163.25
3000668046	04/21/2016	ELECTRICAL CONF ROOM LIFT/SPECIAL OPS CUBICLE	$87.15

Paying Fund	Cash Account	Amount
266 - Police Services Grants	266.11000 (Cash)	$13,009.82

106691 04/28/2016 Open Accounts Payable HD SUPPLY WATERWORKS LTD $1,659.48

Invoice	Date	Description	Amount
F305749	04/21/2016	CONTRACT FOR PIPE & PIPE FITTINGS	$1,659.48

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$645.75
420 - WATER	420.11000 (Cash)	$1,013.73

106692 04/28/2016 Open Accounts Payable HILMAR LUMBER INC $842.75

Invoice	Date	Description	Amount
116551	04/21/2016	THREE PUMPS	$842.75

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$842.75

106693 04/28/2016 Open Accounts Payable HILMAR READY MIX $696.88

Invoice	Date	Description	Amount
6988	04/21/2016	HILMAR READY MIX - PORTA-MIX CONTRACT 15-082	$69.96
6997	04/21/2016	HILMAR READY MIX - PORTA-MIX CONTRACT 15-082	$45.74
7025	04/21/2016	HILMAR READY MIX - PORTA-MIX CONTRACT 15-082	$69.96
7034	04/21/2016	HILMAR READY MIX - PORTA-MIX CONTRACT 15-082	$86.10
7036	04/21/2016	HILMAR READY MIX - PORTA-MIX CONTRACT 15-082	$69.96
7038	04/21/2016	HILMAR READY MIX - PORTA-MIX CONTRACT 15-082	$86.10
7040	04/21/2016	HILMAR READY MIX - PORTA-MIX CONTRACT 15-082	$269.06

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$470.86
420 - WATER	420.11000 (Cash)	$226.02

106694 04/28/2016 Open Accounts Payable HOLT OF CALIFORNIA INC $1,291.50

Invoice	Date	Description	Amount
PS740001371	04/21/2016	SNAP HANDLES	$32.29

K4487601	04/25/2016	BOOM RENTAL FOR PEDRETTI	$1,259.21
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	$1,259.21
420 - WATER		420.11000 (Cash)	$32.29

106695 04/28/2016 Open Accounts Payable HUNTINGTON COURT REPORTER $1,047.66

Invoice	Date	Description	Amount
28077	04/21/2016	SERVICES 4.1.16-4.15.16	$1,047.66
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,047.66

106696 04/28/2016 Open Accounts Payable ITRON INC $4,539.25

Invoice	Date	Description	Amount
410097	04/21/2016	ITRON - MAINTENANCE RENEWAL	$2,296.08
410197	04/21/2016	ITRON - MAINTENANCE RENEWAL FOR MAY	$2,243.17
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$4,539.25

106697 04/28/2016 Open Accounts Payable KLEINFELDER INC $1,378.00

Invoice	Date	Description	Amount
001102300	04/21/2016	SR01, CP 15-28 BRANDON KOCH MEMORIAL SKATEPARK	$1,378.00
Paying Fund		Cash Account	Amount
228 - Park Development Tax		228.11000 (Cash)	$1,378.00

106698 04/28/2016 Open Accounts Payable LEHIGH HANSON INC $208.73

Invoice	Date	Description	Amount
1668834	04/25/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$129.20
1669709	04/25/2016	ASPHALT FOR STREETS	$79.53
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$131.21
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$77.52

106699 04/28/2016 Open Accounts Payable MADRUGA BROS ENT INC $318.50

Invoice	Date	Description	Amount
25616	04/22/2016	MADRUGA CAR WASH - 29 PD/ 1 REC/ 1 BLDG	$108.50
25600	04/22/2016	MADRUGA CAR WASH - 21 PD/ 7 WQC/ 2 WATER/ 1 PARKS	$108.50
25593	04/22/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	$101.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$245.00
405 - Building		405.11000 (Cash)	$3.50
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$49.00
420 - WATER		420.11000 (Cash)	$14.00

502 - Engineering		502.11000 (Cash)		$7.00

106700	04/28/2016	Open	Accounts Payable	MAGIC SANDS MOBILE HOME PARK	$311.97

Invoice	Date	Description	Amount
May 2016	04/27/2016	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM	$311.97

Paying Fund	Cash Account	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	$311.97

106701	04/28/2016	Open	Accounts Payable	MAZE & ASSOCIATES	$5,727.00

Invoice	Date	Description	Amount
18571	04/25/2016	Annual Audit Services for FY 2014-15 - Final billing	$5,727.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$5,727.00

106702	04/28/2016	Open	Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	$144.00

Invoice	Date	Description	Amount
524574	04/21/2016	BLT05-1032 TIRES	$144.00

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$144.00

106703	04/28/2016	Open	Accounts Payable	MERCED COMMUNITY COLLEGE	$782.00

Invoice	Date	Description	Amount
2710472	04/21/2016	CUSTOMER SERVICE ACADEMY COURSES FOR MARCH	$782.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$414.00
255 - CDBG	255.11000 (Cash)	$46.00
405 - Building	405.11000 (Cash)	$115.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$184.00
502 - Engineering	502.11000 (Cash)	$23.00

106704	04/28/2016	Open	Accounts Payable	MGT OF AMERICA INC	$17,000.00

Invoice	Date	Description	Amount
28120	04/25/2016	OMB A-87 ICRP for 2015-16 per contract 15-033	$17,000.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$17,000.00

106705	04/28/2016	Open	Accounts Payable	MHK CONSTRUCTION	$6,692.03

Invoice	Date	Description	Amount
P#11-43,PP-1	04/21/2016	11-43 N TEGNER & TAYLOR INTERSECTION IMPROVEMENTS	$6,692.03

Paying Fund	Cash Account	Amount

306 - North Turlock Master Plan	306.11000 (Cash)	$6,692.03

106706 04/28/2016 Open Accounts Payable MONTE VISTA SMALL ANIMAL HOSPITAL $772.00

Invoice	Date	Description	Amount
#2-64-167491	04/21/2016	SURG/VACC	$64.00
#2-58-167540	04/21/2016	SURG/VACC	$34.00
V0789-167624	04/21/2016	GRANT SPAY	$30.00
V0785-167626	04/21/2016	GRANT SPAY	$30.00
#2-37-167979	04/21/2016	SURG	$30.00
V0889-172279	04/21/2016	GRANT SPAY	$60.00
V0879-168376	04/21/2016	VACC	$4.00
#2-66-169039	04/21/2016	SURG	$30.00
V0777-172283	04/21/2016	GRANT SPAY	$30.00
#3-24-169487	04/21/2016	SURG	$20.00
V0792-170285	04/21/2016	GRANT SPAY	$20.00
V0793-170285	04/21/2016	GRANT SPAY	$30.00
V0794-170285	04/21/2016	GRANT SPAY	$20.00
V0903-170806	04/21/2016	VACC/GRANT SPAY	$64.00
#3-58-171189	04/21/2016	VACC	$4.00
V0904-171399	04/21/2016	VACC/GRANT SPAY	$64.00
V0906-172285	04/21/2016	GRANT SPAY	$60.00
V0883-171462	04/21/2016	VACC/GRANT SPAY	$64.00
V0784	04/21/2016	GRANT SPAY	$30.00
V0796-167161	04/21/2016	GRANT SPAY	$20.00
V0886-167430	04/21/2016	VACC/GRANT SPAY	$64.00

Paying Fund	Cash Account	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	$262.00
266 - Police Services Grants	266.11000 (Cash)	$510.00

106707 04/28/2016 Open Accounts Payable MOTOROLA INC $6,195.97

Invoice	Date	Description	Amount
13105824	04/21/2016	RADIOS FOR NEW ENGINE 31	$6,195.97

Paying Fund	Cash Account	Amount
116 - Special Public Safety	116.11000 (Cash)	$6,195.97

106708 04/28/2016 Open Accounts Payable MULBERRY MOBILE PARK $232.68

Invoice	Date	Description	Amount
May 2016	04/27/2016	MULBERRY-MOBILE HOME RENT SUBSIDY PROGRAM	$232.68

Paying Fund	Cash Account	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	$232.68

106709 04/28/2016 Open Accounts Payable NESTLE WATERS NORTH AMERICA $469.71

Payment Register

From Payment Date: 4/22/2016 - To Payment Date: 4/28/2016

Invoice	Date	Description	Amount
06D0033242330	04/21/2016	WATER SERVICES FOR FLEET SERVICES	$45.34
06D0033242363	04/21/2016	WATER SERVICES FOR MUNICIPAL SERVICES	$109.52
06D0033242397	04/21/2016	WATER SERVICES FOR ELECTRICAL SERVICES	$53.89
06D0033258518	04/21/2016	WATER SERVICES FOR WATER RESOURCE BLDG	$22.47
06D0033242389	04/21/2016	WATER SERVICES FOR WQC	$128.71
06D0033309543	04/21/2016	WATER SERVICES FOR FACILITY MAINTENANCE	$109.78

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$54.89
246 - Landscape Assessment	246.11000 (Cash)	$54.89
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$359.93

106710 04/28/2016 Open Accounts Payable PIRES, LIPOMI & NAVARRO ARCHITECTS $5,230.66

Invoice	Date	Description	Amount
2033	04/21/2016	15-53 CARNEGIE ARTS CENTER STORM DRAIN UPGRADE	$1,657.50
2045	04/21/2016	15-88 PSF WATER DAMAGE CLAIM	$1,125.00
2031	04/21/2016	13-65 INTERSECTION IMPROVEMENTS AT OLIVE & WAYSIDE	$1,081.45
2032	04/21/2016	SR02, 14-44 INTERSECTION IMPROVEMENTS AT W MAIN & S TEGNER	$1,366.71

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,125.00
215 - Streets - Grant Funded Projects	215.11000 (Cash)	$2,448.16
305 - Capital Facility Fees	305.11000 (Cash)	$1,657.50

106711 04/28/2016 Open Accounts Payable PLATT ELECTRIC SUPPLY $417.59

Invoice	Date	Description	Amount
J107023	04/21/2016	FLORESCENT BULBS FOR STREET NAME SIGNS	$50.44
J177803	04/21/2016	1500 WATT BULBS FOR PEDRETTI	$275.66
J200726	04/21/2016	FUSES FOR PEDRETTI LIGHTS	$91.49

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$367.15
216 - Streets - Local Transportation	216.11000 (Cash)	$50.44

106712 04/28/2016 Open Accounts Payable PRIME SHINE INC $42.00

Invoice	Date	Description	Amount
SI-00232	04/22/2016	CAR WASHES FOR 1 ENGINEERING / 11 POLICE - MARCH 2016	$42.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$38.50
502 - Engineering	502.11000 (Cash)	$3.50

106713 04/28/2016 Open Accounts Payable PROJECT SENTINEL INC $2,922.16

Payment Register

From Payment Date: 4/22/2016 - To Payment Date: 4/28/2016

Invoice	Date	Description	Amount
draw 3	04/27/2016	PROJECT SENTINEL PUBLIC SERVICE GRANT FOR FY 2015-2016	$2,922.16

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$2,922.16

106714 04/28/2016 Open Accounts Payable PROTECH SECURITY/ELEC INC $845.00

Invoice	Date	Description	Amount
DIR#1000001905	04/21/2016	COUNCIL CHAMBERS-FIRE ALARM SYSTEM MEDIA RELAY	$845.00

Paying Fund	Cash Account	Amount
240 - Small Equipment Replacement	240.11000 (Cash)	$845.00

106715 04/28/2016 Open Accounts Payable PROVOST AND PRITCHARD ENGINEERING GROUP $28,149.08

Invoice	Date	Description	Amount
57560	04/21/2016	FEBRUARY 2016	$28,149.08

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$28,149.08

106716 04/28/2016 Open Accounts Payable R & B COMPANY $2,609.27

Invoice	Date	Description	Amount
S1551858.002	04/21/2016	CONTRACT #14-049 PIPE & PIPE FITTING SUPPLIES	$2,044.88
S1544116.001	04/25/2016	IRRIGATION PARTS FOR SUMMERFAIRE PARK	$564.39

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$564.39
420 - WATER	420.11000 (Cash)	$2,044.88

106717 04/28/2016 Open Accounts Payable RAMONT'S TOW SERVICE $310.00

Invoice	Date	Description	Amount
211497	04/21/2016	BLT10-1037	$310.00

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$310.00

106718 04/28/2016 Open Accounts Payable ROLFE CONSTRUCTION $32,830.43

Invoice	Date	Description	Amount
PP3-RET,P13-44	04/21/2016	13-44 WET UTILITY IMPROVEMENTS (4TH/A)	$32,830.43

Paying Fund	Cash Account	Amount
413 - WQC-Capital Expansion Reserve	413.11000 (Cash)	$32,830.43

106719 04/28/2016 Open Accounts Payable ROLFE CONSTRUCTION $31,124.85

Invoice	Date	Description	Amount
PP4-RET,P11-58	04/21/2016	11-58 E MAIN STREET WATER LINE REPLACEMENT	$31,124.85

Payment Register

From Payment Date: 4/22/2016 - To Payment Date: 4/28/2016

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$31,124.85

106720 04/28/2016 Open Accounts Payable ROMEO MEDICAL CLINIC $1,456.00

Invoice	Date	Description	Amount
4/11/16	04/21/2016	MAR 2016 CHARGES-Work Wellness	$1,456.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,289.00
217 - Streets - Gas Tax	217.11000 (Cash)	$99.00
501 - Information Technology	501.11000 (Cash)	$68.00

106721 04/28/2016 Open Accounts Payable SAN JOAQUIN VALLEY $153.00

Invoice	Date	Description	Amount
N115390	04/21/2016	AIR TOXICS HOT SPOTS ASSESSMENT FEES	$153.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$153.00

106722 04/28/2016 Open Accounts Payable SHARPENING SHOP $172.23

Invoice	Date	Description	Amount
210657	04/21/2016	AD10-4361 & CL13-848 BELT & LAWN WHEEL	$172.23

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$114.94
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$57.29

106723 04/28/2016 Open Accounts Payable SIERRA CHEMICAL CO $12,696.60

Invoice	Date	Description	Amount
SLS10032479	04/21/2016	SIERRA CHEMICAL - AGREEMENT FOR LIQUID CHLORINE- CONTRACT 14-034	$12,696.60

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$12,696.60

106724 04/28/2016 Open Accounts Payable SIMONDS MACHINERY CO $1,865.79

Invoice	Date	Description	Amount
INV14297	04/21/2016	NEW CENTRIFUGAL WATER PUMP	$1,865.79

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,865.79

106725 04/28/2016 Open Accounts Payable TELCION COMMUNICATION GRP $4,408.10

Invoice	Date	Description	Amount
18662	04/21/2016	Cable Labor and Install for Municipal Services remodel	$4,408.10

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$4,408.10

106726 04/28/2016 Open Accounts Payable TREES INC $3,134.18

Payment Register

From Payment Date: 4/22/2016 - To Payment Date: 4/28/2016

Invoice	Date	Description	Amount
COT0028	04/25/2016	TREE TRIMMING FOR MISC AREAS AROUND THE CITY	$3,134.18
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,616.87
205 - Sports Facilities		205.11000 (Cash)	$855.99
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$661.32

106727 04/28/2016 Open Accounts Payable TURLOCK CERTIFIED FARMERS MARKET $3,000.00

Invoice	Date	Description	Amount
Settlement 2016	04/28/2016	Settlement Agreement-Stanislaus Co Superior Court Case No.679369	$3,000.00
Paying Fund		**Cash Account**	**Amount**
512 - Casualty Insurance		512.11000 (Cash)	$3,000.00

106728 04/28/2016 Open Accounts Payable TURLOCK JOURNAL $4,130.00

Invoice	Date	Description	Amount
145436	04/25/2016	SUMMER ACTIVITY GUIDE 2016	$4,130.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$4,130.00

106729 04/28/2016 Open Accounts Payable TURLOCK SCAVENGER/SWEEPING $19,931.50

Invoice	Date	Description	Amount
MARCH 31 2016	04/25/2016	STREET SWEEPING	$19,931.50
Paying Fund		**Cash Account**	**Amount**
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$19,931.50

106730 04/28/2016 Open Accounts Payable V & V MFG INC $18.76

Invoice	Date	Description	Amount
42542	04/21/2016	Reid-Retired Badge	$18.76
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$18.76

106731 04/28/2016 Open Accounts Payable VERIZON WIRELESS $1,518.76

Invoice	Date	Description	Amount
9763199886	04/21/2016	MAR04-APR03	$1,518.76
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,518.76

106732 04/28/2016 Open Accounts Payable WALKER ASSOC INC, LARRY $1,647.50

Invoice	Date	Description	Amount
00339.04-11	04/21/2016	NPDES PERMIT RENEWAL	$1,647.50
Paying Fund		**Cash Account**	**Amount**

410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,647.50

106733 04/28/2016 Open Accounts Payable WARDEN'S OFFICE INC $1,549.80

Invoice	Date	Description	Amount
45325-0	04/21/2016	DELIVERY AND INSTALL ON ELEC MODULES/LIFT STATION/NEW CUBICLE	$1,549.80

Paying Fund	Cash Account	Amount
266 - Police Services Grants	266.11000 (Cash)	$1,549.80

106734 04/28/2016 Open Accounts Payable WE CARE PROGRAM $2,500.00

Invoice	Date	Description	Amount
Draw #4	04/21/2016	WE CARE PROGRAM FY 2015-2016	$2,500.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$2,500.00

106735 04/28/2016 Open Accounts Payable WEST COAST SAND & GRAVEL $1,656.60

Invoice	Date	Description	Amount
1119671	04/25/2016	30 YDS 1/8" MINUS RED SAND FOR PEDRETTI	$1,656.60

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$1,656.60

106736 04/28/2016 Open Accounts Payable WEST STEEL & PLASTIC $94.71

Invoice	Date	Description	Amount
357549	04/21/2016	1" S/S PIPE FOR RECYCLED WATER PROJECT	$94.71

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$94.71

106737 04/28/2016 Open Accounts Payable WILLEY PRINTING CO $1,209.71

Invoice	Date	Description	Amount
119134	04/21/2016	15-81 FAREBOX FLYER	$1,209.71

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$1,209.71

106738 04/28/2016 Open Accounts Payable WOOD RODGERS INC $14,289.08

Invoice	Date	Description	Amount
99472	04/21/2016	MARCH 2016 HYDROGEOLOGICAL & WATER QUALITY ASSESSMENT	$14,289.08

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$14,289.08

106739 04/28/2016 Open Accounts Payable XC2 SOFTWARE LLC $1,220.00

Invoice	Date	Description	Amount
8743	04/21/2016	XC2 BACKFLOW PREVENTION SOFTWARE FOR ONE YEAR	$1,220.00

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From Payment Date: 4/22/2016 - To Payment Date: 4/28/2016

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$1,220.00

106740 04/28/2016 Open Accounts Payable ZAP MFG INC $375.15

Invoice	Date	Description	Amount
44939	04/25/2016	REMOVE & REFACE STREET SIGNS	$375.15

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$375.15

106741 04/28/2016 Open Accounts Payable ADVANCE MARKING SYSTEMS $78.15

Invoice	Date	Description	Amount
I-566759-1	04/21/2016	PASSPORT NAMETAGS FOR FIRE ENGINEER PROMOTIONS	$78.15

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$78.15

106742 04/28/2016 Open Accounts Payable Brewer, James $220.00

Invoice	Date	Description	Amount
TR3943 Per Diem	04/22/2016	TR3943 Per Diem - James Brewer - Crisis Negotiation	$220.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$220.00

106743 04/28/2016 Open Accounts Payable CNOA $50.00

Invoice	Date	Description	Amount
TR3940 Tuition	04/20/2016	TR3940 Tution - CNOA - Joey Rodriguez	$50.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$50.00

106744 04/28/2016 Open Accounts Payable EILYAZADEH, EDMOND $40.00

Invoice	Date	Description	Amount
Permit Refund	04/21/2016	1 DAY ALCOHOL PERMIT REIMBURSEMENT	$40.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$40.00

106745 04/28/2016 Open Accounts Payable Garcia, Rosalina $105.00

Invoice	Date	Description	Amount
Refund	04/22/2016	Soccer class refund	$105.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$102.50
301 - Capital Improvements	301.11000 (Cash)	$2.50

106746 04/28/2016 Open Accounts Payable HAGGSTROM, SCOTT $58.00

Invoice	Date	Description	Amount

TR 3944-Per Diem	04/25/2016	PER DIEM FOR CPO TRAINING		$58.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$58.00

106747	04/28/2016	Open	Accounts Payable	Jimenez, Monica	$29.00
Invoice	Date	Description			Amount
Refund	04/22/2016	Park Rental refund			$29.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$29.00

106748	04/28/2016	Open	Accounts Payable	McAffe, Kristin	$70.00
Invoice	Date	Description			Amount
TR3936	04/15/2016	TR3936 Kristin McAffe - Per Diem - Public Records			$70.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$70.00

106749	04/28/2016	Open	Accounts Payable	NEWPORT BEACH MARRIOTT HOTEL	$676.41
Invoice	Date	Description			Amount
CONF#32D4TWS2	04/22/2016	TR#3887-PHAEDRA NORTON-LCC CA SPRING CONF 5/3-5/6/16			$676.41
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$676.41

106750	04/28/2016	Open	Accounts Payable	NORTON, PHAEDRA, A	$410.14
Invoice	Date	Description			Amount
TR#3887	04/22/2016	MILEAGE/PER DIEM TR#3887 LCC SPRING CONF.			$410.14
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$410.14

106751	04/28/2016	Open	Accounts Payable	Nunnold, Jennifer	$34.00
Invoice	Date	Description			Amount
Refund	04/22/2016	Park Rental refund			$34.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$34.00

106752	04/28/2016	Open	Accounts Payable	PACKWOOD, KAIN	$74.00
Invoice	Date	Description			Amount
2016-00001532	04/26/2016	TR 3942-Per Diem-Unified Response to Violent Inc.			$74.00
Paying Fund		Cash Account			Amount
265 - Fire Department Grants		265.11000 (Cash)			$74.00

106753	04/28/2016	Open	Accounts Payable	Rodriguez, Joey	$100.00
Invoice	Date	Description			Amount

Payment Register

From Payment Date: 4/22/2016 - To Payment Date: 4/28/2016

TR3940 Per Diem	04/20/2016	TR 3940 Per Diem Joey Rodriguez - CNOA	$100.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$100.00

106754 04/28/2016 Open Accounts Payable TAYLOR, RICHARD, SCOTT $58.00

Invoice	Date	Description	Amount
TR 3944-Per Diem	04/25/2016	PER DIEM FOR CPO TRAINING	$58.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$58.00

Type Check Totals: 95 Transactions $382,572.71

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	$382,572.71	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$382,572.71	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	$382,572.71	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$382,572.71	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**95**	**$382,572.71**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**95**	**$382,572.71**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**95**	**$382,572.71**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**95**	**$382,572.71**	**$0.00**

City of Turlock

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
1082	02/19/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$148,729.83		
	Invoice		Date	Description		Amount			
	2/15/16-PR		02/19/2016	2/15/16-PR-FEDERAL TAX-IRS-EFT		$148,729.83			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$148,729.83			
1083	02/19/2016	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$33,277.03		
	Invoice		Date	Description		Amount			
	2/15/16-PR		02/19/2016	2/15/16-PR-State Taxes-EDD-EFT		$33,277.03			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$33,277.03			
1084	02/19/2016	Open			Accounts Payable	CA SDU	$425.25		
	Invoice		Date	Description		Amount			
	2/15/16-PR		02/19/2016	2/15/16-PR-Child Support Payment-State of CA-EFT		$425.25			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$425.25			
1085	02/19/2016	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	$266.50		
	Invoice		Date	Description		Amount			
	2/15/16-PR		02/19/2016	2/15/16-PR-Child Support Payment-State of CA-EFT		$266.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$266.50			
1086	02/19/2016	Open			Accounts Payable	STATE OF CALIFORNIA	$1,300.00		
	Invoice		Date	Description		Amount			
	2/15/16-PR		02/19/2016	2/15/16-PR-Child Support Payment-State of CA-EFT		$1,300.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$1,300.00			
1087	02/19/2016	Open			Accounts Payable	TURLOCK CITY FIRE INC	$390.00		
	Invoice		Date	Description		Amount			
	2/15/16-PR		02/19/2016	2/15/16-PR-Fire Inc-EFT		$390.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$390.00			
1088	02/19/2016	Open			Accounts Payable	TFRA	$4,200.00		
	Invoice		Date	Description		Amount			
	2/15/16-PR		02/19/2016	2/15/16-TFRA Dues-EFT		$4,200.00			

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Payment Register

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

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$4,200.00

1089 02/19/2016 Open Accounts Payable T C E A $2,131.50

Invoice	Date	Description	Amount
2/15/16-PR	02/19/2016	2/15/16-PR-TCEA Dues-EFT	$2,131.50

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$2,131.50

1090 02/19/2016 Open Accounts Payable GOLDEN ONE CREDIT UNION $16,178.34

Invoice	Date	Description	Amount
2/15/16-PR	02/19/2016	2/15/16-PR-Golden One CU-EFT	$16,178.34

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$16,178.34

1091 02/19/2016 Open Accounts Payable T A P O $3,918.44

Invoice	Date	Description	Amount
2/15/16-PR	02/19/2016	2/15/16-PR-TAPO Dues-EFT	$3,918.44

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$3,918.44

1092 02/19/2016 Open Accounts Payable ICMA-RC $86,302.30

Invoice	Date	Description	Amount
2/15/16-PR	02/19/2016	2/15/16-PR-ICMA-EFT	$86,302.30

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$86,302.30

1093 02/17/2016 Open Accounts Payable DELTA DENTAL OF CALIFORNIA $6,022.71

Invoice	Date	Description	Amount
BE001510001	02/17/2016	Delta Dental Claims-2/5/16-2/11/16-EFT	$6,022.71

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$6,022.71

1094 02/25/2016 Open Accounts Payable DELTA DENTAL OF CALIFORNIA $5,679.02

Invoice	Date	Description	Amount
BE001522034	02/25/2016	Delta Dental Claims 2/12-2/18/16-EFT	$5,679.02

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$5,679.02

1095 02/17/2016 Open Accounts Payable SYMETRA LIFE INSURANCE COMPANY $15,637.68

Invoice	Date	Description	Amount
JAN 2016	02/17/2016	JAN 2016-Life/LTD Premiums	$15,637.68

Payment Register

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

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$15,637.68

1096	02/03/2016	Open	Accounts Payable	CA SDU	$425.25

Invoice	Date	Description	Amount
1/31/16-PR	02/03/2016	1/31/16-PR-Child Support Payment-State of CA-EFT	$425.25

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$425.25

1097	02/03/2016	Open	Accounts Payable	CA STATE DISBURSEMENT UNI	$266.50

Invoice	Date	Description	Amount
1/31/16-PR	02/03/2016	1/31/16-PR-Child Support Payment-State of CA-EFT	$266.50

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$266.50

1098	02/03/2016	Open	Accounts Payable	STATE OF CALIFORNIA	$1,321.00

Invoice	Date	Description	Amount
1/31/16-PR	02/03/2016	1/31/16-PR-Child Support Payment-State of CA-EFT	$1,321.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$1,321.00

1099	02/05/2016	Open	Accounts Payable	INTERNAL REVENUE SERVICE	$164,474.04

Invoice	Date	Description	Amount
1/31/16-PR	02/05/2016	1/31/16-PR-FEDERAL TAX-IRS-EFT	$164,474.04

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$164,474.04

1100	02/05/2016	Open	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$38,171.18

Invoice	Date	Description	Amount
1/31/16-PR	02/05/2016	1/31/16-PR-State Taxes-EDD-EFT	$38,171.18

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$38,171.18

1101	02/05/2016	Open	Accounts Payable	T C E A	$2,131.50

Invoice	Date	Description	Amount
1/31/16-PR	02/05/2016	1/31/16-PR-TCEA Dues-EFT	$2,131.50

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$2,131.50

1102	02/05/2016	Open	Accounts Payable	TMAPS	$175.00

Invoice	Date	Description	Amount
1/31/16-PR	02/05/2016	1/31/16-PR-TMAPS DUES-EFT	$175.00

Paying Fund	Cash Account	Amount

104 - Payroll Clearing Fund	104.11000 (Cash)		$175.00

1103	02/05/2016	Open	Accounts Payable	T A P O	$3,968.44

Invoice	Date	Description	Amount
1/31/16-PR	02/05/2016	1/31/16-PR-TAPO Dues-EFT	$3,968.44
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$3,968.44

1104	02/05/2016	Open	Accounts Payable	GOLDEN ONE CREDIT UNION	$16,178.34

Invoice	Date	Description	Amount
1/31/16-PR	02/05/2016	1/31/16-PR-Golden One CU-EFT	$16,178.34
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$16,178.34

1105	02/05/2016	Open	Accounts Payable	DELTA DENTAL OF CALIFORNIA	$5,237.92

Invoice	Date	Description	Amount
BE001502106	02/05/2016	Delta Dental Claims 1/15-1/21/16-EFT	$5,237.92
Paying Fund		**Cash Account**	**Amount**
511 - Health Care		511.11000 (Cash)	$5,237.92

1106	02/05/2016	Open	Accounts Payable	DELTA DENTAL OF CALIFORNIA	$9,111.19

Invoice	Date	Description	Amount
BE001504697	02/05/2016	Delta Dental Claims 1/22-1/28/16-EFT	$9,111.19
Paying Fund		**Cash Account**	**Amount**
511 - Health Care		511.11000 (Cash)	$9,111.19

1107	02/05/2016	Open	Accounts Payable	ICMA-RC	$85,149.93

Invoice	Date	Description	Amount
1/31/16-PR	02/05/2016	1/31/16-PR-ICMA-EFT	$85,149.93
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$85,149.93

1108	02/16/2016	Open	Accounts Payable	DELTA DENTAL OF CALIFORNIA	$7,943.73

Invoice	Date	Description	Amount
BE001507636	02/16/2016	Delta Dental Claims 1/29-2/4/16-EFT	$7,943.73
Paying Fund		**Cash Account**	**Amount**
511 - Health Care		511.11000 (Cash)	$7,943.73

1109	02/26/2016	Open	Accounts Payable	TFRA	$13,859.92

Invoice	Date	Description	Amount
1/31& 2/15/16-PR	02/26/2016	1/31 & 2/15/16-PR-Retiree Health Fire 4% City Paid-EFT	$13,859.92
Paying Fund		**Cash Account**	**Amount**

104 - Payroll Clearing Fund	104.11000 (Cash)	$13,859.92	

1110	02/26/2016	Open	Accounts Payable	T A P O		$23,196.48
Invoice	Date	Description			Amount	
1/31& 2/15/16-PR	02/26/2016	1/31 & 2/15/16-PR-Retiree Health Police 3% City Pd-EFT			$23,196.48	
Paying Fund		Cash Account			Amount	
104 - Payroll Clearing Fund		104.11000 (Cash)			$23,196.48	
1111	02/17/2016	Open	Accounts Payable	CalPERS		$156,178.17
Invoice	Date	Description			Amount	
1/16-1/31/16	02/17/2016	1/16-1/31/16-CalPERS-EFT			$156,178.17	
Paying Fund		Cash Account			Amount	
104 - Payroll Clearing Fund		104.11000 (Cash)			$156,178.17	
1112	02/17/2016	Open	Accounts Payable	CalPERS		$5,082.00
Invoice	Date	Description			Amount	
FY15/16-Survivor	02/17/2016	FY 15/16-Survivor benefit-PD/Fire-Enhanced Benefit			$5,082.00	
Paying Fund		Cash Account			Amount	
110 - General Fund		110.11000 (Cash)			$5,082.00	
1113	02/29/2016	Open	Accounts Payable	CalPERS		$150,933.93
Invoice	Date	Description			Amount	
2/1-2/15/16	02/29/2016	2/1/16-2/15/16-CalPERS-EFT			$150,933.93	
Paying Fund		Cash Account			Amount	
104 - Payroll Clearing Fund		104.11000 (Cash)			$150,933.93	

Type EFT Totals: 32 Transactions $1,008,263.12

AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	$1,008,263.12	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	32	$1,008,263.12	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	$1,008,263.12	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	32	$1,008,263.12	$0.00

Grand Totals:

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**

Payment Register

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

	Open	32	$1,008,263.12	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	32	$1,008,263.12	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	$1,008,263.12	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	32	$1,008,263.12	$0.00

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MAY 10, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. A. CALL TO ORDER –Mayor Soiseth called the meeting to order at 6:03 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

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

A. Mayor Soiseth presented a Proclamation honoring the retirement of CSU Stanislaus President Dr. Joseph F. Sheley. Dr. Sheley thanked the Council for their contributions to Turlock and noted appreciation for the joint efforts that promote community engagement.

B. Mayor Soiseth presented a Proclamation to Seth Hidalgo in recognition of the Theta Chi Fraternity Row-A-Thon, held March 9, 2016. Mr. Hidalgo thanked the Council for the proclamation and support of asthma awareness.

C. Mayor Soiseth presented a Proclamation to Municipal Services Director Michael Cooke, Parks, Recreation & Public Facilities Director Allison Van Guilder, and Development Services Director Mike Pitcock in recognition of Public Works Week, May 15-21, 2016. Municipal Services Director Cooke spoke about the importance of public safety and public works in communities.

D. Gina Loretelli of the Turlock Downtown Property Owners Association presented the TDPOA Annual Report. Ms. Loretelli provided a brief overview of the activities, events, and partnerships of the TDPOA during Fiscal Year 2015-16.

3. A. SPECIAL BRIEFINGS:

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**

a) The ASI CSUS Student Government Relations Board Nicole Larson - President, Sandra Loza - Vice President; Noriel Mostajo - Director at Large, Cristina Guevara - Director for Environment, Charisse Narain - Director for College of Business, Logan Martinez - Director for Student Clubs and Organizations, Bianca Gonzalez - Director for College of Arts, Humanities, and Social Sciences, Cymoril-Jessica Sonico - Director for College of Science, Andrea Lucero - Director for Housing and Residential Life, Carlene Dyer - Executive Assistant, and Maggie White - Government Relations Coordinator made self-introductions.

b) Maggie White, Government Relations Coordinator, spoke about the presidential search process, thanked the Council for the opportunity to work together, and noted this would be her last report as her term ends in May.

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c) Sandra Loza, Vice President, spoke about plans for the new student union building and the benefits it will provide students. Ms. Loza also noted her term will be ending soon and Carlene Dyer will be assuming the Vice President role as of June 1.

d) Carlene Dyer, Executive Assistant, spoke about the new pool constructed on campus and the positive impact it will have on students and the community.

e) Nicole Larson, President, spoke about the future of the University, various events and activities such as Warrior Wednesday and One-on-One with the Mayor, and the benefits of public transit. Ms. Larson also thanked the Council for their support, open communication, and opportunities to connect with community leaders.

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

Council thanked the ASI Board for their efforts and collaboration, encouraged involvement with the City's internship/volunteer program, and noted desire to implement a new advisory committee between ASI and Council to maintain relationships and strengthen dialogue. Mayor Soiseth also noted the next competition for the public policy award will be held late summer.

Mayor Soiseth recessed the meeting at 6:52 p.m.

Mayor Soiseth reconvened the meeting at 6:57 p.m.

B. STAFF UPDATES

1. Policy Goals and Implementation Plan: There were no updates presented.

2. City Clerk Kellie Weaver provided an update on Board, Commission, and Committee Vacancies, including information there is one current vacancy on the Parks, Arts & Recreation Commission and noted the deadline for applications is May 13, 2016.

3. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including statistics on the number of permits issued and inspections performed, the Vista Student Housing project, Monte Vista Crossings South construction project, Montana Park, and the Skate Park project.

   Council and staff discussion included timelines of the parking lot renovations on Broadway across the street from City Hall.

4. Development Services Director Mike Pitcock provided an update on Traffic Light Synchronization including locations of the synchronized system at Monte Vista Avenue from Tegner Road to North Golden State Boulevard, Geer Road from Hawkeye Avenue to Monte Vista Avenue, Olive Avenue from Palm Street to West Main Street, and Golden State Boulevard from Olive Avenue to East Avenue, the process for reevaluating the system, and the Congestion Mitigation Air Quality (CMAQ) grant the City was awarded for design and reprogramming of the current system.

Council discussion included identifying additional funding sources to potentially evaluate other locations such as Christoffersen Parkway and evaluating pedestrian safety to determine if there is a need to increase the "all-red" time period near school intersections.

5. Parks, Recreation & Public Facilities Director Allison Van Guilder provided an update on Signage Committee activities including exploring short-term and long-term options for installation of monument sign(s) to highlight the entrance into Turlock.

6. Municipal Services Director Michael Cooke presented information about the Take Pride in Turlock event scheduled on Saturday, May 14, 2016 from 8:00 a.m. – 1:00 p.m., at Turlock Scavenger, 1200 South Walnut Road, Turlock, and the Household Hazardous Waste event scheduled on the same day from 8:00 a.m. – 12:00 p.m., at Water Quality Control, 901 South Walnut Road, Turlock.

   Mayor Soiseth noted appreciation for Turlock Scavenger's participation in the Love Turlock event.

7. City Manager Gary Hampton provided an update on Campaign Contribution Regulations including special City Council meetings that have been scheduled for June 8, 2016 (District 1), June 9, 2016 (District 2), June 15, 2016 (District 3), and June 16, 2016 (District 4) and provided a brief synopsis regarding the meeting that occurred on May 9, 2016, between the City Manager, City Attorney, Mayor Soiseth, and Councilmember Nascimento.

   Milt Trieweiler requested clarification between Staff Update Item 3B[7] and Future Items for Consideration Item 10A.

C. PUBLIC PARTICIPATION

Milt Trieweiler spoke about the drought, water conservation, and tiered water rates.

Council discussion included a request for a future update on City water well levels.

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

5. CONSENT CALENDAR:

Action: Motion by Councilmember Jacob, seconded by Councilmember Nascimento, to adopt the consent calendar. Motion carried 5/0 by the following vote:

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

A. **Resolution No. 2016-090** 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

A. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the 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.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, Approving the revised City of Turlock Special Event Permit application, proposed fees and policies for event applications received on or after May 11, 2016. Motion carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

Mayor Soiseth handled Item 8D out of order.

D. Municipal Services Director Michael Cooke presented the staff report on the 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.

Mayor Soiseth asked for public comment.

Citizen participation included questions and comments by Anthea Hansen, Milt Trieweiler, Ken Whitehill, and an unidentified member of the public regarding the progress of the North Valley Regional Recycled Water Program (NVRRWP), achieving water supply needs of Del Puerto farmers, beneficial use of recycled water, and revenue stream.

Mayor Soiseth closed public comment.

Council and staff discussion included regulatory requirements, alternative treatment processes and costs, beneficial use of recycled water, steady revenue stream, and the importance of honoring partnerships and commitments.

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

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

A. Deputy Development Services Director/Planning Manager Debbie Whitmore presented the staff report on the 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.

Council and staff discussion included questions about physical alterations to parking spaces, foreseeable impacts when the parking lot on Broadway across the street from City Hall is renovated, and the process for handling additional requests for similar services.

Mayor Soiseth asked for public comment.

Robert Puffer requested clarification on parking lot location and current use by the public.

Mayor Soiseth closed public comment.

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Action: **Resolution No. 2016-091** 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 was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried Motion carried 5/0 by the following vote:

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

Resolution No. 2016-092 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 was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried Motion carried 5/0 by the following vote:

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

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

Council and staff discussion included clarification on how funds previously granted for the 4th of July event will be used and process for designation of future funds.

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

Action: **Resolution No. 2016-093** 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 was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried Motion carried 5/0 by the following vote:

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

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C. Parks, Recreation & Public Facilities Manager Erik Schulze presented the staff report on the 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.

Council and staff discussion included tree species identified for specific neighborhoods and options for tree replacement.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, Accepting the Ad Hoc Committee's review of the City's street tree ordinances and policies. Motion carried 5/0 by the following vote:

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

Resolution No. 2016-094 Rescinding Resolution No. 88-130 and adopting the revised Subdivision Street Tree Theme List and Map was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried Motion carried 5/0 by the following vote:

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

E. Fire Captains Mike Harcksen and David Mallory presented the staff report on the 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.

Mayor Soiseth asked for public comment.

Ken Whitehill requested information on the type of engine the new apparatus will have.

Mayor Soiseth closed public comment.

Council and staff discussion included the importance of a safe and reliable fleet and the need to budget funds for asset replacement.

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Action: **Resolution No. 2016-095** 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 was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried Motion carried 5/0 by the following vote:

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

Resolution No. 2016-096 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 was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried Motion carried 5/0 by the following vote:

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

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

A. City Manager Gary Hampton presented the staff report on the 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.

Councilmember Nascimento noted he did not see a need for consideration of this item due to forward progress recently made after meeting with Mayor Soiseth, City Manager Hampton, and City Attorney Norton regarding campaign finance reform.

B. Councilmember Bublak requested future consideration for proper marketing and branding of the City of Turlock.

C. Councilmember Bublak requested future consideration to assemble a group or committee to update the Business Incentive Program.

DRAFT

DRAFT

11. COUNCIL COMMENTS:

Councilmember Bublak thanked those who participated in the Love Turlock event.

Mayor Soiseth identified the new process associated with passage of motions and resolutions, where the City Clerk reads back motions and resolutions prior to taking the vote to ensure Council, staff, and the community understand what is being voted on.

12. CLOSED SESSION: None

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 8:59 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

DRAFT

Jennifer Land
Deputy City Clerk

5C

City Council Synopsis
May 24, 2016

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of $3,250 (Fund 420) for City Project 11-58, "East Main Street Water Line Replacement" bringing the contract total to $625,747

Motion: Accepting improvements for City Project No. 11-58, "East Main Street Water Line Replacement" and authorizing the City Engineer to file a Notice of Completion

Resolution: Re-appropriating $80,000 to account number 420-52-551.51126 "East Main Waterline Replacement" to be funded from unappropriated Fund 420 Water Enterprise Reserves for City Project No. 11-58, "East Main Street Water Line Replacement" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On April 28, 2015, Council awarded a contract in the amount of $622,497 to Rolfe Construction of Atwater, California for City Project No. 11-58, "East Main Street Water Line Replacement."

Change Order History	Amount	City Council Meeting
Original Contract	$622,497	April 28, 2015
Contract Change Order No. 1	$3,250	May 24, 2016
Adjusted Contract Total	$625,747	

Change Order No. 1 (Final) includes:

1. Bicycle Loop Detector

The contractor was directed to install a bicycle loop at the intersection of East Main Street and Canal Drive during the course of construction. This loop was additional to

OK for Agenda

the scope of work; however, it adds the functionality of detecting bicycles for eastbound traffic within the bicycle lane.

2. Additional Striping
The contractor was directed to install additional striping at various places throughout the project area to account for the wear-and-tear of normal traffic from when the project was designed to when it was actually constructed. The contractor installed additional raised pavement markers, thermoplastic traffic stripes and thermoplastic legends. This additional striping will aid City Staff in extending the maintenance of these areas.

All changes have been installed in accordance with the Contract Documents, Standard Specifications and Drawings and as directed by the City Engineer.

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

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:
3. Residents, businesses and visitors rely on:
    a. High quality and adequate drinking water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

When the bid was awarded in April 2015, $764,376 was appropriated for project costs. Of this amount, $21,171 was expended in 2014-15 and $600,000 was carried forward when the 2015-16 budget was prepared. At this time, staff is requesting re-appropriation of $80,000 to account number 420-52-551.51126 "East Main Waterline Replacement" to complete the funding needs of the project in Fiscal Year 2015-16. This appropriation will be funded from unappropriated reserves in Fund 420 "Water Enterprise."

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This change order does not affect the determination that was previously made.

7. ALTERNATIVES:

A. Not approve Contract Change Order No. 1 (Final). This option is not recommended by staff because the extra work was needed to ensure bicycles were being served correctly at the traffic signal as well as limit the amount of maintenance needed for striping in the area.

B. Not accept the improvements and authorize the City Engineer to file a Notice of Completion. This option is not recommended by staff as recording a Notice of Completion reduces the statutory time allowed for filing a stop notice.

CONTRACT CHANGE ORDER

Date issued: 24-May-16 **Change Order No.:** 1 (FINAL)
Project Name: East Main Street Water Line Replacement

Rolfe Construction
3573 Southern Pacific Ave.
Atwater, CA. 95301

Project No.: 11-58
Contract For: $622,497.00
Contract Award Date: April 28, 2015

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	$622,497.00
2. Contractor's Bid Amount for Bid Items	--	--	--	$622,497.00
Subtotal of Difference				**$0.00**
1. Bicycle Loop Detector	LS	1	$1,300.00	$1,300.00
2. Additional Striping	LS	1	$1,950.00	$1,950.00
		Total this CCO=		**$3,250.00**

The original contract sum =	**$622,497.00**
Net change by previous change orders =	**$0.00**
The contract amount will be increaded by =	**$3,250.00**
The new contract sum including this change order will be =	**$625,747.00**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
Gary R. Hampton, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

East Main Street Water Line Replacement **Project No. 11-58**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization (5%)	LS	$25,000.00	1	$25,000.00	1	$25,000.00	$0.00
2	TTCP	LS	$27,000.00	1	$27,000.00	1	$27,000.00	$0.00
3	Construction Project Sign	EA	$2,080.00	3	$6,240.00	3	$6,240.00	$0.00
4	SWPPP	LS	$19,110.00	1	$19,110.00	1	$19,110.00	$0.00
5	Remove Existing Improvements	LS	$11,115.00	1	$11,115.00	1	$11,115.00	$0.00
6	Remove and Salvage Existing Improvements	LS	$9,555.00	1	$9,555.00	1	$9,555.00	$0.00
7	Grinding 2" (Cold Plane Method)	SY	$6.50	4693	$30,504.50	4,693	$30,504.50	$0.00
8	Connection to Existing Water Main	EA	$1,950.00	8	$15,600.00	8	$15,600.00	$0.00
9	Water Main Pipe (12" PVC C-905 Class 150)	LF	$47.00	2233	$104,951.00	2,233	$104,951.00	$0.00
10	Water Valve (12" Butterfly Valve)	EA	$1,540.00	8	$12,320.00	8	$12,320.00	$0.00
11	Water Fitting (12x12 Tee)	EA	$625.00	1	$625.00	1	$625.00	$0.00
12	Water Fitting (12" - 45° Elbow)	EA	$344.00	4	$1,376.00	4	$1,376.00	$0.00
13	Water Fitting (12" Cross)	EA	$1,348.00	1	$1,348.00	1	$1,348.00	$0.00
14	Water Fitting (12" Coupling)	EA	$390.00	2	$780.00	2	$780.00	$0.00
15	Water Fitting (12" Water Blow Off)	EA	$1,517.00	1	$1,517.00	1	$1,517.00	$0.00
16	Water Fitting (12x8 Tee)	EA	$1,376.00	3	$4,128.00	3	$4,128.00	$0.00
17	Water Fitting (10" End Cap)	EA	$1,647.00	3	$4,941.00	3	$4,941.00	$0.00
18	Water Main Pipe (8" PVC C-900 Class 150)	LF	$40.00	672	$26,880.00	672	$26,880.00	$0.00
19	Water Valve (8" Gate Valve)	EA	$1,181.00	7	$8,267.00	7	$8,267.00	$0.00
20	Water Fitting (8" 45° Elbow)	EA	$158.00	5	$790.00	5	$790.00	$0.00
21	Water Fitting (8" Coupling)	EA	$210.00	7	$1,470.00	7	$1,470.00	$0.00
22	Water Fitting (8x6 Reducer)	EA	$124.00	1	$124.00	1	$124.00	$0.00
23	Water Fitting (8" Cross)	EA	$530.00	1	$530.00	1	$530.00	$0.00
24	Water Fitting (8" End Cap)	EA	$85.00	1	$85.00	1	$85.00	$0.00
25	Water Main Pipe (6" PVC C-900 Class 150)	LF	$501.00	2	$1,002.00	2	$1,002.00	$0.00
26	Water Fitting (6" Coupling)	EA	$188.00	1	$188.00	1	$188.00	$0.00
27	Water Fitting (2" Gate Valve)	EA	$140.00	1	$140.00	1	$140.00	$0.00
28	Water Fitting (2" Coupling)	EA	$126.00	1	$126.00	1	$126.00	$0.00
29	Water Fitting (Miscellaneous)	LS	$271.00	1	$271.00	1	$271.00	$0.00
30	Valve Boxes w/ Lids	EA	$458.00	16	$7,328.00	16	$7,328.00	$0.00
31	Fire Hydrant	EA	$4,552.00	4	$18,208.00	4	$18,208.00	$0.00
32	Thrust Blocks	LS	$260.00	1	$260.00	1	$260.00	$0.00
33	Water Service (1" Service)	EA	$1,587.00	21	$33,327.00	21	$33,327.00	$0.00

34	Water Service (2" Service)	EA	$3,321.00	1	$3,321.00	1	$3,321.00	$0.00
35	Water Service (3" Service)	EA	$3,138.00	1	$3,138.00	1	$3,138.00	$0.00
36	Earthwork	LS	$11,960.00	1	$11,960.00	1	$11,960.00	$0.00
37	Hot Mix Asphalt	TON	$170.00	1005	$170,850.00	1,005	$170,850.00	$0.00
38	Pavement Reinforcing Fabric	SY	$6.25	3340	$20,875.00	3,340	$20,875.00	$0.00
39	Adjust Frames and Covers to Grade	EA	$365.00	31	$11,315.00	31	$11,315.00	$0.00
40	Minor Concrete (Curb and Gutter)	LF	$200.00	14	$2,800.00	14	$2,800.00	$0.00
41	Minor Concrete (Sidewalk)	SF	$85.00	33	$2,805.00	33	$2,805.00	$0.00
42	Minor Concrete (Alley Approach)	EA	$5,135.00	1	$5,135.00	1	$5,135.00	$0.00
43	Thermoplastic Cross Walk (12" White)	LF	$2.00	1823	$3,646.00	1,823	$3,646.00	$0.00
44	Thermoplastic Pavement Markings	SF	$3.25	2474	$8,040.50	2,474	$8,040.50	$0.00
45	Detail 27B	LF	$1.00	104	$104.00	104	$104.00	$0.00
46	Detail 23	LF	$2.00	35	$70.00	35	$70.00	$0.00
47	Detail 33	LF	$2.00	1401	$2,802.00	1,401	$2,802.00	$0.00
48	Detail 39A	LF	$1.00	200	$200.00	200	$200.00	$0.00
49	Detail 39	LF	$1.00	69	$69.00	69	$69.00	$0.00
50	Blue Fire Hydrant Markers (Type BB)	EA	$32.50	8	$260.00	8	$260.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$622,497.00**		**$622,497.00**	**$0.00**
CCO #	***CHANGE ORDERS***							
	Contract Change Order No. 1							
1	Bicycle Loop Detector	LS	$1,300.00	1	$1,300.00	0	$0.00	$1,300.00
2	Additional Striping	LS	$1,950.00	1	$1,950.00	0	$0.00	$1,950.00
	SUB-TOTAL CHANGE ORDER ITEMS =				**$3,250.00**		**$0.00**	**$3,250.00**
	TOTAL PROJECT =				**$625,747.00**		**$622,497.00**	**$3,250.00**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 11-58
EAST MAIN STREET WATER LINE REPLACEMENT

Notice is hereby given that work on the above-referenced project located within the City right-of-way at East Main Street from Palm into Canal and down towards Olive, was completed by the undersigned agency on May 24, 2016. The contractor of work is Rolfe Construction, 3573 Southern Pacific Avenue, Atwater, California 95301 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature- Michael G. Pitcock, P.E., Director of Development Services/ City Engineer, Owner's Agent)

VERIFICATION

I, the undersigned, Director of Development Services/City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, P.E.
DIRECTOR OF DEVELOPMENT SERVICES/CITY ENGINEER
OWNER'S AGENT

Executed on May 25, 2016 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING $80,000 TO ACCOUNT NUMBER 420-52-551.51126 "EAST MAIN WATERLINE REPLACEMENT" TO BE FUNDED FROM UNAPPROPRIATED FUND 420 WATER ENTERPRISE RESERVES FOR CITY PROJECT NO. 11-58, "EAST MAIN STREET WATER LINE REPLACEMENT" TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THIS PROJECT	**RESOLUTION NO. 2016-**

WHEREAS, this project replaced a decrepit and undersized water main along East Main Street; and

WHEREAS, this project is in the approved 5-year Capital Improvement Plan previously approved by Council; and

WHEREAS, $764,376 in funding was appropriated for the project in 2014-15 with only $21,171 being expended in 2014-15 and $600,000 carried over to Fiscal Year 2015-16; and

WHEREAS, the additional funds need to be appropriated to fully fund the entire project costs; and

WHEREAS, there are sufficient unappropriated reserve funds in Fund 420 "Water Enterprise" to fund this appropriation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate $80,000 to account number 420-52-551.51126 "East Main Waterline Replacement" to be funded from unappropriated Fund 420 Water Enterprise Reserves for City Project No. 11-58, "East Main Street Water Line Replacement" to complete the necessary funding required for this project

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of May, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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

5D

City Council Synopsis
May 24, 2016

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the amount of $19,071 (Fund 413) for City Project 13-44, "Wet Utility Improvements around Fourth Street and A Street" bringing the contract total to $344,519

Motion: Accepting improvements for City Project No. 13-44, "Wet Utility Improvements around Fourth Street and A Street" and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On July 28, 2015, Council awarded a contract in the amount of $325,448 to Rolfe Construction of Atwater, California for City Project No. 13-44, "Wet Utility Improvements around Fourth Street and A Street."

Change Order History	Amount	City Council Meeting
Original Contract	$325,448	July 28, 2015
Contract Change Order No. 1	$19,071	May 24, 2016
Adjusted Contract Total	$344,519	

Change Order No 1 (Final) includes:

1. Adjustment of Quantities ($11,060)

The quantities at time of bid are estimated quantities and are anticipated to be adjusted to reflect the actual quantities used in the field. There is one aspect of work that changed three bid items that represent the increase of $11,060. Underground utility conflicts forced the City to redesign the connection of the water main near the intersection of Lander and A Streets. The contractor was directed to install additional pipe and aggregate base to a new connection location. The change also eliminated the need to replace concrete vertical curb which resulted in a cost savings.

OK for Agenda

2. Additional Sewer Manhole ($5,000)
Due to an underground utility conflict with PG&E, an additional sewer manhole was needed to change the pipe size. The sewer pipe size was reduced from 8" to 6" after the manhole, which cleared the PG&E conflict. The 6" line was installed at the high end of the line and only serves 2 parcels.

3. Additional Waterline Support ($1,906)
Additional support was needed in pipe materials ($918) and tie-in support ($988) for the waterline dip on Fourth Street. The contractor had to lower a waterline to fit a storm drain line in between two catch basins. In performing that work, the water was turned back on too soon, and the waterline blew out and flooded the area. The contractor worked with City staff to fix the pipe, which was not in the contracted work.

All changes have been installed in accordance with the Contract Documents, Standard Specifications and Drawings and as directed by the City Engineer.

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

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:

3. Residents, businesses and visitors rely on:
   a. High quality and adequate drinking water.
   b. Quality and well-functioning wastewater treatment systems that comply with state requirements.
   c. Quality and well-functioning storm water systems that comply with state requirements.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total project costs for this project are $421,000 compared to the original budget of $430,000. There is sufficient funds available in the project account number 413-51-536.51161 "Alley Between A & B St. and Fourth & Fifth St." to account for all costs associated with this project.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This change order does not affect the determination that was previously made.

7. ALTERNATIVES:

A. Not approve Contract Change Order No. 1 (Final). This option is not recommended by staff because the extra work was needed due to underground utility conflicts that required changes to install the improvements.

B. Not accept the improvements and authorize the City Engineer to file a Notice of Completion. This option is not recommended by staff as recording a Notice of Completion reduces the statutory time allowed for filing a stop notice.

CONTRACT CHANGE ORDER

Date issued: 24-May-16 **Change Order No.:** 1 (FINAL)
Project Name: Wet Utility Improvements Around Fourth Street and A Street

Rolfe Construction
3573 Southern Pacific Avenue
Atwater, CA 95301

Project No.: 13-44
Contract For: $325,448.00
Contract Award Date: July 25, 2015

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	---	---	---	$336,508.00
Contractor's Bid Amount for Bid Items	---	---	---	$325,448.00
Subtotal of Difference				**$11,060.00**
1. Extra Pipe Material - Waterline Dip	LS	1	$918.00	$918.00
2. Additional Work - Dirt Berm	LS	1	$260.00	$260.00
3. Additional Waterline Tie-in Support	LS	1	$988.00	$988.00
4. Additional Striping	LS	1	$845.00	$845.00
5. Additional Manhole	LS	1	$5,000.00	$5,000.00
		Total this CCO=		**$19,071.00**

The original contract sum =	**$325,448.00**
Net change by previous change orders =	**$0.00**
The contract total will be increased by the amount of =	**$19,071.00**
The new contract sum including this change order will be =	**$344,519.00**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
Gary R. Hampton, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Wet Utility Improvements Around Fourth Street and A Street **Project No. 13-44**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	$20,000.00	1.00	$20,000.00	1.00	$20,000.00	$0.00
2	Demolition and Removal of Improvements	LS	$14,000.00	1.00	$14,000.00	1.00	$14,000.00	$0.00
3	Earthwork	LS	$7,000.00	1.00	$7,000.00	1.00	$7,000.00	$0.00
4	Construction Project Sign	EA	$2,000.00	2.00	$4,000.00	2.00	$4,000.00	$0.00
5	Shoring	LS	$2,600.00	1.00	$2,600.00	1.00	$2,600.00	$0.00
6	Erosion Control	LS	$5,500.00	1.00	$5,500.00	1.00	$5,500.00	$0.00
7	Temporary Traffic Control	LS	$7,200.00	1.00	$7,200.00	1.00	$7,200.00	$0.00
8	HMA	TN	$154.00	320.00	$49,280.00	320.00	$49,280.00	$0.00
9	AB	CY	$72.50	370.00	$26,825.00	226.00	$16,385.00	$10,440.00
10	Minor Concrete (Curb and Gutter)	LF	$73.00	125.00	$9,125.00	125.00	$9,125.00	$0.00
11	Minor Concrete (Vertical Curb)	LS	$2,900.00	0.00	$0.00	1.00	$2,900.00	($2,900.00)
12	Minor Concrete (Driveway)	EA	$3,500.00	1.00	$3,500.00	1.00	$3,500.00	$0.00
13	Minor Concrete (Alley Approach)	EA	$2,000.00	2.00	$4,000.00	2.00	$4,000.00	$0.00
14	Minor Concrete (Valley Gutter)	LF	$32.50	406.00	$13,195.00	406.00	$13,195.00	$0.00
15	Storm Drain Manhole #1	LS	$2,800.00	1.00	$2,800.00	1.00	$2,800.00	$0.00
16	Storm Drain Manhole #2	LS	$2,800.00	1.00	$2,800.00	1.00	$2,800.00	$0.00
17	Storm Drain Manhole #3	LS	$2,800.00	1.00	$2,800.00	1.00	$2,800.00	$0.00
18	Storm Drain Manhole #4	LS	$2,800.00	1.00	$2,800.00	1.00	$2,800.00	$0.00
19	Sewer Manhole #1	LS	$6,000.00	1.00	$6,000.00	1.00	$6,000.00	$0.00
20	Sewer Manhole #2	LS	$4,000.00	1.00	$4,000.00	1.00	$4,000.00	$0.00
21	Sewer Manhole #3	LS	$4,000.00	1.00	$4,000.00	1.00	$4,000.00	$0.00
22	Drop Inlet	EA	$3,300.00	2.00	$6,600.00	2.00	$6,600.00	$0.00
23	18" Storm Drain Pipe (PVC)	LF	$53.50	662.00	$35,417.00	662.00	$35,417.00	$0.00
24	10" Sewer Pipe (SDR 26)	LF	$132.00	107.00	$14,124.00	107.00	$14,124.00	$0.00
25	8" Sewer Pipe (PVC C-900, Class 200)	LF	$51.00	398.00	$20,298.00	398.00	$20,298.00	$0.00
26	Reconnect Sewer Laterals	EA	$950.00	8.00	$7,600.00	8.00	$7,600.00	$0.00
27	Reconnect Sewer Lateral (4th Street)	LS	$6,700.00	1.00	$6,700.00	1.00	$6,700.00	$0.00
28	8" Water Line (C-900, Class 200)	LF	$44.00	576.00	$25,344.00	496.00	$21,824.00	$3,520.00
29	4th Street Water Connection	LS	$3,500.00	1.00	$3,500.00	1.00	$3,500.00	$0.00
30	A Street Water Connection	LS	$3,400.00	1.00	$3,400.00	1.00	$3,400.00	$0.00

31	B Street Water Connection	LS	$3,800.00	1.00	$3,800.00	1.00	$3,800.00	$0.00
32	Reconnect Water Service	EA	$1,000.00	6.00	$6,000.00	6.00	$6,000.00	$0.00
33	Water Valves and Fittings	LS	$5,300.00	1.00	$5,300.00	1.00	$5,300.00	$0.00
34	Striping and Pavement Markings	LS	$3,000.00	1.00	$3,000.00	1.00	$3,000.00	$0.00
35	Final Cleanup	LS	$4,000.00	1.00	$4,000.00	1.00	$4,000.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$336,508.00**		**$325,448.00**	**$11,060.00**
C.O. #	***CHANGE ORDERS***							
	Contract Change Order No. 1							
1	Extra Pipe Material - Waterline Dip	LS	$918.00	1	$918.00	0	$0.00	$918.00
2	Additional Work - Dirt Berm	LS	$260.00	1	$260.00	0	$0.00	$260.00
3	Additonal Waterline Tie-in Support	LS	$988.00	1	$988.00	0	$0.00	$988.00
4	Additional Striping	LS	$845.00	1	$845.00	0	$0.00	$845.00
5	Additional Manhole	LS	$5,000.00	1	$5,000.00	0	$0.00	$5,000.00
	SUB-TOTAL CHANGE ORDER ITEMS =				**$8,011.00**		**$0.00**	**$8,011.00**
	TOTAL PROJECT =				**$344,519.00**		**$325,448.00**	**$19,071.00**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 13-44
WET UTILITY IMPROVEMENTS AROUND FOURTH STREET AND A STREET

Notice is hereby given that work on the above-referenced project located within the City right-of-way at Fourth Street and A Street, was completed by the undersigned agency on May 24, 2016. The contractor of work is Rolfe Construction, 3573 Southern Pacific Avenue, Atwater, California 95301 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature- Michael G. Pitcock, P.E., Director of Development Services/ City Engineer, Owner's Agent)

VERIFICATION

I, the undersigned, Director of Development Services/City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, P.E.
DIRECTOR OF DEVELOPMENT SERVICES/CITY ENGINEER
OWNER'S AGENT

Executed on May 25, 2016 at Turlock, California, Stanislaus County

5E

City Council Synopsis
May 24, 2016

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Making the determination that City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15302(c) (Replacement or Reconstruction) of the CEQA Guidelines

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Motion: Awarding bid and approving an agreement in the amount of $689,412.28 (Fund 420) with Taylor Backhoe Service, Inc. of Merced, California for City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue"

Resolution: Appropriating $668,965 to account number 420-52-551.51303 "Palm & Mitchell-Replace Steel with C-900" to be funded from unappropriated Fund 420 Water Enterprise reserves for City Project No.14-29, "Water Line Replacement on Palm Street and Mitchell Avenue" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On April 22, 2016, five (5) proposals were received for the construction of City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue." Taylor Backhoe Service, Inc. of Merced, California was the lowest apparent bidder.

Bid Summary:

COMPANY NAME	BID AMOUNT
Taylor Backhoe Service, Inc.	$689,412.28
Rolfe Construction	$709,084.50
George Reed, Inc.	$777,750.00
D.A. Wood Construction, Inc.	$826,721.21
Daleo Inc.	$910,718.16

OK for Agenda

The purpose of the project is to replace existing 6 inch steel water main pipe with new 8 inch polyvinyl chloride water main pipe on North Palm Street from Monroe Avenue to East Olive Avenue and on Mitchell Avenue from North Palm Street to North Center Street. The main elements of the scope of work for this project consist of:

- Install 2,156 lineal feet of 8 inch diameter polyvinyl chloride water main pipe. Abandon the existing six inch diameter water main pipe in place.
- Install new water service laterals to customers along the alignment of the new water main pipe.
- Rehabilitate failed pavement on Mitchell Avenue with a 2 inch hot mix asphalt overlay.
- Reconstruct existing pedestrian ramps to conform to current accessibility standards.

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

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
B) The existing water main pipe in the vicinity of this project has exceeded its useful life and is in need of replacement.
C) This project is included in the previously approved 5-year Capital Improvement Plan.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:

3. Residents, businesses and visitors rely on:
   a. High quality and adequate drinking water.

4. Transportation infrastructure that serves the needs of the community:
   a. Well maintained local streets and roads.

8. Ensure the safety and accessibility of the public sidewalk system.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Contractor Bid Cost:	$ 689,412.28
Construction Contingency:	$ 68,941.00
Construction Engineering and Inspection:	$ 68,941.00
Preliminary Engineering (Staff):	$ 23,900.00
Preliminary Engineering (Consultant):	$ 39,310.00
Total Amount:	$ 890,504.28

An amount of $201,600 is budgeted in the current 2015-16 budget in account number 420-52-551.51303 "Palm & Mitchell-Replace Steel with C-900." In addition, of the $63,210 expensed for preliminary engineering, $19,940 was expensed in 2014-15. A budget transfer into account number 420-52-551.51303 "Palm & Mitchell-Replace Steel with C-900" in the amount of $668,965 is necessary in order to complete funding on this project as follows:

Total Amount:	$890,504.28
Preliminary Engineering in 2014/15:	($ 19,940.00)
Current 2015/16 budget:	($201,600.00)
Appropriation needed:	$668,964.28
Appropriation Rounded:	$668,965.00

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15302(c) (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project consists of the replacement of existing utility systems involving negligible expansion of capacity.

7. ALTERNATIVES:

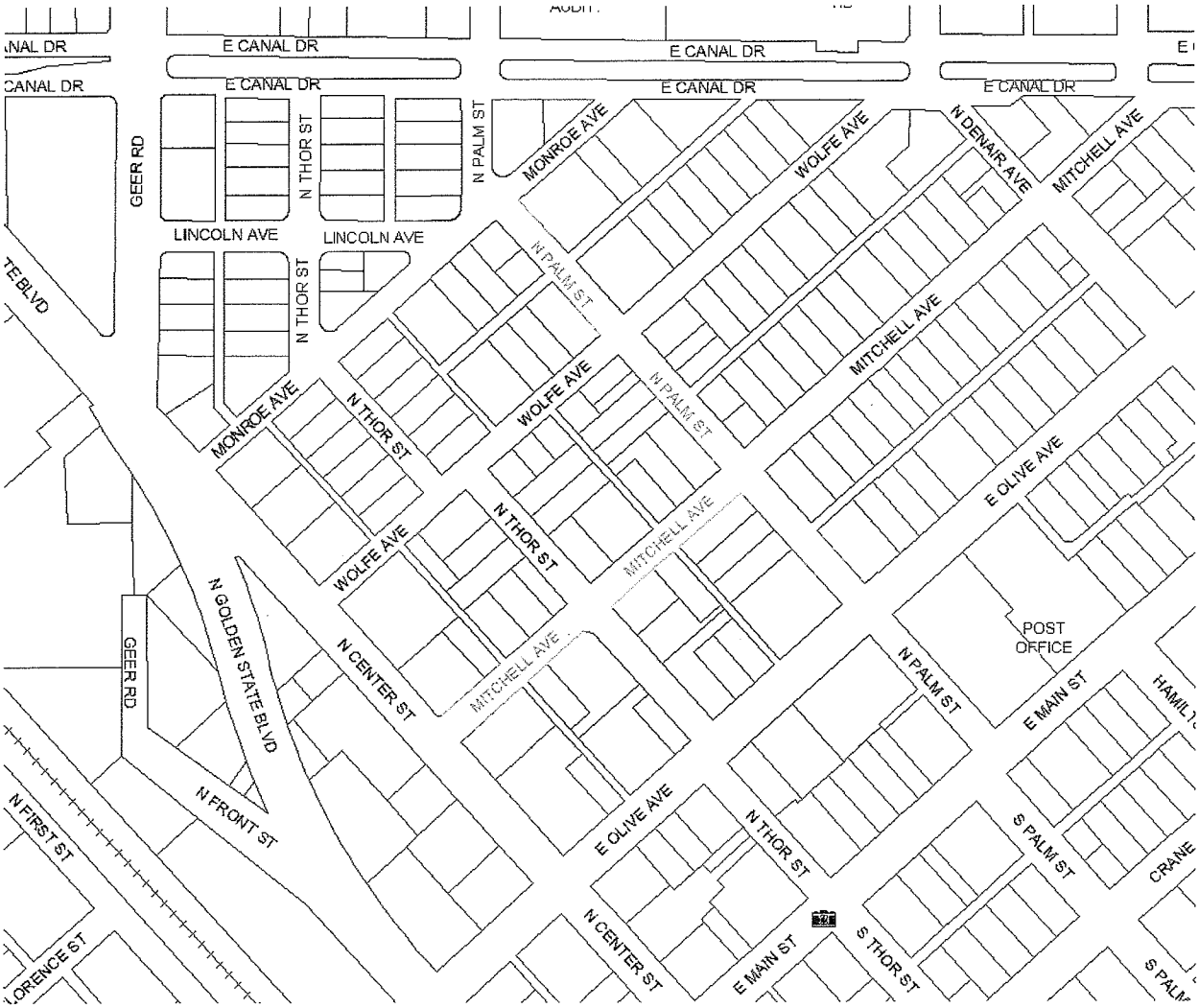
A. Reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA.

B. Not approve the agreement. Staff does not recommend this alternative because the improvements are needed and identified in the previously approved 5-year Capital Improvement Plan.

C. Reject the appropriation of funds. This is not recommended by staff as funds are available for this project.

CITY PROJECT NO. 14-29

WATER LINE REPLACEMENT ON PALM STREET AND MITCHELL AVENUE



The project location is shaded.

CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Water Line Replacement on Palm Street and Mitchell Avenue
PROJECT NUMBER: 14-29
BID OPENING: April 22, 2016
2:00 PM
ANTICIPATED COUNCIL AWARD DATE: May 24, 2016

						1		2		3		4		4	
				ENGINEER'S EST.		Taylor Backhoe Service Inc.		Rolfe Construction		George Reed Inc.		DA Wood Construction Inc.		Daleo Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION AND DEMOBILIZATION*	LS	1	$25,000.00	$25,000.00	$7,605.00	$7,605.00	$24,500.00	$24,500.00	$8,114.75	$8,114.75	$27,101.00	$27,101.00	$0.00	$0.00
2	CONSTRUCTION PROJECT SIGNS	EA	2	$1,195.00	$2,390.00	$1,462.50	$2,925.00	$3,432.00	$6,864.00	$400.00	$800.00	$848.50	$1,697.00	$475.00	$950.00
3	CONSTRUCTION AREA SIGNS	LS	1	$5,000.00	$5,000.00	$1,755.00	$1,755.00	$7,696.00	$7,696.00	$1,500.00	$1,500.00	$2,277.00	$2,277.00	$950.00	$950.00
4	TRAFFIC CONTROL SYSTEM	LS	1	$41,000.00	$41,000.00	$40,950.00	$40,950.00	$9,620.00	$9,620.00	$41,250.00	$41,250.00	$41,112.00	$41,112.00	$1,900.00	$1,900.00
5	REMOVE EXISTING FACILITIES	LS	1	$102,000.00	$102,000.00	$31,040.00	$31,040.00	$5,642.00	$5,642.00	$66,000.00	$66,000.00	$89,805.00	$89,805.00	$3,800.00	$3,800.00
6	SHORING & SHEETING	LS	1	$3,000.00	$3,000.00	$2,925.00	$2,925.00	$2,314.00	$2,314.00	$6,700.00	$6,700.00	$6,409.00	$6,409.00	$5,415.00	$5,415.00
7	POTHOLE EXISTING FACILITIES	LS	1	$5,500.00	$5,500.00	$26,956.80	$26,956.80	$8,320.00	$8,320.00	$21,000.00	$21,000.00	$8,088.00	$8,088.00	$16,150.00	$16,150.00
8	8" WATER PIPE	LF	2,156	$63.00	$135,828.00	$29.79	$64,227.24	$37.50	$80,850.00	$85.00	$183,260.00	$62.33	$134,383.48	$112.00	$241,472.00
9	8" WATER VALVE AND BOX WITH LID	EA	20	$1,640.00	$32,800.00	$2,392.78	$47,855.60	$1,722.00	$34,440.00	$995.00	$19,900.00	$1,478.80	$29,576.00	$1,154.25	$23,085.00
10	4" WATER VALVE AND BOX WITH LID	EA	1	$800.00	$800.00	$3,528.88	$3,528.88	$3,370.00	$3,370.00	$250.00	$250.00	$2,101.00	$2,101.00	$1,199.85	$1,199.85
11	1" WATER SERVICE WITH RELOCATED BOX	EA	21	$1,300.00	$27,300.00	$1,187.66	$24,940.86	$1,084.00	$22,764.00	$1,150.00	$24,150.00	$1,028.33	$21,594.93	$2,783.50	$58,453.50
12	2" WATER SERVICE WITH RELOCATED BOX	EA	6	$1,800.00	$10,800.00	$2,129.97	$12,779.82	$2,300.00	$13,800.00	$1,830.00	$10,980.00	$2,076.17	$12,457.02	$3,707.85	$22,247.10
13	4" TEMPORARY BLOWOFF	EA	11	$600.00	$6,600.00	$1,313.63	$14,449.93	$1,152.00	$12,672.00	$950.00	$10,450.00	$1,042.45	$11,466.95	$783.75	$8,621.25
14	WATER MAIN CONNECTIONS (N. PALM STREET & OLIVE AVENUE)	EA	1	$1,500.00	$1,500.00	$10,150.02	$10,150.02	$5,236.00	$5,236.00	$3,775.00	$3,775.00	$2,889.00	$2,889.00	$8,619.35	$8,619.35
15	WATER MAIN CONNECTIONS (N. PALM STREET AT WOLFE AVENUE, MITCHELL AVENUE)	EA	3	$1,500.00	$4,500.00	$3,061.39	$9,184.17	$3,454.00	$10,362.00	$1,885.00	$5,655.00	$1,743.00	$5,229.00	$8,445.50	$25,336.50
16	WATER MAIN CONNECTIONS (MITCHELL AVENUE AT THOR STREET)	EA	2	$1,500.00	$3,000.00	$2,355.45	$4,710.90	$2,882.00	$5,764.00	$2,000.00	$4,000.00	$1,795.50	$3,591.00	$9,215.00	$18,430.00
17	WATER MAIN CONNECTIONS (ALLEYS ON MITCHELL AVENUE)	EA	4	$1,500.00	$6,000.00	$2,308.70	$9,234.80	$2,106.00	$8,424.00	$1,675.00	$6,700.00	$1,520.75	$6,083.00	$9,371.75	$37,487.00
18	WATER MAIN CONNECTIONS (N. PALM STREET AT MONROE AVENUE)	EA	1	$1,500.00	$1,500.00	$4,079.73	$4,079.73	$4,400.00	$4,400.00	$1,575.00	$1,575.00	$1,554.00	$1,554.00	$7,544.90	$7,544.90
19	WATER MAIN CONNECTIONS (MITCHELL AVENUE AND CENTER STREET)	EA	1	$1,500.00	$1,500.00	$5,523.25	$5,523.25	$4,250.00	$4,250.00	$1,900.00	$1,900.00	$1,957.00	$1,957.00	$11,712.55	$11,712.55
20	FIRE HYDRANT ASSEMBLY	EA	3	$4,000.00	$12,000.00	$5,539.92	$16,619.76	$5,550.00	$16,650.00	$5,575.00	$16,725.00	$4,347.67	$13,043.01	$9,751.75	$29,255.25
21	DIRECTION CHANGE BOX (TYPE G5)	EA	21	$750.00	$15,750.00	$412.28	$8,657.88	$305.00	$6,405.00	$63.00	$1,323.00	$362.52	$7,612.92	$61.75	$1,296.75
22	WATER FITTING (8"-45 DEGREE ELBOW)	EA	42	$237.00	$9,954.00	$533.73	$22,416.66	$440.00	$18,480.00	$185.00	$7,770.00	$386.19	$16,219.98	$275.50	$11,571.00
23	WATER FITTING (8" CROSS)	EA	5	$565.00	$2,825.00	$1,862.48	$9,312.40	$830.00	$4,150.00	$850.00	$4,250.00	$925.00	$4,625.00	$1,691.00	$8,455.00
24	RESTRAINT DEVICE FOR PVC BELL JOINTS	EA	4	$300.00	$1,200.00	$190.67	$762.68	$925.00	$3,700.00	$85.00	$340.00	$216.00	$864.00	$95.00	$380.00
25	THRUST BLOCK	LS	1	$3,000.00	$3,000.00	$2,925.00	$2,925.00	$2,054.00	$2,054.00	$6,800.00	$6,800.00	$5,737.00	$5,737.00	$2,850.00	$2,850.00
26	12" STORM DRAIN PIPE	LF	35	$63.00	$2,205.00	$150.11	$5,253.85	$153.20	$5,362.00	$76.00	$2,660.00	$182.71	$6,394.85	$111.15	$3,890.25
27	STORM DRAIN INLET	EA	2	$2,550.00	$5,100.00	$2,632.50	$5,265.00	$2,834.00	$5,668.00	$3,100.00	$6,200.00	$1,915.50	$3,831.00	$3,182.50	$6,365.00
28	TRENCH PATCH	SY	1,383	$40.00	$55,320.00	$29.86	$41,296.38	$52.00	$71,916.00	$21.00	$29,043.00	$24.75	$34,229.25	$24.75	$34,229.25
29	MICRO-SURFACE	SY	4,449	$4.00	$17,796.00	$10.00	$44,490.00	$11.50	$51,163.50	$8.00	$35,592.00	$8.80	$39,151.20	$9.00	$40,041.00
30	CONFORM GRIND (COLD PLANE)	SY	601	$8.00	$4,808.00	$15.57	$9,357.57	$28.00	$16,828.00	$16.75	$10,066.75	$21.45	$12,891.45	$21.45	$12,891.45
31	PREPARE OVERLAY AREAS	LS	1	$5,000.00	$5,000.00	$4,680.00	$4,680.00	$9,900.00	$9,900.00	$15,000.00	$15,000.00	$17,490.00	$17,490.00	$17,490.00	$17,490.00
32	PAVEMENT REINFORCING FABRIC	SY	2,855	$6.00	$17,130.00	$2.50	$7,137.50	$6.00	$17,130.00	$2.45	$6,994.75	$3.19	$9,107.45	$3.30	$9,421.50
33	HOT MIX ASPHALT	TON	485	$120.00	$58,200.00	$99.61	$48,310.85	$131.00	$63,535.00	$115.00	$55,775.00	$132.00	$64,020.00	$132.00	$64,020.00
34	AGGREGATE BASE (CLASS II)	CY	88	$36.00	$3,168.00	$39.89	$3,510.32	$259.00	$22,792.00	$715.00	$62,920.00	$797.50	$70,180.00	$51.30	$4,514.40
35	MINOR CONCRETE (CURB AND GUTTER)	LF	436	$20.50	$8,938.00	$72.45	$31,588.20	$45.50	$19,838.00	$37.00	$16,132.00	$40.70	$17,745.20	$33.25	$14,497.00
36	MINOR CONCRETE (SIDEWALK)	SF	2,302	$5.00	$11,510.00	$16.70	$38,443.40	$12.50	$28,775.00	$15.00	$34,530.00	$16.50	$37,983.00	$20.43	$47,029.86
37	MINOR CONCRETE (DRIVEWAY)	SF	596	$10.25	$6,109.00	$28.30	$16,866.80	$11.00	$6,556.00	$16.00	$9,536.00	$17.60	$10,489.60	$21.85	$13,022.60
38	ACCESS RAMP	EA	15	$925.00	$13,875.00	$819.00	$12,285.00	$1,252.00	$18,780.00	$300.00	$4,500.00	$330.00	$4,950.00	$4,275.00	$64,125.00
39	SIDEWALK REPLACEMENT ADJACENT TO WATER METER BOXES	LS	1	$10,400.00	$10,400.00	$7,107.75	$7,107.75	$11,284.00	$11,284.00	$10,800.00	$10,800.00	$12,100.00	$12,100.00	$15,606.60	$15,606.60
40	ADJUST FRAME AND LID TO FINISH GRADE	EA	2	$650.00	$1,300.00	$877.50	$1,755.00	$1,157.00	$2,314.00	$1,250.00	$2,500.00	$443.00	$886.00	$95.00	$190.00
41	ADJUST FRAME AND LID TO FINISH GRADE	EA	6	$700.00	$4,200.00	$877.50	$5,265.00	$771.00	$4,626.00	$500.00	$3,000.00	$442.83	$2,656.98	$95.00	$570.00
42	MONUMENT WELL	EA	1	$700.00	$700.00	$1,755.00	$1,755.00	$2,314.00	$2,314.00	$500.00	$500.00	$1,650.00	$1,650.00	$380.00	$380.00
43	TOP SOIL & SOD	SF	83	$3.00	$249.00	$21.14	$1,754.62	$56.00	$4,648.00	$31.00	$2,573.00	$49.42	$4,101.86	$4.75	$394.25
44	THERMOPLASTIC CROSS WALK (12" WHITE)	SF	39	$5.00	$195.00	$4.50	$175.50	$4.00	$156.00	$4.60	$179.40	$4.28	$166.92	$4.75	$185.25
45	THERMOPLASTIC CROSS WALK	SF	2,156	$5.00	$10,780.00	$4.50	$9,702.00	$5.00	$10,780.00	$4.60	$9,917.60	$4.24	$9,141.44	$4.75	$10,241.00
46	THERMOPLASTIC MARKINGS	SF	88	$8.00	$704.00	$33.80	$2,974.40	$11.50	$1,012.00	$6.00	$528.00	$5.50	$484.00	$5.70	$501.60
47	DETAIL 4 MARKERS (TYPE AY & D)	EA	88	$5.00	$440.00	$3.74	$329.12	$6.50	$572.00	$4.00	$352.00	$3.53	$310.64	$3.80	$334.40
48	DETAIL 17 MARKERS (TYPE AY, D & H)	EA	429	$5.00	$2,145.00	$3.74	$1,604.46	$7.00	$3,003.00	$4.00	$1,716.00	$3.52	$1,510.08	$3.80	$1,630.20
49	MARKERS, BLUE FIRE HYDRANT (TYPE BB)	EA	3	$10.00	$30.00	$21.06	$63.18	$33.00	$99.00	$22.25	$66.75	$20.00	$60.00	$21.85	$65.55
50	EROSION CONTROL	LS	1	$3,000.00	$3,000.00	$2,925.00	$2,925.00	$7,306.00	$7,306.00	$1,500.00	$1,500.00	$7,717.00	$7,717.00	$1,900.00	$1,900.00
Total =					$704,049.00		$689,412.28		$709,084.50		$777,750.00		$826,721.21		$910,718.16

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 14-29

Water Line Replacement on
Palm Street and Mitchell Avenue

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

Taylor Backhoe Service Inc.
1600 Falcon Way
Merced, CA 95341

hereinafter called "Contractor" on this 24th day of May, 2016 (hereinafter called the "Agreement").

RECITALS

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

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

C On May 24, 2016, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Install new 8" C900 water mains, water service laterals, trench patching, pavement overlay, pavement reconstruction, minor concrete curb, gutter, sidewalk, and access ramps and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place.

This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. **The Contract:**

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

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

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

3. **Schedule:**

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

4. **Equipment & Performance Of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue."**

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

5. **Contract Price:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Six Hundred Eighty Nine Thousand Four Hundred Twelve**

and 28/100ths Dollars ($689,412.28). Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**
The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The contract shall be substantially complete before the expiration of Seventy (70) working days. Final Completion shall be attained before the expiration of **Eighty (80)** working days.

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

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

9. **Liquidated Damages:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to One Thousand and no/100ths Dollars ($1,000.00) for each calendar day beyond the date herein provided for Substantial Completion. After Substantial Completion has been achieved, the City may deduct Two Hundred Fifty and no/100ths Dollars ($250.00) for each calendar day beyond the date

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

10. Performance By Sureties:

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

11. Disputes Pertaining To Payment For Work:

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

12. Permits, Compliance With Law:

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

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

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

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

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

FORCE ACCOUNT

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

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

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

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

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

Labor

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

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

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

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

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

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

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

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

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

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

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

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

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

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

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

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

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

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a

dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

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

17. Change Of Contract Time:

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

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

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

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

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

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

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

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

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

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment

of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. Hold-Harmless Agreement And Contractor's Insurance:

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

24. Contractor's Insurance:

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

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

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

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

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

(4) Surety bonds as described below.

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

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

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If

Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars ($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement

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

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

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

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

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

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

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare

this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

City of Turlock

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. CITY CONTRACT ADMINISTRATOR:

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

Stephen Fremming
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456

Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

32. Interpretation:

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

33. Antitrust Claims:

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

34. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 24 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

TAYLOR BACKHOE SERVICES INC.

By: _____

_____
Print Name

Address: _____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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

Dated this _____ day of _____, 20__.

_____
(Principal)

By: X_____

By: X_____

_____
(Surety)

By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF MAKING THE DETERMINATION THAT CITY PROJECT NO. 14-29, "WATER LINE REPLACEMENT ON PALM STREET AND MITCHELL AVENUE" IS EXEMPT FROM THE PROVISIONS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15302(C) (REPLACEMENT OR RECONSTRUCTION) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

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; and

WHEREAS, the purpose of City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue" is to replace existing six inch steel water main pipe with new eight inch polyvinyl chloride water main pipe on North Palm Street from Monroe Avenue to East Olive Avenue and on Mitchell Avenue from North Palm Street to North Center Street; and

WHEREAS, Section 15302(c) (Replacement or Reconstruction) of the CEQA Guidelines categorically exempts projects that consist of the replacement of existing utility systems involving negligible expansion of capacity; and

WHEREAS, the City Council of the City of Turlock considered the project in light of these provisions of CEQA at a publicly noticed meeting conducted on May 24, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15302(c) (Replacement or Reconstruction) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $668,965 TO ACCOUNT NUMBER 420-52-551.51303 "PALM & MITCHELL-REPLACE STEEL WITH C-900" TO BE FUNDED FROM UNAPPROPRIATED FUND 420 WATER ENTERPRISE RESERVES FOR CITY PROJECT NO. 14-29, "WATER LINE REPLACEMENT ON PALM STREET AND MITCHELL AVENUE" TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THIS PROJECT	}	**RESOLUTION NO. 2016-**

WHEREAS, this project will replace water main pipe on North Palm Street and Mitchell Avenue that has exceeded its useful life; and

WHEREAS, this project is in the approved 5-year Capital Improvement Plan previously approved by Council; and

WHEREAS, additional funds are required to fully fund project costs; and

WHEREAS, the proposed reserve funds are available for use; and

WHEREAS, on May 24, 2016, the City Council of the City of Turlock determined that the approval of this agreement is exempt from the California Environmental Quality Act in accordance with Section 15302(c) (Replacement or Reconstruction) by approving City Council Resolution No. 2016-XXX.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $668,965 to account number 420-52-551.51303 "Palm & Mitchell-Replace Steel with C-900" to be funded from unappropriated Fund 420 Water Enterprise reserves for City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of May, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5F

City Council Synopsis
May 24, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a supplier agreement with Safe-T-Lite of Modesto, Inc., of Modesto, California, in an amount not to exceed $60,000 from account number 110-10-112.43187 "Tourism – Misc.", for the rental of temporary traffic control devices on an as-needed basis related to City projects and special events

2. DISCUSSION OF ISSUE:

The City regularly participates in projects and special events that involve the use of traffic control devices as part of an approved, Temporary Traffic Control Plan (TTCP). While the City does have a limited supply of some devices, large or unique traffic control needs require the rental of the required signs, barricades or other traffic safety materials.

On January 10, 2016, staff solicited bids from the five closest traffic control rental facilities for a sample, large special event, to determine which vendor would provide the necessary services in a timely manner and that would result in the best value to the City:

1. Safe-T-Lite in Modesto, CA;
2. Statewide Traffic Safety & Signs in Fresno, CA;
3. Alert-O-Lite in Fresno, CA;
4. Capitol Barricade Safety & Sign in Sacramento, CA; and
5. Statewide Safety & Signs in Sacramento, CA.

Bidders were directed to use the provided form for a sample event and told that the City would evaluate several different components to select a bidder that resulted in "the best value to the City." Only one bidder responded: Safe-T-Lite of Modesto, Inc., of Modesto, California (Exhibit A). The City has been utilizing traffic control rental services from Safe-T-Lite for at least ten years and staff has had a positive relationship with them in years past.

gm
MRH

A supplier agreement with Safe-T-Lite will allow the City, on an as-needed basis, to rent traffic control devices for special events or unique projects where the traffic control demands exceed our existing supply of resources. The charges for each rental would be applied against a funding line appropriate for that particular project or event. The agreement has a one-year initial term with three, one-year extensions available if exercised by the City.

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

3. BASIS FOR RECOMMENDATION:

A. Only the City Council can approve an agreement between the City and a third party contractor.

B. The City does not have enough traffic control devices in stock to meet the demands associated with large and/or complex traffic control events.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
The total cost of services shall not exceed $60,000 from Fund 110-10-112.43187 "Tourism – Misc." and shall also not exceed the total cost of services needed each year (in the event that contract extensions are exercised for multiple years). The charges for services will be based on the price list provided by Safe-T-Lite (Exhibit B).

No General Fund contributions are required.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A. Reject approval of the supplier agreement. Staff does not recommend this approach because certain traffic control devices are necessary for traffic safety related to conducting special events and the City does not currently have a sufficient supply of the necessary devices to meet the needs of major events.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
SAFE-T-LITE OF MODESTO, INC.
for
TRAFFIC CONTROL RENTAL SERVICES
CONTRACT NO. 16-026

THIS AGREEMENT is made this 24th 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 **SAFE-T-LITE OF MODESTO, INC.**, a corporation, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for traffic control rental services on an "As-Needed" basis; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

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

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

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

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

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit B and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Sixty Thousand and 00/100ths Dollars ($60,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective July 1, 2016 and end June 30, 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 SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

(a) Minimum Scope of Insurance: 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.

(5) Cyber Liability Insurance is required only for any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Supplier is engaged with City for such length of time as necessary to cover any and all claims.

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

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

(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.

(5) Cyber Liability Coverage with limits of not less than $2,000,000 for each occurrence and an annual aggregate of $4,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

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

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

(1) CITY, its elective and appointive boards, officers, agents,

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

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

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

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

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

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

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

negligence, sole negligence, or willful misconduct of CITY.

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall

terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

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

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

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

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

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

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

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement,

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

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

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

16. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the Services contemplated by this Agreement. SUPPLIER further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

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

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

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER to modify

the scope of Services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for SUPPLIER:
SAFE-T-LITE OF MODESTO, INC.
ATTN: MICHAEL MCCULLOUGH
1051 N. EMERALD AVE.
MODESTO, CA 95351
PHONE: (209) 522-8913
FAX: (209) 522-1918

for CITY:
CITY OF TURLOCK
ATTN: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

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

Wayne York, Transportation Engineering Supervisor
Development Services Department, Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456

Telephone: (209) 668-6039
E-mail: wyork@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SAFE-T-LITE OF MODESTO, INC.

By: _____

Title: _____

Print name: _____

Date: _____

Exhibit A

Proposal for Providing Traffic Control Rental Services

Name of Firm: Safe T Life
Contact Person(s): Michael McCullough
Address: 1051 N. Emerald Ave Modesto Ca
Phone: (209) 522-8913 Fax: (209) 522-1918
Email (if applicable): Sales@SafeTLife.com

Sample Event: Turlock Christmas Parade
Using the sample request below, check (yes/no) your ability to supply the required materials (inventory), indicate the unit price for each item, identify the delivery charges (if applicable), and any other fees or charges associated with providing the service.

YES / NO	QUANT.	ITEM DESCRIPTION	UNIT PRICE
X /	270	NO PARKING signs, paper	$ per .25¢
X /	100	39" Delineator (orange)	$ per .80¢
X /	280	Type I barricades w/o lights	$ per .60¢
X /	260	Type I barricades w/ lights	$ per .80¢
X /	44	Type III barricades w/lights	$ per 2.05
X /	49	ROAD CLOSED signs	$ per 1.50
X /	19	ROAD CLOSED TO THRU TRAFFIC signs	$ per 1.50
X /	22	ROAD CLOSED AHEAD signs	$ per 1.50
X /	3	MERGE signs (left, right)	$ per 1.50
X /	13	TURN PROHIBITION signs (left, right)	$ per 1.50
X /	4	LANE CLOSED AHEAD signs (left, right)	$ per 1.50
X /	4	LANE CLOSED signs	$ per 1.50
X /	3	SPECIAL EVENT AHEAD signs	$ per 1.50

Sub-total: $ 789.20
Tax (7.625%): $ 60.18
Shipping: $ 400.00 pick up & delivery
Add'l Charges/Fees: $ 0
TOTAL: $ 1249.38

How long have you been providing similar services to public agencies? 50 + years
Do you have a minimum quantity or rental period for each order? $35.00 Min
How far in advance must orders be submitted? Large event orders 1 week
How long would it take to transport an order from your rental facility to a designated location in the City of Turlock (one-way)?: 15 minute

Exhibit B

Scope of Services

1. Rental of temporary traffic control devices including, but not limited to: barricades, signs, cones and delineators; and
2. Delivery / pick-up services when requested; and
3. Labor services for affixing signs to barricades and designing layouts for custom signs as requested; and
4. Sale of non-returnable items, including, but not limited to: printed paper signs, orange mesh fencing and rolls of caution tape.

SAFE-T-LITE OF MODESTO, INC.
1051 N. EMERALD AVENUE
MODESTO, CALIFORNIA 95351
FAX (209) 522-6935
PHONE: (209) 522-8913

CITY OF TURLOCK A/P
156 S. BROADWAY ST., STE 112

TURLOCK CA 95380-5435

CUST # 13050
TERMS: 2.00%/10TH N/25TH

EST # 369714
DATE : 3/29/16
CLERK: MICHAEL
TERM # 560

TIME : 9:20

****
* ESTIMATE *
****

QUANTITY	UM	ITEM	DESCRIPTION	SUG.PRICE	PRICE/PER	EXTENSION
1	EA	1	BARRICADE RENTAL ONE DAY		.60 /EA	.60
1	EA	1	BARRICADE W/LITE RENTAL 1 DAY		.80 /EA	.80
1	EA	1	ALUM E.G SIGN RENTAL ONE DAY		1.50 /EA	1.50
1	EA	1	ALUM H.I SIGN RENTAL ONE DAY		3.00 /EA	3.00
1	EA	1	DELINIATOR RENTAL ONE DAY		.80 /EA	.80
1	EA	PS	PAPER NO PARKING SIGNS		.25 /EA	.25
1	EA	1	FLAGSTAND RENTAL ONE DAY		2.50 /EA	2.50
1	EA	1	VINYL SIGN N.R RENT ONE DAY		2.00 /EA	2.00
1	EA	1	REFLECTIVE VINYL SIGN RENT 1 DAY		3.00 /EA	3.00
1	EA	1	TYPE 3 BARRICADE RENT 1 DAY		1.75 /EA	1.75
1	EA	1	TYPE 3 W/LITE RENT 1 DAY		2.05 /EA	2.05
1	EA	1	PEDESTRIAN BARR RENT 1 DAY		3.50 /EA	3.50
1	EA	11	LABOR TO INSTALL PAPER SIGNS		25.00 /EA	25.00 N
1	EA	11	LABOR PER HR TO INSTALL ALUM SIG		25.00 /EA	25.00 N
1	EA	13	DELIVERY CHARGE 100.00 PER TRUCK. COVERS PICKUP AND DELIVERY		100.00 /EA	100.00*
1	EA	11	LAYOUT AND PRINT PAPER SIGNS		30.00 /EA	30.00 N
1	EA	BTC	3"X1000' CAUTION CAUTION CAUTION		9.95 /EA	9.95

** ESTIMATE ** ESTIMATE **

TAXABLE	131.70
NON-TAXABLE	80.00
SUB-TOTAL	211.70
TAX AMOUNT	10.04
TOTAL ESTIMATE	221.74

(WAYNE YORK)

X _____
Received By

Mar. 29. 2016 9:07AM Safe T Lite NO. 0121 P. 2

59

City Council Synopsis
May 24, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Katie Quintero, Senior Planner

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining acceptance of the 2015 General Plan Annual Report is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines

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Resolution: Accepting the 2015 General Plan Annual Report pursuant to California Government Code Section 65400(a)(2) to be submitted to the Governor's Office of Planning and Research and the California Department of Housing and Community Development

2. DISCUSSION OF ISSUE:

The current General Plan was adopted in 2012. Each element of the General Plan contains guiding policies and implementing policies. Guiding policies are statements of philosophy or intent and implementing policies are commitments to specific actions that are to be undertaken in order to achieve the results called for by the guiding policies.

The California Government Code Section 65400(a)(2) requires that an annual report on the implementation of the General Plan be submitted to the Council, the Office of Planning and Research, and the Department of Housing and Community Development for review. The State put this requirement in place to ensure that the planning agency (for the City of Turlock, the Planning Commission) investigates and makes recommendations to the legislative body regarding implementation of the general plan. The report is intended to serve as a guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and to ensure the efficient expenditure of public funds relating to the subjects addressed in the general plan. The report must include the status of the existing General Plan and progress made in its implementation, including the progress in meeting the City's share of regional housing needs determined pursuant to Section 65584 of the Government Code. The 2015 General Plan

OK for agenda

Annual Report is Exhibit A of the resolution. The Planning Division works with all of the other City departments to gather the information needed to complete this report.

The first part of the report focuses on the implementation of the General Plan. The implementing policies in the General Plan are used as the foundation for this section of the report. The implementing policies are listed in the report along with the department responsible for carrying out the action. Annually, the implementation status of each policy is evaluated and updated based on the progress made during the year. The report also lists all of the land use entitlements processed by the Planning Division for the year.

The second part of the report is the Housing Element Annual Progress Report. In this section of the report, the City must show its progress in meeting its share of the regional housing targets it has been assigned and to describe the City's local efforts to remove governmental constraints to the maintenance, improvement, and development of housing. The report has been prepared using forms and definitions required by the California Department of Housing and Community Development. These forms must be included in the report along with a section that describes the actions taken by the City towards completing the housing programs in accordance with the deadlines outlined in the Housing Element.

While there are no specific penalties for not submitting an annual report, failure to submit the annual general plan report to the State could make the City ineligible for various affordable housing and park grant funding programs. The City has a very good track record of submitting the annual report each year which has made the City eligible for substantial funding when combined with the delivery of affordable housing projects during a given year. For example, the City of Turlock was awarded $443,100 to construct a 4.77-acre park on Montana Avenue which will be required to serve the future Montana-West Master Plan area. These funds were made available to the City due to the construction of the 80-unit Avena Bella project on West Linwood and the submittal of the annual report for that year. The City would not have been eligible to receive these funds if the annual report had not been submitted to the State.

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

3. BASIS FOR RECOMMENDATION:

The City is required to submit its general plan annual report to the State Office of Planning and Research and the Departments of Housing and Community Development pursuant to California Government Code Section 65400(a)(2). In addition, the Planning Commission unanimously determined the report was exempt from CEQA and in compliance with the California Government Code at their April 7, 2016 meeting.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The cost of preparing this report was funded by the General Fund.

Budget Amendment: None.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

Accepting this report will not create a physical impact on the environment or authorize any action that has the potential to impact the physical environment; therefore, the proposed action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) of the CEQA Guidelines.

7. ALTERNATIVES:

A. Do not accept the 2015 General Plan Annual Report. Staff does not recommend this option as the submittal of the annual report is required by State Law and is a prerequisite to receiving housing and park grant funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING ACCEPTANCE OF THE 2015 GENERAL PLAN ANNUAL REPORT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15060(c)(2) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2016-**

WHEREAS, pursuant to California Government Code Section 65400(a)(2), the City of Turlock is required to prepare an annual report on the implementation of its General Plan and Housing Element and submit that report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development by April 1 of each year; and

WHEREAS, the 2015 General Plan Annual Report, attached hereto as Exhibit A, was submitted to the City of Turlock Planning Commission for its review and approval; and

WHEREAS, at its regular meeting on April 7, 2016, the City of Turlock Planning Commission unanimously found the report to be in compliance with the requirements of the California Government Code; and

WHEREAS, the California Environmental Quality Act (CEQA) requires 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, Section 15060(c) [Activities Subject to CEQA] of the CEQA Guidelines establishes the criteria for determining whether an activity is subject to CEQA; and

WHEREAS, Section 15060(c)(2) states that any activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment is not subject to CEQA; and

WHEREAS, the acceptance of the 2015 General Plan Annual Report will not create a physical change in the environment or authorize any action that has the potential to change the physical environment; and

WHEREAS, the City Council of the City of Turlock considered the action in light of these provisions and the public testimony given at a publicly noticed meeting conducted on May 24, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine acceptance of the 2015 General Plan Annual Report is not subject to CEQA pursuant to Section 15060(c)(2) of the CEQA Guidelines.

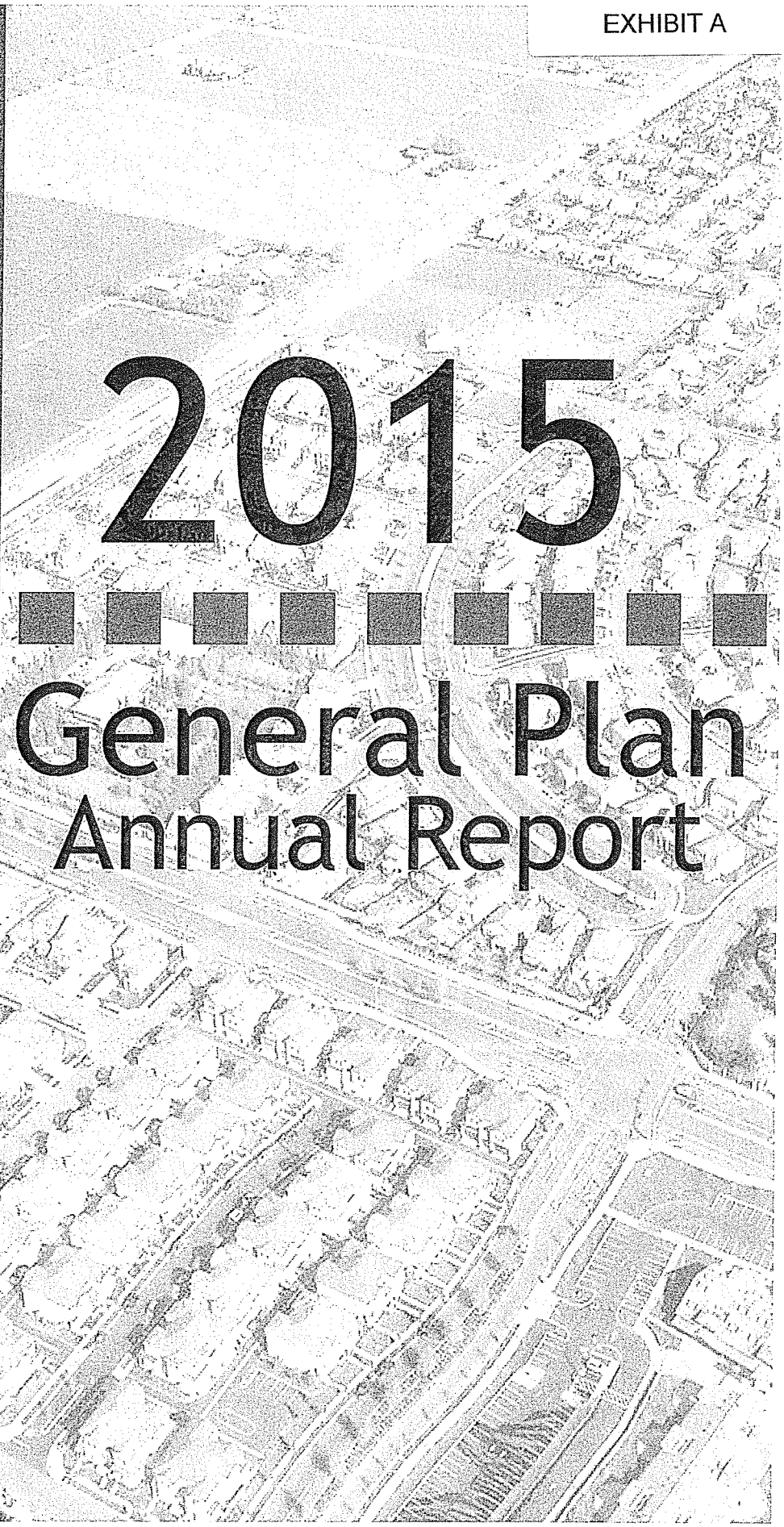
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of May, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

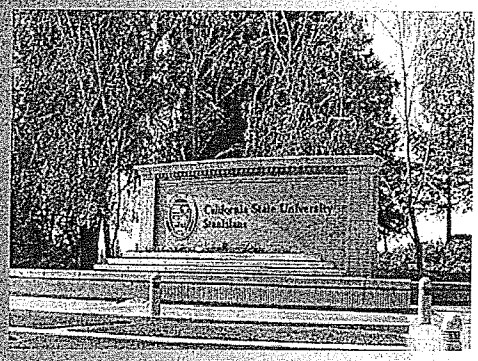
_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

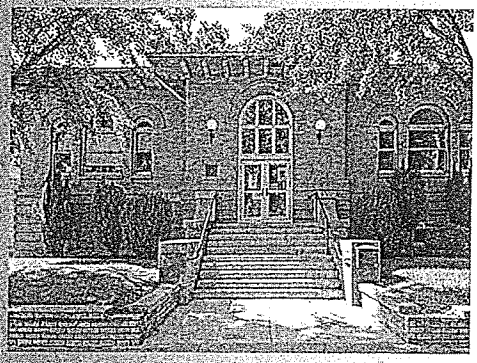
EXHIBIT A



2015 General Plan Annual Report

Development Services
City of Turlock
March 2015





INTRODUCTION

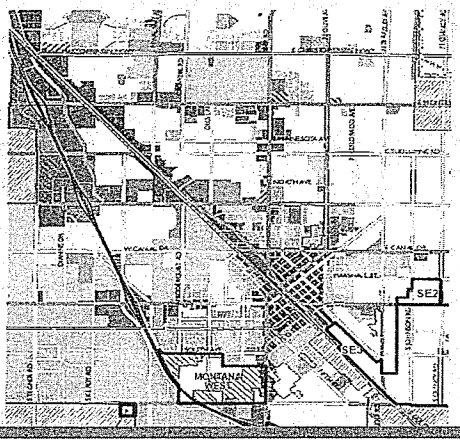
Turlock has had a long history of planning. A general plan for the City was first prepared in the early 1950's and although it was never adopted, it served as a point of departure for future plans. The General Plan prepared in 1969, much before general plans acquired their present political and legal structure, addressed such contemporary issues as urban sprawl and unnecessary destruction of farmland. The next General Plan (formally adopted in 1993 and partially updated in 2002), served the City well, guiding the creation of attractive new neighborhoods, parks, and major new retail and employment areas.

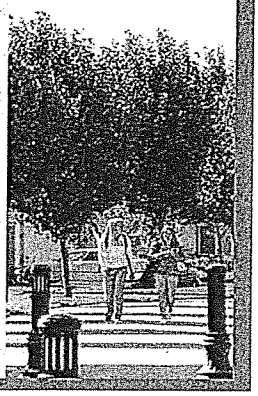
The most recent effort, completed in September 2012, represents a continuation of this planning tradition. The City Council selected Alternative 1, the environmentally superior alternative of the choices presented to them, while still meeting the low-end population projection for the next twenty years for the City of Turlock. The current General Plan articulates a vision for Turlock that draws on the ideas of the many citizens, business owners, and elected officials who participated in the planning process. Designed to guide growth and development, the Plan emphasizes the creation of attractive new neighborhoods and successful employment centers, while preserving the valuable farmland in which the city has its roots.

The California Government Code requires that an annual report on the status of the General Plan be submitted to the City Council for its review and approval. The report includes the City's progress in implementing a wide variety of General Plan goals and policies, including the progress in meeting the City's share of regional housing needs.

In order to fulfill State requirements and inform the City's elected and appointed officials as well as the citizens of Turlock on the progress the City has made in implementing goals in the Turlock General Plan, City staff has prepared this report to the Turlock City Council.

TURLOCK GENERAL PLAN

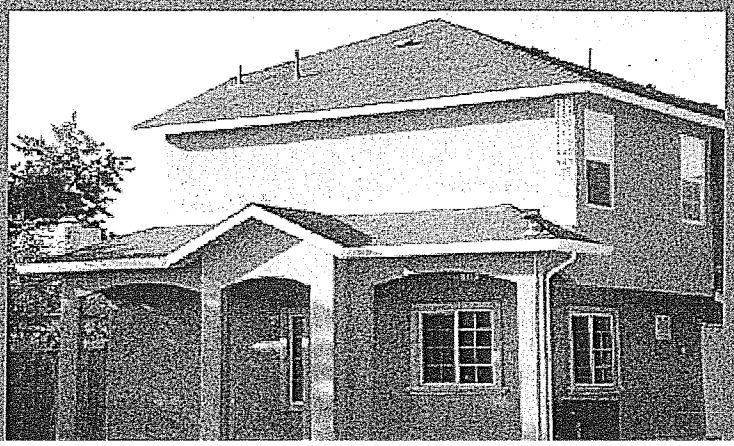




2015 MAJOR PLANNING PROJECTS

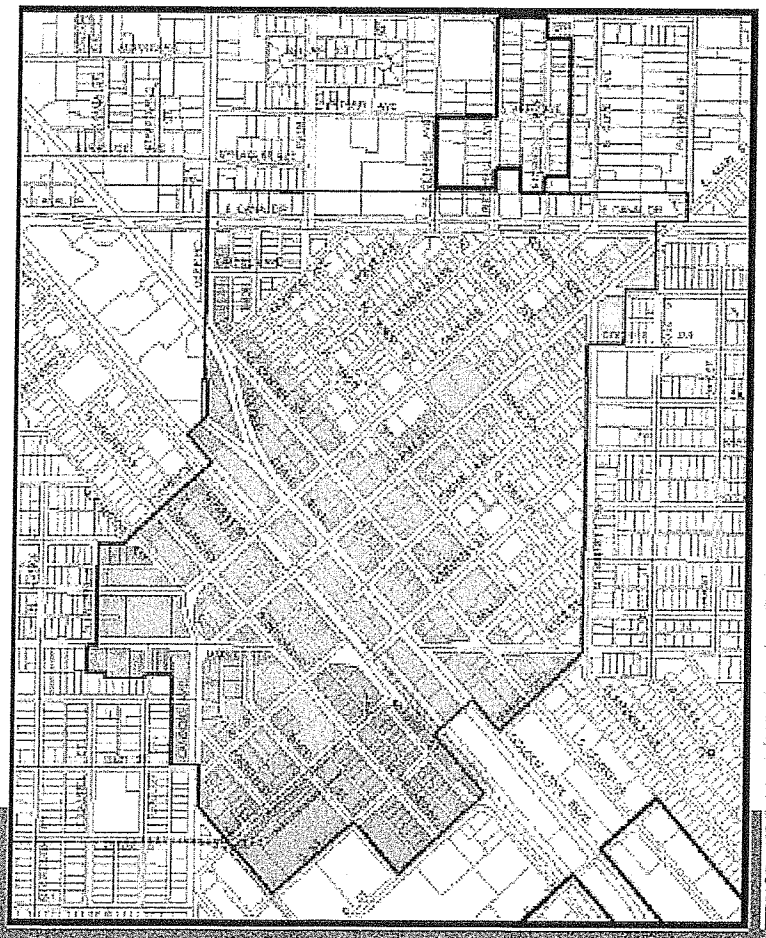
HOUSING ELEMENT UPDATE

In October of 2015 the Housing Element Update project was approved. The project consists of the 5th cycle update to the City of Turlock Housing Element. The updated element addresses new housing targets established by the Stanislaus Council of Governments for the 2014-2023 planning period. The purpose of the Housing Element is to encourage the provision of an adequate and diverse supply of safe and affordable housing in all communities, consistent with statewide housing goals. The update does not require any changes to the general plan designations or zoning of property within the City of Turlock. The update is consistent with the currently adopted General Plan and its Environmental Impact Report.



DOWNTOWN PARKING STUDY

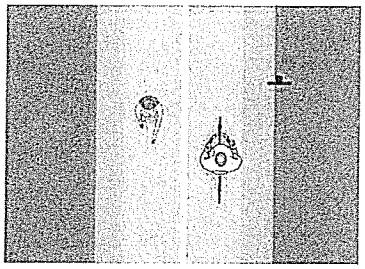
In September of 2015, City Council directed staff to prepare a Request For Proposals to hire a consultant to prepare a Downtown Parking Study. On September 26, 2015 City staff sent notifications to consultants and advertised the Downtown Parking Plan RFP. The objective of the plan is to ensure parking does not limit the success of current businesses and does not become a constraint on the continued growth and success of the downtown. The consultant will use the growth projections of the General Plan to make assumptions about the future growth and development of the downtown to determine future parking demands. The plan will contain recommendations for future parking improvements and show the necessary phasing for the improvements. On October 30, 2015 three proposals were received, reviewed and scored by six members of the Downtown Parking Plan Advisory group. The Advisory group unanimously recommended TJKM Transportation Consultants, as the most qualified consultant to complete the project objectives. TJKM is a firm with extensive expertise in Transportation and parking matters. Several Public input meetings are planned where Turlock residents, businesses and employees are welcome to attend and help make parking simple and easy in Turlock. The first public outreach meeting was held on February 2, 2016.



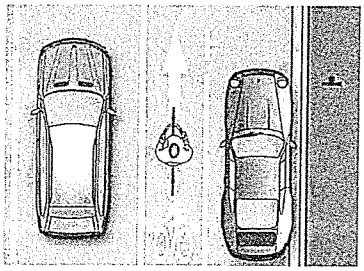
ACTIVE TRANSPORTATION PLAN

An "Active Transportation Plan" (ATP) was adopted in 2015. This plan will act as an implementation tool for the City's General Plan, detailing how to develop a more connected and safer bike/walk environment in Turlock. Once completed, the ATP will maximize competitiveness for funding pedestrian and bike projects. Work accomplished during the past year includes holding bike rodeos at elementary schools, soliciting input from community members through flyers distributed at the local farmer's market, workshops held at City Hall, and distribution of a detailed web survey. A website for the ATP was established (bikewalkturlock.com), which provides information on the Plan's progress to date. On the website can be found draft documents such as, a "Walk and Bike Friendly Guidebook," to encourage biking and walking, a "Design Guidelines Toolkit," to provide direction on infrastructure design, a "Safe Routes to Schools" report, suggesting ways to improve existing conditions, and a "Bikeway Recommendations Map," showing proposed bike routes, lanes and off-road paths throughout the City.

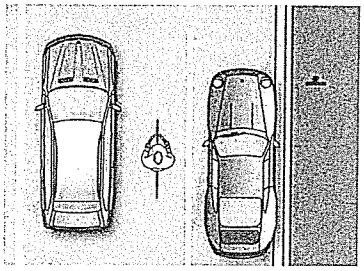
CLASS I
SHARED PATH



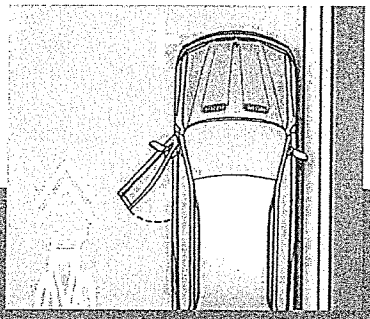
CLASS II
BIKE LANE

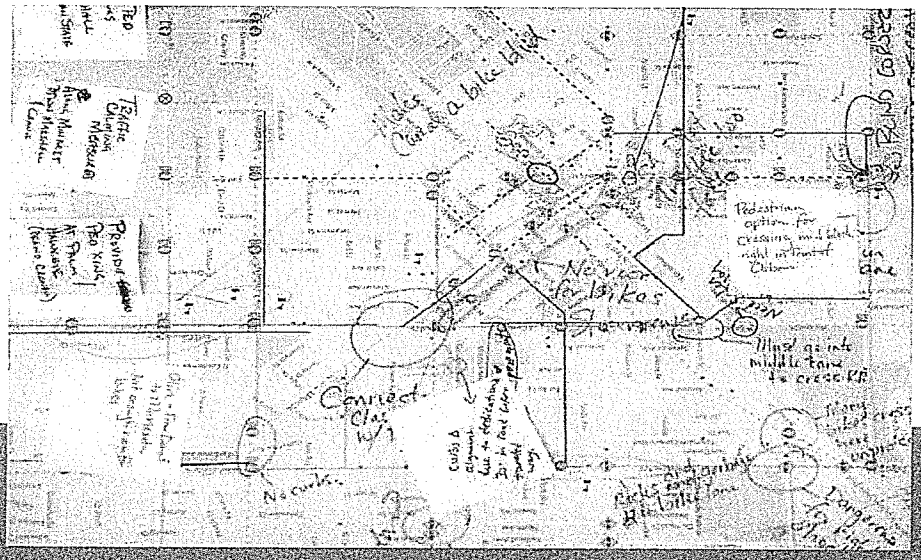


CLASS III
BICYLCE ROUTE



CLASS III
SHARED LANE





2015 PLANNING DIVISION PROJECTS

GENERAL PLAN AMENDMENTS & REZONES

When an applicant requests a change to the zoning or the General Plan for property, such as development of apartments on property designated for single-family homes or want residential uses rather than commercial uses. These applications are legislative actions and are ultimately approved by the City Council. In addition, the request may require a more detailed environmental analysis to show how the proposal's impacts differ from those evaluated in the General Plan or for a specific master plan area.

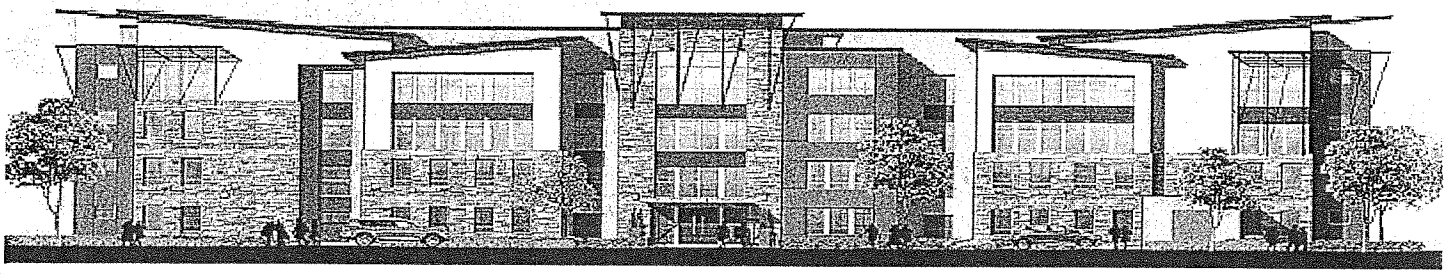
PROJECT	APPLICANT	PROJECT NAME
GPA 2015-01	City of Turlock	Housing Element Update
GPA 2015-02	City of Turlock	Active Transportation Plan
GPA 2015-03	David J. Moon	The Vista - Student Housing Project - 900 W. Monte Vista, 1010 W. Monte Vista, & 3000 Crowell Rd

PROJECT	APPLICANT	PROJECT NAME
REZ 2015-01	David J. Moon	The Vista - Student Housing Project - Monte Vista & Crowell
REZ 2015-02	Nick Hackler	Turlock Walnut Company Expansion - 400 D & 400 Third Streets

PLANNED DEVELOPMENTS

Planned Developments typically allow deviations from City development standards including lot sizes and dimensions, and building setbacks from property lines. Planned Developments are considered a rezoning of the property(s) and therefore must ultimately be approved by the City Council.

PROJECT	APPLICANT	PROJECT NAME
PD 272	David J. Moon	The Vista - Student Housing Project
PD 273	Nick Hackler	Turlock Walnut Company Expansion

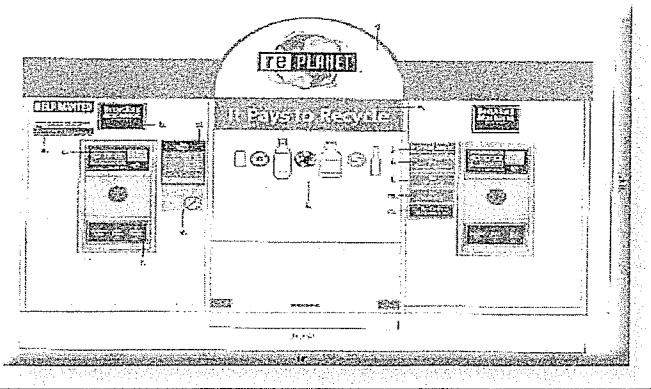


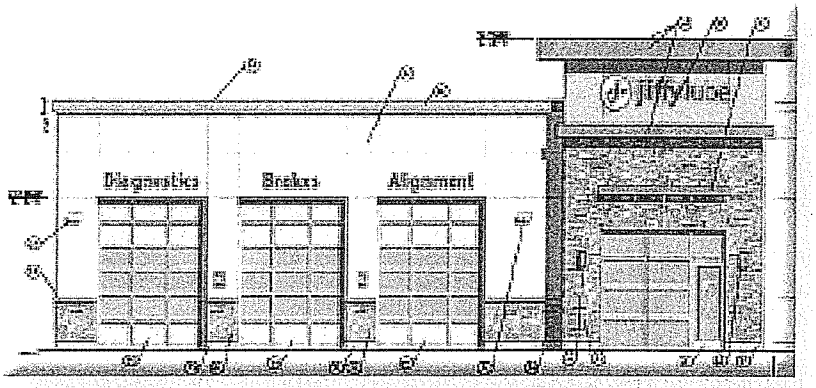
The Vista - Student Housing Planned Development

MINOR DISCRETIONARY PERMITS (MDP)

Certain projects can be reviewed and approved at staff level and discretion is used in determining compliance with the adopted policies, codes, and standards of the City of Turlock. MDPs are usually required when there is a substantial change in use of an existing structure, a large expansion of an existing structure, an entirely new project is to be built or when freestanding signs are proposed to be over 3'-0" tall. MDPs requires public notification of the proposed project. The adjoining property owners are notified, as the project may constitute a significant change in the neighborhood. As with all Staff project reviews, a concerned neighbor or property owner may request that the issue be discussed at a public hearing before the Planning Commission.

PROJECT	APPLICANT	PROJECT NAME
MDP 2015-01	Pires, Lipomi & Navarro Architects	Transit Building - 1418 N Golden State Blvd
MDP 2015-02	Jack Wilkey	Wilkey Building - 3091 Spengler Way
MDP 2015-03	L Street Architects - Robert Degrasse	Dialysis Center - 2350 Maryann Dr
MDP 2015-04	Foster Farms - Robert Miller	Foster Farms Silos - 4002 W. Main
MDP 2015-05	Cathy McGuire (Withdrawn)	Valvoline - 3085 N Tegner Road
MDP 2015-06	Anderson - Litfin, Inc	Anderson - Litfin Warehouse - 1460 Atlanta Ct
MDP 2015-07	Anderson - Litfin, Inc	Warehouse Building - 1310 Venture Lane
MDP 2015-08	Nancy Mertz	Replanet Recycling Kiosk - 3000 Countryside Dr
MDP 2015-09	Foster Farms - Robert Miller	Foster Farms Hatchery Expansion - 1506 S. Walnut Rd
MDP 2015-10	David J. O'Donnell	Jiffy Lube - 1025 Powers Ct
MDP 2015-11	Guy Simile Family Trust	Assisted Care Facility - 1015 & 1043 E Main St
MDP 2015-12	Michael Pate	Volvo Rents Electrified Fence - 1400 South Ave.
MDP 2015-13	Mark McKechnie	Dual Retaurant - 3100 Hotel Drive
MDP 2015-14	CRP, Geer Road LLC	Office Building - 3950 Geer Road
MDP 2015-15	John Jaureguy	Outdoor Dining - 428 E. Main St
MDP 2015-16	Foster Farms - Robert Miller	Foster Farms Loadout & Office - 3600 W. Main St





Replanet Receycling Kiosk & Jiffy Lube

TURLOCK ASSISTED CARE CENTER

MDP 2015-11

In September of 2015 approved and issued a project permitting the development of a two-story assisted living facility. The project included a 67,000 s.f. building, with a total of 82 assisted living apartments. There will be units designated for individuals with higher acuity needs as well as memory support units. On-site and off-site improvements include landscaping, parking, commercial drive-ways, and two monumnet signs. A 7 foot masonry wall will be constructed along the north property line separating commercial use from the residential zoning districts to the north.

CONDITIONAL USE PERMITS (CUP)

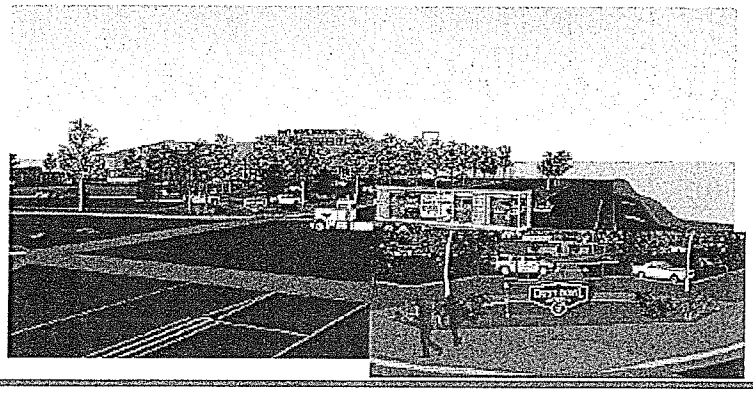
A goal for land use rules is for nearby land uses to be compatible with one another. The City of Turlock does this by saying certain uses are allowed only under certain conditions. If someone wants to make a use of a property he/she must obtain a Conditional Use Permit. The permit process allows decision makers to create requirements to avoid problems and conflict with the community. These requirements must relate to the expected problems a use will create. The Decision-maker must then explain with findings why the permit is or is not justified under the circumstances. Conditional Use Permits are heard and considered by the Planning Commission.

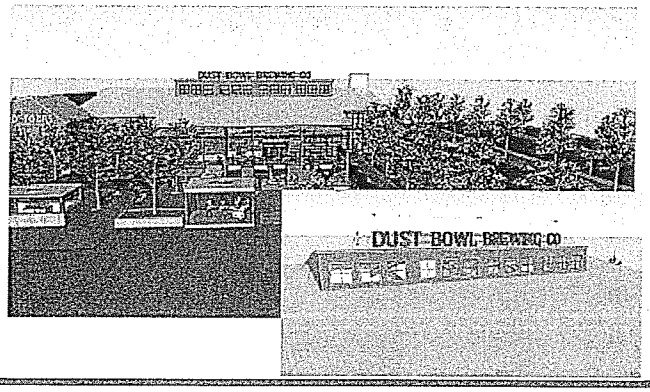
PROJECT	APPLICANT	PROJECT NAME
CUP 2015-02	Ad Art Sign Company	Blossom Valley Monument Sign - 2810 Geer Rd
CUP 2015-03	A-Plus Signs	Lander Crossings Master Sign Program - Lander Ave (Multiple APN's)
CUP 2015-04	Rob Monroe	Calvary Chapel of Turlock - 147 & 153 S. Broadway
CUP 2015-06	A-Plus Signs, Inc	LED Signs - 1851 Lander Avenue
Amend CUP 2005-04 (CUP 2015- 07)	CSJ LLC	Modification & Relocation of Freeway - Oriented Pylon Sign - 1700 Automall Drive
CUP 2015-08	Brett Honore	Dust Bowl Brewing Compnay Sign Program - 3000 Fulkerth Avenue
Amend CUP 2008-06	Jerry Powell	Udder Place Expansion - 108 & 110 W. Main St

DUST BOWL BREWING COMPANY SIGN PROGRAM

CUP 2015-08

In December of 2015 Brett Honore submitted an application requesting the approval of a sign program located at 3000 Fulkerth Rd. In February of 2016 planning commission approved the motion of CUP 2015-08 that includes 10 signs located throughout the subject site totalling approximately 650 square feet of sign area. The sign program includes 6 directional signs, 1 monument sign, 2 wall signs, and 1 rooftop-mounted neon sign.

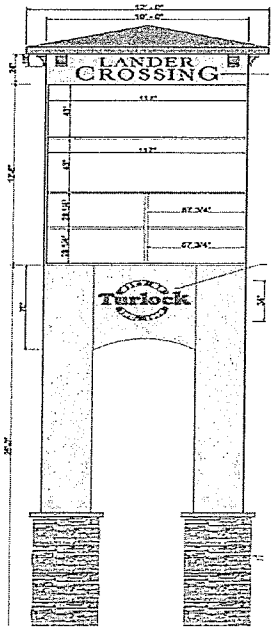


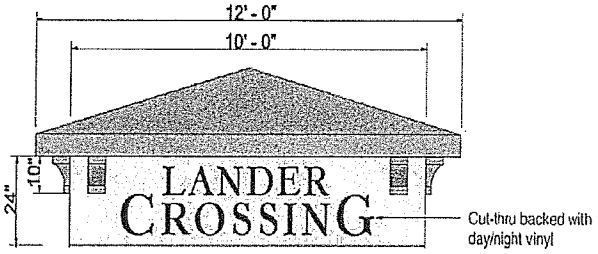


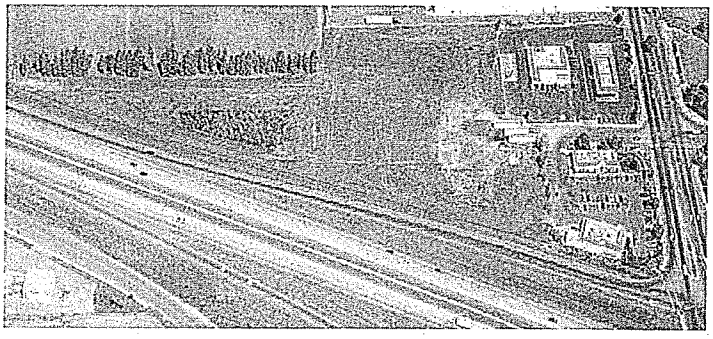
LANDER CROSSINGS MASTER SIGN PROGRAM

CUP 2015-03

In July of 2015 Planning Commission approved the motion of CUP 2015-03. The Lander Crossings Master Sign program identifies the allowable size of tenant signs, including a variety of sign types. The program also includes a 40 foot tall freeway pylon sign located at 1851 Lander Ave. This approval is subject to the conditions of approval outlined in Resolution 2015-15.





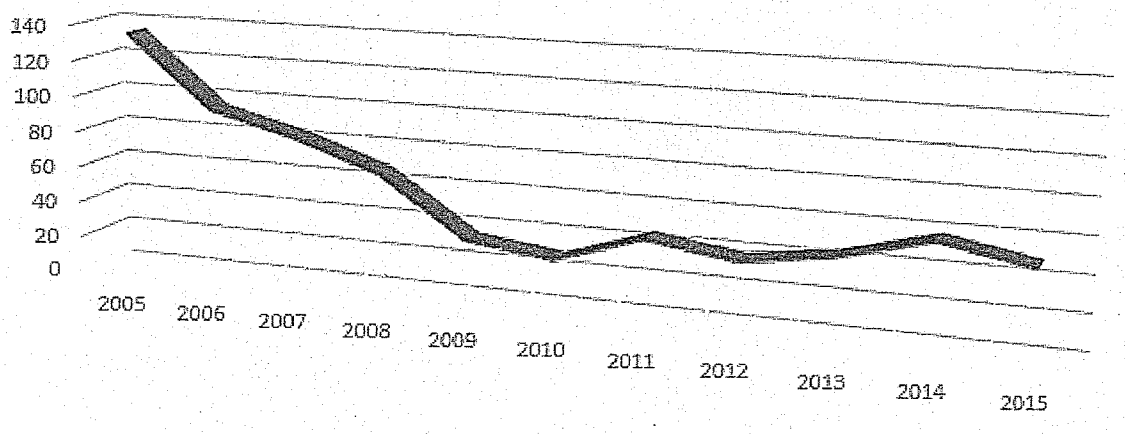


TEMPORARY USE OF LAND PERMITS (TULP)

Generally, a "temporary use of land" is described as an activity on property when that use is intended to take place only for a limited or intermittent period of time with no intent to become permanent. Common examples of temporary uses of land include outdoor carnivals, outdoor sales events or similar temporary special promotions, temporary parking lots, and model home sales offices.In general, temporary uses may not exceed one year in length. Specific land uses such as outdoor sales events at shopping centers are limited to 72 hours in length, and may not exceed 6 events per year.

TULP 2015-01	Luis & Karla Mancia	Templo Jordan Car Show - 655 Jordan Ave
TULP 2015-02	GDI Insurance Agency	Safety Saturday Event - 801 Geer Road
TULP 2015-03	PHS Sober Grad Committee	Pitman High SOber Grad Night - 2525 Christoffersen Parkway
TULP 2015-04	Walmart (Justin Johnson)	Walmart Containers - 2111 Fulkerth Road
TULP 2015-05	Wellington Station Inc.	Firestone Walker Brew Promotion Event - 10 E. Main

NUMBER OF PROJECTS*
2005-2015

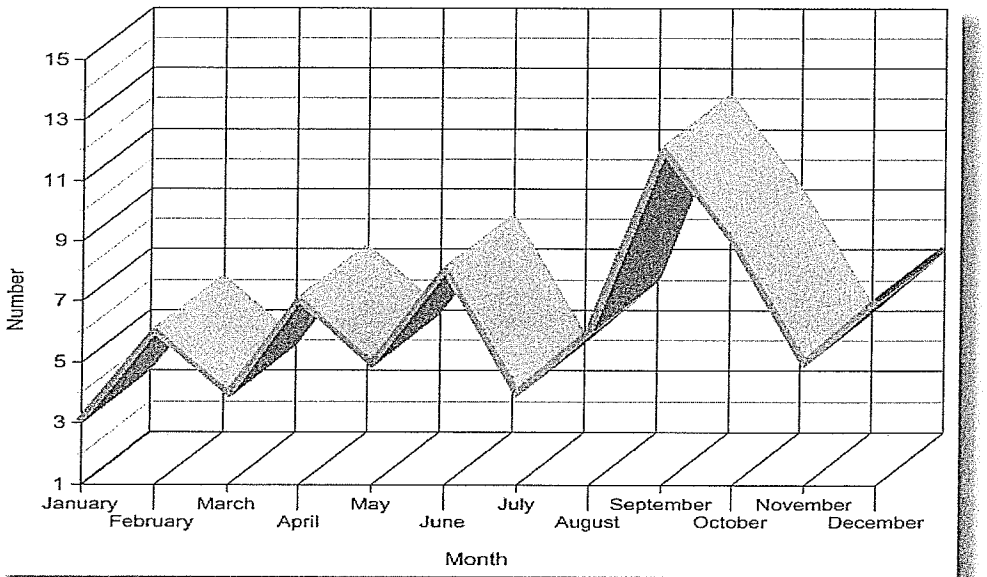


*VAR, TULP, SUB, REZ, MDP, MAA, GPA, CUP

PREDEVELOPMENT MEETINGS

Also worth noting, City staff held approximately 93 predevelopment meetings in 2015. These meetings are offered free of charge to anyone wishing to schedule a meeting with staff to discuss a development proposal. At these meetings, development standards, site and building design, potential parking and traffic circulation issues, infrastructure requirements, public safety concerns/standards, fees, and any other information related to the particular project are discussed. Having this discussion early on in the development process has proven to be very beneficial to everyone involved.

NUMBER OF 2015
PREDEVELOPMENT MEETINGS



JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
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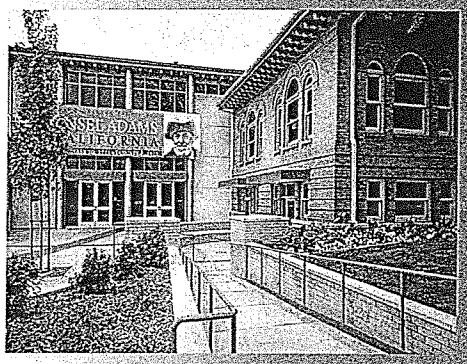
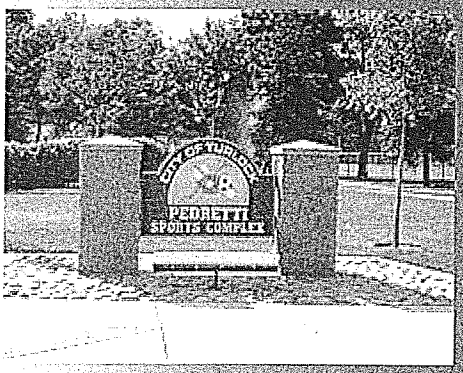


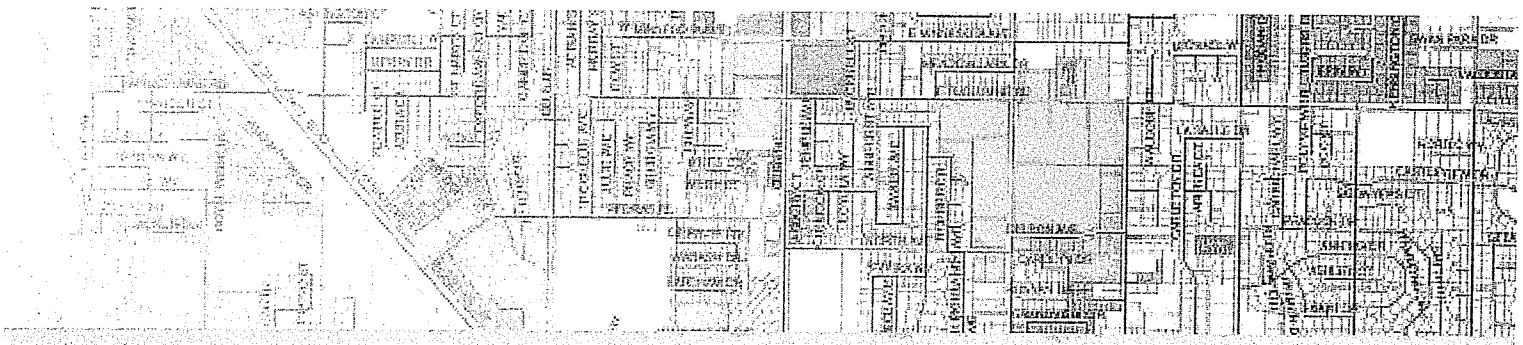


IMPLEMENTATION REPORT

Included in the General Plan is an "Implementation Report" table, which details specific actions relating to each of the listed chapters, identifies the responsible department(s), and includes a column for staff to journal implementation steps in achieving each action.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Downtown:*		
2.4b: Update the Downtown Overlay District and Design Guidelines.	Planning	Staff took an item to Council to determine if there is General Fund money available to fund the Downtown Overlay District Design Guidelines update. There is no General Fund money. This item will be brought back to Council in two years to determine if any funding is available. Staff will continue to look for grant funding to update the plan.
2.4c: Continue Downtown Property-Based Improvement District.	Economic Development	The PBID was renewed by the Downtown Property Owners Association on July 9, 2013 for a period of ten years.
2.4d: Work with property owners to preserve the historic character of Downtown Turlock.	Planning	The city applied for a Strategic Growth Council Sustainable Communities Planning Grant to comprehensively update the Downtown Design Guidelines using a Pattern Book approach. The grant was not approved. The Council determined there was no General Fund money available to fund the plan update. Staff will take the item back to Council in two years to determine if funding is available and will continue to look for grant funding opportunities.

CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT Residential Areas		
2.5d: Zoning ordinance revisions to match General Plan.	Planning	The Planning Commission approved the zoning amendments on March 6, 2014. The amendment was approved by City Council in April 2015.



2.5-i: Create incentives to increase residential development in Downtown and infill sites.	Building	The updated Downtown Zoning Regulations adopted in April 2015 provide reduced permitting requirements for high rise residential development.
2.5-l: Establish a graduated density ordinance in neighborhoods with narrow lots (by today's standards) generally located in Southwest.	Planning	This project is currently on hold awaiting staff availability. Staff expects to begin work on this task in 2017.
2.5-m: Establish an overlay district(s) for areas adjacent to Downtown to preserve the historic quality and cohesiveness of these post-WW II neighborhoods.	Planning	This project is currently on hold awaiting staff availability. Staff expects to begin work on this task in 2017.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Retail/Commercial/Mixed Use Areas:*		
2.6e: Discount Superstore Demand Analysis.	Economic Development	Household growth has not yet achieved the milestone established in the General Plan for initiating this analysis.
2.6h: Incentives for mixed use projects.	Economic Development	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Industrial Areas:*		
2.7e: Review designated truck routes and "industrial streets" to accommodate industrial traffic and avoid unanticipated conflicts.	Engineering	The City is currently in the process of reviewing and modifying maps.
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Professional Office and Business Park:*		
2.8f: Prioritize Downtown as a preferred location for the construction of any new City administrative offices.	Administration	A new Public Safety Facilities Building was completed in 2013 and is now serving as the City headquarters for Police and Fire Services.
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *The Planning Area and City/County Relationships:*		
2.9k: Update the City's agreement with Stanislaus County regarding the collection of public facility fees and land use policies for development adjacent to the City.	Administration	The City continues to discuss this issue with the County. The County has indicated that a policy will be included in their new General Plan giving cities a greater role in decisions outside the Sphere of Influence and within the planning area boundary of a city.
2.9l: Work with Stanislaus County to identify revenue tools to underwrite necessary improvements to encourage incorporation of County islands.	Administration	The City continues to discuss this issue with the County. A coordination committee involved elected representatives from the County and the City has been established to address this issue.

2.9-m: Work with StanCOG on regional issues (Regional Transportation Plan (RTP) Update and Sustainable Communities Strategy (SCS)).	Planning	The City served on the RTP and Sustainable Communities Strategy (SCS) steering committee for StanCOG. The RTP and SCA have been adopted by StanCOG. The City of Turlock has received a letter from StanCOG stating that the Turlock General Plan is in compliance with the RTP and SCS.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Economic Development:*		
2.11-j: Complete a citywide economic development strategic plan every five years focusing on industry targeting, job creation, marketing and local business support.	Economic Development	The City established a Mayor's Economic Development Task Force in July 2013. The plan was adopted by City Council on October 28, 2014.
2.11-p: Develop and implement a marketing strategy for the Turlock Regional Industrial Park.	Economic Development	A marketing strategy was incorporated into the Citywide Economic Development Strategic Plan adopted in October 2014.
2.11-s: Re-evaluate building permit fees to reflect actual costs to the City.	Building	This task has been completed. The City Council decided to reduce the fees by approximately 25% in certain categories to incentivize business development.
2.11-t: Work with Stanislaus County and the City of Patterson to establish West Main Street as an expressway connection Turlock to I-5.	Engineering	StanCOG has nearly completed a Feasibility Study evaluating potential alternative alignments for the expressway connection. The final report is expected to be presented to the City Council in Spring 2016, with final adoption by Summer 2016.

2.11-ab: Work with the Stanislaus County Fair Board to either expand the County Fairgrounds at its current site or identify a new site west of State Route 99 for relocation.	Economic Development	
2.11-ac: Partner with CSU-Stanislaus to publicize available educational and training programs using the City's website, through the Library, and at City Hall.	Human Resources	CSU Stanislaus and the City have engaged in the formal adoption of the Town and Gown effort. This collaboration spans many community and educational aspects of programs and services that enhance the community and the University.
2.11-ae: Work with the Building Division and a structural engineer to identify less expensive seismic retrofit, fire safety, and ADA compliance options for older buildings.	Building	The Building and Safety Division has been working with local developers to expedite review of older buildings. This process will remaining ongoing for future development projects.
2.11-ag: Pursue beautification projects.	Engineering	Beautification projects have been completed along North Golden State Blvd. from Monte Vista to Tuolumne Road. Additional funding is required to complete the remainder of the beautification projects, including the SR 99/Monte Vista interchange project. The funding source used to construct previous projects is no longer available. The City will need to identify another source of funds to complete all of the identified projects.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Economic Development Continued:*		
2.11-ah: Market Turlock's assets.	Economic Development	New marketing stratgies have been adopted as part of the Economic Development Strategic Plan.

2.11-ai: Educate users about the improved permitting process.	Economic Development	The City of Turlock has been identified as a streamlining star on the Statewide Go Biz website.
2.11-ak: Implement Turlock's Master Way Finding Sign Program.	Economic Development	A master plan has been adopted. Additional funding is required to implement the plan.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Growth Strategy:*		
3.1-l: Update the Capital Facility Fee (CFF) program to reflect the adopted General Plan and update every 5 years in accordance with State Law.	Engineering	The new CFF program has been adopted and enacted.
3.1-m: Develop a County Islands incorporation strategy and include in Housing Element Update.	Planning	Through the United States Department of Housing and Urban Development (HUD) Conolidated Plan process, the City and County of Stanislaus is developing a joint Neighborhood Revitailization Strategy Area where HUD funds can be used to address some of the infrastructure issues and identify solutions.
3.1-m: Prepare a master plan for the Montana-West Island	Planning	A funding source is required to update the Plan. At the current time, the only available source is General Fund.
3.1-m: Prepare and update financial plans for county island and other disadvantaged communities.	Planning	The City is in the process of amending its General Plan to meet the requirements of SB 244 (Disadvantaged Communities). This amendment includes a discussion of the financial strategies for county islands and other disadvantaged communities.
3.1-n: Continue prezoning and annexation is accordance with timing Policy 3.1-p.	Planning	The City Council adopted a policy along with "Alternative 1" which requires that 70% of the building permits for available vacant properties within the City limits be issued prior to initiating annexation of a new Master Plan area.

3.1-o: Update existing master and specific plans (i.e., Northwest Triangle Specific Plan and E. Tuolumne Master Plan).	Planning	The East Tuolumne Master Plan update has been adopted. The City has started the process to update the Northwest Triangle Specific Plan.
3.2-e: Continue to work with Merced County, StanCOG and MCAG to secure funding for the Southeast interchange to improve circulation and relieve congestion on the Lander Avenue interchange.	Planning	The Project Study Report was adopted by the City of Turlock and the other partner agencies who funded the Report. The City has included a portion of the funding for the interchange in the updated Capital Facility Fee program of projects.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Prepare Master Plans:*		
Southeast Master Plan 1: Morgan Ranch	Planning	The Morgan Ranch Master Plan was adopted on June 23, 2015.
Southeast Master Plan 2: East Avenue North	Planning	
Southeast Master Plan 3: East Avenue-Linwood	Planning	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Potable Water*		
3.3-h: Update the City's water master plan.	Municipal Services	Scheduled to be updated in FY2016/17.
3.3-j: Pursue surface water and other alternative water supply sources.	Municipal Services	The City is an active member of the Stanislaus Regional Water Authority whose purpose is to obtain a supply of potable water from the Tuolumne River in cooperation with the Turlock Irrigation District.The SRWA has signed a Water Sales Agreement with TID and is currently in the planning phase of the project.
3.3-j: Secure surface water sales agreement with the Turlock Irrigation District.	Municipal Services	Funding the The SRWA developed a first draft of the Drinking Water Agreement in 2012. Its final terms are being negotiated by the SRWA and the TID. of the master plan is currently a hurdle to accomplishing this goal.
3.3-k: Supplement the water system master plan with rate and fee studies to ensure that adequate funds are raised.	Municipal Services	Completed January 2014.
3.3-o: Establish requirements for appropriate Best Management Practices for new development to optimize groundwater recharge.	Municipal Services	Continue working with Development Services to develop Low Impact Design standards for all new development to minimize storm water runoff and encourage groundwater recharge.

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Wastewater System*		
3.3-r: Update the sanitary sewer master plan to identify future wastewater flows and plan for an adequate wastewater collection system.	Municipal Services	Completed October 2013.

3.3-s: Update, as needed, the wastewater treatment plant master plan to comply with current and future regulations.	Municipal Services	Completed July 2014.
3.3-t: Update the recycled water master plan, as needed.	Municipal Services	The City is an active member of the North Valley Regional Recycled Water Program as well as the Western Regional Recycled Water Coalition. The City's objective is to convey recycled water for beneficial use in Stanislaus County.
3.3-u: Supplement the wastewater system master plan with rate and fee studies to ensure that adequate funds are raised.	Municipal Services	Scheduled for FY 2015/16.

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Stormwater System*		
3.3-w: Update the storm water master plan to identify future storm water flows and plan for an adequate storm water conveyance, storage, and disposal system.	Municipal Services	Completed October 2013.
3.3-x: Supplement the storm water master plan with fee studies to ensure that adequate funds are raised.	Municipal Services	Going to Council for approval April 12, 2016
3.3-ad: Require implementation of Low Impact Development and Water Quality Best Management Practices for new development and public works projects.	Municipal Services	This task has been implemented through the City's Municipal Separate Stormwater and Sewer System (MS4) permit.

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Waste Management and Recycling*		
3.3-ah: Adopt a construction and demolition waste recycling ordinance that requires large projects to divert all Portland cement concrete and asphalt concrete and at least 50% of all remaining debris away from landfills.	Municipal Services	Completed October 2013.
3.3-ak: Study the feasibility of adding food waste to the City's curbside compost pick-up program.	Municipal Services	Completed July 2014. Completed. Municipal Code updated to include Mandatory Organic Recycling for commercial and multi-family uses as required by the State.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 4: PARKS, SCHOOLS, AND COMMUNITY FACILITIES *Parks, Recreation, and Open Space:*		
4.1-f: Update the City's Park, Recreation and Open Space Master Plan.	Parks, Recreation, and Public Facilities	The City Council has approved use of park fees to begin the update to the Parks Master Plan and fee program. Staff expect to start work on this project in Spring 2016.
4.1-f: Update the City's Park, Recreation and Open Space Master Plan.	Parks, Recreation, and Public Facilities	
4.1-h: Acquire and develop 5 new neighborhood-serving parks in Southeast Master Plans 1 and 2.	Parks, Recreation, and Public Facilities	

4.1-q: Update the park fees consistent with the updated Parks, Recreation and Open Space Master Plan, include non-residential fees pursuant to Policy 4.1-r	Parks, Recreation, and Public Facilities	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 4: PARKS, SCHOOLS, AND COMMUNITY FACILITIES *Community Facilities:*		
4.2-c: Within 2 years of adopting the new General Plan, identify and order priorities for new sports and recreation facilities, and undertake feasibility studies to determine whether and how to proceed with development.	Parks, Recreation, and Public Facilities	A feasibility study has been authorized to evaluate priorities for new sports and recreational facilities as well as identify funding sources to implement these priorities. The study is expected to be completed in Summer 2016.
4.2-d: Following a feasibility study, confirm support, negotiate partnerships and amend the Capital Facilities Fee to include projects, as appropriate.	Parks, Recreation, and Public Facilities	
4.2-g: Coordinate with the Stanislaus County Library and Turlock Unified School District to explore a joint use library as part of a new middle or high school.	Parks, Recreation, and Public Facilities	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Roadway Networks, Standards, and Improvements:*		
5.2-j: Continue to work with Caltrans to achieve timely construction or programmed freeway and interchange improvements.	Engineering	The environmental document for the Fulkerth interchange is nearly completed with 90%of the construction documents having been submitted to Caltrans. Right of way acquisition has been commenced.
CHAPTER 5: CIRCULATION *Regional Cooperation:*		
5.2-k: Update City Standard Specifications and Drawings as necessary for regional roadways.	Engineering	The revised standards have been approved by the City Council.
5.2-l: Work with Stanislaus County and other agencies to implement new interchange on State Route 99 near Youngstown.	Engineering	The Project Study Report was adopted by the City of Turlock and the other partner agencies who funded the Report. The City has included a portion of the funding for the interchange in the updated Capital Facility Fee program of projects.
CHAPTER 5: CIRCULATION *Regional Cooperation Continued:*		
5.2-p: Work with County to expand the current Sphere of Influence fee into adjacent unincorporated areas.	Planning	

5.2-q: Work with Caltrans, Stanislaus County and other jurisdictions to establish a fair-share fee program for improvements to regional routes and state highways.	Administration	The City continues to work with the County to establish a program that would extend the City's impact fee program to unincorporated areas that impact City street and roads.
5.2-s: Update city standard plans and specifications, where necessary, to match new General Plan standards.	Engineering	The updated City Standard Specifications and Drawings have been approved by the City Council.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Street Network:*		
5.2-w: Each year, prepare a 5-year Capital Improvement Program to construct/update circulation facilities.	Engineering	The 5-year Capital Improvement Program is being developed as part of the annual budget process. General Plan Conformity will be determined by the Planning Commission.

CHAPTER 5: CIRCULATION *Roadway Operations and Monitoring:*		
5.2-ad: Monitor traffic and accident information on a regular basis to identify projects to improve traffic safety.	Engineering	Ongoing

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Funding for Improvements:*		
5.2-ae: Ensure that new development pays its fair share of the costs of street and other local transportation improvements by updating the Capital Facility Program and adopting an Area of Influence Fee for development in the unincorporated area that impacts City streets and roads.	Engineering	The Capital Facility Fee Program has been updated to ensure that development pays its fair share of public infrastructure and general government infrastructure, buildings and studies.
5.2-af: Use citywide traffic impact fees and Area of Influence fees to provide additional funding for transportation improvements based on roadway design in Roadway Network Diagram.	Engineering	The City continues to work with the County to establish a program that would extend the City's impact fee program to unincorporated areas that impact City street and roads.
5.2-am: Establish precise alignments based on the General Plan circulation diagram and the standards delineated in Table 5-6.	Engineering	
5.2-an: Plan line studies shall be included in CFF costs. Once the plan lines are established, new cost estimates shall be prepared and the CFF updated to review the revised and finalized costs.	Engineering	

5.2-ar: Conduct a plan line study for the expressway on the east side of Turlock that will connect Christofferson Parkway to State Route 99.	Engineering	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Relationship between Modes:*		
5.2-au: Establish citywide standards for bus stop locations and bus frequencies/ headways.	Engineering	
CHAPTER 5: CIRCULATION *Downtown Parking:*		
5.2-av: Improve Downtown parking opportunities as demand grows. Downtown Parking Facilities shall be included in the CFF Update.	Engineering	Completed
CHAPTER 5: CIRCULATION *Complete Streets:*		
5.3-i: Establish a funding program to implement the Bikeways plan and update CFF to expand this program citywide.	Engineering	Completed
5.3-k: Prepare a Bicycle Master Plan consistent with the requirements of the Streets and Highway Code to be eligible for State funding.	Planning	The Active Transportation Plan has been adopted.

5.3-l: Modify CFF program to recognize reduced impact on demand for new infrastructure in Downtown Pedestrian Priority Area.	Engineering	Completed
5.3-n: Establish a program to encourage bike use among city employees.	Human Resources	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Bicycle Improvement Strategy:*		
5.3-u: Complete a feasibility study within 2 years of the Priority Infill Bikeway Areas identified in Figure 5-3 of the General Plan. (May be included in the Bike Master Plan).	Planning	The Active Transportation Plan has been adopted.

CHAPTER 5: CIRCULATION *Local Transit:*		
5.4-g: Continue to evaluate the potential location of a transit center integrated with commuter and/or high speed rail, as necessary.	Planning	The General Plan identified two potential locations for the future rail station. Depending on funding availability, timing, and engineering details, one of these locations will be selected in the future.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 6: CITY DESIGN *Streetscape Design and Pedestrian Orientation:*		
6.3-h: Periodically update the Street Tree Master Plan	Parks, Recreation and Public Facilities	The Street Tree Master Plan is being re-evaluated by the City Council through a series of workshops.
CHAPTER 6: CITY DESIGN *Sustainable Site Planning:*		
6.4-e: Update Zoning Ordinance to enable use of impervious surfaces and natural drainage to reduce storm water run-off.	Planning	The City is currently adopted guidelines, entitled "Post-Construction Standards Plan" to implement the State requirements for the Phase II Municipal Separate Storm Water Sewer System (MS4) Permit.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 7: CONSERVATION		
Update City's CEQA Guidelines as necessary to comply with State Law.	Planning	The City Council adopted the CEQA Guidelines in April 2014.
CHAPTER 7: CONSERVATION *Agriculture and Soil Resources:*		
7.2-f: Participate in the development of a county-wide agricultural mitigation program consistent with Lace policy	Planning	The City continues to investigate alternative methods of agricultural preservation and mitigation. The Stanislaus LAFCO has adopted a policy that will apply to all future annexations by the City. The City will need to select a strategy prior to submitting an application to LAFCO. Options include adopting a mitigation fee or establishing an urban growth boundary by the vote of the citizens.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 8: AIR QUALITY AND GREENHOUSE GASES *Planning for Climate Change:*		
8.2-f: Within 3 years of General Plan adoption, prepare a strategic plan for reducing greenhouse gas emissions, focusing on technically and financially feasible implementation measures that can be take by the City for buildings, fleet and operations.	Municipal Services	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 8: AIR QUALITY AND GREENHOUSE GASES *Planning for Climate Change Continued:*		
8.2-o: Provide incentives for greater energy efficiency (at least 20 percent greater than Title 24) in buildings developed in new master plan areas	Building	The City Council has adopted a new policy requiring industrial and commercial buildings over 50,000 square feet to evaluate building improvements that reduce greenhouse gases by 15% more than required under the California Green Building Code.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 9: NOISE		

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 10: SAFETY *Hazardous Materials and Operations:*		
10.1-e: Implement County-wide Integrated Waste Management Plan.	Municipal Services	Ongoing

CHAPTER 10: SAFETY *Flooding and Drainage:*		
10.3-b: Cooperate in Multi-Jurisdictional Hazard Mitigation Plan.	Fire Services	The Fire Department coordinated and completed the LHMP for the City of Turlock in conjunction with Stanislaus County. The plan was completed in 2010 and is good through 2015.
10.3-d: Update City street design standards to allow for expanded storm water management techniques.	Engineering	

CHAPTER 10: SAFETY *Fire Services:*		
10.4-i: Coordinate facilities planning with urban expansion. Within 2 years of adoption of the General Plan, determine the appropriate location for the new fire station based on the configuration and phasing of new development.	Fire Services	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 10: SAFETY *Public Safety:*		
10.4-i: Ensure that the Capital Facility Fee Program and Community Facility District adequately fund police and fire capital and operating expenses.	Engineering	The City has hired EPS to evaluate CFD #2 to determine whether it is adequate to pay for the added cost of public safety and park maintenance personnel generated by growth. The results of that study are expected to be presented to City Council in Summer 2016.
10.4-w: Amend Chapter 8 (Building Regulations) of the TMC to require all new construction to be designed to amplify emergency radio communications within larger buildings.	Building	This provision is included in the Fire Code.

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR)

(CCR Title 25 §6202)

Government Code Section 65400 requires that the City prepare an annual report on the status and progress in implementing the General Plan Housing Element, using forms adopted by the Department of Housing and Community Development (HCD). The APR includes information on the City's progress in addressing the regional housing need allocation (RHNA), including the number of housing units permitted by income level, the status of programs in the housing element and efforts to remove governmental constraints.

In addition, submittal of an APR to HCD is one of the threshold requirements to qualifying for Housing Related Parks (HRP) Program funds. The HPR Program rewards local governments for the approval of housing for affordble to lower-income households, providing grant funds for park-related projects to eligible local governments for every qualifying housing start, beginning calendar year 2010.

The following tables show the progress the City of Turlock has made in 2015 in reference to the increase of its housing stock and the varying levels of affordability based on state mandated standards.

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units wer affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
3040 Dels Ln	Town Home			1			1				Based on an estimated sale price of $172,000
3030 Dels Ln	Town Home			1			1				Based on an estimated sale price of $172,000
3018 Waves End Way	Town Home			1			1				Based on an estimated sale price of $172,000
1511 E Tuolumne Rd			1				1				Convert detached garage to dwelling
(9) Total of Moderate and Above Moderate from Table A3 ►					41	15	56				
(10) Total by income Table A/A3 ► ►			1	3	41	15	60				
11) Total Extremely Low-Income Units*											

Note: These fields are voluntary

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA whichmeet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity		2		2	All units are owner occupied and families are at or below 80% of the MAI for Stanislaus County.
(2) Preservation of Units At-Risk		0		0	
(3) Acquisition of Units		4		4	City acquired two duplexes totaling 4 units. Transferred ownership to non profit agency to be used as affordable rental units
(5) Total Units by Income	0	6	0	6	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for **Moderate**	41					41	
No. of Units Permitted for **Above Moderate**	15					15	

* Note: This field is voluntary

Table B
Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

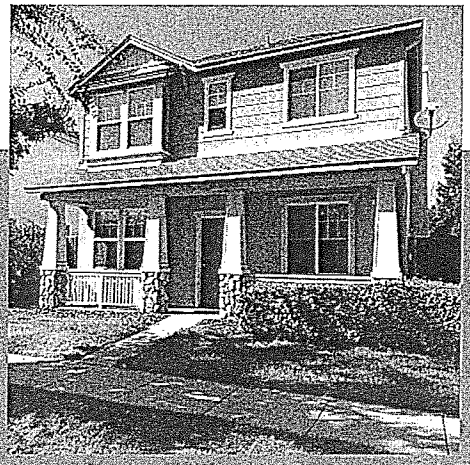
Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2015									Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	877											877
	Non-deed restricted		0										
Low	Deed Restricted	562											562
	Non-deed restricted		0										
Moderate	Deed Restricted	627	6									6	580
	Non-deed restricted		41									41	
Above Moderate		1,552	16									16	1,536
Total RHNA by COG. Enter allocation number:		3,618	63									63	3,555
Total Units ► ► ►													
Remaining Need for RHNA Period ► ► ► ► ►													

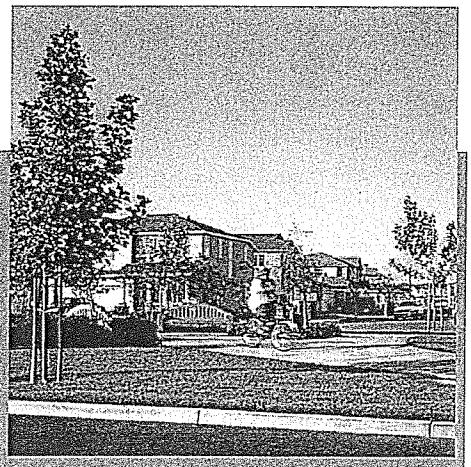
Note: units serving extremly low-income households are included in the very low-income permitted units totals.

Table C

Program Implementation Status

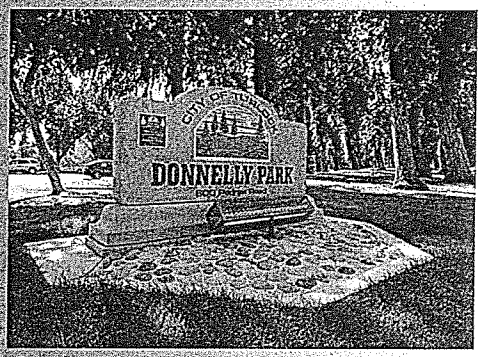
Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	**Objective**	**Timeframe in H.E.**	**Status of Program Implementation**
ıcrease Housing Opportunities and ccessibility			
	Seek assistance under federal, state, and other programs for eligible activities within the City that address affordable housing needs.	annually	No new grants were received in 2015. Continuing the seek additional funding sources.
	Provide home ownership opportunities for low and moderate income residents whenever possible.	ongoing	Provided down payment assistance to 6 families
	Encourage the development of housing and programs to assist persons with special needs.	ongoing	Continue discussions with non profit agencies to acquire and rehabilitate units for persons with special needs.
	Assist the Housing Authourity of the County of Stanislaus to meet the growing demand for public housing units and rental assistance through the voucher programs.	annually	Continue with discussions for the development or acquisitions of units or receipt of additional vouchers





Remove Constraints to Housing Production			
	Provide the citizens in the City of Turlock with reasonably priced housing opportunities within the financial capacity of all members of the community.	ongoing	Phase 2 of Avena Bella phase 2 will provide 60 additional units. Developer to apply for 2016 tax credits
	Promote available housing programs to non-profits and private developers to ensure that a wide range of entities are aware of the programs, and to promote the development of good quality competitive applications for affordable housing projects.	ongoing	One (1) single family residence was acquired in 2015. Unit will be offered to a no profit agency for affordable housing
Provide and Maintain an Adequate Supply of Sites for the Development of New Affordable Housing			
	Provide information to lenders, for-profit and non-profit developers, and other housing providers on available vacant and underutilized land.	ongoing	
	Provide opportunities for mixed use developments.	ongoing	
	Provide a sufficient amount of zoned land to accommodate development for all housing types and income levels.	ongoing	

Preserve, Rehabilitate, and Enhance Existing Housing and Neighborhoods			
	Preserve existing neighborhoods.	ongoing	Department to identify target areas to receive grants for the preservation of exsisting housing stock
	Maintain, preserve and rehabilitate the existing housing stock in the City of Turlock.	annually	A total of 2 homes were rehabilitated
	Preserve at-risk housing	annually	No at risk units were identifies in 2015
Provide Housing free from Discrimination			
	Eliminate Housing Discrimination	ongoing	Continue working with non profits for the furthering of fair housing.
	Reduce the incidence of desplacement.	ongoing	Three (3) tenants were displaced with the acquisition of a multi units by the City. Tenants received permanent relocation as required by HUD Relocation regulatons
Encourage and Enhance Housing Program Coordination			
	Maximize coordination and cooperation among housing developers, housing providers and program managers.	ongoing	Continuiing cooperation with developers and providers
	Provide housing assistance information to low wage employees.	ongoing	Flyers were provided at information booths during community fairs and events throughout Stanislaus County
Reduce Residential Energy Consumption			
	Increase awareness of energy conservation opportunities.	ongoing	
	Reduce energy consumption in City funded and supported residential projects.	ongoing	Work with families and developers to identify and implement methods for energy conservation



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Building
Eric Picciano

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Garner Reynolds

Parks, Recreation and Facilities
Alison Van Guilder

Administration
Maryn Pitt

Police Department
Robert Jackson

Fire Department
Robert Talloni

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE 2015 GENERAL PLAN ANNUAL REPORT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65400(a)(2) TO BE SUBMITTED TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT	}	**RESOLUTION NO. 2016-**

WHEREAS, pursuant to California Government Code Section 65400(a)(2), the City of Turlock is required to prepare an annual report on the implementation of its General Plan and Housing Element and submit that report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development by April 1 of each year; and

WHEREAS, the 2015 General Plan Annual Report, attached hereto as Exhibit A, was submitted to the City of Turlock Planning Commission for its review and approval; and

WHEREAS, at its regular meeting on April 7, 2016, the City of Turlock Planning Commission unanimously found the report to be in compliance with the requirements of the California Government Code; and

WHEREAS, the City Council determined the proposed action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines by approving City Council Resolution No. 2016-XXX.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby find the 2015 General Plan Annual Report to be in compliance with the requirements of California Government Code Section 65400(a)(2).

BE IT FURTHER RESOLVED that the City Council does hereby accept the 2015 General Plan Annual Report, attached hereto as Exhibit A, and directs staff to submit the report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of May, 2016, by the following vote:

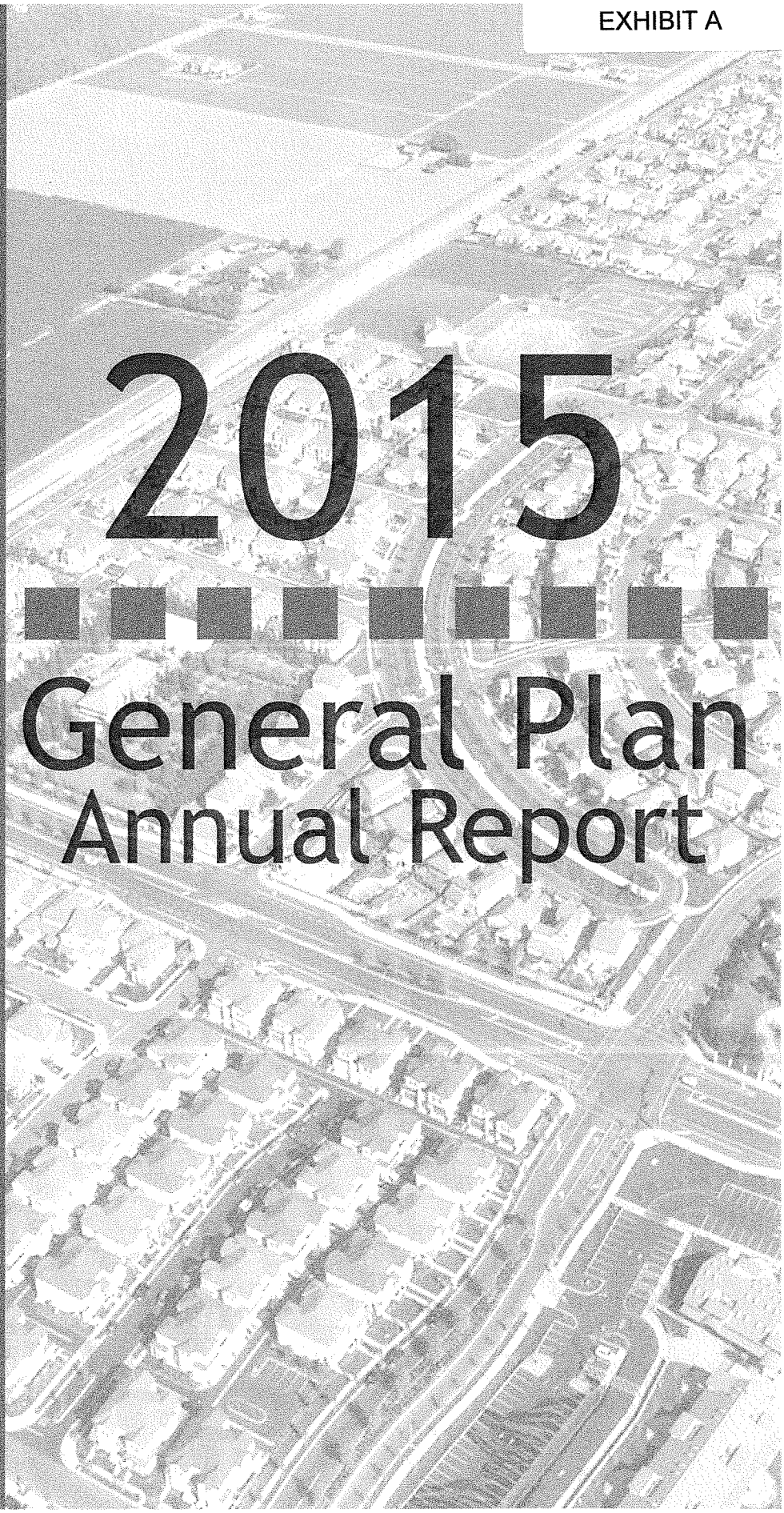
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

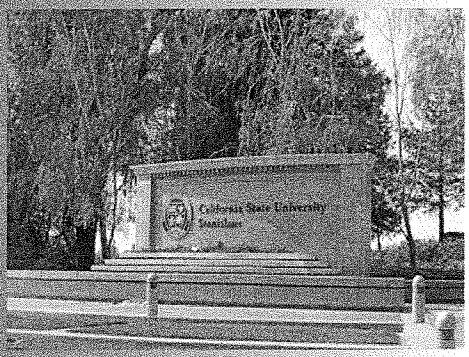
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

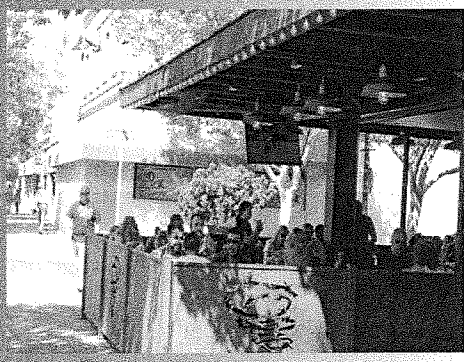
EXHIBIT A

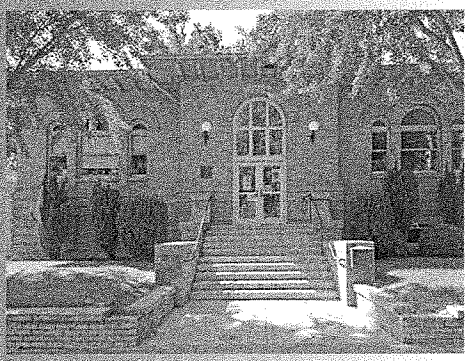


2015 General Plan Annual Report

Development Services
City of Turlock
March 2015







INTRODUCTION

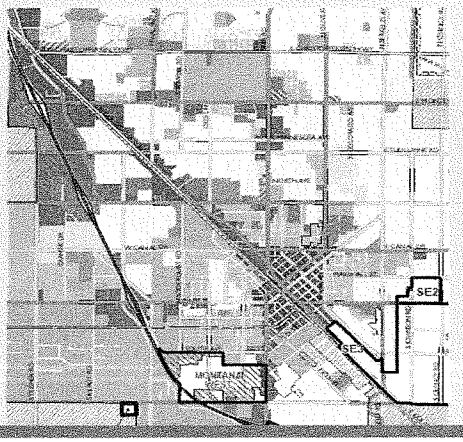
Turlock has had a long history of planning. A general plan for the City was first prepared in the early 1950's and although it was never adopted, it served as a point of departure for future plans. The General Plan prepared in 1969, much before general plans acquired their present political and legal structure, addressed such contemporary issues as urban sprawl and unnecessary destruction of farmland. The next General Plan (formally adopted in 1993 and partially updated in 2002), served the City well, guiding the creation of attractive new neighborhoods, parks, and major new retail and employment areas.

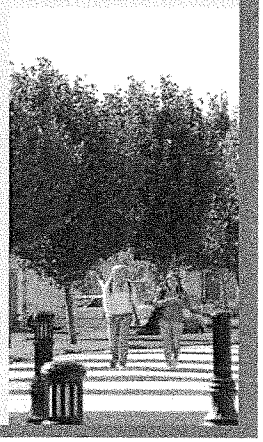
The most recent effort, completed in September 2012, represents a continuation of this planning tradition. The City Council selected Alternative 1, the environmentally superior alternative of the choices presented to them, while still meeting the low-end population projection for the next twenty years for the City of Turlock. The current General Plan articulates a vision for Turlock that draws on the ideas of the many citizens, business owners, and elected officials who participated in the planning process. Designed to guide growth and development, the Plan emphasizes the creation of attractive new neighborhoods and successful employment centers, while preserving the valuable farmland in which the city has its roots.

The California Government Code requires that an annual report on the status of the General Plan be submitted to the City Council for its review and approval. The report includes the City's progress in implementing a wide variety of General Plan goals and policies, including the progress in meeting the City's share of regional housing needs.

In order to fulfill State requirements and inform the City's elected and appointed officials as well as the citizens of Turlock on the progress the City has made in implementing goals in the Turlock General Plan, City staff has prepared this report to the Turlock City Council.

TURLOCK GENERAL PLAN





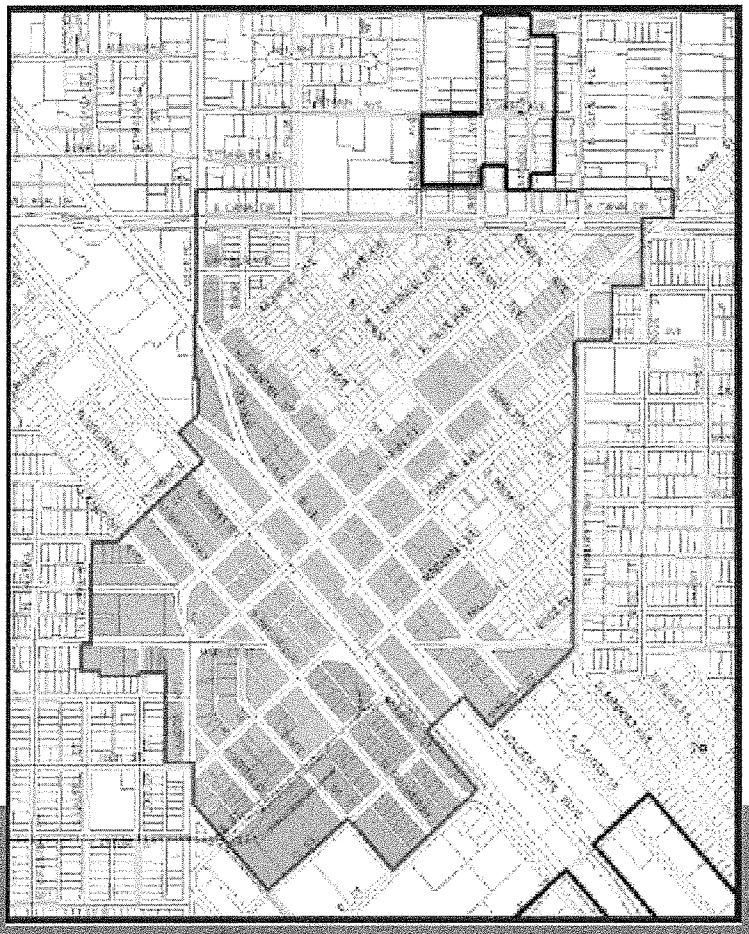
2015 MAJOR PLANNING PROJECTS

HOUSING ELEMENT UPDATE

In October of 2015 the Housing Element Update project was approved. The project consists of the 5th cycle update to the City of Turlock Housing Element. The updated element addresses new housing targets established by the Stanislaus Council of Governments for the 2014-2023 planning period. The purpose of the Housing Element is to encourage the provision of an adequate and diverse supply of safe and affordable housing in all communities, consistent with statewide housing goals. The update does not require any changes to the general plan designations or zoning of property within the City of Turlock. The update is consistent with the currently adopted General Plan and its Environmental Impact Report.

DOWNTOWN PARKING STUDY

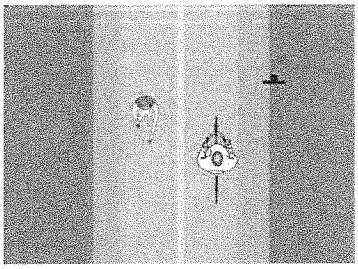
In September of 2015, City Council directed staff to prepare a Request For Proposals to hire a consultant to prepare a Downtown Parking Study. On September 26, 2015 City staff sent notifications to consultants and advertised the Downtown Parking Plan RFP. The objective of the plan is to ensure parking does not limit the success of current businesses and does not become a constraint on the continued growth and success of the downtown. The consultant will use the growth projections of the General Plan to make assumptions about the future growth and development of the downtown to determine future parking demands. The plan will contain recommendations for future parking improvements and show the necessary phasing for the improvements. On October 30, 2015 three proposals were received, reviewed and scored by six members of the Downtown Parking Plan Advisory group. The Advisory group unanimously recommended TJKM Transportation Consultants, as the most qualified consultant to complete the project objectives. TJKM is a firm with extensive expertise in Transportation and parking matters. Several Public input meetings are planned where Turlock residents, businesses and employees are welcome to attend and help make parking simple and easy in Turlock. The first public outreach meeting was held on February 2, 2016.



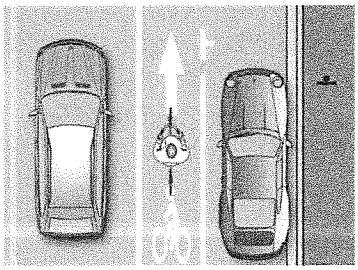
ACTIVE TRANSPORTATION PLAN

An "Active Transportation Plan" (ATP) was adopted in 2015. This plan will act as an implementation tool for the City's General Plan, detailing how to develop a more connected and safer bike/walk environment in Turlock. Once completed, the ATP will maximize competitiveness for funding pedestrian and bike projects. Work accomplished during the past year includes holding bike rodeos at elementary schools, soliciting input from community members through flyers distributed at the local farmer's market, workshops held at City Hall, and distribution of a detailed web survey. A website for the ATP was established (bikewalkturlock.com), which provides information on the Plan's progress to date. On the website can be found draft documents such as, a "Walk and Bike Friendly Guidebook," to encourage biking and walking, a "Design Guidelines Toolkit," to provide direction on infrastructure design, a "Safe Routes to Schools" report, suggesting ways to improve existing conditions, and a "Bikeway Recommendations Map," showing proposed bike routes, lanes and off-road paths throughout the City.

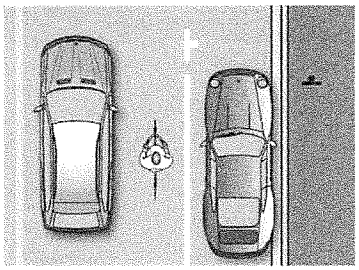
CLASS I
SHARED PATH



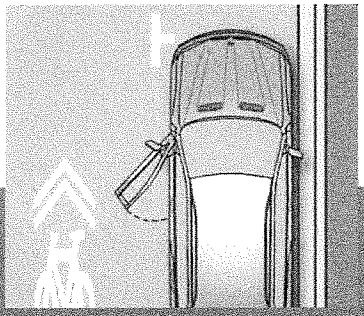
CLASS II
BIKE LANE

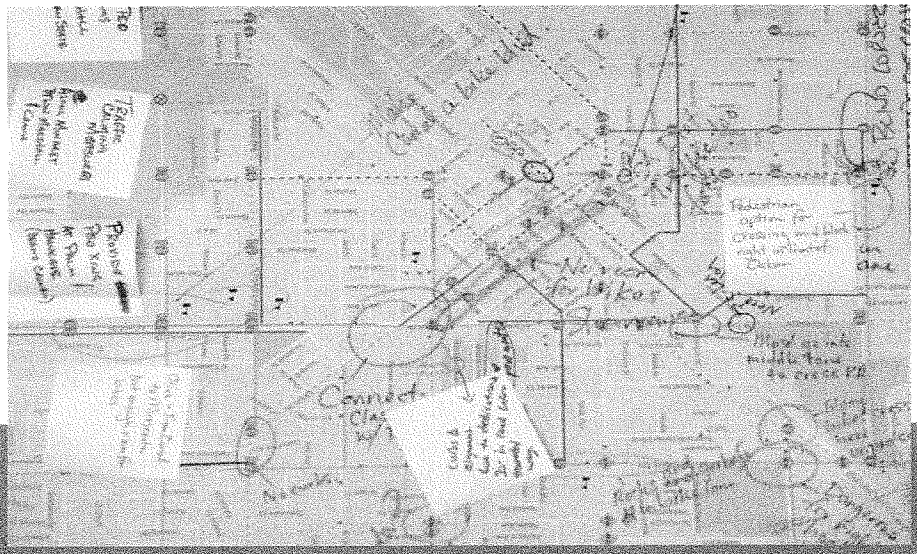


CLASS III
BICYLCE ROUTE



CLASS III
SHARED LANE





2015 PLANNING DIVISION PROJECTS

GENERAL PLAN AMENDMENTS & REZONES

When an applicant requests a change to the zoning or the General Plan for property, such as development of apartments on property designated for single-family homes or want residential uses rather than commercial uses. These applications are legislative actions and are ultimately approved by the City Council. In addition, the request may require a more detailed environmental analysis to show how the proposal's impacts differ from those evaluated in the General Plan or for a specific master plan area.

PROJECT	APPLICANT	PROJECT NAME
GPA 2015-01	City of Turlock	Housing Element Update
GPA 2015-02	City of Turlock	Active Transportation Plan
GPA 2015-03	David J. Moon	The Vista - Student Housing Project - 900 W. Monte Vista, 1010 W. Monte Vista, & 3000 Crowell Rd

PROJECT	APPLICANT	PROJECT NAME
REZ 2015-01	David J. Moon	The Vista - Student Housing Project - Monte Vista & Crowell
REZ 2015-02	Nick Hackler	Turlock Walnut Company Expansion - 400 D & 400 Third Streets

PLANNED DEVELOPMENTS

Planned Developments typically allow deviations from City development standards including lot sizes and dimensions, and building setbacks from property lines. Planned Developments are considered a rezoning of the property(s) and therefore must ultimately be approved by the City Council.

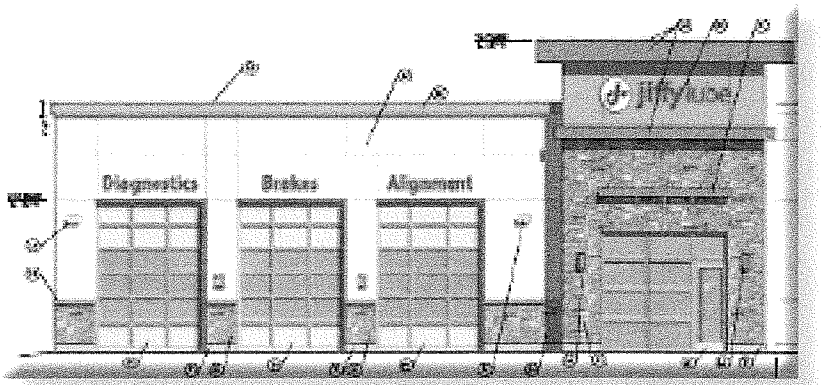
PROJECT	APPLICANT	PROJECT NAME
PD 272	David J. Moon	The Vista - Student Housing Project
PD 273	Nick Hackler	Turlock Walnut Company Expansion

The Vista - Student Housing Planned Development

MINOR DISCRETIONARY PERMITS (MDP)

Certain projects can be reviewed and approved at staff level and discretion is used in determining compliance with the adopted policies, codes, and standards of the City of Turlock. MDPs are usually required when there is a substantial change in use of an existing structure, a large expansion of an existing structure, an entirely new project is to be built or when freestanding signs are proposed to be over 3'-0" tall. MDPs requires public notification of the proposed project. The adjoining property owners are notified, as the project may constitute a significant change in the neighborhood. As with all Staff project reviews, a concerned neighbor or property owner may request that the issue be discussed at a public hearing before the Planning Commission.

PROJECT	APPLICANT	PROJECT NAME
MDP 2015-01	Pires, Lipomi & Navarro Architects	Transit Building - 1418 N Golden State Blvd
MDP 2015-02	Jack Wilkey	Wilkey Building - 3091 Spengler Way
MDP 2015-03	L Street Architects - Robert Degrasse	Dialysis Center - 2350 Maryann Dr
MDP 2015-04	Foster Farms - Robert Miller	Foster Farms Silos - 4002 W. Main
MDP 2015-05	Cathy McGuire (Withdrawn)	Valvoline - 3085 N Tegner Road
MDP 2015-06	Anderson - Litfin, Inc	Anderson - Litfin Warehouse - 1460 Atlanta Ct
MDP 2015-07	Anderson - Litfin, Inc	Warehouse Building - 1310 Venture Lane
MDP 2015-08	Nancy Mertz	Replanet Recycling Kiosk - 3000 Countryside Dr
MDP 2015-09	Foster Farms - Robert Miller	Foster Farms Hatchery Expansion - 1506 S. Walnut Rd
MDP 2015-10	David J. O'Donnell	Jiffy Lube - 1025 Powers Ct
MDP 2015-11	Guy Simile Family Trust	Assisted Care Facility - 1015 & 1043 E Main St
MDP 2015-12	Michael Pate	Volvo Rents Electrified Fence - 1400 South Ave.
MDP 2015-13	Mark McKechnie	Dual Retaurant - 3100 Hotel Drive
MDP 2015-14	CRP, Geer Road LLC	Office Building - 3950 Geer Road
MDP 2015-15	John Jaureguy	Outdoor Dining - 428 E. Main St
MDP 2015-16	Foster Farms - Robert Miller	Foster Farms Loadout & Office - 3600 W. Main St



Replanet Receycling Kiosk & Jiffy Lube

TURLOCK ASSISTED CARE CENTER

MDP 2015-11

In September of 2015 approved and issued a project permitting the development of a two-story assisted living facility. The project included a 67,000 s.f. building, with a total of 82 assisted living apartments. There will be units designated for individuals with higher acuity needs as well as memory support units. On-site and off-site improvements include landscaping, parking, commercial drive-ways, and two monumnet signs. A 7 foot masonry wall will be constructed along the north property line separating commercial use from the residential zoning districts to the north.

CONDITIONAL USE PERMITS (CUP)

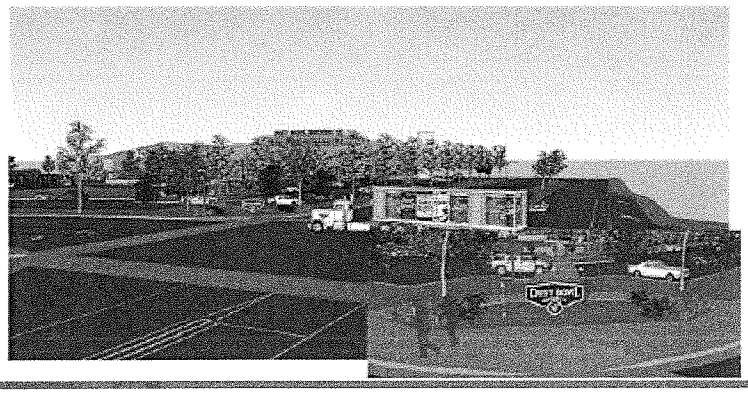
A goal for land use rules is for nearby land uses to be compatible with one another. The City of Turlock does this by saying certain uses are allowed only under certain conditions. If someone wants to make a use of a property he/she must obtain a Conditional Use Permit. The permit process allows decision makers to create requirements to avoid problems and conflict with the community. These requirements must relate to the expected problems a use will create. The Decision-maker must then explain with findings why the permit is or is not justified under the circumstances. Conditional Use Permits are heard and considered by the Planning Commission.

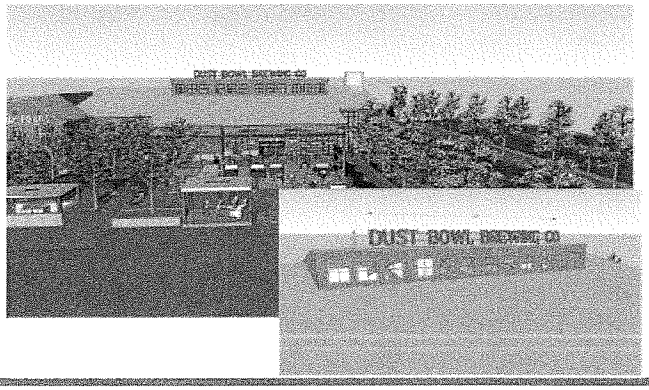
PROJECT	APPLICANT	PROJECT NAME
CUP 2015-02	Ad Art Sign Company	Blossom Valley Monument Sign - 2810 Geer Rd
CUP 2015-03	A-Plus Signs	Lander Crossings Master Sign Program - Lander Ave (Multiple APN's)
CUP 2015-04	Rob Monroe	Calvary Chapel of Turlock - 147 & 153 S. Broadway
CUP 2015-06	A-Plus Signs, Inc	LED Signs - 1851 Lander Avenue
Amend CUP 2005-04 (CUP 2015- 07)	CSJ LLC	Modification & Relocation of Freeway - Oriented Pylon Sign - 1700 Automall Drive
CUP 2015-08	Brett Honore	Dust Bowl Brewing Compnay Sign Program - 3000 Fulkerth Avenue
Amend CUP 2008-06	Jerry Powell	Udder Place Expansion - 108 & 110 W. Main St

DUST BOWL BREWING COMPANY SIGN PROGRAM

CUP 2015-08

In December of 2015 Brett Honore submitted an application requesting the approval of a sign program located at 3000 Fulkerth Rd. In February of 2016 planning commission approved the motion of CUP 2015-08 that includes 10 signs located throughout the subject site totalling approximately 650 square feet of sign area. The sign program includes 6 directional signs, 1 monument sign, 2 wall signs, and 1 rooftop-mounted neon sign.

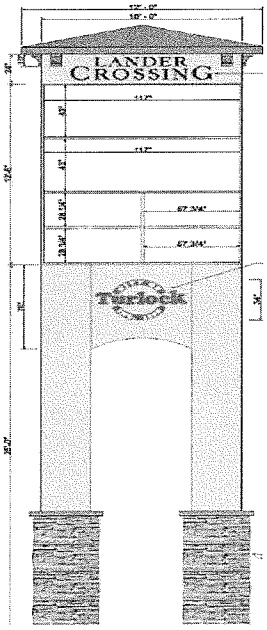


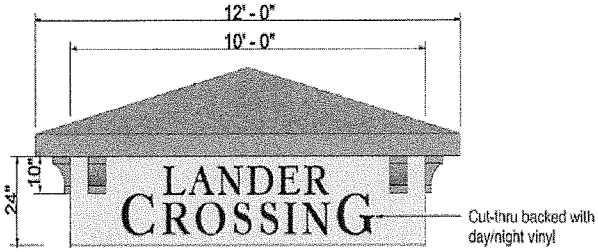


LANDER CROSSINGS MASTER SIGN PROGRAM

CUP 2015-03

In July of 2015 Planning Commission approved the motion of CUP 2015-03. The Lander Crossings Master Sign program identifies the allowable size of tenant signs, including a variety of sign types. The program also includes a 40 foot tall freeway pylon sign located at 1851 Lander Ave. This approval is subject to the conditions of approval outlined in Resolution 2015-15.



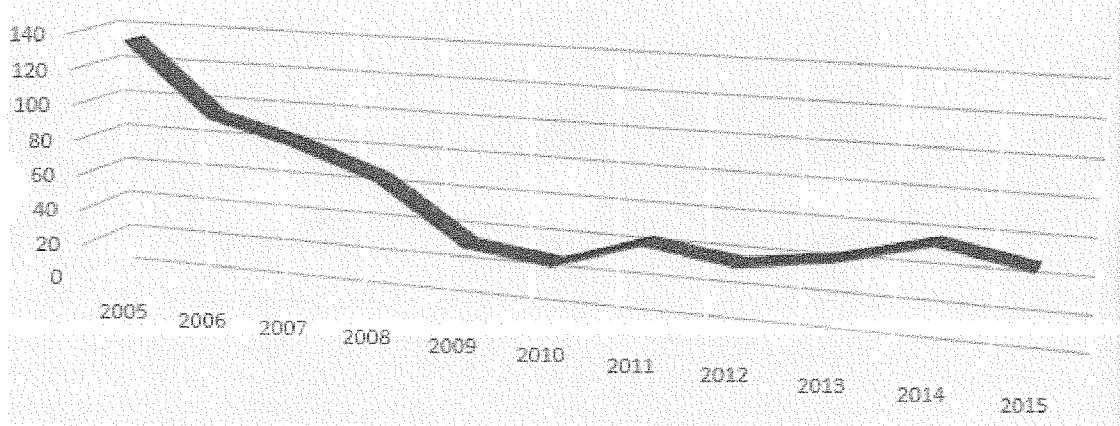


TEMPORARY USE OF LAND PERMITS (TULP)

Generally, a "temporary use of land" is described as an activity on property when that use is intended to take place only for a limited or intermittent period of time with no intent to become permanent. Common examples of temporary uses of land include outdoor carnivals, outdoor sales events or similar temporary special promotions, temporary parking lots, and model home sales offices.In general, temporary uses may not exceed one year in length. Specific land uses such as outdoor sales events at shopping centers are limited to 72 hours in length, and may not exceed 6 events per year.

TULP 2015-01	Luis & Karla Mancia	Templo Jordan Car Show - 655 Jordan Ave
TULP 2015-02	GDI Insurance Agency	Safety Saturday Event - 801 Geer Road
TULP 2015-03	PHS Sober Grad Committee	Pitman High SOber Grad Night - 2525 Christoffersen Parkway
TULP 2015-04	Walmart (Justin Johnson)	Walmart Containers - 2111 Fulkerth Road
TULP 2015-05	Wellington Station Inc.	Firestone Walker Brew Promotion Event - 10 E. Main

NUMBER OF PROJECTS*
2005-2015

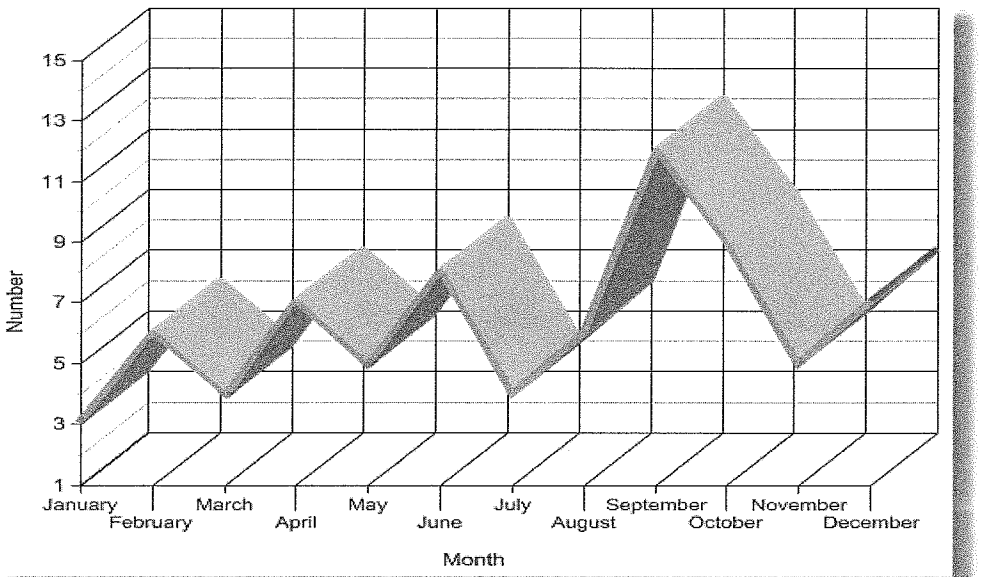


*VAR, TULP, SUB, REZ, MDP, MAA, GPA, CUP

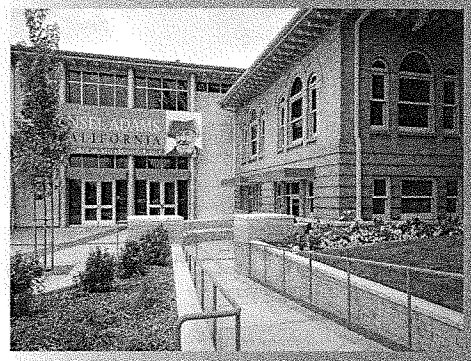
PREDEVELOPMENT MEETINGS

Also worth noting, City staff held approximately 93 predevelopment meetings in 2015. These meetings are offered free of charge to anyone wishing to schedule a meeting with staff to discuss a development proposal. At these meetings, development standards, site and building design, potential parking and traffic circulation issues, infrastructure requirements, public safety concerns/standards, fees, and any other information related to the particular project are discussed. Having this discussion early on in the development process has proven to be very beneficial to everyone involved.

NUMBER OF 2015
PREDEVELOPMENT MEETINGS



JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
4	6	6	10	5	9	6	9	14	12	5	7

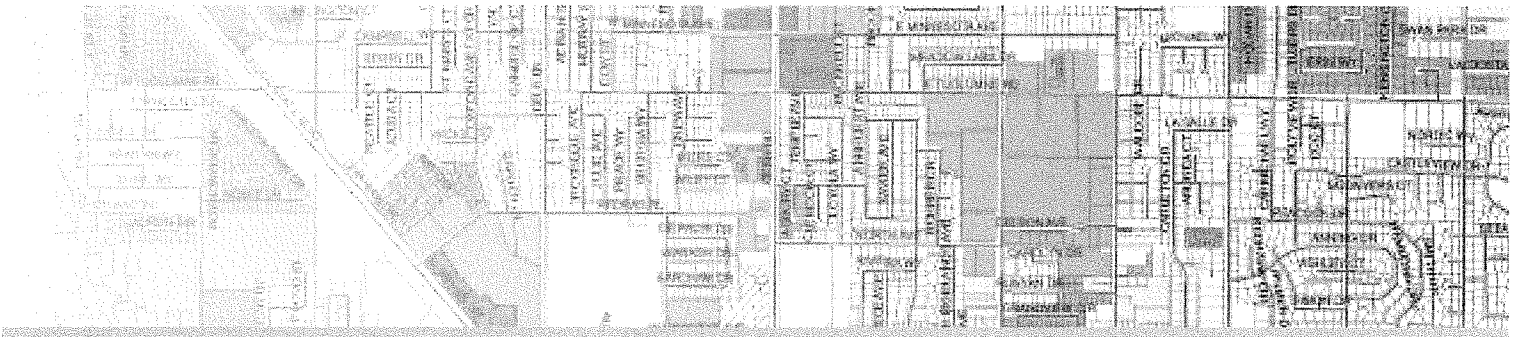


IMPLEMENTATION REPORT

Included in the General Plan is an "Implementation Report" table, which details specific actions relating to each of the listed chapters, identifies the responsible department(s), and includes a column for staff to journal implementation steps in achieving each action.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Downtown:*		
2.4b: Update the Downtown Overlay District and Design Guidelines.	Planning	Staff took an item to Council to determine if there is General Fund money available to fund the Downtown Overlay District Design Guidelines update. There is no General Fund money. This item will be brought back to Council in two years to determine if any funding is available. Staff will continue to look for grant funding to update the plan.
2.4c: Continue Downtown Property-Based Improvement District.	Economic Development	The PBID was renewed by the Downtown Property Owners Association on July 9, 2013 for a period of ten years.
2.4d: Work with property owners to preserve the historic character of Downtown Turlock.	Planning	The city applied for a Strategic Growth Council Sustainable Communities Planning Grant to comprehensively update the Downtown Design Guidelines using a Pattern Book approach. The grant was not approved. The Council determined there was no General Fund money available to fund the plan update. Staff will take the item back to Council in two years to determine if funding is available and will continue to look for grant funding opportunities.

CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT Residential Areas		
2.5d: Zoning ordinance revisions to match General Plan.	Planning	The Planning Commission approved the zoning amendments on March 6, 2014. The amendment was approved by City Council in April 2015.



2.5-i: Create incentives to increase residential development in Downtown and infill sites.	Building	The updated Downtown Zoning Regulations adopted in April 2015 provide reduced permitting requirements for high rise residential development.
2.5-l: Establish a graduated density ordinance in neighborhoods with narrow lots (by today's standards) generally located in Southwest.	Planning	This project is currently on hold awaiting staff availability. Staff expects to begin work on this task in 2017.
2.5-m: Establish an overlay district(s) for areas adjacent to Downtown to preserve the historic quality and cohesiveness of these post-WW II neighborhoods.	Planning	This project is currently on hold awaiting staff availability. Staff expects to begin work on this task in 2017.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Retail/Commercial/Mixed Use Areas:*		
2.6e: Discount Superstore Demand Analysis.	Economic Development	Household growth has not yet achieved the milestone established in the General Plan for initiating this analysis.
2.6h: Incentives for mixed use projects.	Economic Development	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Industrial Areas:*		
2.7e: Review designated truck routes and "industrial streets" to accommodate industrial traffic and avoid unanticipated conflicts.	Engineering	The City is currently in the process of reviewing and modifying maps.
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Professional Office and Business Park:*		
2.8f: Prioritize Downtown as a preferred location for the construction of any new City administrative offices.	Administration	A new Public Safety Facilities Building was completed in 2013 and is now serving as the City headquarters for Police and Fire Services.
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *The Planning Area and City/County Relationships:*		
2.9k: Update the City's agreement with Stanislaus County regarding the collection of public facility fees and land use policies for development adjacent to the City.	Administration	The City continues to discuss this issue with the County. The County has indicated that a policy will be included in their new General Plan giving cities a greater role in decisions outside the Sphere of Influence and within the planning area boundary of a city.
2.9l: Work with Stanislaus County to identify revenue tools to underwrite necessary improvements to encourage incorporation of County islands.	Administration	The City continues to discuss this issue with the County. A coordination committee involved elected representatives from the County and the City has been established to address this issue.

2.9-m: Work with StanCOG on regional issues (Regional Transportation Plan (RTP) Update and Sustainable Communities Strategy (SCS)).	Planning	The City served on the RTP and Sustainable Communities Strategy (SCS) steering committee for StanCOG. The RTP and SCA have been adopted by StanCOG. The City of Turlock has received a letter from StanCOG stating that the Turlock General Plan is in compliance with the RTP and SCS.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Economic Development:*		
2.11-j: Complete a citywide economic development strategic plan every five years focusing on industry targeting, job creation, marketing and local business support.	Economic Development	The City established a Mayor's Economic Development Task Force in July 2013. The plan was adopted by City Council on October 28, 2014.
2.11-p: Develop and implement a marketing strategy for the Turlock Regional Industrial Park.	Economic Development	A marketing strategy was incorporated into the Citywide Economic Development Strategic Plan adopted in October 2014.
2.11-s: Re-evaluate building permit fees to reflect actual costs to the City.	Building	This task has been completed. The City Council decided to reduce the fees by approximately 25% in certain categories to incentivize business development.
2.11-t: Work with Stanislaus County and the City of Patterson to establish West Main Street as an expressway connection Turlock to I-5.	Engineering	StanCOG has nearly completed a Feasibility Study evaluating potential alternative alignments for the expressway connection. The final report is expected to be presented to the City Council in Spring 2016, with final adoption by Summer 2016.

2.11-ab: Work with the Stanislaus County Fair Board to either expand the County Fairgrounds at its current site or identify a new site west of State Route 99 for relocation.	Economic Development	
2.11-ac: Partner with CSU-Stanislaus to publicize available educational and training programs using the City's website, through the Library, and at City Hall.	Human Resources	CSU Stanislaus and the City have engaged in the formal adoption of the Town and Gown effort. This collaboration spans many community and educational aspects of programs and services that enhance the community and the University.
2.11-ae: Work with the Building Division and a structural engineer to identify less expensive seismic retrofit, fire safety, and ADA compliance options for older buildings.	Building	The Building and Safety Division has been working with local developers to expedite review of older buildings. This process will remaining ongoing for future development projects.
2.11-ag: Pursue beautification projects.	Engineering	Beautification projects have been completed along North Golden State Blvd. from Monte Vista to Tuolumne Road. Additional funding is required to complete the remainder of the beautification projects, including the SR 99/Monte Vista interchange project. The funding source used to construct previous projects is no longer available. The City will need to identify another source of funds to complete all of the identified projects.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 2: LAND USE AND ECONOMIC DEVELOPMENT *Economic Development Continued:*		
2.11-ah: Market Turlock's assets.	Economic Development	New marketing stratgies have been adopted as part of the Economic Development Strategic Plan.

2.11-ai: Educate users about the improved permitting process.	Economic Development	The City of Turlock has been identified as a streamlining star on the Statewide Go Biz website.
2.11-ak: Implement Turlock's Master Way Finding Sign Program.	Economic Development	A master plan has been adopted. Additional funding is required to implement the plan.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Growth Strategy:*		
3.1-l: Update the Capital Facility Fee (CFF) program to reflect the adopted General Plan and update every 5 years in accordance with State Law.	Engineering	The new CFF program has been adopted and enacted.
3.1-m: Develop a County Islands incorporation strategy and include in Housing Element Update.	Planning	Through the United States Department of Housing and Urban Development (HUD) Conolidated Plan process, the City and County of Stanislaus is developing a joint Neighborhood Revitailization Strategy Area where HUD funds can be used to address some of the infrastructure issues and identify solutions.
3.1-m: Prepare a master plan for the Montana-West Island	Planning	A funding source is required to update the Plan. At the current time, the only available source is General Fund.
3.1-m: Prepare and update financial plans for county island and other disadvantaged communities.	Planning	The City is in the process of amending its General Plan to meet the requirements of SB 244 (Disadvantaged Communities). This amendment includes a discussion of the financial strategies for county islands and other disadvantaged communities.
3.1-n: Continue prezoning and annexation is accordance with timing Policy 3.1-p.	Planning	The City Council adopted a policy along with "Alternative 1" which requires that 70% of the building permits for available vacant properties within the City limits be issued prior to initiating annexation of a new Master Plan area.

3.1-o: Update existing master and specific plans (i.e., Northwest Triangle Specific Plan and E. Tuolumne Master Plan).	Planning	The East Tuolumne Master Plan update has been adopted. The City has started the process to update the Northwest Triangle Specific Plan.
3.2-e: Continue to work with Merced County, StanCOG and MCAG to secure funding for the Southeast interchange to improve circulation and relieve congestion on the Lander Avenue interchange.	Planning	The Project Study Report was adopted by the City of Turlock and the other partner agencies who funded the Report. The City has included a portion of the funding for the interchange in the updated Capital Facility Fee program of projects.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Prepare Master Plans:*		
Southeast Master Plan 1: Morgan Ranch	Planning	The Morgan Ranch Master Plan was adopted on June 23, 2015.
Southeast Master Plan 2: East Avenue North	Planning	
Southeast Master Plan 3: East Avenue-Linwood	Planning	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Potable Water*		
3.3-h: Update the City's water master plan.	Municipal Services	Scheduled to be updated in FY2016/17.
3.3-j: Pursue surface water and other alternative water supply sources.	Municipal Services	The City is an active member of the Stanislaus Regional Water Authority whose purpose is to obtain a supply of potable water from the Tuolumne River in cooperation with the Turlock Irrigation District.The SRWA has signed a Water Sales Agreement with TID and is currently in the planning phase of the project.
3.3-j: Secure surface water sales agreement with the Turlock Irrigation District.	Municipal Services	Funding the The SRWA developed a first draft of the Drinking Water Agreement in 2012. Its final terms are being negotiated by the SRWA and the TID. of the master plan is currently a hurdle to accomplishing this goal.
3.3-k: Supplement the water system master plan with rate and fee studies to ensure that adequate funds are raised.	Municipal Services	Completed January 2014.
3.3-o: Establish requirements for appropriate Best Management Practices for new development to optimize groundwater recharge.	Municipal Services	Continue working with Development Services to develop Low Impact Design standards for all new development to minimize storm water runoff and encourage groundwater recharge.

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Wastewater System*		
3.3-r: Update the sanitary sewer master plan to identify future wastewater flows and plan for an adequate wastewater collection system.	Municipal Services	Completed October 2013.

3.3-s: Update, as needed, the wastewater treatment plant master plan to comply with current and future regulations.	Municipal Services	Completed July 2014.
3.3-t: Update the recycled water master plan, as needed.	Municipal Services	The City is an active member of the North Valley Regional Recycled Water Program as well as the Western Regional Recycled Water Coalition. The City's objective is to convey recycled water for beneficial use in Stanislaus County.
3.3-u: Supplement the wastewater system master plan with rate and fee studies to ensure that adequate funds are raised.	Municipal Services	Scheduled for FY 2015/16.

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Stormwater System*		
3.3-w: Update the storm water master plan to identify future storm water flows and plan for an adequate storm water conveyance, storage, and disposal system.	Municipal Services	Completed October 2013.
3.3-x: Supplement the storm water master plan with fee studies to ensure that adequate funds are raised.	Municipal Services	Going to Council for approval April 12, 2016
3.3-ad: Require implementation of Low Impact Development and Water Quality Best Management Practices for new development and public works projects.	Municipal Services	This task has been implemented through the City's Municipal Separate Stormwater and Sewer System (MS4) permit.

CHAPTER 3: NEW GROWTH AREAS AND INFRASTRUCTURE *Infrastructure: Waste Management and Recycling*		
3.3-ah: Adopt a construction and demolition waste recycling ordinance that requires large projects to divert all Portland cement concrete and asphalt concrete and at least 50% of all remaining debris away from landfills.	Municipal Services	Completed October 2013.
3.3-ak: Study the feasibility of adding food waste to the City's curbside compost pick-up program.	Municipal Services	Completed July 2014. Completed. Municipal Code updated to include Mandatory Organic Recycling for commercial and multi-family uses as required by the State.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 4: PARKS, SCHOOLS, AND COMMUNITY FACILITIES *Parks, Recreation, and Open Space:*		
4.1-f: Update the City's Park, Recreation and Open Space Master Plan.	Parks, Recreation, and Public Facilities	The City Council has approved use of park fees to begin the update to the Parks Master Plan and fee program. Staff expect to start work on this project in Spring 2016.
4.1-f: Update the City's Park, Recreation and Open Space Master Plan.	Parks, Recreation, and Public Facilities	
4.1-h: Acquire and develop 5 new neighborhood-serving parks in Southeast Master Plans 1 and 2.	Parks, Recreation, and Public Facilities	

4.1-q: Update the park fees consistent with the updated Parks, Recreation and Open Space Master Plan, include non-residential fees pursuant to Policy 4.1-r	Parks, Recreation, and Public Facilities	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 4: PARKS, SCHOOLS, AND COMMUNITY FACILITIES *Community Facilities:*		
4.2-c: Within 2 years of adopting the new General Plan, identify and order priorities for new sports and recreation facilities, and undertake feasibility studies to determine whether and how to proceed with development.	Parks, Recreation, and Public Facilities	A feasibility study has been authorized to evaluate priorities for new sports and recreational facilities as well as identify funding sources to implement these priorities. The study is expected to be completed in Summer 2016.
4.2-d: Following a feasibility study, confirm support, negotiate partnerships and amend the Capital Facilities Fee to include projects, as appropriate.	Parks, Recreation, and Public Facilities	
4.2-g: Coordinate with the Stanislaus County Library and Turlock Unified School District to explore a joint use library as part of a new middle or high school.	Parks, Recreation, and Public Facilities	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Roadway Networks, Standards, and Improvements:*		
5.2-j: Continue to work with Caltrans to achieve timely construction or programmed freeway and interchange improvements.	Engineering	The environmental document for the Fulkerth interchange is nearly completed with 90%of the construction documents having been submitted to Caltrans. Right of way acquisition has been commenced.
CHAPTER 5: CIRCULATION *Regional Cooperation:*		
5.2-k: Update City Standard Specifications and Drawings as necessary for regional roadways.	Engineering	The revised standards have been approved by the City Council.
5.2-l: Work with Stanislaus County and other agencies to implement new interchange on State Route 99 near Youngstown.	Engineering	The Project Study Report was adopted by the City of Turlock and the other partner agencies who funded the Report. The City has included a portion of the funding for the interchange in the updated Capital Facility Fee program of projects.
CHAPTER 5: CIRCULATION *Regional Cooperation Continued:*		
5.2-p: Work with County to expand the current Sphere of Influence fee into adjacent unincorporated areas.	Planning	

5.2-q: Work with Caltrans, Stanislaus County and other jurisdictions to establish a fair-share fee program for improvements to regional routes and state highways.	Administration	The City continues to work with the County to establish a program that would extend the City's impact fee program to unincorporated areas that impact City street and roads.
5.2-s: Update city standard plans and specifications, where necessary, to match new General Plan standards.	Engineering	The updated City Standard Specifications and Drawings have been approved by the City Council.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Street Network:*		
5.2-w: Each year, prepare a 5-year Capital Improvement Program to construct/update circulation facilities.	Engineering	The 5-year Capital Improvement Program is being developed as part of the annual budget process. General Plan Conformity will be determined by the Planning Commission.

CHAPTER 5: CIRCULATION *Roadway Operations and Monitoring:*		
5.2-ad: Monitor traffic and accident information on a regular basis to identify projects to improve traffic safety.	Engineering	Ongoing

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Funding for Improvements:*		
5.2-ae: Ensure that new development pays its fair share of the costs of street and other local transportation improvements by updating the Capital Facility Program and adopting an Area of Influence Fee for development in the unincorporated area that impacts City streets and roads.	Engineering	The Capital Facility Fee Program has been updated to ensure that development pays its fair share of public infrastructure and general government infrastructure, buildings and studies.
5.2-af: Use citywide traffic impact fees and Area of Influence fees to provide additional funding for transportation improvements based on roadway design in Roadway Network Diagram.	Engineering	The City continues to work with the County to establish a program that would extend the City's impact fee program to unincorporated areas that impact City street and roads.
5.2-am: Establish precise alignments based on the General Plan circulation diagram and the standards delineated in Table 5-6.	Engineering	
5.2-an: Plan line studies shall be included in CFF costs. Once the plan lines are established, new cost estimates shall be prepared and the CFF updated to review the revised and finalized costs.	Engineering	

5.2-ar: Conduct a plan line study for the expressway on the east side of Turlock that will connect Christofferson Parkway to State Route 99.	Engineering	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Relationship between Modes:*		
5.2-au: Establish citywide standards for bus stop locations and bus frequencies/ headways.	Engineering	
CHAPTER 5: CIRCULATION *Downtown Parking:*		
5.2-av: Improve Downtown parking opportunities as demand grows. Downtown Parking Facilities shall be included in the CFF Update.	Engineering	Completed
CHAPTER 5: CIRCULATION *Complete Streets:*		
5.3-i: Establish a funding program to implement the Bikeways plan and update CFF to expand this program citywide.	Engineering	Completed
5.3-k: Prepare a Bicycle Master Plan consistent with the requirements of the Streets and Highway Code to be eligible for State funding.	Planning	The Active Transportation Plan has been adopted.

5.3-l: Modify CFF program to recognize reduced impact on demand for new infrastructure in Downtown Pedestrian Priority Area.	Engineering	Completed
5.3-n: Establish a program to encourage bike use among city employees.	Human Resources	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 5: CIRCULATION *Bicycle Improvement Strategy:*		
5.3-u: Complete a feasibility study within 2 years of the Priority Infill Bikeway Areas identified in Figure 5-3 of the General Plan. (May be included in the Bike Master Plan).	Planning	The Active Transportation Plan has been adopted.

CHAPTER 5: CIRCULATION *Local Transit:*		
5.4-g: Continue to evaluate the potential location of a transit center integrated with commuter and/or high speed rail, as necessary.	Planning	The General Plan identified two potential locations for the future rail station. Depending on funding availability, timing, and engineering details, one of these locations will be selected in the future.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 6: CITY DESIGN *Streetscape Design and Pedestrian Orientation:*		
6.3-h: Periodically update the Street Tree Master Plan	Parks, Recreation and Public Facilities	The Street Tree Master Plan is being re-evaluated by the City Council through a series of workshops.
CHAPTER 6: CITY DESIGN *Sustainable Site Planning:*		
6.4-e: Update Zoning Ordinance to enable use of impervious surfaces and natural drainage to reduce storm water run-off.	Planning	The City is currently adopted guidelines, entitled "Post-Construction Standards Plan" to implement the State requirements for the Phase II Municipal Separate Storm Water Sewer System (MS4) Permit.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 7: CONSERVATION		
Update City's CEQA Guidelines as necessary to comply with State Law.	Planning	The City Council adopted the CEQA Guidelines in April 2014.
CHAPTER 7: CONSERVATION *Agriculture and Soil Resources:*		
7.2-f: Participate in the development of a county-wide agricultural mitigation program consistent with Lace policy	Planning	The City continues to investigate alternative methods of agricultural preservation and mitigation. The Stanislaus LAFCO has adopted a policy that will apply to all future annexations by the City. The City will need to select a strategy prior to submitting an application to LAFCO. Options include adopting a mitigation fee or establishing an urban growth boundary by the vote of the citizens.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 8: AIR QUALITY AND GREENHOUSE GASES *Planning for Climate Change:*		
8.2-f: Within 3 years of General Plan adoption, prepare a strategic plan for reducing greenhouse gas emissions, focusing on technically and financially feasible implementation measures that can be take by the City for buildings, fleet and operations.	Municipal Services	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 8: AIR QUALITY AND GREENHOUSE GASES *Planning for Climate Change Continued:*		
8.2-o: Provide incentives for greater energy efficiency (at least 20 percent greater than Title 24) in buildings developed in new master plan areas	Building	The City Council has adopted a new policy requiring industrial and commercial buildings over 50,000 square feet to evaluate building improvements that reduce greenhouse gases by 15% more than required under the California Green Building Code.

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 9: NOISE		

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 10: SAFETY *Hazardous Materials and Operations:*		
10.1-e: Implement County-wide Integrated Waste Management Plan.	Municipal Services	Ongoing
CHAPTER 10: SAFETY *Flooding and Drainage:*		
10.3-b: Cooperate in Multi-Jurisdictional Hazard Mitigation Plan.	Fire Services	The Fire Department coordinated and completed the LHMP for the City of Turlock in conjunction with Stanislaus County. The plan was completed in 2010 and is good through 2015.
10.3-d: Update City street design standards to allow for expanded storm water management techniques.	Engineering	
CHAPTER 10: SAFETY *Fire Services:*		
10.4-i: Coordinate facilities planning with urban expansion. Within 2 years of adoption of the General Plan, determine the appropriate location for the new fire station based on the configuration and phasing of new development.	Fire Services	

CHAPTER - ACTION	RESPONSIBLE DEPARTMENT	IMPLEMENTATION STATUS
CHAPTER 10: SAFETY *Public Safety:*		
10.4-i: Ensure that the Capital Facility Fee Program and Community Facility District adequately fund police and fire capital and operating expenses.	Engineering	The City has hired EPS to evaluate CFD #2 to determine whether it is adequate to pay for the added cost of public safety and park maintenance personnel generated by growth. The results of that study are expected to be presented to City Council in Summer 2016.
10.4-w: Amend Chapter 8 (Building Regulations) of the TMC to require all new construction to be designed to amplify emergency radio communications within larger buildings.	Building	This provision is included in the Fire Code.

2015

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR)

(CCR Title 25 §6202)

Government Code Section 65400 requires that the City prepare an annual report on the status and progress in implementing the General Plan Housing Element, using forms adopted by the Department of Housing and Community Development (HCD). The APR includes information on the City's progress in addressing the regional housing need allocation (RHNA), including the number of housing units permitted by income level, the status of programs in the housing element and efforts to remove governmental constraints.

In addition, submittal of an APR to HCD is one of the threshold requirements to qualifying for Housing Related Parks (HRP) Program funds. The HPR Program rewards local governments for the approval of housing for affordble to lower-income households, providing grant funds for park-related projects to eligible local governments for every qualifying housing start, beginning calendar year 2010.

The following tables show the progress the City of Turlock has made in 2015 in reference to the increase of its housing stock and the varying levels of affordability based on state mandated standards.

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units wer affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
3040 Dels Ln	Town Home			1			1				Based on an estimated sale price of $172,000
3030 Dels Ln	Town Home			1			1				Based on an estimated sale price of $172,000
3018 Waves End Way	Town Home			1			1				Based on an estimated sale price of $172,000
1511 E Tuolumne Rd			1				1				Convert detached garage to dwelling
(9) Total of **Moderate and Above Moderate** from Table A3 ►					41	15	56				
(10) Total by income Table A/A3 ► ►			1	3	41	15	60				
(11) Total **Extremely Low-Income** Units*											

Note: These fields are voluntary

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA whichmeet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity		2		2	All units are owner occupied and families are at or below 80% of the MAI for Stanislaus County.
(2) Preservation of Units At-Risk		0		0	
(3) Acquisition of Units		4		4	City acquired two duplexes totaling 4 units. Transferred ownership to non profit agency to be used as affordable rental units
(5) Total Units by Income	0	6	0	6	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for **Moderate**	41					41	
No. of Units Permitted for **Above Moderate**	15					15	

* Note: This field is voluntary

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

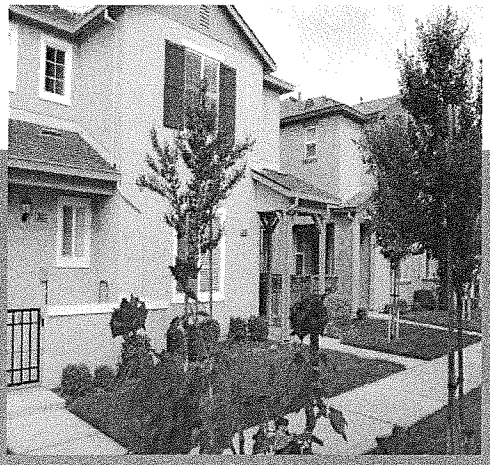
Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2015									Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	877											877
	Non-deed restricted		0										
Low	Deed Restricted	562											562
	Non-deed restricted		0										
Moderate	Deed Restricted	627	6									6	580
	Non-deed restricted		41									41	
Above Moderate		1,552	16									16	1,536
Total RHNA by COG. Enter allocation number:		3,618	63									63	3,555
Total Units ► ► ►													
Remaining Need for RHNA Period ► ► ► ► ►													

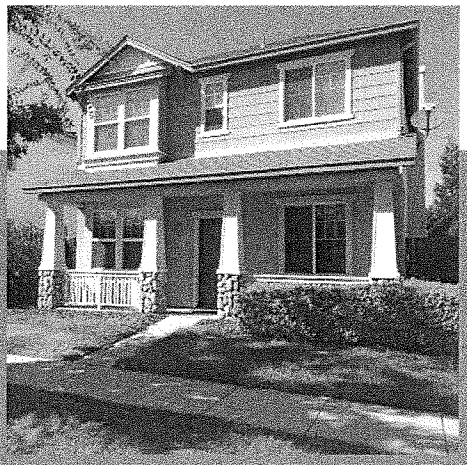
Note: units serving extremly low-income households are included in the very low-income permitted units totals.

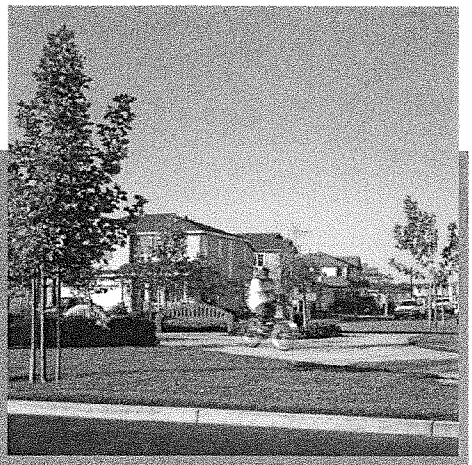
Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	**Housing Programs Progress Report - Government Code Section 65583.** Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	**Objective**	**Timeframe in H.E.**	**Status of Program Implementation**
ıcrease Housing Opportunities and ccessibility			
	Seek assistance under federal, state, and other programs for eligible activities within the City that address affordable housing needs.	annually	No new grants were received in 2015. Continuing the seek additional funding sources.
	Provide home ownership opportunities for low and moderate income residents whenever possible.	ongoing	Provided down payment assistance to 6 families
	Encourage the development of housing and programs to assist persons with special needs.	ongoing	Continue discussions with non profit agencies to acquire and rehabilitate units for persons with special needs.
	Assist the Housing Authourity of the County of Stanislaus to meet the growing demand for public housing units and rental assistance through the voucher programs.	annually	Continue with discussions for the development or acquisitions of units or receipt of additional vouchers

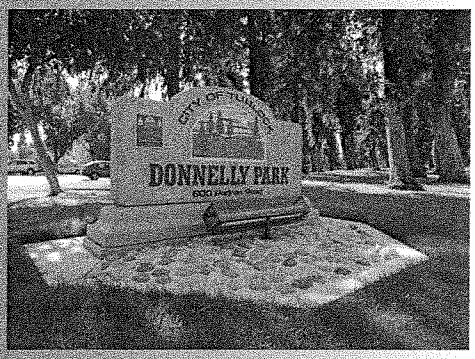


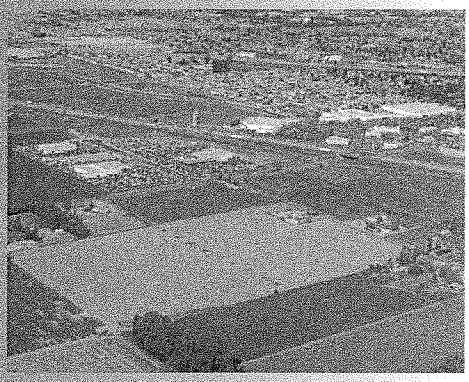




Remove Constraints to Housing Production			
	Provide the citizens in the City of Turlock with reasonably priced housing opportunities within the financial capacity of all members of the community.	ongoing	Phase 2 of Avena Bella phase 2 will provide 60 additional units. Developer to apply for 2016 tax credits
	Promote available housing programs to non-profits and private developers to ensure that a wide range of entities are aware of the programs, and to promote the development of good quality competitive applications for affordable housing projects.	ongoing	One (1) single family residence was acquired in 2015. Unit will be offered to a no profit agency for affordable housing
Provide and Maintain an Adequate Supply of Sites for the Development of New Affordable Housing			
	Provide information to lenders, for-profit and non-profit developers, and other housing providers on available vacant and underutilized land.	ongoing	
	Provide opportunities for mixed use developments.	ongoing	
	Provide a sufficient amount of zoned land to accommodate development for all housing types and income levels.	ongoing	

Preserve, Rehabilitate, and Enhance Existing Housing and Neighborhoods			
	Preserve existing neighborhoods.	ongoing	Department to identify target areas to receive grants for the preservation of exsisting housing stock
	Maintain, preserve and rehabilitate the existing housing stock in the City of Turlock.	annually	A total of 2 homes were rehabilitated
	Preserve at-risk housing	annually	No at risk units were identifies in 2015
Provide Housing free from Discrimination			
	Eliminate Housing Discrimination	ongoing	Continue working with non profits for the furthering of fair housing.
	Reduce the incidence of desplacement.	ongoing	Three (3) tenants were displaced with the acquisition of a multi units by the City. Tenants received permanent relocation as required by HUD Relocation regulatons
Encourage and Enhance Housing Program Coordination			
	Maximize coordination and cooperation among housing developers, housing providers and program managers.	ongoing	Continuiing cooperation with developers and providers
	Provide housing assistance information to low wage employees.	ongoing	Flyers were provided at information booths during community fairs and events throughout Stanislaus County
Reduce Residential Energy Consumption			
	Increase awareness of energy conservation opportunities.	ongoing	
	Reduce energy consumption in City funded and supported residential projects.	ongoing	Work with families and developers to identify and implement methods for energy conservation





Development Services Department

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Debbie Whitmore, Deputy Director of
Development Services, Planning

Project Staff

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Contributing Partners

Adrienne Werner, Associate Planner
Joanne Foster, Staff Services Technician

City Departments

Engineering
Mike Pitcock

Housing
Maria Ramos

Building
Eric Picciano

Municpal Services
Garner Reynolds

Parks, Recreation and Facilities
Alison Van Guilder

Administration
Maryn Pitt

Police Department
Robert Jackson

Fire Department
Robert Talloni

5H

City Council Synopsis
May 24, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Senior Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

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

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Unified School District (TUSD) have successfully partnered together to offer safe athletic opportunities for the past 15+ years.

The City of Turlock and TUSD, specifically Pitman High School, intend to continue working together to provide a youth volleyball program, beginning June 2016. This is a skill development program intended to strengthen youth volleyball skills. All program activities will take place at TUSD facilities.

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

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #7: Quality Community Programs

General Principles:

1. Strive to provide affordable recreation opportunities for all.
2. Deliver positive recreation programming to deter crime and improve quality of life.
3. Focus on partnerships to expand services and the number of citizens served.

pm 4/21

5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

At the conclusion of the program, the City of Turlock will pay TUSD, more specifically Pitman High School volleyball program, 70% of net program fees to the school's athletic program, to include a detailed report of the dates, location and services the school is being paid. The City of Turlock will retain 30% of the net revenue received for the program. Program transfer will be paid from the Fiscal Year 2016-17 budget from account number 110-61-624-050.43726 "Youth Basketball/Volleyball -TUSD Transfer".

No additional monies are required for this program. The estimated budgeted revenue for this program is $5,000 with expenses set at $3,500.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

City Council could choose not to renew the Memorandum of Understanding with TUSD to provide youth volleyball opportunities. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth sports activities.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF TURLOCK
AND
TURLOCK UNIFIED SCHOOL DISTRICT
Contract 16-033

This Memorandum of Understanding stands as evidence that the City of Turlock and Turlock Unified School District intend to work together with youth volleyball programs towards the mutual goal of providing organized and meaningful youth volleyball opportunities for youth ages twelve to eighteen for the 2016/2017 fiscal year. Both agencies agree that the implementation of youth volleyball programs, as described herein, will further this goal. To this end, TUSD agrees to participate in the program by coordinating/providing the following services every regular instructional day based on program season and providing City of Turlock with all information and documentation pursuant to the deadlines.

City of Turlock scope of services:

- Coordinate with TUSD volleyball coaches from Pitman High School to implement the youth volleyball program which includes: training, evaluation/feedback.
- Provide materials to site leads for youth coaches to implement program requirements, i.e. weekly lesson plans.
- Provide administrative support for the youth volleyball program taking all registrations, distribute fliers through the schools, advertising through the local newspapers, secure facilities; provide rosters to TUSD youth volleyball coaches.
- Pay TUSD, more specifically the volleyball team at Pitman High Schools 70%, from the youth volleyball program.
- Ensure all lead youth coaches pass a DOJ fingerprint scan. Youth Sports Program Supervisor will notify the TUSD within 48 hours of receiving DOJ information which would disqualify the individual from working with children.

TUSD scope of services:

- Provide a volleyball coach to be site lead at each site to conduct and supervise youth volleyball programs.

OK for Agenda

- Site lead will coordinate with the Youth Sports Program Supervisor to monitor program performance.
- Site lead will place participants on teams and develop game schedules once teams are assigned.
- Provide volunteers from volleyball teams to be youth coaches.
- Oversee the program and ensure that program requirements are achieved.
- Place all participants on teams, set schedules and maintain program information.
- Ensure that all assistant youth coaches and volunteers have passed a DOJ fingerprint scan prior to participating in the youth volleyball program.

General Provisions:

1. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning May 24, 2016 and ending May 24, 2017.

2. **INSURANCE AND INDEMNIFICATION**

(a) **Insurance:** The City shall keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting the District, the City, and their respective officers and employees from and against any and all liability of the District and/or the City for damages arising out of or connected with, the performance by the City, its agents, employees, volunteers or others pursuant to this Agreement. The public liability insurance required hereunder shall be in the minimum amount of One Million Dollars ($1,000,000) combined single limit. A certificate of such insurance shall be provided to the District, upon request. The District shall carry similar liability insurance, in addition to that which may be required by law, in the amounts, and with provisions reciprocal to, the terms, conditions, and obligations set forth in this section.

(b) **Hold Harmless:** Each party hereto shall hold the other, the other party's governing body, and its officers, agents, employees and volunteers free and harmless from any liability for loss, damage, injury, or death to persons, or damage to or loss of property, arising out of the other party's performance pursuant to this Agreement.

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

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

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

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

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

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

It is further understood and agreed that SCHOOL DISTRICT coaches and volunteers shall not transport participants in the youth Volleyball program at any time.

4. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.

5. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by SCHOOL DISTRICT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. SCHOOL DISTRICT its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

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

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

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

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

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

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

11. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** SCHOOL DISTRICT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of 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.*

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

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

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5594 x 4603
E-mail: mcrivelli@turlock.ca.us

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

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TURLOCK UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Print name: _____

Date: _____

5I

City Council Synopsis
May 24, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez, Purchasing Coordinator
Larry Gilley, Utilities Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFQ 16-351 and Contract No. 16-030 to All Valley Smog, Inc. of Turlock, having met all the specifications of RFQ 16-351 and being the lowest responsive and responsible bidder, for auto smog services for all City fleet vehicles for a period of twelve (12) months, in an amount not to exceed $5,000

2. DISCUSSION OF ISSUE:

Staff is seeking authorization to award RFQ 16-351 and Contract No. 16-030 to All Valley Smog, Inc. of Turlock.

On March 3, 2016, the Purchasing Office issued an informal bid for auto smog services by Request for Quotation (RFQ) 16-351. Three (3) vendors were solicited and all three (3) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

Purchasing evaluated the bids and the award bid recap is shown below:

	Price Per Vehicle	All Valley Smog Turlock, CA	Balswick Quick Smog Turlock, CA	Broadway Auto & Auto Ready Turlock, CA
1.	Smog check with certification	$33	$37.25	$48.24
2	Smog check without certification	$24.75	$29	$39.99

OK for Agenda

All Valley Smog, Inc. of Turlock, met all the specifications of RFQ 16-351 and was the lowest responsive and responsible bidder. Pursuant to Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09 (c) (5), Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

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

3. BASIS FOR RECOMMENDATION:

The agreement with All Valley Smog, Inc. will provide the City with licensed technicians, who are certified by the State of California to test vehicles for emission levels and have met the requirements set out by the Bureau of Automotive Repairs (BAR).

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item pertains to the ongoing operation and overall maintenance of City facilities and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The services to be provided under the proposed contract are used throughout all City departments. Various general ledger accounts are used, depending on the Department user for smog services. Each Department user has budgeted for these services in their individual departments as part of outside contractor vehicle repairs. As services are performed throughout the year, the costs incurred will be charged to the appropriate account number in the requesting department's budget. The maximum citywide commitment for the contract period is $5,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the service agreement. This alternative is not recommended as City staff is not licensed to perform smog checks and does not have the specialized equipment to perform this service.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
ALL VALLEY SMOG INC
for
Auto Smog Services
CONTRACT NO. 16-030

THIS AGREEMENT is made this 24th 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 **ALL VALLEY SMOG, INC.**, a California Corporation, hereinafter referred to as "**SERVICE PROVIDER.**"

W I T N E S S E T H:

WHEREAS, CITY has a need for smog services for City Fleet vehicles on an "As-Needed" basis; and

WHEREAS, SERVICE PROVIDER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

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

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

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

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

4. COMPENSATION: CITY agrees to pay SERVICE PROVIDER 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 SERVICE PROVIDER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Five Thousand and No/100^{ths} Dollars ($5,000.00). SERVICE PROVIDER agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda
pm

(a) Invoices: SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 July 1, 2016 and end June 30, 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 SERVICE PROVIDER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SERVICE PROVIDER 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 SERVICE PROVIDER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: SERVICE PROVIDER shall not commence work or services under this Agreement until SERVICE PROVIDER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER'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, SERVICE PROVIDER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SERVICE PROVIDER'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 SERVICE PROVIDER shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal or material change.

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

(e) Automobile Insurance: SERVICE PROVIDER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SERVICE PROVIDER 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 SERVICE PROVIDER'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(h) Waiver of Subrogation: SERVICE PROVIDER hereby agrees to waive subrogation which any insurer of SERVICE PROVIDER may acquire from SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, employees, independent contractors and subcontractors. SERVICE PROVIDER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: SERVICE PROVIDER 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: SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER, its agents, officers, and employees and all others acting on behalf of SERVICE PROVIDER relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. SERVICE PROVIDER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SERVICE

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

SERVICE PROVIDER, 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.

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

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

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

As an independent contractor, SERVICE PROVIDER 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 SERVICE PROVIDER.

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 SERVICE PROVIDER, (2) legal dissolution of SERVICE PROVIDER, or (3)

death of key principal(s) of SERVICE PROVIDER.

(b) Termination by CITY for Default of SERVICE PROVIDER. Should SERVICE PROVIDER 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 SERVICE PROVIDER. 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 SERVICE PROVIDER, dishonesty or theft.

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SERVICE PROVIDER all or any part of the payments set forth in this Agreement on the date due, at its option SERVICE PROVIDER may terminate this Agreement if the failure is not remedied within thirty (30) days after SERVICE PROVIDER 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 SERVICE PROVIDER'S Tax Status. If CITY determines that SERVICE PROVIDER 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 SERVICE PROVIDER. 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, SERVICE PROVIDER 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, SERVICE PROVIDER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SERVICE PROVIDER'S work on the project. Further, if CITY so requests, and at CITY's cost, SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER, SERVICE PROVIDER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SERVICE PROVIDER for that portion of SERVICE PROVIDER'S Services which were performed by SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER specifically acknowledges that in entering into and executing this Agreement, SERVICE PROVIDER relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF SERVICE PROVIDER: Throughout the term of this Agreement, SERVICE PROVIDER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER for purposes other than this contract without the express prior written consent of CITY.

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

19. INTEREST OF SERVICE PROVIDER: SERVICE PROVIDER 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. SERVICE PROVIDER warrants that, in performance of this Agreement, SERVICE PROVIDER shall not employ any person having any such interest. SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER may incur in performing such additional services, and SERVICE PROVIDER shall not be required to perform any such additional services.

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

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

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

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

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

SERVICE PROVIDER 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 SERVICE PROVIDER 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: SERVICE PROVIDER 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. SERVICE PROVIDER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

30. ASSIGNMENT: This Agreement is binding upon CITY and SERVICE PROVIDER and their successors. Except as otherwise provided herein, neither CITY nor SERVICE PROVIDER 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: SERVICE PROVIDER shall maintain adequate records to permit inspection and audit of SERVICE PROVIDER's time and material charges under this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by SERVICE PROVIDER without the prior written consent of CITY.

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SERVICE PROVIDER 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 SERVICE PROVIDER: **ALL VALLEY SMOG, INC.**
ATTENTION: JIM HERR
415 LANDER AVE
TURLOCK, CA 95380
PHONE: (209) 667-7900
FAX: (209) 667-7967
EMAIL: allvalleysmog@sbcglobal.net

for CITY: **CITY OF TURLOCK**
ATTN: LARRY GILLEY
MUNICIPAL SERVICES FLEET DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

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

Joe Cantu, Fleet Maintenance Supervisor
Municipal Services Fleet Division
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5599 Ext. 4601
E-mail: jcantu@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or
_____
Gary Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director of
Municipal Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

ALL VALLEY SMOG, INC.

By: _____

Title: _____

Print name: _____

Date: _____

CITY OF TURLOCK PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380-5454

REQUEST FOR QUOTATION

EXHIBIT A

THIS IS NOT AN ORDER

(209) 668-5599 Ext. 4406

Kindly refer to our quotation Number on Envelope when Submitting Quotation

ALL QUOTATIONS MUST BE SIGNED

Date	Quotation No.	Respond No Later Than:	ITEM(S) REQUIRED WITHIN
3/9/2016	16-351	TUESDAY, MARCH 15, 2016	30 day of order

TO

All Valley Smog Inc.
Company Name

415 Lander Ave.
Address

Turlock CA 95380
City/State/Zip

209-667-7900
Telephone Number

209-667-7967
Fax Number

allvalleysmog@sbcglobal.net
E-mail Address

1. Quotation are requested for furnishing the items described below in accordance with terms set forth herein. All quotations must be F.O.B. destination and include cost of boxing & cartage to delivery point stated below.
2. Unless specifically noted, substitutes may be offered if they are equal to or exceed the quality of the item described below.
3. Attach complete specifications for any substitution offered, or when amplification is desirable.
4. A clear and complete description of material being bid, including trade name, model, size, type catalog number, etc., is required.
5. Show net unit & net total prices after all trade & City discounts have been deducted.
6. Do not include Federal Excise Taxes, as an exemption certificate will be furnished upon request.
7. Terms and Conditions are attached.

Item No.	Qty.	Unit	Description	Unit Price	Amount
			The City of Turlock desires to solicit bids for auto smog services for City owned vehicles on a "AS NEEDED" basis for. Municipal Services Fleet Maintenance Shop for a period of twelve months. This contract is extendable for one year, upon agreement by both parties. Contract pricing shall remain fixed for one year, and upon extension, if an increase is requested, the City has the option to agree with the increase or put contract back out to bid. The annual usage is approximately 70 vehicles.		
			Price Quote Per Vehicle:		
1	1	EA	Smog check with certificate	33.00	
2	1	EA	Smog check without certificate.	24.75	
			All bids shall meet the provisions, requirements and specifications listed in the Request for Quotation, Bid No.16-351		
			The quantities listed above represents the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not gaurantee a quantity to the vendor for the duration of this contract.		
			Th prices offered are to be firm for the entire contract period.		

TERMS:	7.625 SALES TAX (if applicable)	
DELIVERY DAYS:	TOTAL NET BID INCLUDING TAXES	

In submitting the above Quotation, the vendor agrees that acceptance of any or all items by the Purchasing Agent constitutes a contract.

PER [signature] Title PRESIDENT Date 3-11-16 Phone No. 209-667-7900

5J

City Council Synopsis
May 24, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Michael Cooke, Municipal Services Director

Prepared by: Dawn Corbett, Staff Services Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding Request for Quotation 15-325 and Contract No. 16-021 to Websoft Developers, Inc. having met all of the specifications of Request for Quotation 15-325 and being the lowest responsive and responsible bidder for a Mobile Work Order Management Software System

Motion: Approving an agreement for services with Websoft Developers, Inc. for a Mobile Work Order Management Software System for the Municipal Services Department and the Parks, Recreation and Public Facilities Department for a period of five (5) years, in an amount not to exceed $136,749.81, from account numbers 410-51-534.51170 "Electronic Work Order System" and 110-50-500.41013 "Maintenance Services Software"

2. DISCUSSION OF ISSUE:

Staff is recommending authorization to award Request for Quotation (RFQ) 15-325 and Contract No. 16-021 to Websoft Developers, Inc. of Davis, California.

On December 2, 2015 the Municipal Services Department issued a RFQ for a mobile work order management software system by publishing the formal bid notice in the local newspaper, the City's website, the City Hall bulletin board and contacting potential bidders by fax or email. Four (4) vendors submitted bids, two (2) of the four (4) bidders were disqualified. Sofbang, LLC was the second lowest bidder submitting a price of $354,500.00 for a period of five (5) years. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

The current work order system allows City staff to call or email their work requests to a variety of different maintenance staff employees. Once the repair has been completed, the data then has to be manually entered into the MP2 database. The current system is paperwork intensive. Also, there is no system set up to notify the requestor when the request has been completed. Reports are generated regarding

cost recovery for City assets (streetlight/traffic signal knockdowns, fire hydrant, street tree, sign damage, etc.), and preventative maintenance on all City equipment.

The use of the Mobile Work Order Software System will give staff the ability to monitor the status of their work requests "live" and reduce staff time devoted to data entry.

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

3. BASIS FOR RECOMMENDATION:

Websoft Developers, Inc. is a Computerized Maintenance Management System (CMMS) that is being recommended for implementation in the Municipal Services Department and the Parks, Recreation and Public Facilities Department. Websoft will centralize tracking of maintenance activities, reporting, and work order requests to improve operations and customer service. Websoft will be integrated with the City's Geographic Information System (GIS) and MP2 for data transfer between systems. This system allows City crews to complete work orders and associated inspections in the field using tablets/iPads that will be assigned to staff. The system offers asset management, inventory management, predictive maintenance, preventative maintenance, and work order management. The forms within the system are designed for field crews and can be updated in real time. When the work order information is updated, both management and customers are notified on the spot. The software integrates with a base map, so that users in the field can view their location and access information about specific jobs.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

1. Municipal infrastructure is integral to public safety and effective service delivery.
4. Transportation infrastructure that serves the needs of the community:
   a. Well maintained local streets and roads.

Action Item:

9. Implement a maintenance software program.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

There are sufficient funds to support this request in 410-51-534.51170 "Electronic Work Order System" and in 110-50-500.41013 "Maintenance Services Software".

5. CITY MANAGER'S COMMENTS

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve the contract with Websoft Developers, Inc. This alternative is not recommended. The proposed technology will transform the business process for maintenance of City assets and improve work efficiency through a systematic proactive process that will significantly reduce reactive maintenance activities.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
WEBSOFT DEVELOPERS, INC.
for
MOBILE WORK ORDER MANAGEMENT SOFTWARE SYSTEM
CONTRACT NO. 16-021

THIS AGREEMENT is made this 24th 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 **WEBSOFT DEVELOPERS, INC.**, a California corporation, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for Mobile Work Order Management Software System; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

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

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

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Thirty Six Thousand Seven Hundred Forty Nine and 81/100^{ths} Dollars ($136,749.81). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

1st Year	$48,500.00	From May 25, 2016 to May 24, 2017
2nd Year	$20,476.00	From May 25, 2017 to May 24, 2018
3rd Year	$21,498.75	From May 25, 2018 to May 24, 2019
4th Year	$22,573.69	From May 25, 2019 to May 24, 2020
5th Year	$23,702.37	From May 25, 2020 to May 24, 2021

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective May 25, 2016 and end May 24, 2021, subject to CITY's availability of funds.

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

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

(a) Minimum Scope of Insurance: 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) Cyber Liability Insurance is required only for any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Supplier is engaged with City for such length of time as necessary to cover any and all claims.

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

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

(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) Cyber Liability Coverage with limits of not less than $2,000,000 for each occurrence and an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

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

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

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

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

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

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

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

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

effect this waiver of subrogation.

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

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

CITY any work products whether in draft or final form which have been produced to date.

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

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

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

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

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

16. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the Services contemplated by this Agreement. SUPPLIER further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

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

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

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

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

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

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

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

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

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

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

aforesaid documents.

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

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

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

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

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

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

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

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

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

for SUPPLIER:	**WEBSOFT DEVELOPER INC.** **ATTN: SEAN DINGMAN** **2020 RESEARCH PARK DR., STE 140,** **DAVIS, CA 95618** **PHONE: 916-501-1590** **FAX: 530-759-0923** **EMAIL: sean.dingman@websoftdev.com**
for CITY:	**CITY OF TURLOCK** **ATTN: ALLISON MARTIN** **MUNICIPAL SERVICES DEPARTMENT** **156 SOUTH BROADWAY, SUITE 270** **TURLOCK, CALIFORNIA 95380-5454** **PHONE: (209) 668-5590 Ext. 4408** **FAX: (209) 668-5695**

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

Allison Martin
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: amartin@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Websoft Developers Inc.

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
CITY OF TURLOCK
SPECIFICATIONS FOR
MOBILE WORK ORDER MANAGEMENT SOFTWARE SYSTEM

SPECIFICATIONS / SCOPE OF WORK

1.1 This section features of a Mobile Work Order Management Software System important to the City of Turlock. Throughout the RFP we distinguish between **essential features (i.e., shall)** and **desired features (i.e., should)**. The itemized features, however, are not all inclusive but are provided to help define the type of information, queries, database management features, reports, etc. that are of value to the City of Turlock. Within your proposal, vendors should identify and explain all software capabilities that may be of benefit to the specified departments. It may be there are software features not listed within this scope of work that prove to be the most valuable.

1.2 *Data Tracking*

The system shall be capable of maintaining a database of a full range of utility and municipal infrastructure, including but not limited to:

- Equipment;
- Inventory (Parts & Vehicles), keep track of inventory, costs associated, and types;
- Street names;
- Full addresses;
- Parks;
- City buildings;
- Well pump stations, sewer lift stations, and storm pump stations;
- Streetlights, traffic signals and locations;
- Sewer manhole numbers and locations;
- Water storage reservoirs;

and have the capabilities to provide queries and reporting for these data.

1.3 *Work Orders*

"Work Orders" are specific tasks that require field work to correct or improve a situation. Work orders are always performed by in-house staff, e.g. street department, building maintenance, utilities maintenance, park maintenance, etc. and have material, equipment, inventory and/or labor costs. Schedule components include anticipated start, actual start, anticipated duration, and actual completion date.

1.4 *Preventative Maintenance Work Orders*

"Preventative Maintenance Work Orders" are specific tasks that are required on a scheduled basis, i.e. daily, weekly, monthly, quarterly, bi-yearly, and yearly, for multiple divisions.

1.5 The system shall have the following types of abilities and characteristics:

1. Compatible with Mobile devices running Windows, android and IOS operating systems.
2. Track work done by location, address, jobs, task(s), activity and/or employees;
3. Maintenance and repair work order history;
4. Ability to make corrections on closed work orders in history;
5. Record keeping: notes, field data, pictures, etc.,
6. Record management, time keeping, reports;
7. Printing and logging active work orders;
8. Input and schedule preventative maintenance;
9. Customize work orders;
10. Monitor work order progress;
11. Send multiple types of alerts, i.e. email and internal program alerts;
12. Assign work by location, work order, task(s), activity, project, and/or employee;
13. Track labor, material, equipment with each work order, project and/or program;
14. Generate reports for each work order, preventative maintenance work orders, projects, and program from all input aspects and/or by time;
15. Generate work order form for completion by field employees;
16. Develop follow-up work order based on conditions found by field staff;
17. Allow for queries/data pulling from past/closed work orders, addresses, and/or locations;
18. Itemized reports for use when charging out work completed by field crews;
19. Drop down selections;
20. Ability to view only one department's information at a time/keep separate.

1.6 The system shall have the following types of abilities and characteristics:

1. Auto populate in drop down selections;
2. Single sign on per user;
3. GIS system capabilities;
4. Map based capabilities;
5. Ability to capture photos and attach to work orders;

The system should have the following types of abilities and characteristics:

6. Integrate with a Customer App/Portal to request work orders;
7. Ability to capture GPS coordinates.

1.6 Management shall be able to:

1. Track regular hourly rate, fully burdened hourly rate, no-charge rate, over-time rate per employee;
2. Track hourly wages and pay grades;
3. Track part-time, temporary, and seasonal staff;
4. Track employee by department, (Streets, Building, Parks, Utilities, etc.);
5. Generate reports on individual employees and/or groups of employee;
6. Generate reports based on the work order(s), project, and/or program that employees are working or have worked on.

1.8 Staff Using Software System

- Parks, Streets, Buildings
  - Administration = 7
  - Assessments = 2
  - Streets = 2
  - Parks/Storm Basin = 2
  - Building = 2

- Municipal Services
  - Administration = 5
  - Utilities (Water/Sewer) = 19
  - Electrical/Mechanical = 10
  - Operations = 13

  Total = 62

1.9 *General System Requirements*

- The system shall allow concurrent internal users (City staff). Proposals shall describe any limitations on the number and types of users and costs associated for multiple users.
- Any third-party products required by vendor to implement system shall be included as part of the proposal.
- The system should have an option for web based access
- The system should allow for phased incorporation and utilization of existing City Data.
- Vendor services shall include implementation of the software; including all labor, project management, installation, and basic training (*see 1.12*).
- The package of services should also include user manuals/materials, ongoing support, maintenance services, and warranty information.

1.10 *Software*

Listed below are items expected to be provided with the system. Proposals shall acknowledge and describe all that are included, not applicable, or other.

- The Vendor shall provide, install, and implement any and all software that is necessary to make the Vendor's System fully operational and compliant.
- Software and firmware products the Vendor provides shall be the most recently released applicable version at the time that the product is installed.
- Vendor shall describe all methods of access available to the City to the systems raw data including API's or export functions.
- The Vendor shall license to the City, or obtain a license from the licensor and sub-lease to the City all software, firmware, and software products installed as part of the System. All licenses and sub-licenses shall be registered to City of Turlock.
- Prior to the City's acceptance of the system, Vendor shall provide City with a list of all third-party software products installed or to be installed on the City's hardware, and documentation evidencing the City's rights of use with respect to each of the third-party software products.
- The system shall support integration (import and export) with Microsoft Office

products (e.g. Word, Access and Excel). The system shall also integrate with the City's GIS (AutoDesk Mapguide 6.5) for seamless mapping, workflow management and report generation. (*see 1.6*)

- The Vendor is responsible for all data conversion for all of the City of Turlock's current data into proposed system. If City staff is required to acquire any data then Vendor will be charged fully hourly burdened rate for City staff.

1.11 *Security*

- It is desired that the system be able to limit users to specified types of data, responsibilities or roles, limited webpage access to unauthorized pages. Proper password maintenance as well as creation of strong passwords with mandatory change intervals.

1.12 *Training*

- The vendor shall provide on-site training to City Personnel (implementation team, Public works staff and any additional personnel designated) that covers all aspects of the software, including but not limited to configuration, data entry, workflow/notifications, querying, reporting (including ad-hoc reporting tools), administration functions and technical functions.
- The vendor shall supply to City all necessary documentation to allow the City to independently operate, administer and maintain the system.
- The implementation team shall receive high level familiarization training at the beginning of the project to enable the implementation team to make informed decisions regarding system configuration and use that meet the needs of the City.
- The Vendor shall provide appropriate and adequate knowledge transfer, including supporting technical reference materials, to ensure that the system administration can perform required software changes.

1.13 *Support, Maintenance and Expansion*

- City of Turlock desires a 5-year contract for software upgrades and support.

CITY OF TURLOCK
BID PROPOSAL FORM

REQUEST FOR PROPOSALS NO 15-328

PROPOSAL DUE DATE: JANUARY 20, 2016

The City of Turlock invites sealed Proposals and shall be enclosed in an envelope clearly marked:

MOBILE WORK ORDER MANAGEMENT SOFTWARE SYSTEM

1) **Return original Proposal to:** **City of Turlock**
Municipal Services Department
156 S. Broadway, Ste. 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Proposer shall honor Proposal prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Proposer must be on this Proposal form and signed by vendors authorized representative.**

PROPOSER TO READ

NO PROPOSAL IS VALID UNLESS SIGNED BY THE PERSON MAKING THE PROPOSAL AND ALL BLANKS ARE FILLED IN.

Company: Websoft Developers, Inc.

Address: 2020 Research Park Drive, Suite 140, Davis, CA 95618

Telephone Number 916.501.1590 **Fax Number** 530-759-0923

E-Mail Address sean.dingman@websoftdev.com

Authorized Representative (print) Sean Dingman

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Mobile Work Order Management Software System dated **January 20, 2016**, at the prices indicated herein.

Bid Proposal Sheet

Software.....	$ 19,500 annually with 5% increase per year
Technical Support.....	$ 29,000 (Full Implementation)
Annual Maintenance/Renewal.....	$
Licenses.....	$ Unlimited for City business
Additional Users.....	$ N/A
Total.....	$ 48,500

List any extra charges not described above (which may include Cyber Liability Insurance):
If the City wishes to transition their Linko system to MobileMMS, there will be a $15,000 one time implementation charge without any increase in annual fee.

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

Early Pay Discount
A __0__% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes [No]

If yes, number: _____

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☑ Yes ☐ No *(Complete Exhibit 'F', page 27 and submit with proposal)*

Order Contact
Provide the following information about the City's contact for service or order:

Name:	Sean Dingman
Phone Number:	916.501.1590
Fax Number:	530.759.0923
Cell Number:	916.501.1590
Email Address:	sean.dingman@websoftdev.com

Delivery (if applicable)
Method of Delivery: Common Carrier Private Company Carrier ✓
(Please circle one choice or describe alternative method)

Compliance
Proposer, have you complied with the specifications, terms and conditions of this Proposal?
Yes _✓_ NO_____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):
Proposer acknowledges receipt of ADDENDUM NO. __1__, _____, _____

Terms

1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Proposals shall be valid for sixty days following the Proposal opening.

Nondiscrimination Clause

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

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

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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

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

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

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm

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

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

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

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

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

Websoft Developers
Company Name

Signature of Authorized Representative

94-3321023
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

5K

City Council Synopsis
May 24, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., for the preparation of a Hydrogeological and Water Quality Assessment Study to include additional work for the Rehabilitation/Modification Services of Well 32, in an amount not to exceed $212,096 from account number 420-52-550.43320 "Special Services/Projects"

Resolution: Appropriating $212,096 to account number 420-52-530.43320 "Special Services/Projects" to be funded from Water Enterprise Fund 420 Operating Reserves to fully fund Amendment No. 1 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc. for the preparation of a Hydrogeological and Water Quality Assessment Study to include additional work for the Rehabilitation/Modification Services of Well 32

2. DISCUSSION OF ISSUE:

On July 14, 2015 City Council approved a professional services agreement with Wood Rodgers, Inc. for the preparation of a Hydrogeological and Water Quality Assessment Study. The Study includes the evaluation of the geology, hydrogeology, geochemistry and contamination in the Turlock area. The Study is an important tool in developing a strategy to construct new wells and to rehabilitate existing wells in order to continue to provide a long-term reliable water supply.

Well 32 was taken off-line for mechanical repairs. When the repairs were completed the well was sampled prior to placing it back in service. At that time, it was found to be exceeding the Maximum Contaminant Level (MCL) for nitrates. Staff flushed the well with the intent of reducing the level of nitrates in order to bring the well back into service; however, the level remained the same. Therefore, Wood Rodgers, Inc. looked into possible solutions to bring the well back online. After conducting depth-dependent sampling, Wood Rodgers, Inc. recommended a

OK for Agenda

three phased approach to help resolve the issue and has submitted a Scope of Work titled Exhibit A-1.

The work to be performed on this well consists of the following three phases listed below; however, the decision to move forward with Phase 2 or Phase 3 will be based upon the outcome of the water quality analysis in Phase 1. The scope of work and cost proposal are presented below.

Task 1A – Phase 1 of Well Rehabilitation Services **$30,747**

The work to be performed as part of Phase 1 consists of performing a well video survey to assess the well structure, cleaning of the well through swab/airlift development and AQUA-CLEAR™ PFD (liquid polymer dispersant) placement. Depending on the condition of the well screen, as assessed from the video inspection, additional chemical or mechanical cleaning may be recommended. Upon completion of well assessment and cleaning activities, depth-specific water quality sampling of the well with the double swab tool will be conducted to determine the source of nitrate contamination within the well. Based upon the results from Phase 1, the consultant will determine and provide the recommendation for the appropriate course of action moving forward with the project. No additional work will be conducted until authorization by the City is given to proceed.

The estimated costs to conduct Phase 1 of this Task include:

Howk Systems	$23,000
Water Quality	$167
Overhead (10%)	$2,316
Wood Rodgers, Inc.	$5,264
Total:	**$30,747**

Task 1B – Phase 2 of Well Rehabilitation/Modification Services **$77,277**

The work to be performed as part of Phase 2 consists of the strategic placement of well casing patches inside the well structure from a depth of 194 feet to 244 feet, followed by the installation of a test pump with an intake at a depth of 420 feet, and water quality sampling collection and analysis.

The estimated costs to conduct Phase 2 of this Task include:

Howk Systems	$65,300
Water Quality	$167
Overhead (10%)	$6,546
Wood Rodgers, Inc.	$5,264
Total:	**$77,277**

Task 1C – Phase 3 of Well Rehabilitation/Modification Services $73,390

The work to be performed as part of Phase 3 consists of the installation of a 14-inch well liner to a depth of 318 feet, temporarily placing gravel in the existing well structure from 318 feet to 525 feet, placing a bentonite seal in the annular space around the liner from 315 feet to 318 feet, followed by placement of a cement grout annular seal from 315 feet to ground surface, airlifting placed gravel out of the well structure and performing test pumping and water sampling and analysis.

The estimated costs to conduct Phase 3 of this Task include:

Howk Systems	$61,765
Water Quality	$168
Overhead (10%)	$6,193
Wood Rodgers, Inc.	$5,264
Total:	**$73,390**

In addition to the above phases, there are two other tasks included in the scope of work: Project Coordination and Summary Report (Task 2) in the amount of $8,020 and Pumping and Well Capacity Recommendations (Task 3) in the amount of $3,380. All three tasks bring the total cost for the proposed scope of work to $192,814. Adding in a 10% contingency ($19,200) for the project brings the total estimate to $212,096. All work performed will be billed on a time and materials basis.

It is important to note the well rehabilitation programs are fluid and the approach/scope/budget could vary depending on what is encountered during the assessment and the first phase of work. The consultant will notify the City if there are significant differences from what has been reported.

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

3. BASIS FOR RECOMMENDATION:

A. Water supply in the Turlock area has been slightly decreasing over time and this project would bring an existing well back into service for an additional supply during a critical drought.

B. Continuing to invest in our groundwater system remains critical to the long-term goal of providing a reliable water supply.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

1. Municipal infrastructure is integral to public safety and effective service delivery.
2. Municipal Infrastructure is critical to retain and attract businesses.

Action Item:

1. Expand drinking water supply and improve drinking water quality.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

No impact to the General Fund.

Budget Amendment

Appropriate $212,096 to account 420-52-530.43320 "Special Services/Projects" from Water Enterprise Fund 420 Operating Reserves. There are sufficient, unappropriated reserves in the Water Fund to fund this request.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the contract amendment with Wood Rodgers, Inc. This alternative is not recommended. Completing this work is important to bringing a valuable water supply back into service. Continuing to invest in the City's groundwater system remains critical to the long-term goal of providing a long-term sustainable water supply.

AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
WOOD RODGERS, INC.
for
Hydrogeological & Water Quality Assessment Study
CITY CONTRACT NO. 15-071

THIS AMENDMENT, dated May 24, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **WOOD RODGERS, INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 14, 2015 whereby CONTRACTOR will perform a hydrogeological and water quality assessment study (hereinafter the "Agreement").

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

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

"**1. SCOPE OF WORK:** CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide a hydrogeological and water quality assessment study, and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

In addition to the Scope of Work attached as Exhibit A to the Agreement, CONTRACTOR shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services attached as Exhibit A to the Agreement and the added scope of services attached to this Amendment No. 1 as Exhibit A-1, which are necessary and required to provide a hydrogeological and water quality assessment study, and shall perform such services in accordance with the specifications attached to this Amendment No. 1 as Exhibit A-1."

OK for Agenda

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

"**4. COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of: Thirty Thousand Seven hundred Forty-seven and No/100ths Dollars ($30,747.00) for Task 1A - Phase 1, Seventy-seven Thousand Two Hundred Seventy-Seven and No/100ths Dollars ($77,277.00) for Task 1B - Phase 2, Seventy-three Thousand Three Hundred Ninety and No/100ths Dollars ($73,390.00) for Task 1C - Phase 3, Eight Thousand Twenty and No/100ths Dollars ($8,020.00) for Task 2, Three Thousand Three Hundred Eighty and No/100ths Dollars ($3,380.00) for Task 3, and including a 10% contingency for each Phase and Task for a total of Nineteen Thousand Two Hundred Eighty-two and No/100ths Dollars ($19,282.00), with a total of Two Hundred Twelve Thousand Ninety-six and No/100ths Dollars ($212,096.00) in accordance with Exhibit A-1 attached hereto and made a part hereof. The decision to move forward with Phase 2 or Phase 3 will be based upon the outcome of Phase 1. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Three Hundred Fifty-eight Thousand Thirty Three and No/100ths Dollars ($358,033.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

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

Garner Reynolds, Regulatory Affairs Manager
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
Email: greynolds@turlock.ca.us

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

Signature page to follow.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

WOOD RODGERS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A-1

WOOD RODGERS

April 29, 2016

Mr. Garner Reynolds
City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Mr. Reynolds:

Subject: City of Turlock Well 32 Rehabilitation/Modification Services – Proposal

Wood Rodgers, Inc. is pleased to present our proposal to the City of Turlock (City) to provide oversight and well rehabilitation/modification support services for the City's Well 32, located at the intersection of North Berkley Avenue and Alex Way in the City of Turlock, California. The work to be performed on this well consists of the following Phases listed below; however, the decision to move forward with Phase 2 or Phase 3 will be based upon the outcome of the water quality analysis in Phase 1. Our scope of work and cost proposal are presented below.

SCOPE OF WORK

The scope of work for this project includes the following tasks: (1) Well Rehabilitation Services; (2) Project Coordination and Summary Report, and (3) Pump and Well Capacity Recommendations. Each task is described in greater detail below.

Task 1A – Phase 1 of Well Rehabilitation Services $30,747

The work to be performed as part of Phase 1 consists of performing a well video survey to assess the well structure, cleaning of the well through swab/airlift development and AQUA-CLEAR™ PFD (liquid polymer dispersant) placement. Depending on the condition of the well screen as assessed from the video inspection, additional chemical or mechanical cleaning may be recommended. Upon completion of well assessment and cleaning activities, depth-specific water quality sampling of the well with the double swab tool will be conducted to determine the source of nitrate contamination within the well. Based upon the results from Phase 1, Wood Rodgers will determine and provide our recommendation for the appropriate course of action moving forward with the project. No additional work will be conducted until authorization by the City is given to proceed.

The estimated costs to conduct Phase 1 of this Task include:

Howk Systems	$23,000
Water Quality	$167
Overhead (10%)	$2,316
Wood Rodgers, Inc.	$5,264
Total:	$30,747

Task 1B – Phase 2 of Well Rehabilitation/Modification Services **$77,277**

The work to be performed as part of Phase 2 consists of the strategic placement of well casing patches inside the well structure from a depth of 194 feet to 244 feet, followed by the installation of a test pump with an intake at a depth of 420 feet, and water quality sampling collection and analysis.

The estimated costs to conduct Phase 2 of this Task include:

Howk Systems	$65,300
Water Quality	$167
Overhead (10%)	$6,546
Wood Rodgers, Inc.	$5,264
Total:	$77,277

Task 1C – Phase 3 of Well Rehabilitation/Modification Services **$73,390**

The work to be performed as part of Phase 3 consists of the installation of a 14-inch well liner to a depth of 318 feet, temporarily placing gravel in the existing well structure from 318 feet to 525 feet, placing a bentonite seal in the annular space around the liner from 315 feet to 318 feet, followed by placement of a cement grout annular seal from 315 feet to ground surface, airlifting placed gravel out of the well structure and performing test pumping and water sampling and analysis.

The estimated costs to conduct Phase 3 of this Task include:

Howk Systems	$61,765
Water Quality	$168
Overhead (10%)	$6,193
Wood Rodgers, Inc.	$5,264
Total:	$73,390

Task 2 – Project Coordination and Summary Report **$8,020**

Wood Rodgers' project manager will attend a pre-construction meeting at the Well 32 site with the City and Contractor to discuss the work program and any issues that may affect equipment set up and execution of the work, including discharge requirements to the storm drain and sanitary sewer. Wood Rodgers' project manager will also provide coordination and technical support during the project, including regular project updates.

Wood Rodgers will coordinate site work and scheduling with the selected contractor. Following well rehabilitation and testing, Wood Rodgers will assemble all of the pertinent well rehabilitation/modification records and provide this information in a written report. The report will include a summary of the project, all daily field reports, an

inventory of the materials installed, as-built well profiles, well pumping test plots, water quality results, caliper and deviation surveys, and well video surveys.

Task 3 – Pumping and Well Capacity Recommendations **$3,380**

Upon completion of the well rehabilitation/modification work, Wood Rodgers will provide the City with our recommended well capacity and pump setting depth for Well 32. Wood Rodgers will work with City for selection of the final pumping equipment. Wood Rodgers will review the pumping equipment submittal from the Pump Contractor to determine if the selected pump will be appropriate for the changed pumping conditions.

PROJECT COST

The total cost to perform the tasks described above would be $192,814, which includes $165,622 of outside services. Outside services include well rehabilitation and well modification services, water quality sampling, and analysis. Detailed Cost Estimate Worksheets are enclosed for your reference. All billing will be made in accordance with the enclosed Wood Rodgers, Inc, 2016 Schedule of Fees (Exhibit "B") and in accordance with our existing contract with the City and the attached special conditions. All work performed will be billed on a Time and Materials basis. It is important to note that well rehabilitation programs are fluid, and the approach/scope/budget could vary depending on what is encountered during the assessment and the first phase of work. Wood Rodgers will notify the City if there are significant differences from what has been reported.

We look forward to working with you to complete this project. If you have any questions or require additional information, please call me at (916) 341-7447 (office) or (916) 417-7687 (cell).

Sincerely,

Wood Rodgers, Inc.

Lawrence H. Ernst

Lawrence H. Ernst, PG, CEG, CHG
Principal Hydrogeologist

EXHIBIT "B"

WOOD RODGERS

SACRAMENTO FEE SCHEDULE
Effective January 1, 2016

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/LA* II	$230
Principal Engineer/Geologist/Surveyor/Planner/LA* I	$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	$180
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$170
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$160
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	$150
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$140
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$130
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	$105
CAD Technician III	$120
CAD Technician II	$110
CAD Technician I	$100
Project Coordinator	$110
Administrative Assistant	$90
1 Person Survey Crew**	$175
2 Person Survey Crew**	$255
3 Person Survey Crew**	$335
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

** Survey rate subject to change March 1, 2016, pending Union contract negotiations.

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.0 cents per mile.

Fee Schedule subject to change January 1, 2017.

SPECIAL CONDITIONS

1. Any scope of work completed after December 31, 2016 will be subject to cost of living increases.
2. This scope of work does not include NPDES permitting or monitoring. It is assumed that all water will be discharged to locations where the City secured discharge permits or legal permission to discharge.
3. Client understands that the time & materials estimated costs provided herein are estimates only, that our work will be performed on a time & materials basis, and that various line items included herein may be either exceeded or reduced by actual billing.
4. Any cost estimates prepared represent preliminary amounts that are subject to change. Wood Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential development cost increases associated with the execution of this project.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $212,096 TO ACCOUNT NUMBER 420-52-530.43320 "SPECIAL SERVICES/PROJECTS" TO BE FUNDED FROM WATER ENTERPRISE FUND 420 OPERATING RESERVES TO FULLY FUND AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TURLOCK AND WOOD RODGERS, INC. FOR THE PREPARATION OF A HYDROGEOLOGICAL AND WATER QUALITY ASSESSMENT STUDY TO INCLUDE ADDITIONAL WORK FOR THE REHABILITATION/MODIFICATIONSERVICES OF WELL 32	}	**RESOLUTION NO. 2016-**

WHEREAS, on July 14, 2015 City Council approved a professional services agreement with Wood Rodgers, Inc. for the preparation of a Hydrogeological and Water Quality Assessment Study; and

WHEREAS, the Study is an important tool in developing a strategy to construct new wells and to rehabilitate existing wells in order to continue to provide a long-term reliable water supply; and

WHEREAS, due to water quality issues, Well 32 was taken off-line for exceeding the Maximum Contaminant Level (MCL) for nitrates; and

WHEREAS, Wood Rodgers, Inc. recommended a three phased approach to help resolve the issue; and

WHEREAS, staff recommends amending the contract with Wood Rodgers, Inc. in the amount of $192,814.00, with a 10% contingency in the amount of $19,200, in an amount not to exceed $212,096.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $212,096 to account number 420-52-530.43320 "Special Services/Projects" to be funded from Water Enterprise Fund 420 Operating Reserves to fully fund the additional work for Rehabilitation/Modification Services of Well 32.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

5L

City Council Synopsis
May 24, 2016

From: Kellie E. Weaver, City Clerk

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2016, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities

Resolution: Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 8, 2016, with the Statewide General Election to be held on the same date pursuant to §10403 of the Elections Code

Resolution: Adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 8, 2016

Resolution: Setting the deposit fee which will be required of candidates who elect to have a candidate's Statement of Qualifications printed in the ballot pamphlet for the City of Turlock General Municipal Election to be held on Tuesday, November 8, 2016

2. DISCUSSION OF ISSUE:

The California Elections Code requires the City Council to order the General Municipal Election and, if desired, request the County Board of Supervisors approve the consolidation of the City's election with the Statewide General Election being held on the same date and conducted by the Stanislaus County Elections Division.

OK for Agenda

The City Council is also authorized to set regulations regarding the candidates' Statement of Qualifications, including the amount of the deposit which will be required to be paid in advance by candidates who choose to have a Statement of Qualifications printed in the ballot pamphlet. The Stanislaus County Elections Division has estimated that the cost for publishing a candidate's Statement of Qualifications in the November 2016 ballot will be approximately $1,250 for entities that have 25,000 to 50,000 registered voters. The City of Turlock currently has approximately 29,054 registered voters and staff is recommending a deposit of $1,250, as estimated by the Stanislaus County Elections Division, be required for candidates desiring to submit a Statement of Qualifications. All candidates will receive and sign a document acknowledging this deposit is only an approximation of the actual cost that will vary from one election to another election. In addition, candidates will be advised that the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost.

3. BASIS FOR RECOMMENDATION:

Turlock Municipal Code §1-7-01 requires all City of Turlock General Municipal Elections for all City of Turlock elective offices to be held on the first Tuesday following the first Monday in November of even-numbered years. California Elections Code §10403 sets forth the procedures for cities to request the Board of Supervisors approve the consolidation of the Municipal Election with the Statewide Election. California Elections Code §10403.5 requires the Board of Supervisors to approve the request for consolidation of the election unless the ballot style, voting equipment or computer capability is such that additional elections or materials cannot be handled.

Policy Goal #2 – Fiscal Responsibility

General Principles:

4. Create an "efficient" and effective organization.
6. Ensure efficient use of resources and maximize value within department budgets.
7. Develop value-added partnerships with public and private agencies, industry and educational institutions.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $30,000 (budgeted in Account 110-10-104.43152 "Contract Elections")

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could direct the City Clerk to conduct a stand-alone election. This is not recommended due to the prohibitive costs and time constraints involved.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES	}	**RESOLUTION NO. 2016-**

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2016, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Turlock, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing one (1) Member, City Council - District 2 for the full term of four (4) years, one (1) Member, City Council - District 4 for the full term of four (4) years, and a City Treasurer for the full term of four (4) years.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Stanislaus Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at seven o'clock a.m. the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code §10242, except as provided in §14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO §10403 OF THE ELECTIONS CODE	}	**RESOLUTION NO. 2016-**

WHEREAS, the City Council of the City of Turlock called a General Municipal Election to be held on November 8, 2016, in the City of Turlock, California, for the purpose of the election of one (1) Member, City Council - District 2, one (1) Member, City Council - District 4, and a City Treasurer; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, and that the county election department of the County of Stanislaus canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Stanislaus is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of the election of one (1) Member, City Council - District 2 for the full term of four (4) years, one (1) Member, City Council -District 4 for the full term of four (4) years, and the election of a City Treasurer for the full term of four (4) years, which will conclude upon the Turlock City Council adopting the official canvass of the November 8, 2016, election.

Section 2. That the county election department is authorized to verify signatures for nomination papers submitted by the City Clerk of the City of Turlock; set up and arrange for election precincts, polling places, voting booths, and election officers; publish notice of election officers and polling places; and canvas the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The consolidated election will be held and conducted in the manner prescribed in Section 10418 of the California Elections Code.

Section 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Turlock recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Stanislaus.

Section 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE'S STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016	}	**RESOLUTION NO. 2016-**

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Turlock on Tuesday, November 8, 2016, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed (in typewritten form) in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until five o'clock p.m. of the next working day after the close of the nomination period.

Section 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidate's statements will be translated into all languages required by the County of Stanislaus. The County is required to translate candidate statements into the following languages: Spanish.
B. The County will print and mail sample ballots and candidate's statements to voters in languages specified in (A) above.

Section 3. PAYMENT.

A. Translation:
    1. The candidate shall be required to pay for the cost of translating the candidate's statement into any <u>required</u> foreign language as specified in (A) of Section 2 above pursuant to Federal and/or State law.
B. Printing:
    1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
    2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid.

Section 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot packet.

Section 5. That the City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

Section 6. That all previous resolutions establishing Council policy on payment for candidate's statements are repealed.

Section 7. That this resolution shall apply only to the election to be held on November 8, 2016, and shall then be repealed.

Section 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SETTING THE DEPOSIT FEE WHICH WILL BE REQUIRED OF CANDIDATES WHO ELECT TO HAVE A CANDIDATE'S STATEMENT OF QUALIFICATIONS PRINTED IN THE BALLOT PAMPHLET FOR THE CITY OF TURLOCK GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016	}	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock will hold a General Municipal Election on November 8, 2016, for purposes of electing one (1) Member, City Council - District 2, one (1) Member, City Council - District 4, and a City Treasurer; and

WHEREAS, the California Elections Code §13307(c) authorizes local agencies to estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to §13307(a), including costs incurred as a result of complying with the federal Voting Rights Act of 1965, as amended; and

WHEREAS, the local agency may require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet; and

WHEREAS, in the event the estimated payment is required, the receipt for the payment shall include a written notice that the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements; and

WHEREAS, the Elections Official is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost; and

WHEREAS, the Stanislaus County Elections Division has recommended that a $1,250 deposit be collected by the City of Turlock in Stanislaus County from candidates filing a Statement of Qualifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby set the deposit for a Candidate's Statement of Qualifications at $1,250 and authorizes the City Clerk to collect the fee in accordance with §13307 of California Elections Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

7A

City Council Synopsis
May 24, 2016

From: Gary R. Hampton, City Manager

Prepared by: Jennifer Land, City Clerk Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Superseding and replacing Council Resolution No. 2016-026 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

2. DISCUSSION OF ISSUE:

This Resolution contains a recommendation for augmentation of the fees charged by the City for various programs and services, to include the Parks, Recreation and Public Facilities' programs and services. The set costs for individual duties, services, and programs has been adopted and recorded in the City's Fee and Service Charge Revenue/Cost Comparison System, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

The recommended changes are based on the following:

RECREATIONAL SERVICES

On May 10, 2016, City Council approved the revised Special Event Permit application, fees and policies for event application received on or after May 11, 2016. As part of this approval, the following Special Event Permit fees will be incorporated into the Schedule of Fees and Charges for City Services:

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)

The fees will offset the cost of staff time associated with reviewing the special event permit application and do not exceed the cost to provide the review.

gm

PUBLIC FACILITIES

Due to problems with trash and loitering at the Rube Boesch Center, staff is requesting that the Rube Boesch Center no longer be exempt from the facility supervisor, facility setup and clean-up services associated with building rentals. Staff is requesting the exemption language be removed from the Schedule of Fees and Charges.

POLICE

Pursuant to the revised Special Event Permit application, fees and policies, Parade Permits (Cost Recovery Reference Number PD-18500) will now be addressed as part of this process and routed through the Parks, Recreation and Public Facilities Department for processing. Since this service will no longer be a stand-alone process/review, staff is requesting this be removed from the Schedule of Fees and Charges for City Services.

Pursuant to changes made by the California Legislature, staff is requesting a change to the Penal Code Section cited in Concealed Weapon Permit (Cost Recovery Reference Number PD-06100). The Penal Code Section is being changed from §12054 to §26190.

NOTE: *Proposition 26 Compliance –* The recommended augmentations to the schedule of fees and charges for City services pursuant to Turlock Municipal Code Section 3-3-301 et. seq. have met the test for Proposition 26 compliance. The proposed changes cannot be considered a "tax" as they pertain to costs of delivering specific services to the paying participant for a specific benefit or privilege for that participant – not charged for the benefit of others and as a governmental cost not exceeding the cost of delivering the specific service or program or a charge imposed for the reasonable regulatory cost to the City for issuing the permit.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:
#3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The specific fiscal impact of any individual change will be dependent on the frequency with which this service is provided in the 2015-16 and 2016-17 Fiscal Years. These recommendations are based on 1) the cost of providing the service, and 2) Council's direction regarding cost recovery through the fee(s) charged.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decide not to accept staff's recommendations for fee changes.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPERSEDING AND REPLACING COUNCIL RESOLUTION NO. 2016-026 AND ADOPTING UPDATED COST RECOVERY PERCENTAGES AND THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES, TO INCLUDE CITY RECREATIONAL SERVICES, PURSUANT TO TURLOCK MUNICIPAL CODE SECTION 3-3-301 ET SEQ.	}	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock has conducted an analysis of its services, the costs of providing those services, the beneficiaries of those services and the revenues produced by those paying fees and charges for those services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIIIB of the California Constitution and limit the growth of taxes; and

WHEREAS, pursuant to California State law, the specific fees to be charged for services must be adopted by the City Council after providing notice and holding a public hearing; and

WHEREAS, the augmentations in fees recommended meet the statutory exemptions set in Article XIII C of the California Constitution (as introduced through Proposition 26 – 2010).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt:

1. **Fee Schedule for Each Process** – The following schedule of fees and charges for general City services (Attachment A) and City Parks and Recreation specific services (Attachment B) is hereby directed to be computed by and applied by the various City departments, and to be collected for the herein listed special services when provided by the City or its designated contractors.

2. **Separate Fee for Each Process** – All fees set by the Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit-of-measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units. Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due and where such charge or refund is ten dollars ($10.00) or less, a charge or refund need not be made.

3. **Fee Schedule** – The fees listed on Attachment A and Attachment B supersede all prior fees and shall be charged and collected for the designated services.

4. **Interpretation** – This Resolution may be interpreted by the several City department heads in consultation with the City Manager and should there be a conflict between two fees then the lower in dollar amount of the two shall be applied.

5. **Effective Date** – This Resolution shall go into full force and effect immediately.

6. **Invalidation of Fee(s)** - In the event that a court of competent jurisdiction invalidates the fee(s) set forth herein, the superseded fee resolution shall be automatically reinstated.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
ADMINISTRATIVE SERVICES			
AD-13600	100%	Document Certification Service	$10 per certification
AD-13700	100%	Agenda/Minute Mailing Service	City Council Subscribers: $36.00/year Planning Commission Subscribers: $20.00/year
BUILDING and INSPECTION SERVICES *All fees are adopted by separate resolution.			
NEIGHBORHOOD SERVICES			
N-05601	100%	Garage Sale Permit	Issued in Office: $15.00 Issued in Field: $20.00 Revenue allocated 75% to Recreation and 25% to Neighborhood Services
N-06900	100%	Lot Clearing Service	F.B.H.R.[6]
N-07000	100%	Removal of Abated Vehicles	$165.00 per vehicle
N-18200	100%	Noise Permit	$50
CITYWIDE SERVICES			
CW-02800	20%[2]	Appeal Processing	$125.00
CW-03100	100%	Copies of Public Records	Pages 1 – 15 : 8½ x 11 page $.00 (n/c) 8½ x 14 page $.00 (n/c) Pages over 15: 8½ x 11 page $.15 per page 8½ x 14 page $.15 per page FPPC documents (over 15 pages) $.10 per page Color copies: $1.50 per page Each 24" blueprint $3.00 per sheet Each 36" blueprint $4.00 per sheet Each 42" blueprint $6.00 per sheet Plus postage costs if request is to be mailed If the request is to be faxed the cost is as follows: In-State for 1-5 pages $1.50 In-State for 6-10 pages $2.50 Out-of-State for 1-5 pages $2.50 Out-of-State for 6-10 pages $3.50 Requests in excess of 10 pages will be mailed or available for pick up at City offices.

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
CW-03100 Continued			See E-17900 for charges related to copies of Engineering maps. DVR copy of elected and/or appointed official meetings (when available) $15/DVD
CW-03101	100%	Copies Requested through a Subpoena	F.B.H.R.[6] for retrieval, duplication, and processing, plus per-page cost for copies
ENGINEERING SERVICES			
E-00207	100%	Engineering Fees for Building Permit Review	F.B.H.R.[6] 0.25 hour minimum
E-00208	100%	Municipal Services Tree, Friability & Damage Inspection	$75.00
E-02100	100%	Lot Line Adjustment	$1,350.00 Charges include 2 reviews. Additional resubmittals are $250.00 each.
E-02101	100%	Tentative and Vesting Tentative Parcel Map Applications	Residential: $1,725.00 Nonresidential: $1,725.00
E-02102	100%	Time Extensions Tentative and Vesting Tentative Parcel Map	Residential: $975.00 Non-Residential: $975.00
E-03200	100%	Final Map Checking	Subdivision Maps: $2,675.00 Parcel Map (Res): $1,825.00 Parcel Map (Non-Res)$1,825.00 Charges include 2 reviews. Additional resubmittals are $250.00 each.
E-03301	100%	Grading Plan Check Fee	0-10,000 cubic yards moved: $2,540 10,000-100,000 cubic yards moved: $2,540 plus $134.00/ea/10,000 cy 100,000-200,000 cubic yards moved: $3,880 plus $114.00/ea/10,000 cy Over 200,000 cubic yards moved: $5,020 plus $89.00/ea/10,000 cy
E-03302	100%	Grading Inspection Fee	Ten Units/Lots or Less $1,185.00 Subdivisions $3,000.00
E-03303	100%	Parking Lot/On-Site Plan Check & Inspection Fee (Non-Residential)	Improved Value/Cost $____ x 3% Minimum Amount $325.00 A deposit of $325.00 due at plan submittal (credited on Grading Permit) Charges include 2 reviews. Additional resubmittals are $250.00 each.
E-03400	100%	R.O.W. Street Abandonment/Easement Review Legal Description Provided by Applicant Legal Description Written by City	Charges include 2 reviews. Additional resubmittals are $250.00 each. $1,050.00 $2,175.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
E-17900	100%	Copies of Engineering Maps	Black & White Maps Zoning Map $5.00 Color Maps Assessment Districts $28.00 General Plan $28.00 Sewer $28.00 Storm Drain $28.00 Water $28.00 Zoning $28.00 School Districts $20.00 Charges for any other maps to be determined based on the nature of the request.
E-18000	100%	GIS Development Charges	Residential $95.34/Unit Non residential $286.02 / less than 50,000 sf $476.70 / 50,000 sf and greater
E-18100	100%	An automation/record retention service charge shall be collected on all construction and land use development permits to be dedicated solely to the costs of permit/inspection service automation, permit tracking system, and permit data collection, storage and retrieval systems	7% of the applicable permit fee
E-18200	100%	Residential Parking Permit Fee	$780.00
E-18300	100%	Assessment District Formation Charge	$345.00
E-18400	100%	Impact Fee Deferral Charge	$85.00
E-18500	100%	A monument preservation surveying service charge shall be collected on all engineering construction permits to be dedicated solely to the costs of surveying services to protect and preserve monuments in jeopardy within the bounds of the permitted construction	Base fee with one (1) monument $708.46 Fee for each additional monument $254.62
FINANCE SERVICES			
FN-10700	100%	New Utility Account Processing	$5.00
FN-10901	67%	Utility Service Security Deposit (required if customer cannot provide a letter of credit from another utility with one-year good credit history OR does not have one-year good credit history with City of Turlock within past five years).	TMC 6-5-302 "The deposit will be equal to the charges for services likely to be incurred during a period of three (3) months or two (2) billing periods, whichever is greater."
FN-12300	100%	Refuse/Garbage Collection (Franchise Fee)	Rates Established Through Franchise Agreement Approved by City Council

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
FN-13300	100%	New/Moved Business License Application Review	Application: $50.00 Initial License Fee: $30.00 State Disability Access Fee: $1.00 (*SB 1186 §4465*) Any changes to business license application: No Charge Duplicate License: $20.00 Regular Occupancy Inspection Application: $50.00
FN-13500	100%	Returned Check Processing (NSF)	$25.00 (first returned check) $35.00 (second returned check)
FN-16800	100%	Utility Delinquency Fee (*Water, sewer, and garbage*)	Residential/Commercial: $25.00 per delinquency Industrial: 10% of the delinquent monthly billing
FN-16900	100%	Utility Bill Payment Plan	$20.00 plus 50% of outstanding charges due and payable at set-up time of payment plan
FIRE SERVICES			
F-04701	100%	Vehicle Repair Permit	$35.00
F-06800	100%	Fire False Alarm Response	No charge for the first three false alarms within one calendar year. $150 for each response after three within one calendar year.
F-07100	100%	Burn Regulation Enforcement	$35.00 per permit
F-07200	100%	Developer Fire Flow Information	$35.00 for information that can be answered over the phone or via the internet (e-mail). $135.00 for information that will require some sort of field or general investigation. For special requests the charge will be based on the actual time involved charged at the Fully Burdened Hourly Rate.
F-07300	100%	Fire Report Copying	See Fee CW-03100
F-07400	100%	Fire Code Enforcement Inspection	No Charge for Initial Inspection and First Reinspection. Second and Subsequent Reinspections are $135.00 each.
F-07500	100%	Fire Code Related Permit Review & Inspection	Based on the actual and estimated time involved at a rate of $100.00 per hour.
F-07600	100%	Hazardous Material Permit Review	Based on the actual time involved at a rate of $100.00 per hour.

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
F-07700	100%	Target Hazard Inspection	$100.00
F-07800	100%[4]	State-Mandated Fire Inspection	$100.00 per hour No charge for public schools.
F-07900	100%	Water/Flood Pumping and Clean-up	$90.00
F-07901	100%	Fire Sprinkler Plan Check	Initial Plan Check - $100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.
F-07902	100%	Fire Alarm System Plan Review/Test	$100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.
F-08000	100%	Fire Suppression System Flow Test/Inspection	$165.00 per riser plus $1.25 per head If additional trips are required for testing due to a phased project or a site's unreadiness - $165.00 per trip
F-08100	100%	Private Hydrant System Testing	$50.00
F-08200	100%	Spilled Load Clean-up	F.B.H.R.[6]
F-08300	100%	Flammable Liquid Tank Plan Review	$100.00 per hour
F-08400	100%	Tank Installation Inspection	$100.00 per hour for plan check and inspection plus $35.00 for Fire (Tank) Permit
F-08401	100%	Tank Removal or Repair Inspection	$100.00 per hour for plan check and inspection plus $35.00 for Fire (Tank) Permit
F-08500	100%	Special Fire Service	F.B.H.R.[6]
F-08600	100%	Fireworks Stand Permit Review	$200.00
F-08700	100%	Hood and Duct System Plan Check and Inspection	$100.00 per hour for plan check and inspection
F-15400	100%	Fixed Medical Gas System Inspection	$100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.
F-16200	100%	Vehicle Spray Paint Booth Inspection	$100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.
F-16300	100%	Residential Fire Sprinkler System Inspection	$100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
F-16400	100%	An automation/record retention service charge shall be collected on all fire permits to be dedicated solely to the costs of permit/inspection service automation, permit tracking system, and permit data collection, storage, printing, and retrieval systems.	$50.00 per permit
F-17200	100%	Fire Building Plan Check (for fire requirements)	$100.00 per hour
F-18100	100%	General Fire Permits (not otherwise listed above)	$35.00
F-18300	100%	Fire Occupancy Inspection	$100.00 per hour
F-18900	100%	Apparatus Charge Out Rate	$71.00 per hour
F-19400	100%	Tent/Canopy Permit Application	Permit $35.00 Inspection Fee $100.00
MUNICIPAL SERVICES			
M-10800	100%	Utility Location Identification	No Charge
M-10900	100%	Water Service	Set by Ordinance and codified in Turlock Municipal Code Chapter 6-5.
M-11000	100%	Water Service Installation	Set by Ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11100	100%	Water Service Reinstatement/Reconnection – New Service and Delinquent Accounts	Set by ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11101	100%	Water Service Reinstatement/Reconnection – Repair/Emergency Requests	Set by ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11200	100%	Water Meter Testing	$25.00 per test
M-11300	100%	Back-Flow Device Testing	$35.00 plus F.B.H.R.[6] and materials
M-11400	100%	Water Pressure Testing	$25.00 per test
M-11500	100%	Water Sample Testing/Lab Analysis	$95.00 for first test; additional concurrent tests at F.B.H.R.[6] plus materials
M-11600	100%	Well Abandonment Processing	No Charge
M-11700	100%	Sewer Service	Set by ordinance and codified in Turlock Municipal Code Chapter 6-4
M-11800	100%	Sewer Installation	Set by ordinance and codified in Turlock Municipal Code Chapter 6-4
M-11900	100%	Sewer Stoppage Investigation	F.B.H.R.[6]
M-12000	100%	Sewer Dye Testing	$180.00 per request
M-12100	[5]	Wastewater Monitoring/Surveillance/Inspection	Incorporated into M-11700 Industrial Rate Structure

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
M-12200	100%	T.V. Inspection of Development	$1.10/linear foot
M-12400	100%	General Utility Street Usage (Franchise Fee)	Rates Established through Franchise Agreement Approved by City Council
M-12500	100%	Street Light Maintenance Labor Materials Electricity	F.B.H.R.[6] Actual Cost Actual Cost per Utility Company
M-12600	100%	Median and Parkway Maintenance	F.B.H.R.[6] Materials per Actual Cost
M-12700	100%	Street Tree Maintenance	Rates Established through a Contract Agreement Approved by City Council
M-12800	100%	Street Sweeping	Rates Established through a Contract Agreement Approved by City Council
M-12900	100%	Alley Maintenance	F.B.H.R.[6]
M-13100	100%	Storm Drainage Maintenance	Established by Separate Resolution of the City Council in Conjunction with Sewer Rates
M-13200	100%	Special Traffic Marking Service	F.B.H.R.[6]
M-16400	100%	Septic Tank Closure Inspection	Deposit of $500.00 (refundable upon verification of closure of tank) Closure Inspection Fee: $50.00
M-17300	100%	Water Main Tap Fee (New and Existing Main)	2" or less $337.00 4" – 12" $550.00
M-17400	100%	Water Tee (New and Existing Main)	4" – 8" $1,200.00 10" – up $1,450.00
M-17401	100%	Water Tie-In	4" – 8" $ 500.00 10" and up $ 700.00
M-17490	100%	Reduced Pressure Backflow Device Installation (installed by contractor)	A $500 deposit is required when a backflow device is installed by a contractor at the City's request. The deposit will be collected as part of the Water/Sewer permit and is refundable only after the backflow device has passed inspection by the City of Turlock. A deposit is not required when the backflow device is installed as part of a grading permit.
M-17500	100%	Reduced Pressure Backflow Device Installation	1" or less $2,994.00 1.5" $2,616.00 2" $2,410.00
M-17501	100%	Double Check Installation	1" $1,830.00 Fee for greater than 1" to be estimated
M-17600	100%	Water Meter Drop In (Meter and Endpoint Only) (Meter box already in place)	1" or less $295.00 1.5" $476.00 2" $545.00

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
M-1800	100%	Fire Hydrant Meter (for off-site construction fee)	A deposit of $800.00 will be collected for the rental of a fire hydrant meter. The deposit shall be refunded, less the amount for water used and the meter rental fee, upon return of the meter in good condition.
M-19500	100%	Inspection Fee	Inspections include, but are not limited to backflow installation, water connections and/or sewer connections. Initial Inspection Fee: $150 Will be collected as part of the Water/Sewer permit. Additional inspections will be charged at F.B.H.R.[6]
M-19600	100%	Construction Plan Review	FBHR[6] (minimum of .25 hours)
PLANNING SERVICES (fees include 15% Records Management Fee)			
P-00700	100%	Minor Administrative Approval (MAA)	Site Plan Review/ Large Family Day Care/ New Christmas Tree/Pumpkin Lots*: $400.00 Renewal Christmas Tree/Pumpkin Lots*: $195.00 **plus a $500 refundable cleaning deposit* Sign Permit (*except freestanding signs*): 1st Sign: $115.00 Each additional sign: $ 35.00 MAA Time Extension, Sign Reface, and Temporary Sign Permit: $35.00
P-00800	100%	General Plan Amendment/ Specific Plan/ Master Plan Adoption or Amendment[7]	F.B.H.R.[6] applied to a deposit of $11,600.00
P-00900	100%	Prezone[11]	0-10 Acres* $5,610.00 11-20 Acres* $7,610.00 >20 Acres* $9,295.00 **excludes State Board of Equalization and LAFCO Fees*
P-00901	100%	Rezone[7]	F.B.H.R.[6] applied to a deposit of: Minor (<5 Acres) $6,740.00 Major (>5 Acres) $8,250.00
P-00902	100%	Turlock Municipal Code Zoning Ordinance Text Amendment[7]	F.B.H.R.[6] applied to a deposit of $7,900.00
P-01000	100%	Variance Application	$2,785.00

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
P-01200	100%	Development Agreement Review[7]	F.B.H.R.[6] applied to a deposit of $13,540.00
P-01300	100%	Planned Development Application[7]~~1~~	F.B.H.R.[6] applied to a deposit of: Application Review: Including Rezone Fee Minor $9,875.00 Major $12,785.00 Amendment: Minor $4,940.00 Major $6,505.00 Existing Development (*change in standard only*) $6505.00
P-01500	100%[1]	Conditional Use Permit Review (*includes CUP amendments*)	Minor: $3,890.00 Medium: $6,505.00 Major: $9,530.00
P-01900	100%	Time Extension Review (*no change in project description*)	Tentative/Vesting Tentative Subdivision Maps: $2,405.00 CUP Time Schedules: $2,440.00 MDP Time Schedules: $2,020.00 PD Development Schedules: $3,205.00
P-02000	100%	Application Continuance Hearings	$390.00
P-02100	100%	Appeal to Planning Commission	$550.00
P-02200	100%	Tentative and Vesting Tentative Subdivision Map Application[12]	0-10 Acres: $7,190.00 11-20 Acres: $10,075.00 21-50 Acres: $12.865.00 >50 Acres: $15,370.00
P-02300	100%	Street Name Changes after Tentative Map Approval	0-10 Acres: $220.00 11-20 Acres: $295.00 21-50 Acres: $365.00 >50 Acres: $440.00
P-02500	100%	Minor Discretionary Permits (General)	Minor: $2,670.00 Medium: $4,760.00 Major: $7,600.00 Amendments: $1,710.00

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
P-02501	100%	Minor Discretionary Permits (Other)	Historical Site Contracts $940.00 Minor Exceptions $1,010.00 Outdoor Dining $930.00 --if police clearance is required for alcohol sales, add $110.00 Sign Program (includes freestanding signs): Minor $700.00 Major $1,625.00
P-02600	100%	Temporary Use of Land Permit (TULP)	No Circulation Required (base fee) $145.00 Add to base fee, if required: - Circulation to City Departments/Outside Agencies $100.00 - Circulation to Neighbors $50.00
P-02700	100%	CEQA Review: Negative Declaration / Mitigated Negative Declaration / EIR[10] *(Recording and Department of Fish and Game Fees not included)*	Notice of Exemption (*customer request*) $195.00 Addenda to a Negative Declaration or Mitigated Negative Declaration $1,020.00 Negative Declaration $1,925.00 Mitigated Negative Declaration $3,950.00 Mitigated Negative Declaration with special studies: $6,015.00 EIR Contract Management/Oversight: 17% of EIR cost
P-02900	100%	Zoning Verification Letter - Zoning Verification Only - Property Research Letter (*response to a specific list of questions*)[7]	 $85.00 F.B.H.R.[6] applied to a deposit of $100.00
P-03000	100%	Home Occupation Permit Review	$90.00 $115.00 if police approval required
P-17100	100%	Zoning Certificate	$85.00
P-17800	100%	Planning Review of Building Permits for Single – Family Homes: Custom Home Plan Review Master Plan Review Lot Specific Plot Plan Review for a Master Plan Unit	 F.B.H.R.[6] F.B.H.R.[6] $80.00 per residential unit

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
P-18600	100%	Planning Review of Building Permits for Multi-Family / Commercial / Industrial	F.B. H.R. [6] plus $325.00 for Landscape Review and Building Inspection
P-18700	100%	Encroachment Permit Review	$83.00
P-18800	100%	Williamson Act	Cancellation Fee (*includes CEQA Negative Declaration*) $8,215.00 Notice of Nonrenewal: $150.00
P-19100	100%	Mobile Food Vendor	Initial Permit: $880.00 Annual Renewal: $85.00
P-19200	100%	Shopping Cart Containment/Retrieval Ordinance	Plan Review: $155.00
P-19300	100%	Landscape review Fee	$275.00
POLICE SERVICES			
PD-03600	100%	Immigration Clearance Letter	$25.00
PD-03700	100%	Subpoena Service	This service is currently provided by the Sheriff's office. Turlock Police Services does not provide this service.
PD-03800	100%	Bicycle Registration (limited by State law)	$4.00
PD-03900	50%	Special Traffic Request	To be determined by the Judicial Branch of the Government
PD-04000	100%	General Code Enforcement	To be determined by the Judicial Branch of the Government
PD-04100	100%	Vehicle Code Enforcement	To be determined by the Judicial Branch of the Government
PD-04200	100%	Parking Violation Enforcement	To be established from time to time by Ordinance or Resolution of the City Council
PD-04300	100%	Wide/Overweight/Overlong Load Permit Review	Individual: $15.00 Plus F.B.H.R.[6]
PD-04400	100%	Vehicle Citation Correction Inspection	$12.00 Collection of fee currently suspended
PD-04500	100%	Courtesy Accident Report Investigation and Compilation	F.B.H.R[6]
PD-04600	100%[3]	DUI Accident Cost Recovery	F.B.H.R.[6] Not to exceed statutory limitation
PD-04700	100%	Removal of Abandoned Vehicles	$70.00
PD-04800	100%	Police Report Copying	See Fee CW-03100

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-04900	100%	Fingerprint Processing	Pursuant to Penal Code Section 13300(e) – $10 for LiveScan fingerprinting required for City Services (i.e. licensing and permit applicants) plus other Agency pass-through charges All others – $25.00 per card (Live Scan or ink rolled) plus other Agency pass-through charges
PD-05000	100%	Crime Scene/Police Photo Reproduction/Video	$3.50 per photograph/video
PD-05100	50%	Statutory Registration	$30.00
PD-05200	100%	Police False Alarm Response	Deleted as the Police Department has adopted a Verified Response Policy related to alarms.
PD-05300	100%	Noise Disturbance Response	No charge for the initial response and warning. $92.00 each response for the second and subsequent responses within a 24-hour period.
PD-05400	100%	Special Police Service	F.B.H.R.[6] or per Special Agreement/ Contract
PD-05500	100%	Funeral Escort Service	F.B.H.R.[6]
PD-05700	50%	Animal Control Operations	**Dog Impound Fee:** 1st time $ 50.00 2nd time $100.00 3rd time $200.00 **Care/feeding** $5.00 per day (1st time fee waiver if dog properly licensed or owner requests that dog is spayed/neutered as a condition of reclaim.) ($18.00 rabies deposit required for any dog upon reclaim that is not currently vaccinated or current vaccine will expire within thirty (30) days.) **Cat Impound Fee:** 1st time $10.00 2nd time $20.00 3rd time $30.00 **Care/feeding:** $ 5.00 per day Altered: 1 yr $10.00 2 yrs $20.00 3 yrs $30.00 Unaltered: 1 yr $100.00

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-05700 (continued)	50%		2 yrs $200.00 3 yrs $300.00 With a veterinarian's letter of medical condition a $40 one year license is available for an unaltered dog. 50% discount for seniors (65 and older) for **altered** dog licenses only. $1 of the dog license fee will be reserved for the animal control building fund. **Late Fee**: $ 35.00 **Spay/Neuter Fee**: Customer will be charged the current cost of spay/neuter service as contracted by the City of Turlock with its outside vendors. **Rabies Vaccination Fee:** Customer will be charged the current cost of rabies vaccination fees as contracted by the City of Turlock with its outside vendors **Quarantine Fee** (Bite Animal): $35.00 first day and $9.00 each day thereafter for care/feeding

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-05700 (continued)	50%	Animal Control Operations (continued)	**Home Verification of Quarantine:** $25.00 **Surrender Fees** (owned pet) delivered to Animal Control Facility: Adult dog: $50.00 Adult cat: $20.00 Puppy (< 6 mos.): $20.00 Kitten (< 6 mos.): $ 10.00 Litter (4 or more with proof of spay or surrender of the mother only.) $ 25.00 **Owner-requested animal pick-up fee:** $25.00 **Disposal of Dead Animal brought to Animal Control Facility:** Small Animal (1-39 lbs) $10.00 Large Animal (>40 lbs) $20.00 **Animal Trap Rental**: $50.00 deposit plus $2.00 per day **Animal Services Inspection**: $25.00 **Potbellied Pig License Fee**: $20 per year **Microchip Fee:** $20.00 per animal **Barking Dog Collars** (pilot program) Rental Deposit - $50.00 **Vicious/Nuisance Dog Fee** (per State of CA Food & Agricultural Code Section 31641) - $100.00 **Breeder Certificate** $100/year (See TMC Section 6.1.601 for failure to obtain penalty) **Rescue Permit** (per TMC 6-1-117, requires annual inspection) - $100.00
PD-05800	100%	Background Check	$34.00 per investigation
PD-05900	100%	Vehicle Identification Number (VIN) Verification	$23.00 Service currently suspended as DMV only recognizes CHP verifications (not local agencies)
PD-06000	100%	Criminal Processing (Booking)	F.B.H.R.[6] plus pass-through of County Jail Booking Fees

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-06100	100%[3]	Concealed Weapon Permit	Original Filing: $100.00 Plus fingerprinting charges (See PD 4900) per California Penal Code §~~1205~~26190 Renewal: $25.00 (reprinting not required)
PD-06200	100%	Gun Safety Class	$162.00
PD-06400	100%	Firing Range Facility Rental (as authorized by City Council)	$250.00 deposit required $150.00 per day or partial day, subject to restrictions per Resolution 2002-064
PD-06500	100%	ABC One-Day Permit	$40.00
PD-06600	100%	Copy of Citation	$3.00 per request
PD-13400	100%	Business Regulation	Permit: $180.00
PD-13900	100%	Ambulance License Application	Initial: $305.00 Renewal: $100.00
PD-14000	100%	Bingo Games Application	Initial application fee $305.00 Plus Fingerprinting Charges (See PD-4900) Annual Renewal fee $100.00 (reprinting not required)
PD-14100	100%	Card Room Application	Original Filing: Owner/Operator $305.00 Employee $100.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator $100.00 Employee $100.00 (reprinting not required)
PD-14200	100%	Enforcement/Signage for Cruising, Loitering, and Skateboarding	$40.00
PD-14300	100%	Dance Hall Application	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal: $100.00 (reprinting not required)
PD-14400	100%	Fortune Telling Permit	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal $100.00 (reprinting not required)
PD-14500	100%	Garbage Disposal (Individual's) Permit	Initial: $64.00 Renewal: $32.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-14600	100%	Introduction, Dating, Escort Service Permit	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal: $100.00 (reprinting not required)
PD-14700	100%	Massage Establishment Permit	Initial Application: Business $305.00 Employee: $100.00 Plus fingerprinting charges (See PD 4900) Renewal: Business $100.00 Employee $100.00 (reprinting not required)
PD-14800	100%	Skating Rink Application	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal: $100.00 (reprinting not required)
PD-14900	100%	Taxicabs and Autos for Hire Includes limousine services	Initial Application: Owner/Operator $305.00 Employee $ 50.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator $100.00 Employee $ 25.00 (reprinting not required)
PD-15000	100%	Tow Car or Tow Service Application	Initial Application: Owner/Operator $501.00 Employee $100.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator $100.00 Employee $100.00 (reprinting not required)
PD-15200	100%	Pool Room Permit, Amusement Machine Permit, Marble Games Permit	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal: $172.00 (reprinting not required)
PD-15300	100%	Itinerant Vendor Police Clearance	$52.00 Plus Fingerprinting Charges (as required) (See PD-4900)
PD-15500	100%	Close-Out and Similar Sales	Filing Fee: $50.00
PD-15600	100%	Festival License	F.B.H.R.[6] Deposit of $1,000.00 with a per-day charge of $500.00. Non-profit organizations are exempt.
PD-15700	100%	Sidewalk Sales Permits	Filing Fee: $417.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-15800	100%	Stored/Impounded Vehicle Release	$160.00
PD-15900	100%	Retail Firearms Sales Permit	Original Permit: Owner - $55.00 Each Employee - $55.00 Plus Fingerprinting Charges (See PD-4900) Renewal Permit: Owner - $50.00 Each Employee - $50.00 (reprinting not required)
PD-16000	100%	Second/Pawn Dealers Permits	Owner - $100.00 Plus Fingerprinting Charges (See PD-4900) and DOJ application fees Each Employee - $100.00 Plus Fingerprinting Charges (See PD-4900) and DOJ application fees
PD-16100	100%	Vehicle Repossession Report	$15.00
PD-16600	100%	Adult Business/Entertainer Permit	Adult Business Permit: $305.00 Plus fingerprinting charges (See PD 4900) Adult Entertainer Permit: $305.00 Plus fingerprinting charges (See PD 4900) Renewal/Owner: $100.00 Renewal/Employee: $100.00 (reprinting not required for renewal)
PD-18400	100%	Firearms Storage Fee	$75.00 per year
~~PD-18500~~	~~100%~~	~~Parade Permits~~	~~$225 per parade~~ ~~(see Police Department for restrictions regarding streets which may be used for a parade)~~
PD-19000	100%	Public Convenience and Necessity	$750.00
PD-19300	100%	Failure to Display Placard (Veh Code 40226) Administration Charge for Citation Cancellation	$25.00
TRANSIT			
T-10600	100%	Transportation Operations	Maintain Current Fee Structure

Attachment A

Explanatory Notes to Recovery Percentages

1. Recovery 20% with a no refund policy.
2. Not to exceed statutory limitation.
3. 100% on private inspections, no cost to schools.
4. Incorporated into M-11700 Industrial Rate Section.
5. 100% recovery plus postage.
6. "Fully Burdened Hourly Rate" (F.B.H.R.) is defined as a City employee's hourly work rate, plus a fringe benefit rate, plus the sum of overhead rates. Fully Burdened Hourly Rate is mathematically expressed as follows:

   + Employee Hourly Work Rate
   + Fringe Benefit Rate
   + Sum of Overhead Rates
   = Fully Burdened Hourly Rate

7. "Deposit-based" permit fee: Charged at "actual cost" using the weighted labor rate or "Fully Burdened Hourly Rate" (FBHR)[6]. The minimum charge for the permit is equal to the deposit amount and is nonrefundable. All additional staff time and expenses to complete the application process, including costs accrued by other City divisions or departments, exceeding the initial deposit amount will be charged at actual cost. If the deposit reaches a balance less than 20% of the initial deposit, the Applicant will be notified by the Turlock Planning Division to make a subsequent deposit, as determined by the Manager of the Planning Division, based on the estimated work remaining. Applicants shall pay the subsequent deposit within 14 days of the invoice date. If the subsequent deposit is not received within 14 days of the invoice date, processing of the application will be suspended until such time that the subsequent deposit is received by the City of Turlock Planning Division. If a balance remains after reconciling the final invoice, a refund check will be mailed to the Applicant. Public hearings will not be scheduled until payment in full is received by the Turlock Planning Division.
8. Additional fees will be collected at the time of application and prior to filing the Notice of Determination as established by the State of California Department of Fish and Game and the Stanislaus County Clerk-Recorder's Office.
9. Permit fee is added to applicable entitlement fee (base fee) to cover staff and expenses associated with the LAFCO application review and hearing processes. If no other entitlement is required for the project, the base fee is the same as the applicable Rezone application fee to cover staff and expenses associated with application review and hearing processes for the City.
10. Permit fee is added to any other applicable application fees. If no other entitlement is required, no base fee is added.

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
R-09000 & R-09001	90%	Pedretti Field – Adult/Youth	<u>Adult Tournaments</u> $150/field/day without gate fee $200/field/day with gate fee <u>Youth Tournaments</u> $140/field/day – without gate fee $190/field/day – with gate fee <u>Hourly Rentals For All Uses:</u> $32/hour/field – youth and seniors $37/hour/field – adults Lights - $12/hour Additional Field Preps - $25/field Partial Prep - $15
R-09004		Turlock Regional Sports Complex Baseball/Softball Field Usage	Fees associated with usage of the Baseball/Softball fields will be the same as listed for the fields at Pedretti
R-09002 & R-09003	90%	Turlock Regional Sports Complex Soccer Field Usage Adult & Youth (rates based on calendar 2006 percentages)	<u>Adult Field Usage</u> Per Field Usage: $37/hour (2 hour min) Tournament Rate: $350/field <u>Youth Field Usage</u> Per Field Usage: $32/field (2 hour min) Tournament Rate: $290/field <u>Applies to All Soccer Uses</u> Non-Refundable Rental Deposit: $150 Vendor Daily Rental: $50 Vendor Deposit: 0 Storage Building Rental: $100/month Additional Facility Requests: fee to be determined based on individual request

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	
R09900	n/a	Picnic Facility Reservation Service		Rental Fee
R-09901	n/a	Donnelly Park	Area A	$37
			Area B	$37
			Area C	$62
			Area D	$32
			Area E	$32
			Area F	$77
			Area G	$37
			Area H	$37
			Area I	$37
			Area J	$37
			Area K	$32
			Area L	$32
			Area M	$62
			Area N	$32
			Meadow	$102
R-09902	n/a	Crane Park	Area A	$42
			Area B	$52
			Area C	$52
			Area D	$47
			Area E	$42
			Area F	$42
			Area G	$47
			Area H	$42
R-09903	n/a	Pedretti Park	Covered Area	$77
R09905	n/a	Broadway Park	Area A	$62
			Area B	$32
			Area C	$37
R-09906	100%	Bounce House Permits	$35 at designated locations	

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
		City Building Room Rentals*	
		Category A – No Fee – Uses and activities administered and /or sponsored by the City of Turlock. **Category B** – No Fee – Uses and activities administered and /or sponsored by the Turlock Unified School District. (fees for special equipment, setup or cleanup may apply) **Category C** – 75% of Fee plus insurance – Uses and activities including fund-raising events, sponsored by local community organizations that can establish tax- exempt status pursuant to IRS Code Section 501 (c) (3). **Category D** – 100% of Fee plus insurance –For uses and activities(such as wedding, reception, anniversary and birthday celebrations, etc.) for which no fee is charged for admission and attendance is by invitation only **Category E** – 125% of Fee plus insurance. Uses and activities are designed to raise funds (through an admission or requested donation).	
R-13802	See Above	Senior Center (minimum rental – 4 hours)	100% rental fee is $80.00/hour (see categories above for rental fee to be charged) Damage deposit $300.00
R-13804	See Above	Rube Boesch Center (minimum rental 2 hours)	100% rental fee is $40.00/hour (see categories above for rental fee to be charged) Damage deposit $150.00
R-13805	n/a	Other Building Rental Fees	
R-13806	n/a	Cancellation Fee – Building Rentals	$40
R-13808	n/a	Park Reservation Change Fee and Sports Facilities	$8.00 / transaction
	n/a	Park and Sports Facilities Reservation Cancellation Fee	$18.00 / transaction
R-13809	n/a	Building Rental contract Revision	$30.00 / revision
Building Fees will include: Facility Supervisor, facility setup & clean up.			
~~Exempt: Rube Boesch Center~~			
***Fees exempted for polling places**			

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
R-13810	25% 16% 25% 25%	Special Event Permit	For Profit Business/Organization: $150.00 Non-Profit Business/Organization: $100.00 (Proof of 501C3 or 501C4) Additional Alcohol Fee: $150.00 (Events involving alcohol) Late Fee: $150.00 (Application received after identified deadline)

Attachment B

Program	Program Fee		Participant Fee
Rec on Wheels	Free		No fee
Babysitting Class	$22.00		See Additional participant fee in "other fees"
Basketball – Youth	Clinics vary depending on length	Clinic 1: $36.00 Clinic 2: $42.00 Clinic 3: $47.00 Clinic 4: $62.00	See Additional participant fee in "other fees"
Dance Etc.	I. 2-3yrs $58 II. 4+yrs $74 III. Ballet 1&2 $96 IV. Ballet 3&4 $116 Recital Fee $2 / per person		See Additional participant fee in "other fees"
Football Passing League	$22.00		See Additional participant fee in "other fees"
Fun Runs	1-Mile: $13.00 2-Mile: $18.00		0 0
Girls' Basketball Camp	$62.00		See Additional participant fee in "other fees"
Girls' softball Program	$87.00 per player		See Additional participant fee in "other fees"
Holiday Parade Entry fee	Non-Profit/General $50.00 Commercial $70.00 Late Fee $20.00 Entries over 50 feet total additional $25.00		No fee
Indoor Soccer (for tots)	4 weeks, 1 day/week - $35.00		See Additional participant fee in "other fees"
Instructional Classes/Clinics (not listed elsewhere)	This is for new "start-up" programs/classes. The fee will be calculated based on staff analysis of the total costs of providing the program/class. If the program/class is continued beyond the initial year, it will be individually added to this list		See Additional participant fee in "other fees"
Sticks for Kids Golf	$29		See Additional participant fee in "other fees"
Jr. Lifeguard	I. 11-15 years old beginner $70.00 II. 12-15 years old advanced $70.00		See Additional participant fee in "other fees"

Attachment B

Program	Program Fee	Participant Fee
Kidz Love Soccer	8-weeks, 1 day/week - $101.00 9-weeks, 1 day/week - $109.00	See Additional participant fee in "other fees"
Line Dancing	$29.00	See Additional participant fee in "other fees"
National Youth Sports Coaching Association (NYSCA) Training	$23.00	n/a
Basketball Open Gym	$24.00	See Additional participant fee in "other fees"
School Break Camp	1 week camp – ½ day $50.00 (Additional children in same program $45.00 each) 1 week camp – full day $93.00 (Additional children in same program $83.00 each) Daily Fee $25.00 (No multi-child discount) 5-Day Punch Card $100 (additional children in same program $90.00 each. Must be in same transaction.)	Annual Registration $12.00 (Summer)
Pedretti Park and Regional Sports Complex Baseball Softball Tournaments	Class 1: $250.00 Class 2: $275.00 Class 3: $300.00 $31.00/tournament will be retained in the Recreation Division to fund/reservation cost.	n/a
Pedretti Park Player Participation Fees	Youth: $2.00 per player/per league Adult: $1 per player/per game/per league	n/a
Pee Wee Baseball (7 – 8 year)	$50.00 Spring/Summer	See Additional participant fee in "other fees"
PLAY (Positive leisure Activities for Youth)	Weekly: $37.00 (additional children in same program: $32.00/week) Punch Card (10 passes): $93.00 (additional children in same program $83.00 each. Must be in same transaction.) Morning Care Monthly $40.00 Morning Care Punch Card (5 Days) $15.00 Emergency 1 day fee $12.00 (no multi-child discount)	Annual Registration $53.00 (Full year) Late Registration (3/1 – End of School Year) $25.00

Attachment B

Program	Program Fee	Participant Fee
Recreational Swimming	Youth 0-17 yrs - $1.00 Adult 18+ yrs - $2.00 $.50 pre-sale swim passes to qualifying nonprofit agencies	None
Open Gym – Teens	$3.00	No fee
Tennis	Youth 5-17 years: $39.00 Adult/Child Class: $100.00	See Additional participant fee in "other fees"
Softball, Adult	Spring $290.00/team Summer: $545.00/team Fall: $415.00/team ASA Team Registration: $20/Adult & $13/Youth	$1.00 per player / per game player fee
Special Events	The fee will be calculated based on staff analysis of the total costs of providing the event. These activities/events are anticipated to be few and unique in nature.	See Additional participant fee in "other fees"
Swimming Lessons	Summer: $36.00	See Additional participant fee in "other fees"
T-Ball Baseball (5-6 years)	$50.00 Spring/Summer	See Additional participant fee in "other fees"
Teen Advisory Council	$64.00	See Additional participant fee in "other fees"
Youth Volleyball	Jr. High $44.00 High School $54.00 Open gym $30.00	See Additional participant fee in "other fees"
Tiny Tot Baseball	$48.00	See Additional participant fee in "other fees"
Track	$34.00 per session	See Additional participant fee in "other fees"
Turlock Night Out (Friday Night Out)	Free	No fee
Tai Chi Chuan	$40.00 per session 1 day per week	See Additional participant fee in "other fees"
Volleyball	$97.00 / team Summer/Grass: $55.00/team	$1.00 per player per game (for all non-grass leagues) $7.00/player fee (for grass league)
Water Polo	Intro to Youth Water Polo I $60.00 Intro to Youth Water Polo League II $70.00	See Additional participant fee in "other fees"

Attachment B

Program	Program Fee	Participant Fee
Kid Time Fitness Classes	6 Weeks: $36.00 8 Weeks: $48.00	See Additional participant fee in "other fees"
Other Fees		
Contract Programs Split	60% to Contractor 40% to City Kidz Love Soccer Only 70% to Contractor – 30% to City	
Program Late Registration Fee	Individual: $5.00 Team: $30.00 Special Event: $2.00	
Participant Fee Per Person / Per Program	Additional fee added to program fees to assist with administration overhead cost	$6.00 youth resident $8.00 adult resident
Program Transfer Fee	$8.00 per person	No fee
Program Cancellation Fee	$10.00	No fee

NOTE – Prorated Class Fees: Program fee divided by number of classes determines daily rate to determine prorated fee.

The following programs are free to the participants.
The funding mechanism is noted beside each program.

After School Education and Safety Grant	$75 Annual Registration Fee Fee can be waived by Turlock Unified School District
Marty Yerby Center After School Program	Funded Via Contract with Stanislaus Housing Authority

8A

City Council Synopsis
May 24, 2016

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

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and determining the project is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) pursuant to Federal Aviation Administration (FAA) Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance, (310e)

Resolution: Authorizing submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project

2. DISCUSSION OF ISSUE:

The City of Turlock is requesting federal assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport. The purpose and need for the proposed design project is to widen Runway 12/30 from 50' to 60' to meet FAA design standards, upgrade the airfield lighting and airfield electrical infrastructure. Runway 12/30 is currently 50 feet wide x 2,985 feet long. The runway does not meet the FAA's runway design standards of 60 feet in width as specified in FAA Advisory Circular (AC) 150/5300-13 A, Appendix 7 – Runway Design Standards Matrix, Table A7-1. It is the intent of this project to widen the runway to meet the design standards and provide grading and drainage of the runway safety areas to ensure compliance with Runway Safety Area (RSA) requirements. In complying with FAA design standards this project will provide a safer environment for the aeronautical users of the airport as required by Airport Sponsor Grant Assurance No. 19.

On January 12, 2016, City Council approved the submittal of an application for FAA grant funding for the purpose of initiating Phase I of the Runway 12/30

OK for Agenda

Widening Project. Upon review of the application, the FAA determined more detailed project information, including updated environmental information and project plans were necessary. Due to time constraints determined by grant deadlines, it was concluded that we would not be able to provide the information in the necessary timeframe. This has resulted in a delay in initiating the construction project and the need to apply for a design only grant in order to provide the FAA with an updated design plan for the project.

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

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:
4. Transportation infrastructure that serves the needs of the community.

Action Item:
15. Initiate the construction improvements at the Turlock Municipal Airport.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Federal Aviation Administration (FAA) requires the Sponsor (City of Turlock) to contribute 10% in matching funds toward the grant project. The total design project cost is calculated at $149,510 resulting in a match of $14,951. The City intends to fund the match with Airport Enterprise Funds.

The Federal grant request is $134,559 and if awarded, funds will be accounted for on a reimbursement basis into Fund 401 "Airport Administration" in Fiscal Year 2016-17.

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of CEQA in accordance with Section 15301 (Exiting Facilities). The improvements being made are to upgrade the facility to existing FAA safety standards and will not increase the capacity of the airport or allow the airport to operate a different mix of aircraft.

The project qualifies for a Categorical Exclusion from NEPA according to FAA order 1050.1E Chapter 3. 310, Categorical Exclusions for Facility Siting, Construction and Maintenance, (310e). The project meets the requirements of FAA Order 1050.1E paragraph 310(e) as it is Federal financial assistance for the widening of the existing runway as well as all electrical upgrades within the existing airport site. This project will not create environmental impacts outside of the airport or launch facility property.

7. ALTERNATIVES:

A). City Council may not approve this request. Staff does not recommend this action because this could curtail future development opportunities at the Turlock Municipal Airport.

A.I.P. APPLICATION

For

Widening Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ; Upgrade of Runway Lighting to MIRL (LED); Airfield Signage (LED) and Markings; Construct Airfield Lighting Vault; Upgrade Airfield Electrical Infrastructure – Design Only

FY 2016

TURLOCK MUNICIPAL AIRPORT

Submitted To The

Federal Aviation Administration

By The

CITY OF TURLOCK, CALIFORNIA

April 2016

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	- Select One -
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:

4. Application Identifier:

5a. Federal Entity Identifier:

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Turlock

* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000445

*c. Organizational DUNS: 07-879-2496

d. Address:

* Street1: 156 South Broadway, Suite 230
Street 2:
* City: Turlock
County: Stanislaus
* State: California
Province:
Country:
*Zip/ Postal Code: 95380

e. Organizational Unit:

Department Name: Parks, Recreation and Public Facilities

Division Name: N/A

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
First Name: Allison
Middle Name:
* Last Name: Van Guilder
Suffix:

Title: Director

Organizational Affiliation: City of Turlock, Parks, Recreation and Public Facilities

* Telephone Number: (209) 668-5594
Fax Number: (209) 668-5619

* Email: AVanguilder@turlock.ca.us

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Turlock and areas of Stanislaus and Merced Counties served by Airport.

* 15. Descriptive Title of Applicant's Project:

Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ including new Drainage Structures; Upgrade of Runway Lighting to MIRL (LED); Install Airfield Signage (LED) and Markings; Construct Airfield Lighting Vault; Install Regulator, Service Panel and Controls; Upgrade Airfield Electrical Infrastructure including new Electrical Service, and Cable in Conduit - (Design Only)

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-018 *b. Program/Project: CA-018

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2016 *b. End Date: 12/31/2016

18. Estimated Funding ($):

*a. Federal	140,618.00
*b. Applicant	8,593.00
*c. State	7,031.00
*d. Local	0
*e. Other	0
*f. Program Income	0.00
*g. TOTAL	156,242.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Gary

Middle Name: R.

*Last Name: Hampton

Suffix:

*Title: City Manager

*Telephone Number: (209) 688-5540 Fax Number: (209) 668-5619

* Email: ghampton@turlock.ca.us

*Signature of Authorized Representative: *Date Signed:

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☑ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☑ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☑ Yes ☐ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐ Yes ☑ No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? ☐ Yes ☑ No	Check one: State ☐ Local ☐ Regional ☐ Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☑ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☑ No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☑ No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☑ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☑ No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

According to the General Plan for the City of Turlock (adopted 2012), Guiding Policy 5.5-b ensures compatible land uses with the Turlock Municipal Airport and maintain compatibility of Turlock Municipal Airport operations with development in the surrounding area.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

This project is reasonably consistent with plans of the local agencies located in the area in the vicinity of the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Sponsor has given fair consideration to the interest of communities where the project is located.

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

The Sponsor has undertaken reasonable consultations with the affected parties using the Turlock Municipal Airport.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The sponsor holds title, in fee, to all land outlined in Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

None

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout: N/A

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$ 5,232.00
2. Preliminary expense			1,500.00
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			149,510.00
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			156,242.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			156,242.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			156,242.00
20. Federal Share requested of Line 19			140,618.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			140,618.00
23. Grantee share			8,593.00
24. Other shares			7,031.00
25. Total Project (Lines 22, 23 & 24)	$	$	$ 156,242.00

SECTION C – EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	
a. Securities	$ 8,593.00
b. Mortgages	0.00
c. Appropriations (By Applicant)	0.00
d. Bonds	0.00
e. Tax Levies	0.00
f. Non Cash	0.00
g. Other (Explain)	0.00
h. TOTAL - Grantee share	8,593.00
28. Other Shares	
a. State	7031
b. Other	0.00
c. Total Other Shares	7,031.00
29. **TOTAL**	$ 15,324.00

SECTION E – REMARKS

1. There has been no change in the Exhibit "A" on file.
2. Previously completed plans and specifications are available upon request.

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ: Airfield Elec.& Lighting Upgrades

AIRPORT : Turlock Municipal Airport (O15)

1. Objective:

The City of Turlock is requesting Federal Assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport. The project consists of the following: Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ including new Drainage Structures; Upgrade of Runway Lighting to MIRL (LED); Install Airfield Signage (LED) and Markings; Construct Airfield Lighting Vault; Install Regulator, Service Panel and Controls; Upgrade Airfield Electrical Infrastructure including new Electrical Service, and Cable in Conduit - Design Only

Because the design was completed in 2010 it needs to be updated to comply with current FAA design/construction specifications.

2. Benefits Anticipated:

Runway 12/30 is currently 50 feet wide x 2,985 feet long. The runway does not meet the FAA's runway design standards of 60 feet in width as specified in FAA Advisory Circular (AC) 150/5300-13 A, Appendix 7 – Runway Design Standards Matrix, Table A7-1. Upon completion of the project the widened runway will meet FAA design standards, insure drainage of the RSA/OFA and RPZ areas comply with drainage requirements and by upgrading the outdated and failure prone airfield electrical and lighting equipment, will provide a safer and more secure environment for the airport's electrical system and equipment

In complying with FAA design standards this project will provide a safer environment for the aeronautical users of the airport as required by Airport Sponsor Grant Assurance No. 19.

3. Approach: (See approved Scope of Work in Final Application)

The project will be designed in accordance with FAA guidlines and specifications.

4. Geographic Location:

Turlock Municipal Airport located in Merced County, California

5. If Applicable, Provide Additional Information:

See attached Supplemental Program Narrative

6. Sponsor's Representative: (include address & telephone number)

Allison Van Guilder
Parks, Recreation and Public Facilities Director
City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380

PART IV
SUPPLEMETAL PROGRAM NARRATIVE

Project Title

Widen Runway 12/30 to 60' and Airfield Electrical Upgrades

Project Description

The purpose and need for the proposed project is to widen Runway 12/30 from 50' to 60' to meet FAA design standards, upgrade the airfield lighting and airfield electrical infrastructure. The project includes the following improvements: widen the runway, construct grading and drainage improvements to the RSA/RPZ to promote adequate drainage and rehabilitate pavements; upgrade the runway lighting system from low intensity stake mounted lights with direct burial cable to standard Medium Intensity Runway Lighting (MIRL) with light bases and cable installed in conduit to prevent damage from rodents; installation of airfield guidance signage and markings; and upgrading the airport electrical utility infrastructure, including construction of a new airfield electrical service, electrical vault, regulator(s), panels and controls, due to age and condition. These improvements will enhance the safety of the airport.

Following are brief descriptions of the major project elements:

1. **Paving** (See attached drawing #1) – The runway is currently 2,985' long and 50' wide. The proposed project will widen the runway to 60' by milling 3" of the asphalt surface, adding 10' to the northeast side of the runway and overlaying the entire surface with 3" (approximately 3,300 tons) of new asphalt. The project will include constructing 10' wide shoulders with a stabilized surface consisting of millings on either side of the runway. New airfield markings are also included in the paving element.

   Estimated Cost: $778,000

2. **Grading and Drainage** (See attached drawings #2 and #3) – Areas within and proximate to the RSA's, OFA's and RPZ's will be graded and drainage pipe and structures installed to improve existing drainage conditions and to comply with recommendations contained in the Airport Drainage Study prepared by Tartaglia Engineering. This work will also insure that the transverse and longitudinal grades/slopes of these areas comply with AC 150/5300-13A (Change 1) design requirements.

   Grading will take place primarily in the RSA and RPZ areas off the ends of the runway and on the northeast side of the runway extending approximately to the OFA (+/- 10') to accommodate construction of a new drainage channel (swale) approximately 3,200' in length. This work will promote drainage and minimize standing water due to the flat terrain. The grading encompasses and area of approximately 60,000 sy.

Estimated Cost: $287,000

Drainage work will include the installation of runway edge drains, the new drainage swale, and a new catch basin to be located approximately 900 feet east of the approach end of Runway 12. The catch basin will connect to the existing storm drain system via 328' of 24" RGRCP pipe.

The eastern end of the swale will connect to a new drywell to prevent ponding in the Runway 30 RSA and RPZ. The dry well will be located approximately 100 feet east of the approach end of Runway 30 and will be constructed per the City of Turlock specifications. The area will be graded to drain into the drywell.

Estimated Cost: $172,500

3. **Airfield Electrical Upgrades** (See attached drawing #4) – This element of the project includes upgrading of the runway lighting system, airfield guidance signage electrical utility infrastructure including construction of a new airfield electrical vault, regulator(s), electrical service, conduit and cable.

   Runway lighting will be upgraded from Low Intensity stake mounted lights with direct burial cable to standard Medium Intensity Runway Lighting (MIRL) with cable in conduit and base mounted lights. Three new airfield guidance signs are included in the lighting work. All light fixtures will use LED technology to conserve energy.

   Estimated Cost: $215,000

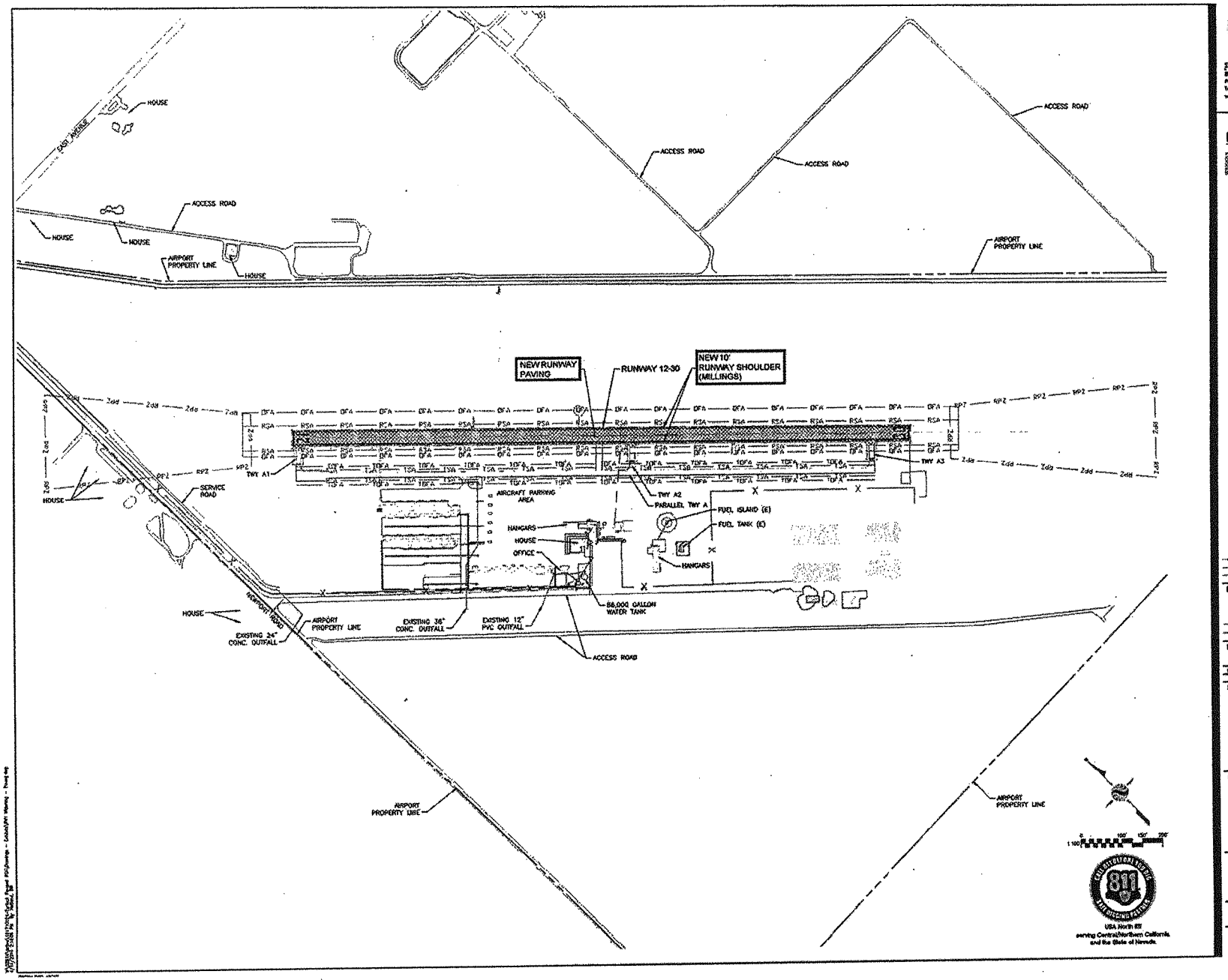
   The existing airfield electrical panel is mounted to the exterior of the terminal building. A new airfield electrical vault will be installed that will provide a more safe and secure environment for the airport's electrical system and equipment.

   Equipment to be installed in the airfield electrical vault includes a constant current regulator, lighting controls and cabinet.

   Estimated Cost: $110,000 (Vault and Equipment)

   A new electrical service will replace the existing overhead line feeding the airfield lighting panel and all new electrical cable will be installed in PVC conduit. Approximately 8,000 lf of cable, conduit and trenches will be constructed in accordance with FAA Advisory Circular (AC) 150/5370-10G (or most recent edition). Trenches will contain a select, noncorrosive, granular, easily compacted bedding material as specified in the Geotechnical Engineering Report prepared by Earth Systems Pacific, and the and the City of Turlock construction standards.

   Estimated Cost: $357,000



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LEGEND

PAVING LIMITS INCLUDING 10' SHOULDERS (MILLINGS)

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: EPT Wildcats-Paintpalling	WEP	MK	SH	160414
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

Seal

Client/Project

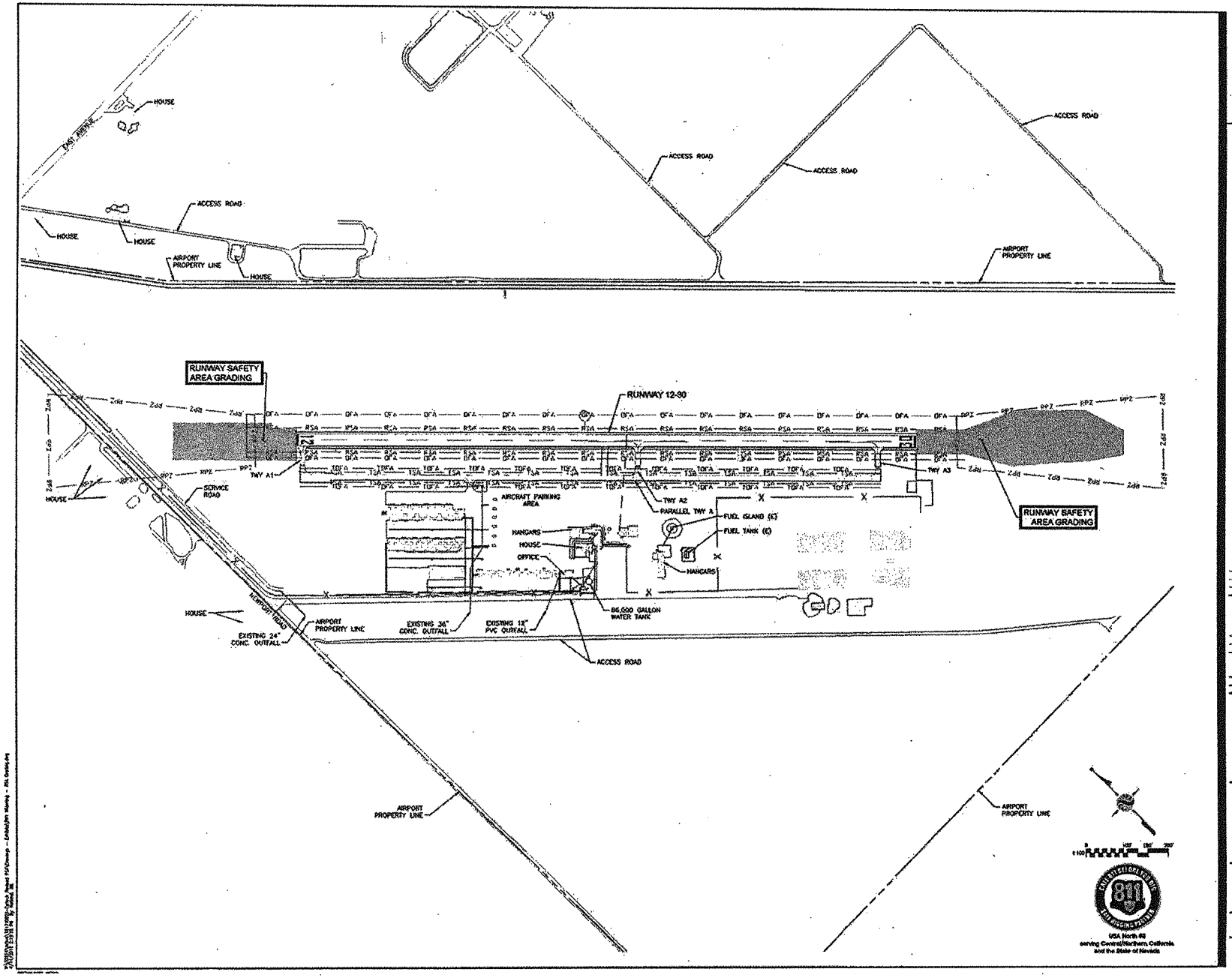
TURLOCK MUNICIPAL AIRPORT

Turlock, Merced County, California

Title

PAVING

Project No.	Scale	
181710021	AS NOTED	
Drawing No.	Sheet	Revision
1	1 of 4	0



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LEGEND

RUNWAY SAFETY AREA GRADING

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: RWY Widening - RSA Grading.dwg	MBH	MIE	BH	16.04.14
	Dwn	Chkd	Dsgn	YY.MM.DD

Seal

Client/Project

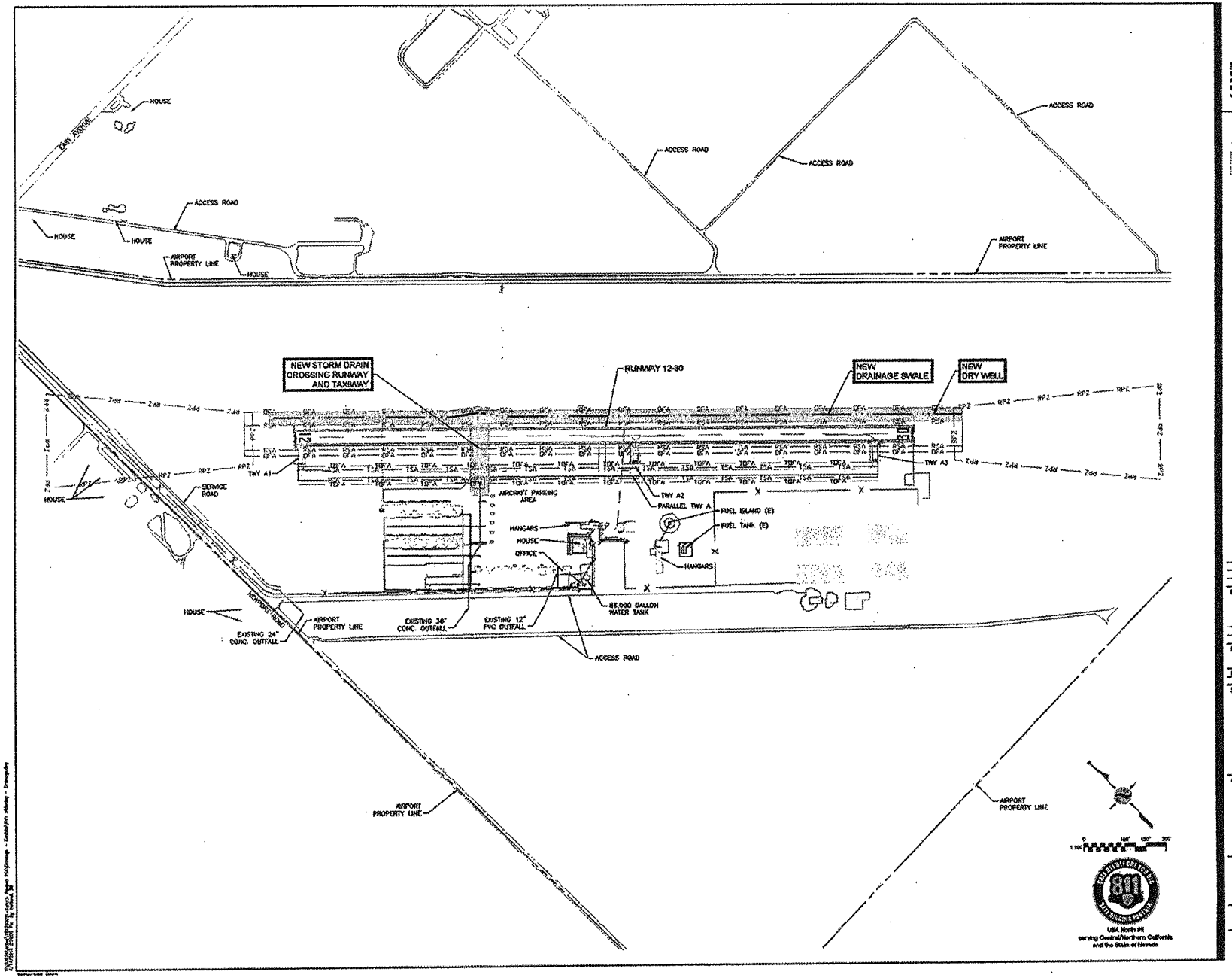
TURLOCK MUNICIPAL AIRPORT

Turlock, Merced County, California

Title

RUNWAY SAFETY AREA GRADING

Project No.	Scale	
161710021	AS NOTED	
Drawing No.	Sheet	Revision
2	2 of 4	0



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LEGEND

AIRFIELD DRAINAGE IMPROVEMENTS

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: 8311 Watering - Drainage.dwg	WBI	NIK	BH	NEOLM
	Dwn	Chkd.	Dsgn.	YY.MM.DD

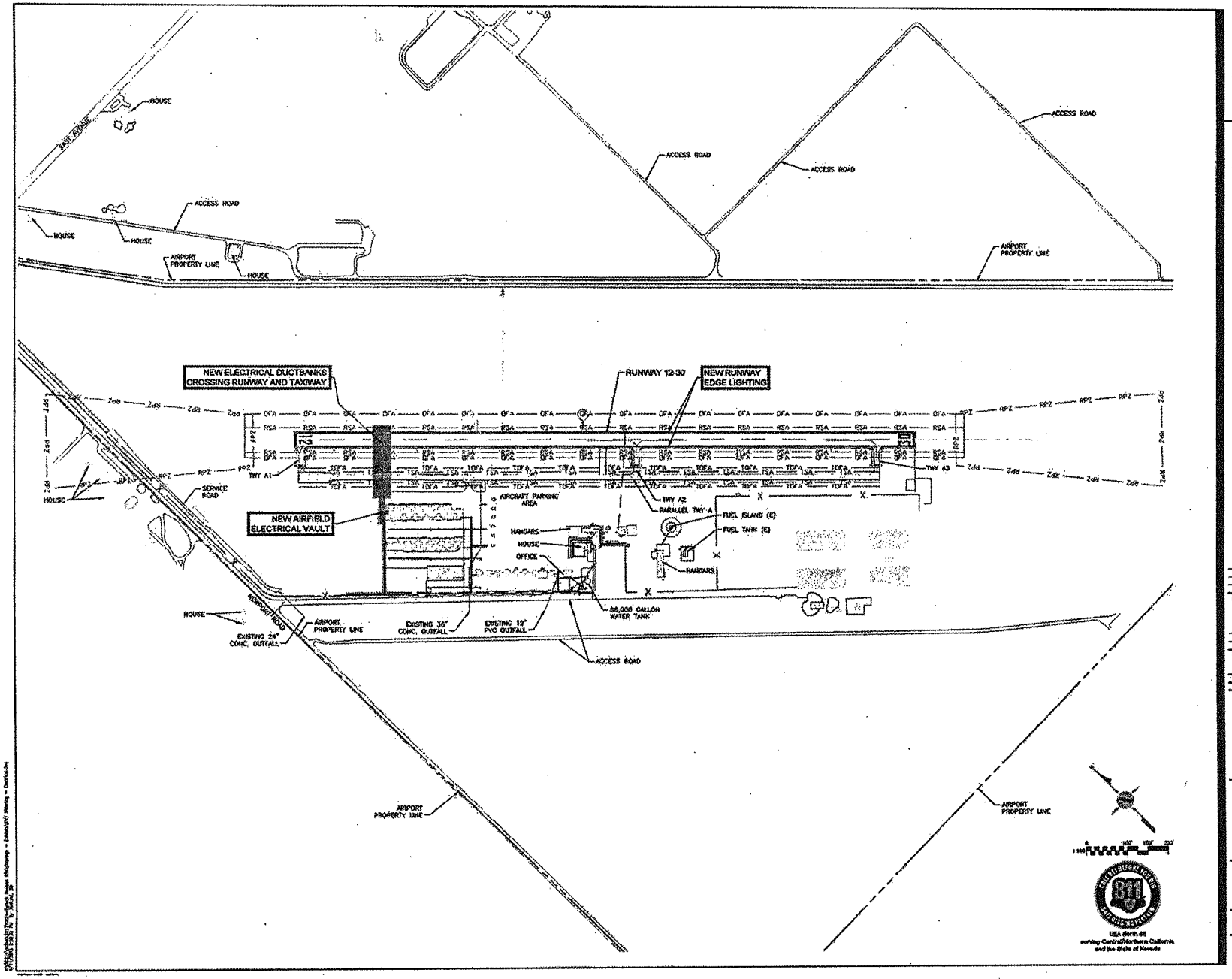
Seal

Client/Project
TURLOCK MUNICIPAL AIRPORT

Turlock, Merced County, California

Title
AIRFIELD DRAINAGE IMPORVEMENTS

Project No.	Scale	
181710021	AS NOTED	
Drawing No.	Sheet	Revision
3	3 of 4	0



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LEGEND

AIRFIELD ELECTRICAL IMPROVEMENTS

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: EMT Widening - Electrical.dwg	MSH	MR	SH	14.04.14
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

Seal

Client/Project
TURLOCK MUNICIPAL AIRPORT

Turlock, Merced County, California

Title
AIRFIELD ELECTRICAL IMPROVEMENTS

Project No.	Scale	
181710021	AS NOTED	
Drawing No.	Sheet	Revision
4	4 of 4	0

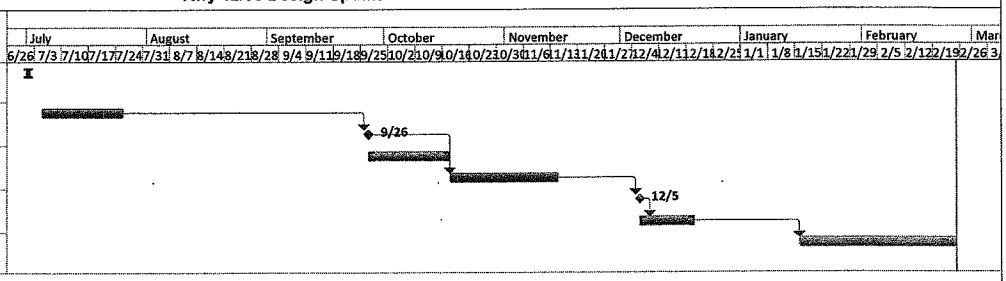
TURLOCK MUNICIPAL AIRPORT
FY 2016 GRANT APPLICATION

Project	Qty	Total Cost	FAA Share	Caltrans Share	COT Share
1.Widen Runwy 12/30 to 60'					
A. Update/Revise Design (Widen Rwy;Grading/Drainage Improvements, Airfield Electrical	LS	$149,510	$134,559	$ 6,728	$ 8,223
B. Sponsor Project/Grant Administration	LS	$ 6,732	$ 6,059	$ 303	$ 370
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$156,242	**$140,618**	**$ 7,031**	**$ 8,593**

Prepare By:
Stantec Consulting Services Inc.4/19/2016

EXHIBIT "E"
Draft Schedule
Turlock Municipal Airport
Rwy 12/30 Design Update

ID	Task Name	Duration	Start
1	**Notice to Proceed - Design**	1 day	Fri 7/1/16
2	Preliminary Design	15 days	Tue 7/5/16
3	Design - 30%	45 days	Tue 7/26/16
4	30% Design Review - COT/FAA	15 days	Tue 9/27/16
5	Design (100%)	20 days	Tue 10/18/16
6	100% Design Review - COT/FAA	15 days	Tue 11/15/16
7	Final Design - Sealed Documents	10 days	Tue 12/6/16
8	**Bid Advertisement**	30 days	Mon 1/16/17



Project: Turlock Design Draft Schedule
Date: Thu 4/21/16

Task		External Tasks		Manual Task		Finish-only	
Split		External Milestone		Duration-only		Deadline	
Milestone		Inactive Task		Manual Summary Rollup		Progress	
Summary		Inactive Milestone		Manual Summary			
Project Summary		Inactive Summary		Start-only			

Prepared by:
Stantec Consulting Services Inc.

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Turlock**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1) Describes the requests;

2) Provides an explanation as to why the requests could not be accommodated; and

3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

STANDARD DOT TITLE VI ASSURANCES

The City of Turlock, (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Turlock
(Sponsor)

_____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents shall certify and disclose accordingly.

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

Signed _____ Date _____

Title City Manager

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Turlock Municipal Airport

LOCATION: Turlock, California

AIP PROJECT NO.:

STATEMENTS APPLICABLE TO THIS PROJECT:

☒ **a. INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near Turlock Municipal Airport.

☒ **b. THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c. FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Turlock Municipal Airport, and they have been informed regarding the scope and nature of this project.

☒ **d. THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: City Manager

SPONSORING AGENCY: City of Turlock

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for non-acceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

STATEMENTS

1. **Consultation with Users.** In making a decision to undertake this project, we have undertaken reasonable consultations with affected parties using the airport at which the project is proposed.

2. **Opposition**. As pertaining to Section 509(b)(1)(A), (4), (5), (6) and (7) of the Act, there has been no opposition, either expressly or by proposed revision of the project, by any Federal, state or local government agency or by any person other than one of those agencies.

3. **National Flood Insurance Program.** For projects which include eligible buildings or equipment and the area in which the building will be constructed or the equipment housed is identified by HUD as having a special flood hazard, we are participating in the National Flood Insurance Program.

4. **Intergovernmental review of Federal Program.** This application was submitted to the State Clearing House for review on _____.

5. **Pavement Maintenance Management Program.** As per Grant Assurance #11, we are currently complying with the requirements set forth in Public Law 103-305, Section 107, regarding the implementation of an effective pavement maintenance management program. Details of our program and relevant documentation are available upon request. PMMP last updated on **N/A** .

An updated **N/A** , dated **N/A** is submitted for land projects or if airport property interests have changed since the last federally-funded project.

OR

N/A to Exhibit "A" Airport Property Map. Project is construction or equipment only. There have been **N/A** since Exhibit "A" Airport Property Map dated **N/A**.

_____ _____

Gary R. Hampton Date

Title City Manager

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS

City of Turlock (Sponsor) | Turlock Municipal Airport (Airport) | (Project Number)

Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ: Airfield Elec.& Lighting Upgrades

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were ~~(will be)~~ made to ensure fair and open competition from a wide area of interest.	☒	☐	☐
2. Consultants were ~~(will be)~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3. A record of negotiations ~~has been~~ (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval ~~was~~ (will be) obtained from the FAA.	☒	☐	☐
5. The consultant services contracts ~~clearly establish~~ (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6. Costs associated with work ineligible for AIP funding ~~are~~ (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☒	☐	☐
7. Mandatory contact provisions for grant-assisted contracts have been ~~(will be)~~ included in consultant services contracts.	☒	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not ~~(will not be)~~ used.	☒	☐	☐
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was ~~(will be)~~ specifically described in the advertisement, and future work will not be initiated beyond five years.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Gary R. Hampton

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS

City of Turlock (Sponsor) | Turlock Municipal Airport (Airport) | (Project Number)

Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ: Airfield Elec.& Lighting Upgrades

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications ~~were~~ (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☒	☐	☐
2. Specifications for the procurement of equipment ~~are not~~ (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	☒	☐	☐
3. The development ~~included~~ (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	☒	☐	☐
4. Development that is ineligible for AIP funding ~~has been~~ (will be) omitted from the plans and specifications.	☒	☐	☐
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 ~~are~~ (will be) included in the project specifications.	☒	☐	☐
6. If a value engineering clause is incorporated into the contract, concurrence ~~was~~ (will be) obtained from the FAA.	☒	☐	☐
7. The plans and specifications ~~incorporate~~ (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	☒	☐	☐

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 ~~have been~~ (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	☒	☐	☐
9. The project ~~was~~ (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Gary R. Hampton
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
EQUIPMENT/CONSTRUCTION CONTRACTS

City of Turlock (Sponsor) Turlock Municipal Airport (Airport) (Project Number)

Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ: Airfield Elec.& Lighting Upgrades

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct ~~is~~ (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☒	☐	☐
2. Qualified personnel ~~are~~ (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☒	☐	☐
3. The procurement ~~was~~ (will be) publicly advertised using the competitive sealed bid method of procurement.	☒	☐	☐
4. The bid solicitation clearly and accurately ~~describes~~ (will describe):			
a. The current Federal wage rate determination for all construction projects, and	☒	☐	☐
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence ~~was~~ (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	☒	☐	☐
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding $100,000 ~~require~~ (will require) the following provisions: a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent; b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contact terms; and c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.	☒	☐	☐
7. All construction contracts ~~contain~~ (will contain) provisions for: a. Compliance with the Copeland "Anti-Kick Back" Act, and b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	☒	☐	☐
8. All construction contracts exceeding $2,000 ~~contain~~ (will contain) the following provisions: a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.	☒	☐	☐
9. All construction contracts exceeding $10,000 ~~contain~~ (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☒	☐	☐
10. All contracts and subcontracts ~~contain~~ (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☒	☐	☐
11. Appropriate checks ~~have been~~ (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Gary R. Hampton
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
REAL PROPERTY ACQUISITION

City of Turlock	Turlock Municipal Airport	
(Sponsor)	*(Airport)*	*(Project Number)*

Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ: Airfield Elec.& Lighting Upgrades

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	☐	☐	☒
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	☐	☐	☒
3. If property for airport development is (will be) leased, the following conditions have been met: **a.** The term is for 20 years or the useful life of the project, **b.** The lessor is a public agency, and **c.** The lease contains no provisions that prevent full compliance with the grant agreement.	☐	☐	☒
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	☐	☐	☒
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	☐	☐	☒
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: **a.** The right of flight, **b.** The right of ingress and egress to remove obstructions, and **c.** The right to restrict the establishment of future obstructions.	☐	☐	☒

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following: a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.	☐	☐	☒
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	☐	☐	☒
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	☐	☐	☒
10. Effort was (will be) made to acquire each property through the following negotiation procedures: a. No coercive action to induce agreement, and b. Supporting documents for settlements included in the project files.	☐	☐	☒
11. If a negotiated settlement is not reached, the following procedures were (will be) used: a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and b. Supporting documents for awards included in the project files.	☐	☐	☒
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	☐	☐	☒
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Gary R. Hampton
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Turlock	Turlock Municipal Airport	
(Sponsor)	*(Airport)*	*(Project Number)*

Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ: Airfield Elec.& Lighting Upgrades

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing ~~were~~ (will be) determined to be qualified as well as competent to perform the work.	☒	☐	☐
2. Daily construction records ~~were~~ (will be) kept by the resident engineer/construction inspector as follows: a. Work in progress, b. Quality and quantity of materials delivered, c. Test locations and results, d. Instructions provided the contractor, e. Weather conditions, f. Equipment use, g. Labor requirements, h. Safety problems, and i. Changes required.	☒	☐	☐
3. Weekly payroll records and statements of compliance ~~were~~ (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	☒	☐	☐
4. Complaints regarding the mandated Federal provisions set forth in the contract documents ~~have been~~ (will be) submitted to the FAA.	☒	☐	☐
5. All tests specified in the plans and specifications ~~were~~ (will be) performed and the test results documented as well as made available to the FAA.	☒	☐	☐
6. For any test results outside of allowable tolerances, appropriate corrective actions ~~were~~ (will be) taken.	☒	☐	☐

	Yes	No	N/A
7. Payments to the contractor ~~were~~ (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	☒	☐	☐
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project ~~was~~ (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	☒	☐	☐
9. A final project inspection ~~was~~ (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	☒	☐	☐
10. Work in the grant agreement ~~was~~ (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	☒	☐	☐
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan ~~have been~~ (will be) submitted to the FAA.	☒	☐	☐
12. Applicable close out financial reports ~~have been~~ (will be) submitted to the FAA.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Gary R. Hampton
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE

City of Turlock (Sponsor) | Turlock Municipal Airport (Airport) | _____ (Project Number)

Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ: Airfield Elec.& Lighting Upgrades

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (~~will be~~) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been (~~will be~~) established to inform employees about: **a.** The dangers of drug abuse in the workplace; **b.** The sponsor's policy of maintaining a drug-free workplace; **c.** Any available drug counseling, rehabilitation, and employee assistance programs; and **d.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☒	☐	☐
3. Each employee to be engaged in the performance of the work ~~has been~~ (will be) given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees ~~have been~~ (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: **a.** Abide by the terms of the statement; and **b.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.	☒	☐	☐
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	☒	☐	☐
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☒	☐	☐

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Gary R. Hampton
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE TURLOCK MUNICIPAL AIRPORT WIDEN RUNWAY 12/30 TO 60' AND AIRFIELD ELECTRICAL UPGRADES DESIGN PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND DETERMINING THE PROJECT IS CATEGORICALLY EXCLUDED FROM THE PROVISIONS OF THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) PURSUANT TO FEDERAL AVIATION ADMINISTRATION (FAA) ORDER 1050.1E CHAPTER 3. 310 FOR FACILITY SITING, CONSTRUCTION AND MAINTENANCE, (310e)	}	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock is applying for a grant with the Federal Aviation Administration (FAA) to fund the Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project to improve the operation, safety and efficiency of the Turlock Municipal Airport; and

WHEREAS, the project will upgrade the existing facility to meet existing FAA safety standards, including the widening of the runway, but will not change the number or type of aircraft that can be accommodated by the airport; and

WHEREAS, the proposed project consists of repair, maintenance and minor alteration to the existing airport facility and the project will not result in any expansion of the existing use beyond the current use; and

WHEREAS, the FAA requires the City to make a NEPA and CEQA determination prior to authorizing funding, and

WHEREAS, the proposed amendments do not have the potential to cause a significant effect on the environment or to create environmental impacts outside of the airport property; and

WHEREAS, the City Council held a duly noticed public hearing on May 24, 2016, to solicit public comment and testimony regarding the environmental document and the project.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the City Council of the City of Turlock does hereby find and determine that the project is consistent with the Turlock General Plan and its Environmental Impact Report, and is exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities).

Section 2. That the City Council of the City of Turlock does hereby find and determine that the project is categorically excluded from the provisions of NEPA pursuant to FAA Order 1050.1E paragraph 310(e) as detailed in Appendix A. Documented Catex, Exhibit "A" attached to this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

APPENDIX A. DOCUMENTED CATEX

Airport sponsors should use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1E and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and consult with the FAA Environmental Protection Specialist about the type of information needed. Complete this form and send it with any supporting environmental resource documentation to the appropriate FAA Airports Division/District Office. The form and supporting documentation should be provided in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, to allow sufficient time for review. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

It is ultimately the sponsor's responsibility to ensure that all of the information necessary for the FAA to make an environmental determination is accurate and complete.

Name of Airport, LOC ID, and Location

Airport Name: Turlock Municipal Airport
Airport Address: 13604 Newport Rd., Ballico, CA 95303

Project Title

Widen Runway 12/30 to 60' and Airfield Electrical Upgrades

Provide a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, changing flight procedures, and designating or developing haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

See Attached Project Description and Exhibits.

Provide a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding the airport property.

Click here to enter text.

Identify the appropriate CATEX paragraph(s) from Order 1050.1E (paragraph 307-312) or 5050.4B (tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

The project meets the criteria of FAA Order 1050.1F, Chapter 5, paragraph 5-6.3.b and g, and paragraph 5-6.4.e and l. Also FAA Order 5050.4B, Table 6.2, citations 309b, 310e and 310l are applicable.

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1E,

5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Indicate whether or not there would be any effects under the particular resource topic and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

304a. National Historic Preservation Act (NHPA) resources

Projects that have the potential to cause effects on historic properties require a Section 106 finding in order to meet the requirements of the NHPA regardless of the type of NEPA document being completed. Check with your local Airports Division/District Office to determine if a Section 106 finding is required. Consultation with the State Historic Preservation Officer/Tribal Historic Preservation Officer (SHPO/THPO) may be required, and should be conducted through the FAA.

	YES	NO
Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein. Click here to enter text if necessary	☐	☒
Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects. Click here to enter text if necessary	☐	☒
Is the project area previously undisturbed? If yes, provide more information. Click here to enter text if necessary	☐	☒
Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO may be required. Click here to enter text if necessary	☐	☒

304b. Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1E) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance. Click here to enter text if necessary	☐	☒
Will project construction or operation directly or constructively "use" any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See Desk Reference Chapter 7. Click here to enter text if necessary	☐	☒
Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties. Click here to enter text if necessary	☐	☒

304c. Natural, Ecological, or Scenic Resources

This section covers a broad range of categories from farmlands to endangered species to coastal resources to wild and scenic rivers. Items to consider include:

Coastal Resources	YES	NO
Will the project occur in or impact a coastal zone as defined by the State's Coastal Zone Management Plan (CZMP)? If yes, discuss the project's consistency with the State's CZMP. Attach the consistency determination if applicable. Click here to enter text if necessary	☐	☒
Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service? Click here to enter text if necessary	☐	☒

Ecological Resources	**YES**	**NO**
Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle. Click here to enter text if necessary	☐	☒
Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat? If yes, consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated. Click here to enter text if necessary	☐	☒
Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize or mitigation impacts (such as timing windows determined in consultation with the USFWS). Click here to enter text if necessary	☐	☒
Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize or mitigate impacts. Click here to enter text if necessary	☐	☒
Does the project have the potential to impact fish habitat protected under the Magnuson-Stevens Act? If yes, after notifying the FAA and the airport sponsor will take the necessary consultation action. Actions may include preparing an Essential Fish Habitat assessment and consultation with the National Marine Fisheries Service. Describe any adverse impacts, and any conservation measures needed to avoid such impacts. Click here to enter text if necessary	☐	☒

Farmland	YES	NO
Is there prime, unique, state or locally important farmland in/near the project area? Describe any significant impacts from the project. Click here to enter text if necessary	☐	☒
Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006. Click here to enter text if necessary	☐	☒

Floodplains	YES	NO
Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation. Click here to enter text if necessary	☐	☒

Wetlands and Other Waters of the U.S.	YES	NO
Are there any wetlands or other waters of the U.S. in or near the project area? The Merced River is designated a Wild and Scenic River but is located more than 8 miles from the project site.	☐	☒
Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination. Click here to enter text if necessary	☐	☒
If a delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands. Click here to enter text if necessary	☒	☐
If yes, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact. Click here to enter text if necessary	☐	☒

Wetlands and Other Waters of the U.S.	YES	NO
Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit? Click here to enter text if necessary	☐	☒

Wild and Scenic Rivers	YES	NO
Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project? The Merced River is designated a Wild and Scenic River but is located more than 8 miles from the project site.	☐	☒
Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark? Click here to enter text if necessary	☐	☒

304d. Disruption of an Established Community

	YES	NO
Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community? Click here to enter text if necessary	☐	☒
Are residents or businesses being relocated as part of the project? Click here to enter text if necessary	☐	☒

Environmental Justice	YES	NO
Are there minority and/or low-income populations in/near the project area?	☐	☒
Will the project cause any disproportionately high and adverse impacts to minority and/or low-income populations? Attach census data if warranted. Click here to enter text if necessary	☐	☒

304e. Surface Transportation

	YES	NO
Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided?	☐	X
Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred. Click here to enter text if necessary	☐	X

304f. Noise

	YES	NO
Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix? Click here to enter text if necessary	☐	X
Will the project cause a change in airfield configuration, runway use, or flight patterns - either during construction or after the project is implemented? Upon completion of both phases, the runway width will increase from 50' to 60' to comply with FAA design standards.		X
Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations. Click here to enter text if necessary	☐	X
Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method? If yes, provide that documentation.	☐	X
Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour? Click here to enter text if necessary	☐	X

304g. Air Quality

	YES	NO
Is the project located in a Clean Air Act non-attainment or maintenance area?	X	☐
If yes, is it listed as exempt, presumed to conform, or will emissions (including construction emissions) from the project be below *de minimis* levels? (Provide the paragraph citation for the exemption or presumed to conform list below, if applicable.) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation. If exempt or "presumed to conform", skip the next two questions. The Project is located within an air basin designated "extreme" nonattainment area for federal 8-hour ozone standard and nonattainment for PM 2.5 (Source: San Joaquin Valley Air Pollution Control District, see Attachment 2). Because the project will not increase the capacity of the airport or allow the airport to operate a different mix of aircraft, no long-term increase in emissions is expected from the project. The Project will generate less than 10 tons per year of Ozone precursor emissions and will not generate additional PM 2.5. The project will not increase airside or surface vehicular activities. Therefore, the Project does not meet or exceed the project review thresholds established by the San Joaquin Valley Air Pollution Control District Rule 9510 (Indirect Source Review). The project qualifies as an "exempted action" under 40 C.F.R. Part 51.853(c)(2)(x) (Air Quality Conformity) (facilities will operate similar to current scope and operation). (Source: http://www.valleyair.orglrulesIcurmtruleslr951O.pdf)	X	
Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles? Click here to enter text if necessary	☐	X
Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendment of 1990? Click here to enter text if necessary	☐	X
Does the airport have 180,000 general aviation and air taxi operations or 1.3 million enplanements annually? If yes, an air quality analysis may be required if the project would result in a change in operations. Click here to enter text if necessary	☐	X

304h. Water Quality

Airport projects may cause water quality impacts due to their proximity to waterways. Airport related water quality impacts can occur from both point and non-point (stormwater runoff) sources.

	YES	NO
Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers, and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.). Click here to enter text if necessary	☐	X
Will the project impact any of the identified water resources? Describe any steps that will be taken to protect water resources during and after construction. The Project will not affect water quality including ground water , surface water bodies, or any public water supply systems. Any potential effects due to construction are required to be mitigated. The Project will be required to comply with the Regional Water Quality Control Board's NPDES General Permit for Discharges of Stormwater Runoff Associated with Construction Activity (General Construction Permit, 99-08-DWQ) . This permit requires the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for construction activities.	☐	X
Will the project increase the amount or rate of stormwater runoff? Describe any steps that will be taken to ensure it will not impact water quality. Click here to enter text if necessary	☐	X
Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts? Click here to enter text if necessary	☐	X
Are any permits required? If yes, list the appropriate permits. The project will be required to comply with the Regional Water Quality Board's NPDES General Permit for Discharges of Stormwater Runoff Associated with Construction Activity (General Construction Permit, 99-08-DWQ). This permit requires the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) for construction activities.	X	☐

304i. Highly Controversial on Environmental Grounds

	YES	NO
Is the project highly controversial? The term "highly controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action. Click here to enter text if necessary	☐	X

304j. Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located? Click here to enter text if necessary		X
Is the project incompatible with surrounding land uses? Click here to enter text if necessary	☐	X

304k. Lighting, Visual, Hazardous Materials, Construction Impacts, Etc.

Light Emissions and Visual Effects

Airport related lighting facilities and activities could affect surrounding light-sensitive areas such as homes, parks, recreation areas, etc. Visual affects deal broadly with the extent to which airport development contrasts with the existing environment/setting.

	YES	NO
Will the proposed project produce light emission impacts? The Project will add safety lighting however it is not expected to create a major source of light that will adversely affect adjacent residents. The nearest residence is located approximately 1,000 feet from the end of the runway. The Project is consistent with the Airport Master Plan adopted in 2008.	X	☐

	YES	NO
Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts? Click here to enter text if necessary	☐	X

Hazardous Materials

Federal, State, and local laws regulate hazardous materials use, storage, transport or disposal. Disrupting sites containing hazardous materials or contaminates may cause significant impacts to soil, surface water, groundwater, air quality, humans, wildlife, and the organisms using these resources. This category also includes solid waste and hazardous substances.

	YES	NO
Does the project involve or affect hazardous materials? Click here to enter text if necessary	☐	X
Will construction take place in an area that contains or previously contained hazardous materials? Record searches of the Regional Water Quality Control Board GEOTRACKER Program and the California Department of Toxic Substances and Control (DTSC) ENVIROSTOR show three inactive or closed cases on or near the project site. (See attachment 4)	X	
If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants? The Project is located on existing airport property and will not require the acquisition of any new land that may contain hazardous substances or be contaminated. Records searches of the Regional Water Quality Control Board GEOTRACKER Program and the California Department of Toxic Substances and Control (DTSC) ENVIROSTOR show three inactive or closed cases on or near the project site.	☐	X
Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled? The proposed project will result in minimal construction waste, which will be disposed of at a municipal solid waste landfill, specified by the City of Turlock. In addition, the contractor would operate in compliance with FAA General Provision 70-19.	X	☐

Construction

Construction may cause various environmental effects including, but not limited to, increases in dust, aircraft and heavy equipment emissions, stormwater runoff, spill/leaking petroleum, and noise.

	YES	NO
Will the project result in construction impacts, such as reducing local air quality, increase erosion, pollutant runoff, or noise, or disrupt local traffic patterns? If yes, describe measures to avoid and minimize construction impacts. During construction, it is likely that the runway will be intermittently closed to allow for the various tasks to be completed. Efforts will be made to inform airport users of these closures in advance and steps will be taken to minimize the length of the closures.	X	
Will the project create short term impacts? During construction it is likely that the runway will be intermittently closed to allow for the various tasks to be completed.	X	☐
Will the project result in long term/permanent impacts? Click here to enter text if necessary	☐	X

Energy Supply and Natural Resources	YES	NO
Will the project change energy requirements or use consumable natural resources? Click here to enter text if necessary		X
Will the project change aircraft/vehicle traffic patterns that could alter fuel usage? Click here to enter text if necessary	☐	X

Public Involvement

Through public participation, federal agencies disclose information about a proposed project and expected environmental effects. Many of the special purpose laws (National Historic Preservation Act, Clean Water Act, etc.) require public notice and the opportunity for public involvement.

	YES	NO
Was there any public notification or involvement? If yes, provide documentation. Click here to enter text if necessary	☐	X

Indirect/Secondary/Induced Impacts

Indirect/Secondary/Induced Impacts are caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable. They may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air and water and other natural systems, including ecosystems.

	YES	NO
Will the project result in indirect/secondary/induced impacts? Click here to enter text if necessary	☐	X
When considered with other past, present, and reasonably foreseeable future projects, on or off airport property and regardless of funding source, would the proposed project result in a significant cumulative impact? Click here to enter text if necessary	☐	X

Permits

List any permits required for the proposed project that have not been previously discussed. Provide details on the status of permits.

None

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

No environmental commitments are required for this project to qualify for a CATEX, the project will not have an adverse effect on the environment.

Preparer Information

Point of Contact: Allison Van Guilder

Address: 144 S. Broadway

City: Turlock **State**: CA **ZIP code**: 95380

Phone Number: 209-668-5594 **Email Address**: avanguilder@turlock.ca.us

Signature: _____ Date: _____

Airport Sponsor Information and Certification
(may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact: Gary R. Hampton

Address: 156 S. Broadway

City: Turlock **State**: CA **ZIP code**: 95380

Phone Number: 209-668-5540 **Email Address**: ghampton@turlock.ca.us

Additional Name(s): Click here to enter text.

Additional Email Address(es): Click here to enter text.

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature: _____ Date: _____

FAA Decision

Having reviewed the above information, certified by the responsible airport official, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

☐ No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1E CATEX that applies)

☐ An Environmental Assessment (EA) is required.

☐ An Environmental Impact Statement (EIS) is required.

☐ The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Click here to enter text if necessary

Name: _____ Title: _____

Responsible FAA Official

Signature: _____ Date: _____

CATEX PROJECT DESCRIPTION

Project Title

Widen Runway 12/30 to 60' and Airfield Electrical Upgrades

Project Description

The purpose and need for the proposed project is to widen Runway 12/30 from 50' to 60' to meet FAA design standards, upgrade the airfield lighting and airfield electrical infrastructure. The project includes the following improvements: widen the runway, construct grading and drainage improvements to the RSA/RPZ to promote adequate drainage and rehabilitate pavements; upgrade the runway lighting system from low intensity stake mounted lights with direct burial cable to standard Medium Intensity Runway Lighting (MIRL) with light bases and cable installed in conduit to prevent damage from rodents; installation of airfield guidance signage and markings; and upgrading the airport electrical utility infrastructure, including construction of a new airfield electrical service, electrical vault, regulator(s), panels and controls, due to age and condition. These improvements will enhance the safety of the airport.

Following are brief descriptions of the major project elements:

1. **Paving** (See attached drawing #1) – The runway is currently 2,985' long and 50' wide. The proposed project will widen the runway to 60' by milling 3" of the asphalt surface, adding 10' to the northeast side of the runway and overlaying the entire surface with 3" (approximately 3,300 tons) of new asphalt. The project will include constructing 10' wide shoulders with a stabilized surface consisting of millings on either side of the runway. New airfield markings are also included in the paving element.

2. **Grading and Drainage** (See attached drawings #2 and #3) – Areas within and proximate to the RSA's, OFA's and RPZ's will be graded and drainage pipe and structures installed to improve existing drainage conditions and to comply with recommendations contained in the Airport Drainage Study prepared by Tartaglia Engineering.

   Grading will take place primarily in the RSA and RPZ areas off the ends of the runway and on the northeast side of the runway extending approximately to the OFA (+/- 10') to accommodate construction of a new drainage channel (swale) approximately 3,200' in length. This work will promote drainage and minimize standing water due to the flat terrain. The grading encompasses and area of approximately 60,000 sy.

   The size of the grading area is a result of:
   a. the import of excavated materials from the newly created swales for drainage purposes to be constructed parallel with the runway centerline for the full length of the runway, and;

b. the grading of existing flat or adversely graded RSA's at the ends of the runway that hold water, creating hazards. This grading work will improve the transverse and longitudinal grades/slopes of these areas to comply with AC 150/5300-13A design requirements.

The eastern end of the swale will connect to a new drywell to prevent ponding in the Runway 30 RSA and RPZ. The dry well will be located approximately100 feet east of the approach end of Runway 30 and will be constructed per the City of Turlock specifications. The area will be graded to drain into the drywell.

Besides the new drainage swale, other drainage work will include the installation of runway edge drains and a new catch basin to be located approximately 900 feet east of the approach end of Runway 12. The catch basin will connect to an existing storm drain system via 328' of 24" RGRCP pipe.

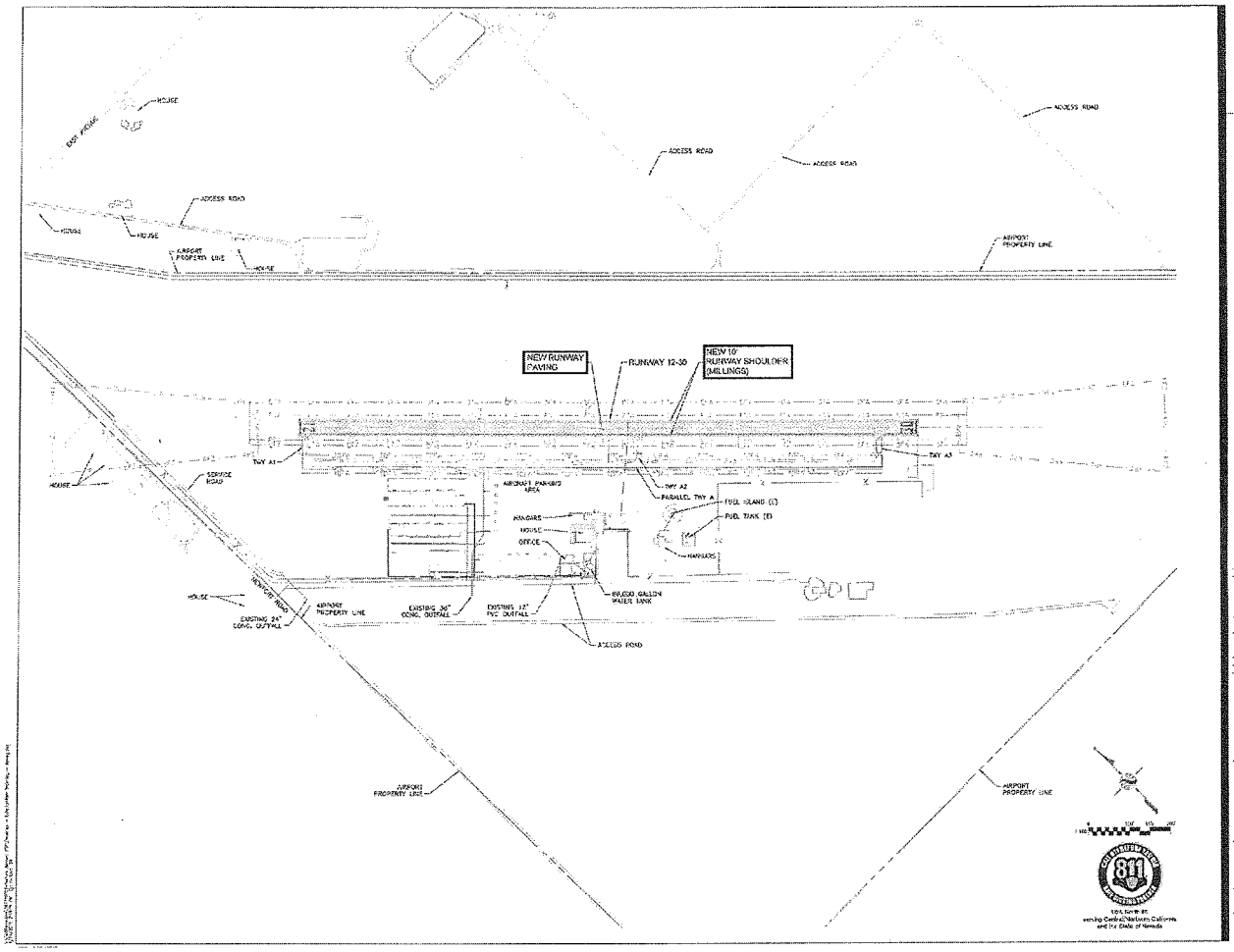
3. **Airfield Electrical Upgrades** (See attached drawing #4) – This element of the project includes upgrading of the runway lighting system, airfield guidance signage electrical utility infrastructure including construction of a new airfield electrical vault, regulator(s), electrical service, conduit and cable.

   Runway lighting will be upgraded from Low Intensity stake mounted lights with direct burial cable to standard Medium Intensity Runway Lighting (MIRL) with cable in conduit and base mounted lights. Three new airfield guidance signs are included in the lighting work. All light fixtures will use LED technology to conserve energy.

   The existing airfield electrical panel is mounted to the exterior of the terminal building. A new airfield electrical vault will be installed that will provide a more safe and secure environment for the airport's electrical system and equipment.

   Equipment to be installed in the airfield electrical vault includes a constant current regulator, lighting controls and cabinet.

   A new electrical service will replace the existing overhead line feeding the airfield lighting panel and all new electrical cable will be installed in PVC conduit. Approximately 8,000 lf of cable, conduit and trenches will be constructed in accordance with FAA Advisory Circular (AC) 150/5370-10G (or most recent edition). Trenches will contain a select, noncorrosive, granular, easily compacted bedding material as specified in the Geotechnical Engineering Report prepared by Earth Systems Pacific, and the and the City of Turlock construction standards.



Stantec

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LEGEND

PAVING UNDERCLOSING OF SHOULDERS (MILLINGS)

Revision	By	Appd.	Yr Mo Dd

Issued	By	Appd.	Yr Mo Dd

Ex. Issue	Dwn	Chkd	Dsgn	Yr Mo Dd

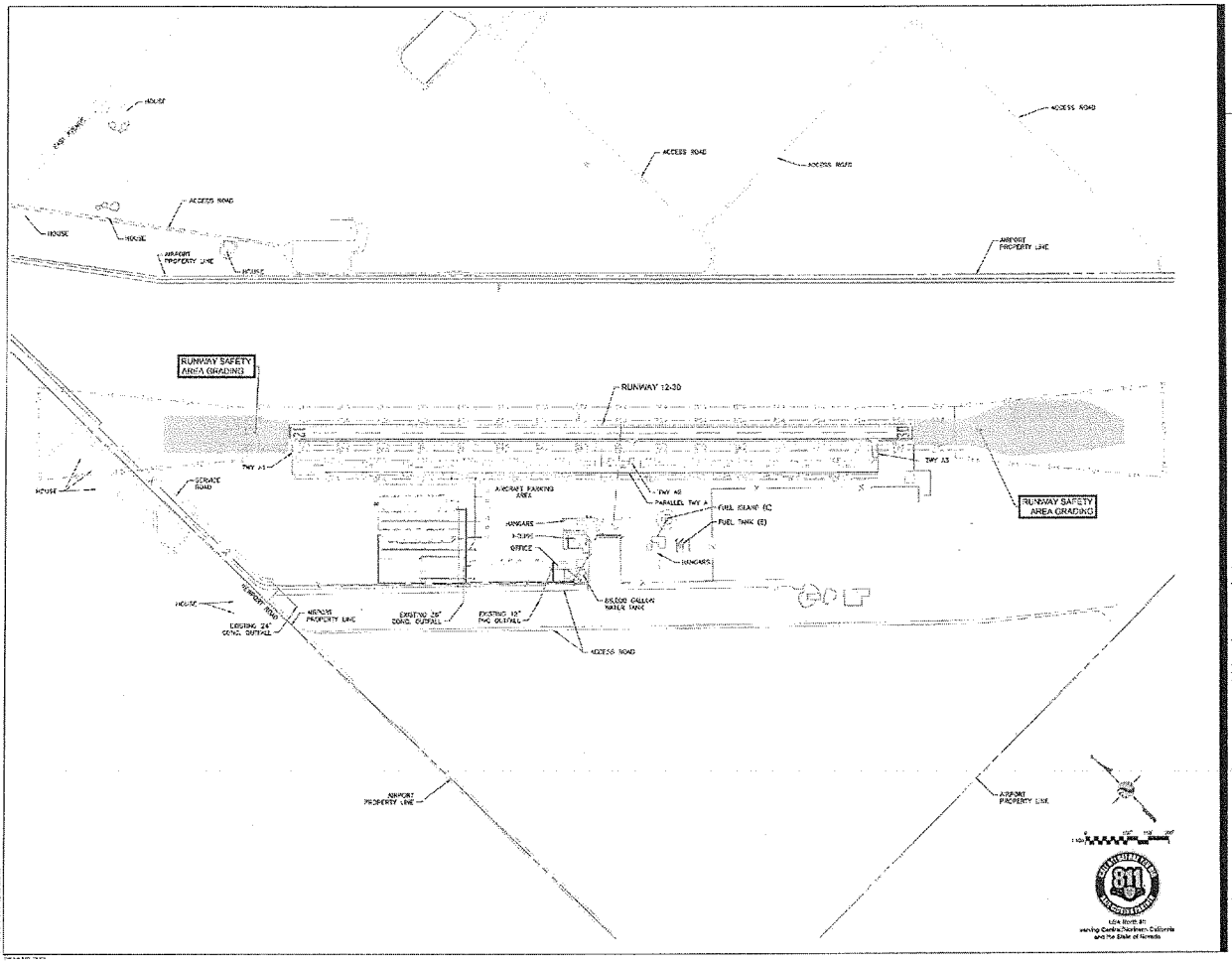
Seal

Client/Project
TURLOCK MUNICIPAL AIRPORT

Turlock, Merced County, California

Title
PAVING

Project No.	Scale	
161710021	AS NOTED	
Drawing No.	Sheet	Revision
1	1 of 4	0



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LEGEND

RUNWAY SAFETY AREA GRADING

Revision	By	Appr	[illegible]

Issued	By	Appr	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]
	Date	Chkd	Appr	[illegible]

Seal

Client/Project

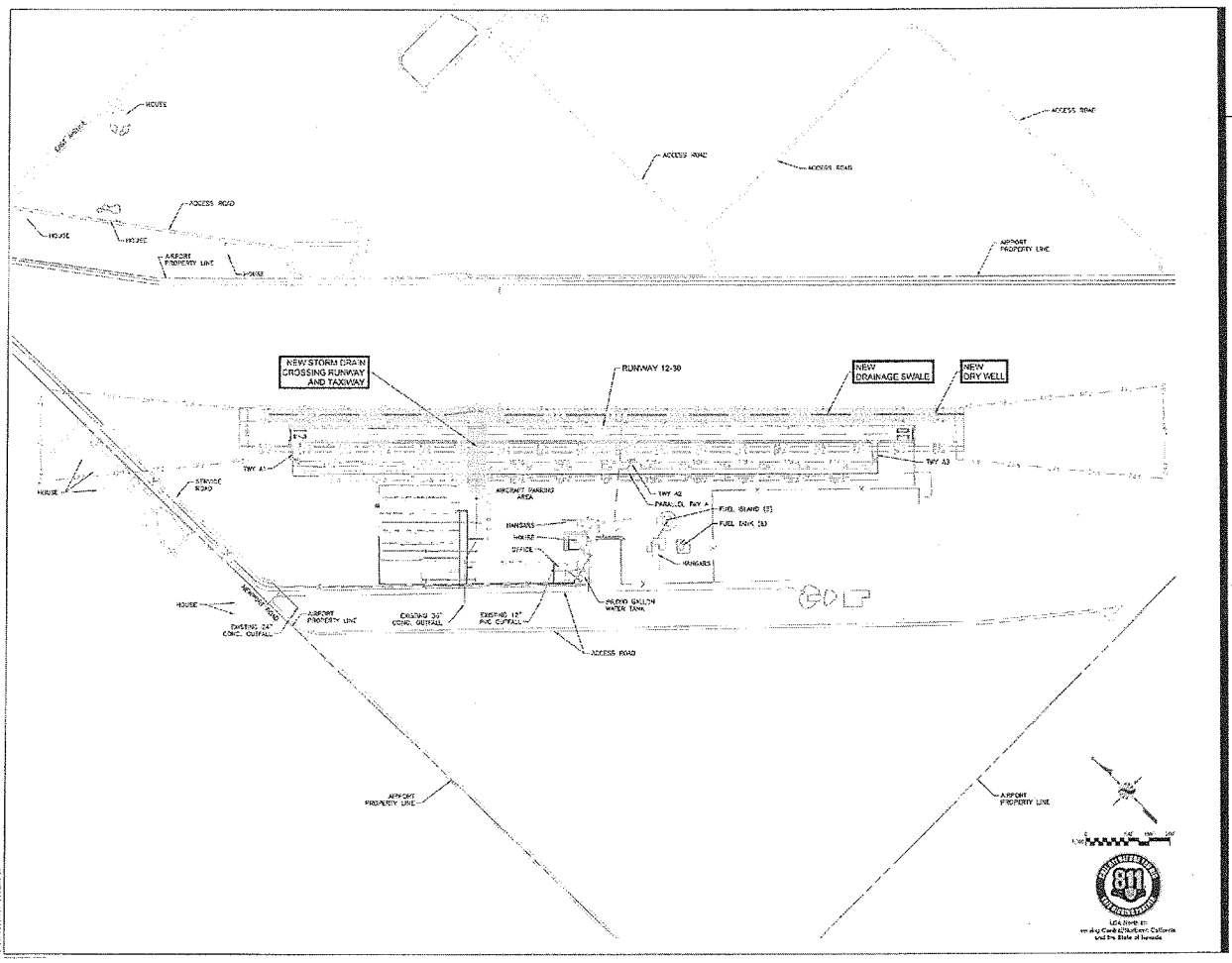
TURLOCK MUNICIPAL AIRPORT

Turlock, Merced County, California

Title

RUNWAY SAFETY AREA GRADING

Project No.	Scale	
161710021	AS NOTED	
Drawing No.	Sheet	Revision
2	2 of 4	0



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LEGEND

AIRFIELD DRAINAGE IMPROVEMENTS

Revision	By	Appd.	Yr.Mo.Dd

Issued	By	Appd.	Yr.Mo.Dd

File Name: Air Fieldwork Grandplanning	MGR.	Dwn.	Chkd.	Dsgn.	Dwn.

Seal

Client/Project

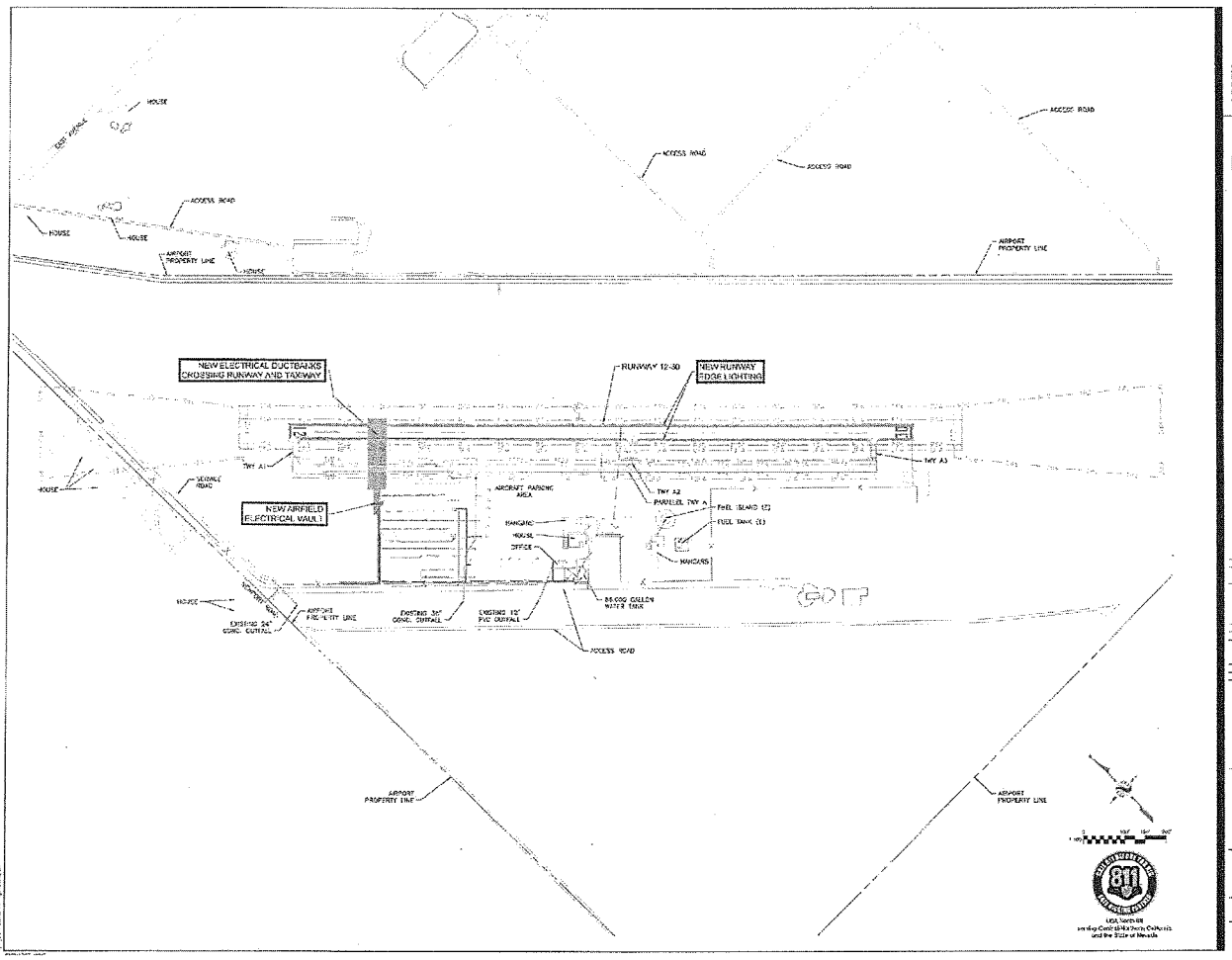
TURLOCK MUNICIPAL AIRPORT

Turlock, Mercedes County, California

Title

AIRFIELD DRAINAGE IMPORVEMENTS

Project No.	Scale	
181713201	AS NOTED	
Drawing No.	Sheet	Revision
3	3 of 4	0



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LEGEND

AIRFIELD ELECTRICAL IMPROVEMENTS

Revision | By | Appd | YY MM DD

Issued | By | Appd | YY MM DD

Seal

Client/Project

TURLOCK MUNICIPAL AIRPORT

Turlock, Merced County, California

Title

AIRFIELD ELECTRICAL IMPROVEMENTS

Project No	Scale
181710021	AS NOTED

Drawing No	Sheet	Revision
4	4 of 4	0

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE TURLOCK MUNICIPAL AIRPORT WIDEN RUNWAY 12/30 TO 60' AND AIRFIELD ELECTRICAL UPGRADES DESIGN PROJECT	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock is requesting federal assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport; and

WHEREAS, the purpose and need for the proposed design project is to widen Runway 12/30 from 50' to 60' to meet FAA design standards, upgrade the airfield lighting and airfield electrical infrastructure; and

WHEREAS, the design grant project will cost $149,510 and requires a 10% match in the amount of $14,951 which will be paid for with Airport Enterprise Funds.

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

1. Authorize the submittal of an application to the Federal Aviation Administration for the Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project; and

2. If awarded, authorize accepting an allocation of funds for the Federal Aviation Administration Grant for Fiscal Year 2016-17 and appropriating said funds to the appropriate revenue and expenditure accounts in Fund 410 "Airport"; and

3. If awarded, authorize the Mayor or City Manager to execute the Grant Agreement and all other documents necessary to accept grant funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of May, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8B

City Council Synopsis
May 24, 2016

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $75,000 to 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capital Facility Fees General Government" reserve balance to provide funds for a Sports & Recreation Facilities Prioritization and Feasibility Study

2. DISCUSSION OF ISSUE:

On February 9, 2016, the Turlock City Council approved an agreement for special services with The Sports Management Group for the purpose of developing a Sports & Recreation Facilities Prioritization and Feasibility Study in an amount not to exceed $75,000 from fund 305 "Capital Facilities Fee General Government". The purpose of the feasibility study is to evaluate the various public amenities currently identified in the General Plan (existing and future), to determine Turlock's future recreation facility needs. Once completed, the study will provide the City with a clearer understanding of the estimated costs for maintaining, constructing and operating each identified facility, as well as potential funding strategies.

At the time the agreement was approved, staff inadvertently omitted the appropriation of funds language and action from the staff report.

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

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

<u>Policy Goal #2:</u> Municipal Infrastructure

General Principles:
5. Safe, well designed and attractively maintained parks and facilities.

Action Item:
10. Complete the Recreation Feasibility Study.

Pom

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $75,000

Budget Amendment

Appropriation of funds to 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capital Facilities Fees General Government" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City Council may choose not to appropriate the funds. This is not recommended as the City Council has approved the agreement to do the Sports and Recreation Facilities Prioritization and Feasibility Study.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $75,000 TO 305-40-442.43731 "RECREATION FACILITIES PRIORITIZATION & FEASIBILITY STUDY" FROM FUND 305 "CAPITAL FACILITY FEES GENERAL GOVERNMENT" RESERVE BALANCE TO PROVIDE FUNDS FOR A SPORTS & RECREATION FACILITIES PRIORITIZATION AND FEASIBILITY STUDY	**RESOLUTION NO. 2016-**

WHEREAS, on February 9, 2016, the City Council approved the agreement with The Sports Management Group to provide a Sports & Recreation Facilities Prioritization and Feasibility Study to evaluate various public amenities currently identified in the General Plan; and

WHEREAS, the appropriation of $75,000 from Fund 305 "Capital Facility Fees General Government" will provide funds for a Sports & Recreation Facilities Prioritization and Feasibility Study.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $75,000 to 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capitial Facility Fees General Government" reserve balance to provide funds for a Sports & Recreation Facilities Prioritization and Feasibility Study.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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