City Council Agenda

AUGUST 9, 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: None

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)
2. Capital Projects and Building Activity *(Pitcock)*
3. Golden State Farmers' Market Association Downtown Market Update (*Van Guilder*)
4. Stanislaus County Fairgrounds Entertainment Events Briefing (*Williams*)

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

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

C. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE

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 7/7/16 in the amount of $450,028.40; Demands of 7/14/16 in the amount of $1,580,778.95; Demands of 7/21/16 in the amount of $2,127,441.61

B. *Motion*: Accepting Minutes of Regular Meeting of July 26, 2016

C. 1. *Motion*: Approving Contract Change Order No. 1 (Final), in the amount of $42,373.31 (Fund 255), for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," bringing the contract total to $302,913.01
2. *Resolution*: Appropriating $26,000 to account number 217-50-511.51270 "Construction Project" for Fiscal Year 2015-16 to be funded from unappropriated Gas Tax Section 2103 Reserves for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," to complete the necessary funding required for this project
3. *Motion*: Accepting improvements for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," and authorizing the City Engineer to file a Notice of Completion

D. *Motion*: Authorizing issuance of Request for Proposal (RFP) 16-359 for sidewalk trip hazard removal for Parks, Recreation and Public Facilities Department

E. *Motion*: Awarding RFP 16-347 and Contract No. 16-075 to West Coast Arborists, Inc. (WCA) of Stockton, for tree trimming and maintenance services for Parks, Recreation and Public Facilities, in an annual amount not to exceed $25,000 and $75,000 for a period of thirty-six (36) months, having met all the specifications of RFP 16-347 and being the only responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

F. *Motion*: Approving an Agreement between the City of Turlock and Kidz Love Soccer, Inc. to offer youth soccer classes within the community, from August 9, 2016 to August 9, 2017, in an amount not to exceed $25,000

G. 1. *Motion*: Approving Amendment No. 1 to the Agreement between the City of Turlock and Kidz Love Soccer, Inc. to increase compensation from $19,000 to $22,000
2. *Resolution*: Appropriating $3,000 to 110-61-624-068.43725 "Soccer Camp" from 110-61-624-068.35720 "Soccer Camp Revenue" for additional expenses associated with increased class enrollment

H. *Motion*: Approving an Agreement between the City of Turlock and Dragon Sports to offer youth self-defense classes within the community, from August 9, 2016 to August 9, 2017, in an amount not to exceed $15,000

I. *Motion*: Approving an Agreement between the City of Turlock and Kid Time Fitness to offer youth gymnastics classes within the community, from August 9, 2016 to August 9, 2017, in an amount not to exceed $4,500

J. *Motion*: Approving Amendment No. 4 to the Lease Agreement between the City of Turlock and the Carnegie Arts Foundation for maintenance of major components such as electrical, plumbing or mechanical equipment at the Carnegie Arts Center to be included in the City's maintenance agreements, with the cost of said maintenance to be reimbursed to the City by the Carnegie, and allowing the Carnegie Arts Foundation to procure property insurance for the building in accordance with City standards

K. *Motion*: Approving a Professional Services Agreement between the City of Turlock and RMC Water and Environment for Regulatory and Environmental Permitting Support for the Turlock Component of the North Valley Regional Recycled Water Project, in an amount not to exceed $161,188, from account number 410-51-530.43340 "North Valley Regional Recycling Water Project"

L. *Resolution*: Re-appropriating unspent funds of $19,650 from Fiscal Year 2015-16 to account number 410-51-534.44102 "Telemetry Equipment" from Fund 410 "Water Quality Control" reserve balance and $19,650 from Fiscal Year 2015-16 to account number 420-52-551.43430 "Telemetry Upgrades" from Fund 420 "Water Enterprise" reserve balance for the purchase of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, California

M. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Municipal Financial Services for the preparation of a Water Fund Cash Flow Evaluation, in an amount not to exceed $14,880, from account number 420-52-550-43320 "Special Services/Projects"

N. *Resolution*: Re-appropriating unspent funds of $187,345 from Fiscal year 2015-16 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance for the purchase of two (2) fire engines and various after-market products associated with the purchase of two (2) fire command vehicles

O. *Motion*: Approving a Memorandum of Understanding between the City of Turlock and the Sacramento County Sheriff's Department for the Sacramento Valley Hi-Tech Crimes Task Force, outlining the mission and procedures of the Sacramento Valley Hi-Tech Crimes Task Force, and authorizing the Mayor, City Manager or designee to sign the agreement

P. 1. *Resolution*: Approving the purchase of seven (7) Dell servers from Dell, Inc. to upgrade data storage capacity, under State of California Contract No. 7-15-70-34-003 and Contract Code WN03AGW, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $207,873.86

2. *Resolution*: Approving the purchase of Brocade Communications server switches from Kovarus, Inc. to upgrade data storage capacity, under WSCA-NASPO Contract No. AR214 7-14-70-01, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $61,939.68

3. *Resolution*: Approving the purchase of Veeam Availability Suite software from CDW Government LLC to upgrade data storage capacity, under CalSAVE Technology Contract No. 527683, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $11,807.64

Q. *Motion*: Authorizing the Mayor, City Manager or designee to execute an Agreement with Tyler Technologies for unlimited site licenses without compliance to the formal bid procedure in accordance with the Turlock Municipal Code Section 2-7-08(b)(2)

R. *Motion*: Approving an Agreement between CPS HR Consulting, a California Joint Powers Authority (CPS HR), and the City of Turlock for written examination test rentals to assist with the recruitment and hiring process, for a period of two (2) years from July 29, 2016 through July 29, 2018, in an amount not to exceed $15,000 over the term of the Agreement

S. *Motion*: Rejecting Claims for Damages filed by Christina Juarez

T. *Motion*: Rejecting Claims for Damages filed by Veronica Rangel

U. *Motion*: Rejecting Claims for Damages filed by Agripino Lujan

V. *Motion*: Rejecting Claims for Damages filed by Ralph T. Ascencio

W. *Motion*: Rejecting Claims for Damages filed by Geico Ins./Rubenia Malone

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 determine the proposed amendments to various sections of the Turlock Municipal Code are exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15061(B)(3) (General Rule) of the CEQA Guidelines and to consider technical updates and corrections to various sections of the City of Turlock Municipal Code. (***The proposed amendments are delineated below under recommended actions.***) (*Quintero*)

Recommended Action:

Resolution: Determining the proposed amendments to Turlock Municipal Code Title 4, Chapter 16, Article 1, Section 02, Subsection (A) regarding Cost Recovery Enforcement Authority; Title 5, Chapter 19, Article 1, "Title" Section regarding Adult Entertainment; Title 5, Chapter 19, Article 1, Section 01 regarding Adult Entertainment Purpose; Title 5, Chapter 19, Article 1, Section 02 regarding Adult Entertainment Performer Permit; Title 5, Chapter 19, Article 1, Section 04, Subsection (C) regarding Adult Entertainment Application Denial Authority; Title 6, Chapter 1, Article 1, Section 13, Subsections (B), (C), and (D) regarding Exceptions – Fancy, Racing and Sporting Pigeons; Title 6, Chapter 5, Article 4, Section 02 regarding Connection Fees; Title 7, Chapter 2, Article 2, Section 02, Subsection (A) regarding Street Improvements and Dedications Required; Title 8, Chapter 4, Section 16, regarding Fixing Questioned House and Building Numbering; Title 9, Chapter 1, Article 1, Section 11 regarding General Provision Rules for Interpretation; Title 9, Chapter 2, Article 1, Section 02, Subsection (C) regarding Adult Entertainment Location and Site Requirements; Title 9, Chapter 2, Article 1, Section 02, Subsection (F) regarding Regulations Special Provisions for Adult Business Permit Application; Title 9, Chapter 2, Article 1, Section 03, Subsection (C) regarding Affordable Housing Density Bonus Application Procedures, Title 9, Chapter 2, Article 1, Section 08, Subsection (A) regarding Exceptions to Height Limits in Any Residential District; Title 9, Chapter 2, Article 1, Section 25, Subsection (B)(1) regarding Cargo Containers Permit Requirements and Exceptions for Temporary Use; Title 9, Chapter 2, Article 5, Section 06, Subsection (K) regarding Sign Standards for Temporary Signs; Title 9, Chapter 3, Article 2, Section 02, regarding Residential Use District Classifications; Title 9, Chapter

3, Article 2, Section 03, regarding Residential Districts Property Development Regulations; Title 9, Chapter 3, Article 4, Section 03, regarding Industrial Districts Property Development Standards; Title 9, Chapter 3, Article 5, Section 03 regarding Public and Semi-Public Districts Property Development Regulations; Title 9, Chapter 4, Article 1, Section 07, Subsection (B) regarding Downtown Overlay Regulations for Industrial Residential Development Standards; Title 9, Chapter 4, Article 1, Section 08, Subsection (B) regarding Overlay District Regulations – Office Residential Development Standards; Title 9, Chapter 4, Article 2, Section 04, Subsection (C) regarding Nondiscretionary Emergency Shelter Permit Application Standards; Title 9, Chapter 4, Article 2, Section 05 "Introductory Paragraph" regarding Nondiscretionary Emergency Shelter Permit Application; Title 9, Chapter 5, Article 1, Section 12 regarding Administration Permit Applications Hearings, Amendments, and Special Appeals; Title 9, Chapter 5, Article 3, Section 10, Subsection (D) regarding Minor Administrative and Minor Discretionary Permits Building Review; Title 9, Chapter 5, Article 3, Section 15 regarding Minor Administrative and Minor Discretionary Permit Time Limits for Development of Property and Uses; Title 9, Chapter 5, Article 3, Section 17 regarding Minor Administrative and Minor Discretionary Permit Outdoor Dining Permit Required; Title 9, Chapter 5, Article 3, Section 18 regarding Minor Administrative and Minor Discretionary Permit Authority to Issue Outdoor Dining Permits; Title 9, Chapter 5, Article 3, Section 23, Subsection (A) regarding Minor Administrative and Minor Discretionary Permit Alcoholic Beverage Restrictions; Title 9, Chapter 5, Article 4, Section 04, Subsection (A) regarding Minor Exceptions – Findings – Special Circumstances; and Title 9, Chapter 5, Article 7, Section 09, Subsections (B) and (C) regarding Prezoning and Annexation Area Wide Planning Requirements are exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15061(B)(3) (General Rule) of the CEQA Guidelines

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 16, Article 1, Section 02, Subsection (A) regarding Cost Recovery Enforcement Authority; Title 5, Chapter 19, Article 1, "Title" Section regarding Adult Entertainment; Title 5, Chapter 19, Article 1, Section 01 regarding Adult Entertainment Purpose; Title 5, Chapter 19, Article 1, Section 02 regarding Adult Entertainment Performer Permit; Title 5, Chapter 19, Article 1, Section 04, Subsection (C) regarding Adult Entertainment Application Denial Authority; Title 6, Chapter 1, Article 1, Section 13, Subsections (B), (C), and (D) regarding Exceptions – Fancy, Racing and Sporting Pigeons; Title 6, Chapter 5, Article 4, Section 02 regarding Connection Fees; Title 7, Chapter 2, Article 2, Section 02, Subsection (A) regarding Street Improvements and Dedications Required; Title 8, Chapter 4, Section 16, regarding Fixing Questioned House and Building Numbering; Title 9, Chapter 1, Article 1, Section 11 regarding General Provision Rules for Interpretation; Title 9, Chapter 2, Article 1, Section 02, Subsection (C) regarding Adult Entertainment Location and Site Requirements; Title 9, Chapter 2, Article 1, Section 02, Subsection (F) regarding Regulations Special Provisions for Adult Business Permit Application; Title 9, Chapter 2, Article 1, Section 03, Subsection (C) regarding Affordable Housing Density Bonus Application Procedures, Title 9, Chapter 2, Article 1, Section 08, Subsection (A) regarding Exceptions to Height Limits in Any Residential District; Title 9, Chapter 2, Article 1, Section 25, Subsection (B)(1) regarding Cargo Containers Permit Requirements and Exceptions for Temporary Use; Title 9, Chapter 2, Article 5, Section 06, Subsection (K) regarding Sign Standards for Temporary Signs; Title 9, Chapter 3, Article 2, Section 02, regarding Residential Use District Classifications; Title 9, Chapter 3, Article 2, Section 03, regarding Residential Districts Property Development Regulations; Title 9, Chapter 3, Article 4, Section 03, regarding Industrial Districts Property Development Standards; Title 9, Chapter 3, Article 5, Section 03 regarding

Public and Semi-Public Districts Property Development Regulations; Title 9, Chapter 4, Article 1, Section 07, Subsection (B) regarding Downtown Overlay Regulations for Industrial Residential Development Standards; Title 9, Chapter 4, Article 1, Section 08, Subsection (B) regarding Overlay District Regulations – Office Residential Development Standards; Title 9, Chapter 4, Article 2, Section 04, Subsection (C) regarding Nondiscretionary Emergency Shelter Permit Application Standards; Title 9, Chapter 4, Article 2, Section 05 "Introductory Paragraph" regarding Nondiscretionary Emergency Shelter Permit Application; Title 9, Chapter 5, Article 1, Section 12 regarding Administration Permit Applications, Hearings, Amendments and Special Appeals; Title 9, Chapter 5, Article 3, Section 10, Subsection (D) regarding Minor Administrative and Minor Discretionary Permits Building Review; Title 9, Chapter 5, Article 3, Section 15 regarding Minor Administrative and Minor Discretionary Permit Time Limits for Development of Property and Uses; Title 9, Chapter 5, Article 3, Section 17 regarding Minor Administrative and Minor Discretionary Permit Outdoor Dining Permit Required; Title 9, Chapter 5, Article 3, Section 18 regarding Minor Administrative and Minor Discretionary Permit Authority to Issue Outdoor Dining Permits; Title 9, Chapter 5, Article 3, Section 23, Subsection (A) regarding Minor Administrative and Minor Discretionary Permit Alcoholic Beverage Restrictions; Title 9, Chapter 5, Article 4, Section 04, Subsection (A) regarding Minor Exceptions – Findings – Special Circumstances; and Title 9, Chapter 5, Article 7, Section 09, Subsection (B) and (C) regarding Prezoning and Annexation Area Wide Planning Requirements

B. Request to determine proposed amendments to the Land Use Diagram of the Turlock General Plan [General Plan Amendment 2016-03 (City Initiated)] are exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(B)(3) (General Rule) of the CEQA Guidelines and to consider a proposed change in the zoning district and General Plan land use for the designated properties. (***The proposed zoning district and General Plan land use designations for the subject properties are delineated below under recommended actions.***) The proposed changes are technical in nature and are proposed to bring consistency between the zoning district and the General Plan designations, as well as consistency between the existing uses, adjacent zoning districts, and subject properties' zoning district. (*Quintero*)

Recommended Action:
Resolution: Determining the proposed amendments to the Land Use Diagram of the Turlock General Plan [General Plan Amendment 2016-03 (City Initiated)] to amend the designations for the following properties: 143 Alaska Street will be amended from split CC/MDR to MDR; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be amended from split CC/MDR to dual CC & MDR; 801 West Main Street will be amended from CC to CC & MDR; and 455 Fifth Street will be amended from CC to CC & I and the proposed amendments to the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2016-02 (City Initiated)] to change the zoning designations for the following properties: 240 West Main Street and 120 Locust Street will be rezoned from CC to TC; 333 North Thor Street and 410 & 412 Wolfe Avenue will be rezoned from CC to OR; 355, 391, 401, 409, 415, & 427 East Olive Avenue will be rezoned from OR to DCT; 352, 400, 410, 440 East Olive Avenue and 190 North Thor Street will be rezoned from OR to DC; 143 Alaska Street will be rezoned from split CC/RM to RM; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be rezoned from split CC/RM to dual CC & RM; and 801 West Main Street will be rezoned from CC to dual CC & RM are Exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(B)(3) (General Rule) of the CEQA Guidelines

Resolution: Amending the Land Use Diagram of the Turlock General Plan [General Plan Amendment 2016-03 (City Initiated)] to amend the designations for the following properties: 143 Alaska Street will be amended from split CC/MDR to MDR; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be amended from split CC/MDR to dual CC & MDR; 801 West Main Street will be amended from CC to CC & MDR; and 455 Fifth Street will be amended from CC to CC & I

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2016-02 (City Initiated)] to change the zoning designations for the following properties: 240 West Main Street and 120 Locust Street will be rezoned from CC to TC; 333 North Thor Street and 410 & 412 Wolfe Avenue will be rezoned from CC to OR; 355, 391, 401, 409, 415 & 427 East Olive Avenue will be rezoned from OR to DCT; 352, 400, 410, 440 East Olive Avenue and 190 North Thor Street will be rezoned from OR to DC; 143 Alaska Street will be rezoned from split CC/RM to RM; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be rezoned from split CC/RM to dual CC & RM; and 801 West Main Street will be rezoned from CC to a dual CC & RM

8. SCHEDULED MATTERS

A. Request to provide direction to staff on the preferred project scope, funding and timeline to carry out a $100,000 road improvement project. (*Pitcock*)

Recommended Action:
Motion: Providing direction to staff on the preferred project scope, funding and timeline to carry out a $100,000 road improvement project

B. Request to determine the extension of a one (1") inch water service line by the City of Turlock to the property located outside its jurisdictional boundary at 716 North Daubenberger Road to provide potable water for R.A.M. Farms, Inc., is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facility), Section 15303 (New Construction or Conversion of Small Structures), and/or Section 15304 (Minor Alterations to Land) of the CEQA Guidelines; authorize the City Manager to certify the Stanislaus LAFCO "Out of Boundary Service Application" requesting LAFCO approval for the City of Turlock to extend a one (1") inch water service line to 716 North Daubenberger Road, Turlock, California, a property located outside the City of Turlock jurisdictional boundary and within its Sphere of Influence, to provide potable water to R.A.M. Farms, Inc., a seasonal and temporary business including a Pumpkin Patch, Corn Maze and Fields of Ice pursuant to Stanislaus County Staff Approval Permit PLN 2015-0046; approve the "Out of Boundary Service Agreement for Water Connection Affecting Real Property" located at 716 North Daubenberger Road, Turlock, California (Stanislaus County Assessor's Parcel Number 051-005-002), establishing the conditions under which the City would provide a water service extension to the property; authorize the City Manager to sign the "Out of Boundary Service Agreement for Water Connection Affecting Real Property" upon approval of the "Out of Boundary Service Application" by the Stanislaus LAFCO, and to execute all documents, applications, assurances, agreements, and statements that may be required to implement the Agreement including the construction of a one (1") inch water service line to 716 North Daubenberger Road, Turlock, California (Stanislaus County Assessor's Parcel Number 051-005-002). (*Whitmore*)

Recommended Action:
Resolution: Determining the extension of a one (1") inch water service line by the City of Turlock to the property located outside its jurisdictional boundary at 716 North Daubenberger Road to provide potable water for R.A.M. Farms, Inc., is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facility), Section 15303 (New Construction or Conversion of Small Structures), and/or Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Motion: Authorizing the City Manager to certify the Stanislaus LAFCO "Out of Boundary Service Application" requesting LAFCO approval for the City of Turlock to extend a one (1") inch water service line to 716 North Daubenberger Road, Turlock, California, a property located outside the City of Turlock jurisdictional boundary and within its Sphere of Influence, to provide potable water to R.A.M. Farms, Inc., a seasonal and temporary business including a Pumpkin Patch, Corn Maze and Fields of Ice pursuant to Stanislaus County Staff Approval Permit PLN 2015-0046

Motion: Approving the "Out of Boundary Service Agreement for Water Connection Affecting Real Property" located at 716 North Daubenberger Road, Turlock, California (Stanislaus County Assessor's Parcel Number 051-005-002), establishing the conditions under which the City would provide a water service extension to the property

Motion: Authorizing the City Manager to sign the "Out of Boundary Service Agreement for Water Connection Affecting Real Property" upon approval of the "Out of Boundary Service Application" by the Stanislaus LAFCO, and to execute all documents, applications, assurances, agreements, and statements that may be required to implement the Agreement including the construction of a one (1") inch water service line to 716 North Daubenberger Road, Turlock, California (Stanislaus County Assessor's Parcel Number 051-005-002)

C. Request to determine the Downtown Parking Management Plan and Implementation Plan are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Projects consistent with a previous Environmental Impact Report), Section 15183 (Projects consistent with the General Plan), and/or Section 15262 (Feasibility and Planning Studies); approve the Downtown Parking Management Plan in accordance with the 2012 City of Turlock General Plan and the 2015-2019 Mayor and City Council Policy Goals and Implementation Plan; approve the Downtown Parking Implementation Plan to establish goals, action items and implementation measures for the recommendations in the Downtown Parking Management Plan. (*Quintero*)

Recommended Action:
Resolution: Determining the Downtown Parking Management Plan and Implementation Plan are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Projects consistent with a previous Environmental Impact Report), Section 15183 (Projects consistent with the General Plan), and/or Section 15262 (Feasibility and Planning Studies)

Resolution: Approving the Downtown Parking Management Plan in accordance with the 2012 City of Turlock General Plan and the 2015-2019 Mayor and City Council Policy Goals and Implementation Plan

Resolution: Approving the Downtown Parking Implementation Plan to establish goals, action items and implementation measures for the recommendations in the Downtown Parking Management Plan

D. Request to determine the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Assumption, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15304 (Minor Alterations to Land) of the CEQA Guidelines; authorize the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Assumption, on Monday, August 15, 2016 from 5:00 p.m. to 7:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure. (*Traini*)

Recommended Action:
Resolution: Determining the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Assumption, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Assumption, on Monday, August 15, 2016 from 5:00 p.m. to 7:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

E. Request to approve the Freedom 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by Turlock Free Methodist Church, on Saturday, October 8, 2016 from 9:30 a.m. to 12:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event. (*Traini*)

Recommended Action:
Motion: Approving the Freedom 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by Turlock Free Methodist Church, on Saturday, October 8, 2016 from 9:30 a.m. to 12:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

F. Request to approve the Lights of Hope event at Donnelly Park, hosted by The Addict's Mom (TAM), on Saturday, September 10, 2016 from 9:00 a.m. to 10:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event. (*Traini*)

Recommended Action:
Motion: Approving the Lights of Hope event at Donnelly Park, hosted by The Addict's Mom (TAM), on Saturday, September 10, 2016 from 9:00 a.m. to 10:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

G. Request to authorize exceeding the contract amount by $254,375 and the payment of outstanding invoices to Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility; approve Amendment No. 1 to the Agreement with Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility, in an annual amount of $300,000, for the term of the existing contract. (*Cooke*)

Recommended Action:
Resolution: Authorizing exceeding the contract amount by $254,375 and the payment of outstanding invoices to Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility

Motion: Approving Amendment No. 1 to the Agreement with Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility, in an annual amount of $300,000, for the term of the existing contract

H. Request to approve a Recycled Water Conveyance Agreement between the City of Modesto and the City of Turlock for the North Valley Regional Recycled Water Program. (*Cooke*)

Recommended Action:
Motion: Approving a Recycled Water Conveyance Agreement between the City of Modesto and the City of Turlock for the North Valley Regional Recycled Water Program

I. Request to accept the Hydrogeologic and Water Quality Assessment Report for the evaluation of the geology, hydrogeology, geochemistry, groundwater quality, and groundwater supply in the Turlock area. (*Reynolds*)

Recommended Action:
Motion: Accepting the Hydrogeologic and Water Quality Assessment Report for the evaluation of the geology, hydrogeology, geochemistry, groundwater quality, and groundwater supply in the Turlock area

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

A. *Conference with Real Property Negotiators*, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."

Property:	1510 Springville Way, Turlock, CA (APN No. 042-016-031)
Agency Negotiator:	Gary R. Hampton, City Manager
Negotiating Parties:	Haven Women's Center of Stanislaus
Under Negotiation:	Price and terms of payment

B. *Conference with Real Property Negotiators*, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."

Properties:	1600 Auto Mall Drive, Turlock, CA (APN No. 088-010-048)
	2450 Fulkerth Road, Turlock, CA (APN No. 089-019-023)
	2400 Fulkerth Road, Turlock, CA (APN No. 089-019-022)
	2500 Fulkerth Road, Turlock, CA (APN No. 089-019-021)
Agency Negotiator:	Gary R. Hampton, City Manager
Negotiating Parties:	Bains Property Investments, LLC
	Pradeep & Kokila Khatri
	Julia Paul, et al
	Julia Paul, et al
Under Negotiation:	Price and terms of payment

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

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

13. ADJOURNMENT

4B1

JUL 11 2016

AMY BUBLAK FOR CITY COUNCIL 2012

ASSOCIATED FEED
PO BOX 2367
TURLOCK, CA 95381
$3200.00

MONTE VISTA CROSSINGS LLC
1855 OLYMPIC BLVDSTE 250
WALNUT CREEK, CA 94596
$2500.00

PHILIP RHEINSCHILD
4501 COUNTRY WALK
TURLOCK, CA 95382
$1000.00

JAMES BRENDA
PO BOX 2998
TURLOCK, CA 95381
$1250.00

TURLOCK FIREFIGHTERS PAC
PO BOX 3775
TURLOCK, CA 98381
$2000.00

PIRO ENTERPRISES INC
3811 CROWELL ROAD
TURLOCK, CA 95382
$1000.00

EXPRESS CAR WASH
PO BOX 3469
MODESTO, CA 95353
$500.00

DE MARTINI INC
5013 JENNINGS ROAD
MODESTO, CA 95358
$500.00

GEORGE PETRULAKIS
1300 WOODSTONE DRIVE
MODESRO, CA 95356
$500.00
ALAN & KATHY MARCHANT
PO BOX 1865
TURLOCK, CA 95381
$500.00

4B2

JUL 12 2016

City of Tucson
Records Management Division

Council Agenda

Date - July 12, 2016

Top Ten / Maximum Contributors

Councilmember Bill DeHart

Contributors

Associated Feed

John & Jeani Ferrari

Smith Chevrolet

TABPAC

Alan Marchant

TAPO PAC

JKB Energy

Andrew Wigglesworth

Denio Construction

Advanced Health Technology

RECEIVED
JUL 18 2016
Office of the
City Clerk

Councilmember Matthew Jacob

Prospector LLC

Turlock Associated Police Officers PAC

Bianca Pirayou

Nashwan Asoofi

Arbella Sarkis

Shadrak Shabbas

Joseph Baba

Ashur Yoseph

Robert Karoukian

Anthony Cooper

RECEIVED
JUL 18 2016
Office of the
City Clerk

HB4

July 26, 2016

Top Ten/Maximum Contributors
Councilmember Steven Nascimento

1. Steven Nascimento
2. Manuel Vieira
3. Stephen Smith
4. Marc Dias
5. LeeAnn Dias
6. Alan Marchant
7. Northern California Carpenters Regional Council
8. IBEW Local 684 PAC
9. Pageo Lavendar Farm
10. Exit Realty Consultants

4B5

RECEIVED
JUL 12 2016
Office of the
City Clerk

Associated Feed

California Poultry Association

Dean Doerksen

George Petrulakis

Hall Equities

JKB Living

John Ferrari

Mark and Dana Kirkes

Michael and Kristy Frantz

Michael and Deborah Ireland

Michael McNulty

Pacific Gas and Electric

Peter and Maia Cipponerri

Prospector, LLC

Toscana's Ristorante

*Please note that there are more than ten names listed because I am providing BOTH my "top ten contributors" and (not "or") a list of "all maximum contributors" for the period between Nov 4, 2014 and next election on Nov 6, 2018.

Gary Soiseth

Mayor

City of Turlock, California

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING WEEKLY DEMANDS OF 07/07/16 IN THE AMOUNT OF $450,028.40; WEEKLY DEMANDS OF 07/14/16 IN THE AMOUNT OF $1,580,778.95; MONTHLY DEMANDS OF 07/21/16 IN THE AMOUNT OF $2,127,441.61	**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:
07/07/16	$450,028.40
07/14/16	$1,580,778.95
07/21/16	$2,127,441.61

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 7/7/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
107757	07/07/2016	Open			Accounts Payable	A & A PORTABLES INC	$152.29		
	Invoice		Date	Description			Amount		
	1-654942		06/30/2016	TEMP RESTROOMS AT TURLOCK REGIONAL TRANSIT CENTER-RENTAL			$152.29		
	Paying Fund			Cash Account			Amount		
	426 - Transit - Fixed Route			426.11000 (Cash)			$152.29		
107758	07/07/2016	Open			Accounts Payable	A-Z BUS SALES INC	$160.92		
	Invoice		Date	Description			Amount		
	02P414563		06/30/2016	BLT08-1034 GAS SPRING ASSY			$98.69		
	02P414634		06/30/2016	BLT08-1034 GAS SPRING ASSY			$62.23		
	Paying Fund			Cash Account			Amount		
	426 - Transit - Fixed Route			426.11000 (Cash)			$160.92		
107759	07/07/2016	Open			Accounts Payable	AMERICAN MESSAGING	$28.99		
	Invoice		Date	Description			Amount		
	R1061851QG		07/05/2016	Acct #R1-061851 - Police Department			$28.99		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$28.99		
107760	07/07/2016	Open			Accounts Payable	AMERICAN MESSAGING	$10.87		
	Invoice		Date	Description			Amount		
	R1061876QG		07/05/2016	Acct #R1-061876 - Fire Dept.			$10.87		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$10.87		
107761	07/07/2016	Open			Accounts Payable	AT&T MOBILITY	$2,980.78		
	Invoice		Date	Description			Amount		
	995824412X062720		06/30/2016	995824412 / Aircards			$2,249.71		
	287262975728X627		06/30/2016	287262975728 / IT Cell Phones & WQC Operator 2, 3, 4 Phones			$318.11		
	287262975677X627		06/30/2016	287262975677 / WQC Phones & Data SIM for Eng Dept			$354.99		
	829405594X062016		06/30/2016	829405594 / IT Cell Phone			$57.97		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,208.06		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$475.92		
	501 - Information Technology			501.11000 (Cash)			$255.15		
	502 - Engineering			502.11000 (Cash)			$41.65		
107762	07/07/2016	Open			Accounts Payable	BLUELINE RENTAL LLC	$363.36		

5A1

Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 7/7/2016

Invoice	Date	Description	Amount
32884500001	06/30/2016	SOD CUTTER RENTAL	$363.36
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	$363.36

107763 07/07/2016 Open Accounts Payable CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP $450.00

Invoice	Date	Description	Amount
0116004770	06/30/2016	Testing services	$150.00
0116004728	06/30/2016	Testing services	$150.00
0116005097	06/30/2016	Testing services	$150.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$450.00

107764 07/07/2016 Open Accounts Payable CHAMPION INDUSTRIAL $212.50

Invoice	Date	Description	Amount
51583	06/30/2016	NO AC IN CAT ROOM AT ANIMAL CONTROL	$212.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$212.50

107765 07/07/2016 Open Accounts Payable CITY OF PATTERSON $2,500.00

Invoice	Date	Description	Amount
Admin Draw 1	06/30/2016	CITY OF PATTERSON FY 2015-2016	$2,500.00
Paying Fund		Cash Account	Amount
256 - Stanislaus Housing Consortium		256.11000 (Cash)	$2,500.00

107766 07/07/2016 Open Accounts Payable CLARK PEST CONTROL INC $7,507.00

Invoice	Date	Description	Amount
18587678	06/30/2016	GOLDEN STATE BLVD/21.23 ACRS	$469.00
18587681	06/30/2016	GOLDEN STATE BASIN/14 AC	$308.00
18587687	06/30/2016	PICARD STORM BASIN APRIL	$22.00
18587690	06/30/2016	C STREET/1 ACREAPRIL	$22.00
18585430	06/30/2016	DIANE BASIN APRIL	$330.00
18587693	06/30/2016	WALNUT & KILROY APRIL	$110.00
18585421	06/30/2016	GOLDEN STATE EAST BASIN 1 ACRE APRIL	$22.00
18587684	06/30/2016	WQC PLANT 76 ACRES APRIL	$1,672.00
18587696	06/30/2016	LINWOOD/KILROY APRIL	$66.00
18587699	06/30/2016	S WALNUT, BEHIND KELSO APRIL	$440.00
18587679	06/30/2016	GOLDEN STATE BLVD 21.34 ACRES FOR MAY	$469.00
18587682	06/30/2016	GOLDEN STATE BASIN 14 ACRES FOR MAY	$308.00
18587688	06/30/2016	PICARD STORM BASIN FOR MAY	$22.00
18587691	06/30/2016	C STREET FOR MAY	$22.00
18585431	06/30/2016	DIANE BASIN FOR MAY	$330.00
18587694	06/30/2016	WALNUT & KILROY 5 ACRES FOR MAY	$110.00

18585422	06/30/2016	GOLDEN STATE EAST BASIN FOR MAY		$22.00
18587700	06/30/2016	KILROY RD 13.522 ACRES FOR MAY		$440.00
18375619	06/30/2016	DAIRY FLY CONTROL FOR MAY		$585.00
18587685	06/30/2016	MAY WEED CONTROL SERVICES		$1,672.00
18587697	06/30/2016	MAY WEED CONTROL SERVICES		$66.00
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		$938.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$6,349.00
420 - WATER		420.11000 (Cash)		$220.00

107767	07/07/2016	Open	Accounts Payable	CODE PUBLISHING COMPANY	$409.65
Invoice	Date	Description			Amount
53295	06/30/2016	Electronic muni code update 4/21/16			$409.65
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$409.65

107768	07/07/2016	Open	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$119,983.60
Invoice	Date	Description			Amount
Ck Run 6/28/16	06/30/2016	Check Run 6/28/16			$119,983.60
Paying Fund		Cash Account			Amount
511 - Health Care		511.11000 (Cash)			$119,983.60

107769	07/07/2016	Open	Accounts Payable	COMMUNITY VETERINARY CLIN	$484.60
Invoice	Date	Description			Amount
272257	06/30/2016	#5-62 CONTRACT			$229.60
271758	06/30/2016	V0940 GRANT SPAY			$60.00
271777	06/30/2016	V0929 GRANT SPAY/RABIES			$65.00
271777 (2)	06/30/2016	V0935 GRANT SPAY/RABIES			$65.00
272100	06/30/2016	#5-20 GRANT SPAY/RABIES			$65.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$229.60
203 - Animal Fee Forfeiture		203.11000 (Cash)			$255.00

107770	07/07/2016	Open	Accounts Payable	CRIME TEK SECURITY SVCS	$162.00
Invoice	Date	Description			Amount
51046	06/30/2016	SECURITY OFFICER FOR FINANCE COUNTER			$162.00
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$162.00

107771	07/07/2016	Open	Accounts Payable	CYCLE SPECIALTIES INC	$204.48
Invoice	Date	Description			Amount
267287	06/30/2016	OLYMPIA DAKAR PANTS			$204.48
Paying Fund		Cash Account			Amount

266 - Police Services Grants	266.11000 (Cash)	$204.48

107772 07/07/2016 Open Accounts Payable DEL PUERTO WATER DISTRICT $23,098.92

Invoice	Date	Description	Amount
437	06/30/2016	FEASIBILITY STUDY FOR NVRRWP THROUGH 5/27/16	$11,146.91
438	06/30/2016	FEASIBILITY STUDY FOR NVRRWP BILLED THROUGH 5/27/16	$11,952.01

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$23,098.92

107773 07/07/2016 Open Accounts Payable DELTA WIRELESS & NETWORK $405.77

Invoice	Date	Description	Amount
69944	06/30/2016	TRANSPORTATION CHANNEL TO BASE RADIOS,ENGINEERING	$290.77
69942	06/30/2016	CHECKED RADIOFOR PROGRAMMING ISSUE	$115.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$115.00
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$290.77

107774 07/07/2016 Open Accounts Payable DOMS ELECTRIC MOTOR SHOP $997.65

Invoice	Date	Description	Amount
115681	06/30/2016	AERATION PUMP REPAIR FOR DONNELLY PARK	$997.65

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$997.65

107775 07/07/2016 Open Accounts Payable EDWARDS, TROY J $2,124.00

Invoice	Date	Description	Amount
June 2016	06/28/2016	June Class-instructor payment	$2,124.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,124.00

107776 07/07/2016 Open Accounts Payable EQUIFAX $54.03

Invoice	Date	Description	Amount
9777629	06/30/2016	BACKGROUND CHECKS	$14.07
9804841	06/30/2016	CREDIT CHECK SERVICES	$39.96

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$14.07
255 - CDBG	255.11000 (Cash)	$39.96

107777 07/07/2016 Open Accounts Payable EWING IRRIGATION PROD INC $1,490.63

Invoice	Date	Description	Amount
1690919	06/30/2016	IRRIGATION PARTS FOR TRSC	$1,490.63

Paying Fund	Cash Account	Amount

205 - Sports Facilities	205.11000 (Cash)	$1,490.63

107778 07/07/2016 Open Accounts Payable EXPRESS PRESS $4,057.78

Invoice	Date	Description	Amount
29763	06/28/2016	Spring Tball Shirts	$2,523.94
29761	06/28/2016	Girls Softball Tshirts	$1,533.84

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$4,057.78

107779 07/07/2016 Open Accounts Payable FARIA, JAMIE $142.00

Invoice	Date	Description	Amount
6/30/16 Payroll	07/01/2016	6/30/16 Payroll - Withholding	$142.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$142.00

107780 07/07/2016 Open Accounts Payable FLINT TRADING INC $4,955.63

Invoice	Date	Description	Amount
197849	06/30/2016	THERMOPLASTIC PAVEMENT MARKINGS FOR STREETS	$4,955.63

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$4,955.63

107781 07/07/2016 Open Accounts Payable GCR TIRES & SERVICE $711.85

Invoice	Date	Description	Amount
858-23456	06/30/2016	CL13-850	$711.85

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$711.85

107782 07/07/2016 Open Accounts Payable GOMES & SONS INC, JOE M $17,293.26

Invoice	Date	Description	Amount
186084	06/30/2016	Fuel for Fire #3	$955.00
6/1/16 - 6/15/16	06/30/2016	CUST #24090 - Fuel Expense for 6/01/16-6/15/16	$16,338.26

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$9,305.08
205 - Sports Facilities	205.11000 (Cash)	$290.19
217 - Streets - Gas Tax	217.11000 (Cash)	$1,248.99
246 - Landscape Assessment	246.11000 (Cash)	$1,321.28
405 - Building	405.11000 (Cash)	$104.35
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,808.79
420 - WATER	420.11000 (Cash)	$1,073.21
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$1,892.82
426 - Transit - Fixed Route	426.11000 (Cash)	$94.75
502 - Engineering	502.11000 (Cash)	$153.80

Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 7/7/2016

107783 07/07/2016 Open Accounts Payable GRAINGER INC, W W $357.84

Invoice	Date	Description	Amount
9148546014	06/30/2016	BULLS EYE LEVEL TO CERTIFY CRANE ON TRUCK	$2.67
9146102034	06/30/2016	VALVE REBUILD KIT FOR GAS BOOSTER DRAIN VALVE	$355.17
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$357.84

107784 07/07/2016 Open Accounts Payable HELPSYSTEMS LLC $1,881.00

Invoice	Date	Description	Amount
MI017773	07/07/2016	Annual Maintenance on Software Base	$1,881.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,881.00

107785 07/07/2016 Open Accounts Payable HILMAR LUMBER INC $338.22

Invoice	Date	Description	Amount
133308	06/30/2016	PLUMBING SUPPLIES FOR WQC	$338.22
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$338.22

107786 07/07/2016 Open Accounts Payable HILMAR READY MIX $69.96

Invoice	Date	Description	Amount
7269	06/30/2016	WINTERHAVEN STORM MANHOLE REPAIR	$69.96
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$69.96

107787 07/07/2016 Open Accounts Payable HOLT OF CALIFORNIA INC $665.12

Invoice	Date	Description	Amount
K4544801	06/30/2016	ROLLER OROPS COMPACTOR RENTAL	$301.35
K4541001	06/30/2016	SCISSOR 26' NARROW ELECTRIC FOR SENIOR CTR	$363.77
Paying Fund		Cash Account	Amount
301 - Capital Improvements		301.11000 (Cash)	$363.77
420 - WATER		420.11000 (Cash)	$301.35

107788 07/07/2016 Open Accounts Payable HOWK SYSTEMS INC $550.49

Invoice	Date	Description	Amount
0152160-IN	06/30/2016	TU CPVC BALL VALVE	$550.49
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$550.49

107789 07/07/2016 Open Accounts Payable HUNTINGTON COURT REPORTER $1,202.52

Invoice	Date	Description	Amount
28271	06/30/2016	6/1/16-6/15/16 DIGITAL TRANSCRIPTION	$1,202.52

Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 7/7/2016

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,202.52

107790 07/07/2016 Open Accounts Payable INDEPENDENT ELECTRIC INC $28.05

Invoice	Date	Description	Amount
S102833575.001	06/30/2016	SCOTCHKOTE FOR DONNELLY AERATOR	$28.05

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$28.05

107791 07/07/2016 Open Accounts Payable INFOR (US) INC $11,516.36

Invoice	Date	Description	Amount
P-203855-US0AB	07/07/2016	MP2 Annual maintenance	$11,516.36

Paying Fund	Cash Account	Amount
216 - Streets - Local Transportation	216.11000 (Cash)	$1,900.20
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,857.98
420 - WATER	420.11000 (Cash)	$3,857.98
505 - Fleet	505.11000 (Cash)	$1,900.20

107792 07/07/2016 Open Accounts Payable J A MOMANEY SERVICES INC $10,116.75

Invoice	Date	Description	Amount
80294	06/30/2016	LED COBRA HEAD STREETLIGHT	$10,116.75

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$10,116.75

107793 07/07/2016 Open Accounts Payable KEY SEAL PRODUCTS INC $226.47

Invoice	Date	Description	Amount
82190	06/30/2016	ASPHALT FOR STREETS	$226.47

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$226.47

107794 07/07/2016 Open Accounts Payable KID TIME FITNESS COMPANY $2,217.60

Invoice	Date	Description	Amount
Spring 2016	06/28/2016	Spring Classes 2016	$2,217.60

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,217.60

107795 07/07/2016 Open Accounts Payable KYOCERA DOCUMENT SOLUTIONS AMERICA INC $843.58

Invoice	Date	Description	Amount
307539015	07/06/2016	LEASE AGREEMENT FOR 9 COPIERS	$843.58

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$804.85
405 - Building	405.11000 (Cash)	$19.36
505 - Fleet	505.11000 (Cash)	$19.37

Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 7/7/2016

107796	07/07/2016	Open	Accounts Payable	LEHIGH HANSON INC	$830.10

Invoice	Date	Description	Amount
1691119	06/30/2016	ASPHALT FOR STREETS	$110.89
1691982	06/30/2016	ASPHALT FOR TRENCH PAVERS	$719.21

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$110.89
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$719.21

107797	07/07/2016	Open	Accounts Payable	LINCOLN EQUIPMENT INC	$464.95

Invoice	Date	Description	Amount
S1293801	06/30/2016	POOL SUPPLIES CHEMICALS	$346.29
S1293466	06/30/2016	SIGNS FOR POOLS	$118.66

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$464.95

107798	07/07/2016	Open	Accounts Payable	MOTION INDUSTRIES INC - CA82	$113.35

Invoice	Date	Description	Amount
CA82-904482	06/30/2016	BEARING FOR DIGESTER #5	$113.35

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$113.35

107799	07/07/2016	Open	Accounts Payable	NAPA AUTO PARTS	$412.87

Invoice	Date	Description	Amount
662974	06/30/2016	WT02-272 DISC BRAKES	$37.09
663061	06/30/2016	WT02-597 DISC BRAKE PADS	$37.09
663062	06/30/2016	POL11-1110 RADIATOR FAN ASSY	$185.00
663366	06/30/2016	OP95-667 HYDRAULIC FILTER	$103.32
663409	06/30/2016	CREDIT MEMO	($185.00)
663505	06/30/2016	OP04-692 SWITCH	$5.68
662969	06/30/2016	BLT02-1034 SPARK PLUG	$44.69
663255	06/30/2016	POL09-1292 Radiator Fan Assembly	$185.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$185.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$109.00
420 - WATER	420.11000 (Cash)	$74.18
426 - Transit - Fixed Route	426.11000 (Cash)	$44.69

107800	07/07/2016	Open	Accounts Payable	NBS GOVERNMENT FINANCE GROUP	$2,270.00

Invoice	Date	Description	Amount
61600356	06/30/2016	16-28 Cost Recovery Based Engineering Fee Study	$2,270.00

Paying Fund	Cash Account	Amount
502 - Engineering	502.11000 (Cash)	$2,270.00

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107801	07/07/2016	Open	Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$79.21

Invoice	Date	Description	Amount
81003093	06/30/2016	LIGHT/LED/RED MARKER	$38.61
81003224	06/30/2016	LAMP, MARKER, LED, AMBER	$40.60
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	$79.21

107802	07/07/2016	Open	Accounts Payable	NEXT LEVEL PARTS INC	$394.04

Invoice	Date	Description	Amount
8577-211958	06/30/2016	WT02-572 BRAKE ROTOR	$82.85
8577-212094	06/30/2016	BLT08-1034 IGN WIRES	$53.37
8577-212787	06/30/2016	BLT10-1037	$257.82
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$82.85
426 - Transit - Fixed Route		426.11000 (Cash)	$311.19

107803	07/07/2016	Open	Accounts Payable	OMNI-MEANS INC	$890.00

Invoice	Date	Description	Amount
36764	06/30/2016	0828 Fulkerth/Hwy 99	$890.00
Paying Fund		Cash Account	Amount
305 - Capital Facility Fees		305.11000 (Cash)	$890.00

107804	07/07/2016	Open	Accounts Payable	OREILLY AUTO PARTS	$13.77

Invoice	Date	Description	Amount
2800-339939	06/30/2016	COMPRESSED AIR HORN	$13.77
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$13.77

107805	07/07/2016	Open	Accounts Payable	OTIS ELEVATOR CO INC	$940.34

Invoice	Date	Description	Amount
SW27353001	06/30/2016	SERVICE REPAIR ON PSF ELEVATOR	$940.34
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$940.34

107806	07/07/2016	Open	Accounts Payable	PACE SUPPLY CORPORATION	$282.89

Invoice	Date	Description	Amount
053327143-1	06/30/2016	CONTRACT 14-048 PIPE & PIPE FITTINGS	$237.69
053359570	06/30/2016	CONTRACT 14-048 PIPE & PIPE FITTINGS	$45.20
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$45.20
420 - WATER		420.11000 (Cash)	$237.69

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107807	07/07/2016	Open	Accounts Payable	PAUL'S PAINT COMPANY	$524.60

Invoice	Date	Description	Amount
57526	06/30/2016	AEROBIC VALVE VAULT PROJECT PARTS	$218.48
57569	06/30/2016	LACQUER THINNER	$42.96
57612	06/30/2016	AEROBIC VAVLE VAULT PAINT PROJECT	$263.16

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$524.60

107808	07/07/2016	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	$1,351.34

Invoice	Date	Description	Amount
J628069	06/30/2016	LED 38W POST	$902.95
J721609	06/30/2016	CONDUIT & WIRE REPAIR FOR SL ON CORELLO ST	$448.39

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$1,351.34

107809	07/07/2016	Open	Accounts Payable	POLYDYNE INC	$8,837.09

Invoice	Date	Description	Amount
1030055	06/30/2016	POLYDYNE FOR ANIONIC EMULSION POLYMER	$2,945.70
1032412	06/30/2016	POLYDYNE FOR ANIONIC EMULSION POLYMER	$5,891.39

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$8,837.09

107810	07/07/2016	Open	Accounts Payable	PRESORT CTR STOCKTON INC	$4,465.77

Invoice	Date	Description	Amount
92743	06/30/2016	2015 CCR MAILING SERVICES	$4,465.77

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$4,465.77

107811	07/07/2016	Open	Accounts Payable	PRIME SHINE INC	$115.50

Invoice	Date	Description	Amount
SI-00465	06/30/2016	CAR WASH - 1 ENG/ 2 FR/ 28 PD/ 2 REC	$115.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$112.00
502 - Engineering	502.11000 (Cash)	$3.50

107812	07/07/2016	Open	Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	$5,004.24

Invoice	Date	Description	Amount
58486	06/30/2016	SERVICES FOR MAY 2016	$5,004.24

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$5,004.24

107813	07/07/2016	Open	Accounts Payable	ROMEO MEDICAL CLINIC	$2,850.00

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Invoice	Date	Description	Amount
2016 PPD	06/30/2016	2016 PPD TESTING	$2,850.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$2,850.00

107814 07/07/2016 Open Accounts Payable SHORE CHEMICAL COMPANY $360.80

Invoice	Date	Description	Amount
45951	06/30/2016	SODIUM HYPOCHLORITE 12%	$360.80
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$360.80

107815 07/07/2016 Open Accounts Payable SIMPLEX GRINNELL LP $272.25

Invoice	Date	Description	Amount
82263692	06/30/2016	BATTERY FOR IT ROOM FROM EMERG WATER REPAIR AT PSF	$272.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$272.25

107816 07/07/2016 Open Accounts Payable SITEONE LANDSCAPE SUPPLY HOLDING LLC $170.00

Invoice	Date	Description	Amount
76090702	06/30/2016	IRRIGATION TROUBLESHOT PROMAX FOR ASSESSMENTS	$170.00
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	$170.00

107817 07/07/2016 Open Accounts Payable SOUTHWEST VALVE LLC $4,691.68

Invoice	Date	Description	Amount
3760	06/30/2016	SOUTHWEST VALVE LLC - PLUG VALVES	$4,691.68
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$4,691.68

107818 07/07/2016 Open Accounts Payable STOMMEL INC DBA LEHR AUTO ELECTRIC $1,261.53

Invoice	Date	Description	Amount
01125347	06/30/2016	UNIT 08-1272 2008 CROWN VIC REMOVE EMERG KIT	$292.50
01125358	06/30/2016	UNIT #13-1132 GUN LOCK BRACKETS BROKEN	$250.00
01125365	06/30/2016	UNIT #10-1305 STALL PUSH TO TALK	$93.50
01125195	06/30/2016	UNIT #08-1281 BROKEN GUN LOCK	$205.53
01125196	06/30/2016	UNIT 1122 INSTALL PUSH TO TALK	$420.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,261.53

107819 07/07/2016 Open Accounts Payable SUPPORT PAYMENT CLEARING $439.13

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Invoice	Date	Description	Amount
6/30/16 Payroll	07/01/2016	6/30/16 Payroll - Withholding	$439.13
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$439.13

107820 07/07/2016 Open Accounts Payable T I D $134,352.55

Invoice	Date	Description	Amount
Stmt: 6/30/16	07/05/2016	000208-022041-0003/ 244 N Broadway (PSF)	$18,388.78
Stmt: 06/30/16	07/01/2016	000208-000000-0167 (Well Pump Stations)	$108,383.72
Stmt 6/30/16	07/01/2016	000208-000000-0168 (Sewer Pump Stations)	$3,945.99
Stmt: 6/30/2016	07/01/2016	000208-000000-0169 (Storm Pump Stations)	$3,634.06
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$18,388.78
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$7,580.05
420 - WATER		420.11000 (Cash)	$108,383.72

107821 07/07/2016 Open Accounts Payable THE SPORTS MANAGEMENT GROUP INC $33,033.00

Invoice	Date	Description	Amount
2016.01-1	06/30/2016	REC PRIOIRITY & FES STUDY	$4,299.00
2016.01-2	06/30/2016	REC PRIOIRITY & FES STUDY	$10,332.00
2016.01-3	06/30/2016	REC PRIOIRITY & FES STUDY	$18,402.00
Paying Fund		Cash Account	Amount
305 - Capital Facility Fees		305.11000 (Cash)	$33,033.00

107822 07/07/2016 Open Accounts Payable TITAN FENCE INC $4,042.81

Invoice	Date	Description	Amount
P#15-82,PP2	06/30/2016	15-82 TURLOCK REGIONAL SPORTS COMPLEX FENCE REPLACEMENT	$4,042.81
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	$4,042.81

107823 07/07/2016 Open Accounts Payable TRAINING INNOVATIONS INC $750.00

Invoice	Date	Description	Amount
15-056	07/07/2016	TMS Software Support FY 16/17	$750.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$750.00

107824 07/07/2016 Open Accounts Payable UNITED RENTAL INC $475.29

Invoice	Date	Description	Amount
138273493-001	06/30/2016	PRESSURE WASHER HOT GAS	$475.29
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$475.29

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107825	07/07/2016	Open	Accounts Payable	UTILITY TELEPHONE, INC.	$634.34

Invoice	Date	Description	Amount
Stmt: 7/01/16	07/05/2016	Acct #127022 - City-wide internet service	$634.34
Paying Fund		**Cash Account**	**Amount**
501 - Information Technology		501.11000 (Cash)	$634.34

107826	07/07/2016	Open	Accounts Payable	VISION SERVICE PLAN CA	$1,645.42

Invoice	Date	Description	Amount
June 2016	06/30/2016	June 2016 Premiums	$1,645.42
Paying Fund		**Cash Account**	**Amount**
511 - Health Care		511.11000 (Cash)	$1,645.42

107827	07/07/2016	Open	Accounts Payable	WEST YOST ASSOCIATES	$10,543.53

Invoice	Date	Description	Amount
2030083	06/30/2016	MAY 2016 SERVICES	$10,543.53
Paying Fund		**Cash Account**	**Amount**
420 - WATER		420.11000 (Cash)	$10,543.53

107828	07/07/2016	Open	Accounts Payable	WILLE ELECTRIC SUPPLY INC	$1,007.99

Invoice	Date	Description	Amount
S1726486.001	06/30/2016	150 AMP CIRCUIT BREAKER	$1,007.99
Paying Fund		**Cash Account**	**Amount**
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,007.99

107829	07/07/2016	Open	Accounts Payable	AMIRFAR, NINO	$861.00

Invoice	Date	Description	Amount
TR 3880-Per Diem	07/06/2016	TR 3880-Per Diem/Transportation-Sr Mgt Inst.for Police-Boston MA	$861.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$861.00

107830	07/07/2016	Open	Accounts Payable	Anaya, Ray	$8.22

Invoice	Date	Description	Amount
491 Sherri Way	06/30/2016	Reimbursement for overpayment on FTHB loan payoff	$8.22
Paying Fund		**Cash Account**	**Amount**
255 - CDBG		255.11000 (Cash)	$8.22

107831	07/07/2016	Open	Accounts Payable	GOMEZ CONSTRUCTION	$825.00

Invoice	Date	Description	Amount
16-109E	07/05/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-109E	$825.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$825.00

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107832	07/07/2016	Open	Accounts Payable	HIS TREE SERVICE	$550.00

Invoice	Date	Description	Amount
EP 16-115E	07/05/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-115E	$550.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$550.00

107833	07/07/2016	Open	Accounts Payable	HIS TREE SERVICE	$935.00

Invoice	Date	Description	Amount
EP 16-114E	07/05/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-114E	$935.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$935.00

107834	07/07/2016	Open	Accounts Payable	JIMENEZ, SETH	$1,557.08

Invoice	Date	Description	Amount
JIMENEZ	06/30/2016	0116004239 CASH REQUEST - NOT ASSET FORF	$1,557.08
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,557.08

107835	07/07/2016	Open	Accounts Payable	LASCANO, JULIE	$76.00

Invoice	Date	Description	Amount
Refund for class	07/05/2016	Jr. lifeguard class cancelled	$76.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$76.00

107836	07/07/2016	Open	Accounts Payable	MP NEXLEVEL LLC	$739.20

Invoice	Date	Description	Amount
MTR #15649495	07/01/2016	Miscellaneous	$739.20
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$800.00
420 - WATER		420.11000 (Cash)	($60.80)

Type Check Totals: 80 Transactions $450,028.40

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	80	$450,028.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	80	$450,028.40	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount

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	Open	80	$450,028.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	80	$450,028.40	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**80**	**$450,028.40**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**80**	**$450,028.40**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**80**	**$450,028.40**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**80**	**$450,028.40**	**$0.00**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
107837	07/14/2016	Open			Accounts Payable	AT&T/SBC	$69.72		
	Invoice		Date	Description			Amount		
	7/01/16-RelayTDD		07/08/2016	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			$4.53		
	7/01/16 - Fire		07/08/2016	Acct# 233 841-5391 333 1/ Fire Dept			$65.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$69.72		
107838	07/14/2016	Open			Accounts Payable	CARNEGIE ARTS CENTER FOUNDATION	$697.50		
	Invoice		Date	Description			Amount		
	COT7.2016		07/08/2016	JULY 2016-Facility Rental			$697.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$697.50		
107839	07/14/2016	Open			Accounts Payable	CHAMPION INDUSTRIAL	$2,410.15		
	Invoice		Date	Description			Amount		
	51715		06/30/2016	REPLACE COMPRESSOR AT CITY HALL IN PLANNING			$2,410.15		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			$2,410.15		
107840	07/14/2016	Open			Accounts Payable	CHARTER COMMUNICATIONS	$185.75		
	Invoice		Date	Description			Amount		
	0703380-7/6/16		07/08/2016	8203 13 001 0703380 / IT Internet			$65.00		
	0000051-7/01/16		07/08/2016	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		
	420 - WATER			420.11000 (Cash)			$21.54		
	501 - Information Technology			501.11000 (Cash)			$65.00		
107841	07/14/2016	Open			Accounts Payable	CINCINNATI LIFE INS INC	$723.12		
	Invoice		Date	Description			Amount		
	JUL-16-Premiums		07/13/2016	CINN LIFE - JULY 2016 PREMIUMS			$723.12		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$723.12		
107842	07/14/2016	Open			Accounts Payable	CITY OF TURLOCK - CASH	$338.98		
	Invoice		Date	Description			Amount		
	7/14/16-REPLN		06/30/2016	FYE 16-FIN AR-REPLENISH PETTY CASH 7/7/16			$338.98		
	Paying Fund			Cash Account			Amount		

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110 - General Fund	110.11000 (Cash)	$278.12
266 - Police Services Grants	266.11000 (Cash)	$21.20
502 - Engineering	502.11000 (Cash)	$39.66

107843 07/14/2016 Open Accounts Payable COMBINED BENEFITS ADMINISTRATORS $204,928.10

Invoice	Date	Description	Amount
6/30/16-Flex/Dep	07/13/2016	6/30/16-PR- Dependent/Unreimbursed Medical *	$5,682.34
CBA- JUL-16 PREM	07/13/2016	CBA - JULY 2016 PREMIUMS	$199,245.76

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$204,928.10

107844 07/14/2016 Open Accounts Payable COSTCO $2,221.53

Invoice	Date	Description	Amount
6/26/16 x 8926	06/30/2016	Stmt 6/26/16 - Multi-Dept charges	$2,221.53

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,898.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$322.85

107845 07/14/2016 Open Accounts Payable COURT ORDERED DEBT COLLECTIONS $124.75

Invoice	Date	Description	Amount
A. Fisher 7.1.16	07/05/2016	Alberto Fisher/Acct #JK-169-6345/Billing #CD910983667	$124.75

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$124.75

107846 07/14/2016 Open Accounts Payable CSJVRMA $240,934.00

Invoice	Date	Description	Amount
RMA-2017-0051	07/11/2016	2016/2017 1st Quarter Deposits	$240,934.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$10,283.00
205 - Sports Facilities	205.11000 (Cash)	$80.00
217 - Streets - Gas Tax	217.11000 (Cash)	$1,515.00
246 - Landscape Assessment	246.11000 (Cash)	$862.00
255 - CDBG	255.11000 (Cash)	$112.00
405 - Building	405.11000 (Cash)	$721.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,005.00
420 - WATER	420.11000 (Cash)	$869.00
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$796.00
501 - Information Technology	501.11000 (Cash)	$90.00
502 - Engineering	502.11000 (Cash)	$614.00
505 - Fleet	505.11000 (Cash)	$86.00
512 - Casualty Insurance	512.11000 (Cash)	$222,901.00

107847 07/14/2016 Open Accounts Payable DIVISION OF THE STATE $69.00

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ARCHITECT

Invoice	Date	Description	Amount
APR-JUN 2016	07/13/2016	2nd Qtr 2016 Disability Access Fee	$69.00
Paying Fund		Cash Account	Amount
301 - Capital Improvements		301.11000 (Cash)	$69.00

107848 07/14/2016 Open Accounts Payable ECONOMIC & PLANNING INC $700.00

Invoice	Date	Description	Amount
122087-14	06/30/2016	P#13-59 SR 13-03 CDF#3	$700.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$700.00

107849 07/14/2016 Open Accounts Payable EXPRESS PRESS $202.20

Invoice	Date	Description	Amount
30435	06/30/2016	Summer Tiny Tot Shirts	$202.20
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$202.20

107850 07/14/2016 Open Accounts Payable FISHER, ALBERT $374.25

Invoice	Date	Description	Amount
152558	07/05/2016	DJ SERVICES FOR FOURTH OF JULY EVENT	$374.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	($124.75)
120 - Tourism		120.11000 (Cash)	$499.00

107851 07/14/2016 Open Accounts Payable HUB INT'L OF CA INS SVC $207.58

Invoice	Date	Description	Amount
JUNE 2016	06/30/2016	LIABILITY INSURANCE FOR FACILITIES	$207.58
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$207.58

107852 07/14/2016 Open Accounts Payable IBM CORPORATION $999.10

Invoice	Date	Description	Amount
Q2062LV	07/08/2016	JULY 2016 BILLING	$999.10
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$999.10

107853 07/14/2016 Open Accounts Payable JORGENSEN & CO INC $45.00

Invoice	Date	Description	Amount
5600612	06/30/2016	Columbia Pool - Annual Fire Extinguisher Maintenance	$45.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$45.00

107854 07/14/2016 Open Accounts Payable JUSTUS LAWNMOWER SHOP INC $833.08

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Invoice	Date	Description	Amount
405885	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR ASSESSMENTS	$65.00
405886	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR STORM	$171.56
405887	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR STORM	$338.75
405888	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR STORM	$71.01
406090	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR ASSESSMENTS	$20.00
406091	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR ASSESSMENTS	$20.00
406092	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR ASSESSMENTS	$20.00
406093	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR ASSESSMENTS	$20.00
406095	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR ASSESSMENTS	$20.00
406300	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR ASSESSMENTS	$66.76
406094	06/30/2016	MISC SMALL EQUIPMENT SERVICE AND SUPPLIES FOR ASSESSMENTS	$20.00

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$251.76
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$581.32

107855 07/14/2016 Open Accounts Payable KONICA MINOLTA BUSINESS SOLUTIONS USA INC $3,700.14

Invoice	Date	Description	Amount
240350621	07/11/2016	Scanner Warranties (Planning, Buildind & Engineering Scanners)	$3,700.14

Paying Fund	Cash Account	Amount
240 - Small Equipment Replacement	240.11000 (Cash)	$3,700.14

107856 07/14/2016 Open Accounts Payable MISSION LINEN SUPPLY INC $3,937.36

Invoice	Date	Description	Amount
6/30/16 212629	06/30/2016	ASSESSMENT DIST - UNIFORMS	$301.44
6/30/16 154209	06/30/2016	CITY HALL - UNIFORMS/MATS	$153.12
6/30/16 187032	06/30/2016	FIRE STATION 1 - MATS/TOWELS	$183.42
6/30/16 187082	06/30/2016	FIRE STATION 2 - MATS/TOWELS	$162.33
6/30/16 187080	06/30/2016	FIRE STATION 3 - MATS/TOWELS	$53.03
6/30/16 187084	06/30/2016	FIRE STATION 4 - MATS/TOWELS	$73.66
6/30/16 153955	06/30/2016	FLEET SHOP - UNIFORMS/TOWELS	$532.70
6/30/16 153973	06/30/2016	PARKS DEPT - UNIFORMS	$214.40
6/30/16 154207	06/30/2016	POLICE DEPT - UNIFORMS	$43.20
6/30/16 153979	06/30/2016	SEWER (COLLECTIONS) - UNIFORMS	$195.50
6/30/16 212628	06/30/2016	STORMS - UNIFORMS	$81.60
6/30/16 153971	06/30/2016	STREETS - UNIFORMS	$123.00
6/30/16 203896	06/30/2016	SPORTS (TRSC) - UNIFORMS	$31.20

6/30/16 153948	06/30/2016	WATER - UNIFORMS	$203.83
6/30/16 154035	06/30/2016	WASTEWATER (WQC) - UNIFORMS	$1,227.62
6/30/16 227932	06/30/2016	ELECTRICAL (WQC) - UNIFORMS	$237.20
6/30/16 154117	06/30/2016	PEDRETTI - UNIFORMS	$120.11

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$883.16
205 - Sports Facilities	205.11000 (Cash)	$151.31
217 - Streets - Gas Tax	217.11000 (Cash)	$123.00
246 - Landscape Assessment	246.11000 (Cash)	$301.44
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,741.92
420 - WATER	420.11000 (Cash)	$203.83
505 - Fleet	505.11000 (Cash)	$532.70

107857 07/14/2016 Open Accounts Payable MO-CAL OFFICE SOLUTIONS INC $3,056.75

Invoice	Date	Description	Amount
AR242452	06/30/2016	PD ADMIN - For 6/01/16-6/30/16 (Kyocera/Taskalfa 3500I)	$46.00
AR241757	06/30/2016	PD HI TECH - Annual Payment 3/01/16-2/28/17 (Kyocera/KM-1820)	$203.60
AR241746	06/30/2016	PD PROPERTY - Annual Payment 4/01/16-3/31/17 (Kyocera/FS-1135MFP	$203.60
AR241752	06/30/2016	FLEET - Annual Payment 4/01/16-3/31/17 (Kyocera/FS-1135MFP)	$282.89
AR241823	06/30/2016	MS ADMIN - For 5/01/16-5/31/16 (Kyocera/Taskalfa 3051CI)	$203.80
AR241758	06/30/2016	MS WTR RESOURCES - Annual Payment 5/1/16-4/30/17 (Kyocera/Ecosys	$190.73
AR242248	06/30/2016	FINANCE A/R - For 5/01/16-5/31/16 (Kyocera/Taskalfa 3500I)	$78.16
AR242537	06/30/2016	FINANCE A/R - For 6/01/16-6/30/16 (Kyocera/Taskalfa 3500I)	$69.32
AR242574	06/30/2016	HR - For 6/01/16 - 6/30/16 (Kyocera/TAskalfa 3500I)	$55.53
AR242573	06/30/2016	ADMIN - For 3/01/16-5/31/16 (Kyocera/KM-4050)	$916.34
AR241754	06/30/2016	ATTORNEY - Annual Payment 3/01/16-2/28/17 (Kyocera/KM-2530)	$213.25
AR241745	06/30/2016	BUILDING - Annual Payment 4/01/16-3/31/17 (Kyocera/FS-1135MFP)	$203.60
AR242454	06/30/2016	PLANNING - For 6/01/16-6/30/16 (Kyocera/Taskalfa 4500I)	$90.25
AR242453	06/30/2016	RECREATION - For 6/01/16-6/30/16 (Kyocera/Taskalfa 4500I)	$111.09
AR241756	06/30/2016	ENGINEERING - Annual Payment 3/01/16-2/28/17 (Kyocera/Km-1820)	$188.59

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,888.82
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$145.08
405 - Building	405.11000 (Cash)	$203.60
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$269.25
420 - WATER	420.11000 (Cash)	$78.52
502 - Engineering	502.11000 (Cash)	$188.59

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505 - Fleet	505.11000 (Cash)		$282.89

107858 07/14/2016 Open Accounts Payable MODESTO BEE $5,054.85

Invoice	Date	Description	Amount
JUNE 2016	06/30/2016	Client #341902, June 2016 Advertising	$5,054.85
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,443.35
405 - Building		405.11000 (Cash)	$1,205.25
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$736.55
420 - WATER		420.11000 (Cash)	$792.55
501 - Information Technology		501.11000 (Cash)	$877.15

107859 07/14/2016 Open Accounts Payable MOORE WALLACE DBA RR DONNELLY $406.42

Invoice	Date	Description	Amount
444280376	06/30/2016	AP Checks - 6000 checks	$406.42
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$135.48
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$135.47
420 - WATER		420.11000 (Cash)	$135.47

107860 07/14/2016 Open Accounts Payable NELSON\ NYGAARD CONSULTING ASSOCIATES INC $8,858.28

Invoice	Date	Description	Amount
67513	06/30/2016	14-75 SHORT RANGE TRANSIT PLAN 2015-2020	$8,858.28
Paying Fund		**Cash Account**	**Amount**
426 - Transit - Fixed Route		426.11000 (Cash)	$8,858.28

107861 07/14/2016 Open Accounts Payable P G & E $15.68

Invoice	Date	Description	Amount
600Clmbia-7/1/16	07/08/2016	6180280303-3 / 600 Columbia St	$7.84
595High - 7/1/16	07/08/2016	0221941093-9 / 595 High St	$7.84
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$15.68

107862 07/14/2016 Open Accounts Payable PACIFIC STORAGE COMPANY $200.00

Invoice	Date	Description	Amount
2069598	06/30/2016	PD RECORDS - SHREDDING SERVICES FOR JUNE 2016	$22.00
2069599	06/30/2016	PD MAIL ROOM - SHREDDING SERVICES FOR JUNE 2016	$40.00
2069600	06/30/2016	PD OPERATIONS - SHREDDING SERVICES FOR JUNE 2016	$54.00
2069601	06/30/2016	PD DISPATCH - SHREDDING SERVICES FOR JUNE 2016	$22.00
2069602	06/30/2016	PD DETECTIVES - SHREDDING SERVICES FOR JUNE 2016	$40.00
2069603	06/30/2016	FIRE/NP - SHREDDING SERVICES FOR JUNE 2016	$22.00

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$200.00

107863 07/14/2016 Open Accounts Payable RANDIK PAPER CO $2,264.81

Invoice	Date	Description	Amount
103411	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$359.75
103791	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$431.43
104090	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$291.79
103031A	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$77.49
104492	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$351.47
104492A	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$72.97
104757	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$413.12
104090A	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$80.40
105166	06/30/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$236.69
105390	06/30/2016	CREDIT MEMO - REF INVOICE #104090A	($50.30)

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,264.81

107864 07/14/2016 Open Accounts Payable SAFE-T-LITE CO INC $3,301.26

Invoice	Date	Description	Amount
326864	07/12/2016	TRAFFIC CONTROL RENTAL SVS - 4TH OF JULY	$232.47
326871	07/12/2016	TRAFFIC CONTROL RENTAL SERVICES - 4TH OF JULY	$1,989.99
326872	07/12/2016	TRAFFIC CONTROL RENTAL SERVICES - 4TH OF JULY	$1,078.80

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,301.26

107865 07/14/2016 Open Accounts Payable STANTEC CONSULTING INC $8,828.06

Invoice	Date	Description	Amount
1069199	06/30/2016	STANTEC - TURLOCK MUNICIPAL AIRPORT ALP UPDATE	$7,823.78
1069200	06/30/2016	STANTEC - TURLOCK MUNICIPAL AIRPORT OBSTRUCTION SURVEY	$1,004.28

Paying Fund	Cash Account	Amount
401 - Airport	401.11000 (Cash)	$8,828.06

107866 07/14/2016 Open Accounts Payable STOMMEL INC DBA LEHR AUTO ELECTRIC $422.35

Invoice	Date	Description	Amount
01 124619	06/06/2016	INSTALLATION OF VEHICLE GRAPHICS 513/514/523	$422.35

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$422.35

107867 07/14/2016 Open Accounts Payable T I D $146,305.45

Invoice	Date	Description	Amount

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	Stmt: 7/05/16	07/08/2016	000208-012362-0008/ 901 S Walnut (Water Treatment Facility)	$138,121.39
	PO 218 - 7/14/16	07/11/2016	Multiple COT Accounts paid on PO 218	$8,184.06

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,819.74
216 - Streets - Local Transportation	216.11000 (Cash)	$1,543.46
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$138,121.39
426 - Transit - Fixed Route	426.11000 (Cash)	$367.77
505 - Fleet	505.11000 (Cash)	$2,453.09

107868 07/14/2016 Open Accounts Payable TURLOCK SCAVENGER CO INC $649,794.48

Invoice	Date	Description	Amount
MAR 2016	07/13/2016	March 2016 True Up for 15% to TSCO	$157,170.47
APR 2016	07/13/2016	April 2016 True Up for 15% to TSCO	$167,209.99
MAY 2016	07/13/2016	May 2016 True Up for 15% to TSCO	$145,322.82
JUNE 2016	07/13/2016	June 2016 True Up for 15% to TSCO	$180,091.20

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$649,794.48

107869 07/14/2016 Open Accounts Payable TURLOCK UMPIRE GROUP $5,052.00

Invoice	Date	Description	Amount
JUN 2016	06/30/2016	June Invoice-umpire services	$5,052.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$5,052.00

107870 07/14/2016 Open Accounts Payable TURLOCK UNIFIED SCHOOL DISTICT, ACCOUNTS RECEIVABLE $1,795.00

Invoice	Date	Description	Amount
1580	06/30/2016	PHS June Pool Use	$55.00
1596	06/30/2016	PHS June Pool Use	$1,140.00
1574	06/30/2016	THS June Pool Use	$600.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,795.00

107871 07/14/2016 Open Accounts Payable VERIZON WIRELESS $1,640.73

Invoice	Date	Description	Amount
9768127523	06/30/2016	RECREATION 6/04/16 - 7/03/16	$27.04
9768127524	06/30/2016	HOUSING 6/04/16 - 7/03/16	$53.07
9768127522	06/30/2016	BUILDING - 6/04/16 - 7/03/16	$86.18
9768127521	06/30/2016	ENGINEERING BILLING & EQUIPMENT 6/04/16-7/03/16	$1,474.44

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$27.04
255 - CDBG	255.11000 (Cash)	$53.07
405 - Building	405.11000 (Cash)	$86.18
426 - Transit - Fixed Route	426.11000 (Cash)	$37.10

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502 - Engineering	502.11000 (Cash)	$1,437.34

107872 07/14/2016 Open Accounts Payable VISION SERVICE PLAN CA $5,562.86

Invoice	Date	Description	Amount
VSP-JUN-16 CLAIM	06/30/2016	VSP - JUNE 2016 CLAIMS	$3,902.11
VSP-JUL16 PREM	07/13/2016	VSP - JULY 2016 PREMIUMS	$1,660.75
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	$5,562.86

107873 07/14/2016 Open Accounts Payable WALLACE KUHL & ASSOCIATES $2,748.50

Invoice	Date	Description	Amount
201601685	06/30/2016	SR04, CP 15-75 SOUTHWEST QUADRANT FRONTAGE IMPROV	$2,748.50
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$2,748.50

107874 07/14/2016 Open Accounts Payable WESTAMERICA BANK $207,072.71

Invoice	Date	Description	Amount
808-810 S.Soderq	07/13/2016	CertifiedCheck for OldRepublicTitle-purchase 808-810 S Soderquis	$207,072.71
Paying Fund		Cash Account	Amount
256 - Stanislaus Housing Consortium		256.11000 (Cash)	$207,072.71

107875 07/14/2016 Open Accounts Payable WINTON-IRELAND STROM AND GREEN INSURANCE $60,108.00

Invoice	Date	Description	Amount
226382	07/11/2016	Employment Practices Liability Renewal 7/1/16-7/1/17	$60,108.00
Paying Fund		Cash Account	Amount
512 - Casualty Insurance		512.11000 (Cash)	$60,108.00

107876 07/14/2016 Open Accounts Payable ZEE MEDICAL SERVICE CO $110.42

Invoice	Date	Description	Amount
66583065	06/30/2016	Animal Control medical supplies	$110.42
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$110.42

107877 07/14/2016 Open Accounts Payable COOKE, MICHAEL $648.74

Invoice	Date	Description	Amount
FY 15/16-ProfDev	06/30/2016	Professional Development FY2015-16 Michael Cooke	$648.74
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$324.37
420 - WATER		420.11000 (Cash)	$324.37

107878 07/14/2016 Open Accounts Payable DEHART ROOFING INC $359.04

Invoice	Date	Description	Amount
Refund	07/06/2016	FULL REFUND OF BP#16-0633 (ISSUED IN ERROR)	$359.04

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Paying Fund	Cash Account	Amount
405 - Building	405.11000 (Cash)	$359.04

107879 07/14/2016 Open Accounts Payable Fiorini , Janet $300.00

Invoice	Date	Description	Amount
Deposit Refund	07/08/2016	Facility Deposit Refund	$300.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$300.00

107880 07/14/2016 Open Accounts Payable KHINOO, DURAYE $300.00

Invoice	Date	Description	Amount
Reimbursement	07/08/2016	REIMBURSEMENT FOR SWRCB GRADE III WWTPO CERTIFICATE	$300.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$300.00

107881 07/14/2016 Open Accounts Payable LUNSFORD, GARY $1,520.92

Invoice	Date	Description	Amount
Computer Loan	07/08/2016	Computer Loan payment	$1,520.92

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,520.92

107882 07/14/2016 Open Accounts Payable Nevarez, Marisela $300.00

Invoice	Date	Description	Amount
Deposit Refund	07/08/2016	Facility Deposit Refund	$300.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$300.00

107883 07/14/2016 Open Accounts Payable SACRAMENTO COUNTY SHERIFF'S DEPARTMENT $200.00

Invoice	Date	Description	Amount
TR#3963TUITIONRJ	06/17/2016	TR#3963 REGISTRATION - RJACKSON/LE SUMMIT	$200.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$200.00

107884 07/14/2016 Open Accounts Payable TALLONI, ROBERT $499.57

Invoice	Date	Description	Amount
FY 16/17-ProfDev	07/07/2016	Professional Development FY2016-17 Talloni	$499.57

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$499.57

107885 07/14/2016 Open Accounts Payable WHITE, BRIAN $100.76

Invoice	Date	Description	Amount
5/25/16-Mileage	06/30/2016	REIMBURSEMENT MILEAGE-5/25/16-JAC MEETING IN SACRAMENTO	$100.76

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Paying Fund	Cash Account	Amount
265 - Fire Department Grants	265.11000 (Cash)	$100.76

107886 07/14/2016 Open Accounts Payable YOSEMITE CHAPTER OF ICC $250.00

Invoice	Date	Description	Amount
7/27/16-Reg. Fee	07/06/2016	REGISTRATION (ERIC P & PHILLIP S) FOR TI PLAN CHECK	$250.00

Paying Fund	Cash Account	Amount
405 - Building	405.11000 (Cash)	$250.00

Type Check Totals: 50 Transactions $1,580,778.95

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	$1,580,778.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	50	$1,580,778.95	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	$1,580,778.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	50	$1,580,778.95	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**50**	**$1,580,778.95**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**50**	**$1,580,778.95**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**50**	**$1,580,778.95**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**50**	**$1,580,778.95**	**$0.00**

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
107887	07/15/2016	Open			Accounts Payable	OLD REPUBLIC TITLE CO	$78.09		

Invoice	Date	Description	Amount
808-810 Soderq.	07/14/2016	808/810 S Soderquist-Shortage for property acquisition	$78.09

Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$78.09

107888 07/20/2016 Open — Utility Management Refund — AZIZIAN, MASIS — $245.43

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	535826-007	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$245.43

107889 07/20/2016 Open — Utility Management Refund — BETELIA, RAINIER — $255.65

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	127442-002	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$255.65

107890 07/20/2016 Open — Utility Management Refund — BOOM, ANDREW — $92.92

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	768553-002	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$92.92

107891 07/20/2016 Open — Utility Management Refund — BROWN, APRIL — $1,028.64

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	836850-001	CUSTOMER REQ REFUND.	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$1,028.64

107892 07/20/2016 Open — Utility Management Refund — CAMARENA, MICHAEL — $105.25

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	133493-003	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$105.25

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107893 07/20/2016 Open Utility Management Refund CAMPIRANO, RENE $179.48

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	256064-003	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$179.48

107894 07/20/2016 Open Utility Management Refund EDWARD, WARD $227.00

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	719064-002	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$227.00

107895 07/20/2016 Open Utility Management Refund ELIAZADEH, ANITA $109.37

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	172995-002	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$109.37

107896 07/20/2016 Open Utility Management Refund FITZPATRICK HOMES $19.96

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000557-001	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$19.96

107897 07/20/2016 Open Utility Management Refund FLORES, MARIA T $245.33

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	112844-003	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$245.33

107898 07/20/2016 Open Utility Management Refund IRELAND, MICHAEL $100.91

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	T00392-003	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$100.91

107899 07/20/2016 Open Utility Management Refund J & J HOMES LLC $195.17

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	211044-002	MOVE OUT CREDIT	07/20/2016	Refund

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Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$195.17

107900 07/20/2016 Open — Utility Management Refund — JEFFREY, JACQUELYN — $132.97

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000337-002	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$132.97

107901 07/20/2016 Open — Utility Management Refund — KELLY, MATTHEW — $165.93

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	233935-005	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$165.93

107902 07/20/2016 Open — Utility Management Refund — LA BARBERA, MALLORY DIANNE — $139.89

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	148210-002	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$139.89

107903 07/20/2016 Open — Utility Management Refund — LANDLORD PROPERTY MANAGEMENT — $92.23

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	195189-007	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$92.23

107904 07/20/2016 Open — Utility Management Refund — MASON, JAMES — $107.26

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	496359-003	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$107.26

107905 07/20/2016 Open — Utility Management Refund — McRoy Wilbur Community — $22.14

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000600-001	MOVE OUT CREDIT	07/20/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$22.14

107906 07/20/2016 Open — Utility Management — OCONNOR, THOMAS, P — $152.60

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				Refund			
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Flat	T00339-008	MOVE OUT CREDIT	07/20/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$152.60	
107907	07/20/2016	Open		Utility Management Refund	ORELLANA, ALDORA		$148.51
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	349658-004	MOVE OUT CREDIT	07/20/2016	Refund		
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$0.91	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$0.96	
	420 - WATER		420.11000 (Cash)			$146.64	
107908	07/20/2016	Open		Utility Management Refund	RABBANI, ROBBIN		$201.85
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	000544-002	MOVE OUT CREDIT	07/20/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$201.85	
107909	07/20/2016	Open		Utility Management Refund	RASHO, DALIA		$184.43
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	498777-002	MOVE OUT CREDIT	07/20/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$184.43	
107910	07/20/2016	Open		Utility Management Refund	SOLIS, DEBBIE		$65.66
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	201871-002	MOVE OUT CREDIT	07/20/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$65.66	
107911	07/20/2016	Open		Utility Management Refund	WALKER, AMY		$113.96
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	602353-005	MOVE OUT CREDIT	07/20/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$113.96	
107912	07/20/2016	Open		Utility Management Refund	ZOVICHI, MARIET		$162.63
	Account Type	Account Number	Description	Transaction Date	Transaction Type		

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	Single Family Res Metered	757365-004	MOVE OUT CREDIT	07/20/2016	Refund	
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$162.63

107913	07/21/2016	Open	Accounts Payable	A & A PORTABLES INC	$596.63

Invoice	Date	Description	Amount
1-655251	06/30/2016	PORTABLE FOR PEDRETTI	$516.87
1-655834	06/30/2016	PORTABLE FOR ASSESSMENTS	$79.76

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$516.87
246 - Landscape Assessment	246.11000 (Cash)	$79.76

107914	07/21/2016	Open	Accounts Payable	A-Z BUS SALES INC	$699.60

Invoice	Date	Description	Amount
02P413755	06/30/2016	TAKE OUT DRIVER SEAT	$699.60

Paying Fund	Cash Account	Amount
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$699.60

107915	07/21/2016	Open	Accounts Payable	ABNEY CARPET INSTALLATION	$910.75

Invoice	Date	Description	Amount
33377	06/30/2016	REPLACE CARPET YOSEMITE ROOM	$910.75

Paying Fund	Cash Account	Amount
240 - Small Equipment Replacement	240.11000 (Cash)	$910.75

107916	07/21/2016	Open	Accounts Payable	AFLAC	$5,355.23

Invoice	Date	Description	Amount
897606	07/21/2016	AFLAC - JULY 2016 PREMIUMS	$5,355.23

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$5,355.23

107917	07/21/2016	Open	Accounts Payable	AFLAC GROUP INSURANCE	$2,237.94

Invoice	Date	Description	Amount
A070386600	07/21/2016	AFLAC-GROUP: JULY 2016 PREMIUMS	$2,237.94

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$2,237.94

107918	07/21/2016	Open	Accounts Payable	AMERICA'S AUTO GLASS	$158.01

Invoice	Date	Description	Amount
4296	06/30/2016	POL05-1237 FORD TAURUS	$158.01

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$158.01

107919	07/21/2016	Open	Accounts Payable	AMERINATN'L COMM SERVICE	$82.00

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Invoice	Date	Description	Amount
16-1797	06/30/2016	Reconveyance fees for Arevalo-460 E. Linwood Ave	$82.00
Paying Fund		Cash Account	Amount
255 - CDBG		255.11000 (Cash)	$82.00

107920 07/21/2016 Open Accounts Payable AMERINATN'L COMM SERVICE $82.00

Invoice	Date	Description	Amount
16-1798	06/30/2016	Reconveyance fees for Manzo-241 Janelle Ln, Turlock	$82.00
Paying Fund		Cash Account	Amount
255 - CDBG		255.11000 (Cash)	$82.00

107921 07/21/2016 Open Accounts Payable ASSOC RIGHT OF WAY SERV $75.00

Invoice	Date	Description	Amount
000000014397	06/30/2016	SR16-02, CP 13-65 INTERS IMPROV AT N OLIVE/WAYSIDE, JUN SVS	$75.00
Paying Fund		Cash Account	Amount
215 - Streets - Grant Funded Projects		215.11000 (Cash)	$75.00

107922 07/21/2016 Open Accounts Payable AT&T/SBC $33.29

Invoice	Date	Description	Amount
7/07/16 - PD	07/18/2016	Acct# 234 371-3447 543 0/ Police Dept	$33.29
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$33.29

107923 07/21/2016 Open Accounts Payable BARTKIEWICZ KRONICK & SHANAHAN $2,726.11

Invoice	Date	Description	Amount
6-30-2016	07/07/2016	SRWA - Professional legal services for June 2016	$2,726.11
Paying Fund		Cash Account	Amount
950 - SRWA		950.11000 (Cash)	$2,726.11

107924 07/21/2016 Open Accounts Payable BLX GROUP LLC $2,250.00

Invoice	Date	Description	Amount
4161211636062716	06/28/2016	Interim arbitrage rebate services - 2008 Water Bonds	$2,250.00
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$2,250.00

107925 07/21/2016 Open Accounts Payable CENTRAL SANITARY SUPPLY $2,213.34

Invoice	Date	Description	Amount
707632	06/30/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$429.19
709433	06/30/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$530.03
709443	06/30/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$33.26
709450	06/30/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$26.80
711196	06/30/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$393.33

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712921	06/30/2016	JANITORIAL PAPER & CLEANING SUPPLIES		$887.69
14976	06/30/2016	CREDIT MEMO - REF INV #7142921 - INCORRECT AMOUNT		($591.70)
714675	06/30/2016	JANITORIAL PAPER & CLEANING SUPPLIES		$504.74
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,213.34

107926 07/21/2016 Open Accounts Payable CHARTER COMMUNICATIONS $588.98

Invoice	Date	Description	Amount
0465535 -7/12/16	07/18/2016	8203 13 001 0465535 / Admin Internet	$69.98
0072829 -7/12/16	07/18/2016	8203 13 005 0072829 / Muni Internet	$60.00
0461088 -7/12/16	07/18/2016	8203 13 001 0461088 / City Hall	$399.00
0763228 -7/15/16	07/18/2016	8203 13 001 0763228 / IT Internet	$60.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$69.98
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$60.00
501 - Information Technology		501.11000 (Cash)	$459.00

107927 07/21/2016 Open Accounts Payable COMBINED BENEFITS ADMINISTRATORS $380,495.01

Invoice	Date	Description	Amount
RX 6/15/16	06/30/2016	RX Claims Ending 6/15/16	$70,983.70
Annual Agg 16/17	07/21/2016	Annual Aggregate FY 16/17	$33,480.00
Ranes, D-Reimb	06/30/2016	Ranes, David - Reinsurance Reimbursement	$51,677.46
Ranes, D - Reimb	06/30/2016	Ranes, D - Reinsurance Reimbursement	$40,175.00
CK Run 7/5/16	06/30/2016	Check Run 7/5/16	$34,063.06
CK Run 7/19/16	07/21/2016	Check Run 7/19/16	$2,693.51
7/19/16-FY15/16	06/30/2016	Check Run 7/19/16	$60,748.90
CK Run 7/12/16	06/30/2016	Check Run 7/12/16	$80,078.15
7/15/16-Flex/Dep	07/21/2016	FLEX MED/DEP CARE	$6,595.23
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	$380,495.01

107928 07/21/2016 Open Accounts Payable CVCWA $10,000.00

Invoice	Date	Description	Amount
17-048	07/01/2016	CVCWA MEMBERSHIP RENEWAL	$10,000.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$10,000.00

107929 07/21/2016 Open Accounts Payable DAVIDOVITZ & BENNETT LLP $1,580.65

Invoice	Date	Description	Amount
10123	06/30/2016	16-34 MCI LAWSUIT	$1,580.65
Paying Fund		Cash Account	Amount
512 - Casualty Insurance		512.11000 (Cash)	$1,580.65

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107930	07/21/2016	Open		Accounts Payable	DAVIS, MATTHEW, W	$785.00

Invoice	Date	Description	Amount
24836	07/19/2016	BOUNCIN BINS - 4TH OF JULY EVENT AT CSUS	$785.00
Paying Fund		**Cash Account**	**Amount**
120 - Tourism		120.11000 (Cash)	$785.00

107931	07/21/2016	Open		Accounts Payable	DEERE & COMPANY	$9,699.78

Invoice	Date	Description	Amount
115384689	06/30/2016	GATOR FOR TRSC	$9,699.78
Paying Fund		**Cash Account**	**Amount**
112 - GF Reserve for Capital Purchases		112.11000 (Cash)	$9,699.78

107932	07/21/2016	Open		Accounts Payable	FARIA, JAMIE	$142.00

Invoice	Date	Description	Amount
7/15/16 Payroll	07/21/2016	7/15/16 Payroll -Withholding	$142.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$142.00

107933	07/21/2016	Open		Accounts Payable	FASTENAL COMPANY INC	$6.45

Invoice	Date	Description	Amount
CATUR118981	06/30/2016	HEX DRIVE BLACK FLAT SOCKET CAP SCREWS	$6.45
Paying Fund		**Cash Account**	**Amount**
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$6.45

107934	07/21/2016	Open		Accounts Payable	FEDERAL EXPRESS	$594.55

Invoice	Date	Description	Amount
5-481-39406 A	06/30/2016	Statement 7/15/16 - Shipping Charges / FY1516	$222.61
5-481-39406	06/30/2016	Statement 7/15/16 - Shipping Charges / FY1617	$371.94
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$368.98
255 - CDBG		255.11000 (Cash)	$15.90
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$190.40
426 - Transit - Fixed Route		426.11000 (Cash)	$19.27

107935	07/21/2016	Open		Accounts Payable	GCR TIRES & SERVICE	$40.00

Invoice	Date	Description	Amount
858-23480	06/30/2016	ST99-7003 FLAT SERVICE	$40.00
Paying Fund		**Cash Account**	**Amount**
217 - Streets - Gas Tax		217.11000 (Cash)	$40.00

107936	07/21/2016	Open		Accounts Payable	GENERAL AIR COMPRESSORS NORTH	$12,320.23

Invoice	Date	Description	Amount

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14779	06/30/2016	DIRECT DRIVE ROTARY SCREW COMPRESSOR		$12,320.23
Paying Fund		Cash Account		Amount
506 - Vehicle/Equipment Replacement		506.11000 (Cash)		$12,320.23

107937 07/21/2016 Open Accounts Payable GOMES & SONS INC, JOE M $16,976.59

Invoice	Date	Description	Amount
6/01/16-6/30/16	06/30/2016	CUST #24090 - Fuel Expense for 6/01/16 - 6/30/16	$15,734.13
186178	06/30/2016	Fuel for Fire #3	$1,242.46
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$8,668.90
205 - Sports Facilities		205.11000 (Cash)	$176.77
217 - Streets - Gas Tax		217.11000 (Cash)	$1,211.31
246 - Landscape Assessment		246.11000 (Cash)	$1,476.74
256 - Stanislaus Housing Consortium		256.11000 (Cash)	$30.49
405 - Building		405.11000 (Cash)	$282.60
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,787.46
420 - WATER		420.11000 (Cash)	$856.55
425 - Transit - Dial-A-Ride		425.11000 (Cash)	$2,127.09
426 - Transit - Fixed Route		426.11000 (Cash)	$242.37
502 - Engineering		502.11000 (Cash)	$116.31

107938 07/21/2016 Open Accounts Payable GOMES PROPANE $155.26

Invoice	Date	Description	Amount
10829	06/30/2016	PROPANE FOR STREETS	$43.86
10836	06/30/2016	PROPANE FOR STREETS	$61.35
10842	06/30/2016	PROPANE FOR STREETS	$50.05
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$155.26

107939 07/21/2016 Open Accounts Payable GRAINGER INC, W W $823.02

Invoice	Date	Description	Amount
9135385335	06/30/2016	MARKING PAINT CAUTION BLUE	$37.84
9139699335	06/30/2016	THERMOSTAT GUARD	$123.98
9138502498	06/30/2016	HYDRANT WRENCH, SPRAYER, BRUSH, BOTTLE	$124.65
9141369521	06/30/2016	SQUEEGEE HANDLE, HAND SCOOP	$102.24
9142281584	06/30/2016	FLOOR SQUEEGEE	$106.68
9142281592	06/30/2016	FAUCET	$193.49
9146490942	06/30/2016	STRIPPING PAD, HEAD BAND	$33.00
9152555968	06/30/2016	HEAD BANDS	$25.14
9154496732	06/30/2016	MOP, GLUE TRAP	$76.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$193.49
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$629.53

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107940 07/21/2016 Open Accounts Payable HD SUPPLY WATERWORKS LTD $4,810.29

Invoice	Date	Description	Amount
F636470	06/30/2016	8" Octave Ultra Sonic Meter with Encoder Module	$4,810.29

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$4,810.29

107941 07/21/2016 Open Accounts Payable HILMAR READY MIX $177.59

Invoice	Date	Description	Amount
7288	06/30/2016	18" SEWER MAIN	$107.63
7290	06/30/2016	WASHINGTON G-5 WATER BOX	$69.96

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$107.63
420 - WATER	420.11000 (Cash)	$69.96

107942 07/21/2016 Open Accounts Payable JUSTUS LAWNMOWER SHOP INC $1,115.48

Invoice	Date	Description	Amount
406386	06/30/2016	ECHO HEDGE TRIMMER STARTER REPAIR FOR ASSESSMENTS	$26.54
406387	06/30/2016	ECHO HEDGE TRIMMER SERVICE FOR ASSESSMENTS	$20.00
406388	06/30/2016	ECHO-SRM266 SERVICE FOR ASSESSMENTS	$157.79
406389	06/30/2016	ECHO-PE266 SERVICE FOR ASSESSMENTS	$173.03
406390	06/30/2016	ECHO-PE266 SERVICE FOR ASSESSMENTS	$158.73
406391	06/30/2016	ECHO-HEDGE TRIMMER FOR ASSESSMENTS	$20.00
406393	06/30/2016	ECHO-PE266 SERVICE FOR ASSESSMENTS	$155.57
406392	06/30/2016	ECHO-PE266 SERVICE/PARTS FOR ASSESSMENTS	$167.49
406395	06/30/2016	EDGER POWER TRIM SERVICE/PARTS FOR ASSESSMENTS	$200.06
406445	06/30/2016	ECHO-PE265 SERVICE/PARTS FOR TRSC	$36.27

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$36.27
246 - Landscape Assessment	246.11000 (Cash)	$1,079.21

107943 07/21/2016 Open Accounts Payable LEHIGH HANSON INC $333.75

Invoice	Date	Description	Amount
1694186	06/30/2016	ASPHALT FOR STREETS	$164.18
1693292	06/30/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$92.83
1693719	06/30/2016	ASPHALT FOR STREETS	$76.74

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$278.05
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$55.70

107944 07/21/2016 Open Accounts Payable MHK CONSTRUCTION $71,335.11

Invoice	Date	Description	Amount

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P# 11-43, PP3	06/30/2016	11-43 N TEGNER RD AND TAYLOR RD INTERS IMPROVEMENTS-JUN SVS		$71,335.11
Paying Fund		Cash Account		Amount
306 - North Turlock Master Plan		306.11000 (Cash)		$71,335.11

107945 07/21/2016 Open Accounts Payable NORMAC INC $31.53

Invoice	Date	Description	Amount
717400	06/30/2016	TORO NOZZLE FOR ASSESSMENTS	$31.53
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	$31.53

107946 07/21/2016 Open Accounts Payable OWSLEY, ROBERT $480.13

Invoice	Date	Description	Amount
07072016	07/18/2016	LOCKS FOR SENIOR CENTER	$480.13
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$480.13

107947 07/21/2016 Open Accounts Payable P G & E $7,113.66

Invoice	Date	Description	Amount
791Wlnt -7/10/16	07/18/2016	6182877164-4 / 791 S Walnut Rd	$20.54
701WlntE-7/10/16	07/18/2016	6141210500-1 / 701 S Walnut Rd E	$8.11
701WlntA-7/12/16	07/18/2016	3794250242-0 / 701 S Walnut Rd Ste A	$1,080.06
PSF - 7/12/16	07/18/2016	8391988340-1 / 244 N Broadway-PSF	$2,922.77
CNG - 7/13/16	07/18/2016	8466606707-3 / 901 S Walnut Rd CNG	$3,070.78
Fire#4 - 7/14/16	07/18/2016	7556584382-0 / 2820 N Walnut-Fire #4	$11.40
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$2,954.71
217 - Streets - Gas Tax		217.11000 (Cash)	$8.11
426 - Transit - Fixed Route		426.11000 (Cash)	$1,080.06
505 - Fleet		505.11000 (Cash)	$3,070.78

107948 07/21/2016 Open Accounts Payable PIRES, LIPOMI & NAVARRO ARCHITECTS $20,146.05

Invoice	Date	Description	Amount
2206	06/30/2016	12-60B TURLOCK REGIONAL TRANSIT CENTER PH2-JUN SVS	$5,954.80
2178	06/30/2016	SR01-CP 13-65 INTERSECTION IMPROV AT OLIVE & WAYSIDE	$14,191.25
Paying Fund		Cash Account	Amount
215 - Streets - Grant Funded Projects		215.11000 (Cash)	$14,191.25
426 - Transit - Fixed Route		426.11000 (Cash)	$5,954.80

107949 07/21/2016 Open Accounts Payable PRECISION CONCRETE CUTTING $2,536.00

Invoice	Date	Description	Amount
47631	06/30/2016	SIDEWALK TRIP HAZARD REMOVAL SERVICES	$2,536.00

Payment Register

From Payment Date: 7/15/2016 - To Payment Date: 7/21/2016

Paying Fund	Cash Account	Amount
301 - Capital Improvements	301.11000 (Cash)	$2,536.00

107950 07/21/2016 Open Accounts Payable PRESENTATION PRODUCTS INC $7,762.95

Invoice	Date	Description	Amount
349103	06/30/2016	VQ PERFECTA COLOR PRINTER FOR RECREATION	$7,762.95

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$7,762.95

107951 07/21/2016 Open Accounts Payable ROLFE CONSTRUCTION $25,221.00

Invoice	Date	Description	Amount
P#13-44 FINAL	06/30/2016	13-44 WET UTILITY IMPROVEMENTS (4TH/A)	$21,971.00
P#11-58FINAL-CCO	06/30/2016	11-58 E MAIN ST WATERLINE REPLACEMENT-THRU JUN SVS	$3,250.00

Paying Fund	Cash Account	Amount
413 - WQC-Capital Expansion Reserve	413.11000 (Cash)	$21,971.00
420 - WATER	420.11000 (Cash)	$3,250.00

107952 07/21/2016 Open Accounts Payable SAN JOAQUIN VALLEY $785.00

Invoice	Date	Description	Amount
N116131	07/19/2016	16/17 Annual Permits to Operate	$785.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$785.00

107953 07/21/2016 Open Accounts Payable SHARCAR ENTERPRISES INC $4,480.00

Invoice	Date	Description	Amount
90831	06/30/2016	INSTALL GRANITE COUNTER TOP IN FINANCE	$4,480.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,239.99
420 - WATER	420.11000 (Cash)	$2,240.01

107954 07/21/2016 Open Accounts Payable SPRINT $1,448.11

Invoice	Date	Description	Amount
637094318-175	06/30/2016	Sprint 6/08/16 - 7/07/16	$1,448.11

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$354.69
205 - Sports Facilities	205.11000 (Cash)	$42.28
217 - Streets - Gas Tax	217.11000 (Cash)	$129.94
246 - Landscape Assessment	246.11000 (Cash)	$47.20
270 - Recreation Grants	270.11000 (Cash)	$12.30
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$419.90
420 - WATER	420.11000 (Cash)	$410.04
505 - Fleet	505.11000 (Cash)	$31.76

Payment Register

From Payment Date: 7/15/2016 - To Payment Date: 7/21/2016

107955 07/21/2016 Open Accounts Payable STANISLAUS CO PLANNING $741.44

Invoice	Date	Description	Amount
Draw 4	06/30/2016	STANISLAUS COUNTY HOME CONSORTIUM FY2015-2016	$741.44
Paying Fund		Cash Account	Amount
256 - Stanislaus Housing Consortium		256.11000 (Cash)	$741.44

107956 07/21/2016 Open Accounts Payable SUPPORT PAYMENT CLEARING $439.13

Invoice	Date	Description	Amount
7/15/16 Payroll	07/21/2016	7/15/16 Payroll - Becchetti, Peter Withholding	$439.13
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$439.13

107957 07/21/2016 Open Accounts Payable T I D $44,632.09

Invoice	Date	Description	Amount
Stmt: 7/09/16	07/18/2016	000208-024467-0007/ 156 S Broadway (City Hall)	$7,502.57
Stmt 7/05/16	07/18/2016	000208-030754-0004/ Hamilton & Minaret (Fire Station #1)	$986.56
Fire - 7/07/16	07/18/2016	000208-003110-0001 / Fire Station 4	$103.72
Fire - 7/7/16	07/18/2016	000208-003110-0002 / Fire Station 4	$239.19
Rec - 7/09/16	07/18/2016	000208-030977-0003 / 144 S Broadway	$23.95
Rec - 7/9/16	07/18/2016	000208-030977-0005 / 144 S Broadway	$323.06
PO 237 - 7/21/16	07/18/2016	Multiple COT Accounts paid in PO 237	$13,359.47
PO 246 - 7/21/16	07/19/2016	Multiple COT Accounts paid on PO 246	$22,093.57
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$11,855.69
216 - Streets - Local Transportation		216.11000 (Cash)	$26,210.64
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$6,397.80
420 - WATER		420.11000 (Cash)	$167.96

107958 07/21/2016 Open Accounts Payable TANK TOWN MEDIA LLC $681.00

Invoice	Date	Description	Amount
31889	06/30/2016	Information Technology Recruitment	$309.00
31572	06/30/2016	Building Inspector I/II Recruitment	$372.00
Paying Fund		Cash Account	Amount
405 - Building		405.11000 (Cash)	$372.00
501 - Information Technology		501.11000 (Cash)	$309.00

107959 07/21/2016 Open Accounts Payable TID $5,510.00

Invoice	Date	Description	Amount
MONTANA PK	07/18/2016	15-43 MONTANA NEIGHBORHOOD PK -100A 3 PHASE 277/480 SVS	$5,510.00
Paying Fund		Cash Account	Amount
269 - Parks & Public Facilities Grants		269.11000 (Cash)	$5,510.00

Payment Register

From Payment Date: 7/15/2016 - To Payment Date: 7/21/2016

107960 07/21/2016 Open Accounts Payable TURLOCK JOURNAL $635.28

Invoice	Date	Description	Amount
152338	06/30/2016	AD#142528,PT WaterConservationWorker Recuitment	$99.00
153169	06/30/2016	Ad#14258, PT GI Technician recruitment	$35.50
152340	06/30/2016	Ad#14258, IT Analyst I/II/SR Recruitment	$81.00
153170	06/30/2016	Ad#14258,PT NEIGHBORHOOD PRESERVATION RECRUITMENT	$28.00
152339	06/30/2016	Ad#14258,PT CLERICAL RECRUITMENT	$31.00
151312	06/30/2016	Ad#15310-Classified AD-Zoning Updates	$250.50
151249	06/30/2016	Ad#15310-Legal Ad-Public Hearings	$110.28

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$388.78
405 - Building	405.11000 (Cash)	$31.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$35.50
420 - WATER	420.11000 (Cash)	$99.00
501 - Information Technology	501.11000 (Cash)	$81.00

107961 07/21/2016 Open Accounts Payable TURLOCK SCAVENGER CO INC $1,100,000.00

Invoice	Date	Description	Amount
JUN 2016-PYMT 2	07/19/2016	JUNE 2016 PAYMENT #2	$400,000.00
JUL 2016	07/21/2016	JULY 2016 PAYMENT	$700,000.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,100,000.00

107962 07/21/2016 Open Accounts Payable TURLOCK UNIFIED $115.50

Invoice	Date	Description	Amount
1631	07/18/2016	Facility Rental	$115.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$115.50

107963 07/21/2016 Open Accounts Payable TYLER TECHNOLOGIES INC. $1,753.98

Invoice	Date	Description	Amount
50722	06/30/2016	Travel Expenses/Jim Schulte	$1,753.98

Paying Fund	Cash Account	Amount
240 - Small Equipment Replacement	240.11000 (Cash)	$1,753.98

107964 07/21/2016 Open Accounts Payable UNION PACIFIC RAILROAD $3,195.00

Invoice	Date	Description	Amount
90063863	06/30/2016	14-28 INTERSECTION IMPROV AT N GOLDEN STATE BLVD/FULKERTH	$3,195.00

Paying Fund	Cash Account	Amount
215 - Streets - Grant Funded Projects	215.11000 (Cash)	$3,195.00

Payment Register

From Payment Date: 7/15/2016 - To Payment Date: 7/21/2016

107965 07/21/2016 Open Accounts Payable US BANK-VISA $106,544.54

Invoice	Date	Description	Amount
6/22/16 x 9452	06/30/2016	US Bank / Procurement-Card Statement 6-22-16	$106,544.54

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$41,449.56
116 - Special Public Safety	116.11000 (Cash)	$204.45
120 - Tourism	120.11000 (Cash)	$881.22
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$906.79
205 - Sports Facilities	205.11000 (Cash)	$3,359.43
216 - Streets - Local Transportation	216.11000 (Cash)	$13.95
217 - Streets - Gas Tax	217.11000 (Cash)	$4,565.99
240 - Small Equipment Replacement	240.11000 (Cash)	$807.50
242 - Computer Replacement	242.11000 (Cash)	$1,076.14
246 - Landscape Assessment	246.11000 (Cash)	$5,883.37
255 - CDBG	255.11000 (Cash)	$115.82
265 - Fire Department Grants	265.11000 (Cash)	$151.25
266 - Police Services Grants	266.11000 (Cash)	$3,102.48
270 - Recreation Grants	270.11000 (Cash)	$5,004.64
301 - Capital Improvements	301.11000 (Cash)	$1,018.76
306 - North Turlock Master Plan	306.11000 (Cash)	$488.18
405 - Building	405.11000 (Cash)	$1,563.05
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$14,415.86
420 - WATER	420.11000 (Cash)	$4,157.77
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$408.37
501 - Information Technology	501.11000 (Cash)	$16,089.36
502 - Engineering	502.11000 (Cash)	$297.80
505 - Fleet	505.11000 (Cash)	$309.25
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$136.91
602 - Downtown Improvement Project	602.11000 (Cash)	$136.64

107966 07/21/2016 Open Accounts Payable UTILITY TELEPHONE, INC. $795.84

Invoice	Date	Description	Amount
Stmt: 7/16/16	07/18/2016	Acct #128444 - Public Safety internet service	$795.84

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$795.84

107967 07/21/2016 Open Accounts Payable WEST YOST ASSOCIATES $252,364.90

Invoice	Date	Description	Amount
2030224	06/30/2016	SRWA - Program Mangement Services for June 2016 Services	$252,364.90

Paying Fund	Cash Account	Amount
950 - SRWA	950.11000 (Cash)	$252,364.90

107968 07/21/2016 Open Accounts Payable Cannella , Debra $172.58

Payment Register

From Payment Date: 7/15/2016 - To Payment Date: 7/21/2016

Invoice	Date	Description	Amount
Refund	07/19/2016	Special Event Refund	$172.58
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$172.58

107969 07/21/2016 Open Accounts Payable JACKSON, ROBERT $110.00

Invoice	Date	Description	Amount
TR3963PERDIEMRJ	07/15/2016	TR 3963 PER DIEM FOR ROBERT JACKSON FOR LE SUMMIT	$110.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$110.00

107970 07/21/2016 Open Accounts Payable MUIR, DANA $162.00

Invoice	Date	Description	Amount
TR3971-PER DIEM	07/15/2016	TR 3971 PER DIEM FOR DANA MUIR FOR DISPATCHER ROLES COURSES	$162.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$162.00

107971 07/21/2016 Open Accounts Payable ROSS F. CARROLL INC. $5,500.00

Invoice	Date	Description	Amount
EP 16-121E	07/18/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-121E	$5,500.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$5,500.00

107972 07/21/2016 Open Accounts Payable Zuniga, Jesus $111.00

Invoice	Date	Description	Amount
1135 Baywood Ln	07/06/2016	Reimbursement for overpayment on payoff of FTHB loan.	$111.00
Paying Fund		Cash Account	Amount
256 - Stanislaus Housing Consortium		256.11000 (Cash)	$111.00

Type Check Totals: 86 Transactions $2,127,441.61

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$2,127,441.61	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$2,127,441.61	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$2,127,441.61	$0.00

Payment Register

From Payment Date: 7/15/2016 - To Payment Date: 7/21/2016

	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$2,127,441.61	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$2,127,441.61	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$2,127,441.61	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$2,127,441.61	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$2,127,441.61	$0.00

5B

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

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MINUTES
Regular Meeting
Turlock City Council

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: Boy Scouts of America Troop 451 led the Pledge of Allegiance to the United States Flag.

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

A. Mayor Soiseth presented a Proclamation to Turlock Police Lieutenant Joey Mercado and Crime Prevention Specialist Michelle Backeroff in recognition of National Night Out to be held August 2, 2016, from 5:30 p.m. to 9:00 p.m. Ms. Backeroff recognized all who were involved in organizing the event, provided event information and statistics, highlighted the gathering at Columbia Park hosted by Parks, Recreation and Public Facilities, and encouraged all Councilmembers and the community to attend.

B. Mayor Soiseth presented a Certificate of Recognition to Million Acts of Kindness award recipient Lancaster Painting who painted the Police Activity League and Marty Yerby Center building as a result of their "Love Turlock" commitment. Lancaster Painting was represented by Stephanie Talkington and Jennifer Gonzalez who thanked Council for the recognition and noted giving back to the community is a core value of their organization.

C. Mayor Soiseth introduced Stanislaus County Community Development and Empowerment Manager Ruben Imperial and Stanislaus County District 3 Supervisor Terry Withrow. Supervisor Withrow provided information about the origins of the Focus on Prevention Initiative and Turlock Police Chief Robert Jackson, a member of the Focus on Prevention Stewardship Council, spoke regarding his positive experience representing the Government sector.

Ruben Imperial spoke regarding the Focus on Prevention Initiative's purpose of improving the quality of life of all Stanislaus residents and families through coordinated prevention efforts that work across multiple sectors to promote health and well-being. Mr. Imperial provided information about focus areas, leadership structure, guiding values, overarching results, and priorities for 2016.

Mayor Soiseth opened the public comment period.

Gil Esquer inquired as to where he could obtain information about the program. Mr. Imperial noted information could be found at preventionfocus.net.

Mayor Soiseth closed public comment.

3. **A. SPECIAL BRIEFINGS**: None

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B. STAFF UPDATES

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

   Development Services Director Mike Pitcock provided updates on the Capital Improvement Plan and Equipment Replacement Plan, maintaining staffing levels, maintaining adequate storm drain and sewer capacity, implementation of the crack sealing pilot project, addressing the entrance corridor of West Main Street from State Route 99 to the downtown, Montana Park development, relocation of the Brandon Koch Memorial Skate Park to Donnelly Park, preparation and adoption of an update to the Housing Element of the General Plan, preparation of the South County Corridor Feasibility Study, review and update of the Zoning Ordinance to include sign and noise revisions, preparation of a downtown parking plan, and purchase of new electronic plan review software.

   Police Chief Jackson provided updates on completion of hiring the crime analyst, identification of a replacement CAD/RMS system, identification of a body worn camera system, and implementation of the three-phased staffing plan.

   City Manager Gary Hampton noted that beginning at the September 13, 2016 City Council meeting, he will be incorporating a visual document into the agenda that will allow Council to easily scan the Policy Goals and Implementation Plan for current information.

Mayor Soiseth handled Item 3B3 out of order.

3. Animal Control Officer Glena Jackson provided a Pet of the Month update, including information about "Pet of the Month" Pet No. 5-83, Turlock Animal Shelter hours and location, pet adoptions, and monthly pricing specials.

2. Police Chief Robert Jackson provided a briefing on crime trends in Turlock, including information about recession related reduction in staffing and resources, impacts of AB 109 and Proposition 47, Part One Crime statistics from 2006 to present, staffing levels from 2006 through 2015, the three-phased plan for the future including traditional policing, enhanced prevention, community and regional partnerships, current crime prevention efforts and future goals, current partnerships and future goals, steps taken to enhance policing, enhancement efforts made through the use of technology, identification of technology to enhance future efforts, future implementation of the three-phased plan, and future challenges.

   Council and staff discussion included the need for more detailed statistical information, the inclusion of municipal code violations, effects on crime in relation to hiring additional personnel, monitoring of social media, differences between the CORE and CAGE units, efforts to predict future vacancies, cross training of employees, purchase of predictive software for use by the crime analyst and current tools being used, concerns about Police leadership, concerns over lack of an actual plan being presented, request for a presentation at the August 9, 2016 Council meeting for a plan to address increased criminal activity, and the potential for policy changes to allow over-hiring of police officers to provide a buffer when retirements and unexpected injuries and openings occur.

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Greg Oliveira praised the Police Department and Council for their efforts, but noted he has seen an increase of crime in his neighborhood. Mr. Oliveira noted his family doesn't feel safe in their own home, shared that many crimes go unreported, spoke regarding the potential for a town hall meeting to discuss concerns, and agreed that Proposition 47 and AB 109 have presented challenges.

Gil Esquer spoke regarding his satisfaction with the Police and Fire Departments, his feelings that the Police Department is understaffed, and the importance of finding solutions through collaboration with the City Council and community.

Milt Trieweiler spoke regarding his personal experience of crime being at its worst during the 2006-07 era, provided a statistical comparison between world population and prison population in the United States, and the need to be preventative and find new solutions in policing rather than request additional funding.

Frank Johnson, President of the Stanislaus County NAACP, Modesto branch, spoke regarding the importance of policing and community relationships, fear of negative response from law enforcement being a reason some people do not report crime, and the importance of a leader also being a servant.

Councilmember Bublak spoke regarding creation of a tangible plan, using unspent funding from staffing vacancies to augment the budget, and requested the City Manager work with the Police Chief to bring back a tangible report at the August 9, 2016 City Council meeting. Mr. Hampton noted he would make a concerted effort to work with Chief Jackson and his staff to bring back a measurable plan at the August 9, 2016 meeting, work with Finance to pursue utilizing the full allocation of funds to the Police Department, and correlate those funds with crime trends during the current calendar year and focus more resources directly to impacting those crime trends.

Additional Council discussion included the need for citizens to report crime when it occurs, the importance of holding people accountable for their actions, the importance of community partnerships, a reevaluation or update of the three-phased plan to reflect current conditions, and the potential for Council to make policy decisions that would provide flexibility to fill positions before they become vacant.

Mayor Soiseth finished discussion by noting that crime levels are unacceptable and requested that statistical information be broken down further and include municipal code violations which directly relate to quality of life issues. He noted that in addition to the discussion related to funding levels, hiring practices, and community policing, that attention be given to responsiveness and engaging the community through social media and neighborhood outreach. Mayor Soiseth encouraged both internal and external partnerships and new strategies to get necessary resources to our community. In addition, he requested a special meeting be scheduled in September to discuss crime and crime rates in our community. Lastly, Mayor Soiseth requested a standing Crime Statistics Staff Update be placed on the Council agenda.

Councilmember DeHart stepped down from the dais.

C. PUBLIC PARTICIPATION: None

Councilmember DeHart returned to the dais.

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

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

Mayor Soiseth provided information about a new tool that was recently added to the City of Turlock's website entitled "Open Government" in an effort to be as open and transparent as possible.

5. CONSENT CALENDAR:

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

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

A. **Resolution No. 2016-169** Accepting Demands of 6/23/16 in the amount of $452,773.28; Demands of 6/30/16 in the amount of $1,602,890.23; Demands of 4/30/16 in the amount of $640,813.86

B. *Motion*: Accepting Minutes of Regular Meeting of July 12, 2016

C. 1. *Motion*: Approving Contract Change Order No. 1 (Final), in the amount of $3,589.25 (Fund 240), for City Project No. 14-26B, "Council Chambers Improvements," bringing the contract total to $501,396.25

2. *Motion*: Accepting improvements for City Project No. 14-26B, "Council Chambers Improvements," and authorizing the City Engineer to file a Notice of Completion

D. 1. *Motion*: Approving Contract Change Order No. 1 (Final), in the amount of $629.60 (Fund 205), for City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement," bringing the contract total to $9,463.98

2. *Motion*: Accepting improvements for City Project No.15-82, "Turlock Regional Sports Complex Fence Replacement," and authorizing the City Engineer to file a Notice of Completion

E. **Resolution No. 2016-170** Accepting an in-kind donation from Lancaster Painting to paint the Police Activities League and Marty Yerby buildings located at Columbia Park as part of the "Love Turlock" event

F. 1. **Resolution No. 2016-171** Adopting a resolution that incorporates the amendments to Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches as approved by the City Council on January 12, 2016 and directing staff to record said resolution with the County Clerk's office

2. **Resolution No. 2016-172** Adopting a resolution that incorporates the amendments to Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees as approved by the City Council on January 12, 2016 and directing staff to record said resolution with the County Clerk's office

G. **Resolution No. 2016-173** Accepting the Turlock Downtown Property Owners Association 2015-2016 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650

H. *Motion*: Approving Amendment No. 2 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., extending the term of the contract through December 31, 2016, for additional work for the Rehabilitation/Modification Services of Well 32

I. *Motion*: Awarding RFP 16-356 and Contract No. 16-082 to CalChem of Modesto, for the purchase of Aluminum Chlorohydrate for the Turlock Regional Water Quality Control Facility, in an annual amount not to exceed $300,000 and $600,000 for a period of twenty-four (24) months, having met all the specifications of RFP 16-356 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

J. *Motion*: Awarding RFP 16-357 and Contract No. 16-079 to Financial Credit Network, Inc. of Visalia, for collection agency services in an annual amount not to exceed $10,000 and $20,000 for a period of twenty-four (24) months, having met all the specifications of RFP 16-357 pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

K. 1. *Motion*: Approving a Policy Manual Subscription Agreement with Lexipol, LLC to provide for the implementation and maintenance of a Fire Policy Manual, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, for an initial period of 12 months, with a total cost not to exceed $13,078

2. **Resolution No. 2016-174** Appropriating $13,078 to 110-30-300.43246 "Policy Manual," $13,078 to 110-30-300.38001_260 "Transfer In Policy Manual" and $13,078 to 116-30-305.48001_260 "Transfer Out Policy Manual" for a transfer from Fund 116 "Special Public Safety-Fire" reserve balance for the purchase and maintenance of an online Policy Manual Subscription Agreement with Lexipol, LLC

L. *Motion*: Approving an Operational Agreement between the City of Turlock and the Haven Women's Center of Stanislaus to coordinate and provide services to sexual assault and domestic violence victims in the City of Turlock

M. 1. *Motion*: Approving the Lease Agreement for nine (9) new Kyocera multifunctional copiers (MFP) for various City offices through the Association of Education of Purchasing Agencies (AEPA) Contract No. AEPA009.D from US Bank Equipment Finance as the lessor, for a period of sixty (60) months, in the total amount of $85,020 with a monthly cost of $1,417, without compliance to the formal bid procedure in accordance with Turlock Municipal Code § 2-7-08(b)(5)

2. *Motion*: Approving nine (9) Maintenance Agreements with Mo-Cal Office Solutions, as an authorized Kyocera company, based on a per copy cost of $0.0085 for black & white and $0.05 for color

N. *Motion*: Awarding RFP 16-352 and Contract No. 16-352 to Applied Pest Management, Inc. of Vallejo, for pest control services for all City owned/leased buildings, in an annual amount not to exceed $10,000 and $30,000 for a period of thirty six (36) months, having met all the specifications of RFP 16-352 pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

O. *Motion*: Authorizing issuance of Request for Proposal (RFP) 16-370 for printer maintenance and management system for all LaserJet printers throughout City departments

P. *Motion*: Approving a Professional Services Retainer Agreement with MGT of America, Inc. for the preparation and filing of 2016-17 SB90 - State Mandated Cost Reimbursement claims (based on 2015-16 actual costs) in an amount not to exceed $9,200

Q. *Motion*: Designating Councilmember Bill DeHart as the voting delegate and Councilmember Matthew Jacob as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, October 7, 2016, in Long Beach, California

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Development Services Director Mike Pitcock presented the staff report on the request to confirm Diagrams, Assessments, the Engineer's Report, and the Levying and Collection of Assessments as originally proposed for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock pursuant to Resolution No. 97-128; approve an Agreement between the County of Stanislaus Auditor-Controller's Office and the City of Turlock to provide administrative services related to the placement of Direct Assessments on the Property Tax Roll for all direct assessment tax codes set forth in the agreement for the City of Turlock and to distribute the taxes collected to the City.

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

Council and staff discussion included assessment district formation, disparity between different areas in town, and conceptual studies conducted by the Development Services Department to assess what it would take for communities to establish their own assessment districts.

Action: **Resolution No. 2016-175** Confirming Diagrams, Assessments, the Engineer's Report, and the Levying and Collection of Assessments as originally proposed for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock pursuant to Resolution No. 97-128 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Motion by Councilmember Jacob, seconded by Councilmember DeHart, Approving an Agreement between the County of Stanislaus Auditor-Controller's Office and the City of Turlock to provide administrative services related to the placement of Direct Assessments on the Property Tax Roll for all direct assessment tax codes set forth in the agreement for the City of Turlock and to distribute the taxes collected to the City. Motion carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

A. Parks, Recreation, and Public Facilities Event Assistant Amber Traini presented the staff report on the request to authorize approval of the Assyrian Fest 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by the Holy Apostolic Catholic Assyrian Church of the East, on Saturday, August 27, 2016 from 7:00 a.m. to 10:00 a.m., and authorize the City Manager to apply appropriate conditions and restrictions on the event.

Council discussion included ensuring efforts are made to coordinate the event with Turlock Certified Farmer's Market due to the event being held during the same time/place as the market.

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

Action: Motion by Councilmember Jacob, seconded by Councilmember Bublak, Authorizing approval of the Assyrian Fest 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by the Holy Apostolic Catholic Assyrian Church of the East, on Saturday, August 27, 2016 from 7:00 a.m. to 10:00 a.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the event. 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:

Councilmember Nascimento requested future consideration for a staff update to address the process for holding events at the Stanislaus County Fairgrounds, the City's role in that process and the City's ability to enforce noise regulations created by those events in light of complaints he received related to a concert held at the fairgrounds over the weekend. City Manager Hampton noted Police Chief Jackson and City staff have already met with representatives from the fairgrounds to better understand what took place, the City's plan to develop an information bulletin to the community regarding future events, and identified challenges regulating events at the fairgrounds are due to them being State owned ag grounds. Mr. Hampton noted he will direct staff to prepare an update for the August 9, 2016 meeting which will outline information learned to date, address what has been determined to be the issue, and provide corrective steps to be taken in the future. Mayor Soiseth noted his concurrence with adding this item to the August 9, 2016 agenda and praised the City Manager for his timeliness in dealing with the matter.

11. COUNCIL COMMENTS:

Councilmember Bublak, in light of recent executions and ambushes of police officers, requested colleague support for use of the electronic messaging board at the fairgrounds to express Council's support of the Police Department. Mayor Soiseth noted unanimous consent by the Council and asked staff to look into ways to expand the idea to deliver the message through additional outlets.

Mayor Soiseth noted the Mayor's Youth Conference will be held on October 27, 2016 and asked all Councilmembers to save the date in order to participate in a mock Council meeting for the high school and junior high school students in attendance.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

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

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Jacob, to adjourn at 8:39 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5C

City Council Synopsis
August 9, 2016

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

Prepared by: Randall E. Jones, Assistant Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final), in the amount of $42,373.31 (Fund 255), for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," bringing the contract total to $302,913.01

Resolution: Appropriating $26,000 to account number 217-50-511.51270 "Construction Project" for Fiscal Year 2015-16 to be funded from unappropriated Gas Tax Section 2103 Reserves for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," to complete the necessary funding required for this project

Motion: Accepting improvements for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

Background:

On March 22, 2016, Council awarded a contract in the amount of $260,539.70 to George Reed Inc. of Modesto, California, for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements."

The Southwest Quadrant of Turlock contains areas that have no curb, gutter, or sidewalk resulting in surface flooding. This project installed curb, gutter, sidewalk, catch basins, storm drain pipeline and resurfaced a portion of road on Bernell Avenue between Bethany Street and Lander Avenue.

OK for Agenda

Change Order History:

	Amount	City Council Meeting
Original Contract	$260,539.70	March 22, 2016
Change Order No. 1 (Final)	$ 42,373.31	August 9, 2016
Adjusted Contract Total	$302,913.01	

Change order No. 1 (Final) includes:

1. Additional Grading and Roadway Surfacing $30,061.18:

The project plans included installing new sidewalk and roadway along Bernell Avenue. The existing roadway had a flat slope from the center of the road to the future gutter pan. In addition to the flat slope, the road crown was off-center and had rolling elevations. The original design had provided for the pave out from the existing edge of pavement to the new curb and gutter. During construction, it became apparent matching the existing edge would create low areas with the potential to hold storm water creating a driving hazard with the possibility of hydroplaning.

The Contractor was directed to grind the middle of the existing road and install more asphalt to ensure the positive collection of storm water. The Contractor paved a leveling course to remove the low areas and create a smooth base layer. The second paved layer increased the crown of the road which created a positive road slope. The positive road slope will allow water to flow to the gutter. The Contractor also centered the crown to create equal lane widths.

While the original project scope did include some driveway approach improvements within the project area, during the course of the project City staff evaluated additional locations where driveway approach improvements could be warranted. After discussions with adjacent property owners and on-site evaluations by the Project Engineer, City staff directed the Contractor to install two additional driveway approach improvements. One such driveway approach was necessary due to a change in access precipitated by the project, while the other driveway approach was related to the new construction of a garage that would now require vehicular access from the street.

The project also included the installation of accessible ramps compliant with the Americans with Disabilities Act (ADA). At the intersection of South Orange Street and Bernell Avenue, the location of an existing fence made it difficult to install the planned improvements. The property owner moved their fence in order for the intersection to have a consistent style of ramp on all four corners. This Contract Change Order includes the extra work to install the standard style of ramp which is larger.

2. Underground Site Conditions (Abandoned Pipe) $2,258.13

The project included installing new storm drain pipe for collection of storm water collected by the new curb and gutter. Upon excavation, the Contractor discovered an abandoned waterline near the new storm drain. This waterline was unknown and not shown on the plans. The Contractor was directed to cut out a section of pipe and plug the abandoned line.

In addition to the abandoned water line, a conflict with a PG&E gas line was also uncovered. The Contractor was directed to retrench and lower the storm drain line below the gas line. Lowering the storm line led to a conflict with the existing manhole.

The new storm drain pipe was designed to flow into an existing manhole. The Contractor observed a large amount of excess concrete around the existing manhole. This excess concrete prevented the new storm drain pipe from connecting to the existing manhole. Therefore, the Contractor was directed to remove the excess concrete section to connect the storm line.

3. Quantity Adjustment $10,059.00

The quantities used in the bid documents are an estimate and used to evaluate bids. The actual quantities installed can vary throughout the project. This project had various bid items that changed in quantities. The change in roadway surfacing increased the bid prices by $4,280. The striping quantities increased by $3,424 due to an increase in crosswalk striping.

The effect of these three changes increases the original contract amount of $260,539.70 by $42,373.31 to a new contract total of $302,913.01 resulting in a 16% increase in the total contract cost. The changes were necessary for safety to ensure the roadway would convey storm water away from the road surface.

3. BASIS FOR RECOMMENDATION:

A. City Policy is 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 adapt the newly installed infrastructure to the existing field conditions.

C. All improvements have been installed in accordance with the contract documents, Standard Specifications and Drawings and as directed by the City Engineer.

D. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: *Municipal Infrastructure*

General Principles:
8. Ensure the safety and accessibility of the public sidewalk system.

4. FISCAL IMPACT / BUDGET AMENDMENT:

When this project was originally approved in March 2016, staff projected the total cost of the project to be $351,000. The total included construction, contingency, design and inspection costs. The identified funding for the project was $311,000 in HUD – CDBG monies and $40,000 in Gas Tax Section 2103 monies. All work on the project was completed prior to June 30, 2016. At this time staff is requesting an additional appropriation of $26,000 from unappropriated Gas Tax Section 2103 monies bringing the total project cost to $377,000. The total project costs are being accounted for in account number 217-50-511.51270 "Construction Project".

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On March 22, 2016, Council made the determination this project would have no impact on the human environment, and is therefore exempt from the provisions of the National Environmental Policy Act (NEPA) of 1969. Council also made the determination that this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15303 "New Construction" of the CEQA guidelines. This current action by Council does not modify the original NEPA or CEQA findings and therefore no determination is needed.

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 install a safer roadway.

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

CONTRACT CHANGE ORDER

Date issued: 9-Aug-16 **Change Order No.:** 1 (FINAL)
Project Name: Southwest Quadrant CDBG Frontage Improvements

George Reed Inc.
PO Box 4760
Modesto, California 95352

Project No.: 15-75
Contract For: $260,539.70
Contract Award Date: March 22, 2016

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)		---	---	---	$270,593.70
Contractor's Bid Amount for Bid Items	**Subtotal of Difference**	---	---	---	$260,539.70 **$10,054.00**
1	Underground Extra Work	FA	1	$2,258.13	$2,258.13
2	Additional Road and Concrete Work	LS	1	$30,061.18	$30,061.18

Total this CCO=	$42,373.31
The original contract sum =	**$260,539.70**
Net change by previous change orders =	**$0.00**
The contract amount will be increased by the amount of =	**$42,373.31**
The new contract sum including this change order will be =	**$302,913.01**

Fourteen days are added to the contract time to account for the additional items of work.

Accepted: _____ **Date:** _____
George Reed Inc., Contractor

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

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

CITY OF TURLOCK

FINAL QUANTITIES
Southwest Quadrant CDBG Frontage Improvements **Project No.** **15-75**

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	$12,900.00	100%	$12,900.00	100%	$12,900.00	$0.00
2	Remove Existing Facilities	LS	$35,400.00	100%	$35,400.00	100%	$35,400.00	$0.00
3	Temporary Traffic Control	LS	$17,500.00	100%	$17,500.00	100%	$17,500.00	$0.00
4	Project Construction Sign	EA	$570.00	2.00	$1,140.00	2.00	$1,140.00	$0.00
5	Earthwork and Grading	LS	$12,000.00	100%	$12,000.00	100%	$12,000.00	$0.00
6	Minor Concrete (Sidewalk)	SF	$5.35	4,742.00	$25,369.70	4,882.00	$26,118.70	($749.00)
7	Minor Concrete (Curb and Gutter)	LF	$19.00	818.00	$15,542.00	1,078.00	$20,482.00	($4,940.00)
8	Minor Concrete (C-11 Access Ramp)	EA	$1,900.00	7.00	$13,300.00	6.00	$11,400.00	$1,900.00
9	Minor Concrete (C-12 Access Ramp)	EA	$2,100.00	1.00	$2,100.00	2.00	$4,200.00	($2,100.00)
10	Minor Concrete (C-7 Alley Approach)	EA	$2,000.00	3.50	$7,000.00	2.00	$4,000.00	$3,000.00
11	Minor Concrete (C-5 Driveway)	SF	$18.00	1,373.00	$24,714.00	1,097.00	$19,746.00	$4,968.00
12	Catch Basin (SD-3)	EA	$3,150.00	2.00	$6,300.00	2.00	$6,300.00	$0.00
13	Storm Drain Pipe (12" PVC)	LF	$82.00	90.00	$7,380.00	90.00	$7,380.00	$0.00
14	Storm Drain Man Hole (S-3)	EA	$4,280.00	1.00	$4,280.00	1.00	$4,280.00	$0.00
15	Aggregate Base	CY	$115.00	112.00	$12,880.00	167.00	$19,205.00	($6,325.00)
16	Hot Mix Asphalt	TON	$105.00	342.00	$35,910.00	241.00	$25,305.00	$10,605.00
17	Fire Hydrant Installation	EA	$10,650.00	1.00	$10,650.00	1.00	$10,650.00	$0.00
18	Pavement Striping (12" Yellow Thermo)	LF	$4.00	1,956.00	$7,824.00	1,100.00	$4,400.00	$3,424.00
19	Pavement Striping (12" White Thermo)	LF	$5.00	109.00	$545.00	109.00	$545.00	$0.00
20	Pavement Marking (White Thermo)	SF	$5.00	132.00	$660.00	132.00	$660.00	$0.00
21	Pavement Striping (Detail 23)	LF	$2.00	192.00	$384.00	94.00	$188.00	$196.00
22	Pavement Marker (Type BB)	EA	$15.00	1.00	$15.00	1.00	$15.00	$0.00
23	Adjust Frames and Covers to Grade	EA	$700.00	18.00	$12,600.00	10.00	$7,000.00	$5,600.00
24	Relocate Light Fixture	LS	$5,520.00	0%	$0.00	100%	$5,520.00	($5,520.00)
25	Relocate Roadside Signs	EA	$200.00	1.00	$200.00	1.00	$200.00	$0.00
26	Well Abandonment	LS	$4,000.00	100%	$4,000.00	100%	$4,000.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$270,593.70**		**$260,534.70**	**$10,059.00**
C.O. #	***CHANGE ORDERS***							
1	Underground Extra Work	FA		1	$2,258.13	0	$0.00	$2,258.13
2	Additional Road and Concrete Work	LS		1	$30,061.18	0	$0.00	$30,061.18
	SUB-TOTAL CHANGE ORDER ITEMS =				**$32,319.31**		**$0.00**	**$32,319.31**
	TOTAL PROJECT =				**$302,913.01**		**$260,534.70**	**$42,378.31**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

NOTICE OF COMPLETION
CITY PROJECT NO. 15-75
SOUTHWEST QUADRANT CDBG FRONTAGE IMPROVEMENTS

Notice is hereby given that work on the above-referenced project located in City right-of-way on Bernell Avenue between South Orange Street and Lander Avenue, in the City of Turlock, was completed by the undersigned agency on August 9, 2016. The contractor of work is George Reed, Inc., P.O. Box 4760, Modesto, California 95352 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., Development Services Director/ City Engineer, Owner's Agent)

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on August 10, 2016 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $26,000 TO ACCOUNT NUMBER 217-50-511.51270 "CONSTRUCTION PROJECT" FOR FISCAL YEAR 2015-16 TO BE FUNDED FROM UNAPPROPRIATED GAS TAX SECTION 2103 RESERVES FOR CITY PROJECT NO. 15-75, "SOUTHWEST QUADRANT CDBG FRONTAGE IMPROVEMENTS," TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THIS PROJECT	**RESOLUTION NO. 2016-**

WHEREAS, the Community Development Block Grant (CDBG) funds are federal HUD funds that are to be used specifically for this type of project in residential-zoned areas; and

WHEREAS, Section 2103 Gas Tax Funds are funds used for roadway projects that can be used in commercially-zoned areas; and

WHEREAS, this project was originally funded using $311,000 in HUD-CDBG funds and $40,000 in Gas Tax Section 2103 funds; and

WHEREAS, by separate action, the City Council has approved Contract Change Order No. 1 increasing the overall project cost by $26,000, resulting in the need to appropriate additional funds to fully fund the entire project costs; and

WHEREAS, there are sufficient unappropriated reserve funds in Fund 217 "Gas Tax Section 2103 Reserves" to fund this appropriation.

WHEREAS, all work on the project was completed prior to June 30, 2016; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $26,000 to account number 217-50-511.51270 "Construction Project" for Fiscal Year 2015-16 to be funded from unappropriated Gas Tax Section 2103 reserves for City Project No. 15-75, "Southwest Quadrant CDBD Frontage Improvements," 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 9th day of August 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
August 9, 2016

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing issuance of Request for Proposal (RFP) 16-359 for sidewalk trip hazard removal for Parks, Recreation and Public Facilities Department

2. DISCUSSION OF ISSUE:

The intent of this Request for Proposal (RFP) is to solicit contractors that are interested in providing sidewalk trip hazard removal service for the City of Turlock Parks, Recreation & Public Facilities Department. The successful Contractor shall provide all materials and labor necessary to remove and repair sidewalk trip hazards at the request of the City of Turlock Parks, Recreation & Public Facilities Department. This RFP will help mitigate uplifted sidewalks that present challenges to individuals with mobility impairments and are often cited as a reason for trip and fall incidents.

3. BASIS FOR RECOMMENDATION:

A. Staff is requesting City Council approve the attached RFP for sidewalk trip hazard removal to mitigate out-of-repair sidewalks and to limit liability.

B. Staff will advertise the RFP within 3-5 days of Council approval.

C. The City will benefit by with a contracting with a specialized contractor to perform this service because the City does not have the equipment to perform this service.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

8. Ensure the safety and accessibility of the public sidewalk system.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted in Fiscal Year 2016-17 account number 301-50-520.47320_003 "Self Insurance Liability".

Fiscal impact to above line number: Not to exceed $45,000 annually.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may modify, delay or reject issuance of the RFP. Staff does not recommend this alternative. This is a specialized service and requires qualified and trained technicians to perform these services.

REQUEST FOR PROPOSAL
BID NO. 16-359

SIDEWALK TRIP HAZARD REMOVAL
FOR
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

RFP Notification Date
AUGUST 12, 2016

Bid Due Date
AUGUST 26, 2016
3:00 P.M.

Submit Proposals to:
City of Turlock
Administrative Services Department
Purchasing Office
Attention: Betty Gonzalez
156 South Broadway, Suite 270
Turlock, CA 95380

Questions with regard to submissions, process or proposals can be directed to:
Betty Gonzalez, Purchasing Coordinator
Administrative Services Department
156 South Broadway, Suite 270
Turlock, CA 95380
(209) 668-2096

Additional technical bid information can be directed to:
Erik Schulze, Parks, Recreation & Public Facilities Department Manager
(209) 668-5599 Ext. 4604
Email: eschulze@turlock.ca.us

NO CONTRACTOR OR SUBCONTRACTOR MAY BE LISTED ON BID PROPOSAL OR BID FOR PUBLIC WORKS UNLESS REGISTERD WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS PURSUANT TO LABOR CODE SECTION 1725.5

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL
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CITY OF TURLOCK
REQUEST FOR PROPOSAL SPECIFICATIONS NO 16-359
SIDEWALK TRIP HAZARD REMOVAL

Notice is hereby given that sealed proposals will be received at the City of Turlock Administrative Services Purchasing for Sidewalk Trip Hazard Removal, in accordance with the "SCOPE OF WORK" and other related documents provided herein. The City of Turlock desires to solicit qualified Bids for Sidewalk Trip Hazard Removal, hereby attached as Section 1, in accordance with this Request for Proposal. Award resulting from this RFP will be firm for three (3) year term contract with Turlock City Council approval.

Please carefully read and follow the instructions.

Proposals must be in a sealed envelope/box with the proposal number and closing date marked on the outside. Proposals shall be delivered and addressed to:

City of Turlock
Administrative Services Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380-5454

Any Bidder who wishes their proposal to be considered is responsible for making certain that their proposal is received in the City of Turlock Purchasing Office by the proper time. Proposals must bear original signatures. NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.

CLOSING DATE: 3:00 P.M., ON August 26, 2016

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 3:01 P.M.

I. SCOPE OF WORK

The City desires to contract for Sidewalk Trip Hazard Removal. The successful contractor will be required to provide quality services with minimum services callbacks.

II. CONTACT OR OBTAINING TECHNICAL BID INFORMATION

Bidders may obtain additional bid information from the City by contacting Erik Schulze, Parks, Recreation & Public Facilities Manager at (209) 668-5599 Ext. 4604 or email at eschulze@turlock.ca.us.

III. CALIFORNIA LABOR CODE

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract. The website for California Department of Industrial Relations Prevailing wage Unit is currently located at www.dir.ca.gove, prevailing wages are located on the website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agency's

determinations.

At the time of submitting the bid, the Bidder shall be registered with the California Department of Industrial Relations in accordance with the provision of Section 1771.1 of the California Labor Code, as amended by Senate Bill 854. No public work contract may be awarded to a non-registered contractor or subcontractor after April 1, 2015.

IV. BID PROCESS

Bids will consist of bid proposal, vendor qualifications/experience and references. **One original and one copy of the complete bid proposals are required.** Contractor's bid proposal will be submitted on **Bid Proposal Exhibit 'A'.** The Original bid proposals must be clearly marked and contain original signatures (Contractor's signature may be represented by a signed proposal cover letter) and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The technical portion of the proposal will be weighted more heavily than the cost portion of the proposals.

Proposals must fully address the evaluation factors, complete references and data to verify qualifications and experience include a statement that the City contract can be executed, and any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. See the specifications for specific submittal requirements. As part of the bid proposal, vendor must evaluate the City's proposal terms and conditions**. Any exceptions to the proposal specifications must be submitted on a separate document to the proposal submittal.**

Bid Proposals: Prices quoted shall remain firm for a period of 90 days and include all costs requested on the Contract Items/Bid Proposal, **Exhibit 'A'.** Sales tax must be applied and itemized only where applicable.

References: Provide on **Exhibit 'B',** a list of at least three agency references for which your firm has like contracts currently in service. References are to include: Name, Address, Contact, Title, Phone Number and length of time service has been performed.

Bidders' Qualifications/Experience: Offers will be accepted only from Bidders who have significant experience in providing the Sidewalk Trip Hazard Mitigation in various locations within the City of Turlock specified herein. In addition to completing the proposal questionnaire **Exhibit 'C'**, a statement of qualification of the firm and a description of the company history and financial capability is required. If known, proposers will provide their Dun & Bradstreet number. Proposals must include definitive information regarding the experience and qualifications of the proposing firm. Offers will be accepted only from bidders who have adequate number of trained service personnel employed to provide satisfactory service to all facility locations specified under the proposal specifications and subsequent contract award.

V. EVALUATION COMMITTEE

A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services.

(a) EVALUATION OF BIDS: The criteria to be used in the evaluation of Bids will be/but not limited to the following: Priorities and Weights will be assigned to the categories listed below:

Overall responsiveness to the Request for Proposals:

1) Bids must be neat, complete, and fully address technical, cost, bidder qualifications, references, and Bid questionnaire and evaluation concerns.

2) Bidder's experience and expertise in the subject industry including number of current employees.

3) Costs: Bid Proposals Exhibit 'A'

4) Bidder's performance of references Exhibit 'B' (A minimum of three is required).

5) Bidder's response to proposal questionnaire Exhibit 'C'

6) City's perception of the contractor's understanding of the City's stated needs and specifications, as evidenced by bidder's proposal response.

Before a Contract will be awarded for the services described herein, the City may conduct an investigation as is necessary to determine the performance record and ability of the apparent successful Bidder to perform all requirements specified under this contract. Upon request, the Bidder will submit such additional information as deemed necessary by the City to evaluate the Bidder's qualifications.

All Bids will be extended through the City of Turlock Purchasing Officer or an appointed representative whose name, address and telephone numbers are shown in below. Contract negotiations will be conducted by the Purchasing Officer or another party as noticed by the Purchasing Officer. Award will be by City Council. No other officer or agent may obligate or bind the City. In BID PROPOSAL FORM, EXHIBIT 'A' bidders will designate, by name, who will receive offers. The person named will be an authorized agent of the contractor able to conduct written offers in good faith.

The City reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Bids.

VI. ESTIMATED SCHEDULE

Bid Mailing Date.....August 12, 2016
Bids due.....August 16, 2016
Evaluate Bids.....August 29, 2016
Award Contract.....September 1, 2016

Note: Award date is approximate.

VII. VENDOR INQUIRIES

For information concerning RFP procedures and regulations (i.e., a submission deadline, forms required, etc.) interested parties may contact:

Betty Gonzalez, Purchasing Coordinator
City of Turlock
156 South Broadway, Ste.270, Turlock, Ca 95380
Phone (209) 668-2096 / Fax (209) 668-5695
bgonzalez@turlock.ca.us

Note: Deliver or mail bids to the referenced address, only, as indicated in the Notice to bidders.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The bidder agrees and acknowledges all RFP/Q specifications, terms, and conditions and indicates the ability to perform by submission of a bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

VIII. JOB SITE PERFORMANCE

If the Parks, Recreation & Public Facility Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days-notice to the Supplier. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Parks, Recreation & Public Facility Manager or his designee will correct the deficiency by any means possible and then bill the Supplier.

SECTION 1
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

SCOPE & SPECIFICATIONS

1.1 INTENT
It is the intent of this Request for Proposal to solicit contractors that are interested in providing Sidewalk Trip Hazard Removal service for the City of Turlock Parks, Recreation & Public Facilities Department. The successful Contractor shall provide all materials and labor necessary to remove and repair sidewalk trip hazards at the request of the City of Turlock Parks, Recreation & Public Facilities Department. The City of Turlock does not guarantee that a subsequent RFP/B will be issued. Should an RFP/B be issued, the terms and conditions referenced in the RFP/B are not guaranteed to remain exactly the same.

1.2 SCOPE
It is the goal of the City of Turlock to hire a Contractor to remove and repair sidewalk trip hazards.

Specifications for Trip Hazard Removal

a) Contractor must repair all sidewalk trip hazards between 1/4" and 2" in designated work areas.

b) Contractor must be able to initiate work within 10 days of contract award from City, and must provide data from current and previous projects (as well as customer contact information for those projects) to demonstrate contractor's ability and experience with this work.

c) Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs.

d) Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

e) Contractor may not use any type of "fill" material that deteriorates or breaks apart over time.

f) Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the city must be notified immediately and damages must be repaired at the contractor's expense within 24 hours of the time the damage occurred.

g) Contractor must completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.

h) Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner.

i) Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

j) Contractor is not allowed to cut the concrete deeper than the opposing slab. If any cutting goes deeper than the opposing slab, removal and replace the entire concrete panel may be required.

k) No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact.

l) Contractor must submit an itemized summary of all repaired hazards which includes:
- The specific hazard height – both high side and low side measurement – in 8ths of an inch
- The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an "inch-foot" total
- The total width of actual repair to the nearest 1/2 foot
- The physical location (address) of each repair
- Itemized cost for each repaired trip hazard

m) Contractor shall submit monthly a detailed invoice setting forth the services performed in accordance with the formula for saw cutting calculations.

n) Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut.

EXAMPLE:

Year July 1 – June 30	Item Description	Measurement
2016 – 2017	Sidewalk offset saw cutting	$ _____ in –foot
2016 – 2017	Misc. Sidewalk offset saw cutting	$ _____ in –foot
2017 – 2018	Sidewalk offset saw cutting	$ _____ in –foot
2017 – 2018	Misc. Sidewalk offset saw cutting	$ _____ in –foot
2018 – 2019	Sidewalk offset saw cutting	$ _____ in –foot
2018 – 2019	Misc. Sidewalk offset saw cutting	$ _____ in –foot

- Example: If a trip hazard is cut 1" on one side and tapered to 0" on the other side of a full 4-foot width sidewalk, it shall be calculated as follows:

(1" + 0") / 2 x 4' = 2 inch-feet
2 x price per inch foot = $ total cost of trip hazard

o) All invoices must show the cut depth, size, length, width, address location and inch-feet calculations.

p) Contractor must guarantee specified repair slope (at least 1:8 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.

q) Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6. The hardware must be completely flush to the ground and capable of working at any angle, including absolute flush cutting, and perform trip hazard removal in hard-to-reach areas, around

obstacles, on narrow walkways, next to fences and retaining walls or buildings. Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

r) The contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times.

s) Contractor must be able to respond to any emergency work within 48 hours of notification.

t) Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

u) If contractor is approached by a pedestrian with questions about the project, the contractor shall address their concerns in a professional and polite manner.

v) Contractor must provide a Safety Plan per the Manual of Standard Specifications or must provide an employee safety manual that is specific to this type of work.

w) Contractor must provide proof of its most recent employee fit testing exam per OSHA guidelines.

x) Contractor must provide proof of an "Employee Manual" explaining instruction and giving direction on how work is to be performed.

1.3 VENDOR QUALIFICATION CRITERIA

A. Contractor's minimum qualification criteria includes, but is not limited to the following:

1. Successful completion of projects of similar scope and size. In reviewing this factor, the City may consider elements including, but not limited to, experience on the projects, timeliness of performance, evaluation of contractor's work by public agencies, clients or subcontractors, including such issues as whether the firm provided adequate personnel, supervision equipment, and quality work.
2. Contractor shall possess all licenses and certificates necessary to provide sidewalk trip hazard repair and removal services.
3. Contractor shall be able to respond to the City of Turlock Parks, Recreation & Public Facilities Department request for repair and removal within 24 hours.

1.4 REQUIREMENTS

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a complete bid will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in Exhibit 'D'. Deceit in responding to the specification will be cause for rejection.

1.5 METHODS OF COMMUNICATIONS

The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contract shall have telephone communication capability.

1.6 JOB SITE PERFORMANCE

If the Parks, Recreation & Public Facilities Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Parks, Recreation & Public Facilities Manager or his designee will correct the deficiency by any means

possible and then bill the contractor.

SECTION 2
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

AWARD AND EXECUTION OF CONTRACT

2.1 AWARD OF BID

If the CITY deems that the acceptance of the most responsible bid or bids is not in the best interests of the CITY, the City may reject all bids. If the agreement is awarded, it shall be to the most responsible bidder whose Bid complies with all the requirements prescribed. Such award shall normally be made with thirty (30) days after bid opening.

If the most responsible bidder refuses or fails to execute the agreement, the CITY may award the agreement to the second most responsible bidder. Such award will normally be made within sixty (60) days after the opening of Bids. If the second most responsible bidder refuses or fails to execute the agreement, the City may award the agreement to the third most responsible bidder. Such award will normally be made within seventy-five (75) days after the opening of the Bids. The above time period may be changed by agreement between the City and the bidder concerned.

2.2 AWARD OF CONTRACT

The award of this contract, if it were awarded, will be made by the City Council following the opening date of this bid unless at the sole discretion of the Purchasing Officer, there is reason to delay award.

SECTION 3
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

SPECIAL INSTRUCTIONS

3.1 EXAMINATION OF DOCUMENTS
The bidder is responsible for making all necessary examinations and reviews of the documents relating to Sidewalk Trip Hazard Removal. **Failure to do so will not act to relieve any requirement of the agreement of the agreement or the conditions. The submission of a bid shall be considered conclusive evidence that the bidder has made examinations.**

3.2 BIDS
Bids shall be sealed and filed with the Purchasing Officer in accordance with the Request for Proposal.

No bids submitted or received after the time and place fixed for receiving them shall be considered by the City. No verbal bid shall be considered by the City. This Request for Proposal shall result in a firm, fixed price contract.

3.3 BID FORM
All bids must be submitted on the attached bid form, Exhibit 'A'. It is the responsibility of the bidder to insure that the bid documents are delivered to the place detailed in the Request for Proposal prior to the time for the bid opening. Bids received after the time set for the bid opening will be rejected.

3.4 MISTAKE IN BID
A bidder shall not be relieved of its bid without the consent of the CITY nor shall any change in the bid be made because of a mistake. The CITY may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the CITY in writing within five (5) days of the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the CITY that: (a) a mistake was made; (b) the mistake made the bid materially different from what the bidder intended; and (c) the mistake was made in filling out the bid and was not due to an error in judgment or to carelessness in inspecting the site nor in reading the plans or specifications.

3.5 COMPETITIVE BIDDING
If more than one Bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such Bids may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this bid is in violation of competitive bidding requirements, and may render any contract let under such circumstances void.

3.6 LICENSES AND PERMITS
A City of Turlock Business License and all others required shall be provided by the Contractor and she / he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

3.7 INDEPENDENT CONTRACTOR RELATIONSHIP
The parties hereto agree that the relationship of CONTRACTOR to the City is that of an independent contractor and not an officer, employee or agent of the CITY. It is further understood that the agents and employees of the CONTRACTOR, in the performance of this Agreement, are employees of the CONTRACTOR and not officers, employees or agents of the CITY.

3.8 CHANGE ORDERS TO SPECIFICATIONS AND CONTRACT
The City reserves the right to make changes to the specifications and contract prior to opening bids if such

changes are mailed by certified mail to all parties listed on the City's bid list at least seven (7) days prior to bid opening. In lieu of sending change orders by certified mail, the CITY may convey change orders personally if receipt is received.

3.9 LABOR CODE SECTION 1725.5

No Contractor or subcontractor may be listed on a bid proposal for public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The contractors and subcontractor must furnish electronic certified payroll records to the Labor Commissioner.

The contractor shall post job site notices prescribed by registration. (See 8 Calif. Code Reg §16451 (d) for the notice that previously was required for projects monitored by the CMU.)

SECTION 4
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

GENERAL CONDITIONS

4.1 TERM OF CONTRACT
The term of this contract shall be for three (3) years. The City may elect to extend the Agreement for three one (1) additional years, on the same terms and conditions, upon providing written notice to Contractor thirty (30) days prior to expiration of the Agreement with City Council approval.

4.2 CONTRACT COMPLIANCE
The City shall reserve the right to audit the records of the Contractor (related to this agreement) at reasonable times during normal working hours to determine compliance by Contractor of their obligations pursuant to this agreement.

4.3 CANCELLATION OF CONTRACT
Whenever in the opinion of the City's representative said service is not satisfactory, the Contractor shall be advised of the reasons in writing. If the Contractor fails to correct unsatisfactory conditions within 24 hours, the City's representative may declare the contract terminated and so advice the Contractor in writing. The City may then contract with another Contractor or provide maintenance service in any manner elected.

4.4 TERMINATION OF CONTRACT
The CITY reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. City shall give Contractor thirty (30) days written notification prior to the effective date of termination. The Contractor may terminate this agreement with a thirty (30) days written notification stating the reason for cancellation and mailed to the Administrative Services Purchasing Department at 156 S. Broadway Suite 270, Turlock, CA 95380.

4.5 FAILURE TO PERFORMED SATISFACTORILY
It is agreed and understood that if the Contractor fails to perform the work as specified herein, the Purchasing Officer may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, or (2) may have such required work done by City Forces or otherwise, and charge the cost thereof to the Contractor. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence.

4.6 SAFETY
CONTRACTOR shall exercise caution at all times for the protection of persons and property. CONTRACTOR shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the work place or permanently installed as part of the project. CONTRACTOR shall post appropriate caution signs to alert personnel of unsafe conditions. CONTRACTOR shall comply with all applicable laws relating to safety precautions, including the safety regulations of the California Division of Industrial Safety.

4.7 PAYMENT
Itemized invoice/statement will be rendered by the vendor upon providing all materials, equipment and services detailed herein. No partial payments will be made, and payment will only be scheduled upon acceptance of the equipment and materials by the City. Contractor shall be paid for service work on a monthly basis, in arrears.

(a) Payment term: It is understood and agreed by the CONTRACTOR that the City's payment terms shall be NET 30 days from the receipt of invoice or orders received complete, whichever is later.

4.8 PAYMENT WITHHELD

The City withholds payment to such extent as may be necessary to protest the City from loss due to:

(1) Defective or incomplete work not corrected.
(2) Claims filed or reasonable evidence indicating probable filing of claims.
(3) Failure of the Contractor to make payment properly to subcontractor or for materials or labor.
(4) A reasonable doubt that the contract can be completed for the balance then unpaid.

4.10 WORKMANSHIP

It is the intention of the City to call for the highest level of quality in service compatible with standard price. All service shall be performed by a trained, qualified and experienced, to provide Preventive maintenance and filter change-out services. The Contractor shall cooperate with the City's representative to enable the City's representative to determine the Contractor's conformity to these specifications and the adequacy of the services being performed.

4.11 PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the bidder will re required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under Public Contract Laws, specifically, as covered by the Federal Davis-Bacon Act and California Labor Code 1720.

4.12 NOTICES TO CITY

All notices, reports and information from the Contractor or the Contractor's representatives or employees shall be directed to the City's representative at 156 S. Broadway, Ste 270, Turlock, CA.

4.13 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 an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

(c) Deductibles and Self-Insured Retentions: 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 insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and 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 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 thirty (30) days' written notice of such cancellation, non-renewal, or material change.

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

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

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive 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 insured's 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.

4.14 INDEMNIFICATION: 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 CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

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

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

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

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

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

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

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

4.16 PREFERENCE TO LOCAL CONTRACTOR: The City Council may, in its discretion, grant qualified local vendors a bidding preference of 3% not to exceed a limit of $3,000.00. A qualified local vendor is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and obtained a business license issued by City of Turlock (TMC'2-7-09(5)). This preference may be given for the purchases of supplies, materials, equipment, and contractual services. Such bids from local merchants must still meet quality requirements and the responsible bidder requirements.

4.17 "PIGGYBACK" PROVISION

Vendor are requested to indicate on the Bid Proposal Sheet if they will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid. Minor changes in terms and conditions may be negotiated by participating agencies and the successful vendor. This offer shall be made available to participating agencies for up to six months following of this contract by the City of Turlock to the successful vendor.

4.18 PERFORMANCE: Successful bidder shall perform the entire procurement as requested for the required bid proposal.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of specifications but not necessarily restricted to those considerations.

CHECK LIST
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in it's entirely.

1. _____ Bid Proposal, **Exhibit A** of the Request for Proposal has been signed (original signature) and completed with one copy of RFP.

2. _____ **One (1) original and one (1) copies** of the RFP Proposal have been provided.

3. _____ Addenda, if any, have been completed, signed and included in the bid package.

4. _____ The completed Reference List, **Exhibit B** as provided with this RFP is included in the bid package.

5. _____ The Proposal Schedule as provided with this RFP has been completed, priced reviewed for accuracy and any corrections initialed in ink.

6. _____ The completed Questionnaire, **Exhibit C** as provided with this RFP is included in the bid package.

7. _____ Indicate all of bidder exceptions, **Exhibit D,** to the City's requirements, conditions and specifications as stated within this RFP.

8. _____ The Insurance Documents, **Exhibit E** has been completed signed and included.

9. _____ The Request for Preference for local vendors within the city limited, as defined on **Exhibit F.** Submit if you qualified as a local vendor.

10. _____ The Participation page, **Exhibit G,** as provided within this RFP has been signed and included. (Copy of the City of Turlock Business License)

11. _____ Bidder to complete pages as provided with this RFP.

12. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information.

City of Turlock RFP No. ***16-359***
Closing Date: ***August 26, 2016***
Closing Time: ***3:00 P.M.***
Commodity or Service: ***Sidewalk Trip Hazard Removal***

THIS CHECKLIST DOES NOT NEED TO BE RETURNED WITH YOUR BID

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 16-359

BID DUE DATE: August 26, 2016 BY 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

SIDEWALK TRIP HAZARD REMOVAL

1) **Return original bid to:** **City of Turlock**
Administrative Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: _____

Address: _____

Telephone Number_____ **Fax Number**_____

E-Mail Address_____

Authorized Representative (print) _____

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Sidewalk Trip Hazardous Removal, at the prices indicated herein.

Year July 1 – June 30	Item Description	Measurement
2016 – 2017	Sidewalk offset saw cutting	$ _____ in –foot
2016 – 2017	Misc. Sidewalk offset saw cutting	$ _____ in –foot
2017 – 2018	Sidewalk offset saw cutting	$ _____ in –foot
2017 – 2018	Misc. Sidewalk offset saw cutting	$ _____ in –foot
2018 – 2019	Sidewalk offset saw cutting	$ _____ in –foot
2018 – 2019	Misc. Sidewalk offset saw cutting	$ _____ in –foot
	Sidewalk Offset Saw Cutting Total	**$**
	Miscellaneous Sidewalk Offset Saw Cutting Total	**$**

Note: ***PROPOSAL CALLS FOR PREVAILING WAGE RATE.***

PREVAILING WAGE RATE	
HOURLY RATE	**$**
OVERTIME RATE	**$**

Standard Rate without prevailing wage rate, if project are less than $1,000.00.

Standard Rate between what hours? _____

Overtime Rate between what hours? _____

List any extra charges not described above: _____

_____

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: _____

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☐ No

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms
Bids shall be valid for sixty days following the bid opening.

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

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace
Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

Contractor's License No._____ Expiration Date: _____

Department of Industrial Relations (DIR) Registration Number: _____

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

_____
Company Name

_____
Signature of Authorized Representative

_____
Federal Tax ID Number

One original and one copy of the complete bid proposals are required

FAILURE TO CLEARLY MARK THE ORIGINAL AND PROVIDE ORIGINAL SIGNATURE MAY RESULT IN A PROPOSAL BEING FOUND NON-RESPONSIVE AND GIVE NO CONSIDERATION.

EXHIBIT 'B'
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

REFERENCES

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account.

Account Name:	
Address:	
City/State/Zip	
Contract Name & Title	
Phone number	
Fax Number	
Email Address	
Website Address	
Number of years servicing this Account:	

Account Name:	
Address:	
City/State/Zip	
Contract Name & Title	
Phone number	
Fax Number	
Email Address	
Website Address	
Number of years servicing this Account:	

Account Name:	
Address:	
City/State/Zip	
Contract Name & Title	
Phone number	
Fax Number	
Email Address	
Website Address	
Number of years servicing this Account:	

EXHIBIT 'C'

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL
QUESTIONNAIRE

1. How many years has your company been in the business of providing sidewalk trip hazardous removal services and what geographical areas does your firm provide this service.

2. Describe the type(s) of training your employees have had that is directly related to the performance of the sidewalk trip hazardous removal services requested under this Request for Proposals.

3. What is the current number of employees working for your firm?

4. What has been the employee turnover rate for your firm in the past year?

5. How many field supervisors does your firm intend to assign to the City's contract.

6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful bidder.

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also include the person's title, telephone number, address and Internet E-Mail address.

* Attach additional pages if needed

EXHIBIT 'D'
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

EXCEPTION, CLARIFICATIONS, AMENDMENTS

Exception, Clarification, Amendments
List requests for bid clarifications and exceptions below, if any, sign and submit with your bid response.

Attachment	Reference to:		Description
	Page No.	Paragraph No.	

Bidder's Company Name:	

EXHIBIT 'E'
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

BID PACKET
INSURANCE DOCUMENTS

Name of Bidder: _____

Business Address: _____

Please read your contract for particular insurance specifications and requirements. In general, the following documents are required upon award of bid:

A Certificate of Insurance accompanied by the following Endorsements:

General Liability Additional Insured (CG 20 10 for ongoing operation and 20 37 for product/complete operations)
Automobile Liability Additional Insured
Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
Primary and Non-Contributory
General Liability Waiver of Subrogation
Workers' Compensation Waiver of Subrogation

The undersigned, as bidder, declares that he/she has carefully examined the insurance requirements in the contract for the proposed work and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified in the contract.

Contractor Signature: _____

Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE BID WILL BE REJECTED.

The undersigned, as broker or insurance agent for bidder, declares that he/she has carefully examined the insurance requirements in the contract for the proposed work and will furnish, provide, and execute on behalf of bidder all necessary insurance certificates and endorsements or other documents specified in the contract.

Insurance Agent Signature: _____

Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE BID WILL BE REJECTED.

EXHIBIT 'F'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

REQUEST FOR PREFERENCE

For

LOCAL BUSINESS

The City Council may in its discretion, grant qualified local vendors a bidding preference of three percent (3%) not to exceed a limit of Three Thousand and no 100ths ($3,000.00) Dollars. For purposes of this section, a qualified local vendor is defined as any individual, partnership, or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and has obtained a business license issued by the City of Turlock. In addition to price, in determining the lowest responsible bidder, consideration will be given to quality and performance of the commodity to be purchased or service provided by the seller

☐ **Request for 3% local preference**

Company Name: _____

Street Address: _____

Telephone Number: _____

Business License Number: _____

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 'G'
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

PARTICIPATION

BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit 'G', if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding he City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

☐ No, we will not extend contract terms to any agency other than the City of Turlock.

_____

(Authorized Signature)

_____

Title

VENDOR LIST

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-359
SIDEWALK TRIP HAZARD REMOVAL

BID OPENING DATE: AUGUST 12, 2016

1.	Precision Concrete Cutting	
2.	Modesto Concrete Contractor PO Box 476 Ripon CA 95366 Email: concrete100percent@yahoo.com Phone: 800-498-0102 Fax: 209-599-9460 Lic: 821179	
3.		
4.		
5.		
6.		
7.		

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and

_____

for
SIDEWALK TRIP HAZARD REMOVAL
CITY CONTRACT NO. 16-XXX

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

W I T N E S S E T H:

WHEREAS, CITY has a need for _____; and

WHEREAS, SERVICE PROVIDER has represented itself as duly trained, qualified, and experienced to provide such 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 Section 1. 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 said Services.

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

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

OK for Agenda

(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 upon execution and shall continue in full force and effect for a period of Thirty-Six months (36) beginning _____, 2016 and ending _____, 2019, 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 (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.

(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) 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.

(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) 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: 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.

(g) Waiver of Subrogation: With the exception of professional liability, 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.

(h) 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 the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subcontractor and subcontractors to comply with that section as may be required by law.

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

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

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

_____

_____

PHONE: _____

FAX: _____

for CITY:

CITY OF TURLOCK
ATTN: ERIK SCHULZE
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. _____
FAX: (209) _____

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

Keith Humphres, Public Facilities Supervisor
Parks, Recreation & Public Facilities Department

144 S. Broadway, Turlock, CA 95380-4737
Phone: (209) 678-5863 or E-mail Address: khumphres@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: _____

_____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of
Parks, Recreation & Public Facilities Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SE

City Council Synopsis
August 9, 2016

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager
Betty Gonzalez, Purchasing Coordinator

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP 16-347 and Contract No. 16-075 to West Coast Arborists, Inc. (WCA) of Stockton, for tree trimming and maintenance services for Parks, Recreation and Public Facilities, in an annual amount not to exceed $25,000 and $75,000 for a period of thirty-six (36) months, having met all the specifications of RFP 16-347 and being the only responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

The Parks, Recreation and Public Facilities Department maintains approximately 10,000 City trees. The vast majority of these trees are large and require trimming every three to seven years depending on the species. City trees are trimmed in accordance with the standards set forth by the International Society of Arborists which prescribes height and trimming practices to maintain a tree's safety. Improper tree pruning can cause damage that will last for the life of the tree, or worse, shorten the tree's life.

Accordingly, the pruning of trees must be performed by qualified and trained professionals. Over the years, the City has utilized several contractors to address on-going tree trimming and removal demands. Additional tree trimming work continues to be needed citywide due to increasing maturity of our urban forest.

On May 18, 2016, the Purchasing Office issued a formal bid for tree trimming and maintenance services by Request for Proposal (RFP) 16-347. Four (4) vendors were solicited and only one vendor submitted a bid. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

OK for Agenda

Purchasing evaluated the bids and the award bid recap is shown below:

	Description	West Coast Arborists Stockton, CA	Trees Inc. Yuba City, CA	Grover Landscape Modesto, CA	Davey Trees Sacramento
1.	Hourly rate – prevailing wage	$79	No bid reply	No bid reply	No bid reply
2	Overtime rate – prevailing wage	$119			

Staff is seeking authorization to award RFP 16-347 and Contract No. 16-075 to West Coast Arborists, Inc., (WCA) of Stockton.

West Coast Arborists has met all specifications of RFP 16-347 and was the only responsive and responsible bidder. Pursuant to the Turlock Municipal Code Section 2-7-09(c)(5) Award of Contract, this RFP shall be awarded by the City Council to the responsive and responsible bidder.

WCA provides high quality consistent tree care services for other public agencies for their Parks and Recreation Departments and their work is completed in a safe and professional manner.

3. BASIS FOR RECOMMENDATION:

A. The agreement with West Coast Arborists will provide the City with high quality consistent tree care services for a period of thirty-six months.

B. The purpose of this contract is to assist City crews with maintenance of specified trees located within the City. WCA will provide the City of Turlock with the best possible tree care to maintain the trees at a level expected by City residents, City Council, City staff, and visitors of the community.

C. The City will benefit by contracting with a good quality contractor to perform this specialized service.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4: Municipal Infrastructure

General Principles:

6. Protect and manage Turlock urban forest, including street trees.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $25,000 for 2016-17
$25,000 for 2017-18
$25,000 for 2018-19

Currently budgeted in the following GL account numbers:
110-50-500.43077 Public Facilities Tree Trimming $3,000
110-60-600.43077 Parks Tree Trimming $3,000
205-60-604.43077 Pedretti Sports Complex Tree Trimming $3,000
217-50-510.43077 Street Tree Trimming $3,000
410-51-532.43077 Storm Tree Trimming $3,000
110-10-112-47320_005 Repair Program Tree Maintenance $10,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may not approve this agreement. This alternative is not recommended; the City does not have available staff or equipment to perform this specialized service.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
WEST COAST ARBORISTS, INC.
for
TREE TRIMMING & MAINTENANCE SERVICES
CONTRACT NO. 16-075

THIS AGREEMENT is made this 9th day of August, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **WEST COAST ARBORISTS, INC.**, a California Corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for tree trimming & maintenance services; and

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

NOW, THEREFORE, the parties hereto mutually agree 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 the Services and shall perform such services in accordance with the standards of its profession and the specifications attached hereto as Section 1. CONTRACTOR shall provide Services that are acceptable to CITY.

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Section 1 as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Twenty Five Thousand and No/100ths Dollars ($25,000.00), and in no event shall the total sum of this agreement exceed Seventy Five Thousand and No/100ths Dollars ($75,000.00) for a period of Thirty Sixty months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within five (5) working days of dispute settlement.

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of thirty six months (36) beginning August 9, 2016 and ending August 8, 2019, 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 CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR 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 CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: CONTRACTOR shall not commence work or services 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 or services 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 or services 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: 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.

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

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured 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.

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive 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 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:** 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONTRACTOR, CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with 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, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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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 CONTRACTOR for purposes other than this contract without the express prior written consent of CITY.

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

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

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

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

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

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

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

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

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

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONTRACTOR 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: CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to prevailing wage laws, if applicable. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

31. RECORD INSPECTION AND AUDIT: CONTRACTOR shall maintain adequate records to permit inspection and audit of CONTRACTOR's time and material charges under this

Agreement. CONTRACTOR 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 CONTRACTOR agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONTRACTOR without the prior written consent of CITY.

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

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 CONTRACTOR: **WEST COAST ABRORISTS, INC.**
ATTENTION: PATRICK MAHONEY, PRESIDENT
436 W. SCOTTS AVENUE
STOCKTON, CA 95203
PHONE: (800) 521-3714
FAX: (714) 956-3745
EMAIL: vgonzalez@wcainc.com

for CITY: **CITY OF TURLOCK**
ATTN: ERIK SCHULZE, Manager
Parks, Recreation and Public Facilities
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4604
FAX: (209) 668-5619
EMAIL: eschulze@turlock.ca.us

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

Erik Schulze
Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380-5456
(209) 668-5599 Ext. 4604
eschulze@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: _____
Allison Van Guilder, Director of
Parks, Recreation and Public Facilities

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

WEST COAST ARBORISTS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
TREE TRIMMING AND MAINTENANCE SERVICES
SCOPE & SPECIFICATIONS

1.1 Scope

Contractor to provide tree trimming and maintenance services for the City of Turlock Parks, Recreation and Public Facilities Department for a period of thirty six months.

1.2 Vendor Qualification Criteria

A. Contractor's minimum qualification criteria includes, but is not limited to the following:

1. Contractor shall possess all licenses and certificates necessary to provide tree trimming & maintenance services.

2. Contractor shall be able to respond to City's request for tree trimming & maintenance services within 24 hours.

1.3 Scope of Work

1. **Overview** - Contractor shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide tree pruning and/or removal services as required by the City. The City's requirements are as follows: (1) routine pruning of selected street trees, park trees and trees located on public property or in the public right of way as required by the Public Facilities Maintenance Division.

2. **Pruning Standards** - Pruning standards for trees listed shall be in accordance with the American National Standards Institute Tree Maintenance Standard A300 (2001) and the International Society of Arboriculture Tree-Pruning Guidelines (1995). No pruning shall involve more than 25% of bulk material removed from the trees, and tip tinning will be the requirement for the majority of trees in this contract. Work shall also include the repairs and/or replacement of existing improvements affected by the work to their original condition and the necessary "cleanup" to restore the work site(s) to a satisfactory condition. All work shall be done in compliance with the standards, objectives and practices as described in section B (Pruning Requirements).

3. **Unit Routine Maintenance Work & Location of Work** – Contractor shall perform tree trimming work at assigned locations within the City of Turlock City limits. The City shall deemed the "Routine Maintenance Work" area, and all trees trimming work performed in such areas shall be performed on a "Unit Routine Maintenance Work" basis, and charged at Firm Unit Prices. In the event that the City directs the Contractor to perform work other than as planned and agreed in advance by the City, the Contractor shall charge, and the City shall pay, for such work on a Time and Material basis in accordance to Paragraph C of Rates, attached as Schedule A to the Agreement.

4. **Days and Hour of Work** – Contractor crew type A, C, and S, shall perform regular tree trimming work eight (8) hours per day, five (5) days per week (Monday through Friday, inclusive) except on City holidays and periods of

suspension defined in the Agreement.

Contractor's supervisor (crew type S) shall perform regular supervisory work eight (8) hours per day, five (5) days per week (Monday through Friday, inclusive) except on City holidays and periods of suspension defined in the Agreement.

Contractor's crews shall not perform regular tree trimming work on City holidays:

a) New Year's Day, January 1
b) Martin Luther King Birthday, Third Monday in January
c) President's Day
d) Memorial Day, Last Monday in May
e) Independence Day, July 4
f) Labor Day, First Monday in September
g) Veteran's Day, November 11
h) Thanksgiving Day
i) Day after Thanksgiving
j) Christmas Day

Contractor shall receive no holiday compensation from City.

Regular hours of work shall start at 7:00 a.m. or 7:30 a.m. (Pacific Time) as determined by City's Representative in order to coordinate with Department Representative's work hours. All work requested and authorized by City's Representative and performed by Contractor outside of regular days and hours of work defined herein shall be overtime work.

5. Crews

Contractor crew shall consist of the personnel, equipment, and tools described herein. Contractor shall not perform tree trimming work with any crew that is missing any personnel, equipment, or tool component described herein. Contractor may substitute upgraded personnel, equipment or tools on any crew provided such substitution is approved by City's Representative. Contractor shall receive no additional compensation for such substitution.

(a) Crew Type A

1 – Working Foreman
1 – Certified Line Clearance Tree Trimmer
1 – 50' Aerial Lift Dump Truck
1 – Trailer Mounted Chipper
1 – Hydraulic Stick Pruner
1 – Hydraulic Stick Saw
1 – Gasoline Powered Chain Saw with 12" or 14" Bar
1 – Lot-Incidental Hand, Rigging, & Climbing Tools

(b) Crew Type C

1 – Working Foreman
2 – Line Clearance Tree Trimmers + 1 Grounds man
1 – Dump Truck with Chipper
3 – Gasoline Powered Chain Saws with 12" or 14" bar
1 – Lot-Incidental Hand, Rigging, & Climbing Tools

(c) Crew Type S

1 – Supervisor
1 – Pickup Truck with Vehicle Mounted Telephone
1 – Gasoline Powered Chain Saw with 24" Bar
1 – Trailer Mounted Light Traffic Control Sign

B. Pruning Requirements

1. **Safety Standards**:

   a) American National Standard Institute publication – Z133.1-2000, hereinafter referred to as "ANSI-Z133.1-2000", incorporated by this reference, shall be made a part of and included in the specifications as the safety requirements. In addition to meeting qualified tree worker's qualifications, all employee and equipment worked within ten-foot proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers or qualified line-clearance tree trimmer trainees using approved tools and equipment.

   b) Contractor shall, prior to commencing work, provide to the City documented proof that its employees have participated in an appropriate training program and copies of certifications that its equipment and tools have passed Dielectric Tests.

   c) All incidental power and hand tools shall have passed Dielectric Tests, where required.

   d) Contractor shall adhere strictly to all OSHA safety requirements.

2. **General Tree Maintenance Standards**
   The general ISA pruning guidelines shall be followed during all types of pruning assignments.

   a. **References**
   The following references shall be included as authoritative references; and unless explicitly addressed in these specifications, pruning techniques shall be consistent with these references:

      1) *Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines*, 3rd Edition, R.W. Harris, James R. Clark, Nelda Matheny, 1999.

      2) *ANSI A300. Standard Practices for Tree, Shrub and Other Woody Plant Maintenance*, American National Standards Institute, Washington D.C., 2001.

      3) *Tree Pruning Guidelines*, International Society of Arboriculture, Savoy, IL, 1995

      4) *Tree Pruning: A Worldwide Photo Guide*, A.L. Shigo, Durham NH, 1989.

   b. **General Pruning Objectives** – The primary objective of street tree pruning in the City of Turlock is structural integrity and public safety. Where identifiable, tree hazards are mitigated to reduce risk to the public. Following are the primary objectives of pruning trees.

1) ***Crown Cleaning*** – *The removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches from a tree's crown.* Crown cleaning shall be performed on all City trees specified. This procedure is specifically intended to remove hazardous or potentially hazardous limbs. It is not intended as thinning or "opening up" a tree's canopy.

2) ***Crown Raising*** – *The raising of lower branches of a tree to provide clearance for vehicles, pedestrians, signage or traffic signals.* All trees shall be evaluated for crown rising. This is one of the primary functions of City tree pruning. The ideal canopy shall allow for a least ½ of the tree's foliage in the lower 2/3 of the tree's height as measured from the soil line to the top of the tree's canopy. **The standard in Turlock is to allow a minimum street clearance of sixteen (16) feet but not more than twenty (20) feet, between the lowest limb or foliage of such trees and the public street and sidewalk clearance of seven (7) feet but not more than 10 (ten) feet between the lowest limb or foliage and the public sidewalk.** For trees less than 30 feet tall, temporary scaffold branches below the 16-foot or 7-foot height standard shall remain on the tree--especially in areas where such removal either puts less than ½ the foliage in the lower 2/3 of the tree or removes more than 25% of the leaf area or both. Such branches can be headed back to provide vehicular or pedestrian clearance, as necessary.

3) ***Crown Thinning*** – *Selective removal of branches to increase light penetration and air movement through the tree and reduce the overall weight of scaffold branches.* Thinning shall remove entire primary, secondary or tertiary lateral branches back to their points of origin. Crown thinning shall be limited to weight reduction--especially for *Pistacia Chinensis* street trees. City-owned trees **shall not** be thinned to expose the scaffold branches. "Lion Tailing," or the stripping of interior foliage, is not permitted. Interior foliage shall remain in the tree but may be headed back to reduce total branch weight, if necessary.

4) ***Crown Reduction*** – *Thin out or head back branches of a tree to reduce the tree's size in either height or spread or both.* All *Liquidambar* trees shall be considered for crown reduction pruning--especially very large trees (greater than 30 feet) where co-dominant laterals have not been reduced. Long scaffold branches with little taper and excessive end weight shall be reduced in length. Larger *Pistacia Chinese* and *Magnolia grand flora* trees shall be considered for crown reduction if they extend over residential structures. Severe crown reduction that requires removal of very large limbs, i.e. greater than 6 inches in diameter, shall require written authorization by the Parks, Recreation and Public Facilities Manager.

c. **General Pruning Objectives**

1) ***Reasons for Pruning*** – All pruning of all trees shall be done for a specific reason. Pruning shall include Crown Cleaning for all trees, Crown Raising for all trees to meet the clearance standards, and Crown Reduction for those species where branch length and weight present a potential structural problem for a specific tree. Crown thinning, aesthetic or sculptural pruning

shall not be performed on any tree except as specifically directed by the Public Facilities Maintenance Supervisor.

2) ***Precut / undercut*** – All limbs one inch in diameter (size of quarter) or over shall be precut on the underside of the limb to prevent splitting or ripping of bark. The final cut shall be from the top and distal to the undercut.

3) ***Rope Lowering of Limbs*** – All branches that cannot be dropped safely or controlled by hand shall be lowered to the ground by using a proper rope procedure. All limbs, which may damage structures, utilities, or landscaping beneath tree, shall be safely lowered by rope.

4) ***Painting / Wound Dressing*** – Pruning cuts shall not be coated with paint or wound dressing compound.

5) ***Final Pruning Cuts*** – Final pruning cuts shall be made without leaving a stub and in a manner to favor the earliest possible covering of the wound by callus growth. This requires that the wound be as small as practicable, that the cut be just outside the branch-bark ridge, and that the cambial tissue at the edge of the cut is alive and healthy. Extremely flush cuts, which produce large wounds and weaken the tree at the cut, shall be avoided.

d. **Tree Maintenance Definitions**

1) ***Branch Bark Ridge*** – Raised area of bark in the branch crotch that marks where the branch wood and trunk wood meet.

2) ***Callus*** – New growth made by the cambium layer around wounds.

3) ***Cambium Layer*** – Growing point between the bark and sapwood (xylem).

4) ***Crown/Canopy*** – The upper portion of the tree that contains the tree foliage (leaves) – excludes basal suckers or sprouts.

5) ***Cut*** – Exposed wood area that remains after the branch or branch part has been removed.

6) ***Drop Crotch*** – Older terminology that conveyed severe crown reduction by removal of major branches, typically lowering the height of the tree. This process usually eliminates the natural structure of the tree by removing the leader to major scaffold branch.

7) ***Dormant*** – A condition of non-active growth. Deciduous trees are considered dormant from the time the leaves fall until new foliage begins to appear.

8) ***Heading/Cut*** – The cutting of branch or stem back to a stub, small branch or bud that is too small to take over the terminal role.

9) ***Lateral Branch*** – A branch or sub-branch of a tree that arises from the trunk or scaffold branches.

10) ***Rising*** – The removal of lower branches for clearance between the ground and canopy of the tree.

11) ***Parent Stem*** – The main trunk system of the tree. This includes the single or multiple trunks of a single tree.

12) ***Precut or Precutting*** – The removal of a branch at least six inches beyond the finished cut to prevent splitting into parent stem or branch.

13) ***Sap Flow*** – The course assumed by sap in its movement through a tree.

14) ***Scaffold Branch(s)*** – The main (primary) branches that arise for the trunk(s) of the tree that form the basic structure (architecture) of the tree.

15) ***Scars*** – Natural or man-made lesions of the bark in which wood is exposed.

16) ***Suckers*** – Abnormal growth of small branches usually not following the general pattern of the tree.

17) ***Terminal Role*** – A branch or main stem (trunk) that is the growing terminal point or points of the tree. Typically, the terminal branch will direct new growth throughout the end or terminal buds of the branch.

18) ***Thinning/Cut*** – The removal of a branch in its entirety back to its point of origin or to the branch or stem from which it arises. Typically, thinning cuts allow a tree to redistribute the growth throughout the remaining branch(s) of the tree. This is in contrast to a heading cut that shortens a branch to a point that does not allow the tree to redistribute the growth, consequently forcing vigorous, usually vertical growth at the end of the headed branch.

19) ***Tracing*** – Cutting of the bark along the lines of sap flow of a wound to remove loose bark and to encourage healing around the wound area.

20) ***Topping*** – The indiscriminate removal of a tree's trunk and main branches back to stubs or small branches to primarily reduce the height of a tree.

21) ***Waterspouts*** – A shoot arising from a latent, adventitious bud that has sprouted along a branch in response to a stimulus.

3. **Pruning Requirements**

a. All cuts shall be made sufficiently close to the parent stem so that sealing can readily start under normal environmental conditions but not as close to cut below the branch bark ridge.

b. All limbs greater than one inch in diameter (size of a quarter) shall be precut to prevent splitting. All branches 3-1/2 inches in diameter or larger shall be lowered to the ground using the proper ropes.

c. When working on a diseased tree where there is a danger of transmitting the disease to healthy trees, tools shall be disinfected with alcohol after each cut and between trees.

d. On scars or wounds where callus growth is not already established, trace the scars or wounds to firm cambium tissue unless other treatment is designated by the Public Facilities Maintenance Supervisor.

e. All girdling roots visible to the eye shall be reported to the Public Facilities Maintenance Supervisor.

f. Any structural weakness, decayed trunk or branches, split crotches, and/or branches or heavy limbs with potential for failure shall be immediately reported to the Public Facilities Maintenance Supervisor who will determine the course of action.

g. When making crown reductions, shorten branches or leader to the lateral that is at least one-half the diameter of the branch being removed. Cuts to laterals that are less than one-half the diameter of the branch being removed shall be at the direction and approval of the Public Facilities Maintenance Supervisor.

h. In reducing a tree's overall size, attention shall be given to symmetrical appearance. The tree's form should conform to the habit and character of the species.

i. On thin bark trees, such as magnolia, avoid removing foliage that exposes inner bark to the sun. Where trees have foliage or short shoots along a branch, especially in response to previous exposure to sunlight, leave foliage on the tree. Where waterspouts are greater than twelve inches long, they should be headed back to twelve inches rather than removed.

j. Contractor's employees shall not use climbing spurs when climbing any street tree. Pruners/climbers shall always use rope and saddle when entering and working in a tree.

k. Unless heading cuts are required, pruning cuts should be made so that the diameter of any remaining branch at the point of attachment is one-half or less in diameter than the branch from which it arises.

l. In general, the reduction in the size of a tree should not remove more than one-fourth of the total foliage area in a single year.

D. Contractor Requirements

1. **Examination of Site** – The successful Contractor shall be responsible for examining each job site and comparing it with all specifications and contract documents and for having satisfied itself as to the conditions under which the work is to be performed before entering into this contract. Further, no allowance shall subsequently be made on behalf of the Contractor on account of an error, negligence or failure to acquaint itself with the conditions of each site or of the streets or roads approaching each site.

2. **Quantities** –The tree quantities listed in these specifications are estimates only and being given to form a basis for the comparison of bids. The City does not guarantee that the actual amount of work will correspond to the work described in these specifications, but reserves the right to increase or decrease the amount of any class or

portion of the work or to omit items or portion of the work that may be deemed necessary by the Supervisor of Trees and Landscape.

3. **On-Site Staffing Requirements** – There shall be a minimum of one contractor-employed certified Arborist supervising the work and a minimum of one certified tree worker on the job at all times.

4. **Personnel** – Contractor shall utilize only qualified, certified, experienced, and trained personnel to perform tree trimming work. Contractor shall comply with all requirements of federal, state, and local rules, regulations and laws that apply to the work. Contractor shall, at its own expense, provide proper training to ensure that its personnel are certified, trained, and updated in all applicable tree trimming and associated work procedures. Contractor shall have a CAL/OSHA approved training program and an ongoing Multimedia First Aid Program, Cardio-Pulmonary Resuscitation Program, a monthly safety program, and documentation showing all its personnel have successfully passed the required tests and are currently certified. Contractor shall provide the training documentation for review upon request of City's Representative. Contractor shall provide to the City certification for each employee performing work under this Agreement that such employee is a qualified tree trimmer. Contractor must have staff Arborists and tree workers certified by the Western Chapter of the International Society of Arboriculture.

   a. Supervisor shall have a minimum of five (5) years performing duties of a foreman, and one (1) year performing the duties of a Certified Line Clearance Tree Trimmer.

   b. Working Foreman shall have a minimum of one (1) year performing the duties of a Line Clearance Trimmer.

   c. Certified Line Clearance Tree Trimmer shall be familiar through related training and one and one-half (1-1/2) continuous years of on-the –job experience, with the hazards in line clearance. He or she shall have demonstrated performance of the special techniques involved, including at least one (1) year of experience operating an aerial lift in proximity to high voltage line.

   d. Qualified Tree Worker shall be familiar, through related training and on-the-job experience, with the techniques and hazards of tree maintenance, removal, and the equipment used in the specific operations involved.

5. **Notification and Relations with Property Owners**

   a. ***Notification*** – When applicable, Contractor shall notify all affected residents by hanging a completed door tag on the doors of the affected homes at least forty-eight (48) hours in advance of all work being done on their frontage to arrange for removal of vehicles from the work area. Additionally, "No Parking" signs shall be posted on the street forty-eight (48) hours in advance, if necessary. Property owners shall be provided access to their property over both walkways and driveways at all times. Contractor shall provide all necessary bridges or ramps and/or construct work in stages to allow access. All costs involved in providing access shall be included in the amount bid for the various bid items, and no additional compensation will be allowed. The City shall furnish door tags and "No Parking" signs.

b. ***Complaints*** – Should complaints occur; the Public Facilities Maintenance Supervisor or his designee may require Contractor to delay pruning until the complaint is resolved by the City. Further, the City shall not be liable to Contractor for any additional delay caused by the need to resolve any such dispute. If objection to the pruning occurs while work is in progress, Contractor shall immediately stop work on tree or trees in question and attempt, to the best of Contractor's abilities, to resolve the dispute. If Contractor cannot promptly resolve the complaint, Contractor shall immediately notify the Public Facilities Maintenance Supervisor or His designee. Work shall not resume on the disputed tree or trees until City settles complaint.

c. **Delays** – Contractor shall assume that delays will occur while the City attempts to resolve citizen complaints and shall be prepared to move on to the next scheduled tree work.

d. **Public Relations** – Contractor shall be aware that he/she is an integral part of a continuing City service to which the citizens are accustomed. All public contact shall be courteous, congenial, and informational only. Discourtesy will **NOT BE TOLERATED**.

6. **Protection of Property** – Contractor shall maintain the work site in as clean and debris-free condition as is feasible. Contractor shall not pile debris or equipment, or otherwise trespass on private property, unless it has obtained specific permission from the property owner. Contractor shall take reasonable precautions to cause the least possible damage to existing improvements and landscaping in the work area on both public and private property.

7. **Disposals and Cleanup**

a. At the end of each day or any time tree pruning is suspended at a given location, Contractor shall remove all equipment, debris, or any other obstructions from the roadway and public right-of-way to assure the roadway is open and clear for use by public traffic.

b. All tree trimming and debris resulting from tree care work shall be promptly removed from the work site and properly disposed of at Contractor's expense, except for usable wood chips as listed below (Item "e").

c. As a disease prevention measure, all wood trimmings or wood chips from diseased trees shall be properly disposed of at the refuse disposal site.

d. Contractor shall observe the following wood disposal policy of the City. Usable wood shall be cut into lengths manageable by one person except when tree trunk sizes make it impractical to do so. Contractor shall not leave cut wood unless the property owner or owners have specifically requested it.

1. Owner of property on which a tree is growing shall have first choice over any usable wood collected from such trees.

2. Any City resident who requests usable wood at time of cutting shall have the second choice of such wood.

e. Usable wood chips will be delivered at a specific job site as directed by City Staff.

f. Upon completion of tree pruning or other tree care work, the area shall be cleaned to a condition at least equal to that, which existed when work was started. Undergrowth and adjacent shrubbery or trees sustaining broken branches or other injury resulting from this operation shall receive corrective treatment.

g. All costs for disposal and cleanup shall be included in bid pricing, and no additional special compensation will be allowed.

8. **Dust and Noise Control** – Contractor shall provide a relatively "dust free" project. The work areas shall be sprinkled as often as necessary to alleviate or prevent dust nuisance. A dust palliative may be used as an alternate to water at Contractor's option.

   No separate payment will be made for any work performed or material used to control dust caused by Contractor's performance of the work, either inside or outside the right of way. All costs for dust control shall be included in bid pricing, and no additional special compensation will be allowed.

   Equipment shall be operated in a manner, which will minimize offensive noise. When tree trimmings have been chipped, chipper shall be moved as close as practical to the next tree or trees to be pruned. Chippers shall not be operated in one location for extended periods of time.

9. **Equipment** – All tools shall be clean, sharp and in proper working order and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition at all times, well maintained, and operated in compliance with all applicable laws and regulations.

10. **Public Convenience and Safety** –Contractor shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect and maintain sufficient warning and directional signs as well as barricades and lights and shall furnish sufficient flagmen to give adequate warning to the public at any time dangerous conditions exist due to tree work. Contractor shall obtain approval from the City Traffic Engineer for any detours required in connection with the work.

    In general, for minor streets, at least one traffic lane shall be maintained open in each direction. However, if only one lane is open, a flagman must be present. For major streets, the City Traffic Engineer shall approve proposed traffic control before the work is started. However, in general, at least one traffic lane in each direction shall be kept open; and the moving lanes shall not be closed during the morning and evening peak traffic periods. Contractor is alerted to the high volumes of traffic on some streets, which are part of this contact. Contractor shall perform all work in compliance with these specifications, OSHA requirements, and State of California Safety Regulations. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Vehicle will not be driven onto the area to be maintained unless materials are too heavy for a person to carry to the area. The Contractor acknowledges that the City is relying on the Contractor to ensure such compliance. All traffic control costs shall be included in bid

pricing, and no additional special compensation will be allowed.

11. **Existing Utilities** – It is the Contractor's responsibility to verify the location of all existing utilities, including P.G. & E., P.T.&T., California Water Service, Tele-Communications (cable television), and Air Products (nitrogen gas line). Contractor shall coordinate the work with the respective utility companies. Contractor is required to call Underground Service Alert (USA Center at (800) 642-2444, forty eight (48) hours in advance of any excavation activity, so that all existing underground facilities can be located and marked.

12. **Water** – All costs and expenses for water used on the project shall be included in the applicable items on the Bid Pages, and no extra compensation shall be paid to the Contractor for water. You must obtain a Hydrant Permit for the purchase of potable water from the City of Turlock Municipal Services (City Hall) at 156 S. Broadway, Suite 270 or call (209) 668-5590 or (209) 668-5599 Ext. 4404.

13. **Coordination of Work** – Contractor shall coordinate all tree care work activity with the Public Facilities Maintenance Supervisor, or his designee. Contractor's designated representative and the City's representative together shall exercise control of the contracted work. If necessary, the City Traffic Engineer will also issue special instructions, depending on circumstances. Contractor shall establish a uniform time schedule for the performance of routine tree work and shall ensure compliance with specified hours of work or special tree care requirements included in these specifications. Following contract award, the Public Maintenance Supervisor, or his designee, shall schedule a pre-work conference with the following in attendance:

    a. City Traffic Engineer or his designee
    b. Contractor's Representative
    c. City Public Facilities Maintenance Supervisor

    All cost of coordinating work with utility companies, other contractors, and City crews shall be included in bid pricing; and no additional special compensation will be allowed.

14. **Inspections** – Contractor shall notify the City Public Facilities Maintenance Supervisor, or his designee, twenty-four (24) hours in advance of "Move-on". Daily work inspections by the City shall be conducted during normal working hours, and designated City staff shall have access at all times to the work being performed. Contractor shall maintain full knowledge with respect to the progress and quality of the work being performed. Should any inspection report indicate failure to satisfactorily maintain and execute the work, Contractor shall immediately rework the area as directed by the Public Facilities Maintenance Supervisor, his designee at no cost to the City.

15. **Authority** – The Public Facilities Maintenance Supervisor or his designee shall decide any and all questions about the quality or acceptability of work performed and about the manner of performance and/or rate of progress of the work. This includes questions about specification interpretation and Contractor's fulfillment of contract requirements.

16. **Deviations** – Deviations from these specifications, if required by unforeseen events, will be mutually determined in all cases by the Public Facilities Maintenance Supervisor or his designee and Contractor.

17. **Temporary Suspension of Work** – The Public Facilities Maintenance Supervisor or his

designee shall have the authority to suspend the work wholly or in part, for as much time as deemed necessary, due to unsuitable weather or any other condition considered unfavorable for suitable execution of the work.

18. **Suspension of Contract** – If, in the opinion of the Parks, Recreation and Public Facilities Manager, or his designee, Contractor has failed to supply an adequate workforce or equipment or has failed to execute the work with due diligence as required under the terms of the contract, written notice shall be provided to Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with the contract, within the time specified, the Public Facilities Maintenance Supervisor or his designee shall have the authority to suspend the operation of Contractor and commence termination of the contract.

19. **Quality of Work** – All unsatisfactory work shall be remedied at no additional cost to the City and in a manner acceptable to the Public Facilities Maintenance Supervisor, his designee, or his designee. Any work performed outside requirements of these specifications or any extra work done without written authority from the City will be considered unauthorized and not eligible for remuneration. Upon Contractor's failure to comply with specifications or City directives, the City reserves the right to remedy the unsatisfactory work by using City employees or those of another contractor and to deduct the cost thereof from any monies due, or to become due the Contractor.

20. **Superintendence** – Contractor must provide for adequate supervision of its employees and inspection of all work performed to insure that each requirement of these specifications is consistently met. A fully-qualified supervisor representing Contractor shall be readily available to meet with the Public Facilities Maintenance Supervisor or his designee, as needed, for the purpose of correcting problems, resolving conflicts and complaints, reviewing work schedules, and complying with personnel and equipment requirements.

21. **Character of Workers** –Contractor agrees to remove from service any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, insubordinate, dangerous, disruptive, or otherwise objectionable. Contractor shall in NO way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall prohibit the use of alcoholic beverages or drugs of any nature, except those for medical purposes, by drivers and crewmembers. Employees shall be properly and neatly clothed and shall behave in an efficient manner. It shall be Contractor's responsibility to communicate with its employees and make them aware of all City requirements as set forth in these specifications.

22. **Final Acceptance** – Contractor shall provide written notice to the City that the work is ready for final inspection and acceptance. Notice shall communicate to the Public Facilities Maintenance Supervisor that the Contractor has carefully inspected all portions of the work, that all specifications have been reviewed in detail and that all conditions of the contract have been fulfilled.

23. **Methods of Communications** – The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contract shall have telephone communication capability.

24. **Job Site Performance** - If the Parks, Recreation & Public Facilities Manager or his

designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days-notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Parks, Recreation & Public Facilities or his designee will correct the deficiency by any means possible and then bill the contractor.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 16-347

BID DUE DATE: MAY 18, 2016 BY 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

TREE TRIMMING AND MAINTENANCE SERVICES

1) Return original bid to:

City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) Price shall be for the service rendered.

3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.

4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: West Coast Arborists, Inc.

Address: 436 W. Scotts Ave., Stockton, CA 95203

Telephone Number (800) 521-3714 Fax Number (714) 991-1027

E-Mail Address vgonzalez@wcainc.com

Authorized Representative (print) Patrick Mahoney, President

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Tree Trimming and Maintenance Services, at the prices indicated herein.

BID PROPOSAL	
	PRICE PER INCH/FOOT
Various locations within City of Turlock	$
HOURLY RATE	$ 79.00
OVERTIME RATE	$ 119.00

Note: *PROPOSAL CALLS FOR PREVAILING WAGE RATE.*

Standard Rate between what hours? 7:00 AM to 4:30 PM

Overtime Rate between what hours? 4:31PM to 6:59AM, Monday - Friday, Weekends, and Holidays

List any extra charges not described above: Stump Grinder - $10/hour

Specialty equipment (crane, 95' boom, loader/roll off, etc.) - $79/hour.

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A 1.0 % discount is offered for payment within 20 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: *will obtain upon award

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☒ Yes ☐ No

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. N/A, _____, _____

Terms
7.625% Sales tax will be added at time of purchase.
Prices are F.O.B. Turlock.

Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

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

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace

Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

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(If applicable)
Contractor's License No. 366764 Expiration Date: 12/31/16

Department of Industrial Relations registration number: 1000000956

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

West Coast Arborists, Inc.
Company Name

Signature of Authorized Representative Patrick Mahoney, President

95-3250682
Federal Tax ID Number

One original and one copy of the complete bid proposals are required

FAILURE TO CLEARLY MARK THE ORIGINAL AND PROVIDE ORIGINAL SIGNATURE MAY RESULT IN A PROPOSAL BEING FOUND NON-RESPONSIVE AND GIVE NO CONSIDERATION.

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City Council Synopsis
August 9, 2016

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 an Agreement between the City of Turlock and Kidz Love Soccer, Inc. to offer youth soccer classes within the community, from August 9, 2016 to August 9, 2017, in an amount not to exceed $25,000

2. DISCUSSION OF ISSUE:

The City of Turlock and Kidz Love Soccer, Inc. have successfully partnered together for more than 10 years to offer safe athletic opportunities in the community.

The City of Turlock and Kidz Love Soccer, Inc. desire to continue working together to offer youth soccer classes from August 9, 2016 to August 9, 2017. This program is designed to teach children ages 2.5 – 10 the fundamentals and skills of soccer. All program activities will take place at City of Turlock facilities.

The City Attorney has reviewed this agreement.

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.
5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

At the conclusion of the program, the City of Turlock will pay Kidz Love Soccer, Inc. 70% of net program fees and include a detailed report including date, location and session being paid. The City of Turlock will retain 30% of net revenue, plus a $6.00 administrative fee per registration received for the program. No additional monies are required for this program.

These financials have been reviewed by Finance Staff.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose not to enter into a contract with Kidz Love Soccer, Inc. to provide youth soccer classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
Kidz Love Soccer, Inc.
for
Youth Soccer Classes
CONTRACT NO. 16-095

THIS AGREEMENT is made this 9th day of August 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Kidz Love Soccer, Inc.,** a youth soccer provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for Youth Soccer classes; and

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

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

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

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this Agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

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

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT

OK for Agenda

CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed twenty-five thousand and no/100ths Dollars ($25,000). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 70% minus a participation fee of $6.00 per registration and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

5. TERM OF AGREEMENT: This Agreement shall become effective August 9, 2016 and end August 9, 2017, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this Agreement.

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

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

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

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

16. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

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

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

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

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

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

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

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

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

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

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

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

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

27. CITY BUSINESS LICENSE: INDEPENDENT CONTRACTOR will have a City of Turlock business license.

28. DRIVERS LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver's License.

29. TAXPAYER INDENTIFICATION NUMBER: INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

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

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain

an up-do-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

33. RIGHT TO UTILIZE OTHERS: CITY reserves the right to utilize other to perform work similar to the services provided hereunder

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

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

INDEPENDENT CONTRACTOR: **KIDZ LOVE SOCCER, INC.**
ATTN: PETER STANLEY
780 MONTAGUE EXPRESSWAY, SUITE 602
SAN JOSE, CA 95131
PHONE: (408) 774-4629
FAX: (888) 391-5114

CITY: **CITY OF TURLOCK**
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

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

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
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

KIDZ LOVE SOCCER, INC.

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

PERFORMANCE OF DUTIES
INDEPENDENT CONTRACTOR agrees to provide youth soccer classes to participants 2.5 to 10 years of age, to the sole reasonable satisfaction of the City of Turlock Parks and Recreation Manager or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION
INDEPENDENT CONTRACTOR will be paid 70% of registration fees minus a $6.00 per participant administrative fee to be kept by the City of Turlock for registration purposes. The City of Turlock Parks, Recreation and Public Facilities Department will pay INDEPENDENT CONTRACTOR from registrations received for each class session. Compensation will not exceed nineteen thousand dollars ($19,000) for the duration of this agreement. INDEPENDENT CONTRACTOR will be paid within six weeks of registration closure.

SUBCONTRACTORS
In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, the class will be canceled and a make-up class added to the end of the session. **INDEPENDENT CONTRACTOR** will be responsible for notifying the students of the cancellation.

INDEPENDENT CONTRACTOR will secure a substitute contractor equally or better qualified to instruct class at the scheduled time and place. Subcontractors must meet fingerprinting requirements according to Public Resources Code, Section 5164.

SUPERVISION
INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

FACILITY
INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

CONDUCT
INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this Agreement.

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks and Recreation Manager or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

WAIVER OF
INSURANCE PROVISIONS
in Contract No. 16-095
between
THE CITY OF TURLOCK
and
KIDZ LOVE SOCCER, INC.

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Automobile Liability Insurance**
   Mounir Ouazzia will not be using an automobile as part of his/her work or services under this Agreement.

2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

Dated: August 9, 2016

_____
Peter Stanley, General Manager
Kidz Love Soccer, Inc.

_____
Allison Van Guilder, Director
Parks, Recreation & Public Facilities Department

5G

City Council Synopsis
August 9, 2016

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 Amendment No. 1 to the Agreement between the City of Turlock and Kidz Love Soccer, Inc. to increase compensation from $19,000 to $22,000

Resolution: Appropriating $3,000 to 110-61-624-068.43725 "Soccer Camp" from 110-61-624-068.35720 "Soccer Camp Revenue" for additional expenses associated with increased class enrollment

2. DISCUSSION OF ISSUE:

On September 22, 2015, the City Council approved Contract No. 15-118 with Kidz Love Soccer. Based on estimated revenue, generated by participant enrollment, the agreement allowed for expenses not to exceed $19,000. Due to an increase in enrollment, the actual revenue for this program exceeded anticipated expenses (compensation to the contractor). Amendment No. 1 to the agreement will cover additional expenses associated with the increased allotment.

Actual revenue for the program was $35,739. Kidz Love Soccer, Inc. is paid 70% of net program fees minus a $6 administrative fees. The increased revenue received through program enrollment will compensate for the additional increase in expenses/compensation.

The City Attorney has reviewed this amendment.

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.

OK for Agenda

2. Deliver positive recreation programming to deter crime and improve quality of life.
3. Focus on partnerships to expand services and the number of citizens served.
4. Maximize the use of our sports facilities through tournaments, league play and partnerships.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

At the conclusion of each session, the City of Turlock is invoiced by Kidz Love Soccer, Inc. for participation in classes. This amendment will close out the current contract invoices for the 2015/16 fiscal year. The additional $3,000 will be added to expense account number 110-61-624-068.43725 "Soccer Camp" and will be transferred from revenue account number 110-61-624-068.35720 "Soccer Camp Revenue".

These financials have been reviewed by Finance staff.

Budget Amendment

$3,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. City Council could choose not to amend the contract with Kidz Love Soccer, Inc. With this alternative, Kidz Love Soccer, Inc. would not receive compensation for services performed.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $3,000 TO 110-61-624-068.43725 "SOCCER CAMP" FROM 110-61-624-068.35720 "SOCCER CAMP REVENUE" FOR ADDITIONAL EXPENSES ASSOCIATED WITH INCREASED CLASS ENROLLMENT	**RESOLUTION NO. 2016-**

WHEREAS, on September 22, 2015, the Turlock City Council approved Contract No. 15-118 with Kidz Love Soccer, Inc., in an amount not to exceed $19,000 from 110-61-624-068.43725 "Soccer Camp"; and

WHEREAS, due to an increase in enrollment, the program generated additional revenue above staff's estimations; and

WHEREAS, the appropriation of $3,000 from 110-61-624-068.35720 "Soccer Camp Revenue" will provide funds for additional expenses associated with increased enrollment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate of $3,000 to 110-61-624-068.43725 "Soccer Camp" from 110-61-624-068.35720 "Soccer Camp Revenue" for additional expenses associated with increased class enrollment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

AMENDMENT NO. 1
to
the Agreement between
THE CITY OF TURLOCK
and
Kidz Love Soccer, Inc.
City Contract No. 15-118

THIS AMENDMENT NO. 1, dated August 9, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **KIDZ LOVE SOCCER, INC**, hereinafter referred to as "INDEPENDENT CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement to provide youth soccer classes, executed on September 22, 2015 whereby the "Independent Contractor" will provide youth soccer services to the "City", through September 22, 2016;

WHEREAS, the parties desire to amend the agreement as set forth in this Amendment No. 1.

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

1. Paragraph 4 of the Agreement, entitled "COMPENSATION" is amended to read as follows:

> "COMPENSATION: CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed twenty-two thousand and no/100^{ths} Dollars ($22,000). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:"

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 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

KIDZ LOVE SOCCER, INC.

By: _____

Title: _____

OK for Agenda

1

_____
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

Print name: _____

Date: _____

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City Council Synopsis
August 9, 2016

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 an Agreement between the City of Turlock and Dragon Sports to offer youth self-defense classes within the community, from August 9, 2016 to August 9, 2017, in an amount not to exceed $15,000

2. DISCUSSION OF ISSUE:

The City of Turlock and Dragon Sports have successfully partnered together for more than 15 years to offer safe athletic programs in the community.

The City of Turlock and Dragon Sports desire to continue working together to offer youth self-defense classes from August 9, 2016 to August 9, 2017. This program is designed to teach children ages 4 – 15 the fundamentals and skills of self-defense. All program activities will take place at City of Turlock facilities.

The City Attorney has reviewed this agreement.

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.
5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

At the conclusion of the program, the City of Turlock will pay Dragon Sports 60% of net program fees and include a detailed report including date, location and session being paid. The City of Turlock will retain 40% of net revenue, plus a $6.00 administrative fee per registration received for the program. No additional monies are required for this program.

These financials have been reviewed by Finance Staff

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose not to enter into a contract with Dragon Sports to provide youth self-defense classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
Dragon Sports
for
Youth Self-Defense Classes
CONTRACT NO. 16-094

THIS AGREEMENT is made this 9th day of August 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Dragon Sports,** a youth self-defense provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for Youth Self-Defense classes; and

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

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

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

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this Agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

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

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT

OK for Agenda

CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed fifteen thousand and no/100ths Dollars ($15,000). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 60% minus a participation fee of $6.00 per registration and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

5. TERM OF AGREEMENT: This Agreement shall become effective August 9, 2016 and August 9, 2017, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this Agreement.

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

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

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

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

16. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

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

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

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

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

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

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

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

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

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

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

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

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

27. CITY BUSINESS LICENSE: INDEPENDENT CONTRACTOR will have a City of Turlock business license.

28. DRIVERS LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver's License.

29. TAXPAYER INDENTIFICATION NUMBER: INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

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

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain

an up-do-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

33. RIGHT TO UTILIZE OTHERS: CITY reserves the right to utilize other to perform work similar to the services provided hereunder

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

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

INDEPENDENT CONTRACTOR: **DRAGON SPORTS**
ATTN: TROY EDWARDS
POST OFFICE BOX 335
DENAIR, CA 95316
PHONE: (209) 605-1529
FAX: N/A

CITY: **CITY OF TURLOCK**
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

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

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
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

DRAGON SPORTS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

PERFORMANCE OF DUTIES
INDEPENDENT CONTRACTOR agrees to provide youth self-defense classes to participants 5 to 15 years of age, to the sole reasonable satisfaction of the City of Turlock Parks and Recreation Manager or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION
INDEPENDENT CONTRACTOR will be paid 60% of registration fees minus a $6.00 per participant administrative fee to be kept by the City of Turlock for registration purposes. The City of Turlock Parks, Recreation and Public Facilities Department will pay INDEPENDENT CONTRACTOR from registrations received for each class session. Compensation will not exceed fifteen thousand dollars ($15,000) for the duration of this agreement. INDEPENDENT CONTRACTOR will be paid within six weeks of registration closure.

SUBCONTRACTORS
In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, the class will be canceled and a make-up class added to the end of the session. **INDEPENDENT CONTRACTOR** will be responsible for notifying the students of the cancellation.

INDEPENDENT CONTRACTOR will secure a substitute contractor equally or better qualified to instruct class at the scheduled time and place. Subcontractors must meet fingerprinting requirements according to Public Resources Code, Section 5164.

SUPERVISION
INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

FACILITY
INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

CONDUCT
INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this Agreement.

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks and Recreation Manager or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

WAIVER OF
INSURANCE PROVISIONS
in Contract No. 16-094
between
THE CITY OF TURLOCK
and
DRAGON SPORTS

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Workers' Compensation insurance**
   Troy Edwards is the sole proprietor of Dragon Sports and has no employees.

2. **Automobile Liability Insurance**
   Troy Edwards will not be using an automobile as part of his/her work or services under this Agreement.

3. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

Dated: August 9, 2016

_____
Troy Edwards, Owner

_____
Allison Van Guilder, Director
Parks, Recreation & Public Facilities Department

5L

City Council Synopsis
August 9, 2016

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 an Agreement between the City of Turlock and Kid Time Fitness to offer youth gymnastics classes within the community, from August 9, 2016 to August 9, 2017, in an amount not to exceed $4,500

2. DISCUSSION OF ISSUE:

The City of Turlock and Kid Time Fitness have successfully partnered for more than 3 years to offer athletic classes in the community.

The City of Turlock and Kid Time Fitness desire to continue working together to implement youth gymnastics classes from August 9, 2016 to August 9, 2017. This program is designed to teach children ages 2 – 10 the fundamentals of gymnastics. All program activities will take place at City of Turlock facilities.

The City Attorney has reviewed this agreement.

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.
5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

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4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

At the conclusion of the program, the City of Turlock will pay Kid Time Fitness 60% of net program fees and include a detailed report including date, location and session being paid. The City of Turlock will retain 40% of net revenue, plus a $6.00 administrative fee per registration received for the program. No additional monies are required for this program.

These financials have been reviewed by Finance Staff.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose not to enter into a contract with Kid Time Fitness to provide youth gymnastics classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Kid Time Fitness
for
Youth Gymnastics Classes
CONTRACT NO. 16-097

THIS AGREEMENT is made this 9th day of August, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Kid Time Fitness, a youth gymnastics provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

W I T N E S S E T H:

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

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

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

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

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY. CITY is not responsible for compensation of equipment, materials or supplies damaged that are left or stored in CITY facilities.

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

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all

OK for Agenda

staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed four thousand five hundred and no/100ths Dollars ($4,500). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 60% minus participation fee of $6.00, and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning August 9, 2016 and ending August 9, 2017, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It is further understood and agreed that INDEPENDENT CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for

all of INDEPENDENT CONTRACTOR's personnel.

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, INDEPENDENT CONTRACTOR shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, INDEPENDENT CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably

aware of the status of INDEPENDENT CONTRACTOR's work on the project. Further, if CITY so requests, and at CITY's cost, INDEPENDENT CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date. INDEPENDENT CONTRACTOR shall remove all material, equipment and supplies within two weeks of termination of contract.

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

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

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

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

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

15. OBLIGATIONS OF INDEPENDENT CONTRACTOR: Throughout the term of this Agreement, INDEPENDENT CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. INDEPENDENT CONTRACTOR warrants that it has all of the necessary professional capabilities and experience,

as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. INDEPENDENT CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

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

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

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

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

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

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

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

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

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

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

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

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

27. CITY BUSINESS LICENSE: INDEPENDENT CONTRACTOR will have a City of Turlock business license.

28. DRIVERS LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver's License.

29. TAXPAYER INDENTIFICATION NUMBER INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

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

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain an up-do-date list of key personnel and telephone numbers for emergency contact after normal business hours.

32. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and INDEPENDENT CONTRACTOR agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third

parties by INDEPENDENT CONTRACTOR without the prior written consent of CITY.

33. **RIGHT TO UTILIZE OTHERS** CITY reserves the right to utilize other to perform work similar to the services provided hereunder

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

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

For INDEPENDENT CONTRACTOR:
KID TIME FITNESS
ATTN: TANAIA GREEN
4801 ALYSSA AVE
SALIDA, CA 95368
PHONE: (209)345-0568
FAX: N/A

For CITY:
CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

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

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
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

KID TIME FITNESS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

PERFORMANCE OF DUTIES
INDEPENDENT CONTRACTOR agrees to provide Youth Gymnastics classes to participants 5 to 15 years of age, to the sole reasonable satisfaction of the City of Turlock Parks and Recreation Director or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION
INDEPENDENT CONTRACTOR will be paid 60% of registration fees minus a $6.00 per participant administrative fee to be kept by City of Turlock for registration purposes. The city of Turlock Parks, Recreation and Public Facilities Department will pay INDEPENDENT CONTRACTOR from registrations received for each class session. Compensation will not exceed $4,500 for the duration of this agreement. INDEPENDENT CONTRACTOR will be paid within six weeks of registration close.

SUBCONTRACTORS
In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, the class will be canceled and a make-up class added to the end of the session. **INDEPENDENT CONTRACTOR** will be responsible for notifying the students of the cancellation.

SUPERVISION
INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

FACILITY
INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

CONDUCT
INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this agreement.

COORDINATION OF WORK
INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s)

in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks and Recreation Manager or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

WAIVER OF
INSURANCE PROVISIONS
in Contract No. 16-097
between
CITY OF TURLOCK
and
KID TIME FITNESS

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Automobile Liability Insurance**
   Tanaia Green will not be using an automobile as part of his/her work or services under this Agreement.

2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

Dated: August 9, 2016

_____
Tanaia Green, Owner

_____
Allison Van Guilder, Director
Parks, Recreation and Public Facilities Department

5J

City Council Synopsis
August 9, 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:

Motion: Approving Amendment No. 4 to the Lease Agreement between the City of Turlock and the Carnegie Arts Foundation for maintenance of major components such as electrical, plumbing or mechanical equipment at the Carnegie Arts Center to be included in the City's maintenance agreements, with the cost of said maintenance to be reimbursed to the City by the Carnegie, and allowing the Carnegie Arts Foundation to procure property insurance for the building in accordance with City standards

2. DISCUSSION OF ISSUE:

The Carnegie Arts Foundation has requested the Council consider amending the existing lease agreement between the Carnegie Arts Foundation and the City for the purpose of achieving cost savings associated with maintaining and operating the Carnegie Arts Center (CAC).

The Carnegie Arts Foundation requests the maintenance of the CAC fire alarm system and elevator be added to the City's maintenance agreement. All costs associated with maintaining the CAC will be reimbursed to the City. By adding these systems to the City's maintenance agreement the Carnegie Arts Foundation will experience a cost savings compared to what they are currently paying for these services. Estimated costs savings for the Carnegie Arts Center Foundation is estimated at $200 per year.

The Carnegie Arts Foundation also identified the opportunity to achieve savings by securing their own property insurance for the building instead of insuring the facility using the City's carrier. The City's carrier has reviewed the new policy to verify the coverage is adequate and meets City standards. Estimated cost savings for the Carnegie Arts Center Foundation is estimated at $3,372 per year.

The City Attorney has reviewed this staff report and Amendment No. 4 to the Agreement.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: **Economic Development**

General Principles:
4. Collaborate with economic development stakeholders.

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The amendment will not result in any additional costs to the City.

Budget Amendment: A budget amendment will be necessary in order to accommodate the addition of the Carnegie to the City's maintenance agreements; however, this increase will be off-set with reimbursements from the Carnegie. These amendments will be brought before Council at a future meeting.

Finance has reviewed this section.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny the request to amend the Agreement between the City of Turlock and the Carnegie Arts Foundation. Staff does not recommend this as the opportunity for the Carnegie to reduce operational costs while still maintaining City standards lends to the Carnegie achieving long term success.

AMENDMENT NO. 4
to the
Agreement between the
CITY OF TURLOCK
and
THE CARNEGIE ARTS CENTER FOUNDATION

THIS AMENDMENT NO. 4, dated August 9, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "Lessor") and **THE CARNEGIE ARTS CENTER FOUNDATION,** a California non-profit corporation (hereinafter referred to as "Lessee").

WHEREAS, the parties hereto previously entered into an agreement dated October 13, 2009, whereby LESSEE will fund, maintain and operate the Carnegie in order to promote the arts for the benefit of the community, (hereinafter the "Agreement"); and

WHEREAS, on May 22, 2012, the parties entered into Amendment No. 1 to the Agreement which returned Twenty Thousand Dollars ($20,000) of the One Hundred Thousand Dollar ($100,000) performance security to Lessee; and

WHEREAS, on May 28, 2013, the parties entered into Amendment No. 2 to the Agreement, whereby the Lessor authorized the return of an additional Seventy Thousand Dollars ($70,000) of the One Hundred Thousand Dollar ($100,000) performance security and any accrued interest to Lessee and authorized the City Manager to execute any necessary amendment to the Agreement; and

WHEREAS, on February 24, 2015, the parties entered into Amendment No. 3 to the Agreement, whereby Lessee was given the authority to set fees as needed and to report those fees to the City of Turlock annually.

WHEREAS, Paragraph 5(j) currently states: "Lessee shall maintain all portions of the Carnegie in good and sanitary order. The Lessee shall furnish all necessary materials and supplies including replacement parts as may be necessary to keep the Carnegie in good operating order. Lessee's obligation to maintain include the obligation to service, maintain and repair all electrical equipment which may be installed in the building. Lessee shall repair any vandalism done to the interior or exterior of the Carnegie. To the extent any such work is subject to California Labor Code Sections 1720 et seq., Lessees shall pay prevailing wages for such work unless otherwise exempt under said Labor Code Sections including, but not limited to, Labor Code Section 1720.4 (work performed by "volunteers" in compliance with said section). Lessee's attention is specifically directed to Labor Code Sections 1720 et seq. Copies of prevailing wage rates are on file at the City Clerk's office. The City shall not be responsible for the replacement of any major components of electrical, plumbing and mechanical equipment. City shall not maintain nor repair the building exterior shell including walls, roof, exterior doors and major structural members. Maintenance of the Carnegie shall be consistent with the standards of care provided to City buildings by the Facilities Maintenance Division and in accordance with the maintenance schedule attached as Exhibit D. At least quarterly, staff from the Facilities Maintenance Division and Fire Division shall accompany a representative of Lessee on a tour of the Carnegie and evaluate its condition using standard City forms used for this purpose attached as Exhibit E. Deficiencies noted shall be addressed by Lessee within one (1) month, with the exception of hazardous conditions, which shall be eliminated within 24 hours.

OK for Agenda

by Lessee. Lessee shall establish a reserve account to ensure the proper repair and maintenance of the facility. Said reserve account will comply with industry standards for similar size and quality in the County of Stanislaus."; and

WHEREAS, Paragraph 6(l) currently states: "City shall procure and maintain for the duration of this Agreement property insurance for the buildings and Lessee shall reimburse City for the cost of the property insurance."; and

NOW, THEREFORE, the parties hereto mutually agree to amend paragraph 5(j) and 6(i) of said Agreement as follows:

1. Paragraph 5(j) of the Agreement, entitled "Operation and Maintenance" is amended to read as follows:

"Lessee shall maintain all portions of the Carnegie in good and sanitary order. The Lessee shall furnish all necessary materials and supplies including replacement parts as may be necessary to keep the Carnegie in good operating order. Lessee's obligation to maintain include the obligation to service, maintain and repair all electrical equipment which may be installed in the building. *Lessee may request the maintenance of major components such as electrical, plumbing or mechanical equipment at the Carnegie be included in the City's maintenance agreements with the cost of said maintenance being reimbursed to the City.* Lessee shall repair any vandalism done to the interior or exterior of the Carnegie. To the extent any such work is subject to California Labor Code Sections 1720 et seq., Lessees shall pay prevailing wages for such work unless otherwise exempt under said Labor Code Sections including, but not limited to, Labor Code Section 1720.4 (work performed by "volunteers" in compliance with said section). Lessee's attention is specifically directed to Labor Code Sections 1720 et seq. Copies of prevailing wage rates are on file at the City Clerk's office. The City shall not be responsible for the replacement of any major components of electrical, plumbing and mechanical equipment. City shall not maintain nor repair the building exterior shell including walls, roof, exterior doors and major structural members. Maintenance of the Carnegie shall be consistent with the standards of care provided to City buildings by the Facilities Maintenance Division and in accordance with the maintenance schedule attached as Exhibit D. At least quarterly, staff from the Facilities Maintenance Division and Fire Division shall accompany a representative of Lessee on a tour of the Carnegie and evaluate its condition using standard City forms used for this purpose attached as Exhibit E. Deficiencies noted shall be addressed by Lessee within one (1) month, with the exception of hazardous conditions, which shall be eliminated within 24 hours by Lessee. Lessee shall establish a reserve account to ensure the proper repair and maintenance of the facility. Said reserve account will comply with industry standards for similar size and quality in the County of Stanislaus."

2. Paragraph 6(i) of the Agreement, entitled "Insurance Requirements" is amended to read as follows:

> "Insurance Requirements: For the duration of the Agreement, Lessee shall procure and maintain property insurance for the Carnegie building in accordance with City standards. Lessee shall name the City of Turlock as an Additional Insured and Loss Payee. The cost of such insurance shall be borne by Lessee. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract."

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK

By: _____
Gary R. Hampton, City Manager

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CARNEGIE ARTS CENTER FOUNDATION

By: _____
Lisa McDermott, Director

5K

City Council Synopsis
August 9, 2016

From: Michael I. Cooke, Municipal Services Director

Prepared by: Michael I. Cooke, Municipal Services Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and RMC Water and Environment for Regulatory and Environmental Permitting Support for the Turlock Component of the North Valley Regional Recycled Water Project, in an amount not to exceed $161,188, from account number 410-51-530.43340 "North Valley Regional Recycling Water Project"

2. DISCUSSION OF ISSUE:

The City of Turlock is a participating agency in the North Valley Regional Recycled Water Program, a collaborative partnership between the cities of Turlock, Modesto and Del Puerto Water District (DPWD). The purpose of the North Valley Project is to construct recycled water pipelines from the Turlock and Modesto wastewater treatment facilities to the Delta Mendota Canal where it will be used by DPWD for agricultural irrigation.

After more than four (4) years of concerted effort, the City is in the position to move ahead with the design and construction of its component of the project. Turlock's portion is a seven-mile pipeline from Turlock's wastewater outfall at the San Joaquin River to the Modesto wastewater treatment facility on Jennings Road.

In order for the project to proceed, a number of permits must be obtained from various regulatory agencies whose resources may be affected by the project, as follows:

- California Department of Fish and Wildlife Streambed Alteration Agreement
- Clean Water Act Section 404 Permit (US Army Corps of Engineers)
- Clean Water Act Section 401 Water Quality Certification (Regional Water Quality Control Board)
- California Endangered Species Act Incidental Take Permit for Swainson's Hawk

OK for Agenda

- Stanislaus County Encroachment Permit
- Turlock Irrigation District Encroachment Permit/Easement

RMC Water and Environment has been a consultant on the North Valley Project since its inception. With support from Horizon Water and Environment, RMC will provide regulatory permitting support and assistance to help the City obtain the remaining approvals that will allow for project construction.

It is anticipated that the City will engage a design engineer for the development of a construction contract package for construction by an independent contractor. RMC will complete the permitting and regulatory support in coordination with the City and its selected design consultant.

The City of Modesto has been using the same project team for its portion of the project and it has proven to be very successful, given their experience and history with the North Valley project. Further, RMC has been instrumental in the planning and feasibility phases of the North Valley Project; they also prepared the Environmental Impact Report / Statement for the project.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:
2. Municipal infrastructure is critical to retain and attract businesses.

Action Item:
3. Maximize the beneficial reuse of recycled water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
$161,188 from account number 410-51-530.43340 "North Valley Regional Recycling Water Project"

No impact to the General Fund.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the agreement with RMC Water and Environment. This alternative is not recommended as obtaining the necessary regulatory approvals is a prerequisite to constructing the project.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
RMC WATER AND ENVIRONMENT
for
North Valley Regional Recycled Water Project
Pipeline Permitting Support
CITY PROJECT NO. 16-096

THIS AGREEMENT is made this 9th day of August, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **RMC WATER and ENVIRONMENT**, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Pipeline Permitting Support with the North Valley Regional Recycled Water Project; and

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

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

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

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit B and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed one hundred sixty one thousand one hundred eighty eight and 00/100^{ths} Dollars ($161,188.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective August 10, 2016 and end December 31, 2017, subject to CITY's availability of funds.

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

7. INSURANCE: CONSULTANT shall not commence work or services under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against

claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless

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

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

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

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

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

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

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

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

Agreement.

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment

for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

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

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

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

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

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

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

for CONSULTANT: RMC WATER AND ENVIRONMENT
2175 NORTH CALIFORNIA BLVD STE 315
WALNUT CREEK CA 94596

PHONE: (925) 627-4100
FAX: (925) 627-4101

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL I. COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380
PHONE: (209) 668-5590 Ext. 4418
FAX: (209) 668-5695

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

Garner Reynolds
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5590 Ext. 4407
E-mail: greynolds@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: _____

RMC WATER AND ENVIRONMENT

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

SCOPE OF WORK

RMC, with support from Horizon Water and Environment, will provide permitting support and assistance to the City of Turlock (City) for the Turlock to Modesto leg of the North Valley Regional Recycled Water Program. The City will engage a design engineer for development of construction contract package for construction by an independent contractor. The work effort described below will be completed in coordination with the City and its selected design consultant.

Task 1 – Project Permits

RMC will provide permitting support and assistance to the City for the Turlock to Modesto leg of the North Valley Regional Recycled Water Program. The following subtasks describe the work to be completed.

1.01 California Department of Fish and Wildlife Streambed Alteration Agreement

A Streambed Alteration Agreement (SAA) with California Department of Fish and Wildlife (CDFW), pursuant to Fish and Game Code Section 1602, will be required for tunneling under the drainages along the pipeline alignment and potentially other modifications to drainages in the Project area. RMC, in coordination with Horizon, will prepare the following items for the SAA notification package:

- **Notification of Lake or Streambed Alteration (Form FG20023) Form.** This is the standard form for a Streambed Alteration Agreement.
- **Supplemental Information.** Supplemental information may be requested by the CDFW during initial consultation meetings or following the review of the application. Additional information will be provided to CDFW up to a level of effort as shown in the authorized budget.

RMC will prepare a draft of the above documents for review by the City. Based on the comments, a SAA notification package will be revised and submitted to the City for submission to CDFW. It is assumed that a SAA between the City and the CDFW will be drafted by CDFW. If CDFW requests additional information in order for the application to be considered complete, the SAA application package will be revised as requested by CDFW.

Assumptions:

- Permit applications will be submitted to CDFW by RMC on behalf of the City
- All permit fees will be paid by the City

Deliverables:

- Draft SAA notification City review (electronic submittal)
- SAA notification (4 printed copies, electronic files)

1.02 Clean Water Act Section 404 Permit

A Clean Water Act (CWA) Section 404 permit for temporary and permanent impacts to waters of the U.S has been prepared and submitted to the U.S. Army Corps of Engineers (USACE). RMC will coordinate with the USACE to obtain approval of the previously submitted application package.

Assumptions:

- Compliance with the CWA can be authorized under NWP 12, Utility Line Activities and/or other NWPs. An Individual Permit will not be required and A 404(b)(1) alternatives analysis will not be required. This task assumes that permitting will not require conducting substantial new resources analyses or development of new additional or significant deliverables.

Deliverables:

- Minor clarifications and information regarding previously submitted materials. No major deliverables are expected.

1.03 CESA Incidental Take Permit for Swainson's Hawk

Consistent with the Modesto to DMC leg of the NVRRWP, the City has elected to apply for an Incidental Take Permit (ITP) under Section 2081(b) of the Fish and Game Code for Swainson's Hawk. Acquiring an ITP for Swainson's Hawk could allow more flexibility for project construction in the vicinity of Swainson's Hawk nests, and protect the City from enforcement actions should take of a Swainson's Hawk nest occur. RMC, in coordination with Horizon, will perform the following activities and prepare the following items in support of the ITP application

- **Reconnaissance Surveys.** The Consultant will conduct two or three surveys for Swainson's Hawk during the 2016 breeding season (March-July), if the contract is authorized during the breeding period. Survey results will be used to support development of the ITP application and planning of project avoidance and minimization measures.
- **Protocol-level Surveys.** The RMC will oversee and manage protocol surveys for Swainson's Hawk during the 2017 breeding season (March-July). The surveys will be conducted in accordance with the Swainson's hawk Technical Advisory Committee's *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley*. A minimum of 6 surveys shall be conducted within a 0.5 mile radius of the project site. Survey results will be used to further support development of the ITP application and planning of project avoidance and minimization measures.
- **Section 2081 Application.** RMC will prepare and complete the 2081 ITP application.
- **Supplemental Information.** RMC will provide supplemental information to the CDFW as requested (up to the level of effort as described in this scope/budget).

Assumptions:

- Up to 2 meetings with CDFW and the City
- All permit fees will be paid by the City

Deliverables:

- Draft CESA ITP application for review (electronic submittal)
- Final CESA ITP application for submission to CDFW by City (4 printed copies, electronic files)
- Meeting preparation materials, agenda and summaries
- Email summaries of calls with CDFW.

1.04 Section 401 Water Quality Certification

A section 401 Water Quality Certification application has been previously prepared and submitted to the Central Valley Regional Water Quality Control Board for approval. Approval is contingent on at least

completion and submittal of a SAA (See Task 1.01). RMC will coordinate with the Central Valley Regional Water Quality Control Board to obtain permit approval. Clean Water Act, Section 401 Water Quality Certification.

Assumptions:

- This task assumes that permitting will not require conducting substantial new resources analyses or development of new additional or significant deliverables.

Deliverables:

- Minor clarifications and information regarding previously submitted materials. No major deliverables are expected.

Task 2 - Permit Coordination

RMC will coordinate with regulatory agencies to track progress on project approvals and permits. The tracking and coordination process may include the following activities, supported to a level of effort as shown in the attached level of effort estimate:

- Provide design updates to the regulatory team
- Coordinate comments on applications and reports
- Answer or clarify agency informational type questions (within level of effort associated with assigned project budget)
- Participate in meetings/site tours with agency representatives

Task 3 – Stanislaus County Encroachment Permit

RMC will coordinate with Stanislaus County to determine the roadway restoration terms necessary to provide the basis of the encroachment permit. Once the roadway restoration terms are negotiated, the required encroachment permit will be the responsibility of the construction contractor to apply for and obtain.

Assumptions:

- Up to 2 meetings with Stanislaus County
- Up to 4 conference calls and email communication with Stanislaus County to discuss permit applications.

Deliverables:

- Meeting preparation materials, agenda and summaries
- Email summaries of calls with the Stanislaus County

Task 4 – Turlock Irrigation District Encroachment Permit/Easement

RMC will provide coordinate with Turlock Irrigation District to obtain the necessary encroachment permit and/or easements for construction of the proposed pipeline within Turlock Irrigation District Rights of Ways. If needed, preliminary title reports and plats and legal descriptions will be the responsibility O'Dell Engineering under the separate RMC agreement with Del Puerto Water District (Task 6.1).

Assumptions:

- Up to 2 meetings with Turlock Irrigation District
- Any required title reports, plats and legal descriptions will be prepared by O'Dell Engineering under the Program Contract
- Appraisals are not anticipated to be required. However, if needed, any appraisals will be coordinated by the City and are not included in this scope or fee

Deliverables:

- Meeting preparation materials, agenda and summaries
- Email summaries of calls with the Stanislaus County.

Task 5 – Project Management

RMC will provide overall management of the effort described in this scope of work, including monthly progress reporting relative to schedule and budget and coordination with the City thru periodic conference calls. In addition, RMC will provide Quality Control thru review of all work products prior to submission to the City and/or any permitting agencies.

RMC water and environment

Fee Estimate

City of Turlock

North Valley Regional Recycled Water Program, Turlock Pipeline Permitting Support

Tasks	Labor								Outside Services			ODCs		Total
	Lyndel Melton	Carrie Dal Bocco	Robin Cort	EPS 2 (Multiple)	Drafter	Admin	Total Hours	Total Labor Cost (1)	Sub	Subtotal	Sub Consultant Total Cost (2)	ODCs	Total ODCs (2)	Total Fee
	Project Manager	Project Engineer	Permitting Support	Staff Engineer	CAD	Support			Horizon Water & Env.					
	$308	$230	$282	$166	$147	$120								
Task 1: Project Permits														
1.01 California Department of Fish & Wildlife Streambed Alteration Agreement	2	6	4				12	$3,124	$7,270	$7,270	$7,270	$100	$100	$10,494
1.03 Clean Water Act Section 404 Permit	2	24	8	40		8	82	$15,992		$0	$0	$100	$110	$16,102
1.03 CESA Incidental Take Permit for Swainson's Hawk	2	24	4				30	$7,264	$41,320	$41,320	$45,452	$100	$110	$52,826
1.04 Section 401 Water Quality Certification	2	4	8	40		8	62	$11,392		$0	$0	$100	$110	$11,502
Subtotal Task 1:	8	58	24	80	0	16	186	$37,772	$48,590	$0	$52,722	$400	$430	$90,924
Task 2: Permit Coordination														
2.01 Permit Coordination	8	20					28	$7,064	$15,015	$15,015	$16,517	$100	$110	$23,691
Subtotal Task 2:	8	20	0	0	0	0	28	$7,064	$15,015	$15,015	$16,517	$100	$110	$23,691
Task 3: Stanislaus County Encroachment Permit														
3.1 Stanislaus County Encroachment Permit	4	8		16	8	4	40	$7,384		$0	$0		$0	$7,384
Subtotal Task 4A:	4	8	0	16	8	4	40	$7,384	$0	$0	$0	$0	$0	$7,384
Task 4: Turlock Irrigation District Encroachment Permit/Easement														
4.1 Turlock Irrigation District Encroachment Permit/Easement	4	16		24	8	4	56	$10,552		$0	$0	$150	$165	$10,717
Subtotal Task 4B:	4	16	0	24	8	4	56	$10,552	$0	$0	$0	$150	$165	$10,717
Task 5: Project Management														
5.1 Project Management	6	12	8			4	30	$7,344	$5,785	$5,785	$6,364		$0	$13,708
TOTAL	30	144	32	120	16	28	370	$70,115	$69,390	$20,800	$76,303	$750	$815	$146,584

1. The individual hourly rates include salary, overhead and profit.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
3. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

SCOPE OF WORK

RMC, with support from Horizon Water and Environment, will provide permitting support and assistance to the City of Turlock (City) for the Turlock to Modesto leg of the North Valley Regional Recycled Water Program. The City will engage a design engineer for development of construction contract package for construction by an independent contractor. The work effort described below will be completed in coordination with the City and its selected design consultant.

Task 1 – Project Permits

RMC will provide permitting support and assistance to the City for the Turlock to Modesto leg of the North Valley Regional Recycled Water Program. The following subtasks describe the work to be completed.

1.01 California Department of Fish and Wildlife Streambed Alteration Agreement

A Streambed Alteration Agreement (SAA) with California Department of Fish and Wildlife (CDFW), pursuant to Fish and Game Code Section 1602, will be required for tunneling under the drainages along the pipeline alignment and potentially other modifications to drainages in the Project area. RMC, in coordination with Horizon, will prepare the following items for the SAA notification package:

- **Notification of Lake or Streambed Alteration (Form FG20023) Form.** This is the standard form for a Streambed Alteration Agreement.
- **Supplemental Information.** Supplemental information may be requested by the CDFW during initial consultation meetings or following the review of the application. Additional information will be provided to CDFW up to a level of effort as shown in the authorized budget.

RMC will prepare a draft of the above documents for review by the City. Based on the comments, a SAA notification package will be revised and submitted to the City for submission to CDFW. It is assumed that a SAA between the City and the CDFW will be drafted by CDFW. If CDFW requests additional information in order for the application to be considered complete, the SAA application package will be revised as requested by CDFW.

Assumptions:

- Permit applications will be submitted to CDFW by RMC on behalf of the City
- All permit fees will be paid by the City

Deliverables:

- Draft SAA notification City review (electronic submittal)
- SAA notification (4 printed copies, electronic files)

1.02 Clean Water Act Section 404 Permit

A Clean Water Act (CWA) Section 404 permit for temporary and permanent impacts to waters of the U.S has been prepared and submitted to the U.S. Army Corps of Engineers (USACE). RMC will coordinate with the USACE to obtain approval of the previously submitted application package.

Assumptions:

- Compliance with the CWA can be authorized under NWP 12, Utility Line Activities and/or other NWPs. An Individual Permit will not be required and A 404(b)(1) alternatives analysis will not be required. This task assumes that permitting will not require conducting substantial new resources analyses or development of new additional or significant deliverables.

Deliverables:

- Minor clarifications and information regarding previously submitted materials. No major deliverables are expected.

1.03 CESA Incidental Take Permit for Swainson's Hawk

Consistent with the Modesto to DMC leg of the NVRRWP, the City has elected to apply for an Incidental Take Permit (ITP) under Section 2081(b) of the Fish and Game Code for Swainson's Hawk. Acquiring an ITP for Swainson's Hawk could allow more flexibility for project construction in the vicinity of Swainson's Hawk nests, and protect the City from enforcement actions should take of a Swainson's Hawk nest occur. RMC, in coordination with Horizon, will perform the following activities and prepare the following items in support of the ITP application

- **Reconnaissance Surveys.** The Consultant will conduct two or three surveys for Swainson's Hawk during the 2016 breeding season (March-July), if the contract is authorized during the breeding period. Survey results will be used to support development of the ITP application and planning of project avoidance and minimization measures.
- **Protocol-level Surveys.** The RMC will oversee and manage protocol surveys for Swainson's Hawk during the 2017 breeding season (March-July). The surveys will be conducted in accordance with the Swainson's hawk Technical Advisory Committee's *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley*. A minimum of 6 surveys shall be conducted within a 0.5 mile radius of the project site. Survey results will be used to further support development of the ITP application and planning of project avoidance and minimization measures.
- **Section 2081 Application.** RMC will prepare and complete the 2081 ITP application.
- **Supplemental Information.** RMC will provide supplemental information to the CDFW as requested (up to the level of effort as described in this scope/budget).

Assumptions:

- Up to 2 meetings with CDFW and the City
- All permit fees will be paid by the City

Deliverables:

- Draft CESA ITP application for review (electronic submittal)
- Final CESA ITP application for submission to CDFW by City (4 printed copies, electronic files)
- Meeting preparation materials, agenda and summaries
- Email summaries of calls with CDFW.

1.04 Section 401 Water Quality Certification

A section 401 Water Quality Certification application has been previously prepared and submitted to the Central Valley Regional Water Quality Control Board for approval. Approval is contingent on at least

completion and submittal of a SAA (See Task 1.01). RMC will coordinate with the Central Valley Regional Water Quality Control Board to obtain permit approval. Clean Water Act, Section 401 Water Quality Certification.

Assumptions:

- This task assumes that permitting will not require conducting substantial new resources analyses or development of new additional or significant deliverables.

Deliverables:

- Minor clarifications and information regarding previously submitted materials. No major deliverables are expected.

Task 2 - Permit Coordination

RMC will coordinate with regulatory agencies to track progress on project approvals and permits. The tracking and coordination process may include the following activities, supported to a level of effort as shown in the attached level of effort estimate:

- Provide design updates to the regulatory team
- Coordinate comments on applications and reports
- Answer or clarify agency informational type questions (within level of effort associated with assigned project budget)
- Participate in meetings/site tours with agency representatives

Task 3 – Stanislaus County Encroachment Permit

RMC will coordinate with Stanislaus County to determine the roadway restoration terms necessary to provide the basis of the encroachment permit. Once the roadway restoration terms are negotiated, the required encroachment permit will be the responsibility of the construction contractor to apply for and obtain.

Assumptions:

- Up to 2 meetings with Stanislaus County
- Up to 4 conference calls and email communication with Stanislaus County to discuss permit applications.

Deliverables:

- Meeting preparation materials, agenda and summaries
- Email summaries of calls with the Stanislaus County

Task 4 – Turlock Irrigation District Encroachment Permit/Easement

RMC will provide coordinate with Turlock Irrigation District to obtain the necessary encroachment permit and/or easements for construction of the proposed pipeline within Turlock Irrigation District Rights of Ways. If needed, preliminary title reports and plats and legal descriptions will be the responsibility O'Dell Engineering under the separate RMC agreement with Del Puerto Water District (Task 6.1).

Assumptions:

- Up to 2 meetings with Turlock Irrigation District
- Any required title reports, plats and legal descriptions will be prepared by O'Dell Engineering under the Program Contract
- Appraisals are not anticipated to be required. However, if needed, any appraisals will be coordinated by the City and are not included in this scope or fee

Deliverables:

- Meeting preparation materials, agenda and summaries
- Email summaries of calls with the Stanislaus County.

Task 5 – Project Management

RMC will provide overall management of the effort described in this scope of work, including monthly progress reporting relative to schedule and budget and coordination with the City thru periodic conference calls. In addition, RMC will provide Quality Control thru review of all work products prior to submission to the City and/or any permitting agencies.

EXHIBIT B

RMC water and environment

Fee Estimate

City of Turlock

North Valley Regional Recycled Water Program, Turlock Pipeline Permitting Support

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3. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

5L

City Council Synopsis
August 9, 2016

From: Michael I. Cooke, Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds of $19,650 from Fiscal Year 2015-16 to account number 410-51-534.44102 "Telemetry Equipment" from Fund 410 "Water Quality Control" reserve balance and $19,650 from Fiscal Year 2015-16 to account number 420-52-551.43430 "Telemetry Upgrades" from Fund 420 "Water Enterprise" reserve balance for the purchase of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, California

2. DISCUSSION OF ISSUE:

On December 8, 2015, the Turlock City Council approved the purchase of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, CA, in the amount of $39,300. Staff anticipates delivery by the end of July, 2016.

The servers are used for the operation of the City's Supervisory Control and Data Acquisition (SCADA) system. SCADA is used to operate and monitor all of the City's municipal utilities, including wastewater treatment, wastewater collection, stormwater conveyance, and water distribution.

3. BASIS FOR RECOMMENDATION:

A purchase order was created after Council's approval. However, due to a lengthy build process, the two (2) servers have not yet been received by the Turlock Regional Water Quality Control Facility. Anticipated delivery/receipt is the end of July, 2016. Staff is requesting the unspent funds be re-appropriated in Fiscal Year 2016-17.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

OK for Agenda

General Principles:
4. Create an "efficient" and effective organization

Action Item:
5. Plan, review and update the Capital Improvement Plan (CIP) and the Equipment Replacement Plan

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

$39,300

Budget Amendment

Re-appropriate funds from Fiscal Year 2015-16 as follows:

410-51-534.44102 (Telemetry Equipment) - $19,650
420-52-551.43430 (Telemetry Upgrades) - $19,650

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the re-appropriation. Staff does not recommend this alternative as the operation of Municipal Services will be compromised.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING UNSPENT FUNDS OF $19,650 FROM FISCAL YEAR 2015-16 TO ACCOUNT NUMBER 410-51-534.44102 "TELEMETRY EQUIPMENT" FROM FUND 410 "WATER QUALITY CONTROL" RESERVE BALANCE AND $19,650 FROM FISCAL YEAR 2015-16 TO ACCOUNT NUMBER 420-52-551.43430 "TELEMETRY UPGRADES" FROM FUND 420 "WATER ENTERPRISE" RESERVE BALANCE FOR THE PURCHASE OF TWO (2) CONFIGURED HP ITANIUM RX2800 COMPUTER SERVERS FROM HSQ TECHNOLOGY OF HAYWARD, CALIFORNIA	**RESOLUTION NO. 2016-**

WHEREAS, on December 8, 2015, Turlock City Council approved the purchase of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, CA, in the amount of $39,300; and

WHEREAS, a purchase order was created after the purchase approval; and

WHEREAS, due to a lengthy build process, the two (2) servers have not yet been received by the Turlock Regional Water Quality Control Facility; and

WHEREAS, the funding to purchase the servers was included in the Fiscal Year 2015-16 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate $19,650 of unspent funds from Fiscal Year 2015-16 to account number 410-51-534.44102 "Telemetry Equipment" from Fund 410 "Water Quality Control" reserve balance and $19,650 from Fiscal Year 2015-16 to account number 420-52-551.43430 "Telemetry Upgrades" from Fund 420 "Water Enterprise" reserve balance for the purchase of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

5M

City Council Synopsis
August 9, 2016

From: Michael I. Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Municipal Financial Services for the preparation of a Water Fund Cash Flow Evaluation, in an amount not to exceed $14,880, from account number 420-52-550-43320 "Special Services/Projects"

2. DISCUSSION OF ISSUE:

On March 25, 2014, the City Council adopted a series of five (5) annual water rate increases over four (4) years based on a water rate study. The study provided an analysis of the rates necessary for both a groundwater only scenario and a groundwater/surface water scenario. The City Council chose to implement the groundwater only scenario as the likelihood of a surface water supply was uncertain at that time. In addition, the City Council directed staff to provide an annual review of revenues and expenses in the water fund to help evaluate the series of proposed rate increases.

Furthermore, since the adoption of the water rate increases, Turlock Irrigation District and Stanislaus Regional Water Authority (SRWA) (of which the City of Turlock is a member agency) approved a water sales agreement. This was the first major milestone in obtaining a surface water supply for the City. The SRWA is currently working on the planning, construction and funding of the facilities to deliver surface water to the member agencies. As a result, it is important to look at the future revenues required for these facilities.

The purpose of the water fund cash flow evaluation is to ensure future revenues are sufficient in relation to the projected expenditures in the Water Enterprise Fund. Expenditures include ongoing operations and maintenance costs, future capital costs related to improving water quality and water supply, and existing debt service obligations.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

A. The City Council requested an annual review of the Water Enterprise Fund as part of the implementation of a series of water rate increases.

B. To ensure that water rates are adequate to provide a reliable, sustainable high quality water supply for the future prosperity of the City.

C. Municipal Financial Services has extensive experience in preparing water rate fee studies.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

2. Municipal infrastructure is critical to retain and attract businesses

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

Action Item:

1. Expand drinking water supply and improve drinking water quality.

2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

$14,880 to account number 420-52-550-43320 "Special Services/Projects"

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not hire a consultant for this work and perform the rate study in house. This alternative is not recommended as this is specialized work. It is recommended that a professional financial services consultant, with experience in this field, be retained to complete this work.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
MUNICIPAL FINANCIAL SERVICES
for
WATER FUND CASH FLOW EVALUATION
CITY PROJECT NO. 16-099

THIS AGREEMENT is made this 9th day of August, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MUNICIPAL FINANCIAL SERVICES**, a Corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for evaluating the water fund cash flow; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed fourteen thousand, eight hundred eighty and 00/100^{ths} Dollars ($14,880.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective August 10, 2016 and end January 15, 2017, subject to CITY's availability of funds.

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

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

representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the

work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for CONSULTANT: **Municipal Financial Services**
Attn: Tom Pavletic
2960 Valley Basin Ave.
Henderson, NV 89052
PHONE: (510) 439-6264

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

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

Garner Reynolds
Municipal Services Department
156 S. Broadway, Suite 270

Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: greynolds@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: _____

By: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Municipal Financial Services, consultant

By: _____

Title: _____

Print name: Tom Pavletic

Date: _____

2960 Valley Basin Avenue
Henderson, NV 89052
(510) 439-6264

MUNICIPAL FINANCIAL SERVICES

EXHIBIT A

July 5, 2016

Mr. Michael Cooke
City of Turlock
Municipal Services Department
156 South Broadway, Suite 270
Turlock, CA 95380

Subject: Proposal to Evaluate Water Fund Cash Flow

Dear Mr. Cooke:

Municipal Financial Services (MFS) is pleased to submit a proposal to work with the City of Turlock (City) to evaluate water fund cash flow. This proposal documents our scope of work, estimated time to complete the project and hourly rates.

Scope of Work

The scope of work for the study would include the following work items:

- Task 1 – Evaluate Water Use Data
- Task 2 – Evaluate Groundwater Supply Cash Flow Alternative
- Task 3 – Evaluate Surface Water Supply Cash Flow Alternative
- Task 4 – Prepare Draft and Final Reports
- Task 5 – Prepare Presentations/Attend Meetings and Hearings

Each task is described more fully in the paragraphs below.

Task 1 – Evaluate Water Use Data. We will evaluate water use using data from the City's utility billing system and from summary reports to state water agencies. We will update projections of water use and compare the updated projections to those used as the basis for adopted rates.

Task 2 – Evaluate Groundwater Supply Cash Flow Alternative. We will work with City staff to develop and evaluate various cash flow scenarios for this alternative. The scenarios will evaluate changes to the following parameters:

- Water use by each customer class and the impacts of water conservation;
- Amounts and timing of operating expenditures including additional expenditures for new facilities;
- Amounts and timing of capital expenditures for rehabilitation/replacement or for new facilities; and
- Amount and timing of rate increases.

The new scenarios will include as a benchmark the cash flow parameters that were the basis for this alternative shown in the January 2014 Rate Study.

Task 3 – Evaluate Surface Water Supply Cash Flow Alternative. We will work with City staff to develop and evaluate various cash flow scenarios for this alternative. The scenarios will evaluate changes to the following parameters:

- Water use by each customer class and the impacts of water conservation;
- Amounts and timing of operating expenditures including additional expenditures for new facilities;
- Amounts and timing of capital expenditures for rehabilitation/replacement or for new facilities;
- Capital expenditure funding sources such as low-interest loans, market rate debt, and grants; and
- Amount and timing of rate increases.

The new scenarios will include as a benchmark the cash flow parameters that were the basis for this alternative shown in the January 2014 Rate Study.

Task 4 – Prepare Draft and Final Reports. We will prepare an electronic version of a draft report and submit it to City staff for review and comment. Based on a consolidated set of comments from the City, we will revise the draft report and prepare a final version. We will submit a final report in electronic and hard copy format. We will submit five bound copies of the final report.

Task 5 - Prepare Presentations/Attend Meetings. We will attend up to three (3) meetings at City Hall for presentation of findings and recommendations. We will prepare presentations as requested by the City. We will conduct all other meetings using "go to meeting" technology.

Deliverables

Work products (deliverables) included in this proposal are:

- Draft and final reports (including 5 bound copies of the final report).
- Electronic copy of the draft and final reports and the Excel spreadsheet used to develop tables and figures for the reports.
- Up to three (3) meetings at City Hall for presentation of findings and recommendations.

Budget

The proposed budget to perform the scope of work is shown in the table below. Travel expenses and all other expenditures are included in the hourly labor rates. Only actual labor hours will be charged. Labor hours not used will not be invoiced. Labor hours for each task are fungible among tasks up to the total hours shown for the entire scope of work.

Task	Pavletic	Winer	Total Hours	Hourly Rate	Cost
Task 1 - Evaluate Water Use Data	16	2	18	$120	$2,160
Task 2 - Evaluate Groundwater Supply Cash Flow Alternative	30	2	32	$120	$3,840
Task 3 - Evaluate Surface Water Supply Cash Flow Alternative	30	2	32	$120	$3,840
Task 4 - Prepare Draft and Final Reports	24	2	26	$120	$3,120
Task 5 - Prepare Presentations/Attend Meetings (three total)	16	0	16	$120	$1,920
Total Costs and Hours	116	8	124		$14,880
% of Total Hours	94%	6%			

Schedule

We can begin work immediately after receiving written authorization to proceed. We will perform the work on a schedule that meets the City's objective to complete the project within time to evaluate the need for rate increases scheduled for January 1, 2017.

Thank you for the opportunity to propose on this work. If you have any questions, please call me at (510) 439-6264 (cell).

Very truly yours,

MUNICIPAL FINANCIAL SERVICES

Tommy Pavletic

5N

City Council Synopsis
August 9, 2016

From: Robert A. Talloni, Fire Chief

Prepared by: Gary Carlson, Fire Operations Chief

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds of $187,345 from Fiscal year 2015-16 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance for the purchase of two (2) fire engines and various after-market products associated with the purchase of two (2) fire command vehicles

2. DISCUSSION OF ISSUE:

In Fiscal Year (FY) 2015-16, the City Council approved the purchase of two (2) fire engines from the Rosenbauer Corporation. Per the purchase contract, the City has paid 90% of the total cost. The remaining 10%, or $107,659, is due upon receipt of the engines. The Fire Department anticipates taking delivery later this fall. Staff is requesting to re-appropriate unspent funds of $107,659 from FY 2015-16 to FY 2016-17 to cover the remaining cost of this purchase.

In addition, in Fiscal Year (FY) 2015-16 the City Council approved the purchase of two (2) fire command vehicles. A portion of the money for these vehicles has already been budgeted in FY 2016-17. The Fire Department anticipates taking delivery later this fall. Staff is requesting to re-appropriate unspent funds from FY 2015-16 of $79,686 for the after-market products associated with these vehicles such as emergency lights and radios.

3. BASIS FOR RECOMMENDATION:

Several purchase orders were created after the City Council approved the purchase of the two (2) fire engines and the two (2) fire command vehicles. Since delivery will occur after June 30, 2016, or the close of FY 2015-16, staff is requesting the funds be re-appropriated in FY 2016-17.

OK for Agenda
GRH

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

2. Create an effective strategy to address debt payments and unfunded liabilities.

Action Item:

3. Track, report on and propose appropriate budget amendments.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - $187,345

Budget Amendment: Re-appropriating unspent funds of $187,345 from Fiscal Year 2015-16 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance for the purchase of two (2) fire engines and various after-market products associated with the purchase of two (2) fire command vehicles.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve this appropriation. Staff does not recommend this alternative, as the City Council has already approved these purchases.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING UNSPENT FUNDS OF $187,345 FROM FISCAL YEAR 2015-16 TO ACCOUNT NUMBER 506-00-000-304.51020 "EQUIPMENT REPLACEMENT" FROM FUND 506 "VEHICLE/ EQUIPMENT REPLACEMENT-FIRE SERVICES" RESERVE BALANCE FOR THE PURCHASE OF TWO (2) FIRE ENGINES AND VARIOUS AFTER-MARKET PRODUCTS ASSOCIATED WITH THE PURCHASE OF TWO (2) FIRE COMMAND VEHICLES	**RESOLUTION NO. 2016-**

WHEREAS, in Fiscal Year 2015-16, the City Council approved the purchase of two (2) fire engines from the Rosenbauer Corporation; and

WHEREAS, the City has paid 90% of the total cost of the fire engines, with a remaining balance of 10% ($107,659) due upon receipt of the engines; and

WHEREAS, in Fiscal Year 2015-16, the City Council also approved the purchase of two (2) fire command vehicles which require installation of after-market products in order to put the equipment into service; and

WHEREAS, the Fire Department anticipates delivery of the fire engines and the fire command vehicles in fall 2016; therefore, re-appropriation of unspent funds of $187,345 is necessary to cover the remaining expenses associated with each purchase; and

WHEREAS, the sum of $187,345 was previously approved as part of the City Council's action for the purchase of this equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate unspent funds of $187,345 from Fiscal Year 2015-16 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance for the purchase of two (2) fire engines and various after-market products associated with the purchase of two (2) fire command vehicles.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

50

City Council Synopsis
August 9, 2016

From: Robert Jackson, Chief of Police

Prepared by: Miguel Pacheco, Police Lieutenant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding between the City of Turlock and the Sacramento County Sheriff's Department for the Sacramento Valley Hi-Tech Crimes Task Force, outlining the mission and procedures of the Sacramento Valley Hi-Tech Crimes Task Force, and authorizing the Mayor, City Manager or designee to sign the agreement

2. DISCUSSION OF ISSUE:

The Turlock Police Department has been a member of the Sacramento Valley Hi-Tech Crimes Task Force (Task Force) since 2014. The mission of the Task Force is to remove high technology, intellectual property, and identity theft criminals from our community. Through joint cooperation and coordination, the Task Force will seek out, arrest and prosecute those individuals who commit various forms of high technology, intellectual property and identity theft crimes.

The High Technology Theft Apprehension and Prosecution Program partially funds the Task Force. The Sacramento County Sheriff's Department is the coordinator of the program and will coordinate all efforts between allied agencies who are members of the Task Force. The Task Force will also provide resources including education and training for the allied member agencies and provide educational information for business community.

This memorandum is set to expire on June 30, 2020.

3. BASIS FOR RECOMMENDATION:

The Turlock Municipal Code requires City Council approve all agreements.

OK for Agenda

Policy Goal and Implementation Plan Initiative:

Policy Goal # 3 Public Safety

General Principles:

4. Partnerships with the community are integral to the success of the public safety mission.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decline the Agreement, however, staff does not recommend this as an alternative due to the fact that the means in which technology based crimes are committed evolve continuously and maintaining a partnership in the Sacramento Valley Hi-Tech Crimes Task Force will allow the Turlock Police Department to garner investigative assistance in investigating these crimes while maintaining the expertise necessary to resolve these criminal violations.

MEMORANDUM OF UNDERSTANDING FOR THE HIGH TECHNOLOGY THEFT APPREHENSION AND PROSECUTION PROGRAM SACRAMENTO VALLEY HI-TECH CRIMES TASK FORCE

I. PARTIES

The Sacramento Valley Hi-Tech Crimes Task Force is a partially funded through the High Technology Theft Apprehension and Prosecution Program.

This Memorandum of Understanding is entered into by and between the City of Turlock and the Sacramento County Sheriff's Department.

Nothing in this Memorandum of Understanding should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating parties.

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to outline the mission and procedures of the Sacramento Valley Hi-Tech Crimes Task Force (hereinafter referred to as "Task Force"), and to formalize relationships between the participating parties.

III. MISSION

The High Technology Crime Program is designed to remove high technology, intellectual property, and identity theft criminals from our community. The program is created on the premise that the ability of law enforcement to properly investigate and prosecute high technology-related and identity theft crimes will have far reaching effects on a wide variety of criminal activities, including computer component theft, gray marketing of technology, narcotic trafficking, gambling, Internet-related crimes, telecommunication fraud, intellectual property theft, and identity theft. The mission of the Task Force will be to arrest and successfully prosecute individuals engaged in these criminal pursuits to create a safer community for the overall Sacramento region. To that end, the participating agencies agree on this MOU and execute this document concerning the formation of the Task Force. The participating agencies jointly and separately agree to abide by the terms and provisions of this MOU throughout the duration of the joint operation.

IV. GOALS

The High Technology Crime Program will:

1) identify, investigate, arrest, and assist in the prosecution of individuals who commit various forms of high technology, intellectual property, and identity theft crimes;
2) similarly target those individuals who are suspected of being currently engaged in high technology, intellectual property, and identity theft criminal activity or who demonstrate (i.e., gang or organized crime association) a propensity to do so;
3) surveil those suspected of having committed a high technology, intellectual property, or identity theft crime or series of crimes to establish probable cause to arrest them;
4) maintain communications with the participating agencies and other divisions of the Sacramento County Sheriff's Department to realize maximum effective use of the Task

OK for Agenda

Force's resources and minimize the chances of damage or interference with any other program;
5) coordinate these efforts with allied agencies who request assistance while working toward similar targets or goals;
6) provide education to the public, business representatives, and law enforcement officers relative to current criminal trends and prevention techniques; and
7) provide additional education to law enforcement officers relative to investigative techniques.

V. PROCEDURES

The Sacramento County Sheriff's Department will assign a lieutenant to administer the program, and assign a sergeant to provide immediate supervision. The Task Force will include personnel from local, state, and federal agencies who have expressed a desire to participate as members of the unit. The manpower of the Task Force will fluctuate according to the number of persons each agency is able to provide. The Task Force will work closely with prosecutors representing the participating agencies.

Targets of the program will include those individuals who are candidates for vertical prosecution at either the state or federal level.

Targets will be selected by:

1) screening and identifying leaders of organized groups,
2) screening of wanted subjects,
3) identification of individuals by law enforcement agencies, the high technology industry, the insurance industry, and financial businesses, and
4) analysis and other methodology.

VI. COMPOSITION OF THE TASK FORCE

The Task Force will initially consist of sworn law enforcement officers/agents or prosecutors from each participating agency. Each agency agrees to provide at least one officer/agent or prosecutor to represent their agency on the Task Force. It is understood that other agencies who subsequently join the Task Force may participate on a full-time or part-time basis. Names and contact information for allied agencies participating on the Task Force will be kept on file at the Task Force office.

VII. POLICY AND DIRECTION

The policy and direction of the Task Force will be consistent with and governed by the Mission, Goals, and Procedures statements of this document. Direction of field investigative personnel will be administered by the Sacramento County Sheriff's Department and shall not be outside the scope of the policies and procedures of the participating agencies.

VIII. CONFIDENTIAL INFORMATION

It is understood that any confidential information relating to investigations or proprietary business systems, processes, or information will only be shared with participating Task Force members or other law enforcement agencies having a "need to know."

IX. LOCATION

The Task Force will operate from physical space leased by the Sacramento County Sheriff's Department. The Sacramento County Sheriff's Department agrees to provide office space, equipment and supplies necessary to carry out the administrative operation of the Task Force.

X. PROGRAM COORDINATOR

Program coordination will be administered by a lieutenant assigned to the Hi-Tech Crimes Bureau of the Sacramento County Sheriff's Department.

XI. SUPERVISION

Supervision of the sworn personnel assigned to the Task Force will be the responsibility of a sergeant assigned to the Hi-Tech Crimes Bureau of the Sacramento County Sheriff's Department. The sergeant will determine the assignment of activities, will review all reports, and will reserve the authority to approve or deny requests for overtime.

XII. RESOURCES

A. Support

Each participating agency agrees to make available its resources in support of this program.

B. Vehicles

Each agency will supply vehicles for its participating personnel. The Sacramento Sheriff's Department will provide parking space.

C. Communication Equipment

The Sacramento Police Department and Sacramento County Sheriff's Department agree to provide the Task Force with radios with both SSD and SPD frequencies. Each participating agency will supply their personnel with their agency's radios, pagers and cellular phones, if available.

D. Safety Equipment

Each participating agency will ensure that any representative assigned to the Task Force has all necessary safety equipment including, but not limited to, a ballistic protective vest, a handgun, handcuffs, etc.

XIII. EVIDENCE/SEIZURE FORFEITURE

All seized evidence will be handled in a manner consistent with the Sacramento Sheriff's Department policy. Any evidence seized by the Sacrament Valley Hi-Tech Crimes Task Force which is not returned to an identified victim will be directed back to the High Technology Theft Apprehension and Prosecution Program Task Force. Once the evidence has cleared all judicial and administrative forfeiture proceedings, they are considered "Project Revenue" and must be used in support of the goals and objectives of the grant.

XIV. PERSONNEL AND ADMINISTRATIVE MATTERS

A. Shooting Investigations

In the event of a shooting incident, it is agreed that the department in whose jurisdiction the shooting occurred will conduct the primary shooting investigation. The affected agencies may also conduct their own parallel investigations regarding the shooting according to their own policies and guidelines.

B. Statistical Reporting

All agencies operating under this MOU agree to submit statistical information on cases investigated, forensic examinations completed, technical assistance provided, training attended, training provided, and case convictions to the Task Force on a monthly basis. All statistical reports for the month will be due to the Task Force no later than five days after the following month. For example, statistical reports for the month of January will be due to the Task Force no later than February 5th.

C. Records and Reports

All Task Force investigative records will be maintained at the Sacramento County Sheriff's Department. Agency representatives are expected to forward copies of their reports to their agencies. All investigative information will be available to each of the participating law enforcement agencies.

D. Prosecution

When necessary, case-by-case analysis will be performed on each potential prosecution (with conferral with the U.S. Attorney's office and the applicable District Attorney's Office) to determine whether the case will be prosecuted at the state or federal level. The criteria for the decision will be based upon which court system would be of greatest benefit to the overall objective of the Task Force and upon the guidelines and policies of the prosecutorial agencies.

E. Media Relations

In cases of significant public interest, joint press releases may be made. Information regarding routine apprehensions may be furnished to the press by the lead agency and each agency's Press Information Officer will be notified. An annual report summarizing Task Force activities will be provided to each participating agency. All participating federal agencies will coordinate all press releases with the U.S. Attorney's Office.

XV. LIABILITY

Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, employees, or volunteers in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate or willful acts of any agency, or any of its agents, officers, or employees in its, or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

The responsibilities in this section shall survive the termination or expiration of the MOU.

XVI. NON-WAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

XVII. MODIFICATION

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized parties hereof.

XVIII. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

XIX. CAPTIONS

The headings or captions to the Articles of this MOU are not a part of the MOU and shall have no effect upon the construction or interpretation of any part thereof.

XX. SEVERABILITY

If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

XXI. AMBIGUITIES

The parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against any other party.

XXII. GOVERNING LAW

The interpretation and enforcement of the MOU shall be governed by the laws of the State of California, and where applicable, by federal law. The parties agree to submit any disputes arising under the MOU to a court of competent jurisdiction located in Sacramento, California.

XXIII. TERMS OF AGREEMENT

It is agreed that this Memorandum of Understanding will be in force from last date of signing listed below, through June 30, 2020.

XXIV. INTEGRATION

This MOU embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties with the exception of contracts assigned pursuant to the issuance of high technology grant funds.

Nothing in this MOU constitutes a grantor/sub-grantee relationship or recipient/sub-recipient relationship between the Sacramento Sheriff's Department and the Sacramento Police Department.

SCOTT R. JONES, SHERIFF Sacramento County Sheriff's Department	Agency Head Name: Agency:
Date: _____	Date: _____

Contact Information	**Contact Information**
Contact Person: Lieutenant Chris Joachim	Contact Person:
Mailing Address: P.O. Box 214327 Sacramento, CA 95821	Mailing Address:
Phone: (916) 874-3007	Phone:
FAX: (916) 874-3006	FAX:
Email: cjoachim@sacsheriff.com	Email:

Authorizing resolution # 2016-0240

5P

City Council Synopsis
August 9, 2016

million acts of kindness

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of seven (7) Dell servers from Dell, Inc. to upgrade data storage capacity, under State of California Contract No. 7-15-70-34-003 and Contract Code WN03AGW, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $207,873.86

Resolution: Approving the purchase of Brocade Communications server switches from Kovarus, Inc. to upgrade data storage capacity, under WSCA-NASPO Contract No. AR214 7-14-70-01, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $61,939.68

Resolution: Approving the purchase of Veeam Availability Suite software from CDW Government LLC to upgrade data storage capacity, under CalSAVE Technology Contract No. 527683, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $11,807.64

2. DISCUSSION OF ISSUE:

The City of Turlock's computer data is copied and then backed up between servers located at City Hall, the Public Safety Facility and the Water Quality Control Facility. We have experienced issues with storage capacity and back-up of data which has resulted in back-up failures. We have the opportunity to piggyback on three (3) contracts to bring citywide storage and hardware up to date to meet growing storage needs:

1. State of California's contract with Dell Inc. for the purchase of seven (7) Dell servers

OK for Agenda

2. WSCA-NASPO contract with Brocade Communications which covers approved reseller Kovarus, Inc. for the purchase of server networking switches

3. CalSAVE Technology Contract for the Veeam Availability Suite software

3. BASIS FOR RECOMMENDATION:

A. The purchase of the hardware and software through the State of California Contract Number 7-15-70-34-003 with Dell, Inc., the WSCA-NASPO Contract Number AR214 7-14-70-01 with Brocade Communications and the CalSAVE Technology Contract Number 527683 for Veeam software provides the City with the most efficient and cost-effective method for procuring the hardware and software needed to meet our storage needs.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value with department budgets.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding is included in the FY 16-17 amended budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. City Council may deny staff recommendation for the purchase of the servers. This alternative is not recommended as we have been encountering storage issues of critical data.

B. City Council may direct staff to issue a Request for Proposal for bids. Staff does not recommend this alternative as it would generate additional costs to the City in managing the solicitation and will add a minimum of two (2) months to the procurement schedule.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF SEVEN (7) DELL SERVERS FROM DELL, INC. TO UPGRADE DATA STORAGE CAPACITY, UNDER STATE OF CALIFORNIA CONTRACT NO. 7-15-70-34-003 AND CONTRACT CODE WN03AGW, WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE IN ACCORDANCE WITH SECTION 2-7-08(b)(5) OF THE TURLOCK MUNICIPAL CODE, IN AN AMOUNT NOT TO EXCEED $207,873.86	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock's computer data is copied and then backed up between servers located at City Hall, the Public Safety Facility and the Water Quality Control Facility; and

WHEREAS, the City of Turlock has experienced issues with storage capacity and the back-up of data which has resulted in back-up failures; and

WHEREAS, the City of Turlock would engage in a joint purchase plan with the State of California with Dell, Inc. effective from September 30, 2015 through March 31, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of seven (7) Dell servers from Dell, Inc. to upgrade data storage capacity, under State of California Contract No. 7-15-70-34-003 and Contract Code WN03AGW, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $207,873.86.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF BROCADE COMMUNICATIONS SERVER SWITCHES FROM KOVARUS, INC. TO UPGRADE DATA STORAGE CAPACITY, UNDER WSCA-NASPO CONTRACT NO. AR214 7-14-70-01, WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE IN ACCORDANCE WITH SECTION 2-7-08(b)(5) OF THE TURLOCK MUNICIPAL CODE, IN AN AMOUNT NOT TO EXCEED $61,939.68	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock's computer data is copied and then backed up between servers located at City Hall, the Public Safety Facility and the Water Quality Control Facility; and

WHEREAS, the City of Turlock has experienced issues with storage capacity and the back-up of data which has resulted in back-up failures; and

WHEREAS, the City of Turlock would engage in a joint purchase plan with WSCA-NASPO with Brocade Communications which covers the approved reseller Kovarus, Inc. effective from June 1, 2014 through May 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of Brocade Communications server switches from Kovarus, Inc. to upgrade data storage capacity, under WSCA-NASPO Contract No. AR214 7-14-70-01, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $61,939.68.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF VEEAM AVAILABILITY SUITE SOFTWARE FROM CDW GOVERNMENT LLC TO UPGRADE DATA STORAGE CAPACITY, UNDER CALSAVE TECHNOLOGY CONTRACT NO. 527683, WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE IN ACCORDANCE WITH SECTION 2-7-08(b)(5) OF THE TURLOCK MUNICIPAL CODE, IN AN AMOUNT NOT TO EXCEED $11,807.64	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock's computer data is copied and then backed up between servers located at City Hall, the Public Safety Facility and the Water Quality Control Facility; and

WHEREAS, the City of Turlock has experienced issues with storage capacity and the back-up of data which has resulted in back-up failures; and

WHEREAS, the City of Turlock would engage in a joint purchase plan under the CalSAVE Technology Contract with CDW Government LLC effective from January 28, 2016 through December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of Veeam Availability Suite software from CDW Government LLC to upgrade data storage capacity, under CalSAVE Technology Contract No. 527683, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $11,807.64.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

5Q

City Council Synopsis
August 9, 2016

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor, City Manager or designee to execute an Agreement with Tyler Technologies for unlimited site licenses without compliance to the formal bid procedure in accordance with the Turlock Municipal Code Section 2-7-08(b)(2)

2. DISCUSSION OF ISSUE:

The City of Turlock has implemented modules in New World Systems software in Financial Management, Human Resources, Utility Management and Community Development. Each of these modules requires individual licenses for our users. As we added users, additional licenses for each module had to be purchased in blocks of five at a cost of $5,000.

With the acquisition of New World Systems by Tyler Technologies, they now offer unlimited site licenses for all modules at a one-time cost of $7,000, plus an annual recurring cost of $1,260 for software maintenance.

3. BASIS FOR RECOMMENDATION:

A. Because of financial constraints, we have had to utilize shared licenses for those users who input information, but had no approval authority. In order to have true accountability and to maintain the integrity of the system, we should have an individual license for each user for each module they use. This opportunity to purchase unlimited site licenses provides us with internal controls for the highest level of accountability.

B. Pursuant to Turlock Municipal Code Section 2-7-08(b)(2) compliance to the formal bid procedure is not necessary, as these licenses can only be purchased from one vendor, Tyler Technologies.

OK for Agenda

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding is included in the FY 16-17 amended budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the purchase of the unlimited site licenses. Staff does not recommend this alternative, as the unlimited site licenses will allow us to provide the level of internal controls recommended by our external auditors at a much lower cost.

new world™
a tyler erp solution

Quoted By: Terri Minter
Date: 5/10/2016
Quote Expiration: 9/7/2016
Client/Prospect Name: City of Turlock, CA
Quote Number: NW-00210
Quote Description: Unlimited Site License

Tyler price quotations are valid for 120 days

Sales Quotation for:
City of Turlock, CA - #1449
156 S. Broadway
Turlock, CA 95380
209.668.5542 x 1317

Software and Related Services

Description	License	Year 1 Maintenance	Module Total
Unlimited Site License:			
Unlimited Site License	$ 7,000	$ 1,260	$ 8,260
Unlimited Site License Subtotal:	$ 7,000	$ 1,260	$ 8,260
Overall Subtotal:	**$ 7,000**	**$ 1,260**	**$ 8,260**
Discount Amount:	*$ -*	*$ -*	*$ -*
TOTAL INITIAL COST:	**$ 7,000**	**$ 1,260**	**$ 8,260**

New World ERP Summary	One Time	Recurring
Total Software	$7,000	$1,260
Total Services	$0	
Summary Total	**$7,000**	**$1,260**
Contract Total (Excluding Estimated Travel Expenses)	**$8,260**	

The software, services, and hardware, as applicable, that are itemized above, are hereby added to your existing Agreement with us. These fees will be invoiced to you in full upon receipt of your signed quote. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. The terms and conditions of your Agreement will otherwise control.

Authorized Client Signatory:

_____ _____
Client Approval **Date**

_____ _____
Print Name **Client PO#**

OK for Agenda
glm

new world™
a tyler erp solution

Quoted By: Terri Minter
Date: 5/10/2016
Quote Expiration: 9/7/2016
Client/Prospect Name: City of Turlock, CA
Quote Number: NW-00210
Quote Description: Unlimited Site License

Tyler price quotations are valid for 120 days

Sales Quotation for:
City of Turlock, CA - #1449
156 S. Broadway
Turlock, CA 95380
209.668.5542 x 1317

Footnotes

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

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

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

Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.

Prices assumes that all software proposed is licensed.

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

An unlimited Site License is included for the above-proposed software The Site License is available to only the affiliated Public Administration agencies within the Prospect listed on this Price Qoutation.

5R

City Council Synopsis
August 9, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Sarah Tamey Eddy, Human Resources Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between CPS HR Consulting, a California Joint Powers Authority (CPS HR), and the City of Turlock for written examination test rentals to assist with the recruitment and hiring process, for a period of two (2) years from July 29, 2016 through July 29, 2018, in an amount not to exceed $15,000 over the term of the Agreement

2. DISCUSSION OF ISSUE:

As part of the recruitment and hiring process, candidates may be required to participate in a written examination to ensure the City is hiring the most qualified individual. When a written examination is utilized, the City must make certain the examination has been tested, validated and certified.

CPS HR Consulting, a California Joint Powers Authority (CPS HR) has twenty-five (25) years of experience in test plan development and design, while utilizing best practices. CPS HR offers more than fifty (50) types of entry-level and promotional employment tests for a wide range of public agency positions including, public safety, clerical, professional, skilled trades, etc. CPS HR tests are developed to meet stringent standards and are frequently updated to ensure content relevance, as well as to prevent overexposure from repeat or like tests.

3. BASIS FOR RECOMMENDATION:

Due to a high volume of applicants and/or the technical aspects of specific job classifications, it becomes necessary to utilize a written examination as one testing element in the hiring process to find the most qualified individual.

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: Effective Leadership

OK for Agenda

General Principles:

2. Provide clear organizational purpose and vision.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact None at this time. Current appropriation exists in the adopted Fiscal Year 2016-17 Departmental budgets to pay for testing and recruitments as needed. The City has spent approximately $13,000 from March 2014 through March 2016 for testing. Based on this history and the anticipated number of future recruitments, we recommend the allocation of $15,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose not to approve an agreement for written examinations. However, this alternative is not recommended because CPS HR Consulting has the knowledge and expertise needed to meet the stringent examination standards.

CPS HR CONSULTING

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").

A. **Purpose.** This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. **Ownership of CPS HR Tests.**

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

C. **Test Materials.** Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

D. **Test Security.** CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve evidence of or related to the breach, whether physical or electronic.

E. **Test Review, Ordering and Administration.**

1. **Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.
   (a) **Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).
   (b) **SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.
   (c) **On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.
2. **Ordering Testing Materials and Scheduling of Examinations.**
   (a) **Test Rental Division and SLPP:**
      (i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.
      (ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.
   (b) **On-line Testing:**
      (i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.
      (ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

Client Initials _____

OK for Agenda

3. **After the test date.**

   (a) Test Rental Division and SLPP:

   (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.

   (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

   (b) On-line Testing:

   (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.

   (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Billing, Pricing, and Payment.

1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for SLPP, and Exhibits D and E for On-line Testing. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of $15,000.
5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.

G. Candidate Inspections

1. **Test Materials.**

   CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. **Answer Sheets.**

   (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.

   (b) Candidates are not allowed to review the question booklet during this inspection period.

   (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.

I. Legal Proceedings Involving Test Materials.

1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.
2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.

1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.
3. Termination Without Cause. CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.

4. Return of Test Materials. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 241 Lathrop Way, Sacramento, CA 95815.
2. **Dispute Resolution; Remedies.**
   (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
   (b) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.
4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority

By: _____
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: _____

Client

By: _____
Authorized Signature (Head of Agency)

Name: _____

Title: _____

Email: _____

Date: _____

Exhibit A

Authorized Representative(s) ***(use an additional page if needed)*** By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

II. Billing Contact

Contact Name and Title		
Agency		
Street Address, City, State, Zip		
E-Mail	Phone Number	Fax Number

III. Physical Address

Agency / Department Name
Street Address, City, State, Zip

Exhibit B

CPS HR Test Rental Division Rates (Effective March 25, 2009 – Subject to Change)

	STOCK TESTS*	MODULAR TESTS	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	$295.00	$395.00	$595.00	$995.00	$350.00
1-100 Candidates (per candidate)	$9.00	$12.00	$14.00	$15.00	$10.00
101-500 Candidates (per candidate)	$8.50	$11.00	$13.00	$14.00	$9.50
501+ Candidates (per candidate)	$8.00	$10.00	$12.00	$13.00	$9.00
New Item Writing/Entry	N/A	N/A	N/A	$35 per item	N/A
Pick Up/Handling	5%	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%	15%
Premium Shipping/Handling **	20%	20%	20%	20%	20%
Shipping outside contiguous U.S.	CALL FOR DETAILS				

Entry Law/Fire Candidate Preparation Manuals *****Now available Online*****	***Structured Interview Packages***
Quantity Per Booklet/Candidate Fee 10 - 1000 $ 3.00 1001+ Call for volume discount details	Base Fee: $ 595.00 Per Candidate Fee: 1 - 500 $7.50

*CPS HR will apply a credit of $35.00 for each **fully paid UNOPENED package of Stock Exams** of test booklets on the current **STOCK test order.**

**Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date. Orders placed 3 or less than business days prior to the test date will be charged at the premium shipping rate.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

SPECIAL SERVICES

Stock Supplements	$ 2.00 per book when ordered with a Stock test
Writing Proficiency Exam	$ 350.00 Base Fee + $ 15.00 per candidate (Professional Scoring included)
Scoring Keys	Available at no additional charge
Re-Scoring/Hand-Scoring of Answer Sheet	$ 30.00 (Requested directly by Agency)
Non-specified special services	CALL FOR DETAILS (Billed at applicable hourly rate)

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
241 Lathrop Way, Sacramento CA 95815

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us

Exhibit C

Spanish Language Proficiency Test Rental Division Rates

Effective March 25, 2009 -- Subject to Change

	WRITTEN TEST	ORAL TEST
Base Fee (per order)	$295.00	$295.00
**Per Booklet Fee	$9.00	N/A
***Per Tape Scoring Fee	N/A	$120.00
Expedited Shipping	*20%	*20%

*Orders placed less than two weeks prior to the exam date will incur expedited shipping charges
**Per Booklet Fee will be charged for number of books ordered
***Billed for the number rated

SPECIAL SERVICES	
Faxing/Emailing Test Results	Available at no additional charge
Hand Scoring	$30.00
Proctoring Services	Call for details/quote
SLPP Extended Use Program	Call for details

Charges for Cancellations, and Lost or Compromised Tests

Minimum cancellation charge once a SLPP order is shipped is $200.00.

For each lost **written** test, there will be a base charge of $10,000. For each additional copy (test) of the same test that is lost, there will be a $75 charge with a maximum total charge of $20,000.

For each lost **oral** test, there will be a base charge of $15,000. For each additional copy (test) of the same test that is lost, there will be a $75 charge with a maximum total charge of $20,000.

Exhibit D

CPS HR On-line Skills Test Pricing Schedule
Effective August 2015 – Subject to Change

Online Skills Test Pricing Schedule	Single-Subject Test	Two-Subject Test	Each Additional Subject
1 - 25 Candidates (per candidate)	$20.00	$30.00	$6.00
26 - 100 Candidates (per candidate)	$18.00	$27.00	$6.00
101 - 250 Candidates (per candidate)	$17.00	$25.50	$6.00
251 - 1,000 Candidates (per candidate)	$15.00	$22.50	$6.00
1,001+ Candidates (per candidate)	$12.00	$18.00	$6.00

Access 2007 or 2010	Excel 2007 or 2010	Word 2007 or 2010
Advanced Skills	Advanced Skills	Advanced Skills
Basic Skills	Basic Skills	Basic Skills
Standard	Standard	Standard
PowerPoint 2007 or 2010	**Windows XP**	**Digital Literacy 2008**
Advanced Skills	Advanced Skills	Computing
Basic Skills	Basic Skills	Internet
Standard	Standard	Software Skills

Other Exams	
Basic Computer Literacy	Typing Test
Excel Functions	Ten Key Test
Publisher 2003 - Standard	Data Entry Test - Numeric
Outlook 2007 or 2010 - Standard	Data Entry Test - Alphanumeric

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
241 Lathrop Way, Sacramento CA 95815

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us

RECEIVED
JUL - 7 2016
Office of the City Clerk
5S

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Christina Juarez

SS#: _____ **DOB:** 10/2/77 **Gender:** Male ___ Female ✓

Claimant's address: 7903 Joanna Ct Hilmar CA 95324

Claimant's Telephone Number(s): 209.648.8378

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: July 2, 2017

Date injuries, damages, or losses were discovered: July 2, 2017

Location of incident/accident: 1611 Lander Ave Turlock, (Starbucks) Parking lot Entry Across Rd Rosewood Dr Street Service Hole located

What did entity or employee do to cause this loss, damage, or injury?
Street Service Hole with No Cover with Loose Rim
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? Vehicle Passanger side substained Tire/Wheel Damage, Front Inner Wheel Well Damage on Plastic Paint, Door Mutiple Scratches Dents Front/Back Doors.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : Coestimate $2500 Need Professional Auto Body Bids to Validate Actual Cost Pending

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☑ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? See Attached Bid Estimate obtained by Smith Collision Center 7/7/16 w/ photos 1 Each.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 7/7/16 **Signature:** [signature]

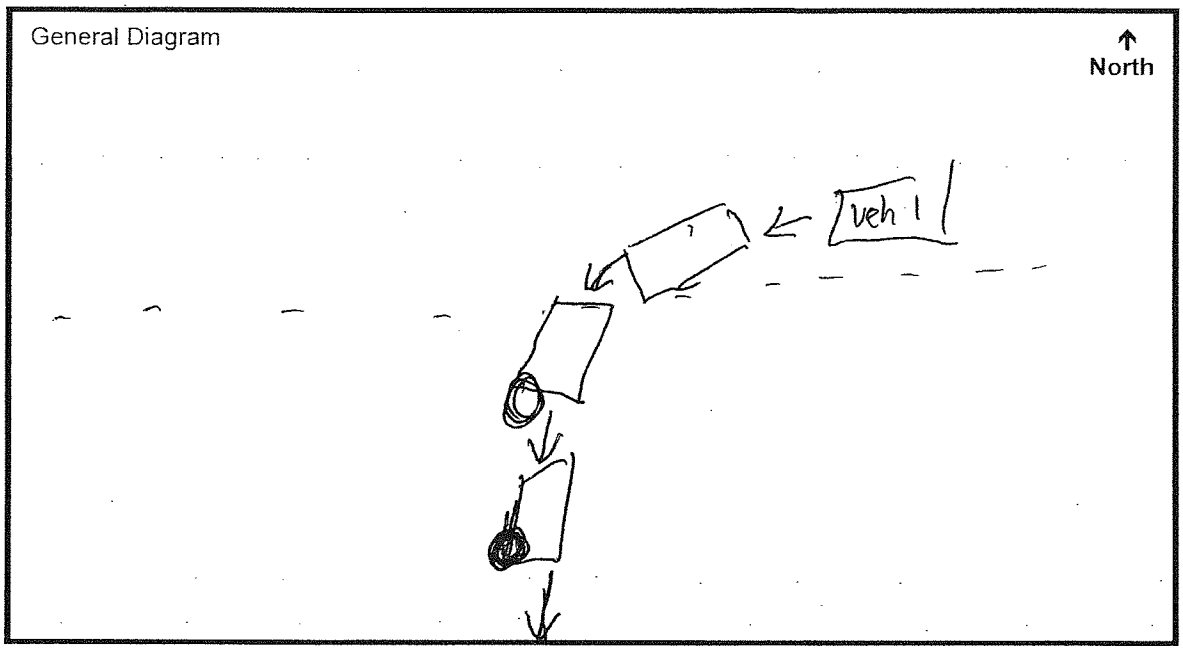
If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

DIAGRAMS



Street Incidents

North

Vehicle 1
2012 Hyundai Elantra (Black)

Rosewood Dr

Lander Ave

Vehicle 1

(Service Hole No Cover)

1611 Lander Ave
Turlock, Ca. 95380

Little Caesars | Starbucks

Stoped To Investigate what happened

Outer Rim Loosened And Remained on Veh. 1 Rt Front Tire while in motion. While Entering Parking Entry Vehicle substained Damage on Passanger Side

Date: 7/ 7/2016 07:20 AM
Estimate ID: 325
Estimate Version: 0
Preliminary
Profile ID: SMITH COLLISION

SMITH COLLISION CENTER

1601 AUTO MALL DRIVE 115 FLORENCE AVE, TURLOCK, CA 95380
(209) 634-3031
Fax: (209) 669-2149

Damage Assessed By: ANNETTE RUIZ
Classification: None

Deductible: UNKNOWN

Mitchell Service: 911365

Description: 2012 Hyundai Elantra Limited
Body Style: 4D Sed
VIN: 5NPDH4AE3CH094717
Mileage: 67,147
OEM/ALT: O
Color: Midnight Black Pearl
Vehicle Production Date: 8/11
Drive Train: 1.8L Inj 4 Cyl 6A FWD
License: 6SGE693 CA
Search Code: None
Options: PASSENGER AIRBAG, HEATED SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITIONING, CRUISE CONTROL, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, LEATHER SEAT
FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
FOG LIGHTS, ALUM/ALLOY WHEELS, TIRE INFLATION/PRESSURE MONITOR
ANTI-THEFT SYSTEM, AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY
LEATHER STEERING WHEEL, SATELLITE RADIO, CD PLAYER
POWER ADJUSTABLE EXTERIOR MIRROR, SUNROOF/MOONROOF, TRIP COMPUTER
FIRST ROW BUCKET SEAT, SIDE AIRBAGS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
MP3 PLAYER, DAYTIME RUNNING LIGHTS, ELECTRONIC STABILITY CONTROL
FRONT HEATED SEATS, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description		Part Type/ Part Number	Dollar Amount		Labor Units
1	100737	BDY	REMOVE/INSTALL	Frt Bumper Cover					1.0 #
2	100714	BDY	REMOVE/INSTALL	R Front Combination Lamp					0.3
3	102938	BDY	REPAIR	R Fender Panel		Existing			1.0*#
4	AUTO	REF	REFINISH	R Fender Outside				C	2.0
5	101156	BDY	REMOVE/REPLACE	R Fender Liner		86812-3Y000	62.00		0.3 #
6	101663	BDY	REMOVE/INSTALL	R Fender Mudguard					0.2
7	100117	BDY	REMOVE/REPLACE	Alloy Wheel 2@111.00		** QUAL REPL PART	222.00	*	0.6
8				Rt Frt & Rear Drag					
9	900500	MCH*	ADD'L LABOR OP	FOUR WHEEL ALIGNMENT		Sublet	85.00	*	0.0*
10	931125	BDY	ADD'L LABOR OP	Mount & Balance Tire		Sublet	40.00	*	0.0*
11				$20.00 per tire					
12				Includes stems and weights					
13	100558	BDY	REPAIR	R Rocker Outer Panel	-S	Existing			1.0*
14	AUTO	REF	REFINISH	R Rocker Panel				C	1.6
15	100192	BDY	REMOVE/INSTALL	R Frt Garnish Moulding					0.2 #
16	101242	BDY	REPAIR	R Frt Door Repair Panel		Existing			3.0*#
17	AUTO	REF	REFINISH	R Frt Door Outside				C	1.9
18	101249	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding					0.2
19	101251	BDY	REMOVE/INSTALL	R Frt Rear View Mirror					0.3 #
20	101174	BDY	REMOVE/INSTALL	R Frt Door Trim Panel					INC

ESTIMATE RECALL NUMBER: 07/07/2016 07:19:51 325
Mitchell Data Version: OEM: MAY_16_V

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All Rights Reserved

Software Version: 7.1.203

21	100034	BDY	REMOVE/INSTALL	R Frt Otr Door Handle			0.7 #
22	100983	REF	BLEND	R Rear Door Outside		C	0.9
23	100998	BDY	REMOVE/INSTALL	R Rear Otr Door Belt Moulding			0.2
24	100197	BDY	REMOVE/INSTALL	R Rear Door Corner Garnish			0.2
25	101006	BDY	REMOVE/INSTALL	R Rear Door Trim Panel			INC
26	101416	BDY	REMOVE/INSTALL	R Rear Otr Door Handle			0.7 #
27	936009		ADD'L COST	Estimate Charge	35.00 *		
28	936012		ADD'L COST	Hazardous Waste Disposal	3.00 *		
29	AUTO	REF	ADD'L OPR	Clear Coat			1.7
30	933003	REF	ADD'L OPR	Tint Color			0.5*
31	933005	BDY	ADD'L OPR	Restore Corrosion Protection	10.00 *		0.1*
32	AUTO	REF	ADD'L OPR	Finish Sand And Buff			2.6
33	933018	REF	ADD'L OPR	Mask For Overspray	10.00 *		0.2*
34	AUTO		ADD'L COST	Paint/Materials	369.80 *		

* - Judgment Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	10.0	73.00	10.00	40.00	780.00
Refinish	11.4	73.00	10.00	0.00	842.20
Mechanical	0.0	90.00	0.00	85.00	85.00
Non-Taxable Labor					1,707.20
Labor Summary	21.4				1,707.20

II. Part Replacement Summary			Amount
Taxable Parts			284.00
Sales Tax	@	7.625%	21.66
Total Replacement Parts Amount			305.66

III. Additional Costs			Amount
Taxable Costs			407.80
Sales Tax	@	7.625%	31.09
Total Additional Costs			438.89

Paint Material Method: Rates
Init Rate = 43.00 , Init Max Hours = 99.9, Addl Rate = 0.00

IV. Adjustments	Amount
Customer Responsibility	0.00

I.	Total Labor:	1,707.20
II.	Total Replacement Parts:	305.66
III.	Total Additional Costs:	438.89
	Gross Total:	2,451.75
IV.	Total Adjustments:	0.00
	Net Total:	2,451.75

ESTIMATE RECALL NUMBER: 07/07/2016 07:19:51 325
Mitchell Data Version: OEM: MAY_16_V

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Software Version: 7.1.203

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

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JUL 15 2016

City of Turlock
Administrative Services

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail.
Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock Officer Flowers or something like that. (Female officer)
(Name of Entity)

Claimant's name: Veronica Rangel.

SS#: [redacted] **DOB:** 01/04/76 **Gender:** Male ___ Female ✓

Claimant's address: 303 Way Side Dr. Apt 202

Claimant's Telephone Number(s): ~~(209) 408-2816~~ 209-620-~~07~~ 0280

Address where notices about claim are to be sent, if different from above: 2930 Geer Road Suite #227
Turlock Ca. 95382

Date of incident/accident: 7/12/16

Date injuries, damages, or losses were discovered: lost she can't find it.

Location of incident/accident: 303 Way Side Dr. ~~Apt~~ Turlock

What did entity or employee do to cause this loss, damage, or injury? lost it, she don't
" Adraid " Remember.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?
Don't Know.

What specific injuries, damages, or losses did claimant receive? lost.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $200.00 (phone)

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☑ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)?

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 7/15/16 **Signature:** [signature]

If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

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JUL 18 2016

City of Turlock
Administrative Services

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail.
Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: THE CITY OF TURLOCK, STATE OF CALIFORNIA
(Name of Entity)

Claimant's name: AGRIPINO LUJAN

SS#: [redacted] **DOB:** 06-23-1938 **Gender:** Male ✓ Female ___

Claimant's address: 760 CHESNUT ST. TURLOCK, CA, 95380

Claimant's Telephone Number(s): 209-202-0427

Address where notices about claim are to be sent, if different from above: THE ACCIDENT ATTORNEYS' GROUP
1000 NEWPORT CENTER DR. NEWPORT BEACH, CA, 92660

Date of incident/accident: 02/11/2016

Date injuries, damages, or losses were discovered: 02/11/2016

Location of incident/accident: CITY OF TURLOCK, CA DAUNBERGER RD. AND EAST EVE.

What did entity or employee do to cause this loss, damage, or injury?
City of Turlock failed to place a stop signed on East ave, thus causing the collision (see police report)
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?
TO BE DETERMINED

What specific injuries, damages, or losses did claimant receive? PROPERTY DAMAGES;
BODILY INJURIES; EMOTIONAL DISTRESS (SEE MEDICAL REPORTS ATTACHED)
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : ___

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:
☐ **DOES NOT EXCEED $25,000** ☑ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)?
see the Government Code 910(f); the claim is not a limited civil case
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 07/13/2016 **Signature:** [signature]

If signed by representative:

Print Representative's Name Robert A. Koenig, Esq. Telephone 925-521-9700

Address 1000 Newport Center Dr. Newport Beach, CA, 92660

Relationship to Claimant Attorney for the Claimant

March 2014

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JUL 21 2016

City of Turlock
Administrative Services

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail.
Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Ralph T. Ascencio

SS#: [redacted] **DOB:** 8-23-59 **Gender:** Male X Female ___

Claimant's address: 439 Main Turlock CA 95380

Claimant's Telephone Number(s): 209 568 0865

Address where notices about claim are to be sent, if different from above: Same as above

Date of incident/accident: 05-08-16

Date injuries, damages, or losses were discovered: 05-08-16

Location of incident/accident: CORNER MARSHALL/S. Palm

What did entity or employee do to cause this loss, damage, or injury? CRACKED/UNEVEN sidewalk NOT VISIBLE DUE TO OVERGROWTH & debris-CAUSED FALL
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? HURT LEFT WRIST, LEFT ELBOW, LEFT SHOULDER, ENTIRE LEFT SIDE
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : ___

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☐ **DOES NOT EXCEED $25,000** ☑ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? Due to Re-Injured Left Knee need Re-Placement & Hip Re-Placement
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 6-2-16 **Signature:** [signature]

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

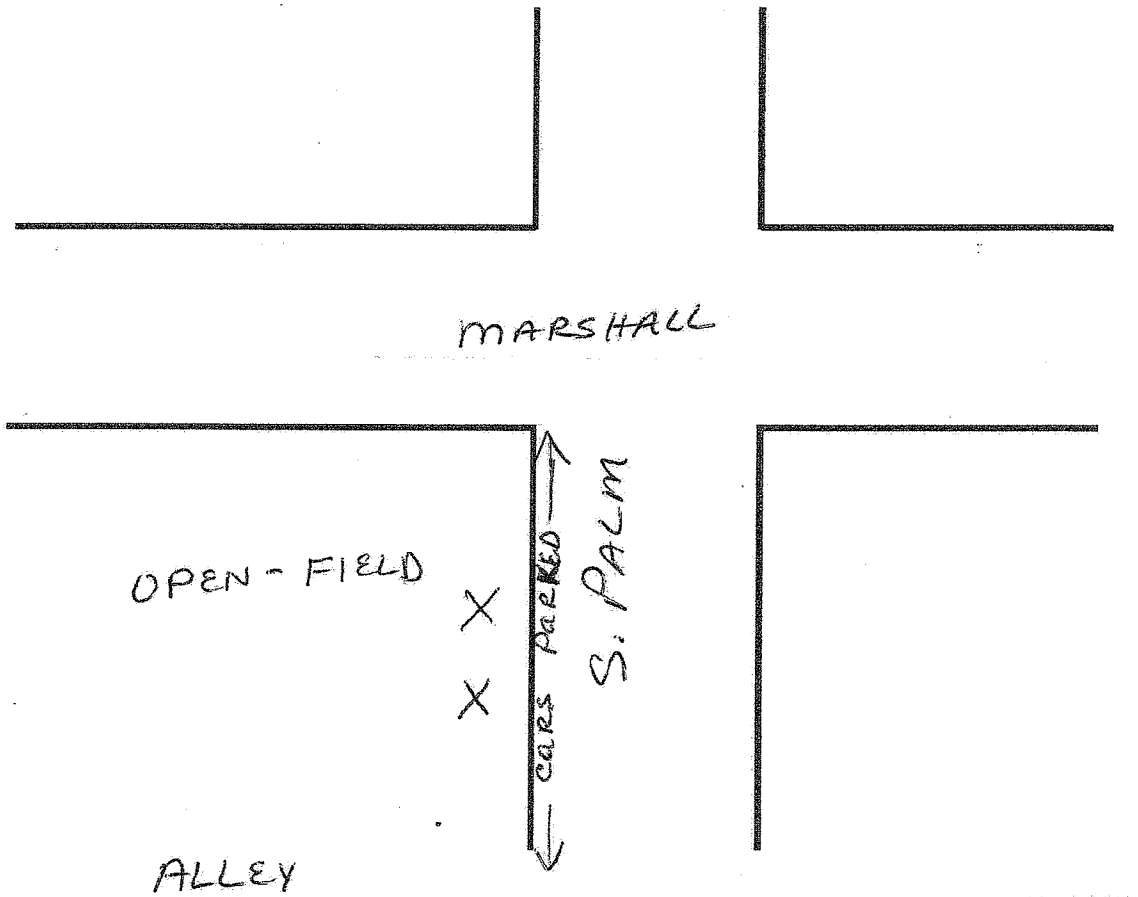
DIAGRAMS

General Diagram

North

Street Incidents

North



5W

RECEIVED
JUL 25 2016
City of Turlock
Administrative Services

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Geico Insurance as Subrogee of Rubenia Malone

SS#: / DOB: / Gender: Male ___ Female ___

Claimant's address: PO Box 509119 San Diego, CA 92150

Claimant's Telephone Number(s): 858-513-5363

Address where notices about claim are to be sent, if different from above: /

Date of incident/accident: 4-20-16 - 1:00 PM

Date injuries, damages, or losses were discovered: 4-20-16 - 1:00 PM

Location of incident/accident: 114 S Broadway Turlock CA 95380

What did entity or employee do to cause this loss, damage, or injury? Neglicted tree branch, City owned tree fell on our Insoreds vehicle, Lack of Matience
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Parks Dept or Public works

What specific injuries, damages, or losses did claimant receive? Damage to the roof of the Vehicle, 2013 Hyundai
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed: $1,698.65

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (If the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☑ DOES NOT EXCEED $25,000 ☐ EXCEEDS $25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Repairs $1,418.94 - Rental: 279.71

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 7-19-16 Signature: [signature]

If signed by representative:

Print Representative's Name Chris Crabbe Telephone 858-513-5363

Address PO Box 509119 San Diego, CA 9215[illegible]

Relationship to Claimant Our Insured.

March 2014

7A

City Council Synopsis
August 9, 2016

million acts of kindness

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

Prepared by: Katie Quintero, Senior Planner

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the proposed amendments to Turlock Municipal Code Title 4, Chapter 16, Article 1, Section 02, Subsection (A) regarding *Cost Recovery Enforcement Authority;* Title 5, Chapter 19, Article 1, "Title" Section regarding *Adult Entertainment;* Title 5, Chapter 19, Article 1, Section 01 regarding *Adult Entertainment Purpose;* Title 5, Chapter 19, Article 1, Section 02 regarding *Adult Entertainment Performer Permit;* Title 5, Chapter 19, Article 1, Section 04, Subsection (C) regarding *Adult Entertainment Application Denial Authority;* Title 6, Chapter 1, Article 1, Section 13, Subsections (B), (C), and (D) regarding *Exceptions – Fancy, Racing and Sporting Pigeons;* Title 6, Chapter 5, Article 4, Section 02 regarding *Connection Fees;* Title 7, Chapter 2, Article 2, Section 02, Subsection (A) regarding *Street Improvements and Dedications Required;* Title 8, Chapter 4, Section 16, regarding *Fixing Questioned House and Building Numbering;* Title 9, Chapter 1, Article 1, Section 11 regarding *General Provision Rules for Interpretation;* Title 9, Chapter 2, Article 1, Section 02, Subsection (C) regarding *Adult Entertainment Location and Site Requirements;* Title 9, Chapter 2, Article 1, Section 02, Subsection (F) regarding *Regulations Special Provisions for Adult Business Permit Application;* Title 9, Chapter 2, Article 1, Section 03, Subsection (C) regarding *Affordable Housing Density Bonus Application Procedures,* Title 9, Chapter 2, Article 1, Section 08, Subsection (A) regarding *Exceptions to Height Limits in Any Residential District;* Title 9, Chapter 2, Article 1, Section 25, Subsection (B)(1) regarding *Cargo Containers Permit Requirements and Exceptions for Temporary Use;* Title 9, Chapter 2, Article 5, Section 06, Subsection (K) regarding *Sign Standards for Temporary Signs;* Title 9, Chapter 3, Article 2, Section 02, regarding *Residential Use District Classifications;* Title 9, Chapter 3, Article 2, Section 03, regarding *Residential Districts Property Development Regulations;*

OK for Agenda

Title 9, Chapter 3, Article 4, Section 03, regarding *Industrial Districts Property Development Standards;* Title 9, Chapter 3, Article 5, Section 03 regarding *Public and Semi-Public Districts Property Development Regulations;* Title 9, Chapter 4, Article 1, Section 07, Subsection (B) regarding *Downtown Overlay Regulations for Industrial Residential Development Standards;* Title 9, Chapter 4, Article 1, Section 08, Subsection (B) regarding *Overlay District Regulations – Office Residential Development Standards;* Title 9, Chapter 4, Article 2, Section 04, Subsection (C) regarding *Nondiscretionary Emergency Shelter Permit Application Standards;* Title 9, Chapter 4, Article 2, Section 05 "Introductory Paragraph" regarding *Nondiscretionary Emergency Shelter Permit Application;* Title 9, Chapter 5, Article 1, Section 12 regarding *Administration Permit Applications Hearings, Amendments, and Special Appeals;* Title 9, Chapter 5, Article 3, Section 10, Subsection (D) regarding *Minor Administrative and Minor Discretionary Permits Building Review;* Title 9, Chapter 5, Article 3, Section 15 regarding *Minor Administrative and Minor Discretionary Permit Time Limits for Development of Property and Uses;* Title 9, Chapter 5, Article 3, Section 17 regarding *Minor Administrative and Minor Discretionary Permit Outdoor Dining Permit Required;* Title 9, Chapter 5, Article 3, Section 18 regarding *Minor Administrative and Minor Discretionary Permit Authority to Issue Outdoor Dining Permits;* Title 9, Chapter 5, Article 3, Section 23, Subsection (A) regarding *Minor Administrative and Minor Discretionary Permit Alcoholic Beverage Restrictions;* Title 9, Chapter 5, Article 4, Section 04, Subsection (A) regarding *Minor Exceptions – Findings – Special Circumstances;* and Title 9, Chapter 5, Article 7, Section 09, Subsections (B) and (C) regarding *Prezoning and Annexation Area Wide Planning Requirements* are exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15061(B)(3) (General Rule) of the CEQA Guidelines

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Introduction of the Ordinance:

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 16, Article 1, Section 02, Subsection (A) regarding *Cost Recovery Enforcement Authority;* Title 5, Chapter 19, Article 1, *"Title"* Section regarding *Adult Entertainment;* Title 5, Chapter 19, Article 1, Section 01 regarding *Adult Entertainment Purpose;* Title 5, Chapter 19, Article 1, Section 02 regarding *Adult Entertainment Performer Permit;* Title 5, Chapter 19, Article 1, Section 04, Subsection (C) regarding *Adult*

Entertainment Application Denial Authority; Title 6, Chapter 1, Article 1, Section 13, Subsections (B), (C), and (D) regarding *Exceptions – Fancy, Racing and Sporting Pigeons;* Title 6, Chapter 5, Article 4, Section 02 regarding *Connection Fees;* Title 7, Chapter 2, Article 2, Section 02, Subsection (A) regarding *Street Improvements and Dedications Required;* Title 8, Chapter 4, Section 16, regarding *Fixing Questioned House and Building Numbering;* Title 9, Chapter 1, Article 1, Section 11 regarding *General Provision Rules for Interpretation;* Title 9, Chapter 2, Article 1, Section 02, Subsection (C) regarding *Adult Entertainment Location and Site Requirements;* Title 9, Chapter 2, Article 1, Section 02, Subsection (F) regarding *Regulations Special Provisions for Adult Business Permit Application;* Title 9, Chapter 2, Article 1, Section 03, Subsection (C) regarding *Affordable Housing Density Bonus Application Procedures,* Title 9, Chapter 2, Article 1, Section 08, Subsection (A) regarding *Exceptions to Height Limits in Any Residential District;* Title 9, Chapter 2, Article 1, Section 25, Subsection (B)(1) regarding *Cargo Containers Permit Requirements and Exceptions for Temporary Use;* Title 9, Chapter 2, Article 5, Section 06, Subsection (K) regarding *Sign Standards for Temporary Signs;* Title 9, Chapter 3, Article 2, Section 02, regarding *Residential Use District Classifications;* Title 9, Chapter 3, Article 2, Section 03, regarding *Residential Districts Property Development Regulations;* Title 9, Chapter 3, Article 4, Section 03, regarding *Industrial Districts Property Development Standards;* Title 9, Chapter 3, Article 5, Section 03 regarding *Public and Semi-Public Districts Property Development Regulations;* Title 9, Chapter 4, Article 1, Section 07, Subsection (B) regarding *Downtown Overlay Regulations for Industrial Residential Development Standards;* Title 9, Chapter 4, Article 1, Section 08, Subsection (B) regarding *Overlay District Regulations – Office Residential Development Standards;* Title 9, Chapter 4, Article 2, Section 04, Subsection (C) regarding *Nondiscretionary Emergency Shelter Permit Application Standards;* Title 9, Chapter 4, Article 2, Section 05 "Introductory Paragraph" regarding *Nondiscretionary Emergency Shelter Permit Application;* Title 9, Chapter 5, Article 1, Section 12 regarding *Administration Permit Applications, Hearings, Amendments and Special Appeals;* Title 9, Chapter 5, Article 3, Section 10, Subsection (D) regarding *Minor Administrative and Minor Discretionary Permits Building Review;* Title 9, Chapter 5, Article 3, Section 15 regarding *Minor Administrative and Minor Discretionary Permit Time Limits for Development of Property and Uses;* Title 9, Chapter 5, Article 3, Section 17 regarding *Minor Administrative and Minor Discretionary Permit Outdoor Dining Permit Required;* Title 9, Chapter 5, Article 3, Section 18 regarding *Minor Administrative and Minor Discretionary Permit Authority to Issue Outdoor Dining Permits;* Title 9, Chapter 5,

Article 3, Section 23, Subsection (A) regarding *Minor Administrative and Minor Discretionary Permit Alcoholic Beverage Restrictions;* Title 9, Chapter 5, Article 4, Section 04, Subsection (A) regarding *Minor Exceptions – Findings – Special Circumstances;* and Title 9, Chapter 5, Article 7, Section 09, Subsection (B) and (C) regarding *Prezoning and Annexation Area Wide Planning Requirements*

2. DISCUSSION OF ISSUE:

Code Publishing, the company who manages the publication of the City of Turlock Municipal Code runs checks on the document to ensure internal consistency. Code Publishing did an analysis of the Municipal Code after the adoption of the comprehensive Zoning Ordinance update in April of 2015 and various corrections were identified. Staff also keeps a running list of needed corrections and periodically these corrections are bundled up into a comprehensive Municipal Code technical amendment. Although many of these corrections are technical in nature and are not substantive changes to the Municipal Code, they must be formally adopted by the City Council.

These amendments are house-keeping items and will not create any substantive changes to any of the regulations. The bulk of the corrections are position title changes, elimination of duplicate words, corrections to typos and updating Municipal Code references. For example in many sections the position title of "Community Development Director" is changed to the "Development Services Director." This correction is being made in multiple areas of the Municipal Code. There are many sections of the Municipal Code being amended as part of this technical clean up, but they are very minor changes such as this.

There are many sections in the Municipal Code that reference other Municipal Code sections. Over time, as the Municipal Code gets amended and numbers change, it is difficult to know all the Municipal Code Sections that reference each other to make sure these section numbers get changed throughout. Code Publishing has done an analysis of various code sections to try to identify areas that need to have the section references updated. Staff has researched old versions of the Municipal Code to determine which sections of the Municipal Code these areas should reference and have updated these sections.

A few of the other corrections that vary slightly from the types of corrections described above, but are still technical amendments not substantive changes to the Code, are highlighted below. All of the proposed corrections are shown in the attached resolution marked Exhibit A. Areas being amended will have a line next to them in the left-hand column. A strikethrough means that the item is being deleted and a double underline means it is an addition.

In Title 5, Chapter 19 Article 1, various sections, the word "Live" is been struck from "Live Adult Entertainment". TMC Section 9-2-102 of the Zoning Ordinance regulates Adult Entertainment facilities, the word "live" is not used in this section or within the use classification charts in Chapter 9-3. Removing the word "live" from Chapter 5 creates consistency between the Municipal Code Sections and helps differentiate Adult Entertainment in the Zoning Ordinance from Live Entertainment in Title 5, which are different uses with different regulations.

In Title 9, Chapter 3, Article 2, Section 02 "...regardless of the number of occupants..." is being changed to "...with six or fewer occupants..." for the number of occupants for state-licensed facilities. This change is being made to be consistent with State law.

Title 9, Chapter 5, Article 3, Section 23 Subsection (a) is being reworded for clarity. The requirements in this sections are not changing.

3. BASIS FOR RECOMMENDATION:

These amendments are technical cleanups and will help improve clarity, consistency and accuracy throughout the Municipal Code. With such a large document being edited and managed by so many different departments, it is inevitable that periodic cleanups like this are necessary. Staff keeps a list of needed edits in addition to the edits provided by Code Publishing and these edits are packaged together into technical amendments like this one from time to time. At their July 7, 2016 meeting, the Planning Commission unanimously recommended the City Council approve the proposed amendments.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item is just a technical amendment to the Municipal Code to ensure clarity and accuracy within the document. These amendments are not substantive changes.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

This item is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines. Under this section, where it can be seen with certainty the project will not have an impact upon the environment, no further review is required.

7. ALTERNATIVES:

A. The Council could choose to deny the proposed amendments to the Municipal Code. Staff does not recommend this alternative because these corrections are necessary to ensure clarity and accuracy within the Municipal Code.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE PROPOSED AMENDMENTS TO TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 16, ARTICLE 1, SECTION 02, SUBSECTION (A) REGARDING COST RECOVERY ENFORCEMENT AUTHORITY; TITLE 5, CHAPTER 19, ARTICLE 1 "TITLE" SECTION REGARDING ADULT ENTERTAINMENT; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 01 REGARDING ADULT ENTERTAINMENT PURPOSE; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 02 REGARDING ADULT ENTERTAINMENT PERFORMER PERMIT; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 04, SUBSECTION (C) REGARDING ADULT ENTERTAINMENT APPLICATION DENIAL AUTHORITY; TITLE 6, CHAPTER 1, ARTICLE 1, SECTION 13, SUBSECTIONS (B), (C), AND (D) REGARDING EXCEPTIONS – FANCY, RACING AND SPORTING PIGEONS; TITLE 6, CHAPTER 5, ARTICLE 4, SECTION 02 REGARDING CONNECTION FEES; TITLE 7, CHAPTER 2, ARTICLE 2, SECTION 02, SUBSECTION (A) REGARDING STREET IMPROVEMENTS AND DEDICATIONS REQUIRED; TITLE 8, CHAPTER 4, SECTION 16 REGARDING FIXING QUESTIONED HOUSE AND BUILDING NUMBERING; TITLE 9, CHAPTER 1, ARTICLE 1, SECTION 11 REGARDING GENERAL PROVISION RULES FOR INTERPRETATION; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 02, SUBSECTION (C) REGARDING ADULT ENTERTAINMENT LOCATION AND SITE REQUIREMENTS; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 02, SUBSECTION (F) REGARDING REGULATIONS SPECIAL PROVISIONS FOR ADULT BUSINESS PERMIT APPLICATION; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 03, SUBSECTION (C) REGARDING AFFORDABLE HOUSING DENSITY BONUS APPLICATION PROCEDURES; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 08, SUBSECTION (A) REGARDING EXCEPTIONS TO HEIGHT LIMITS IN ANY RESIDENTIAL DISTRICT; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 25,	}	RESOLUTION NO. -CS

SUBSECTION (B)(1) REGARDING CARGO CONTAINERS PERMIT REQUIREMENTS AND EXCEPTIONS FOR TEMPORARY USE; TITLE 9, CHAPTER 2, ARTICLE 5, SECTION 06, SUBSECTION (K) REGARDING SIGN STANDARDS FOR TEMPORARY SIGNS; TITLE 9, CHAPTER 3, ARTICLE 2, SECTION 02 REGARDING RESIDENTIAL USE DISTRICT CLASSIFICATIONS; TITLE 9, CHAPTER 3, ARTICLE 2, SECTION 03 REGARDING RESIDENTIAL DISTRICTS PROPERTY DEVELOPMENT REGULATIONS; TITLE 9, CHAPTER 3, ARTICLE 4, SECTION 03 REGARDING INDUSTRIAL DISTRICTS PROPERTY DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 3, ARTICLE 5, SECTION 03 REGARDING PUBLIC AND SEMI-PUBLIC DISTRICTS PROPERTY DEVELOPMENT REGULATIONS; TITLE 9, CHAPTER 4, ARTICLE 1, SECTION 07, SUBSECTION (B) REGARDING DOWNTOWN OVERLAY REGULATIONS FOR INDUSTRIAL RESIDENTIAL DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 1, SECTION 08, SUBSECTION (B); REGARDING OVERLAY DISTRICT REGULATIONS – OFFICE RESIDENTIAL DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 2, SECTION 04, SUBSECTION (C) REGARDING NONDISCRETIONARY EMERGENCY SHELTER PERMIT APPLICATION STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 2, SECTION 05 "INTRODUCTORY PARAGRAPH" REGARDING NONDISCRETIONARY EMERGENCY SHELTER PERMIT APPLICATION; TITLE 9, CHAPTER 5, ARTICLE 1, SECTION 12 REGARDING ADMINISTRATION PERMIT APPLICATIONS, HEARINGS, AMENDMENTS AND SPECIAL APPEALS; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 10, SUBSECTION (D) REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMITS BUILDING REVIEW; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 15 REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMIT TIME LIMITS FOR DEVELOPMENT OF PROPERTY AND USES; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 17 REGARDING MINOR

ADMINISTRATIVE AND MINOR DISCRETIONARY PERMIT OUTDOOR DINING PERMIT REQUIRED; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 18 REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMIT AUTHORITY TO ISSUE OUTDOOR DINING PERMITS; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 23, SUBSECTION (A) REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMIT ALCOHOLIC BEVERAGE RESTRICTIONS; TITLE 9, CHAPTER 5, ARTICLE 4, SECTION 04, SUBSECTION (A) REGARDING MINOR EXCEPTIONS – FINDINGS – SPECIAL CIRCUMSTANCES; AND TITLE 9, CHAPTER 5 ARTICLE 7, SECTION 09, SUBSECTIONS (B) AND (C) REGARDING PREZONING AND ANNEXATION AREA WIDE PLANNING REQUIREMENTS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) (GENERAL RULE) OF THE CEQA GUIDELINES

WHEREAS, minor technical changes are needed in various sections of the Municipal Code to ensure clarity and accuracy; and

WHEREAS, the proposed amendments are consistent with the General Plan and do not have the potential to cause a significant effect on the environment; and

WHEREAS, the California Environmental Quality Act (CEQA) does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; and

WHEREAS, the City Council of the City of Turlock considered the action in light of these provisions and the public testimony given at a publicly noticed meeting conducted on August 9, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that the proposed amendments to the Turlock Municipal Code are consistent with the Turlock General Plan and its Environmental Impact Report, and are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (General rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may significant effect on the environment).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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 AMENDING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 16, ARTICLE 1, SECTION 02, SUBSECTION (A) REGARDING COST RECOVERY ENFORCEMENT AUTHORITY; TITLE 5, CHAPTER 19, ARTICLE 1 "TITLE" SECTION REGARDING ADULT ENTERTAINMENT; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 01 REGARDING ADULT ENTERTAINMENT PURPOSE; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 02 REGARDING ADULT ENTERTAINMENT PERFORMER PERMIT; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 04, SUBSECTION (C) REGARDING ADULT ENTERTAINMENT APPLICATION DENIAL AUTHORITY; TITLE 6, CHAPTER 1, ARTICLE 1, SECTION 13, SUBSECTIONS (B), (C), AND (D) REGARDING EXCEPTIONS – FANCY, RACING AND SPORTING PIGEONS; TITLE 6, CHAPTER 5, ARTICLE 4, SECTION 02 REGARDING CONNECTION FEES; TITLE 7, CHAPTER 2, ARTICLE 2, SECTION 02, SUBSECTION (A) REGARDING STREET IMPROVEMENTS AND DEDICATIONS REQUIRED; TITLE 8, CHAPTER 4, SECTION 16 REGARDING FIXING QUESTIONED HOUSE AND BUILDING NUMBERING; TITLE 9, CHAPTER 1, ARTICLE 1, SECTION 11 REGARDING GENERAL PROVISION RULES FOR INTERPRETATION; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 02, SUBSECTION (C) REGARDING ADULT ENTERTAINMENT LOCATION AND SITE REQUIREMENTS; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 02, SUBSECTION (F) REGARDING REGULATIONS SPECIAL PROVISIONS FOR ADULT BUSINESS PERMIT APPLICATION; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 03, SUBSECTION (C) REGARDING AFFORDABLE HOUSING DENSITY BONUS APPLICATION PROCEDURES; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 08, SUBSECTION (A) REGARDING EXCEPTIONS TO HEIGHT LIMITS IN ANY RESIDENTIAL DISTRICT; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 25, SUBSECTION (B)(1) REGARDING CARGO

ORDINANCE NO. -CS

CONTAINERS PERMIT REQUIREMENTS AND EXCEPTIONS FOR TEMPORARY USE; TITLE 9, CHAPTER 2, ARTICLE 5, SECTION 06, SUBSECTION (K) REGARDING SIGN STANDARDS FOR TEMPORARY SIGNS; TITLE 9, CHAPTER 3, ARTICLE 2, SECTION 02 REGARDING RESIDENTIAL USE DISTRICT CLASSIFICATIONS; TITLE 9, CHAPTER 3, ARTICLE 2, SECTION 03 REGARDING RESIDENTIAL DISTRICTS PROPERTY DEVELOPMENT REGULATIONS; TITLE 9, CHAPTER 3, ARTICLE 4, SECTION 03 REGARDING INDUSTRIAL DISTRICTS PROPERTY DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 3, ARTICLE 5, SECTION 03 REGARDING PUBLIC AND SEMI-PUBLIC DISTRICTS PROPERTY DEVELOPMENT REGULATIONS; TITLE 9, CHAPTER 4, ARTICLE 1, SECTION 07, SUBSECTION (B) REGARDING DOWNTOWN OVERLAY REGULATIONS FOR INDUSTRIAL RESIDENTIAL DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 1, SECTION 08, SUBSECTION (B); REGARDING OVERLAY DISTRICT REGULATIONS – OFFICE RESIDENTIAL DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 2, SECTION 04, SUBSECTION (C) REGARDING NONDISCRETIONARY EMERGENCY SHELTER PERMIT APLICATION STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 2, SECTION 05 "INTRODUCTORY PARAGRAPH" REGARDING NONDISCRETIONARY EMERGENCY SHELTER PERMIT APPLICATION; TITLE 9, CHAPTER 5, ARTICLE 1, SECTION 12 REGARDING ADMINISTRATION PERMIT APPLICATIONS, HEARINGS, AMENDMENTS AND APPEALS; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 10, SUBSECTION (D) REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMITS BUILDING REVIEW; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 15 REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMIT TIME LIMITS FOR DEVELOPMENT OF PROPERTY AND USES; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 17 REGARDING MINOR ADMINISTRATIVE AND MINOR

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WHEREAS, minor technical corrections are needed in various sections of the Municipal Code to ensure clarity and accuracy; and

WHEREAS, the Turlock Planning Commission reviewed the proposed amendments at their July 7, 2016 meeting and unanimously recommended approval of the proposed amendments; and

WHEREAS, after a properly noticed public hearing held on August 9, 2016, the City Council determined as follows:

1. That the public necessity, convenience and general welfare support the proposed amendments.

2. That the proposed amendments are consistent with the Turlock General Plan.

WHEREAS, on August 9, 2016, the City Council of the City of Turlock determined that the approval of this Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) by approving City Council Resolution 2016-XX..

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 4, Chapter 16, Article 1, Section 02, Sub-Section (a) is hereby amended to read as follows:

4-16-102 Authority.

(a) Authorized Official. The ~~Community Development Director~~ Development Services Director, the Municipal Services Director, the Police Chief, the Fire Chief, the Parks, Recreation and Public Facilities Director, their authorized designees and the Neighborhood Preservation Officer are each an Authorized Official for purposes of this chapter.

SECTION 2. AMENDMENT: Title 5, Chapter 19, Article 1 "Title" Section is hereby amended to read as follows:

Chapter 5-19
~~LIVE~~ ADULT ENTERTAINMENT

Sections:

Article 1. ~~Live~~ Adult Entertainment

5-19-101 Purpose.

5-19-102 Adult business performer permit: Required.

5-19-103 Application.

5-19-104 Investigation and action on application.

5-19-105 Suspension or revocation of adult business performer permits.

SECTION 3. AMENDMENT: Title 5, Chapter 19, Article 1, Section 01 is hereby amended to read as follows:

5-19-101 Purpose.

The purpose of this chapter is to regulate adult businesses offering ~~live~~ adult entertainment as defined in Section ~~9-5-201(a)(4)~~ 9-2-102 of this Code, because, unless regulated, such businesses may result in secondary effects on the community such as prostitution, drug dealing, and other law enforcement problems as well as related public health problems.

(894-CS, Enacted, 04/11/1996)

SECTION 4. AMENDMENT: Title 5, Chapter 19, Article 1, Section 02 is hereby amended to read as follows:

5-19-102 Adult business performer permit: Required.

No person shall engage in or participate in any live performance depicting specified anatomical areas or involving specified sexual activities in an adult business as defined by Title 9, ~~Chapter 5, Section 201~~ Chapter 2, Section 102, without a valid adult business performer permit issued by the City. All persons who have been issued an adult business permit shall promptly supplement the information provided as part of the application for the permit required by Section ~~9-5-502~~ 9-2-102, with the names of all performers required to obtain an adult business performer permit, within thirty (30) days of any change in the information originally submitted. Failure to submit such changes shall be grounds for suspension of the adult business permit.

(894-CS, Enacted, 04/11/1996)

SECTION 5. AMENDMENT: Title 5, Chapter 19, Article 1, Section 04, Sub-Section (c) is hereby amended to read as follows:

5-19-104 Investigation and action on application.

(c) The Police Chief shall deny the application for any of the following reasons:

(1) The applicant has knowingly made any false, misleading, or fraudulent statement of a material fact in the application for a permit or in any report or document required to be filed with the application;

(2) The applicant is under eighteen (18) years of age;

(3) The adult business employee permit is to be used for performing in a business prohibited by State or City law.

(4) The applicant has been registered in any state as a prostitute.

(5) The applicant has been convicted of any of the offenses enumerated in Section ~~9-5-601(d)~~ 5-19-103(b) or convicted of an offense outside the State of California that would have constituted any of the described offenses if committed within the State of California. A permit may be issued to any person convicted of the described crimes if the conviction occurred more than five (5) years prior to the date of the application.

SECTION 6. AMENDMENT: Title 6, Chapter 1, Article 1, Section 13, Sub-Sections (b), (c), and (d) are hereby amended to read as follows:

6-1-113 Exceptions: Fancy, racing, and sporting pigeons.

(b) Conditions.

The keeping, breeding, maintenance and flying of pigeons shall be permitted in any zoning district in the City subject to the following conditions:

(1) No person shall keep or maintain more than fifty (50) (exercising) mature pigeons on any single lot.

(2) All pigeons shall be fitted with a leg band approved by the National Pigeon Association, the American Pigeon Club, the Rare Breeds Pigeon Club, or similar nationally recognized pigeon organization.

(3) The loft shall be of sufficient size and design, and constructed of such material, that it can be maintained in a clean and sanitary condition.

(4) There shall be at least one (1) square foot of floor space in any loft for each mature pigeon kept therein.

(5) The construction and location of any loft shall not constitute a nuisance or be detrimental to the public safety, health, and welfare of the neighborhood and community. Furthermore, the loft shall be compatible in scale and design with adjacent structures, including those on adjoining properties. Any loft shall be constructed on the back one-half (1/2) of the property and shall comply with the provisions of TMC 9-2-101: Accessory buildings ~~and uses~~ or structures. No loft shall be located closer than fifty feet (50') from any building used for human habitation.

(6) All feed for the pigeons shall be stored in such containers to protect against intrusion by rodents and other vermin.

(7) The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations. The owner shall take any and all steps necessary to prevent fly breeding, fleas and rodents.

(8) Waste material shall not be a source of odor and shall be disposed of in an approved manner.

(9) No dead animals shall be buried on the premises.

(10) All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition; and at no time shall pigeons be allowed to perch or linger on buildings or fences, or other common or private property, including that of others.

(11) All pigeons shall be fed within the confines of the loft.

(12) No one shall release pigeons to fly for exercise, training or competition except in compliance with the following provisions:

(i) The owner of the pigeons must be a member in good standing of an organized pigeon club, such as the American Racing Pigeon Union, Inc., the International Federation of Racing Pigeon Fanciers, the National Pigeon Association, the American Tippler Society, the International Roller Association, the Rare Breeds Pigeon Club, California State Racing Pigeon Organization, or a local club which has rules that will help preserve the peace and tranquility of the neighborhood.

(ii) Pigeons will not be released for flying which have been fed within the previous four (4) hours.

(iii) Pigeons shall be banded and registered with one of the national pigeon associations/registries.

(13) All lofts shall be periodically inspected for compliance with the provisions of this section and for compliance with the terms of any permit.

(c) Permit required. The keeping of pigeons may be authorized at the discretion of the ~~Community Development Director~~ Development Services Director and Chief of Police, or designee(s) pursuant to a permit applied for and issued in accordance with TMC 9-5-307 through ~~9-5-314~~ 9-5-315. Any Minor Discretionary Permit shall be issued to the owner and shall remain in full force and effective unless suspended or revoked, or unless the use of the loft is discontinued for a period of one (1) year. A fee shall be paid by the applicant to cover the costs of processing and administering the permit application. Such fee shall be set by Council resolution, and may be amended from time to time.

(d) Permit revocation. The ~~Community Development Director~~ Development Services Director shall revoke any permit to keep pigeons if it has been determined that said pigeons have become a public nuisance. The keeping of pigeons on a particular property shall be deemed a public nuisance if two (2) complaints of noise, odor, or failure to comply with the provisions of this Code are filed from separate households.

(Ord. 1003-CS, Added, 06/26/2003)

SECTION 7. AMENDMENT: Title 6, Chapter 5, Article 4, Section 02 is hereby amended to read as follows:

6-5-402 Connection fees.

(a) Fees on the following may be obtained from the City Engineer's office:

(1) Water Capital Charges - includes capital and fire hydrant (fire protection)

(i) Capital charges for water connections are based on the actual direct cost and adjusted quarterly based on the Engineering News Record Construction Cost Index for the San Francisco Area (ENR) of 615.36, as of March 1, 2004, to be adjusted quarterly.

Meter Size (in.)	Connection Fee per Meter Size	
1" or less	$	2,048.00
1-1/2"	$	6,554.00
2"	$	8,193.00
3"	$	18,434.00
4"	$	51,205.00
6"	$	102,410.00
8"	$	180,242.00
10"	$	286,748,00

(ii) For definition of low, medium, or high residential density see ~~Article 9, Chapter 3 of Title 9 (9-3-200)~~ Article 2 of Chapter 3 of Title 9 (9-3-201).

(2) Water Front Footage Charges

(i) Charges for water lines or assessment fees shall be based on the Engineering News Record Construction Cost Index for the San Francisco Area (ENR). The rate to be paid as of March 1, 2004, based on ENR Index of 615.36, to be adjusted quarterly, shall be:

(aa) Single Family Dwelling: Twenty-five and no/100ths ($25.00) Dollars per front foot of street frontage (for the purpose of this section, the frontage of corner lots shall be the sum of the two frontages less 100 feet).

(ab) All other developments: Twenty-Five and no/100ths ($25.00) Dollars per front foot of street frontage of the property plus Twenty-Five and no/100ths ($25.00) Dollars per front foot of the property located adjacent to or abutting an alley, court, place, easement or other non-street right-of-way in which there is an existing water line at the time of development.

(1026-CS, Amended, 06/26/2004; 1019-CS, Added, 02/12/2004)

SECTION 8. AMENDMENT: Title 7, Chapter 2, Article 2, Section 02, Sub-Section (a) is hereby amended to read as follows:

7-2-202 Improvements and dedications required.

(a) All street work, including curbs, gutters, sidewalks, paveouts, street trees, fire hydrants, electroliers, drainage improvements, and drive-way approaches, shall be provided along all street frontages of property, and all necessary easements shall be dedicated for such purposes, and underground pipelines or fencing for canals adjacent to the property on which the work is being done shall be constructed or installed as determined by the City Engineer as follows:

(1) For all new buildings or structures, for property development, including parking lots, for any building or structure altered or expanded, except single-family residences, for which additions or alterations over the five (5) year period prior to the issuance of a building permit equal twenty-five (25%) percent or more of the replacement value;

(2) For all single-family residences structurally altered or expanded for which alterations or expansions over the five (5) year period prior to the issuance of the building permit equal twenty-five (25%) percent of the replacement value, except that an owner-occupied single-family residence with less than 1,200 square feet of living space may be expanded to 1,800

square feet before the provisions of this section shall be operative. "Replacement value," as used in this subsection, shall mean the value of the structure as determined by the Building Official using the same valuation schedule used in determining the valuation of the proposed work; and

(3) For any building or property in or on which there is a change of use, as defined in ~~Section 9-2-242 of Article 2 of chapter 2 of Title 9~~ Section 9-1-202 of Article 2 of Chapter 1 of Title 9 of this Code, except in special circumstances.

SECTION 9. AMENDMENT: Title 8, Chapter 4, Section 16 is hereby amended to read as follows:

8-4-16 Fixing questioned numbers.

In the event there is doubt, or where a question arises as to the proper number to be assigned to any building, the ~~Community Development Director~~ Development Services Director shall decide the question and fix the number of such lot or building, subject to appeal by written notice to the Council.

(1121-CS, Amended, 07/23/09. Formerly 8-4-15)

SECTION 10. AMENDMENT: Title 9, Chapter 1, Article 1, Section 11 is hereby amended to read as follows:

9-1-111 Rules for interpretation. Revised 6/15

(a) **Zoning regulations.** Where uncertainty exists regarding the interpretation of any provisions of this title or its application to a specific site, the ~~Community Development Director~~ Development Services Director shall determine the intent of the provision.

(b) **Zoning map.** Where uncertainty exists regarding the boundary of a zoning district, the following rules shall apply:

(1) Where boundaries are indicated as following streets or other rights-of-way, the center lines of such streets or rights-of-way shall be construed to be such boundaries.

(2) Where boundaries are indicated as approximately following parcel lines, such parcel lines shall be construed to be such boundaries.

(3) In the event uncertainty exists or in the case where a district boundary divides a parcel, the Planning Commission, upon a written application or upon its own motion, shall determine the exact location of such boundaries.

(c) **Record of interpretation.** The ~~Community Development Director~~ Development Services Director shall keep a record of interpretations made pursuant to this title which shall be made available to the public for review.

(d) **Appeals.** An interpretation of the zoning regulations or zoning map by the ~~Community Development Director~~ Development Services Director may be appealed to the Planning Commission.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 11. AMENDMENT: Title 9, Chapter 2, Article 1, Section 02, Subsection (c) is hereby amended to read as follows:

9-2-102 Adult entertainment facilities. Revised 6/15

(c) **Location and site requirements.**

(1) Adult businesses shall not be located within five hundred (500') feet of the following whether or not located within the City:

(i) Any real property located in an agricultural, residential or~~,~~ commercial ~~or industrial~~ district, including the agricultural (A), residential estate (R-E), low density residential (R-L), medium density residential (R-M), high density residential (R-H), community office (C-O), planned development (PD), community commercial (C-C), heavy commercial/light industrial (C-H) zoning districts; and

(ii) Any public or private school; and

(iii) Any church, chapel, or other publicly recognized place of worship; and

(iv) Any park or building used by the public and owned by a public entity; and

(v) Any residence in any zoning district; and

(vi) Any parcel of land owned by a school district, church, chapel, or public entity;

(2) Adult businesses shall not be located within one thousand (1,000') feet of any other adult business;

(3) Adult businesses ~~may~~ shall be located in the I (Industrial) and I-BP (Industrial Business Park) ~~-~~zoning district~~s~~; and

(4) The distances specified in this section shall be measured in a straight line, without regard to intervening structures, or geological features from the nearest point of the property line in which the proposed adult business is to be established to the nearest property line of a use or zoning district listed above.

SECTION 12. AMENDMENT: Title 9, Chapter 2, Article 1, Section 02, Subsection (f) is hereby amended to read as follows:

9-2-102 Adult entertainment facilities. Revised 6/15

(f) **Adult business permit application: Contents.** An application for an adult business permit shall include the following:

(1) Name, permanent address, and telephone number of applicant.

(2) The name, business address, and telephone number for the applicant. If the applicant is a corporation, the name shall be exactly as set forth in its articles of incorporation, and the applicant shall show the name and residence address of each of the officers, directors, and each stockholder owning twenty-five (25%) percent or more of the stock of the corporation. If the applicant is a partnership, the application shall show the name and residence address of each of the members, including limited partners.

(3) Name(s) and address(es) of the property owner(s).

(4) Assessor's parcel number(s).

(5) Legal description of the property.

(6) A site development plan drawn at the scale specified by the ~~Community Development Director~~ Development Services Director, which includes the following information:

(i) Location of all existing buildings, structures, and improvements on the property;

(ii) Location of all proposed buildings, structures, and improvements on the property;

(iii) Existing and proposed streets and highways bordering and within the boundaries of the property;

(iv) Location of existing and proposed parking areas;

(v) Proposed landscaping;

(vi) North arrow;

(vii) Scale.

(7) Elevations and floor plans of proposed buildings or structures including any existing or proposed signs related to the adult business drawn to scale.

(8) A narrative description of the proposed use or development including:

(i) Description of the nature of the proposed use or development and an explanation of how the proposed business will satisfy the applicable requirements set forth in this chapter.

(9) A letter of consent signed and notarized from all property owners.

(10) A vicinity map showing specific land uses (houses, churches, public buildings, parcel lines, parcel sizes, etc.) for a one thousand five hundred (1,500') foot radius of the subject site.

(11) The fee prescribed by the City Council of the City of Turlock by ordinance or resolution for processing the application.

SECTION 13. AMENDMENT: Title 9, Chapter 2, Article 1, Section 03, Subsection (c) is hereby amended to read as follows:

9-2-103 Affordable housing density bonus. Revised 6/15

(c) **Application procedures.** The application for a density bonus, incentive, or concession shall be submitted with the first application for approval of a housing development and shall be processed concurrently with any other planning permit required for the housing development. The application shall be submitted on form and contain such information and support data as prescribed by the ~~Community Development Director~~ Development Services Director. The application shall contain sufficient information to make the required determinations and findings defined in Section 65915 of the Government Code.

SECTION 14. AMENDMENT: Title 9, Chapter 2, Article 1, Section 08, Subsection (a) is hereby amended to read as follows:

9-2-108 Exceptions to height limits. Revised 6/15

(a) **In any R district.**

(1) Spires, cupolas, chimneys, radio and television antennas, and similar accessory structures shall be subject to setback regulations for the zoning district in which they are located. When such structure complies with the other development regulations stated for the zoning district and which do not exceed twenty-five (25%) percent of the district height limit or fifty (50') feet, whichever is greater, may be allowed upon obtaining an approved minor administrative approval (MAA) as set forth in Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits).

(2) Towers, water tanks, flagpoles, and other necessary mechanical appurtenances covering not more than ten (10%) percent of the ground area covered by the structure to which they are accessory may be permitted provided they do not exceed ~~twenty-five (25%) percent of~~ the district height limit by more than twenty-five percent (25%) or fifty (50') feet, whichever is greater, upon obtaining an approved Minor Administrative Approval (MAA) as set forth in Article 3 of Chapter 9-5: Minor Administrative and Minor Discretionary Permits.

(3) Any structure in an R district exceeding twenty-five (25%) percent of the district height limit or fifty (50') feet, whichever is greater, may be permitted only upon approval of a conditional use permit by the Planning Commission.

SECTION 15. AMENDMENT: Title 9, Chapter 2, Article 1, Section 25, Subsection (b)(1) is hereby amended to read as follows:

9-2-125 Cargo containers. Revised 6/15

(b) **Permit requirements and exceptions.**

(1) **Temporary use.**

(i) No cargo container permit shall be required when the cargo container is used during construction and a valid building permit is active for the property; provided, that all applicable conditions in subsections (d)(1)(i) through (iv) of this section are met.

(ii) No cargo container permit shall be required to place a cargo container on private property for a period of three (3) months or less; provided, that all ~~applicable~~ conditions of approval applicable to the zoning district listed in subsection (d) of this section are met. For residential uses only, such cargo containers are not required to be screened and may be placed in the front yard on a paved driveway so long as the cargo container does not encroach into the landscaped area, onto sidewalks, or into public rights-of-way, and there is sufficient room to open the garage door to allow access and egress in case of emergency.

(iii) A temporary use of land permit shall be obtained pursuant to Article 5 of Chapter 9-5 TMC (Temporary Uses of Land) for a period of greater than three (3) months but no more than one (1) year; provided, that all of the conditions of approval applicable to the zoning district listed in subsection (d) of this section are met, with the exception that cargo containers screened from public view from the public right-of-way or an adjacent property shall not be required to meet the design requirements of subsection (d)(1)(xi) of this section.

(iv) The cargo container must be removed immediately upon completion of the temporary term or upon expiration or finalization of the building permit.

SECTION 16. AMENDMENT: Title 9, Chapter 2, Article 5, Section 06, Subsection (k) is hereby amended to read as follows:

9-2-506 Sign standards. Revised 6/15

(k) **Temporary signs.** Temporary signs may be erected any place a permanent sign may be located and at locations approved by the Development Services Director. All temporary signs shall comply with the height, location, and area requirements of this article. Temporary signs may be permitted subject to first obtaining a sign permit and complying with the following conditions:

(1) A sign permit shall have been obtained from the Development Services Director who, prior to the issuance of such permit, shall have determined that the proposed location, method of installation, and support of the temporary sign will not endanger the public health, welfare, or safety.

(2) A temporary sign to advertise a commercial business or activity shall be allowed on any commercially zoned property not to exceed a total of sixty (60) days in one (1) calendar year.

(3) Banners or similar temporary signs which announce a civic or charitable activity may be allowed in the public right-of-way with the consent and subject to the conditions of the ~~Community Development Director~~ Development Services Director.

(4) A temporary sign advertising a religious, charitable, cultural, or educational organization or activity in a residential district shall be allowed provided:

(i) The total display service area of the sign does not exceed thirty-six (36) square feet;

(ii) The sign does not exceed six (6') feet in height; and

(iii) The sign is located at least five (5') feet inside the property line in residentially zoned areas and at least two (2') feet inside the property line in other areas.

SECTION 17. AMENDMENT: Title 9, Chapter 3, Article 2, Section 02 is hereby amended to read as follows:

9-3-202 Use classifications. Revised 6/15

In the following schedule, the letter "P" designates use classifications permitted in R districts, the letters "NP" designate use classifications not permitted, the letters "MAA" designate use classifications allowed on approval of a minor administrative approval, the letters "MDP" designate use classifications allowed on approval of a minor discretionary permit, and the letters "CUP" designate use classifications allowed on approval of a conditional use permit.

All new or expanded uses of a site or structure shall obtain the necessary permits as indicated in the following schedule.

Any change in use or business within an existing structure which does not require an approved conditional use permit shall obtain a zoning certificate in accordance with Article 2 of Chapter 9-5 TMC, Zoning Certificates and Home Occupation Permits. The zoning certificate shall be obtained prior to the issuance of a building permit or prior to commencement of a use where no building permit is required.

Uses not contained in the following schedule may be permitted subject to a conditional use permit. Such conditional uses must be of a similar nature and intensity as other uses in the district as determined by the Development Services Director or designee.

R DISTRICTS (Residential Districts)

USE CLASSIFICATIONS

P Permitted

NP Not Permitted

PD Planned Development

CUP Conditional Use Permit

MDP Minor Discretionary Permit

MAA Minor Administrative Approval

	R-E	R-L	R-L4.5	R-M	R-H	Additional Use Regulations
Agricultural Uses						
Community garden	CUP	CUP	CUP	CUP	CUP	(1)
Crop production	P	P	P	P	P	(1)
Domesticated animals	P	P	P	P	P	(2)
Residential Uses						
Condominiums	PD	PD	PD	PD	PD	
Family day care home						
Small	P	P	P	P	P	(3) (13)
Large	MAA	MAA	MAA	MAA	MAA	(3) (13)
Group homes	P	P	P	P	P	(9)
Group quarters	NP	CUP	CUP	MDP	MDP	
Emergency shelter	NP	CUP	CUP	CUP	CUP	
Home occupations	P	P	P	P	P	(4)
Manufactured housing	P	P	P	MDP	CUP	(15)
Mobile home parks	NP	CUP	CUP	CUP	CUP	(8)
Multifamily dwellings	NP	NP	NP	MDP	MDP	(10)
Residential care facilities						
Large	CUP	CUP	CUP	CUP	CUP	
Small	P	P	P	P	P	(9)

R DISTRICTS (Residential Districts)

USE CLASSIFICATIONS

P Permitted

NP Not Permitted

PD Planned Development

CUP Conditional Use Permit

MDP Minor Discretionary Permit

MAA Minor Administrative Approval

	R-E	R-L	R-L4.5	R-M	R-H	Additional Use Regulations
Second dwellings	P	P	P	P	P	(5)
Single-family dwellings	P	P	P	P	P	(10)
Commercial Uses						
Neighborhood store	NP	MDP	MDP	MDP	MDP	
All other commercial uses	NP	NP	NP	NP	NP	
Public and Semipublic Uses						
Airports and heliports	CUP	NP	NP	NP	NP	
Cemeteries/crematories	CUP	CUP	CUP	CUP	CUP	
Religious assembly	CUP	CUP	CUP	CUP	CUP	(12)
Convalescent hospitals	NP	NP	NP	MDP	MDP	
Cultural institutions	NP	NP	NP	NP	NP	
Day care centers	CUP	CUP	CUP	CUP	CUP	
Golf course/driving range	CUP	CUP	CUP	CUP	CUP	
Park and recreation facilities	MDP	MDP	MDP	MDP	MDP	
Public buildings and facilities	MDP	MDP	MDP	MDP	MDP	

R DISTRICTS (Residential Districts)

USE CLASSIFICATIONS

P Permitted

NP Not Permitted

PD Planned Development

CUP Conditional Use Permit

MDP Minor Discretionary Permit

MAA Minor Administrative Approval

	R-E	R-L	R-L4.5	R-M	R-H	Additional Use Regulations
Schools, public/private	CUP	CUP	CUP	CUP	CUP	
Utilities						
Major	CUP	CUP	CUP	CUP	CUP	
Minor	MAA	MAA	MAA	MAA	MAA	
Industrial Uses	NP	NP	NP	NP	NP	
Accessory Structures and Uses						
Accessory buildings and structures	P	P	P	P	P	(6)
Animals, household	P	P	P	P	P	(2) (7)
Kennels	MDP	NP	NP	NP	NP	(11)
Temporary Uses	See Article 5 of Chapter 9-5 TMC (Temporary Uses of Land). Construction trailers and sales office trailers may be located on the project site after required planning permits and approvals have been obtained. The trailer(s) must be removed upon completion of the applicable construction project. For sales office trailers, (1) landscaping shall be provided around the base of the trailer and between the public right-of-way and the trailers location; and (2) parking spaces shall be paved.					

(1) See TMC 9-1-202 (Definitions).

(2) The keeping of domesticated animals may be kept as an accessory use to a residence, subject to the requirements of TMC 6-1-105.1 (Other domesticated animals), only in the following zoning districts: agriculture (A) and residential estate (R-E).

(3) See TMC 9-2-110 (Family day care home).

(4) See Article 2 of Chapter 9-5 TMC (Zoning Certificates and Home Occupation Permits).

(5) See TMC 9-2-119 (Second dwelling units). In the R-M and R-H districts, a second unit may be constructed to the R-L standards when only one (1) other dwelling (i.e., the primary residence) is located on the same property.

(6) See TMC 9-2-101 (Accessory buildings or structures). Accessory structures will require a minor administrative or minor discretionary permit if required by the principal use.

(7) The keeping of household pets is subject to TMC 6-1-105.

(8) See TMC 9-2-111 (Mobile home development).

(9) State-licensed group homes, foster homes, residential care facilities, and similar State-licensed facilities, ~~regardless of the number of occupants~~ with six (6) or fewer occupants, are deemed permitted by right in a residential zoning district, pursuant to State and Federal law.

(10) Employee, supportive, and transitional housing serving six (6) or fewer people is permitted as a single-family dwelling. Transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

(11) Kennels are subject to TMC ~~6-1-105~~ Article 4 of Chapter 6-1 TMC.

(12) A structure allowed as a religious assembly building may be used for a temporary homeless shelter if the following requirements are met:

(i) There is a valid conditional use permit for the structure used for religious assembly purpose;

(ii) No rent or fees of any kind are charged for the service offered to homeless persons;

(iii) The facility that is used to house homeless persons accommodates a maximum of six (6) persons at any one (1) time;

(iv) Homeless persons reside at the facility a maximum of sixty (60) days;

(v) Occupancy by homeless persons at the facility commences upon the religious assembly use receiving a certificate of occupancy.

(13) The garage of a single-family residence, which is considered the required parking spaces for such use, may be converted into habitable space as defined by the California Building Code to accommodate the use of the dwelling as a large family day care upon satisfying the findings and conditions set forth in TMC 9-2-110. The condition may remain until such time as the dwelling unit is no longer used for day care, residential care, or other similar uses licensed by the State of California (Community Care Licensing). Upon cessation of that use, or prior to the dwelling unit being sold, the converted garage shall be returned to its original state so that off-street parking is provided pursuant to TMC 9-2-209.

(14) Minor utilities shall not interfere with the use, enjoyment, or aesthetics of adjacent uses.

(15) Manufactured housing shall be subject to architectural review to ensure compatibility with adjacent residential buildings in terms of scale, height, and exterior design and treatment as provided in the design guidelines, including but not limited to roof pitch and style, window and door detailing, exterior materials, textures, colors, and finishes.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 18. AMENDMENT: Title 9, Chapter 3, Article 2, Section 03 is hereby amended to read as follows:

9-3-203 Property development regulations. Revised 6/15

The following schedule prescribes the development regulations for each residential district. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to Article 3 of Chapter 9-5 TMC.

R DISTRICTS (Residential Districts) **PROPERTY DEVELOPMENT REGULATIONS**						
	R-E	**R-L**	**R-L4.5**	**R-M**	**R-H**	**Additional Regulations**
Minimum lot size (sf)	14,500	5,000	4,500	6,000	7,500	(1) (5)

R DISTRICTS (Residential Districts) **PROPERTY DEVELOPMENT REGULATIONS**						
	R-E	**R-L**	**R-L4.5**	**R-M**	**R-H**	**Additional Regulations**
Lot density ranges (unit/acre)	0.2 – 3.0	3.0 – 7.0	5.0 – 10.0	7.0 – 15.0	15.0 – 30.0	
Lot area per unit (sf)	14,500	5,000	4,500	NA	NA	(5)
Units per min. lot size	2	2	2	3	4	
Area per unit above min.	NA	NA	NA	2,000	1,200	
Lot dimensions (ft.)						
Width	100	55	40	60	75	(2)
Corner lots	60	60	45	65	80	
Depth	100	90	80	100	100	
Frontage	60	35	35	40	45	(16)
Yards						(3)
Front (ft.)	30	15	15	20	20	(7) (9) (14)
Side (ft.)	10	5	0 – 10	10 – 20	10 – 20	(7) (8) (11) (15)
Corner side (ft.)	30	15	15	15	20	(6) (9) (21)
Rear (ft.)	20	10	10	10/story	10/story	(7) (12) (15) (18) (19) (20) (22)
Maximum height (ft.)	35	35	35	35	40	(4)
Distance between structures (ft.)	10	6	6	10	10	(7)
Driveway length (from p/l)	30	20	20	20	20	(23)
Usable open space	NA	NA	900	500	500	(13)

R DISTRICTS (Residential Districts) **PROPERTY DEVELOPMENT REGULATIONS**						
	R-E	**R-L**	**R-L4.5**	**R-M**	**R-H**	**Additional Regulations**
(sf) per unit						
Common recreational open space	NA		10%	10%	10%	(17)
Landscaping	NA	30%	30%	30%	30%	(17)
Fences and walls	See (8) below.					
Additional standards	See Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility). See Article 5 of Chapter 9-2 TMC (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-101 (Accessory buildings or structures). See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-115 (Recycling and solid waste disposal regulations). Trash and refuse containers shall not be stored within the front yard or corner street yard setback areas. See TMC 9-2-120 (Underground utilities). See Article 4 of Chapter 9-2 TMC (Nonconforming Structures and Uses). See TMC 9-2-114 (Permitted locations of mobile homes, recreational vehicles, and campers). See TMC 9-2-107 (Development on lots divided by district boundaries).					

(1) See TMC 9-2-106 (Development on existing lots of record). See TMC 9-2-107 (Development on lots divided by district boundaries). Minimum lot sizes may be reduced when the exclusive use of such lots is intended for utility substations, pumping stations, and similar facilities.

(2) Lot width for lots located on a cul-de-sac is calculated at the front yard setback point.

(3) See TMC 9-2-105 (Building projections into yards).

(4) See TMC 9-2-108 (Exceptions to height limits).

(5) See TMC 9-2-103 (Affordable housing density bonus).

(6) Any corner side yard may be reduced to ten (10') feet if it does not abut the front yard of an adjacent lot.

(7) See TMC 9-2-101 (Accessory buildings or structures). For main structures, the minimum distance between structures shall increase five (5') feet per story, excluding accessory structures. Canopy structures, typically used to shade vehicles, in residential districts are prohibited in the twenty (20') foot front yard setback area. Canopies erected/installed prior to July 31, 2003, shall be allowed upon proof of date of installation; however, such canopies must be removed upon sale of the residence.

(8) The maximum height of a fence or wall shall be seven (7') feet with the following exceptions:

(i) The maximum height of a fence or wall in a required front or corner side yard shall be three (3') feet for a solid fence and four (4') feet for nonsolid fences, as long as such taller fences do not constitute a safety/visibility hazard to pedestrians or vehicles. A fence may be constructed at the back of the sidewalk within the public right-of-way with the provision that the City of Turlock or other utility may summarily remove it without compensation.

(ii) A maximum seven (7') foot fence or wall may extend five (5') feet into a corner side yard if it does not abut the front yard of an adjacent lot.

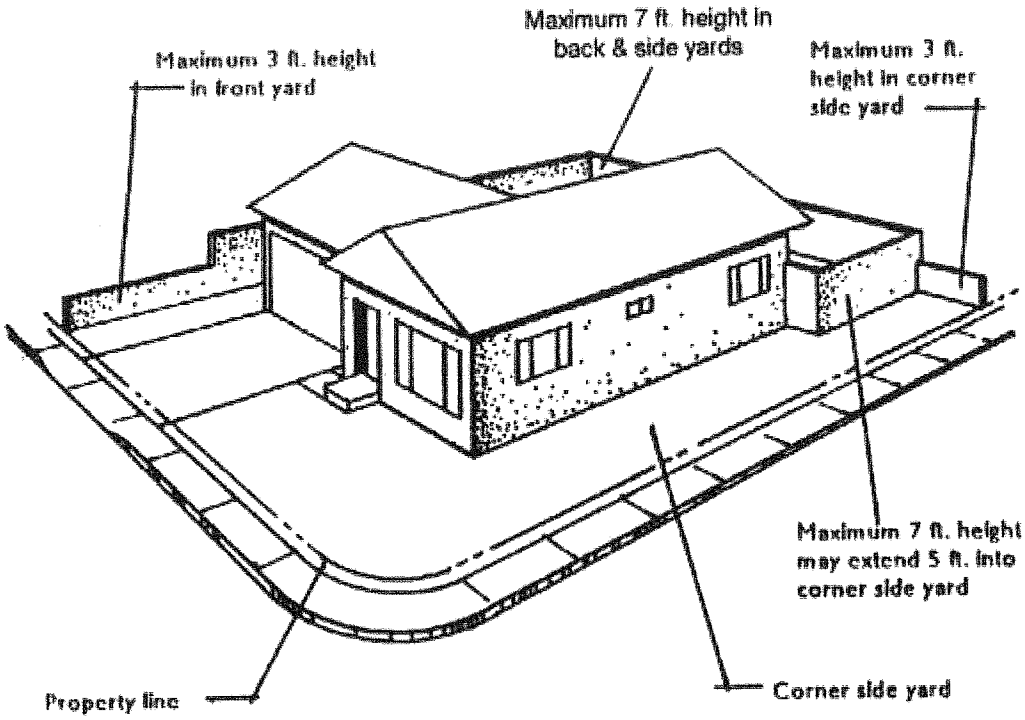
(iii) The Development Services Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Barbed wire, razor wire, electrified fencing, and similar security devices are prohibited. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).

(iv) To improve security in residential districts only, the Development Services Director may permit a fence or wall located on the rear property line to be increased ~~by up~~ to ten (10') feet when the property abuts a property owned and maintained by public utility upon approval of a minor administrative approval as set forth in Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits). This exception shall not be applied to a rear property line that abuts a public street or sidewalk.

(v) Barbed and razor wire, and electrified fences are prohibited in residential districts.

(9) Front or corner side yard setback may be reduced to the average of the two (2) adjoining lots when the adjoining lots have already been developed. In no case shall any portion of any building in a residential district be located within a public utility easement (PUE), or closer to the front property line than ten (10') feet or twenty (20') feet for garages/carports.

(10) Vehicular access. For all uses, there shall be vehicular access to the off-street parking and loading facilities from a dedicated street or alley.



FENCE HEIGHTS & SETBACKS
(This diagram is illustrative)

(11) In the R-L4.5 district, one (1) side yard may be eliminated if the opposite side yard is ten (10') feet. A five (5') foot wide easement on the lot adjacent to the eliminated side yard shall be required for building overhang, encroachments and access for building maintenance. Such easement shall be recorded prior to the recording of the final map or the issuance of any building permit, whichever occurs first. Otherwise both side yards shall be a minimum of five (5') feet. In no case shall any structure be closer than ten (10') feet from a structure on an adjoining property. In the R-L4.5 district those units which abut lots in a different zoning district shall maintain a five (5') foot adjoining side yard.

(12) In the R-L4.5 district, the rear yard may be reduced to five (5') feet for a length not to exceed one-third (1/3) of the width of the parcel.

(13) Multifamily dwelling projects (except senior housing) with twenty (20) or more units shall include an additional nine hundred (900) square feet of children's play area designed and equipped for children through the age of nine (9) years.

(14) A through lot is considered to have two (2) front yards, both of which shall be landscaped upon development of the lot. Municipal Code standards for front yards (setbacks, fencing, and the like) apply to both street frontages. On a through lot that is simultaneously a corner lot, the property owner may designate the corner side yards.

(15) In the R-M and R-H districts, a minimum side and rear yard setbacks shall be ten (10') feet for a one (1) story building. These setbacks shall be increased by five (5') feet per story to a maximum of twenty (20') feet when the property abuts an R-L district. In these cases, these setbacks shall be increased to fifteen (15') feet for a two (2) story building and to twenty (20') feet for a building that is three (3) stories or more in height.

(16) Minimum lot frontage dimension applies only to lots fronting on curvilinear streets or cul-de-sacs, and may not be used to create flag lots.

(17) See TMC 9-2-109 (Landscaping and irrigation).

(18) In the R-L zoning district, the rear yard may be reduced to five (5') feet for a length not to exceed one-third (1/3) of the width of the parcel if the rear yard abuts a public alley.

(19) A residential lot located at the end of an open-ended cul-de-sac may consider the side yard abutting the public right-of-way at the end of the open-ended cul-de-sac as an interior yard for purposes of setback measurements. Because of visibility constraints, this provision may not apply when the side yard of the lot abuts the front yard of an adjacent lot.

(20) In R-L and R-L4.5 zoning districts, and for single story structures in the R-M and R-H zoning districts, a building projection may not encroach any closer than five (5') feet to the rear property line. The width of the projection may not exceed twenty-five (25%) percent of the allowed building width. For two (2) story structures in the R-M and R-H zoning districts, building projections may extend up to six (6') feet into the rear yard, reducing the minimum rear yard to fourteen (14') feet, instead of the requisite twenty (20') feet.

(21) Where two (2) corner lots abut each other ("back-to-back") in the R-E zoning district, a twenty (20') foot corner side yard setback is required. This provision does not apply to reverse corner lots, where the rear of the lot abuts the side yard of the adjoining lot. In this circumstance, the typical thirty (30') foot setback shall apply.

(22) Single-family homes located in the R-M zoning district are not subject to the ten (10') foot per story setback regulations.

(23) A twenty (20') foot driveway is not required when a garage is accessed off a public alley. Detached garages are subject to the accessory building provisions of TMC 9-2-101 (Accessory buildings or structures) for both setbacks and height limitations. Attached garages are considered part of the main dwelling units and are, therefore, subject to the rear and/or side yard setbacks normally established for that particular zoning district.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 19. AMENDMENT: Title 9, Chapter 3, Article 4, Section 03 is hereby amended to read as follows:

9-3-403 Property development standards. Revised 6/15

The following schedule prescribes development regulations for the I (industrial) districts. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits).

I-BP and I DISTRICTS (Industrial) **PROPERTY DEVELOPMENT REGULATIONS**			
	I-BP	**I**	**Additional Use Regulations**
Lot size (sf)	15,000	15,000	(1)
Lot width (ft.)	150	150	
Lot depth (ft.)	150	150	
Lot frontage (ft.)	100	100	
Yards			(7)

I-BP and I DISTRICTS (Industrial) **PROPERTY DEVELOPMENT REGULATIONS**			
	I-BP	**I**	**Additional Use Regulations**
Front (ft.)	20	20	(2) (3) (4) (8)
Side (ft.)	0	0	(4)
Corner side (ft.)	20	20	(3) (4) (8)
Rear (ft.)	0	0	(4)
Maximum height (ft.)	None	None	
Typical FAR	0.60	0.60	(7)
Landscaping standards	7.5	5	(5) (6) (7)
Fences and walls	A seven (7') foot solid masonry wall shall be required along any property line abutting an R, C, or P-S district. The ~~Community Development Director~~ Development Services Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Barbed wire and razor wire, and other similar devices may be used on a limited basis for security or safety purposes with an MAA issued in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits); provided, that the device is not visible from the public right-of-way and is not located adjacent to a residence or residential district. Electrified fences may be permitted in accordance with TMC 9-2-126. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).		
Additional standards	See Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility). See Article 5 of Chapter 9-2 TMC (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-120 (Underground utilities). See Article 4 of Chapter 9-2 TMC (Nonconforming Structures and Uses).		

I-BP and I DISTRICTS (Industrial) **PROPERTY DEVELOPMENT REGULATIONS**			
	I-BP	**I**	**Additional Use Regulations**
	See TMC 9-2-115 (Recycling and solid waste disposal regulations). See TMC 9-2-122 (Rental storage facility).		

(1) Minimum lot sizes are not applicable when done in conjunction with an approved planned development proposal. See TMC 9-2-106 (Development on existing lots of record).

(2) Double-frontage lots shall provide front yards on each frontage except in the case of public alleys.

(3) Front and corner side yards may be reduced to ten (10') feet in I districts on lots which do not front on arterial streets.

(4) A thirty (30') foot side, front, and rear yard adjoining any R district and structures shall not intercept a forty-five (45°) degree inclined plane inward from a height of ten (10') feet above existing grade at the R district boundary line.

(5) See TMC 9-2-109 (Landscaping and irrigation).

(6) Any area between the front (and street side) property line and the building, exclusive of driveways and walkways, shall be landscaped.

(7) See TMC 9-2-122 (Rental storage facility).

(8) The required "landscape strip" in the public right-of-way (located behind the public sidewalk and adjacent to the private property line) may be counted toward the required building front yard and corner side yard setback, when constructed per City standard as defined in the Turlock General Plan and the landscape strip is maintained by the private property owner.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 20. AMENDMENT: Title 9, Chapter 3, Article 5, Section 03 is hereby amended to read as follows:

9-3-503 Development regulations. Revised 6/15

Development regulations shall be as specified by a conditional use permit issued in accordance with Article 6 of Chapter 9-5 TMC (Conditional Use Permits and Variances), or as required by a minor discretionary permit issued in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits). The Development Services Director, Planning Commission, and/or City Council, as the case may be, shall be guided by those regulations of the zoning district within closest proximity or a zoning district intended for uses similar to those proposed in the P-S district. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits).

P-S DISTRICT (Public and Semipublic District) **PROPERTY DEVELOPMENT REGULATIONS**		
	P-S	**Additional Use Regulations**
Yards		(1) (5)
Front (ft.)	10	(2) (4)
Side (ft.)	0	(3)
Corner side (ft.)	10	(2) (4)
Rear (ft.)	10	(3)
Maximum height (ft.)	None	
Landscaping	Landscaping shall be provided consistent with the standards for the abutting properties. See TMC 9-2-109 (Landscaping and irrigation).	
Fences and walls	A seven (7') foot solid masonry wall shall be required along any property line abutting an R, C, or P-S district. The ~~Community Development Director~~ Development Services Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Razor wire, electrified fencing, and similar security devices are prohibited. Barbed wire may be used on a limited basis for security or safety purposes with an MAA issued in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor	

P-S DISTRICT (Public and Semipublic District) **PROPERTY DEVELOPMENT REGULATIONS**		
	P-S	**Additional Use Regulations**
	Discretionary Permits); provided, that the barbed wire is not visible from the public right-of-way and is not located adjacent to a residence or residential district. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).	
Additional regulations	See Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility). See Article 5 of Chapter 9-2 TMC (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-120 (Underground utilities). See Article 4 of Chapter 9-2 TMC (Nonconforming Structures and Uses). See TMC 9-2-115 (Recycling and solid waste disposal regulations).	

(1) See TMC 9-2-105 (Building projections into yards).

(2) Front or corner side yard setback may be reduced to the average distance of existing buildings from their front property line on the two (2) abutting lots adjoining the front property line.

(3) Structures shall not intercept a forty-five (45°) degree inclined plane inward from a height of ten (10') feet above existing grade at the R district boundary line. Single story structures and ground level parking may encroach a maximum of five (5') feet into required side and rear yards.

(4) Any area between a property line adjacent to the street and the building, exclusive of driveways, shall be landscaped.

(5) When abutting an R district, a minimum setback shall be provided as follows: front yard: fifteen (15') feet; rear yard: fifteen (15') feet; side yard: ten (10') feet.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 21. AMENDMENT: Title 9, Chapter 4, Article 1, Section 07, Subsection (b) is hereby amended to read as follows:

9-4-107 Industrial residential (IR). Revised 6/15

(b) **Development standards.**

Category	**Regulation**	
Land Use	**Industrial**	**Residential**
Applicable Base Zone	I	R-H
Maximum Lot Coverage	60%	100%
Typical Floor Area Ratio	0.60	1.5
	*Floor area ratio (FAR) is the ratio of building area to parcel area.	
Setbacks		
Front Yard	Ten (10') feet minimum	Ten (10') feet minimum**
Side Yard	Five (5') feet minimum*	Five (5') feet minimum*
Rear Yard	Ten (10') feet minimum*	Ten (10') feet minimum*
Corner Side Yard	Ten (10') feet minimum	Ten (10') feet minimum**
*When adjacent to residential, a seven (7') foot decorative masonry wall is required along the property boundary. **For a single-family residential unit, the front and corner side yard setbacks shall be fifteen (15') feet for the residence and twenty (20') feet for a garage or carport.		
Building Massing		
Building Height	Fifty (50') feet	
Landscaping	Ten (10%) percent	
Parking		
Parking Requirements	Refer to Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations).	

Category	Regulation
Signage	
Signage in accordance with Article 5 of Chapter 9-2 TMC (Signs).	
Freestanding Signs	Freestanding signs shall not exceed six (6') feet in overall height, measured from grade, may be internally illuminated, but external illumination is preferred, installed within a landscaped bed, and constructed of materials designed to complement the primary structure.
Wall Signs	Wall signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited.
A-Frame Signs	Not permitted
Other	
Design	Compliance with the downtown design guidelines and zoning regulations is required.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 22. AMENDMENT: Title 9, Chapter 4, Article 1, Section 08, Subsection (b) is hereby amended to read as follows:

9-4-108 Office residential (OR). Revised 6/15

(b) **Development standards.**

Category	Regulation
Land Use	**Office or Residential** or Mixed Use ~~**Mixed Use**~~
Applicable Base Zone	C-O (for office uses) or R-H (for residential uses or mixed uses)
Maximum Building Lot Coverage	Sixty (60%) percent

Category	Regulation
	*Intensity of the allowable building coverage of the lot area
Floor Area Ratio	~~0.6~~ 0.8
	*Floor area ratio (FAR) is the ratio of building area to parcel area
Setbacks	
Front Yard	Ten (10') feet minimum**
Side Yard	Five (5') feet minimum*
Rear Yard	Ten (10') feet minimum*
Corner Side Yard	Ten (10') feet minimum**
*When adjacent to residential zoning districts, a seven (7') foot tall decorative masonry wall is required along the property line. **For a single-family residential unit, the front and corner side yard setbacks shall be fifteen (15') feet for the residence and twenty (20') feet for a garage or carport.	
Building Massing	
Building Height	Forty (40') feet maximum
Landscaping	Fifteen (15%) percent of the lot area
Parking	
Parking Requirements	Office: Fifty (50%) percent of the required parking spaces. On-street parking directly abutting property may be applied to meet office parking requirements. All other uses as set forth in Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations). Residential: As set forth in Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations).
Signage	

Category	Regulation
Signage in accordance with Article 5 of Chapter 9-2 TMC except:	
Freestanding Signs	Freestanding signs shall not exceed four (4') feet in overall height, measured from grade, may be externally illuminated, installed within a landscaped bed, and constructed of materials designed to complement the primary structure.
Wall Signs	Wall signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited.
A-Frame Signs	Not permitted
Other	
Design	Compliance with the downtown design guidelines and zoning regulations is required.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 23. AMENDMENT: Title 9, Chapter 4, Article 2, Section 04, Subsection (c) is hereby amended to read as follows:

9-4-204 Nondiscretionary emergency shelter permit application: Review and approval.

Revised 6/15

(c) In considering an application for a permit pursuant to this section, the application shall meet all of the following standards:

(1) The application shall be for an emergency shelter as defined in the California Health and Safety Code.

(2) The property must be located within the emergency shelter zoning overlay district adopted by the Turlock City Council and located within a heavy commercial (C-H), community commercial (C-C), industrial (I), downtown industrial residential (IR), or downtown transitional commercial (TC) zoning district. In no case shall an emergency shelter permit be issued for a property located in a residential district as defined in Articles 1 and 2 of Chapter 9-3 TMC or the downtown core overlay district defined in TMC 9-4-102.

(3) Approving the application shall not result in the number of beds within the overlay zoning district exceeding the district cap or the property-specific cap established by the Turlock City Council ~~established~~ pursuant to TMC 9-4-203 or 9-4-205(a), respectively.

SECTION 24. AMENDMENT: Title 9, Chapter 4, Article 2, Section 05 "**Introductory Paragraph**" [*subsections (a) through (l) remain unchanged]* is hereby amended to read as follows:

9-4-205 Conditions. Revised 6/15

In authorizing an application for a nondiscretionary emergency shelter permit, the ~~Community Development Director~~ Development Services Director shall include as conditions of approval the following minimum provisions:

SECTION 25. AMENDMENT: Title 9, Chapter 5, Article 1, Section 12 is hereby amended to read as follows:

9-5-112 Amendments: Authorized. Revised 6/15

This chapter may be amended by changing the boundaries of districts, the classification of land, any regulations, or other provisions if required for the public necessity, convenience, or general welfare. Amendments may be authorized by the City Council upon a recommendation from the Planning Commission. The procedures and requirements set forth in this article shall govern all actions on amendments.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 26. AMENDMENT: Title 9, Chapter 5, Article 3, Section 10, Subsection (d) is hereby amended to read as follows:

9-5-310 Minor discretionary permit: Review. Revised 6/15

(d) Review of buildings for scale, mass, ~~proposition~~ proportion, articulation of facades, use of materials, overall composition of design, and harmony with surrounding buildings.

SECTION 27. AMENDMENT: Title 9, Chapter 5, Article 3, Section 15 is hereby amended to read as follows:

9-5-315 Minor discretionary permit: Time limits for development of property and uses.

Revised 6/15

The ~~Community Development Director~~ Development Services Director may establish a time limit for development of the subject property and use. The time limit set by the Development Services Director shall be reasonable, based upon the size and nature of the proposed development. Such time limit may be extended by the Development Services Director for good cause when the applicant presents proof of unusual conditions not of his own making.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 28. AMENDMENT: Title 9, Chapter 5, Article 3, Section 17 is hereby amended to read as follows:

9-5-317 Outdoor dining permit required. Revised 6/15

No owner or operator of a business establishment shall occupy any portion of a public sidewalk, court, plaza, alley, or street with tables and chairs for outdoor dining without first obtaining a minor discretionary permit in accordance with the provisions of this article~~, and with the provisions of this article.~~

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 29. AMENDMENT: Title 9, Chapter 5, Article 3, Section 18 is hereby amended to read as follows:

9-5-318 Authority to issue outdoor dining permits. Revised 6/15

The Development Services Director, or his or her designated representative, is hereby authorized to issue outdoor dining permits, revocable at will, to owners or operators of business establishments for the placement of tables and chairs in the public sidewalk, court, alley, or street adjacent to and incidental to the operation of a food service establishment, according to the procedures as set forth in this article. An outdoor dining permit will not be issued where, in the opinion of the ~~Community Development Director~~ Development Services Director, or his or her designated representative, the speed, volume, or nearness of vehicular traffic is not compatible with outdoor dining. Issuance will not be unreasonably withheld.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 30. AMENDMENT: Title 9, Chapter 5, Article 3, Section 23, Subsection (a) is hereby amended to read as follows:

9-5-323 Alcoholic beverage restrictions. Revised 6/15

(a) The outdoor dining area must be clearly and physically separated from pedestrian traffic. All barriers, railings, fences, or planters placed around ~~a sidewalk cafe~~ the outdoor dining area, whether movable or permanent, affixed, ~~and~~ or contiguous to the sidewalk ~~and~~ shall be in place during hours of operation and shall be a minimum of three (3') feet in height to clearly define the area. ~~The spacing, if any, between b~~Barriers, railings, fences, or planters must be installed close enough together to prevent pedestrian traffic through them. Landscaping ~~can be either~~ in planters or planted in the ground can be used to create the physical separation;. ~~In order to maximize visual access and pedestrian safety, the height of the railing, barrier, or planter, with its planted material, shall not be less than three (3') feet~~;

SECTION 31. AMENDMENT: Title 9, Chapter 5, Article 4, Section 04, Subsection (a) is hereby amended to read as follows:

9-5-404 Findings. Revised 6/15

(a) That there are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, and the strict application of this Code deprives such property of privileges enjoyed by other property in the vicinity;

SECTION 32. AMENDMENT: Title 9 Chapter 5, Article 7, Section 09, Subsections (b) and (c) is hereby amended to read as follows:

9-5-709 Prezoning and annexation: Area-wide planning required. Revised 6/15

(b) **Master plan development standards and review processes.** Unless otherwise specified in the adopted master plan, all development in the master plan area shall be subject to the applicable review and approval processes and design and development standards of the zoning regulations of this Code. Subject to a minor discretionary permit, the ~~Community Development Director~~ Development Services Director may approve minor modifications, exceptions, and waivers to the zoning regulations of this Code to allow for orderly development in the master plan area. Modifications or changes considered major (e.g., significant changes in land use/zoning, circulation, or public facilities, etc.) may be considered subject to the process and procedures for amending the Code including rezoning (TMC 9-5-112 et seq.).

(c) **Master plan funding.** A master plan may be initiated and prepared by property owners and/or developers in consultation with the City of Turlock or by the City of Turlock at its discretion. When the preparation of a master plan is privately initiated, the applicant shall pay all costs associated with the preparation of the master plan. The applicant shall submit the draft master plan to the ~~Community Development Department~~ Development Services Department for review and pay a processing fee as established by council resolution, as amended from time to time. When the preparation of a master plan is initiated and funded by the City of Turlock, the City shall be fully reimbursed for the cost of preparing the master plan. The collection of a master plan reimbursement fee shall occur in conjunction with either the issuance of a building permit and/or final subdivision map, as established in conjunction with the approval of the master plan. By written agreement with the City, the cost of preparing a master plan may be shared between the City and private parties.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 33. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 34. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of September, 2016.

GARY SOISETH, Mayor

ATTEST:

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

7B

City Council Synopsis
August 9, 2016

million acts of kindness

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

Prepared by: Katie Quintero, Senior Planner

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the proposed amendments to the Land Use Diagram of the Turlock General Plan [General Plan Amendment 2016-03 (City Initiated)] to amend the designations for the following properties: 143 Alaska Street will be amended from split CC/MDR to MDR; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be amended from split CC/MDR to dual CC & MDR; 801 West Main Street will be amended from CC to CC & MDR; and 455 Fifth Street will be amended from CC to CC & I and the proposed amendments to the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2016-02 (City Initiated)] to change the zoning designations for the following properties: 240 West Main Street and 120 Locust Street will be rezoned from CC to TC; 333 North Thor Street and 410 & 412 Wolfe Avenue will be rezoned from CC to OR; 355, 391, 401, 409, 415, & 427 East Olive Avenue will be rezoned from OR to DCT; 352, 400, 410, 440 East Olive Avenue and 190 North Thor Street will be rezoned from OR to DC; 143 Alaska Street will be rezoned from split CC/RM to RM; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be rezoned from split CC/RM to dual CC & RM; and 801 West Main Street will be rezoned from CC to dual CC & RM are Exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(B)(3) (General Rule) of the CEQA Guidelines

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Resolution: Amending the Land Use Diagram of the Turlock General Plan [General Plan Amendment 2016-03 (City Initiated)] to amend the designations for the following properties: 143 Alaska Street will be amended from split CC/MDR to MDR; 825, 839, 857, 881, 901, 923,

OK for Agenda

943 West Main Street and 117 West Avenue North will be amended from split CC/MDR to dual CC & MDR; 801 West Main Street will be amended from CC to CC & MDR; and 455 Fifth Street will be amended from CC to CC & I

Introduction of the Ordinance:

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2016-02 (City Initiated)] to change the zoning designations for the following properties: 240 West Main Street and 120 Locust Street will be rezoned from CC to TC; 333 North Thor Street and 410 & 412 Wolfe Avenue will be rezoned from CC to OR; 355, 391, 401, 409, 415 & 427 East Olive Avenue will be rezoned from OR to DCT; 352, 400, 410, 440 East Olive Avenue and 190 North Thor Street will be rezoned from OR to DC; 143 Alaska Street will be rezoned from split CC/RM to RM; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be rezoned from split CC/RM to dual CC & RM; and 801 West Main Street will be rezoned from CC to a dual CC & RM

2. DISCUSSION OF ISSUE:

The Planning Department has historically maintained two separate data bases for Zoning and General Plan designations, the Geographic Information System (GIS) data base and the New World data base, (previously the AS 400). Staff has recently worked with the Information Technology (IT) Department to create a link between the New World and the GIS data base so now Zoning and General Plan designations entered into the New World data base will automatically update the GIS. The process of linking these two systems revealed a few parcels that had incorrect designations that needed to be amended. In doing the research on these parcels staff also noticed other parcels throughout the City with designations that did not create a desirable land use pattern and staff felt should be brought forward for re-designation. A more in depth discussion of each area is provided below.

ANALYSIS

240 West Main Street, 120 Locust Street, 333 North Thor Street, 410, & 412 Wolfe Avenue

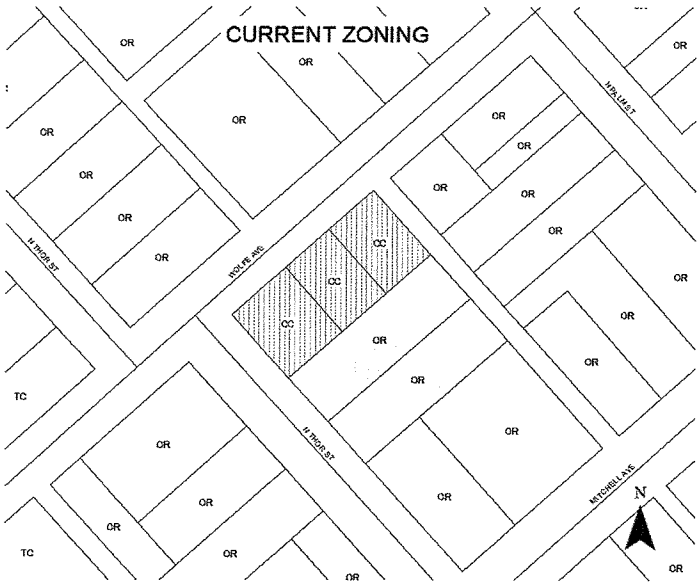
All of these properties should have been rezoned as part of the Downtown Overlay adopted in 2004 but were left out in error. They all have a General Plan designation of Downtown, but they do not have Downtown zoning designations. Re-zoning these properties will make the zoning consistent with the General Plan designation.

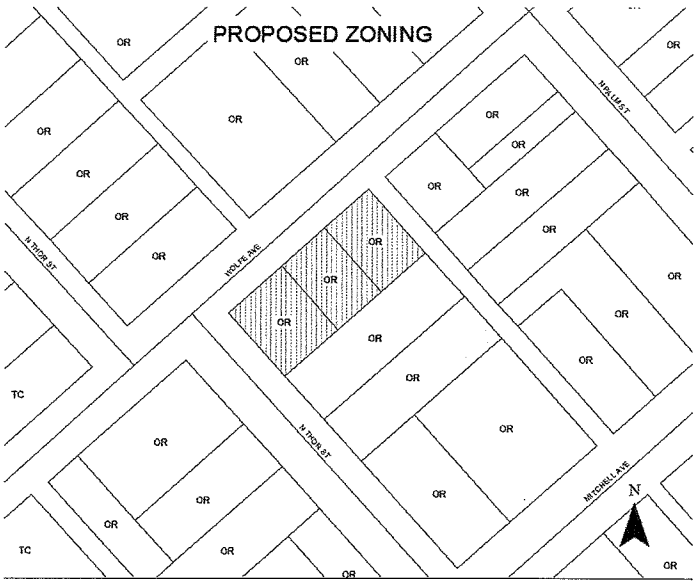
240 West Main Street & 120 Locust Street

Staff is proposing to rezone the properties located at 240 West Main Street and 120 Locust Street from Community Commercial (CC) to Transitional Commercial (TC). The properties around these two lots are also zoned TC. Both properties were shown as TC zoning in all of the maps used as part of the Downtown Plan but the addresses were not listed in the resolution adopted by Council. This change will not affect any of the existing uses on the sites. The building at 120 Locust is constructed over the property line between the subject site and the adjacent property to the east, this could create confusion in the future about what development standards apply if changes were proposed for this building. Making the zoning consistent between these two properties will clarify this and make any future permitting more streamlined. A map showing the current and proposed zoning for these two properties is shown above.

333 North Thor Street, 410 & 412 Wolfe Avenue

The properties located at 333 North Thor Street, 410 & 412 Wolfe Avenue are being rezoned from Community Commercial (CC) to Office Residential (OR).

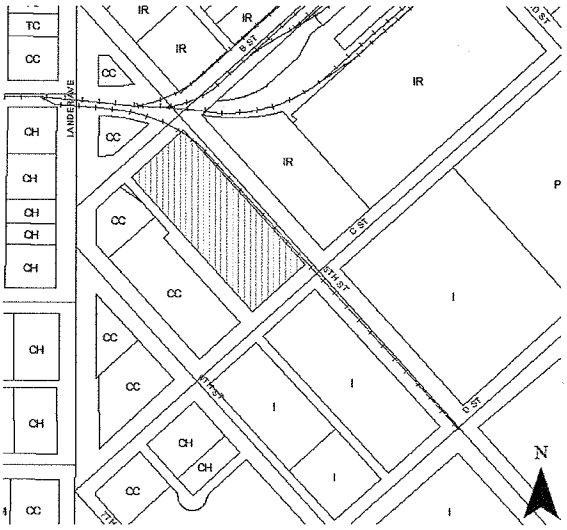




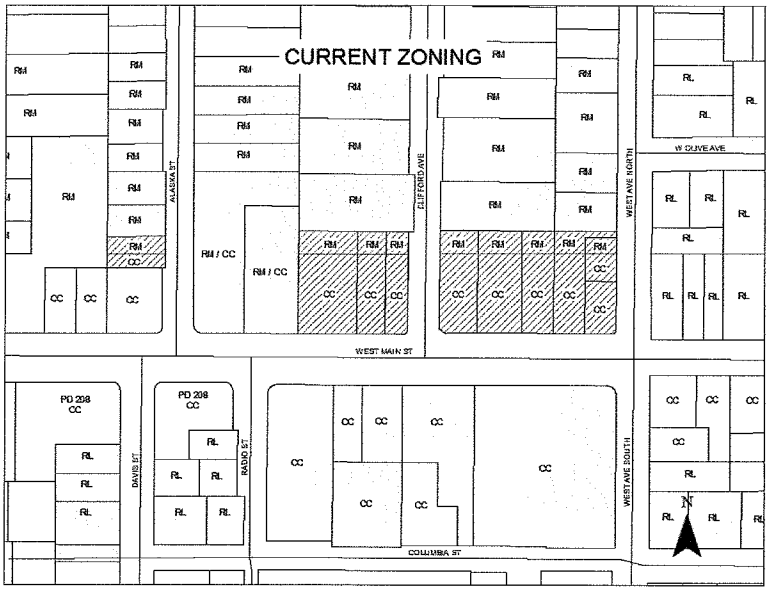
These properties are completely surrounded by parcels zoned Office Residential as shown in the map. Under the current CC zoning the existing residential uses are considered legal non-conforming uses. Rezoning these properties makes the zoning consistent with the General Plan, it makes the residential uses on each property permitted uses and streamlines any future permitting at these properties.

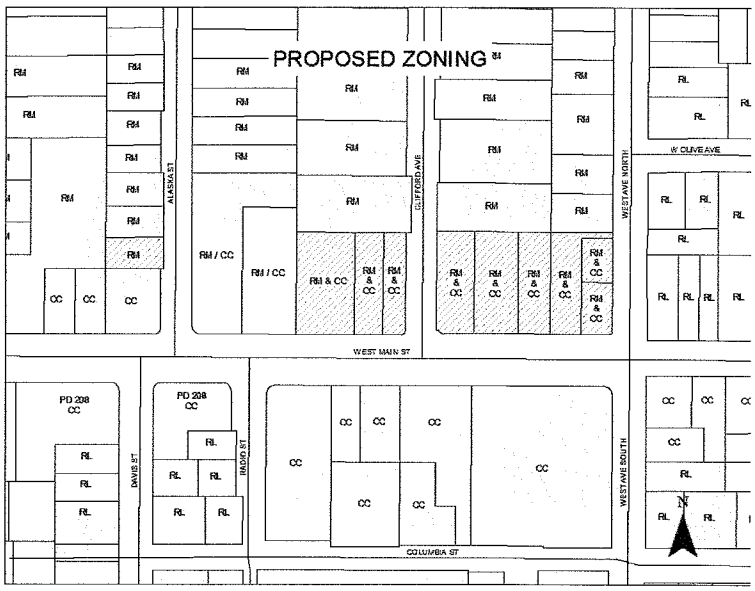
455 Fifth Street

The current zoning for 455 Fifth Street is a dual zoning of Community Commercial and Industrial. The current General Plan designation is Community Commercial. This action will amend the General Plan from CC to a dual General Plan designation of Community Commercial and Industrial. This will make the Zoning and General Plan designations consistent. This is a technical correction and it will not impact the current use of the site.



801, 825, 839, 857, 881, 901, 923, 943 West Main Street, 143 Alaska Street and 117 West Avenue North



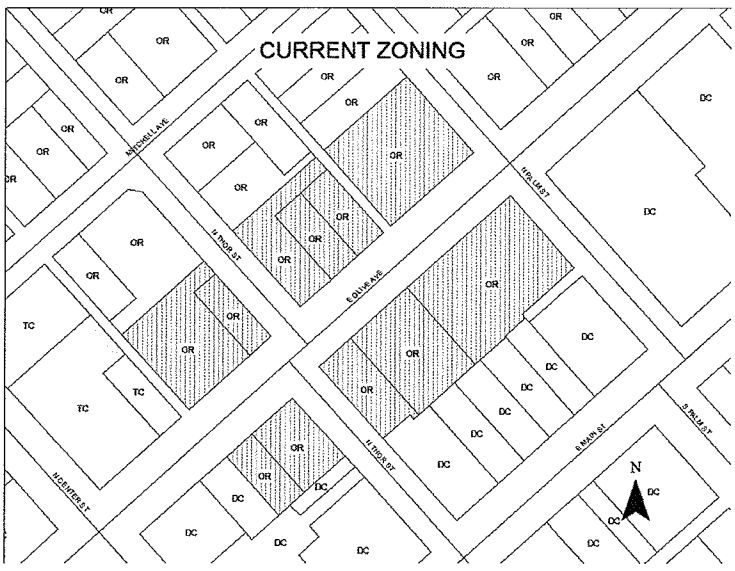


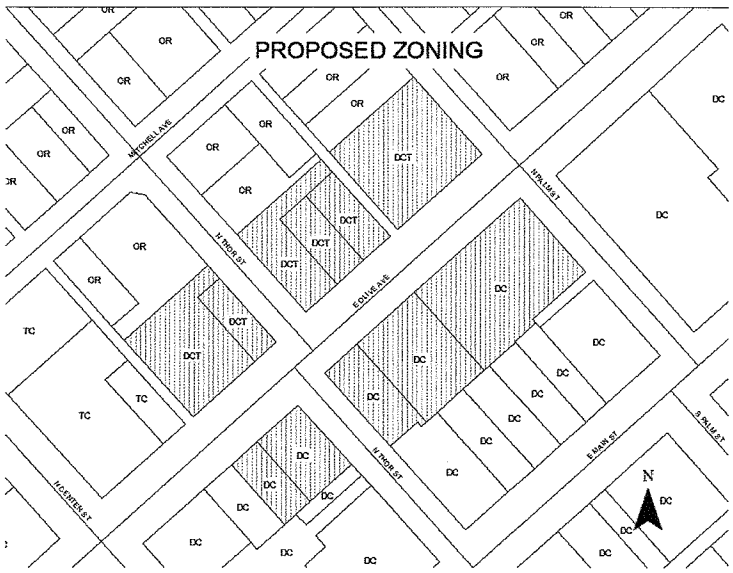
All of these properties except for 801 West Main Street currently have a split zoning and a split General Plan designation of Medium Density Residential/Community Commercial. A split designation means a portion of the property has one designation while another portion of the same property has another designation. Split designations makes sense for larger properties or when a portion of a property could potentially be acquired and assembled with other properties. All of these properties are not large enough to accommodate the split zoning and do not make sense when considering the size of the lots and the existing uses. The medium density residential portion of each lot is very small and would not be large enough to accommodate residential development. Many of these properties are currently developed as, and are surrounded by, residential units so removing the residential zoning completely does not make sense either. Staff is proposing to re-designate the majority of these lots to a combined zoning and General Plan designation of CC & RM which would allow for either commercial or residential or a mixed use project on these sites. This makes lots currently developed with residential or commercial uses permitted uses instead of legal non-conforming uses.

The property located at 801 West Main has a Community Commercial designation. Staff is proposing to re-designate this property to a dual Community Commercial & Medium Density Residential designation so it is consistent with the adjacent parcels. This will also make the existing residence a permitted use but still leaves the option for future commercial development.

The property located at 143 Alaska Street is a 5,592 square foot lot with an existing single family residence. Staff is proposing to re-designate this lot from a split CC/RM designation to Medium Density Residential only. This lot does not front onto West Main Street, it fronts onto a residential street. It is developed with, and is adjacent to, residential uses so staff is recommending to remove the Commercial designation.

355, 391, 401, 409, 415, 427, 352, 400, 410, 440 East Olive Avenue and 190 North Thor





Staff is proposing to rezone these eleven properties along East Olive Avenue. All of these properties have a Downtown General Plan designation, so the General Plan designation will not be amended. All of these properties are currently zoned Office Residential (OR). The purpose of the OR district is to "...preserve the character of the traditional residential neighborhoods while providing for the orderly and logical conversion or transition to compatible office uses...". Staff feels this designation is not the appropriate designation for this area because this area is more commercial in nature and serves as a transition area between the Downtown Core and Office Residential areas.

Staff is recommending that the properties along the eastern side of East Olive Avenue be rezoned from Office Residential (OR) to Downtown Core (DC). Staff believes this zoning is a better fit for the current land use pattern in the area. Many of the existing uses such as the banks and retail stores are not permitted uses in the OR zoning district. The properties to the north, south and east of these properties are all zoned Downtown Core, so rezoning these properties is a logical extension of the DC zoning district.

Staff is recommending that the western side of East Olive Avenue be rezoned from Office Residential (OR) to Downtown Core Transition (DCT). Many of the existing uses in this area such as the restaurant and bank are not permitted uses in the OR district but would be permitted in the DCT district. Residential uses are a permitted use in the DCT zoning district so the existing residential uses would not be impacted by this rezoning. DCT is being proposed on this side of the street because it is a transitional zoning district meant to transition from the Downtown Core area to the Office Residential district. This district allows for commercial uses that are less intensive than those permitted in the Downtown Core zoning district. This zoning district seems more appropriate for this area and it does not impact any of the existing uses.

3. BASIS FOR RECOMMENDATION:

All of the property owners of the properties being re-designated have received three (3) separate notices about this proposed action. Public notice letters were also sent out to all property owners within 500 feet of the properties being re-designated. Staff has received multiple questions but no opposition to any of these proposed changes. Many of these changes bring consistency between the Zoning and General Plan designations. Others promote better land use patterns for the affected area. At their July 7, 2016 meeting the Planning Commission unanimously recommended the City Council approve the proposed amendments.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item is a technical clean-up of zoning and General

Plan designations to ensure consistency between designations and to facilitate desirable land-use patterns.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

N/A

6. ENVIRONMENTAL DETERMINATION:

This item is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines. Under this section, where it can be seen with certainty the project will not have an impact upon the environment, no further review is required. There are no development projects associated with these actions, any future projects proposed for any of these properties would be subject to CEQA review.

7. ALTERNATIVES:

A. The City Council could chose to deny the proposed General Plan Amendments and Rezones. Staff does not recommend this option as these proposed changes bring consistency between General Plan and Zoning designations as required by state law, while other changes promote a better land-use pattern than currently permitted.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMING THE PROPOSED AMENDMENTS TO THE LAND USE DIAGRAM OF THE TURLOCK GENERAL PLAN [GENERAL PLAN AMENDMENT 2016-03 (CITY INITIATED)] TO AMEND THE DESIGNATIONS FOR THE FOLLOWING PROPERTIES: 143 ALASKA STREET WILL BE AMENDED FROM SPLIT CC/MDR TO MDR; 825, 839, 857, 881, 901, 923, 943 WEST MAIN STREET AND 117 WEST AVENUE NORTH WILL BE AMENDED FROM SPLIT CC/MDR TO DUAL CC & MDR; 801 WEST MAIN STREET WILL BE AMENDED FROM CC TO CC & MDR; AND 455 FIFTH STREET WILL BE AMENDED FROM CC TO CC & I AND THE PROPOSED AMENDMENTS TO THE ZONING MAP OF THE CITY OF TURLOCK, CALIFORNIA, ATTACHED TO TITLE 9 OF THE TURLOCK MUNICIPAL CODE [REZONE 2016-02 (CITY INITIATED)] TO CHANGE THE ZONING DESIGNATIONS FOR THE FOLLOWING PROPERTIES: 240 WEST MAIN STREET AND 120 LOCUST STREET WILL BE REZONED FROM CC TO TC; 333 NORTH THOR STREET AND 410 & 412 WOLFE AVENUE WILL BE REZONED FROM CC TO OR; 355, 391, 401, 409, 415 & 427 EAST OLIVE AVENUE WILL BE REZONED FROM OR TO DCT; 352, 400, 410, 440 EAST OLIVE AVENUE AND 190 NORTH THOR STREET WILL BE REZONED FROM OR TO DC; 143 ALASKA STREET WILL BE REZONED FROM SPLIT CC/RM TO RM; 825, 839, 857, 881, 901, 923, 943 WEST MAIN STREET AND 117 WEST AVENUE NORTH WILL BE REZONED FROM SPLIT CC/RM TO DUAL CC & RM; AND 801 WEST MAIN STREET WILL BE REZONED FROM CC TO DUAL CC & RM ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) (GENERAL RULE) OF THE CEQA GUIDELINES	RESOLUTION NO. 2016-

WHEREAS, California state law dictates that General Plan land use designations and City zoning districts be consistent with each other; and

WHEREAS, Section 15061(b)(3) (General Rule) of the California Environmental Quality Act (CEQA) Guidelines states that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; and

WHEREAS, the re-designation of these parcels does not have the potential for causing a significant effect on the environment as any future development of any of these parcels would be subject to CEQA review; 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 August 9, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that the evidence in the record supports the following findings:

Section 1. The proposed amendments to the General Plan and the Zoning Map are consistent with the Turlock General Plan and its Environmental Impact Report.

Section 2. The proposed amendments to the General Plan and the Zoning Map are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (General rule).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

APN	Address	Current Zoning	Current General Plan	Proposed Zoning	Proposed General Plan
050-020-018	240 West Main Street	CC	Downtown	TC	No change
050-020-043	120 Locust Street	CC	Downtown	TC	No change
061-024-078	333 North Thor Avenue	CC	Downtown	OR	No change
061-024-077	410 Wolfe Avenue	CC	Downtown	OR	No change
061-024-076	412 Wolfe Avenue	CC	Downtown	OR	No change
061-024-060	355 East Olive Avenue	OR	Downtown	DCT	No change
061-024-059	391 East Olive Avenue	OR	Downtown	DCT	No change
061-024-028	401 East Olive Avenue	OR	Downtown	DCT	No change
061-024-027	409 East Olive Avenue	OR	Downtown	DCT	No change
061-024-026	415 East Olive Avenue	OR	Downtown	DCT	No change
061-024-072	427 East Olive Avenue	OR	Downtown	DCT	No change
061-025-002	352 East Olive Avenue	OR	Downtown	DC	No change
061-025-003	190 North Thor Street	OR	Downtown	DC	No change
061-025-004	400 East Olive Avenue	OR	Downtown	DC	No change
061-025-005	410 East Olive Avenue	OR	Downtown	DC	No change
061-025-006	440 East Olive Avenue	OR	Downtown	DC	No change
061-003-030	143 Alaska Street	CC/RM	CC/MDR	RM	MDR
061-004-050	943 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-049	923 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-048	901 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-068	881 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-069	857 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-070	839 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-025	825 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-023	117 West Avenue North	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-024	801 West Main Street	CC	CC	CC & RM	CC&MDR
043-047-002	455 5th Street	CC/I	CC	No change	CC&I

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE LAND USE DIAGRAM OF THE TURLOCK GENERAL PLAN [GENERAL PLAN AMENDMENT 2016-03 (CITY INITIATED)] TO AMEND THE DESIGNATIONS OF THE FOLLOWING PROPERTIES: 143 ALASKA STREET WILL BE AMENDED FROM SPLIT CC/MDR TO MDR; 825, 839, 857, 881, 901, 923, 943 WEST MAIN STREET AND 117 WEST AVENUE NORTH WILL BE AMENDED FROM SPLIT CC/MDR TO DUAL CC & MDR; 801 WEST MAIN STREET WILL BE AMENDED FROM CC TO CC & MDR; AND 455 FIFTH STREET WILL BE AMENDED FROM CC TO CC & I	**RESOLUTION NO. 2016-**

WHEREAS, pursuant to the California Government Code Section 65358(b), a legislative body is allowed to amend a mandatory element of a General Plan no more frequently than four (4) times during any calendar year; and

WHEREAS, City of Turlock staff have filed an application (GPA 2016-03) in accordance with the provisions of the Turlock Municipal Code to amend the land use diagram of the Turlock General Plan as specified in Exhibit A; and

WHEREAS, said requests have been studied by the Planning Commission, and said Planning Commission found and determined that the proposed General Plan Amendments are in harmony with the balance of the General Plan; and

WHEREAS, after the public hearing held on July 7, 2016 the Planning Commission approved Planning Commission Resolutions 2016-22 determining that General Plan Amendment 2016-03 is Exempt from the provisions of the California Environmental Quality Act (CEQA) and is in harmony with the balance of the General Plan, and recommended by a unanimous vote that the Council approve the proposed amendments; and

WHEREAS, the City Council approved City Council Resolution 2016-XX determining General Plan Amendment 2016-03 is exempt from the provisions of CEQA pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines; and

WHEREAS, the City Council has considered the staff report and all public testimony given at a properly noticed public hearing held on August 9, 2016 and the proposed General Plan Amendment 2016-03 as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that the evidence in the record supports the following findings:

1. That the proposed General Plan amendments conform to the provisions and standards of the General Plan.
2. That the proposed General Plan amendments are consistent with the balance of the General Plan.
3. That the proposed General Plan amendments are necessary to implement the goals and objectives of the General Plan.
4. That the proposed General Plan amendments will not cause substantial environmental damage.

BE IT FURTHER RESOLVED that the Turlock General Plan Land Use Element Diagram shall be amended to modify the designations of real property as shown on "Exhibit A" attached.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

APN	Address	Current Zoning	Current General Plan	Proposed Zoning	Proposed General Plan
050-020-018	240 West Main Street	CC	Downtown	TC	No change
050-020-043	120 Locust Street	CC	Downtown	TC	No change
061-024-078	333 North Thor Avenue	CC	Downtown	OR	No change
061-024-077	410 Wolfe Avenue	CC	Downtown	OR	No change
061-024-076	412 Wolfe Avenue	CC	Downtown	OR	No change
061-024-060	355 East Olive Avenue	OR	Downtown	DCT	No change
061-024-059	391 East Olive Avenue	OR	Downtown	DCT	No change
061-024-028	401 East Olive Avenue	OR	Downtown	DCT	No change
061-024-027	409 East Olive Avenue	OR	Downtown	DCT	No change
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061-024-072	427 East Olive Avenue	OR	Downtown	DCT	No change
061-025-002	352 East Olive Avenue	OR	Downtown	DC	No change
061-025-003	190 North Thor Street	OR	Downtown	DC	No change
061-025-004	400 East Olive Avenue	OR	Downtown	DC	No change
061-025-005	410 East Olive Avenue	OR	Downtown	DC	No change
061-025-006	440 East Olive Avenue	OR	Downtown	DC	No change
061-003-030	143 Alaska Street	CC/RM	CC/MDR	RM	MDR
061-004-050	943 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-049	923 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-048	901 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-068	881 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-069	857 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-070	839 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-025	825 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-023	117 West Avenue North	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-024	801 West Main Street	CC	CC	CC & RM	CC&MDR
043-047-002	455 5th Street	CC/I	CC	No change	CC&I

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE ZONING MAP OF THE CITY OF TURLOCK, CALIFORNIA, ATTACHED TO TITLE 9 OF THE TURLOCK MUNICIPAL CODE [REZONE 2016-02 (CITY INITIATED)] TO CHANGE THE ZONING DESIGNATIONS FOR THE FOLLOWING PROPERTIES: 240 WEST MAIN STREET AND 120 LOCUST STREET WILL BE REZONED FROM CC TO TC; 333 NORTH THOR STREET AND 410 & 412 WOLFE AVENUE WILL BE REZONED FROM CC TO OR; 355, 391, 401, 409, 415 & 427 EAST OLIVE AVENUE WILL BE REZONED FROM OR TO DCT; 352, 400, 410, 440 EAST OLIVE AVENUE AND 190 NORTH THOR STREET WILL BE REZONED FROM OR TO DC; 143 ALASKA STREET WILL BE REZONED FROM SPLIT CC/RM TO RM; 825, 839, 857, 881, 901, 923, 943 WEST MAIN STREET AND 117 WEST AVENUE NORTH WILL BE REZONED FROM SPLIT CC/RM TO DUAL CC & RM; AND 801 WEST MAIN STREET WILL BE REZONED FROM CC TO DUAL CC & RM	**ORDINANCE NO. -CS**

WHEREAS, California state law dictates that General Plan land use designations and City zoning districts be consistent with each other; and

WHEREAS, City staff has discovered an inconsistency between the zoning and General Plan designations for 240 West Main Street, 120 Locust Street, 333 North Thor Street, 410 & 412 Wolfe Avenue, (APNs 050-020-018, 043; 061-024-076, 77, & 78); and

WHEREAS, in order to correct this inconsistency, staff has requested and the property owners have agreed to a change in the zoning designations for these parcels as described in Exhibit A in order to be consistent with the current General Plan designation and to better suit their locations within the downtown area; and

WHEREAS, in evaluating the General Plan and Zoning diagrams staff has found parcels along West Main Street and East Olive Avenue that should also be re-designated as described in Exhibit A, to create a more desirable land use pattern in the area; and

WHEREAS, after the public hearing held on July 7, 2016 the Planning Commission found and determined that the Rezoning request is Exempt from the

provisions of CEQA and is in harmony with the surrounding properties, and recommended by a unanimous vote that the Council approve the proposed amendments; and

WHEREAS, the City Council has considered the staff report, all public comments, and the proposed Rezone 2016-02 as set forth in this Ordinance at a properly noticed public hearing held on August 9, 2016; and

WHEREAS, the City Council has found the project is exempt from the provisions of CEQA; and

WHEREAS, the City Council found and determined as follows:

1. That the proposed rezoning is consistent with the General Plan.
2. That the proposed site is suitable for the type of potential development.
3. That the site is suitable for the intensity of the proposed use.
4. That the proposed rezoning will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION. The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project is exempt from the California Environmental Quality Act CEQA) under the CEQA Guidelines Section 15061(b)(3) [Review for Exemption-General Rule No Impact].

SECTION 2. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone multiple parcels as identified in Exhibit A

SECTION 3. ZONING MAP. The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the maps attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.\

SECTION 4. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this _____ day of September, 2016.

_____
GARY SOISETH, Mayor

ATTEST:

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

Exhibit A

APN	Address	Current Zoning	Current General Plan	Proposed Zoning	Proposed General Plan
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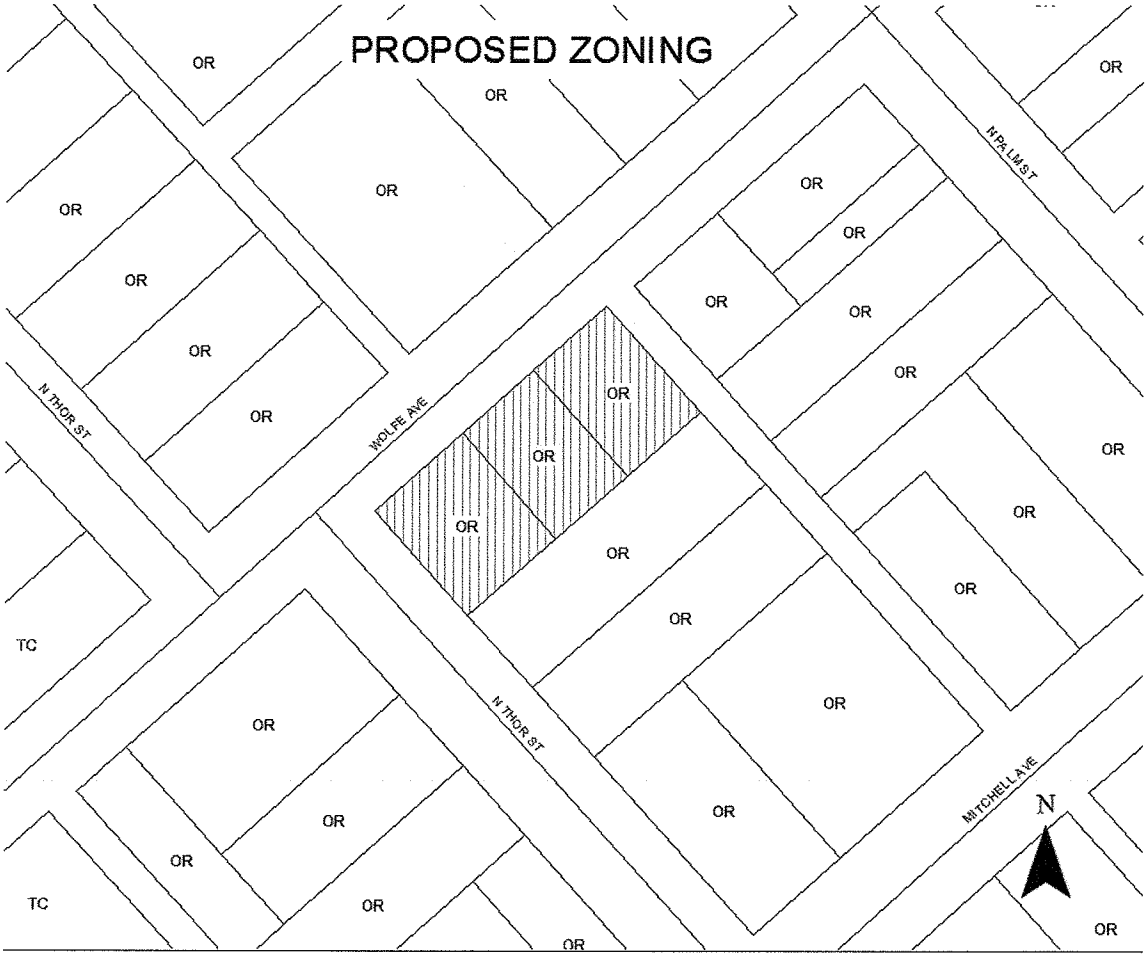
061-004-068	881 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-069	857 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-070	839 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-025	825 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-023	117 West Avenue North	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-024	801 West Main Street	CC	CC	CC & RM	CC&MDR
043-047-002	455 5th Street	CC/I	CC	No change	CC&I

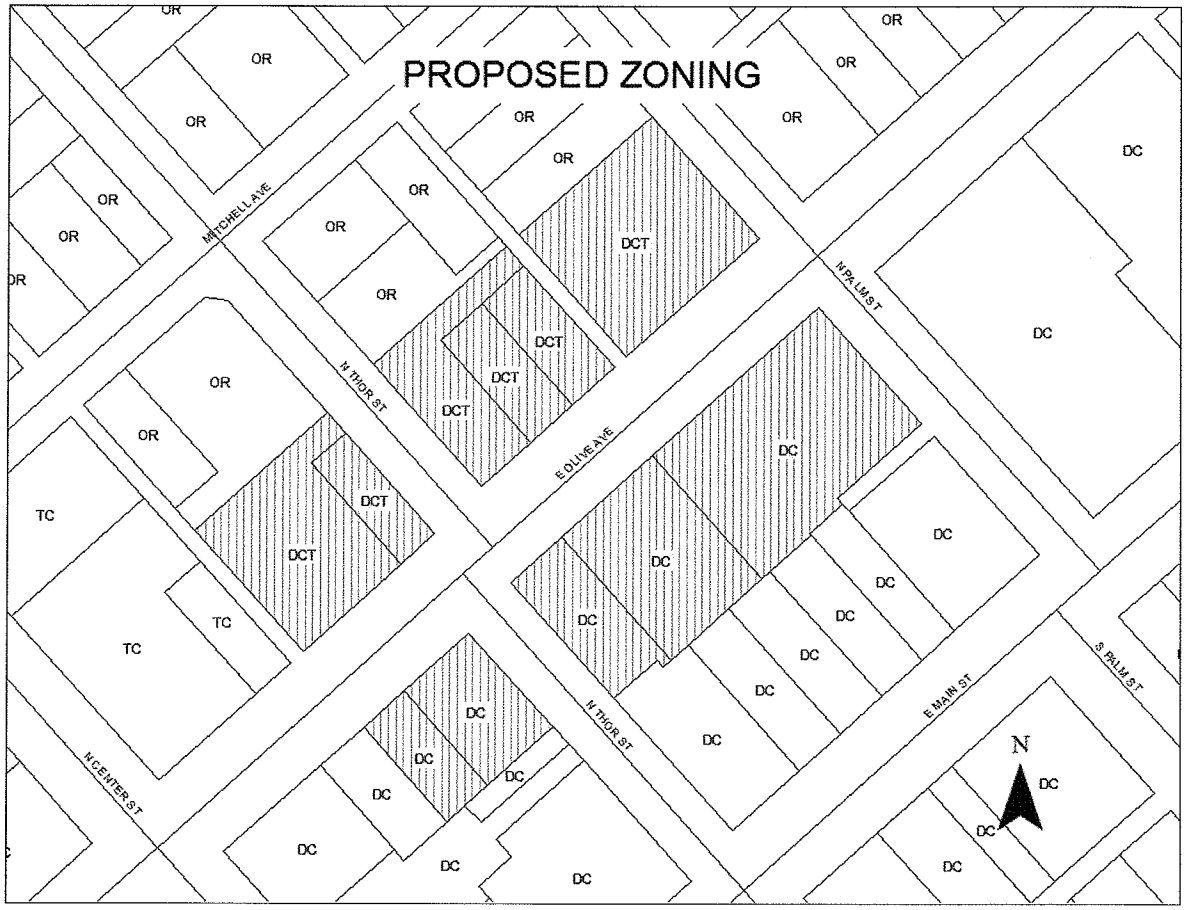
240 West Main Street & 120 Locust Street

333 North Thor Street, 410 & 412 Wolfe Avenue



143 Alaska Street, 801, 825, 839, 857, 881, 901, 923, 943 West Main Street & 117 West Avenue North

352, 355, 391, 400, 401, 409, 410, 415, 427, 440 East Olive Avenue and 190 North Thor Street



8A

City Council Synopsis
August 9, 2016

million acts of kindness

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

Prepared by: Michael G. Pitcock, P.E.
Development Services Director/City Engineer

Marie Lorenzi, Senior Accountant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Providing direction to staff on the preferred project scope, funding and timeline to carry out a $100,000 road improvement project

2. DISCUSSION OF ISSUE:

In June 2014 and 2015, $50,000 was appropriated in the annual budget to complete improvements to unspecified roadways, however these improvements were not completed due to staff assignment to projects deemed to have higher priorities. For example, in spring 2016, staff was assigned to time sensitive projects with over $1.63 million in grant funding that could potentially be lost if certain deadlines were missed. Specifically, the Montana Park and Bernell sidewalk projects had to have their grant funding expended by June 30, 2016 while the Fulkerth Road at Golden State Boulevard Intersection project had to have the construction grant funds obligated (design completed and funding requested) by July 29, 2016.

At the June 28, 2016 Council meeting, Vice Mayor Bublak requested Council support of her request to convene discussions regarding allocation of a minimum amount of $100,000 annually for roadway improvements. Vice Mayor Bublak made this request under the agendized topic of "Future Items for Council Consideration." Mayor Gary Soiseth supported Vice Mayor Bublak's request and directed the City Manager to agendize the topic for Council consideration and discussion.

At the July 12, 2016 Council meeting, Council discussed the need for road improvements, the current funding sources for road improvements and the desire to have staff bring back additional information on August 9, 2016. Specifically,

OK for Agenda

Council directed staff to bring alternatives in scope of work and funding for their consideration and a schedule for implementation.

Scope of Work

Staff reviewed the street conditions report, developed potential projects, performed site review and developed three proposed improvement projects each with a budget of $100,000 for Council's consideration.

Option #1 (Exhibit A) would provide a Type II slurry emulsion to several residential streets generally bounded by Fulkerth Road to the north, Soderquist Road to the east, Canal Drive to the south and Tully Road to the west. The project would include removal of existing striping, protecting utility covers, placing the slurry seal and installing new striping.

Option #2 (Exhibit B) would provide a 2" asphalt overlay on Canal Drive from North Broadway to Soderquist Road. The project would include transitional milling, asphalt concrete overlay, raising utility covers, installing new striping and improvements to comply with Americans with Disabilities Act (ADA).

Option #3 (Exhibit C) would provide crack sealing on a combination of roadway segments including Geer Road from Tuolumne Road to North Avenue; High Street from Lander Avenue to West Avenue South; Vermont Avenue from Lander Avenue to West Avenue South; West Avenue South from High Street to South Avenue; Crowell Road from Bittern Way to Georgetown Avenue and Christoffersen Parkway from Mountain View to Crowell Road. The street segments would be bid upon as a base bid with bid alternates until the desired funding amount is reached. The project would include cleaning debris from and applying a bituminous sealant to the roadway cracks ¼" to 1" in width.

Funding

Staff identified three proposed funding sources for consideration.

Option #1 would be to use General Fund Reserves. The amended Fiscal Year 2016-17 budget, recently adopted by Council, projects General Fund reserves at the end of the fiscal year to be approximately $3.7 million in unrestricted reserves and $4.2 million in restricted reserves, respectively. This assumes that 100% of the projected revenue is received and 100% of the projected expenditures are spent. The projected deficit spending for Fiscal Year 2016-17 is approximately $78,000 excluding any interfund borrowing (approximately $336,700) to assist the Building and Engineering funds. Staff recognizes that typically expenditures are not 100% expended primarily due to vacancies in allocated positions during the year. If there is a 3% savings in expenditures and property tax revenue comes in 4% higher due to higher assessed values than originally projected, the General

Fund could close the Fiscal Year 2016-17 year with a $1.4 million surplus instead of the projected deficit. This also assumes that no additional budget appropriations are approved during Fiscal Year 2016-17.

Option #2 would be to use $100,000 from Fund 120 Tourism Unrestricted Reserve. At the end of Fiscal Year 2016-17 taking into account salaries, benefits and setting aside construction funding for the Pedretti Park lighting enhancements, it is estimated that Fund 120 will have an unrestricted reserve of approximately $455,000.

Option #3 is to use Section 2103 Gas Tax funds. These funds are generally used as match dollars on federally funded grants as well as additional costs (construction, contingency, engineering, inspection and testing) beyond the federally funded grant improvements. These funds are point-of-sale tax dollars generated by gasoline sales and are remitted to the City monthly by the State of California. Currently there is approximately $526,000 in unallocated Section 2103 dollars and the 2016-17 budget projects receiving an additional $172,000. Staff is currently reconciling revenues and expenditures for federal grant funded projects through June 30, 2016 and it is anticipated that as much as $500,000 in previously allocated Section 2103 monies will not be needed to fund existing projects and will be returned to Fund 217 for future projects. Therefore, total revenue for Fiscal Year 2016-17 is estimated to be $1,198,000. The adopted budget anticipates federal grant expenditures in the amount of $1,045,745.

In Fiscal Year 2016-17, the major project budgeted is the reconstruction of the Fulkerth Road and Golden State Boulevard intersection to a fully actuated 8 phase signal with duel left turn movements. However, in subsequent years we have three major overlays scheduled that include Monte Vista Avenue from Geer Road to the east city limit line and Hawkeye Avenue from Olive Avenue to the east city limit line and Lander Avenue from South Avenue to East Glenwood Avenue. In the next couple years there will be a substantial need for these funds to complete the funding for federal grant projects, however, staff believes it is feasible to expend $100,000 in 2103 funds this year should Council chose to utilize these funds for the preferred scope of work.

Project Schedule

Following Council's direction, staff will advertise/bid, award and manage construction. The tentative schedule is as follows:

Council Direction on Scope and Funding	August 9, 2016
Advertise Bid	August 12, 2016
Open Bids	August 25, 2016
Award Bid and Appropriate Funding	September 27, 2016
** Construction Commences	October 24, 2016

** Construction commencement is dependent on contractor schedules and weather. Street maintenance construction is temperature dependent. Depending on the scope of work chosen and the weather, delays could result in construction being delayed to the spring.

Conclusion

Staff has presented three options for scope of work and funding options for Council consideration. Council will be asked which scope of work and funding source they prefer. At the July 12 meeting, several Council members and the Mayor expressed their strong reservation to spending money from the reserves (Funding Option #1). However, this option was still included in this report. Staff has prepared bid packages and is ready to advertise whatever project Council chooses.

3. BASIS FOR RECOMMENDATION:

At the July 12, 2016 Council meeting, Council directed staff to bring alternatives in scope of work and funding for their consideration and a schedule for implementation.

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.
4. Transportation infrastructure that serves the needs of the community
   (a) Well-maintained local streets and roads.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
The Council may choose to allocate funds from either Fund 110 "General Fund," Fund 120 "Tourism," Fund 217 "Section 2103" or a combination thereof to fund the project.

The Transportation Sales Tax Ordinance includes specific language disallowing the use of transportation sales tax revenues to supplanting existing General Fund and any unrestricted funds that are used for road maintenance efforts. Specifically it requires all agencies to calculate the prior three year average of General and unrestricted funding used to fund road maintenance projects and maintain that funding level throughout the life of the transportation tax. The "Operative" date is defined in the Ordinance as April 1, 2017. Based on this information, the prior three

year average would be for the period of time from April 1, 2014 through March 31, 2017.

It should be noted that gas tax, assessments district contributions, federal and state grants, development impact fees and Local Transportation Funds (LTF) are restricted funds used for road maintenance projects. These funding sources are not included in the prior three year average calculation and fluctuation in revenues would not be burdensome on future General Fund revenues.

Lastly, should the Council fund a $100,000 road improvement project, from Fund 110 "General Fund" or Fund 120 "Tourism," these funding sources meet the definition of General Fund and unrestricted funds and in all likelihood will be included in the prior three year average calculation. The prior three year average would be $33,334 and an ongoing annual contributions at that level would be required for the life of the transportation tax (April 1, 2017 through March 31, 2042).

5. CITY MANAGER'S COMMENTS:

The City Manager assisted in the development of the financial strategies for project funding and recommends any of the three funding options as one time solutions and should not be relied upon for ongoing funding for future projects.

6. ENVIRONMENTAL DETERMINATION:

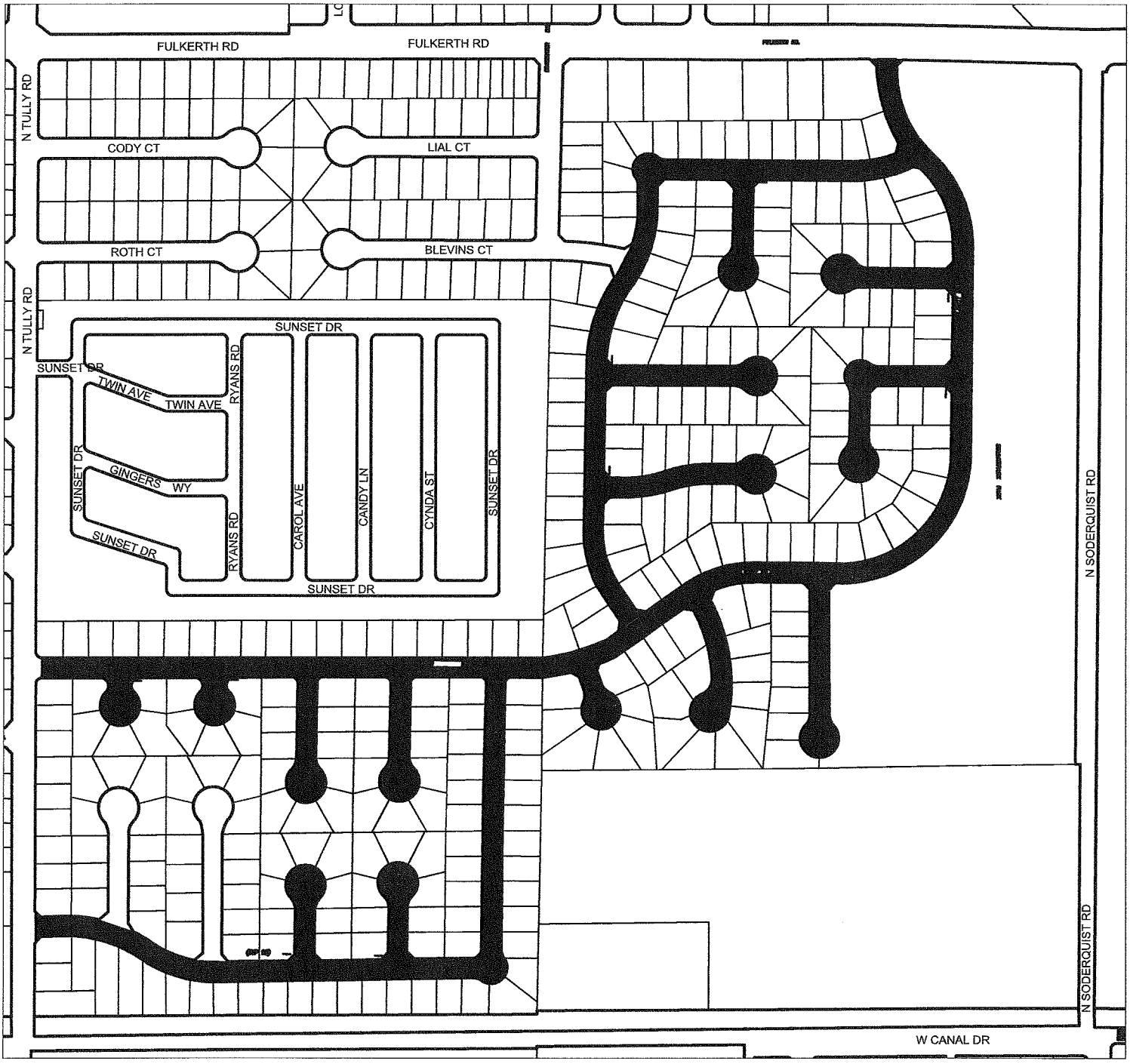
A Resolution for an environmental determination will be brought to Council at a subsequent meeting for consideration based on direction given to staff.

7. ALTERNATIVES:

A. Not provide staff with direction to proceed with a road improvement project.

OPTION #1

EXHIBIT A



NOTICE TO CONTRACTORS,

PROPOSAL,

AGREEMENT, &

SPECIAL PROVISIONS

FOR CONSTRUCTION ON
Project No: 16-63
2016 Local Road Improvements - Slurry

IN STANISLAUS COUNTY,
TURLOCK, CALIFORNIA.

Development Services Department/ Engineering Division

Phone: (209) 668-5599 ext 4421
Contact Person: Randall E. Jones

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

Proposals shall be delivered to Turlock, California
at or before 2:00 PM on Thursday, August 25, 2016
at the office of the City Engineer,
Development Services: Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380

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CITY OF TURLOCK, CALIFORNIA
NOTICE TO CONTRACTORS

Sealed proposals will be received by the City Engineer of the City of Turlock, Development Services/Engineering Division, 156 S. Broadway, Suite 150, Turlock, California 95380, until 2:00 PM on Thursday, August 25, 2016, for:

City Project No. 16-63
2016 Local Road Improvements - Slurry

In accordance with and as described and provided in the plans, specifications and the proposed form of contract therefore, all of which are on file in the office of the City Engineer, and to which special reference is hereby made.

No verbal, telegraphic, electronic mail, facsimile, or telephone Proposals shall be considered.

Proposals are required to be complete and for the entire work, materials and improvements unless the contrary is indicated in the specifications.

In accordance with the provisions of California Business and professions Code, Section 7028, Contractor shall possess one of the following Contractor license(s) at the time of bid and for the duration of the contract:

1. A-General Engineering Contractor
2. C-12 Earthwork and Paving

Failure to possess the specified license(s) shall render the Bid as non-responsive, shall act as a bar to award of the contract to any Bidder not possessing said license(s) at the time of Bid opening and shall result in the forfeiture of the security of said Bidder. Furthermore, any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's License Board.

Each proposal must be accompanied by cash, cashier's check, or check certified by a responsible bank, or by a bid bond, the proposed form of which is on file in the office of the City Engineer of said City and to which special reference is hereby made in a sum not less than ten percent (10%) of the total amount bid, payable to the City of Turlock as liquidated damages in the case the bidder is awarded the contract and fails within ten (10) days after the date of mailing to him by the City Engineer of a notice of award of the contract and that the contract is ready for signature to execute the above-mentioned written contract and file with the City Engineer satisfactory insurance certificates as required by the terms of said contract and satisfactory bonds as required by law for the faithful performance of said contract and for the protection of material, men and laborers. Special reference is hereby made to Sections 5100, et. seq., of the Public Contracts Code of the State of California and to the proposed forms for said bonds now on file in the office of the said City Engineer for further particulars regarding bonds.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

Bidders' attention is directed to the insurance requirements in the contract. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

No proposal will be considered unless made on forms furnished by the City Engineer of said City at his office of said City. Each proposal must be sealed, and the envelope containing the same must be addressed to the City Engineer of the City of Turlock and must be plainly marked. Each proposal shall clearly identify the bidders name and address on the sealed envelope.

Each bid shall separately state in figures the price offered for the approximate quantity of each item set forth and shall also state in words and figures the total contract price. Quantities set forth in the proposal form and in the specifications are approximate only, being given as a basis for comparison of bids, and the City of Turlock does not expressly or implied agree that the actual amount of work or materials will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or materials as may be deemed necessary by the City Engineer.

Proposals may not be withdrawn for a period of sixty (60) days after the time fixed for opening of proposals. The City Council of the City of Turlock reserves the right to reject any and all proposals or any part thereof and to waive any errors or informalities in any proposals and to set and act as sole judge of the merit and qualifications of the equipment, supplies or services offered.

At the request and expense of Contractor, pursuant to Division 2, Part 5, Section 22300, et. seq., of the Public Contracts Code, securities equivalent to any funds withheld as retention from progress payments made under this contract may be deposited with the City of Turlock or with a State or Federally chartered bank as escrow agent, who shall pay such moneys to Contractor upon completion of the contract.

Copies of the Contract Documents, including Instructions to Bidders, Bid Proposal forms, Plans and Specifications, may be downloaded from the engineering division's web site or purchased for a non-refundable fee of **Ten** dollars **($10)** at the Office of the City Engineer, 156 S. Broadway, Ste. 150, Turlock, CA 95380, Phone (209) 668-5520. For additional information, go to **http://www.cityofturlock.org/capitalprojects**

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway

construction contract fraud and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

The contractor shall post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

DATED: _____ CITY OF TURLOCK

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

PROPOSAL

Project No. 16-63
2016 Local Road Improvements - Slurry

City of Turlock, California

DATED:_____

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER:_____

BUSINESS ADDRESS:_____

PLACE OF RESIDENCE:_____

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

The Contractor shall submit the following at the time of Bid in order for the Bid to be considered responsive:

- Completed Proposal, pages 4 - 14;

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: 2016 Local Road Improvements - Slurry

PROJECT NUMBER: 16-63

OPENING DATE: Thursday, August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1		
2	Remove Exisitng Improvements	LS	1		
3	Temporary Traffic Control	LS	1		
4	Slurry Seal (Type II)	SY	45,600		
5	Pavement Striping (Detail 23)	LF	4,396		
6	Pavement Striping (12" White Thermo)	LF	720		
7	Pavement Markings (White Thermo)	SF	462		
8	Pavement Marker (Type BB)	EA	42		
9	Roadside Sign (R1-1)	EA	10		
Subtotal					

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDA

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

TOTAL BID WRITTEN IN FIGURES: $ __, __ __ __ , __ __ __ . __ __

TOTAL BID WRITTEN IN WORDS: _____

CONTRACTOR: _____

COMPANY'S NAME: _____

BY: _____

ADDRESS: _____
(Number) (Street)

_____
(City) (State) (ZIP)

CONTRACTOR'S PHONE #:
_____

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

_____, Contractor's License #_____, Class___
(Company's Name)

Expires_____. This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X_____
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(**IMPORTANT NOTICE**: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,
License No._____Expiration Date_____.

DATED:_____, 20_____

Address:_____

Phone:_____

X_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X_____

Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(AFFIX SEAL)

_____

NOTARY PUBLIC SIGNATURE

_____

NOTARY PUBLIC PRINTED NAME

INFORMATION REQUIRED OF BIDDER

The bidder is required to provide the following information. Additional sheets may be attached if necessary.

Contractor's mailing address:_____

Contractor's telephone number:_____

Number of years experience as a contractor in construction work or installation work similar to that required in these specifications:

_____

Name of person who inspected the site of the proposed work for your firm:

_____

Date of Inspection:_____

List at least four projects completed as of recent date:

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub: _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub: _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub : _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub : _____
Date Completed: _____
Liquidated Damages Assessed: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as BIDDER, and _____ as SURETY a corporation duly organized under the laws of the State of _____ and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum _____

_____

Dollars ($_____).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, Development Services Department, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

_____, _____, 20___, at_____.
(day) (date) (time)

for **Project No. 16-63, "2016 Local Road Improvements - Slurry ."**

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____day of _____, 201_.

BIDDER

_____**(SEAL)**
(Bidder's Name and Corporate Seal)

_____
(Signature)

_____
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

_____**(SEAL)**
(Surety's Name and Corporate Seal)

_____
(Signature)

_____
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF SURETY'S ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

SUB-CONTRACTORS
City Project No. 16-63
2016 Local Road Improvements - Slurry

Primary Contractor:_____ DIR NUMBER:_____

The bidder is required to provide the following information concerning his sub-contractors in accordance with Sections 4100 et. seq., inclusive, of the California Public Contracts Code. Sub-contractors listed below must be properly licensed under the laws of the State of California for the type of work which they are to perform. List all sub-contractors who will furnish work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. Do not list alternate sub-contractors for the same work.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-63
2016 Local Road Improvements - Slurry

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and _____ hereinafter called "Contractor" on this _____ day of _____, 20__ (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 _____, 20__, 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: mobilization and demobilization, temporary traffic control, remove existing improvements, install temporary striping and markers, placing slurry seal, installing thermoplastic striping, marking, and markers, installing street signs, street sweeping, 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. 16-63, "2016 Local Road Improvements - Slurry ."**

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 _____ **and XX/100ths Dollars ($_____.__).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Fifteen (15)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

If such work is not completed within such time, the City Engineer shall have the right to increase

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

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:** If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **DELAY 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 accordance with Section 7203 of the Public Contract Code, 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 **Five Hundred** and no/100ths Dollars **($500.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay 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 delay 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.

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be

endorsed to contain, the following provisions:

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

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

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

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

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

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

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

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

(i) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. PROOF OF CARRIAGE OF INSURANCE:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. WAGES & HOURS OF EMPLOYMENT:

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

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

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

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

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

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

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

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

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

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

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

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

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of $500,000 or More. Contractor shall require vendors and suppliers

located outside California from whom Contractor makes purchase of $500,000 or more to allocate the use tax to the City.

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

30. NOTICES:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. CITY CONTRACT ADMINISTRATOR:

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

Randall E. Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: RJones@turlock.ca.us

32. INTERPRETATION:

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

33. ANTITRUST CLAIMS:

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

34. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 21 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

_____
Print Name

Address:_____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
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. 16-63, "2016 Local Road Improvements - Slurry ,"** 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. 16-63, "2016 Local Road Improvements - Slurry ,"** 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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SPECIAL PROVISIONS

City Project No: 16-63
2016 Local Road Improvements - Slurry

SECTION 1 SPECIFICATIONS AND PLANS

SPECIAL NOTES:

1. Official bid documents including plans and specifications are available online at http://www.cityofturlock.org/capitalprojects. All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.

1.01 SPECIFICATIONS:

The work described herein shall be done in accordance with the current City of Turlock Standard Specifications and the 2010 Edition of the State of California, Department of Transportation Standard Specifications and Standard Plans (with exception that English units are to be used in place of metric) and in accordance with the following Special Provisions.

The Contract Documents are complementary; what is required by one is as binding as if required by all.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to City.

Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence, with the first item listed having the highest precedence.

1. Contract Change Order (Modifications or changes last in time are first in precedence).
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Special Provisions
6. Notice Inviting Bids and Instructions to Bidders
7. Project Drawings
8. City of Turlock Standard Specifications
9. Caltrans Standard Specifications
10. City of Turlock Standard Drawings
11. Caltrans Standard Plans

With regards to discrepancies or conflicts between written dimensions given on drawings and the scaled measurements, the written dimensions shall govern.

With regards to discrepancies or conflicts between large-scale drawings and small-scale drawings, the larger scale shall govern.

With regards to discrepancies or conflicts between detailed drawings and referenced standard drawings or plans, the detailed drawings shall govern.

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1.02 CONTRACTOR'S RESPONSIBILITY:

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. The Contractor shall investigate to their satisfaction as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1.03 COMPLETENESS AND ACCURACY OF PLANS AND SPECIFICATIONS:

Pursuant to the California Public Contract Code, the bidder is required to review architectural or engineering plans and specifications prior to submission of a bid, and report any errors and omissions noted by Contractor to the architect, engineer or owner five days prior to the bid opening date.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL:

The Contractor's attention is directed to the "Notice to Contractor" for the date, time and location of the mandatory Pre-Bid meeting, if applicable.

The bidder's attention is directed to the provisions in Proposal for this bid for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book must be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of

US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:

The actual sizes, locations and materials of existing utilities and facilities shown on the plans may vary from what is shown on the plans. Attention is directed to the possible existence of underground facilities not indicated on the plans or in the special provisions. Contractor shall be responsible for verifying the locations and nature of the existing utilities, protecting them from damage and notifying Engineer of their location and nature.

Contractor shall examine carefully the site of the work. It is assumed that Contractor has investigated and is satisfied as to the conditions to be encountered as to the character, quality and quantities of work to be performed.

Although the City of Turlock's soil conditions are homogenous and sandy in nature, various subsurface conditions such as hardpan, and ground water may be encountered. The City of Turlock will not be held responsible in any way for the type and character of subsurface conditions encountered. If a subsurface report is desired by Contractor, it will be Contractor's responsibility and expense to verify the subsurface conditions by boring or other means necessary prior to bidding and/or performing work. Attention is directed to Section 5.17, "Preservation of Property," of these special provisions during boring and other miscellaneous operations.

Full compensation for furnishing all labor, materials, tools, equipment (including dewatering devices), and incidentals, and for doing all the work involved with and/or in verifying existing utilities, facilities, site and subsurface conditions as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL:

The Contractor's attention is directed to the provisions in the Contract for the requirements and conditions concerning award and execution of contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the City so that it is received within 10 working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attention: Yolanda Gardini
City of Turlock, Engineering Division
156 S Broadway, Suite 150

Turlock, CA 95380

Bid protests are due in writing by the fifth calendar day after the bid opening and are to be delivered to the following address:

Nathan Bray, PE
156 S Broadway Suite 150
Turlock, CA 95380

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to Section 6 "Time For Performance" of the Contract.

At no time shall construction begin prior to the issuance of the Notice to Proceed. Any work performed prior to the Notice to Proceed shall be done at the Contractor's own risk and payment will not be made therefor.

The Contractor shall follow the sequence of construction and progress of work as specified in Section 5.18, "Order of Work," of these Special Provisions.

Should the Contractor choose to work on a Saturday, Sunday or Legal Holiday as defined in Section 5.11 "Working Hours," of these Special Provisions, the Contractor shall reimburse the City of Turlock the actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

Attention is directed to Section 9 "Liquidated Damages" of the Contract.

A pre-construction meeting will be held between Contractor and City prior to the beginning of construction. The exact time and place of this conference will be determined by City after award of the construction contract.

City shall furnish to Contractor five hard copies of the Contract Documents and plans. Contractor may produce additional copies as needed at Contractor's expense.

SECTION 5 GENERAL

5.01 LABOR NONDISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7 1.01A(4), "Labor Nondiscrimination," of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5.02 PREVAILING WAGE:
Attention is directed to Section 7-1.02K "Labor Code," of the Caltrans Standard Specifications.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

5.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:
When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8 1.07, "Delays," of the Caltrans Standard Specifications.

5.04 SUBCONTRACTING:
No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City may exercise the remedies provided under Pub Cont Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

At the pre-construction meeting, prior to starting work, Contractor shall submit a complete listing of subcontractors and the value of the work each subcontractor will perform. This list shall contain all information identified on Exhibit 12-G of the Local Assistance Procedures Manuel.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS::

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.07 PAYMENTS:

Attention is directed to Section 19, "Payments to Contractor," of the Contract.

At the end of each month the Contractor shall submit a proposed progress invoice. The invoice shall delineate each bid item, the amount of work performed for the invoice period (previous month) and the total amount of work performed to date. A sample invoice with all of the required items will be given to the Contractor at the pre-construction meeting.

The Engineer will review the progress invoice and after any changes the Engineer makes, will issue an official invoice for the Contractor to sign. The Contractor shall sign the official invoice and return to the Engineer. After the Engineer receives the signed, official invoice, the progress payment will be processed.

Retention in the amount of 5% of the progress payment amount shall be held from all progress payments. Retention will be released 35 days after the Notice of Completion has been filed, insofar as no stop notices were filed.

5.08 GUARANTY:

Attention is directed to Section 9-4, "Guaranty," of the City of Turlock Standard Specifications.

5.09 PUBLIC SAFETY:

In addition to any other measures taken by Contractor pursuant to the provisions of the Standard Specifications and the General Conditions, Contractor shall install temporary precast concrete barrier rail between any lane carrying public traffic and any excavation, obstacle or storage area when the following conditions exist:

Excavations: Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except;

(a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.

(b) Excavations less than one foot deep.

(c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.

(d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.

(e) Excavations in side slopes where the slope is steeper than 4:1.

(f) Excavations protected by existing barrier or railing.

At the end of each working day, if a difference of 0.50 feet exists between the elevation of the existing pavement and the elevation of any excavation within 2 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of the existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the cost for other contract items of work and no additional compensation will be allowed therefore.

Personal vehicles of Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25 foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment.

A minimum of one paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 4:00 p.m. on Fridays and the day preceding designated legal holidays and when construction operations are not actively in progress.

5.10 SOUND CONTROL REQUIREMENTS:

Sound control shall be in accordance with Section 7 1.01I, "Sound Control Requirements," of the Caltrans Standard Specifications and these special provisions.

The noise level from Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety law for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.11 WORKING HOURS:

Contractor's working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays.

Contractor shall notify Engineer 48 hours prior to beginning work.

Contractor shall not work outside the above-mentioned working hours without prior written consent of Engineer.

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

5.12 UNDERGROUND SERVICE ALERT REQUIREMENTS:

Contractor shall contact Underground Service Alert of Northern California at least 48 hours in advance of any construction activity, will or could damage or affect any underground utility or subsurface

improvement, and obtain an inquiry identification number. Contractor shall notify Underground Service Alert in the event of change in the project limits or change in original work previously shown on the plans or indicated in the specifications. Contractor shall not commence construction prior to City Inspector receiving City's notice from USA North regarding this construction activity.

5.13 DUST CONTROL:

Dust Control shall conform to the provisions in Section 10, "Dust Control", of the Standard Specifications and these special provisions.

Full compensation for Dust Control will be considered as included in the various contract items of work requiring Dust Control, as determined by Engineer, and no separate payment will be made therefor.

5.14 WATERING:

Watering shall be in accordance with Section 17, "Watering," of the Caltrans Standard Specifications.

Full compensation for Watering will be considered as included in the various contract items of work requiring Watering, as determined by Engineer, and no separate payment will be made therefor.

5.15 USE OF HYDRANTS FOR CONSTRUCTION PURPOSES:

City will permit the use of a hydrant for construction purposes provided that the following are abided by:

1. A spanner wrench shall be the only type of wrench used on fire hydrants.
2. Contractor shall be liable for the damages to or loss of all hydrants and associated water lines and equipment which result from the use of this equipment.
3. Water shall only be used within City limits.
4. The vehicle must be approved by Engineer for approved backflow device.
5. Contractor shall pay a deposit on a water meter provided by the City. After the project ended the Contractor shall return the meter to the City for the release of the deposit.

However, use of city hydrants does not exempt Contractor from providing a water truck where hydrants cannot be utilized due to unsafe working conditions as deemed by Engineer.

5.16 PROGRESS SCHEDULE:

Contractor shall furnish City with a Critical Path Method progress schedule. The progress schedule shall show the construction activities extending for the duration of the working days. Any deviation from the outline must be approved by Engineer. Contractor shall not be allowed to start construction activities until the progress schedule is accepted by Engineer.

5.17 PRESERVATION OF PROPERTY:

The work performed in connection with various existing facilities shall be in accordance with Section 7-8, "Preservation of Property," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid injury or damage to existing improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are to remain in place.

Roadside trees, shrubs and other plants that are not to be removed and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above aground, sewer and water lines, sprinkler systems above or below ground, all roadway facilities, and any other improvements or facilities within or adjacent to the right-of-way shall be protected from injury or damage, and if ordered by Engineer, Contractor shall provide and install suitable safeguards, approved by Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of Contractor's operations they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored to a condition as good or better as when Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. Engineer may make or cause to be made such temporary repairs as necessary to restore to service any damaged facility. The cost of such repairs shall be borne by Contractor and may be deducted from any moneys due or to become due to Contractor under the contract.

The fact that any underground facility is not shown upon the plans shall not relieve Contractor of his responsibility under Section 2.02, "Existing Utilities and Facilities", of these provisions. It shall be Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities that may be subject to damage by reason of his operations.

Full compensation for furnishing all labor materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.18 ORDER OF WORK:

Order or work shall be in accordance with the provisions in Section 5-1.05, "Order of Work," of the Caltrans Standard Specifications and these special provisions.

5.19 AS-BUILTS:

When the job is complete, Contractor shall provide City with as-built drawings. These as-built drawings shall show any and all differences (revisions, additions, etc.) between the signed improvement plans and the installed improvements. The Contractor shall identify all utilities that are located in the field. The as-builts will consist of redlined signed improvement plans. The NOC will not be issued until acceptable as-builts have been received by the Engineer.

5.20 SURVEYING:

Construction survey staking shall be provided by City. Contractor shall provide a staking request no less than 1 week prior to Contractor starting work and not less than 48 hours before the staking is required to continue construction. The Contactor shall provide unimpeded access to the site and allow City survey crew to perform their work.

Contractor shall protect all survey stakes and markers during construction. If survey stakes and/or markers are damaged or destroyed during the course of construction, by vandalism or by any other means, Contractor may submit a request to have the survey re-staked. If re-staking is required, Contractor shall be back charged at the fully burdened hourly rate for the survey crew and shall fully reimburse City for all necessary materials and equipment.

5.21 TESTING:

Unless otherwise noted, City of Turlock will supply all acceptance testing. Coordination of said testing is the responsibility of Contractor through the project's inspector. The Contractor shall provide at least 24 hours' notice to the Engineer in advance of needing acceptance testing. If the Contractor request testing and the Contractor is not ready for the testing to occur, the Contractor shall be back charged the cover the cost of the testing firm.

At sites chosen by the project inspector, City's testing laboratory will conduct all tests. Contractor shall supply any necessary equipment and or labor required to obtain all samples for the completion of the testing process.

City of Turlock shall compensate the testing laboratory for all initial tests. Secondary and all other follow-up tests required due to failure of initial testing shall be reimbursed to City of Turlock based on the following schedule:

Water sample test: $300.00 Per Test
Compaction test: $100.00 Per Test

5.22 SUBMITTALS:

General submittals shall be made in accordance with Section 5.25, "Internet Based Construction Management System," of these special provisions. If a physical copy of a submittal is required, the following shall apply.

Before making submittals, Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved outline of construction activity. Each submittal shall clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All Submittals shall be made to Engineer by Contractor, including those generated by subcontractors and suppliers. Contractor shall carefully review all subcontractor and supplier submittals before submitting to Engineer for review. Submittals received from sources other than Contractor's office shall be returned without action. If a submittal contains extraneous information, unmarked options or is incomplete, it will be returned to Contractor for correction and require re-submittal.

Submittals will be processed by Engineer within ten (10) working days after receipt from Contractor. Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by Engineer shall not relieve Contractor or any subcontractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by Engineer, Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been favorably reviewed by Engineer.

Contractor shall deliver five copies of each submittal to Engineer. Each submittal shall contain, at a minimum, the following information:

1. Title page including the following information:

Project Number and Name.
Name of Contractor.
Name of subcontractor (if applicable).
Description of item.
Item Number on Bid Schedule.
Date of Submittal.
Contractor's initials and date indicating approval of item for submittal to Engineer.

2. Index Sheet (For submittals containing information on multiple components. Each component shall be cross-identified with reference to a divider tab number).

3. Divider Tabs (For submittals containing information on multiple components. Tab numbers shall correspond to the index sheet for each component in the submittal).

4. The brochure, product data sheet or catalog cut (For each component in the submittal, separated by their respective divider tabs).

5. For shop drawings, Contractor shall submit five (5) clean, low background reproducible prints. Shop drawings larger than 11 x 17 in. shall be rolled, not folded.

6. Submittals that involve engineering computations or original design work shall show the name, the California State registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with applicable standards, codes and accepted engineering practices.

7. For product samples, Contractor shall submit two (2) representative samples, one of which may be retained for the duration of the project or indefinitely at the discretion of Engineer. Although a reasonable attempt will be made to maintain the samples in good condition, neither City nor its representative will be responsible for the condition of the samples if returned to Contractor.

8. For material samples, unless a specific quantity is called for in the contract documents, Contractor shall submit a representative sample of the material, which may be retained for the duration of the project or indefinitely at the discretion of Engineer.

9. Certificates of compliance shall be submitted by Contractor to Engineer for those materials and products for which no sample and test results are specified. Certificates of compliance shall include the following information:

Statement that the product complies with the respective contract specifications.

Producer's name and address, product trade name and catalog number (if applicable), place of product origin, quantity of product to be furnished, and related contract plans and specification section numbers.

A certified copy of test results pertaining to the product from a certified independent testing laboratory. At the option of Engineer certified test results shall be signed and sealed by a Professional Engineer licensed to practice in the state of California.

Contractor shall submit Material Safety Data Sheets (MSDS) for all materials used or stored on the site that possess a MSDS, including materials used by Contractor for maintenance of equipment.

5.23 NOTICE OF POTENTIAL CLAIM:

Attention is directed to Section 5-1.43 "Potential Claims and Dispute Resolution," of the Caltrans Standard Specifications.

5.24 PRESERVATION OF EXISTING MONUMENTS:

Preservation of existing monuments shall be Contractor's responsibility. Contractor shall notify Engineer of all monuments that may/will be disturbed by construction operations. Engineer will tie off said monuments and provide Contractor a notice to proceed.

Once Contractor is finished with its construction operations, Engineer will relocate the monuments. Contractor shall install a monument will with concrete collar at each location which shall conform to the provisions in Section 22-1 "Survey Monuments" and Drawing M-1 "Monument Detail", of the Standard Specifications and these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved with protecting existing monuments as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.25 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

General

The Engineer and Contractor shall utilize Virtual Project Manager (http://www.virtual-pm.com/), herein after called VPM, for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. VPM is an electronic project management system accessible through the Internet used to create, share, and review construction management documentation. VPM is provided by the Engineer at no cost to the Contractor. VPM will be made available to all Contractors' personnel, subcontractor personnel, suppliers, consultants, Engineer, and any of Engineer's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor personnel, including subcontractors and suppliers, as requested by Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on VPM shall be the responsibility of the Contractor.

The Contractor shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM through their internet service provider.

The Contractor shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. The Contractor shall utilize the existing forms in VPM to the maximum extent possible. If a form does not exist in VPM the Contractor must include their own form or a form provided by the Engineer as an attachment to a submittal, RFI, or other document within VPM. Note that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a "print to file" feature or "save as pdf" feature, rather than optically scanned whenever possible.

Contractor shall provide a list of key VPM personnel for the Engineer's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number, and email address. The Engineer is responsible for adding and removing users from the system and establishing read, write, and approval permission levels.

Company Documents

This area is reserved for general documentation not related to a specific project. Only the Engineer shall post content in this area. Examples of content found in this area are: the City of Turlock Standard Specifications and Drawings, the 2010 Caltrans Standard Specifications, and the 2010 Caltrans Standard Plans. All files are in PDF format.

Project Summary

The project summary tab provides an overall summary of the project. It includes the current weather, the working days remaining and a summary of work for the past week. The summary of work is generated from the City's project inspector and the daily logs. This tab is for information only and the Contractor shall not take any action here.

Task Manager

The project schedule the Contractor submits is converted into a format that is uploaded by the Engineer into the task manager tab. The Contractor is responsible for providing schedule updates to the Engineer whenever the work progress in a manner different than the approved schedule.

Change Order Manager

The change order manager tab shall be used to track project change orders. Any potential change orders shall be tracked as a Request for Information (RFI) in the RFI tab. Once the Engineer agrees that a RFI will result in a contract change order, a new contract change order shall be created by the Engineer in the change order manager tab. The Engineer will finalize the contract change order through this tab.

Once the change order is finalized, the Engineer will present the contract change order at a City Council meeting. After City Council approval the Engineer will make payment on the contract change order.

Transmittals

The transmittal tab shall be used to communicate general project information amongst all parties as well as used by the Contractor in the submission of certified payroll reports. The Engineer will upload the project-specific information including: bid documents, conformed plans, conformed specifications and the Notice to Proceed to the transmittal tab.

The Contractor shall submit certified payroll reports on a weekly basis through the transmittal tab. Each week shall have a separate transmittal where all the certified payroll reports and statements of non-performance for each contractor shall be posted.

Submittals

All submittals shall be submitted through the submittal tab. The preferred document type is PDF.

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All submittals shall be generated from the prime contractor and any submittals that are uploaded by subcontractors or suppliers will not be reviewed. Contractor shall carefully review all subcontractor and suppliers submittals before submitting it to the Engineer for review. If a submittal contains extraneous information, unmarked options or is otherwise incomplete, it will be rejected and the Contractor shall make corrections and upload the resubmittal. Any resubmittal shall be made to the same transmittal item in VPM.

Submittals shall be processed by the Engineer within ten working days after upload to VPM. The Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by the Engineer shall not relieve the Contractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by the Engineer, the Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been approved by the Engineer.

Each submittal shall have a unique title that is comprised of the item followed by a comma and the section of the specifications that reference the item (e.g. Minor Concrete, Section 8.01). The submittal type shall either be project materials or project information. The submittal description shall be used to identify any pertinent information or list a description of the item being submitted.

Certificates of compliance shall be submitted through the submittal tab. The submittal type shall be "certificate of compliance".

The Contractor shall submit progress invoices on the last working day of the month through the transmittal tab (select "progress invoice" for the type). The Engineer will review the submitted content and if found acceptable the Engineer will upload an official invoice for the Contractor to sign. The

Contractor shall sign in blue ink and upload the signed invoice to the same transmittal where the Engineer will then process for payment.

RFIs

The RFI tab shall be used to request information from the Contractor to the Engineer. The Contractor shall create a RFI upon recognition of any event or question of fact arising from the contract work. The RFI type for this submittal shall be "Request for Information." The Engineer will also utilize the RFI tab in a similar manner when there is a question for the Contractor; this RFI type shall be "Response Required."

The Engineer will respond to a RFI submitted by the Contractor within five days. The Contractor shall proceed with the work unless otherwise ordered. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.23 "Notice of Potential Claim" of the special provisions.

If the Engineer states the RFI leads to a change in scope, change in conditions, differing site conditions or extra work; a contract change order will be issued.

Daily Logs

The daily log tab is used by the City to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab.

WSWD

The weekly statement of working days will be posted to the WSWD tab. VPM automatically generates the WSWD from the information entered into the daily log tab. The WSWD shows the working days and non-working days charged for the reporting week, any time adjustments, a work completion date with the remaining working days left in the contract and the controlling activities for the week.

The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.23 "Notice of Potential Claim" of the special provisions.

SECTION 6 (BLANK)

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SECTION 8 MATERIALS

8.01 MINOR CONCRETE:

Minor Concrete shall conform to the requirements of Section 90-2, "Minor Concrete," of the Caltrans Standard Specifications.

SECTION 9 DESCRIPTION OF WORK

The work consists, in general of: mobilization and demobilization, temporary traffic control, remove existing improvements, install temporary striping and markers, placing slurry seal, installing thermoplastic striping, marking, and markers, installing street signs, street sweeping, and other associated work.

The work includes all necessary labor, materials, tools, equipment and any incidentals needed to perform the improvements as shown on the contract plans.

SECTION 10 CONSTRUCTION DETAILS

10.01 MOBILIZATION & DEMOBILIZATION:

Mobilization is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personal, equipment, supplies and incidentals to / from the project site; for the payment of premium cost and insurance for the project; for any necessary costs of acquisition of equipment, including purchase and mobilization expense; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided in the contract.

Payment for mobilization will be made at the contract lump sum price which will be limited to five percent of the total base bid price. Partial payments under this item will be made in accordance with the following provisions:

The first payment of the lump sum price for mobilization will be fifty percent of the contract lump sum price and will be paid with the first request provided that all submissions required are submitted by the Contractor to the satisfaction of the Engineer.

The second payment of the lump sum price for mobilization will be twenty five percent of the contract lump sum price and shall be included in the second pay request.

The third and final payment of the lump sum price for mobilization will be included in the final pay request.

10.02 REMOVE EXISTING IMPROVEMENTS:

All signs, thermoplastic striping, markings and pavement markers (Buttons) that conflict with the final striping, markers, and markings as shown on the plans shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Caltrans Standard Specifications.

Removal of existing signs, striping, markings and markers will be paid for by the lump sum as determined by the Engineer and adjusted by the amount of any change order.

The contract lump sum price paid for removing existing improvements shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved

in removing the existing improvements as shown on the plans, including all saw-cutting, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.03 SLURRY SEAL:

Slurry seal shall conform to the provisions in Section 37-3, "Slurry Seal," of the Caltrans Standard Specifications and these special provisions.

The slurry seal area shall be considered as the entire width of roadway and shall extend the full length of the street to the limits of the adjacent street unless otherwise indicated.

Asphaltic emulsion shall be, at the option of the Contractor, either quick-setting Type QS1h or CQS1h and shall conform to the requirements in Section 94, "Asphaltic Emulsions," of the Caltrans Standard Specifications.

The contractor shall prepare the existing paved surfaces for slurry seal. Such preparation shall include thoroughly cleaning the area by sweeping, or other means necessary to remove all loose particles of paving, oil spots, vegetation, dirt, debris, litter, leaves and any other extraneous material.

At least 48 hours prior to the beginning of slurry seal operations, the Contractor shall notify all effected businesses, agencies and residences by an approved, written notice detailing locations and limits of work to be done and the hours of work. The Contractor shall, prior to the beginning of slurry seal operations, post all parking areas that are to be worked upon with approved, "No Parking - Tow Away" sign. These signs shall also state the day of the week and hours of no parking. A copy of said notice shall be supplied to the City at the pre-construction meeting.

The contractor shall remove and dispose of all pavement markers, thermoplastic and painted lines prior to slurry seal work on any individual street. If the contractor chooses to use a grinding machine to remove the pavement markers and lane lines, a sweeper vehicle shall follow within 500 feet of the grinding operation at all times.

All manhole covers, valve boxes, monuments, and utility vaults shall be masked prior to slurry sealing, in accordance with Section 37-2.03D "Surface Preparation" of the Caltrans Specifications. Masking shall be performed in such a manner that lettering is not obliterated and covers are not sealed in place. Contractor shall utilize smaller/less heavy equipment on bike path areas to prevent damage of existing surfaces. Any damage to the existing surface of bike paths resulting from the Contractors operations shall be repaired by the Contractor at no expense to the City. At the conclusion of slurry sealing, the Contractor shall remove all masking material and demonstrate the "freeness" of all covers to the satisfaction of the City Engineer.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the surface and shall not show separation of the emulsion and aggregate after setting.

Vehicular traffic, including public traffic, shall not be allowed upon the work until, in the Engineer's judgment; the slurry sealed surface is able to sustain traffic without visible damage or marking. A minimum of 4 hours cure time will be required for all treated surfaces.

ROLLING AFTER SLURRY

Once the slurry seal surface has cured sufficiently to support rubber tired vehicle traffic and the danger of material pick-up has passed, the slurry shall be rolled by a pneumatic-tired roller having tire pressures of 40-50 pounds per square inch. Sufficient water shall be used to prevent pick-up of the slurry material. Excess wetting water on the roller tires will not be permitted.

The pneumatic-tired roller shall have a minimum weight of 18,000 pounds (with ballast) and a minimum of 7 smooth treaded tires, each with a minimum tire size of 7.5x15 and 6 ply rating. A smaller pneumatic-tired roller may be required on bike path areas to prevent damage to existing surfaces. Any damage to the existing surface of bike paths resulting from the Contractors operations shall be repaired by the Contractor at no expense to the City. A minimum of 4 complete passes over each slurry street shall be performed to achieve a tight and dense surface.

STREET SWEEPING

Thoroughly vacuum and sweep all slurred pavements prior to striping, or 2 weeks after the slurry seal placement, whichever is sooner.

Thoroughly vacuum and sweep all slurred pavements 2 weeks after initial sweeping.

Type I Slurry Seal will be measured and paid for by the square yard as determined by the Engineer and adjusted by the amount of any change order.

The contract price paid per square yard for Type I Slurry Seals shall be at the respective unit prices as set forth in the proposal and shall include all labor, materials, tools, equipment, saw cutting, excavation, hauling, rolling, sweeping, compaction and all work necessary for the completion of these items as specified in the City of Turlock Standard Specifications and Drawings, the plans, these Special Provisions and as directed by the Engineer.

Type II Slurry Seal will be measured and paid for by the square yard as determined by the Engineer and adjusted by the amount of any change order.

The contract price paid per square yard for Type II Slurry Seals shall be at the respective unit prices as set forth in the proposal and shall include all labor, materials, tools, equipment, saw cutting, excavation, hauling, rolling, sweeping, compaction and all work necessary for the completion of these items as specified in the City of Turlock Standard Specifications and Drawings, the plans, these Special Provisions and as directed by the Engineer.

10.04 THERMOPLASTIC STRIPING AND MARKINGS:

All traffic stripes and pavement markings shall conform to Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications. All striping and markings shall be Thermoplastic and shall conform to Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications.

Pavement markings shall be measured in accordance with the Caltrans Standard Plans by the square foot.

Thermoplastic striping and markings shall be placed 7 calendar days after paving work has ceased.

Traffic stripes shall be measured by the linear foot, respective to the detail on the Caltrans Standard Plans.

Quantities of Thermoplastic Pavement Markings to be paid for by the square foot will be calculated on the basis of the dimensions shown on the Caltrans Standard Plans adjusted by the amount of any change ordered by Engineer.

The contract price paid per square foot for Thermoplastic Pavement Markings shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing Thermoplastic Pavement Markings, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

Quantities of Thermoplastic Pavement Striping to be paid for by the linear foot will be calculated on the basis of the dimensions shown on the Caltrans Standard Plans adjusted by the amount of any change ordered by Engineer.

The contract price paid per linear foot for Thermoplastic Pavement Striping shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing Thermoplastic Pavement Striping, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.05 PAVEMENT MARKERS:

All pavement markers shall conform to Section 85, "Pavement Markers," of the Caltrans Standard Specifications.

Contractor shall install blue raised reflective pavement markers to mark fire hydrant locations. The blue reflective pavement markers shall be placed 6 inches from the centerline stripe or approximately center of the pavement where there is no centerline stripe on the side nearest the fire hydrant.

Ceramic markers shall not be used.

Pavement markers shall be placed 7 calendar days after paving work has ceased.

The contract price paid per each for Pavement Markers shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing Pavement Markers, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.06 FINAL CLEANUP:

Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat clean condition to the satisfaction of the Engineer. The Contractor shall clean the area of all construction related materials and sweep the entire project area including sidewalk and gutter thoroughly. All construction signs, cones, barricades, and conflicting markings shall be removed. At

the request of the Contractor, a final punchlist will be provided. After all items of the punchlist have been completed to the satisfaction of the Engineer, the Engineer will issue substantial completion. The accrual of working days will cease after substantial completion has been issued.

SECTION 11 BLANK

SECTION 12 WORK ZONE MOBILITY

12.01 POLICY:

To provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.

12.02 TRAFFIC MANAGEMENT PLAN:

1. Temporary Traffic Control Plan

The Contractor shall develop and submit a temporary traffic control plan (TTCP) to the Engineer for review. The TTCP shall be prepared and signed by a person competent to perform said design. If the Engineer accepts the TTCP, the Contractor shall implement the TTCP.

The Contractor will be allowed to close lanes of traffic to accomplish the Work, provided that one lane in each direction is open to traffic. If the Work requires closure of lanes that would make it impossible to leave one lane in each direction open to traffic, the Contractor will be allowed to use flaggers and have one lane of traffic open. The Contractor will bear the entire cost of the flagging.

The Contractor will not be allowed to close the road to traffic at any point.

Contractor shall meet the requirements outlined in Section 11 of the City of Turlock Standard Specifications.

The Contractor shall bear the full cost of flagging operations.

The Contractor shall only be allowed to place traffic control devices for closures of lanes in areas where Work is occurring. If an area is not being worked on, the traffic control devices must not restrict traffic.

In times of low visibility (dark, foggy, etc.) the Contractor shall affix flashing beacons to all traffic control devices in a standard method.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The cost of repairing or replacing said traffic control devices shall be the responsibility of Contractor. The cost of supplying any and all traffic control devices shall be considered as included in other contract items of work and no additional compensation will be allowed therefore.

If the Contractor does not adhere to the accepted TTCP, the Engineer will shut down the Contractor for the remaining day and any subsequent days it take the Contractor to make traffic control devices adhere to the accepted TTCP. Such shut downs are not subject to additional working days.

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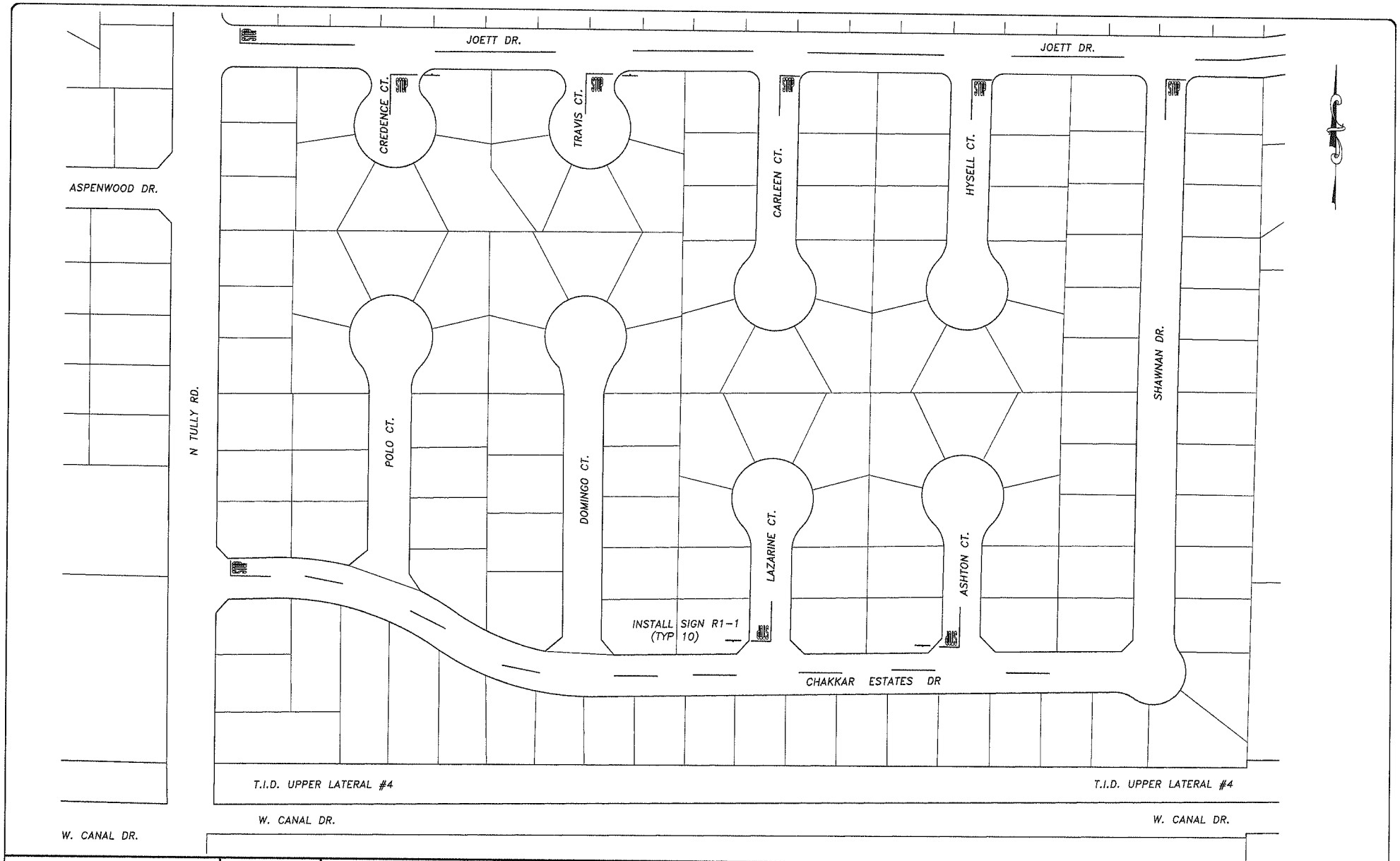

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NOTE:
ALL REFERENCES AND WRITTEN DIMENSIONS SHALL SUPERCEDE ALL SCALED DISTANCES AND SHALL BE VERIFIED IN THE FIELD. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

MICHAEL G. PITCOCK, P.E.
DIRECTOR OF DEVELOPMENT SERVICES/CITY ENGINEER

PLANS APPROVED DATE

REGISTERED PROFESSIONAL ENGINEER
MICHAEL G. PITCOCK
No. 16-63
CIVIL
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

NATHAN B. BRAY, P.E.
PRINCIPAL CIVIL ENGINEER

DATE:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, STE 150
(209) 668-5520

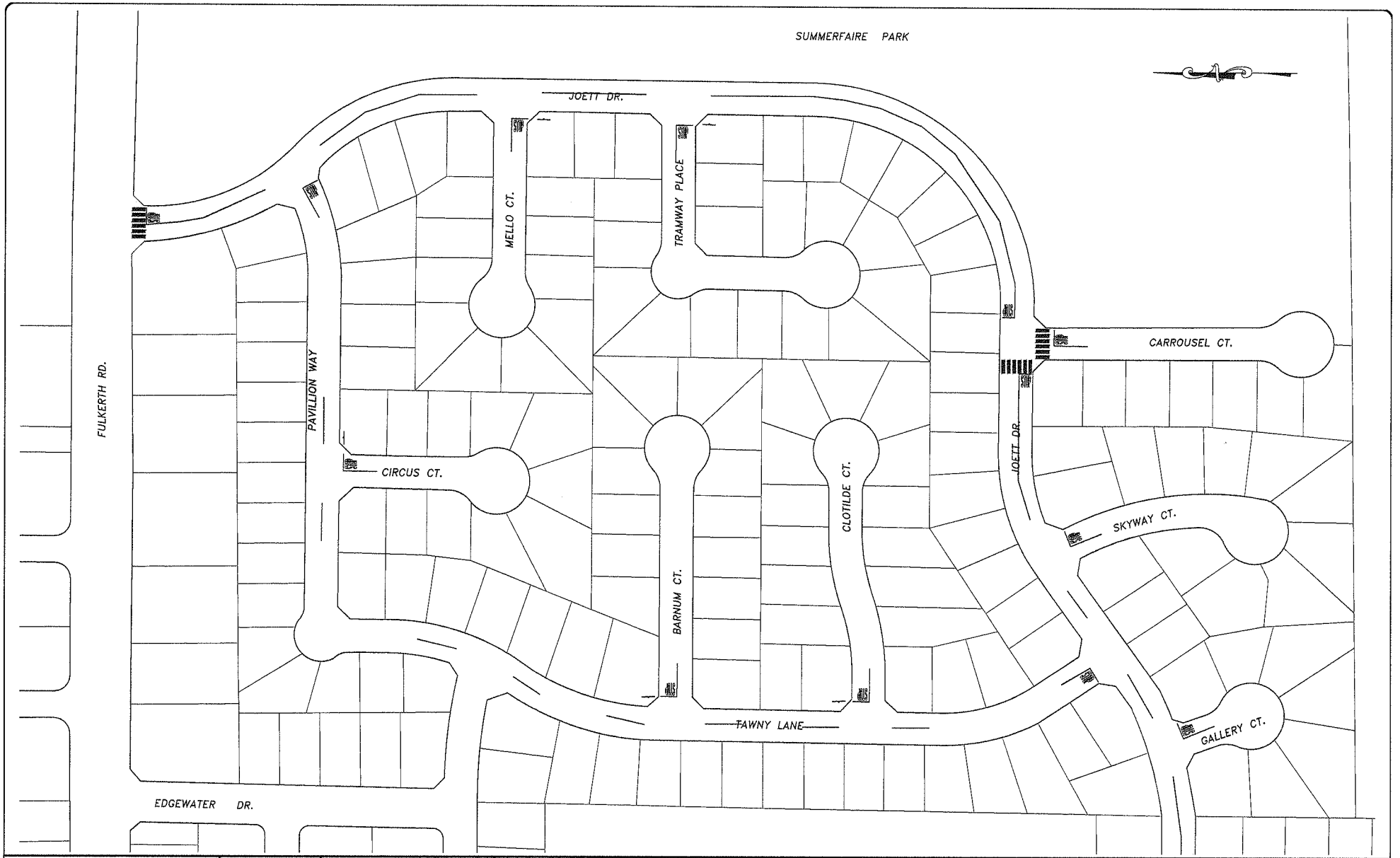
CONSTRUCTION PLAN

CAPITAL PROJECT NO. 16-63
2016 LOCAL ROADWAY IMPROVEMENTS

VERIFY SCALE
BAR IS 1" ON ORIGINAL DRAWING
0 1/4" 3/4" 1"
1/2"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWN BY:	JSH
REV. BY:	--
CH. BY:	RJ
DATE:	JULY 19, 2016
SCALE:	NONE
16-63 BASE SS	

SHEET 2 OF 3



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NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL SUPERSEDE ALL SCALED DISTANCES AND SHALL BE VERIFIED IN THE FIELD. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

MICHAEL G. PITCOCK, P.E.
DIRECTOR OF DEVELOPMENT SERVICES/CITY ENGINEER

PLANS APPROVED DATE

REGISTERED PROFESSIONAL ENGINEER MICHAEL G. PITCOCK No. CIVIL STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

NATHAN B. BRAY, P.E.
PRINCIPAL CIVIL ENGINEER

DATE:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, STE 150
(209) 668-5520

CONSTRUCTION PLAN

CAPITAL PROJECT NO. 16-63
2016 LOCAL ROADWAY IMPROVEMENTS

VERIFY SCALE
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0 1/4" 3/4" 1" 1/2"
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DRAWN BY: JSH
REV. BY: --
CH. BY: RJ
DATE: JULY 19, 2016
SCALE: NONE
16-63 BASE SS

SHEET 3 OF 3

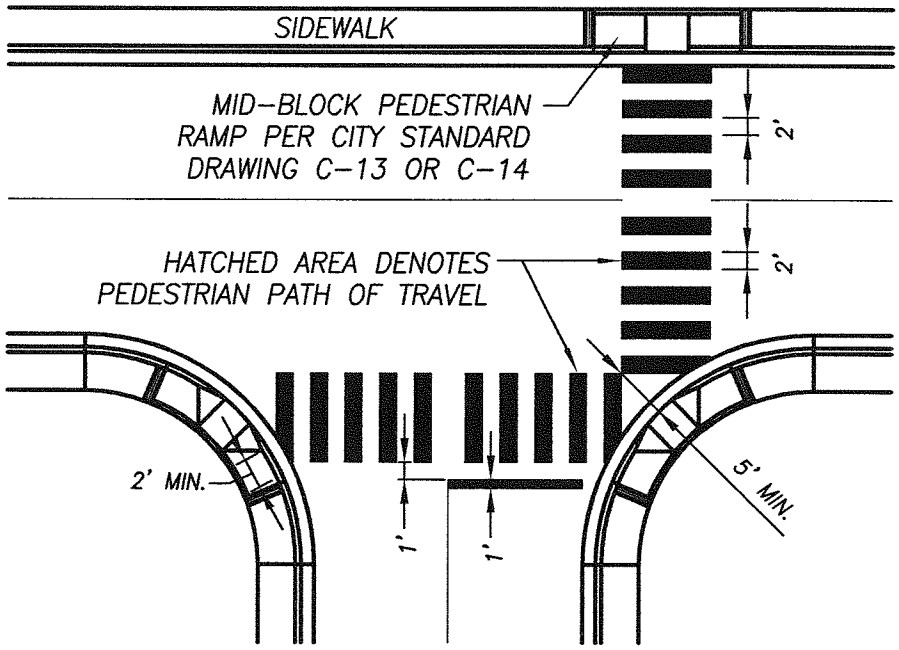
NOTES:
1. CROSS WALK SHALL BE THERMOPLASTIC MATERIAL.

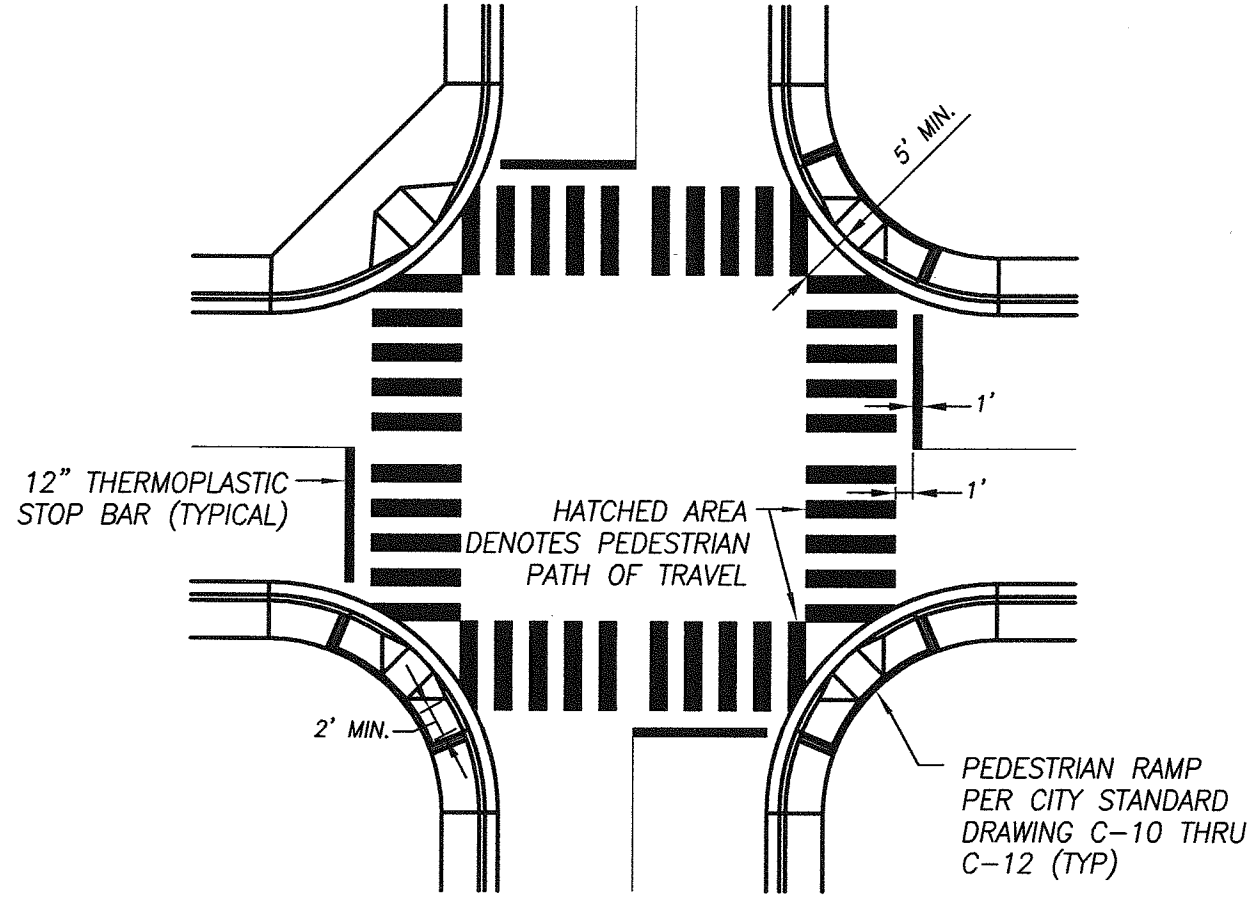
2. EACH BAND OF THERMO-PLASTIC MATERIAL SHALL BE 2' WIDE.

3. EACH GAP SHALL BE 2' WIDE, SHRINK MIDDLE GAP IF NECESSARY.

4. 5' MINIMUM CLEAR SPACE FROM FLOWLINE TO CLOSEST EDGE OF THERMOPLASTIC.

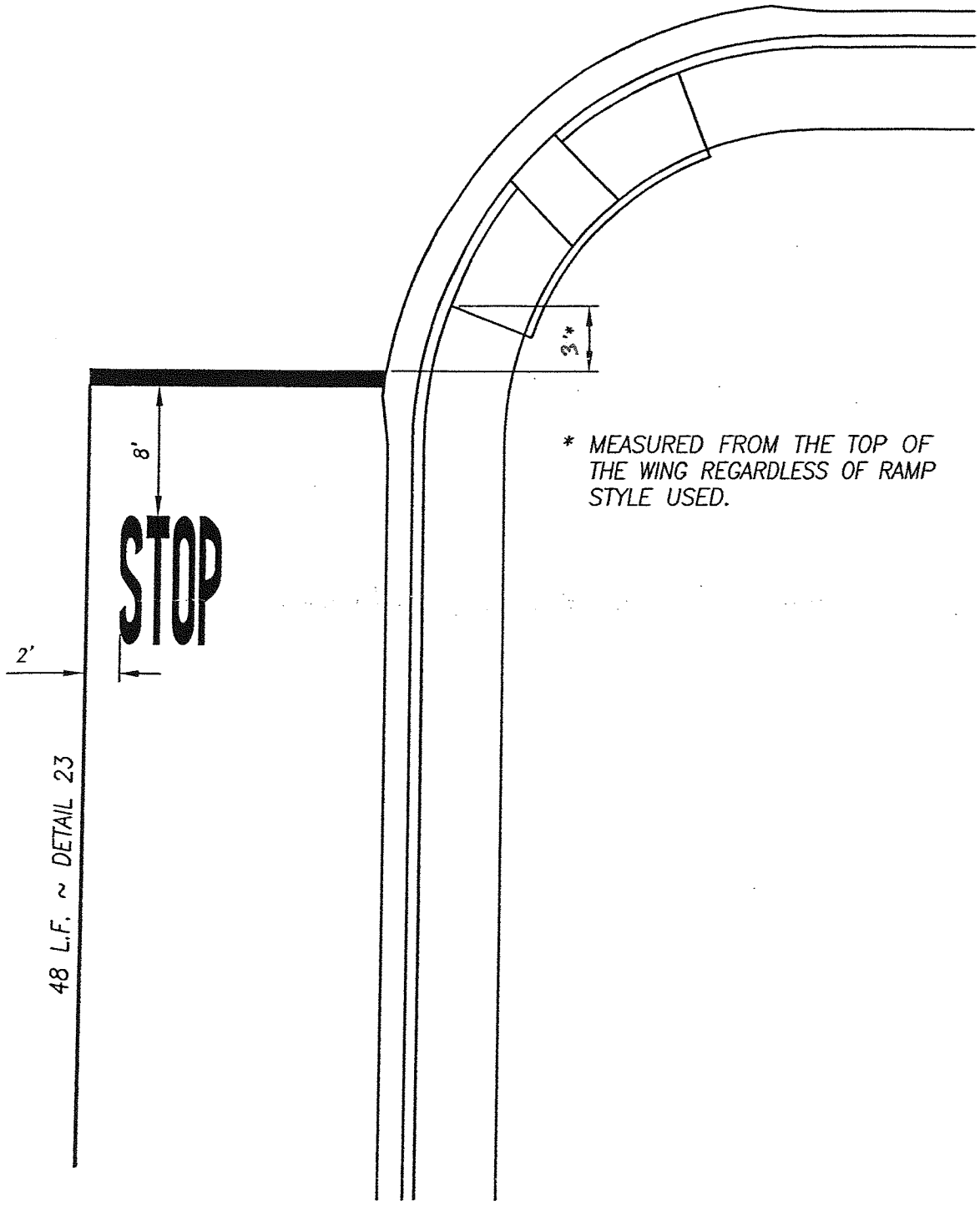
5. THERMOPLASTIC BAR SHALL START 2' FROM BEGINNING OF WING FOR ACCESS RAMP.





CROSS WALK LAYOUT

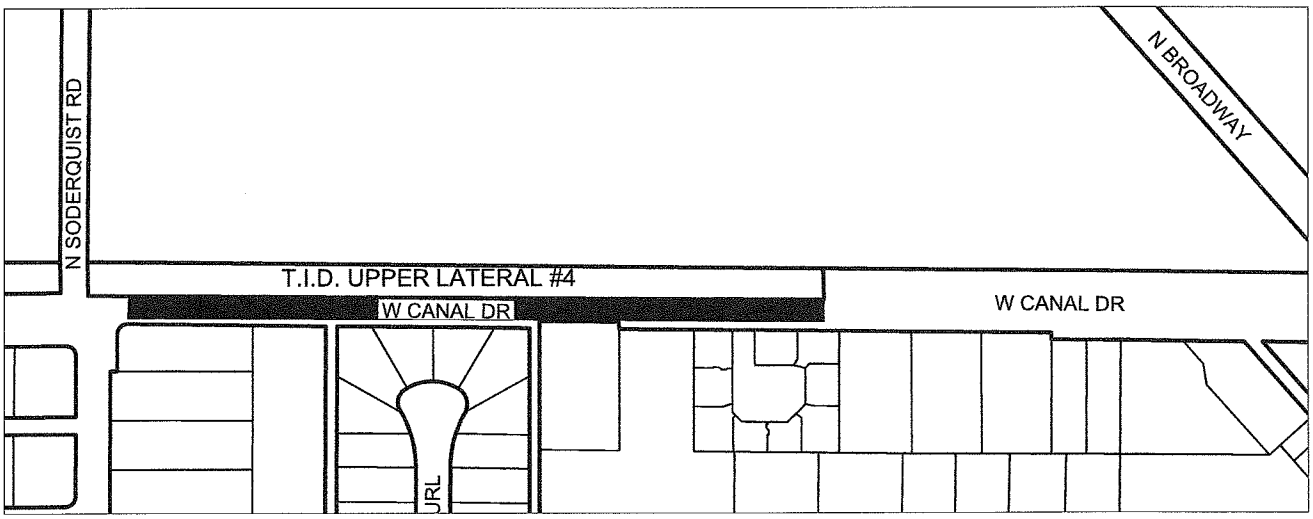
CITY OF TURLOCK INC. 1908	DRAWN BY: AZ	CITY OF TURLOCK	DRAWING NO. C-17
	CHECK BY: NBB	APPROVED BY:	COUNCIL APPROVAL DEC, 2015
	SCALE: NONE	CITY ENGINEER – MICHAEL G. PITCOCK – RCE 52694	



* MEASURED FROM THE TOP OF THE WING REGARDLESS OF RAMP STYLE USED.

OPTION #2

EXHIBIT B



NOTICE TO CONTRACTORS,

PROPOSAL,

AGREEMENT, &

SPECIAL PROVISIONS

FOR CONSTRUCTION ON
Project No: 16-63
Local Road Improvements - Canal Drive Overlay

IN STANISLAUS COUNTY,
TURLOCK, CALIFORNIA.

Development Services Department/ Engineering Division

Phone: (209) 668-5599 ext 4421
Contact Person: Randall E. Jones

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

Proposals shall be delivered to Turlock, California
at or before 2:00 PM on Thursday, September 8, 2016
at the office of the City Engineer,
Development Services: Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380

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CITY OF TURLOCK, CALIFORNIA
NOTICE TO CONTRACTORS

Sealed proposals will be received by the City Engineer of the City of Turlock, Development Services/Engineering Division, 156 S. Broadway, Suite 150, Turlock, California 95380, until 2:00 PM on Thursday, September 8, 2016, for:

City Project No. 16-63
Local Road Improvements - Canal Drive Overlay

In accordance with and as described and provided in the plans, specifications and the proposed form of contract therefore, all of which are on file in the office of the City Engineer, and to which special reference is hereby made.

No verbal, telegraphic, electronic mail, facsimile, or telephone Proposals shall be considered.

Proposals are required to be complete and for the entire work, materials and improvements unless the contrary is indicated in the specifications.

In accordance with the provisions of California Business and professions Code, Section 7028, Contractor shall possess one of the following Contractor license(s) at the time of bid and for the duration of the contract:

1. A - General Engineering Contractor
2. C-12 - Earthwork and Paving

Failure to possess the specified license(s) shall render the Bid as non-responsive, shall act as a bar to award of the contract to any Bidder not possessing said license(s) at the time of Bid opening and shall result in the forfeiture of the security of said Bidder. Furthermore, any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's License Board.

Each proposal must be accompanied by cash, cashier's check, or check certified by a responsible bank, or by a bid bond, the proposed form of which is on file in the office of the City Engineer of said City and to which special reference is hereby made in a sum not less than ten percent (10%) of the total amount bid, payable to the City of Turlock as liquidated damages in the case the bidder is awarded the contract and fails within ten (10) days after the date of mailing to him by the City Engineer of a notice of award of the contract and that the contract is ready for signature to execute the above-mentioned written contract and file with the City Engineer satisfactory insurance certificates as required by the terms of said contract and satisfactory bonds as required by law for the faithful performance of said contract and for the protection of material, men and laborers. Special reference is hereby made to Sections 5100, et. seq., of the Public Contracts Code of the State of California and to the proposed forms for said bonds now on file in the office of the said City Engineer for further particulars regarding bonds.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

Bidders' attention is directed to the insurance requirements in the contract. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

No proposal will be considered unless made on forms furnished by the City Engineer of said City at his office of said City. Each proposal must be sealed, and the envelope containing the same must be addressed to the City Engineer of the City of Turlock and must be plainly marked. Each proposal shall clearly identify the bidders name and address on the sealed envelope.

Each bid shall separately state in figures the price offered for the approximate quantity of each item set forth and shall also state in words and figures the total contract price. Quantities set forth in the proposal form and in the specifications are approximate only, being given as a basis for comparison of bids, and the City of Turlock does not expressly or implied agree that the actual amount of work or materials will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or materials as may be deemed necessary by the City Engineer.

Proposals may not be withdrawn for a period of sixty (60) days after the time fixed for opening of proposals. The City Council of the City of Turlock reserves the right to reject any and all proposals or any part thereof and to waive any errors or informalities in any proposals and to set and act as sole judge of the merit and qualifications of the equipment, supplies or services offered.

At the request and expense of Contractor, pursuant to Division 2, Part 5, Section 22300, et. seq., of the Public Contracts Code, securities equivalent to any funds withheld as retention from progress payments made under this contract may be deposited with the City of Turlock or with a State or Federally chartered bank as escrow agent, who shall pay such moneys to Contractor upon completion of the contract.

Copies of the Contract Documents, including Instructions to Bidders, Bid Proposal forms, Plans and Specifications, may be downloaded from the engineering division's web site or purchased for a non-refundable fee of **Fifteen** dollars **($15)** at the Office of the City Engineer, 156 S. Broadway, Ste. 150, Turlock, CA 95380, Phone (209) 668-5520. For additional information, go to **http://www.cityofturlock.org/capitalprojects**

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway

construction contract fraud and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

The contractor shall post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

DATED: _____ CITY OF TURLOCK

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

PROPOSAL

Project No. 16-63

Local Road Improvements - Canal Drive Overlay

City of Turlock, California

DATED:_____

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER:_____

BUSINESS ADDRESS:_____

PLACE OF RESIDENCE:_____

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

The Contractor shall submit the following at the time of Bid in order for the Bid to be considered responsive:

- Completed Proposal, pages 4 - 14;

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: Local Road Improvements - Canal Drive Overlay

PROJECT NUMBER: 16-63

OPENING DATE: Thursday, September 8, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1		
2	Remove Existing Improvements	LS	1		
3	Temporary Traffic Control	LS	1		
4	Construction Project Sign	EA	1		
5	Grinding	SY	1,067		
6	Hot Mix Asphalt	TON	420		
7	Pavement Striping (Detail 23)	LF	1,200		
8	Pavement Marker (Type BB)	EA	3		
9	Adjust Frames to Grade	EA	10		
10	Driveway Curb and Gutter	LS	1		
11	Access Ramps	EA	4		
12	Pavement Fabric	SY	3,733		
Subtotal					

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDA

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

TOTAL BID WRITTEN IN FIGURES: $ __, __ __ __ , __ __ __ . __ __

TOTAL BID WRITTEN IN WORDS: _____

CONTRACTOR: _____

COMPANY'S NAME: _____

BY: _____

ADDRESS: _____
(Number) (Street)

_____
(City) (State) (ZIP)

CONTRACTOR'S PHONE #:_____

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

_____, Contractor's License #_____, Class___
(Company's Name)

Expires_____. This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X_____
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(**IMPORTANT NOTICE**: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,

License No._____Expiration Date_____.

DATED:_____, 20_____

Address:_____

Phone:_____

X_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X_____

Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(AFFIX SEAL)

_____

NOTARY PUBLIC SIGNATURE

_____

NOTARY PUBLIC PRINTED NAME

INFORMATION REQUIRED OF BIDDER

The bidder is required to provide the following information. Additional sheets may be attached if necessary.

Contractor's mailing address:_____

Contractor's telephone number:_____

Number of years experience as a contractor in construction work or installation work similar to that required in these specifications:

_____

Name of person who inspected the site of the proposed work for your firm:

_____

Date of Inspection:_____

List at least four projects completed as of recent date:

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub: _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub: _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub : _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub : _____
Date Completed: _____
Liquidated Damages Assessed: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as BIDDER, and _____ as SURETY a corporation duly organized under the laws of the State of _____ and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum _____

_____

Dollars ($_____).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, Development Services Department, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

_____, _____, 20___, at_____.
(day) (date) (time)

for **Project No. 16-63, "Local Road Improvements - Canal Drive Overlay."**

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____day of _____, 201_.

BIDDER

_____**(SEAL)**
(Bidder's Name and Corporate Seal)

_____
(Signature)

_____
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

_____**(SEAL)**
(Surety's Name and Corporate Seal)

_____
(Signature)

_____
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF SURETY'S ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

SUB-CONTRACTORS
City Project No. 16-63
Local Road Improvements - Canal Drive Overlay

Prime Contractor:_____ DIR NUMBER:_____

The bidder is required to provide the following information concerning his sub-contractors in accordance with Sections 4100 et. seq., inclusive, of the California Public Contracts Code. Sub-contractors listed below must be properly licensed under the laws of the State of California for the type of work which they are to perform. List all sub-contractors who will furnish work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. Do not list alternate sub-contractors for the same work.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-63
Local Road Improvements - Canal Drive Overlay

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and _____ hereinafter called "Contractor" on this _____ day of _____, 20__ (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 _____, 20__, 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: grinding, placement of pavement reinforcing fabric, hot mix asphalt, installation of traffic striping, markers, and markings, adjusting frames and covers to grade, installing driveway curb and gutter, 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. 16-63, "Local Road Improvements - Canal Drive Overlay ."**

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 _____ **and XX/100ths Dollars ($_____.__).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty (20)** working days beginning on the

first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

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

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

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

9. **DELAY 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 accordance with Section 7203 of the Public Contract Code, 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 **Five Hundred** and no/100ths Dollars **($500.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay 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 delay 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.

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

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

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

damage.

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

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

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

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

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

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

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

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

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

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

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

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

(i) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. PROOF OF CARRIAGE OF INSURANCE:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. WAGES & HOURS OF EMPLOYMENT:

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

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

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

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault

of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

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

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

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

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

(d) City may terminate this agreement, in which case Contractor shall be entitled to

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

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

28. **PROVISIONS CUMULATIVE:**

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

29. **TAXES:**

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

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

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

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

30. **NOTICES:**

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

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

Randall Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: RJones@turlock.ca.us

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

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

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 21 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

_____
Print Name

Address:_____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael G. Pitcock, P.E., Development Services Director / 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. 16-63, "Local Road Improvements - Canal Drive Overlay,"** 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. 16-63, "Local Road Improvements - Canal Drive Overlay,"** 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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SPECIAL PROVISIONS

City Project No: 16-63
Local Road Improvements - Canal Drive Overlay

SECTION 1 SPECIFICATIONS AND PLANS

SPECIAL NOTES:

1. Official bid documents including plans and specifications are available online at http://www.cityofturlock.org/capitalprojects. All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.

1.01 SPECIFICATIONS:

The work described herein shall be done in accordance with the current City of Turlock Standard Specifications and the 2010 Edition of the State of California, Department of Transportation Standard Specifications and Standard Plans (with exception that English units are to be used in place of metric) and in accordance with the following Special Provisions.

The Contract Documents are complementary; what is required by one is as binding as if required by all.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to City.

Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence, with the first item listed having the highest precedence.

1. Contract Change Order (Modifications or changes last in time are first in precedence).
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Special Provisions
6. Notice Inviting Bids and Instructions to Bidders
7. Project Drawings
8. City of Turlock Standard Specifications
9. Caltrans Standard Specifications
10. City of Turlock Standard Drawings
11. Caltrans Standard Plans

With regards to discrepancies or conflicts between written dimensions given on drawings and the scaled measurements, the written dimensions shall govern.

With regards to discrepancies or conflicts between large-scale drawings and small-scale drawings, the larger scale shall govern.

With regards to discrepancies or conflicts between detailed drawings and referenced standard drawings or plans, the detailed drawings shall govern.

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1.02 CONTRACTOR'S RESPONSIBILITY:

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. The Contractor shall investigate to their satisfaction as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1.03 COMPLETENESS AND ACCURACY OF PLANS AND SPECIFICATIONS:

Pursuant to the California Public Contract Code, the bidder is required to review architectural or engineering plans and specifications prior to submission of a bid, and report any errors and omissions noted by Contractor to the architect, engineer or owner five days prior to the bid opening date.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL:

The Contractor's attention is directed to the "Notice to Contractor" for the date, time and location of the mandatory Pre-Bid meeting, if applicable.

The bidder's attention is directed to the provisions in Proposal for this bid for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book must be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:

The actual sizes, locations and materials of existing utilities and facilities shown on the plans may vary from what is shown on the plans. Attention is directed to the possible existence of underground facilities not indicated on the plans or in the special provisions. Contractor shall be responsible for verifying the locations and nature of the existing utilities, protecting them from damage and notifying Engineer of their location and nature.

Contractor shall examine carefully the site of the work. It is assumed that Contractor has investigated and is satisfied as to the conditions to be encountered as to the character, quality and quantities of work to be performed.

Although the City of Turlock's soil conditions are homogenous and sandy in nature, various subsurface conditions such as hardpan, and ground water may be encountered. The City of Turlock will not be held responsible in any way for the type and character of subsurface conditions encountered. If a subsurface report is desired by Contractor, it will be Contractor's responsibility and expense to verify the subsurface conditions by boring or other means necessary prior to bidding and/or performing work. Attention is directed to Section 5.17, "Preservation of Property," of these special provisions during boring and other miscellaneous operations.

Full compensation for furnishing all labor, materials, tools, equipment (including dewatering devices), and incidentals, and for doing all the work involved with and/or in verifying existing utilities, facilities, site and subsurface conditions as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL:

The Contractor's attention is directed to the provisions in the Contract for the requirements and conditions concerning award and execution of contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the City so that it is received within 10 working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attention: Yolanda Gardini
City of Turlock, Engineering Division
156 S Broadway, Suite 150
Turlock, CA 95380

Bid protests are due in writing by the fifth calendar day after the bid opening and are to be delivered to the following address:

Nathan Bray, PE
156 S Broadway Suite 150
Turlock, CA 95380

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to Section 6 "Time For Performance" of the Contract.

At no time shall construction begin prior to the issuance of the Notice to Proceed. Any work performed prior to the Notice to Proceed shall be done at the Contractor's own risk and payment will not be made therefor.

The Contractor shall follow the sequence of construction and progress of work as specified in Section 5.18, "Order of Work," of these Special Provisions.

Should the Contractor choose to work on a Saturday, Sunday or Legal Holiday as defined in Section 5.11 "Working Hours," of these Special Provisions, the Contractor shall reimburse the City of Turlock the actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

Attention is directed to Section 9 "Liquidated Damages" of the Contract.

A pre-construction meeting will be held between Contractor and City prior to the beginning of construction. The exact time and place of this conference will be determined by City after award of the construction contract.

City shall furnish to Contractor five hard copies of the Contract Documents and plans. Contractor may produce additional copies as needed at Contractor's expense.

SECTION 5 GENERAL

5.01 LABOR NONDISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7 1.01A(4), "Labor Nondiscrimination," of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5.02 PREVAILING WAGE:

Attention is directed to Section 7-1.02K "Labor Code," of the Caltrans Standard Specifications.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

5.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8 1.07, "Delays," of the Caltrans Standard Specifications.

5.04 SUBCONTRACTING:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City may exercise the remedies provided under Pub Cont Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

At the pre-construction meeting, prior to starting work, Contractor shall submit a complete listing of subcontractors and the value of the work each subcontractor will perform. This list shall contain all information identified on Exhibit 12-G of the Local Assistance Procedures Manuel.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS::

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or

postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.07 PAYMENTS:

Attention is directed to Section 19, "Payments to Contractor," of the Contract.

At the end of each month the Contractor shall submit a proposed progress invoice. The invoice shall delineate each bid item, the amount of work performed for the invoice period (previous month) and the total amount of work performed to date. A sample invoice with all of the required items will be given to the Contractor at the pre-construction meeting.

The Engineer will review the progress invoice and after any changes the Engineer makes, will issue an official invoice for the Contractor to sign. The Contractor shall sign the official invoice and return to the Engineer. After the Engineer receives the signed, official invoice, the progress payment will be processed.

Retention in the amount of 5% of the progress payment amount shall be held from all progress payments. Retention will be released 35 days after the Notice of Completion has been filed, insofar as no stop notices were filed.

5.08 GUARANTY:

Attention is directed to Section 9-4, "Guaranty," of the City of Turlock Standard Specifications.

5.09 PUBLIC SAFETY:

In addition to any other measures taken by Contractor pursuant to the provisions of the Standard Specifications and the General Conditions, Contractor shall install temporary precast concrete barrier rail between any lane carrying public traffic and any excavation, obstacle or storage area when the following conditions exist:

Excavations: Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except;

(a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.

(b) Excavations less than one foot deep.

(c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.

(d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.

(e) Excavations in side slopes where the slope is steeper than 4:1.

(f) Excavations protected by existing barrier or railing.

At the end of each working day, if a difference of 0.50 feet exists between the elevation of the existing pavement and the elevation of any excavation within 2 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of the existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the cost for other contract items of work and no additional compensation will be allowed therefore.

Personal vehicles of Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25 foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment.

A minimum of one paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 4:00 p.m. on Fridays and the day preceding designated legal holidays and when construction operations are not actively in progress.

5.10 SOUND CONTROL REQUIREMENTS:

Sound control shall be in accordance with Section 7 1.01I, "Sound Control Requirements," of the Caltrans Standard Specifications and these special provisions.

The noise level from Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety law for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.11 WORKING HOURS:

Contractor's working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays.

Contractor shall notify Engineer 48 hours prior to beginning work.

Contractor shall not work outside the above-mentioned working hours without prior written consent of Engineer.

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

5.12 UNDERGROUND SERVICE ALERT REQUIREMENTS:

Contractor shall contact Underground Service Alert of Northern California at least 48 hours in advance of any construction activity, will or could damage or affect any underground utility or subsurface improvement, and obtain an inquiry identification number. Contractor shall notify Underground Service Alert in the event of change in the project limits or change in original work previously shown on the plans or indicated in the specifications. Contractor shall not commence construction prior to City Inspector receiving City's notice from USA North regarding this construction activity.

5.13 DUST CONTROL:

Dust Control shall conform to the provisions in Section 10, "Dust Control", of the Standard Specifications and these special provisions.

Full compensation for Dust Control will be considered as included in the various contract items of work requiring Dust Control, as determined by Engineer, and no separate payment will be made therefor.

5.14 WATERING:

Watering shall be in accordance with Section 17, "Watering," of the Caltrans Standard Specifications.

Full compensation for Watering will be considered as included in the various contract items of work requiring Watering, as determined by Engineer, and no separate payment will be made therefor.

5.15 USE OF HYDRANTS FOR CONSTRUCTION PURPOSES:

City will permit the use of a hydrant for construction purposes provided that the following are abided by:

1. A spanner wrench shall be the only type of wrench used on fire hydrants.

2. Contractor shall be liable for the damages to or loss of all hydrants and associated water lines and equipment which result from the use of this equipment.
3. Water shall only be used within City limits.
4. The vehicle must be approved by Engineer for approved backflow device.
5. Contractor shall pay a deposit on a water meter provided by the City. After the project ended the Contractor shall return the meter to the City for the release of the deposit.

However, use of city hydrants does not exempt Contractor from providing a water truck where hydrants cannot be utilized due to unsafe working conditions as deemed by Engineer.

5.16 PROGRESS SCHEDULE:

Contractor shall furnish City with a Critical Path Method progress schedule. The progress schedule shall show the construction activities extending for the duration of the working days. Any deviation from the outline must be approved by Engineer. Contractor shall not be allowed to start construction activities until the progress schedule is accepted by Engineer.

5.17 PRESERVATION OF PROPERTY:

The work performed in connection with various existing facilities shall be in accordance with Section 7-8, "Preservation of Property," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid injury or damage to existing improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are to remain in place.

Roadside trees, shrubs and other plants that are not to be removed and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above aground, sewer and water lines, sprinkler systems above or below ground, all roadway facilities, and any other improvements or facilities within or adjacent to the right-of-way shall be protected from injury or damage, and if ordered by Engineer, Contractor shall provide and install suitable safeguards, approved by Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of Contractor's operations they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored to a condition as good or better as when Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. Engineer may make or cause to be made such temporary repairs as necessary to restore to service any damaged facility. The cost of such repairs shall be borne by Contractor and may be deducted from any moneys due or to become due to Contractor under the contract.

The fact that any underground facility is not shown upon the plans shall not relieve Contractor of his responsibility under Section 2.02, "Existing Utilities and Facilities", of these provisions. It shall be Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities that may be subject to damage by reason of his operations.

Full compensation for furnishing all labor materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified above, shall be considered as

included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.18 ORDER OF WORK:

Order or work shall be in accordance with the provisions in Section 5-1.05, "Order of Work," of the Caltrans Standard Specifications and these special provisions.

5.19 AS-BUILTS:

When the job is complete, Contractor shall provide City with as-built drawings. These as-built drawings shall show any and all differences (revisions, additions, etc.) between the signed improvement plans and the installed improvements. The Contractor shall identify all utilities that are located in the field. The as-builts will consist of redlined signed improvement plans. The NOC will not be issued until acceptable as-builts have been received by the Engineer.

5.20 SURVEYING:

Construction survey staking shall be provided by City. Contractor shall provide a staking request no less than 1 week prior to Contractor starting work and not less than 48 hours before the staking is required to continue construction. The Contactor shall provide unimpeded access to the site and allow City survey crew to perform their work.

Contractor shall protect all survey stakes and markers during construction. If survey stakes and/or markers are damaged or destroyed during the course of construction, by vandalism or by any other means, Contractor may submit a request to have the survey re-staked. If re-staking is required, Contractor shall be back charged at the fully burdened hourly rate for the survey crew and shall fully reimburse City for all necessary materials and equipment.

5.21 TESTING:

Unless otherwise noted, City of Turlock will supply all acceptance testing. Coordination of said testing is the responsibility of Contractor through the project's inspector. The Contractor shall provide at least 24 hours' notice to the Engineer in advance of needing acceptance testing. If the Contractor request testing and the Contractor is not ready for the testing to occur, the Contractor shall be back charged the cover the cost of the testing firm.

At sites chosen by the project inspector, City's testing laboratory will conduct all tests. Contractor shall supply any necessary equipment and or labor required to obtain all samples for the completion of the testing process.

City of Turlock shall compensate the testing laboratory for all initial tests. Secondary and all other follow-up tests required due to failure of initial testing shall be reimbursed to City of Turlock based on the following schedule:

Water sample test: $300.00 Per Test
Compaction test: $100.00 Per Test

5.22 SUBMITTALS:

General submittals shall be made in accordance with Section 5.25, "Internet Based Construction Management System," of these special provisions. If a physical copy of a submittal is required, the following shall apply.

Before making submittals, Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved outline of construction activity. Each submittal shall clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All Submittals shall be made to Engineer by Contractor, including those generated by subcontractors and suppliers. Contractor shall carefully review all subcontractor and supplier submittals before submitting to Engineer for review. Submittals received from sources other than Contractor's office shall be returned without action. If a submittal contains extraneous information, unmarked options or is incomplete, it will be returned to Contractor for correction and require re-submittal.

Submittals will be processed by Engineer within ten (10) working days after receipt from Contractor. Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by Engineer shall not relieve Contractor or any subcontractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by Engineer, Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been favorably reviewed by Engineer.

Contractor shall deliver five copies of each submittal to Engineer. Each submittal shall contain, at a minimum, the following information:

1. Title page including the following information:

Project Number and Name.
Name of Contractor.
Name of subcontractor (if applicable).
Description of item.
Item Number on Bid Schedule.
Date of Submittal.
Contractor's initials and date indicating approval of item for submittal to Engineer.

2. Index Sheet (For submittals containing information on multiple components. Each component shall be cross-identified with reference to a divider tab number).

3. Divider Tabs (For submittals containing information on multiple components. Tab numbers shall correspond to the index sheet for each component in the submittal).

4. The brochure, product data sheet or catalog cut (For each component in the submittal, separated by their respective divider tabs).

5. For shop drawings, Contractor shall submit five (5) clean, low background reproducible prints. Shop drawings larger than 11 x 17 in. shall be rolled, not folded.

6. Submittals that involve engineering computations or original design work shall show the name, the California State registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with applicable standards, codes and accepted engineering practices.

7. For product samples, Contractor shall submit two (2) representative samples, one of which may be retained for the duration of the project or indefinitely at the discretion of Engineer. Although a reasonable attempt will be made to maintain the samples in good condition, neither City nor its representative will be responsible for the condition of the samples if returned to Contractor.

8. For material samples, unless a specific quantity is called for in the contract documents, Contractor shall submit a representative sample of the material, which may be retained for the duration of the project or indefinitely at the discretion of Engineer.

9. Certificates of compliance shall be submitted by Contractor to Engineer for those materials and products for which no sample and test results are specified. Certificates of compliance shall include the following information:

Statement that the product complies with the respective contract specifications.

Producer's name and address, product trade name and catalog number (if applicable), place of product origin, quantity of product to be furnished, and related contract plans and specification section numbers.

A certified copy of test results pertaining to the product from a certified independent testing laboratory. At the option of Engineer certified test results shall be signed and sealed by a Professional Engineer licensed to practice in the state of California.

Contractor shall submit Material Safety Data Sheets (MSDS) for all materials used or stored on the site that possess a MSDS, including materials used by Contractor for maintenance of equipment.

5.23 NOTICE OF POTENTIAL CLAIM:

Attention is directed to Section 5-1.43 "Potential Claims and Dispute Resolution," of the Caltrans Standard Specifications.

5.24 PRESERVATION OF EXISTING MONUMENTS:

Preservation of existing monuments shall be Contractor's responsibility. Contractor shall notify Engineer of all monuments that may/will be disturbed by construction operations. Engineer will tie off said monuments and provide Contractor a notice to proceed.

Once Contractor is finished with its construction operations, Engineer will relocate the monuments. Contractor shall install a monument will with concrete collar at each location which shall conform to the provisions in Section 22-1 "Survey Monuments" and Drawing M-1 "Monument Detail", of the Standard Specifications and these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved with protecting existing monuments as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.25 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

General

The Engineer and Contractor shall utilize Virtual Project Manager (http://www.virtual-pm.com/), herein after called VPM, for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. VPM is an electronic project management system accessible through the Internet used to create, share, and review construction management documentation. VPM is provided by the Engineer at no cost to the Contractor. VPM will be made available to all Contractors' personnel, subcontractor personnel, suppliers, consultants, Engineer, and any of Engineer's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor personnel, including subcontractors and suppliers, as requested by Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on VPM shall be the responsibility of the Contractor.

The Contractor shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM through their internet service provider.

The Contractor shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. The Contractor shall utilize the existing forms in VPM to the maximum extent possible. If a form does not exist in VPM the Contractor must include their own form or a form provided by the Engineer as an attachment to a submittal, RFI, or other document within VPM. Note

that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a "print to file" feature or "save as pdf" feature, rather than optically scanned whenever possible.

Contractor shall provide a list of key VPM personnel for the Engineer's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number, and email address. The Engineer is responsible for adding and removing users from the system and establishing read, write, and approval permission levels.

Company Documents

This area is reserved for general documentation not related to a specific project. Only the Engineer shall post content in this area. Examples of content found in this area are: the City of Turlock Standard Specifications and Drawings, the 2010 Caltrans Standard Specifications, and the 2010 Caltrans Standard Plans. All files are in PDF format.

Project Summary

The project summary tab provides an overall summary of the project. It includes the current weather, the working days remaining and a summary of work for the past week. The summary of work is generated from the City's project inspector and the daily logs. This tab is for information only and the Contractor shall not take any action here.

Task Manager

The project schedule the Contractor submits is converted into a format that is uploaded by the Engineer into the task manager tab. The Contractor is responsible for providing schedule updates to the Engineer whenever the work progress in a manner different than the approved schedule.

Change Order Manager

The change order manager tab shall be used to track project change orders. Any potential change orders shall be tracked as a Request for Information (RFI) in the RFI tab. Once the Engineer agrees that a RFI will result in a contract change order, a new contract change order shall be created by the Engineer in the change order manager tab. The Engineer will finalize the contract change order through this tab. Once the change order is finalized, the Engineer will present the contract change order at a City Council meeting. After City Council approval the Engineer will make payment on the contract change order.

Transmittals

The transmittal tab shall be used to communicate general project information amongst all parties as well as used by the Contractor in the submission of certified payroll reports. The Engineer will upload the project-specific information including: bid documents, conformed plans, conformed specifications and the Notice to Proceed to the transmittal tab.

The Contractor shall submit certified payroll reports on a weekly basis through the transmittal tab. Each week shall have a separate transmittal where all the certified payroll reports and statements of non-performance for each contractor shall be posted.

Submittals

All submittals shall be submitted through the submittal tab. The preferred document type is PDF.

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All submittals shall be generated from the prime contractor and any submittals that are uploaded by subcontractors or suppliers will not be reviewed. Contractor shall carefully review all subcontractor and suppliers submittals before submitting it to the Engineer for review. If a submittal contains extraneous information, unmarked options or is otherwise incomplete, it will be rejected and the Contractor shall make corrections and upload the resubmittal. Any resubmittal shall be made to the same transmittal item in VPM.

Submittals shall be processed by the Engineer within ten working days after upload to VPM. The Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by the Engineer shall not relieve the Contractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by the Engineer, the Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been approved by the Engineer.

Each submittal shall have a unique title that is comprised of the item followed by a comma and the section of the specifications that reference the item (e.g. Minor Concrete, Section 8.01). The submittal type shall either be project materials or project information. The submittal description shall be used to identify any pertinent information or list a description of the item being submitted.

Certificates of compliance shall be submitted through the submittal tab. The submittal type shall be "certificate of compliance".

The Contractor shall submit progress invoices on the last working day of the month through the transmittal tab (select "progress invoice" for the type). The Engineer will review the submitted content and if found acceptable the Engineer will upload an official invoice for the Contractor to sign. The Contractor shall sign in blue ink and upload the signed invoice to the same transmittal where the Engineer will then process for payment.

RFIs

The RFI tab shall be used to request information from the Contractor to the Engineer. The Contractor shall create a RFI upon recognition of any event or question of fact arising from the contract work. The RFI type for this submittal shall be "Request for Information." The Engineer will also utilize the RFI

tab in a similar manner when there is a question for the Contractor; this RFI type shall be "Response Required."

The Engineer will respond to a RFI submitted by the Contractor within five days. The Contractor shall proceed with the work unless otherwise ordered. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.23 "Notice of Potential Claim" of the special provisions.

If the Engineer states the RFI leads to a change in scope, change in conditions, differing site conditions or extra work; a contract change order will be issued.

Daily Logs

The daily log tab is used by the City to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab.

WSWD

The weekly statement of working days will be posted to the WSWD tab. VPM automatically generates the WSWD from the information entered into the daily log tab. The WSWD shows the working days and non-working days charged for the reporting week, any time adjustments, a work completion date with the remaining working days left in the contract and the controlling activities for the week.

The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.23 "Notice of Potential Claim" of the special provisions.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS

8.01 MINOR CONCRETE:

Minor Concrete shall conform to the requirements of Section 90-2, "Minor Concrete," of the Caltrans Standard Specifications.

SECTION 9 DESCRIPTION OF WORK

The work consists, in general of: grinding, placement of pavement reinforcing fabric, hot mix asphalt, installation of traffic striping, markers, and markings, adjusting frames and covers to grade, installing driveway curb and gutter, and other associated work.

The work includes all necessary labor, materials, tools, equipment and any incidentals needed to perform the improvements as shown on the contract plans.

SECTION 10 CONSTRUCTION DETAILS

10.01 MOBILIZATION & DEMOBILIZATION:

Mobilization is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personal, equipment, supplies and incidentals to / from the project site; for the payment of premium cost and insurance for the project; for any necessary costs of acquisition of equipment, including purchase and mobilization expense; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided in the contract.

Payment for mobilization will be made at the contract lump sum price which will be limited to five percent of the total base bid price. Partial payments under this item will be made in accordance with the following provisions:

The first payment of the lump sum price for mobilization will be fifty percent of the contract lump sum price and will be paid with the first request provided that all submissions required are submitted by the Contractor to the satisfaction of the Engineer.

The second payment of the lump sum price for mobilization will be twenty five percent of the contract lump sum price and shall be included in the second pay request.

The third and final payment of the lump sum price for mobilization will be included in the final pay request.

10.02 CONSTRUCTION PROJECT SIGN:

Contractor shall furnish and install 8'x 4' project sign as detailed in the project plans at locations within the project site as directed in the field. Project signs shall have a white background with black lettering, borders, graphics and lines. The Engineer shall provide all necessary funding information at the preconstruction meeting. The Contractor shall install project signs before performing any other work on the site. Contractor shall remove all project signs and fill postholes after all punch list items have been completed and signed off by the City Inspector.

The contract price paid for each construction project sign shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in constructing, installing and removing construction project signs, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.03 REMOVE EXISTING IMPROVEMENTS:

Concrete, asphalt concrete and all other items designated on the plans to be removed or must be removed in order to install the improvements as shown on the plans, shall be removed and disposed of

outside the highway right of way in accordance with the provisions in Section 7-10 of the Standard Specifications. Saw-cut all concrete and asphalt materials surfaces prior to removal.

The lump sum price paid for removing existing improvements shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in removing the existing improvements as shown on the plans, specified in the standard specifications and these special provisions, and as required to install proposed improvements, and as directed by Engineer.

10.04 GRINDING (COLD PLANE METHOD):

Existing asphalt concrete pavement shall be ground at the locations and to the dimensions shown on the plans.

Grinding asphalt concrete pavement shall be performed by the cold planing method. Grinding of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30-inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-10 of the Standard Specifications.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be become the property of Contractor and shall be disposed of at Contractor's expense. Removal/sweeping operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by Engineer.

Cold plane operations shall be scheduled such that not more than 7 calendar days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at such conform lines.

Quantities of Grinding to be paid for by the square yard will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer. No allowances will be made for grinding outside those dimensions unless otherwise ordered by Engineer.

The contract price paid per square yard for Grinding shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in grinding, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.05 PREPARE EXISTING SURFACE:

Contractor shall prep the existing surface prior to placing HMA. Prepping the surface shall consist of sweeping the entire area to remove debris, organic matter, dirt, etc. Any work that will be required to fill potholes or make the surface suitable for paving shall be paid as extra work, through force account.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved with preparing the existing surface as specified above, shall be considered as included in the price paid for HMA or RHMA-G and no additional compensation will be allowed therefor.

10.06 HOT MIX ASPHALT:

Hot Mix Asphalt (HMA) shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Caltrans Standard Specifications.

The HMA construction process shall be method. The aggregate gradation shall be ½" and the HMA type shall be type A. The binder shall be PG 70-10.

Section 39-1.12C "Profilograph" of the Caltrans Standard Specifications shall not apply.

Contractor shall tack coat all surfaces to receive HMA and shall conform to the Caltrans Standard Specifications Section 39, "Hot Mix Asphalt."

The contract price paid per ton of HMA shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing HMA,

as shown on the plans, as specified in Standard Specifications and these Special Provisions, and as directed by the Engineer. Specifically included in the payment of HMA is tack coating.

10.07 ADJUST FRAMES AND COVERS TO GRADE:

Frames and covers of new and existing manholes, valve boxes, monuments, etc, shall be adjusted to grade and shall conform to the provisions in Section 12-12, "Adjusting Manhole Frames, Monuments and Valve Boxes", of the Standard Specifications and these special provisions.

The contract price paid per each for Adjusting Frames and Covers to Grade shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in Adjusting Frames and Covers to Grade, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.08 TEMPORARY PAVEMENT STRIPING AND MARKINGS:

The Contractor shall furnish, place, maintain and remove temporary markings (tape) in accordance with industry standard accepted practices. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the California MUTCD for streets and highways. Temporary pavement delineation shall not be applied over existing markings, and shall be maintained until replaced with permanent one. Any temporary pavement marking conflicting with new traffic pattern shall be promptly removed, or removed as directed by the Engineer.

The contract lump sum price paid for Temporary Pavement Striping and Markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the temporary pavement striping and markings, complete in place, as shown on the plans, and as required by law, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.09 THERMOPLASTIC STRIPING AND MARKINGS:

All traffic stripes and pavement markings shall conform to Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications. All striping and markings shall be Thermoplastic and shall conform to Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications.

Pavement markings shall be measured in accordance with the Caltrans Standard Plans by the square foot.

Thermoplastic striping and markings shall be placed 7 calendar days after paving work has ceased.

Traffic stripes shall be measured by the linear foot, respective to the detail on the Caltrans Standard Plans.

Pavement for pavement markings and traffic stripes shall include full compensation for performing all work required to install pavement markings and traffic stripes, in accordance with these special provisions and as directed by the Engineer.

10.10 PAVEMENT MARKERS:

All pavement markers shall conform to Section 85, "Pavement Markers," of the Caltrans Standard Specifications.

Contractor shall install blue raised reflective pavement markers to mark fire hydrant locations. The blue reflective pavement markers shall be placed 6 inches from the centerline stripe or approximately center of the pavement where there is no centerline stripe on the side nearest the fire hydrant.

Ceramic markers shall not be used.

Pavement markers shall be placed 7 calendar days after paving work has ceased.

Payment for pavement markers will be included in the item for each Traffic Line Detail, in accordance with the Caltrans Standard Plans, and shall include full compensation for performing all work required to install pavement markers, in accordance with these special provisions and as directed by the Engineer.

10.11 PAVEMENT REINFORCING FABRIC:

Pavement Reinforcing Fabric shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Caltrans Standard Specifications.

The contract price paid per square yard for pavement reinforcing fabric shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing pavement reinforcing fabric, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.12 MINOR CONCRETE (DRIVEWAY CURB AND GUTTER):

Material for minor concrete shall conform to Section 8.01 "Minor Concrete," of these special provisions.

Contractor shall submit a certificate of compliance for all minor concrete.

Lines, grades, dimensions and general construction of minor concrete shall conform to the City of Turlock Standard Drawings

Quantities of Minor Concrete (driveway curb and gutter) to be paid for by the linear foot will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by Engineer.

The contract price paid per linear foot for Minor Concrete (driveway curb and gutter) shall include full compensation for furnishing all labor, material (including adhesive, or reinforcing steel and dowels for anchoring, and expansion joint material), tools, equipment and incidentals, and for doing all the work

involved in constructing Minor Concrete, complete in place, as shown on the plans, specified in the standard specifications and these special provisions, and as directed by Engineer.

10.13 FINAL CLEANUP:

Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat clean condition to the satisfaction of the Engineer. The Contractor shall clean the area of all construction related materials and sweep the entire project area including sidewalk and gutter thoroughly. All construction signs, cones, barricades, and conflicting markings shall be removed. At the request of the Contractor, a final punchlist will be provided. After all items of the punchlist have been completed to the satisfaction of the Engineer, the Engineer will issue substantial completion. The accrual of working days will cease after substantial completion has been issued.

SECTION 11 BLANK

SECTION 12 WORK ZONE MOBILITY

12.01 POLICY:

To provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.

12.02 TRAFFIC MANAGEMENT PLAN:

1. Temporary Traffic Control Plan

The Contractor shall develop and submit a temporary traffic control plan (TTCP) to the Engineer for review. The TTCP shall be prepared and signed by a person competent to perform said design. If the Engineer accepts the TTCP, the Contractor shall implement the TTCP.

The Contractor will be allowed to close lanes of traffic to accomplish the Work, provided that one lane in each direction is open to traffic. If the Work requires closure of lanes that would make it impossible to leave one lane in each direction open to traffic, the Contractor will be allowed to use flaggers and have one lane of traffic open. The Contractor will bear the entire cost of the flagging.

The Contractor will not be allowed to close the road to traffic at any point.

Contractor shall meet the requirements outlined in Section 11 of the City of Turlock Standard Specifications.

The Contractor shall bear the full cost of flagging operations.

The Contractor shall only be allowed to place traffic control devices for closures of lanes in areas where Work is occurring. If an area is not being worked on, the traffic control devices must not restrict traffic.

In times of low visibility (dark, foggy, etc.) the Contractor shall affix flashing beacons to all traffic control devices in a standard method.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The cost of repairing or replacing said traffic control devices shall be the responsibility of Contractor. The cost of supplying any and all traffic control devices shall be considered as included in other contract items of work and no additional compensation will be allowed therefore.

If the Contractor does not adhere to the accepted TTCP, the Engineer will shut down the Contractor for the remaining day and any subsequent days it take the Contractor to make traffic control devices adhere to the accepted TTCP. Such shut downs are not subject to additional working days.

SECTION 13 BLANK

SECTION 14 EROSION AND SEDIMENT CONTROL PLAN

Contractor shall prepare and submit an erosion control and sediment plan (ESCP). ESCP shall be prepared by a QSD. Submitted ESCP shall be reviewed and approved by the City before construction can begin.

14.01 ESCP WORKSHEET

The worksheet can be found on the following pages. Worksheet shall be completed by the Contractor.

City of Turlock

EROSION AND SEDIMENT CONTROL PLAN WORKSHEET

FOR

SMALL CONSTRUCTION PROJECTS

DSD PLANNING ENGINEERING BUILDING

DEVELOPMENT SERVICES DEPARTMENT

Serving the public interest in partnership with developers, homeowners, and contractors, in order to build a better community to ensure the safety, health and welfare of the citizens of Turlock.

DSD PLANNING ENGINEERING BUILDING
DEVELOPMENT SERVICES DEPARTMENT

What is this document for?

The City's Phase II MS4 NPDES General Permit issued by the State Water Board to the City, requires the City to develop and maintain a program to assure that sediment and other pollutants from construction activities do not flow into the City's storm water drainage system and, subsequently, impact local receiving waters. The City's Permit requires the City to require the owner of any construction project having soil disturbance to submit an Erosion and Sediment Control Plan (ESCP). The ESCP must identify potential sources of erosion and sedimentation associated with the project and identify the control measures (best management practices or BMPs) used to prevent erosion and control sedimentation within the project. This document is a worksheet to assist owners of small projects to determine appropriate control measures for their project.

Who is required to complete this document?

All construction projects that have soil disturbance and pass through plan check or the City's permitting process must develop an ESCP. Projects having more than 1 acre of soil disturbance or those projects that are part of a larger common plan may be required to comply with the State Water Board's Construction General Permit (CGP), which requires the development of a Storm Water Pollution Prevention Plan (SWPPP). For these larger projects, the CGP-required SWPPP may be submitted in lieu of the ESCP. For all other projects (small projects) having less than 1 acre of soil disturbance or those that qualify for a waiver or exemption from the CGP, they must submit an ESCP using this worksheet.

What is required in this document?

This worksheet requires basic project and contact information, as well as, basic site information including location, status, approximate start and end dates and the area of soil disturbance.

The Best Management Practices (BMPs) that will be used during construction are also required to be identified.

A basic site map showing the project boundaries, adjacent streets, storm drain inlets, placement of BMPs, and where construction work will be occurring is required to be included.

BMPs, as defined on the EPA's website, is *"a term used to describe a type of water pollution control. Storm water BMPs are techniques, measures or structural controls used to manage the quantity and improve the quality of storm water runoff. The goal is to reduce or eliminate the contaminants collected by storm water as it moves into streams and rivers."*

For more details on BMPs please visit the California Storm Water Quality Association's website at: www.casqa.org/resources/bmp-handbooks

or Caltrans's website at: www.dot.ca.gov/hq/construc/stormwater/manuals.htm

1 Project Information

Project Name:	
Project Address:	
Project Size: (Indicate sq. ft. or acres)	
Anticipated Construction Start Date:	
Anticipated Construction End Date:	
Approximate Soil Disturbance: (Indicate sq. ft or acres)	
Number of Storm Drain Inlets within 50 ft. of the soil disturbance.	

2 Owner Information

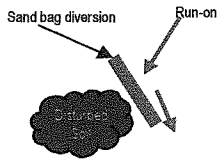
Name:	
Address:	
Phone Number:	
Email:	

3 Contractor Information

Name:	
Company Name:	
Address:	
Phone Number:	
Email:	

4 Best Management Practices

4.1 Run-On Control BMPs

When surface flow of storm water runoff is allowed to pass through disturbed soils at an active construction project it can mobilize sediment and carry it into the municipality's storm drainage system and into the local receiving waters. This results in deposition of sediment in the municipal drainage system which causes more frequent maintenance and can cause flooding. The sediment is also harmful to the local waterways.	

Does storm water have the potential to run-on to the construction site?	Yes No
If yes, will storm water surface flow be diverted around any disturbed soil areas? Show how it will be diverted on the site map.	Yes No

4.2 Erosion Control BMPs

The definition of erosion is the detachment of soil particles. These particles can become detached by rain, wind, or construction activity. Although construction, by nature, disturbs soil. It is vital to place a temporary or permanent covering over disturbed soil as soon as possible. Projects are not allowed to leave areas of exposed soil that do not have a cover. On the table below and on the site map show how you will prevent erosion at your project.

CASQA Fact Sheet	BMP Name	BMP Selected? (Check Box)	Describe the BMP to be implemented. If not used, state the reason why.
EC-1	Scheduling (work will be conducted during the dry season)		
EC-2	Preservation of Existing Vegetation (existing vegetated areas will not be disturbed)		
EC-4	Area to be vegetated with landscaping, turf, or hydroseeding		
EC-7	Temporary Erosion Control using an erosion control blanket or geotextile		
EC-6 & EC-8	Area covered with a temporary or permanent mulch including straw, wood, compost, hydromulch, or equivalent		
EC-16	Non-Vegetated Stabilization (covered with aggregate, paving, permanent structures / surfaces)		
WE-1	Wind Erosion Control (kept moist to prevent wind erosion)		

4.3 Temporary Sediment Control BMPs

Sediment control is accomplished by two ways. First, giving sediment every opportunity to settle out of storm water runoff while still on the project. Second, remove sediment from surfaces that has been carried or tracked off site before it enters the municipal drains. Each project must have effective perimeter sediment control. Drain inlets within 50 feet of the project must be protected. Any visible track out or sedimentation onto municipal property must be removed as soon as possible. On the table below and on the site map show how you will control sediment at your project.

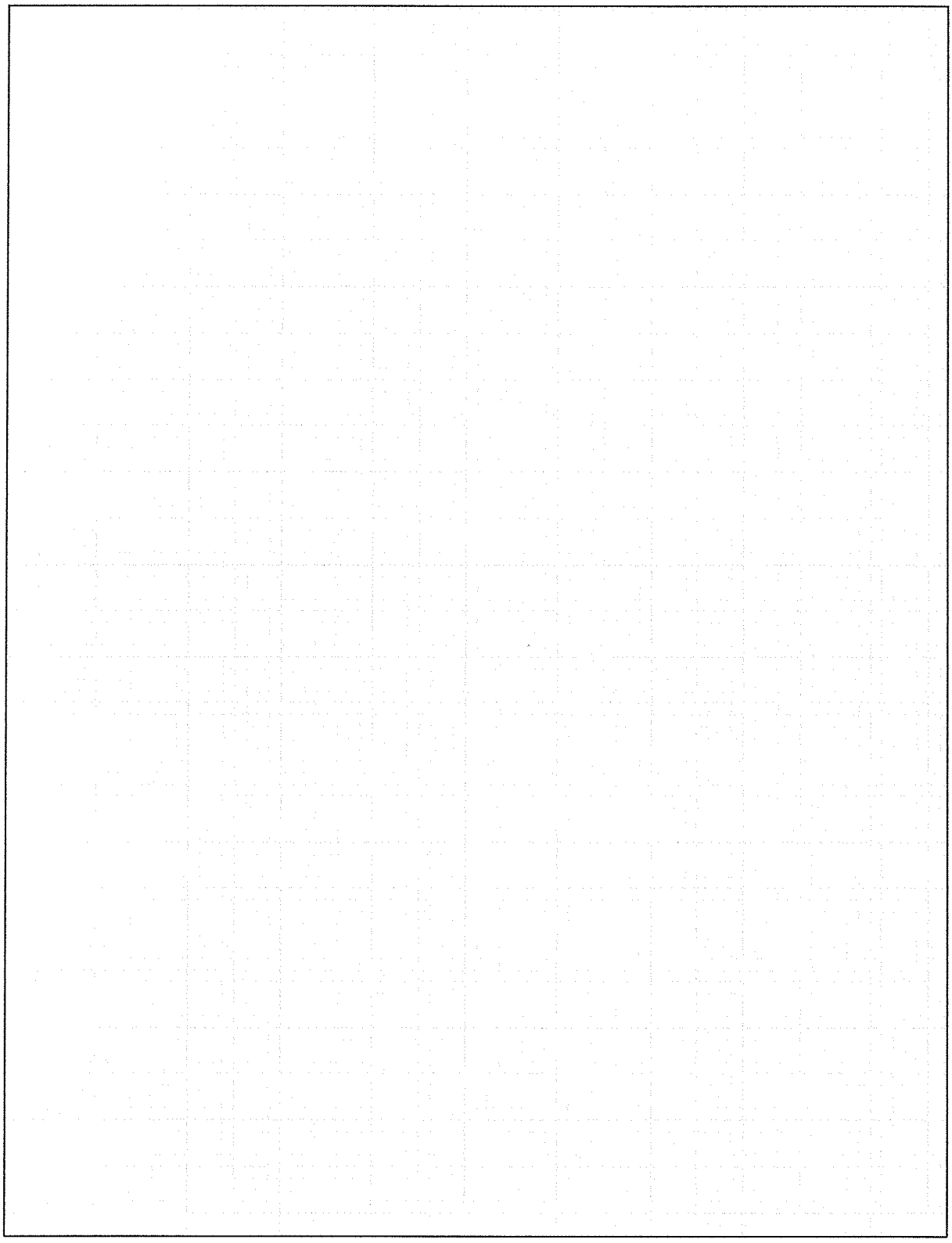
CASQA Fact Sheet	BMP Name	BMP Selected? (Check Box)	Describe the BMP to be implemented. If not used, state the reason why.
SE-1	Temporary Silt Fence		
SE-2 or SE-3	Sediment basin or trap (all or some of the storm water drains to a retention pond or basin where sediment can settle out)		
SE-5	Temporary Fiber Rolls / Straw Wattles		
SE-6 or SE - 8	Temporary Gravel Bag Berm or Sand Bag Barrier		
SE-7	Street Sweeping (inspect roads and sidewalks daily and sweep as necessary)		
MS4 Standard	Curb cutback (maintain a minimum of 4 inches of elevation difference between the disturbed soil and the top of the existing curb, sidewalk, or paved surface)		
SE-10	Temporary Drain Inlet Protection (mandatory for any DI's within 50 feet of the project)		
SE-13	Compost Socks / Biofilter Bags		
MS4 Standard	Stabilized Construction Exit – Constructed with aggregate at the project owner's specification, but it must be effective in controlling trackout.		
TC-2	Stabilized Construction Roadways		
WM-03	Stockpile Management (stockpiles that have not been actively used in the last 14 days must be covered with an erosion control blanket or plastic sheeting and contained with a fiber roll or gravel bag berm)		

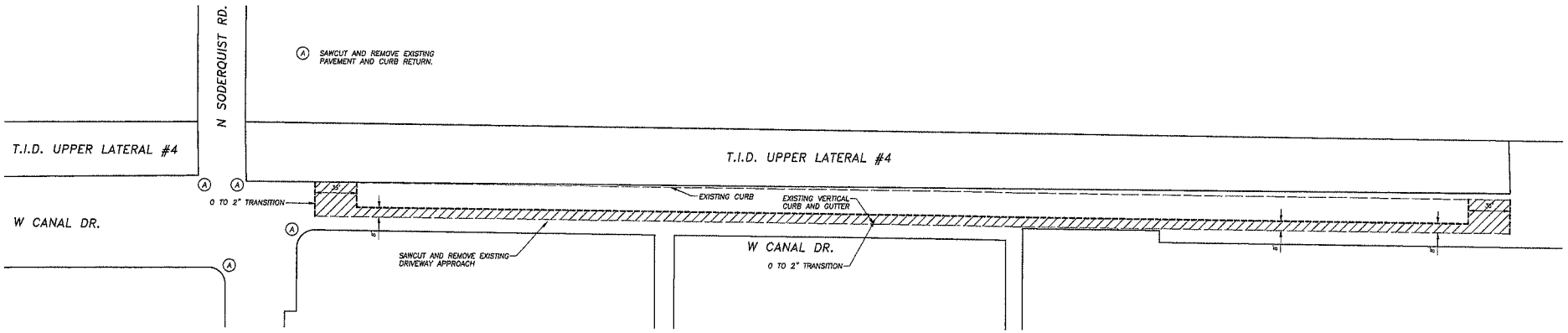
4.4 Non-Storm Water Pollution Control BMPs

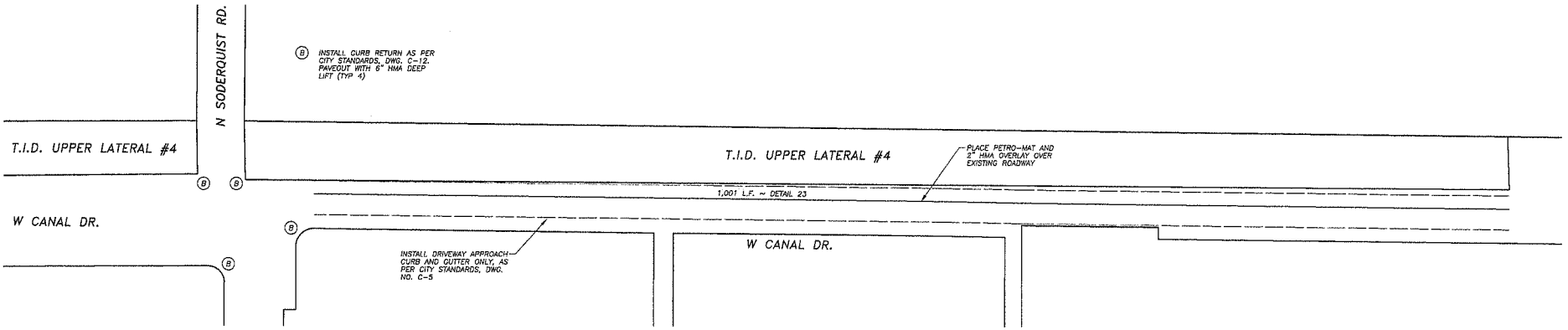
The City ordinances prohibit the discharge to its municipal drainage system of any wash water, unpermitted construction site dewatering, saw-cutting or grinding slurries, unpermitted hydrotest water, chlorinated swimming pool or fountain water, concrete or paint wash out, or spills of hazardous materials or other substances. On the table below, list any of the activities that may apply to your project; and on the site map show the location of these activities.

CASQA Fact Sheet	BMP Name	Activity Planned? (Yes/No)	Describe the BMP to be implemented. If not used, state the reason why.
NS-3	Paving, Sealing, Saw-cutting, Coring, and Grinding Operations		
NS-7	Potable Water / Irrigation Testing and Discharge to the Municipal Drainage System		
NS-8	Vehicle and Equipment Cleaning Performed on Site		
NS-9 & WM-04	Vehicle and Equipment Fueling Performed on Site		
NS-10	Vehicle and Equipment Maintenance Performed on Site		
NS-12/13 & WM-08	Concrete, Stucco, Plaster, Tile, or Masonry Work		
WM-09	Temporary Sanitary Waste Facilities (port-a-potties)		
WM-01	Storage of Hazardous Materials on the Project Site (paints, solvents, acids, fuel, lubricants, etc.)		

5 Site Map (draw map below or attach another map)







USA NORTH 811 Call 811 Before You Dig WWW.USANORTH811.ORG

NOTE: ALL REFERENCES AND WRITTEN DIMENSIONS SHALL SUPERCEDE ALL SCALED DISTANCES AND SHALL BE VERIFIED IN THE FIELD. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

MICHAEL G. PITCOCK, P.E.
DIRECTOR OF DEVELOPMENT SERVICES/CITY ENGINEER

PLANS APPROVED DATE

NOT FOR CONSTRUCTION

NATHAN B. BRAY, P.E.
PRINCIPAL CIVIL ENGINEER

DATE:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, STE 150
(209) 668-5520

DEMOLITION AND GRINDING PLAN AND CONSTRUCTION PLAN
CAPITAL PROJECT NO. 16-63
2016 LOCAL ROADWAY IMPROVEMENTS

VERIFY SCALE
BAR IS 1" ON ORIGINAL DRAWING
1/4" 3/4" 1"
0 1/2"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWN BY: JSH
REV. BY: --
CH. BY: RJ
DATE: JULY 19, 2016
SCALE: NONE
16-63 BASE PD

SHEET 2 OF 3

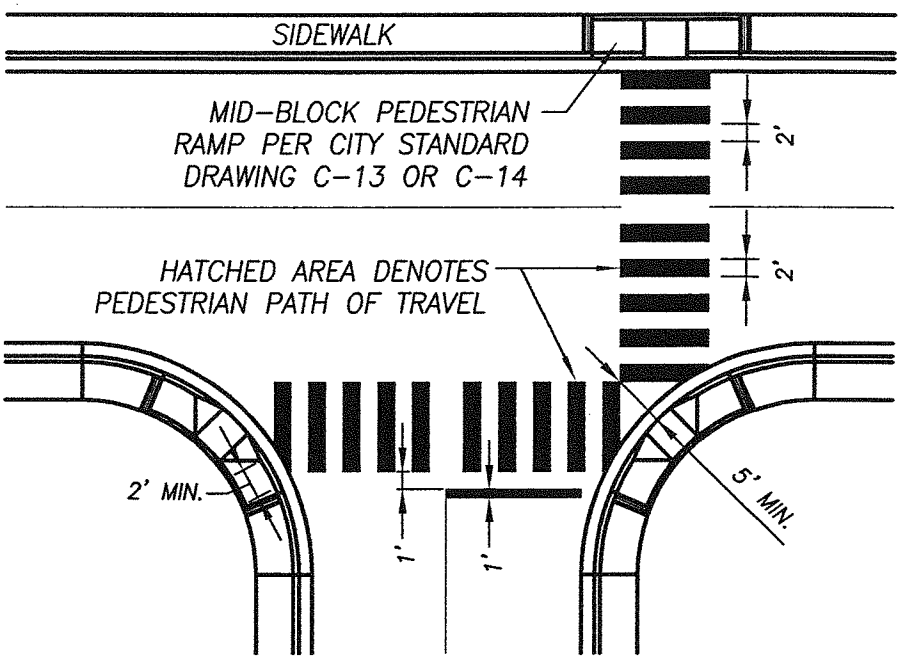
NOTES:
1. CROSS WALK SHALL BE THERMOPLASTIC MATERIAL.

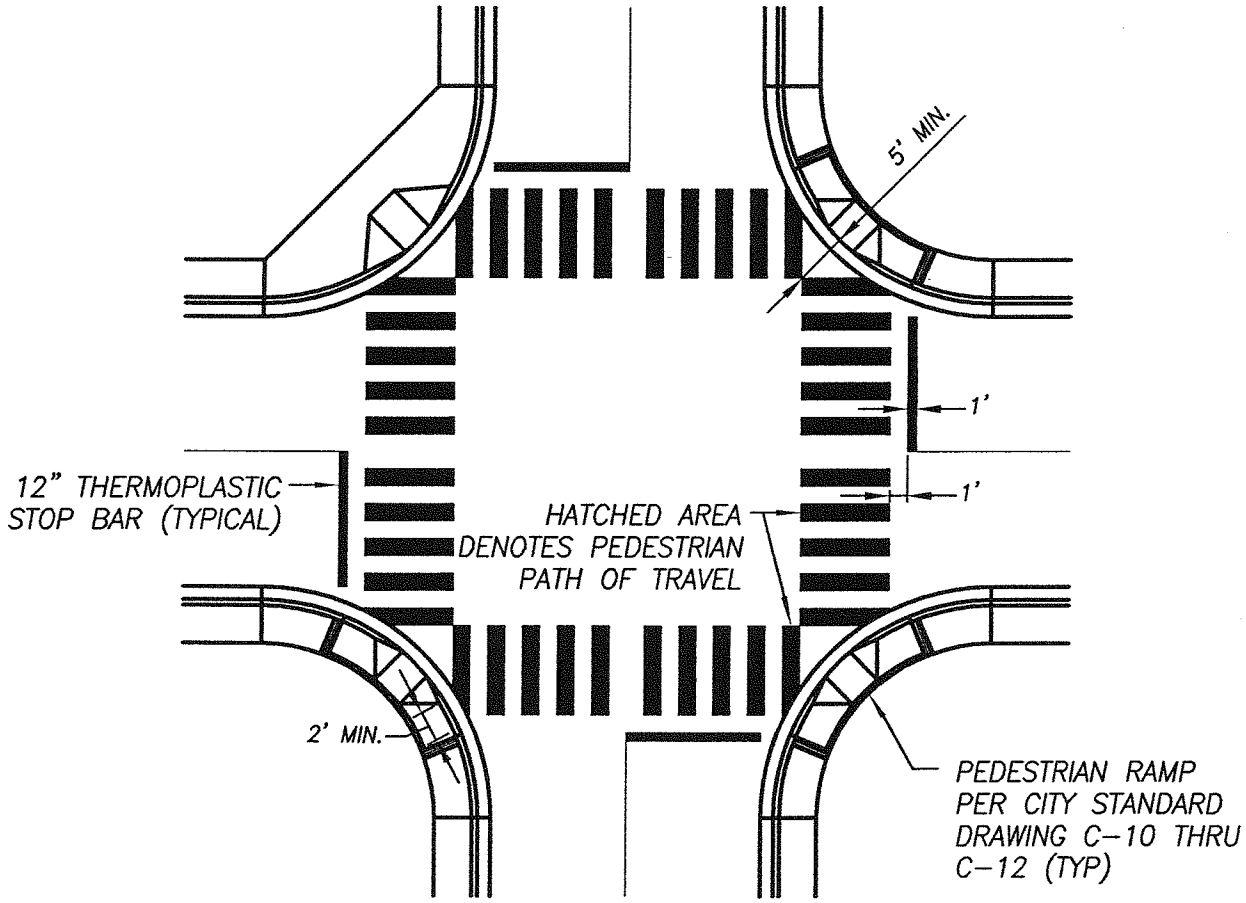
2. EACH BAND OF THERMO-PLASTIC MATERIAL SHALL BE 2' WIDE.

3. EACH GAP SHALL BE 2' WIDE, SHRINK MIDDLE GAP IF NECESSARY.

4. 5' MINIMUM CLEAR SPACE FROM FLOWLINE TO CLOSEST EDGE OF THERMOPLASTIC.

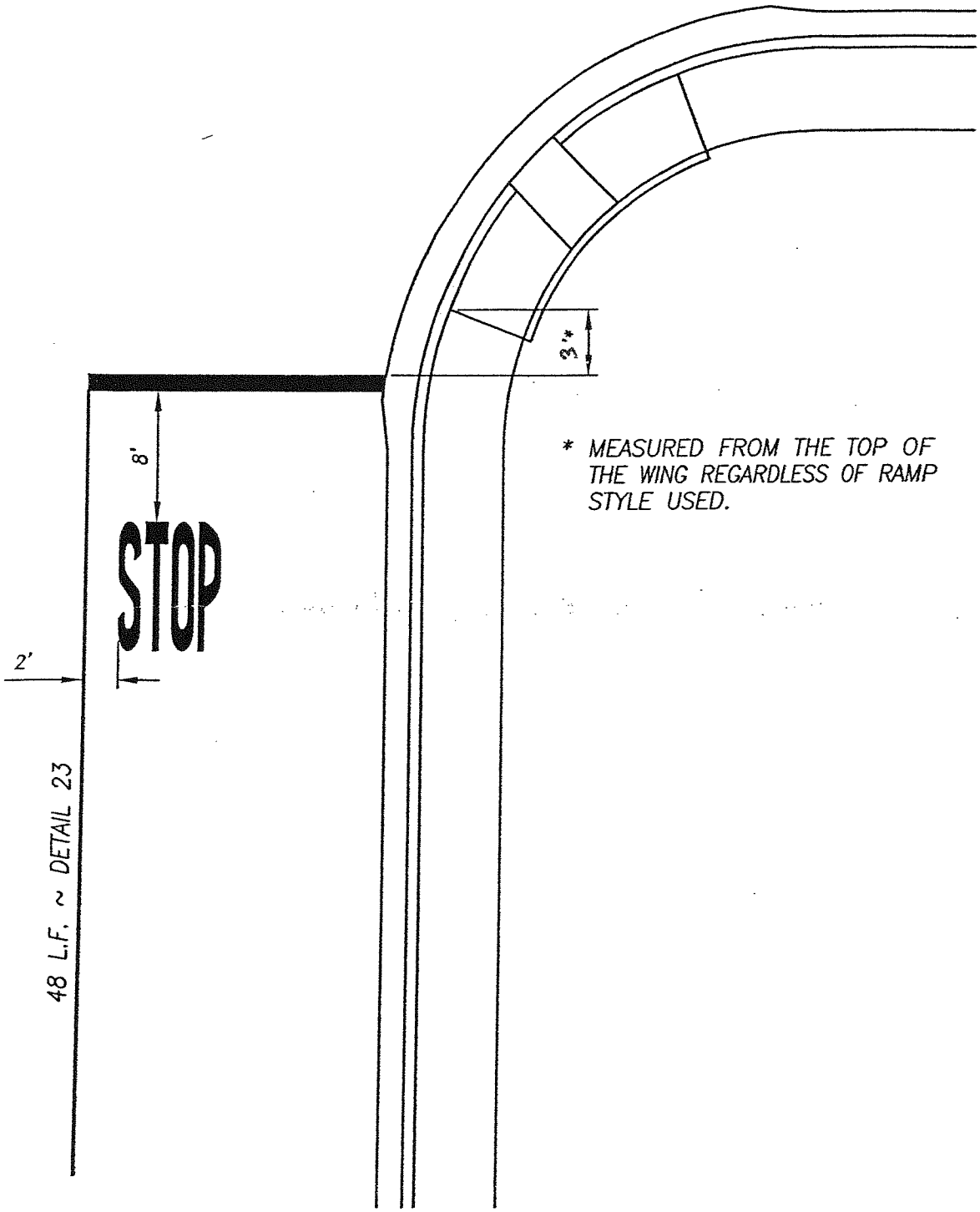
5. THERMOPLASTIC BAR SHALL START 2' FROM BEGINNING OF WING FOR ACCESS RAMP.





CROSS WALK LAYOUT

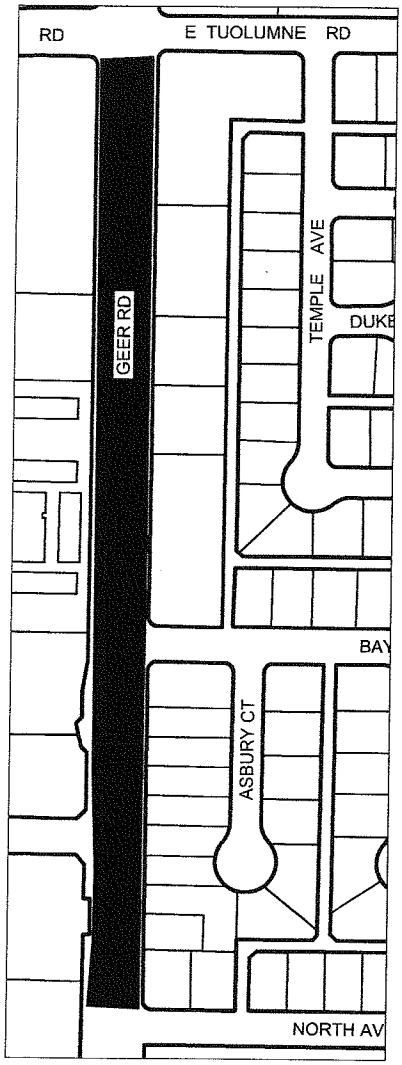
CITY OF TURLOCK INC. 1908	DRAWN BY: AZ	CITY OF TURLOCK	DRAWING NO. C-17
	CHECK BY: NBB	APPROVED BY:	COUNCIL APPROVAL DEC, 2015
	SCALE: NONE	CITY ENGINEER – MICHAEL G. PITCOCK – RCE 52694	



* MEASURED FROM THE TOP OF THE WING REGARDLESS OF RAMP STYLE USED.

OPTION #3

EXHIBIT C



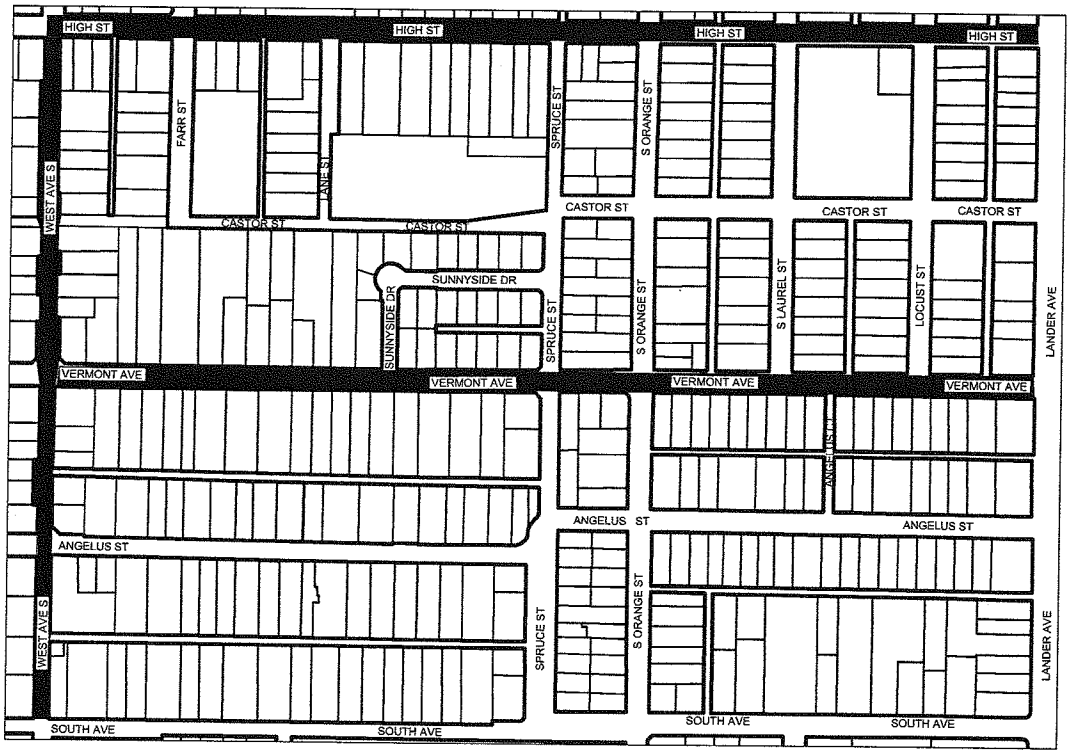
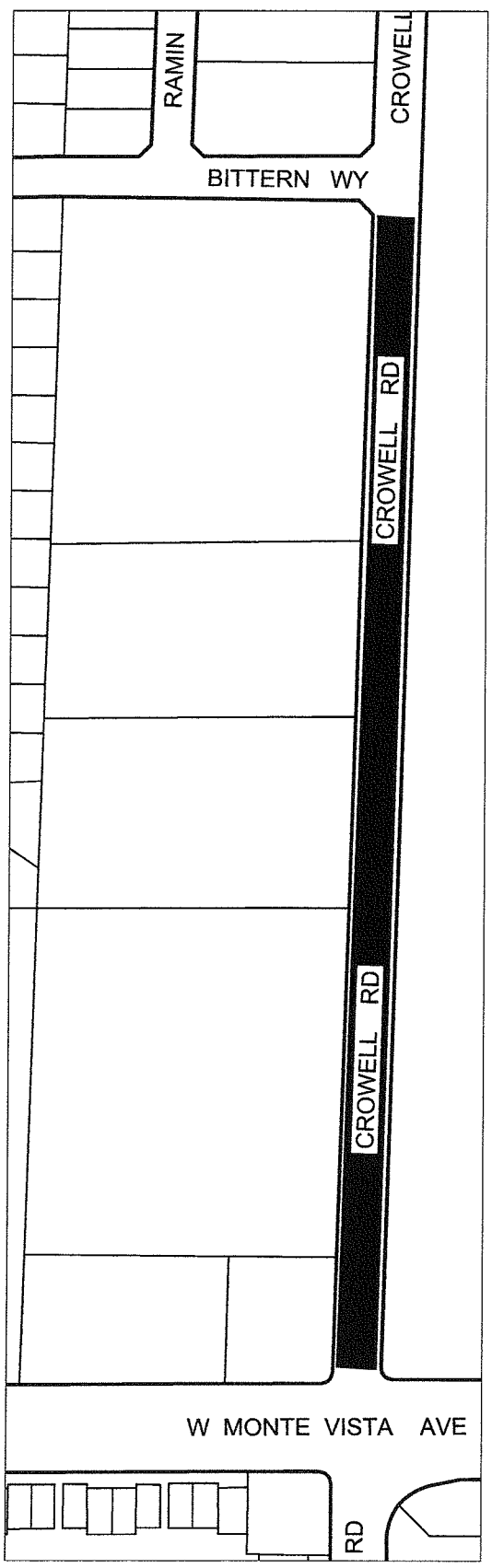
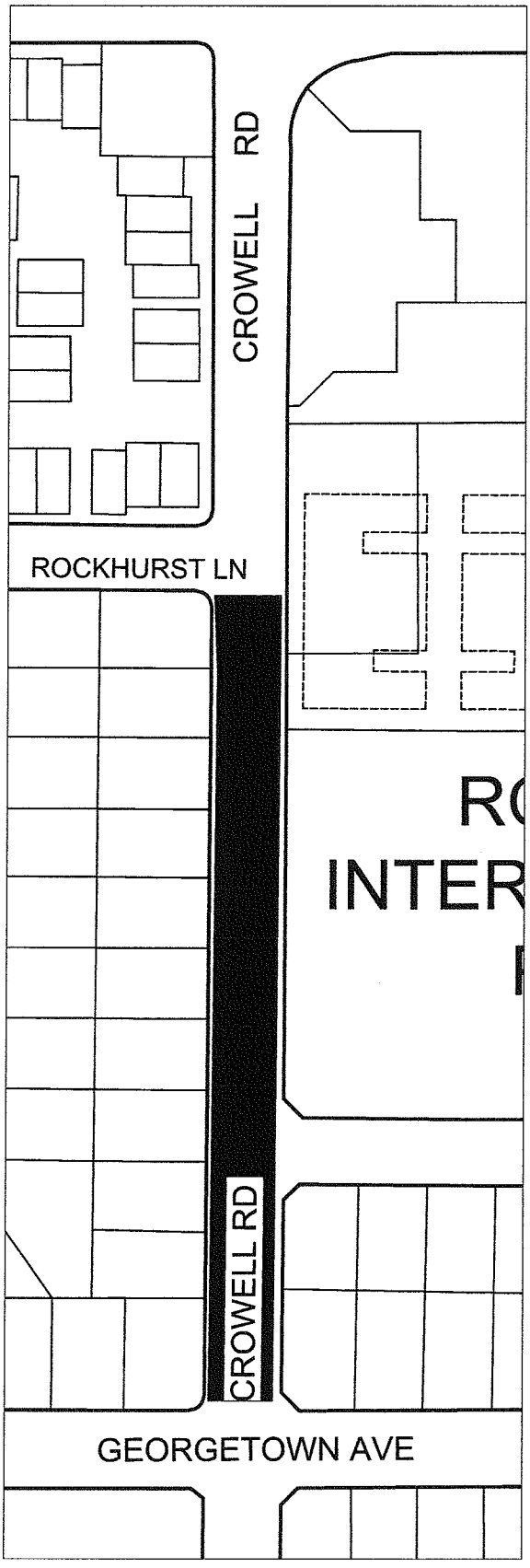


EXHIBIT C -
BID ALTERNATES 1 AND 2





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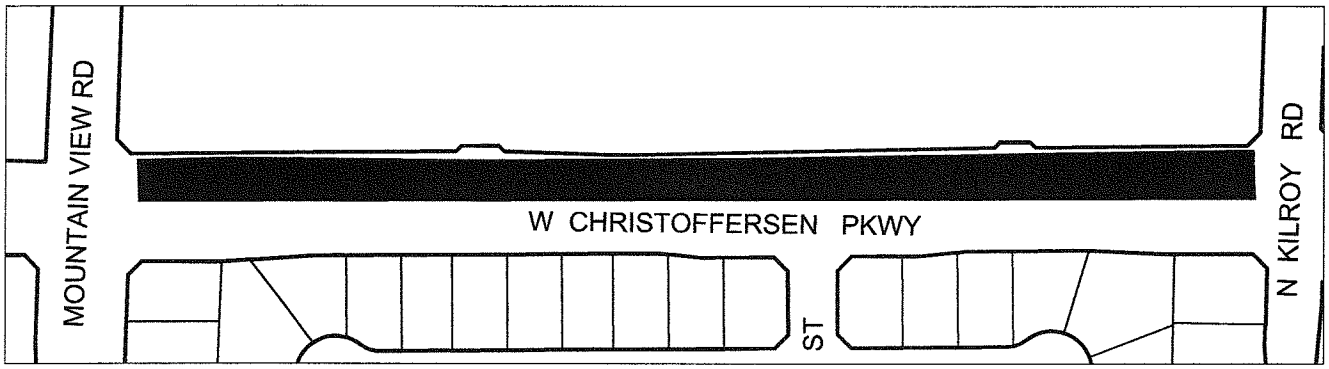
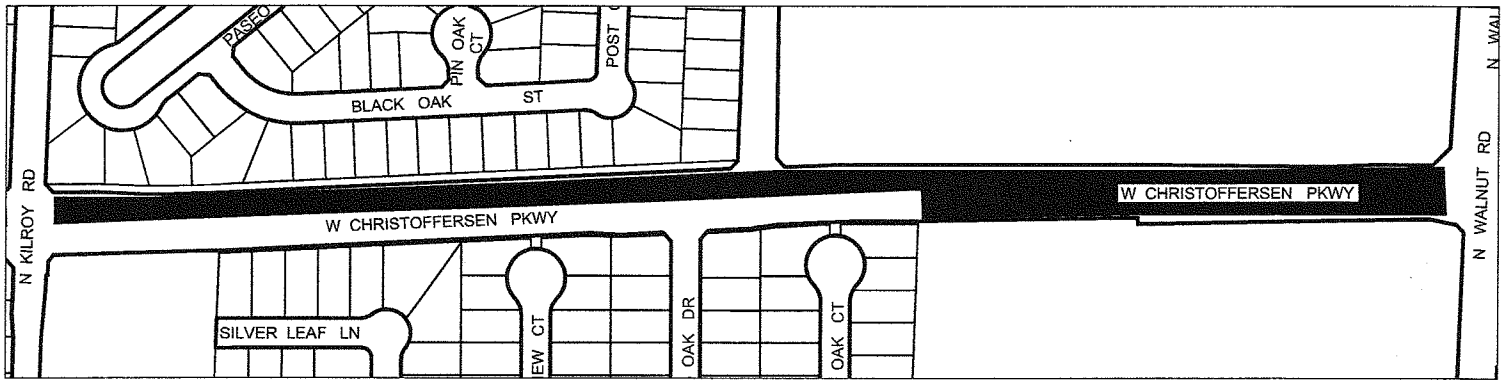
BID ALTERNATES 3, 4 AND 5





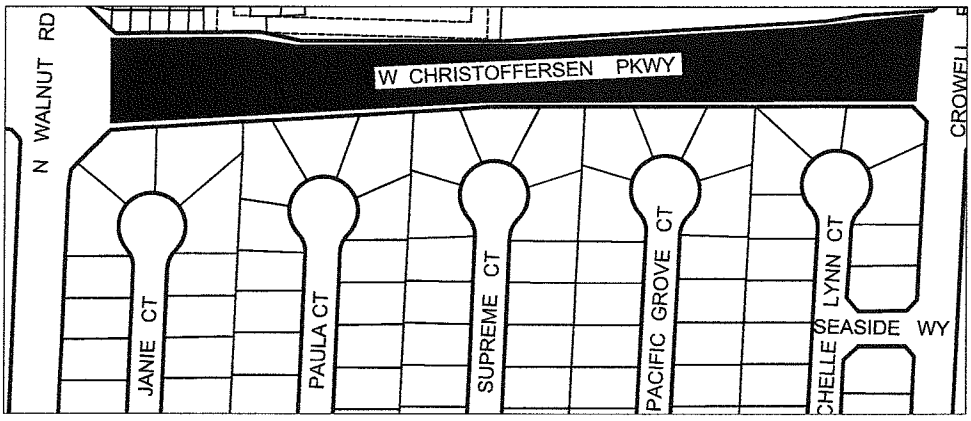
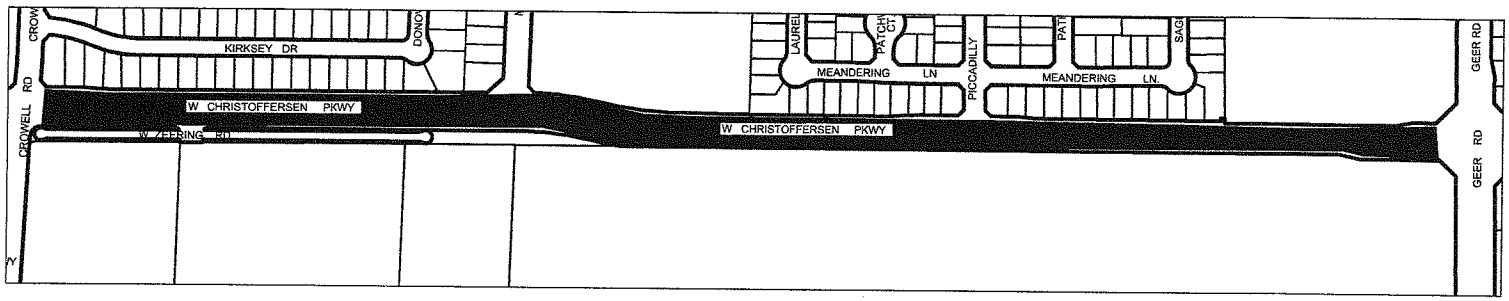
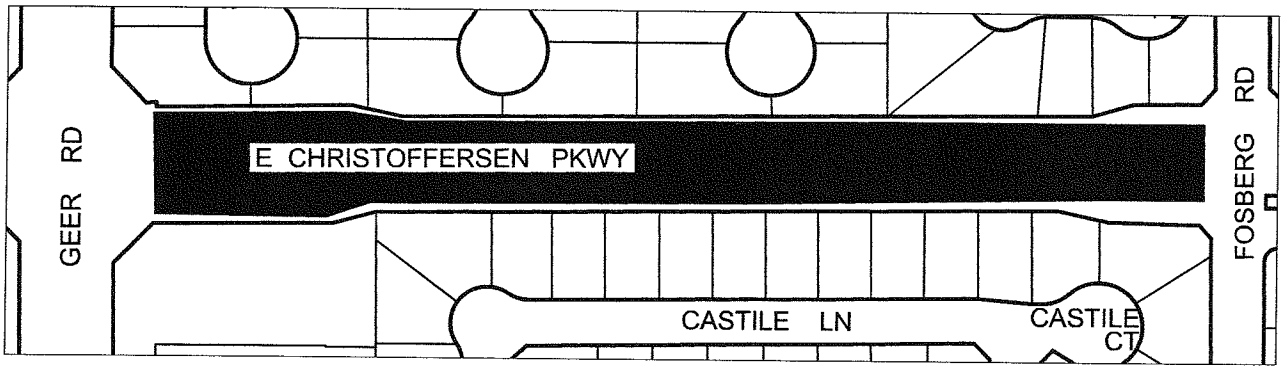
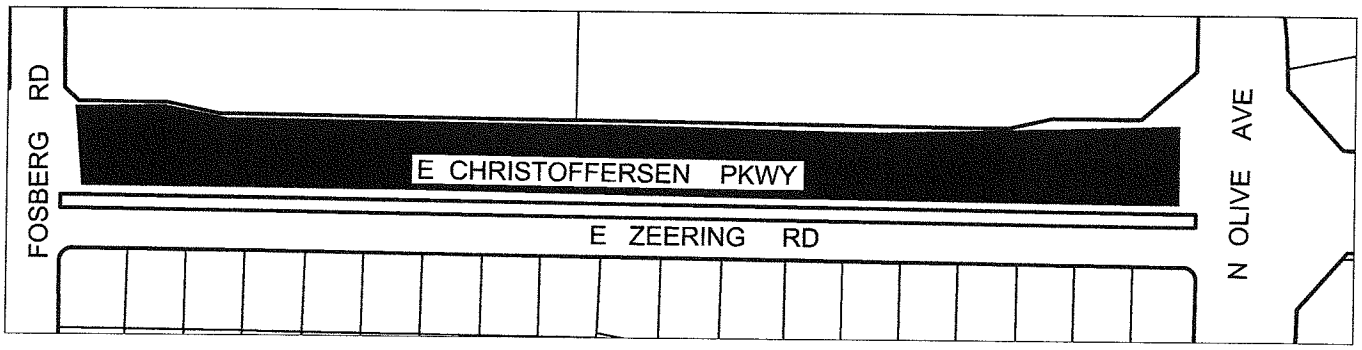


EXHIBIT C -
BID ALTERNATES 6, 7 AND 8







NOTICE TO CONTRACTORS,

PROPOSAL,

AGREEMENT, &

SPECIAL PROVISIONS

FOR CONSTRUCTION ON
Project No: 16-63
Local Road Improvements - Crack Seal

IN STANISLAUS COUNTY,
TURLOCK, CALIFORNIA.

Development Services Department/ Engineering Division

Phone: (209) 668-5599 ext 4421
Contact Person: Randall Jones

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

Proposals shall be delivered to Turlock, California
at or before 2:00 PM on Thursday, August 25, 2016
at the office of the City Engineer,
Development Services: Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380

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CITY OF TURLOCK, CALIFORNIA
NOTICE TO CONTRACTORS

Sealed proposals will be received by the City Engineer of the City of Turlock, Development Services/Engineering Division, 156 S. Broadway, Suite 150, Turlock, California 95380, until 2:00 PM on Thursday, August 25, 2016, for:

City Project No. 16-63
Local Road Improvements - Crack Seal

In accordance with and as described and provided in the plans, specifications and the proposed form of contract therefore, all of which are on file in the office of the City Engineer, and to which special reference is hereby made.

No verbal, telegraphic, electronic mail, facsimile, or telephone Proposals shall be considered.

Proposals are required to be complete and for the entire work, materials and improvements unless the contrary is indicated in the specifications.

In accordance with the provisions of California Business and professions Code, Section 7028, Contractor shall possess one of the following Contractor license(s) at the time of bid and for the duration of the contract:

1. A - General Engineering Contractor
2. C-12 – Earthwork and Paving

Failure to possess the specified license(s) shall render the Bid as non-responsive, shall act as a bar to award of the contract to any Bidder not possessing said license(s) at the time of Bid opening and shall result in the forfeiture of the security of said Bidder. Furthermore, any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's License Board.

Each proposal must be accompanied by cash, cashier's check, or check certified by a responsible bank, or by a bid bond, the proposed form of which is on file in the office of the City Engineer of said City and to which special reference is hereby made in a sum not less than ten percent (10%) of the total amount bid, payable to the City of Turlock as liquidated damages in the case the bidder is awarded the contract and fails within ten (10) days after the date of mailing to him by the City Engineer of a notice of award of the contract and that the contract is ready for signature to execute the above-mentioned written contract and file with the City Engineer satisfactory insurance certificates as required by the terms of said contract and satisfactory bonds as required by law for the faithful performance of said contract and for the protection of material, men and laborers. Special reference is hereby made to Sections 5100, et. seq., of the Public Contracts Code of the State of California and to the proposed forms for said bonds now on file in the office of the said City Engineer for further particulars regarding bonds.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

Bidders' attention is directed to the insurance requirements in the contract. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

No proposal will be considered unless made on forms furnished by the City Engineer of said City at his office of said City. Each proposal must be sealed, and the envelope containing the same must be addressed to the City Engineer of the City of Turlock and must be plainly marked. Each proposal shall clearly identify the bidders name and address on the sealed envelope.

Each bid shall separately state in figures the price offered for the approximate quantity of each item set forth and shall also state in words and figures the total contract price. Quantities set forth in the proposal form and in the specifications are approximate only, being given as a basis for comparison of bids, and the City of Turlock does not expressly or implied agree that the actual amount of work or materials will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or materials as may be deemed necessary by the City Engineer.

Proposals may not be withdrawn for a period of sixty (60) days after the time fixed for opening of proposals. The City Council of the City of Turlock reserves the right to reject any and all proposals or any part thereof and to waive any errors or informalities in any proposals and to set and act as sole judge of the merit and qualifications of the equipment, supplies or services offered.

At the request and expense of Contractor, pursuant to Division 2, Part 5, Section 22300, et. seq., of the Public Contracts Code, securities equivalent to any funds withheld as retention from progress payments made under this contract may be deposited with the City of Turlock or with a State or Federally chartered bank as escrow agent, who shall pay such moneys to Contractor upon completion of the contract.

Copies of the Contract Documents, including Instructions to Bidders, Bid Proposal forms, Plans and Specifications, may be downloaded from the engineering division's web site or purchased for a non-refundable fee of **Zero** dollars **($0)** at the Office of the City Engineer, 156 S. Broadway, Ste. 150, Turlock, CA 95380, Phone (209) 668-5520. For additional information, go to **http://www.cityofturlock.org/capitalprojects**

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway

construction contract fraud and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

The contractor shall post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

DATED: _____ CITY OF TURLOCK

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

PROPOSAL

Project No. 16-63

Local Road Improvements - Crack Seal

City of Turlock, California

DATED:_____

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER:_____

BUSINESS ADDRESS:_____

PLACE OF RESIDENCE:_____

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

The Contractor shall submit the following at the time of Bid in order for the Bid to be considered responsive:

- Completed Proposal, pages 4 - 14;

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: Thursday, August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Geer Road between North Avenue and Tuolumne Road	LS	1		
2	Crack Seal Treatment - High Street between Lander Avenue and West Ave South	LS	1		
3	Crack Seal Treatment - Vermont Street between Lander Avenue and West Ave South	LS	1		
4	Crack Seal Treatment - West Ave South between South Avenue and High Street	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___ , ___ ___ . __ __

TOTAL BID WRITTEN IN WORDS: _____

CONTRACTOR: _____

BIDDER'S FORM - ALTERNATE 1

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: , August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Crowell Road between Bittern Way and Monte Vista Avenue	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___ , ___ ___ . __ __

TOTAL BID WRITTEN IN WORDS: _____

BIDDER'S FORM - ALTERNATE 2

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: , August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Crowell Road between Monte Vista Avenue and Georgetown Avenue	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___, ___ ___ . ___

TOTAL BID WRITTEN IN WORDS: _____

BIDDER'S FORM - ALTERNATE 3

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: , August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Christoffersen Parkway between Mountain View Road and Kilroy Road	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___, ___ ___ . ___

TOTAL BID WRITTEN IN WORDS: _____

BIDDER'S FORM - ALTERNATE 4

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: , August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Christoffersen Parkway between Kilroy Road and Walnut Road	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___ , ___ ___ . ___

TOTAL BID WRITTEN IN WORDS: _____

BIDDER'S FORM - ALTERNATE 5

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: , August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Christoffersen Parkway between Walnut Road and Crowell Road	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___ , ___ ___ . ___

TOTAL BID WRITTEN IN WORDS: _____

BIDDER'S FORM - ALTERNATE 6

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: , August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Christoffersen Parkway between Crowell Road and Geer Road	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___ , ___ ___ ___ . ___

TOTAL BID WRITTEN IN WORDS: _____

BIDDER'S FORM - ALTERNATE 7

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: , August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Christoffersen Parkway between Geer Road and Fosberg Road	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___ , ___ ___ ___ . ___

TOTAL BID WRITTEN IN WORDS: _____

BIDDER'S FORM - ALTERNATE 8

PROJECT TITLE: Local Road Improvements - Crack Seal

PROJECT NUMBER: 16-63

OPENING DATE: , August 25, 2016

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Crack Seal Treatment - Christoffersen Parkway between Fosberg Road and North Olive Avenue	LS	1		
	Subtotal				

IN ACCORDANCE WITH SECTION 20103.8(c) OF THE CALIFORNIA PUBLIC CONTRACT CODE FOR DETERMINING THE LOWEST BID, THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BID PRICES ON THE BASE CONTRACT AND THOSE ADDITIVE ITEMS THAT WHEN TAKEN IN ORDER FROM A SPECIFICALLY IDENTIFIED LIST OF THOSE ITEMS IN THE SOLICITATION, AND ADDED TO THE BASE CONTRACT, ARE LESS THAN, OR EQUAL TO, A FUNDING AMOUNT PUBLICLY DISCLOSED BY THE CITY BEFORE THE FIRST BID IS OPENED

TOTAL BID WRITTEN IN FIGURES: $ __, ___ ___ , ___ ___ ___ . ___

TOTAL BID WRITTEN IN WORDS: _____

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDA

No._____ **Date** _____ **Signed** _____

No._____ **Date** _____ **Signed** _____

COMPANY'S NAME: _____

BY: _____

ADDRESS: _____
(Number) (Street)

_____
(City) (State) (ZIP)

CONTRACTOR'S PHONE #:
_____

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

_____, Contractor's License #_____, Class___
(Company's Name)

Expires_____. This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X_____
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(**IMPORTANT NOTICE**: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,
License No._____Expiration Date_____.

DATED:_____, 20_____

Address:_____

Phone:_____

X_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X_____

Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(AFFIX SEAL)

_____

NOTARY PUBLIC SIGNATURE

_____

NOTARY PUBLIC PRINTED NAME

INFORMATION REQUIRED OF BIDDER

The bidder is required to provide the following information. Additional sheets may be attached if necessary.

Contractor's mailing address:_____

Contractor's telephone number:_____

Number of years experience as a contractor in construction work or installation work similar to that required in these specifications:

_____

Name of person who inspected the site of the proposed work for your firm:

_____

Date of Inspection:_____

List at least four projects completed as of recent date:

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub: _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub: _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub : _____
Date Completed: _____
Liquidated Damages Assessed: _____

Project No. and Title: _____
Class and Type of Work: _____
Name, Address, and Phone No. of Owner _____
Registered Engineer in Charge of Project: _____
Total Contract amount: _____
Contract amount you performed: _____
Name of Prime Contractor if you were Sub : _____
Date Completed: _____
Liquidated Damages Assessed: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as BIDDER, and _____ as SURETY a corporation duly organized under the laws of the State of _____ and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum _____

_____

Dollars ($_____).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, Development Services Department, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

_____, _____, 20___, at_____.
(day) (date) (time)

for **Project No. 16-63, "Local Road Improvements - Crack Seal ."**

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form in accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____day of _____, 201_.

BIDDER

_____**(SEAL)**
(Bidder's Name and Corporate Seal)

_____
(Signature)

_____
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

_____**(SEAL)**
(Surety's Name and Corporate Seal)

_____
(Signature)

_____
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF SURETY'S ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

SUB-CONTRACTORS
City Project No. 16-63
Local Road Improvements - Crack Seal

Primary Contractor:_____ DIR NUMBER:_____

The bidder is required to provide the following information concerning his sub-contractors in accordance with Sections 4100 et. seq., inclusive, of the California Public Contracts Code. Sub-contractors listed below must be properly licensed under the laws of the State of California for the type of work which they are to perform. List all sub-contractors who will furnish work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. Do not list alternate sub-contractors for the same work.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-63
Local Road Improvements - Crack Seal

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and _____ hereinafter called "Contractor" on this _____ day of _____, 20__ (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 _____, 20__, 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: mobilization and demobilization, traffic control, surface preparation, and applying crack sealant, 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. 16-63, "Local Road Improvements - Crack Seal ."**

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 _____ **and XX/100ths Dollars ($_____.__).** Said amount shall be paid in installments as hereinafter provided.

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

7. **RIGHTS OF CITY TO INCREASE WORKING DAYS:**
If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other

overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:** If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **DELAY 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 accordance with Section 7203 of the Public Contract Code, 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 **Six Hundred** and no/100ths Dollars **($600.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay 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 delay 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.

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

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

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

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

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

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

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

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

completed operations coverage.

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

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

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

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

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

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

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

(i) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. PROOF OF CARRIAGE OF INSURANCE:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. WAGES & HOURS OF EMPLOYMENT:

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

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

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

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

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

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

(c) City Council, by resolution, may suspend this agreement until the cause of inability to

perform is removed but for a period of not to exceed sixty (60) days.

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

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

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

28. PROVISIONS CUMULATIVE:

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

29. TAXES:

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

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

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

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

30. NOTICES:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. CITY CONTRACT ADMINISTRATOR:

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

Randall Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: RJones@turlock.ca.us

32. INTERPRETATION:

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

33. ANTITRUST CLAIMS:

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

34. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 21 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

_____
Print Name

Address: _____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
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. 16-63, "Local Road Improvements - Crack Seal ,"** 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. 16-63, "Local Road Improvements - Crack Seal ,"** 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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SPECIAL PROVISIONS

City Project No: 16-63
Local Road Improvements - Crack Seal

SECTION 1 SPECIFICATIONS AND PLANS

SPECIAL NOTES:

1. Official bid documents including plans and specifications are available online at http://www.cityofturlock.org/capitalprojects. All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.

1.01 SPECIFICATIONS:

The work described herein shall be done in accordance with the current City of Turlock Standard Specifications and the 2010 Edition of the State of California, Department of Transportation Standard Specifications and Standard Plans (with exception that English units are to be used in place of metric) and in accordance with the following Special Provisions.

The Contract Documents are complementary; what is required by one is as binding as if required by all.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to City.

Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence, with the first item listed having the highest precedence.

1. Contract Change Order (Modifications or changes last in time are first in precedence).
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Special Provisions
6. Notice Inviting Bids and Instructions to Bidders
7. Project Drawings
8. City of Turlock Standard Specifications
9. Caltrans Standard Specifications
10. City of Turlock Standard Drawings
11. Caltrans Standard Plans

With regards to discrepancies or conflicts between written dimensions given on drawings and the scaled measurements, the written dimensions shall govern.

With regards to discrepancies or conflicts between large-scale drawings and small-scale drawings, the larger scale shall govern.

With regards to discrepancies or conflicts between detailed drawings and referenced standard drawings or plans, the detailed drawings shall govern.

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1.02 CONTRACTOR'S RESPONSIBILITY:

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. The Contractor shall investigate to their satisfaction as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1.03 COMPLETENESS AND ACCURACY OF PLANS AND SPECIFICATIONS:

Pursuant to the California Public Contract Code, the bidder is required to review architectural or engineering plans and specifications prior to submission of a bid, and report any errors and omissions noted by Contractor to the architect, engineer or owner five days prior to the bid opening date.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL:

The Contractor's attention is directed to the "Notice to Contractor" for the date, time and location of the mandatory Pre-Bid meeting, if applicable.

The bidder's attention is directed to the provisions in Proposal for this bid for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book must be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of

US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:

The actual sizes, locations and materials of existing utilities and facilities shown on the plans may vary from what is shown on the plans. Attention is directed to the possible existence of underground facilities not indicated on the plans or in the special provisions. Contractor shall be responsible for verifying the locations and nature of the existing utilities, protecting them from damage and notifying Engineer of their location and nature.

Contractor shall examine carefully the site of the work. It is assumed that Contractor has investigated and is satisfied as to the conditions to be encountered as to the character, quality and quantities of work to be performed.

Although the City of Turlock's soil conditions are homogenous and sandy in nature, various subsurface conditions such as hardpan, and ground water may be encountered. The City of Turlock will not be held responsible in any way for the type and character of subsurface conditions encountered. If a subsurface report is desired by Contractor, it will be Contractor's responsibility and expense to verify the subsurface conditions by boring or other means necessary prior to bidding and/or performing work. Attention is directed to Section 5.17, "Preservation of Property," of these special provisions during boring and other miscellaneous operations.

Full compensation for furnishing all labor, materials, tools, equipment (including dewatering devices), and incidentals, and for doing all the work involved with and/or in verifying existing utilities, facilities, site and subsurface conditions as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL:

The Contractor's attention is directed to the provisions in the Contract for the requirements and conditions concerning award and execution of contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the City so that it is received within 10 working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attention: Yolanda Gardini
City of Turlock, Engineering Division
156 S Broadway, Suite 150

Turlock, CA 95380

Bid protests are due in writing by the fifth calendar day after the bid opening and are to be delivered to the following address:

Nathan Bray, PE
156 S Broadway Suite 150
Turlock, CA 95380

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to Section 6 "Time For Performance" of the Contract.

At no time shall construction begin prior to the issuance of the Notice to Proceed. Any work performed prior to the Notice to Proceed shall be done at the Contractor's own risk and payment will not be made therefor.

The Contractor shall follow the sequence of construction and progress of work as specified in Section 5.18, "Order of Work," of these Special Provisions.

Should the Contractor choose to work on a Saturday, Sunday or Legal Holiday as defined in Section 5.11 "Working Hours," of these Special Provisions, the Contractor shall reimburse the City of Turlock the actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

Attention is directed to Section 9 "Liquidated Damages" of the Contract.

A pre-construction meeting will be held between Contractor and City prior to the beginning of construction. The exact time and place of this conference will be determined by City after award of the construction contract.

City shall furnish to Contractor five hard copies of the Contract Documents and plans. Contractor may produce additional copies as needed at Contractor's expense.

SECTION 5 GENERAL

5.01 LABOR NONDISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7 1.01A(4), "Labor Nondiscrimination," of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5.02 PREVAILING WAGE:
Attention is directed to Section 7-1.02K "Labor Code," of the Caltrans Standard Specifications.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

5.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES:
When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8 1.07, "Delays," of the Caltrans Standard Specifications.

5.04 SUBCONTRACTING:
No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City may exercise the remedies provided under Pub Cont Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

At the pre-construction meeting, prior to starting work, Contractor shall submit a complete listing of subcontractors and the value of the work each subcontractor will perform. This list shall contain all information identified on Exhibit 12-G of the Local Assistance Procedures Manuel.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS::

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.07 PAYMENTS:

Attention is directed to Section 19, "Payments to Contractor," of the Contract.

At the end of each month the Contractor shall submit a proposed progress invoice. The invoice shall delineate each bid item, the amount of work performed for the invoice period (previous month) and the total amount of work performed to date. A sample invoice with all of the required items will be given to the Contractor at the pre-construction meeting.

The Engineer will review the progress invoice and after any changes the Engineer makes, will issue an official invoice for the Contractor to sign. The Contractor shall sign the official invoice and return to the Engineer. After the Engineer receives the signed, official invoice, the progress payment will be processed.

Retention in the amount of 5% of the progress payment amount shall be held from all progress payments. Retention will be released 35 days after the Notice of Completion has been filed, insofar as no stop notices were filed.

5.08 GUARANTY:
Attention is directed to Section 9-4, "Guaranty," of the City of Turlock Standard Specifications.

5.09 PUBLIC SAFETY:
In addition to any other measures taken by Contractor pursuant to the provisions of the Standard Specifications and the General Conditions, Contractor shall install temporary precast concrete barrier rail between any lane carrying public traffic and any excavation, obstacle or storage area when the following conditions exist:

Excavations: Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except;

(a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.

(b) Excavations less than one foot deep.

(c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.

(d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.

(e) Excavations in side slopes where the slope is steeper than 4:1.

(f) Excavations protected by existing barrier or railing.

At the end of each working day, if a difference of 0.50 feet exists between the elevation of the existing pavement and the elevation of any excavation within 2 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of the existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the cost for other contract items of work and no additional compensation will be allowed therefore.

Personal vehicles of Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25 foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment.

A minimum of one paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 4:00 p.m. on Fridays and the day preceding designated legal holidays and when construction operations are not actively in progress.

5.10 SOUND CONTROL REQUIREMENTS:

Sound control shall be in accordance with Section 7 1.01I, "Sound Control Requirements," of the Caltrans Standard Specifications and these special provisions.

The noise level from Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety law for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.11 WORKING HOURS:

Contractor's working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays.

Contractor shall notify Engineer 48 hours prior to beginning work.

Contractor shall not work outside the above-mentioned working hours without prior written consent of Engineer.

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

5.12 UNDERGROUND SERVICE ALERT REQUIREMENTS:

Contractor shall contact Underground Service Alert of Northern California at least 48 hours in advance of any construction activity, will or could damage or affect any underground utility or subsurface

improvement, and obtain an inquiry identification number. Contractor shall notify Underground Service Alert in the event of change in the project limits or change in original work previously shown on the plans or indicated in the specifications. Contractor shall not commence construction prior to City Inspector receiving City's notice from USA North regarding this construction activity.

5.13 DUST CONTROL:

Dust Control shall conform to the provisions in Section 10, "Dust Control", of the Standard Specifications and these special provisions.

Full compensation for Dust Control will be considered as included in the various contract items of work requiring Dust Control, as determined by Engineer, and no separate payment will be made therefor.

5.14 WATERING:

Watering shall be in accordance with Section 17, "Watering," of the Caltrans Standard Specifications.

Full compensation for Watering will be considered as included in the various contract items of work requiring Watering, as determined by Engineer, and no separate payment will be made therefor.

5.15 USE OF HYDRANTS FOR CONSTRUCTION PURPOSES:

City will permit the use of a hydrant for construction purposes provided that the following are abided by:

1. A spanner wrench shall be the only type of wrench used on fire hydrants.
2. Contractor shall be liable for the damages to or loss of all hydrants and associated water lines and equipment which result from the use of this equipment.
3. Water shall only be used within City limits.
4. The vehicle must be approved by Engineer for approved backflow device.
5. Contractor shall pay a deposit on a water meter provided by the City. After the project ended the Contractor shall return the meter to the City for the release of the deposit.

However, use of city hydrants does not exempt Contractor from providing a water truck where hydrants cannot be utilized due to unsafe working conditions as deemed by Engineer.

5.16 PROGRESS SCHEDULE:

Contractor shall furnish City with a Critical Path Method progress schedule. The progress schedule shall show the construction activities extending for the duration of the working days. Any deviation from the outline must be approved by Engineer. Contractor shall not be allowed to start construction activities until the progress schedule is accepted by Engineer.

5.17 PRESERVATION OF PROPERTY:

The work performed in connection with various existing facilities shall be in accordance with Section 7-8, "Preservation of Property," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid injury or damage to existing improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are to remain in place.

Roadside trees, shrubs and other plants that are not to be removed and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above aground, sewer and water lines, sprinkler systems above or below ground, all roadway facilities, and any other improvements or facilities within or adjacent to the right-of-way shall be protected from injury or damage, and if ordered by Engineer, Contractor shall provide and install suitable safeguards, approved by Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of Contractor's operations they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored to a condition as good or better as when Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. Engineer may make or cause to be made such temporary repairs as necessary to restore to service any damaged facility. The cost of such repairs shall be borne by Contractor and may be deducted from any moneys due or to become due to Contractor under the contract.

The fact that any underground facility is not shown upon the plans shall not relieve Contractor of his responsibility under Section 2.02, "Existing Utilities and Facilities", of these provisions. It shall be Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities that may be subject to damage by reason of his operations.

Full compensation for furnishing all labor materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.18 ORDER OF WORK:

Order or work shall be in accordance with the provisions in Section 5-1.05, "Order of Work," of the Caltrans Standard Specifications and these special provisions.

5.19 AS-BUILTS:

When the job is complete, Contractor shall provide City with as-built drawings. These as-built drawings shall show any and all differences (revisions, additions, etc.) between the signed improvement plans and the installed improvements. The Contractor shall identify all utilities that are located in the field. The as-builts will consist of redlined signed improvement plans. The NOC will not be issued until acceptable as-builts have been received by the Engineer.

5.20 SURVEYING:

Construction survey staking shall be provided by City. Contractor shall provide a staking request no less than 1 week prior to Contractor starting work and not less than 48 hours before the staking is required to continue construction. The Contactor shall provide unimpeded access to the site and allow City survey crew to perform their work.

Contractor shall protect all survey stakes and markers during construction. If survey stakes and/or markers are damaged or destroyed during the course of construction, by vandalism or by any other means, Contractor may submit a request to have the survey re-staked. If re-staking is required, Contractor shall be back charged at the fully burdened hourly rate for the survey crew and shall fully reimburse City for all necessary materials and equipment.

5.21 TESTING:

Unless otherwise noted, City of Turlock will supply all acceptance testing. Coordination of said testing is the responsibility of Contractor through the project's inspector. The Contractor shall provide at least 24 hours' notice to the Engineer in advance of needing acceptance testing. If the Contractor request testing and the Contractor is not ready for the testing to occur, the Contractor shall be back charged the cover the cost of the testing firm.

At sites chosen by the project inspector, City's testing laboratory will conduct all tests. Contractor shall supply any necessary equipment and or labor required to obtain all samples for the completion of the testing process.

City of Turlock shall compensate the testing laboratory for all initial tests. Secondary and all other follow-up tests required due to failure of initial testing shall be reimbursed to City of Turlock based on the following schedule:

Water sample test: $300.00 Per Test
Compaction test: $100.00 Per Test

5.22 SUBMITTALS:

General submittals shall be made in accordance with Section 5.25, "Internet Based Construction Management System," of these special provisions. If a physical copy of a submittal is required, the following shall apply.

Before making submittals, Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved outline of construction activity. Each submittal shall clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All Submittals shall be made to Engineer by Contractor, including those generated by subcontractors and suppliers. Contractor shall carefully review all subcontractor and supplier submittals before submitting to Engineer for review. Submittals received from sources other than Contractor's office shall be returned without action. If a submittal contains extraneous information, unmarked options or is incomplete, it will be returned to Contractor for correction and require re-submittal.

Submittals will be processed by Engineer within ten (10) working days after receipt from Contractor. Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by Engineer shall not relieve Contractor or any subcontractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by Engineer, Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been favorably reviewed by Engineer.

Contractor shall deliver five copies of each submittal to Engineer. Each submittal shall contain, at a minimum, the following information:

1. Title page including the following information:

Project Number and Name.
Name of Contractor.
Name of subcontractor (if applicable).
Description of item.
Item Number on Bid Schedule.
Date of Submittal.
Contractor's initials and date indicating approval of item for submittal to Engineer.

2. Index Sheet (For submittals containing information on multiple components. Each component shall be cross-identified with reference to a divider tab number).

3. Divider Tabs (For submittals containing information on multiple components. Tab numbers shall correspond to the index sheet for each component in the submittal).

4. The brochure, product data sheet or catalog cut (For each component in the submittal, separated by their respective divider tabs).

5. For shop drawings, Contractor shall submit five (5) clean, low background reproducible prints. Shop drawings larger than 11 x 17 in. shall be rolled, not folded.

6. Submittals that involve engineering computations or original design work shall show the name, the California State registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with applicable standards, codes and accepted engineering practices.

7. For product samples, Contractor shall submit two (2) representative samples, one of which may be retained for the duration of the project or indefinitely at the discretion of Engineer. Although a reasonable attempt will be made to maintain the samples in good condition, neither City nor its representative will be responsible for the condition of the samples if returned to Contractor.

8. For material samples, unless a specific quantity is called for in the contract documents, Contractor shall submit a representative sample of the material, which may be retained for the duration of the project or indefinitely at the discretion of Engineer.

9. Certificates of compliance shall be submitted by Contractor to Engineer for those materials and products for which no sample and test results are specified. Certificates of compliance shall include the following information:

Statement that the product complies with the respective contract specifications.

Producer's name and address, product trade name and catalog number (if applicable), place of product origin, quantity of product to be furnished, and related contract plans and specification section numbers.

A certified copy of test results pertaining to the product from a certified independent testing laboratory. At the option of Engineer certified test results shall be signed and sealed by a Professional Engineer licensed to practice in the state of California.

Contractor shall submit Material Safety Data Sheets (MSDS) for all materials used or stored on the site that possess a MSDS, including materials used by Contractor for maintenance of equipment.

5.23 NOTICE OF POTENTIAL CLAIM:

Attention is directed to Section 5-1.43 "Potential Claims and Dispute Resolution," of the Caltrans Standard Specifications.

5.24 PRESERVATION OF EXISTING MONUMENTS:

Preservation of existing monuments shall be Contractor's responsibility. Contractor shall notify Engineer of all monuments that may/will be disturbed by construction operations. Engineer will tie off said monuments and provide Contractor a notice to proceed.

Once Contractor is finished with its construction operations, Engineer will relocate the monuments. Contractor shall install a monument will with concrete collar at each location which shall conform to the provisions in Section 22-1 "Survey Monuments" and Drawing M-1 "Monument Detail", of the Standard Specifications and these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved with protecting existing monuments as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.25 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

General

The Engineer and Contractor shall utilize Virtual Project Manager (http://www.virtual-pm.com/), herein after called VPM, for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. VPM is an electronic project management system accessible through the Internet used to create, share, and review construction management documentation. VPM is provided by the Engineer at no cost to the Contractor. VPM will be made available to all Contractors' personnel, subcontractor personnel, suppliers, consultants, Engineer, and any of Engineer's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor personnel, including subcontractors and suppliers, as requested by Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on VPM shall be the responsibility of the Contractor.

The Contractor shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM through their internet service provider.

The Contractor shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. The Contractor shall utilize the existing forms in VPM to the maximum extent possible. If a form does not exist in VPM the Contractor must include their own form or a form provided by the Engineer as an attachment to a submittal, RFI, or other document within VPM. Note that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a "print to file" feature or "save as pdf" feature, rather than optically scanned whenever possible.

Contractor shall provide a list of key VPM personnel for the Engineer's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number, and email address. The Engineer is responsible for adding and removing users from the system and establishing read, write, and approval permission levels.

Company Documents

This area is reserved for general documentation not related to a specific project. Only the Engineer shall post content in this area. Examples of content found in this area are: the City of Turlock Standard Specifications and Drawings, the 2010 Caltrans Standard Specifications, and the 2010 Caltrans Standard Plans. All files are in PDF format.

Project Summary

The project summary tab provides an overall summary of the project. It includes the current weather, the working days remaining and a summary of work for the past week. The summary of work is generated from the City's project inspector and the daily logs. This tab is for information only and the Contractor shall not take any action here.

Task Manager

The project schedule the Contractor submits is converted into a format that is uploaded by the Engineer into the task manager tab. The Contractor is responsible for providing schedule updates to the Engineer whenever the work progress in a manner different than the approved schedule.

Change Order Manager

The change order manager tab shall be used to track project change orders. Any potential change orders shall be tracked as a Request for Information (RFI) in the RFI tab. Once the Engineer agrees that a RFI will result in a contract change order, a new contract change order shall be created by the Engineer in the change order manager tab. The Engineer will finalize the contract change order through this tab.

Once the change order is finalized, the Engineer will present the contract change order at a City Council meeting. After City Council approval the Engineer will make payment on the contract change order.

Transmittals

The transmittal tab shall be used to communicate general project information amongst all parties as well as used by the Contractor in the submission of certified payroll reports. The Engineer will upload the project-specific information including: bid documents, conformed plans, conformed specifications and the Notice to Proceed to the transmittal tab.

The Contractor shall submit certified payroll reports on a weekly basis through the transmittal tab. Each week shall have a separate transmittal where all the certified payroll reports and statements of non-performance for each contractor shall be posted.

Submittals

All submittals shall be submitted through the submittal tab. The preferred document type is PDF.

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All submittals shall be generated from the prime contractor and any submittals that are uploaded by subcontractors or suppliers will not be reviewed. Contractor shall carefully review all subcontractor and suppliers submittals before submitting it to the Engineer for review. If a submittal contains extraneous information, unmarked options or is otherwise incomplete, it will be rejected and the Contractor shall make corrections and upload the resubmittal. Any resubmittal shall be made to the same transmittal item in VPM.

Submittals shall be processed by the Engineer within ten working days after upload to VPM. The Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by the Engineer shall not relieve the Contractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by the Engineer, the Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been approved by the Engineer.

Each submittal shall have a unique title that is comprised of the item followed by a comma and the section of the specifications that reference the item (e.g. Minor Concrete, Section 8.01). The submittal type shall either be project materials or project information. The submittal description shall be used to identify any pertinent information or list a description of the item being submitted.

Certificates of compliance shall be submitted through the submittal tab. The submittal type shall be "certificate of compliance".

The Contractor shall submit progress invoices on the last working day of the month through the transmittal tab (select "progress invoice" for the type). The Engineer will review the submitted content and if found acceptable the Engineer will upload an official invoice for the Contractor to sign. The

Contractor shall sign in blue ink and upload the signed invoice to the same transmittal where the Engineer will then process for payment.

RFIs

The RFI tab shall be used to request information from the Contractor to the Engineer. The Contractor shall create a RFI upon recognition of any event or question of fact arising from the contract work. The RFI type for this submittal shall be "Request for Information." The Engineer will also utilize the RFI tab in a similar manner when there is a question for the Contractor; this RFI type shall be "Response Required."

The Engineer will respond to a RFI submitted by the Contractor within five days. The Contractor shall proceed with the work unless otherwise ordered. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.23 "Notice of Potential Claim" of the special provisions.

If the Engineer states the RFI leads to a change in scope, change in conditions, differing site conditions or extra work; a contract change order will be issued.

Daily Logs

The daily log tab is used by the City to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab.

WSWD

The weekly statement of working days will be posted to the WSWD tab. VPM automatically generates the WSWD from the information entered into the daily log tab. The WSWD shows the working days and non-working days charged for the reporting week, any time adjustments, a work completion date with the remaining working days left in the contract and the controlling activities for the week.

The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5.23 "Notice of Potential Claim" of the special provisions.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS

8.01 MINOR CONCRETE:

Minor Concrete shall conform to the requirements of Section 90-2, "Minor Concrete," of the Caltrans Standard Specifications.

SECTION 9 DESCRIPTION OF WORK

The work consists, in general of: mobilization and demobilization, traffic control, surface preparation, and applying crack sealant, and other associated work.

The work includes all necessary labor, materials, tools, equipment and any incidentals needed to perform the improvements as shown on the contract plans.

BID ALTERNATES

The bid alternates considered with the proposal are for the following areas:

A. High Street between Lander Avenue and West Ave South
B. Vermont Street between Lander Avenue and West Ave South
C. West Ave South between High Street and South Avenue

SECTION 10 CONSTRUCTION DETAILS

10.01 CRACK SEAL

Crack seal shall conform to Section 37, "Bituminous Seals," of the Caltrans Standard Specifications, these special provisions and the project plans.

Contractor shall submit a certificate of compliance for all crack seal materials.

Contractor shall seal all cracks that are 1/4" to 1" in width, including gaps around manholes, boxes, and vaults. All traverse, longitudinal, or reflective cracks shall be crack sealed, or as directed by the Engineer. Alligator cracked and block cracking areas or areas consisting of multiple broken pieces shall not be crack sealed.

All cracks to be sealed shall be completely clean, dry, and free of all loose material, vegetation, debris, and any other foreign matter which may cause the sealant not to adhere to the crack walls.

Cracks shall be cleaned using a hot compressed air lance (HCL) apparatus. The Contractor shall clean and dry all cracks with the HCL immediately prior to sealing. Air exiting the lance shall be heated to a temperature sufficient enough to remove the oxidized surface from the crack walls.

Contractor shall not rout cracks prior to crack sealing.

Sealant shall be applied from the bottom of the crack to the surface in a manner which does not result in sealant bridging or entrapping air pockets. Sealant shall be applied in a manner that the overband does not exceed 1" on either side of the crack.

Crack seal shall be a hot-applied treatment method.

The contract lump sum price paid for crack sealing shall include full compensation for furnishing all labor, materials, equipment, and incidentals, and for doing all the work involved in sealing cracks,

complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.02 FINAL CLEANUP

Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat clean condition to the satisfaction of the Engineer. The Contractor shall clean the area of all construction related materials and sweep the entire project area including sidewalk and gutter thoroughly. All construction signs, cones, barricades, and conflicting markings shall be removed. At the request of the Contractor, a final punchlist will be provided. After all items of the punchlist have been completed to the satisfaction of the Engineer, the Engineer will issue substantial completion. The accrual of working days will cease after substantial completion has been issued.

SECTION 11 BLANK

SECTION 12 WORK ZONE MOBILITY

12.01 POLICY:

To provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.

12.02 TRAFFIC MANAGEMENT PLAN:

The Contractor shall develop and submit a temporary traffic control plan (TTCP) to the Engineer for review. The TTCP shall be prepared and signed by a person competent to perform said design. If the Engineer accepts the TTCP, the Contractor shall implement the TTCP.

The Contractor will be allowed to close lanes of traffic to accomplish the Work, provided that one lane in each direction is open to traffic. If the Work requires closure of lanes that would make it impossible to leave one lane in each direction open to traffic, the Contractor will be allowed to use flaggers and have one lane of traffic open. The Contractor will bear the entire cost of the flagging.

The Contractor will not be allowed to close the road to traffic at any point.

Contractor shall meet the requirements outlined in Section 11 of the City of Turlock Standard Specifications.

The Contractor shall bear the full cost of flagging operations.

The Contractor shall only be allowed to place traffic control devices for closures of lanes in areas where Work is occurring. If an area is not being worked on, the traffic control devices must not restrict traffic.

In times of low visibility (dark, foggy, etc.) the Contractor shall affix flashing beacons to all traffic control devices in a standard method.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The cost of repairing or replacing said traffic control devices shall be the responsibility of Contractor. The cost of supplying any and all traffic control devices shall be considered as included in other contract items of work and no additional compensation will be allowed therefore.

If the Contractor does not adhere to the accepted TTCP, the Engineer will shut down the Contractor for the remaining day and any subsequent days it take the Contractor to make traffic control devices adhere to the accepted TTCP. Such shut downs are not subject to additional working days.

SECTION 13 BLANK

8B

City Council Synopsis
August 9, 2016

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the extension of a one (1") inch water service line by the City of Turlock to the property located outside its jurisdictional boundary at 716 North Daubenberger Road to provide potable water for R.A.M. Farms, Inc., is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facility), Section 15303 (New Construction or Conversion of Small Structures), and/or Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

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Motion: Authorizing the City Manager to certify the Stanislaus LAFCO "Out of Boundary Service Application" requesting LAFCO approval for the City of Turlock to extend a one (1") inch water service line to 716 North Daubenberger Road, Turlock, California, a property located outside the City of Turlock jurisdictional boundary and within its Sphere of Influence, to provide potable water to R.A.M. Farms, Inc., a seasonal and temporary business including a Pumpkin Patch, Corn Maze and Fields of Ice pursuant to Stanislaus County Staff Approval Permit PLN 2015-0046

Motion: Approving the "Out of Boundary Service Agreement for Water Connection Affecting Real Property" located at 716 North Daubenberger Road, Turlock, California (Stanislaus County Assessor's Parcel Number 051-005-002), establishing the conditions under which the City would provide a water service extension to the property

OK for Agenda

Motion: Authorizing the City Manager to sign the "Out of Boundary Service Agreement for Water Connection Affecting Real Property" upon approval of the "Out of Boundary Service Application" by the Stanislaus LAFCO, and to execute all documents, applications, assurances, agreements, and statements that may be required to implement the Agreement including the construction of a one (1") inch water service line to 716 North Daubenberger Road, Turlock, California (Stanislaus County Assessor's Parcel Number 051-005-002)

2. DISCUSSION OF ISSUE:

ISSUE

On July 20, 2016, R.A.M. Farms submitted a request to the City of Turlock to provide a one (1") inch water service connection to 716 North Daubenberger Road (APN 051-005-002). The purpose of the request is to satisfy Condition #31 of their current planning permit with Stanislaus County (Staff Approval PLN 2015-0046 provided in Attachment #1), copied from the permit below:

Department of Environmental Resources

31. Pursuant to Section 116275 (h) of the California Health and Safety Code, public water system means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year. If operations are to exceed 59 days out of the year, contact DER no later than December 10, 2015, with a time schedule for development of a Public Water System.

R.A.M. Farms currently operates more than 59 days out of the year with far more than 25 individuals on site daily. A public water system is therefore required that will meet the requirements of the California Health and Safety Code. The operator is requesting a water service connection from the City of Turlock as the most cost-effective option for meeting the State's requirements. The basis for this request is discussed later in this report. The purpose of this item is to determine whether the City Council is willing to support an application to the Stanislaus LAFCO that would allow water service to be extended to the property which is located outside the City Limits. If the City Council decides to support the application, a proposed agreement between the City and R.A.M. Farms, outlining the conditions under which service is provided, must be approved and submitted with the application.

ROLE OF THE STANISLAUS LOCAL AGENCY FORMATION COMMISSION

Government Code Section 56133 (Cortese-Knox Hertzberg Act) specifies that a city or special district must apply for and obtain the approval of the Local Agency Formation Commission (LAFCO) before providing new or extended services

outside its jurisdictional boundaries. Government Code Section 56133(b) gives LAFCO the authority to approve such service requests when the connection is made outside a city's jurisdictional boundary but within its Sphere of Influence in anticipation of a later change of organization (such as annexation). Each LAFCO establishes the standards and procedures for processing such requests.

The Stanislaus LAFCO has adopted a set of policies and procedures for the conduct of its business. The latest version was adopted on July 22, 2015 and is available on their website. While the Stanislaus LAFCO generally prefers that services be extended upon annexation, the Commission's policies do allow for individual service requests under Government Code Section 56133(b) to be considered on a case-by-case basis. The Stanislaus LAFCO has established the following standards for a favorable approval of such a request:

> *"1. Services will be provided to a small portion of a larger parcel and annexation of the entire parcel would be inappropriate in terms of orderly boundaries, of the entire parcel would be inappropriate in terms of orderly boundaries, adopted land use plans, open space/greenbelt agreements or other relevant factors.*
>
> *2. Lack of contiguity makes annexation infeasible given current boundaries and the requested public service is justified based on adopted land use plans or other entitlements for use.*
>
> *3. Where public agencies have a formal agreement defining service areas provided LAFCO has formally recognized the boundaries of the area.*
>
> *4. Emergency or health related conditions mitigate against waiting for annexation.*
>
> *5. Other circumstances which are consistent with the statutory purposes and the policies and standards of the Stanislaus LAFCO."*

While these policies are not required to be met for the City Council to support the application, these criteria need to be kept in mind as the request will ultimately be approved or disapproved by the Stanislaus LAFCO.

PROJECT HISTORY

For its first two seasons (2011 and 2012), R.A.M. Farms operated at 716 N. Daubenberger, Turlock, as a produce stand, Christmas tree lot, pumpkin patch and hay maze under a Staff Approval Permit issued annually by Stanislaus County. The County's permitting process is similar to the temporary use of land permitting process that Turlock utilizes for its Christmas tree lots and pumpkin patches. These permits were routed to the City for comment. Because the use was defined by the County as an agricultural use, the City was permitted only to request conditions of approval for the project pursuant to the revenue sharing agreement between the City and the County. At that time, the City requested conditions to ensure that the project remain agricultural, to require that all future expansions

require a permit from the County that is reviewed by the City, to maintain the use as a seasonal temporary use restricted to selling agricultural products grown on site, to prohibit live entertainment and amplified music or sound, to require that the site be cleaned up at the end of each operating season, and to ensure that adequate parking was provided on site to avoid negative impacts to the neighboring residential area located in the City to the west of the site.

In 2013, R.A.M. Farms applied for and obtained approval of Use Permit 2013-32 with the expressed purpose of allowing the business to replace the annual permitting process as well as to provide greater flexibility to have on-site food vendors and to operate longer than the 45-day limit established in the County Code. The use permit allowed for two seasonal operating periods – one for Halloween and the other for Christmas. For the Halloween season, the use permit allowed for the operation of a seasonal produce stand, pumpkin patch, corn maze, pre-school maze, pumpkin bowling area, kiddie pedal tractor coral, and a sandbox (for toddlers and pre-schoolers) from the last weekend in September through October 31. The hours of operation were weekdays noon to 6 PM and weekends from 10 AM to 10 PM. For the Christmas season, a Christmas tree lot, including the selling of wreaths and the operation of a 60' x 80' ice rink (4,800 square feet) with lights, would operate from the Friday after Thanksgiving through the second weekend of January. The hours of operation were weekdays noon to 8 PM, and weekends 10 AM to 10 PM. The ice rink is to be dismantled after the second week in January and the site is to be returned to its original condition. Operations also included a concession stand, temporary office and temporary restrooms.

In 2014, R.A.M. Farms submitted a Staff Approval Application to extend the operating season for the ice rink, by one week and two days, to the third week in January. The ice rink was allowed to double in size from 4,800 square feet to 9,600 square feet and to be partially covered to protect customers from inclement weather. The parking lot was expanded from 28 to 58 spaces with an overflow parking area as identified in the project map. This permit was reviewed and the City's input on the matter was approved by the City Council in May 2014. The City Council determined that the project was consistent with the General Plan and added the following four conditions:

1. *Before beginning operations each year, the applicant shall schedule an acoustic analysis to be conducted by a licensed acoustic specialist to verify that the sound from the sound systems and any other noise-generating equipment will not violate the City's Noise Ordinance. The Noise Standards and procedures shall be based on the City of Turlock Noise Ordinance in effect at the time the testing and operations take place. The recommendations made by the acoustic analyst shall be implemented prior to beginning operations each year. The applicant shall be responsible for continuous monitoring and adjustment of sound*

levels to meet the City's standards for single-family residential uses.

2. *At the close of each operating season, the applicant shall contact the County Planning Department to schedule a final inspection of the site to ensure that all of the conditions of approval in this permit have been met.*

3. *The applicant shall continuously work with the County to prepare and implement a parking management plan to ensure that vehicles park in designated spaces on the property. The initial parking management plan shall be reviewed and approved by both the City of Turlock and the County of Stanislaus prior to beginning operations each year. The parking management plan shall provide for at least one parking attendant to monitor traffic during the hours of operation and redirect traffic away from the adjacent residential neighborhood within the City of Turlock and to the designated parking area on site. Parking entrances and exits shall have directional signs with night lighting. The lighting shall be directed onto the signs so as not to cause a visual impact on adjacent residences. The applicant shall work with the County and the City to address any specific parking- and/or traffic-relates issues that arise on an ongoing basis. The specific requirements of the parking management plan may change over time in response to the parking demand generated by the project and the background traffic levels in the area.*

4. *Before beginning operations each year, both the primary parking area (marked spaces) and the overflow parking lots shall be improved for use in accordance with the conditions of approval, the approved site plan, and as directed by the County of Stanislaus.*

In 2015, R.A.M. Farms applied for a County Staff Approval Application to further extend the operating period and to change the hours of operation during the winter season to 10 PM on weekdays. PLN 2015-0046 was approved on October 2, 2015 and is the currently active permit for R.A.M. Farms. At that time, staff did not request additional conditions, stating that the conditions in the use permit were adequate to address the potential impacts of the project.

The active Stanislaus County Permit (PLN 2016-0046) is provided in Attachment #1.

THE REQUEST

The requirement to provide a public water system was identified by the Stanislaus County Planning and Community Development Department in response to complaints received from adjacent neighbors during the last year's (2015) operating season. Since that time, R.A.M. Farms has been working with members

of the Stanislaus County Planning and Community Development Department, the County Department of Environmental Resources (DER), and the City of Turlock to discuss potential options for meeting Condition #31 of the County permit.

In March 2016, representatives of R.A.M. Farms approached City staff to discuss the possibility of a City water service connection to the property. They were informed that it would be necessary to provide more information as to why the connection would be required to allow staff to present the request to the City Council. The information requested by staff included any notices of violation from County DER, well testing results, identification of alternatives to a City water connection, and a justification as to why a City water connection was required. These materials were provided to the City with the submittal of their request on July 20, 2016 (see Attachment #2).

The request includes the documentation requested by City staff. R.A.M. Farms has identified the following three potential options to satisfy the condition of approval:

Option #1: Upgrading the existing agricultural well. R.A.M. Farms states that this option is not viable as the well is old and has an outdated seal and poor water quality. County DER staff has confirmed that this option is not likely to be successful in meeting the State's water quality requirements.

Option #2: Installing a new well with wellhead treatment. Wellhead treatment is required due to the existence of high levels of Nitrate in the water tested at the site exceeding the Safe Drinking Water standards. R.A.M. Farms has obtained estimates from Calwater Drilling Company and Don Pedro Pump indicating that this option would cost $87,389.74. Additional costs would be incurred to hire a licensed operator and for maintenance costs. In addition, due to the current backlog in new well construction, construction companies estimate that it could take up to six (6) months to complete the well construction, which is likely to reduce the number of days the facility could operate this year.

Option #3: City water service connection. R.A.M. Farms is requesting a one (1") water service line from the City. The cost to provide this connection is $17,548.06. The cost of a connection to the City water system was prepared by the City Engineering Division and is provided in Attachment #3. Once connected, R.A.M. Farms would pay City water fees based on their usage. The location of the connection is shown in Attachment #4.

One option that is not discussed in R.A.M. Farms' letter is the reduction of the operating period to fifty-nine (59) days per year. Condition #33 of the County's permit allows DER to waive the public water system requirement in this case. In verbal conversations with R.A.M. Farms representatives, this option would result in reducing the operating period to either the Halloween season or Christmas season,

but not both. Reducing the operating period would not allow R.A.M. Farms to operate the full amount of time that is authorized under the County staff approval permit.

Based on these considerations, R.A.M. Farms is requesting support from the City for Option #3. However, in order for the City to provide this service, LAFCO must approve the out of boundary service request. The LAFCO application requires that the City certify the application as providing true and factual information. The City must also have provide a draft agreement that establishes the conditions under which City water service would be provided to the applicant. A copy of the draft application is provided in Attachment #5 and the draft agreement is provided in Attachment #6.

CITY POLICIES

The decision before the City Council is whether or not to provide City water service to R.A.M. Farms to allow them to comply with the County's permit conditions and what conditions to require in the agreement with R.A.M. Farms to provide that service. The General Plan does not specifically address this issue. The General Plan is based on the assumption that territory outside the City Limits would be annexed as larger master plan areas before services are extended. Turlock Municipal Code Section 6-5-115 allows the City Council to approve a request to extend a water main service outside the City upon approval of an agreement between the property owner and the City that provides the basis upon which such lines will be constructed and financed. Although this is not a request for the extension of a water main, this Code section implies that the City Council may consider a service extension request outside its jurisdictional boundary upon approval of an agreement.

The City has approved such service requests from private property owners in the past including Larsa Banquet Hall (originally approved as the Mar Addai Church) in May 2003 and Associated Feed (approved in August 2013). The Mar Addai Church is located within the Sphere of Influence of the City while Associated Feed is not. In the case of Mar Addai Church, the property is located immediately adjacent to the sewer trunk line serving Denair and the City supported the service request in anticipation of the future annexation of the territory by simultaneously initiating a master planning effort. Although that master planning effort failed, the service extension was provided to the church. Associated Feed, located outside the City's Sphere of Influence, was required to meet the higher standard required by Government Code 56133(c). This section of the Government Code allows LAFCO to approve such requests only when responding to an existing or impending threat to the public's health or safety. The property must already be developed and no future expansion of service is permitted without approval from LAFCO.

The City Council has authorized broader authority to staff to provide water connections to individual homeowners. In August 2014, the City Council granted broad authority to the Municipal Services Department to provide water service to owners of residential properties outside the City Limits under "emergency situations or exceptional cases, such as well failure, where the public health and safety is jeopardized". Such requests are processed by LAFCO under Government Code Section 56133(b)(within the Sphere of Influence) or 56133(c)(outside the Sphere of Influence). A model agreement, similar to the one proposed in this agenda item, was approved by the City Council for use in these cases. These requests are submitted to LAFCO for approval and are typically approved "over the counter" by the Stanislaus LAFCO Executive Director where the service extension is proposed to remedy a clear health and safety concern for existing development. Five such requests have been processed by the Municipal Services Department since the agreement was approved in 2014.

For the R.A.M. Farms application, the Stanislaus LAFCO Executive Officer has determined that the request needs to be submitted to the Commission for approval. As such, LAFCO will be evaluating the proposal using the criteria adopted in their policies and procedures manual (described under the section above, "Role of the Stanislaus Local Agency Formation Commission" above). Staff believes that the request meets these criteria. The request will serve a small portion of a larger parcel and annexation of the entire parcel would be inappropriate based upon the City's policy to plan for growth in phases and discrete master plan areas. This property is located in Southeast Master Plan 2 but the City does not intend to begin development of a master plan until seventy (70%) percent of the building permits in the Northeast Turlock, East Tuolumne and Morgan Ranch master plan areas are issued. The request is also justified on the basis that it is consistent with an approved Stanislaus County land use entitlement that the City is on record as supporting (see discussion above under "Project History"). The County of Stanislaus has provided a letter stating the uses conducted on the site are consistent with the County's land use entitlement and a public water system is required under the permit conditions (see Attachment #7). Finally, while the request does not constitute an "emergency", the public water system requirement must be met to ensure that safe drinking water is provided to R.A.M. Farms' customers throughout its approved operating period.

In making its decision, the City Council should be aware that City staff has received complaints over the years about the operation - questions have been raised as to the operator's record of compliance with the conditions of the County permits and concerns have been expressed that the County is not enforcing the permit conditions. Regardless of the validity of these complaints, the permit is in place and any enforcement action is the responsibility of the County. In the past, the City has not used out of boundary service agreements as a code enforcement tool. Staff is recommending that the City continue this practice and limit the decision on whether or not to provide a water service connection to R.A.M. Farms.

Another consideration is the City's future plan for development of this area. R.A.M. Farms is located on a property that is included within the boundary of Southeast Master Plan 2. Annexation of the area will probably not occur for more than a decade. The conceptual plan for Southeast Master Plan 2 envisions high density residential development for the property, not commercial development. While the City has supported past permit applications due to the temporary, seasonal nature of R.A.M. Farms and its connection to agricultural production, providing a permanent water service connection could be viewed by the operation's complainants as a step toward making it a more permanent use for the property that could potentially conflict with the land use designations and transportation improvements in the General Plan.

THE AGREEMENT

The City Council has great flexibility and control over the content of out of boundary service agreement. LAFCO's only requirements are that the agreement be recorded and that the agreement contain a condition of approval requiring the landowner (and future landowners) to consent to future annexation of the territory to the City. Through the agreement, the City Council may establish conditions on the type and size of the service connection as well as the type of use that is to be served. For example, the agreement for Associated Feed does not allow for the expansion of the business or the water service without prior approval from the City.

The proposed draft agreement is modeled after the Associated Feed agreement and contains similar language. Condition #22 of the agreement states that City approval is required for "any increase in scale or intensity of its current operation". Furthermore, R.A.M. Farms will be responsible for paying all construction costs, pay water service and usage charges at the metered rate, and pay development impact fees. Condition #12 requires all future development of the site to conform to City ordinances, regulations, and requirements.

The City Council may choose to modify these requirements. Staff is recommending the City Council authorize the extension of water service to the property and approve the agreement as proposed by staff.

3. BASIS FOR RECOMMENDATION:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item pertains to a request for City services outside the City Limit. Such requests are not specifically addressed in the City of Turlock General Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None. The applicant will be responsible to pay the LAFCO application fees and for all work that is to be performed to connect to the City's water system.

Budget Amendment: None.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

The project consists of the extension of a one (1") inch water service line by the City of Turlock to the property located outside its jurisdictional boundary at 716 North Daubenberger Road. The project is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facility), Section 15303 (New Construction or Conversion of Small Structures), and/or Section 15304 (Minor Alterations to Land) of the CEQA Guidelines pursuant to the attached resolution.

7. ALTERNATIVES:

A. The City Council may choose not to approve the agreement. In this case, the applicant will not be able to complete the LAFCO Out of Boundary Service Application and will be required to seek other options to comply with the conditions of the County Staff Approval permit or curtail activities on the site to 59 days or less.

B. The City Council may choose to modify the conditions of the Out of Boundary Service Agreement.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE EXTENSION OF A ONE (1") INCH WATER SERVICE LINE BY THE CITY OF TURLOCK TO THE PROPERTY LOCATED OUTSIDE ITS JURISDICTIONAL BOUNDARY AT 716 NORTH DAUBENBERGER ROAD TO PROVIDE POTABLE WATER FOR R.A.M. FARMS, INC., IS EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301 (EXISTING FACILITY), SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES), AND/OR SECTION 15304 (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

WHEREAS, R.A.M. Farms is located at 716 North Daubenberger Road (Stanislaus County Assessor's Parcel Number 051-005-002) which is located outside the City of Turlock's jurisdictional boundary but within its LAFCO-approved Sphere of Influence; and

WHEREAS, R.A.M. Farms operates a seasonal pumpkin patch, Christmas tree lot, and ice rink with additional ancillary services authorized under Stanislaus County PLN 2015-0046 which authorizes R.A.M. Farms to operate more than fifty-nine (59) days out of the year; and

WHEREAS, Condition #31 of Stanislaus County PLN 2015-0046 requires R.A.M. Farms to develop a Public Water System in accordance with Section 116275(h) of the California Health and Safety Code if the operations serve more than twenty-five (25) individuals for more than fifty-nine (59) days out of the year; and

WHEREAS, on July 20, 2016, R.A.M. Farms submitted a request to the City of Turlock to provide a one (1") inch water service line connection to the subject property to satisfy the County's permit condition to develop a Public Water System; and

WHEREAS, the Stanislaus Local Agency Formation Commission (LAFCO) must approve any extension of City services to a property located outside its jurisdictional boundary; and

WHEREAS, the application to LAFCO for the out of boundary service extension requires certification by the City of Turlock and the submittal of a draft agreement between the City of Turlock and the property owner establishing the conditions under which the service is to be provided; and

WHEREAS, the extension of the water service line constitutes a "project" as defined by the California Environmental Quality Act (CEQA) as it involves the exercise of discretionary powers by the City of Turlock to provide a water service connection and the water service connection would result in a physical change in the environment; and

WHEREAS, pursuant to Section 21084 of the California Public Resources Code, the CEQA Guidelines lists the classes of projects which have been determined not to have a significant effect on the environment and are therefore exempt from the provisions of CEQA; and

WHEREAS, Section 15301 (Existing Facilities) of the CEQA Guidelines exempts projects consisting of minor alterations of existing public or private structures involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and

WHEREAS, Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines exempts projects such as water mains of a reasonable length to serve small structures; and

WHEREAS, Section 15304 (Minor Alterations to Land) of the CEQA Guidelines exempts projects that consist of minor public or private alterations in the condition of land, water, and/or vegetation such as minor trenching and backfilling where the surface is restored; and

WHEREAS, the extension of a City of Turlock water service line to the subject property serves the existing approved use of the property and involves no expansion of the use beyond that existing at this time; and

WHEREAS, the extension of a City of Turlock water service line is a small water service structure of reasonable length to serve only the existing use of the property; and

WHEREAS, the extension of a City of Turlock water service line is a minor alteration of the condition of the land involving minor trenching and backfilling where the surface is to be restored; and

WHEREAS, the City Council of the City of Turlock considered the evidence contained within this staff report and the public testimony in making this CEQA determination and rendering its decision on the project at a properly noticed meeting held on August 9, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the extension of a one (1") inch water service line by the City of Turlock to the property located outside its jurisdictional boundary at 716 North Daubenberger Road to provide potable water for R.A.M. Farms, Inc., is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facility), Section 15303 (New Construction or Conversion of Small Structures), and/or Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

Stanislaus County
Striving to be the Best

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

October 2, 2015

Ron & Karen Macedo
R.A.M. Farms Inc.
4424 Silva Road
Turlock, CA 95380

SUBJECT: Staff Approval Application PLN2015-0046 – R.A.M. Farms

Dear Mr. & Mrs. Macedo,

This letter is in response to your application for a Staff Approval Permit requesting to amend previously issued Use Permit No. PLN2013-0032 and Staff Approval Permit (SAA PLN2014-0041). Your current request proposing to extend the length of the operational seasons of both fall and winter season along with a request to increase the winter hours of operation from 8:00 p.m. to 10:00 p.m. on weeknights is hereby approved through the attached Staff Approval Permit and associated conditions of approval.

County Planning Staff's decision and/or all conditions attached hereto may be appealed to the Planning Commission, in writing, within 10 days from the date of the issuance of this Permit. The appeal letter must be addressed to the Planning Commission, and must state reasons why the appeal should be granted. If you wish to appeal the staff's decision, a filing fee of $628.00, payable to Stanislaus County Planning & Community Development, should be delivered to the Planning Department, along with a copy of this letter. The appeal period expires **October 12, 2015.**

Please feel free to contact me at galvezm@stancounty.com if you have any questions or concerns.

Sincerely,

Miguel A. Galvez,
Planning Division Manager

Attachment.

CC: Angela Freitas, Director, Planning and Community Development Department
Thomas Boze, Assistant County Counsel
Albert Warda, Property Owner

Stanislaus County
Striving to be the Best

FOR OFFICE PURPOSES ONLY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

S 13 T 5 R 10
APP.No.SAAPLN2015-0046

STAFF APPROVAL

(IF NOT USED IN 18 MONTHS THIS PERMIT SHALL BE VOID - SEC. 21.104.030)

GENERAL PLAN: Agriculture ZONE: A-2-40 DATE: October 2, 2015

1. NAME AND ADDRESS: (a) Ron & Karen Macedo, R.A.M. Farms Inc.
(Name of Person or Firm)
(b) 4424 Silva Rd. (Address) (c) Turlock, CA 95380 (City, Zip) (d) 209-668-2425 (Phone)

2. TYPE OF PROPERTY USE: Request to amend Use Permit No. PLN2013-0046 – R.A.M. Farms Inc. by: (1) increasing the length of the fall season by up to four days; (2) increasing the length of the winter season by up to six days; and (3) allow an increase in winter hours of operation from 8:00 p.m. to 10:00 p.m. on weeknights.

3. LOCATION OF USE: 716 N. Daubenberger Rd. Turlock, CA 95380
(Street Address - Local Name of Street, Road or Highway)

4. ASSESSOR'S PARCEL NUMBER AND ACREAGE: 051-005-002, 21± acres

5. THIS PERMIT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

(SEE ATTACHED)

FAILURE TO PERFORM ANY OF THE STATED CONDITIONS HEREON SHALL CONSTITUTE GROUNDS FOR REVOCATION OF THIS PERMIT.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I HAVE READ THE ABOVE CONDITIONS AND WILL COMPLY WITH SAME IN ALL RESPECTS.

Signature of Property Owner

Signature of Applicant

Signature of Person Issuing Permit

Date

CONDITIONS OF APPROVAL

STAFF APPROVAL APPLICATION NO. PLN2015-0046
R.A.M. FARMS, INC.

Department of Planning and Community Development

1. Use(s) shall be conducted as authorized by the conditions of approval of this permit, superseding the previous Staff Approval and Use Permit conditions of approval, including support information and the plot plan and in accordance with other laws and ordinances. Where any discrepancy between the support information and conditions of approval from previous permits may exist, the project shall comply with limits set by the Planning Commission.

2. Hours and days of operation, unless otherwise limited by another condition of approval, shall be as follows:

   Fall seasonal activities shall be allowed to operate between the last Friday of September through October 31st, or through the first Sunday of November when Halloween falls on a Thursday, Friday, or Saturday. Winter seasonal activities shall be allowed to operate between the Friday before Thanksgiving through Martin Luther King Day subject to the following public hours:

Fall Hours		**Winter Hours**	
Monday	8:30 a.m. - 9:00 p.m.*	Monday	10:00 a.m. - 10:00 p.m.
Tuesday	8:30 a.m. - 9:00 p.m.*	Tuesday	10:00 a.m. - 10:00 p.m.
Wednesday	8:30 a.m. - 9:00 p.m.*	Wednesday	10:00 a.m. - 10:00 p.m.
Thursday	8:30 a.m. - 9:00 p.m.*	Thursday	10:00 a.m. - 10:00 p.m.
Friday	8:30 a.m. - 10:00 p.m.	Friday	10:00 a.m. - 10:00 p.m.
Saturday	10:00 a.m. - 10:00 p.m.	Saturday	10:00 a.m. - 10:00 p.m.**
Sunday	10:00 a.m. - 8:30 p.m.	Sunday	10:00 a.m. - 10:00 p.m.**

* Corn maze operations may be conducted until 10:00 p.m., October 18th through October 31st.

** Stick and puck hockey shall be allowed on the ice rink from 8:00 a.m. to 9:45 a.m. on Saturdays and Sundays; however, no music and or other amplified sound shall be permitted during this time.

Only staff shall be allowed on-site outside of the public hours.

Additional hours of operation may include the following invitation-only events:

a. Two events, the evenings before the opening of the fall and winter seasons, shall be allowed between the hours of 5:00 p.m. and 10:00 p.m. with a maximum of 100 persons, including staff, permitted on-site.

b. Operations on New Year's Eve shall be allowed until 1:00 a.m. with a maximum of 75 persons, including staff, permitted on-site outside of the regular public hours identified above.

3. The number of skaters shall be limited to no more than 230 skaters per session and no more than 40 skaters during stick and puck hockey sessions.

4. The applicant/operator/owner is required to defend, indemnify, or hold harmless the County, its officers, and employees from any claim, action, or proceedings against the County to set aside the approval of the project which is brought within the applicable statute of limitations. The County shall promptly notify the applicant of any claim, action, or proceeding to set aside the approval and shall cooperate fully in the defense.

5. All exterior lighting shall be designed (aimed down and toward the site) to provide adequate illumination without a glare effect. This shall include, but not be limited to, the use of shielded light fixtures to prevent sky glow (light spilling into the night sky) and the installation of shielded fixtures to prevent light trespass (glare and spill light that shines onto neighboring properties).

6. Should any archeological or human remains, significant or potentially unique, be found, all development activities in the area shall cease until the find can be evaluated by a qualified archeologist. (Public Resources Code Section 5097.98, California Government Code Section 27491, and Health & Safety Code Section 7050.5 provide for provisions for inadvertent discovery of human remains and mandate the processes to be followed in the event of a discovery of human remains in a project location other than a 'dedicated cemetery'.) Construction activities shall not resume in the area until an on-site archeological mitigation program has been approved by a qualified archeologist. If the find is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resource shall be formulated and implemented. The Central California Information Center shall be notified if the find is deemed historically or culturally significant.

7. Pursuant to Section 404 of the Clean Water Act, prior to construction, the developer shall be responsible for contacting the US Army Corps of Engineers to determine if any "wetlands," "waters of the United States," or other areas under the jurisdiction of the Corps of Engineers are present on the project site, and shall be responsible for obtaining all appropriate permits or authorizations from the Corps, including all necessary water quality certifications, if necessary.

8. Applicant/operator shall pay all Public Facilities Impact Fees and Fire Facilities Fees as adopted by Resolution of the Board of Supervisors. The fees shall be payable at the time of issuance of a building permit for any construction in the development project and shall be based on the rates in effect at the time of building permit issuance.

9. A sign plan for all proposed on-site signs indicating the location, height, and area of the sign(s) shall be approved by the Planning Director or appointed designee(s) prior to installation.

10. Pursuant to Sections 1600 and 1603 of the California Fish and Game Code, prior to construction, the developer shall be responsible for contacting the California Department of Fish and Wildlife (formerly the Department of Fish and Game) and shall be responsible for obtaining all appropriate stream-bed alteration agreements, permits, or authorizations, if necessary.

11. The Department of Planning and Community Development shall record a Notice of Administrative Conditions and Restrictions with the County Recorder's Office within 30 days of any permit approval. The Notice includes: Conditions of Approval/Development Standards and Schedule; any adopted Mitigation Measures; and a project area map.

12. Pursuant to State Water Resources Control Board Order 99-08-DWQ and National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, prior to construction, the applicant/operator shall be responsible for contacting the California Regional Water Quality Control Board to determine if a "Notice of Intent" is necessary, and shall prepare all appropriate documentation, including a Storm Water Pollution Prevention Plan (SWPPP). Once complete, and prior to construction, a copy of the SWPPP shall be submitted to the Stanislaus County Department of Public Works.

13. Pursuant to the federal and state Endangered Species Acts, prior to construction, the applicant/operator shall be responsible for contacting the US Fish and Wildlife Service and California Department of Fish and Wildlife (formerly the Department of Fish and Game) to determine if any special status plant or animal species are present on the project site, and shall be responsible for obtaining all appropriate permits or authorizations from these agencies, if necessary.

14. The applicant/operator shall distribute by mail to the surrounding neighbors a 24-hour contact number to be used to report any concerns associated with the operation. The distribution shall include all properties notified by the County during the review of this permit, the County Planning Department and the City of Turlock Planning Department. During hours of operation, the number shall direct the caller to a live attendant. The applicant/operator shall maintain a log of all concerns received and efforts made to respond to the concerns. The log shall be maintained by the applicant/operator for at least one year and shall be provided to the County upon request. The distribution of the contact number shall occur each year by 15 days prior to the beginning of the fall operating season. For the 2015 season, the distribution shall occur by October 3, 2015.

15. As restricted by the Conditions of Approval of this permit, no amplified sound, including a public address systems, shall be utilized as part of the operation. No music or amplified sound shall be allowed during stick and puck hockey sessions.

16. Each year, prior to the opening of the fall or winter seasons, the applicant shall schedule an acoustic analysis to be conducted by a licensed acoustic specialist to verify that the use, and any associated activities, will not violate the City of Turlock's Noise Ordinance. The scope of the acoustical analysis, including the time and place of noise measurements, shall be approved by the County Planning Department, in consultation with the City of Turlock's Planning Department. The Noise Standards and procedures shall be based on the City of Turlock Noise Ordinance and recommendations made by the acoustic analyst shall be implemented within one of week of the analysis being submitted and accepted by the County Planning Department. For the 2015 season, the acoustical analysis shall be scheduled and conducted by November 1st.

The requirement of obtaining a licensed acoustic analysis may be waived, beginning in 2016, if the operations, include sound system and any other noise generating equipment are set up exactly the same; including incorporation of all mitigation measures identified an approved acoustical analysis have been incorporated. If the County or the City of Turlock receive any verified noise-related complaints or if the set-up of operations is modified, a licensed acoustic specialist will be required to conduct a subsequent acoustic analysis and provide appropriate noise mitigation measures. The applicant shall be responsible for continuous monitoring and adjustment of sound levels to meet the City's standards for single-family residential use and keep ambient noise levels in compliance with the City's Noise Ordinance.

The applicant/operator shall be responsible for all costs related to the preparation and implementation of the acoustical analysis and any staff costs associated with field inspections needed to verify implementation of noise mitigation measures. Staff costs shall be calculated at the County's weighted labor rate.

17. This permit may be subject to annual review by Stanislaus County and, if necessary, amendments to operational limits; and the permit may be subsequently brought to the Planning Commission at the discretion of the Planning Director, as necessary, to address nuisance concerns.

18. The applicant/operator shall install a sound barrier around the ice rink refrigeration equipment to reduce noise prior to any use of the refrigeration equipment. The sound barrier shall be modified as necessary to comply with any mitigation measures identified in an acoustical analysis.

19. Facility set-up, including placing of temporary structures, trailers, lighting, display areas, and parking lot shall not commence until 30 days prior to opening day of the fall season and shall be removed within 21 days of the closing date of the winter season, except the red storage building, wood shed, ticket booth and two storage containers may remain on-site for storage provided they do not displace agricultural operations and are maintained in a clean and orderly fashion.

20. A parking management plan shall be submitted to County Public Works prior to the last weekend of August before each operating season. An inspection shall be conducted by County staff at least 15 days prior to operation to ensure conditions of approval have been met and an additional inspection within 21 days of the close of the operating season to ensure that all items related to the seasonal operation have been removed. The cost of staff inspections shall be borne by the applicant/operator with cost calculated at the County's weighted labor rate.

Department of Public Works

21. Public Works shall approve the location and width of any driveway approaches on N. Daubenberger Road. Asphalt driveways shall be installed from the edge of pavement to the property line, minimum, for the driveways on N. Daubenberger Road. Driveways shall be installed, as approved by Public Works, prior to opening day of the fall season.

22. An encroachment permit shall be taken out before any work is done in the road right-of-way for N. Daubenberger Road.

23. A grading and drainage plan for the project site shall be submitted before the next building permit for the site is issued. Public Works will review and approve the drainage calculations. The grading and drainage plan shall include the following information:

    - The plan shall contain enough information to verify that all runoff will be kept from going onto adjacent properties and Stanislaus County road right-of-way.
    - The grading and drainage plan shall comply with the current Stanislaus County National Pollutant Discharge Elimination System (NPDES) General Permit and Stanislaus County's MSF Phase 2 Storm Water Management Program.
    - The grading, drainage, and associated work shall be accepted by Stanislaus County Public Works prior to a final inspection or occupancy, as required by any building permit.

    The applicant of the building permit shall pay the current Stanislaus County Public Works weighted labor rate for the plan review of the building and/or grading plan. The applicant of the building permit shall pay the current Stanislaus County Public Works weighted labor rate for all on-site inspections. The Public Works inspector shall be contacted 48 hours prior to the commencement of any grading or drainage work on-site.

24. Tracking of on-site material from the site onto the street shall be minimized by the use of Best Management Practices approved by Public Works. This may be done by use of nut shells, rock, or other approved methods, wherever vehicular traffic will travel on-site. The applicant shall monitor the tracking on N. Daubenberger and shall keep the road swept until adequate changes or amendments in their Best Management Practices to minimize tracking are implemented.

25. Each year prior to operation, pictures of the project sites edge of pavement shall be taken by the applicant/operator for comparison purposes. If any visible damage is present, the applicant/operator shall repair the damage to meet or exceed the existing conditions. The pictures of the edge of pavement shall concentrate on any area seeing traffic crossing the edge of pavement into or out of the project site. The applicant/operator shall submit the pictures to Public Works one week prior to opening day of the fall season and within one week of closing day of the winter season.

26. Both the overflow parking and primary parking areas, as reflected on the site plan submitted with this permit, shall utilize the same striping and surface treatment. The overflow parking shall be available for use once the regular parking reaches approximately 75% capacity.

27. Dust control measures, as approved by Public Works Department, shall be implemented during all seasonal activities.

28. The applicant/operator shall work with City and County Public Works in implementing traffic calming measures that are appropriate for N. Daubenberger Road during their operating seasons. The applicant/operator shall implement traffic calming measures as requested by Public Works Departments.

Building Permits Division

29. Building permits are required, including for temporary buildings and/or structures, and shall be obtained each year prior to opening day of the fall or winter seasons, depending on when the building and/or structure will be utilized. Building permits shall be finaled, prior to the use of any building and/or structure requiring a permit.

Stanislaus County Fire Warden's Office

30. Submit a detailed site plan to scale for each activity to the Stanislaus County Fire Warden's Office for approval prior to any activity. The site plan shall:

- Show the area of each activity;
- Show the occupant load per the California Building Code;
- Show all exits and describe the exit door, gate, or other barrier as well as any locking devices;
- Show the location of all fire extinguishers;
- Describe how the hay bales will be flame retardant treated;
- Show required emergency vehicle access;
- Show the required on-site fire protection water supply.

Department of Environmental Resources

31. Pursuant to Section 116275 (h) of the California Health and Safety Code, public water system means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year. If operations are to exceed 59 days out of the year, contact DER no later than December 10, 2015, with a time schedule for development of a Public Water System.

32. Bacteriological testing of the water supply shall be performed within 30 days prior to operation of the fall season and 30 days prior to operation of the winter season. Water shall be tested by an approved laboratory and results submitted to DER for review.

33. Alternatively, the condition of approval requiring a public water system may be waived by Department of Environmental Resources and the condition of approval requiring testing may be reduced to one bacteriological test of the water supply prior to the operating season if the operation does not exceed 59 days per year.

34. The applicant shall contact the Department of Environmental Resources regarding appropriate permitting requirements for hazardous materials and/or wastes. Applicant and/or occupants handling hazardous materials or generating hazardous wastes must notify the Department of Environmental Resources relative to the following: Calif. H&S, Division 20)

A. Requirements for registering as a handler of hazardous materials in the County.
B. Submittal of hazardous materials Business Plans by handlers of materials in excess of 55 gallons or 500 pounds of hazardous material or of 200 cubic feet of compressed gas.

C. The handling of acutely hazardous materials may require the preparation of a Risk Management Prevention Program which must be implemented prior to operation of the facility. The list of acutely hazardous materials can be found in SARA, Title III, Section § 302.
D. Generators of hazardous waste must notify the Department relative to the: (1) quantities of waste generated; (2) plans for reducing wastes generated; and (3) proposed waste disposal practices.
E. Permits for the treatment of hazardous waste on-site will be required from the hazardous materials division.

35. Any permitted food vendor shall have approval from the Department of Environmental Resources prior to the sale of any food.

Turlock Irrigation District

36. The applicant/operator must apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at developer's expense.

City of Turlock

37. Retail sales shall be limited to: agricultural produce grown on-site, or on other properties owned by the applicant/operator, such as pumpkins; Christmas trees; and wreaths made from Christmas trees.

38. No expansion of the use, hours, or buildings beyond those allowed by the conditions of this permit shall be permitted without first obtaining approval of a permit from the County of Stanislaus that is reviewed by the City of Turlock.

39. Any portion of the site, including the produce stand, the Hay Maze, the Corn Maze, Ice Skating Rink, the Christmas Tree Lot, and the Pumpkin Patch without adequate lighting shall cease operation at dusk. The parking lot shall remain lit if any portion of the site is operating after dusk.

40. All proposed buildings, parking lot requirements, and uses shall be setback an adequate distance as to not interfere with the future expansion of N. Daubenberger Road in accordance with the Turlock General Plan. The parking lot shall be constructed to meet all required setbacks for N. Daubenberger Road. The City requests that the County provide the City Engineering and Planning Divisions the opportunity to review and approve building, grading, and encroachment permit plans, including the parking lot improvement plans, for conformance with this provision and City standards prior to the issuance of a permit by the County.

41. Fire extinguishers with a minimum rating of 2-A: 10-B: C shall be provided such that no point in the building is further than 75-foot travel distance to an extinguisher. Extinguishers shall be mounted on the wall, in cabinets, and/or on a stationary fixture, such that the top of the extinguisher is no more than four (4') feet above floor level.

42. A 24-foot fire access lane constructed in accordance with the State Fire Code and the Turlock Municipal Code shall be required if the ice skating rink is located greater than 150 feet from the paved roadway surface. Building and/or improvements plans shall be submitted to the City of Turlock Fire Department for review and approval prior to the issuance of a permit by the County of Stanislaus.

43. The applicant/operator shall ensure that trash receptacles are placed throughout the site and that provisions are made for the collection and removal of waste from the site.

44. The property shall be maintained free of litter. Litter shall not be allowed to leave the premises. Hay bales shall be removed after the seasonal activities within two weeks of the end of the operating period for the use.

45. Horse drawn carriages, horse rides, and other such attractions shall be operated on the site only and shall not be allowed in the public right-of-way.

46. No live entertainment shall be permitted.

47. No alcohol shall be sold or served on the site.

48. All uses, construction, installation, and operation activities shall comply with the City of Turlock Noise Ordinance.

49. At least one security guard or security officer shall be provided on weekends during the operation of the facility. Security guards must be licensed through the State of California Department of Consumer Affairs Bureau of Security and Investigative Services.

50. No permanent signs shall be erected for the permitted use.

51. The applicant shall coordinate with the County to prepare and implement a parking management plan to ensure that vehicles park in designated spaces on the property. The initial parking management plan shall be reviewed and approved by both the City of Turlock and the County of Stanislaus prior to beginning operations each year. The parking management plan shall provide for at least one parking attendant to monitor traffic during the hours of operation and redirect traffic away from the adjacent residential neighborhood within the City of Turlock and to the designated parking area on-site. Parking entrances and exits shall have visible directional signs with night lighting. The lighting shall be directed onto the signs so as not to cause a visual impact on adjacent residences. The applicant shall work with the County and the City to address any specific parking and/or traffic-related issues that arise on an ongoing basis. The specific requirements of the parking management plan may change over time in response to the parking demand generated by the project and the background traffic levels in the area.

52. Before beginning operations each year, both the primary parking area (marked spaces) and the overflow parking lots shall be improved for use in accordance with the conditions of approval, the approved site plan, and as directed by the County of Stanislaus.

53. A parking management plan shall be submitted to County Public Works prior to the last weekend of August before each operating season. An inspection shall be conducted by County staff at least 15 days prior to operation to ensure conditions of approval have been met and an additional inspection within 21 days of the close of the operating season to ensure that all items related to the seasonal operation have been removed. The cost of staff inspections shall be borne by the applicant/operator with cost calculated at the County's weighted labor rate.

MITIGATION MEASURES

(Pursuant to California Public Resources Code 15074.1: Prior to deleting and substituting for a mitigation measure, the lead agency shall do both of the following: 1) Hold a public hearing to consider the project; and 2) Adopt a written finding that the new measure is equivalent or more effective in mitigating or avoiding potential significant effects and that it in itself will not cause any potentially significant effect on the environment.)

54. Low-volume seasonal background music may be provided for the ice skating rink area only provided that the sound does not exceed the City's Noise Ordinance standards for residential uses measured at the subject property line. No other amplified sound or music shall be permitted. No music shall be played between the hours of 10:00 p.m. and 8:00 a.m. on any day of the week. Upon notice of a noise violation, the source of the noise shall cease immediately.

55. The parking lot shall be constructed to accommodate all of the parking generated by the seasonal activities as well as the year-round produce stand. In the event that parking demand exceeds the parking initially required by the permit, the applicant/operator shall construct additional on-site parking. The applicant/operator shall post signs in prominent locations on the property stating that parking shall not occur in the residential neighborhood on the west side of N. Daubenberger Road.

****

Please note: If Conditions of Approval/Development Standards are amended by the Planning Commission or Board of Supervisors, such amendments will be noted in the upper right-hand corner of the Conditions of Approval/Development Standards; new wording is in ***bold****, and deleted wording will have a ~~line through it.~~*

R.A.M. Farms Inc.
4424 Silva Road Turlock, California 95380 • 209-668-2425 • contact@ramfarms.com

July 20, 2016

Debbie Whitmore,
City of Turlock, Planning Department
156 S. Broadway,
Turlock, CA 95380

We would like to connect the property at 716 N. Daubenberger Drive in Turlock to the city of Turlock's water system. This site is home to both the RAM Farms Pumpkin Patch/Corn Maze and Fields of Ice, Turlock's ice skating rink.

Background
On September 14, 2015, a Stanislaus County Staff Approval Permit (PLN2015-0046) updated some of the conditions for our use permit. Condition 31 from the Department of Environmental Resources (DER) stated:

> *Pursuant to Section 116275(h) of the California Health and Safety Code, public water system means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year. If operations are to exceed 59 days out of the year, contact DER no later than December 10, 2015 with a time schedule for development of a Public Water System.*

We operate 90 days and serve more than 25 people, so we began working with the DER to develop a public water system for the health and safety of our staff and customers.

Options
In conjunction with the DER, we identified three options for meeting the public water system requirement.

1. Upgrade the well that is on the property to meet the standards.

   Unfortunately this simplest solution is not viable. Our current well is old and it cannot be adapted to meet the requirements of today's standards because of an outdated seal and poor water quality (See attached water quality report.)

R.A.M. Farms Inc.
4424 Silva Road Turlock, California 95380 • 209-668-2425 • contact@ramfarms.com

2. Install a new well and pump with a wellhead treatment facility, and maintain a management plan.

   A new well is cost prohibitive for a business that will only use it 90 days out of the year. Our business does not generate enough revenue to make that feasible. The well is estimated at $25,178.00, the pump is estimated at $62,211.74. The new well and pump would also have to be monitored, maintained, and tested regularly to meet the public water standards throughout the entire year for our limited operation. The annual cost is estimated at $800-$1000 per year usage, for electricity for three months, plus monthly meter charges. Maintenance will be determined by the system and a CA Licensed Drinking Water Treatment Operator would have to be hired to oversee the system at an additional cost. In addition, new well construction in our area is backlogged and well construction companies are estimating it would 6 months for completion. These time constraints make this a difficult option for this year's operating season.

3. Tap into a local, approved public water source.

   At this time, there is City of Turlock water available across the street from our location. Tapping into this water source would be the most safe, economical, timely, and healthy way to provide water to our patrons and staff.

In the past, the city of Turlock has allowed access to water for properties outside the City limits in emergency situations, in cases where public health and safety is jeopardized, and in areas that are planned for future city development. Our request meets both the health and safety requirement and also is an area that is in the master plan for future development. We are requesting that city allow us to tap into its public water system, which is 60 feet away from our operation, in order to be in compliance with the DER.

Thank you for your consideration.

Ron Macedo
CEO/President
RAM Farms, Inc.

From: Yaginya <Yaginya@denelelabs.com>
Date: July 20, 2016 at 11:56:42 AM PDT
To: <rmac100@aol.com>, <mmac1001@aol.com>
Subject: Water Potability Results

Hi:

I am writing in reference to results for sample ID#788351A (Address: 716 Daubenberger well) submitted to our lab on 07/19/2016.

According to California Health and Safety Code of Regulation, Sec. 64819, as Laboratory performing analysis for Safe Drinking Water, we are required to notify you that

Your test results for Nitrate (12.1 ppm) exceeded maximum level of allowed Nitrate in drinking water (Total Nitrate results of <45 mg/L Nitrate as N < 10 mg/L).

Thank you for your consideration. If you have any questions or concerns, don't hesitate to let me know.

Best regards

--

Yaginya Baghdasarian

Laboratory QA/QC Officer
Denele Analytical Inc.
1232 South Ave.
Turlock, CA 95380

Denele Analytical, Inc.

1232 South Ave. Turlock, CA 95380
Phone (209) 634-9055 - Fax (209) 634-9057

www.denelelabs.com

Sample Analysis Report

Customer
Ron Macedo*
4424 Silva Road
Turlock, CA 95380

Grower
Ron Macedo*
4424 Silva Road
Turlock, CA 95380

PURCHASE ORDER: N/A
RECEIVED DATE: 07/19/2016 9:50 am
SUBMITTED BY: Ron
ANALYZED DATE: 07/19/2016 12:00 am

Water Potability Test (DWP)
SOURCE: Well Water

Sample ID	Lab ID	Analyte	Method Ref	Result	Units
716 Daubenberger Well	788351A	Nitrate Nitrogen (NO3-N)	EPA 300.0	12.1	mg/L
		Total Coliform (SM9223)	SM 9223	5.2	MPN/100ml
		E. Coli (SM9223B)	SM9223B	< 1.0	MPN/100ml

The warranty of Denele Analytical is limited to the accuracy of the analyses of the samples as received. Denele Analytical assumes no responsibility for which the customer uses our test results, nor liability for any other warranties, express or implied. These terms and conditions shall supercede any conflicting terms and conditions submitted on customer purchase orders or other forms submitted for work.

ELAP Certificate No.: 2714

Calwater Drilling Co., Inc.
300 S. Kilroy Rd.
Turlock, CA 95380-9519
License #434218
209/667-7932; FAX 667-1030

Estimate

DATE	ESTIMATE NO.
7/19/2016	4234

NAME / ADDRESS
RON MACEDO *716 N. DAUBENBERGER* *TURLOCK, CA*

REP	Project
JN	TURLOCK

DESCRIPTION	QTY / FT	COST	TOTAL
LOCATION:716 N. DAUBENBERGER RD., TURLOCK			
Drill and case 6" PVC cased public well	*350*	*35.00*	*12,250.00*
Stanislaus Co. permit	*1*	*578.00*	*578.00*
Electric log	*1*	*2,000.00*	*2,000.00*
Develop and extract water samples	*3*	*3,000.00*	*9,000.00*
Bentonite grout seal as required by county	*1*	*950.00*	*950.00*
Air development	*1*	*400.00*	*400.00*
Depth is only an estimate. Actual depth will be determined by strata. ABSOLUTELY NO GUARANTEE CAN OR WILL BE MADE AS TO WATER QUALITY OR QUANTITY.			
Customer's signature at the bottom will suffice as a simple promissory note and agreement to pay the invoice within 30 days of invoice date. Customer also accepts this estimate and disclaimers as shown here.			
IN ORDER FOR YOUR PROJECT TO BE PUT ON THE SCHEDULE, WE MUST RECEIVE THIS ESTIMATE SIGNED BY THE CUSTOMER.			
		TOTAL	*$25,178.00*

This estimate is valid for 30 days.

SIGNATURE _____

Don Pedro Pump
P.O. Box 1038
Hughson, Ca 95326

CUSTOMER
Ron Macedo Turlock, CA. 95380

DATE
7/22/2016

BID / SCOPE

DESCRIPTION	QTY	COST	TOTAL
Fields of Ice - Daubenberger Rd			
We are pleased to offer this recommendation and estimated costs to provide the following:			
1) Installation of 5HP Pump at Existing Well			
2) RO, Tanks and Site Work for Site			
3) Install 100A Electrical Service with Constant PSI System			
1) Installation of 5HP Submersible Pump			
5HP x 230V Pump & Motor	1	3,938.25	3,938.25T
2" x 21' Galv.	1	2,700.00	2,700.00T
#8/ 3 Flat Sub. Cable	1	615.00	615.00T
2" Well Seal	1	252.00	252.00T
AV6 20FE 2" 80 Enviro CK Valve	2	86.45	172.90T
6" Motor Cooling Jacket	1	315.00	315.00T
Splice Kit, Black Heavy Duty, #8 wire	2	6.44	12.88T
4/20 Pressure Transducer	1	216.13	216.13T
Labor & Equip. to Install Pump & VFD	1	2,550.00	2,550.00
Subtotal			10,772.16
2) Tanks & Site Work			
V350 Bladder Tanks - 119g	3	739.20	2,217.60T
2" Manifold with Valves - Galv	1	1,800.00	1,800.00T
2" 80BE Flomatic CK Valve	1	414.00	414.00T
ProMax Reverse Osmios System LP11500 - 7 GPM	1	10,745.90	10,745.90T
Reserve Tank, Fittings and Outlets	2	1,200.00	2,400.00T
Adedge 4 Cu. Ft. Arsenic Removal System	1	5,820.00	5,820.00T
Concrete Pad - 20 x 15 x .5	1	1,800.00	1,800.00T
Concrete Pedestal with Sounding Tubes	1	595.00	595.00T
20 x 15 Site Cover for CDPH Requirment	1	4,900.00	4,900.00T
Labor & Equip. to Install Plumbing, Treatment and Tanks	1	6,500.00	6,500.00
Subtotal			37,192.50

TERMS:	1% 10 Net 30	**TOTAL**

Accepted By_____ Date _____

Don Pedro Pump
P.O. Box 1038
Hughson, Ca 95326

CUSTOMER
Ron Macedo Turlock, CA. 95380

DATE
7/22/2016

BID / SCOPE

DESCRIPTION	QTY	COST	TOTAL
3) Electrical for Pump & Site			
100 Amp x 480/277v - Entrance / Pole / Wiring	1	2,870.00	2,870.00T
Gould SDrive 3A50 Variable Speed Drive Controller	1	2,422.80	2,422.80T
Conduit / Wire/ Fittings	1	350.00	350.00T
DPP Backboard	1	415.00	415.00T
Distribution Center for Filtation Power	1	1,850.00	1,850.00T
Permits & Fees	1	250.00	250.00T
Labor & Equip. to Install Electrical & Test	1	2,500.00	2,500.00
NOTES / EXCLUSIONS			
1) Price excludes water piping to the exisiting system			
2) Pricing does not include cost of well or development			
3) Price includes does not include and TID fees			
4) Pricing does not include operating costs for a CA Lisenced Drinking Water Treatment Operator to oversee the operation of the system.			
Sales Tax for Stan. Co.		7.625%	3,589.28

TERMS:	1% 10 Net 30	TOTAL	$62,211.74

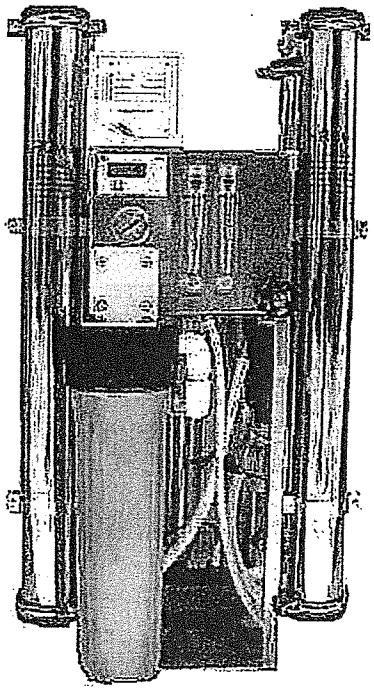
Don Pedro Pump , Inc.
License #745963

Accepted By_____ Date _____

ProMax 11,500 Gallons Per Day Reverse Osmosis System

Standard Features

* 4 NSF Certified Membranes on LP-11500
* Stainless Steel Membrane Housing
* Goulds Multi Stage SS Centrifugal Pump
* TDS Monitor for Product and Feed
* Low Pressure Safety Cut Off
* Product and Drain Flow Meters
* Stainless Steel Drain Valve
* 4.25" x 20" Sediment Pre Filter
* Inlet Solenoid Valve
* SS Operating Pressure Gauge
* Comprehensive Warranty
* Easy to Install and Maintain
* Aluminum Frame
* Control Panel
* Auto Flush



Low Pressure Units are based on 2000 ppm properly pre-treated water at 115 psig operating pressure and 77degree water.

Unit	LP-11500
Membrane size Part #	4 4x40 low pressure PM-4040-BLF
GPD	11500
Production GPM	7.63
Rejection GPM	7.63
Total GPM	15
Recovery	50%
Operating PSI	115
Motor Horse Power	1.5
Volts	115/230
Amps	21.4/10.7
Connection Feed	1"
Connection Product	3/4"
Pump Model	18GBS15FS
Pre-Filter Size	4.25x20
Dimensions WxDxH	26x28x64
Approximate Unit Weight	150 lbs.

Adedge 4 Cu. Ft. Arsenic Removal System, POE-10-1465

Details

Specs

- **Dimensions:** 14"W x 65"H Fiberglass
- **Quantity of AdEdge Media:** 4 Cubic Feet
- **Media Type:** AD33, or other AdEdgeAD series Media
- **Normal Flow Rate:** 8-10 gpm
- **Peak Flow Rate:** 10 gpm
- **Backwash Max Flow Rate:** 10 gpm
- **Backwash Cycles:** Automatic, Preprogrammed
- **Inlet/Outlet:** 1" dia MPT PVC
- **Drain:** 1/2" connection
- **Underbed Material:** Gravel / stone
- **Shipping Weight:** 230 lbs
- **Temperature Range:** 33 F – 100 F

Other Information

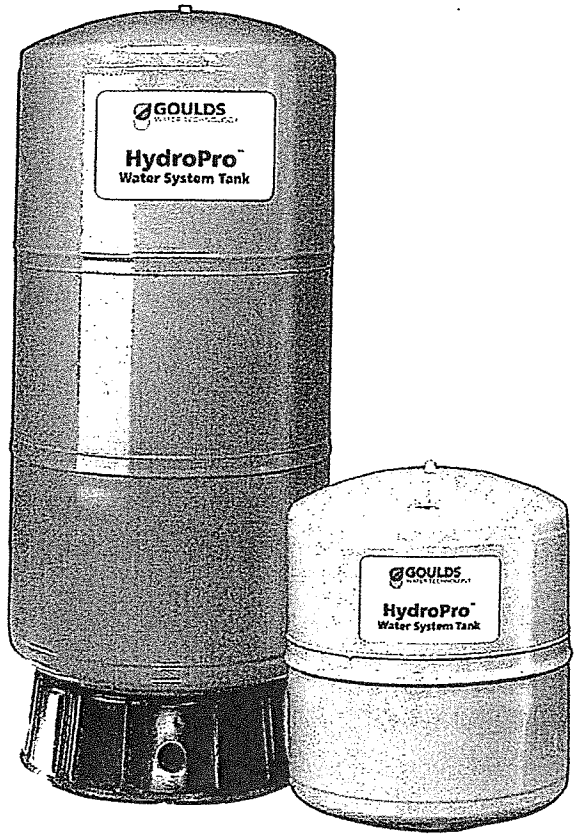
- **Arsenic and heavy metal concentration range:** 5 – 500 ppb
- **Typical treatment goal:** < 10 ppb total arsenic
- **Arsenic types reduced:** As (V) and As (III)
- **Removal efficiency:** 90-99% typical
- **Estimated media life:** Water quality and usage dependent
- **Spent media disposal:** Non-hazardous waste landfill

Recommended incoming water quality for best results:

- **pH range:** 5.5 – 8.5
- **Arsenic:** 5 - 100 ppb
- **Iron:** < 0.5 mg/L
- **Manganese:** < 0.05 mg/L
- **Sulfides:** < 0.1 mg/L
- **Silica:** < 30 mg/L
- **Phosphate:** < 0.5 mg/L
- **Sulfate:** < 100 mg/L
- **Fluoride:** < 1.0 mg/L
- **Hardness:** < 300 mg/L

Additional Information

SKU	POE-10-1465
Model #	POE-10-1465
Manufacturer	AdEdge Technologies
Recommended Use	Arsenic Removal



TECHNICAL BROCHURE
BHYDRO R4

DIAPHRAGM TANKS

HYDROPRO® WATER SYSTEM TANK

GOULDS WATER TECHNOLOGY
a xylem brand

FEATURES

Horizontal Models: Feature a universal jet pump bracket and two (2) bolt-on, corrosion-resistant, high density polypropylene feet for installations with limited headspace, such as under mobile homes.

Deep Drawn Steel Shells: Provide maximum material strength.

Inner Shell: Prevents diaphragm from over-expanding.

Heavy Duty Parabolic Diaphragm: this new diaphragm design has improved diaphragm life by reducing abrasive wear. The diaphragm separates air and water to maintain the tank's air charge. The Butyl rubber diaphragm is an FDA approved material and also meets NSF / ANSI 61 – G standards.

Interior Tank Lining:

- Stand models and V45P feature durable polypropylene liner. Meets FDA requirements.
- Mounted pump models and V6P, V15P, V25P and V25H feature fusion bonded polymeric lining. Meets FDA requirements.

Maximum Working Pressure: 125 psi (except mounted pump models, 100 psi).

Temperature Rating: Maximum 120° F

Stainless Steel System Connection: On all Stand, In-Line, Buried and Horizontal models. Excludes the V6P, V15P and V25P, which are powder coated.

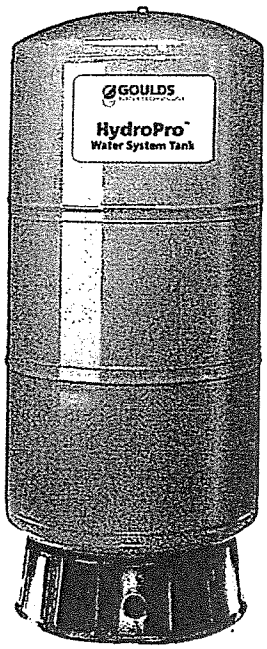
Appliance Appearance Exterior Finish: Blue color, high durability exterior finish of tough, powder coat over a zinc phosphate surface treatment.

Tanks are designed for installation indoors or where they are protected from rain, irrigation overspray, salt air and other corrosive environ-ments. Always protect tanks from freezing.

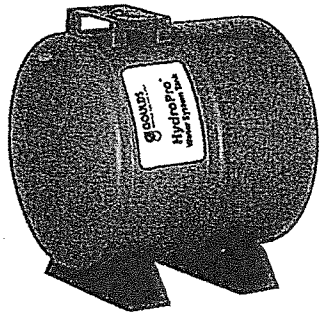
Heavy Duty Base: Made of high density polypropylene on stand models only.

Pre-charge: All tanks charged to 38 PSI.

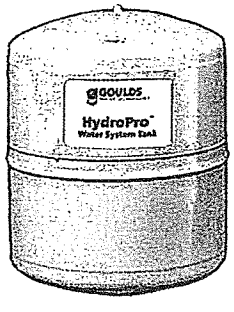
NSF Certified to NSF/ANSI 61-G



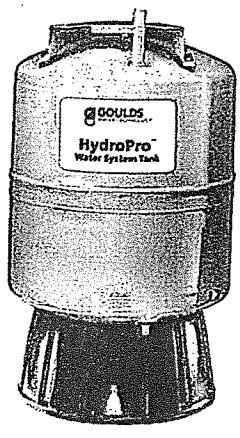
Stand Models
V45 V140
V60 V200
V80 V250
V100 V260
V100S V350



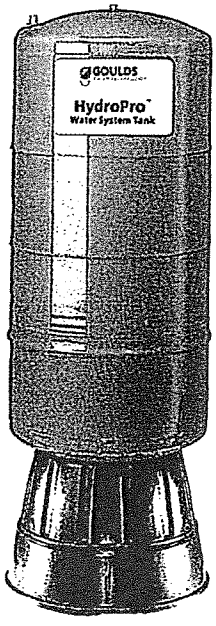
Horizontal Models with Pump Mounting
V25H V45H V60H



In-Line Models
V6P V15P
V25P V45P



Mounted Pump Models
V60MP V60PST
V45MP V45PST



Stand Model
with Base Extension
V80EX

Models	Model No.	Total Volume (Gals.)	Drawdown in Gallons at System Operating Pressure Range of			Maximum Drawdown Vol. (Gals.)	Pre-Charge PSI	System Connection	Dimensions		Shipping Weight	Height From Floor to Center of Base Opening
			20/40 PSIG	30/50 PSIG	40/60 PSIG				Diameter	Height		
Stand Models	V45	13.9	5.1	4.3	3.7	8.4	38	1" NPTF	15 3/8	24 15/16	23	3 1/8
	V60	19.9	7.3	6.1	5.3	12.1	38	1" NPTF	15 3/8	32 3/8	34	
	V80	25.9	8.9	7.7	6.7	13.9	38	1" NPTF	15 3/8	39 9/16	43	
	V80EX	25.9	8.9	7.7	6.7	13.9	38	1" NPTF	15 3/8	42 5/8	43	7 1/4
	V100	31.8	11.8	9.9	8.6	13.8	38	1" NPTF	15 3/8	47 1/4	52	3 1/8
	V100S	31.8	11.8	9.9	8.6	13.8	38	1" NPTF	22	28	56	3 3/8
	V140	45.2	16.5	13.9	12.1	27.3	38	1¼" NPTF	22	36 9/16	64	
	V200	65.1	23.9	20.0	17.4	39.3	38	1¼" NPTF	22	48 5/8	89	
	V250	83.5	30.9	25.9	22.5	50.8	38	1¼" NPTF	26	46	116	3 1/2
	V260	84.9	31.2	26.2	22.8	44.7	38	1¼" NPTF	22	60 1/16	113	3 3/8
→	V350	115.9	42.9	35.9	31.3	70.5	38	1¼" NPTF	26	61 5/16	161	3 1/2
Mounted Pump Models*	V45MP	13.9	5.1	4.3	3.7	8.4	38	¾" Pipe	15 3/8	25 1/16	28	
	V60MP	19.9	7.3	6.1	5.3	12.1	38	¾" Pipe	15 3/8	33 1/8	40	
	V45PST	13.9	5.1	4.3	3.7	8.4	38	¾" Pipe	15 3/8	25 1/16	28	
	V60PST	19.9	7.3	6.1	5.3	12.1	38	¾" Pipe	15 3/8	33 1/8	40	
Buried Models	V60B	19.9	7.3	6.1	5.3	12.1	38	1" NPTM	15 3/8	28 1/2	33	
	V140B	45.2	16.5	13.9	12.1	27.3	38	1¼" NPTM	22	32 3/16	63	
In-Line ① Models	V6P	1.9	0.7	0.6	0.5	1.3	38	¾" NPTM	8¼	10 3/16	7	
	V15P	4.9	1.8	1.5	1.4	3.1	38	¾" NPTM	11	14 3/4	11	
	V25P	7.3	2.7	2.3	2.1	3.1	38	¾" NPTM	11	21 1/16	16	
	V45P	13.9	5.1	4.3	3.7	8.4	38	1" NPTM	15 3/8	21 1/16	24	
Horizontal Models w/Bracket	V25H ①	7.3	2.7	2.3	2.1	3.1	38	¾" NPTM	11	21 1/16	20	
	V45H	13.9	5.1	4.3	3.7	8.4	38	1" NPTM	15 3/8	22 9/16	26	
	V60H	19.9	7.3	6.1	5.3	12.1	38	1" NPTF	15 3/8	33 3/8	36	

NOTES:

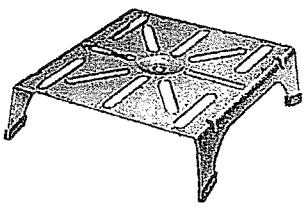
* Compatible with only certain Goulds jet pumps.

P = Pipe mounted EX = With base extension B = Buried
MP = Mounted pump PST = Pump system tank H = Horizontal with bracket

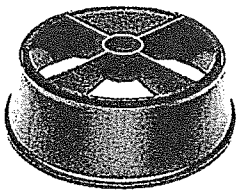
(All dimensions are in inches and weight in lbs. Do not use for construction purposes.)

① V6P, V15P, V25P and V25H are produced at Charlotte, NC plant after January 2013, resulting in minor dimensional changes.

ACCESSORIES

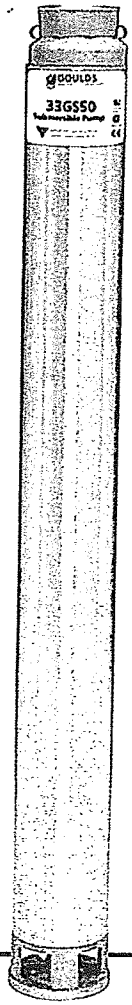


AW39 Bracket:
Universal pump mounting bracket for use on all stand model tanks.



AWT1 Base Extension:
For use on 15⅜" models. Provides 4⅛" base elevation. Supplied in quantities of six (6) per carton.

Order No.	Description	Wt. (lbs.)
AW39	Universal Jet Pump Bracket	2
AWT1	Tank Base Extension (Qty. 6)	5



TECHNICAL BROCHURE
B33-80GS R1

FEATURES

Powered for Continuous Operation: All ratings are within the working limits of the motor as recommended by the motor manufacturer. Pump can be operated continuously without damage to the motor.

Field Serviceable: Units have left hand threads and are field serviceable with common tools and readily available repair parts.

Sand Handling Design: Our face clearance, floating impeller stack has proven itself for over 40 years as a superior sand handling, durable pump design.

FDA Compliant Non-Metallic Parts: Impellers, diffusers and bearing spiders are constructed of glass filled engineered composites. They are corrosion resistant and non-toxic.

Discharge Head/Check Valve: Cast 303 stainless steel for strength and durability. Two cast-in safety line loops for installer convenience. The built-in check valve is constructed of stainless steel and FDA compliant BUNA rubber for abrasion resistance and quiet operation.

Motor Adapter: Cast 303 stainless steel for rigid, accurate alignment of pump and motor. Easy access to motor mounting nuts using standard open end wrench.

Stainless Steel Casing: Polished stainless steel is strong and corrosion resistant.

Hex Shaft Design: Six sided shafts for positive impeller drive.

Engineered Polymer Bearings: The proprietary, engineered polymer bearing material is strong and resistant to abrasion and wear. The upper bearing is mounted in a durable engineered composite bearing spider for excellent abrasion resistance.

33GS, 40GS, 55GS, 60GS, 75GS & 80GS

33-80 GPM, 1 - 10 HP, 60 HZ, SUBMERSIBLE PUMPS

GOULDS WATER TECHNOLOGY
a xylem brand

WATER END DATA

Series	Model	Required H.P.	Stages	Water End	
				Length (in)	Wt (lbs)
33GS	33GS10	1	6	14.2	8
	33GS15	1.5	8	16.6	9
	33GS20	2	10	19.1	10
	33GS30	3	14	24	13
	33GS50	5	22	35.2	19
	33GS75	7.5	34	50.6	27
	33GS100	10	44	62.8	33
40GS	40GS15	1.5	5	12.9	8
	40GS20	2	6	14.2	8
	40GS30	3	8	16.6	9
	40GS50	5	14	24.0	13
	40GS75	7.5	21	34.0	18
55GS	55GS15	1.5	5	17.1	10
	55GS20	2	7	21.2	12
	55GS30	3	9	25.3	15
	55GS50	5	15	39.1	22
	55GS75	7.5	22	54.1	32
	55GS100	10	29	68.6	39
60GS	60GS15	1.5	4	15.0	8
	60GS20	2	5	17.1	9
	60GS30	3	7	21.2	10
	60GS50	5	11	30.9	14
	60GS75	7.5	17	43.2	19
75GS	75GS30	3	7	24.1	14
	75GS50	5	11	34.8	19
	75GS75	7.5	16	48.2	27
	75GS100	10	21	63.8	35
80GS	80GS30	3	5	21.4	10
	80GS50	5	9	29.4	13
	80GS75	7.5	14	42.8	24

SPECIFICATIONS

Model	Flow Range GPM	Horse-power Range	Best Efficiency GPM	Discharge Connection	Minimum Well Size	Rotation①
33GS	10 - 50	1 - 10	33	2"	4"	CCW
40GS	20 - 65	1½ - 7½	40	2"	4"	CCW
55GS	20 - 80	1½ - 10	55	2"	4"	CCW
60GS	40 - 80	1½ - 7½	60	2"	4"	CCW
75GS	40 - 100	3 - 10	75	2"	4"	CCW
80GS	50 - 120	3 - 7½	80	2"	4"	CCW

① Rotation is counterclockwise when observed from pump discharge end.

"GS" SERIES MATERIALS OF CONSTRUCTION

Part Name	Material
Discharge Head	AISI 303 SS
Check Valve Poppet	AISI 304 SS
Check Valve Seal	BUNA, FDA compliant
Check Valve Seat	AISI 304 SS
Check Valve Retaining Ring	AISI 302 SS
Bearing Spider - Upper	Glass Filled Engineered Composite
Bearing	Proprietary Engineered Polymer
Klipring	AISI 301 SS
Diffuser	Lexan®
Impeller	Noryl®
Bowl	AISI 304 SS
Intermediate Sleeve*	AISI 304 SS, Powder Metal
Intermediate Shaft Coupling*	AISI 304 SS, Powder Metal
Intermediate Bearing Spider*	Glass Filled Engineered Composite
Intermediate Bearing Spider*	AISI 303 SS
Shim	AISI 304 SS
Screws - Cable Guard	AISI 304 SS
Motor Adapter	AISI 303 SS
Casing	AISI 304 SS
Shaft	AISI 304 SS, 1-3 HP; 17/4 PH, 5-10 HP
Coupling	AISI 304 SS, Powder Metal
Cable Guard	AISI 304 SS
Suction Screen	AISI 304 SS

*See repair parts for where used.

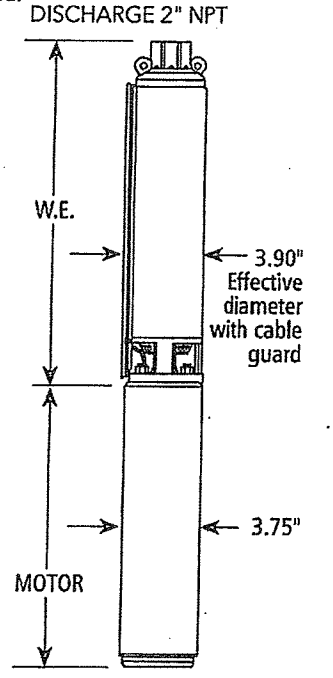
NOMENCLATURE - SOLD AS WATER ENDS ONLY

33 GS 20

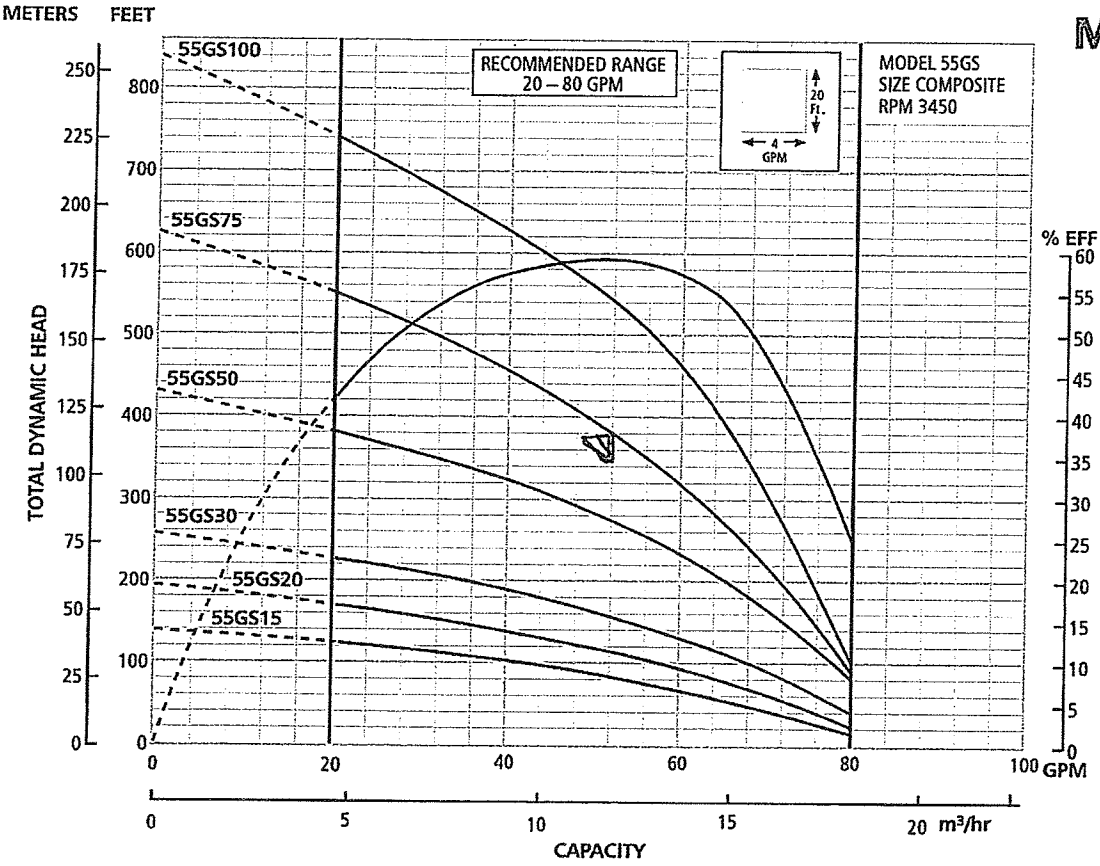
GPM at Best Efficiency — 33, 40, 55, 60, 75, 80

GS Pump Series

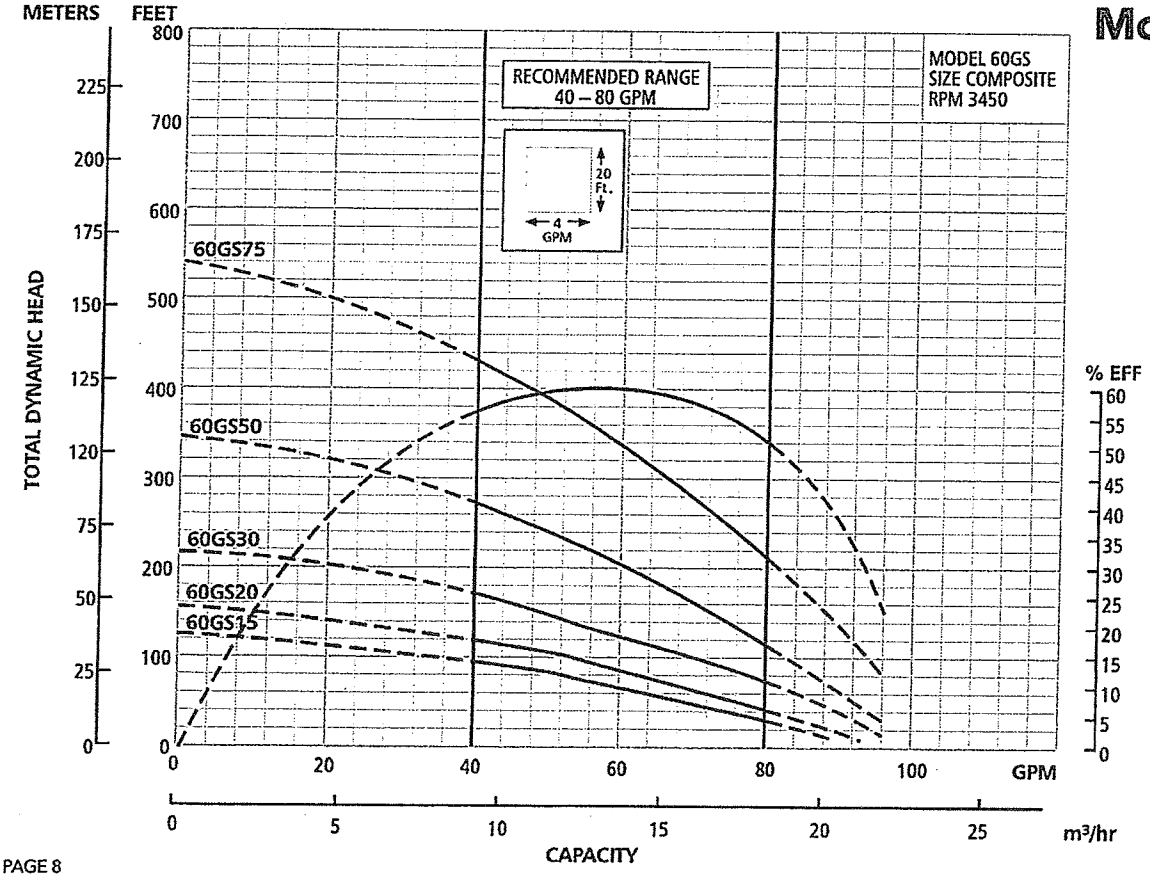
Horsepower Code
- 15 = 1½
- 20 = 2
- 30 = 3
- 50 = 5
- 75 = 7½
- 100 = 10



Model 55GS



Model 60GS



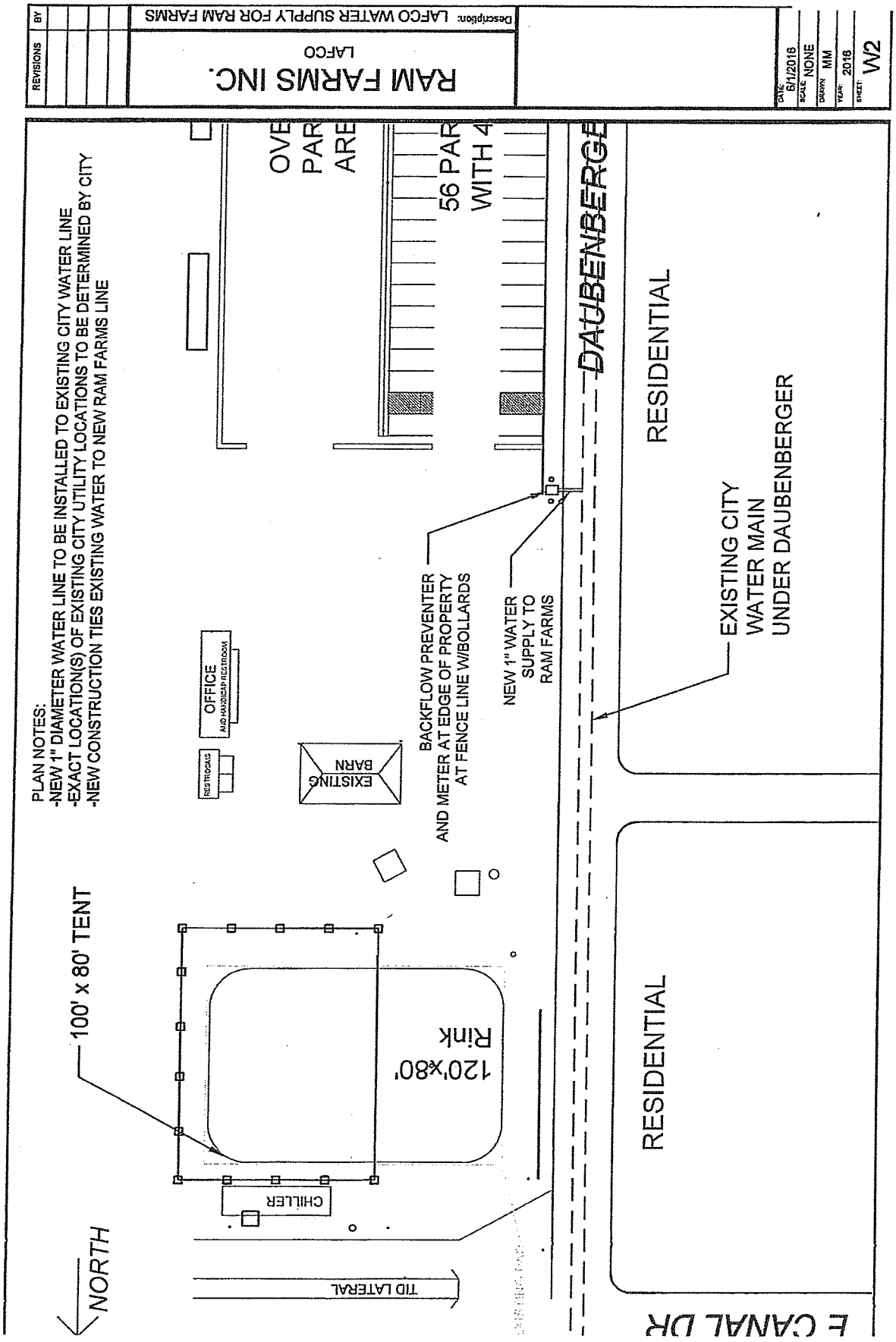
CITY OF TURLOCK - DEVELOPMENT IMPACT FEES

156 S. Broadway, Suite 150 - Turlock, CA 95380 - (209) 668-5520

Building Permit #	Com. 16-025
Date of BP Application	Estimate
Date Fees Calc'd	07/22/16

Project Name	1" Water Service
Address of Work	716 N Daubenberger Rd
APN #	051-005-002

Fee Code	Category	Amount	Comments
	Street Light Fee	$ -	
	Sewer Trunk Line Construction Fee	$ -	
	Sewer Capital Expansion Fee	$ -	
	Sewer Frontage Fee	$ -	
M-WTR GRID	Water Grid Fee	$ 3,036.56	1" service
M-WTR FRONTAGE	Water Frontage Fee	$ 9,267.50	250' of frontage
M-WTR METER	Water Meter	$ 5,244.00	Install 1" water service, meter and backflow device.
	Master Storm Drainage Fee	$ -	
	Engineering	$ -	
	Water Well Tax	$ -	
	Transportation Tax	$ -	
	Traffic Signals Tax	$ -	
	Public Safety Tax	$ -	
	Park Development Tax	$ -	
	Cap. Fac. Fee Road	$ -	
	Cap. Fac. Fee P.D.	$ -	
	Cap. Fac. Fee General Government	$ -	
	Cap. Fac. Fee Fire	$ -	
	Cap. Fac. Fee Administration	$ -	
	N.W.T.S.P. Fee Sewer	$ -	
	N.W.T.S.P. Fee Water	$ -	
	N.W.T.S.P. Fee Admin	$ -	
	North Area Master Plan Transp. Fee	$ -	
	North Area Master Plan Sewer Fee	$ -	
	North Area Master Plan Drainage Fee	$ -	
	North Area Master Plan Admin Fee	$ -	
	NE Trlk Master Plan Transportation Fee	$ -	
	NE Trlk Master Plan Sewer Fee	$ -	
	NE Trlk Master Plan Drainage Fee	$ -	
	NE Trlk Master Plan Water Fee	$ -	
	NE Trlk Master Plan Admin Fee	$ -	
	E. Tuolumne Master Plan Transp. Fee	$ -	
	E. Tuolumne Master Plan Sewer Fee	$ -	
	E. Tuolumne Master Plan Drainage Fee	$ -	
	E. Tuolumne Master Plan Water Fee	$ -	
	E. Tuolumne Master Plan Admin. Fee	$ -	
	Morgan Ranch Master Plan Transp. Fee	$ -	
	Morgan Ranch Master Plan Sewer Fee	$ -	
	Morgan Ranch Master Plan Water Fee	$ -	
	Morgan Ranch Master Plan Admin. Fee	$ -	
	W.I.S.P. Sewer Fee	$ -	
	W.I.S.P. Potable Water Fee	$ -	
	W.I.S.P. Administration Fee	$ -	
	Park Improvement Fee (Neighborhood)	$ -	
	Park Improvement Fee (Community)	$ -	
	Park Land Fee (Neighborhood)	$ -	
	Park Land Fee (Community)	$ -	
	Landscape Inspection Fee	$ -	
	GIS Development Charges	$ -	
	Traffic Signal Assessment Fee	$ -	
	Septic Tank/Pool Demolition & Backfill	$ -	
	Assessment District Formation Fee	$ -	
	Res. Def. Agreement Fee Engineering	$ -	
	TOTAL	**$ 17,548.06**	


RAM FARMS INC.
LAFCO
Description: LAFCO WATER SUPPLY FOR RAM FARMS
REVISIONS
BY
DATE: 6/1/2016
SCALE: NONE
DRAWN: MM
YEAR: 2016
SHEET: W2
PLAN NOTES:
-NEW 1" DIAMETER WATER LINE TO BE INSTALLED TO EXISTING CITY WATER LINE
-EXACT LOCATION(S) OF EXISTING CITY UTILITY LOCATIONS TO BE DETERMINED BY CITY
-NEW CONSTRUCTION TIES EXISTING WATER TO NEW RAM FARMS LINE
DAUBENBERGER
RESIDENTIAL
EXISTING CITY
WATER MAIN
UNDER DAUBENBERGER
NEW 1" WATER
SUPPLY TO
RAM FARMS
BACKFLOW PREVENTER
AND METER AT EDGE OF PROPERTY
AT FENCE LINE W/BOLLARDS
EXISTING
BARN
OFFICE
AND HANDICAP RESTROOM
RESTROOMS
100' x 80' TENT
120'x80'
Rink
CHILLER
TID LATERAL
NORTH
E CANAL DR
RESIDENTIAL

STANISLAUS LAFCO
Stanislaus Local Agency Formation Commission
1010 – 10 th Street, 3rd Floor ◆ Modesto, CA 95354
(209) 525-7660 ◆ FAX (209) 525-7643
www.stanislauslafco.org

OUT OF BOUNDARY SERVICE APPLICATION

AGENCY TO EXTEND SERVICE:

AGENCY NAME: City of Turlock

CONTACT PERSON: _____

ADDRESS: 126 S. Broadway, Suite 230, Turlock, CA 95380-05454

PHONE: 209-668-5540 FAX: _____ E-MAIL: _____

CONTRACTING PARTY:

NAME OF PROPERTY OWNER: Albert Warda (Lessee; R.A.M. Farms, Inc.)

SITE ADDRESS: 716 N. Daubenberger, Turlock, CA 95380

PHONE: 209-668-5540 FAX: _____ E-MAIL: _____

CONTRACT NUMBER/IDENTIFICATION: _____

ASSESSOR PARCEL NUMBER(S): 051-005-002

ACREAGE: 21

The following application questions are intended to obtain enough data about the proposal to allow the Commission and staff to adequately assess the service extension. By taking the time to fully respond to the questions below, you can reduce the processing time for this application. You may include any additional information that you believe is pertinent. Use additional sheets where necessary.

1. (a) List type of service(s) to be provided by this application:

The applicant is requesting the extension of a 1 inch domestic & Fire water line from the City of Turlock that will run approximately 80 feet across North Daubenberger Road

(b) Are any of the services identified in 1-a "new" services to be offered by the agency? If yes, please provide explanation.

Yes, the waterline will provide potable to water to a propety located in the unicorporated area, which is 50 feet west of the the City of Turlock and in the General Plan and the Sphere of influence.

2. Please provide a description of the service agreement/contract. (Included in this description should be an explanation as to why a jurisdictional change is not possible at this time and if this extension is an emergency health and safety situation.)

The service agreement that is being requested is to provide potable water to R.A.M. Farms, Inc, seasonal and temporary activities which include Pumpkin Patch and Corn Maze and Fields of Ice, which includes Christmas Tree Lot and Ice Skating. This service is requested because of public health and safety need.

3. Is annexation of the territory by your agency anticipated at some future time? Please provide an explanation.

Yes, the property is within the City's Sphere of influence and is proposed to be devleoped in the future by the city's adopted General Plan.

4. Is the property to be served within the Agency's sphere of influence?

Yes, it is in the City of Turlock's Sphere of influence.

5. If the service extension is for development purposes, please provide a complete description of the project to be served.

No development is proposed with the service requested. No other City services will be provided as part of the agreemnt

6. Has an environmental determination been made for this proposal? If yes, provide a copy. If no, please provide an explanation.

A Stanislaus County Use permit was approved in 2013 for the seasonal activities.
PLN NO. 2013-0032, August 15, 2013

7. Are there any land use entitlements involved in the project or contract? If yes, please provide a copy of the documentation for this entitlement. Please check those documents attached:

_____ Tentative Map and Conditions
_____ Subdivision Map or Parcel Map
_____ Specific Plan
_____ General Plan Amendment
_____ Rezoning
__✓__ Other - (provide explanation) PLN 2013-0032 Use Permit Staff Approval No PLN2014-0041

8. Please provide a map showing existing facilities and proposed extensions and a detailed description of how services are to be extended to the property. Your response should include, but not be limited to, an explanation of distance for connection to existing infrastructure to the site; and cost of improvements, how financing is to occur, and any special financing arrangement for later repayment.
An approximate 80 Ft. 1 inch water line crossing N. Daubenberger Road, Turlock, CA with fees paid for by private funds by applicant

CERTIFICATION

I hereby certify that the statement furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement, and information presented herein are true and correct to the best of my knowledge and belief.

SIGNED: _____

PRINTED NAME: _____

DATED: _____

REQUIRED EXHIBITS:

1. Copy of the proposed agreement.
2. Map showing the property to be served, existing agency boundary, and the location of infrastructure to be extended.
3. Plan for providing service.

Please forward the completed form and related information to:

Stanislaus Local Agency Formation Commission
Attn: Executive Officer
1010 10th Street, 3rd Floor
Modesto, CA 95354

STANISLAUS LAFCO
Stanislaus Local Agency Formation Commission
1010 – 10 th Street, 3rd Floor ◆ Modesto, CA 95354
(209) 525-7660 ◆ FAX (209) 525-7643
www.stanislauslafco.org

INDEMNITY AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, hold harmless and release the Stanislaus Local Agency Formation Commission (LAFCO), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on a proposal or on the environmental documents submitted to support it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, and expert witness fees that may be asserted by any person or entity, including the applicant arising out of or in connection with the application.

Date: _____

APPLICANT OR APPLICANT'S REPRESENTATIVE:
(Proof of authority must be provided)

Signature: _____

Name: _____

Title: _____

Agency: _____

Address: _____

_____

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Turlock
Attention City Clerk
156 S. Broadway, Suite 230
Turlock, CA 95380-5456

Exempt from fee per Government Code 6103

(above for Recorder's Use Only)

OUT-OF BOUNDARY SERVICE AGREEMENT
For Water Connection Affecting Real Property

THIS AGREEMENT is made and entered into this 9th day of August, 2016 by and between the **CITY OF TURLOCK** (hereinafter referred to as "CITY") and **ALBERT BIT GABRIEL WARDA and BELIT ALKHAS WARDA,** owners of APN 051-005-002 whose address of record is 763 Contra Costa Avenue, Berkeley, California, 94707 (hereinafter referred to as "OWNER"); and

WHEREAS, OWNER is the owner of real property in the unincorporated area of the County of Stanislaus within the sphere of influence identified under Paragraph 23 of this Agreement, which property is hereinafter referred to as "Property"; and

WHEREAS, CITY furnishes water service to properties outside the CITY limits in emergency situations or exceptional cases, such as well failure, where public health and safety is jeopardized; and

WHEREAS, the property has an existing use permit for a Pumpkin Patch, Corn Maze, Christmas Tree Lot and Ice Skating Rink: and

WHEREAS, OWNER desires that CITY extend water services to its property; and

WHEREAS, in exchange for water service to its property, OWNER agrees to the annexation of the real property identified under Paragraph 23 of this Agreement to the CITY; and

WHEREAS, under State law, Government Code 56133, permission to extend such services must be obtained from the Stanislaus County Local Agency Formation Commission (hereinafter referred to as "LAFCO"); and

WHEREAS, LAFCO Policy requires an agreement between the CITY and OWNER before water services may be extended to the territories outside the City.

OK for Agenda

WHEREAS, although there are other options the OWNER has for water service, City is willing to furnish said water service upon the terms hereinafter set forth; and

WHEREAS, this Agreement does not convey or imply the future provision of sanitary sewer and/or storm water collection services to the Property.

NOW THRERFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. PROVISION OF WATER SERVICE. CITY agrees to provide water service to OWNER for OWNER's existing municipal/industrial uses only. This right may not be sold, transferred, or otherwise conveyed to any other owner or property. This Agreement does not create any right to utilize any CITY's services except such services for which rights are expressly granted herein. OWNER has no right under this Agreement to receive sanitary sewer or storm water service from CITY.

2. PRIVATE PROPERTY. CITY makes no warranty whatsoever as to the current of continued condition of any private property utilized by OWNER to receive City extraterritorial services. For the purpose of this section "Private property" shall mean any property that is not owned or leased by CITY and shall include, but not be limited to, any water lines that are not owned by CITY. In the event that OWNER does not have access due to any malfunction of any private property, OWNER shall still be liable to CITY for all applicable monthly or other fees.

3. RIGHT OF ENTRY. OWNER hereby expressly grants consent to CITY to enter upon OWNER's Property in the manner and according to the procedures prescribed by CITY for the purpose of disconnecting service when OWNER's account is delinquent. No further consent shall be required.

4. CHARGES FOR SERVICE. OWNER agrees to pay water service and usage charges at metered rate in such sum as from time-to-time may be established by the City Council. The City will issue monthly billing statements to OWNER for water service and usage which will be due and payable on the first business day of each month, and will be considered delinquent if not paid within thirty (30) days of the due date.

5. FEES AND DEPOSITS. OWNER shall be an extraterritorial customer of the City's water system and hereby agrees to be subject to all water service laws, policies and ordinances applicable to customers within City boundaries. OWNER also agrees to pay all applicable fees, including connection fees, deposits and usage fees outlined in the City's ordinances and/or water fee schedule(s). OWNER further agrees that as an extraterritorial customer, OWNER will not be entitled to notice or protest rights under Proposition 218 where fee increases are contemplated and initiated by CITY.

6. LAFCO APPLICATION. Prior to providing any services outside of its territorial boundaries, the CITY must first obtain approval from the Stanislaus County Local

Agency Formation Commission (LAFCO). LAFCO charges a fee and may require additional steps prior to approving extraterritorial service.

OWNER shall pay all LAFCO Fees and other costs related to the LAFCO process. This may include the preparation of an environmental document satisfying the requirements of LAFCO at an additional cost to OWNER. CITY will have no obligation to provide service until LAFCO approval is finalized.

LAFCO is the responsible entity for decisions regarding service extensions. CITY makes no representations or warranties as to any action or decision that may or may not be taken by LAFCO.

7. DEVELOPMENT OF IMPACT FEES. OWNER agrees to pay CITY all potable water related development impact fees, including but not limited to Water Capital Charges and fees appropriate for the nature and extent of the intended use of the Property, in such amount as is established by the City in effect at the time of the OWNER's connection to the water system.

8. WATERLINE. OWNER agrees at their own expense to cause a waterline, of such size as shall be determined by City Engineer, to be constructed and installed according to City Standards, at such location as shall be determined by City Engineer as necessary or desirable to serve OWNER's Property and comply with City Extension requirements.

   Upon acceptance by CITY, water service and all appurtenances up to the required backflow devices(s) shall be become property of the City. All facilities downstream of this point shall be privately owned and maintained.

9. ENCROCHMENT PERMIT. OWNER shall submit an application for an encroachment permit to the City of Turlock and Stanislaus County (if required), with improvement plans prepared by a licensed civil engineer.

10. IMPROVEMENT PLANS. The improvement plans shall include designs and specifications for approximately 50 ft of 1" water main on N. Daubenberger Road, running west to east. Water pipe, valves, meter, backflow device and any and all other improvements and appurtenances specified by CITY shall be installed by OWNER per City standards.

11. COST OF FEES. OWNER shall bear all costs of construction of the improvements, in accordance with all applicable laws, rules, and regulations, and shall pay all permit, plan check, inspection, application fees, water connection fee based upon service size, the City's Water Grid Fee and any and all other applicable fees, including all potable water related development impact fees.

12. CONFORMANCE WITH CITY ORDINANCES. OWNER agrees to cause all future improvements and construction on said Property to conform to the subdivision, zoning, housing, plumbing, electrical, building, fire, park dedication, and other codes, ordinances

and regulations of City, including payment of fees stipulated therein. In addition, all applicable requirements of Title 6 of the Turlock Municipal Code, as now existing or hereafter amended, dealing with the water system of the City of Turlock including, but not limited to 6-5, 6-6 and 6-7 are incorporated herein by reference.

13. DEDICATION FOR PUBLIC USE. OWNER agrees to dedicate to public use, at no cost to CITY, and without any demands, conditions or requirements, any easements, streets, alleys or other public ways which the City, City Planning Commission and /or the City Council find necessary and desirable for the future development of the Property or for the protection and maintenance of utilities.

14. CONVENANTS RUNNING WITH THE LAND. CITY agrees to furnish water service for the benefit of OWNER's real Property hereinafter described. The obligations of OWNER stated in this Agreement are covenants running with the land, and are intended by CITY and by OWNER to be binding upon OWNER and OWNER's heirs, administrators, assignees and successors in interest of the land described herein.

15. CONVENANT TO ANNEX. OWNER hereby convents and binds himself and his successors in interest to annex said real Property to CITY when the City Council determines that such annexation shall be made, and OWNER hereby acknowledges that this writing is a request and a consent by him to so annex the said real Property, and OWNER for himself and his successors in interest further agrees not to protest annexation of said Property either by itself or as part of a larger parcel of land and hereby specifically waives the provisions of all sections of law now existing or hereafter to be enacted permitting protests to be filed in annexation proceedings.

16. RESLUT OF FAILURE TO ANNEX. It is further understood and agreed that state law provides that application must be made to the Local Agency Formation Commission before the real Property herein described may be annexed to the City, and if said Commission should not give its consent to annex, or if it places conditions or modifications upon annexation which are not acceptable to CITY, in its sole an unfettered discretion, then and in that event, this Agreement shall be cancelled and terminate and CITY shall cease to provide water service and may disconnect City water lines from said Property upon giving the notice in this Agreement provided, and neither OWNER, nor his successor in interest shall be entitled to any refund of charges previously paid to CITY.

17. CONSENT TO PAY TAXES UPON ANNEXATION. Upon annexation, OWNER consents to be taxed and agrees to pay OWNER's proportionate share of the CITY's general indebtedness existing at the time of annexation, pursuant to Government Code Section 57328.

18. AGREEMENT TO NOTIFY PURCHASES OR GRANTEE. In the event OWNER's land or any lot or parcel thereof, is to be sold or conveyed, OWNER agrees to notify said purchaser or grantee of the terms and conditions of this Agreement; however the binding

effect of this Agreement upon said purchaser or grantee shall not be lessened by the failure of the OWNER to give such notice.

In the event of a transfer of OWNER's Property by any means, including but not limited to, sale, gift, bequests, etc., CITY, in its sole and unfettered discretion, may terminate this Agreement, may renegotiate the terms of this Agreement or may take any and all other action it deems necessary or appropriate.

19. FAILURE TO PAY. Upon the failure of OWNER or OWNER's successors in interest to make the payments at the time and in the manner as herein provided, or to keep or perform any of the agreements or covenants on their part to be kept or performed as herein provided, CITY may cease to give water service and may disconnect City water lines from said Property upon giving the OWNER or OWNER's successor in interest 60 days' written notice of CITY's intention to do so, which said notice shall be by personal service or by mail to OWNER or OWNER's successor in interest at his or her last known mailing address.

    Unpaid service charges for the Property described below shall constitute a debt of the OWNER or OWNER's successors in interest to the City. The OWNER or the OWNER's successor in interest who incurred the debt shall be liable in a civil action for the amount of the unpaid service charges, for the cost of suit, and for reasonable attorney fees. The service charges shall also constitute a lien against said Property for the amount of the unpaid service charges. Any lien shall be enforceable against OWNER and OWNER's successors in interest, and shall be subject to the same penalties and procedures under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

20. APPROVALS PRIOR TO CONSTRUCTION. The furnishing of water service set forth in Paragraph 1 shall not be effective and no construction shall take place before approval of the extension of the services by LAFCO, all plans and specifications have been approved, and all required permits have been obtained.

21. SUBSEQUENTLY ENACTED OR ADOPTED CHARGES. If the City Council shall hereafter increase or enact or adopt any other charges, fee or other requirements related to water service, annexation or any other aspect of the subject matter of this Agreement, OWNER agrees to pay or perform the same manner, and to the same extent, as any other person similarly situated.

22. INTENDED USE OF PROPERTY. OWNER's existing use of said Property is Agricultural with a Use Permit allowing seasonal activities. Water service for other than OWNER's existing use of water for seasonal activities, as set forth in Stanislaus County Staff Approval Permit PLN 2015-0046 or any other increase in scale or intensity of its current operation, shall require further approval by CITY and, if so approved, will be charged for in accordance with the charges then in effect. CITY may impose other or different conditions upon such approval or may deny the same, in the CITY's sole discretion. The City Council has the right to delegate authority to one or more designated persons to amend this Agreement as to the type of use or the number of connections

which may be made. Until or unless such delegation of authority is affected by resolution or ordinance, amendment of this Agreement requires the approval of the City Council.

23. PROPERTY DESCRIPTION. The property herein referred to is described as follows:

Address: 716 N Daubenberger, Turlock, CA 95380

Assessor's Parcel Number: 051-005-002

Legal description: See Exhibit "A"

24. RECORDATION OF AGREEMENT. OWNER shall record this Agreement with the Stanislaus County Recorder's Office within thirty (30) days of execution thereof. No permit shall be issued pursuant to this Agreement until this Agreement has been recorded in the official records of Stanislaus County and OWNER has provided a copy of the recorded Agreement to the City.

25. PARTIAL INVALIDITY. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable, such provision shall, to the extent of such invalidate, illegality, or unenforceability, be severed, and the remaining provision of this Agreement shall remain in effect.

26. SUCCESSORS. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns and representatives of the Parties.

27. ATTORNEY'S FEES AND ARBITRATION. In the event of any litigation, including arbitration, between the Parties hereto arising out of this Agreement or the performance thereof, the losing party shall pay the prevailing party's reasonable attorney's fees and costs.

28. WAIVER. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach by such beaching party of the same or different provision.

29. AMBIGUITY. This Agreement has been jointly negotiated and in the event of any ambiguity, said ambiguity shall be given a reasonable interpretation and shall not be construed against either party.

30. ANNEXATION. Upon annexation into the City of the Property affect by this Agreement, this Agreement shall automatically terminate, and the annexed Property shall become a customer within the City with all rights and obligations pertaining thereto.

31. SUBDIVISION. This agreement will automatically terminate as to any parcels which are subdivided at any point after execution of this Agreement.

32. TERM AND VOLUNTARY TERMINATION BY CITY. The initial term of this Agreement is for five (5) years from the date of execution. After the initial term, this Agreement will automatically renew on a year-to-year basis. CITY may terminate this Agreement at any time and without cause by giving ninety (90) days notice of termination.

33. TERMINATION BY CITY. In addition to the City's right to terminate this Agreement as set forth in Paragraph 32, CITY may terminate this Agreement upon any material breach of this Agreement by OWNER, or upon any violation of any City ordinance, policy regulation or other requirement conditioned upon CITY providing due notice to OWNER that CITY would otherwise provide to a customer locate with the City prior to termination or suspension of water service. Grounds for termination include, but are not limited to: (1) illegally connecting to the City's system, (2) contaminating CITY's water supply, (3) tampering with water meters or taking other steps to disguise the amount of water used or avoid paying the established rate, 4) involuntary abandonment of right to receive service in accordance with the procedures contained in the City's ordinances. Upon termination, OWNER is responsible for disconnecting its Property from City services, CITY may perform the work needed to disconnect and recover the costs as a lien against the Property or through any other lawful method.

34. TERMINATION FOR INADEQUATE WATER SUPPLY. As CITY's customers within its boundaries have first claim on CITY's resources, CITY may terminate this Agreement at any time in which CITY has, in its sole and unfettered discretion, determined there is inadequate water capacity to supply CITY's customers within its boundaries. CITY may terminate this Agreement upon the occurrence of any significant event which renders the CITY unable to perform this Agreement, including but not limited to severe drought, contamination of CITY facilities, or destruction of CITY facilities. For purposes of this section, CITY is unable to perform this Agreement if CITY's capacity or facilities become insufficient to serve its existing customers within CITY's boundaries. This paragraph shall not be deemed in any way to limit the CITY's right to terminate this Agreement as set forth in Paragraph 32 of this Agreement.

35. TERMINATION BY OWNER. OWNER may terminate service at any time by requesting and recording an agreement of voluntary abandonment in accordance with City ordinances. OWNER will be responsible for any charges accruing up to the date of abandonment, and OWNER will be responsible for disconnecting its Property from CITY's services. If OWNER fails to disconnect the Property from CITY services, CITY may perform the work needed to disconnect and recover the costs as a lien against the Property or through any other lawful method.

36. INDEMNIFICATION. In Consideration of the CITY's processing and consideration of this Agreement, the LAFCO application for service extension, and/or the related California Quality Act (CEQA) consideration by CITY, OWNER agrees to defend, indemnify and hold harmless the City of Turlock (City) from liability or loss connected, directly or indirectly, with this Agreement, the LAFCO application or process, and /or the CEQA process as follows:

a. The OWNER shall defend, indemnify and hold harmless the City and its agents, officers and employees from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul this Agreement, the LAFCO application and/or process and/or the CEQA process, or any prior or subsequent approvals regarding this Agreement, the LAFCO application and/or process and/or the CEQA process, or any Condition imposed by the City or any of its agencies, departments, commissions, agents, officers or employees concerning the same, or impose personal liability against such agents, officers or employees resulting from their involvement in the same, inducing any claim for private attorney general fees claimed by or awarded to any party from CITY. The obligations of OWNER under this indemnification shall apply regardless of whether this Agreement and/or the LAFCO outside application is approved.

b. CITY will promptly notify OWNER of any such claim, action, or proceedings that is or may be subject to this indemnification and, will cooperate fully in the defense.

c. CITY may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the City defends the claim, actions, or proceeding in good faith. To the extent that CITY uses any of its resources responding to such claim, action, or proceeding, OWNER will reimburse CITY upon demand. Such resources include, but are not limited to, staff time, court costs, City Attorney's time at their regular rate for external or non-City agencies, and any other direct or indirect cost associated with responding to the claim, action, or proceedings, including, but not limited to, the use of special counsel.

d. OWNER shall not be required to pay or perform any settlement by the City of such claim, action or proceeding unless the Settlement is approved in writing by OWNER, which approval shall not be unreasonably withheld.

e. OWNER shall pay all court ordered costs and attorney fees.

f. This Indemnification represents the complete understanding between OWNER and the City with respect to matters set forth in this Paragraph 36.

37. NOTICE. Whenever notice is required or convenient to the effect of this Agreement, Customer shall give notice to the City at the current address of the City's main office to the attention of the City Manager. CITY shall give notice by either mailing notice to the record OWNER by providing notice within or in the same manner as the monthly water bill, or by posting notice a the appropriate property.

38. COUNTERPARTS. This Agreement may be executed in separate counterparts, each which is effective an enforceable. Signatures delivered by facsimile shall be effective and enforceable.

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 Hampton, City Manager

By_____
Ninva Bitmansour, Attorney in Fact for
Albert B. Ward, Property Owner

APPROVED AS TO FORM:

By_____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

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

EXHIBIT A

DESCRIPTION

The property described in the Grand Deed recorded as Document No. 1988.16527 Stanislaus County Records. Lot 13 of Denair Land and Development Company's Colony Number 4, as per map filed November 16, 196 in Volume 2 of Maps, Page 36, Stanislaus County Records.

A.P. N. 51-0502-273 (retired) and current APN: 051-005-002

Stanislaus County
Striving to be the Best

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

July 22, 2016

Debbie Whitmore,
Deputy Director, Development Services Department/Planning Manager
City of Turlock
156 S. Broadway, Suite 120
Turlock, CA 95380

Subject: R.A.M. Farms Inc. – Public Water Supply Requirement for 716 N. Daubenberger, Turlock

Ms. Whitmore,

The Stanislaus County Planning Commission approved Use Permit Application No. PLN2013-0046 for R.A.M. Farms Inc. to operate a variety of fall and winter seasonal land uses on the property located at 716 N. Daubenberger, Turlock (APN 051-005-002). Fall seasonal uses primarily include a pumpkin patch and corn maze. Winter activities primarily include Christmas tree sales and an ice skating rink.

The Use Permit and a subsequent amendment conducted through Staff Approval Application No. PLN2015-0046 include conditions of approval for the provision of a public water supply in conformance with State of California requirements. Specifically, the land use entitlements include, among others, the following conditions of approval:

31. *Pursuant to Section 116275 (h) of the California Health and Safety Code, public water system means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year. If operations are to exceed 59 days out of the year, contact DER no later than December 10, 2015, with a time schedule for development of a Public Water System.*

32. *Bacteriological testing of the water supply shall be performed within 30 days prior to operation of the fall season and 30 days prior to operation of the winter season. Water shall be tested by an approved laboratory and results submitted to DER for review.*

33. *Alternatively, the condition of approval requiring a public water system may be waived by Department of Environmental Resources and the condition of approval requiring testing may be reduced to one bacteriological test of the water supply prior to the operating season if the operation does not exceed 59 days per year.*

The land uses conducted at the site are consistent with approved land use permits. Consequently R.A.M. Farms Inc. is required to provide a public water system that meets State quality standards for the benefit of its employees and patrons when State thresholds are reached.

Please feel free to contact me if you desire additional clarification. I can be reached by e-mail at galvezm@stancounty.com or by telephone at (209) 525-6330.

Respectfully,

Miguel A. Galvez,
Deputy Director

8C

City Council Synopsis
August 9, 2016

million acts of kindness

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

Prepared by: Katie Quintero, Senior Planner

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the Downtown Parking Management Plan and Implementation Plan are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Projects consistent with a previous Environmental Impact Report), Section 15183 (Projects consistent with the General Plan), and/or Section 15262 (Feasibility and Planning Studies)

Resolution: Approving the Downtown Parking Management Plan in accordance with the 2012 City of Turlock General Plan and the 2015-2019 Mayor and City Council Policy Goals and Implementation Plan

Resolution: Approving the Downtown Parking Implementation Plan to establish goals, action items and implementation measures for the recommendations in the Downtown Parking Management Plan

2. DISCUSSION OF ISSUE:

In September 2003, the City adopted the Downtown Design Guidelines and Zoning Regulations which currently guides development in Downtown Turlock. The focus of this document is "to emphasize the importance of pedestrian access and accessibility throughout the Downtown area making it a place where people will want to linger and spend time and find ease of access". This document identifies the need to update the parking study completed as part of the Turlock Downtown Master Plan (an earlier Plan adopted in 1992 that guided the development of the Main Street infrastructure improvements that are now maturing in the Downtown area). The update was intended to determine the appropriate mechanisms necessary to ensure adequate and accessible parking in and around the

OK for Agenda

Downtown Core zoning district which encompasses the retail core along Main Street.

During the development of the 2012 General Plan, business interests again stressed the need to address the parking conditions and future needs in Downtown Turlock. Policy 2.4-b of the 2012 General Plan states the City will prepare an update to the Downtown Plan to evaluate public parking needs in the Downtown. Furthermore, Policy 2.4-f of the 2012 General Plan states the City will continue to improve access to and within Downtown, including more defined gateways and signage.

In 2015, the City Council adopted the *"Mayor and City Council Policy Goals and Implementation Plan"* identifying an action item requiring the preparation of the Downtown Parking Plan. The purpose of the plan was "to identify the strategies, infrastructure improvements and funding needed to increase the supply of parking in the downtown, including, but not limited to, the construction of a surface parking lot at 129 South Broadway and a parking garage".

A Request for Proposals for a consultant to prepare the Downtown Parking Management Plan was issued at the end of September, 2015. The contract was awarded to TJKM Transportation Consultants by the City Council on December 8, 2015, and staff has been working with them over the last seven months to prepare the plan.

COMMUNITY OUTREACH

An extensive public outreach program was conducted to solicit input from the public regarding the parking conditions in the Downtown and to assess public reaction to a variety of strategies that could potentially be utilized to address Downtown parking needs. These public outreach efforts are described in greater detail in Chapter 4 of the draft Downtown Parking Plan. Generally, the strategies included forming a citizen advisory committee, soliciting input via social media, holding public meetings, establishing a project website, and implementing an online survey.

THE DOWNTOWN PARKING PLAN

The Downtown Parking Plan (see Attachment A to the resolution approving the Downtown Parking Management Plan) is divided into the following seven sections:

- **Introduction** – overview of the purpose and organization of the report
- **Existing Parking Facilities and Policies** – summarizes existing parking facilities in the downtown area and parking policies adopted by City of Turlock
- **Existing Conditions** – summarizes the parking data collected to fully assess the utilization of existing parking facilities

- **Public Outreach** – summarizes valuable feedback and suggestions gathered from the public from multiple outreach opportunities
- **Future Parking Demand** – summarizes the anticipated future growth of population, employment and parking demand
- **Recommended Strategies for Implementation** – includes comprehensive near-term and short-term parking management strategies for implementation
- **Future Parking Facilities Expansion** – includes long-term recommendations for increasing the parking capacity to serve the increased demand

The consultant concluded that adequate parking supply is currently available in the Downtown area but the utilization of the parking needs to be improved. This can be accomplished by increasing public awareness of the public parking lots and increasing people's willingness to walk because, while specific areas suffer from a shortage of parking, parking is currently available within one or two blocks of the main retail corridor along Main Street. However, people are reluctant to utilize those spaces due to a perception that walking one or two blocks away would be unsafe or difficult due to poor walking conditions, such as missing or poorly maintained sidewalks and streetlights.

There is also a need to manage how long people are parking in the "prime" parking spaces along Main Street immediately adjacent to the businesses. The consultant found many vehicles are parking in this area in excess of four hours. The Plan recommends evaluating, installing and enforcing time limited parking in these areas to encourage employees and business owners to park in other areas and to create turnover so street parking is available for patrons coming to the businesses. While time limited parking is a solution for making parking along Main Street more available the Council will have to weigh the potential impacts it could have on the growth and economic development of the Downtown area because parking enforcement can be perceived as being not business friendly and could keep some patrons from coming Downtown.

For the short term (four to ten years) the consultant has recommended the City implement transportation demand management improvements such as increasing bike parking, bike lanes and promoting transit to try to decrease the number of cars in the Downtown. The Plan also recommends evaluating parking meters in various areas as a way to help regulate the duration of parking in prime areas. The Plan acknowledges the City of Turlock's history with parking meters and recommends that, as part of the evaluation, the Council consider any potential impacts installing parking meters could have on the economic development of the Downtown area if and when the City decides to consider implementing them.

An analysis of future population growth shows that, by the year 2030, additional parking would be needed to support the growth projected in the General Plan. This would be accomplished through the construction of more surface parking or a

parking garage. The Plan recommends incorporating the construction of additional parking in the Downtown in the next Capital Facility Fee update so the City can begin to collect and save money to put towards future parking.

To ensure the City takes advantage of available technology and innovation, it is recommended the Plan be updated every five years. This will give the City a chance to continually evaluate the supply and demand of the parking in the Downtown so adjustments can be made if demand is greater or less than has been predicted. Regularly evaluating the plan will also help ensure technology that may not be available today is considered in the future if there are better solutions than what currently exists. As part of the contract, the Consultant will come back and re-evaluate the plan in three years then it will be up to the City to re-evaluate the plan after that.

In response to the comments received at the joint City Council/Planning Commission meeting on June 28, 2016 staff developed an implementation plan that lays out the steps and timelines for carrying out the proposed near–term solutions (see Attachment A of the resolution approving the Implementation Plan). The Downtown Parking Implementation Plan is a separate resolution that can be incorporated into the Downtown Parking Management Plan, at the discretion of the City Council. The Downtown Parking Implementation plan has been modeled after the Mayor and City Council Policy Goals and Implementation Plan.

3. BASIS FOR RECOMMENDATION:

This plan will help direct the City's vision for accommodating parking needs for the Downtown for the next twenty years.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 6 : Intelligent, Planned, Managed Growth

General Principles:

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

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

This project was included as an approved project for Capital Facility Fees (CFF) funding, $76,351 was appropriated to account number 305-40-442.43055_006 "Consultant-Downtown Parking Plan" from unappropriated reserves in Fund 305, Division 442 "CFF – Admin Projects" to pay for the project. Of the $76,351, $6,941 was allocated for staff costs used to pay for the Engineering Division staff's time spent on this project, the remaining $69,410 was used to pay the consultant to prepare the plan. The Planning and Parks and Recreation Divisions' staff time was paid for with the General Fund monies already budgeted for each division within their salary and benefit accounts.

The improvements recommended in the Plan will require a variety of funding sources including grants and General Fund monies to be implemented. These items would be brought back to Council to decide upon funding.

Budget Amendment
None

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

This item is exempt from CEQA pursuant to Section 15162 (Projects Consistent with a previous EIR), Section 15183 (Projects consistent with the General Plan) and/or Section 15262 (Feasibility and planning studies).

7. ALTERNATIVES:

A. The Council could disapprove or modify the Downtown Parking Management Plan. Staff does not recommend this option because the preparation of this plan was identified as an action item in the Mayor and Council Policy Goals and Implementation Plan.

B. The Council could disapprove or modify the Downtown Parking Management Plan Implementation Plan. Staff recommends approval of an Implementation Plan. Modifications of the Implementation Plan may be required to address the City Council's priorities or in response to comments received from the public.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE DOWNTOWN PARKING MANAGEMENT PLAN AND IMPLEMENTATION PLAN ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15162 (PROJECTS CONSISTENT WITH A PREVIOUS ENVIRONMENTAL IMPACT REPORT), SECTION 15183 (PROJECTS CONSISTENT WITH THE GENERAL PLAN), AND/OR SECTION 15262 (FEASIBILITY AND PLANNING STUDIES)	**RESOLUTION NO. 2016-**

WHEREAS, Policy 2.4-b of the 2012 City of Turlock General Plan states that the City will undertake a comprehensive update to the 2003 Downtown Zoning Regulations and Design Guidelines to evaluate potential solutions to Downtown Turlock's parking needs; and

WHEREAS, Policy 5.2-ay of the 2012 City of Turlock General Plan states that the City will improve Downtown parking opportunities, as demand grows in the future, considering rear and vacant lots and under-utilized areas for off-street parking, identifying funding sources to implement parking improvements, and considering projections of future parking needs in Downtown and identifying potential locations; and

WHEREAS, at their July 7, 2016 meeting, the Planning Commission determined the Downtown Parking Management Plan is exempt from CEQA and unanimously recommended the City Council approve the Downtown Parking Management Plan with the changes proposed in the staff report; and

WHEREAS, CEQA Section 15162 exempts projects when an EIR has been certified and the project is consistent with the certified EIR and there are no substantial changes to the project, there is no new information of substantial importance, and there are no substantial changes in the circumstances under which the project will be undertaken; and

WHEREAS, CEQA Section 15183 mandates that projects which are consistent with the General Plan polices for which an EIR was certified shall not require additional environmental review; and

WHEREAS, CEQA Section 15262 statutorily exempts planning studies that contain future actions which the Council has not approved, adopted or funded through the adoption of the plan and are not legally binding on later activities; and

WHEREAS, the Downtown Parking Management Plan is consistent with the General Plan and the General Plan EIR and the actions contained in its associated Implementation Plan that could potentially have a significant environmental effect

require subsequent environmental review prior to approval and construction; 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 August 9, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the Downtown Parking Management Plan and Implementation Plan are consistent with the Turlock General Plan and its Environmental Impact Report and are exempt from CEQA pursuant to CEQA Guidelines Section 15162 (Projects consistent with a previous EIR), Section 15183 (Projects consistent with the General Plan) and/or Section 15262 (Feasibility and planning studies).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE DOWNTOWN PARKING MANAGEMENT PLAN IN ACCORDANCE WITH THE 2012 CITY OF TURLOCK GENERAL PLAN AND THE 2015-2019 MAYOR AND CITY COUNCIL POLICY GOALS AND IMPLEMENTATION PLAN	**RESOLUTION NO. 2016-**

WHEREAS, in accordance with Action Item #1 of Policy Goal #6 – Intelligent, Planned, Manage Growth stated in the *"Mayor and City Council Policy Goals and Implementation Plan"*, the Downtown Parking Plan has been prepared to identify the strategies, infrastructure improvements and funding needed to increase the supply of parking in the downtown, including, but not limited to, the construction of a surface parking lot at 129 South Broadway and a parking garage; and

WHEREAS, Policy 2.4-b of the 2012 City of Turlock General Plan states that the City will undertake a comprehensive update to the 2003 Downtown Zoning Regulations and Design Guidelines to evaluate potential solutions to Downtown Turlock's parking needs; and

WHEREAS, Policy 5.2-ay of the 2012 City of Turlock General Plan states that the City will improve Downtown parking opportunities, as demand grows in the future, considering rear and vacant lots and under-utilized areas for off-street parking, identifying funding sources to implement parking improvements, and considering projections of future parking needs in Downtown and identifying potential locations; and

WHEREAS, community meetings were held on February 2, 2016 and May 9, 2016 and a joint public meeting between the Planning Commission and City Council was held on June 28, 2016 to get input and direction on the preparation of the Plan; and

WHEREAS, the feedback received at these meetings and the results of the community survey were incorporated into the Plan; and

WHEREAS, at their July 7, 2016 meeting, the Planning Commission reviewed the draft plan with proposed changes and unanimously found the project to be exempt from CEQA and recommended that the City Council approve the Downtown Parking Management Plan; and

WHEREAS, City Council considered the Downtown Parking Management Plan at their August 9, 2016 meeting and determined the Plan and the Implementation Plan were exempt from CEQA by approving City Council Resolution 2016-XX; and

WHEREAS, the Turlock City Council held a public hearing on August 9, 2016 to consider public comments and recommendations on the Downtown Parking Management Plan, the Downtown Parking Management Plan Implementation Plan, and the environmental determination.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Downtown Parking Management Plan, attached hereto as Attachment A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Downtown Parking Management Plan - Final Draft

July 28, 2016

TJKM

In Association with

idax DATA SOLUTIONS

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1.0 INTRODUCTION

The City of Turlock Downtown Parking Management Plan (PMP) is a technical report documenting an extensive parking study in the Downtown area to achieve the goals and visions of the City. The PMP serves as a blueprint for the City's Parking Program, summarizing various tools and strategic solutions available to the City to utilize over the next 15 to 20 years. The PMP will summarize the data collection, analysis, findings, stakeholder and community input, and recommendations.

A review of potential parking policies for on-street and off-street parking facilities, enforcement protocols, parking patterns, supply and demand are enclosed as part of the Plan. The information as well as feedback from the community are used to develop strategies and solutions that balance the parking needs of residents, businesses, employees and visitors to the Downtown. The following outlines the objectives and scope of the project:

- Evaluate existing conditions of on-street and off-street parking, including their supply and demand analysis;
- Assess potential parking policies for adoption in short- and long-term;
- Incorporate public input as part of the solution seeking progress;
- Develop a comprehensive Parking Management Plan (PMP) based on the findings and projected future growth of the downtown parking conditions.

The Plan is organized into the following sections:

- **Existing Parking Facilities and Policies** – summarizes existing parking facilities in the downtown area and parking policies adopted by City of Turlock;
- **Existing Conditions** – summarizes the parking data collected to fully assess the utilization of existing parking facilities
- **Public Outreach** – summarizes valuable feedback and suggestions gathered from the public from multiple outreach opportunities
- **Future Parking Demand** – summarizes the anticipated future growth of population, employment and parking demand
- **Recommended Strategies for Implementation** – includes comprehensive near-term and short-term parking management strategies for implementation
- **Future Parking Facilities Expansion** – includes long-term recommendations for increasing the parking capacity to serve the increased demand

The Plan includes long-term projections of future parking demand. The City should periodically evaluate if the actual demand meets the projected demand. TJKM has promised to provide re-evaluation of the Plan in three years at no additional cost as part of the approved agreement. The City should re-evaluate the Plan every five years thereafter to monitor parking demand, evaluate new parking issues, make adjustments to the Plan, and to explore available technology that could provide new parking solutions. The City should continue to be open to pilot projects and unique ideas which might not be covered in this Plan.

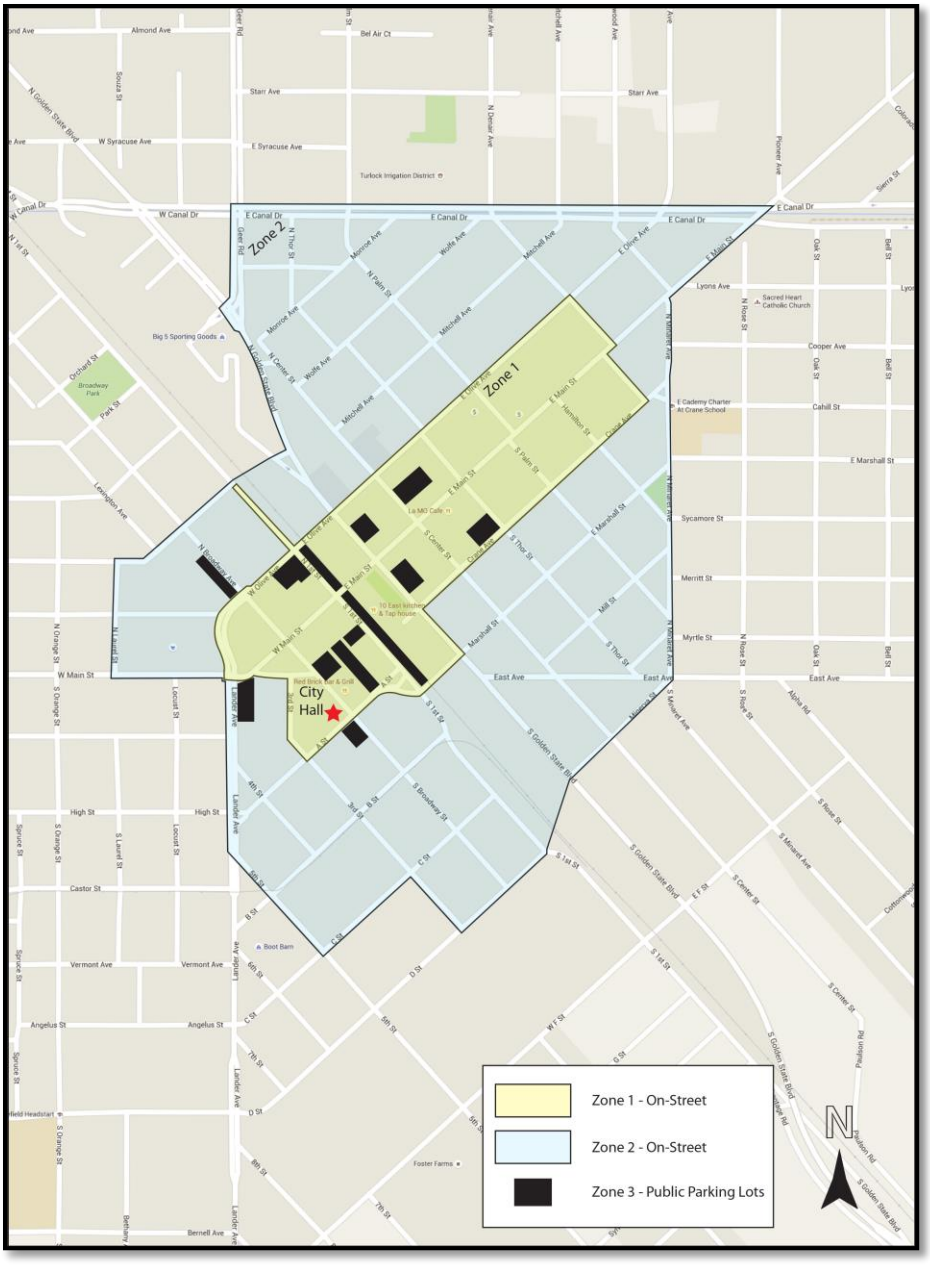
The City Council has developed and adopted a Parking Implementation Plan to identify the steps necessary to carry out the recommendations of this plan. The Implementation Plan should also be re-evaluated with the Management Plan to monitor the progress of implementing the recommendations, to identify barriers to implementation, and to add new action items and modify deadlines as needed.

1.1 Project Study Area

The Downtown area is a roughly 160-acre area with a core commercial area of approximately 90 acres with residential, civic and heavy commercial uses at the periphery. The project area is further categorized into three zones (illustrated in **Figure 1**):

- **Zone 1** – Core Downtown area where commercial activities are concentrated (Zone 1 is further divided into three Sub Areas for detailed analysis).
- **Zone 2** – Periphery of the downtown where residential neighborhoods are the majority of land use.
- **Zone 3** – Public parking lots operated and maintained by the City.

Figure 1: Project Area



2.0 EXISTING PARKING FACILITIES & POLICIES

In consultation with the City staff, TJKM and partnered data collection firm took inventory of the public parking spaces in the Downtown area, including any on-street and off-street spaces within the project area has been collected. A variety of parking types are found in the study area. This includes unmarked, 24-minute, one-hour, two-hour, four-hour, ADA-compliant, freight loading zone, passenger loading zone, and City-reserved spaces. The following details the parking inventory in the study area that the City currently accommodates.

2.1 PARKING FACILITIES

There are currently 3,872 public parking spaces in the study area and the breakdown is listed below:

- Zone 1 has 800 spaces
- Zone 2 has 2,549 spaces
- Zone 3 has 523 spaces

Table 1 breaks down types of parking and capacity for each zone. It shows that 85 percent of the total spaces are unmarked, 12 percent are signed two-hour, one percent four-hour, and one percent are ADA-compliant spaces. **Appendix A** provides inventory in details by zone and by block face. **Table 2** shows the inventory of the off-street (Zone 3) facilities. **Figure 2** illustrates locations of all public parking lots. Note that an official inventory of Zone 3 parking spaces provided by the City staff is used throughout the analysis.

Table 1: Inventory by Zone

Zone	Total	UNMARKED	24 MIN	1 HR	2 HR	4 HR	ADA	FLZ	PLZ	City
Zone 1	800	386	13	18	349	10	9	9	6	0
Zone 2	2,549	2,411	3	0	120	12	2	0	1	0
Zone 3	523	476	0	0	0	0	33	0	0	14
Total	**3,872**	**3,273**	**16**	**18**	**469**	**22**	**44**	**9**	**7**	**14**
Share		**85%**	**0%**	**0%**	**12%**	**1%**	**1%**	**0%**	**0%**	**0%**

Table 2: Inventory for Zone 3

Lot	Total	GENERAL	ADA	Electric	CLZ	City Vehicles	Reference from City			
							Total	General	ADA	City Vehicles
A	35	33	2	0	0	0	31	30	1	0
B	58	54	4	0	0	0	58	54	4	0
C	38	35	3	0	0	0	37	35	2	0
D	25	24	1	0	0	0	25	24	1	0
E	30	28	2	0	0	0	30	28	2	0
F	53	50	3	0	0	0	53	50	3	0
G	25	22	3	0	0	0	24	22	2	0
H	64	60	4	0	0	0	64	60	4	0
I	49	47	2	0	0	0	47	45	2	0
J	41	39	2	0	0	0	41	39	2	0
K	70	53	3	0	0	14	70	53	3	14
L	35	31	4	0	0	0	37	33	4	0
Total	**523**	**476**	**33**	**0**	**0**	**14**	**517**	**473**	**30**	**14**

Zone 1

As the core of the Downtown area, Zone 1 offers 800 on-street parking spaces with approximately 48 percent unmarked and 44 percent two-hour parking. Potential users include those who visit and work at the businesses, merchants, and restaurants in the Downtown area. Most of the off-street public parking lots (Zone 3) are located within the core Downtown area and are introduced below.

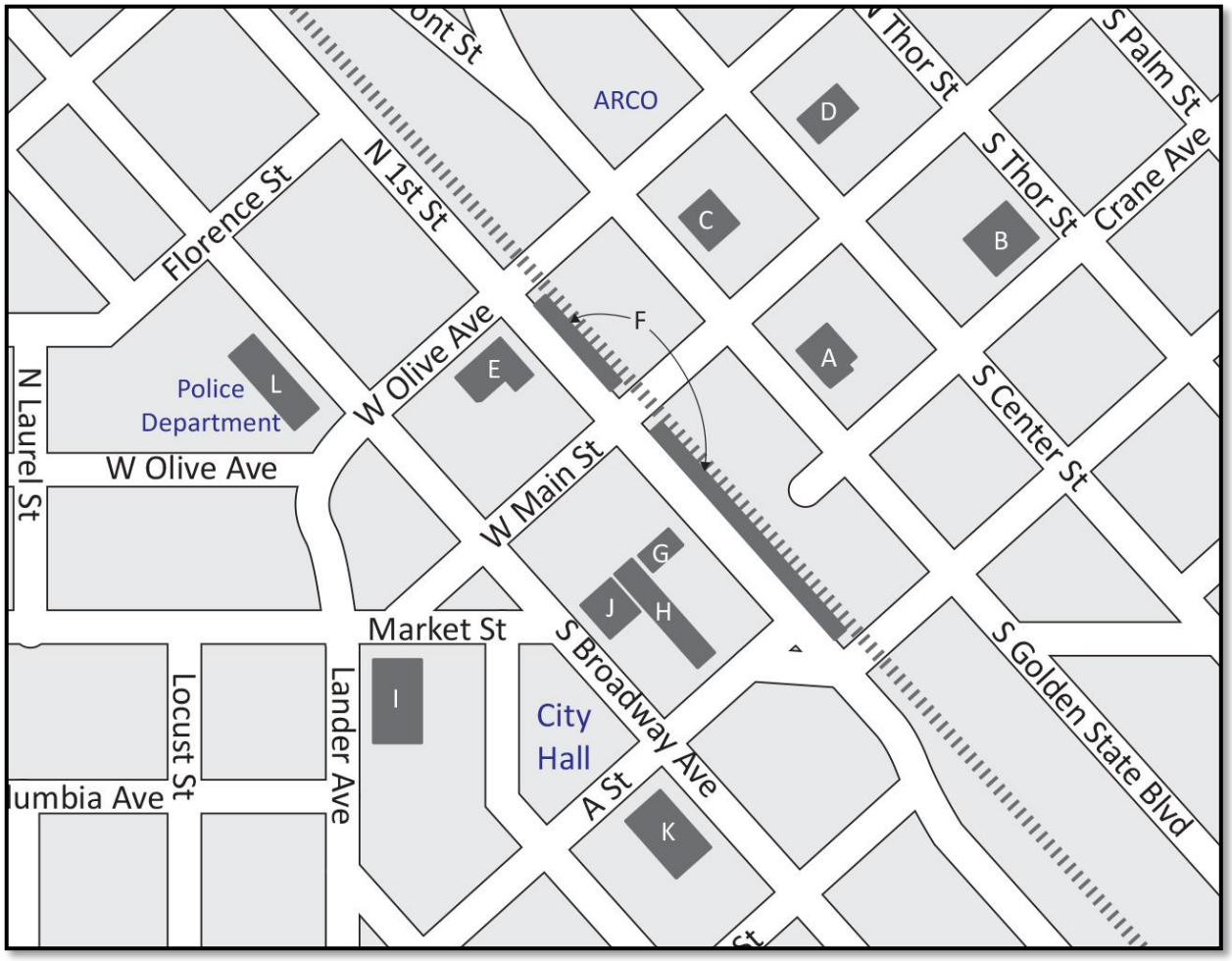
Zone 2

Zone 2 contains 2,549 spaces with nearly 95 percent of unmarked spaces. Zone 2 covers primarily residential units and several heavy commercial land uses.

Zone 3

Zone 3 consists of all public parking lots in the Downtown area. It provides 523 spaces in total, with 91 percent unmarked, six percent ADA-compliant, and three percent City-reserved spaces. Parking spaces in the newly constructed public safety facility are included as part of the inventory. Lot K, located across A Street from the City Hall, contains 14 spaces reserved for the City fleet.

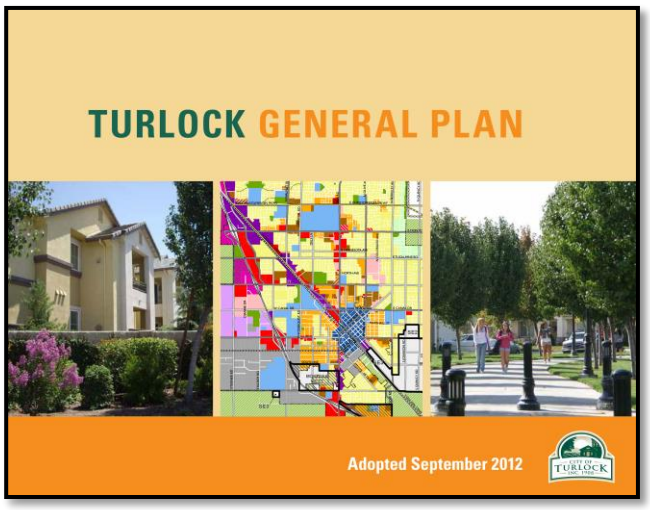
Figure 2: Public Parking Lot Locations



2.2 Parking Policies & Guidelines

There are the various policies and guidelines regarding parking adopted by the City of Turlock. These policies were considered in developing this Parking Management Plan. They are briefly summarized below:

General Plan



Adopted in 2012, the General Plan described the goals and guidelines for Turlock's long-term parking management and maintenance. It states the needs for parking analyses and plans, parking design guidelines for pedestrian and bicycle safety, and potential funding sources for improvements. The following summarizes some key guidelines any newly developed parking strategy and implementation plan shall take into account:

- Ensure adequate public parking supply for the Downtown area;
- Make efficient utilization of all existing parking facilities prior to exploring opportunities for increasing supply;
- Consideration of future parking demand for development;
- Facilitate storm water runoffs in parking lots; and
- Minimize conflict points between parking access and pedestrians/bicyclists, e.g., rear-accessed parking, pedestrian-oriented store frontage, designated walkways in parking lots.

The following are policies and guidelines critical to any parking strategies and plans developed in the future:

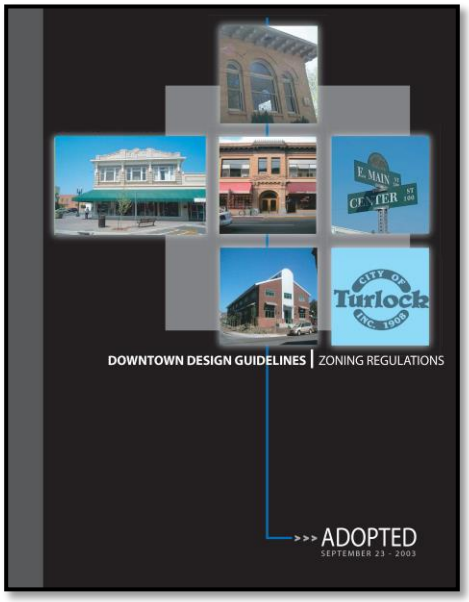
- **[2.4-b] Update the Downtown Zoning Overlay District and Design Guidelines**. Undertake a comprehensive update to the 2003 Downtown Zoning and Design guidelines to update uses and standards to respond to current economic needs and trends. Evaluate potential locations for an intermodal hub, public parking needs, design standards, and maximum densities.
- **[2.5-i] Housing downtown.** Create incentives to increase residential development Downtown, on infill sites and in existing buildings. Examples include:
  - Providing public subsidies for the development of affordable housing
  - Utilizing Historic Building Code where applicable to encourage development of the second floors in Downtown Turlock
  - Reducing on-site parking requirements
  - Updating the Capital Facility Fee program to more closely reflect the reduced contribution of walkable neighborhoods to the need for additional roadway and operational infrastructure (see Policy 5.3-k).
- **[3.1-l] Capital Facilities Fee Program**. Update the Capital Facilities Fee (CFF) to cover improvements and infrastructure that are used by residents and business citywide. The CFF shall include:
  - Major new transportation infrastructure such as arterials, expressways, railroad and highway overcrossings, and interchanges….
  - Downtown parking lots and structures

  - Park and ride facilities…
- **[5.2-ay]** Improve Downtown parking opportunities, as demand grows in the future, using the following strategies:
  - Examine rear or vacant lots and other under-utilized areas for off-street parking;
  - Consider utilization of the existing parking district mechanism to finance Downtown parking and related street landscaping improvements suggested in the Downtown Master Plan; and
  - Develop a projection of future parking need in Downtown and identify potential locations.
- **[6.3-l] Create "Pedestrian Priority Areas."** Improve….Clearly demarcated pedestrian walkways through surface parking lots when these are located in between the sidewalk and store entrance…
- **[6.4-f] On-site storm water management.** Facilitate groundwater recharge and natural hydrological processes by allowing storm water to infiltrate….These may include provisions for best practices including "Rain gardens" or bio retention areas in yards, parks, and parking lots…
- **[6.7-i] Public orientation of development**…"Dead" uses, such as storage, parking lots, garages, …should be located away from public streets and off-site view.

1992 Downtown Master Plan

"The 1992 Downtown Master Plan offered a comprehensive urban design, parking-landscape framework, and a funding mechanism for implementation. It helped to identify infrastructure and beautification improvements for Downtown Turlock, which were implemented successfully and are responsible for many positive aspects of Downtown's environment today."

2003 Downtown Design Guidelines and Zoning Regulations



The Downtown Design Guidelines and Zoning Regulations established guidelines and standards that "provide land use, physical design details and guidelines necessary to guide future Downtown investments."

- The following lists critical guidelines and regulations for the City to incorporate in any Downtown parking improvement or expansion plans.
- **[1.5.1 e]** "The City shall update the parking study completed as a part of the Turlock Downtown Master Plan and determine the appropriate mechanisms necessary to ensure adequate and accessible parking in and around the Downtown Core."
- **[1.5.5 e]** "Parking areas shall be concentrated toward the rear of the building. Signage shall be provided to direct autos toward the rear of the building." –
- Parking requirements and development standards are detailed in Chapter 2: Zoning.
- **[9-4-101]** "The design and look of the Core communicates the historic character of the City through the use of architecture and streetscape design."
- Chapter 3 detailed standards and guidelines in regard to lighting, signage, parking and circulation, parking lot area planting, etc. For example,
  - **[3.1.10]** Signs play an important role in the success of any business by providing identification and necessary advertising. When signs are integrated into the building design, they provide a personal quality that contributes to the ambiance of the Downtown

Core and streetscape, especially the more unique signs. Conversely, signs may intrude upon pleasant surroundings when they are applied as an afterthought. These guidelines are intended to balance the legitimate advertising needs of businesses with the need to prevent visual clutter…

- **[3.1.11]** Lighting: Effective lighting provides safety and direction for vehicles and pedestrians, visibility and security for businesses, while enhancing architectural and landscape details. These guidelines apply to on-site lighting for buildings, parking areas, landscaping and area lighting. Light types could include pole lights, spotlighting, wall-mounted sconces, parking and landscape lighting.
- **[3.1A.18]** details parking lot design and regulations for the Downtown Core district to ensure attractiveness and functionality.
- **[3.2.16 through 3.2.18]** provides detailed requirements and design standards for parking lot design in the Transitional Commercial district.

Capital Facilities Fee Nexus Study Update

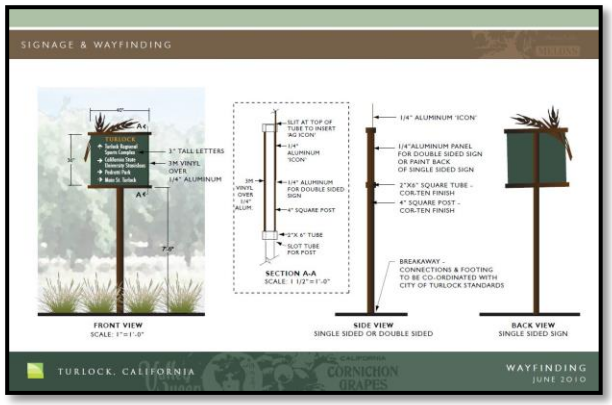
A comprehensive analysis has been completed that guides the City in allocating impact fees and other available funds to various facility and infrastructure development plans. This includes a three million dollar allocation for parking studies and facilities.

Turlock Municipal Code

The Turlock Municipal Code plays an important role in setting city ordinances and zoning regulations for development within the City. Parking relevant regulations are covered comprehensively in the Code, including parking space and lot design standards, parking zones and permits, parking enforcement, and other administrative matters. For example, Chapter 4-6 Article 1 details regulations and application procedures on the existing Residential Permit Parking Zones; and, Chapter 4-14 Article 3 summarizes ordinances related to private and public parking lot enforcement. These regulations come in handy for the City staff in reviewing and developing respective parking strategies and action plans.

2010 Landscaping and Signage Plan

The Turlock Beautification Master Plan (Landscaping and Signage Plan) was adopted in 2010. It is a tool to aid City's efforts to enhance its visual image and appearance and to establish a unified City identity. The Plan details categories of design standards, including street tree options, median landscaping, median signage design, and wayfinding sign design.



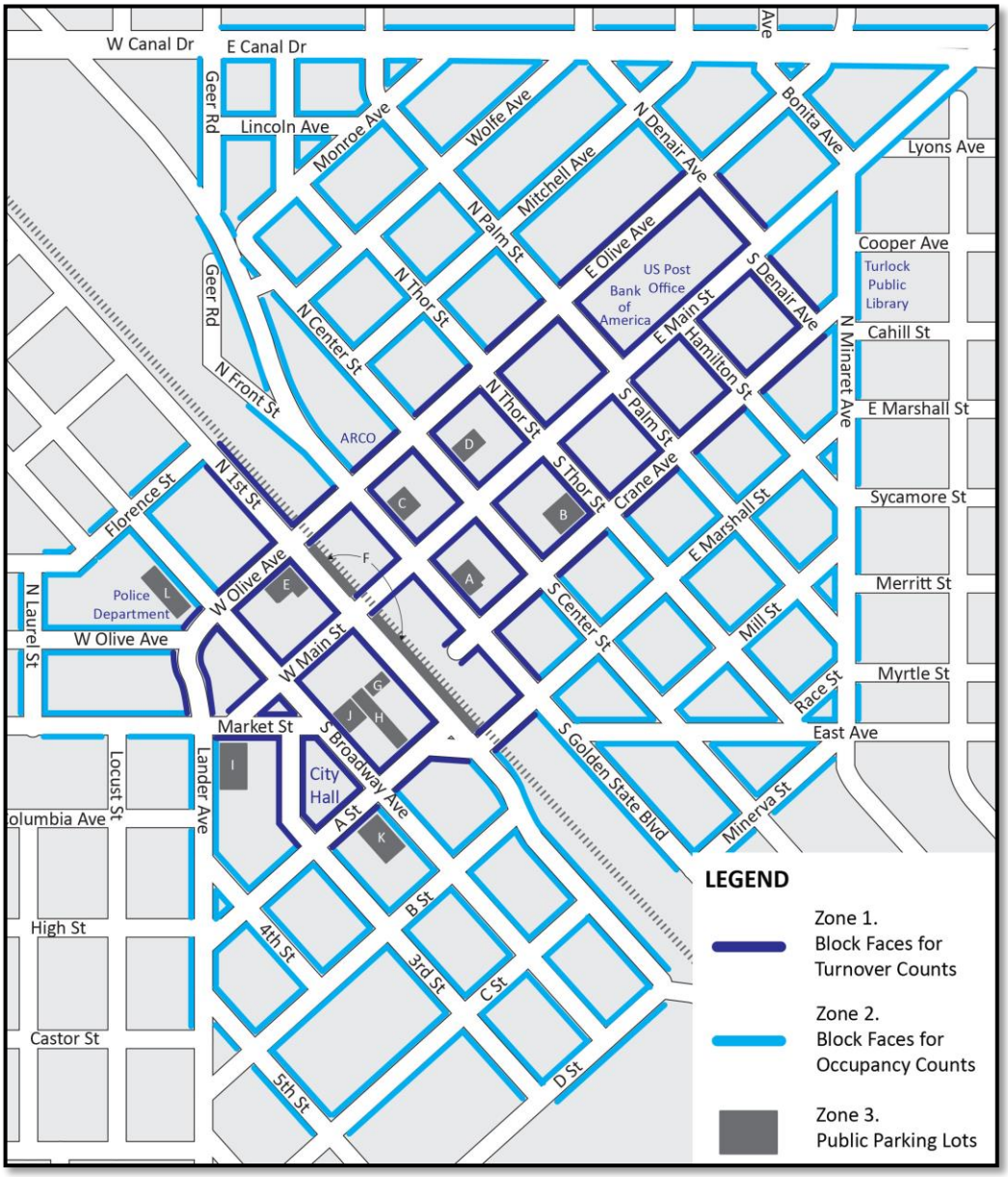
3.0 EXISTING CONDITIONS

In order to properly assess the existing parking demand, extensive occupancy and turnover data was collected on a weekday and a Saturday, under normal weather conditions and with schools in session. Occupancy measures which stalls were in use at the survey time, while turnover surveys how long vehicles were parked by recording the last four digits of their license plates. All counts were taken in multiple hours of the days as necessary to represent a full day parking condition:

- Weekday: 9:00 a.m., 10:00 a.m., 3:00 p.m., and 4:00 p.m.
- Saturday: 7:00 p.m., 8:00 p.m., 9:00 p.m., and 10:00 p.m.

Figure 3 illustrates the study area and the types of data collected.

Figure 3: Study Limits



3.1 Parking Occupancy

Table 3 summarizes parking counts and percent occupancy for each Zone at every hour of the data collection. The total average of the Downtown parking occupancy was 28 percent during daytime on the weekday, and 29 percent on the Saturday after 7:00 p.m. The result suggests that adequate parking supply is provided to accommodate parking demand. Detailed occupancy counts and percent occupancy by zone and by block face are provided in Appendix B.

Table 3: Occupancy Summary

Weekday	Supply	Average	9:00 AM		10:00 AM		3:00 PM		4:00 PM	
		Occupancy	Counts	%	Counts	%	Counts	%	Counts	%
Zone 1	800	43%	301	38%	375	47%	358	45%	343	43%
Zone 2	2,549	20%	473	19%	499	20%	509	20%	509	20%
Zone 3	523	46%	259	50%	256	49%	239	46%	214	41%
Total or Average	**3,872**	**28%**	**1,033**	**27%**	**1,130**	**29%**	**1,106**	**29%**	**1,066**	**28%**
Saturday	**Supply**	**Average**	**7:00 PM**		**8:00 PM**		**9:00 PM**		**10:00 PM**	
		Occupancy	**Counts**	**%**	**Counts**	**%**	**Counts**	**%**	**Counts**	**%**
Zone 1	800	29%	238	30%	250	31%	236	30%	202	25%
Zone 2	-	-	-	-	-	-	-	-	-	-
Zone 3	523	29%	119	23%	156	30%	151	29%	173	33%
Total or Average	**1,323**	**29%**	**357**	**27%**	**406**	**31%**	**387**	**29%**	**375**	**28%**

Zone 1

The average occupancy of Zone 1 was 43 percent during daytime on the weekday. The maximum percentage observed reached 47 percent at 10:00 a.m., declining in the afternoon. The average occupancy on a Saturday was 29 percent; nearly 560 spaces were available during this period of time.

Zone 2

A 20 percent average occupancy was observed during daytime on the weekday. The parking demand in Zone 2 did not vary much from the 20 percent average.

Zone 3

On average, 46 percent of the parking spaces were utilized during daytime on the weekday, peaking at 9:00 a.m. with 50 percent of occupancy. On the Saturday, occupancy resembled Zone 1, of which 29 percent average occupancy was observed.

Figure 4 to Figure 11 illustrates parking occupancy graphically for each day and hour of data collection.

Figure 4: Parking Occupancy – Weekday 9:00 a.m.

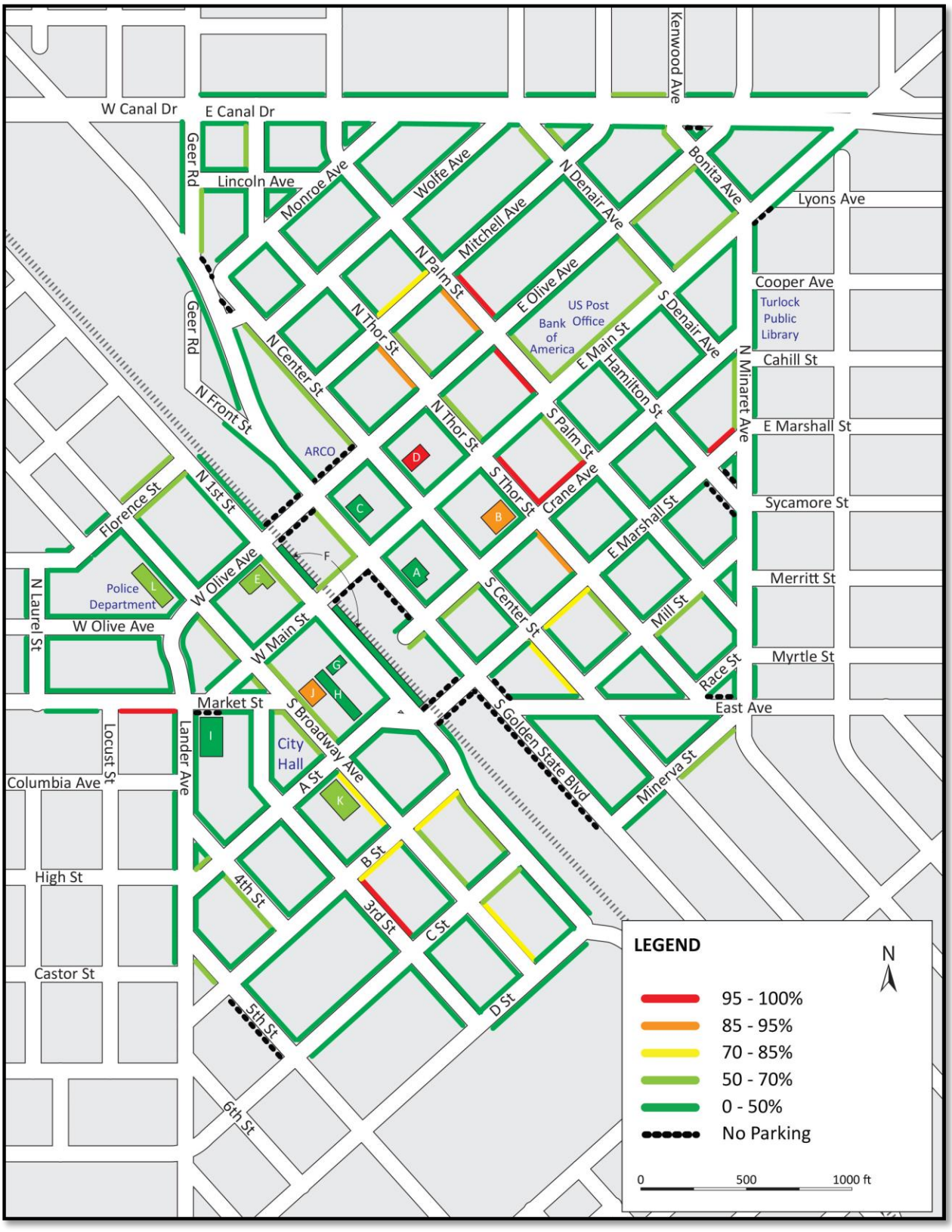


Figure 5: Parking Occupancy – Weekday 10:00 a.m.

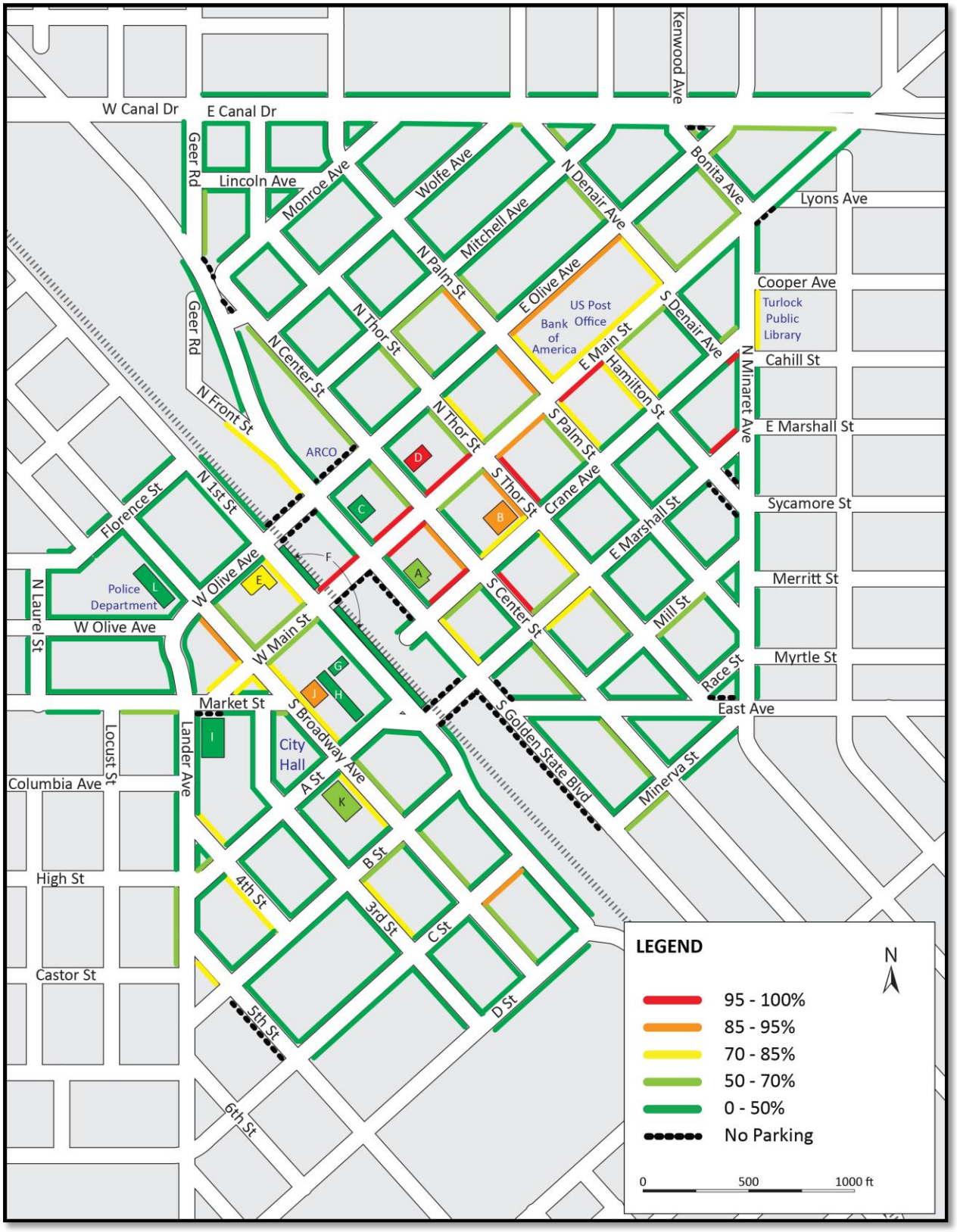


Figure 6: Parking Occupancy – Weekday 3:00 p.m.

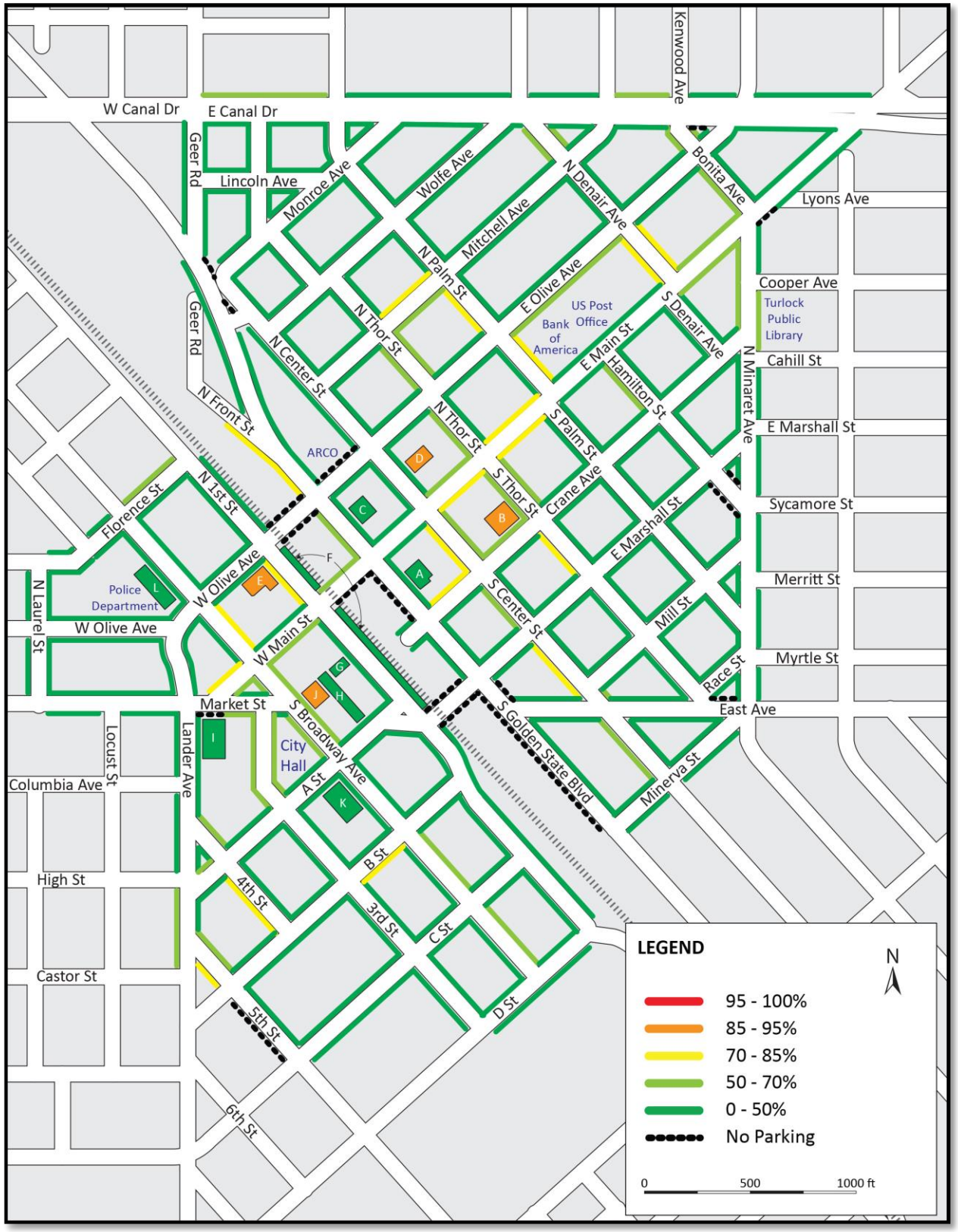


Figure 7: Parking Occupancy – Weekday 4:00 p.m.

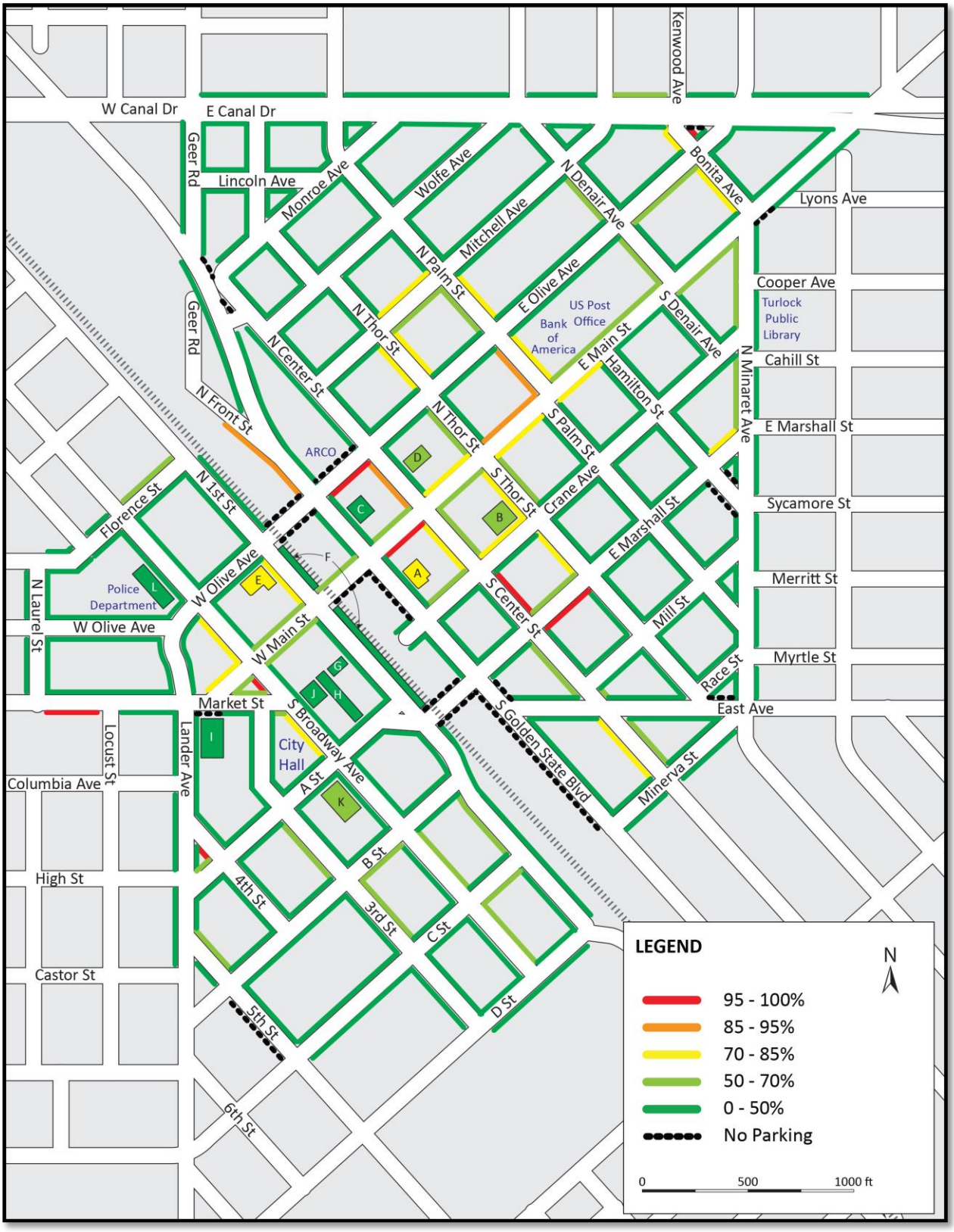


Figure 8: Parking Occupancy – Saturday 7:00 p.m.

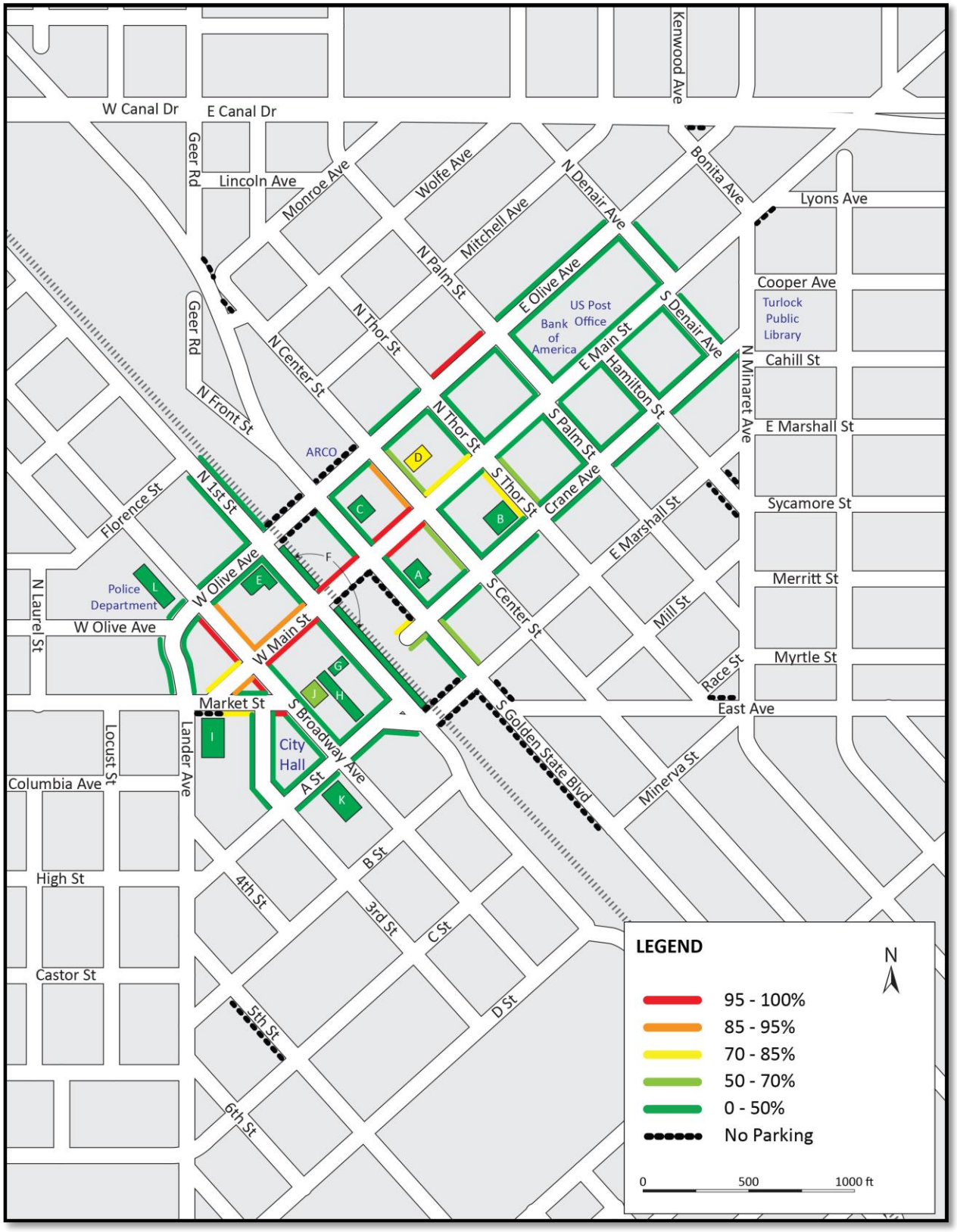


Figure 9: Parking Occupancy – Saturday 8:00 p.m.

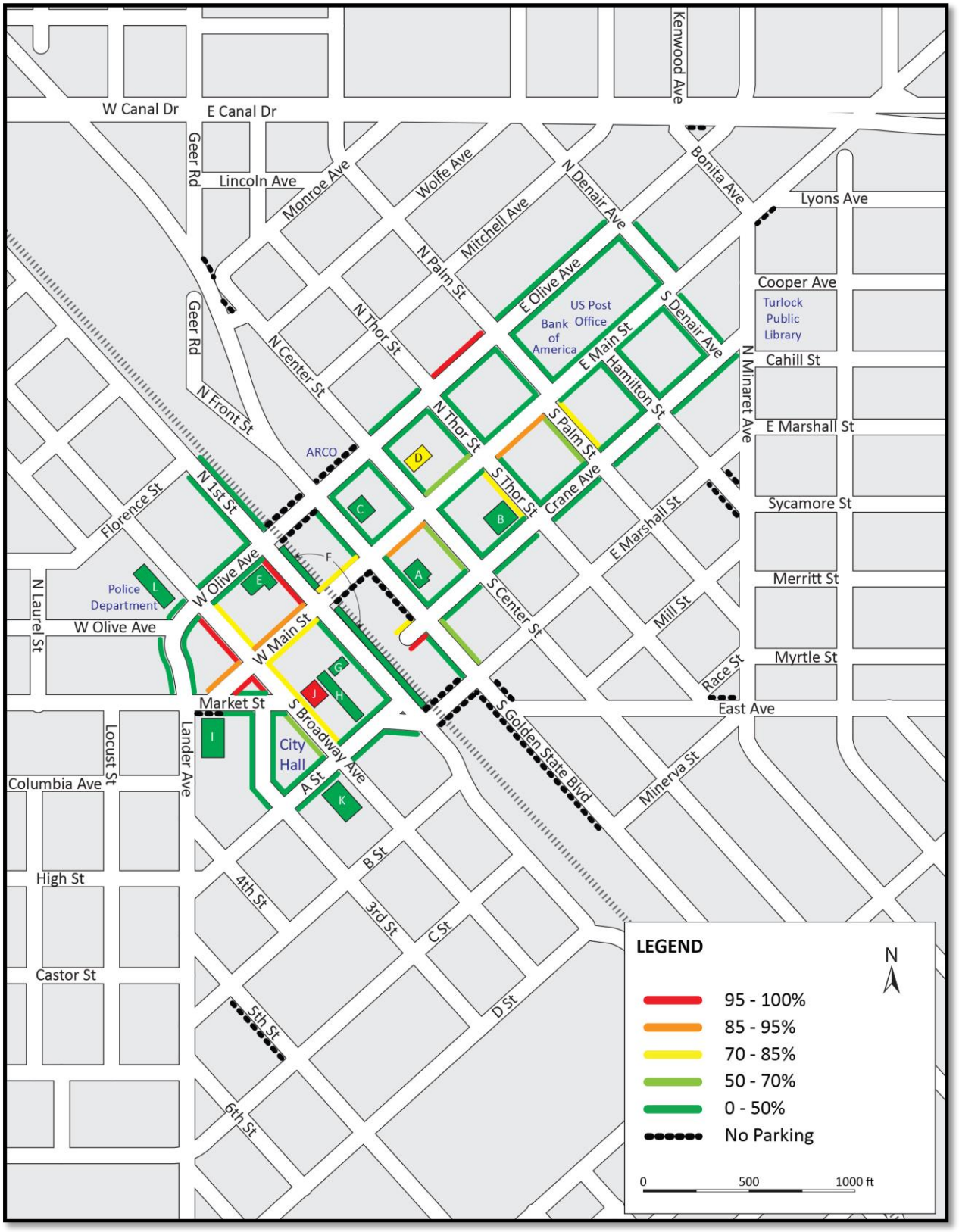


Figure 10: Parking Occupancy – Saturday 9:00 p.m.

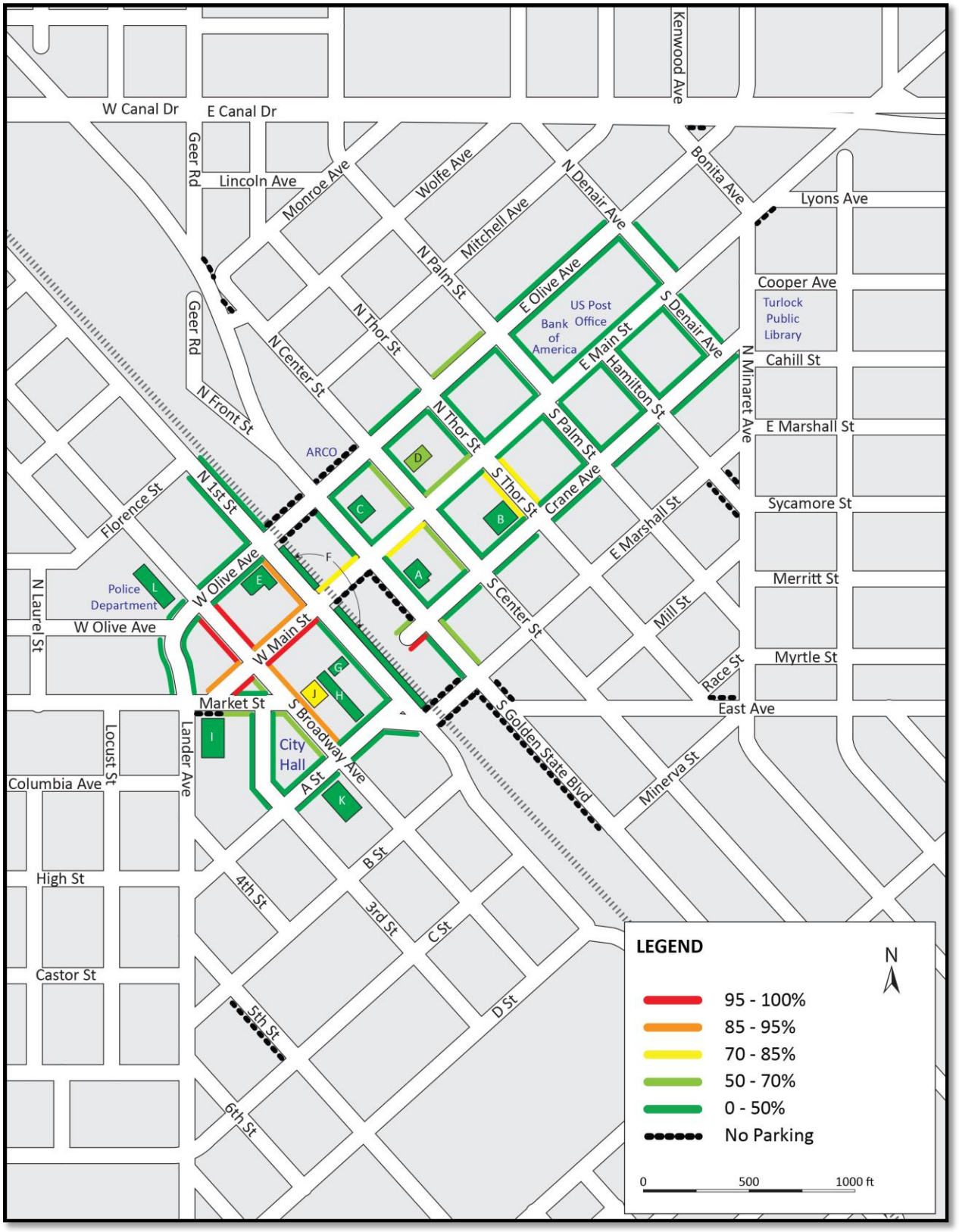
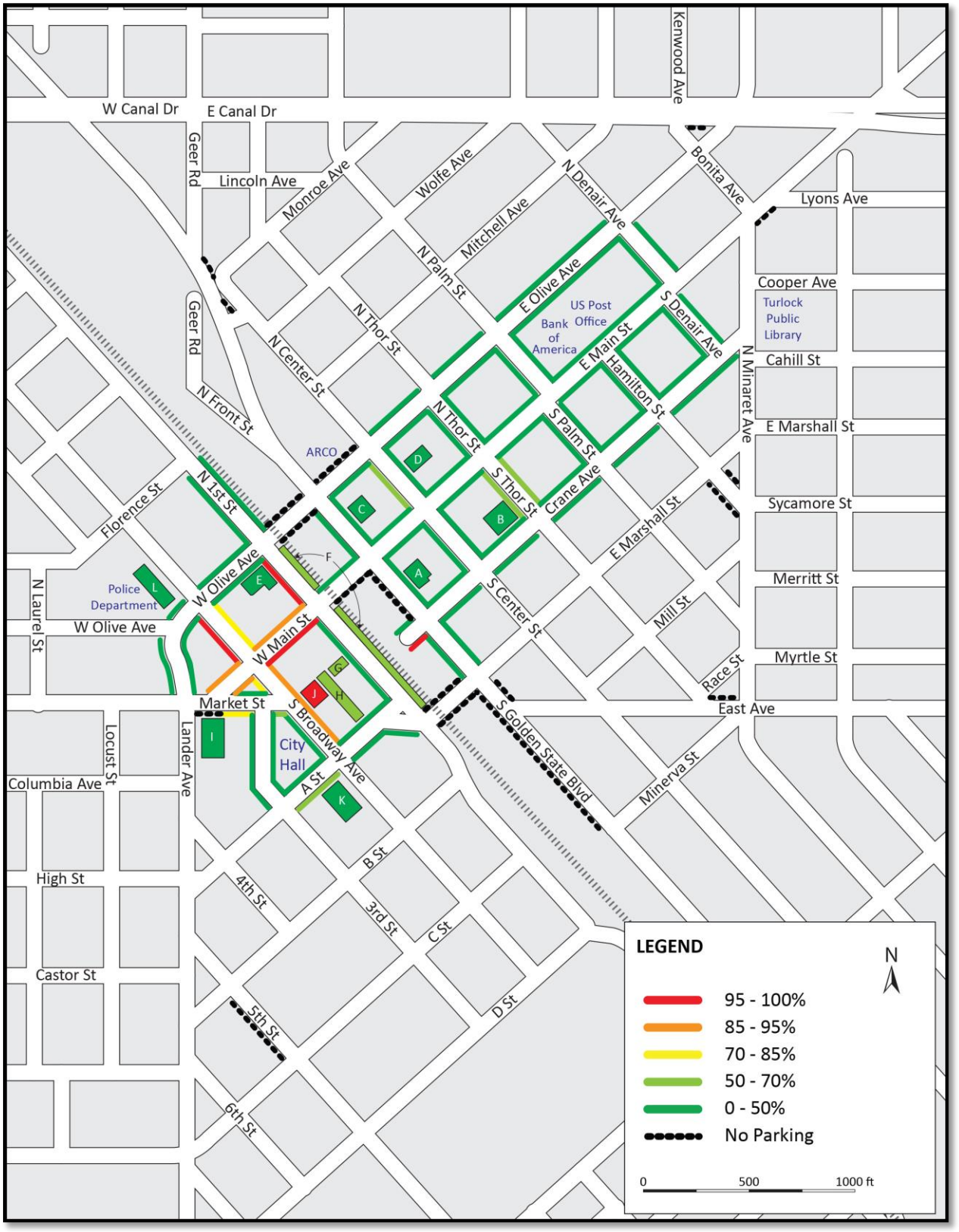


Figure 11: Parking Occupancy – Saturday 10:00 p.m.



3.2 Parking Duration

An evaluation of parking duration was focused on Zone 1, where the commercial land uses cluster. The purpose of a duration analysis was to capture parking turnover of each block to better understand at which specific locations did parking duration exceeded the posted parking time limits.

For the duration analysis, Zone 1 was further divided into Sub Area 1, 2, and 3 for breakdown calculations, shown in **Figure 12**.

Assumptions

The team considered six-hour and above as long-duration parking in the evaluation. Zone 1 accounts for 74 percent of two-hour and 45 percent of four-hour parking stalls of all Zones. Zone 2 and 3 were excluded from the analysis because most spaces are not time-restricted in the two Zones.

Key Findings

70 vehicles were found parked for at least six hours in Sub Area 1. Out of the 70 vehicles, 39 were parked for more than eight hours. In Sub Area 2 and 3, long-duration parking conditions are less severe than that of in Sub Area 1. Long-duration parking in Sub Area 2 and 3 accounted for 15 and 13 percent, respectively, of the parking spaces.

As a result, 138 of 800 (approximately 17 percent) parking spaces in Zone 1 were occupied for more than six hours on the day of data collection.

Table 4: Summary of Long-duration Parking in Zone 1

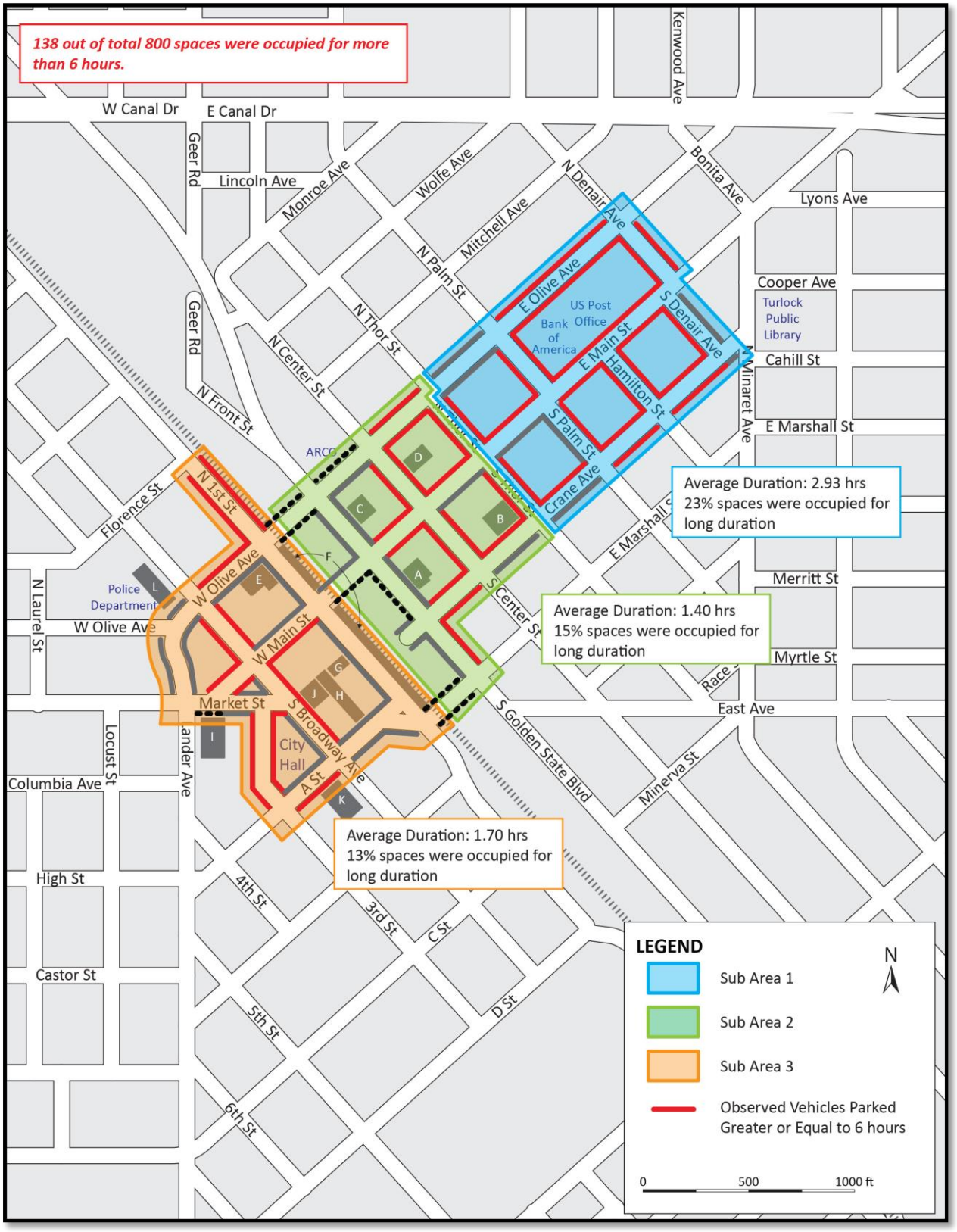
Sub Area	% Long-term Parking	Inventory	# of Total Long-term Parking	6 hours Duration	7 hours Duration	8 hours Duration	Average Duration
Sub Area 1	23%	311	70	2	29	39	2.93
Sub Area 2	15%	209	32	6	13	13	1.40
Sub Area 3	13%	280	36	8	14	14	1.70
Total	**17%**	**800**	**138**	**16**	**56**	**66**	**2.01**

3.3 Conclusions

Based on the key findings from the data collection, and occupancy and duration analysis, it concludes that the Downtown area provides adequate parking supply in comparison to the existing demand. However, observed long-duration parking suggests that a better utilization and management of the parking spaces are critical for the City to consider as part of its long-term parking strategies. Several key points are listed as follows.

- Data reflects the vibrant activities of Downtown;
- Low turnover/high duration parking conditions were observed on Main Street, Olive Avenue, Center Street and Broadway Avenue (in which parking time limits are signed two-hour parking); and
- Public parking lots (Zone 3) are generally underutilized.

Figure 12: Parking Duration – Long-duration Parking in Zone 1



4.0 PUBLIC OUTREACH

This section summarizes public outreach efforts accomplished by the City in collaboration with TJKM. It was intended to gain valuable feedback and suggestions from the community. Contents of public outreach include a pre-data collection community meeting, a dedicated online survey for the project, a project website, and a post-data analysis community meeting to convey parking analysis results to the public, as well as to receive more concerns and feedback from the participants. A Parking Advisory Group (PAG) was formed with stakeholder groups including City staff from the Planning, Engineering, Police, Park and Public Facilities Divisions, as well as a member of the Downtown Property Owner's Association, the Chamber of Commerce, and the Planning Commission. The PAG held several technical meetings during the project to ensure consensus among the stakeholders and that the community interests were taken into account at the meetings.

4.1 PROJECT WEBSITE

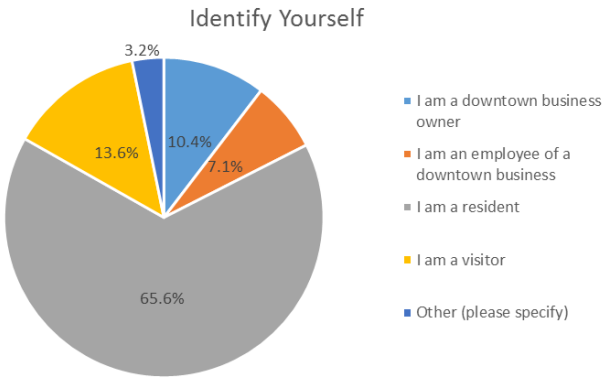
In consultation with the City staff, the TJKM team created a project website to keep the public informed with the latest updates to the project. The website, shown in **Figure 13**, provides information on the project background, the elements of analysis, project progress, community engagement, community meeting schedule and agenda, City staff contact information, and the link to the online survey.

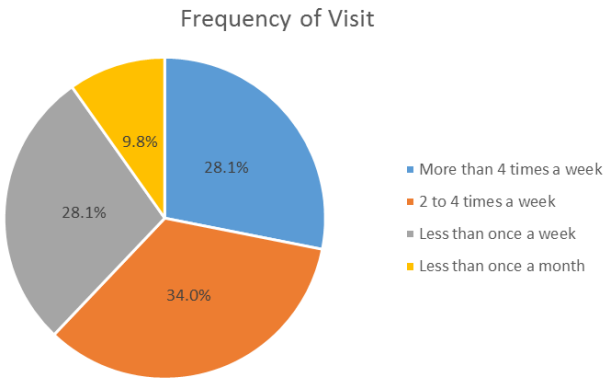
Figure 13: Project Website

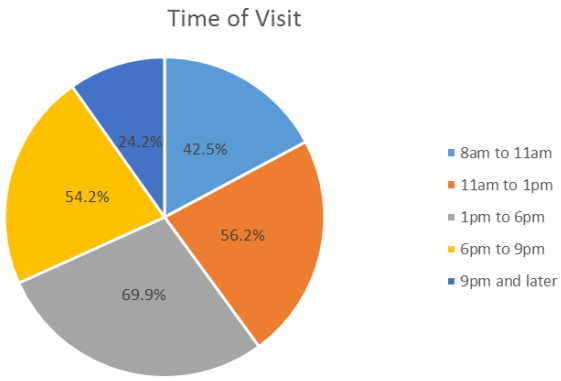
4.2 Online Survey

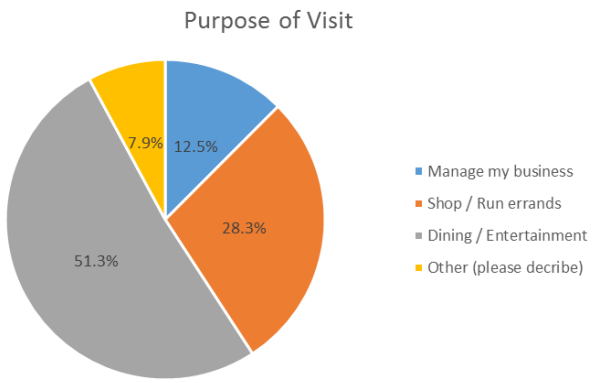
An online survey was conducted to capture any perspective from the public towards parking conditions in the Downtown. Questions included self-identification, frequency of visiting the Downtown, etc.

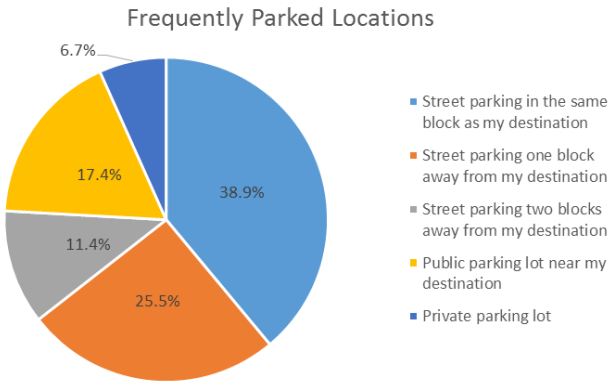
By the end of May 2016, 157 responses were collected. The following charts summarize key results from the online survey that are relevant in determining parking solutions and developing the PMP.

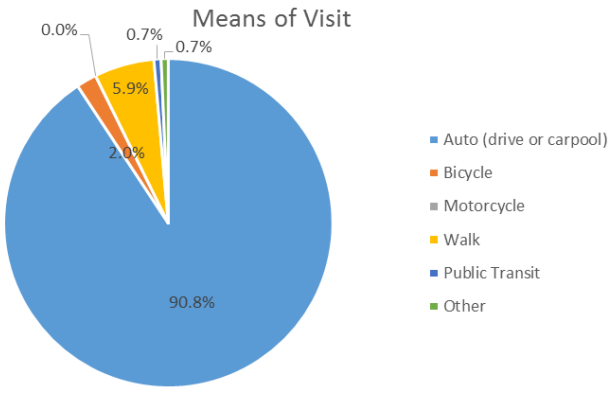


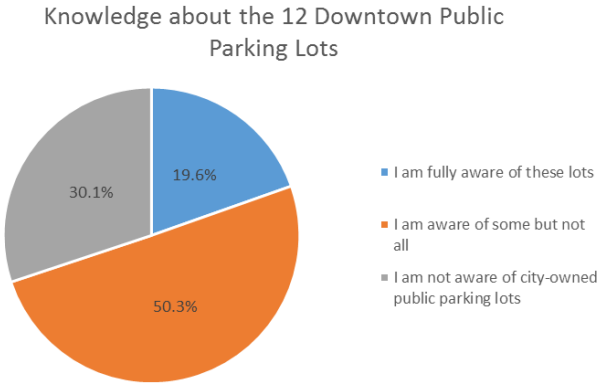


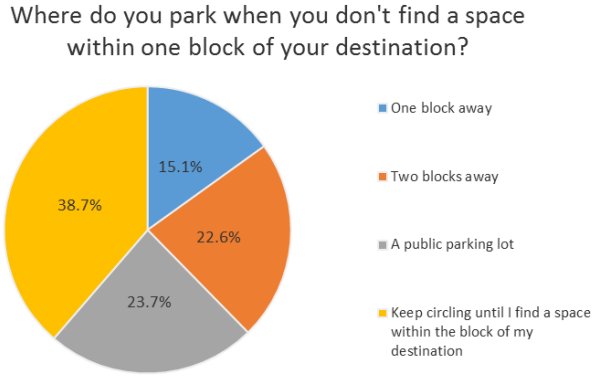


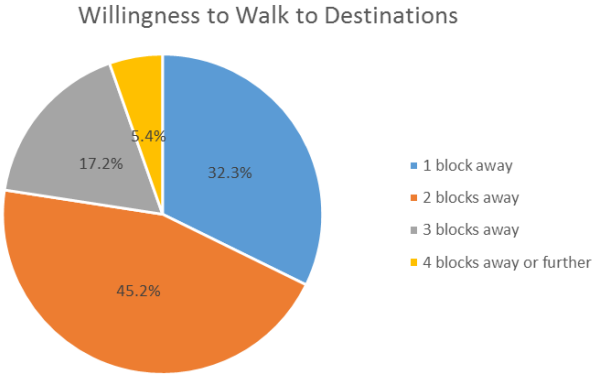


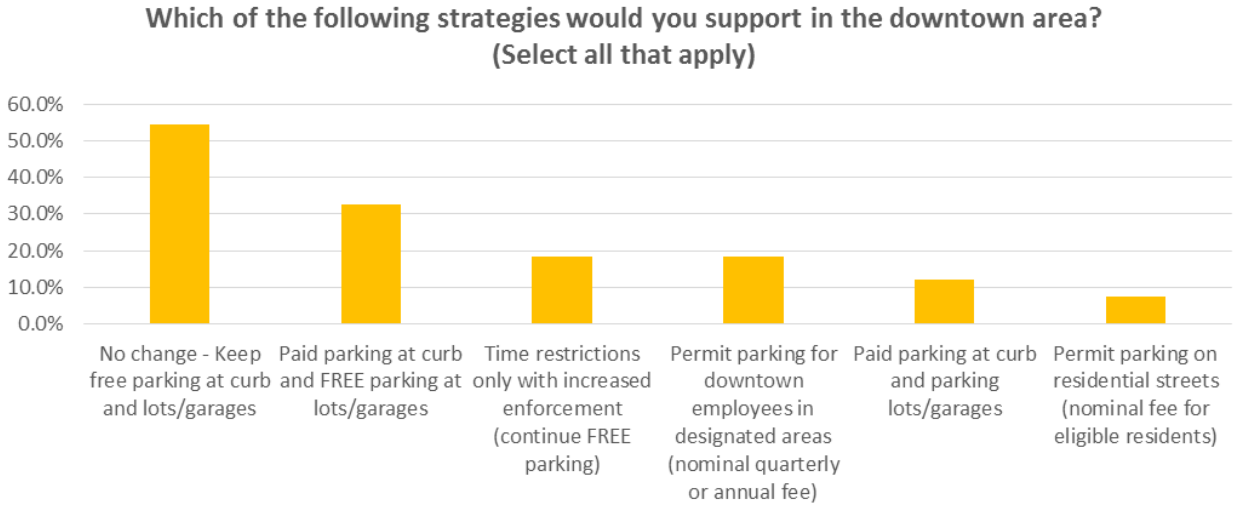


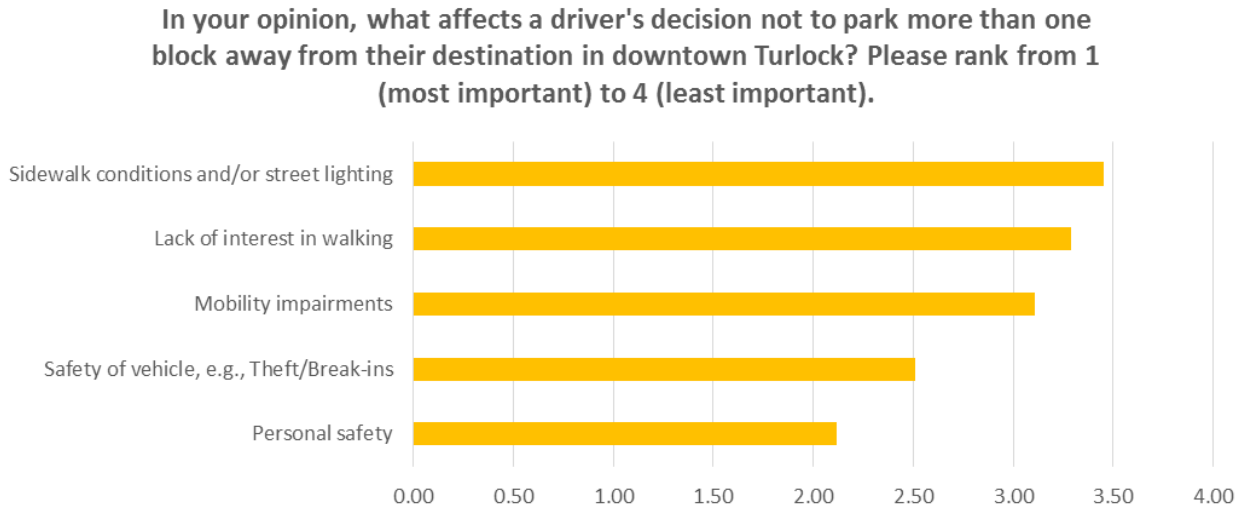



Knowledge about the 12 Downtown Public Parking Lots
19.6%
50.3%
30.1%
I am fully aware of these lots
I am aware of some but not all
I am not aware of city-owned public parking lots


Where do you park when you don't find a space within one block of your destination?
15.1%
22.6%
23.7%
38.7%
One block away
Two blocks away
A public parking lot
Keep circling until I find a space within the block of my destination


Willingness to Walk to Destinations
32.3%
45.2%
17.2%
5.4%
1 block away
2 blocks away
3 blocks away
4 blocks away or further


Which of the following strategies would you support in the downtown area? (Select all that apply)
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
No change - Keep free parking at curb and lots/garages
Paid parking at curb and FREE parking at lots/garages
Time restrictions only with increased enforcement (continue FREE parking)
Permit parking for downtown employees in designated areas (nominal quarterly or annual fee)
Paid parking at curb and parking lots/garages
Permit parking on residential streets (nominal fee for eligible residents)



4.3 Community Meetings

Two public meetings have been held for the project. The first community meeting (pre-data collection) was held in February 2016 at the City Hall Council Chambers to receive insights from the residents, businesses and employees. At the meeting, the attendees learned more about the project and shared their parking experiences, concerns and suggestions. The feedback received at this meeting was used to decide when data collection should be done and provided valuable input for the development of the plan.

The second meeting was held in May 2016 (post-data analysis) at the same venue. At this meeting, the TJKM team presented results, findings, and preliminary recommendations to the community, as well as received insights and suggestions based on the presentation, prior to beginning the draft plan.

4.4 Joint City Council and Planning Commission Meeting

The project was also presented at a Joint City Council and Planning Commission Meeting in June 2016 to gather feedback from these two bodies, as well as the community on preliminary findings and recommendations. The Council members and commissioners were concerned with the reasons for long-term vehicle occupancies in the Downtown core area and plausible ways to address the lack of enforcement. Staff was directed at this meeting to create an implementation plan that would identify timelines for carrying out the recommendations contained in this plan.

4.4 Public Outreach Conclusions

The results of the online survey provided critical knowledge on how the community and local businesses view parking conditions in the Downtown area.

Out of the 157 responses, 66 percent are Turlock residents, 14 percent are visitors, and 10 percent are local business owner. More than 50 percent of the responses claim that dining and entertainment are their main purpose of visiting the Downtown area. Approximately 40 percent of the responses claim that they are able to find an on-street parking space within the block of their destinations; yet 35 percent of the responses usually found parking spaces one block away from their destinations. Interestingly, 39 percent of the people answer that, if no space is available, they would circle around the block of their destinations until a space becomes available. This justifies the need for improving people's willingness to walk.

In the survey it also asks about people's awareness of the public parking lots. Only 20 percent of the respondents were familiar with all 12 public parking lots, 30 percent of the people were not aware of any City-owned parking lots; the remaining 50 percent of the respondents knew about some but not all of the City-owned parking lots. Incorporating this with the occupancy analysis shows that a lack of branding and advertising public parking lots could be the reason for the low occupancy of Zone 3 parking because people do not know these lots are available.

The survey also asked what affects a driver's decision not to park more than one block away from their destination. This question was designed to try to understand what the City could do to improve people's willingness to walk. Sidewalk conditions and inadequate street lighting were the number one reason cited for people not wanting to walk, followed by "lack of interest in walking."

There were several concerns voiced repeatedly by the residents, business owners and other stakeholder groups at the community meeting. These concerns included the feasibility, funding and timeline of building a parking garage in the Downtown area, the cause of long-duration parking, and the consideration of other modes of transportation.

The feedback and suggestions from the online survey and the two community meetings are fully incorporated in developing parking strategies and recommendations.

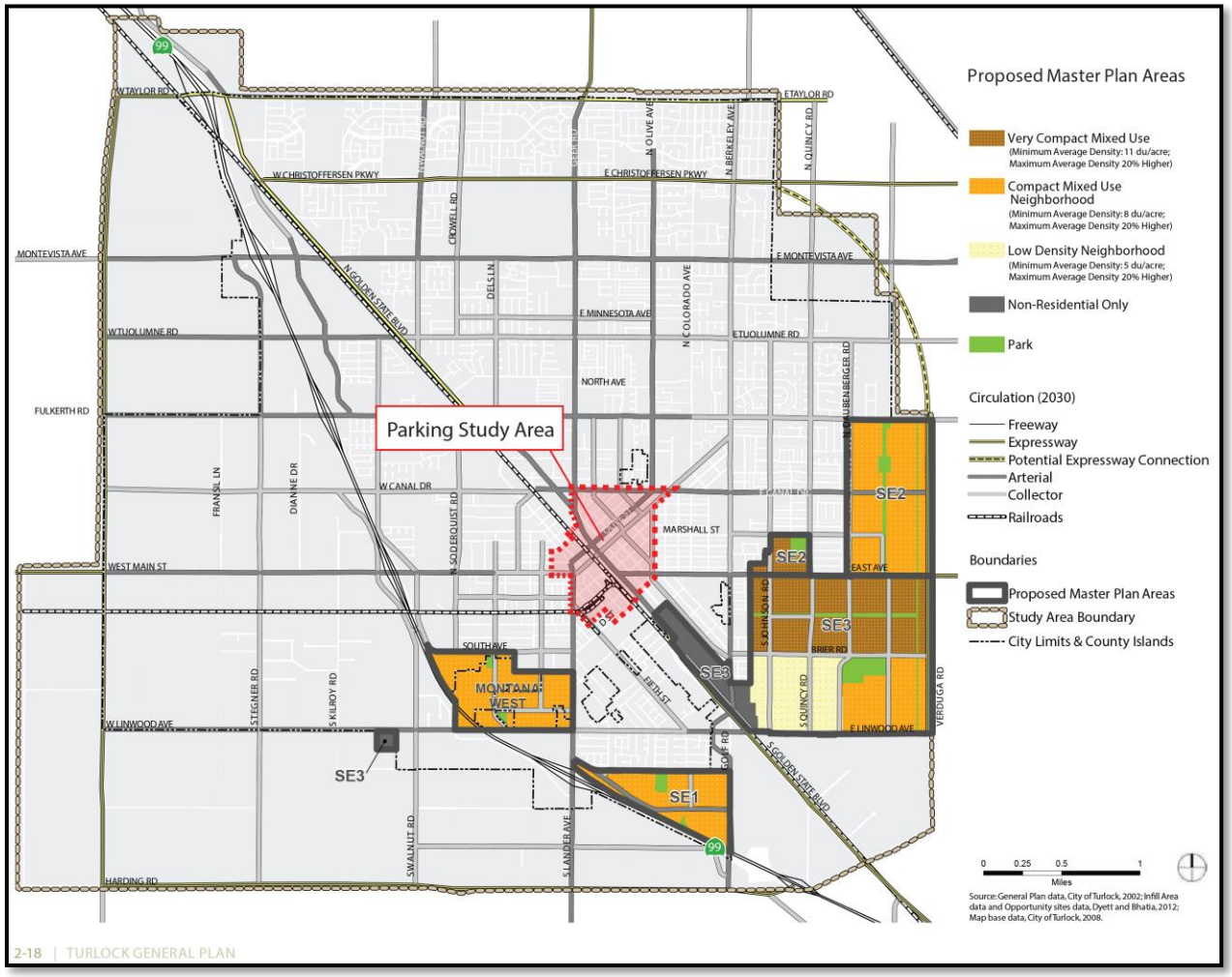
5.0 FUTURE PARKING DEMAND

Understanding how future growth will impact parking demand is essential for the City's long-term parking plan and strategy development. There are several factors driving parking demand – population growth, improving employment base, growth in vehicle ownership, urbanization, City's facility development, etc. This chapter discusses potential parking needs through year 2032 by Zone and the study area as a whole.

5.1 Assumptions and Methodology

The future parking demand is calculated based on the 2030 growth projections used in the adopted 2012 General Plan. The General Plan also details existing growth management and master planning strategies from which the projected growth rate was built upon. **Figure 14** illustrates proposed master plan areas and land uses of which the projection was based upon. There are several factors that can impact parking demand. Population growth and employment growth are two of the major factors and are the factors used in this study to predict the future parking demand growth.

Figure 14: Proposed Master Plan Areas



Source: Turlock General Plan

The existing peak hour occupancy became the baseline of the analysis. The analysis used 85 percent peak occupancy, a standard industry benchmark, as a desirable upper limit for a healthy and balanced parking

utilization. When peak occupancies reach 80 percent, the City could consider implementing recommendations to increase parking supply.

Population Growth

According to the General Plan, Turlock is estimated to gain at least 36,000 new residents, 51 percent growth, by 2030. This means a total of approximately 106,500 residents in 2030 is expected. The General Plan also suggested that the buildout condition in 2030 will be able to support 104,500 residents, which yielded a 1.9 percent average annual growth from 2008 to 2030.

Employment Growth

Turlock is estimated to gain between 17,200 and 35,000 new jobs by 2030. This gives, at midpoint, an approximate 4.3 percent annual growth, totaling up to about 54,000 jobs. This rate is higher than the County average. The buildout condition can support 51,000 jobs in 2030.

In order to obtain a conservative forecast, 4.3 percent was used in calculating future parking demand in the Downtown area.

5.2 Analysis

A linear growth of parking demand using the rate of 4.3 percent gives a total of 47 percent occupancy for the entire study area, Zones 1, 2, and 3, on regular weekdays in 2032. On weekends, average occupancy is projected to be 49 percent in Zone 1 and 3 combined. This is a 20 percent growth from the current level. Considering all three Zones as a whole, the Downtown area will not meet 65 percent until 2046, and will not meet the desired demand of 85 percent until 2062. However, by 2036, Zone 1 and 3 are projected to reach 80 and 86 percent, respectively, though Zone 2 remains low at 37 percent. As the General Plan stated, that the viability of the Downtown area depends on its ability to compete with nearby shopping complexes and other regional big-box stores. Maintaining the historic vibe and specialty stores are the key to bringing parking demand up to the projected level. The expansion of Downtown core area parking will then be needed to accommodate residents, employees, and visitors.

Table 5, 6 and 7 summarize demand forecast in 2030 and 2032, by Zone and Zone 1 Sub Area.

Table 5: Parking Demand Projections by Zone

Study Area		Supply	Parking Demand					
			2016		2030		2032	
			#	%	#	%	#	%
Weekday	Zone 1	800	376	47%	603	75%	635	79%
	Zone 2	2,549	510	20%	817	32%	861	34%
	Zone 3	523	262	50%	419	80%	442	84%
	Total	**3,872**	**1,084**	**28%**	**1,738**	**45%**	**1,832**	**47%**
Weekend	Zone 1	800	232	29%	372	47%	392	49%
	Zone 2	-	-	-	-	-	-	-
	Zone 3	523	152	29%	243	47%	256	49%
	Total	**1,323**	**384**	**29%**	**615**	**47%**	**648**	**49%**

By 2030, demand in Zone 3 is expected to grow by 30 percent, reaching the 80 percent threshold – a suggested time to consider increase supply such that 85 percent occupancy can be accommodated in the following five years. Expansion alternatives, including surface lots and multi-story parking garage, are discussed in 7.0 FUTURE PARKING FACILITIES EXPANSION of this report. Other highlights are as follows.

- Zone 1 is projected to reach 75 percent in 2030 and 80 percent in 2032;
- Zone 2 is projected to reach 32 percent in 2030 and 34 percent in 2032;
- Zone 3 is projected to reach 80 percent in 2030 and 84 percent in 2032;
- Sub Area 2, with Lot A, B, C, and D altogether, will grow to 82 percent in 2030 and 86 percent in 2032;
- Sub Area 2 in Zone 1 shows the highest occupancy (it will reach 80 percent by 2024).

Table 6: Parking Demand Projections: Zone 1 and Zone 3 (On-street Parking and Lots)

Zone 1		Supply	Parking Demand					
			2016		2030		2032 (Projected)	
			#	%	#	%	#	%
Weekday	Sub Area 1	311	152	49%	244	78%	257	83%
	Sub Area 2 + Lot A B C D	422	216	51%	346	82%	365	86%
	Sub Area 3 + Lot E F G H J	436	207	47%	332	76%	350	80%
Weekend	Sub Area 1	311	61	20%	98	31%	103	33%
	Sub Area 2 + Lot A B C D	422	177	42%	284	67%	299	71%
	Sub Area 3 + Lot E F G H J	436	141	32%	226	52%	238	55%

Table 7: Parking Demand Projections by Zone 1 Sub Area (On-street Parking Only)

Zone 1		Supply	Parking Demand					
			2016		2030		2032 (Projected)	
			#	%	#	%	#	%
Weekday	Sub Area 1	311	152	49%	244	78%	257	83%
	Sub Area 2	209	123	59%	197	94%	208	99%
	Sub Area 3	280	100	36%	160	57%	169	60%
Weekend	Sub Area 1	311	61	20%	98	31%	103	33%
	Sub Area 2	209	86	41%	138	66%	145	70%
	Sub Area 3	280	103	37%	165	59%	174	62%

Note:
Percent occupancy greater than or equal to 80 percent is highlighted in red; # - Occupancy counts; % - Percent occupancy.

6.0 RECOMMENDED STRATEGIES FOR IMPLEMENTATION

Based on the data analysis, field observations, public input, staff feedback and suggestions, and stakeholders interviews, the following recommendations and implementation plan has been developed.

6.1 NEAR-TERM IMPROVEMENTS

The following are the improvement measures recommended for implementing in the immediate near-term (0-3 years) to improve the availability and efficiency of parking operations:

6.1.1 Physical Improvements

Walkability is often assessed to determine whether off-site parking facilities can be efficiently utilized in an urban area. The public feedback also suggested that pedestrian accessibility and safety was perceived to be one critical factor affecting people's willingness to park their vehicles out of sight and walk to their destinations. Survey respondents cited sidewalk conditions and street lighting as the number one factor effecting a driver's decision to not park and walk more than one block to their destination.

There are various physical improvements that can be installed to address these concerns. They include the following:

- Sidewalk improvements
- Street lighting
- Street trees
- Wheelchair ramps
- High visibility crosswalks
- Parking lot lighting
- Parking lot landscaping
- Pedestrian-oriented store frontages

Source: Google Maps

Recommended location for streetscaping improvements

These measures will continue the implementation of the Turlock General Plan and the City's 2003 Downtown Design Guidelines and Zoning Regulations to make Downtown aesthetically appealing, safe and accessible, with improved streetscapes and parking lots.

Pros

- In alignment with City's vision of Downtown
- Supported by existing design guidelines
- Increases people's willingness to park and walk

Cons

- Significant capital expenditures
- No immediate effects due to long construction timeline compared to other measures

Recommendations

- Improve east-west crosswalks on Golden State Boulevard.
- Improve store frontage and lighting on side streets, e.g., First Street, Thor Street just out of the core Downtown (Zone 1).
- Explore planned beautification projects and funding source.
- Refer to streetscaping and overall Downtown design standards and regulations.

6.1.2 Parking Time Limits

The City's parking time restrictions are intended to make efficient utilization of the existing parking supply to better manage parking demand for diverse parking needs. Based on the inventory analysis, 94 percent of Zone 2 spaces are not time-restricted. In Zone 1, there are 48 percent (386 spaces) unrestricted parking spaces. Change in time limits will encourage short-term parking and discourage employees and visitors who tend to parking longer than the posted time limits.
In addition, parking time limits are less likely to be effective without certain degree of enforcement in place. Thus, the previous measure should be integrated simultaneously.

Pros

- Increase parking supply for short-term parking
- Discourages commuters and employees from long-term parking

Cons

- Employees must find off-street parking

Recommendations

- Change time limits for all four-hour on-street parking spaces to 3 or 2-hour parking.
- Convert more stalls into 24 minute parking in addition to the existing inventory to increase turnover for the post office, banks, and City Hall patrons. Note that the City should avoid converting curbs adjacent to local businesses and residential land uses.
- Install signs to include more time-limited parking spaces.
- Enforce time limits.

6.1.3 Compliance

The City of Turlock strives to maintain a visitor friendly environment that supports local businesses and employers. Based on the key findings, ample supply of public parking spaces ensure that parking needs of a variety of users are met, for both weekdays and weekends. However, long-duration parking was found within the core area where spaces are occupied for periods of time longer than the posted time limits. In order to effectively manage public parking and to meet the parking needs of a diverse user base, an increased level of enforcement is needed.

Means of enforcement ranges from manual chalking of tires to automated detecting and reporting systems. The following images are examples of the employment of cameras, sensors, and database systems.

Pros

- Increase turnover and parking supply for short-term parking
- Encourages compliance of parking and other regulations
- Increases supply at minimal costs

Cons

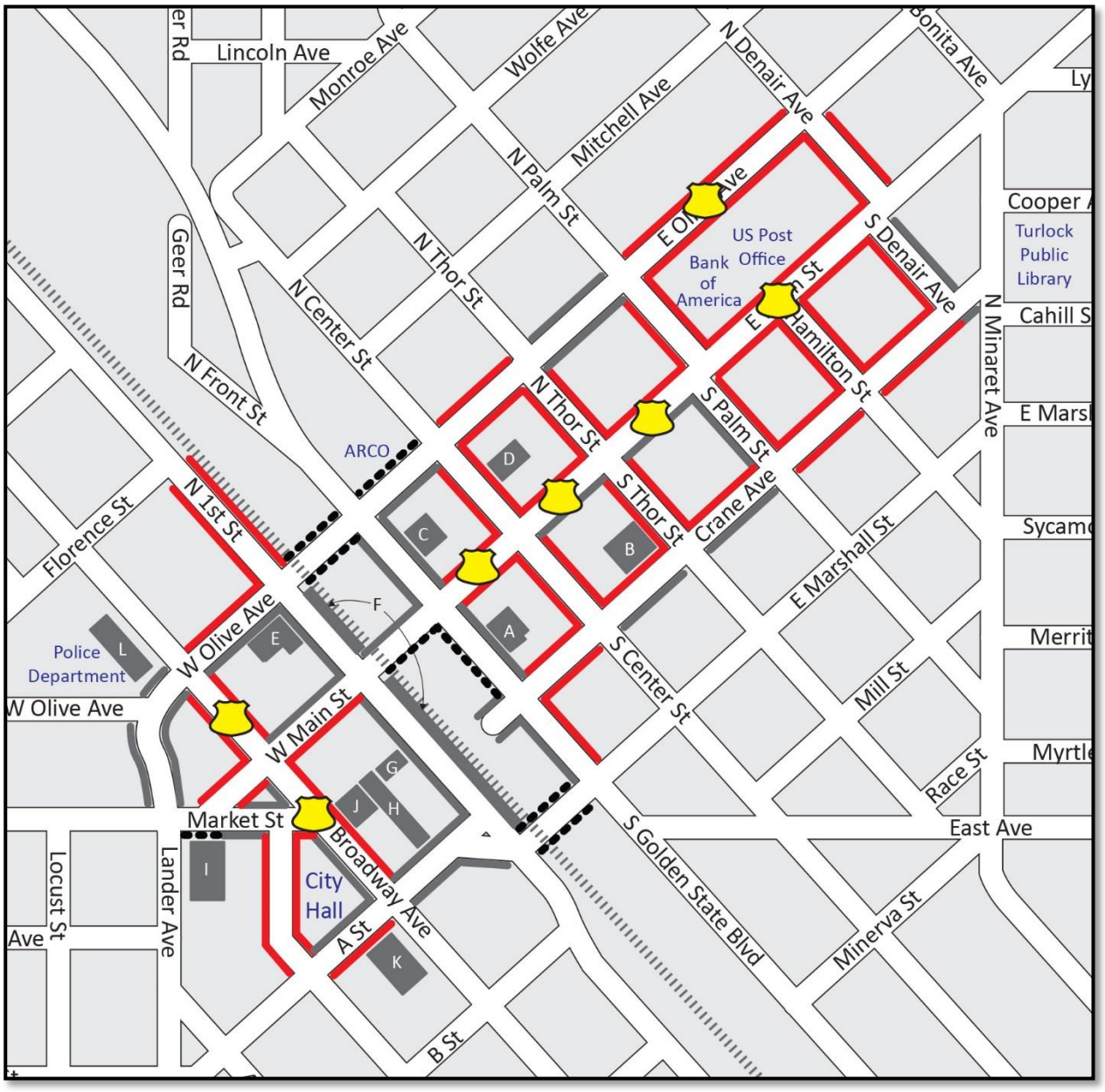
- Initial program implementation and coordination
- Requires on-going staffing resources and equipment
- Requires parking ticket contestation process
- Creates negative perception by business owners and the community
- Could impact the economic growth and development of downtown

Recommendations

- Allocate dedicated staff for parking enforcement.
- Implement on weekdays from 9:00 a.m. to 5:00 p.m.
- Set aside citation revenues to fund enforcement.
- Phase 1 enforcement to be launched with issuance of warning prior to issuance of citations.

Figure 13 indicates locations recommended where enforcement should be progressively engaged.

Figure 15: Recommended Location for Enforcement



6.1.4 Employee Permit Parking

In order to balance the parking needs for a diverse group of users, including employees, merchants, visitors and residents, various jurisdictions have applied the Employee Permit Parking Program to achieve the goal. The Program is aimed to ensure easy parking for the employees who work in the Downtown, as well as well-utilized currently underutilized parking spaces within Downtown. Another effect of the Program is to make time-limited parking spaces available for the visitors in the Downtown area. This will encourage healthy turnover of parking spaces, supporting merchants and businesses who need short-term parking for their customers during the day.

Pros

- Accommodates all-day parking needs for employees
- Save time and energy to move the vehicle multiple times a day
- Effectively utilize areas with low parking demand

Cons

- Permit issuance and program management costs
- Permit fees

Source: Town of Danville

Example: Employee Permit

Recommendations

- Issue Employee Parking Permits in Zone 3.
- Enforce time restrictions and permit display.
- Consider outreach and education to employees making them aware of all available options and negative impacts of not utilizing permit parking zones for all-day parking.
- Encourage merchants and employers to monitor parking habits of their employees. Employers may consider purchasing permits for their employees and thereby helping to keep short-term parking for the Downtown visitors.
- Amend the Turlock Municipal Code to include an employee permit process.

6.1.5 Publicize Parking Lots

Publicizing parking lots can be accomplished by the following:

- Wayfinding Signs
- City Website
- Downtown Associations and Events
- Window Stickers for Businesses

Existing Downtown Turlock wayfinding signs

Wayfinding Signs

Currently, there are parking signs installed at the entrance of every public parking lot. However, the effect of directing parkers to the parking lots was found limited.

The signs are recommended to be placed at locations where parking demand is usually high.

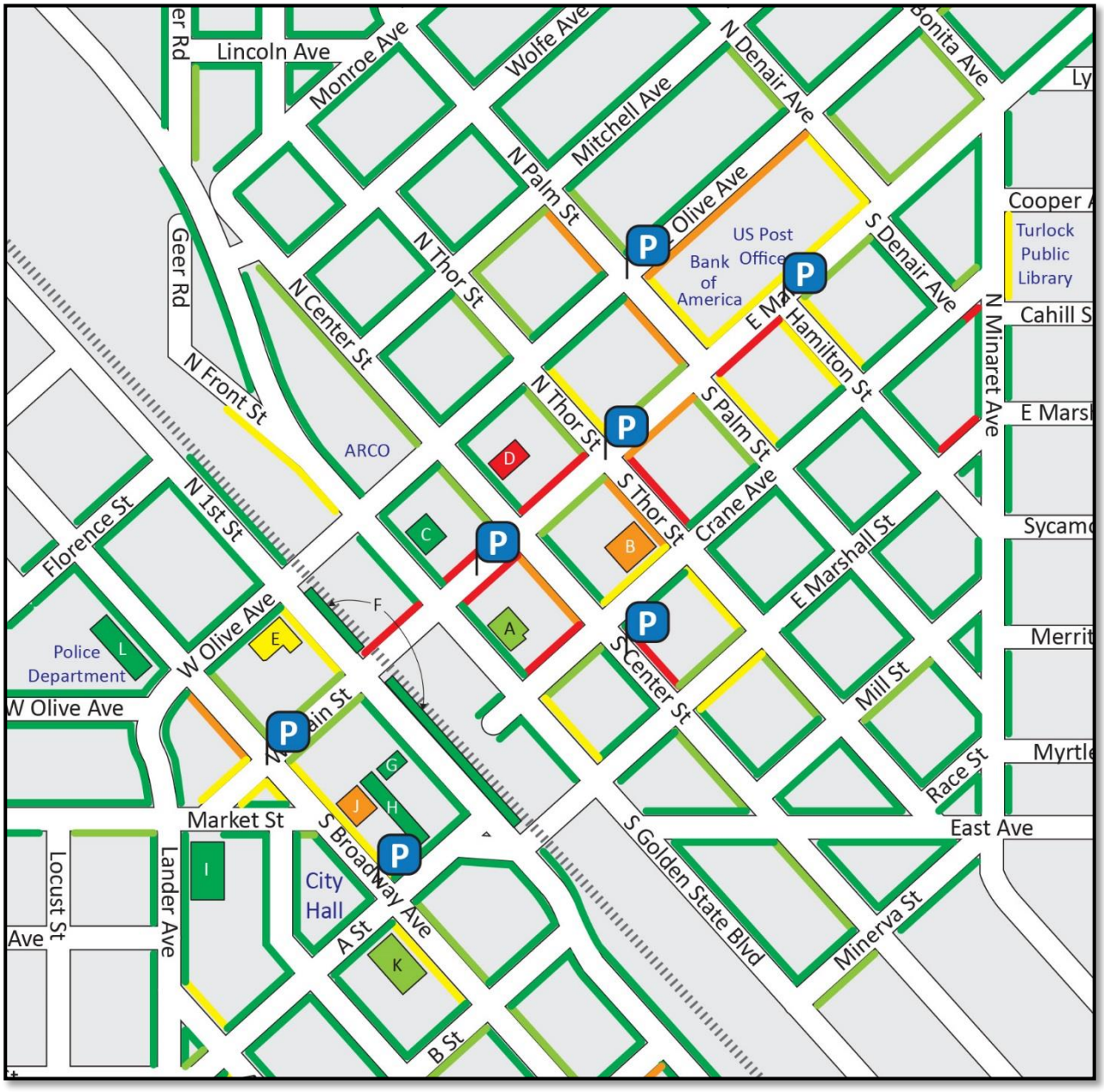
The recommended parking signs can also be integrated with the City's existing wayfinding signs at the corners of the Downtown area. The design of the signage should comply with guidelines stated in the 2003 Downtown Design Guidelines and Zoning Regulations and the 2010 Landscape and Signage Plan.

Existing parking signage at parking entrances

Example: Parking signage incorporated with street infrastructure

The recommended locations for parking signs are shown in **Figure 14**. It is suggested that the signs be placed at locations where on-street parking spaces are in higher demand.

Figure 16: Recommended Locations for Parking Signs



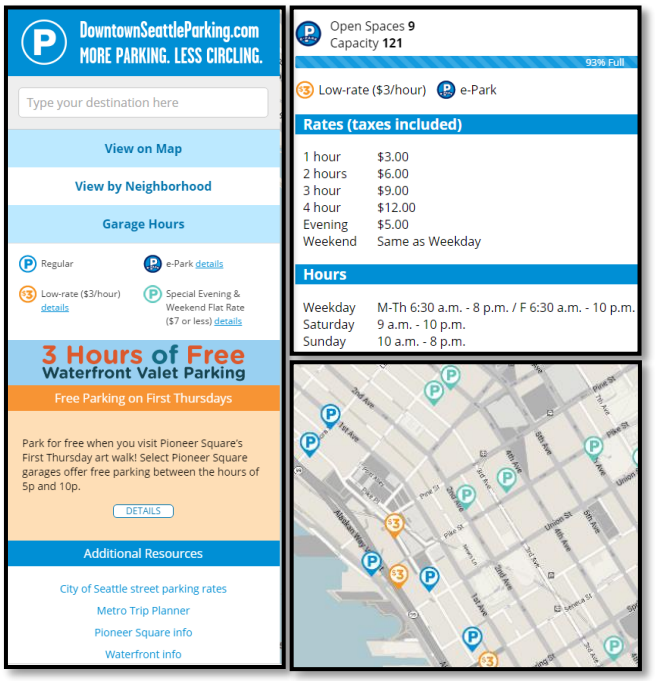
City Website

The City website provides profound information on City matters. Parking information can also be enclosed. Various attributes, such as locations of the public parking lots, hours of operations, time limit restrictions, number of parking spaces, pricing rate structure, and real-time occupancy should be included. It is recommended that an Downtown parking webpage be included on the City website where users can access through the drop-down list on the main page.

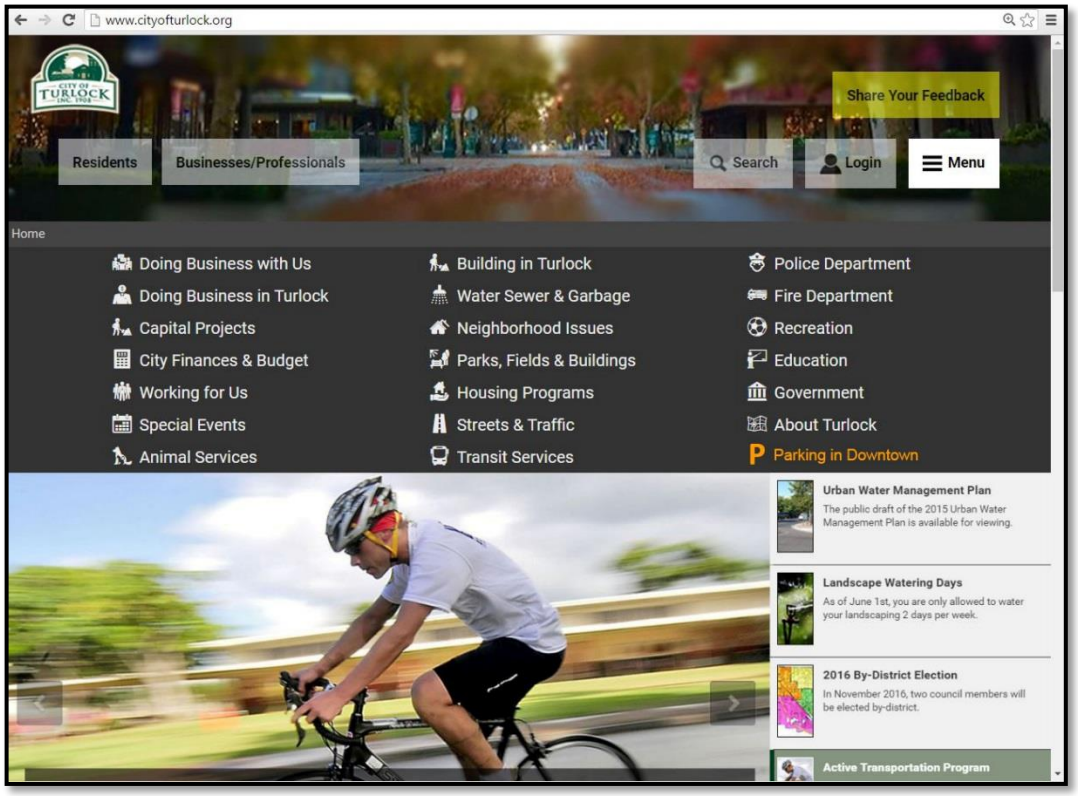
Downtown Associations and Events and Window Stickers

Information in association with the locations of the public parking lots, hours of operations, time limit restrictions can be integrated in brochures, flyers for distribution to the neighborhoods. It is recommended that the City collaborate with Downtown businesses, merchants and restaurants to voluntarily participate to place window stickers that provide information about the public parking lots.

Source: City of Seattle



Example: Parking website that provide real-time information to the public



Example. Turlock City website with additional page for the Downtown parking facilities

6.2 Short-term Improvements

The following are the improvement measures recommended for implementing in the short-term (4 to 10 years) to improve the availability and efficiency of parking operations:

6.2.1 Transportation Demand Management

A comprehensive Transportation Demand Management (TDM) is aimed at reducing travel demand, specifically that of single-occupied private vehicles. Feasible TDM measures for the City of Turlock include the following:

- Improving bicycle-friendly facilities, such as bike lanes, bike racks and storage
- Valet parking options
- Special event parking management
- Parking in-lieu Fees
- Parking pricing and demand-based pricing

Pros

- Enhance pedestrian and bicycle facilities infrastructure
- Promote other modes of transportation
- Assess demand and add motorcycle parking as appropriate
- Promote transit ridership
- Encourage carpool, vanpool, tele-commuting

Cons

- Availability of funds to support enhanced infrastructure

Recommendations

- Explore these options as mid-term to long-term solutions.
- Conduct event parking management plans for events such as the Farmers' Market in the Downtown area.
- Refer to the Turlock Active Transportation Plan for pedestrian and bicycle related improvements.

6.2.2 Smart Parking Meters

The state-of-the-art meters, often referred as "smart meters", are easy to use and allow drivers to pay with coins, credit/debit cards, and City parking cards. In order to improve the efficiency of parking operations, several public agencies have implemented some or all of the measures listed below:

- Install sensors for every parking space to provide the information on its occupancy
- Occupancy information from the sensors can be disseminated to the public via website, phone Apps, electronic message signs, etc.
- Motorist parks at the available location reducing the time and need to driving around looking for a parking space.
- Motorist can pay for parking in several ways, such as coins, credit card, phone app, dial-in, etc.
- The pay-by-phone apps also provide options to track the time remaining on the meter before it expires and will provide options to remotely extend the time for additional fees.
- This data also helps parking enforcement officers issue citations for unpaid violations, overstays, no parking and restricted parking spaces.

- All the data is captured in real-time and archived for evaluating the performance of the parking system and improve the efficiency of parking operations.
- Occupancy information from the sensors can be disseminated to the public via website, phone Apps, electronic message signs, etc.
- Motorist parks at the available location reducing the time and need to driving around looking for a parking.

Note that the City of Turlock has had metered parking in the Downtown area before. It was removed to foster economic development in the Downtown. Although new technology had made metered parking easier for customers to use, it is necessary to evaluate potential impacts metered parking could have on the Downtown's economic growth and development.

Pros

- Improves the efficiency of parking operations
- Reduces green house gases by reducing the time motorists spend looking for parking
- Ease of parking always attracts more visitors and residents to visit Downtown
- Provides tools for conducting performance measures and improve operations
- Makes Downtown attractive to more businesses and investors

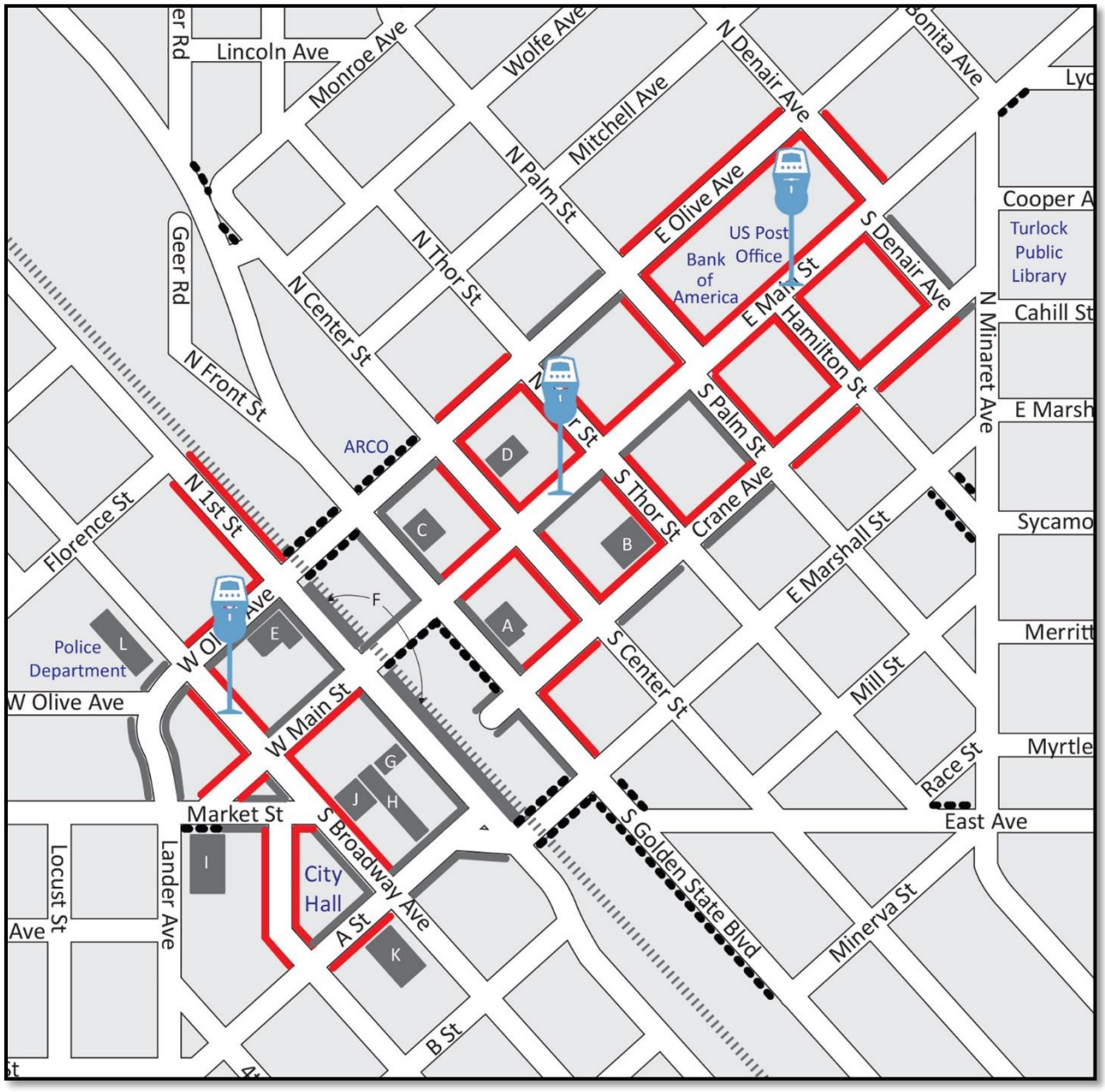
Cons

- Initial cost of deployment
- Requires trained personnel and periodic upgrades
- Ongoing costs of operations and maintenance
- Potential impact on long-term economic development

Recommendations

- Explore these options before considering increasing the capacity.
- Options should be tailored to serve the needs of the City by conducting a comprehensive study.

Figure 17: (Preliminary) Recommended Locations for Smart Parking Meters Signs



6.2.3 Real-time Parking Availability Signage

The real-time parking availability signage provides accurate information to motorists to find parking. This reduces motorists' frustration in finding parking and results in savings in fuel costs and emissions.
The real-time signs can be placed with the smart meters and City-owned public parking lots to provide comprehensive information on both on- and off-street parking usage.

Pros

- Improves the efficiency of parking operations
- Reduces green house gas emissions by reducing the time motorists spend looking for parking
- Ease of parking to attract more visitors and residents to visit Downtown

Cons

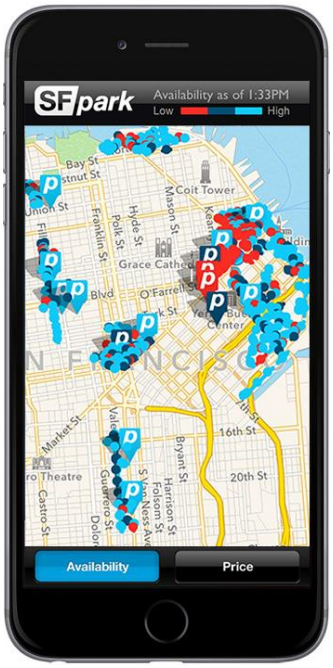
- Significant capital expenditures
- Requires engineering design and construction
- Ongoing costs of operations and maintenance
- May create conflict with the historic character in the Downtown core area.

Recommendations

- Explore these options before considering increasing the capacity.
- Options should be tailored to serve the needs of the City by conducting a comprehensive study.

6.2.4 Phone Apps and Pay-By-Phone Options

Making it easier to pay for parking helps people avoid parking tickets. PayByPhone enables customers to add time without returning to the meter (subject to time limit restrictions), receive a reminder message when time is almost up, and download receipts online. There are several vendors often providing these services at no-cost to the City. These vendors charge additional fees and obtain a portion of the parking fees from the City to recoup their investment costs over time.



7.0 FUTURE PARKING FACILITIES EXPANSION

The following are the long-term options for increasing the capacity of the parking facilities in the Downtown area. Since these are long-term options, the exact size and type should be chosen based on the conditions at the time of consideration. In general, these should be considered when the parking demand reaches 80% capacity. The City may have to conduct a feasibility study to evaluate the best options for capacity expansion based on the available funding, real estate and other factors. Apart from the one-time construction or improvement costs, the on-going operations and maintenance costs should also be estimated in the feasibility study.

7.1 Opportunity Sites for Expansion

As mentioned in 5.0 FUTURE PARKING DEMAND, Sub Area 2 is expected to reach 80 percent occupancy by year 2030. Sub Area 1 is expected to increase to 78 percent by the same year due to the lack of off-street parking facilities. TJKM recommends that these two Sub Areas be prioritized for increasing parking supply. The City should focus on converting existing public surface lots into multilevel parking garages, as well as seeking shared parking opportunities by identifying prospective development in the Transitional Commercial zoning. The existing Lot A, B, C, and D are recommended as sites for building parking garages.

7.2 Surface Parking Lots

If the real estate is available, the City could consider building additional parking lots to serve the increase in demand over time. This would be the cheaper option when compared to constructing a parking garage. Some of the improvements that need to be considered are: demolition of any existing structures; design Entry and Exit to the parking lot; paving the surface with concrete, pavers or asphalt; new improved lighting, landscaping, striping; and way-finding signage. The per-parking space cost would be higher as every parking space would need real estate.

Cost

- $5,000 to $8,000 per parking space (This construction cost does not include costs for land acquisition, architectural and engineering fees, environmental review, permits, or other administrative and legal costs)
- Up to $5,000 per month for ongoing operations and maintenance

Pros

- High initial cost but low maintenance and operation costs
- Minimal disturbance to surrounding areas during construction
- Maintenance along with the other existing surface parking lots

Cons

- Low density results in high average cost per parking space
- Premium costs to acquire the space
- Difficulty in finding an ideal lot in the Downtown area

Recommendations

- Conduct a feasibility study to determine if Surface Parking Lots is the best option.
- Recommended due to lower operations and maintenance costs.

7.3 Parking Garages

If the resources are available, the City could consider constructing a new parking garage. A multi-story garage would be an ideal option to serve high demands and drastically increase the parking capacity in the Downtown area. The City could potentially use one of the existing parking lots if funding or empty surface lots are not available. Since this is a long-term improvement, the capacity of the garage should be determined based on the demand and supply at the time of consideration. While this option requires a one-time construction budget, the on-going operations and maintenance budget has to be factored in. Additional factors such as, location, accessibility, safety, security should also be considered.

Costs

- Construction costs of $15,000 to $18,000 per parking space depending on the number of floors. Property purchase, environmental evaluation, permitting, and design costs are not included in this estimate
- Up to $10,000 per month for ongoing operations and maintenance

Pros

- Provides ample parking
- More efficient use of land

Cons

- Premium costs to acquire the land
- High construction and operation costs
- Availability of funding
- Difficulty in finding an ideal space in the Downtown area
- Providing safety and security for garage users
- Maintaining automated gates, if any

Recommendations

- Include future cost of parking garages into the Capital Feasibility Fee Program in the near term such that funds will become available in the future.
- Conduct case studies of neighboring cities to find potential funding sources, e.g., public-private-partnership with prospect development in the Downtown core area.
- Explore opportunity sites and include them in any specific or master plans for future consideration.

7.4 Constraints and Opportunities in Downtown Core

The City's zoning regulation does not require the provision of parking spaces for development within the Downtown Core (DC). The City has to be aware of any future development that requires substantial amount of parking within this zoning designation. This includes movie theaters, bowling alleys, and other infill projects. To the extent, the City should consider shared parking facilities, surface lots or parking garages, as a feasible alternative through public-private-partnership.

The City is usually responsible for land acquisition and following legal and environmental processes upon construction. The City is also liable for construction, operations, and maintenance of the facilities. By agreement, and depending upon the agreement, with the potential infill development, the City leases out a portion of the facilities expected to be used by tenants, employees, customers of the private development.

Downtown District Zoning Designation *Source: City of Turlock*

The City can utilize general fund, parking in-lieu fees, parking revenues, or other financing methods for the costs mentioned above. This way the development will benefit from guaranteed parking supply for its business; it also enables the City to make cost-effective capital investment, as well as a balanced, sustainable utilization of available parking spaces.

Example. The City of Modesto constructed and now operates the parking garage on 9th Street in the City's Downtown Core had a long-term lease agreement with the DoubleTree Hotel across the street. The parking garage has 787 parking spaces, of which 615 spaces are allocated for use by the DoubleTree employees, office tenants, hotel guests or customers 24 hours a day, seven days a week.

Recommendations

- Explore opportunity sites in the Downtown Core or surrounding zoning for parking facilities.
- Include shared-parking policies and procedures in the existing zoning ordinance for long-term consideration.

7.5 Potential Sources of Fund

Different levels of funds are considered approachable with successful cases in the neighboring Cities. Local funds such as City general fund and tax increments are often used for land purchasing and construction. The City could include parking garage in the Capital Facility Fee Program to make construction fund available in the future. Another mechanism is to create mutual benefit with private developers through a public-private partnership. Parking in-lieu fee collecting from property owners can also be considered. An in-lieu fee is calculated based on the loss of required parking spaces provided by prospective development. The City of Modesto used bond issuance secured by its local Redevelopment Agency tax increment. Parking revenue generated from the garage can be utilized to cover ongoing operations and maintenance costs. A parking revenue bond can be developed as needed.

Reference

2003 Downtown Design Guidelines and Zoning Regulations, City of Turlock

Draft Second Amended Long-range Property Management Plan, City of Modesto

General Plan 2012, City of Turlock

Landscaping and Signage Plan 2010, City of Turlock

Municipal Code, City of Turlock

Stanislaus County Economic Forecast 2014

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APPENDIX A

PARKING INVENTORY DATA

Table 1. Inventory by Zone										
Zone	**Total**	**UNMARKED**	**24 MIN**	**1 HR**	**2 HR**	**4 HR**	**ADA**	**FLZ**	**PLZ**	**City**
Zone 1	800	386	13	18	349	10	9	9	6	0
Zone 2	2549	2411	3	0	120	12	2	0	1	0
Zone 3	523	476	0	0	0	0	33	0	0	14
Total	**3872**	**3273**	**16**	**18**	**469**	**22**	**44**	**9**	**7**	**14**

Table 2. Zone 1 Inventory by Block Face												
ID	Street	From	To	Total	UNMARKED	24 MIN	1 HR	2 HR	4 HR	ADA	FLZ	PLZ
1T	Olive Ave	Denair Ave	Palm St	18	6	1	0	11	0	0	0	0
2T	Olive Ave	Palm St	Thor St	5	0	0	0	5	0	0	0	0
3T	Olive Ave	Thor St	Center St	11	0	0	0	11	0	0	0	0
4T	Olive Ave	Center St	Golden State Blvd	0	0	0	0	0	0	0	0	0
5T	Olive Ave	Golden State Blvd	1st St	0	0	0	0	0	0	0	0	0
6T	Olive St	1st St	N Broadway Ave	8	0	0	0	8	0	0	0	0
7T	Olive Ave	N Broadway Ave	Olive Ave	6	6	0	0	0	0	0	0	0
8T	Lander Ave	Olive Ave	Main St	6	3	0	0	0	0	0	0	3
9T	Lander Ave	Main St	N Broadway Ave	4	0	0	0	4	0	0	0	0
10T	N Broadway Ave	Olive Ave	Main St	9	9	0	0	0	0	0	0	0
11T	N Broadway Ave	Main St	Olive Ave	11	0	0	0	10	0	1	0	0
12T	Olive Ave	N Broadway Ave	1st St	9	9	0	0	0	0	0	0	0
13T	1st St	Olive Ave	Main St	7	7	0	0	0	0	0	0	0
15T	Olive Ave	1st St	Golden State Blvd	0	0	0	0	0	0	0	0	0
16T	Golden State Blvd	Olive Ave	Main St	8	8	0	0	0	0	0	0	0
17T	Golden State Blvd	Main St	Olive Ave	3	3	0	0	0	0	0	0	0
18T	Olive Ave	Golden State Blvd	Center Ave	3	0	0	0	3	0	0	0	0
19T	Center Ave	Olive Ave	Main St	15	0	0	0	15	0	0	0	0
20T	Center St	Main St	Olive Ave	11	0	0	0	9	0	1	1	0
21T	Olive Ave	Center St	Thor St	9	0	0	2	5	0	0	2	0
22T	Thor St	Olive Ave	Main St	8	0	0	8	0	0	0	0	0
23T	Thor St	Main St	Olive Ave	9	0	0	0	9	0	0	0	0
24T	Olive Ave	Thor St	Palm St	8	0	0	0	8	0	0	0	0
25T	Palm St	Olive Ave	Main St	7	0	0	0	7	0	0	0	0
26T	Palm St	Main St	Olive Ave	9	0	0	0	9	0	0	0	0
27T	Olive Ave	Palm St	Denair Ave	10	0	0	0	0	10	0	0	0
28T	Denair Ave	Olive Ave	Main St	10	10	0	0	0	0	0	0	0
29T	Denair Ave	Main St	Olive Ave	9	9	0	0	0	0	0	0	0
30T	Main St	Denair Ave	Palm St	18	0	5	0	13	0	0	0	0
31T	Main St	Palm St	Thor St	13	0	0	0	13	0	0	0	0
32T	Main St	Thor St	Center St	10	0	0	0	10	0	0	0	0
33T	Main St	Center St	Golden State Blvd	3	0	0	0	3	0	0	0	0
34T	Main St	Golden State Blvd	1st St	6	0	0	0	6	0	0	0	0
35T	Main St	1st St	Broadway Ave	16	0	0	0	16	0	0	0	0
36T	Main St	N Broadway Ave	Market St	13	0	0	0	13	0	0	0	0
37T	Main St	Lander Ave	Market St	0	0	0	0	0	0	0	0	0
38T	Main St	Market St	Broadway Ave	7	0	0	0	7	0	0	0	0
39T	Market St	Main St	3rd St	4	0	0	0	4	0	0	0	0
40T	Market St	3rd St	Broadway Ave	3	3	0	0	0	0	0	0	0
41T	S Broadway Ave	Market St	A St	9	0	0	8	0	0	1	0	0
42T	A St	S Broadway Ave	1st St	4	4	0	0	0	0	0	0	0
44T	S 1st	Main St	A St	28	27	0	0	0	0	1	0	0
45T	A St	1st St	S Broadway Ave	5	5	0	0	0	0	0	0	0
46T	S Broadway Ave	A St	Main St	20	0	0	0	20	0	0	0	0
47T	S Broadway Ave	Main St	Market St	6	5	0	0	0	0	1	0	0
48T	Main St	S Broadway Ave	1st St	10	0	0	0	10	0	0	0	0
49T	Main St	1st St	Golden State Blvd	0	0	0	0	0	0	0	0	0
50T	Golden State Blvd	Main St	Crane Ave	0	0	0	0	0	0	0	0	0
51T	Golden State Blvd	Crane Ave	Main St	3	0	0	0	0	0	0	0	3
52T	Main St	Golden State Blvd	Center St	9	0	0	0	9	0	0	0	0
53T	Center St	Main St	Crane Ave	18	0	0	0	17	0	1	0	0
54T	Center St	Crane Ave	Main St	17	0	0	0	17	0	0	0	0
55T	Main St	Center St	Thor St	13	0	0	0	13	0	0	0	0
56T	Thor St	Main St	Crane Ave	8	7	0	0	0	0	1	0	0
57T	Thor St	Crane Ave	Main St	9	0	0	0	9	0	0	0	0
58T	Main St	Thor St	Palm St	7	0	0	0	7	0	0	0	0
59T	Palm St	Main St	Crane Ave	10	9	0	0	0	0	1	0	0
60T	Palm St	Crane Ave	Main St	10	10	0	0	0	0	0	0	0
61T	Main St	Palm St	Hamilton St	5	0	0	0	5	0	0	0	0
62T	Hamilton St	Main St	Crane Ave	10	10	0	0	0	0	0	0	0
63T	Hamilton St	Crane Ave	Main St	10	10	0	0	0	0	0	0	0
64T	Main St	Hamilton St	Denair Ave	8	8	0	0	0	0	0	0	0
65T	Denair Ave	Main St	Crane Ave	14	14	0	0	0	0	0	0	0
66T	Denair Ave	Crane Ave	Main St	7	7	0	0	0	0	0	0	0
67T	Crane Ave	Denair Ave	Hamilton St	18	18	0	0	0	0	0	0	0
68T	Crane Ave	Hamilton St	Palm St	18	18	0	0	0	0	0	0	0
69T	Crane Ave	Palm St	Thor St	14	14	0	0	0	0	0	0	0
70T	Crane Ave	Thor St	Center St	12	12	0	0	0	0	0	0	0
71T	Crane Ave	Center St	Golden State Blvd	12	12	0	0	0	0	0	0	0
72T	Golden State Blvd	Crane Ave	Marshall St	3	3	0	0	0	0	0	0	0
73T	Marshall St	Golden State Blvd	1st St	0	0	0	0	0	0	0	0	0
74T	Marshall St	1st St	Golden State Blvd	0	0	0	0	0	0	0	0	0
75T	Golden State Blvd	Marshall St	Crane Ave	4	4	0	0	0	0	0	0	0
76T	Crane Ave	Golden State Blvd	Center Ave	3	3	0	0	0	0	0	0	0
77T	Crane Ave	Center St	Thor St	13	0	0	0	13	0	0	0	0
78T	Crane Ave	Thor St	Palm St	14	14	0	0	0	0	0	0	0
79T	Crane Ave	Palm St	Hamilton St	14	14	0	0	0	0	0	0	0
80T	Crane Ave	Hamilton St	Denair Ave	27	27	0	0	0	0	0	0	0
81T	Main St	S Denair Ave	N Denair Ave	0	0	0	0	0	0	0	0	0
82T	N 1St St	E Olive Ave	Florence St	19	19	0	0	0	0	0	0	0
83T	N 1St St	Florence St	E Olive Ave	17	0	0	0	17	0	0	0	0
84T	Market St	W Main St	S Broadway Ave	8	0	0	0	4	0	0	4	0
85T	3rd St	Market St	A St	21	14	0	0	6	0	1	0	0
86T	3rd St	A St	Market St	14	11	0	0	3	0	0	0	0
87T	A St	S Broadway Ave	3rd St	7	2	3	0	0	0	0	2	0
88T	A St	3rd St	S Broadway Ave	9	5	4	0	0	0	0	0	0
89T	Crane Ave	S Golden State Blvd	Parking Lot	5	5	0	0	0	0	0	0	0
90T	Crane Ave	Parking Lot	S Golden State Blvd	2	2	0	0	0	0	0	0	0
			Total	**800**	**386**	**13**	**18**	**349**	**10**	**9**	**9**	**6**
			% Share		**48%**	**2%**	**2%**	**44%**	**1%**	**1%**	**1%**	**1%**

Note: Block faces signed "No Parking"

FLZ Freight Loading Zone

PLZ Passenger Lodaing Zone

Table 3. Zone 1 Inventory by Sub Area									
	Total	**UNMARKED**	**24 MIN**	**1 HR**	**2 HR**	**4 HR**	**ADA**	**FLZ**	**PLZ**
Sub Area 1	311	198	6	0	96	10	1	0	0
Sub Area 2	209	59	0	10	131	0	3	3	3
Sub Area 3	280	129	7	8	122	0	5	6	3
Total	**800**	**386**	**13**	**18**	**349**	**10**	**9**	**9**	**6**

Table 4. Zone 1 Inventory by Sub Area, Detailed										
Sub Area	ID	Total	UNMARKED	24 MIN	1 HR	2 HR	4 HR	ADA	FLZ	PLZ
1	1T	18	6	1	0	11	0	0	0	0
1	2T	5	0	0	0	5	0	0	0	0
1	23T	9	0	0	0	9	0	0	0	0
1	24T	8	0	0	0	8	0	0	0	0
1	25T	7	0	0	0	7	0	0	0	0
1	26T	9	0	0	0	9	0	0	0	0
1	27T	10	0	0	0	0	10	0	0	0
1	28T	10	10	0	0	0	0	0	0	0
1	29T	9	9	0	0	0	0	0	0	0
1	30T	18	0	5	0	13	0	0	0	0
1	31T	13	0	0	0	13	0	0	0	0
1	57T	9	0	0	0	9	0	0	0	0
1	58T	7	0	0	0	7	0	0	0	0
1	59T	10	9	0	0	0	0	1	0	0
1	60T	10	10	0	0	0	0	0	0	0
1	61T	5	0	0	0	5	0	0	0	0
1	62T	10	10	0	0	0	0	0	0	0
1	63T	10	10	0	0	0	0	0	0	0
1	64T	8	8	0	0	0	0	0	0	0
1	65T	14	14	0	0	0	0	0	0	0
1	66T	7	7	0	0	0	0	0	0	0
1	67T	18	18	0	0	0	0	0	0	0
1	68T	18	18	0	0	0	0	0	0	0
1	69T	14	14	0	0	0	0	0	0	0
1	78T	14	14	0	0	0	0	0	0	0
1	79T	14	14	0	0	0	0	0	0	0
1	80T	27	27	0	0	0	0	0	0	0
1	81T	0	0	0	0	0	0	0	0	0
2	3T	11	0	0	0	11	0	0	0	0
2	4T	0	0	0	0	0	0	0	0	0
2	5T	0	0	0	0	0	0	0	0	0
2	15T	0	0	0	0	0	0	0	0	0
2	16T	8	8	0	0	0	0	0	0	0
2	17T	3	3	0	0	0	0	0	0	0
2	18T	3	0	0	0	3	0	0	0	0
2	19T	15	0	0	0	15	0	0	0	0
2	20T	11	0	0	0	9	0	1	1	0
2	21T	9	0	0	2	5	0	0	2	0
2	22T	8	0	0	8	0	0	0	0	0
2	32T	10	0	0	0	10	0	0	0	0
2	33T	3	0	0	0	3	0	0	0	0
2	34T	6	0	0	0	6	0	0	0	0
2	49T	0	0	0	0	0	0	0	0	0
2	50T	0	0	0	0	0	0	0	0	0
2	51T	3	0	0	0	0	0	0	0	3
2	52T	9	0	0	0	9	0	0	0	0
2	53T	18	0	0	0	17	0	1	0	0
2	54T	17	0	0	0	17	0	0	0	0
2	55T	13	0	0	0	13	0	0	0	0
2	56T	8	7	0	0	0	0	1	0	0
2	70T	12	12	0	0	0	0	0	0	0
2	71T	12	12	0	0	0	0	0	0	0
2	72T	3	3	0	0	0	0	0	0	0
2	73T	0	0	0	0	0	0	0	0	0
2	74T	0	0	0	0	0	0	0	0	0
2	75T	4	4	0	0	0	0	0	0	0
2	76T	3	3	0	0	0	0	0	0	0
2	77T	13	0	0	0	13	0	0	0	0
2	89T	5	5	0	0	0	0	0	0	0
2	90T	2	2	0	0	0	0	0	0	0
3	6T	8	0	0	0	8	0	0	0	0
3	7T	6	6	0	0	0	0	0	0	0
3	8T	6	3	0	0	0	0	0	0	3
3	9T	4	0	0	0	4	0	0	0	0
3	10T	9	9	0	0	0	0	0	0	0
3	11T	11	0	0	0	10	0	1	0	0
3	12T	9	9	0	0	0	0	0	0	0
3	13T	7	7	0	0	0	0	0	0	0
3	35T	16	0	0	0	16	0	0	0	0
3	36T	13	0	0	0	13	0	0	0	0
3	37T	0	0	0	0	0	0	0	0	0
3	38T	7	0	0	0	7	0	0	0	0
3	39T	4	0	0	0	4	0	0	0	0
3	40T	3	3	0	0	0	0	0	0	0
3	41T	9	0	0	8	0	0	1	0	0
3	42T	4	4	0	0	0	0	0	0	0
3	44T	28	27	0	0	0	0	1	0	0
3	45T	5	5	0	0	0	0	0	0	0
3	46T	20	0	0	0	20	0	0	0	0
3	47T	6	5	0	0	0	0	1	0	0
3	48T	10	0	0	0	10	0	0	0	0
3	82T	19	19	0	0	0	0	0	0	0
3	83T	17	0	0	0	17	0	0	0	0
3	84T	8	0	0	0	4	0	0	4	0
3	85T	21	14	0	0	6	0	1	0	0
3	86T	14	11	0	0	3	0	0	0	0
3	87T	7	2	3	0	0	0	0	2	0
3	88T	9	5	4	0	0	0	0	0	0

Table 5. Zone 2 Inventory by Block Face												
ID	Street	From	To	Total	UNMARKED	24 MIN	1 HR	2 HR	4 HR	ADA	FLZ	PLZ
1	E Canal Dr	N Palm St	Geer Rd	8	8	0	0	0	0	0	0	0
2	E Canal Dr	Geer Rd	N Thor St	3	3	0	0	0	0	0	0	0
4	E Canal Dr	N Thor St	N Palm St	9	9	0	0	0	0	0	0	0
5	E Canal Dr	N Denair Ave	N Palm St	19	19	0	0	0	0	0	0	0
6	E Canal Dr	N Palm St	Monroe Ave	6	6	0	0	0	0	0	0	0
7	E Canal Dr	Monroe Ave	Wolfe Ave	10	10	0	0	0	0	0	0	0
8	E Canal Dr	Wolfe Ave	N Denair Ave	2	2	0	0	0	0	0	0	0
9	E Canal Dr	N Mitchell Ave	N Denair Ave	27	26	0	0	0	0	1	0	0
10	E Canal Dr	N Denair Ave	Mitchell Ave	11	11	0	0	0	0	0	0	0
11	E Canal Dr	Kenwood Ave	Mitchell Ave	10	10	0	0	0	0	0	0	0
12	E Canal Dr	Mitchell Ave	Bonita Ave	5	5	0	0	0	0	0	0	0
13	E Canal Dr	N Olive Ave	Kenwood Ave	6	6	0	0	0	0	0	0	0
14	E Canal Dr	Bonita Ave	E Olive Ave	0	0	0	0	0	0	0	0	0
15	E Canal Dr	E Main St	N Olive Ave	13	13	0	0	0	0	0	0	0
16	E Canal Dr	E Olive Ave	E Main St	9	9	0	0	0	0	0	0	0
17	Lincoln Ave	N Thor St	Geer Rd	3	3	0	0	0	0	0	0	0
18	Lincoln Ave	Geer Rd	N Thor St	6	6	0	0	0	0	0	0	0
19	Lincoln Ave	Monroe Ave	N Thor St	8	8	0	0	0	0	0	0	0
20	Lincoln Ave	N Thor St	Monroe Ave	6	6	0	0	0	0	0	0	0
22	Monroe Ave	Lincoln Ave	N Palm St	10	10	0	0	0	0	0	0	0
23	Monroe Ave	E Canal Dr	N Palm St	8	8	0	0	0	0	0	0	0
24	Monroe Ave	N Palm St	E Canal Dr	10	10	0	0	0	0	0	0	0
26	Monroe Ave	Lincoln Ave	N Thor St	4	4	0	0	0	0	0	0	0
27	Monroe Ave	N Center St	N Thor St	10	10	0	0	0	0	0	0	0
28	Monroe Ave	N Thor St	N Center St	8	8	0	0	0	0	0	0	0
29	N Center St	Monroe Ave	N Center St	0	0	0	0	0	0	0	0	0
30	N Center St	N Center St	Monroe Ave	8	8	0	0	0	0	0	0	0
31	N Center St	N Golden State Blvd	E Olive Ave	17	0	0	0	16	0	0	0	1
33	Wolfe Ave	N Thor St	N Center St	8	8	0	0	0	0	0	0	0
34	Wolfe Ave	N Center St	N Thor St	10	10	0	0	0	0	0	0	0
36	Wolfe Ave	N Palm St	N Thor St	13	13	0	0	0	0	0	0	0
37	Wolfe Ave	N Thor St	N Palm St	10	10	0	0	0	0	0	0	0
38	Wolfe Ave	E Canal Ave	N Palm St	22	22	0	0	0	0	0	0	0
39	Wolfe Ave	N Palm St	E Canal St	24	24	0	0	0	0	0	0	0
40	N Denair Ave	E Canal Dr	Mitchell Ave	8	8	0	0	0	0	0	0	0
41	N Denair Ave	Mitchell Ave	E Canal Ave	8	8	0	0	0	0	0	0	0
42	Mitchell Ave	E Canal Dr	N Denair Ave	8	8	0	0	0	0	0	0	0
43	Mitchell Ave	N Denair Ave	E Canal Dr	7	7	0	0	0	0	0	0	0
44	Mitchell Ave	N Palm St	N Denair Ave	23	23	0	0	0	0	0	0	0
45	Mitchell Ave	N Denair Ave	N Palm St	24	24	0	0	0	0	0	0	0
46	Mitchell Ave	N Thor St	N Palm St	10	10	0	0	0	0	0	0	0
47	Mitchell Ave	N Palm St	N Thor St	9	9	0	0	0	0	0	0	0
48	Mitchell Ave	N Center St	N Thor St	10	10	0	0	0	0	0	0	0
49	Mitchell Ave	N Thor St	N Center St	9	9	0	0	0	0	0	0	0
50	N Center St	Mitchell Ave	Wolfe Ave	18	18	0	0	0	0	0	0	0
54	E Olive Ave	Bonita Ave	N Denair Ave	9	9	0	0	0	0	0	0	0
55	E Olive Ave	N Denair Ave	Bonita Ave	9	9	0	0	0	0	0	0	0
56	E Olive Ave	E Canal Ave	Bonita Ave	5	5	0	0	0	0	0	0	0
57	E Olive Ave	Bonita Ave	E Canal Dr	2	2	0	0	0	0	0	0	0
58	E Main St	E Canal Dr	Bonita St	10	10	0	0	0	0	0	0	0
59	E Main St	Lyons Ave	E Canal Dr	13	13	0	0	0	0	0	0	0
60	E Main St	N Minaret Ave	Lyons Ave	0	0	0	0	0	0	0	0	0
61	E Main St	Bonita Ave	N Denair Ave	11	11	0	0	0	0	0	0	0
62	E Main St	N Denair Ave	N Minaret Ave	12	12	0	0	0	0	0	0	0
63	Marshall St	S Center St	S Golden State Blvd	2	2	0	0	0	0	0	0	0
64	Marshall St	S Golden State Blvd	S Center St	2	2	0	0	0	0	0	0	0
65	Marshall St	S Thor St	S Center St	6	6	0	0	0	0	0	0	0
66	Marshall St	S Center St	S Thor St	4	4	0	0	0	0	0	0	0
67	E Marshall St	S Palm St	S Thor St	9	9	0	0	0	0	0	0	0
68	E Marshall St	S Thor St	S Palm St	12	12	0	0	0	0	0	0	0
69	E Marshall St	Hamilton St	S Palm St	14	14	0	0	0	0	0	0	0
70	E Marshall St	S Palm St	Hamilton St	12	12	0	0	0	0	0	0	0
71	E Marshall St	N Minaret Ave	Hamilton St	4	4	0	0	0	0	0	0	0
72	E Marshall St	Hamilton St	N Minaret Ave	4	4	0	0	0	0	0	0	0
73	Mill St	N Minaret Ave	S Palm St	7	7	0	0	0	0	0	0	0
74	Mill St	S Palm St	N Minaret Ave	7	7	0	0	0	0	0	0	0
75	Mill St	S Palm St	S Thor St	8	8	0	0	0	0	0	0	0
76	Mill St	S Thor St	S Palm St	11	11	0	0	0	0	0	0	0
77	Mill St	S Thor St	S Center St	6	6	0	0	0	0	0	0	0
78	Mill St	S Center St	S Thor St	8	8	0	0	0	0	0	0	0
79	S Golden State Blvd	Marshall St	Minerva St	0	0	0	0	0	0	0	0	0
80	S Golden State Blvd	East Ave	Marshall St	0	0	0	0	0	0	0	0	0
81	East Ave	S Center St	S Golden State Blvd	5	5	0	0	0	0	0	0	0
82	East Ave	S Golden State Blvd	S Center St	3	3	0	0	0	0	0	0	0
83	East Ave	S Thor St	S Centr St	10	10	0	0	0	0	0	0	0
84	East Ave	S Center St	Minerva St	12	12	0	0	0	0	0	0	0
85	East Ave	N Minaret Ave	S Thor St	0	0	0	0	0	0	0	0	0
87	N Minaret Ave	Race St	East Ave	6	6	0	0	0	0	0	0	0
88	N Minaret Ave	East Ave	Myrtle St	7	7	0	0	0	0	0	0	0
89	N Minaret Ave	S Palm St	Race St	2	2	0	0	0	0	0	0	0
90	N Minaret Ave	Myrtle St	Merritt St	10	10	0	0	0	0	0	0	0
91	N Minaret Ave	Mill St	S Palm St	8	8	0	0	0	0	0	0	0
92	N Minaret Ave	Merritt St	Sycamore St	12	12	0	0	0	0	0	0	0
94	N Minaret Ave	Hamilton St	Mill St	5	5	0	0	0	0	0	0	0
95	N Minaret Ave	Sycamore St	E Marshall St	11	11	0	0	0	0	0	0	0
96	N Minaret Ave	E Marshall St	Hamilton St	9	9	0	0	0	0	0	0	0
97	N Minaret Ave	E Marshall St	Cahill St	9	9	0	0	0	0	0	0	0
98	N Minaret Ave	Cahill St	E Marshall St	8	8	0	0	0	0	0	0	0
99	Crane Ave	S Denair Ave	N Minaret Ave	1	1	0	0	0	0	0	0	0
100	N Minaret Ave	Cahill St	Cooper Ave	10	10	0	0	0	0	0	0	0
101	N Minaret Ave	E Main St	Crane Ave	12	12	0	0	0	0	0	0	0

Table 5 (Continued). Zone 2 Inventory by Block Face												
ID	Street	From	To	Total	UNMARKED	24 MIN	1 HR	2 HR	4 HR	ADA	FLZ	PLZ
104	N Minaret Ave	Cooper Ave	E Main St	9	9	0	0	0	0	0	0	0
105	Bonita Ave	E Olive Ave	E Main St	10	10	0	0	0	0	0	0	0
106	Bonita Ave	E Main St	E Olive Ave	9	9	0	0	0	0	0	0	0
107	Bonita Ave	E Canal Dr	E Olive Ave	5	5	0	0	0	0	0	0	0
108	Bonita Ave	E Olive Ave	E Canal Dr	3	3	0	0	0	0	0	0	0
109	N Denair Ave	Mitchell Ave	E Olive Ave	11	11	0	0	0	0	0	0	0
110	N Denair Ave	E Olive Ave	Mitchell Ave	11	11	0	0	0	0	0	0	0
111	N Palm St	E Olive Ave	Mitchell Ave	9	9	0	0	0	0	0	0	0
112	N Palm St	Mitchell Ave	E Olive Ave	7	7	0	0	0	0	0	0	0
113	N Palm St	Mitchell Ave	Wolfe Ave	10	10	0	0	0	0	0	0	0
114	N Palm St	Wolfe AAve	Mitchell Ave	11	11	0	0	0	0	0	0	0
115	N Palm St	Wolfe Ave	Monroe Ave	10	10	0	0	0	0	0	0	0
116	N Palm St	Monroe Ave	Wolfe Ave	9	9	0	0	0	0	0	0	0
117	N Palm St	Monroe Ave	E Canal Dr	6	6	0	0	0	0	0	0	0
118	N Palm St	E Canal Dr	Monroe Ave	10	10	0	0	0	0	0	0	0
119	N Thor St	Lincoln Ave	E Canal Dr	9	9	0	0	0	0	0	0	0
120	N Thor St	E Canal Dr	Lincoln Ave	9	9	0	0	0	0	0	0	0
121	N Thor St	Monroe Ave	Lincoln Ave	4	4	0	0	0	0	0	0	0
122	N Thor St	Lincoln Ave	Monroe Ave	10	10	0	0	0	0	0	0	0
123	N Thor St	Monroe Ave	Wolfe Ave	8	8	0	0	0	0	0	0	0
124	N Thor St	Wolfe Ave	Monroe Ave	11	11	0	0	0	0	0	0	0
125	N Thor St	Wolfe Ave	Mitchell Ave	10	10	0	0	0	0	0	0	0
126	N Thor St	Mitchell Ave	Wolfe Ave	10	10	0	0	0	0	0	0	0
127	N Thor St	Mitchell Ave	E Olive Ave	8	8	0	0	0	0	0	0	0
128	N Thor St	E Olive Ave	Mitchell Ave	12	0	0	0	12	0	0	0	0
129	N Golden State Blvd	E Olive Ave	N Center St	10	10	0	0	0	0	0	0	0
133	N Front St	Access	E Olive Ave	12	12	0	0	0	0	0	0	0
137	N Golden State Blvd	Geer Rd	Access Rd	13	13	0	0	0	0	0	0	0
140	N Golden State Blvd	Access Rd	Geer Rd	0	0	0	0	0	0	0	0	0
143	Geer Rd	W Canal Dr	N Golden State Blvd	7	7	0	0	0	0	0	0	0
144	Geer Rd	N Golden State Blvd	Lincoln Ave	2	2	0	0	0	0	0	0	0
145	Geer Rd	Lincoln Ave	E Canal Dr	2	2	0	0	0	0	0	0	0
146	Crane Ave	N Minaret Ave	S Denair Ave	7	7	0	0	0	0	0	0	0
147	Hamilton St	Crane Ave	E Marshall St	9	9	0	0	0	0	0	0	0
148	Hamilton St	E Marshall St	Crane Ave	10	10	0	0	0	0	0	0	0
149	Hamilton St	E Marshall St	N Minaret Ave	0	0	0	0	0	0	0	0	0
150	Hamilton St	N Minaret St	E Marshall St	0	0	0	0	0	0	0	0	0
151	S Palm St	Mill St	N Minaret Ave	8	8	0	0	0	0	0	0	0
152	S Palm St	N Minaret Ave	Mill St	5	5	0	0	0	0	0	0	0
153	S Palm St	E Marshal St	Mill St	12	12	0	0	0	0	0	0	0
154	S Palm St	Mill St	E Marshall St	275	275	0	0	0	0	0	0	0
155	S Palm St	Crance Ave	E Marshall St	11	11	0	0	0	0	0	0	0
156	S Palm St	E Marshall St	Crane Ave	16	16	0	0	0	0	0	0	0
157	S Thor St	Crane Ave	E Marshall St	22	22	0	0	0	0	0	0	0
158	S Thor St	E Marshal St	Crane Ave	13	13	0	0	0	0	0	0	0
159	S Thor St	E Marshall St	Mill St	10	10	0	0	0	0	0	0	0
160	S Thor St	Mill St	E Marshall St	11	11	0	0	0	0	0	0	0
161	S Thor St	Mill St	East Ave	259	259	0	0	0	0	0	0	0
162	S Thor St	Race St	Mill St	10	10	0	0	0	0	0	0	0
163	Race St	N Minaret Ave	S Thor St	7	7	0	0	0	0	0	0	0
164	Race St	S Thor St	N Minaret Ave	9	9	0	0	0	0	0	0	0
165	S Thor St	East Ave	Race St	0	0	0	0	0	0	0	0	0
166	Minerva St	S Center St	S Minaret Ave	10	10	0	0	0	0	0	0	0
167	Minerva St	East Ave	S Center St	13	13	0	0	0	0	0	0	0
168	Minerva St	S Golden State Blvd	S Center St	4	4	0	0	0	0	0	0	0
169	Minerva St	S Center St	G Golden State Blvd	7	7	0	0	0	0	0	0	0
171	S Golden State Blvd	Minerva St	East Ave	25	25	0	0	0	0	0	0	0
172	S Center St	East Ave	Minerva St	13	0	0	0	13	0	0	0	0
173	S Center St	Minerva St	East Ave	13	13	0	0	0	0	0	0	0
174	S Center St	East Ave	Mill St	2	2	0	0	0	0	0	0	0
175	S Center St	Marshall St	East Ave	12	12	0	0	0	0	0	0	0
176	S Center St	Mill St	Marshall St	8	8	0	0	0	0	0	0	0
177	S Center St	Crane Ave	Marshall St	17	0	0	0	17	0	0	0	0
178	S Center St	Marshall St	Crane Ave	5	0	0	0	5	0	0	0	0
179	A St	4th St	3rd St	6	6	0	0	0	0	0	0	0
180	A St	3rd St	4th St	10	10	0	0	0	0	0	0	0
181	A St	Lander Ave	4th Ave	4	4	0	0	0	0	0	0	0
182	A St	4th St	Lander Ave	2	2	0	0	0	0	0	0	0
183	Lander Ave	5th St	A St	3	3	0	0	0	0	0	0	0
184	Lander Ave	High St	Castor St	13	12	1	0	0	0	0	0	0
185	5th St	Lander Ave	B St	4	4	0	0	0	0	0	0	0
186	5th St	B St	Lander Ave	8	8	0	0	0	0	0	0	0
187	5th St	B St	C St	0	0	0	0	0	0	0	0	0
188	5t St	C St	B St	14	14	0	0	0	0	0	0	0
189	C St	3rd St	5th St	14	14	0	0	0	0	0	0	0
190	C St	5th St	3rd St	6	6	0	0	0	0	0	0	0
191	3rd St	C St	D St	20	20	0	0	0	0	0	0	0
192	3rd St	D St	C St	17	17	0	0	0	0	0	0	0
193	D St	S Broadway St	3rd St	4	4	0	0	0	0	0	0	0
194	D St	3rd St	S 1st St	6	6	0	0	0	0	0	0	0
195	D St	S 1st St	S Broadway St	4	4	0	0	0	0	0	0	0
197	S 1st St	C St	D St	10	10	0	0	0	0	0	0	0
198	S 1st St	D St	Marshall St	12	12	0	0	0	0	0	0	0
199	S 1st St	B St	C St	15	15	0	0	0	0	0	0	0
201	S 1st St	Marshall St	B St	10	10	0	0	0	0	0	0	0
203	B St	S 1st St	S Broadway St	6	6	0	0	0	0	0	0	0
204	B St	S Broadway St	S 1st St	7	7	0	0	0	0	0	0	0
205	B St	S Broadway St	3rd St	7	7	0	0	0	0	0	0	0
206	B St	3rd St	S Broadway St	11	11	0	0	0	0	0	0	0
207	B St	3rd St	4th St	10	10	0	0	0	0	0	0	0
208	B St	5th St	3rd St	14	14	0	0	0	0	0	0	0

Table 5 (Continued). Zone 2 Inventory by Block Face													
ID	Street	From	To	Total	UNMARKED	24 MIN	1 HR	2 HR	4 HR	ADA	FLZ	PLZ
209	B St	4th St	5th St	12	12	0	0	0	0	0	0	0
211	4th St	A St	B St	11	11	0	0	0	0	0	0	0
212	4th St	B St	A St	16	16	0	0	0	0	0	0	0
213	4th St	Lander Ave	A St	6	6	0	0	0	0	0	0	0
214	4th St	A St	Lander Ave	15	0	0	0	15	0	0	0	0
215	Lander Ave	A St	4th St	6	6	0	0	0	0	0	0	0
216	Lander Ave	Columbia Ave	High St	11	9	2	0	0	0	0	0	0
217	Lander Ave	4th St	W Main St	11	0	0	0	11	0	0	0	0
218	Lander Ave	W Main St	Columbia Ave	5	0	0	0	5	0	0	0	0
219	3rd St	A St	B St	6	6	0	0	0	0	0	0	0
220	3rd St	B St	A St	13	13	0	0	0	0	0	0	0
221	3rd St	B St	C St	16	16	0	0	0	0	0	0	0
222	3rd St	C St	B St	6	6	0	0	0	0	0	0	0
223	C St	3rd St	S Broadway St	9	9	0	0	0	0	0	0	0
224	C St	S Broadway St	3rd St	10	10	0	0	0	0	0	0	0
225	C St	S Broadway St	S 1st St	7	7	0	0	0	0	0	0	0
226	C St	S 1st St	S Broadway St	9	9	0	0	0	0	0	0	0
227	S Broadway St	D St	C St	12	12	0	0	0	0	0	0	0
228	S Broadway St	C St	D St	15	15	0	0	0	0	0	0	0
229	S Broadway St	B St	C St	10	10	0	0	0	0	0	0	0
230	S Broadway St	C St	B St	16	15	0	0	0	0	1	0	0
231	S Broadway St	A St	B St	8	8	0	0	0	0	0	0	0
232	S Broadway St	B St	A St	11	11	0	0	0	0	0	0	0
233	W Main St	Locust St	Lander Ave	3	0	0	0	3	0	0	0	0
234	W Main St	N Laurel St	Locust St	2	2	0	0	0	0	0	0	0
235	W Main St	Lander Ave	N Laurel St	6	6	0	0	0	0	0	0	0
236	N Laurel St	W Main St	W Olive Ave	10	10	0	0	0	0	0	0	0
237	N Laurel St	W Olive Ave	W Main St	7	7	0	0	0	0	0	0	0
238	N Laurel St	Florence St	W Olive Ave	9	9	0	0	0	0	0	0	0
239	N Laurel St	W Olive Ave	Florence St	9	9	0	0	0	0	0	0	0
240	Florence St	N Laurel St	Lexington Ave	8	8	0	0	0	0	0	0	0
241	Florence St	Lexington Ave	N Orange St	9	9	0	0	0	0	0	0	0
242	Florence St	Lexington Ave	N Broadway Ave	5	5	0	0	0	0	0	0	0
243	Florence St	N Broadway Ave	Lexington Ave	6	6	0	0	0	0	0	0	0
244	Florence St	N 1st St	N Broadway Ave	10	10	0	0	0	0	0	0	0
245	Florence St	N Broadway Ave	N 1st St	9	9	0	0	0	0	0	0	0
246	N 1st St	Florence St	W Olive St	18	18	0	0	0	0	0	0	0
247	N 1st St	E Olive Ave	Florence St	22	22	0	0	0	0	0	0	0
248	N Broadway Ave	W Olive Ave	Florence St	12	0	0	0	0	12	0	0	0
249	N Broadway Ave	Florence St	W Olive Ave	23	0	0	0	23	0	0	0	0
250	W Olive Ave	Lander Ave	N Laurel St	13	13	0	0	0	0	0	0	0
251	W Olive Ave	N Laurel St	Lander Ave	16	16	0	0	0	0	0	0	0
			Total	**2549**	**2411**	**3**	**0**	**120**	**12**	**2**	**0**	**1**
			% Share		**95%**	**0%**	**0%**	**5%**	**0%**	**0%**	**0%**	**0%**

Note: Block faces signed "No Parking"

FLZ Freight Loading Zone

PLZ Passenger Lodaing Zone

Table 6. Zone 3 Inventory by Lot										
Lot	Total	GENERAL	ADA	Electric	CLZ	City Vehicles	Reference from City			
							Total	General	ADA	City Vehicles
A	35	33	2	0	0	0	31	30	1	0
B	58	54	4	0	0	0	58	54	4	0
C	38	35	3	0	0	0	37	35	2	0
D	25	24	1	0	0	0	25	24	1	0
E	30	28	2	0	0	0	30	28	2	0
F	53	50	3	0	0	0	53	50	3	0
G	25	22	3	0	0	0	24	22	2	0
H	64	60	4	0	0	0	64	60	4	0
I	49	47	2	0	0	0	47	45	2	0
J	41	39	2	0	0	0	41	39	2	0
K	70	53	3	0	0	14	70	53	3	14
L	35	31	4	0	0	0	37	33	4	0
Total	**523**	**476**	**33**	**0**	**0**	**14**	**517**	**473**	**30**	**14**

APPENDIX B

PARKING OCCUPANCY DATA

Table 7. Occupancy Summary by Zone										
Weekday	**Supply**	**Average Occupanc**	**9:00 AM**		**10:00 AM**		**3:00 PM**		**4:00 PM**	
			Counts	**%**	**Counts**	**%**	**Counts**	**%**	**Counts**	**%**
Zone 1	800	43%	301	38%	375	47%	358	45%	343	43%
Zone 2	2549	20%	473	19%	499	20%	509	20%	509	20%
Zone 3	523	46%	259	50%	256	49%	239	46%	214	41%
Total or Average	**3872**	**28%**	**1033**	**27%**	**1130**	**29%**	**1106**	**29%**	**1066**	**28%**
Saturday	**Supply**	**Average Occupanc**	**7:00 PM**		**8:00 PM**		**9:00 PM**		**10:00 PM**	
			Counts	**%**	**Counts**	**%**	**Counts**	**%**	**Counts**	**%**
Zone 1	800	29%	238	30%	250	31%	236	30%	202	25%
Zone 2	-	-	-	-	-	-	-	-	-	-
Zone 3	523	29%	119	23%	156	30%	151	29%	173	33%
Total or Average	**1323**	**29%**	**357**	**27%**	**406**	**31%**	**387**	**29%**	**375**	**28%**

Table 8. Zone 1 Weekday Occupancy by Block Face													
ID	Street	From	To	Supply	Average Occupancy	9:00 AM		10:00 AM		3:00 PM		4:00 PM	
						Counts	%	Counts	%	Counts	%	Counts	%
1T	Olive Ave	Denair Ave	Palm St	18	36%	4	22%	6	33%	7	39%	9	50%
2T	Olive Ave	Palm St	Thor St	5	20%	0	0%	1	20%	2	40%	1	20%
3T	Olive Ave	Thor St	Center St	11	32%	3	27%	3	27%	4	36%	4	36%
4T	Olive Ave	Center St	Golden State Blvd	0	0%	0	0%	0	0%	0	0%	0	0%
5T	Olive Ave	Golden State Blvd	1st St	0	0%	0	0%	0	0%	0	0%	0	0%
6T	Olive St	1st St	N Broadway Ave	8	22%	0	0%	2	25%	3	38%	2	25%
7T	Olive Ave	N Broadway Ave	Olive Ave	6	0%	0	0%	0	0%	0	0%	0	0%
8T	Lander Ave	Olive Ave	Main St	6	0%	0	0%	0	0%	0	0%	0	0%
9T	Lander Ave	Main St	N Broadway Ave	4	0%	0	0%	0	0%	0	0%	0	0%
10T	N Broadway Ave	Olive Ave	Main St	9	81%	5	56%	8	89%	9	100%	7	78%
11T	N Broadway Ave	Main St	Olive Ave	11	55%	4	36%	6	55%	9	82%	5	45%
12T	Olive Ave	N Broadway Ave	1st St	9	6%	0	0%	0	0%	1	11%	1	11%
13T	1st St	Olive Ave	Main St	7	68%	4	57%	5	71%	5	71%	5	71%
15T	Olive Ave	1st St	Golden State Blvd	0	0%	0	0%	0	0%	0	0%	0	0%
16T	Golden State Blvd	Olive Ave	Main St	8	41%	5	63%	1	13%	4	50%	3	38%
17T	Golden State Blvd	Main St	Olive Ave	3	0%	0	0%	0	0%	0	0%	0	0%
18T	Olive Ave	Golden State Blvd	Center Ave	3	25%	0	0%	0	0%	0	0%	3	100%
19T	Center Ave	Olive Ave	Main St	15	58%	1	7%	8	53%	13	87%	13	87%
20T	Center St	Main St	Olive Ave	11	41%	3	27%	5	45%	5	45%	5	45%
21T	Olive Ave	Center St	Thor St	9	22%	1	11%	3	33%	2	22%	2	22%
22T	Thor St	Olive Ave	Main St	8	47%	2	25%	5	63%	4	50%	4	50%
23T	Thor St	Main St	Olive Ave	9	58%	6	67%	7	78%	4	44%	4	44%
24T	Olive Ave	Thor St	Palm St	8	16%	0	0%	3	38%	2	25%	0	0%
25T	Palm St	Olive Ave	Main St	7	93%	7	100%	6	86%	7	100%	6	86%
26T	Palm St	Main St	Olive Ave	9	75%	6	67%	7	78%	7	78%	7	78%
27T	Olive Ave	Palm St	Denair Ave	10	68%	8	80%	9	90%	6	60%	4	40%
28T	Denair Ave	Olive Ave	Main St	10	68%	6	60%	7	70%	8	80%	6	60%
29T	Denair Ave	Main St	Olive Ave	9	67%	7	78%	6	67%	7	78%	4	44%
30T	Main St	Denair Ave	Palm St	18	56%	10	56%	13	72%	6	33%	11	61%
31T	Main St	Palm St	Thor St	13	71%	6	46%	8	62%	11	85%	12	92%
32T	Main St	Thor St	Center St	10	80%	8	80%	10	100%	6	60%	8	80%
33T	Main St	Center St	Golden State Blvd	3	75%	1	33%	3	100%	3	100%	2	67%
34T	Main St	Golden State Blvd	1st St	6	67%	3	50%	6	100%	3	50%	4	67%
35T	Main St	1st St	Broadway Ave	16	47%	4	25%	9	56%	6	38%	11	69%
36T	Main St	N Broadway Ave	Market St	13	71%	6	46%	10	77%	10	77%	11	85%
37T	Main St	Lander Ave	Market St	0	0%	0	0%	0	0%	0	0%	0	0%
38T	Main St	Market St	Broadway Ave	7	57%	3	43%	5	71%	4	57%	4	57%
39T	Market St	Main St	3rd St	4	38%	2	50%	1	25%	2	50%	1	25%
40T	Market St	3rd St	Broadway Ave	3	58%	2	67%	2	67%	1	33%	2	67%
41T	S Broadway Ave	Market St	A St	9	50%	5	56%	1	11%	5	56%	7	78%
42T	A St	S Broadway Ave	1st St	4	0%	0	0%	0	0%	0	0%	0	0%
44T	S 1st St	Main St	A St	28	5%	0	0%	2	7%	1	4%	3	11%
45T	A St	1st St	S Broadway Ave	5	0%	0	0%	0	0%	0	0%	0	0%
46T	S Broadway Ave	A St	Main St	20	61%	12	60%	15	75%	13	65%	9	45%
47T	S Broadway Ave	Main St	Market St	6	79%	4	67%	5	83%	4	67%	6	100%
48T	Main St	S Broadway Ave	1st St	10	48%	3	30%	6	60%	5	50%	5	50%
49T	Main St	1st St	Golden State Blvd	0	0%	0	0%	0	0%	0	0%	0	0%
50T	Golden State Blvd	Main St	Crane Ave	0	0%	0	0%	0	0%	0	0%	0	0%
51T	Golden State Blvd	Crane Ave	Main St	3	0%	0	0%	0	0%	0	0%	0	0%
52T	Main St	Golden State Blvd	Center St	9	92%	7	78%	9	100%	8	89%	9	100%
53T	Center St	Main St	Crane Ave	18	85%	16	89%	16	89%	15	83%	14	78%
54T	Center St	Crane Ave	Main St	17	43%	3	18%	5	29%	11	65%	10	59%
55T	Main St	Center St	Thor St	13	75%	12	92%	9	69%	10	77%	8	62%
56T	Thor St	Main St	Crane Ave	8	75%	7	88%	7	88%	4	50%	6	75%
57T	Thor St	Crane Ave	Main St	9	75%	8	89%	9	100%	5	56%	5	56%
58T	Main St	Thor St	Palm St	7	68%	3	43%	6	86%	5	71%	5	71%
59T	Palm St	Main St	Crane Ave	10	30%	5	50%	5	50%	1	10%	1	10%
60T	Palm St	Crane Ave	Main St	10	38%	0	0%	7	70%	4	40%	4	40%
61T	Main St	Palm St	Hamilton St	5	65%	2	40%	5	100%	2	40%	4	80%
62T	Hamilton St	Main St	Crane Ave	10	58%	8	80%	8	80%	5	50%	2	20%
63T	Hamilton St	Crane Ave	Main St	10	53%	8	80%	8	80%	3	30%	2	20%
64T	Main St	Hamilton St	Denair Ave	8	25%	3	38%	4	50%	1	13%	0	0%
65T	Denair Ave	Main St	Crane Ave	14	32%	5	36%	5	36%	5	36%	3	21%
66T	Denair Ave	Crane Ave	Main St	7	7%	1	14%	1	14%	0	0%	0	0%
67T	Crane Ave	Denair Ave	Hamilton St	18	19%	5	28%	3	17%	4	22%	2	11%
68T	Crane Ave	Hamilton St	Palm St	18	24%	4	22%	3	17%	5	28%	5	28%
69T	Crane Ave	Palm St	Thor St	14	27%	5	36%	1	7%	5	36%	4	29%
70T	Crane Ave	Thor St	Center St	12	75%	9	75%	10	83%	8	67%	9	75%
71T	Crane Ave	Center St	Golden State Blvd	12	77%	10	83%	12	100%	9	75%	6	50%
72T	Golden State Blvd	Crane Ave	Marshall St	3	0%	0	0%	0	0%	0	0%	0	0%
73T	Marshall St	Golden State Blvd	1st St	0	0%	0	0%	0	0%	0	0%	0	0%
74T	Marshall St	1st St	Golden State Blvd	0	0%	0	0%	0	0%	0	0%	0	0%
75T	Golden State Blvd	Marshall St	Crane Ave	4	38%	1	25%	3	75%	1	25%	1	25%
76T	Crane Ave	Golden State Blvd	Center Ave	3	50%	2	67%	2	67%	1	33%	1	33%
77T	Crane Ave	Center St	Thor St	13	44%	5	38%	6	46%	6	46%	6	46%
78T	Crane Ave	Thor St	Palm St	14	27%	4	29%	4	29%	4	29%	3	21%
79T	Crane Ave	Palm St	Hamilton St	14	25%	3	21%	3	21%	3	21%	5	36%
80T	Crane Ave	Hamilton St	Denair Ave	27	28%	8	30%	7	26%	9	33%	6	22%
81T	Main St	S Denair Ave	N Denair Ave	0	0%	0	0%	0	0%	0	0%	0	0%
82T	N 1St St	E Olive Ave	Florence St	19	17%	5	26%	3	16%	2	11%	3	16%
83T	N 1St St	Florence St	E Olive Ave	17	22%	2	12%	4	24%	5	29%	4	24%
84T	Market St	W Main St	S Broadway Ave	8	28%	1	13%	1	13%	3	38%	4	50%
85T	3rd St	Market St	A St	21	33%	3	14%	5	24%	11	52%	9	43%
86T	3rd St	A St	Market St	14	38%	1	7%	6	43%	8	57%	6	43%
87T	A St	S Broadway Ave	3rd St	7	18%	0	0%	1	14%	3	43%	1	14%
88T	A St	3rd St	S Broadway Ave	9	25%	1	11%	3	33%	2	22%	3	33%
89T	Crane Ave	S Golden State Blvd	Parking Lot	5	20%	2	40%	0	0%	1	20%	1	20%
90T	Crane Ave	Parking Lot	S Golden State Blvd	2	13%	1	50%	0	0%	0	0%	0	0%
			Total or Average	**800**	**43%**	**301**	**38%**	**375**	**47%**	**358**	**45%**	**343**	**43%**

Table 9. Zone 2 Weekday Occupancy by Block Face													
ID	Street	From	To	Supply	Average Occupancy	9:00 AM		10:00 AM		3:00 PM		4:00 PM	
						Counts	%	Counts	%	Counts	%	Counts	%
1	E Canal Dr	N Palm St	Geer Rd	8	53%	6	75%	3	38%	5	63%	3	38%
2	E Canal Dr	Geer Rd	N Thor St	3	0%	0	0%	0	0%	0	0%	0	0%
4	E Canal Dr	N Thor St	N Palm St	9	11%	1	11%	0	0%	2	22%	1	11%
5	E Canal Dr	N Denair Ave	N Palm St	19	24%	4	21%	3	16%	7	37%	4	21%
6	E Canal Dr	N Palm St	Monroe Ave	6	13%	0	0%	1	17%	1	17%	1	17%
7	E Canal Dr	Monroe Ave	Wolfe Ave	10	13%	0	0%	2	20%	0	0%	3	30%
8	E Canal Dr	Wolfe Ave	N Denair Ave	2	13%	0	0%	1	50%	0	0%	0	0%
9	E Canal Dr	N Mitchell Ave	N Denair Ave	27	0%	0	0%	0	0%	0	0%	0	0%
10	E Canal Dr	N Denair Ave	Mitchell Ave	11	2%	0	0%	0	0%	1	9%	0	0%
11	E Canal Dr	Kenwood Ave	Mitchell Ave	10	53%	5	50%	4	40%	6	60%	6	60%
12	E Canal Dr	Mitchell Ave	Bonita Ave	5	0%	0	0%	0	0%	0	0%	0	0%
13	E Canal Dr	N Olive Ave	Kenwood Ave	6	21%	1	17%	2	33%	1	17%	1	17%
14	E Canal Dr	Bonita Ave	E Olive Ave	0	0%	0	0%	0	0%	0	0%	0	0%
15	E Canal Dr	E Main St	N Olive Ave	13	2%	0	0%	1	8%	0	0%	0	0%
16	E Canal Dr	E Olive Ave	E Main St	9	28%	1	11%	5	56%	1	11%	3	33%
17	Lincoln Ave	N Thor St	Geer Rd	3	0%	0	0%	0	0%	0	0%	0	0%
18	Lincoln Ave	Geer Rd	N Thor St	6	13%	1	17%	1	17%	0	0%	1	17%
19	Lincoln Ave	Monroe Ave	N Thor St	8	13%	1	13%	1	13%	1	13%	1	13%
20	Lincoln Ave	N Thor St	Monroe Ave	6	0%	0	0%	0	0%	0	0%	0	0%
22	Monroe Ave	Lincoln Ave	N Palm St	10	3%	0	0%	1	10%	0	0%	0	0%
23	Monroe Ave	E Canal Dr	N Palm St	8	13%	1	13%	2	25%	1	13%	0	0%
24	Monroe Ave	N Palm St	E Canal Dr	10	30%	4	40%	3	30%	2	20%	3	30%
26	Monroe Ave	Lincoln Ave	N Thor St	4	0%	0	0%	0	0%	0	0%	0	0%
27	Monroe Ave	N Center St	N Thor St	10	20%	2	20%	3	30%	1	10%	2	20%
28	Monroe Ave	N Thor St	N Center St	8	31%	2	25%	2	25%	3	38%	3	38%
29	N Center St	Monroe Ave	N Center St	0	0%	0	0%	0	0%	0	0%	0	0%
30	N Center St	N Center St	Monroe Ave	8	19%	2	25%	2	25%	1	13%	1	13%
31	N Center St	N Golden State Blvd	E Olive Ave	17	49%	9	53%	10	59%	8	47%	6	35%
33	Wolfe Ave	N Thor St	N Center St	8	3%	0	0%	0	0%	0	0%	1	13%
34	Wolfe Ave	N Center St	N Thor St	10	0%	0	0%	0	0%	0	0%	0	0%
36	Wolfe Ave	N Palm St	N Thor St	13	12%	1	8%	1	8%	3	23%	1	8%
37	Wolfe Ave	N Thor St	N Palm St	10	20%	3	30%	2	20%	1	10%	2	20%
38	Wolfe Ave	E Canal Ave	N Palm St	22	19%	5	23%	6	27%	3	14%	3	14%
39	Wolfe Ave	N Palm St	E Canal St	24	19%	3	13%	5	21%	3	13%	7	29%
40	N Denair Ave	E Canal Dr	Mitchell Ave	8	47%	4	50%	4	50%	4	50%	3	38%
41	N Denair Ave	Mitchell Ave	E Canal Ave	8	44%	4	50%	3	38%	4	50%	3	38%
42	Mitchell Ave	E Canal Dr	N Denair Ave	8	0%	0	0%	0	0%	0	0%	0	0%
43	Mitchell Ave	N Denair Ave	E Canal Dr	7	14%	0	0%	0	0%	1	14%	3	43%
44	Mitchell Ave	N Palm St	N Denair Ave	23	33%	6	26%	7	30%	8	35%	9	39%
45	Mitchell Ave	N Denair Ave	N Palm St	24	38%	8	33%	8	33%	9	38%	11	46%
46	Mitchell Ave	N Thor St	N Palm St	10	50%	3	30%	5	50%	6	60%	6	60%
47	Mitchell Ave	N Palm St	N Thor St	9	69%	7	78%	4	44%	7	78%	7	78%
48	Mitchell Ave	N Center St	N Thor St	10	18%	2	20%	1	10%	2	20%	2	20%
49	Mitchell Ave	N Thor St	N Center St	9	8%	1	11%	0	0%	1	11%	1	11%
50	N Center St	Mitchell Ave	Wolfe Ave	18	10%	2	11%	1	6%	2	11%	2	11%
54	E Olive Ave	Bonita Ave	N Denair Ave	9	25%	4	44%	3	33%	1	11%	1	11%
55	E Olive Ave	N Denair Ave	Bonita Ave	9	50%	5	56%	3	33%	4	44%	6	67%
56	E Olive Ave	E Canal Ave	Bonita Ave	5	0%	0	0%	0	0%	0	0%	0	0%
57	E Olive Ave	Bonita Ave	E Canal Dr	2	0%	0	0%	0	0%	0	0%	0	0%
58	E Main St	E Canal Dr	Bonita St	10	20%	0	0%	4	40%	2	20%	2	20%
59	E Main St	Lyons Ave	E Canal Dr	13	0%	0	0%	0	0%	0	0%	0	0%
60	E Main St	N Minaret Ave	Lyons Ave	0	0%	0	0%	0	0%	0	0%	0	0%
61	E Main St	Bonita Ave	N Denair Ave	11	52%	7	64%	6	55%	7	64%	3	27%
62	E Main St	N Denair Ave	N Minaret Ave	12	42%	3	25%	3	25%	6	50%	8	67%
63	Marshall St	S Center St	S Golden State Blvd	2	0%	0	0%	0	0%	0	0%	0	0%
64	Marshall St	S Golden State Blvd	S Center St	2	0%	0	0%	0	0%	0	0%	0	0%
65	Marshall St	S Thor St	S Center St	6	83%	6	100%	4	67%	6	100%	4	67%
66	Marshall St	S Center St	S Thor St	4	100%	3	75%	3	75%	5	125%	5	125%
67	E Marshall St	S Palm St	S Thor St	9	0%	0	0%	0	0%	0	0%	0	0%
68	E Marshall St	S Thor St	S Palm St	12	0%	0	0%	0	0%	0	0%	0	0%
69	E Marshall St	Hamilton St	S Palm St	14	25%	4	29%	4	29%	3	21%	3	21%
70	E Marshall St	S Palm St	Hamilton St	12	4%	0	0%	0	0%	1	8%	1	8%
71	E Marshall St	N Minaret Ave	Hamilton St	4	94%	4	100%	4	100%	4	100%	3	75%
72	E Marshall St	Hamilton St	N Minaret Ave	4	6%	0	0%	0	0%	1	25%	0	0%
73	Mill St	N Minaret Ave	S Palm St	7	0%	0	0%	0	0%	0	0%	0	0%
74	Mill St	S Palm St	N Minaret Ave	7	0%	0	0%	0	0%	0	0%	0	0%
75	Mill St	S Palm St	S Thor St	8	25%	2	25%	1	13%	3	38%	2	25%
76	Mill St	S Thor St	S Palm St	11	48%	6	55%	6	55%	5	45%	4	36%
77	Mill St	S Thor St	S Center St	6	25%	1	17%	1	17%	2	33%	2	33%
78	Mill St	S Center St	S Thor St	8	25%	2	25%	2	25%	2	25%	2	25%
79	S Golden State Blvd	Marshall St	Minerva St	0	0%	0	0%	0	0%	0	0%	0	0%
80	S Golden State Blvd	East Ave	Marshall St	0	0%	0	0%	0	0%	0	0%	0	0%
81	East Ave	S Center St	S Golden State Blvd	5	0%	0	0%	0	0%	0	0%	0	0%
82	East Ave	S Golden State Blvd	S Center St	3	0%	0	0%	0	0%	0	0%	0	0%
83	East Ave	S Thor St	S Centr St	10	0%	0	0%	0	0%	0	0%	0	0%
84	East Ave	S Center St	Minerva St	12	0%	0	0%	0	0%	0	0%	0	0%
85	East Ave	N Minaret Ave	S Thor St	0	0%	0	0%	0	0%	0	0%	0	0%
87	N Minaret Ave	Race St	East Ave	6	0%	0	0%	0	0%	0	0%	0	0%
88	N Minaret Ave	East Ave	Myrtle St	7	0%	0	0%	0	0%	0	0%	0	0%

Table 9 (Continued). Zone 2 Weekday Occupancy by Block Face													
ID	Street	From	To	Supply	Average Occupancy	9:00 AM		10:00 AM		3:00 PM		4:00 PM	
						Counts	%	Counts	%	Counts	%	Counts	%
89	N Minaret Ave	S Palm St	Race St	2	0%	0	0%	0	0%	0	0%	0	0%
90	N Minaret Ave	Myrtle St	Merritt St	10	35%	4	40%	4	40%	3	30%	3	30%
91	N Minaret Ave	Mill St	S Palm St	8	0%	0	0%	0	0%	0	0%	0	0%
92	N Minaret Ave	Merritt St	Sycamore St	12	8%	1	8%	1	8%	1	8%	1	8%
94	N Minaret Ave	Hamilton St	Mill St	5	0%	0	0%	0	0%	0	0%	0	0%
95	N Minaret Ave	Sycamore St	E Marshall St	11	23%	4	36%	2	18%	2	18%	2	18%
96	N Minaret Ave	E Marshall St	Hamilton St	9	0%	0	0%	0	0%	0	0%	0	0%
97	N Minaret Ave	E Marshall St	Cahill St	9	19%	0	0%	1	11%	2	22%	4	44%
98	N Minaret Ave	Cahill St	E Marshall St	8	44%	4	50%	3	38%	3	38%	4	50%
99	Crane Ave	S Denair Ave	N Minaret Ave	1	50%	0	0%	1	100%	1	100%	0	0%
100	N Minaret Ave	Cahill St	Cooper Ave	10	48%	1	10%	8	80%	6	60%	4	40%
101	N Minaret Ave	E Main St	Crane Ave	12	48%	5	42%	5	42%	7	58%	6	50%
104	N Minaret Ave	Cooper Ave	E Main St	9	14%	3	33%	1	11%	1	11%	0	0%
105	Bonita Ave	E Olive Ave	E Main St	10	55%	4	40%	5	50%	5	50%	8	80%
106	Bonita Ave	E Main St	E Olive Ave	9	28%	3	33%	3	33%	2	22%	2	22%
107	Bonita Ave	E Canal Dr	E Olive Ave	5	60%	3	60%	2	40%	3	60%	4	80%
108	Bonita Ave	E Olive Ave	E Canal Dr	3	67%	1	33%	2	67%	2	67%	3	100%
109	N Denair Ave	Mitchell Ave	E Olive Ave	11	50%	5	45%	6	55%	5	45%	6	55%
110	N Denair Ave	E Olive Ave	Mitchell Ave	11	9%	0	0%	1	9%	3	27%	0	0%
111	N Palm St	E Olive Ave	Mitchell Ave	9	83%	9	100%	6	67%	8	89%	7	78%
112	N Palm St	Mitchell Ave	E Olive Ave	7	75%	6	86%	6	86%	5	71%	4	57%
113	N Palm St	Mitchell Ave	Wolfe Ave	10	35%	4	40%	2	20%	4	40%	4	40%
114	N Palm St	Wolfe AAve	Mitchell Ave	11	20%	0	0%	2	18%	4	36%	3	27%
115	N Palm St	Wolfe Ave	Monroe Ave	10	30%	3	30%	3	30%	3	30%	3	30%
116	N Palm St	Monroe Ave	Wolfe Ave	9	0%	0	0%	0	0%	0	0%	0	0%
117	N Palm St	Monroe Ave	E Canal Dr	6	0%	0	0%	0	0%	0	0%	0	0%
118	N Palm St	E Canal Dr	Monroe Ave	10	3%	0	0%	0	0%	0	0%	1	10%
119	N Thor St	Lincoln Ave	E Canal Dr	9	33%	4	44%	3	33%	3	33%	2	22%
120	N Thor St	E Canal Dr	Lincoln Ave	9	44%	6	67%	3	33%	4	44%	3	33%
121	N Thor St	Monroe Ave	Lincoln Ave	4	0%	0	0%	0	0%	0	0%	0	0%
122	N Thor St	Lincoln Ave	Monroe Ave	10	25%	2	20%	2	20%	3	30%	3	30%
123	N Thor St	Monroe Ave	Wolfe Ave	8	0%	0	0%	0	0%	0	0%	0	0%
124	N Thor St	Wolfe Ave	Monroe Ave	11	18%	2	18%	1	9%	2	18%	3	27%
125	N Thor St	Wolfe Ave	Mitchell Ave	10	20%	2	20%	2	20%	2	20%	2	20%
126	N Thor St	Mitchell Ave	Wolfe Ave	10	13%	2	20%	0	0%	1	10%	2	20%
127	N Thor St	Mitchell Ave	E Olive Ave	8	69%	7	88%	4	50%	5	63%	6	75%
128	N Thor St	E Olive Ave	Mitchell Ave	12	60%	7	58%	7	58%	6	50%	9	75%
129	N Golden State Blvd	E Olive Ave	N Center St	10	0%	0	0%	0	0%	0	0%	0	0%
133	N Front St	Access	E Olive Ave	12	73%	5	42%	9	75%	10	83%	11	92%
137	N Golden State Blvd	Geer Rd	Access	13	6%	0	0%	2	15%	0	0%	1	8%
140	N Golden State Blvd	Access Rd	Geer Rd	0	0%	0	0%	0	0%	0	0%	0	0%
143	Geer Rd	W Canal Dr	N Golden State Blvd	7	11%	3	43%	0	0%	0	0%	0	0%
144	Geer Rd	N Golden State Blvd	Lincoln Ave	2	25%	1	50%	1	50%	0	0%	0	0%
145	Geer Rd	Lincoln Ave	E Canal Dr	2	0%	0	0%	0	0%	0	0%	0	0%
146	Crane Ave	N Minaret Ave	S Denair Ave	7	36%	2	29%	4	57%	2	29%	2	29%
147	Hamilton St	Crane Ave	E Marshall St	9	36%	3	33%	3	33%	3	33%	4	44%
148	Hamilton St	E Marshall St	Crane Ave	10	35%	2	20%	4	40%	4	40%	4	40%
149	Hamilton St	E Marshall St	N Minaret Ave	0	0%	0	0%	0	0%	0	0%	0	0%
150	Hamilton St	N Minaret St	E Marshall St	0	0%	0	0%	0	0%	0	0%	0	0%
151	S Palm St	Mill St	N Minaret Ave	8	3%	0	0%	0	0%	0	0%	1	13%
152	S Palm St	N Minaret Ave	Mill St	5	10%	0	0%	0	0%	0	0%	2	40%
153	S Palm St	E Marshal St	Mill St	12	15%	2	17%	2	17%	2	17%	1	8%
154	S Palm St	Mill St	E Marshall St	275	1%	2	1%	3	1%	4	1%	4	1%
155	S Palm St	Crance Ave	E Marshall St	11	25%	3	27%	3	27%	2	18%	3	27%
156	S Palm St	E Marshall St	Crane Ave	16	16%	2	13%	3	19%	3	19%	2	13%
157	S Thor St	Crane Ave	E Marshall St	22	81%	19	86%	17	77%	18	82%	17	77%
158	S Thor St	E Marshal St	Crane Ave	13	33%	5	38%	2	15%	5	38%	5	38%
159	S Thor St	E Marshall St	Mill St	10	48%	5	50%	6	60%	4	40%	4	40%
160	S Thor St	Mill St	E Marshall St	11	36%	4	36%	4	36%	4	36%	4	36%
161	S Thor St	Mill St	East Ave	259	0%	0	0%	0	0%	0	0%	1	0%
162	S Thor St	Race St	Mill St	10	0%	0	0%	0	0%	0	0%	0	0%
163	Race St	N Minaret Ave	S Thor St	7	7%	0	0%	0	0%	1	14%	1	14%
164	Race St	S Thor St	N Minaret Ave	9	0%	0	0%	0	0%	0	0%	0	0%
165	S Thor St	East Ave	Race St	0	0%	0	0%	0	0%	0	0%	0	0%
166	Minerva St	S Center St	S Minaret Ave	10	8%	0	0%	0	0%	1	10%	2	20%
167	Minerva St	East Ave	S Center St	13	6%	0	0%	1	8%	1	8%	1	8%
168	Minerva St	S Golden State Blvd	S Center St	4	19%	0	0%	2	50%	1	25%	0	0%
169	Minerva St	S Center St	G Golden State Blvd	7	25%	3	43%	2	29%	1	14%	1	14%
171	S Golden State Blvd	Minerva St	East Ave	25	15%	2	8%	4	16%	4	16%	5	20%
172	S Center St	East Ave	Minerva St	13	62%	5	38%	9	69%	8	62%	10	77%
173	S Center St	Minerva St	East Ave	13	46%	7	54%	6	46%	4	31%	7	54%
174	S Center St	East Ave	Mill St	2	25%	0	0%	0	0%	1	50%	1	50%
175	S Center St	Marshall St	East Ave	12	71%	9	75%	8	67%	9	75%	8	67%
176	S Center St	Mill St	Marshall St	8	31%	3	38%	2	25%	2	25%	3	38%
177	S Center St	Crane Ave	Marshall St	17	40%	4	24%	6	35%	9	53%	8	47%
178	S Center St	Marshall St	Crane Ave	5	110%	5	100%	6	120%	6	120%	5	100%
179	A St	4th St	3rd St	6	0%	0	0%	0	0%	0	0%	0	0%
180	A St	3rd St	4th St	10	3%	1	10%	0	0%	0	0%	0	0%
181	A St	Lander Ave	4th Ave	4	6%	1	25%	0	0%	0	0%	0	0%

Table 9 (Continued). Zone 2 Weekday Occupancy by Block Face													
ID	Street	From	To	Supply	Average Occupancy	9:00 AM		10:00 AM		3:00 PM		4:00 PM	
						Counts	%	Counts	%	Counts	%	Counts	%
182	A St	4th St	Lander Ave	2	50%	1	50%	1	50%	1	50%	1	50%
183	Lander Ave	5th St	A St	3	0%	0	0%	0	0%	0	0%	0	0%
184	Lander Ave	High St	Castor St	13	50%	5	38%	8	62%	7	54%	6	46%
185	5th St	Lander Ave	B St	4	75%	2	50%	3	75%	3	75%	4	100%
186	5th St	B St	Lander Ave	8	53%	3	38%	5	63%	4	50%	5	63%
187	5th St	B St	C St	0	0%	0	0%	0	0%	0	0%	0	0%
188	5t St	C St	B St	14	4%	1	7%	1	7%	0	0%	0	0%
189	C St	3rd St	5th St	14	13%	2	14%	2	14%	1	7%	2	14%
190	C St	5th St	3rd St	6	0%	0	0%	0	0%	0	0%	0	0%
191	3rd St	C St	D St	20	0%	0	0%	0	0%	0	0%	0	0%
192	3rd St	D St	C St	17	1%	0	0%	0	0%	1	6%	0	0%
193	D St	S Broadway St	3rd St	4	13%	0	0%	1	25%	1	25%	0	0%
194	D St	3rd St	S 1st St	6	17%	1	17%	1	17%	1	17%	1	17%
195	D St	S 1st St	S Broadway St	4	13%	0	0%	1	25%	1	25%	0	0%
197	S 1st St	C St	D St	10	5%	1	10%	1	10%	0	0%	0	0%
198	S 1st St	D St	Marshall St	12	0%	0	0%	0	0%	0	0%	0	0%
199	S 1st St	B St	C St	15	48%	8	53%	6	40%	7	47%	8	53%
201	S 1st St	Marshall St	B St	10	3%	0	0%	1	10%	0	0%	0	0%
203	B St	S 1st St	S Broadway St	6	13%	1	17%	1	17%	1	17%	0	0%
204	B St	S Broadway St	S 1st St	7	61%	5	71%	3	43%	8	114%	1	14%
205	B St	S Broadway St	3rd St	7	21%	1	14%	1	14%	3	43%	1	14%
206	B St	3rd St	S Broadway St	11	68%	8	73%	7	64%	8	73%	7	64%
207	B St	3rd St	4th St	10	0%	0	0%	0	0%	0	0%	0	0%
208	B St	5th St	3rd St	14	4%	0	0%	0	0%	1	7%	1	7%
209	B St	4th St	5th St	12	0%	0	0%	0	0%	0	0%	0	0%
211	4th St	A St	B St	11	61%	6	55%	8	73%	8	73%	5	45%
212	4th St	B St	A St	16	36%	5	31%	6	38%	6	38%	6	38%
213	4th St	Lander Ave	A St	6	29%	1	17%	2	33%	2	33%	2	33%
214	4th St	A St	Lander Ave	15	53%	6	40%	11	73%	8	53%	7	47%
215	Lander Ave	A St	4th St	6	4%	1	17%	0	0%	0	0%	0	0%
216	Lander Ave	Columbia Ave	High St	11	11%	1	9%	2	18%	0	0%	2	18%
217	Lander Ave	4th St	W Main St	11	27%	0	0%	3	27%	5	45%	4	36%
218	Lander Ave	W Main St	Columbia Ave	5	5%	1	20%	0	0%	0	0%	0	0%
219	3rd St	A St	B St	6	38%	2	33%	1	17%	2	33%	4	67%
220	3rd St	B St	A St	13	10%	1	8%	1	8%	1	8%	2	15%
221	3rd St	B St	C St	16	0%	0	0%	0	0%	0	0%	0	0%
222	3rd St	C St	B St	6	83%	7	117%	5	83%	5	83%	3	50%
223	C St	3rd St	S Broadway St	9	11%	1	11%	1	11%	1	11%	1	11%
224	C St	S Broadway St	3rd St	10	8%	1	10%	1	10%	0	0%	1	10%
225	C St	S Broadway St	S 1st St	7	61%	4	57%	6	86%	3	43%	4	57%
226	C St	S 1st St	S Broadway St	9	25%	1	11%	2	22%	3	33%	3	33%
227	S Broadway St	D St	C St	12	60%	9	75%	7	58%	6	50%	7	58%
228	S Broadway St	C St	D St	15	37%	6	40%	5	33%	5	33%	6	40%
229	S Broadway St	B St	C St	10	28%	3	30%	4	40%	2	20%	2	20%
230	S Broadway St	C St	B St	16	52%	8	50%	8	50%	8	50%	9	56%
231	S Broadway St	A St	B St	8	56%	6	75%	6	75%	3	38%	3	38%
232	S Broadway St	B St	A St	11	39%	4	36%	7	64%	2	18%	4	36%
233	W Main St	Locust St	Lander Ave	3	58%	3	100%	2	67%	1	33%	1	33%
234	W Main St	N Laurel St	Locust St	2	50%	0	0%	0	0%	2	100%	2	100%
235	W Main St	Lander Ave	N Laurel St	6	4%	0	0%	1	17%	0	0%	0	0%
236	N Laurel St	W Main St	W Olive Ave	10	0%	0	0%	0	0%	0	0%	0	0%
237	N Laurel St	W Olive Ave	W Main St	7	29%	2	29%	2	29%	2	29%	2	29%
238	N Laurel St	Florence St	W Olive Ave	9	28%	2	22%	2	22%	3	33%	3	33%
239	N Laurel St	W Olive Ave	Florence St	9	0%	0	0%	0	0%	0	0%	0	0%
240	Florence St	N Laurel St	Lexington Ave	8	3%	0	0%	0	0%	1	13%	0	0%
241	Florence St	Lexington Ave	N Orange St	9	17%	1	11%	0	0%	3	33%	2	22%
242	Florence St	Lexington Ave	N Broadway Ave	5	0%	0	0%	0	0%	0	0%	0	0%
243	Florence St	N Broadway Ave	Lexington Ave	6	4%	0	0%	0	0%	0	0%	1	17%
244	Florence St	N 1st St	N Broadway Ave	10	48%	5	50%	4	40%	5	50%	5	50%
245	Florence St	N Broadway Ave	N 1st St	9	42%	6	67%	4	44%	2	22%	3	33%
246	N 1st St	Florence St	W Olive St	18	26%	4	22%	7	39%	4	22%	4	22%
247	N 1st St	E Olive Ave	Florence St	22	16%	4	18%	4	18%	4	18%	2	9%
248	N Broadway Ave	W Olive Ave	Florence St	12	29%	4	33%	4	33%	4	33%	2	17%
249	N Broadway Ave	Florence St	W Olive Ave	23	13%	1	4%	1	4%	4	17%	6	26%
250	W Olive Ave	Lander Ave	N Laurel St	13	8%	0	0%	2	15%	1	8%	1	8%
251	W Olive Ave	N Laurel St	Lander Ave	16	14%	2	13%	4	25%	3	19%	0	0%
			Total or Average	**2549**	**20%**	**474**	**19%**	**500**	**20%**	**510**	**20%**	**510**	**20%**

Table 10. Zone 3 (Public Parking Lots) Weekday Occupancy by Lot										
Lot	Supply	Average Occupancy	9:00 AM		10:00 AM		3:00 PM		4:00 PM	
			Counts	%	Counts	%	Counts	%	Counts	%
A	35	56%	14	40%	20	57%	17	49%	27	77%
B	58	80%	54	93%	52	90%	51	88%	29	50%
C	38	26%	9	24%	11	29%	10	26%	10	26%
D	25	89%	25	100%	24	96%	23	92%	17	68%
E	30	76%	16	53%	24	80%	26	87%	25	83%
F	53	11%	3	6%	7	13%	7	13%	7	13%
G	25	19%	5	20%	4	16%	5	20%	5	20%
H	64	32%	19	30%	22	34%	24	38%	17	27%
I	49	31%	16	33%	13	27%	17	35%	14	29%
J	41	68%	36	88%	36	88%	20	49%	20	49%
K	70	50%	38	54%	39	56%	26	37%	38	54%
L	35	33%	24	69%	4	11%	13	37%	5	14%
Total	**523**	**46%**	**259**	**50%**	**256**	**49%**	**239**	**46%**	**214**	**41%**

Table 11. Zone 1 Saturday Occupancy by Block Face													
ID	Street	From	To	Supply	Average Occupancy	7:00 PM		8:00 PM		9:00 PM		10:00 PM	
						Counts	%	Counts	%	Counts	%	Counts	%
1T	Olive Ave	Denair Ave	Palm St	18	1%	1	6%	0	0%	0	0%	0	0%
2T	Olive Ave	Palm St	Thor St	5	60%	6	120%	5	100%	3	60%	1	20%
3T	Olive Ave	Thor St	Center St	11	33%	4	36%	4	36%	5	45%	5	45%
4T	Olive Ave	Center St	Golden State Blvd	0	0%	0	0%	0	0%	0	0%	0	0%
5T	Olive Ave	Golden State Blvd	1st St	0	0%	0	0%	0	0%	0	0%	0	0%
6T	Olive St	1st St	N Broadway Ave	8	0%	0	0%	0	0%	0	0%	0	0%
7T	Olive Ave	N Broadway Ave	Olive Ave	6	0%	0	0%	0	0%	0	0%	0	0%
8T	Lander Ave	Olive Ave	Main St	6	0%	0	0%	0	0%	0	0%	0	0%
9T	Lander Ave	Main St	N Broadway Ave	4	0%	0	0%	0	0%	0	0%	0	0%
10T	N Broadway Ave	Olive Ave	Main St	9	80%	9	100%	9	100%	9	100%	9	100%
11T	N Broadway Ave	Main St	Olive Ave	11	71%	10	91%	9	82%	11	100%	9	82%
12T	Olive Ave	N Broadway Ave	1st St	9	0%	0	0%	0	0%	0	0%	0	0%
13T	1st St	Olive Ave	Main St	7	66%	3	43%	7	100%	6	86%	7	100%
15T	Olive Ave	1st St	Golden State Blvd	0	0%	0	0%	0	0%	0	0%	0	0%
16T	Golden State Blvd	Olive Ave	Main St	8	3%	0	0%	1	13%	0	0%	0	0%
17T	Golden State Blvd	Main St	Olive Ave	3	0%	0	0%	0	0%	0	0%	0	0%
18T	Olive Ave	Golden State Blvd	Center Ave	3	0%	0	0%	0	0%	0	0%	0	0%
19T	Center Ave	Olive Ave	Main St	15	56%	14	93%	11	73%	9	60%	8	53%
20T	Center St	Main St	Olive Ave	11	35%	6	55%	5	45%	5	45%	3	27%
21T	Olive Ave	Center St	Thor St	9	16%	1	11%	2	22%	2	22%	2	22%
22T	Thor St	Olive Ave	Main St	8	10%	0	0%	0	0%	2	25%	2	25%
23T	Thor St	Main St	Olive Ave	9	0%	0	0%	0	0%	0	0%	0	0%
24T	Olive Ave	Thor St	Palm St	8	10%	1	13%	3	38%	0	0%	0	0%
25T	Palm St	Olive Ave	Main St	7	3%	0	0%	0	0%	1	14%	0	0%
26T	Palm St	Main St	Olive Ave	9	0%	0	0%	0	0%	0	0%	0	0%
27T	Olive Ave	Palm St	Denair Ave	10	0%	0	0%	0	0%	0	0%	0	0%
28T	Denair Ave	Olive Ave	Main St	10	10%	1	10%	1	10%	1	10%	2	20%
29T	Denair Ave	Main St	Olive Ave	9	20%	3	33%	2	22%	2	22%	2	22%
30T	Main St	Denair Ave	Palm St	18	13%	2	11%	3	17%	4	22%	3	17%
31T	Main St	Palm St	Thor St	13	25%	4	31%	5	38%	5	38%	2	15%
32T	Main St	Thor St	Center St	10	44%	7	70%	6	60%	6	60%	3	30%
33T	Main St	Center St	Golden State Blvd	3	27%	3	100%	1	33%	0	0%	0	0%
34T	Main St	Golden State Blvd	1st St	6	70%	6	100%	5	83%	5	83%	5	83%
35T	Main St	1st St	Broadway Ave	16	70%	14	88%	14	88%	14	88%	14	88%
36T	Main St	N Broadway Ave	Market St	13	71%	10	77%	12	92%	12	92%	12	92%
37T	Main St	Lander Ave	Market St	0	0%	0	0%	0	0%	0	0%	0	0%
38T	Main St	Market St	Broadway Ave	7	74%	6	86%	7	100%	7	100%	6	86%
39T	Market St	Main St	3rd St	4	45%	3	75%	1	25%	2	50%	3	75%
40T	Market St	3rd St	Broadway Ave	3	47%	3	100%	0	0%	2	67%	2	67%
41T	S Broadway Ave	Market St	A St	9	38%	1	11%	6	67%	6	67%	4	44%
42T	A St	S Broadway Ave	1st St	4	0%	0	0%	0	0%	0	0%	0	0%
44T	1st St	Main St	A St	28	12%	1	4%	3	11%	6	21%	7	25%
45T	A St	1st St	S Broadway Ave	5	8%	0	0%	0	0%	1	20%	1	20%
46T	S Broadway Ave	A St	Main St	20	55%	6	30%	14	70%	17	85%	18	90%
47T	S Broadway Ave	Main St	Market St	6	70%	6	100%	6	100%	4	67%	5	83%
48T	Main St	S Broadway Ave	1st St	10	74%	10	100%	7	70%	10	100%	10	100%
49T	Main St	1st St	Golden State Blvd	0	0%	0	0%	0	0%	0	0%	0	0%
50T	Golden State Blvd	Main St	Crane Ave	0	0%	0	0%	0	0%	0	0%	0	0%
51T	Golden State Blvd	Crane Ave	Main St	3	0%	0	0%	0	0%	0	0%	0	0%
52T	Main St	Golden State Blvd	Center St	9	60%	9	100%	8	89%	7	78%	3	33%
53T	Center St	Main St	Crane Ave	18	38%	11	61%	11	61%	9	50%	3	17%
54T	Center St	Crane Ave	Main St	17	29%	7	41%	8	47%	6	35%	4	24%
55T	Main St	Center St	Thor St	13	23%	5	38%	6	46%	2	15%	2	15%
56T	Thor St	Main St	Crane Ave	8	55%	6	75%	6	75%	6	75%	4	50%
57T	Thor St	Crane Ave	Main St	9	49%	5	56%	4	44%	7	78%	6	67%
58T	Main St	Thor St	Palm St	7	26%	1	14%	6	86%	1	14%	1	14%
59T	Palm St	Main St	Crane Ave	10	20%	3	30%	5	50%	0	0%	2	20%
60T	Palm St	Crane Ave	Main St	10	28%	2	20%	7	70%	3	30%	2	20%
61T	Main St	Palm St	Hamilton St	5	8%	0	0%	2	40%	0	0%	0	0%
62T	Hamilton St	Main St	Crane Ave	10	12%	3	30%	0	0%	0	0%	3	30%
63T	Hamilton St	Crane Ave	Main St	10	10%	0	0%	2	20%	3	30%	0	0%
64T	Main St	Hamilton St	Denair Ave	8	0%	0	0%	0	0%	0	0%	0	0%
65T	Denair Ave	Main St	Crane Ave	14	1%	1	7%	0	0%	0	0%	0	0%
66T	Denair Ave	Crane Ave	Main St	7	14%	1	14%	1	14%	1	14%	2	29%
67T	Crane Ave	Denair Ave	Hamilton St	18	12%	3	17%	3	17%	2	11%	3	17%
68T	Crane Ave	Hamilton St	Palm St	18	13%	2	11%	2	11%	5	28%	3	17%
69T	Crane Ave	Palm St	Thor St	14	9%	3	21%	0	0%	3	21%	0	0%
70T	Crane Ave	Thor St	Center St	12	7%	1	8%	2	17%	0	0%	1	8%
71T	Crane Ave	Center St	Golden State Blvd	12	7%	1	8%	2	17%	1	8%	0	0%
72T	Golden State Blvd	Crane Ave	Marshall St	3	0%	0	0%	0	0%	0	0%	0	0%
73T	Marshall St	Golden State Blvd	1st St	0	0%	0	0%	0	0%	0	0%	0	0%
74T	Marshall St	1st St	Golden State Blvd	0	0%	0	0%	0	0%	0	0%	0	0%
75T	Golden State Blvd	Marshall St	Crane Ave	4	30%	2	50%	2	50%	2	50%	0	0%
76T	Crane Ave	Golden State Blvd	Center Ave	3	13%	1	33%	0	0%	1	33%	0	0%
77T	Crane Ave	Center St	Thor St	13	0%	0	0%	0	0%	0	0%	0	0%
78T	Crane Ave	Thor St	Palm St	14	3%	2	14%	0	0%	0	0%	0	0%
79T	Crane Ave	Palm St	Hamilton St	14	27%	5	36%	5	36%	5	36%	4	29%
80T	Crane Ave	Hamilton St	Denair Ave	27	14%	7	26%	5	19%	4	15%	3	11%
81T	Main St	S Denair Ave	N Denair Ave	0	0%	0	0%	0	0%	0	0%	0	0%
82T	N 1St St	E Olive Ave	Florence St	19	0%	0	0%	0	0%	0	0%	0	0%
83T	N 1St St	Florence St	E Olive Ave	17	0%	0	0%	0	0%	0	0%	0	0%
84T	Market St	W Main St	S Broadway Ave	8	10%	1	13%	1	13%	1	13%	1	13%
85T	3rd St	Market St	A St	21	8%	4	19%	2	10%	1	5%	1	5%
86T	3rd St	A St	Market St	14	4%	2	14%	1	7%	0	0%	0	0%
87T	A St	S Broadway Ave	3rd St	7	3%	1	14%	0	0%	0	0%	0	0%
88T	A St	3rd St	S Broadway Ave	9	36%	3	33%	4	44%	4	44%	5	56%
89T	Crane Ave	S Golden State Blvd	Parking Lot	5	52%	4	80%	4	80%	3	60%	2	40%
90T	Crane Ave	Parking Lot	S Golden State Blvd	2	70%	1	50%	2	100%	2	100%	2	100%
			Total or Average	**800**	**29%**	**238**	**30%**	**250**	**31%**	**236**	**30%**	**202**	**25%**

Table 12. Zone 3 (Public Parking Lots) Saturday Occupancy by Lot										
Lot	Supply	Average Occupancy	7:00 PM		8:00 PM		9:00 PM		10:00 PM	
			Counts	%	Counts	%	Counts	%	Counts	%
A	35	3%	1	3%	2	6%	1	3%	0	0%
B	58	17%	7	12%	13	22%	11	19%	8	14%
C	38	11%	4	11%	3	8%	4	11%	6	16%
D	25	68%	21	84%	20	80%	16	64%	11	44%
E	30	24%	5	17%	4	13%	7	23%	13	43%
F	53	33%	9	17%	15	28%	18	34%	29	55%
G	25	38%	5	20%	8	32%	11	44%	14	56%
H	64	38%	15	23%	24	38%	25	39%	32	50%
I	49	10%	10	20%	5	10%	3	6%	1	2%
J	41	82%	21	51%	40	98%	34	83%	39	95%
K	70	30%	21	30%	22	31%	21	30%	20	29%
L	35	0%	0	0%	0	0%	0	0%	0	0%
Total	**523**	**29%**	**119**	**23%**	**156**	**30%**	**151**	**29%**	**173**	**33%**

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PARKING DURATION DATA

Table 13. Zone 1 Duration Analysis by Sub Area							
Sub Area	**% Long-term Parking**	**Inventory**	**# of Total Long-term Parking**	**6 hours Duration**	**7 hours Duration**	**8 hours Duration**	**Average Duration**
Sub Area 1	23%	311	70	2	29	39	2.93
Sub Area 2	15%	209	32	6	13	13	1.40
Sub Area 3	13%	280	36	8	14	14	1.70
Total	**17%**	**800**	**138**	**16**	**56**	**66**	**2.01**

Table 14. Zone1 Duration Analysis by Sub Area, Detailed								
Sub Area	Block Face	% Long-term Parking	Inventory	# of Total Long-term Parking	6 hours Duration	7 hours Duration	8 hours Duration	Average Duration
1	1T	22%	18	4	0	2	2	2.63
1	2T	0%	5	0	0	0	0	1.00
1	23T	44%	9	4	0	2	2	4.11
1	24T	0%	8	0	0	0	0	1.00
1	25T	86%	7	6	0	1	5	5.56
1	26T	44%	9	4	0	1	3	3.31
1	27T	60%	10	6	0	4	2	4.64
1	28T	60%	10	6	0	3	3	5.10
1	29T	33%	9	3	0	2	1	3.00
1	30T	22%	18	4	0	1	3	2.24
1	31T	8%	13	1	0	1	0	1.32
1	57T	33%	9	3	0	1	2	2.60
1	58T	0%	7	0	0	0	0	1.27
1	59T	0%	10	0	0	0	0	2.00
1	60T	30%	10	3	1	2	0	3.00
1	61T	20%	5	1	0	0	1	1.70
1	62T	30%	10	3	0	2	1	3.18
1	63T	20%	10	2	0	1	1	2.90
1	64T	13%	8	1	1	0	0	2.40
1	65T	21%	14	3	0	1	2	3.33
1	66T	0%	7	0	0	0	0	2.00
1	67T	17%	18	3	0	1	2	4.33
1	68T	17%	18	3	0	1	2	3.63
1	69T	7%	14	1	0	1	0	1.58
1	78T	0%	14	0	0	0	0	1.36
1	79T	21%	14	3	0	0	3	5.20
1	80T	19%	27	5	0	1	4	3.57
1	81T	0%	0	1	0	1	0	4.00
2	3T	27%	11	3	2	0	1	3.25
2	4T	0%	0	0	0	0	0	0.00
2	5T	0%	0	0	0	0	0	0.00
2	15T	0%	0	0	0	0	0	0.00
2	16T	0%	8	0	0	0	0	1.00
2	17T	0%	3	0	0	0	0	0.00
2	18T	0%	3	0	0	0	0	1.00
2	19T	27%	15	4	1	3	0	2.04
2	20T	9%	11	1	0	1	0	1.38
2	21T	11%	9	1	0	1	0	2.40
2	22T	38%	8	3	1	0	2	3.38
2	32T	10%	10	1	0	1	0	1.24
2	33T	33%	3	1	0	1	0	2.17
2	34T	0%	6	0	0	0	0	1.30
2	49T	0%	0	0	0	0	0	0.00
2	50T	0%	0	0	0	0	0	1.25
2	51T	0%	3	0	0	0	0	0.00
2	52T	11%	9	1	0	0	1	1.42
2	53T	11%	18	2	0	1	1	1.38
2	54T	6%	17	1	0	1	0	1.32
2	55T	0%	13	0	0	0	0	1.08
2	56T	25%	8	2	0	1	1	2.00
2	70T	33%	12	4	0	1	3	2.89
2	71T	50%	12	6	1	2	3	3.21
2	72T	0%	3	0	0	0	0	0.00
2	73T	0%	0	0	0	0	0	0.00
2	74T	0%	0	0	0	0	0	0.00
2	75T	25%	4	1	1	0	0	2.50
2	76T	33%	3	1	0	0	1	5.00
2	77T	0%	13	0	0	0	0	1.15
2	89T	0%	5	0	0	0	0	1.33
2	90T	0%	2	0	0	0	0	1.00
3	6T	13%	8	1	0	1	0	2.20
3	7T	0%	6	0	0	0	0	0.00
3	8T	0%	6	0	0	0	0	0.00
3	9T	0%	4	0	0	0	0	0.00
3	10T	78%	9	7	1	1	5	5.70
3	11T	27%	11	3	1	1	1	2.25
3	12T	0%	9	0	0	0	0	2.00
3	13T	0%	7	0	0	0	0	1.36
3	35T	0%	16	0	0	0	0	1.03
3	36T	31%	13	4	2	1	1	1.89
3	37T	0%	0	0	0	0	0	0.00
3	38T	14%	7	1	0	0	1	1.82
3	39T	0%	4	0	0	0	0	1.00
3	40T	33%	3	1	0	0	1	3.67
3	41T	0%	9	0	0	0	0	1.20
3	42T	0%	4	0	0	0	0	0.00
3	44T	0%	28	0	0	0	0	1.00
3	45T	0%	5	0	0	0	0	0.00
3	46T	15%	20	3	0	3	0	1.69
3	47T	0%	6	0	0	0	0	1.12
3	48T	10%	10	1	1	0	0	1.44
3	82T	11%	19	2	0	0	2	3.50
3	83T	18%	17	3	1	2	0	2.70
3	84T	0%	8	0	0	0	0	1.13
3	85T	14%	21	3	0	1	2	2.67
3	86T	36%	14	5	1	3	1	4.10
3	87T	0%	7	0	0	0	0	1.25
3	88T	22%	9	2	1	1	0	2.83

Note

Block faces that are signed "No Parking"

Long duration parking observed

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE DOWNTOWN PARKING IMPLEMENTATION PLAN TO ESTABLISH GOALS, ACTION ITEMS AND IMPLEMENTATION MEASURES FOR THE RECOMMENDATIONS IN THE DOWNTOWN PARKING MANAGEMENT PLAN	**RESOLUTION NO. 2016-**

WHEREAS, at the June 28, 2016 joint Planning Commission and City Council public meeting staff was directed to create an Implementation Plan outlining the near-term recommendations of the Downtown Parking Management Plan and timelines for carrying out the recommendations; and

WHEREAS, City Council considered the Downtown Parking Management Plan at their August 9, 2016 meeting and determined the Plan and the Implementation Plan were exempt from CEQA by approving City Council Resolution 2016-XX and approved the Downtown Parking Management Plan by approving City Council Resolution 2016-XX; and

WHEREAS, at the public hearing held on August 9, 2016, the Turlock City Council considered the public comments and recommendations on the Downtown Parking Management Implementation Plan (Attachment A to this Resolution).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Downtown Parking Management Implementation Plan, attached hereto as Attachment A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

Policy Goal – Provide adequate parking in Downtown Turlock to foster economic development.

General Principles:

1. Increased awareness of the existing parking facilities in the Downtown improves the perception of the parking supply.
2. Facility and environmental conditions in the Downtown need to be improved to increase the communities' willingness to park and walk.
3. Create an employee parking permit program.
4. Parking duration needs to be better managed to increase the availability of on-street parking spaces.
5. Methods to increase the availability and efficiency of existing parking facilities should be implemented before new parking facilities are added.

Action Items:

1. Provide education and outreach on available parking options.
2. Improve walkability, access, and security within the Downtown area.
3. Evaluate and enforce time-limit parking.
4. Implement an employee parking permit program.
5. Plan and implement Transportation Demand Management (TDM) to reduce travel demand for single-occupant private vehicles.
6. Identify funding options to construct new parking facilities.
7. Regularly evaluate and update the Downtown Parking Management Plan and Implementation Plan.

Action Item #1 - Provide education and outreach on available parking options.

Implementation Measures:

- Create a webpage on the City of Turlock website with information and maps of all of the public parking lots within Downtown (Planning and I.T.; no later than November 2016) (On-going maintenance and updates; Engineering and I.T.).
- Work with the Turlock Downtown Property Owners Association and businesses in the Downtown to add parking information and maps to local websites (Parks Recreation and Public Facilities and Engineering; no later than November 2016).
- Design, purchase and install parking wayfinding signs in the areas identified within the Management Plan. This item is contingent upon City Council approval of funding. A funding proposal is to be submitted to the City Council for consideration by February 2017 (Parks Recreation and Public Facilities).

- Assist the Turlock Downtown Property Owners Association, as needed, with the design and distribution of parking information (ongoing). Funding authorization will be submitted to the City Council, if needed (Engineering, Parks Recreation and Public Facilities and Planning.

Action Item #2 - Improve walkability, access, and security within the Downtown area.

Implementation Measures:

- Evaluate the sidewalks, streetlights, wheelchair ramps, parking lot lighting and crosswalk conditions within Zone 1 to identify and prioritize the needed improvements (Parks Recreation and Public Facilities and Engineering; no later than January 2017).
- Evaluate the ADA parking spaces within the City parking lots for compliance (Building and Engineering; no later than January 2017).

Action Item #3 - Evaluate and enforce time limited parking.

Implementation Measures:

- Survey all existing time limit parking signs within in the Downtown and document inaccurate or antiquated signs (Engineering, no later than December 2016).
- Remove and/or replace any inaccurate or antiquated parking signs (Parks Recreation and Public Facilities; no later than July 2017).
- Develop and implement a program to provide public information about the location of public parking lots and to provide warning notices regarding parking time limits (Police Department; no later than October 2017).
- Begin enforcement of the time limited parking (Police Department; starting November 2017).

Action Item #4 - Create an employee parking permit program.

Implementation Measures:

- Create an employee parking permit process including the adoption of any required amendments to the Turlock Municipal Code (Engineering and Police Department; no later than September 2017).

Action Item #5 - Plan and implement Transportation Demand Management (TDM) to reduce travel demand for single-occupied private vehicles.

Implementation Measures:

- Improve bike-friendly facilities, such as bike lanes and bike racks. Identify needed improvements, potential funding strategies and implementation schedule. (Engineering; Parks Recreation and Public Facilities by January 2017.
- Explore valet parking options for private businesses as well as at public parking lots (Engineering; as requested by local businesses).

- Explore using parking meters and pay by phone options (Engineering and Park Recreation and Public Facilities; by July 2019).
- Install real-time parking availability signage and cell phone applications (Engineering and Parks Recreation and Public Facilities Department; by July 2019).

Action Item #6 - Identify funding options to construct new parking facilities.

Implementation Measures:

- Identify potential grant opportunities as well as City funding sources to fund needed improvements (Parks Recreation and Public Facilities and Engineering; status update to the City Council by January 2017).
- Evaluate parking in-lieu fee programs adopted by other cities (Planning and Engineering; status update to the City Council by July 2017).
- Develop both a short-term and long-term parking facility improvement program for the Downtown area (Planning, Engineering and Parks Recreation and Public Facilities; no later than July 2018).
- Add the cost of parking facility improvements for the Downtown area in the CFF during next CFF update (Engineering; no later than December 2018).

Action Item #7 – Regularly evaluate and update the Downtown Parking Management Plan and Implementation Plan.

Implementation Measures:

- TJKM Transportation Consultants to review plan in three years (by December 2019). This work is included in the existing approved and budgeted contract. (Planning)
- The Plan should be reviewed once every five years thereafter to evaluate parking demand and to stay abreast of current technology and trends. (Planning, Engineering and Parks Recreation and Public Facilities Department; in 2024 and 2029)

8D

City Council Synopsis

August 9, 2016

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Assumption, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15304 (Minor Alterations to Land) of the CEQA Guidelines

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Resolution: Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Assumption, on Monday, August 15, 2016 from 5:00 p.m. to 7:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

On July 7, 2016, applicant Edwina Rocha of Sacred Heart Catholic Church submitted an Event Permit Application with the Parks, Recreation and Public Facilities Department. The event will be a procession starting West on Cooper Avenue, traveling South on Rose Street, East on Cahill Street, North on Bell Street, West on Lyons Avenue, and concluding at Sacred Heart Church, 1200 Lyons Avenue.

The closure of Cooper Avenue, between Oak Street and Rose Street has been requested for pedestrian safety and event purposes during the staging and preparation of the event. This event is to celebrate the Feast of Our Lady of Assumption. It is proposed to take place on Monday, August 15, 2016 from 5:00 p.m. to 7:00 p.m.

OK for Agenda

Staff supports the closure of this street section as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Traffic Engineering has reviewed this closure request.

3. BASIS FOR RECOMMENDATION:

A. The closure of the specified section of roadway is necessary for pedestrian safety.

B. In accordance with the California Vehicle Code, the City Council is empowered to approve the closure of public streets.

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
5. Promote and support tourism.

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	☐
Category 2	☐
Category 3	☒
Will alcohol be served? Yes ☐ No ☒	

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

How often will your event occur?

One Time ☐

Annually ☒

Other ☐

Frequency of event? _____

Applicant Information

Applicant/Contact Name: Edwina Rocha

Contact Phone: 209-678-2244 Alternate Phone: 209-634-8578

Address: 1301 Cooper Ave.

City: Turlock Zip: 95380

E-mail Address: rochaemelo@yahoo.com

Business/Organization Information (if applicable)

Organization Name: Sacred Heart Catholic Church

If Non-Profit please provide Federal ID #: 33-1035255 (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: Feast of OurLady of Assumption

Event Location: 1301 Cooper Ave., Turlock

Event Date(s): 8-15-2016

On-Site Contact: Edwina Rocha

Phone #: 209-678-2244 Secondary Phone #: 209-416-6075 (Emmanuel)

Set-up Start Time: 5:00pm Event Start Time: 5:30pm

Event End Time: 6:30pm Clean-up Completion Time: 7:00pm

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

Estimated Attendance: 300

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

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

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

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)

YES (NO)

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

(procession) Lyons / Bell / Cahill / Rose / Cooper finished in front of Sacred Heart School

Closure needed between Oak + Rose on Cooper Between 3:00pm – 9:00pm

Sanitation Needs

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

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

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

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

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

How many trash cans do you plan to have present at event? 10

Please explain your plan for disposing of all waste:

We have containers from Turlock Scavenger on site

Amplified Sound

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

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

Alcohol

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

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

If Liquor License has already been obtained please provide #: N/A

Event Details Cont.

Security

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

If yes, who will you be using? Name of Company: Crimetek Security
City: Turlock
Day Time Telephone: (209) 668-6208
Fax: (209) 668-6703
Cell: (209) 202-4130

Number of Security Guards to be present: 4

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

Will event include food vendors? (circle one) YES (NO)
*Event organizer must obtain health permits from all food vendors
*Depending on event details additional Fire Codes may be required to be met

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

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	YES	(NO)	_____
Automobiles/Trucks	YES	(NO)	_____
Bicycles/Foot Races	YES	(NO)	_____
			Is event being advertised as (circle one) (N/A) RACE FUN RUN
Booths/Stands	YES	(NO)	_____
Emergency Vehicle Access	(YES)	NO	_____
Medical/First Aid Station(s)	(YES)	NO	1st aid
Parking	YES	(NO)	_____
			Approximately how many spaces needed:_____
Rides/Bounce House	YES	(NO)	_____
Tents/Canopies	YES	(NO)	_____
City Property/Equipment	YES	(NO)	_____
Open Flame	YES	(NO)	_____
Stage	YES	(NO)	_____
Power Source	YES	(NO)	_____

OTHER YES (NO)

_____

_____

_____

_____

_____

_____

Site Plan/Public Right of Way Closure Route

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

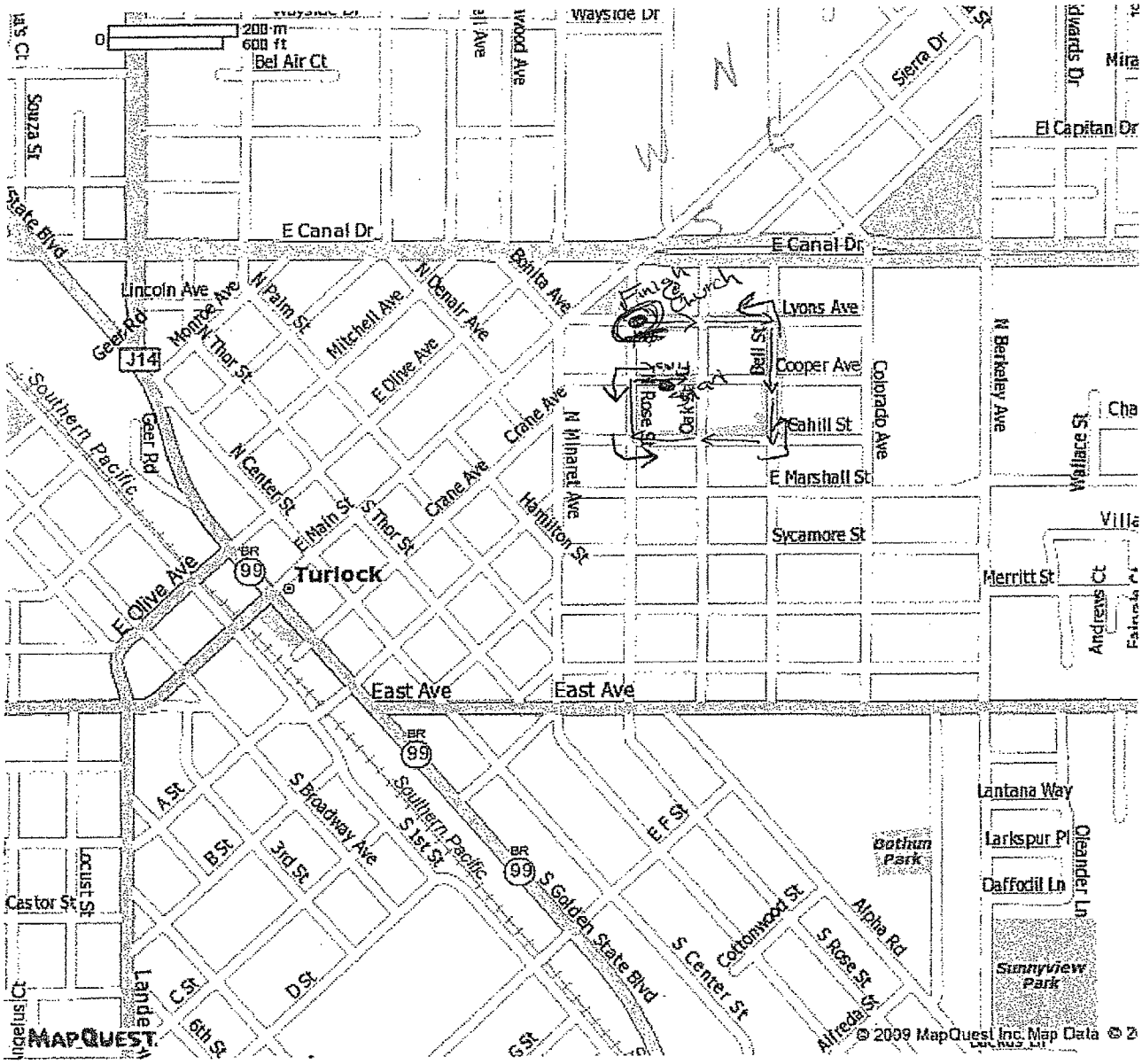
All Category Three (Moving Location/Procession/Roadway and/or Walkway Closure) applicants should also include a route map of event.

EVENT LOCATION: See attached

MAPQUEST

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

Turlock, CA 95381 Edit



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INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,
Edwina Rocha,
[PRINT NAME]

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

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

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

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

Applicant Signature: Edwina Rocha DATE: 7-5-2016

Print Name: Edwina Rocha

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: Feast Of Our Lady of Assumption
Sacred Heart Church

Event Location: 1301 Cooper Ave., Turlock

Event Contact Name: Edwina Rocha Date of Birth: 6-28-1960

Contact Address: 1301 Cooper Ave.

City: Turlock Zip Code: 95380 Phone: 209-678-2244

To Be Completed By City Personnel Only

Department	***Description of Estimated City Fees***	***Fee***
☐ *Police Department*	_____	$_____
☐ *Parks, Recreation And Public Facilities*	_____	$_____
☐ *Engineering*	_____	$_____
☐ *Fire Department*	_____	$_____
☐ *Municipal Services*	_____	$_____
☐ *Business Licenses*	_____	$_____
TOTAL ESTIMATED CITY FEES:		$_____

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

Signature:_____ ***Date:***_____

Print name:_____

PRE-EVENT CHECKLIST

Internal use ONLY

Event Date: 8-15-2016 Event Name: Feast Of Our Lady Of Assumption Sacred Heart Church

Location: 1301 Cooper Ave. Turlock

Contact Person: Edwina Rocha Phone: 209-678-2244

Non-Applicable ***COMPLETED***

☐ ☐ **Insurance Requirements:**

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

☒ ☐ **Alcohol Beverages:**

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

☐ ☒ **Security Guard Requirement:**

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

☒ ☐ **Food Selling/Concessions Permit**

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

☒ ☐ **Turlock Downtown Property Owners Review**

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

☐ ☐ **Property Owner Notification**

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

Approved by the City of Turlock City Council on May 10th, 2016

Acknowledgment of Policies and Procedures

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

Initial

Alcohol

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

Initial

Amplified Sound

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

Initial

Cancellation

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

Initial

Clean-Up

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

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

Initial

Recycling

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

Initial

Damages

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

Initial

Fees/Deposit

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

Acknowledgment of Policies and Procedures Cont.

Initial

City Event Costs
Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.

Initial

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

Initial

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

Initial

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

Initial

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

Initial

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

Initial

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

Initial

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

Acknowledgment of Policies and Procedures Cont.

Initial

Vehicular Access

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

Initial

Additional Fees

Each event may be subject to further costs beyond permit fees. These fees may include, but are not limited to, police staffing and traffic control planning, and are payable in full 30 business days prior to event. Applicants will be billed for actual costs after the event.

Initial

City of Turlock Business License

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

Initial

Temporary Traffic Control

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

Initial

Event Changes

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

Initial

City Property Usuage

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

Initial

Public Record

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

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

Applicant's Signature Edwina Rocha **Date** 7/5/2016

Print Name Edwina Rocha

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CLOSURE OF COOPER AVENUE, BETWEEN OAK STREET AND ROSE STREET, FOR SACRED HEART CATHOLIC CHURCH TO HOST THE FEAST OF OUR LADY OF ASSUMPTION, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15304 (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

WHEREAS, the City plans to temporarily modify the use of land along a portion of Cooper Avenue, between Oak Street and Rose Street, for a special event that will result in the temporary closure of the specified street section to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, Section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Fest of Our Lady of Assumption, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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 AUTHORIZING THE CLOSURE OF COOPER AVENUE, BETWEEN OAK STREET AND ROSE STREET FOR PEDESTRAIAN SAFETY, FOR SACRED HEART CATHOLIC CHURCH TO HOST THE FEAST OF OUR LADY OF ASSUMPTION, ON MONDAY, AUGUST 15, 2016 FROM 5:00 P.M. TO 7:00 P.M., AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS ON THE STREET CLOSURE	**RESOLUTION NO. 2016-**

WHEREAS, on July 7, 2016, applicant Edwina Rocha, requested to close the portion of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Assumption , on Monday, August 15, 2016 from 5:00 p.m. to 7:00 p.m.; and

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

WHEREAS, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on August 9, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Assumption, on Monday, August 15, 2016 from 5:00 p.m. to 7:00 p.m., and authorize the City Manager to apply appropriate conditions and restrictions on the street closure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 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

6E

City Council Synopsis

August 9, 2016

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Freedom 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by Turlock Free Methodist Church, on Saturday, October 8, 2016 from 9:30 a.m. to 12:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

2. DISCUSSION OF ISSUE:

On April 29, 2016, applicant Vicki Lopes of the Turlock Free Methodist Church submitted a Special Event Permit Application with the Parks, Recreation and Public Facilities Department for a 5K Walk/Run event to be held as part of the Set Free Movement Freedom Festival on October 8, 2016 from 9:30 a.m. to 12:00 p.m. The proposed route will begin at the church, 2006 East Tuolumne Rd. traveling East, South on Daubenberger Rd., West on Canal Dr., and North on Johnson Rd., finishing at the same location as the start point. A street closure is not required for this event.

The event coordinator has been given direction by City staff to inform all participants they must follow all traffic laws. City staff has directed the event coordinator to have highly visible volunteers (to motorists and 5K participants) at all legal and/or marked crossings. Volunteers are not to direct traffic in any capacity and should only serve as a warning. This event is proposed to be positive in nature. The applicant will be required to maintain emergency access through the event area as directed by the Fire Marshal.

Staff supports the approval of this event as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City, along with other standard conditions and requirements as determined by the City Manager.

OK for Agenda

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed this route request.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
5. Promote and support tourism.

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the event, with required conditions, will provide for pedestrian safety and the lack of approval may result in the cancellation or relocation of the specified event.

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

EVENT PERMIT APPLICATION

For City Park, Sports Complex or Buildings

A. GENERAL INFORMATION

NAME/NATURE OF EVENT: Freedom Run 5K as part of our Freedom Festival
(A brief description and name of the event)

PROPOSED DATE OF EVENT: 10/8/16 ESTIMATED ATTENDANCE: 200

STARTING TIME: 8am (Including set-up time) ENDING TIME: 2pm (Including clean-up time)

ORGANIZATION (if applicable): Turlock Free Methodist Church - Set Free Movement EMAIL: vernlop2@yahoo.com

MAIN CONTACT: Vicki Lopes Date of Birth 6/26/74

HOME PHONE: 209-6064-1759 (Must be at least 18 years of age) DAY PHONE: 209-606-7687

MAILING ADDRESS: 463 Sunshine Ct

CITY: Turlock STATE: CA ZIP: 95382

B. EVENT CONTACTS

Person in charge at event: Name: Vicki Lopes Phone: 209-606-7687
Address/City/State/Zip: 463 Sunshine Ct Turlock CA 95382
Sponsoring Organization: Name: Turlock Free Methodist Phone: _____
Address/City/State/Zip: 2006 E Tuolumne Rd Turlock CA 95382
Head of Organization: Name: Chris Hemberry Phone: 209-585-8321
Address/City/State/Zip: 2130 E Tuolumne Rd Turlock CA 95382

C. EVENT INFORMATION

Will your event require the use of a City Park or Building? If yes, indicate the Park or Building: no

The following items must be submitted along with your application:

Detailed Map of the Special Event (see Supplemental Application) ☒ YES ☐ NO

A list of any street/course monitors that will be employed during the event I don't have names at this time but will have people along route + at each intersections ☐ YES ☒ NO

D. EVENT SECURITY

Security Information:

Have you made arrangements for Security? ☐ YES ☒ NO

If yes, who will you be using? Name of Company: _____

City: _____

Day Time Telephone: _____

Fax: _____

Cell: _____

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

To the greatest extent permitted by law, Permittee,

Vicki Lopes,
[PRINT NAME]

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

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

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

SIGNATURE: V. Lopez DATE: 4/29/16

SIGNATURE: _____ DATE: _____

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Item Checklist

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

ITEM	YES or NO		PLEASE DESCRIBE ALL ITEMS CHECKED "YES"
Animals	YES	(NO)	
Alcohol Beverages	YES	(NO)	
Automobiles/Trucks	YES	(NO)	
Bicycles/Foot Races	(YES)	NO	5k run/week
Booths/Stands	(YES)	NO	booths in Church parking lot
Concessions	(YES)	NO	selling coffee in Church, fairtrade goods, lunch items ← all items are being sold by the church
Dance/Party/Concert	YES	(NO)	
Emergency Vehicle Access	(YES)	NO	will have spot marked-no parking- for emergency vehicles
Food Supplies/Sales	(YES)	NO	free food for runners, Selling Sandwiches, chips, Soda, coffee
Medical/First Aid Stations	(YES)	NO	will have first aid stations along route
Music/Amplified Sound	(YES)	NO	DJ + announcements over mic
Parking	(YES)	NO	parking in Church's field
Police/Security	YES	(NO)	Contact Vicki Lopes if police security is needed
Rides/Bounce House	(YES)	NO	bounce house on church property
Tents/Canopies	(YES)	NO	pop up shade tents
City Property/Equipment (Used or rented)	YES	(NO)	
Sanitation	YES	(NO)	

(Portable restrooms & water) If yes, please complete:

Number of port-a-toilets_____ Number of ADA accessible rest rooms_____
Setup Time: _____ Pickup Time: _____

OTHER	YES	(NO)	

Initials VC Date 4/29/16

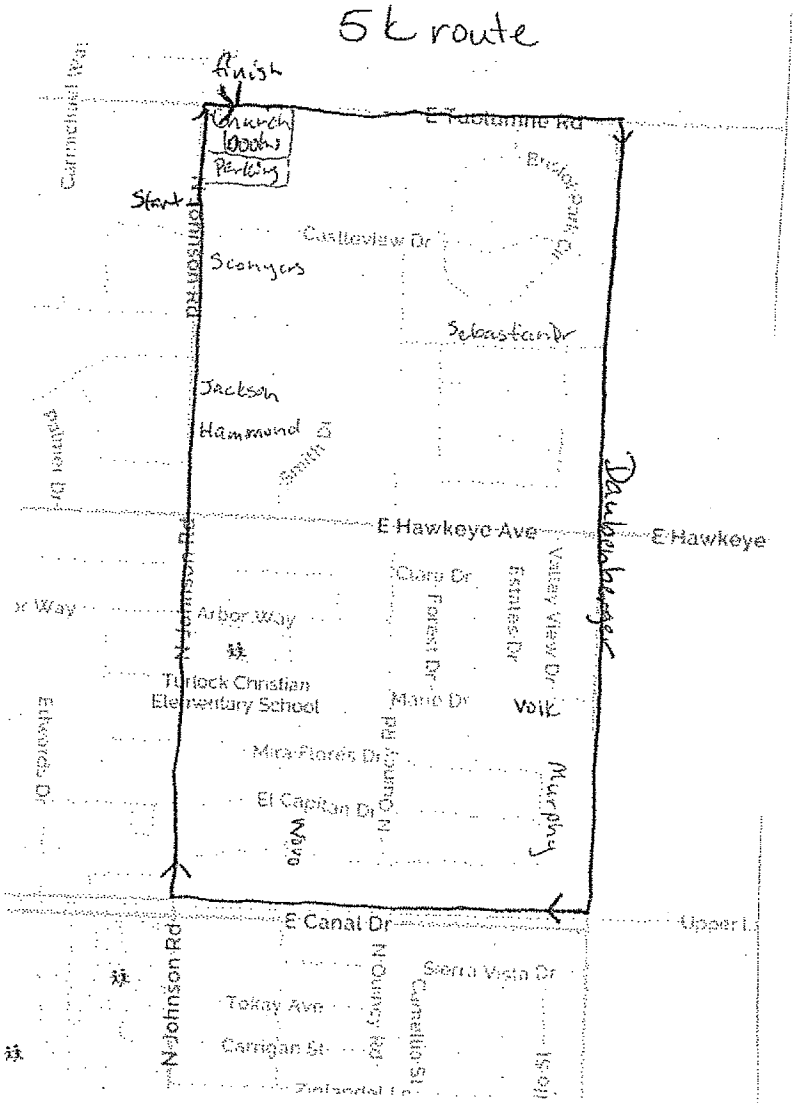
144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Map

Using the space below, please indicate the set-up/route anticipated for your event. Please be as clear as possible. Make sure to include all of the streets, road blocks, and any other significant structure on this map.

EVENT LOCATION: 5K starting + finish line will be near Turlock Free Methodist 2000 E Tuolumne Rd, Festival + Events will be on Church Property



Initials VC Date 4/29/16

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Form Authorization Certificate

Please Complete the Following Information

Event Name: Freedom Run 5K (As part of Freedom Festival)

Event Location: 2006 E Tuolumne Rd Turlock

Event Contact Name:: Vicki Lopes Date of Birth: 6/26/74

Contact Address: 463 Sunshine Ct

City: Turlock Zip Code: 95382 Phone: 209-606-7687

To Be Completed By City Personnel Only

Authorization Date: _____

Department	***Description of Costs***	***Fee***
☐ *Police Services*		$
☐ *Recreation Services*		$
☐ *Engineering*		$
☐ *City Fire Services*		$
☐ *Municipal Services*		$
☐ *Business Licenses*		$
TOTAL EVENT COST:		$

The City Personnel Signature below is in acceptance and authorization of the proposed Special Event.

Signature: _____ ***Position*** _____

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

PRE-EVENT CHECKLIST

To properly schedule the event the following "Required" items must be prior to the event.

Event Date: 10/8/16
Event Name: Freedom Run 5K (As Part of Freedom Festival)
Location: 2006 E Tuolumne Rd Turlock CA 95382
Contact Person: Vicki Lopes Phone: 209-606-7687

REQUIRED	***COMPLETED***	

Recreation Division

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

☐ ☐ **ALCOHOL BEVERAGES SOLD:** <u>All Alcohol must remain inside the facility.</u>
A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Recreation Division office two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcohol beverages are to be sold. You must obtain a letter of permission from the Recreation Division office to present to ABC prior to applying for liquor permit. There is a two- (2) week waiting period for the letter of permission.
Alcohol is not allowed at an event being held for a person under the drinking age. If alcohol is present at a minor event the event will be shut down and no fees will be refunded.

☐ ☐ **Security Guard Requirement:**
Security Guards are required when Alcohol is served.
1 guard is required for every 100 persons at the event.
A Pre-approved list of Security Agencies is available at the Recreation Division office.

☐ ☐ **Food Selling/Concessions Permit**

8F

City Council Synopsis

August 9, 2016

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Lights of Hope event at Donnelly Park, hosted by The Addict's Mom (TAM), on Saturday, September 10, 2016 from 9:00 a.m. to 10:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

2. DISCUSSION OF ISSUE:

On June 13, 2016, applicant Sheri Epperson of The Addict's Mom (TAM) submitted a Special Event Permit Application with the Parks, Recreation and Public Facilities Department for a Candle Light Vigil to be held on September 10, 2016 from 9:00 a.m. to 10:00 p.m. This event will completely be contained within Donnelly Park.

The event coordinator has been given direction by City staff that all open flame will be extinguished properly.

Staff supports the approval of this event as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Special Event committee has reviewed this application.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:

OK for Agenda

5. Promote and support tourism.

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the event, with required conditions, will provide for pedestrian safety and the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	☒
Category 2	☐
Category 3	☐
Will alcohol be present? Yes ☐ No ☐	

How often will your event occur?	
One Time/Annually	☒
Reoccurring (Weekly/Monthly)	☐

City Personnel Use Only	
Event #:	91016
Date Received:	5/27/16
Date Approved:	
Permit Fee:	100.00
Alcohol Fee:	
Late Fee:	
Payment Date:	5/27/16 350.00 A

Applicant Information

Applicant/Contact Name: Sheri Epperson

Contact Phone: 209- 202- 4408 Alternate Phone: _____

Address: 424 Monroe

City: Turlock Zip: 95380

E-mail Address: S. Epperson 4408 @ G.Mail.Com

Business/Organization Information (if applicable)

Organization Name: TAM

A If Non-Profit please provide Federal ID #: 46-5266681 (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: Lights of hope

Event Location: Donnely Park

Event Date(s): Sept. 10

On-Site Contact: _____

Phone #: _____ Secondary Phone #: _____

Set-up Start Time: 10:00 Event Start Time: 6:00 pm

Event End Time: 9:00 pm Clean-up Completion Time: 10:00 pm

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

Estimated Attendance: 100

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

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

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

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)

YES (NO)

If yes, please indicate what public right-of-way and times affected:

_____

_____

_____

Sanitation Needs

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

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

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

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

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

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

Please explain your plan for disposing of all waste:

Garbage bags

_____

_____

_____

Amplified Sound

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

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

Alcohol

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

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

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

Event Details Cont.

Security

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

If yes, who will you be using? Name of Company:_____
City: _____
Day Time Telephone:_____
Fax:_____
Cell:_____

Number of Security Guards to be present:_____

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

Vendors

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

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

*Event organizer must obtain health permits from all food vendors

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

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

Event Details Cont.

Will Your Event Include

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

ITEM			
Animals	YES	(NO)	_____
Automobiles/Trucks	YES	(NO)	_____
Bicycles/Foot Races	YES	(NO)	_____
Booths/Stands	YES	(NO)	_____
Emergency Vehicle Access	YES	NO	_____
Medical/First Aid Station(s)	YES	(NO)	_____
Parking	YES	(NO)	_____
			Approximately how many spaces needed:_____
Rides/Bounce House	YES	(NO)	_____
Tents/Canopies	YES	(NO)	_____
City Property/Equipment	YES	(NO)	_____
Open Flame	(YES)	NO	Candlelight Vigil
Stage	YES	(NO)	_____
Power Source	YES	(NO)	_____

OTHER YES (NO)

_____

_____

_____

_____

_____

_____

Site Plan

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

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

EVENT LOCATION: Donnelly Park

Meadow
or
Area F

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee, Sheri Epperson,

[PRINT NAME]

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

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

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

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

Applicant Signature: Sheri Epperson DATE: 5-27-16

Print Name: _____

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: Lights of Hope

Event Location: Donnelly Park

Event Contact Name: Sheri Epperson Date of Birth: 10-24-57

Contact Address: 424 Monroe

City: Turlock Zip Code: 95380 Phone: 209-202-4448

To Be Completed By City Personnel Only

Department	***Description of Costs***	***Fee***
☐ *Police Department*	_____	$_____
☐ *Parks, Recreation And Public Facilities*	_____	$_____
☐ *Engineering*	_____	$_____
☐ *Fire Department*	_____	$_____
☐ *Municipal Services*	_____	$_____
☐ *Business Licenses*	_____	$_____

TOTAL EVENT COST: $_____

The City Personnel Signature below is in acceptance and authorization of the proposed Special Event.

Signature:_____ ***Position***_____

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

Signature:_____ ***Date:***_____

Print name:_____

PRE-EVENT CHECKLIST
Internal use ONLY

Event Date: Sept. 10, 2016

Event Name: Lights of Hope

Location: Donnely Park

Contact Person: Sheri Epperson Phone: 209-202-4408

N/A	COMPLETED	
☐	☐	**Insurance Requirements:** Applicant must provide a $1 million liability insurance policy along with an additional insured endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as additionally insured. City must receive evidence of insurance 15 business days before the event and Applicant's insurance must be primary. If unable to acquire through your own insurance carrier you may be able to purchase insurance through the City of Turlock at an additional cost. (With underwriter approval)
☒	☐	**Alcohol Beverages:** A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Recreation Department office 15 business days prior to rental date. The liquor permit must be displayed in the building area where alcohol beverages are to be present. You must obtain a letter of permission from the Recreation Department office to present to ABC prior to applying for liquor permit. The allowance of alcohol is subject to the approval of the Turlock Police Department and will be subject to a 15 business day waiting period for the letter of permission. Alcohol is not allowed at an event being held for a person under the drinking age. If alcohol is present at a minor event the event will be shut down and no fees will be refunded.
☒	☐	**Security Guard Requirement:** 1 security guard is required for every 100 persons in attendance when alcohol is being served at an event. A Pre-approved list of Security Agencies is available at the Recreation Division office.
☒	☐	**Food Selling/Concessions Permit** All state and local health codes must be met by all vendors at an event where food will be served whether for purchase or distribution. It is the responsibility of the event organizer to obtain a health permit from each vendor prior to the event.
☐	☐	**Turlock Downtown Property Owners Approval** If your event is being held in Downtown Turlock you are required to get the approval of the Turlock Downtown Property Owners Association. Please contact the TDPOA Director @ (209) 634-6459.

City Council Synopsis

August 9, 2016

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From: Michael I. Cooke, Municipal Services Director

Prepared by: Wayne Clay, Water Quality Control Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing exceeding the contract amount by $254,375 and the payment of outstanding invoices to Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility

Motion: Approving Amendment No. 1 to the Agreement with Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility, in an annual amount of $300,000, for the term of the existing contract

2. DISCUSSION OF ISSUE:

Liquid chlorine is a chemical used to disinfect the treated wastewater prior to discharge into the San Joaquin River and is necessary to ensure continued compliance with our National Pollutant Elimination Discharge Permit for the TRWQCF.

On May 13, 2014, City Council approved an Agreement with Sierra Chemical Company to supply liquid chlorine for the Turlock Regional Water Quality Control Facility (TRWQCF). The agreement stipulated the contract shall not exceed two hundred thirty-nine thousand, three hundred and eighty-four dollars ($239,384). However, it has been discovered the contract has been exceeded by two hundred fifty-four thousand, three hundred and seventy-five dollars ($254,375). Staff understood the contract amount to be an annual amount, when in fact the contract was a 'not-to-exceed' amount.

In order to correct this in the future, it is recommended to amend the contract language to reflect the needs of the TRWQCF to allow the contract amount to be a not-to-exceed annual amount of $300,000 for the duration of the term of the contract.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

A. A resolution adopted by City Council is required to approve payment of services rendered outside the limits of a contract and/or agreement that exceeds the City's adopted purchasing limits.

B. A motion by City Council is required to amend the contract to change the not-to-exceed amount to an annual amount.

C. Chlorine is required for disinfection of treated wastewater prior to discharge into the San Joaquin River and is necessary to ensure continued compliance with our National Pollutant Elimination Discharge Permit for the TRWQCF.

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:

Fiscal Impact: **FY 2015/16** = $254,375.00
FY 2016/17 = $300,000.00

Adequate appropriation exists in the adopted FY 2015/16 Municipal Services Budget to cover the outstanding invoices payable to Sierra Chemical Company.

The adopted Municipal Services Department budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with the service agreement that staff is requesting be issued to Sierra Chemical Company with an annual not-to-exceed amount of $300,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve exceeding the contract amount and the payment of the outstanding invoices to Sierra Chemical Company. This action is not recommend as the services have been provided and several invoices are past due. The funds are available in the Municipal Services Department approved budget.

B. Do not approve the amendment to the agreement. This alternative is not recommended because without the use of chlorine in the wastewater treatment process, the City could not comply with the terms of its wastewater discharge permit and NPDES regulations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING EXCEEDING THE CONTRACT AMOUNT BY $254,375 AND THE PAYMENT OF OUTSTANDING INVOICES TO SIERRA CHEMICAL COMPANY FOR LIQUID CHLORINE FOR THE TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY	**RESOLUTION NO. 2016-**

WHEREAS, the Municipal Services Department has a duty to ensure the Turlock Regional Water Quality Control Facility (TRWQCF) is in compliance with the National Pollutant Discharge Elimination Permit; and

WHEREAS, Sierra Chemical Company has an approved contract with the City to provide liquid chlorine for the Turlock Regional Water Quality Control Facility; and

WHEREAS, liquid chlorine is a chemical used to disinfect the treated wastewater prior to discharge into the San Joaquin River; and

WHEREAS, liquid chlorine is necessary to ensure continued compliance with the City's National Pollutant Elimination Discharge Permit for the TRWQCF; and

WHEREAS, the Municipal Services Department exceeded the contract amount; and

WHEREAS, the Municipal Services Department has funds available in the "Chemical Chlorine" budget line for the outstanding payments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize exceeding the contract amount by $254,375 and the payment of outstanding invoices to Sierra Chemical Company for liquid chlorine for the Turlock Regional Water Quality Control Facility.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
SIERRA CHEMICAL COMPANY
for
LIQUID CHLORINE
CONTRACT NO. 14-034

THIS AMENDMENT, dated August 9, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and SIERRA CHEMICAL COMPANY, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated May 13, 2014, whereby SUPPLIER will provide liquid chlorine for Turlock Regional Water Quality Control Facility (hereinafter the "Agreement").

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

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

> "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 its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Three Hundred Thousand and No/100^{ths} Dollars ($300,000.00) annually. Such maximum amount shall be compensation for all of SUPPLIER's expenses incurred in the performance of the Agreement and this Amendment No. 1. SUPPLIER agrees that compensation shall be paid in the manner and at the time set forth below"

2. All other terms and conditions of the Agreement shall remain in full force and effect.

OK for Agenda

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, Director of
Municipal Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SIERRA CHEMICAL COMPANY

By: _____

Title: _____

Print name: _____

Date: _____

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City Council Synopsis
August 9, 2016

million acts of kindness

From: Michael I. Cooke, Municipal Services Director

Prepared by: Michael I. Cooke, Municipal Services Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Recycled Water Conveyance Agreement between the City of Modesto and the City of Turlock for the North Valley Regional Recycled Water Program

2. DISCUSSION OF ISSUE:

The North Valley Regional Recycled Water Program is a collaborative partnership between the cities of Turlock, Modesto and Del Puerto Water District (Del Puerto). The purpose of the North Valley Program is to convey recycled water from the Turlock and Modesto wastewater treatment facilities to the Delta Mendota Canal where it will be used by Del Puerto for agricultural irrigation.

The North Valley Program involves the construction of two separate, but inter-connected projects. The "Turlock Component" consists of a seven-mile pipeline from Turlock's wastewater outfall at the San Joaquin River to the Modesto wastewater treatment facility on Jennings Road. The "Modesto Component" consists of a pump station, a six-mile pipeline under the San Joaquin River to the Delta Mendota Canal, and an outfall structure at the Canal. Turlock's recycled water will be conveyed to the Canal via the Modesto component; therefore, a Recycled Water Conveyance Agreement between the two agencies is necessary.

The proposed Agreement achieves the following:

1) Allows Turlock to discharge Recycled Water into the Modesto Project Component for conveyance to the Del Puerto Water District;
2) Establishes a rate to be charged for Recycled Water Conveyance Services rendered by Modesto to Turlock;
3) Establishes Turlock's Conveyance Capacity to a portion of the Modesto Project Component;
4) Reimburses Modesto for Turlock's share of any future Capital Improvement project costs for the Modesto Project Component; and

OK for Agenda

5) Establishes a method to allocate the Capital Improvement Project costs for future improvements.

Critically, the Agreement guarantees Turlock's right to use the Modesto facilities to convey recycled water to the Delta Mendota Canal. Furthermore, Del Puerto will reimburse Turlock all costs charged by Modesto for the operation and maintenance of the Modesto Component. Del Puerto agreed to pay these costs pursuant to the Water Supply Agreement between Turlock and Del Puerto Water District approved by the City Council on May 10, 2016.

Approval of the Recycled Water Conveyance Agreement is a significant milestone in the development of the North Valley Project.

This Agreement has been negotiated over the past few months with assistance from the City Attorney and from the City's outside counsel, Downey Brand.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:
2. Municipal infrastructure is critical to retain and attract businesses.

Action Item:
3. Maximize the beneficial reuse of recycled water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None; however, construction of the North Valley Project will allow the City to sell its recycled water to Del Puerto Water District.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Agreement with the City of Modesto. This alternative is not recommended because the Agreement is essential for Turlock to remove its wastewater from the San Joaquin River and for Turlock to convey recycled water to Del Puerto as part of the North Valley Project.

RECYCLED WATER CONVEYANCE AGREEMENT

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OK for Agenda

THIS RECYCLED WATER CONVEYANCE AGREEMENT is made and entered into by and between the City of Modesto, a municipal corporation ("Modesto"), and the City of Turlock, a municipal corporation ("Turlock").

RECITALS

WHEREAS, Modesto and Turlock, together with the Del Puerto Water District, are signatories to the "First Amended and Restated October 6, 2015 North Valley Regional Recycled Water Program Joint Powers Agreement" ("JPA" in this Agreement); and

WHEREAS, pursuant to the JPA, Modesto will construct the Modesto Project Component for the purpose of conveying Recycled Water from the Modesto Jennings Road Wastewater Treatment Plant to the Modesto Point of Discharge for use by the Del Puerto Water District; and

WHEREAS, pursuant to the JPA, Turlock will construct the Turlock Project Component for the purpose of conveying its Recycled Water from Turlock's Regional Water Quality Control Facility (RWQCF) Harding Drain Bypass pump station to the Modesto Jennings Road Wastewater Treatment Plant where it will connect to the Modesto Project Component; and

WHEREAS, the purposes of this Agreement are to:

1) allow Turlock to provide Recycled Water into the Modesto Project Component for conveyance via the Modesto Point of Discharge to the Del Puerto Water District;
2) establish a rate to be charged for Recycled Water Conveyance Services rendered by Modesto to Turlock;
3) establish Turlock's Conveyance Capacity to a portion of the Modesto Project Component;
4) reimburse Modesto for Turlock's share of any future Capital Improvement Project costs for the Modesto Project Component; and
5) establish a method to allocate the Capital Improvement Project costs for future improvements, including repair, rehabilitation, or replacement to the Modesto Project Component that are deemed necessary by Modesto after consultation between Modesto and Turlock and with authorized agencies affected by the work on a fair and equitable basis and

WHEREAS, as a result of Modesto's Design-Build RFQ/RFP process for the Modesto Project Component, Modesto has revised the flow projections and has used those projections to establish Turlock's Conveyance Capacity as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations of the parties as herein expressed, Modesto and Turlock agree as follows:

I. DEFINITIONS

The singular of each defined term includes the plural. For the purposes of this Agreement, the following definitions apply:

Additional Conveyance Capacity means Flow in excess of 16.2 MGD Average Dry Weather Flow from the Turlock Project Component

Average Daily Flow (sometimes referred to as *ADF)* means the flow expressed as an average rate of flow in million gallons per day (MGD) computed by dividing the total gallons supplied during the designated period (*e.g.*, billing period, dry season, month, etc.) by the number of days within that same period.

Capital Improvement Project (sometimes referred to as "*CIP*") means those items and activities required by sound engineering and management practices, including but not limited to acquisition, planning, design, financing, and construction, for any one or more of the following purposes: 1) to alter, change or modify the hydraulic capacity of any part or whole of any existing Modesto Project Component facilities; 2) to improve the function and performance of any part or whole of any existing Modesto Project Component facilities; 3) to add new Modesto Project Component facilities for the purpose of altering, changing, or modifying the hydraulic capacity, or improving the function and performance of the Modesto Project Component; or 4) to perform a major repair on or replace any existing Modesto Project Component facilities.

Capital Improvement Project Cost means costs associated with Capital Improvement Projects.

Conveyance Capacity means 16.2 MGD Average Dry Weather Flow from the Turlock Project Component and is the amount of Recycled Water Turlock is allowed under this Agreement to supply into the Modesto Project Component, up to the limits set forth in Section III and expressed in terms of average capacity and peak capacity.

Dry Season means the period from May 1 through September 30.

Fiscal Year means the period from July 1 through June 30.

Flow means the amount of Recycled Water which is supplied into the Modesto Project Component . Flow may be expressed in million gallons per day (MGD) or cubic feet per second (cfs).

Del Puerto Water District (sometimes referred to as "*DPWD*") means the California water district, duly formed and operating under the laws of the state, empowered to enter into contracts to manage the water supply available to it for the benefit of its landowners and water users.

Joint Powers Agreement (sometimes referred to as "*JPA*") means the First Amended and Restated October 6, 2015 North Valley Regional Recycled Water Program Joint Powers Agreement entered into between the DPWD, the City of Turlock and the City of Modesto.

Modesto Project Component means: the pump station, the pipeline and related facilities to convey Recycled Water from the Modesto Jennings Road Wastewater Treatment Plant or other sources including the Turlock Project Component to an authorized point of discharge at the Delta-Mendota Canal (the "Modesto Point of Discharge").

Modesto Jennings Road Wastewater Treatment Plant (sometimes referred to as "Tertiary Plants Phase 1 and 2") means Modesto's source of Recycled Water supplying Flow to the Modesto Project Component

O&M charge means the amount paid by Turlock to Modesto for the conveyance of Turlock Recycled Water in the Modesto Project Component to the Modesto Point of Discharge. This charge includes operation and maintenance costs but does not include capital improvement project costs.

Operation and Maintenance (sometimes referred to as *O & M)* means those items and activities required by sound engineering and management practices to maintain the hydraulic capacity, function, and performance of Modesto Project Component facilities.

Operation and Maintenance Costs means the costs of Operation and Maintenance including, but not limited to, annual costs associated with administration, operation, maintenance, and replacement (non-CIP).

Order R5-2016-0010 (also NPDES Permit No. CA00086316) means an NPDES permit and waste discharge requirements (WDR's) established and ordered by the California Regional Water Quality Control Board, Central Valley Region (hereinafter Central Valley Water Board), by order dated 19 February 2016 and available at http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/stanislaus/r5-2016-0010.pdf, or any amendment or update thereto.

Parties means Modesto and Turlock.

Proportionate Share shall mean Turlock's percentage of ADF Flow conveyed in the Modesto Project Component

Recycled Water means tertiary treated, disinfected wastewater, which complies with all applicable laws and regulations, including Section IV of Order R5-2016-0010, for unrestricted agricultural use including, without limitation, use for row and feed crops and orchards

Recycled Water Conveyance Service means the conveyance of Turlock Recycled Water from the Turlock Project Component into the Modesto Project Component .

Turlock Project Component means Turlock's existing Regional Water Quality Control Facility Harding Drain Bypass pump station, and the pipeline and related facilities to convey Recycled Water from the Harding Drain Bypass pump station to the Modesto Jennings Road Wastewater Treatment Plant and directly into the Modesto Project Component.

Turlock's Supply Limits means 16.2 MGD Average Dry Weather Flow from the Turlock Project Component

II. OWNERSHIP AND OPERATION OF THE MODESTO and TURLOCK PROJECT COMPONENTS

A. Rights of the Parties

1. Modesto is the owner of the Modesto Project Component and of any additions to the Modesto Project Component or other facilities constructed pursuant to this Agreement. All decisions with respect to the planning, design, construction, operation and maintenance of the Modesto Project Component shall rest with Modesto. If Turlock's contractual right to use the Modesto Project Component is adversely impacted by the planning, design, construction, operation and maintenance of any part of Modesto Project Component, Turlock shall have the right to review and comment on these issues prior to any modifications to the subject portions of the Modesto Project Component. However, Turlock shall only have a contractual right to use the Modesto Project Component as set forth in this Agreement.

2. Subject to the terms of this Agreement, and in conformance with all applicable laws, Modesto may transfer ownership of all or part of the Modesto Project Component at any time, except Modesto may not transfer its rights if Turlock determines, after consultation with Modesto, that the proposed transfer will imbalance, or will otherwise adversely impact Turlock's ability to operate the Turlock Project Component for its stated purpose or comply with its obligations under the JPA. Modesto shall not transfer or agree to transfer any part of the Modesto Project Component conveying Recycled Water from Turlock without reserving Turlock's rights granted by this Agreement. In the event of a transfer, Modesto's successor in interest shall be bound by the terms of this Agreement.

3. Subject to the terms of this Agreement, Turlock may transfer or assign its rights and obligations under this Agreement. Any such transfer must first, however, be approved by Modesto by written agreement. Turlock may not transfer its rights if Modesto determines, after consultation with Turlock, that the proposed transfer will imbalance, or will otherwise adversely impact Modesto's ability to operate the Modesto Project Component or comply with its obligations under the JPA.

4. Modesto shall provide to Turlock all non-privileged information related to the construction, operation, and maintenance of the Modesto Project Component, and the quantity or quality of recycled water flows from Modesto, within thirty (30) days of a written request from Turlock.

B. Duties of Turlock

1. Turlock will construct the Turlock Project Component at its sole cost. Connection of the Turlock Project Component to the Modesto Project Component shall be in conformance with plans and specifications prepared by _____ and approved by the City of Modesto. Modesto will not provide storage of any Turlock Recycled Water flows. Turlock shall obtain an easement from the City of Modesto at no charge for any and all pipeline and equipment to be installed on City of Modesto property. The Turlock pipeline and facilities located on Modesto property will be the responsibility of Turlock to operate and maintain and there will be no financial cost, legal responsibility or legal exposure to the City of Modesto for Turlock's pipeline and facilities. Turlock will provide to Modesto all non-privileged information related to the construction, operation and maintenance of the Turlock Project Component.

2. The Turlock Project Component shall be a closed pipeline and shall not allow unreasonable inflow or infiltration at any point between the Harding Drain Bypass Pump Station and the Modesto Project Component.

3. Turlock shall not supply or allow to be supplied, any Recycled Water or wastewater into the Modesto Project Component that does not meet the standards established by Order R5-2016-0010, appropriate ordinances, resolutions, rules and regulations, or applicable permits, statutes, rules and regulations of all agencies of the United States of America, including the Environmental Protection Agency, and all agencies of the State of California including the Regional Water Board having jurisdiction over the collection, transmission, treatment and discharge of Recycled Water into or from the Modesto Project Component and shall comply with all such orders, permits, rules, regulations, statutes and laws; nor shall Turlock allow the supply of any waste, pollutant, inflow, or infiltration into the Modesto Project Component that is prohibited by ordinances, resolutions, rules, or regulations of the United States of America, including the Environmental Protection Agency, or the State of California.

4. Turlock shall not supply any Recycled Water not produced at the Turlock RWQCF into the Modesto Project Component without the prior written consent of Modesto and Del Puerto Water District.

C. Duties of Modesto

1. Subject to the terms of this Agreement, Modesto agrees to provide Recycled Water Conveyance Services to Turlock for Flows up to Turlock's Supply Limits of 18,150 acre feet per year as set forth in the Joint Powers Agreement.

2. Modesto shall operate the Modesto Project Component in the most efficient and economical manner feasible, and maintain it in good repair and working order, all in accordance with recognized sound engineering and management practices.

3. Modesto shall not supply or allow to be supplied, any Recycled Water or other water into the Modesto Project Component which does not meet the standards established by Order R5-2016-0010, appropriate ordinances, resolutions, rules and regulations, or applicable permits, statutes, rules and regulations of all agencies of the United States of America, including the Environmental Protection Agency, and all agencies of the State of California having jurisdiction over the collection, transmission, treatment and supply of Recycled Water to the Modesto Project Component and shall comply with all such orders, permits, rules, regulations, statutes and laws; nor shall Modesto allow the supply of any waste, pollutant, inflow, or infiltration into the Modesto Project Component that is prohibited by ordinances, resolutions, rules, or regulations of the United States of America, including the Environmental Protection Agency, or the State of California.

4. Modesto shall not supply any Recycled Water into the Modesto Project Component not produced by the Turlock RWQCF or the Modesto Jennings Road Wastewater Treatment Plant without the prior written consent of Turlock and Del Puerto Water District.

D. Duties of the Parties

Modesto and Turlock shall comply with all applicable laws, rules and regulations including the provisions of Order R5-2016-0010. Modesto and Turlock agree to comply with their respective discharge conditions and the receiving water limitations as specified in Order R5-2016-0010, including any renewals, amendments or successor Board orders. In the event either party violates its respective discharge conditions or causes violation of the receiving water limitations within NPDES Permit No. CA00085316, the responsible party shall be liable for any applicable enforcement action(s) the RWQCB or SWRCB imposes. Violations deemed to be chronic by the RWQCB or SWRCB will be addressed by appropriate action by and between Modesto or Turlock, respectively, and the RWQCB or SWRCB. Neither party will be liable for the others' respective Recycled Water supply or its quality.

If a regulatory agency with appropriate jurisdiction imposes any penalty or takes other enforcement action related to the conveyance or discharge of Recycled Water in or from the Modesto Project Component, Modesto and Turlock, along with any other authorized agency who supplies Recycled Water, shall meet and confer to determine causation and responsibility for payment or other action dictated by the action. Each responsible party, whether Modesto, Turlock, or another authorized agency, shall pay its share of the penalty or cost to implement other relief, and any costs of defense as reasonably determined by the same parties. If an agreement cannot be made, then either party can invoke the dispute resolution procedures set forth in Section X of this agreement.

E. Financial Statements

1. Modesto shall keep appropriate records and accounts of all costs and expenses relating to the conveyance of Recycled Water in, and the acquisition, planning, design, construction, administration, monitoring, and operation and maintenance of, the Modesto Project Component. Upon written request, said books and records shall be subject to reasonable inspection by any duly authorized representative of Turlock at its expense.

2. Turlock may audit these records for a three fiscal year period previous to its request, at its own expense.

3. Modesto shall make its Comprehensive Annual Financial Report as it relates to the Modesto Project Component available to Turlock.

III. RECYCLED WATER SUPPLY AND CONVEYANCE

A. Supply and Conveyance In consideration of the terms and conditions of this Agreement, Turlock shall have the right to supply Recycled Water into the Modesto Project Component. Modesto is not obligated to receive from Turlock, nor is Turlock privileged to provide into the Modesto Project Component, any amounts in excess of Turlock's Supply Limits unless Additional Conveyance Capacity is authorized pursuant to this Agreement.

B. No Limitation of Municipal Powers Modesto has sole discretion to determine how to operate the Modesto Project Component in the most safe, efficient and environmentally sound manner feasible to avoid any risk to the health, safety and welfare of the public. Therefore, nothing in this Agreement shall be construed as precluding or limiting Modesto from taking any action reasonably necessary 1) to prevent flow from Turlock from endangering the health, safety, or welfare of the residents of the City of Modesto or 2) to prevent flow that would result in a violation of Order R5-2016-0010. Furthermore, nothing in this Agreement will prevent Modesto from electing to discontinue Modesto's use of the Modesto Project Component for conveyance of Modesto Recycled Water. In the event of the termination or expiration of any Water Supply Agreement between DPWD and Modesto or between DPWD and Turlock, nothing in this agreement or agreements with other parties, shall limit or restrict the ability of Turlock to utilize its share of capacity in the Modesto Project Component to the DMC for delivery to DPWD or recycled water buyers other than DPWD, provided Turlock is responsible for its Proportionate Share of the reasonable O&M costs of the Modesto Project Component based on proportion of flow.

C. Modesto Project Component Maintenance Modesto retains the right to prevent flows from the Turlock Project Component as necessary to make repairs or undertake routine maintenance of the Modesto Project Component or any element of it. Prior to undertaking routine maintenance or repairs, Modesto shall provide Turlock with 30 days written notice. Modesto shall notify Turlock of any required emergency repairs that result in curtailment of flows immediately.

D. Diversion of Flow

1. Nothing in this Agreement shall preclude Turlock from diverting all or part of its flow from the Modesto Project Component. However, prior to such diversion, Turlock shall notify Modesto in writing at least three (3) months in advance and enter into an agreement with Modesto that, at a minimum, will require Turlock to pay its Proportionate Share of any then outstanding capital improvement project costs, if payment of such outstanding costs upon diversion of flow is not already addressed by separate agreement pursuant to Sections VII.B.2.c or VII.B.3.c. Turlock will also be responsible for all O&M charges owed by Turlock up to the time of diversion.

2. In no event shall Turlock's diversion of all or part of its flow from the Modesto Project Component entitle Turlock to any refund of previously remitted payments for capital improvement project costs, or forgiveness of amounts owed, if any, to Modesto for existing or increased Supply Limits.

V. MONITORING

A. Monitoring and Equipment.

1. Modesto agrees to conduct all monitoring required at monitoring station EFF-002 as designated by Order R5-2016-0010, and to operate and maintain all monitoring equipment at EFF-002. Modesto's QAQC program shall be available for review by Turlock. Modesto shall provide EFF-002 monitoring results to Turlock as soon as they are available. On a periodic basis, and at the request of Turlock, Modesto shall provide Turlock with split samples for

analysis from EFF-002. If Modesto and/or Turlock determine that additional flow monitoring devices are needed beyond any existing flow monitoring devices, Modesto shall own and operate the flow monitoring devices.

2. Turlock agrees to pay its Proportionate Share of the monitoring costs required at monitoring station EFF-002 by Order R5-2016-0010, as well as the cost of operating and maintaining all related equipment based on proportionate flow. Modesto shall bill Turlock quarterly for such costs.

3. If SCADA is used for monitoring at EFF-002, Turlock will be permitted to install equipment, such as an RTU, to integrate the monitoring data into Turlock's SCADA system.

4. Turlock shall provide Modesto with monitoring results pertaining to quantity and quality of recycled water flows from Turlock into the Turlock Project Component at the Turlock RWQCF, within thirty (30) days of a written request from Modesto.

B. Equipment Maintenance

Modesto shall operate, maintain, manage and control the flow monitoring device(s) in an efficient and economical manner and preserve them in good repair and working order, all in accordance with recognized and sound engineering practices. Upon written request, Modesto shall provide Turlock with the record of the field calibration for any meters in question.

C. Unmonitored Flows

In the event that and for so long as conveyed Recycled Water is not monitored, Modesto and Turlock shall mutually agree upon the estimated amount of flow generated during such period. If such an agreement cannot be made, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Section X of this Agreement.

VI. O&M CHARGES

A. O & M

Modesto agrees to maintain its facilities pursuant to industry and manufacturer standards and recommendations and shall upon request provide Turlock maintenance records verifying such practice.

B. O & M Charge

1. Except for O&M costs for the Modesto Project Component funded by direct payment to Modesto by DPWD via a Water Sales Agreement or similar agreement between Modesto and Del Puerto, Turlock will be responsible for its Proportionate Share of the O&M of the Modesto Project Component based on its proportion of ADF conveyed in the Modesto Project Component. Such costs shall be invoiced from Modesto to Turlock quarterly.

2. O & M charges shall include all actual costs borne by Modesto in the operation and maintenance of the Modesto Project Component.

C. Billing

Modesto shall bill Turlock on a quarterly basis for O&M no later than ninety (90) days after the end of the quarter to which the billing applies. Payment shall be made by Turlock to Modesto within thirty (30) days of receipt of the billing and shall be considered delinquent fifteen (15) days thereafter. Late payments shall accrue interest at a rate of ten (10) percent per annum.

D. Payment Disputes

No payment shall be withheld by Turlock because of a dispute as to its amount. Disputed payment shall be made with a notation as to the portion in dispute. Payment disputes shall be resolved pursuant to the dispute resolution procedure set forth in Section X of this Agreement. Any amount determined to have been improperly allocated to Turlock resulting in an overpayment shall be adjusted by Modesto as a credit on the next invoice following such determination, and shall accrue interest at a rate of ten (10) percent per annum, calculated from the date paid by the Turlock. In the event that the improper allocation to Turlock resulted in an underpayment, such amount shall be adjusted by Modesto as a debit on the next invoice following such determination.

VII. CAPITAL IMPROVEMENT PROJECTS

A. Planning

1. In the event that during the term of this Agreement the Flow limits set forth in Order R5-2016-0010 need to be increased or will reasonably be in need of being increased due to the Modesto Project Component capacity becoming exhausted or is nearing exhaustion, Turlock will provide Modesto with the projections of its future flow and Additional Conveyance Capacity requirements in the Modesto Project Component. Turlock shall also advise Modesto of any plans to acquire capacity outside the Modesto Project Component. This "Projected Flow Capacity Report" will be updated as often as reasonably required by the parties for planning purposes. Turlock will also provide Modesto with such additional information requested by Modesto as necessary for Modesto Project Component planning purposes.

2. Following the fifth year of operation of the Modesto Project Component, Modesto will prepare a Ten Year Municipal Capital Improvement Plan for the Modesto Project Component that describes facilities necessary to convey all flows in compliance with applicable rules, laws and regulations. These Plans shall be updated as often as reasonably necessary. Modesto shall solicit and consider, in good faith, comments from Turlock on the Capital Improvement Plan for the Modesto Project Component for those elements of the Modesto Project Component in which Turlock has Conveyance Capacity or for which Turlock is negotiating Additional Conveyance Capacity.

B. Capital Improvement Projects

1. Turlock and Modesto are obligated to pay for capital improvement projects for the Modesto Project Component that are needed to maintain existing Conveyance Capacity or to provide Additional Conveyance Capacity under the terms below, provided, however, that the decision whether or not to construct a capital improvement project shall be at the sole discretion of Modesto, except that such decision shall not be inconsistent with the JPA or the terms and conditions of any Water Sales Agreement or similar agreement.

2. Maintenance of Existing Conveyance Capacity

a. As part of its planning efforts and the needs of the Modesto Project Component, and considering the planning information provided to Modesto by Turlock, Modesto shall determine when capital improvement projects will be necessary to maintain Turlock's existing Conveyance Capacity and the efficiency of the Modesto Project Component in compliance with standard and customary engineering practices. Modesto's determination shall be made following active and meaningful consultation between Modesto and Turlock. This determination shall be based on: (1) the type and location of any capital improvement projects necessary; (2) the projected costs of any necessary capital improvement projects; and (3) the allocation of the cost of any such capital improvement projects to Turlock and Modesto calculated pursuant to Section VIII. Modesto shall then prepare a notice of determination setting forth its conclusions and send said notice of determination to Turlock.

b. Turlock shall have six (6) months from the date of the notice of determination within which to either: (1) comment on or challenge all or part of Modesto's determination; (2) agree to the determination; or (3) commit, in writing, to obtain new Recycled Water Conveyance Services outside of the Modesto Project Component as described below. If Turlock objects to Modesto's determination, Turlock shall have the burden to commence and diligently pursue the formal dispute resolution procedures of Section X of this Agreement. If Turlock fails to initiate dispute resolution within ninety (90) days after the expiration of the time to respond to the notice of determination set forth herein, Modesto's determination shall become final and binding on Turlock, and Turlock agrees to pay the capital improvement project costs and O&M charge set forth therein.

c. If Modesto and Turlock agree on the capital improvement projects necessary to maintain existing Conveyance Capacity, Modesto and Turlock shall enter into an agreement specifying the terms and conditions pursuant to which the capital improvement projects shall be undertaken. The Agreement shall provide that Turlock shall reimburse Modesto for its Proportionate Share of any capital improvement project costs accruing to Turlock to maintain existing Conveyance Capacity.

3. Capital Improvement Projects to provide Additional Conveyance Capacity

a. Modesto shall also, as part of its planning efforts, and considering planning information provided to Modesto by Turlock, determine the adequacy of Turlock's existing Conveyance Capacity or consider requests for Additional Conveyance Capacity by Turlock. Modesto's determination shall be made following active and meaningful consultation with Turlock. If Modesto determines that Turlock requires Additional Conveyance Capacity or agrees that it is able to provide Additional Conveyance Capacity as requested by Turlock, Modesto shall conduct a study to determine the following: (1) the amount of Additional Conveyance Capacity

needed or which may be provided; (2) the type and location of any capital improvement projects necessary to provide Additional Conveyance Capacity; (3) the projected costs of any necessary capital improvement projects; and (4) the allocation of the cost of any such capital improvement projects calculated pursuant to Section VIII. Modesto shall then prepare a notice of determination setting forth its conclusions and send said notice of determination to Turlock.

b. Turlock shall have six (6) months from the date of a notice of determination within which to either: (1) comment on or challenge all or part of Modesto's determination, (2) agree to the determination or (3) to commit, in writing, to obtain new Recycled Water conveyance services outside of the Modesto Project Component as described below. If Turlock objects to Modesto's determination, Turlock shall have the burden to commence and diligently pursue the dispute resolution procedures of Section X of this Agreement. If Turlock fails to initiate dispute resolution within ninety (90) days after the expiration of the time to respond to the notice of determination set forth herein, Modesto's determination shall become final and binding on Turlock, and Turlock agrees to pay the capital improvement project costs and O&M charge set forth therein.

c. If Modesto and Turlock agree on the capital improvement projects necessary for Additional Conveyance Capacity, Modesto and Turlock shall enter into an agreement specifying the terms and conditions pursuant to which the capital improvement projects shall be undertaken. The Agreement shall provide that Turlock shall reimburse Modesto for its Proportionate Share of any capital improvement project costs accruing to Turlock for Additional Conveyance Capacity.

C. Option to Divert Flow Notwithstanding the foregoing, upon notice of Modesto's determination regarding Additional Conveyance Capacity Turlock may choose, at its sole discretion, to divert all or part of its flow from the Modesto Project Component pursuant to Section III.D.

VIII. CAPITAL IMPROVEMENT CHARGES

A. Charges for Existing Facilities

The Parties agree that Turlock shall be solely responsible for all costs incurred as a result of the design, engineering and construction of the Turlock Project Component and that Modesto will be solely responsible for all costs incurred as a result of the design, engineering and construction of the Modesto Project Component.

B. Calculation of Capital Improvement Project Costs for Future Facilities

In addition to the O&M charge, Turlock shall pay its Proportionate Share of capital improvement project costs for Modesto Project Component facilities constructed in the future for, or used by, Turlock under this Agreement including but not limited to the types described in Section VII. Capital improvement projects, their estimated costs, and the Proportionate Share of expenses for Turlock shall be included as addendums to this Agreement as they are initiated. Final, actual costs shall be used for billing Turlock. Turlock's share of future capital improvement project costs shall be based upon the relative amount of Turlock's capacity assigned to the Capital

Improvement Project as it relates to the capacity assigned to Modesto for the Capital Improvement Project.

C. Billing

Modesto shall bill Turlock for its share of capital improvement costs as described above. Billings for design and subsequent project costs shall be issued immediately following the City's remittance for payment of same. The billings shall be in an amount equal to Turlock's share of the amount expended on the capital improvement project during the relevant invoice period based on the formula described above. Payment shall be made within thirty (30) days of receipt of the billing and shall be considered delinquent fifteen (15) days thereafter. Late payments shall accrue interest at ten (10) percent per annum. No payment shall be withheld by Turlock because of a dispute as to its amount. Disputed payments shall be made with a notation as to the portion in dispute. Payment disputes shall be resolved pursuant to the dispute resolution procedure set forth in Section X of this Agreement. Any amount determined to have been improperly allocated to Turlock shall be issued to the Turlock as a refund plus ten (10) percent interest calculated per annum from the date the disputed payment was made by Turlock within thirty *days* following such determination.

IX. NON-ASSIGNMENT

Turlock shall not assign this Agreement, or any part of it, nor any monies due, or to become due hereunder, without the prior written consent of Modesto. Any assignment by Turlock without the express written approval of Modesto shall be cause for termination of this Agreement at the sole option of Modesto. In no event shall any contractual relationship be created by any third party and Modesto.

X. DISPUTE RESOLUTION This Section shall govern all disputes arising out of this Agreement.

A. Meet and Confer

Modesto and Turlock agree to meet and confer regarding issues of concern raised by either city, or raised by third parties, so as to resolve any differences or responsibilities in order to avoid or minimize resolution of issue(s) by an outside arbitrator.

B. Mediation.

1. Upon delivery of a written request for mediation to the other party involved, any dispute concerning this Agreement may be submitted to a mutually acceptable mediator. The decision of the mediator shall not be final or binding unless otherwise agreed to in writing by the parties. Mediation shall be required before either party may proceed to litigation or any other method of dispute resolution. If a mediation session has not been held within ninety (90) days after written request for mediation has been received by either party, the party requesting mediation may proceed to litigation unless the period for mediation has been extended by mutual written agreement between the parties. Costs for mediation shall be shared equally between parties.

2. All mediation proceedings, results and documentation, shall be nonbinding and inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Code Sections 1115 through 1128), unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

C. Performance Required During Dispute

Nothing in this Section shall relieve either Modesto or Turlock from its obligation to perform all of their obligations under this Agreement. Modesto and Turlock shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

XI. INSURANCE

A. Project Component Owner Shall Maintain All Required Insurance

1. Modesto shall maintain all insurance required by law, including workers' compensation insurance associated with the operation of the Modesto Project Component. Modesto is currently self-insured for Workers Compensation for all Modesto employees.

2. Modesto is currently self-insured for its public liability insurance, which includes general liability and automobile liability coverage for property damage and bodily injury claims. Modesto budgets annually for its self-administered claims program handled through the Risk Management Department. Claims are processed and administered in accordance with the California Government Code Sections 900 et seq.

3. Turlock shall maintain all insurance required by law, including workers' compensation insurance associated with the operation of the Turlock Project Component. [Turlock is currently self-insured for Workers Compensation for all Turlock employees?]

4. Turlock is currently a member of the San Joaquin Valley Risk Management Authority , which includes general liability and automobile liability coverage for property damage and bodily injury claims. Claims are processed and administered in accordance with the California Government Code Sections 900 et seq.]

B. Substantially Equivalent Coverage If the Modesto Project Component is transferred to another entity pursuant to Section II, coverage, substantially equivalent to all the above provisions, shall be maintained by any successor in interest.

XII. HOLD HARMLESS

Turlock shall protect, hold harmless and indemnify at its own expense Modesto, its elected and appointed officials, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Turlock's performance of this Agreement. Modesto shall

protect, hold harmless and indemnify, at its own expense Turlock, its elected officials, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Modesto's performance of this Agreement.

XIII. INTERRUPTION OF SERVICE If the Recycled Water conveyance services provided to Turlock under this Agreement are interrupted as a result of a major disaster, operation of federal or state law, or other causes beyond the control of Modesto, Turlock shall continue all payments required under this Agreement during the period of interruption. Following the resumption of Recycled Water conveyance services, Modesto and Turlock shall determine whether Turlock is entitled to any refund of O&M charges paid during the period of interruption. If the parties are unable to reach an agreement following good faith negotiations, Turlock may seek a refund through the dispute resolution process set forth in Section X, above.

XIV. JURISDICTION This Agreement is intended to be construed pursuant to the laws of the State of California. In addition, the parties agree that this Agreement has been entered into in Stanislaus County and concerns subject matter located in Stanislaus County.

XV. NOTICES REQUIRED UNDER AGREEMENT All notices required to be given under this Agreement must be in writing and either served personally or mailed by certified mail, return receipt requested to:

If to Turlock:
City of Turlock
City Manager
156 S. Broadway
Turlock, CA 95380

If to Modesto:
City of Modesto
City Manager
P.O. Box 642
Modesto, CA 95354

XVI. EFFECTIVE DATE AND TERMINATION

A. Effective Date This Agreement shall become effective thirty days after execution by Modesto and Turlock.

B. Term of Agreement Subject to the rights and obligations set faith in Sections XVI.C, XVI.D and XVI.E below, this Agreement shall expire on _____ or upon the expiration or termination of the JPA, whichever occurs first. Any outstanding obligation of Turlock to pay its Proportionate Share of capital improvement project costs shall survive termination of this Agreement prior to _____.

C. Extension of Agreement This Agreement is subject to extension by agreement of the parties. The parties shall commence discussions on an agreement to provide Recycled Water conveyance services beyond the year _____ on or before December 31, .

D, Contract Termination If in the future, Turlock is able to obtain alternate Recycled Water conveyance services, Turlock may divert all of its flow from the Modesto Project Component pursuant to Section III.D.

E. Abandonment Modesto may abandon the Modesto Project Component upon delivery of notice to Turlock ten (10) years in advance of said abandonment. Upon notice by Modesto to abandon the Modesto Project Component, the parties shall meet and confer over the nature and conditions of such abandonment. In the event the parties cannot reach agreement, the matter shall be resolved pursuant to the dispute resolution procedure set forth in Section X of this Agreement in the event of abandonment, Modesto shall retain ownership of all Modesto Project Component assets free from any claim of Turlock.

XVII. WAIVER OF BREACH No failure of either Modesto or Turlock to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of the Agreement shall continue in full force and effect without respect to any other then existing or subsequent breach.

XVIII. GENERAL

A. Exhibits [not used0

B. Amendment of Agreement.

Except as provided in this Agreement, and recognizing that this Agreement establishes certain changes as ministerial, including but not necessarily limited to the provisions of Sections VI B (O&M charge), and VII B 1 (Capital Improvement Projects), this Agreement may be amended or supplemented only by a mutual agreement in writing between Modesto and Turlock stating the parties' intent to amend or supplement the Agreement.

C. Construction of Agreement

1. Drafting of Agreement

It is acknowledged that Modesto and Turlock, with the assistance of competent counsel, have participated in the negotiation of this Agreement and that any ambiguity should not be construed for or against either Modesto or Turlock.

2. Entire Agreement; No Third Party Beneficiaries

Modesto and Turlock represent, warrant and agree that no promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the parties, that this Agreement supersedes any and all prior agreements or understandings between the parties unless otherwise provided herein including but not limited to the provisions of Section XVII B of this Agreement, and that the terms of this Agreement are contractual and not a mere recital; that in executing this Agreement, neither party is relying on any statement or representation made by the other party, or the other party's representatives concerning the subject matter, basis or effect of this Agreement other than as set forth herein; and that each party is relying solely on its own judgment and knowledge. This Agreement does not confer any rights on any person who is not a party to this Agreement, and any third party beneficiaries are hereby expressly disclaimed.

3. Agreement Binding on All

This Agreement shall be binding upon and shall inure to the benefit of both Modesto and Turlock, and each of its respective successors, assigns, trustees or receivers.

4. Severability

Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

5. Headings

All Section headings are for convenience only and shall not affect the interpretation of this Agreement.

D. Declarations

1. Understanding of Intent and Effect of Agreement

The parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.

2. Warranty Regarding Obligation and Authority to Enter Into This Agreement

Each party represents and warrants that its respective obligations herein are legal and binding obligations of such party, that each party is fully authorized to enter into this Agreement, and that the person signing this Agreement hereinafter for each party has been duly authorized to sign this Agreement on behalf of said party.

3. Restrictions on Veto of Transfers and Acquisitions of Capacity

Turlock understands and specifically recognizes that with respect to transfer and acquisition of capacity in the Modesto Project Component or the creation of additional capacity in the Modesto Project Component for any other authorized agency, Turlock does not have the right to veto or prevent the transfer of capacity by and among other agencies or with Modesto, or to veto or prevent the creation or acquisition of capacity for another authorized agency or agencies except that any transfer of capacity or creation of additional capacity shall not result in a loss of assigned capacity to Turlock unless expressly authorized in writing by Turlock. Turlock recognizes that by signing this Agreement Turlock has expressly pre-approved such actions. The sole right of Turlock to object to any of the foregoing shall be through expression of its opinion to Modesto and, where applicable, through exercise of its rights under the dispute resolution provisions of this Agreement.

4. Other Agreements

a. Nothing in this Agreement limits or restricts the right of Modesto or Turlock to make separate agreements with other agencies without the need to amend this Agreement, provided that such agreements are consistent with this Agreement.

b. This Agreement is not intended to nor shall it in any way supersede or modify the terms and conditions of the JPA or any Water Supply Agreement between either party and DPWD or any amendments thereto.

5. Counterparts

This Agreement may be executed in counterparts. This Agreement shall become effective as specified in Section XV . The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all parties do not appear on the same page.

8I

City Council Synopsis
August 9, 2016

From: Michael I. Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Hydrogeologic and Water Quality Assessment Report for the evaluation of the geology, hydrogeology, geochemistry, groundwater quality, and groundwater supply in the Turlock area

2. DISCUSSION OF ISSUE:

On July 14, 2015, the City Council approved a Professional Services Agreement with Wood Rodgers, Inc. for the preparation of a Hydrogeologic and Water Quality Assessment Report. The Report included the evaluation of the geology, hydrogeology, geochemistry and contamination in the Turlock area. The Report is an important tool in developing a strategy to rehabilitate existing wells and to construct new wells in order to continue to provide a long-term reliable water supply.

The Report identified elevated concentrations of nitrate in the shallow aquifers and elevated arsenic concentrations in some of the deeper aquifers underlying the City. The Report identified possible modifications that could be made to bring existing wells back into service. In addition, the Report recommended the installation of test holes with depth-specific water quality exploration to better determine the best design for future wells based on water quality.

3. BASIS FOR RECOMMENDATION:

A. Water supply in the Turlock area has been decreasing over time and this project would bring existing wells 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.

OK for Agenda

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 fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not accept the Hydrogeologic and Water Quality Assessment Report. This alternative is not recommended because the Report is a valuable tool for understanding the hydrogeology and geology of the aquifers of which the City relies upon for drinking water.

Please find attached the Executive Summary for the Hydrogeologic and Water Quality Assessment Report.

The complete report can be viewed at the City of Turlock Municipal Services Department, 156 S. Broadway, Ste. 270, Turlock, CA.

Hydrogeologic and Water Quality Assessment Report

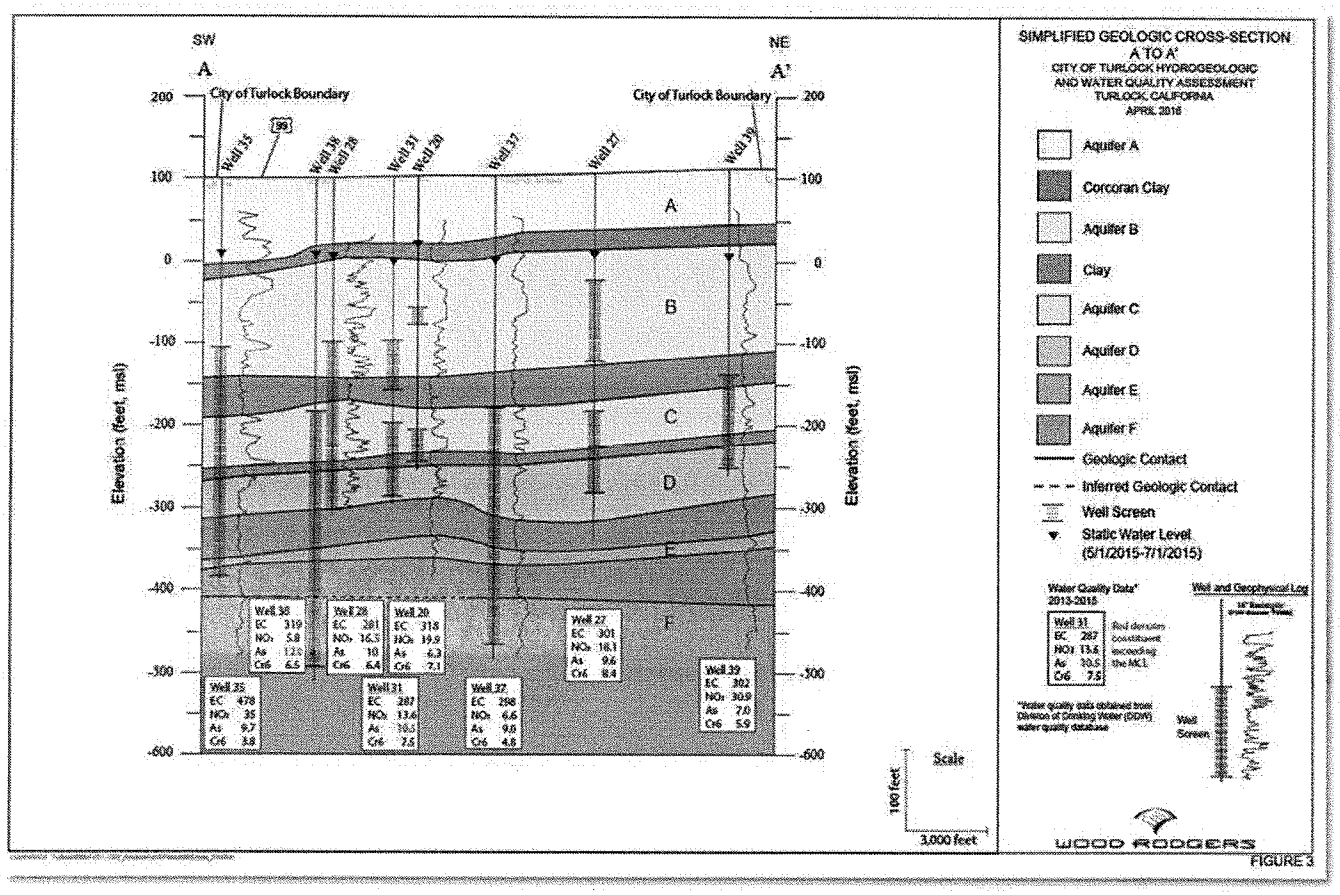


FIGURE 3

Prepared for:

CITY OF TURLOCK INC. 1908

July 2016

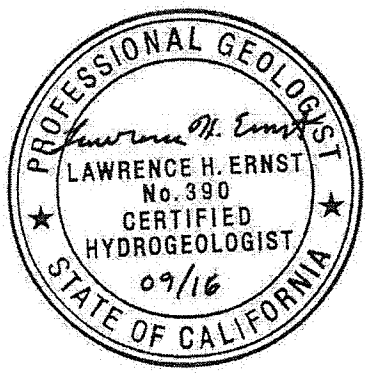
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

City of Turlock
Hydrogeologic and Water Quality Assessment Report

Certificate and Seals

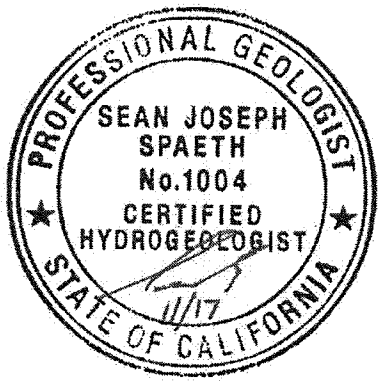
Lawrence H. Ernst Date: July 6, 2016

Lawrence H. Ernst
Principal Hydrogeologist
California Professional Geologist 5011
California Certified Engineering Geologist 1552
California Certified Hydrogeologist 390



Sean J. Spaeth Date: July 6, 2016

Sean J. Spaeth
Project Hydrogeologist
California Professional Geologist 8878
California Certified Hydrogeologist 1004



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Executive Summary

The City of Turlock (City) relies solely on groundwater to meet its municipal water demands. Groundwater is pumped directly into the City's distribution system to approximately 18,500 service connections. In 2014, the City pumped almost 6.5 billion gallons of groundwater from the underlying groundwater basin.

The City's well field consists of 25 municipal supply production wells. Of the 25 municipal supply wells, 21 are classified as active and four are inactive (Wells 10, 24, 28, and 38). Two of the active wells are currently on stand-by status. The main water quality concerns for the City are elevated nitrate and arsenic. The four inactive wells are currently not in service either due to concentrations of arsenic, which are at or above the California Division of Drinking Water (DDW) maximum contaminant level (MCL) of 10 micrograms per liter (µg/L), or concentrations of nitrate (as NO_3) above the MCL of 45 milligrams per liter (mg/L).

This Hydrogeologic and Water Quality Assessment Report characterizes six freshwater bearing aquifers underlying the City, designated as Aquifers A through F (from shallow to deep) and the associated water quality. Observed water quality trends of the characterized aquifers are:

- Elevated nitrate (as NO_3) occurs across the entire City; however, the highest concentrations are found in the shallow sediments and Aquifer B, which may indicate downward migration through sediments and via existing wells.
- Wells with high arsenic concentrations are more prominent in the northwest portion of the City than any other area. Many of these wells are screened across multiple aquifer zones as well as clay layers. No single aquifer was identified to contribute to the elevated concentrations of arsenic; however, it was observed that wells completed in Aquifer D could have elevated arsenic. It is also possible that the clay layers are contributing to elevated arsenic.
- In Aquifer F and below a depth of 550 feet to 600 feet, groundwater has elevated concentrations of total dissolved solids, which are close to or exceed DDW secondary requirements for potable water.

Existing well data and well testing conducted in several of the City's wells suggest that the highest groundwater production is in the northwest portion of the City; however, arsenic concentrations are elevated in this area. In the southeast, well testing and existing data suggest the aquifer system can produce between 1,000 and 2,000 gallons per minute (gpm), with specific capacities likely between 10 and 30 gallons per minute per foot (gpm/foot) of drawdown. The calculated aquifer transmissivity for Aquifer D is approximately 135,500 gallons per day per foot (gpd/foot) and a hydraulic conductivity of 6.6×10^{-4} gpd/ft^2. The analysis suggests news wells (2,000 gpm) constructed 1,000 feet apart and in the same aquifer will likely have 10 feet of mutual pumping interference.

An analysis of the distribution of groundwater quality, well production and specific capacities identified the southern portion of the City to develop additional groundwater, which will have the best chance of producing groundwater with acceptable water quality. Development in the northwest and northeast area of the City is possible, but will require additional site-specific and depth-specific assessment to characterize water quality for specific aquifer zones.

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1 Introduction

The City meets its municipal water demand through a network of 25 production wells. Of the 25 production wells, 21 are classified as active and four are inactive (Wells 10, 24, 28, and 38). Two of the active wells are currently on stand-by status, as shown in **Figure 1**. Groundwater is pumped directly through the City's distribution system to approximately 18,500 service connections. The four inactive wells are currently offline due to water quality issues.

This report characterizes groundwater quality, production capabilities, and aquifer properties of the underlying hydrogeologic system and provides recommendations for locations of future municipal wells. The recommendations were selected to help target the best possible water quality without the need for treatment. Also, this report provides an assessment of the current operation and quality of the groundwater produced by the City's well field. Data reviewed and analyzed for this report was furnished by the City, the California State Water Resources Control Board – Division of Drinking Water (DDW), the California Department of Water Resources (DWR), published geologic and hydrogeologic reports and work conducted by Wood Rodgers, Inc. Records provided by the City include the DWR Water Well Driller's Reports, geophysical surveys from boreholes, depth to groundwater measurements (1989 through July 2015), water quality data (1989 through 2015), and monthly production data. The DDW's "California Drinking Water" database (current to November 2015) in conjunction with the City's records provide the historical water quality data.

2 Location and Physical Setting

The City is south of the City of Modesto and north of the City of Merced, along the State Highway 99 corridor in Stanislaus County. The City is in the San Joaquin Valley, which is the southern portion of the Central Valley of California. The San Joaquin Valley is a large asymmetrical trough measuring 200 miles long and up to 70 miles wide, bordered on the east by the Sierra Nevada Mountains and on the west by the Coast Range Mountains. Topography within the City is flat, with the ground surface sloping from northeast to southwest with approximate elevations of 125 feet above mean sea level (MSL) to 90 feet MSL. In the vicinity of the City, land use historically has included agricultural and associated industry. Within the City limits, residential, industrial, and general commercial are the primary land uses.

The San Joaquin Valley consists of two hydrologic areas: the south referred to as the Tulare Lake Hydrologic Region and the north as the San Joaquin Valley Hydrologic Region, where the City is. The San Joaquin Hydrologic Region covers an area of approximately 15,200 square miles and includes counties of Calaveras, Tuolumne, Mariposa, Madera, San Joaquin, and Stanislaus (DWR, 2003).

Major rivers are located both north and west of the City, with the San Joaquin River approximately eight miles west and the Tuolumne River roughly six miles to the north. There are no major streams or rivers located within the City limits. The Turlock Irrigation District (TID) operates and maintains several lined canals within the City, located parallel to West Taylor Road in the north, Canal Road in the central portion of the City, and East Harding Road.

3 Geology

3.1 Geologic Setting

The San Joaquin Valley (Valley) consists of geologic layers of marine sediments overlain by continental sourced sediments (alluvium) deposited during erosion of the surrounding mountain ranges and flooding events. The alluvial deposits shed from the surrounding mountain ranges thicken towards the axis of the Valley and can reach up to 30,000 feet in thickness (Thiros, 2010). The Valley extends to the Sacramento-San Joaquin Delta to the north, the Sierra Nevada Mountains to the east, the Coast Range Mountains to the west, and the Tehachapi and San Emigdio Mountains to the south. The San Joaquin River flows from the high Sierra Nevada Mountains to the Valley floor, where it flows north toward the Sacramento-San Joaquin Delta. A network of streams and washes converge with the river, in some places terminating in topographically closed sinks, such as Tulare Lake, Kern Lake, and Buena Vista Lake (Galloway, 1999). Most streams draining the western slope of the valley are intermittent (ephemeral).

The City's well field pumps groundwater from the underlying Turlock Groundwater Subbasin (Subbasin) (DWR Basin No. 5-22.03) of the larger San Joaquin Valley Groundwater Basin. The Subbasin covers approximately 347,000 acres, or 542 square miles, between the Tuolumne and Merced Rivers and is bound on the west by the San Joaquin River and on the east by crystalline basement rock of the Sierra Nevada foothills.

3.2 Conceptual Geologic Model

The geologic formations that make up the primary freshwater-bearing units within the Subbasin include (from youngest to oldest): the Modesto Formation, Riverbank Formation, Turlock Lake Formation, and the Mehrten Formation. These formations were deposited on older, marine sourced sediments which typically contain groundwater with high concentrations of TDS making them unusable for potable water supply. As shown in **Figure 2**, only the Modesto Formation is present at the ground surface within the City. All of the sediments in this area have a uniform dip of approximately one to three degrees to the southwest resulting from the uplift of the Sierra Nevada Mountains. The geologic formations form an alluvial wedge, which thicken from the Valley margins toward the axis of the structural trough, which is slightly west of the San Joaquin River (DWR, 2006).

Each of these formations are described in more detail below, including a depiction of the depositional environment and the primary sedimentary characteristics (grain size distribution).

3.2.1 Modesto Formation

The Modesto Formation is of late Pleistocene, with an age of one million years ago (1 Mya) to recent. Gravel, sand, silt, and clay deposited by alluvial fans extend from the Kern River drainage on the south to the Sacramento River in the north (Marchand and Allwardt, 1981). The Modesto Formation (Figure 2) is the only geologic unit exposed at the ground surface within the City and extends to an approximate depth of 100 feet in the northwest and 60 feet in the northeast. To the east of the City, smaller outcrops of the Modesto Formation are observed along low-lying drainage areas and river channels within the Sierra Nevada foothills.

3.2.2 Riverbank Formation

The Riverbank Formation of middle Pleistocene age (about 1.5 Mya to 1 Mya) underlies the extent of the Modesto Formation. The thickness of the formation increases westward, with a thickness

of generally less than 200 feet. The formation consists primarily of sand with scattered gravel and silt lenses. A majority of the Riverbank Formation outcrops east of the City between the TID Main Canal and the TID Highline Canal. However, smaller portions of the formation are observed to outcrop along low-lying drainage areas and river channels throughout areas east of the City.

3.2.3 Turlock Lake Formation

The Turlock Lake Formation of late Pliocene age (2.5 Mya 1.5 Mya) underlies the Riverbank Formation. The thickness of the unit increases westward but is less than 600 feet. The formation consists primarily of arkosic alluvium, mostly of fine sand and silt grading upward into coarse sand and occasional coarse pebbly sand or gravel of granitic, metamorphic, volcanic and quartz (Marchand and Allwardt, 1981). While the Turlock Lake Formation contains significant layers of sandy material, it also contains highly silica-cemented sandstone layers (duripan) which characteristically has little permeability. The Turlock Lake Formation is the primary aquifer for deep wells within the City.

The Corcoran Clay Member occurs in the upper part of the Turlock Lake Formation and ranges in thickness from 10 feet to 100 feet. The Corcoran Clay is dark greenish-gray in color and commonly referred to by well drillers as "the blue clay" was deposited in a closed lacustrine environment. The Corcoran Clay is known to contain compressible geologic material that, when dewatered, has resulted in land subsidence within the Valley.

3.2.4 Mehrten Formation

The Mehrten Formation is Miocene to late Pliocene in age (5 Mya 2.5 Mya) and consists of a sequence of volcaniclastic and volcanic rocks. The Mehrten Formation is comprised of two distinct geologic units, the Upper Mehrten, and the Lower Mehrten Formation. The Upper Mehrten Formation consists of gravels, well sorted black andesitic sands (reported by well drillers as "black sands") and interbedded blue to brown silts and clays (DWR, 1974). The Lower Mehrten Formation consists of dense volcanic flows of tuff breccias with interbedded conglomerates and sandstones. The tuff breccias act as confining layers among the conglomerates and sandstones. The Mehrten Formation ranges in thickness from 200 feet along the Sierra Nevada foothills east of the City to over 600 feet in the vicinity of the City. Under the City, the Mehrten Formation contains significant high-yielding aquifers; however, poor water quality, including high total dissolved solids (TDS) and arsenic, would preclude it use for municipal water supplies without extensive treatment.

4 Hydrogeology

4.1 Hydrogeologic Cross-Section

A simplified geologic cross-section was prepared to depict the underlying geologic formations. Geophysical surveys, including resistivity and spontaneous potential logs, provided for the City's wells were digitized and used in conjunction with the DWR Well Completion Reports to create a city-wide cross section (identified as A-A' in **Figure 3**) depicting the subsurface geology in the northern portion of the City. The spatial distribution of available geophysical logs was more concentrated in the northern portion of the City. The limited geophysical logs did not allow for sufficient correlation of the geologic units in the south. In the north, major aquifer units and clay layers were identified and correlated between boreholes to illustrate the extent and depth of each aquifer, as well as the confining layers. The limited available data suggests that the same aquifers exist in the southern portion of the City. To further aide in the hydrogeologic understanding, water quality data (from 2012 through 2015) for electrical conductance, nitrate (as NO_3), arsenic, and Cr 6+ are shown on the cross-section to illustrate the water quality of the formations penetrated by the City's well field. The location of the geologic cross-section (A-A') is shown in Figure 2.

The spontaneous potential (SP) logs depict relative changes in water quality with respect TDS. The SP logs were used to help identify and characterize the depth to brackish water, or groundwater with elevated TDS above 500 milligrams per liter (mg/L). Throughout the City, it was identified that groundwater becomes brackish at depths between 550 feet and 600 feet. At a depth of approximately 1,000 feet, groundwater likely becomes saline (TDS over 2,000 mg/L) based on our interpretation of nearby Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) well logs.

4.2 Freshwater Aquifer System

For this study, the freshwater-bearing aquifer system underlying the City has been characterized with six primary aquifers (from shallow to deep): Aquifers A through F. Aquifer A is unconfined where saturated, whereas Aquifers B through F is semi-confined to confined. The aquifer nomenclature in this report was established by correlating regional clay layers which separated continuous gravel and sand intervals.

4.2.1 Aquifer A (Elevation +100 feet to +25 feet MSL)

Aquifer A is likely unconfined to semi-confined and is present from the ground surface to an approximate depth of up to 100 feet below ground surface (bgs) along the western boundary of the City, and decreases in depth to the east, as shown in Figure 3. Aquifer A is likely a combination of the Modesto, Riverbank, and upper Turlock Lake Formations. Below Aquifer A, a local clay layer was able to be correlated across the City. Based on the lithologic descriptions in the Well Completion Reports, this clay layer is characterized as the Corcoran Clay and likely acts an aquitard which help reduce vertical groundwater movement between Aquifer A and Aquifer B, where the aquifers are not inter-connected by wells.

4.2.2 Aquifer B (Elevation +25 feet to -150 feet MSL)

Based on lithologic descriptions from the Well Completion Reports, Aquifer B is likely the top of the uppermost aquifer within the Turlock Lake Formation. Aquifer B extends to a depth of 250 feet bgs and is approximately 150 feet thick. Aquifer B contains highly permeable sand and gravel layers. Below Aquifer B, a clay layer able to be correlated across the City and likely acts as an aquitard which helps to reduce vertical movement of groundwater.

4.2.3 Aquifer C (Elevation -150 feet to -250 feet MSL)

Based on lithologic descriptions from the Well Completion Reports and available geophysical logs, Aquifer C is likely the Turlock Lake Formation.

The top of Aquifer C is approximately 300 feet bgs in the west to 250 feet bgs in the east and is approximately 50 to 70 feet thick. Aquifer C consists of interbedded sand and clay. Below Aquifer C, a clay layer was correlated across the City separating Aquifer C and Aquifer D.

4.2.4 Aquifer D (Elevation -220 feet to -320 feet MSL)

Aquifer D consists of interbedded sand and clay, with less developed sand layers than the shallower aquifer zones. The top of Aquifer D is approximately 375 feet bgs in the west, and 310 feet bgs in the east. Continuous clay layers were correlated across the top and bottom of Aquifer D, the shallower clay being relatively thin (approximately 25 feet thick) and the deeper clay approximately 50 feet thick, as shown in Figure 3.

4.2.5 Aquifer E (Elevation -325 feet to -375 feet MSL)

The top of Aquifer E is approximately 450 feet bgs in the west and 425 feet bgs in the east and consists of a thin sand layer of relatively good permeability, as indicated in the geophysical logs. The approximate thickness of this aquifer is 20 feet and very few City wells are screened within Aquifer E. Below Aquifer E, a 50-foot thick clay layer was correlated across the City, separating Aquifer E from Aquifer F.

4.2.6 Aquifer F (Below Elevation -410 feet MSL)

The top of Aquifer F occurs at approximately 500 feet bgs and appears to be clay-dominated, with relatively thin zones of developed black sand. The water quality in Aquifer F degrades with depth regarding TDS and not suitable for potable supply by the City. Aquifer F is likely part of the Mehrten Formation based on the lithologic descriptions from the Well Completion Reports.

Below the freshwater-bearing aquifers are the Valley Springs and Ione Formations, respectively, which are confined groundwater aquifers containing brackish to saline groundwater. These formations historically had a higher hydraulic head (pressure) which resulted in saline water upwelling into the shallower aquifers where wells were drilled too deep. These formations can also contain significant amounts of methane gas which can create problems with pumping equipment, generate consumer complaints of "milky water," and poses a safety concern as methane gas can create an explosive environment. The interface between fresh groundwater and saline groundwater is described herein as the base of freshwater, which occurs approximately 1,000 feet bgs beneath the City.

5 City of Turlock Well Field

5.1 Well Field Summary

The City currently maintains 25 production wells as part of its municipal water supply well field. As shown in Table 1, 19 wells are classified as active, four are inactive (Wells 10, 24, 28, and 38), and two are active but are currently on standby wells status (Wells 31 and 32). The four inactive wells and the two standby wells are currently not in use due to water quality concerns, as discussed in Section 6.4.

Table 1
City Well Field Status

Well	DDW Station Code	Well Status	Well	DDW Station Code	Well Status
Well 3	5010019-003	Active	Well 29	5010019-029	Active
Well 4	5010019-004	Active	Well 30	5010019-030	Active
Well 8	5010019-008	Active	Well 31	5010019-031	Standby/ Active
Well 10	5010019-010	Inactive	Well 32	5010019-032	Standby/ Active
Well 13	5010019-013	Active	Well 33	5010019-033	Active
Well 14	5010019-014	Active	Well 34	5010019-034	Active
Well 15	5010019-015	Active	Well 35	5010019-035	Active
Well 19	5010019-019	Active	Well 36	5010019-036	Active
Well 20	5010019-020	Active	Well 37	5010019-037RW37	Active
Well 22	5010019-022	Active	Well 38	5010019-038RW38	Inactive
Well 24	5010019-024	Inactive	Well 39	5010019-039RW39	Active
Well 27	5010019-027	Active	Well 40	5010019-040	Active
Well 28	5010019-028 M	Inactive			

The City has permanently removed 14 municipal wells from service for various reasons over the years. Thirteen of the wells are reported to have been destroyed and one well has been converted into a groundwater level monitoring station (Well 2). The reasons for each well destruction are shown in **Table 2**. The locations of all active, inactive, standby, and abandoned/destroyed City

wells are shown in Figure 1. City wells were constructed using either the cable-tool or rotary drilling methods, with total depths ranging from 220 to 615 feet bgs.

Table 2
Destroyed/Abandoned City Wells

Well	Well Status	Reported Operation/ Water Qaulity Issues
Well 1	Destroyed	Mechanical failure of pump/oil in water (Abandoned in 1998)
Well 2	Abandoned	High Arsenic/High Sand Production (Closed in 2002)
Well 5	Destroyed	PCE/Nitrate/Arsenic Contamination (Abandoned in 1992)
Well 6	Destroyed	Casing Failure (Equipment removed in 1992)
Well 7	Destroyed	Pump Failure (Abandoned in 1988)
Well 9	Destroyed	Carbon Tetrachloride (Turned off in 1999)
Well 11	Destroyed	High Sand Production (Closed in 1988)
Well 12	Destroyed	Casing Failure (Abandoned in 1981)
Well 16	Destroyed	Elevated Nitrate and PCE (Closed in 2000)
Well 17	Destroyed	Elevated Nitrate (Closed in 1999)
Well 18	Destroyed	Casing Failure (Abandoned in 1999)
Well 23	Destroyed	Low yield, high sand production (Abandoned in 1994)
Well 25	Destroyed	High Nitrate/Arsenic (Abandoned in 1990)
Well 26	Destroyed	High Arsenic/Manganese and Hydrogen Sulfide

The City utilizes SCADA (Supervisory Control and Data Acquisition) to monitor groundwater levels in its well field. Wells 2, 10, 24, 38, and 39 currently have SCADA installed.

Data reviewed for this report include DWR Well Completion Reports, groundwater levels, water quality, site locations, and production data. The City monitors depth to groundwater levels at least semi-annually in all of the City's wells which provide a comprehensive dataset to assess for changes over time. Evaluation of year to year spring depth to groundwater level measurements allow a determination of the annual increase or decrease of groundwater in storage in the subbasin and to identify long-term trends. Groundwater levels are typically at their highest point in early

spring following winter precipitation which, in part, recharges the Subbasin. Fall groundwater measurements record the lowest depth to groundwater, following the peak summer demand season.

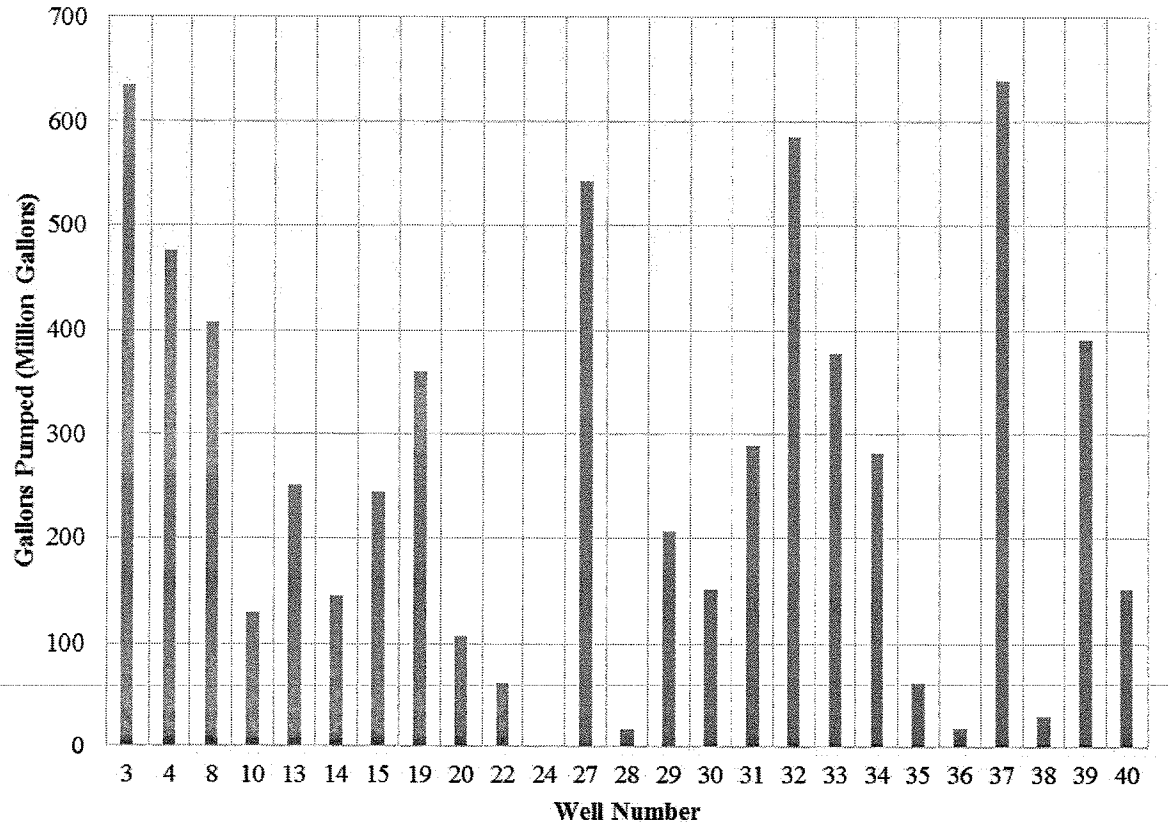
For each City well, a comprehensive history and narrative are provided in Section 10 of this report. Also, Volume 2 of the Appendix includes a site map, a data summary sheet, well construction profile, groundwater level hydrographs, water quality graphs, and production data. Well construction information and the most recent well production/testing information is summarized in Table 3 (located at the end of the report).

5.2 Well Field Production

Average annual well field production from 2008 through 2014 totaled almost 7.1 billion gallons. In 2014 alone, the City's well field produced approximately 6.5 billion gallons of water into the system, likely in response to current statewide drought.

In 2014, Wells 3, 27, 32, and 37 were the highest producing City wells, as shown in **Table 4**. Wells 22, 24, 28, 35, 36, and 38 were the lowest producing in 2014. **Table 5** includes a summary of groundwater production from 2008 through 2014.

Table 4
2014 City Well Field Production



6 Groundwater Conditions

6.1 Groundwater Levels

Depth to groundwater measurements have been recorded on a regular basis in Stanislaus County since the early 1950's by DWR and in the City's well field since the mid-1980s. Depth to groundwater measurements in the City's wells was plotted on hydrographs to depict groundwater conditions over time. These hydrographs are provided for each well in Section 10 of this report.

The dataset includes measurements for both static (non-pumping conditions) and pumping groundwater levels within the well field and suggests a slight decline in groundwater levels, with average declines between 0.5 and 2 feet per year from 1989 to 2015. Spring (i.e. peak) static groundwater levels have ranged between 25 and 70 feet bgs in the well field over the period of record. Seasonal groundwater level fluctuations of up to 50 feet have been documented in City wells. In spring of 2015, depth to groundwater measurements in the well field were between 40 to 70 feet bgs.

Depth to groundwater measurements from the City's well field was used to generate groundwater elevation contour maps to illustrate groundwater conditions in fall 2014 and spring 2015. As shown in **Figure 4**, fall groundwater contour elevations depict a pumping depression centered under the northwest portion of the City. Groundwater elevations ranged from approximately 20 feet MSL (approximately 70 to 80 feet bgs) under the perimeter of the City to an elevation of approximately 6 feet below MSL (approximately 100 feet bgs) within the depression. In spring 2015, groundwater elevations recovered by as much as 50 feet beneath the City, as shown in **Figure 5**, illustrating that the Subbasin receives seasonal recharge from winter precipitation.

6.2 Groundwater Movement

Groundwater movement is a function of groundwater recharge, naturally occurring gradients, and local and regional groundwater pumping. The natural groundwater flow direction is towards the southwest, following the regional dip of the basement rock and sedimentary units (DWR, 2003). No impairments or restrictive structures have been identified to groundwater flow.

The vertical hydraulic gradient within the City is unknown due to the lack of aquifer-specific monitoring wells.

6.3 Groundwater Quality Overview

Groundwater quality varies due to chemical reactions as water moves through geologic materials. Groundwater contamination can be a result of naturally-occurring compounds or anthropogenic sources. Naturally occurring contaminants of concern within the City include TDS, arsenic, and hexavalent chromium (Cr^{6+}). Anthropogenic contamination within the City include nitrates, fuel, solvents, and synthetic organic compounds (SOC).

The DDW regulates public water systems to ensure drinking water meets quality standards. DDW drinking water standards are more stringent than those enacted and enforced by the United States Environmental Protection Agency (EPA). Public Water Systems are required to report water quality data to the DDW, which maintains a comprehensive water quality database. In addition to the DDW water quality dataset, the City maintains an in-house water quality dataset. The DDW database and the City's water quality data were combined to evaluate historical trends, to identify current or previous exceedances above current maximum contaminant levels (MCLs), and to

provide a tool to help guide future groundwater resource protection and development programs. The combined dataset contains water quality data from 1989 through January of 2015.

Table 6 below lists the respective MCLs for the constituents of concern found in City wells. Drinking water MCLs are classified as either primary (health-based) or secondary (may affect the taste, odor, or appearance of drinking water). Secondary standards often have a range of concentrations as guidelines.

Table 6
Primary and Secondary MCLs for Constituents of Concern Found in City Wells

Constituent	Units	Primary MCL	Secondary MCL		
			Recommended	Upper	Short Term
Arsenic	µg/L	10	-	-	-
Nitrate (as NO_3)	mg/L	45	-	-	-
Hexavalent Chromium (Cr-6)	µg/L	10	-	-	-
Total Dissolved Solids	mg/L	N/A	500	1,000	1,500
Carbon Tetrachloride (TCE)	µg/L	0.5	-	-	-
Tetrachloroethylene (PCE)	µg/L	5	-	-	-
Ethylene Dibromide (EDB)	µg/L	0.05	-	-	-

6.4 Current Water Quality

The City currently has 19 active groundwater wells which produce water that meets all DDW drinking water quality standards. Groundwater quality varies throughout the City, with both location and depth. To better understand the occurrence of and to identify probable aquifers with poor water quality, the water quality data were spatially plotted and analyzed to identify trends or areas within the City where elevated constituents occur. Select water quality data and well construction (screened intervals) were projected onto the geologic cross-section (Figure 3) to illustrate the aquifers penetrated and the respective water quality. A discussion of the occurrence of primary constituents of concern is provided below.

6.4.1 Arsenic

Arsenic is a naturally-occurring element found in rocks and minerals. Its presence in groundwater is a result of the dissolution of the naturally occurring element from sediments in the geologic formations, which is typical of Sierran-sourced sediments.

The spatial distribution of arsenic data indicates that wells constructed west of Geer Road and north of West Main Street have elevated concentrations of arsenic, as shown in **Figure 6**. Wells in this area have long screen intervals across multiple aquifers and clay layers, limiting the identification of a single aquifer which may be contributing to elevated arsenic concentrations that are near or exceed the current MCL of 10 micrograms per liter (µg/L). Wells with long screen intervals adjacent to both sand and clay layers may have higher concentrations of arsenic. Another

trend that was observed is that wells completed in Aquifer D (Figure 3) could have elevated arsenic. Monitoring wells with single-aquifer completions in the northwest portion of the City are recommended to help identify zone-specific concentrations of arsenic.

6.4.2 Nitrate (as NO_3)

Nitrate is an anthropogenic contaminant which normally does not occur in the subsurface. Elevated concentrations of nitrate are widespread in the San Joaquin Valley and are introduced into shallow aquifers through applied fertilizer, leaky sewer systems, septic systems, and animal impoundments. Historical nitrate data indicate increasing concentrations in some of the City's wells over the period of record. Water quality trends suggest that Aquifers A and B (Figure 3) likely have concentrations of nitrate over the MCL of 45 mg/L.

As shown in **Figure 7**, there is a random spatial distribution of elevated concentrations of nitrate. The water quality data indicate that nitrate concentrations can have temporary spikes as observed in Wells 14, 19, 20, suggesting that when a well is idle, water moves from shallow aquifers downward into deeper aquifers. Wells that connect multiple aquifers can become conduits that allow shallow groundwater with elevated nitrate to migrate into deeper aquifers. In addition, shallow groundwater with elevated nitrate can migrate into deeper aquifers due to downward groundwater gradients.

Wells completed above a depth of approximately 250 feet bgs within the City typically have nitrate concentrations that are elevated.

6.4.3 Hexavalent Chromium (Cr^{6+})

Hexavalent chromium is both naturally-occurring and introduced into the environment through industrial uses. Discharge of contaminated water to land surface (i.e. chrome plating, cooling system discharges) is often the anthropogenic cause of elevated concentrations when background levels are low. In July 2015, the DDW established a new MCL for Cr^{6+} at 10 µg/L. Before the establishment of the Cr^{6+} MCL, only Total Chromium (which assumed all chromium occurred in the form of Cr^{6+}) was regulated by the EPA and DDW with an MCL of 50 µg/L.

Concentrations of naturally-occurring Cr^{6+} above the MCL of 10 µg/L have been observed along the western side of the San Joaquin Valley, as experienced by the Cities of Newman and Patterson. The City's well field data suggest that Cr^{6+} background levels are below the MCL, with an average concentration of 5.6 µg/L. The maximum reported concentration of 8.4 µg/L was reported in Well 27, as shown in **Figure 8**.

6.4.4 Total Dissolved Solids

TDS is a direct measurement of the dissolved salts in water, which can be used to determine the relative salinity of groundwater. TDS is a regulated contaminant; however, the MCL is a secondary (aesthetic) standard to regulate taste. As noted above, TDS has a recommended MCL of 500 mg/L, an upper threshold of 1,000 mg/L and a short-term MCL of 1,500 mg/L. The average concentration of TDS across the City's well field is 282 mg/L, below the recommended MCL of 500 mg/L. Concentrations did exceed the Recommended Limit in one well (Well 32), which was reported at 510 mg/L, as shown in **Figure 9**. Wells with slightly elevated TDS (Wells 32 and 36) have boreholes or original pilot holes drilled to depths of 600 feet bgs and 585 feet bgs, respectively, which suggest that Aquifer F may have elevated TDS.

Historical groundwater quality data indicate that concentrations of TDS have increased over the period of record, but are still within the DDW recommended MCL. Wells with deep boreholes or improperly destroyed pilot holes likely allow deeper more saline water to up-well into the well structures.

6.5 Known Contamination Sites

Groundwater contamination can come from naturally occurring or anthropogenic sources. Anthropogenic contamination occurs as a result of overlying land uses where contaminants enter and migrate throughout the underlying hydrogeologic system.

Overlying land uses pose a threat to groundwater contamination through accidental releases of hydrocarbons, solvents, and other volatile or synthetic organic compounds. Typical sources include petroleum products, dry cleaner solvents, pesticides, herbicides, and other industrial processes.

The State Water Resources Control Board's (SWRCB) GeoTracker is a data management system that allows public access to identified activities that have or have the potential to impacted groundwater quality. The sites include active remediation, post-cleanup monitoring, or closed sites and include permitted underground storage tank (UST), leaking underground storage tanks (LUST), Department of Defense, and Site Cleanup Programs.

Using the current dataset from GeoTracker[1], 111 cases were identified within the City, including one US EPA Superfund Site. The sites include:

- 24 Open Sites (characterized as Inactive, Eligible for Closure, Remediation, Site Assessment, or Verification Monitoring)
- 88 Closed Sites
- Valley Wood Preserving Superfund site

Of these 24 open sites, one is characterized as a land disposal site, Valley Wood Preserving (VWP), 13 are considered open but are either inactive or eligible for closure, four are actively undergoing remediation, two are in the site assessment phase, and four are going through verification monitoring. The VWP site was designated an EPA Superfund cleanup site in 1989. Currently, residual contamination remains onsite and in-situ remediation is ongoing[2]. A land use covenant was finalized in 2007 which restricts future use of the property to industrial and commercial use only.

The most common groundwater contaminants within the City are fuels and associated volatile organic compounds (VOCs). Tetrachloroethylene (PCE), chromium, lead, and other heavy metals have been detected in the City's wells, as shown in **Figure 10**. Figure 10 depicts the City wells that have been destroyed due to contamination by anthropogenic sources.

6.6 Unregulated Contaminants and Future Regulations

The DDW is required to adopt the federal drinking water regulations as set forth by the EPA, and often adopts more stringent regulations. The Safe Drinking Water Act of 1996 requires that the

[1] http://geotracker.waterboards.ca.gov/data_download.asp, accessed on April 5, 2016

[2] https://yosemite.epa.gov/r9/sfund/r9sfdocw.nsf/vwsoalphabetic/Valley+Wood+Preserving,+Inc.?OpenDocument

EPA issue a list of no more than 30 unregulated contaminants once every five years, known as the Unregulated Contaminant Monitoring Rule (UCMR), which water systems are required to monitor for and report. The monitoring program under UCMR collects data to determine the occurrence of contaminants that may be present in tap water, but which currently do not have EPA drinking water standards. The program provides the basis for potential future regulatory actions and identifies contaminants which may affect public health.

On December 11, 2015, the EPA proposed the fourth UCMR (UCMR 4), which outlines monitoring for 30 chemical contaminants between 2018 and 2020[3]. Monitoring under UCMR 4 consists of ten cyanotoxins/groups; two metals; eight pesticides plus one pesticide manufacturing byproduct; three brominated haloacetic acid groups of disinfection byproducts; three alcohols; and three semivolatile organic chemicals.

Upcoming regulations from the SWRCB include for point-of-entry and point-of-use treatment, surface water augmentation using recycled water, and cross connection control. There are currently no additional constituents listed as being potentially regulated.

6.7 Contaminant Migration

Groundwater flows through porous sediments both laterally and vertically based on the physical properties of the formations (i.e. hydraulic conductivity) as well as hydraulic head (vertical groundwater gradient). Permeability and porosity of the geologic formations significantly affect the rate and direction of groundwater flow. Vertical groundwater movement is impeded by clay layers, whereas horizontal movement through sand and gravel layers will follow the groundwater gradient. Contaminants in groundwater can be transported based on aquifer properties and hydraulic gradients, or through well structures that are completed within multiple aquifers or have inadequate seals.

The underlying hydrogeologic system consists of two distinct aquifers, the unconfined and confined aquifers. The Corcoran Clay is a regional confining layer that separates the two aquifers. The unconfined aquifer system (Aquifer A) is mostly dewatered, likely isolated zones of shallow perched groundwater. Contaminants in Aquifer A can be mobilized and transported by surface water infiltrating and migrating downward into the subsurface. Aquifer A has been susceptible to point-source contamination from overlying land uses. Aquifers B through F occurs beneath the Corcoran Clay. Many of these aquifers are interconnected by City wells that provide conduits for direct downward migration of contamination.

The hydrogeologic system has a downward groundwater gradient, meaning groundwater has the natural tendency to flow downward into deeper aquifers with lower static water levels. The artificial lowering of groundwater levels by production wells can increase the propensity for the downward migration of contamination. Increasing concentrations of nitrate (as NO_3) over time have been documented in the City's well field, indicating nitrate is likely migrating downward from shallow aquifers into the deeper aquifers.

Poorer quality water can also be pulled upwards (up-coning) due to pumping wells where they intersect or are in proximity to aquifers with elevated contaminants. Improperly destroyed pilot holes or test holes can act as conduits allowing deeper, poor quality water to migrate vertically

[3] https://www.epa.gov/dwucmr/fourth-unregulated-contaminant-monitoring-rule

upwards. City wells where the pilot holes or boreholes extend into Aquifer F have relatively higher concentrations of TDS, indicating either up-coning of poor quality water or that the target aquifer contains poor quality water. Well 37 has a bentonite seal placed in the annular space below the well structure, which was likely designed to inhibit up-coning of poor quality water.

7 Well Field Interference Assessment

7.1 Well Field Interference

To evaluate potential pumping interference between existing and future City wells, Wood Rodgers designed a well testing program to define the aquifer characteristics and calculate potential interference within the City's well field. Radial impacts, or the formation of cones of depression, are related to the aquifer characteristics and can have consequences of artificially lowering the groundwater level in nearby wells.

7.2 Well Interference Testing Program

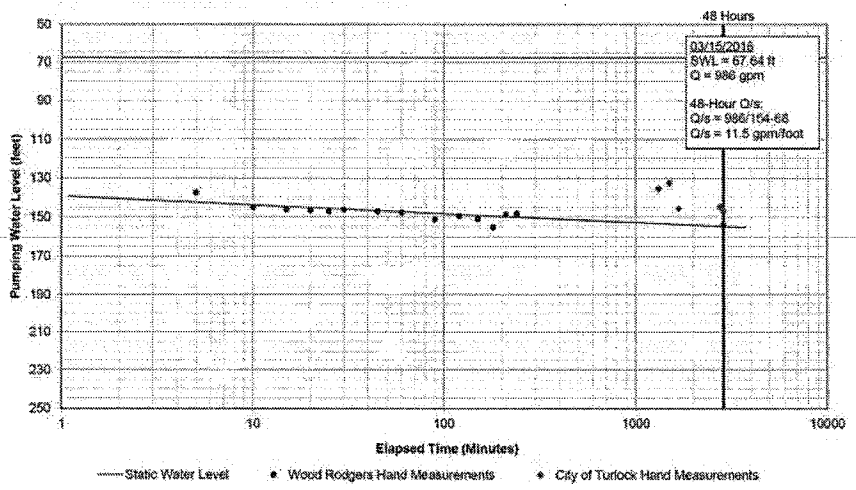
The well testing program utilized existing City wells located near the four actively monitored SCADA locations. Wells identified as candidates for testing and observation were evaluated regarding well construction (e.g. well depth and well screen intervals) and operational capacity.

Based upon available well construction information and input from City staff, Wood Rodgers identified Well 8 as most favorable to conduct well interference testing. Well 8 is located in the eastern portion of the City's well field and is approximately 2,400 feet from Well 24, which is monitored by SCADA. Well 8 and Well 24 have similar well construction; Well 8 has well screen between 350 and 420 feet (Aquifer D), and Well 24 has well screen from 140 to 250 feet (Aquifer B) and 290 to 400 feet (Aquifer D). Aquifer D exists throughout the northern portion of the City, and likely continues to the south. To record a response in the non-pumping well (Well 24), Wood Rodgers determined that the well test would need to be a minimum duration of 48 hours..

7.3 Well Testing

On March 15, 2016, Well 8 was turned on for a 48-hour period and pumped at an average flow rate of 986 gallons per minute (gpm). Before the test, the static water level was measured 68 feet below the top of the casing (TOC). After 48-hours of continuous pumping, the pumping water level was measured at 154 feet below TOC, with a total drawdown of 86 feet. The calculated 48-hour specific capacity (Q/s) was 11.5 gpm per foot (gpm/foot) of drawdown, as shown below in **Figure 11**. The maximum measured drawdown in Well 24 was 1.4 feet.

Figure 11
48-Hour Constant Rate Test Well 8

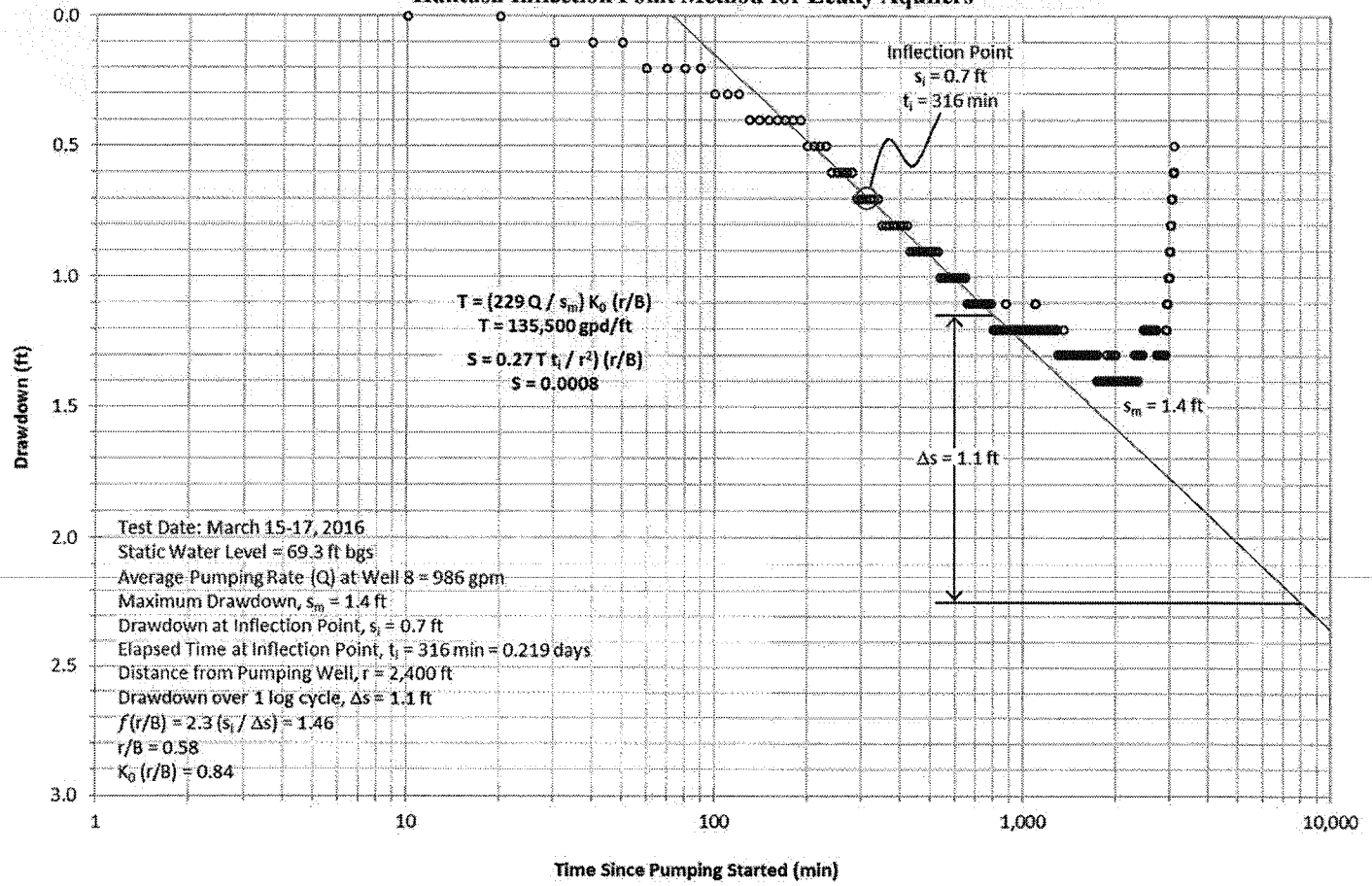


7.4 Test Analysis and Assumptions

Data obtained from the well testing were evaluated using the Hantush Inflection-Point (HIP) method, developed by Hantush (1956) to determine aquifer transmissivity (T) and Storativity (S), as shown below in **Figure 12**. The HIP solution approximates the aquifer as a "leaky confined two-aquifer system." Some of the assumptions for the HIP solution are listed below:

- The aquifer is leaky
- Aquifer has infinite areal extent
- Aquifer is homogeneous, isotropic and of uniform thickness over the area influenced by the pump test
- Prior to pumping, the piezometric surface and the water table are horizontal over the area that will be influenced by the test
- The aquifer is pumped at a constant discharge rate
- The well penetrates the entire thickness of the aquifer and thus receives water by horizontal flow
- The flow in the aquitard is vertical
- Diameter of the pumping well is very small so that storage in the well can be neglected
- The drawdown in the un-pumped aquifer (or in the aquitard if there is no un-pumped aquifer) is negligible

Figure 12
Hantush Inflection Point Method for Leaky Aquifers



From the data collected, the aquifer T and S were calculated. Transmissivity is defined as the rate of flow under a unit hydraulic gradient through a unit width of aquifer of given saturated thickness. Storativity is defined as the volume of water released from storage per unit surface area of a confined aquifer per unit decline in hydraulic head. It is also known as the coefficient of storage and storage coefficient and is a unit less number. The analysis estimated that Aquifer D has a T of approximately 135,500 gallons per day per foot (gpd/foot) of drawdown and an S of 0.0008.

The hydraulic conductivity can be calculated from the T and aquifer thickness (b) by:

$$T = Kb$$

Where:

T: *Transmissivity*
K: *Hydraulic Conductivity*
b: *Aquifer thickness*

Rearranging the equation and using the calculated T and an aquifer thickness of 90 feet, the hydraulic conductivity was calculated to be 1,505 gpd/ft^2, indicating a relatively coarse sand aquifer.

The geophysical logs suggest that both Aquifer B and Aquifer C have coarser-grained sediments than Aquifer D. Assigning the estimated aquifer characteristics to Aquifer B and Aquifer C would likely result in a more conservative estimation of T and S.

Table 7
Aquifer Characteristics of Aquifer D

Pumping Well	Observation Well Used in Solution	Distance from Pumping Well (feet)	Calculated Aquifer Transmissivity (gpd/ft of drawdown)	Storativity	Hydraulic Conductivity (gpd/ft^2)
Well 8	Well 24	2,400	135,500	0.0008	1,505

7.5 Estimated Pumping Interference

Using the estimated aquifer characteristics, pumping interference in nearby wells was projected using an analytical model. **Table 8** below illustrates calculated interference in wells at various distances from the pumping well. A pumping cycle of seven days was simulated at flow rates of 1,000 gpm and 2,000 gpm.

Table 8
Estimated Well Interference

Distance from Pumping Well (feet)	1,000 gpm Calculated Interference (feet)	2,000 gpm Calculated Interference (feet)
1,000	5.0	10.0
1,500	4.0	8.5
2,000	3.8	7.6
2,500	3.5	6.9

For planning purposes, new wells with a design capacity of 2,000 gpm will likely cause 10 feet of mutual pumping interference in wells constructed in the same aquifers located 1,000 feet apart.

8 Recommended Well Locations

Wood Rodgers divided the City into quadrants (shown in **Figure 13**) to assess each area's suitability for new well construction concerning water quality and production capability. The quadrants are divided by the north-south Geer/Lander Roads and the east-west Canal Road and include the City's Sphere of Influence. Each quadrant was assessed based on the ability to construct new wells concerning acceptable water quality and well yield. City-owned property, proximity to water distribution infrastructure and parcels with sufficient size for the construction of municipal groundwater wells were evaluated to identify suitable candidate locations. Several of the properties which are privately owned were strategically located to meet future growth, in addition to being able to accommodate potential water storage. Figure 13 illustrates the average well capacity (2014 data) for each of the City's active wells as well as potential candidate well sites.

Candidate well sites will require detailed analyses identifying site access, well construction equipment size requirements, proximity to known groundwater contamination sites (Figure 10) and poor quality water, and DDW regulatory setback requirements. For well sites meeting the above-ground requirements, a subsurface assessment should be implemented. The evaluation should include an exploratory drilling program to identify the aquifer depth(s), lithologic characteristics, and water quality.

8.1 Northwest City Quadrant

The City currently operates ten wells in the northwest area of the City. Based on Wood Rodgers' analysis of groundwater quality in this quadrant, five of the wells produce water with arsenic concentrations of 9 µg/L or above. The vertical distribution of elevated arsenic is currently not very well understood, as the existing wells screen multiple aquifer zones and clay layers. There are likely aquifer zones which have acceptable water quality regarding arsenic. To better understand the vertical distribution of arsenic, the City should assess new well sites with depth-specific monitoring wells. Existing City wells in this quadrant are equipped to produce between 840 gpm and 3,000 gpm, with an average of 1,720 gpm. Specific capacities range between 11 and 54 gpm/foot of drawdown.

New wells constructed in this area should be designed with sufficient annular seals below Aquifers A and B to a depth of approximately 250 feet to avoid potential nitrate contamination. New wells will need to be selectively screened to target aquifer intervals with the best water quality. As shown in **Figure 14**, Ferreira Ranch Park is a good candidate site due to its adequate access for test hole and production well drilling and its proximity to a 10-inch water distribution main.

8.2 Northeast City Quadrant

The City currently has six wells in the northeast area of the City. Nitrate concentrations have exceeded the MCL in several of the wells constructed in the shallow aquifers, which suggests Aquifers A and B may be interconnected, allowing the downward migration of poor quality groundwater. Arsenic concentrations are below the MCL. City wells in this quadrant produce between 540 gpm and 1,580 gpm, with an average of 1,100 gpm. Specific capacities range between 6 and 50 gpm/foot of drawdown.

New wells constructed in this area should be designed with sufficient annular seals below Aquifers A and B to avoid elevated nitrate concentrations. Potential well sites will require exploratory

drilling programs with depth-specific water quality assessments. New wells will need to be designed to screen the aquifer intervals selectively with the best water quality.

As shown in Figures 15 through 17, three candidate locations were identified for potential municipal well development. Two of the candidate sites referred to as the Eastern Storm Basin North and South Sites (**Figures 15 and 16**), are located along the eastern boundary of the City. The selected locations are on the high ground between the storm pond depressions. A 12-inch distribution main is located just west of the candidate locations underneath Country Walk Lane. The third candidate location is just east of the City limit on East Monte Vista Avenue. The candidate site is in the southeast portion of the Larsa Banquet Hall property as shown in **Figure 17**. This site has sufficient area to construct a municipal supply well (with approximately 100 feet by 150 feet of open space), appears to be unused, and is proximate to a 10-inch water distribution main.

8.3 Southeast City Quadrant

There are currently four City wells constructed in the southwest area of the City. Three of these wells have acceptable water quality. Well 10 has PCE above the MCL and has been moved to inactive status. Existing City wells in this quadrant are equipped to produce between 440 gpm and 2,305 gpm, with an average of approximately 1,500 gpm. Specific capacities range between 27 and over 50 gpm/foot of drawdown.

The southeast area is identified as a potential growth area, as indicated by the City's Sphere of Influence. Limited data exist for the freshwater aquifer system in this area. A site-specific exploratory drilling program should be implemented to collect depth-specific data to design a new municipal well in this area. Annular seals will need to be designed to terminate below the shallow/near-surface contamination.

Two candidate locations were selected based on open land and proximity to water distribution mains. As shown in **Figure 18**, an undeveloped parcel at the intersection of East Linwood Avenue and Golf Road was selected due to its size and proximity to a 12-inch water distribution main. This location is also strategically located to serve future development in the southeast area of the City. The property is currently privately owned. The second site, as shown in **Figure 19**, is located on East Glenwood Avenue near the intersection with Amberwood Lane. The candidate site is on private property; however, it is close to a 10-inch water distribution main and has sufficient open area for the construction of a new municipal well. The site can also likely accommodate a new storage reservoir.

8.4 Southwest City Quadrant

In the southwest area of the City, arsenic concentrations are acceptable and below the MCL. Nitrate concentrations have increased in this area but are still below the MCL. It appears that increasing nitrate concentrations have relatively stabilized in this area. Concentrations of TDS are also favorable within the freshwater aquifer system at this location.

Existing City wells in this quadrant are equipped to produce between 1,000 gpm and 1,200 gpm, with an average of 1,100 gpm. Specific capacities range between 9 and 26 gpm/foot of drawdown.

The southwest area is identified as a potential growth area, as indicated by the City's Sphere of Influence. Limited data exist for the freshwater aquifer system in this area. Candidate well site locations will require site- and depth-specific assessments before designing a new municipal well and should not be located near the abundant animal enclosures in that area.

9 Conclusions and Recommendations

9.1 Conclusions

- The City has adequate groundwater resources to supply current and future municipal water demands.
- Inter-aquifer mixing appears to be occurring in City wells which have well screen in both the shallow and deeper aquifers, where shallow groundwater flows downward into deeper aquifers when wells are idle, resulting in spikes in nitrate concentrations.
- Nitrate concentrations are elevated across the entire City and have been increasing in several wells constructed in the shallow aquifers, further indicating that contamination is likely migrating downward.
- Elevated arsenic concentrations are highest in the northwest sector of the City.
- City wells completed within Aquifer D and/or clay layers are likely contributing to elevated concentrations of arsenic.
- Wells constructed to a depth of 600 feet (Aquifer F) will likely have elevated TDS.
- Analysis of the well testing program suggests that at a pumping rate of approximately 1,000 gpm, mutual pumping interference of fewer than two feet can be expected in wells completed in the same aquifer(s) and located 2,500 feet from each other.
- At a pumping rate of approximately 2,000 gpm, wells constructed in Aquifers B and D and located 1,000 feet from each other will experience an estimated 10 feet of mutual pumping interference.
- Some of the newer low-yielding wells (Wells 34 and 39) have well screen and gravel envelope material that was improperly designed (i.e. small slot size openings and small gravel envelope gradation), resulting in a reduced specific capacity in the wells.

9.2 General Recommendations

- Test holes for site exploration should be drilled to depths of not more than 600 feet and be geophysically logged to identify the interface of fresh and brackish water. Test holes/pilot holes should be destroyed with an impermeable material to prevent upward migration of poorer quality water.
- All future well sites should be assessed with depth-specific water quality exploration to refine the understanding and occurrence of elevated arsenic concentrations and to help establish the vertical gradation between aquifers.
- New wells should be selectively screened within the freshwater aquifers identified (while avoiding clay layers) that will meet the City's water quality and capacity objectives.
- New wells should be designed to provide a long service life, allow for groundwater level monitoring, and provide acceptable sand control.

9.3 Well Design Recommendations

- Selectively screen aquifers with favorable water quality.
- Do not screen clay formations.
- Gravel envelope selection should not be over conservative, which is reducing well yields of some existing wells.
- Wells should be deigned to provide access for the measurement of water levels.
- Seal off aquifers of poor water quality with continuous annular seals.
- Do not screen aquifers of different hydraulic heads or water quality.

9.4 Well-Specific Recommendations

9.4.1 Well 10

Assess well to determine if it can be modified to improve water quality.

9.4.2 Wells 14 and 19

Both wells have shallow perforations which promote the downward migration of water from Aquifer B to deeper aquifers when they are idle. Long periods of down time for these wells should be avoided to help preserve the water quality of the deeper aquifers.

9.4.3 Well 20

The water quality data suggest that arsenic and nitrate concentrations exhibit an inverse relationship, meaning when concentrations of nitrate are lower, concentrations of arsenic are higher, and vice versa. This relationship suggests groundwater from the shallower aquifers is mixing with the deeper aquifers. Implementing a strategic pumping program may help improve water quality produced from Well 20.

9.4.4 Well 24

The well screen intervals in Well 24 start at 140 feet bgs within the upper portion of Aquifer B, which is known to contain high concentrations of nitrate within the northeast sector of the City. The well structure is currently acting as a conduit, moving water from Aquifer B to Aquifers C and D. Well 24 should either be modified in an attempt to improve water quality or destroyed to stop the downward migration of contamination.

9.4.5 Well 31

Well 31 could be used to test if Aquifer D is a major source of high arsenic concentrations for wells in the Northeast quadrant. It is recommended that the bottom of this well be sealed off to a depth of 340 feet bgs and re-tested to determine if water quality improves.

9.4.6 Well 32

Wood Rodgers prepared a plan to repair Well 32 that includes sealing off the lower portion of Aquifer D to help improve water quality. Execution of this plan is recommended.

9.4.7 Well 38

Well 38 has a single well screen interval from 285 to 595 feet bgs. Because of the long well screen interval and the high concentration of arsenic, Well 38 should be profiled to determine depth-

specific water quality. If an aquifer with a high concentration of arsenic is identified, this information could be used to design and implement a well modification program. In addition, this information could possibly be used to help design new wells and to modify nearby wells.

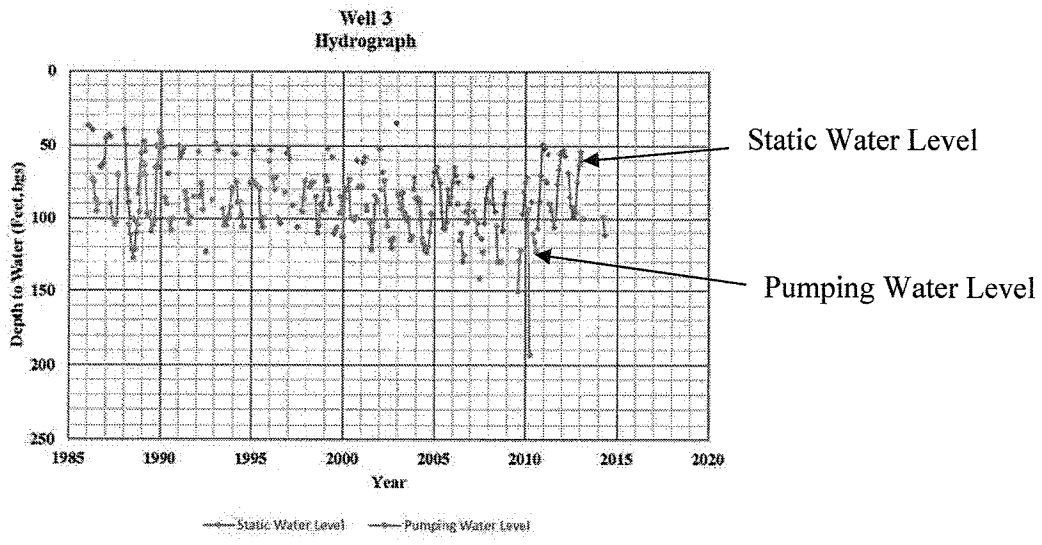
9.4.8 Well 39

Because of the low specific capacity of this well (6 gpm/foot of drawdown), this well has significant drawdown for the current capacity. A well re-development program may be warranted to improve the well yield. This well has a very conservative design with small well screen slot size and small gravel envelope material, which are likely two reasons for the low specific capacity for this well.

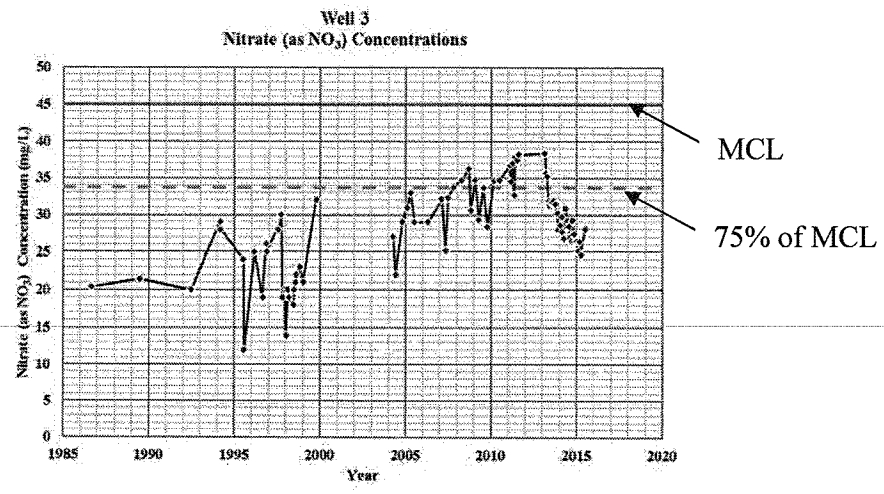
10 Detailed Well Site Narratives

In the following section, groundwater and water quality trends are discussed in more detail for each of the City's wells. Detailed groundwater level hydrographs and water quality graphs are included in the Appendix of this report.

Groundwater data were plotted on hydrographs and depicts depth to static and pumping groundwater levels (as feet, bgs) over time, as shown in the example below.



Historic water quality data were plotted for arsenic, nitrate (as NO_3), Cr^{6+} and TDS. The red line illustrated on the water quality graphs represent the constituent's respective MCLs, and the dashed orange lines depict the 75 percent value of the respective MCLs, as shown below.



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10.1 Well 3 (Active)

Well Construction

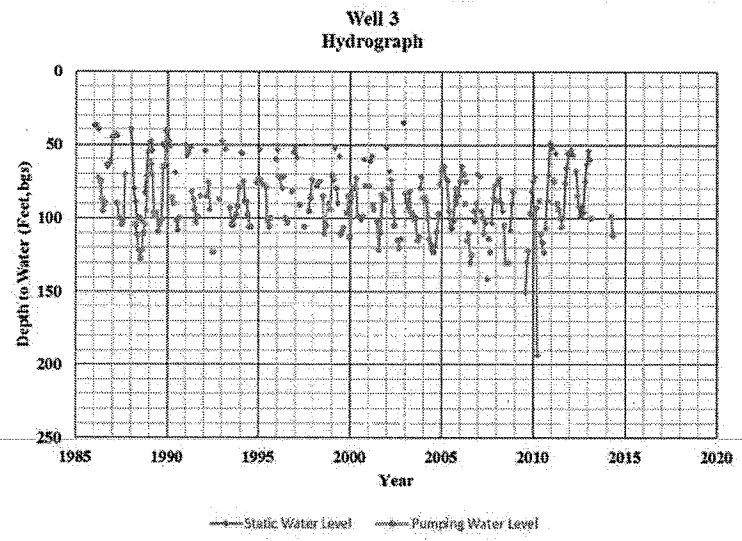
Well 3 is located at 2801 Greer Road, as shown in Figure 1. Well 3 was constructed by the cable tool drilling method in November of 1972, presently making this well 43 years old. The well was drilled to a depth of 365 feet. A 20-inch conductor casing and a sanitary seal are set to a depth of 84 feet. The upper portion of the well consists of a 16-inch diameter steel casing extending from the ground surface to a depth of 184 feet. Within the 16-inch diameter casing is a 14-inch diameter steel casing that extends from 156 to 256 feet. A 12-inch diameter steel casing extends from 252 to 352 feet, with pre-cut vertical slots from 156 to 352 feet. The remaining 13 feet of the well is uncased and open borehole.

Well Equipment and Production

Well 3 is equipped with a 100 horsepower electric motor and a Byron Jackson vertical turbine pump set to a depth of 180 feet. In 2014, the well was reported to produce 635,339,000 gallons of groundwater to the system (approximately 10% of the total well field production) at an average rate of 1,218 gpm and a specific capacity of approximately 24 gpm/foot of drawdown. Well 3 is equipped with a sand separator, indicating current or historic sand production, which is typical of a cable tool well.

Groundwater Levels

Groundwater levels have been measured in Well 3 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 60 feet bgs (February 2013). Groundwater level declines were observed from 1986 to 2005, with steeper declines from 2005 through 2010 where water levels declined to a depth of 70 feet. In 2011, water levels recovered to a depth of 50 feet. Spring static water levels have declined by 23 feet from February 1986 to February 2013 at a rate of approximately 1 foot per year.

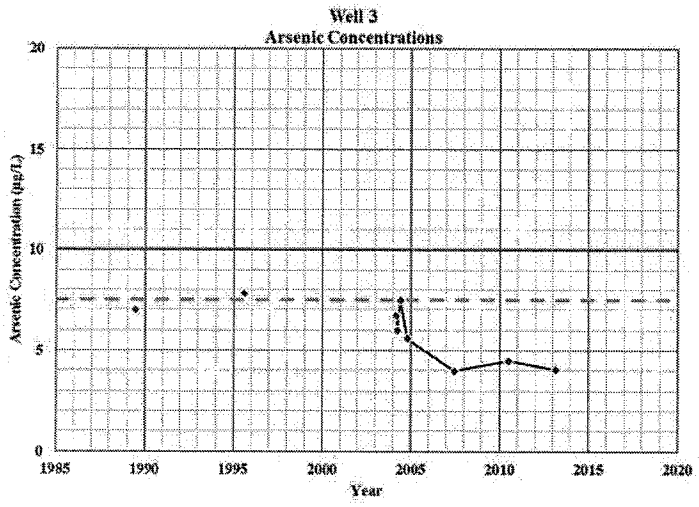


Water Quality

Water quality records indicate that the water produced from Well 3 currently meets all DDW primary and secondary drinking water requirements. Well 3 is currently active and provides untreated water to the system.

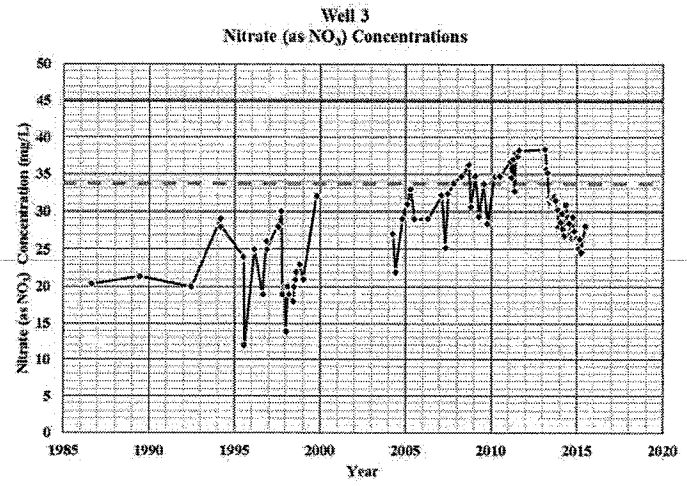
Arsenic

Well 3 produces water with arsenic concentrations below the MCL of 10 µg/L. Over the period of record, arsenic concentrations exhibit an overall decreasing trend. Prior to 2004, concentrations were relatively stable between 6 µg/L and 7.8 µg/L. Subsequently, concentrations reduced below 5 µg/L and appear to have stabilized near 4 µg/L. The most recent concentration of 4 µg/L was reported in 2013.



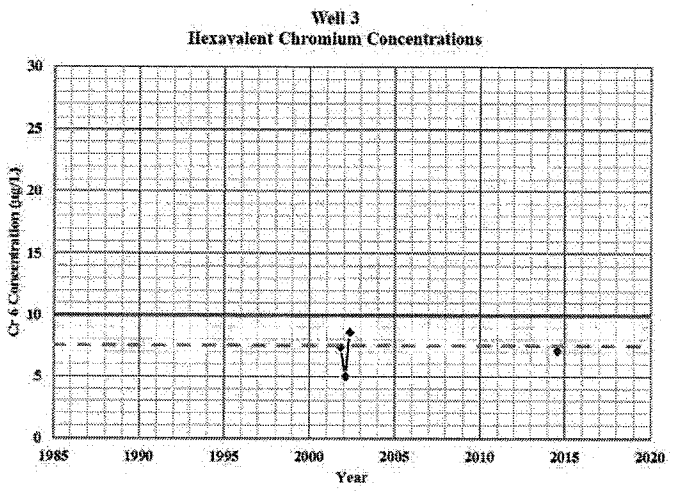
Nitrate (as NO_3)

Well 3 produces water with concentrations of nitrate below the MCL of 45 mg/L. Over the period of record, nitrate concentrations steadily increased to a high of 38.4 mg/L. In 2013 the trend reversed and concentrations decreased. The most recent concentration reported was 28 mg/L in 2015.



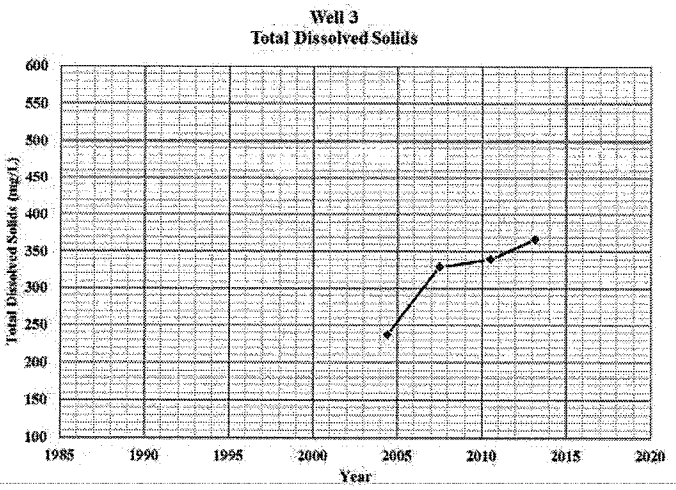
Hexavalent Chromium

Cr^{6+} concentrations are below the MCL of 10 µg/L, with the most recent concentration recorded at 7.1 µg/L in 2014. Data from 2001 and 2002 indicate varying concentrations; however, this is likely due to laboratory methods at the time.



Total Dissolved Solids

Since 2004, concentrations of TDS have increased at a rate of 14 mg/L per year. The most recent reported concentration in 2013 was 370 mg/L. The water produced from Well 3 is currently below the Recommended Limit of 500 mg/L for TDS. However, if the concentration continues to increase, Well 3 could produce water which exceeds the Recommended Limit in just over 10 years.



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10.2 Well 4 (Active)

Well Construction

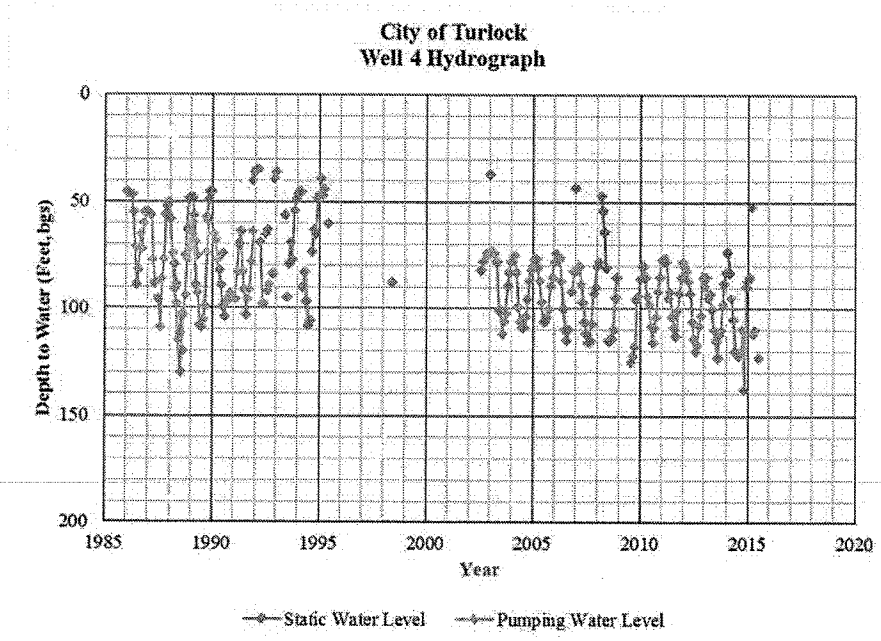
Well 4 is located at 1402 N. Tully Road, as shown in Figure 1. Well 4 was constructed by the cable tool drilling method in March 1976, presently making this well 40 years old. The well was drilled to a depth of 352 feet. A 20-inch conductor casing and a sanitary seal are set to a depth of 53 feet. The upper portion of the well consists of a 16-inch diameter steel casing extending from the ground surface to a depth of 176 feet. Within the 16-inch diameter casing is a 14-inch diameter steel casing that extends from 154 to 254 feet. A 12-inch diameter steel casing extends from 244 to 344 feet, with pre-cut vertical slots from 158 to 340 feet. The remaining 8 feet of the well is uncased and open borehole.

Well Equipment and Production

Well 4 is equipped with a 100 horsepower electric motor and a Peerless vertical turbine oil-lubricated pump set to a depth of 210 feet. The well is reported to produce an average of 1,038 gpm to the system with a specific capacity of approximately 15 gpm/foot of drawdown. In 2014, Well 4 produced 475,192,000 gallons of groundwater, approximately 7% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 4 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 52 feet (March 1, 2015). Spring static water levels have declined by 17 feet from March 1992 to March 2015 at a rate of approximately 0.7 feet per year. Seasonal fluctuations of up to 40 feet have been documented in the pumping water level measurements.

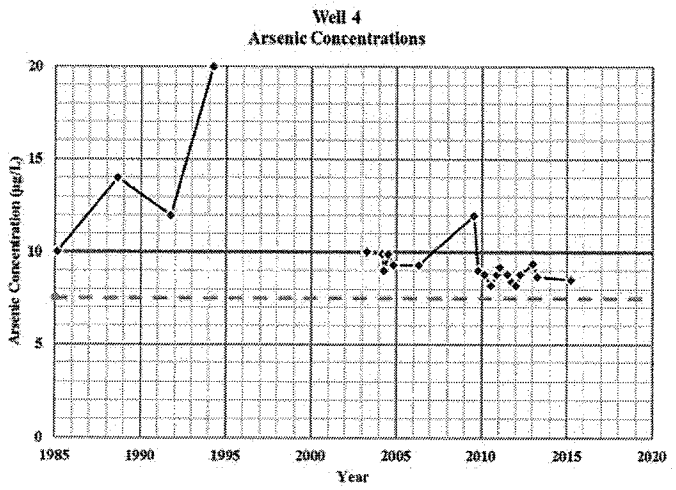


Water Quality

Water quality records indicate that the water produced from Well 4 currently meets all DDW primary and secondary drinking water requirements. Well 4 is currently active and provides untreated water to the system.

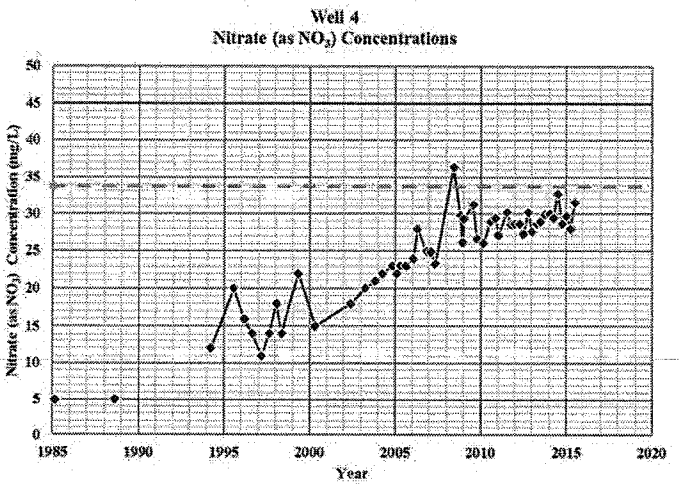
Arsenic

Concentrations of arsenic have historically exceeded the current MCL. Since 2003, concentrations have been decreasing and are currently below the MCL. In 2009, there was one anomalous high result of 12 µg/L, but concentrations have continued to range between 8 µg/L and 9.5 µg/L. The most recent concentration was reported at 8.5 µg/L in 2015.



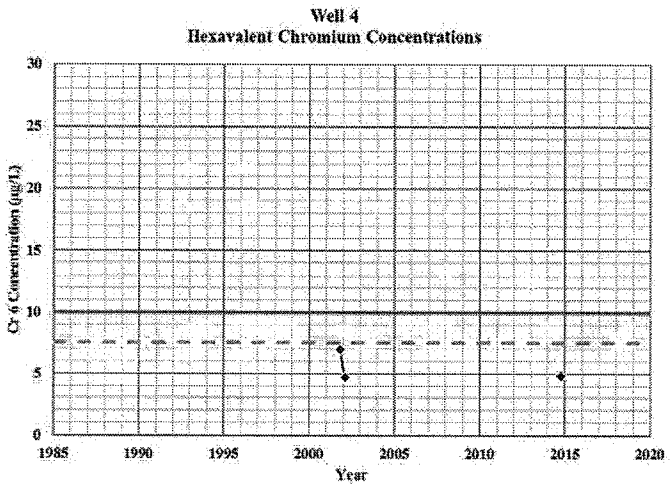
Nitrate (as NO_3)

Concentrations of nitrate (as NO_3) increased steadily from 1985 to 2009 at a rate of approximately one mg/L per year, from 5 mg/L to 32.1 mg/L. In 2009, the trend began to stabilize with apparent seasonal fluctuations. Since 2009, concentrations have ranged between 26 and 33 mg/L. The most recent concentration of 31.5 mg/L was reported in 2015.



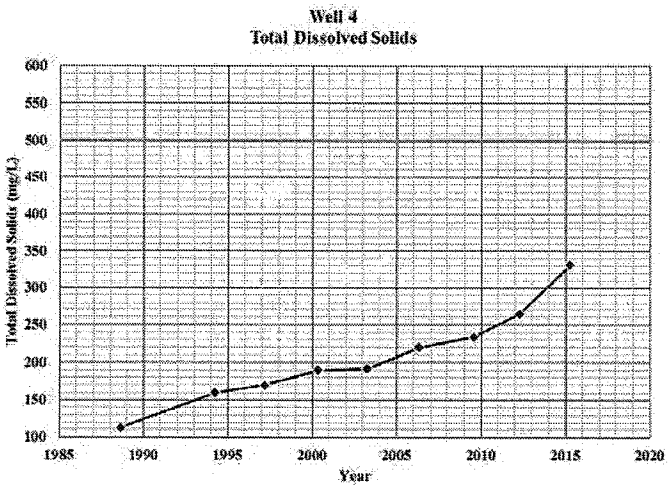
Hexavalent Chromium

Concentrations of Cr^{6+} from 2002 and 2014 indicate the water produced is below the MCL. The most recent concentration of 4.8 µg/L was reported in 2014.



Total Dissolved Solids

TDS concentrations have increased at a rate of approximately 8 mg/L per year over the period of record, from 113 mg/L in 1988 to 331 mg/L in 2015. The water produced is below the Recommended Limit of 500 mg/L for TDS. The City should continue to track concentrations of TDS in the produced water.



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10.3 Well 8 (Active)

Well Construction

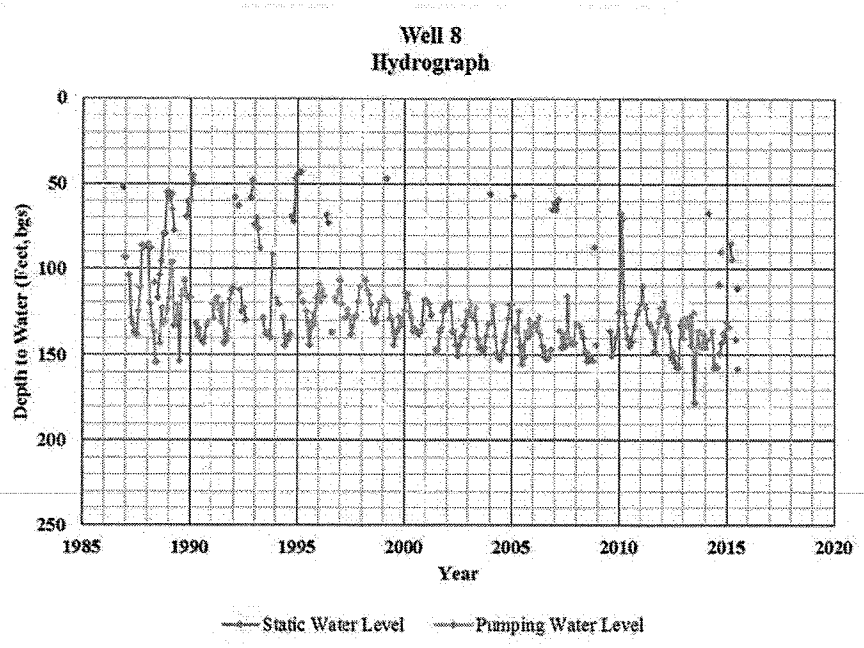
Well 8 is located at 1690 Palmer Drive, as shown in Figure 1. Well 8 was constructed by the reverse rotary drilling method in 1978, presently making this well 38 years old. A test hole was drilled to a depth of 600 feet, with a final borehole depth of 450 feet and the well casing set at a depth of 430 feet. The test hole was sealed or filled with an unknown material. A 20-inch conductor casing and sanitary seal are set to a depth of 60 feet. The well consists of a 14-inch diameter steel casing extending from the ground surface to a depth of 430 feet with Johnson well screen extending from 350 to 420 feet.

Well Equipment and Production

Well 8 is equipped with a U.S. Motor 125 horsepower electric motor and an oil-lubricated vertical turbine pump set to a depth of 210 feet. In 2014, the well was reported to produce an average of 780 gpm to the system with a specific capacity of approximately 30 gpm/foot of drawdown. Well 8 produced 407,684,400 gallons of groundwater, approximately 6% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 8 since 1986 and include both static and pumping water level measurements, with the majority of measurements obtained while the pump was operating. Static groundwater level trends are difficult to ascertain with limited measurements. The most recent spring high static groundwater level measurement was 85 feet (March 2015). This measurement may have been influenced by recent pumping. Spring static water levels have declined by 42 feet from March 1995 to March 2015 at a rate of approximately two feet per year.

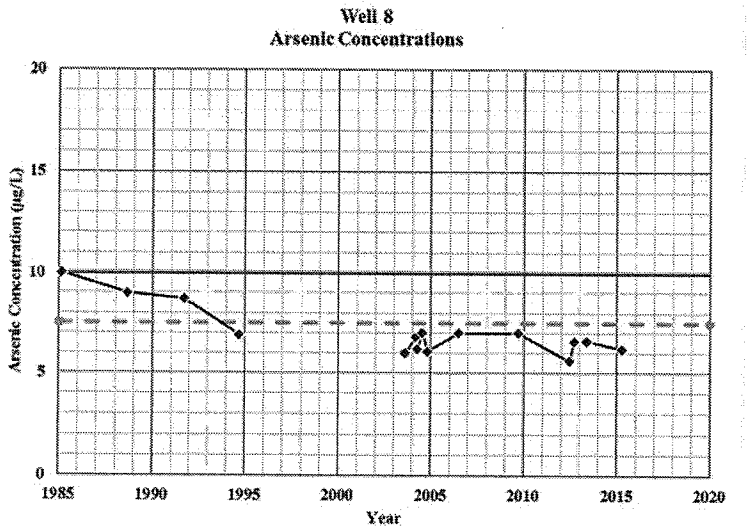


Water Quality

Water quality records indicate that the water produced from Well 8 currently meets all DDW primary and secondary drinking water requirements. Well 8 is currently active and provides untreated water to the system.

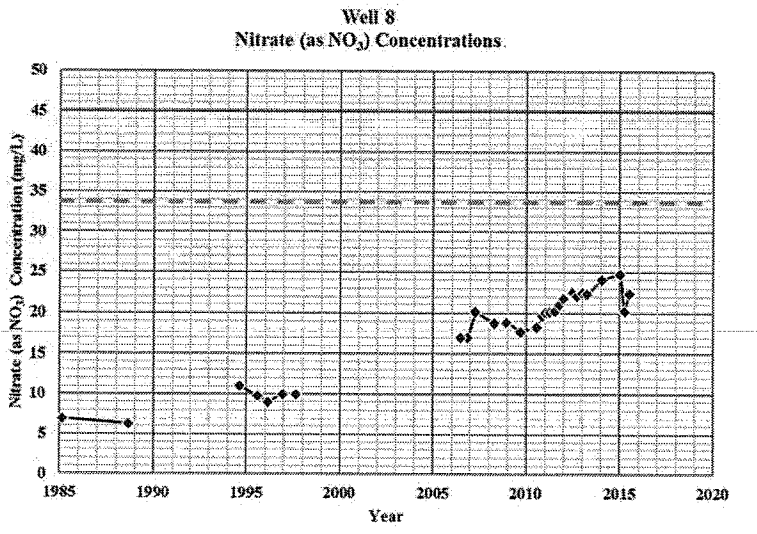
Arsenic

Prior to 1995, concentrations of arsenic were decreasing, which is likely related to laboratory methods improving and the lowering of the minimum detection level. Since 1994, concentrations of arsenic have remained stable, ranging between 5 and 7 µg/L. The most recent concentration of 6.1 µg/L was recorded in 2015.



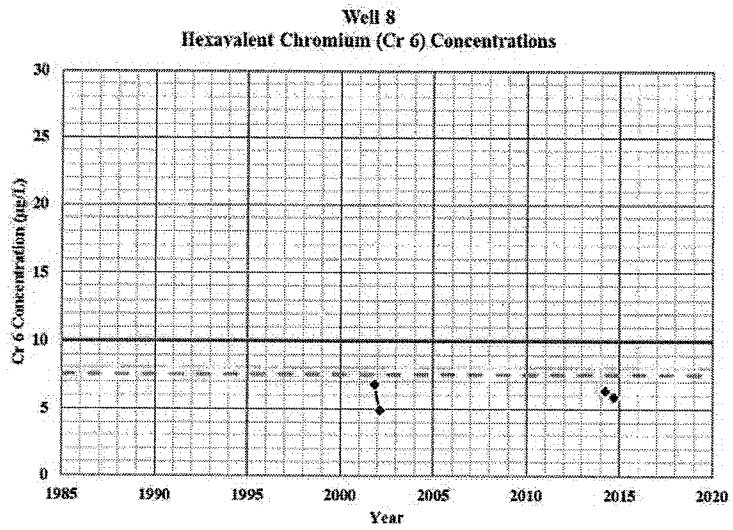
Nitrate (as NO_3)

Historic nitrate (as NO_3) data indicate an increasing trend from 7 mg/L in 1985 to 25 mg/L in 2015; however, in 2015, concentrations appeared to decrease. The most recent reported concentration was 22.3 mg/L in 2015.



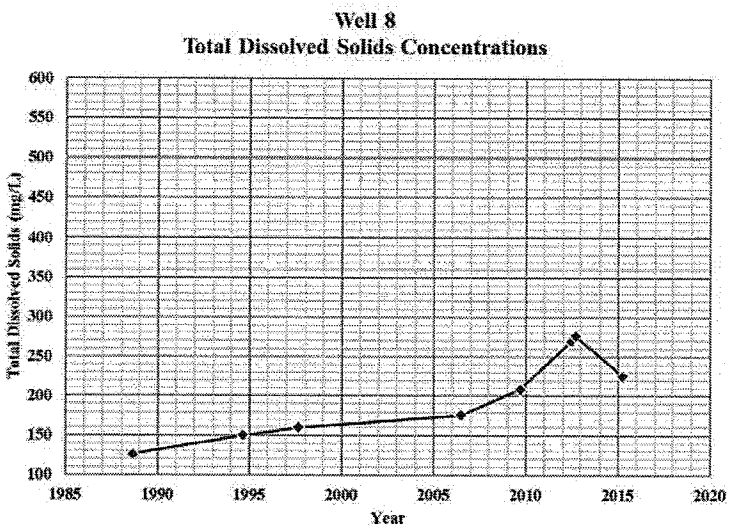
Hexavalent Chromium

Concentrations of Cr^{6+} in 2002 and 2014 are below the MCL of 10 µg/L, with the most recent concentration of 5.9 µg/L recorded in 2014.



Total Dissolved Solids

TDS concentrations have increased over the period of record at a rate of approximately 4 mg/L per year, from 126 mg/L in 1988 to 225 mg/L in 2015.



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10.4 Well 10 (Inactive)

Well Location and Construction

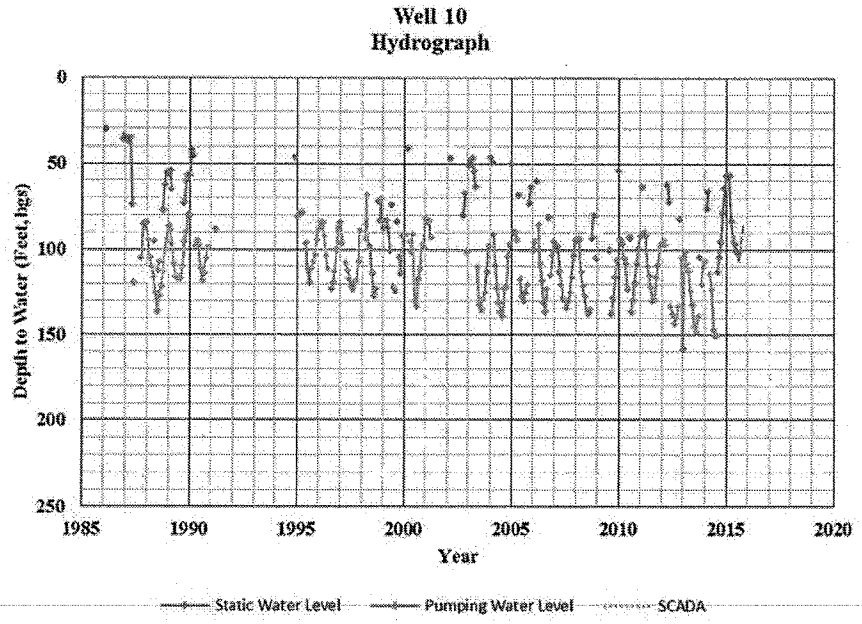
Well 10 is located at 1435 Merritt Street, as shown in Figure 1. Well 10 was constructed by the cable tool drilling method in 1947, presently making this well 69 years old. The well was drilled to a depth of 302 feet. The upper portion of the well consists of a 22-inch diameter steel casing extending from the ground surface to 45 feet. A 16-inch diameter steel casing extends from 45 to 287 feet. Perforated intervals are unknown for this well. The remaining 15 feet of the well is uncased and open borehole.

Well Equipment and Production

The well is equipped with a 60 horsepower motor and a Peerless vertical turbine water-lubricated pump set to a depth of 210 feet. The well is reported to produce an average of 440 gpm to the system with a specific capacity of approximately 30 gpm/foot of drawdown. In 2014, Well 10 produced 129,900,000 gallons of groundwater, approximately 2% of the total well field production, before the well was taken offline in September of 2014 due to PCE contamination.

Groundwater Levels

Groundwater levels have been measured in Well 10 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 57 feet (March 2015). Spring static water levels have declined by 27 feet from February 1986 to February 2015 at a rate of approximately one foot per year.

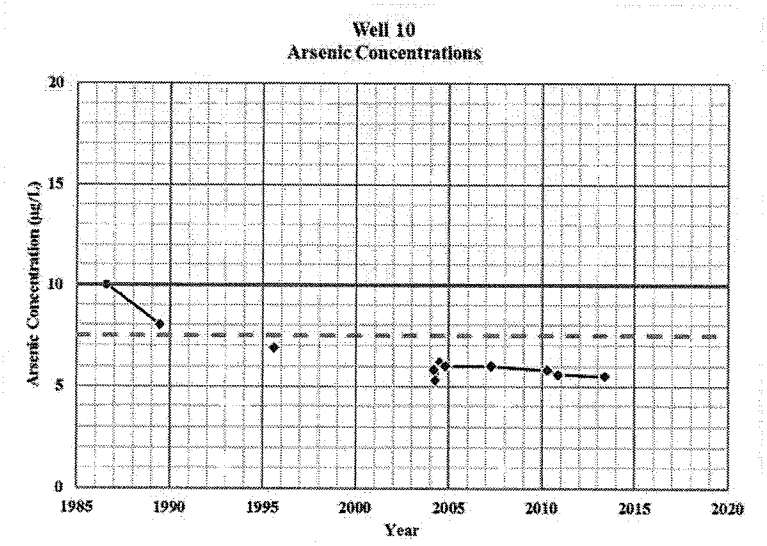


Water Quality

Water quality records indicate that the water produced from Well 10 has met all DDW primary and secondary drinking water requirements with the exception of PCE. Well 10 is currently inactive and does not provide water to the system.

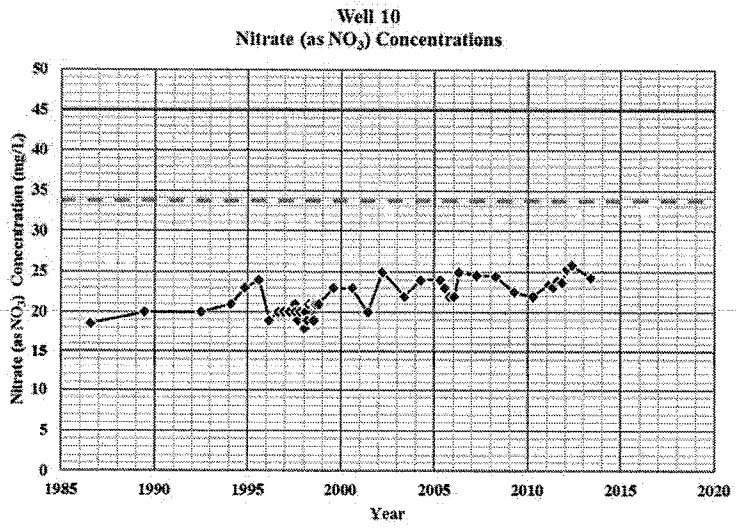
Arsenic

Since 1995, concentrations of arsenic have remained stable with a slight decreasing trend. Concentrations ranged between 5 and 7 µg/L from 1995 through 2013. The most recent concentration of arsenic was reported at 5.5 µg/L in 2013.



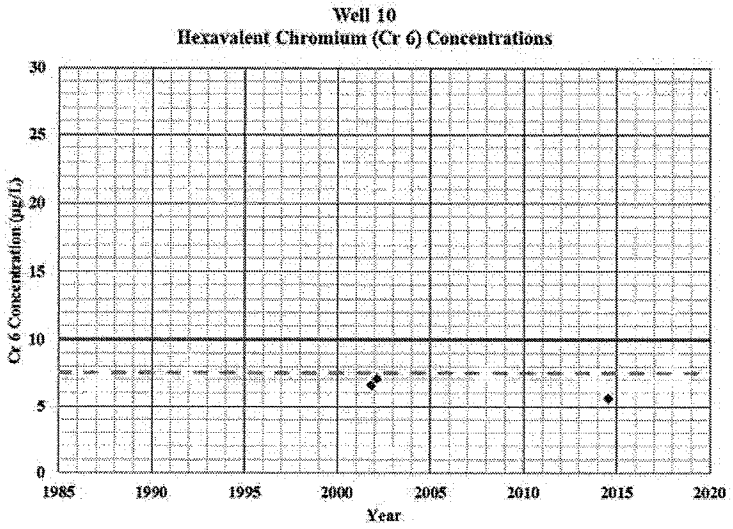
Nitrate (as NO_3)

Concentrations have slightly increased over the period of record, with values ranging between 18 mg/L to 26 mg/L. The most recent nitrate concentration was 24.3 mg/L in 2013.



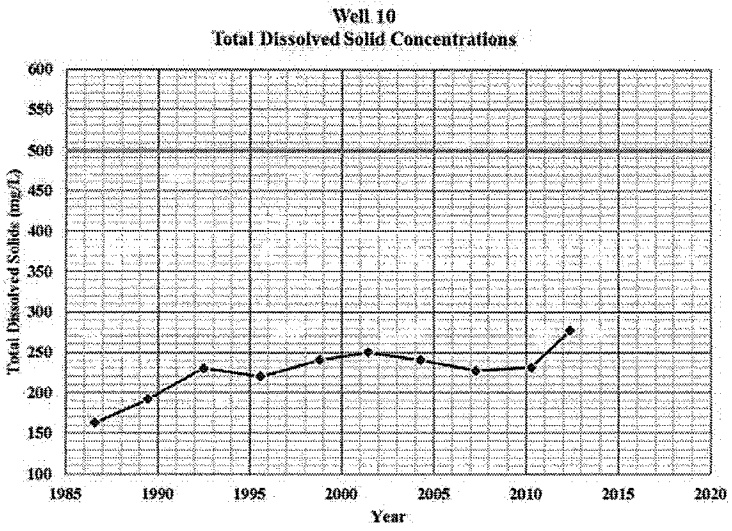
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL with the most recent concentration at 5.6 µg/L recorded in 2014.



Total Dissolved Solids

TDS concentrations have increased over the period of record at a rate of 4 mg/L per year, from 163 mg/L in 1986 to 277 mg/L in 2012.



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10.5 Well 13 (Active)

Well Location and Construction

Well 13 is located on the eastside of the intersection of East Main and Canal Drive, as shown in Figure 1. Well 13 was constructed by the reverse rotary drilling method in 1950, presently making the well 66 years old. The well was drilled to a depth of 430 feet.

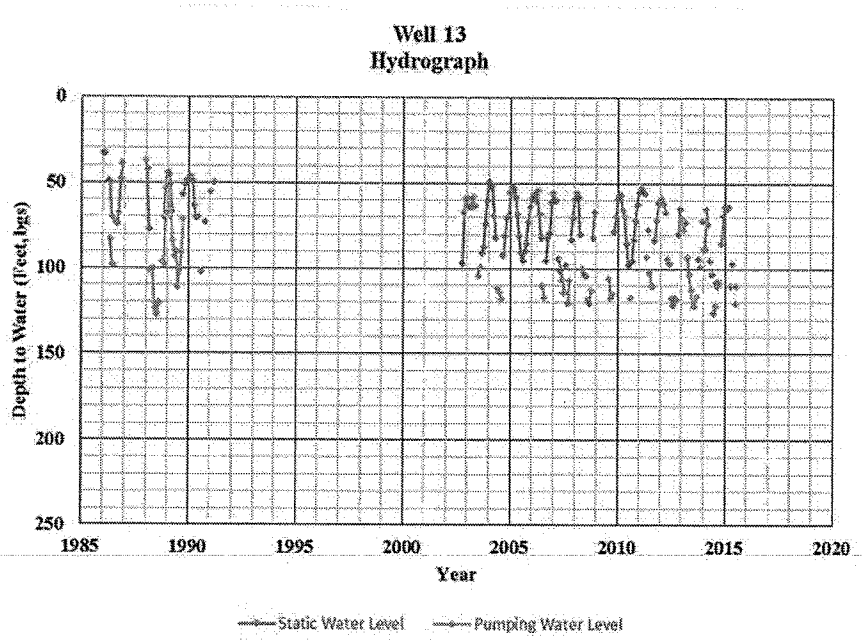
A 32-inch diameter conductor casing and sanitary seal extend from the ground surface to 80 feet. A 16-inch diameter steel well casing extends from ground surface to a depth of 150 feet with perforations starting at 132 feet to an unknown depth. A 16-inch diameter steel casing that extends from a depth of 150 feet to 432 feet.

Well Equipment and Production

Well 13 is equipped with a 100 horsepower motor and a Bryon Jackson vertical turbine oil-lubricated pump set to a depth of 180 feet. The well is reported to be producing an average of 908 gpm to the system with a specific capacity of approximately 40 gpm/foot of drawdown. In 2014, Well 13 produced 250,766,000 gallons of groundwater, approximately 4% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 13 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 63 feet (January 2015). Spring static water levels have declined by 30 feet from January 1986 to January 2015 at a rate of approximately one foot per year.

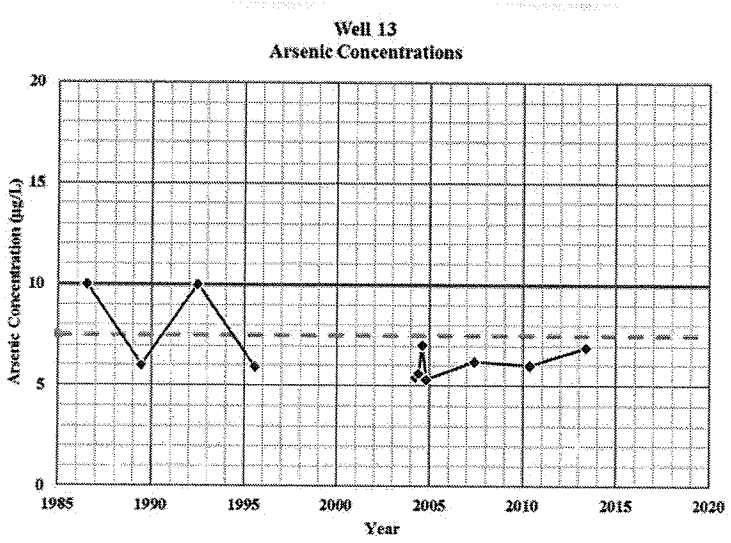


Water Quality

Water quality records indicate that the water produced from Well 13 currently meets all DDW primary and secondary drinking water requirements. Well 13 is currently active and provides untreated water to the system.

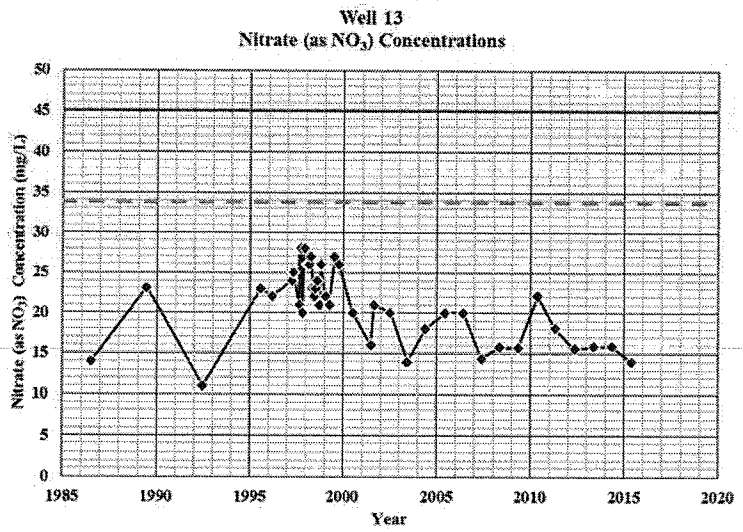
Arsenic

Historic arsenic data indicate stable concentrations between 5 and 7 µg/L. The most recent concentration was reported at 6.9 µg/L in 2013.



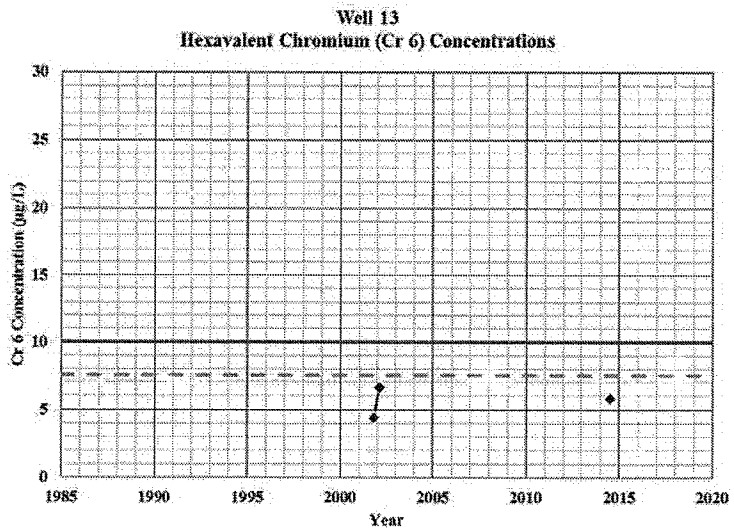
Nitrate (as NO_3)

Concentrations have ranged between 11 and 28 mg/L. The most recent concentration was reported at 14 mg/L in 2015.



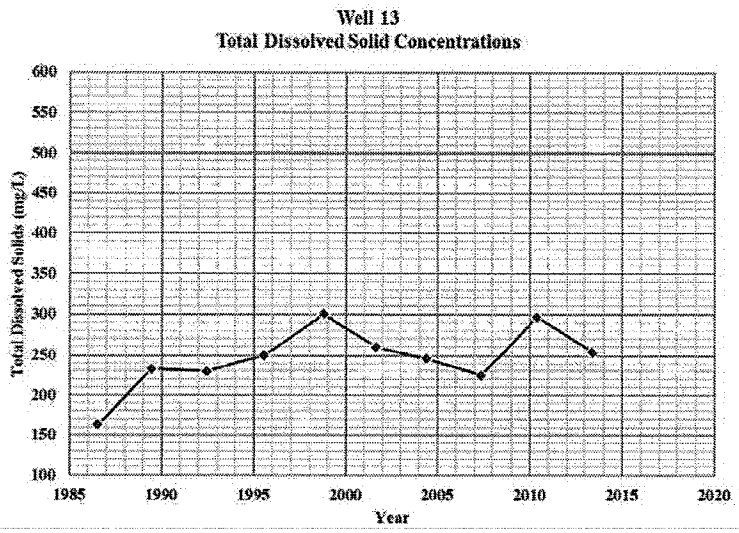
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL with the most recent concentration of 5.8 µg/L recorded in 2014.



Total Dissolved Solids

TDS concentrations have increased over the period of record at a rate of approximately 3 mg/L per year from 163 mg/L in 1986 to 254 mg/L in 2013.



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10.6 Well 14 (Active)

Well Location and Construction

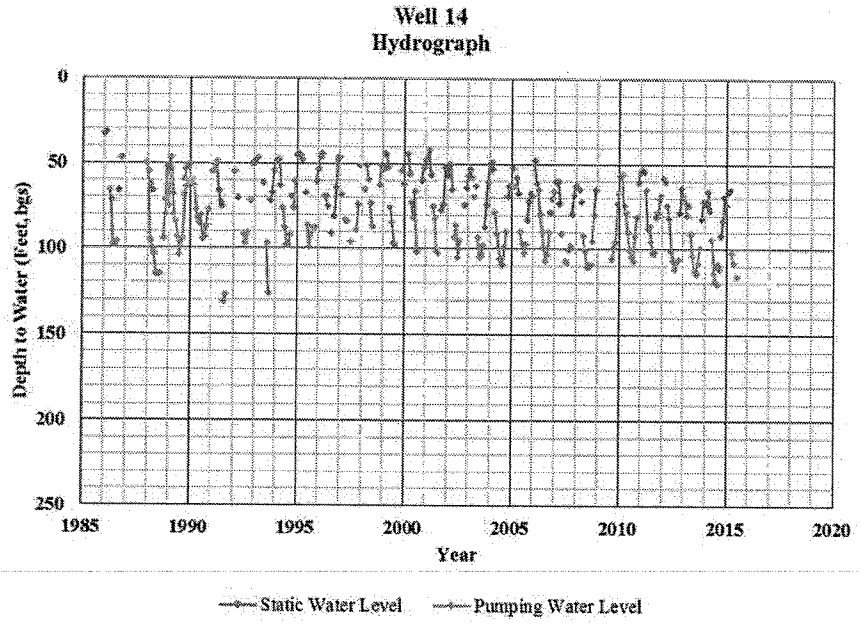
Well 14 is located at 2015 E. Canal Drive, as shown in Figure 1. Well 14 was constructed by the cable tool drilling method in 1955, presently making this well 61 years old. The well was drilled to a depth of 265 feet. A cement grout sanitary seal was placed from the ground surface to a depth of 145 feet. The well structure consists of an 18-inch diameter casing from the ground surface to a depth of 92 feet, a 12-inch diameter casing with machine cut perforations from 140 to 240 feet, and a 10-inch diameter casing with machine cut perforations from 160 to 260 feet. The remaining five feet of the well is uncased and open borehole.

Well Equipment and Production

Well 14 is equipped with a 50 horsepower motor and a vertical turbine oil-lubricated pump set to a depth of 180 feet. The well is reported to produce an average of 539 gpm to the system with a specific capacity of approximately 13 gpm/foot of drawdown. In 2014, Well 14 produced approximately 145,585,000 gallons of groundwater, approximately 2% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 14 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 65 feet (March 2015). Spring static water levels have declined by 33 feet from February 1986 to March 2015 at a rate of approximately one foot per year.

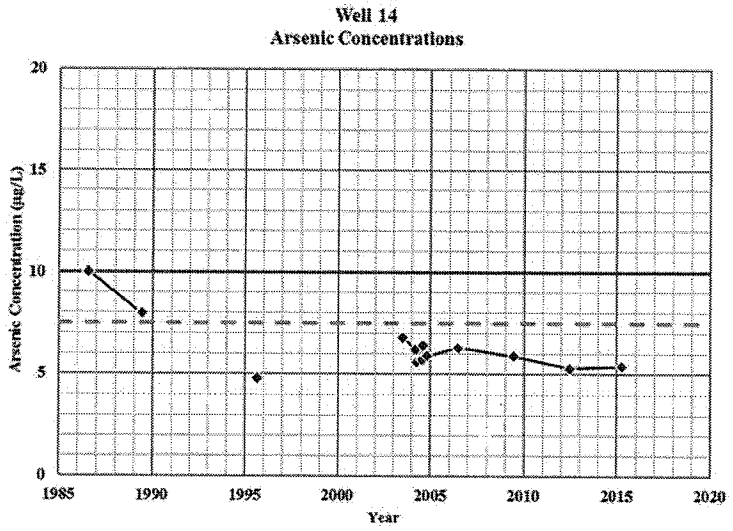


Water Quality

Water quality records indicate that the water produced from Well 14 currently meets all DDW primary and secondary drinking water requirements. Well 14 is currently active and provides untreated water to the system.

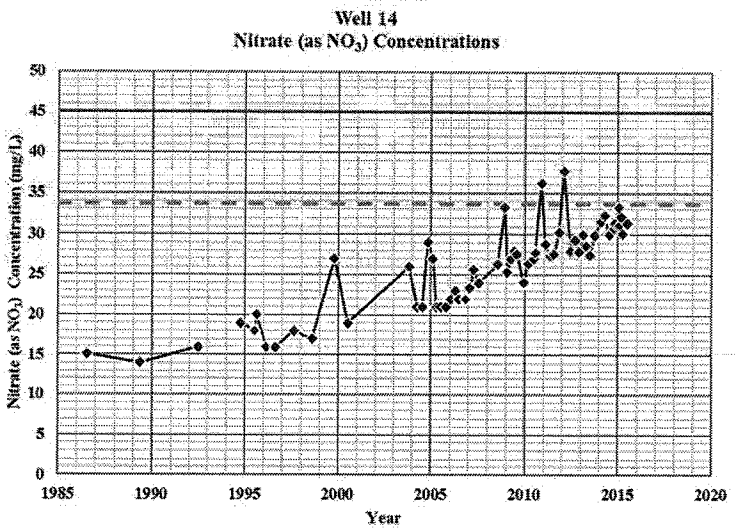
Arsenic

Historic data indicate stable concentrations of arsenic, with concentrations between 4.8 and 6.8 µg/L since 1995. The most recent concentration was reported at 5.4 µg/L in 2015.



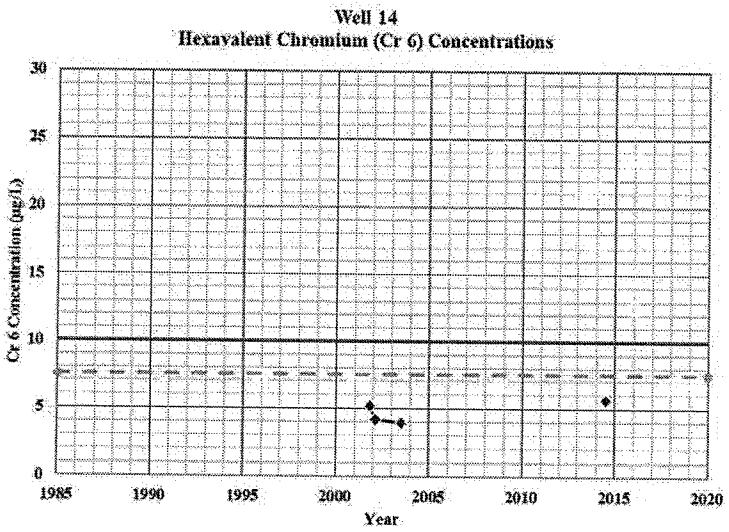
Nitrate (as NO_3)

Concentrations have increased over the period of record from 14 mg/L in 1986 to 33 mg/L in early 2015. The most recent nitrate concentration was reported in 2015 to be 31.3 mg/L. Temporary spikes in nitrate concentrations are indicative of water moving from the shallow aquifers down into deeper aquifers when this well is idle.



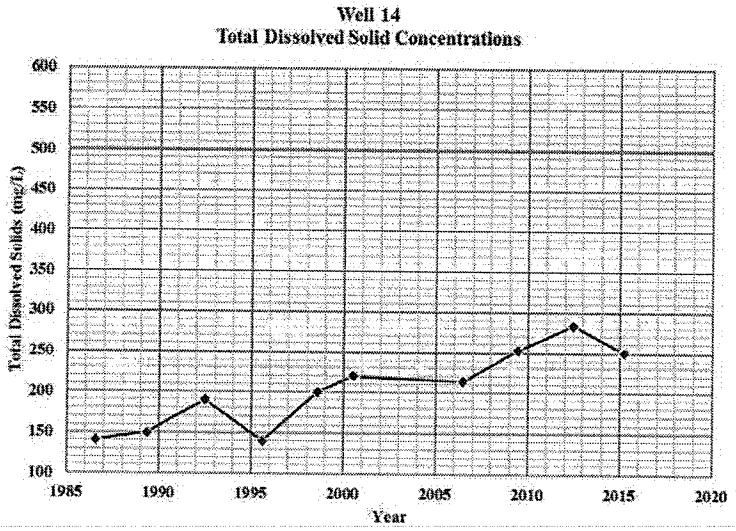
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL with the most recent concentration of 5.6 µg/L recorded in 2014.



Total Dissolved Solids

TDS concentrations have increased over the period of record at a rate of approximately 4 mg/L per year, from 141 mg/L in 1986 to 250 mg/L in 2015.



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10.7 Well 15 (Active)

Well Location and Construction

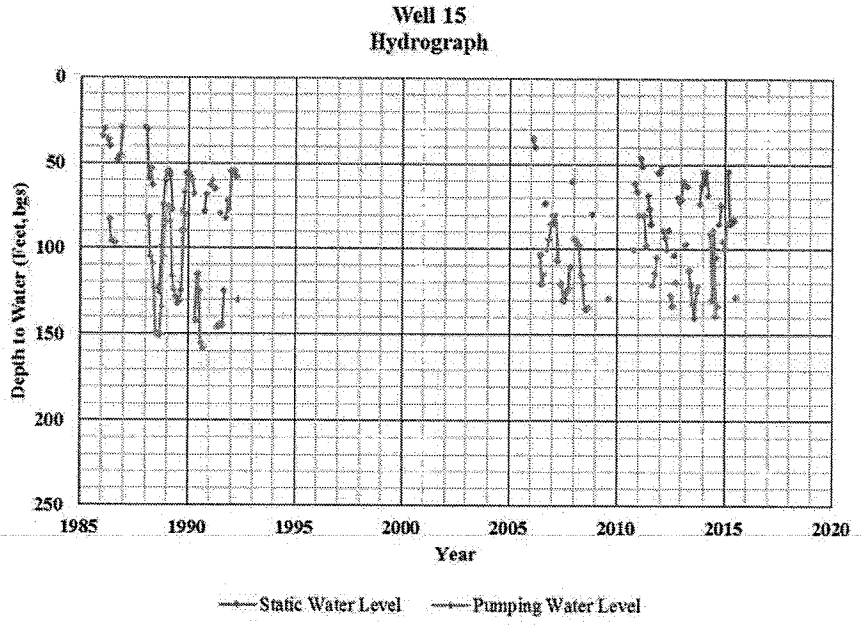
Well 15 is located at 1400 W. Main Street, as shown in Figure 1. Well 15 was constructed by the cable tool drilling method in 1956, presently making this well 60 years old. The well was drilled to a depth of 424 feet. A 20-inch diameter conductor casing extends from ground surface to a depth of 92 feet. A sanitary seal was placed to a depth of 92 feet, between the 20-inch diameter conductor casing and the 16-inch diameter steel well casing. The well structure consists of a16-inch diameter well casing from ground surface to a depth of 180 feet, a 14-inch diameter well casing from 180 to 280 feet, a 12-inch diameter well casing from 280 to 380 feet, and a10-inch diameter casing from 380 feet to 424 feet. The well is perforated from 180 to 424 feet with unknown slot size.

Well Equipment and Production

Well 15 is equipped with a 100 horsepower U.S. Motor and a vertical turbine oil-lubricated pump. The well is reported to produce an average 1,169 gpm to the system with a specific capacity of approximately 26 gpm/foot of drawdown. In 2014, Well 15 produced approximately 244,515,000 gallons of groundwater, approximately 4% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 15 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 54 feet (March 2015). Spring static water levels have declined by 24 feet from February 1986 to March 2015 at a rate of approximately one foot per year.

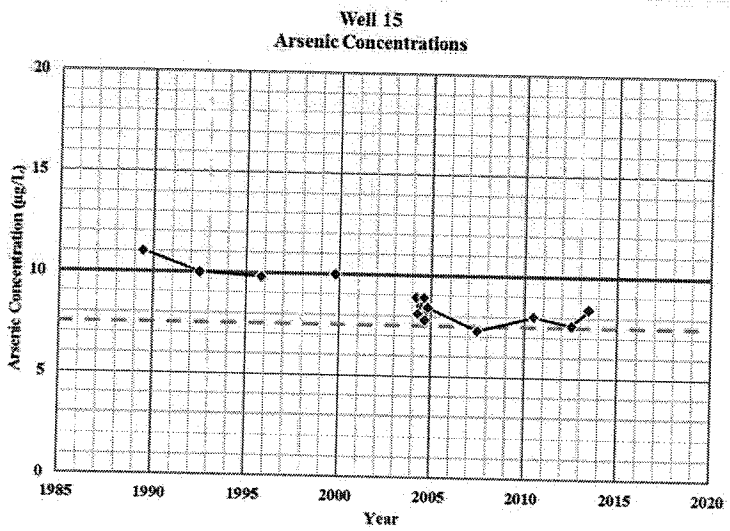


Water Quality

Water quality records indicate that the water produced from Well 15 currently meets all DDW primary and secondary drinking water requirements. Well 15 is currently active and provides untreated water to the system.

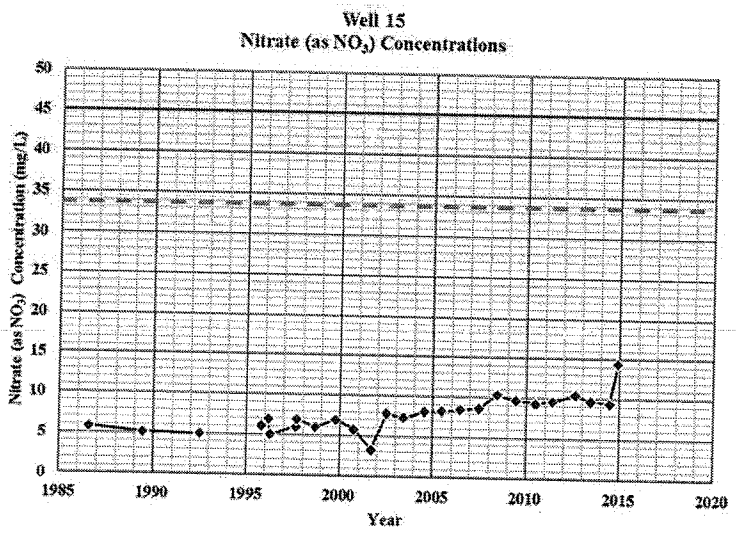
Arsenic

Historic arsenic data indicate concentrations were above the current MCL prior to 2000. Since 2000, arsenic concentrations ranged between 7 and 9 µg/L. The most recent concentration was reported at 8.4 µg/L in 2013.



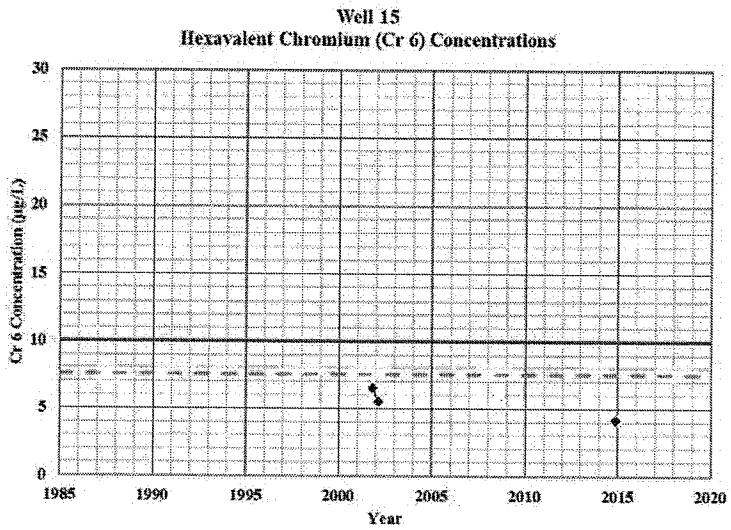
Nitrate (as NO_3)

Concentrations have remained below the MCL, but the data suggest a slightly increasing trend. The most recent reported concentration was 14.4 mg/L in late 2014.



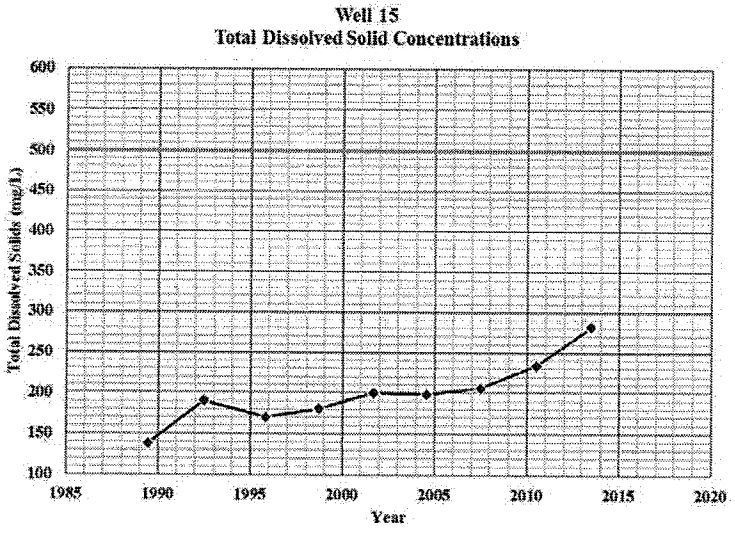
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL with the most recent concentration of 4.1 µg/L recorded in 2014.



Total Dissolved Solids

TDS concentrations have increased at a rate of 6 mg/L per year over the period of record from 138 mg/L in 1989 to 282 mg/L in 2013.



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10.8 Well 19 (Active)

Well Construction and Location

Well 19 is located at 600 Pedras Road at Donnely Park, as shown in Figure 1. Well 19 was constructed by the cable tool drilling method in 1965, presently making this well 51 years old.

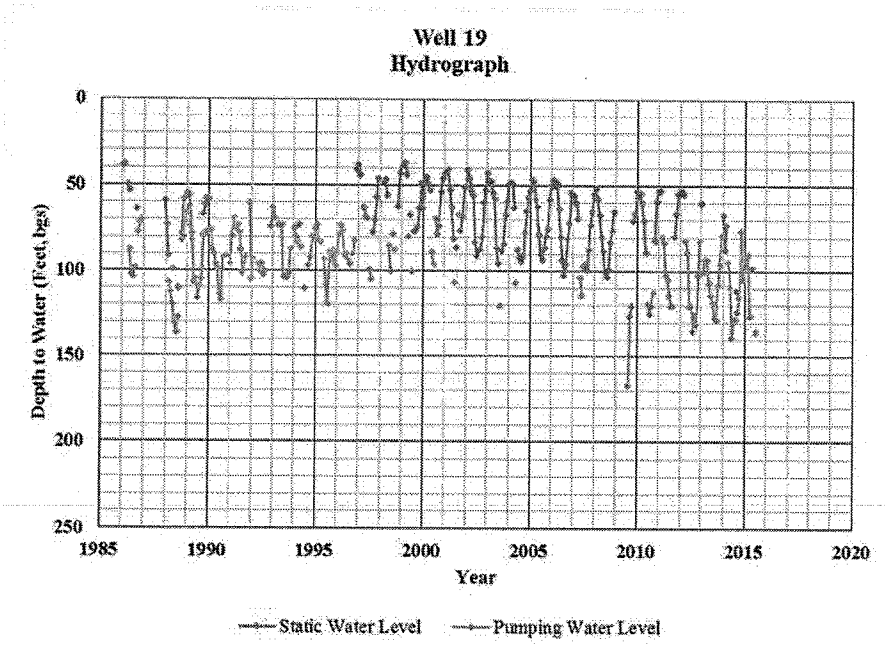
The well was drilled to a depth of 442 feet. A 20-inch conductor casing extends from ground surface to a depth of 84 feet. An annular seal was placed to a depth of 65 feet. The well structure consists of a 16-inch diameter steel casing from the ground surface to a depth of 172 feet, a 14-inch diameter steel casing from 172 to 184 feet, and a 12-inch diameter steel casing from 268 to 368 feet. The remaining 74 feet of the well is uncased and open borehole. The well is perforated from 172 to 368 feet, with an unknown slot size.

Well Equipment and Production

Well 19 is equipped with a 100 horsepower electric U.S. Motor and a vertical turbine oil-lubricated pump. The well is reported to produce an average 980 gpm to the system with a specific capacity of approximately 26 gpm/foot of drawdown. In 2014, Well 19 produced approximately 359,628,000 gallons of groundwater to the system, approximately 5% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 19 since 1986 and include both static and pumping water level measurements. From 1986 to 2012, spring groundwater levels declined by 24 feet at a rate of approximately one foot per year. From 2012 to 2014, spring groundwater levels declined by 34 feet at an increased rate of approximately one foot per year.

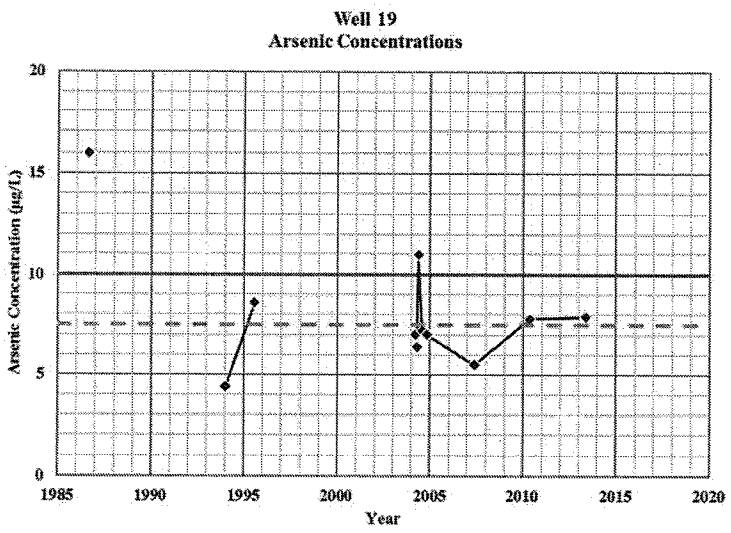


Water Quality

Water quality records indicate that the water produced from Well 19 currently meets all DDW primary and secondary drinking water requirements. Well 19 is currently active and provides untreated water to the system.

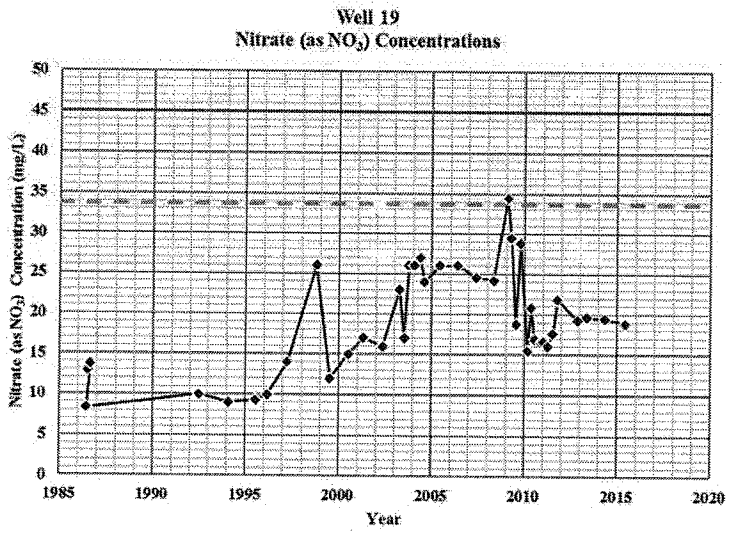
Arsenic

Historic arsenic data indicate that in May of 2004, the arsenic concentration spiked above the MCL; however, this appears to be an anomaly as samples collected one month prior and three months afterward indicated concentrations of 6.4 and 7.2 µg/L, respectively. Arsenic concentrations have remained below the MCL, with the latest concentration of 7.9 µg/L reported in 2013.



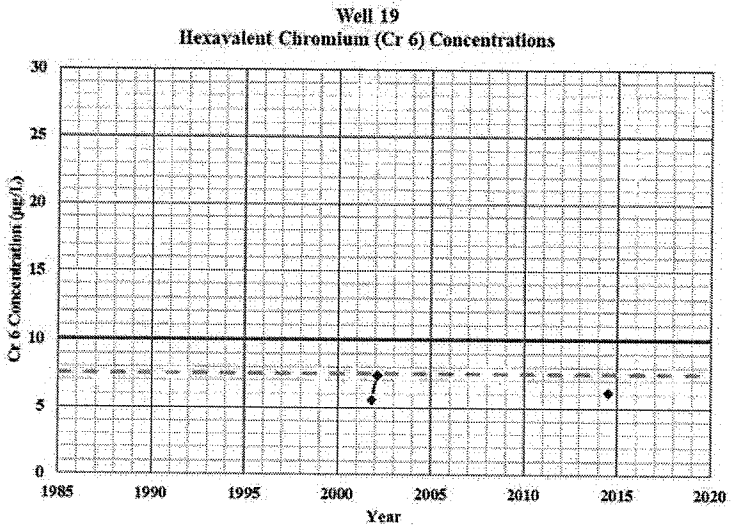
Nitrate (as NO_3)

Nitrate concentrations have generally increased over the period of record. In 2009, the concentration spiked to 34.4 mg/L but subsequently decreased in 2010. Since 2010, concentrations have ranged between 15 and 22 mg/L. Temporary spikes indicate that when this well is idle, water moves from shallow aquifers down into the deeper aquifers. The decrease, which started in 2008, is likely related to more continuous use, which prevents the inter-aquifer movement of water.



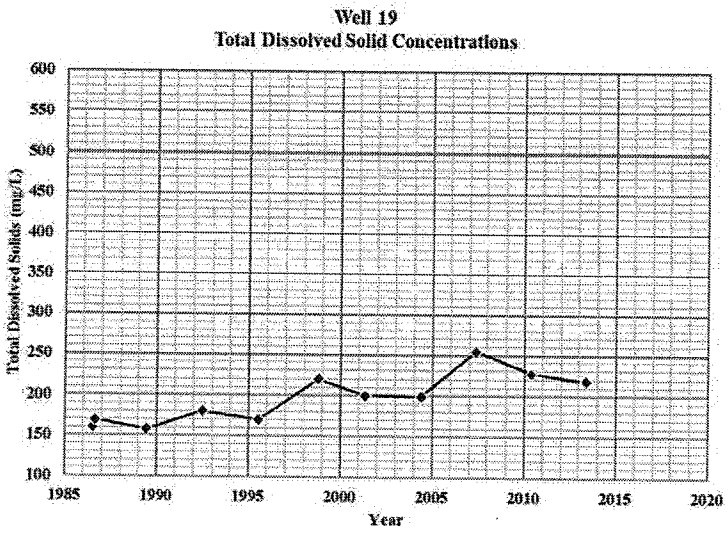
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL with the most recent concentration of 6.2 µg/L recorded in 2014.



Total Dissolved Solids

The concentration of TDS has increased at a rate of approximately 2 mg/L per year over the period of record, from 160 mg/L in 1986 to 218 mg/L in 2013.


Well 19
Total Dissolved Solid Concentrations
Total Dissolved Solids (mg/L)
600
550
500
450
400
350
300
250
200
150
100
1985
1990
1995
2000
2005
2010
2015
2020
Year

10.9 Well 20 (Active)

Well Location and Construction

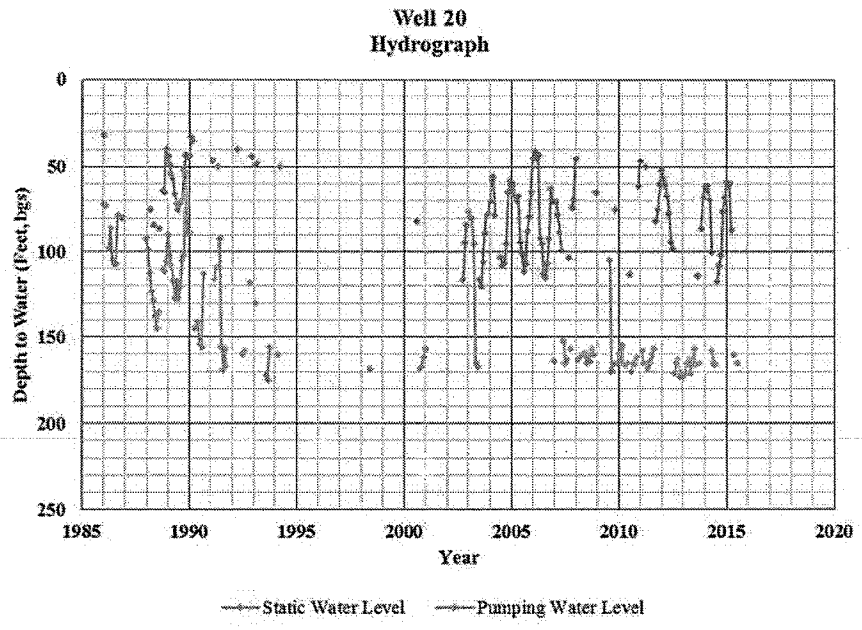
Well 20 is located at 1200 W. Monte Vista Ave, as shown in Figure 1. Well 20 was constructed using the reverse rotary drilling method in 1978, presently making this well 38 years old. A test hole was drilled to a depth of 500 feet, with a final borehole depth of 380 feet and the well casing set at a depth of 360 feet. The test hole was sealed or filled with an unspecified material. A 30-inch conductor casing and an annular seal were placed from the ground surface to a depth of 90 feet. The well structure consists of a 16-inch outside diameter well casing with 5/16-inch wall thickness from the ground surface to a depth of 360 feet, inside a 26-inch diameter borehole. The well is screened (reported to be Johnson screen) from 160 to 180 feet and 310 to 350 feet with 0.080-inch slot size. The gravel envelope extends from the total depth of the well (380 feet) to ground surface.

Well Equipment and Production

Well 20 is equipped with a 100 horsepower U.S. Motor and a vertical turbine oil-lubricated pump set to a depth of 210 feet. The well is reported to produce an average 836 gpm to the system with a specific capacity of approximately 11 gpm/foot of drawdown. In 2014, Well 20 produced approximately 107,032,000 gallons of groundwater, approximately 2% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 20 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 59 feet (January 2015). Spring static water levels have declined by 27 feet from January 1986 to January 2015 at a rate of approximately one foot per year.

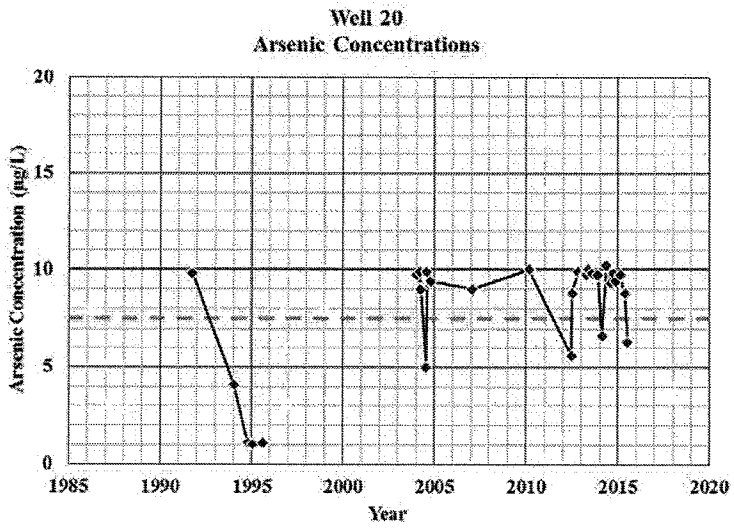


Water Quality

Water quality records indicate that the water produced from Well 20 currently meets all DDW primary and secondary drinking water requirements. Well 20 is currently active and provides untreated water to the system.

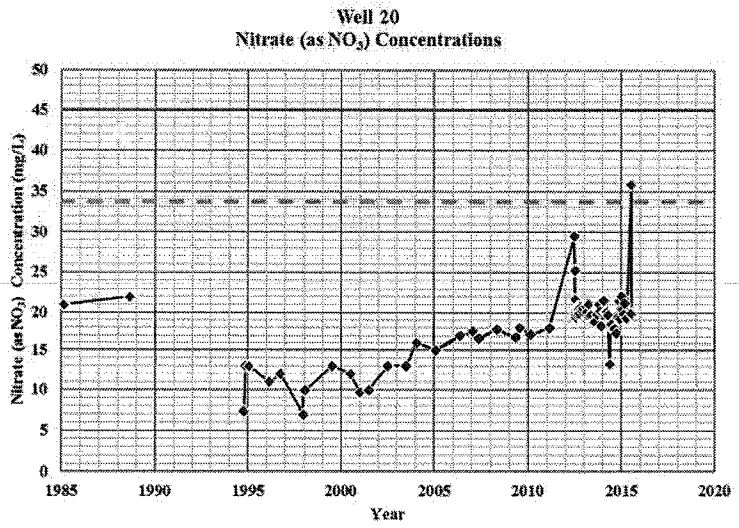
Arsenic

Historic arsenic concentrations indicate a wide range of values between 1.0 µg/L to 10.2 µg/L. Arsenic was previously close to or at the MCL; however, the most recent concentration was reported at 6.3 µg/L on July 13, 2015.



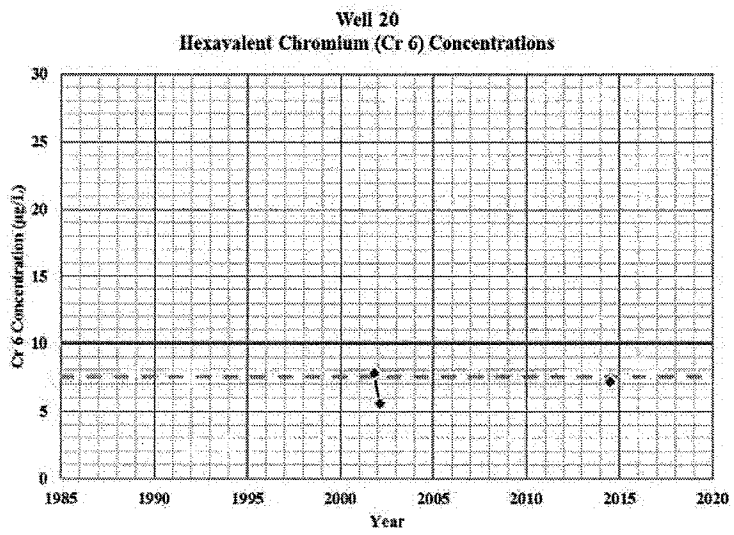
Nitrate (as NO_3)

Concentrations have gradually increased over the period of record from 7.4 mg/L in 1994 to 20 mg/L in 2015 but have remained below the MCL. Spikes in nitrate concentrations have an inverse relationship with decreased arsenic concentrations, suggesting inter-aquifer movement of groundwater when the well is idle. Implementing a strategic pumping program to pump this well could balance the two constituents and help reduce arsenic concentrations.



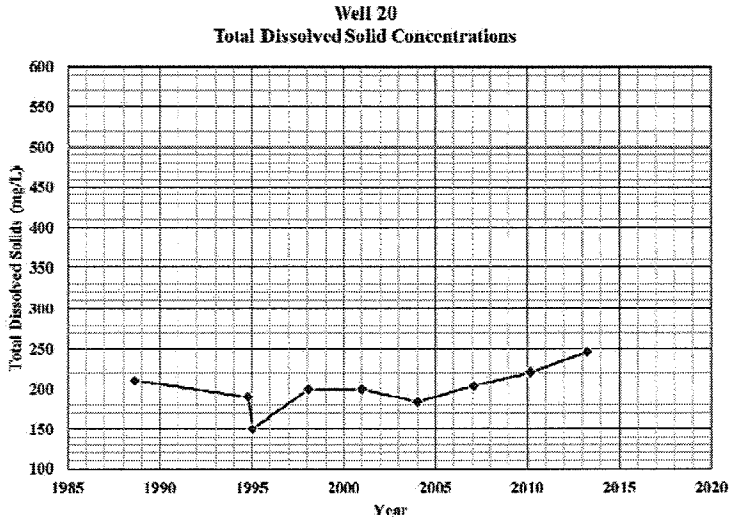
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL with the most recent concentration of 7.1 µg/L recorded in 2014.



Total Dissolved Solids

TDS concentrations over the period of record indicate a slight increasing trend but are below the Recommended Limit, with the latest TDS concentration of 246 mg/L recorded in 2013.



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10.10 Well 22 (Active)

Well Construction

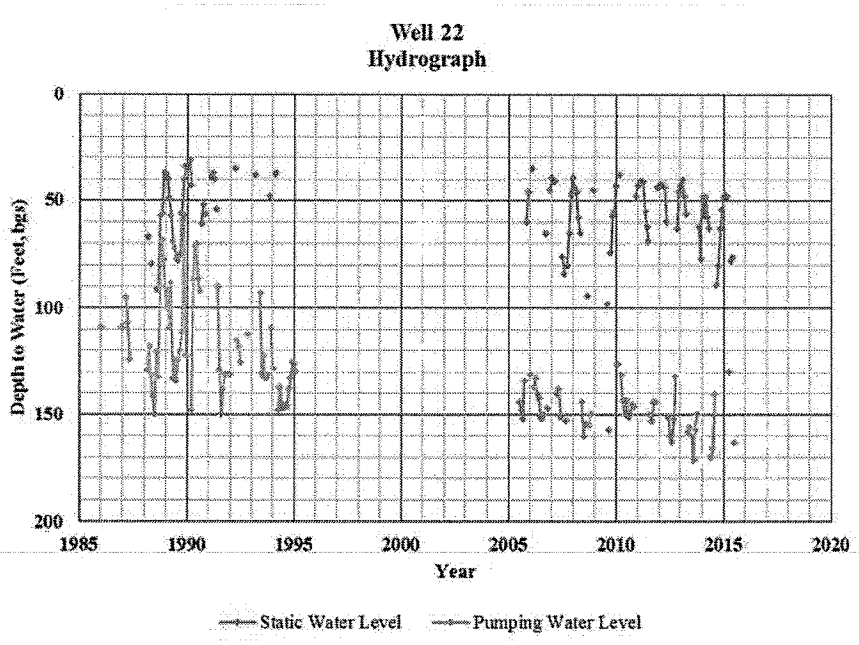
Well 22 is located at 1605 Linden Lane, as shown in Figure 1. Well 22 was constructed by the reverse rotary method in 1980, presently making this well 36 years old. A test hole was drilled to a depth of 462 feet, and reamed to 28-inches in diameter to a depth of 310 feet. The test hole was sealed or filled with an unspecified material. A 30-inch outside diameter conductor casing and an annular seal were placed from the ground surface to a depth of 100 feet. The well structure consists of a 16-inch outside diameter with 5/16-inch wall thickness well casing from the ground surface to 310 feet, with louvered well screen 150 to 300 feet with an unknown slot size.

Well Equipment/Production

Well 22 is equipped with a 150 horsepower U.S. Motor and a vertical turbine oil-lubricated pump set to a depth of 200 feet. The well is reported to produce an average 2,305 gpm to the system with a specific capacity of approximately 27 gpm/foot of drawdown. In 2014, Well 22 produced approximately 62,381,100 gallons of groundwater, approximately 1% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 22 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 48 feet (March 2015). Spring static water levels have declined by 19 feet from March 1986 to March 2015 at a rate of approximately 0.7 feet per year.

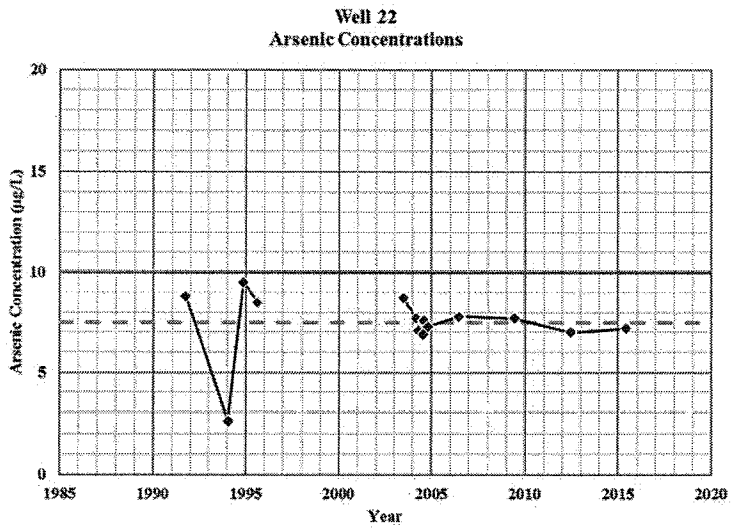


Water Quality

Water quality records indicate that the water produced from Well 22 currently meets all DDW primary and secondary drinking water requirements. Well 22 is currently active and provides untreated water to the system.

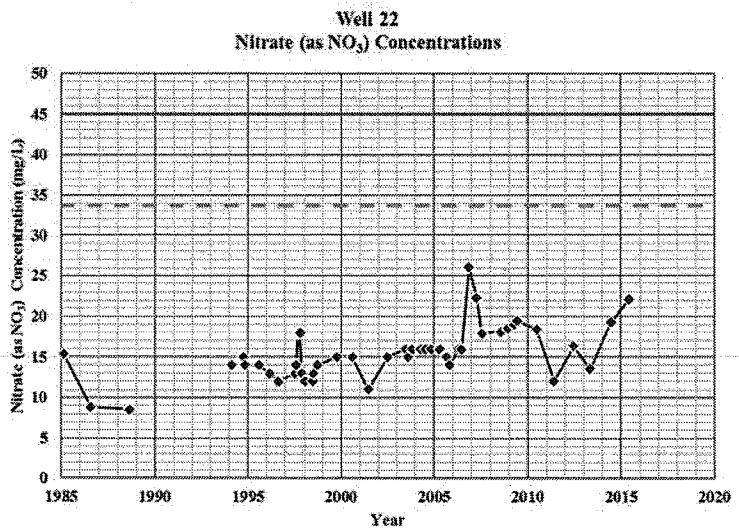
Arsenic

From 1991 through 1995, concentrations of arsenic fluctuated between 2.6 to 9.5 µg/L. Since 1995, arsenic has remained relatively stable with a slight downward trend from 8.7 µg/L (2003) to 7.2 µg/L (2015).



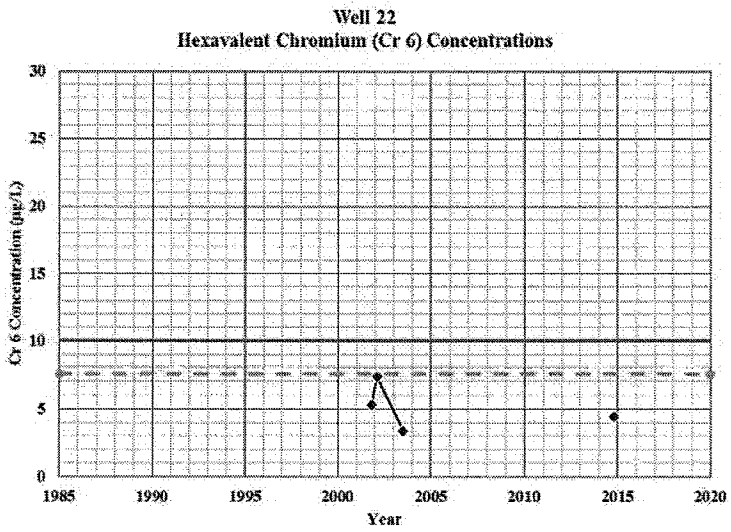
Nitrate (as NO_3)

Concentrations have remained below the MCL, but exhibit a slight increasing trend with a reported value of 22.1 mg/L in 2015.



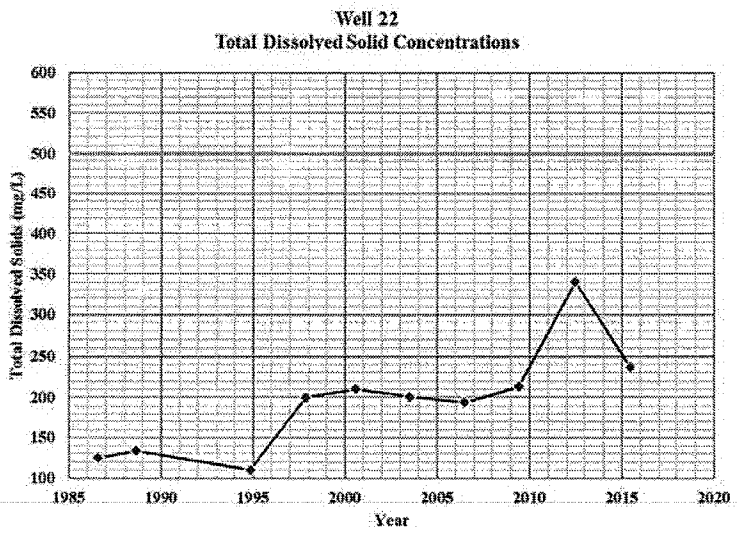
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL with the most recent concentration of 4.4 µg/L recorded in 2014.



Total Dissolved Solids

TDS concentrations indicate a gradually increasing trend of approximately four mg/L per year over the period of record (1988 to 2015), with the most recent concentration of 237 mg/L reported in 2015.



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10.11 Well 24 (Inactive)

Well Location and Construction

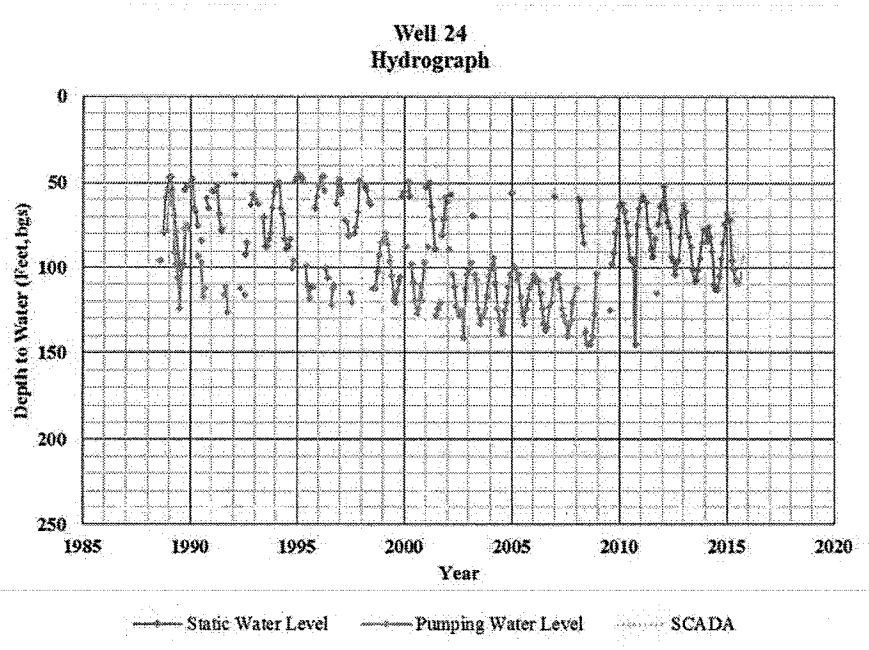
Well 24 is located at 1900 N. Quincy Road, as shown in Figure 1. Well 24 was constructed by the reverse rotary drilling method in 1988, presently making this well 28 years old. A test hole was drilled to a depth of 510 feet and the reamed to 28-inches in diameter to a depth of 400 feet. The test hole was sealed or filled with an unspecified material. An unknown diameter conductor casing and a sanitary seal were placed from the ground surface to a depth of 50 feet. The well structure consists of an 18-inch diameter well casing with ¼-inch wall thickness from the ground surface to a depth of 400 feet. The well screen is "Ful-Flo" louvered pattern and is screened from 140 to 250 feet and 290 to 400 feet.

Well Equipment and Production

Well 24 is equipped with a Byron Jackson 150 horsepower submersible motor and pump set to a depth of 216 feet. The well is reported to produce an average 1,272 gpm to the system. The well has not operated since 2009.

Groundwater Levels

Groundwater levels have been measured in Well 24 since 1986 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 68 feet (January 2015). Spring static water levels have declined by 21 feet from January 1988 to January 2015 at a rate of approximately 0.8 feet per year.

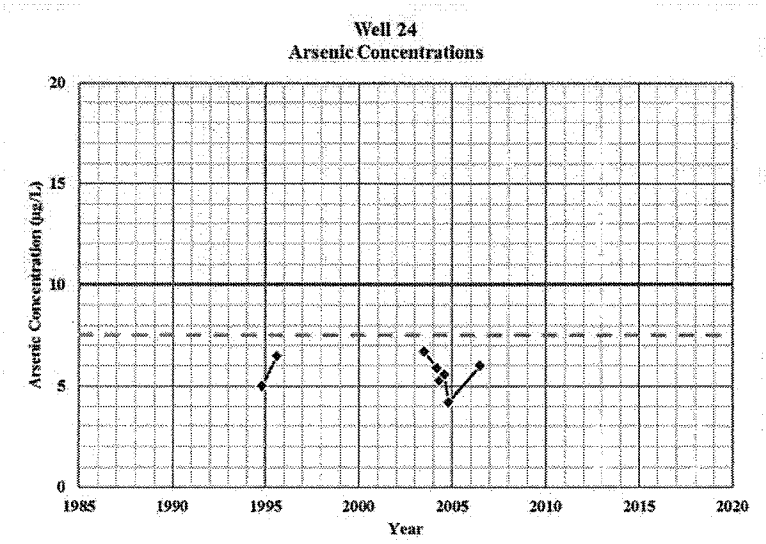


Water Quality

Water quality records indicate that the water produced from Well 24 meets all DDW primary and secondary drinking water requirements, with the exception for nitrate (as NO_3). Well 24 is currently inactive and does not provide water to the system. Well 24 has been offline since 2009 due to elevated nitrate concentrations above the MCL.

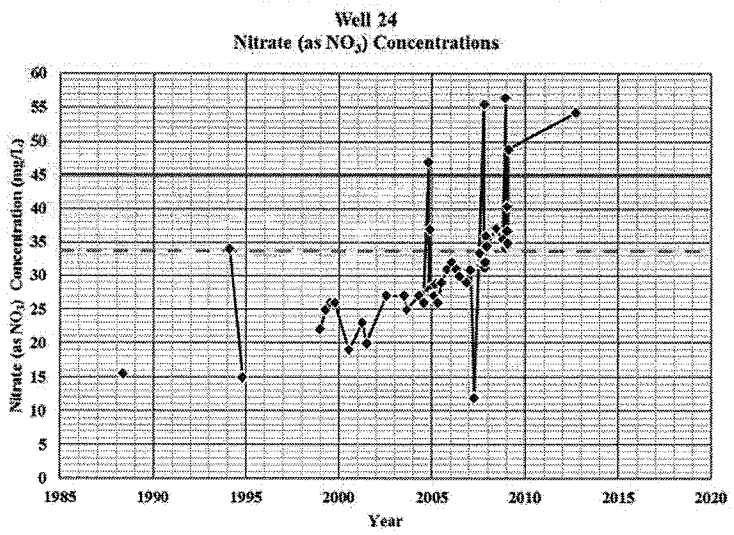
Arsenic

Arsenic concentrations have ranged between 4.2 and 6.7 µg/L, with the most recent concentration of 6 µg/L reported in 2006.



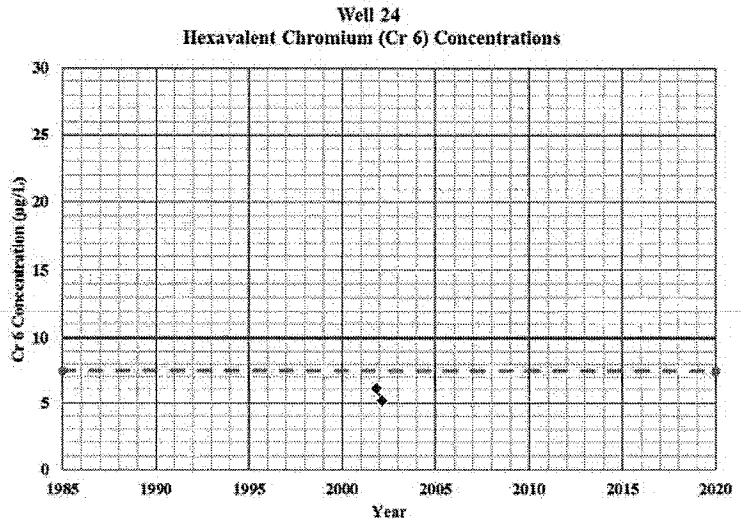
Nitrate (as NO_3)

Nitrate concentrations have increased over the period of record, with multiple spikes above the MCL. The highest concentration of 56.4 mg/L was reported in 2009. The most recent concentration of 54.2 mg/L was reported in 2012. Nitrate concentrations temporarily spike indicating that when this well is idle, water moves from the shallow aquifers down into the deeper aquifers. Well 24 is currently acting as a conduit allowing poorer quality shallow groundwater to migrate to deeper aquifers at this site, and may also be causing regional contamination of the deeper aquifers beneath the City.



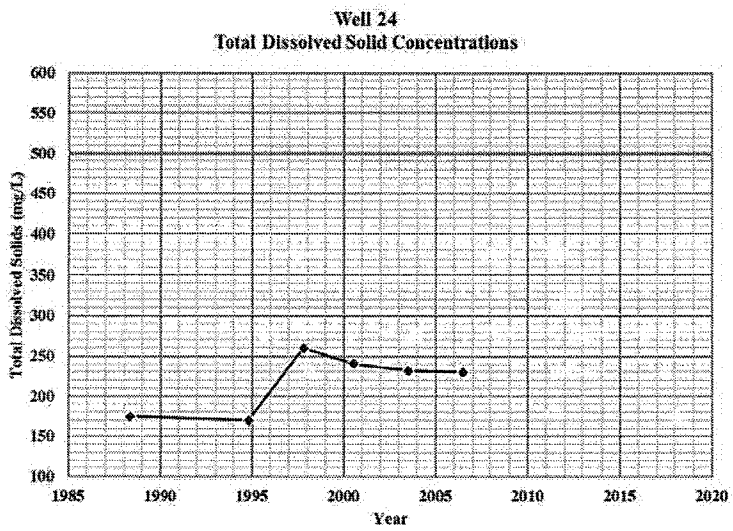
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL with the most recent concentration of 5.2 µg/L reported in 2002.



Total Dissolved Solids

TDS concentrations have increased at a rate of 3 mg/L per year, from 175 mg/L in 1988 to 230 mg/L in 2006.



10.12 Well 27 (Active)

Well Location and Construction

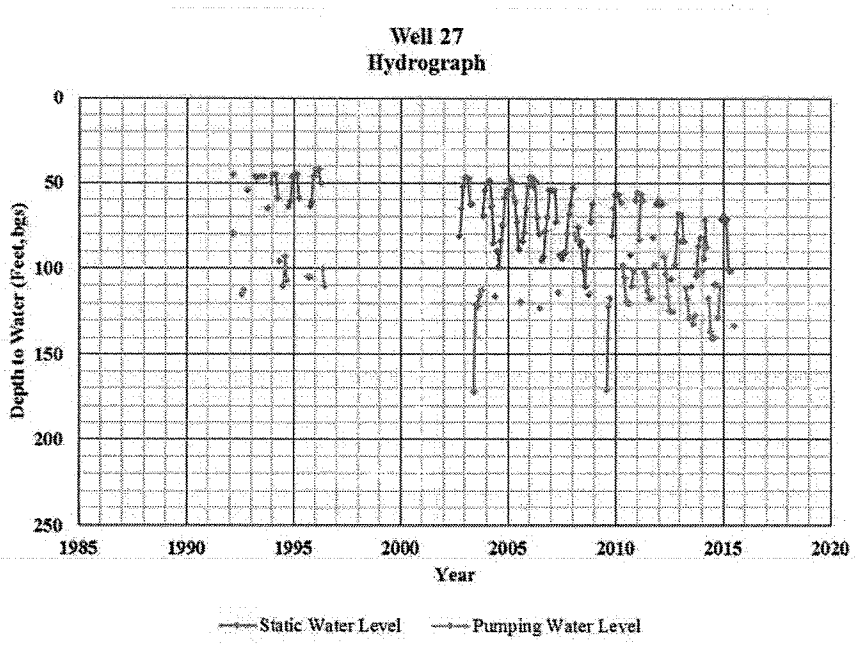
Well 27 is located at the southwest corner of 601 E. Christoffersen Parkway, as shown in Figure 1. Well 27 was constructed by the reverse rotary drilling method in 1992, presently making this well 24 years old. A 28-inch diameter conductor casing was cemented in place to a depth of 115 feet. The well structure consists of a 16-inch diameter with ¼-inch wall thickness well casing from the ground surface to a depth of 400 feet inside a 25-inch diameter borehole. The well screen consists of stainless steel (unknown screen pattern) from a depth of 130 to 230 feet and 290 to 390 feet. An unspecified gravel envelope was placed from 405 feet to ground surface.

Well Equipment and Production

Well 27 is equipped with a 150 horsepower motor and a Byron Jackson vertical turbine oil-lubricated pump set to a depth of 165 feet. The well is reported to produce an average 1,565 gpm to the system with a specific capacity of approximately 50 gpm/foot of drawdown. In 2014, Well 27 produced approximately 543,291,000 gallons of groundwater, approximately 8% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 27 since 1992 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 69 feet (January 2015). Spring static water levels have declined by 24 feet from January 1992 to March 2015 at a rate of approximately 1 foot per year.

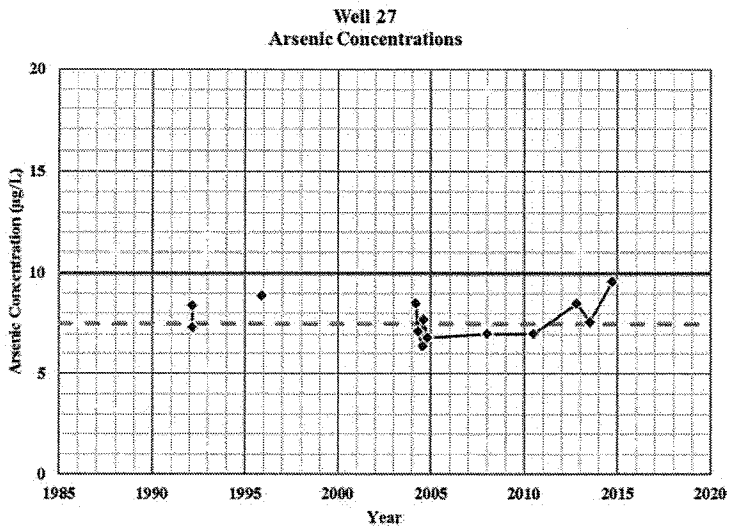


Water Quality

Water quality records indicate that the water produced from Well 27 currently meets all DDW primary and secondary drinking water requirements. Well 27 is currently active and provides untreated water to the system.

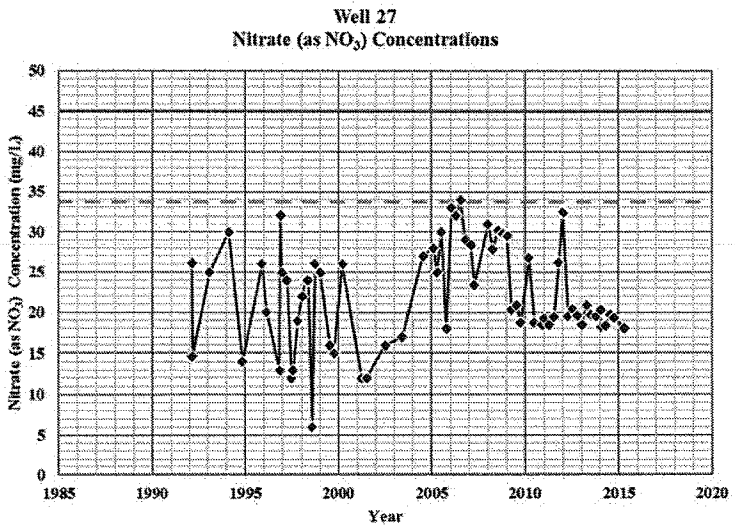
Arsenic

Historic arsenic concentrations have remained below the MCL, but are increasing toward the MCL (6.4 µg/L in 2004 and 9.6 µg/L in 2014). Concentrations of arsenic exhibit an inverse relationship with nitrate concentrations; low concentrations of arsenic occur concurrently with high concentrations of nitrate when the well is idle. If concentrations increase, implementing a strategic pumping program may improve water quality.



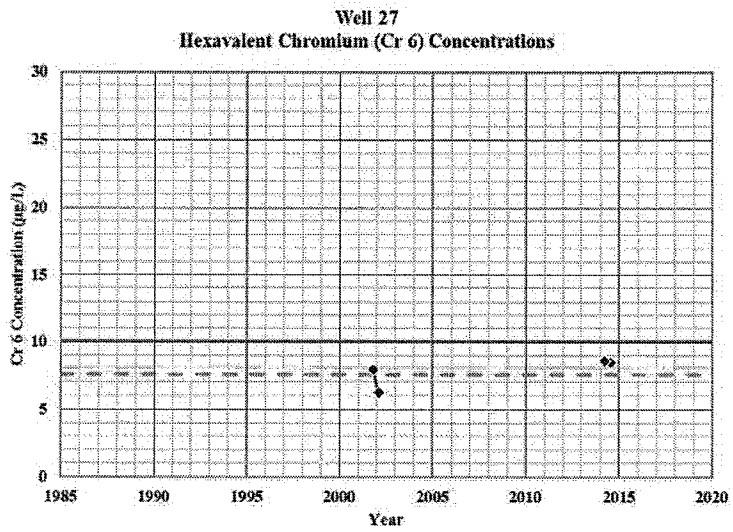
Nitrate (as NO_3)

Nitrate concentrations have remained below the MCL, but have largely fluctuated over the period of record, ranging from 5.5 to 30 mg/L. The most recent concentration of 18.1 mg/L was reported in 2015. Nitrate concentrations temporarily spike upward indicating that when this well is idle, water moves from shallow aquifers downward into deeper aquifers.



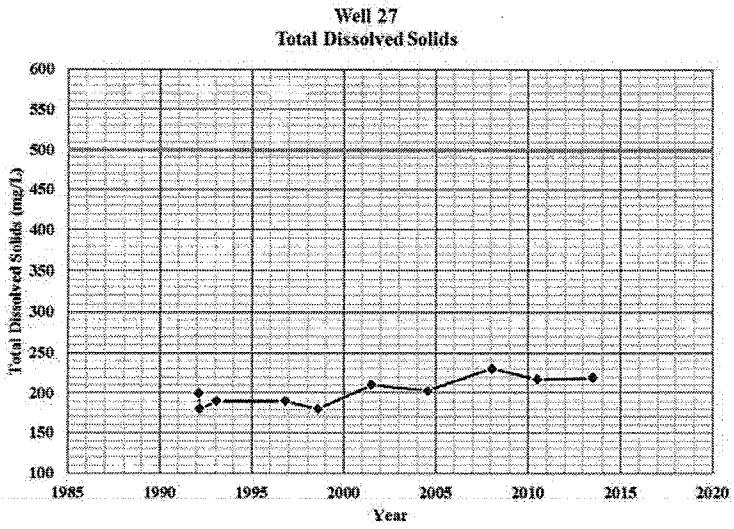
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 8.5 µg/L reported in 2014.



Total Dissolved Solids

TDS concentrations have increased over the period of record at a rate of approximately 2 mg/L per year from 180 mg/L to 219 mg/L. The most recent TDS concentration reported was 219 mg/L in 2013.



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10.16 Well 28 (Inactive)

Well Location and Construction

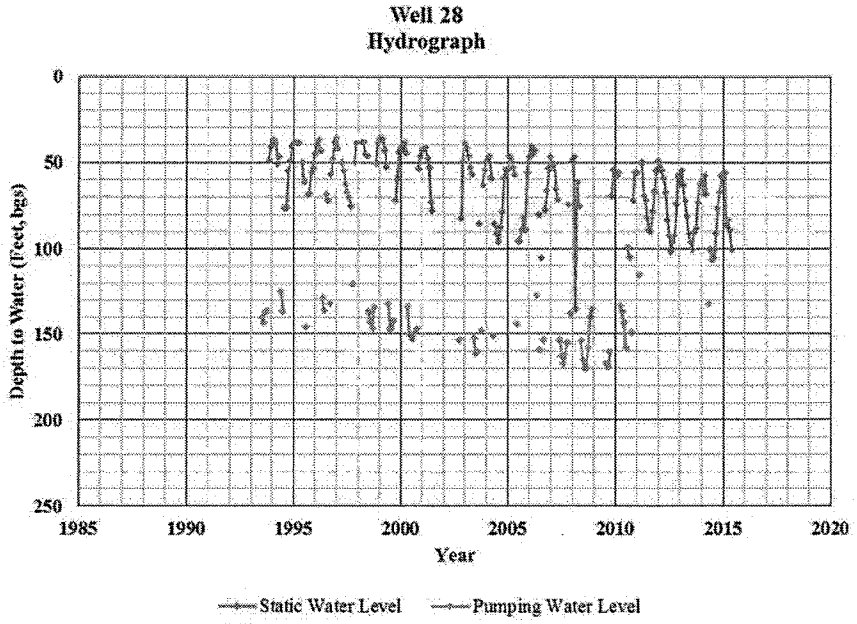
Well 28 is located at 2080 W. Tuolumne Road, as shown in Figure 1. Well 28 was constructed by the reverse rotary drilling method in 1992, presently making this well 24 years old. A 30-inch outside diameter conductor casing was cemented in place to a depth of 90 feet. The well structure consists of 16.625-inch outside diameter with 5/16-inch wall thickness well casing to a depth of 405 feet. The well screen pattern and interval were not specified in the records, but likely extends from approximately 200 feet to 395 feet. The annular space is filled with a gravel envelope (Heart of Texas) from 405 feet to 192 feet, a fine sand transition seal from 192 to 185 feet, and a sand/cement annular seal from 185 feet to the ground surface.

Well Equipment and Production

Well 28 is equipped with a 175 horsepower motor and a Worthington pump set to a depth of 200 feet. The well is reported to produce an average 1,533 gpm to the system with a specific capacity of approximately 18 gpm/foot of drawdown. In 2014, Well 28 produced approximately 17,443,000 gallons of groundwater, less than 1% of the total well field production. In 2011, production in Well 28 significantly dropped.

Groundwater Levels

Groundwater levels have been measured in Well 28 since 1993 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 56 feet (February 2015). Spring static water levels have declined by 19 feet from February 1994 to February 2015 at a rate of approximately one foot per year.

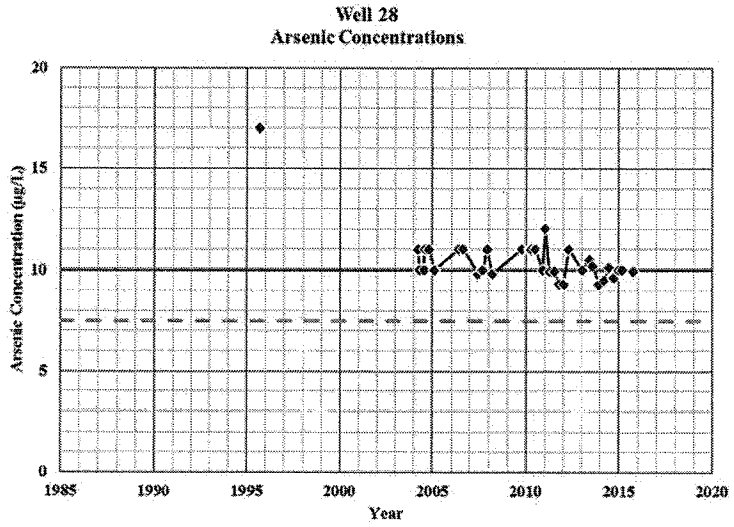


Water Quality

Water quality records indicate that the water produced from Well 28 meets all DDW primary and secondary drinking water requirements, with the exception of arsenic. Well 28 is currently inactive and does not provide water to the system due to the elevated arsenic concentrations.

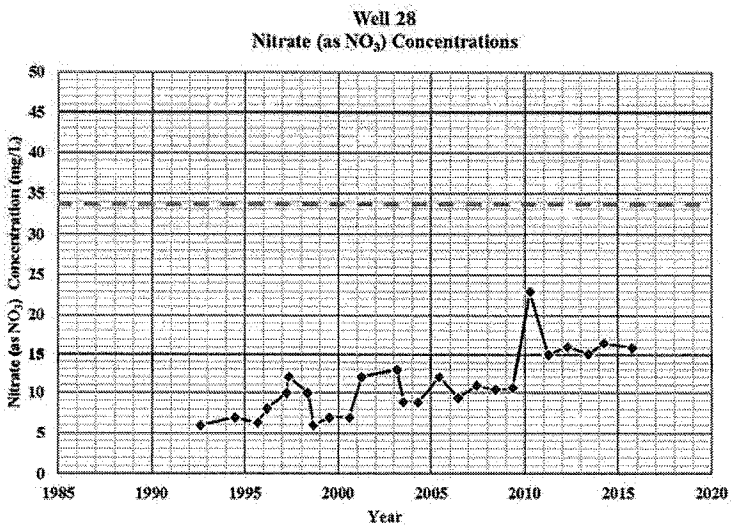
Arsenic

Arsenic has historically exceeded the MCL, with concentrations ranging from 9.3 to 12 µg/L. The most recent arsenic concentration was reported at 9.9 µg/L in 2015.



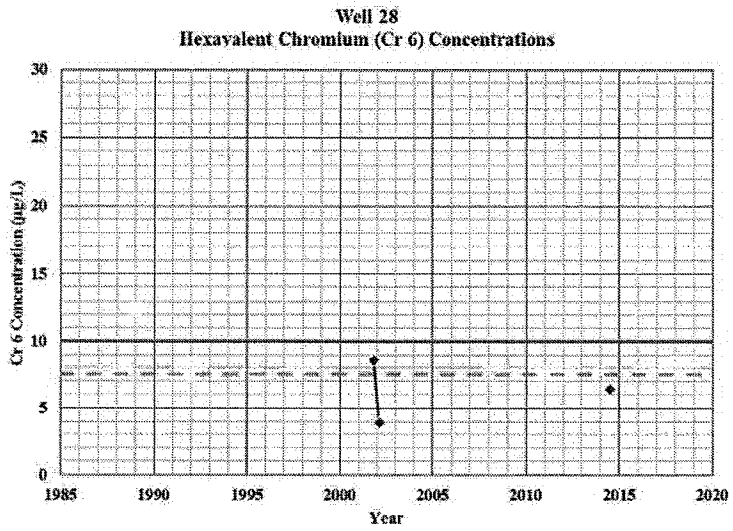
Nitrate (as NO_3)

Nitrate concentrations have remained below the MCL, but exhibit an increasing trend from 6 mg/L in 1992 to 16 mg/L in 2015. In 2010, concentrations spiked to 23 mg/L. It appears that starting in March 2011, the well has only operated for very short durations.



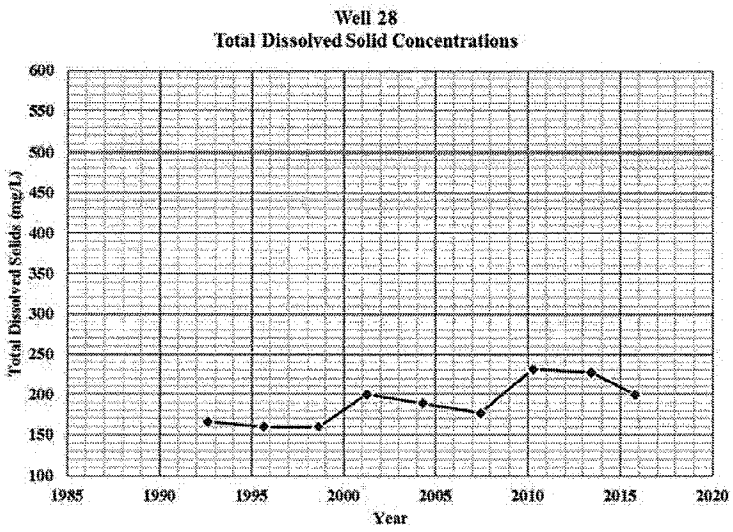
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 6.4 µg/L reported in 2014.



Total Dissolved Solids

TDS concentrations have increased slightly over the period of record, ranging from 160 to 230 mg/L, with the most recent concentration of 200 mg/L reported in 2015.



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10.17 Well 29 (Active)

Well Location and Construction

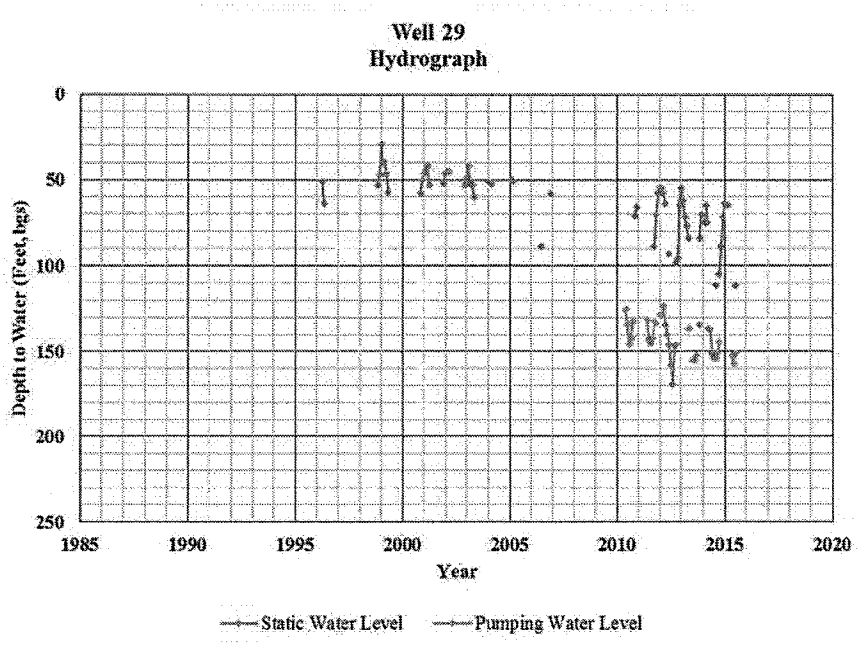
Well 29 is located at 201 E. Hawkeye Avenue, as shown in Figure 1. Well 29 was constructed by the reverse rotary drilling method in 1995, presently making this well 21 years old. A 32-inch outside conductor casing and a sanitary seal were placed to a depth of 50 feet. A 32-inch diameter borehole was drilled to a depth of 608 feet. The well structure consists of an 18.625-inch outside diameter with 5/16-inch wall thickness well casing to a depth of 472 feet and well screen with a 0.050-inch slot size from 204 to 324 feet, 348 to 388 feet, and 417 to 457 feet. The annular space is filled with Colorado Silica 6 x 20 gravel envelope from the total borehole depth to 190 feet. A cement grout sanitary seal was placed from 190 feet to the ground surface.

Well Equipment and Production

Well 29 is equipped with a 125 horsepower motor and a Fairbanks Morse vertical turbine oil-lubricated pump set to a depth of 220 feet. The well is reported to produce an average 1,240 gpm to the system, with a specific capacity of approximately 26 gpm/foot of drawdown. In 2014, Well 29 produced approximately 206,865,000 gallons of groundwater, approximately 3% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 29 since 1996 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 65 feet (March 2015). Spring static water levels have declined by 14 feet from March 1996 to March 2015 at a rate of approximately 0.7 feet per year.

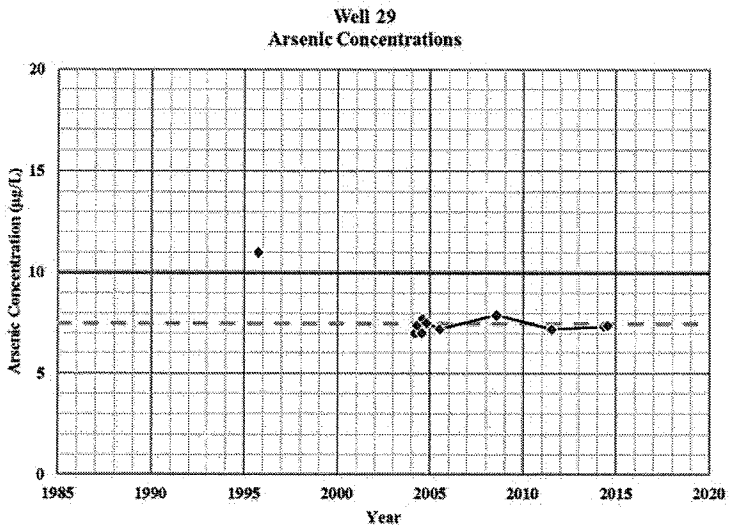


Water Quality

Water quality records indicate that the water produced from Well 29 currently meets all DDW primary and secondary drinking water requirements. Well 29 is currently active and provides untreated water to the system.

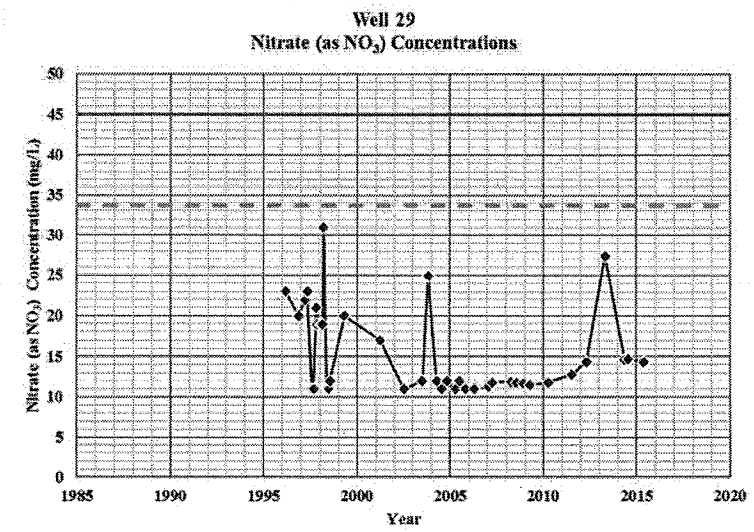
Arsenic

Historic arsenic concentrations have remained below the MCL since 2004, ranging from 7 to 7.8 µg/L, with the latest arsenic concentration of 7.4 µg/L recorded in 2014.



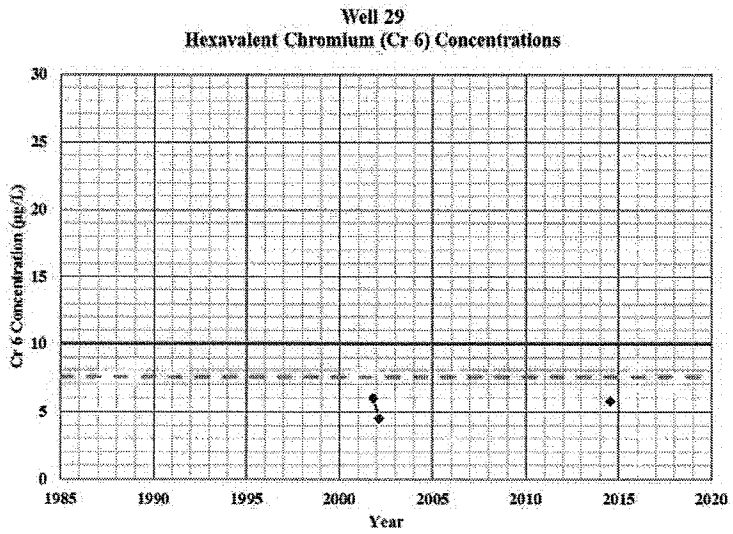
Nitrate (as NO_3)

Nitrate concentrations have remained below the MCL ranging from 11 to 31 mg/L, with the latest concentration of 14.3 mg/L reported in 2015. Nitrate concentrations temporarily spike upward indicating that when this well is idle, water moves from shallow aquifers downward into deeper aquifers.



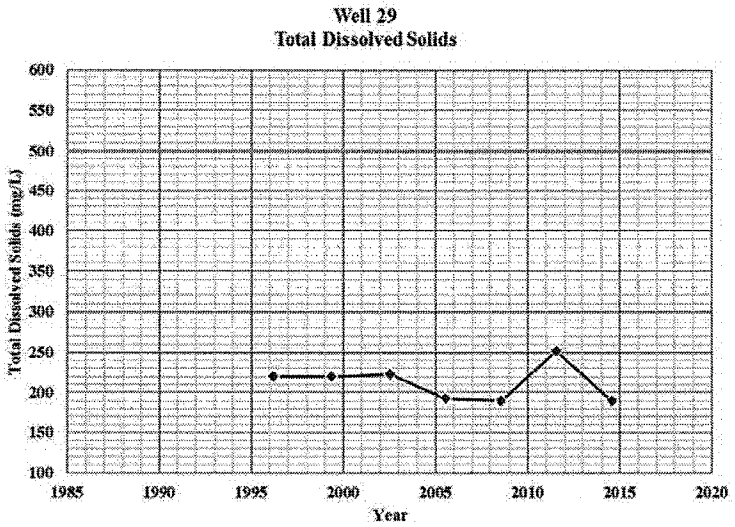
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 5.7 µg/L reported in 2014.



Total Dissolved Solids

TDS concentrations have ranged from 190 to 252 mg/L, with the most recent TDS concentration reported at 190 mg/L in 2015.



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10.18 Well 30 (Active)

Well Location and Construction

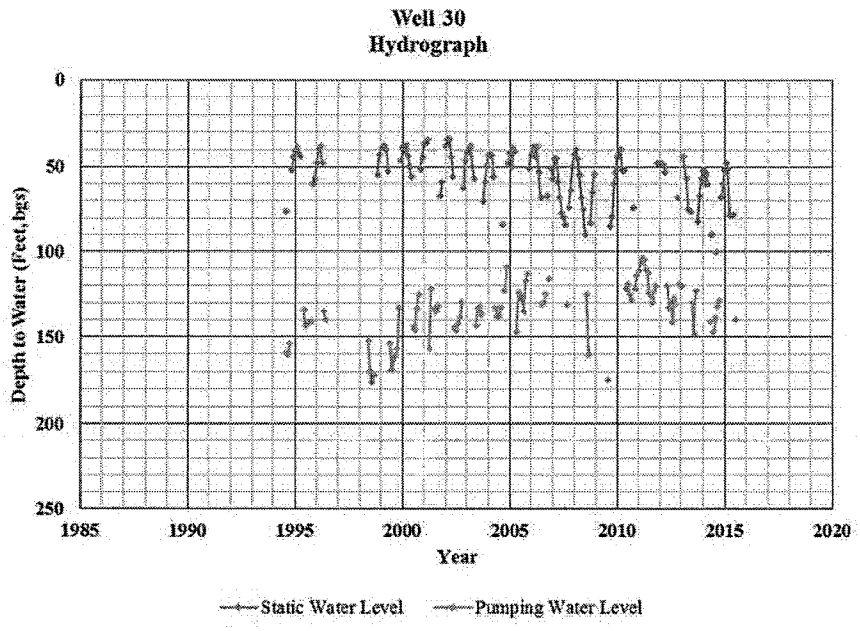
Well 30 is located at the southeast corner of 991 S. Orange Street, as shown in Figure 1. Well 30 was constructed by the reverse rotary drilling method in 1993, presently making this well 23 years old. A 34-inch diameter conductor casing and sanitary seal were placed to a depth of 50 feet. A 31-inch diameter borehole was drilled to a depth of 425 feet. The well structure consists of an 18.625-inch outside diameter with 5/16-inch wall thickness steel casing with a single perforated interval (unspecified screen pattern) with 0.050-inch slot size from 215 to 415 feet. The annular space is filled with a graded gravel envelope (6 x 20) from the total borehole depth to 190 feet, a bentonite seal from 185 to 190 feet and a sand cement annular seal from 190 feet to the ground surface. A two-inch sounding pipe enters the casing at a depth of 240 feet and a three-inch gravel fill pipe was placed to a depth of 195 feet.

Well Equipment and Production

Well 30 is equipped with a 150 horsepower motor and a Bryon Jackson vertical turbine oil-lubricated pump set to a depth of 195 feet. The well is reported to produce an average 1,013 gpm to the system, with a specific capacity of approximately 16 gpm/foot of drawdown. In 2014, Well 30 produced approximately 150,807,000 gallons of groundwater, approximately 2% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 30 since 1994 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 48 feet (February 2015). Spring static water levels have declined by 9 feet from February 1995 to February 2015 at a rate of approximately 0.5 feet per year.

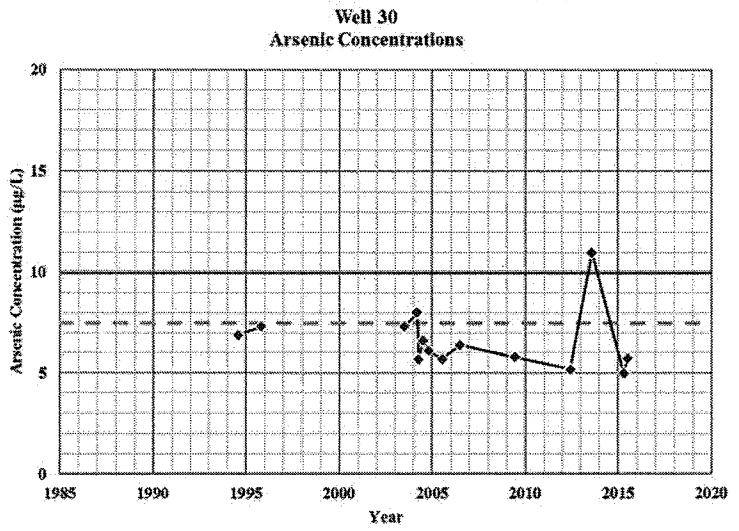


Water Quality

Water quality records indicate that the water produced from Well 30 meets all DDW primary and secondary drinking water requirements. Well 30 is currently active and provides untreated water to the system.

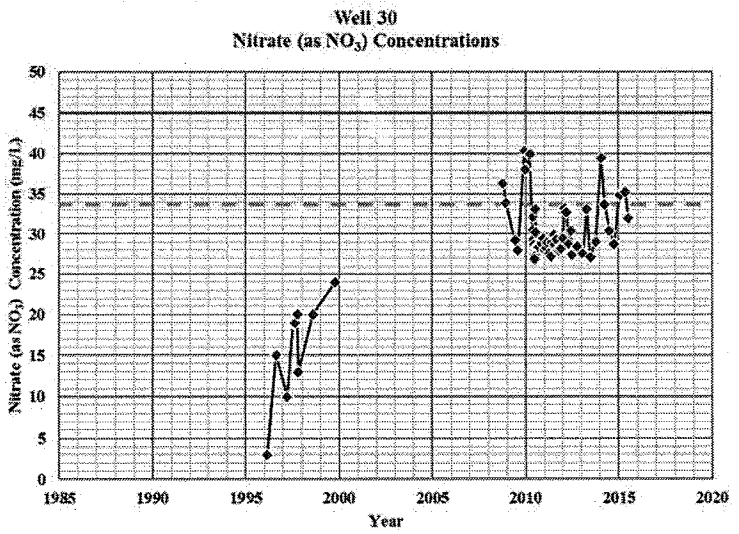
Arsenic

Historic arsenic concentrations have remained below the MCL, with an exception of an anomalous value of 11 µg/L in 2013. Excluding the anomalous value, arsenic concentrations have ranged between 5 to 8 µg/L, with the most recent concentration of 5.7 µg/L reported in 2015.



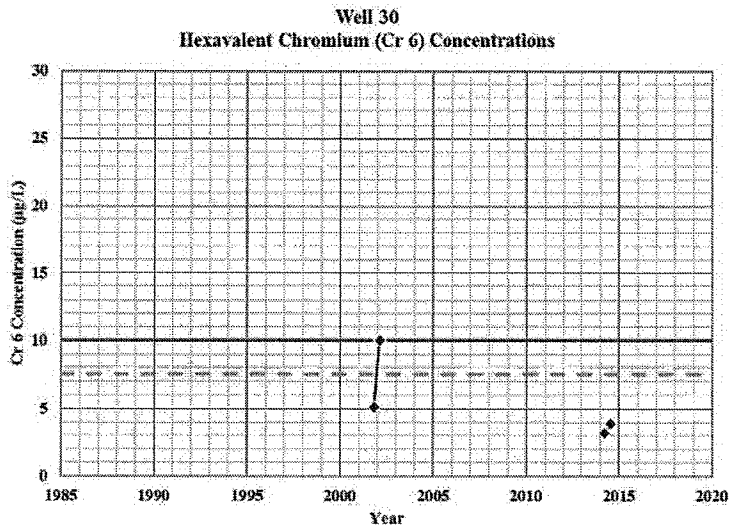
Nitrate (as NO_3)

Nitrate concentrations have remained below the MCL; however, concentrations have increased over the period of record from 3 mg/L up to a maximum of 40.3 mg/L in 2009. The most recent reported concentration was 31.9 mg/L in 2015.



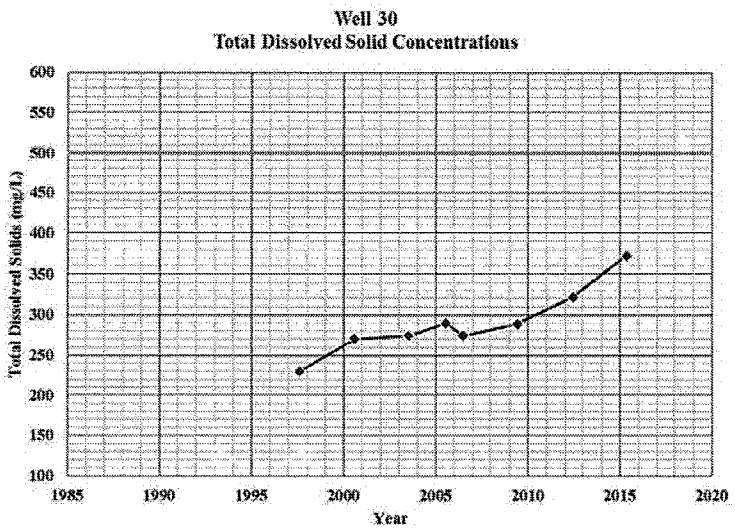
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 3.9 µg/L reported in 2014; however, in 2002, Cr^{6+} was reported at 10 µg/L.



Total Dissolved Solids

TDS concentrations have increased at a rate of approximately 8 mg/L per year over the period of record from 230 to 372 mg/L. The most recent TDS concentration was 370 mg/L reported in 2015.



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10.19 Well 31 (Stand-by)

Well Location and Construction

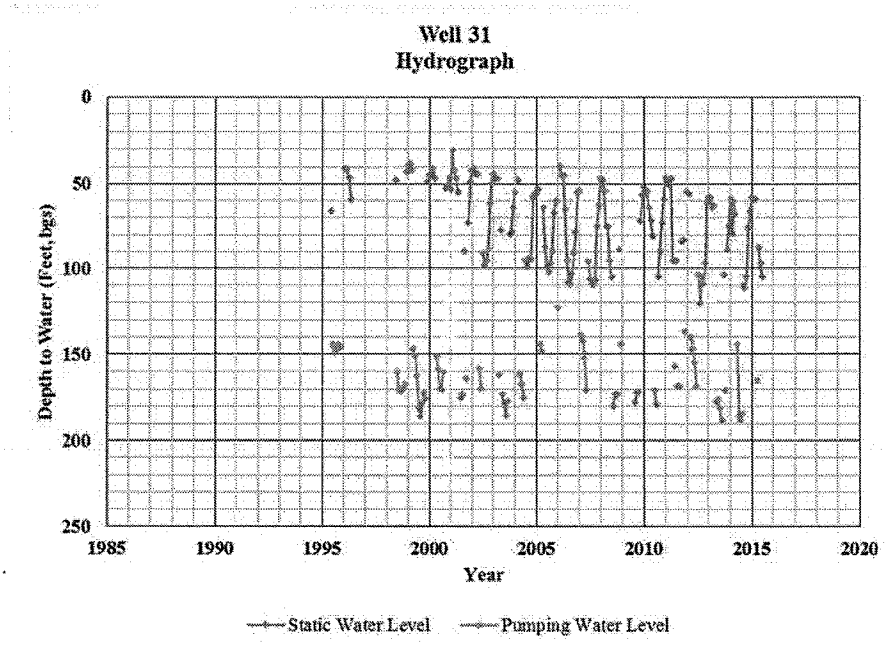
Well 31 is located at 3951 N. Walnut Road, in the south-eastern portion of the Turlock Junior High School, as shown in Figure 1. Well 31 was constructed by the reverse rotary drilling method in 1993, presently making this well 23 years old. A 33-inch diameter conductor casing and a sanitary seal extend from the ground surface to a depth of 50 feet. A 30-inch diameter borehole was drilled to a total depth of 403 feet. An 18.625-inch outside diameter well casing with 5/16-inch wall thickness extends from the ground surface to a depth of 400 feet. Louvered well screen with 0.070-inch slot size extends from 200 to 260 feet and 300 to 390 feet. A 4 x 16 graded gravel envelope was placed from 403 to 180 feet, with a bentonite seal from 190 to 180 feet, and a cement annular seal from 180 feet to the ground surface. A two-inch sounding pipe enters the well structure at a depth of 200 feet and a three-inch gravel fill pipe was installed to an unknown depth.

Well Equipment and Production

Well 31 is equipped with a 150 horsepower motor and a Peerless vertical turbine oil-lubricated pump set to a depth of 205 feet. The well is reported to produce an average 2,167 gpm to the system, with a specific capacity of approximately 36 gpm/foot of drawdown. In 2014, Well 31 produced approximately 289,436,000 gallons of groundwater, approximately 4% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 31 since 1995 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 59 feet (March 2015). Spring static water levels have declined by 18 feet from March 1996 to March 2015 at a rate of approximately one foot per year.

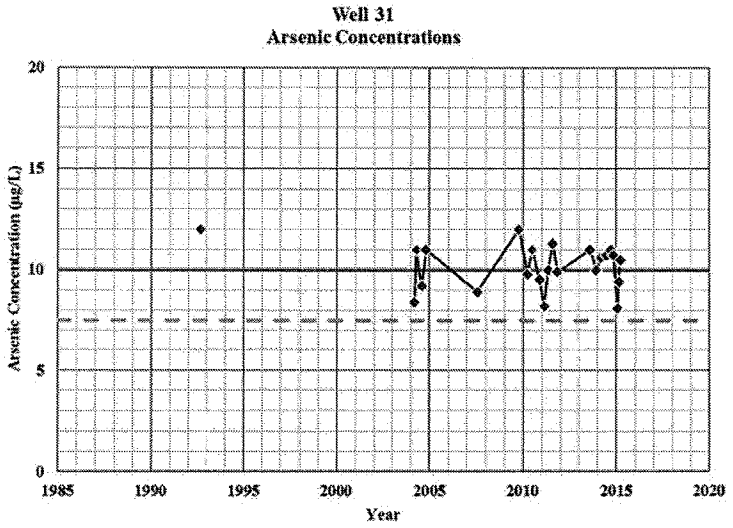


Water Quality

Water quality records indicate that the water produced from Well 31 meets all of the DDW primary and secondary drinking water requirements with the exception of arsenic. Well 31 is currently inactive and does not provide water to the system due to elevated concentrations of arsenic.

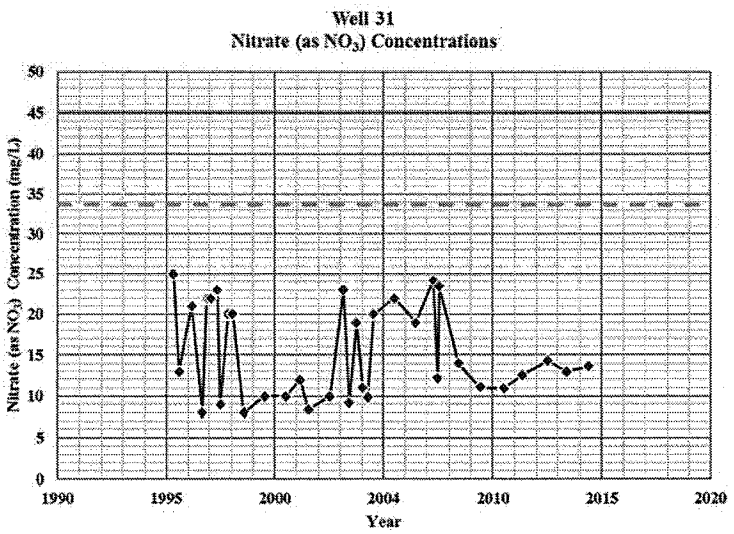
Arsenic

Arsenic concentrations have averaged 10.2 µg/L, exceeding the current MCL. Concentrations have ranged from 8 µg/L to 12 µg/L, with the most recent concentration of 10.5 µg/L reported in 2015.



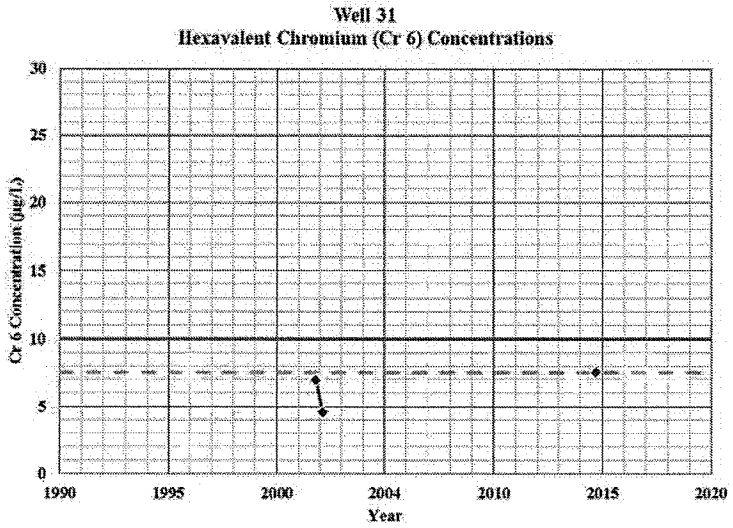
Nitrate (as NO_3)

Nitrate concentrations have remained below the MCL, ranging from 8 mg/L to 25 mg/L, with a relatively stable trend. The most recent concentration of 13.6 mg/L was recorded in 2014.



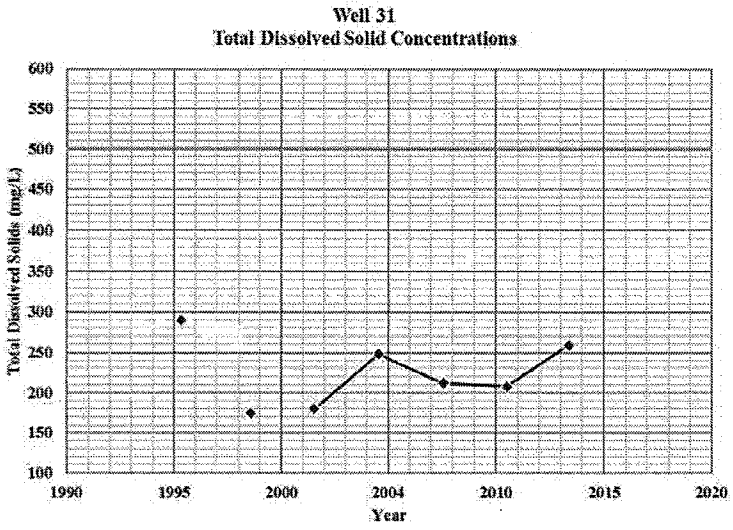
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 7.5 µg/L reported in 2014.



Total Dissolved Solids

TDS concentrations have ranged between 175 to 290 mg/L, with the most recent concentration of 259 mg/L reported in 2013.



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10.20 Well 32 (Stand-by)

Well Construction and Location

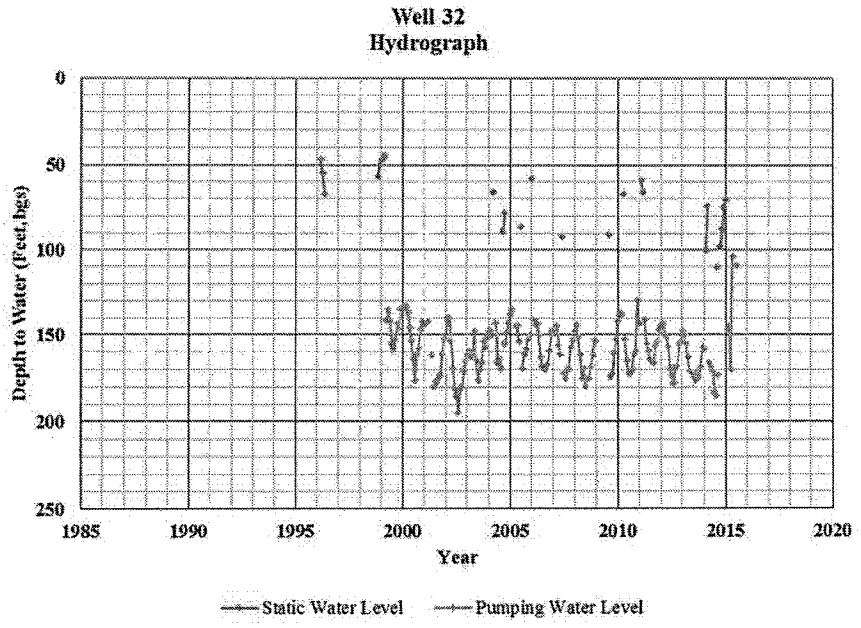
Well 32 is located at 1623 Alex Way, as shown in Figure 1. Well 32 was constructed by the reverse rotary drilling method in 1995, presently making this well 21 years old. A 32-inch diameter conductor casing and a cement sanitary seal were placed to a depth of 50 feet. Initially, an 18-inch diameter pilot borehole was drilled to a depth of 600 feet. The pilot hole was reamed to a depth of 525 feet with a diameter of 32-inches. The well structure consists of an 18.625-inch outside diameter with a 5/16-inch wall thickness well casing and screen assembly, with perforated intervals from 195 to 310 feet, 324 to 400 feet, and 470 to 515 feet (unknown pattern) with a well screen opening of 0.050-inch slot size. The annular space is filled with a Colorado Silica gravel envelope (6 x 20 gradation) from 525 to 185 feet, followed by a sand/cement grout annular seal from 185 feet to the ground surface. The original pilot hole was backfilled with Colorado Silica from a depth of 600 to 525 feet.

Well Equipment and Production

Well 32 is equipped with a 150 horsepower motor and a Peabody Floway submersible pump set to a depth of 240 feet. The well is reported to produce an average 1,580 gpm to the system, with a specific capacity of approximately 19 gpm/foot of drawdown. In 2014, Well 32 produced approximately 585,423,800 gallons of groundwater, about 9% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 32 since 1995 and include both static and pumping water level measurements, with the majority of the groundwater measurements reflecting pumping water levels. Limited static water level measurements, which are also likely influenced by recent pumping, reduce the ability to identify longer-term trends. The most recent spring high static groundwater level measurement was 70 feet (January 2015). Spring static water levels have declined by approximately 23 feet from January 1996 to March 2015 at a rate of approximately 1.2 feet per year.

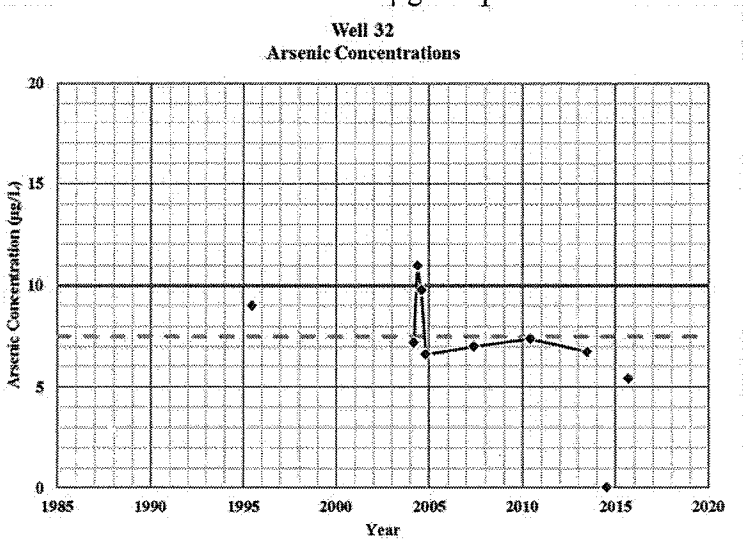


Water Quality

Water quality records indicate that the water produced from Well 32 nearly meets all DDW primary and secondary drinking water requirements, with the exception of nitrate (as NO_3). Well 32 is currently active, but is currently on stand-by status due to the elevated concentrations of nitrate that are near or in exceedance of the MCL.

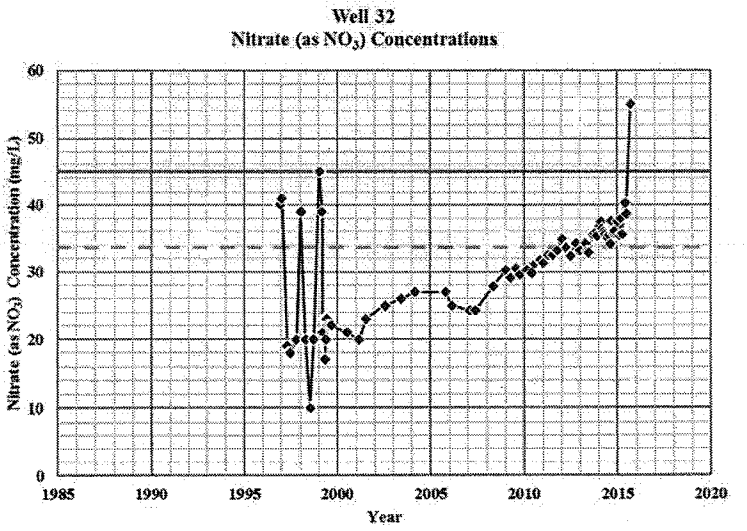
Arsenic

Historic arsenic concentrations have remained below the MCL, with an exception in 2004 where concentrations spiked to 11 µg/L. Arsenic concentrations have ranged from non-detectable to 11 µg/L, with the most recent concentration of 5.4 µg/L reported in 2015.



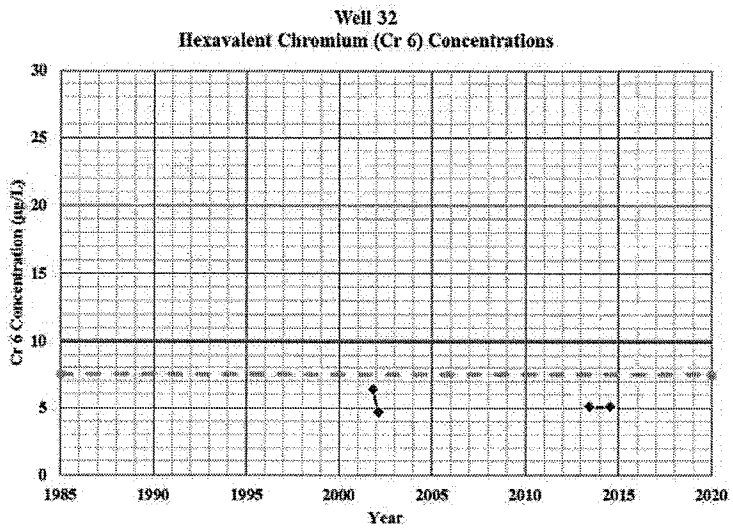
Nitrate (as NO_3)

Between 1996 and 2000, nitrate (as NO_3) concentrations fluctuated between 10 mg/L and 45 mg/L. From 2000 to 2015, concentrations became more stable, but increased toward the MCL, with the most recent concentration of 55 mg/L reported in 2015. Temporary spikes in nitrate concentrations indicate that when this well is idle, groundwater moves from shallow aquifers downward into the deeper aquifers.



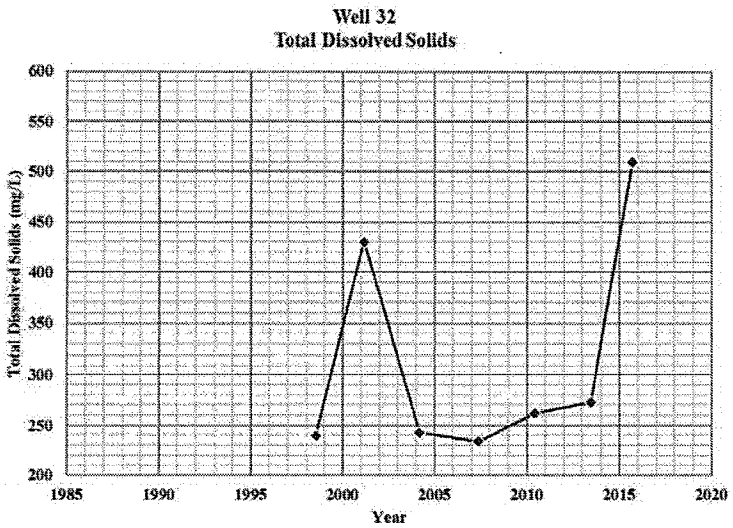
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 5.1 µg/L reported in 2014.



Total Dissolved Solids

TDS concentrations have generally been low, but have fluctuated between 230 to 430 mg/L. The most recent concentration of 510 mg/L was reported in 2015, a significant increase from the 2013 reported concentration of 273 mg/L. Elevated concentrations are likely a result of downward migration of shallow groundwater when this well is idle.



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10.21 Well 33 (Active)

Well Location and Construction

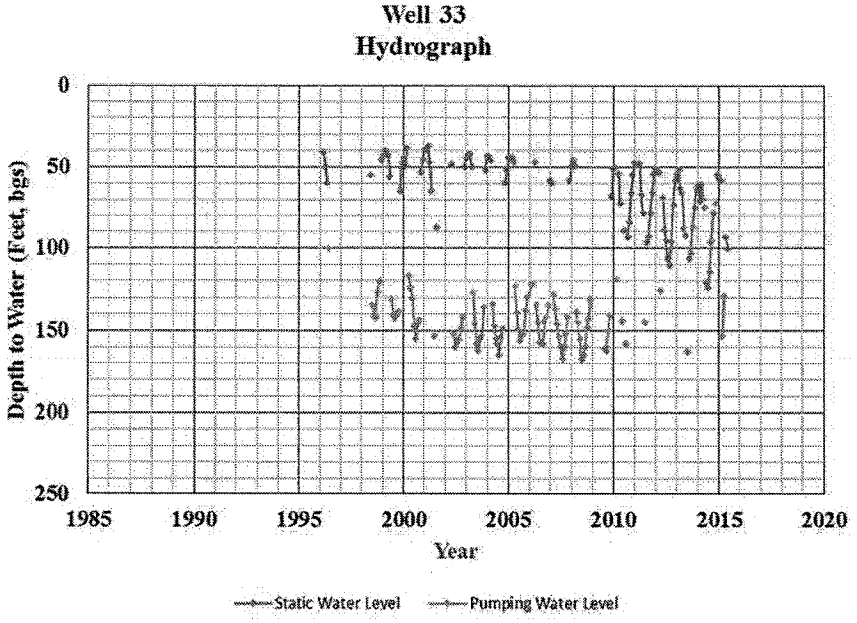
Well 33 is located at 500 S. Berkeley Avenue on the southwest corner of Sunnyview Park as shown in Figure 1. Well 33 was constructed by the reverse rotary drilling method in 1995, presently making this well 21 years old. An 18-inch diameter pilot borehole was drilled to a depth of 610 feet. A 32-inch diameter conductor casing and a cement sanitary seal were placed to a depth of 50 feet. The pilot hole was reamed to a diameter of 30-inches to a depth of 450 feet. The well structure consists of an 18.625-inch outside diameter with 5/16-inch wall thickness to a depth of 450 feet, with perforated screen intervals (unspecified screen pattern) with 0.070-inch slot size from 150 to 170 feet, 185 to 200 feet, 220 to 236 feet, 250 to 260 feet, 275 to 336 feet, 350 to 370 feet, and 424 to 440 feet. The annular space, including the 18-inch pilot hole, was filled with a graded gravel envelope (4 x 20 Colorado Silica) from the total depth to a depth of 140 feet, followed by a cement annular seal from 140 feet to the ground surface.

Well Equipment/Production

Well 33 is equipped with a 200 horsepower motor and a Floway vertical turbine oil-lubricated pump set to a depth of 180 feet. The well is reported to produce an average 2,200 gpm to the system, with a specific capacity of approximately 76 gpm/foot of drawdown. In 2014, Well 33 produced approximately 378,014,000 gallons of groundwater, approximately 6% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 33 since 1996 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 58 feet (February 2015). Spring static water levels have declined by approximately 17 feet from March 1996 to February 2015 at a rate of approximately 1 foot per year.

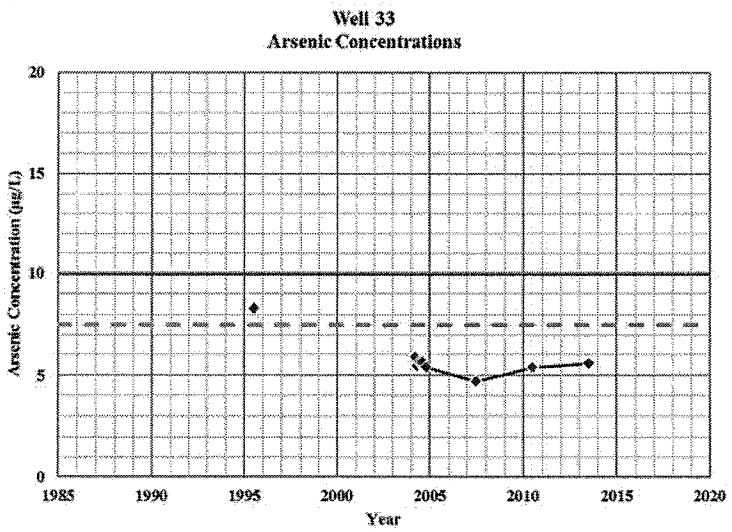


Water Quality

Water quality records indicate that the water produced from Well 33 meets all DDW primary and secondary drinking water requirements. Well 33 is currently active and provides untreated water to the system.

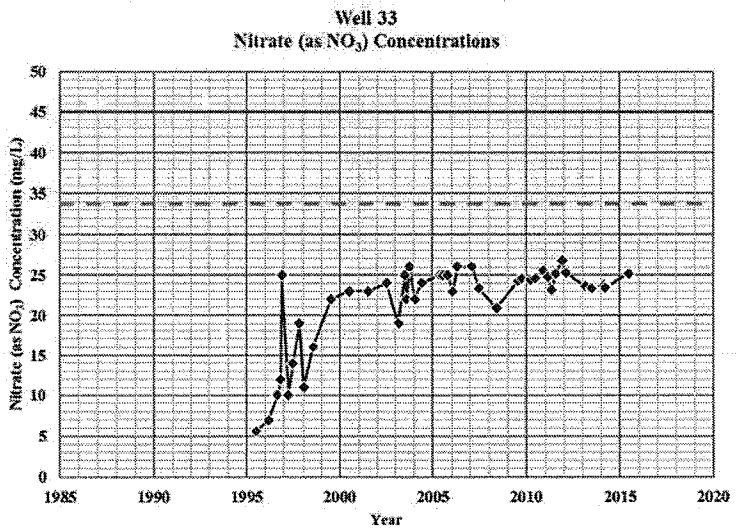
Arsenic

Historic arsenic concentrations appear to be stable and have remained below the MCL, ranging between 4.8 to 8.3 µg/L. The most recent concentration of 5.6 µg/L was reported in 2015.



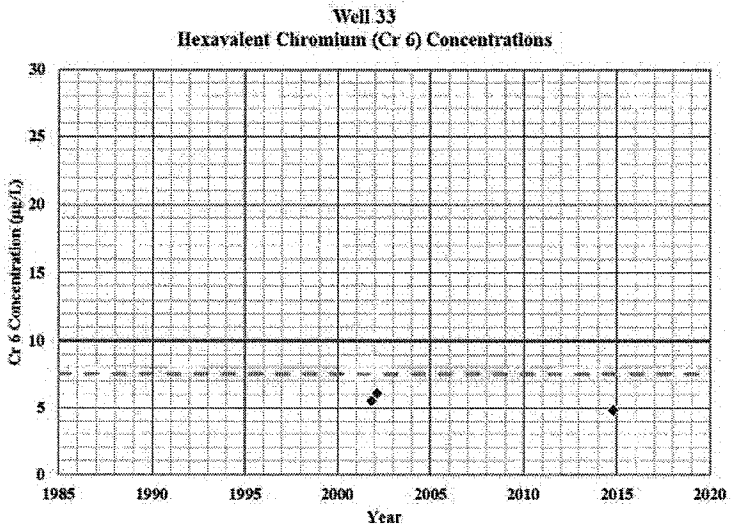
Nitrate (as NO3)

Nitrate concentrations have ranged from 5.5 to 26.8 mg/L. The overall trend suggests that from 1995 through 2000, concentrations increased at a rate of approximately 3.5 mg/L per year. From 2000 through 2015, the rate of increase reduced to less than 0.5 mg/L and appears to be relatively stable. The most recent concentration of 25.2 mg/L was reported in 2015.



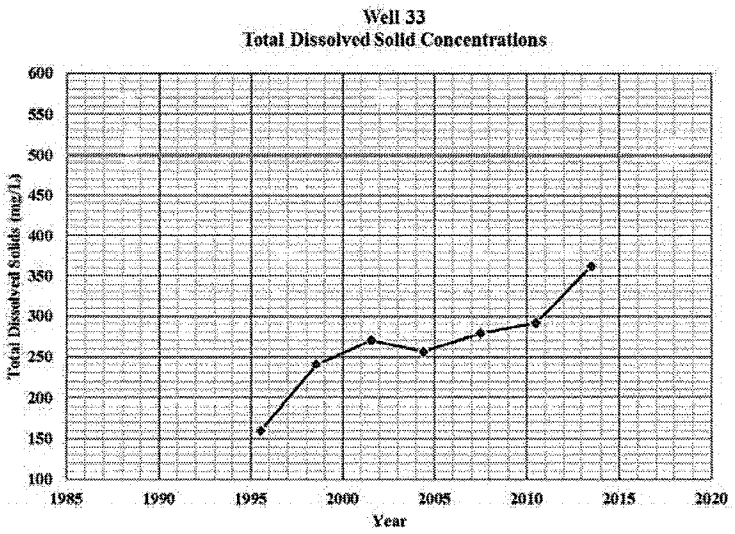
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 4.8 µg/L reported in 2014.



Total Dissolved Solids

TDS concentrations are below the Recommended Limit of 500 mg/L. However, the concentration has been increasing over the period of record at a rate of approximately 10 mg/L per year. If this trend continues, water produced from Well 33 could exceed the Recommended Limit in approximately 14 years. The most recent concentration of 362 mg/L was reported in 2013.



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10.22 Well 34 (Active)

Well Construction

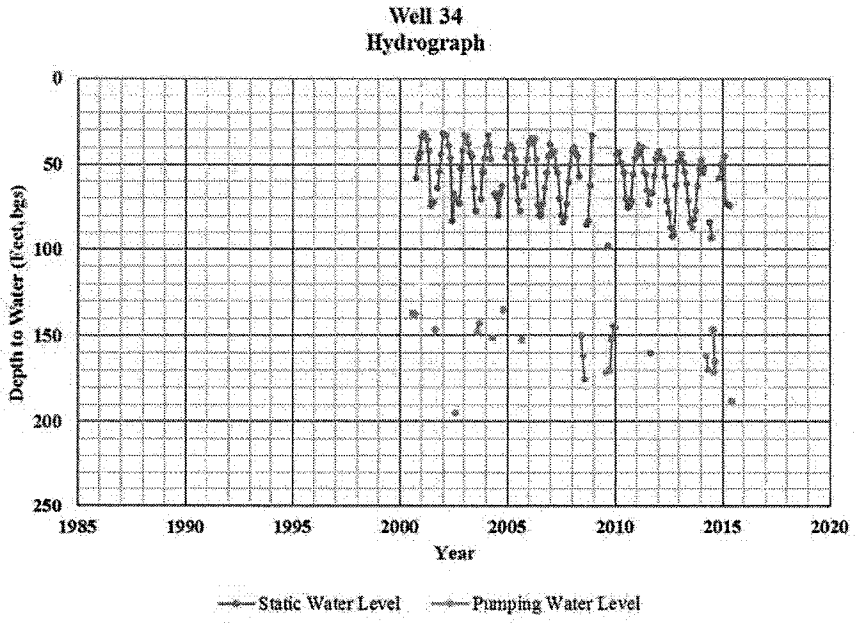
Well 34 is located at 6000 Dianne Drive as shown in Figure 1. Well 34 was constructed by the reverse rotary method in 1999, presently making this well 17 years old. A pilot borehole was drilled to a depth of 602 feet. A 32-inch diameter conductor casing and cement sanitary seal were placed to a depth of 50 feet. The pilot hole was reamed to a diameter of 30-inches to a depth of 430 feet. The well structure consists of an 18.625-inch outside diameter well casing with 5/16-inch wall thickness to a depth of 430 feet, with perforated screen intervals (unspecified screen pattern) with 0.040-inch slot size from 305 to 410. The annular space was filled with a graded gravel envelope (8 x 30) from the total depth to 295 feet, followed by a cement annular seal from 295 feet to the ground surface.

Well Equipment and Production

Well 34 is equipped with a 125 horsepower G.E. motor and a vertical turbine oil-lubricated pump set to a depth of 230 feet. The well is reported to produce an average 997 gpm to the system, with a specific capacity of approximately 9 gpm/foot of drawdown. In 2014, Well 34 produced approximately 281,757,000 gallons of groundwater, approximately 4% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 34 since 2000 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 45 feet (February 2015). Spring static water levels have declined by approximately 13 feet from February 2001 to February 2015 at a rate of approximately 1 foot per year.

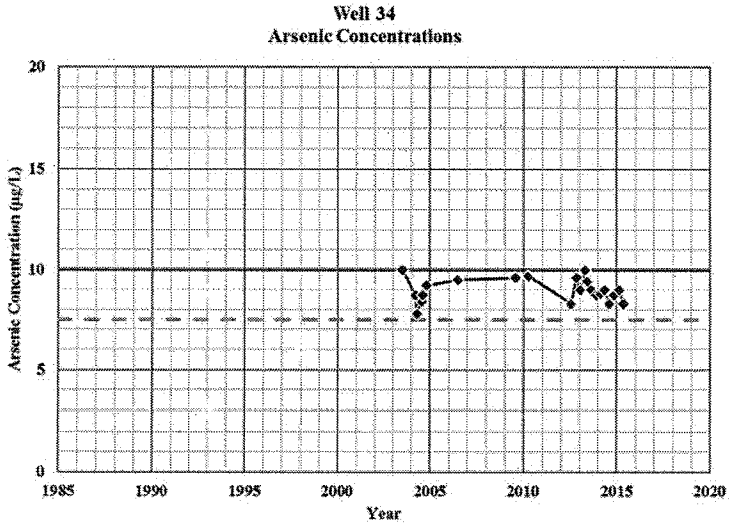


Water Quality

Water quality records indicate that the water produced from Well 34 meets all DDW primary and secondary drinking water requirements. Well 34 is currently active and provides untreated water to the system.

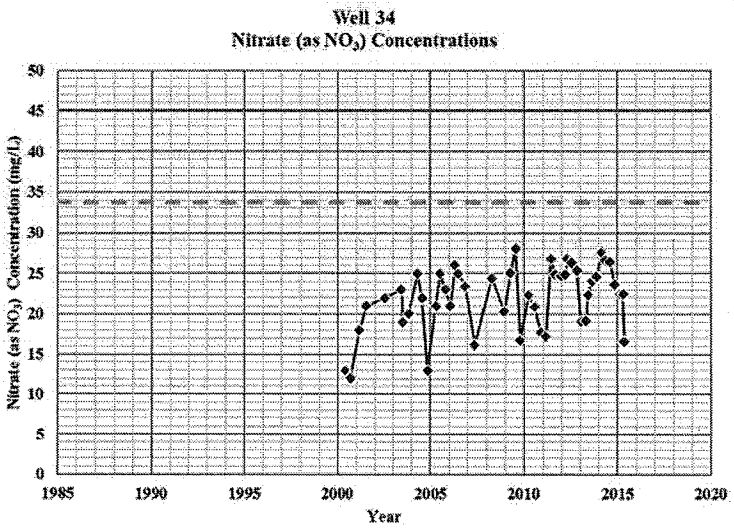
Arsenic

Historic arsenic concentrations have been at or below the MCL, ranging from 7.8 to 10 µg/L. The overall trend appears to be relatively stable, with the most recent concentration of 8.3 µg/L reported in 2015.



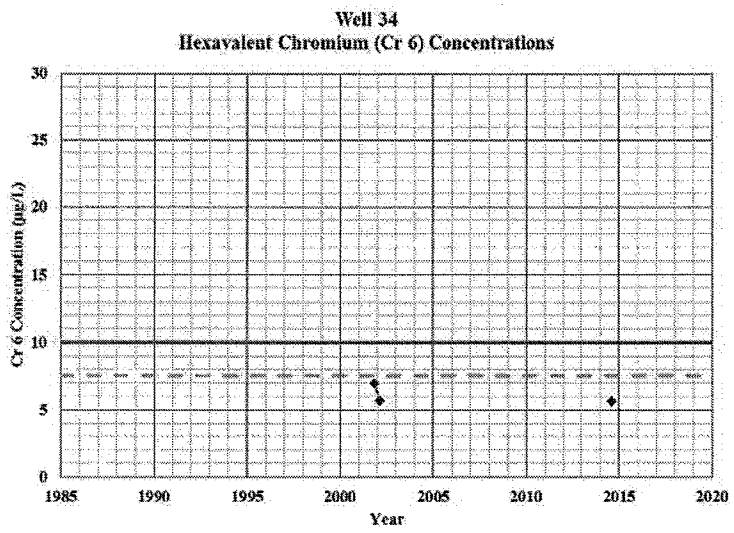
Nitrate (as NO_3)

Nitrate concentrations have remained below the MCL, but indicate an overall increasing trend. Concentrations appear to fluctuate throughout the year, but do not appear to be correlated with the time of year (i.e. spring/summer, fall/winter). Over the period of record, concentrations have ranged from 12 to 28 mg/L, with the most recent concentration of 22.5 mg/L reported in 2015.



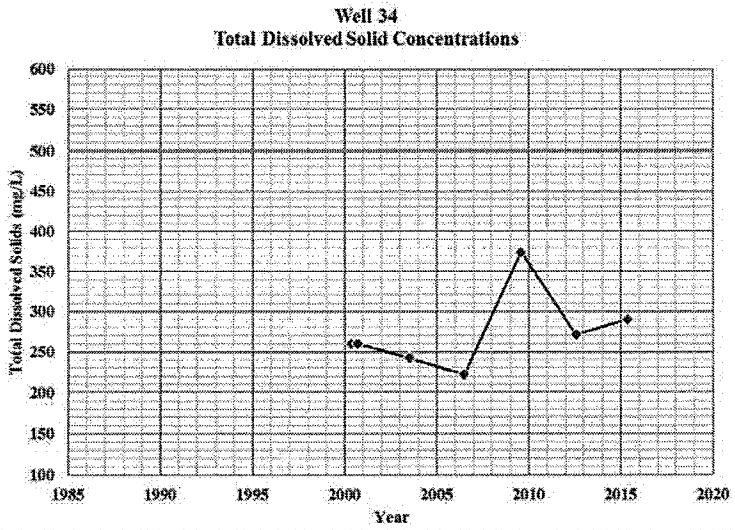
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 5.6 µg/L reported in 2014.



Total Dissolved Solids

Concentrations of TDS have increased at a rate of 2 mg/L per year over the period of record from 220 to 372 mg/L. The most recent TDS concentration was 290 mg/L reported in 2015, below the Recommended Limit for potable supply.



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10.23 Well 35 (Active)

Well Construction

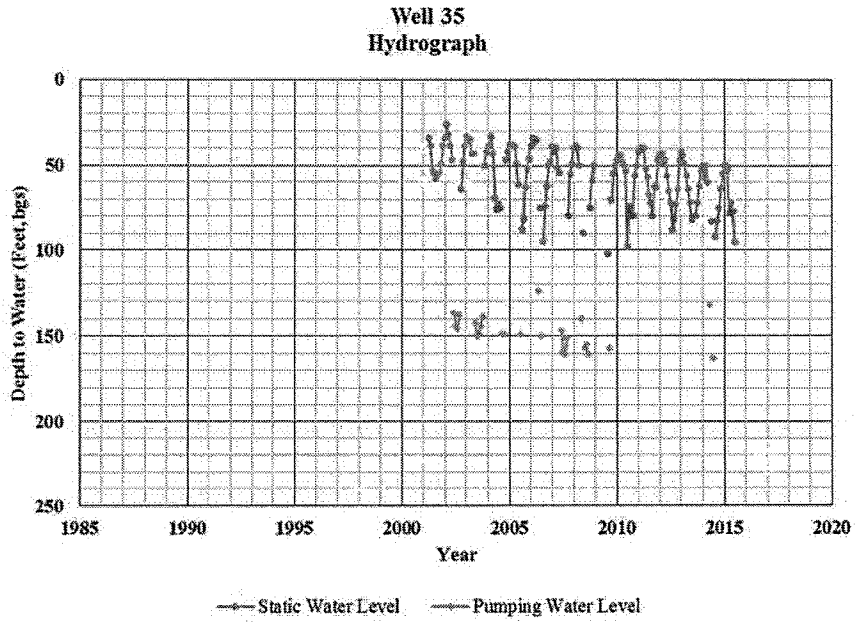
Well 35 is located at 3089 North Tegner Road as shown in Figure 1. Well 35 was constructed by the reverse rotary drilling method in 1999, presently making this well 17 years old. A pilot hole was drilled to a total depth of 600 feet. A 32-inch diameter conductor casing and cement sanitary seal were placed from the ground surface to a depth of 50 feet. The pilot hole was reamed to a diameter of 30-inches to a depth of 495 feet. The well structure consists of an 18.625-inch outside diameter well casing with a wall thickness of 5/16-inches to a depth of 495 feet, with a single perforated interval (unspecified screen pattern) and unknown slot size from 205 to 485 feet. The annular space was filled with a graded gravel envelope (5/16 x 16) from the total depth to 185 feet, followed by a cement annular seal from 185 feet to the ground surface. The pilot hole below a depth of 495 is filled with an unspecified material.

Well Equipment and Production

Well 35 is equipped with a 250 horsepower motor with a Sterling-Peerless vertical turbine water-lubricated pump set to a depth of 200 feet. The well is reported to produce an average of 1,665 gpm to the system, with a specific capacity of approximately 24 gpm/ft of drawdown. In 2014, Well 35 produced approximately 62,905,000 gallons of groundwater, approximately 1% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 35 since 2001 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 50 feet (February 2015). Spring static water levels have declined by approximately 16 feet from April 2001 to February 2015 at a rate of approximately just over one foot per year.

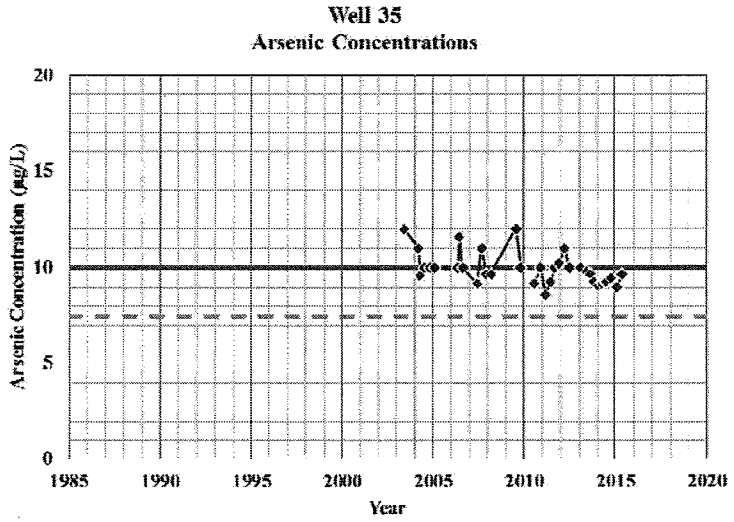


Water Quality

Water quality records indicate that the water produced from Well 35 meets all DDW primary and secondary drinking water requirements. Well 35 is currently active and provides untreated water to the system.

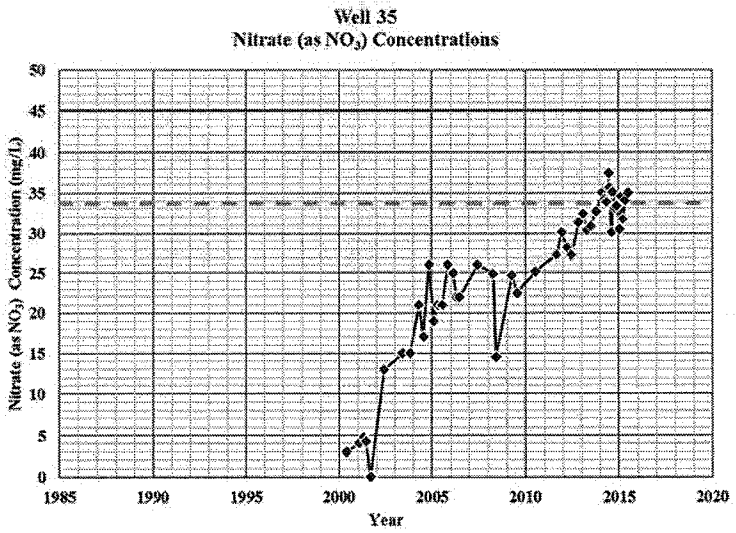
Arsenic

Concentrations of arsenic have fluctuated over the period of record, often exceeding the current MCL. Concentrations have ranged from 8.6 to 12 µg/L; however, since 2013, arsenic concentrations have remained below the MCL with the latest concentration of 9.7 µg/L reported in 2015.



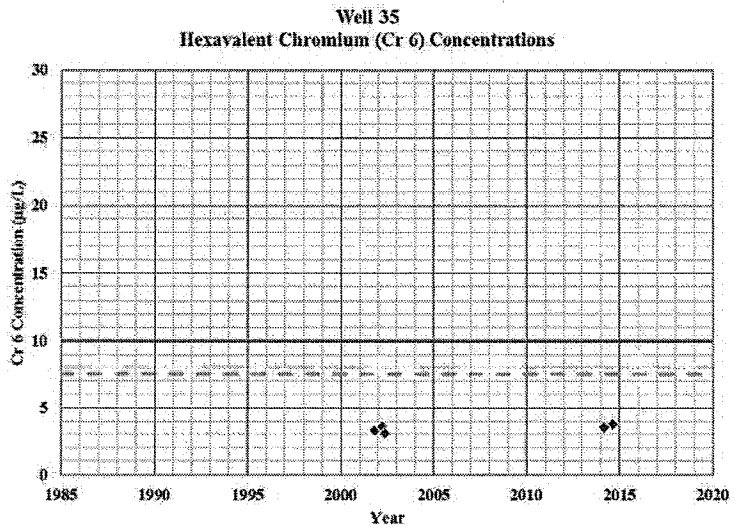
Nitrate (as NO_3)

Concentrations of nitrate over the period of record indicate seasonal fluctuations as well as an overall increasing trend. Concentrations have increased approximately 2 mg/L per year from 3 mg/L (2001) to a concentration of 35 mg/L (2015).



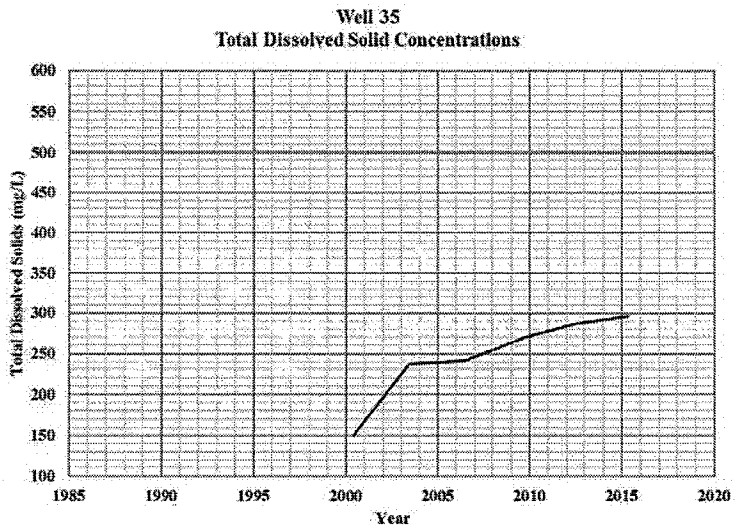
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 5.6 µg/L reported in 2014. Between 2002 and 2014, the concentrations appear to be stable; however, there are limited data between the two sampling years.



Total Dissolved Solids

Concentrations of TDS have ranged from 150 to 296 mg/L over the period of record and indicate an overall increasing trend at a rate of 10 mg/L per year. The most recent TDS concentration was 296 mg/L reported in 2015, below the Recommended Limit for potable supply.



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10.24 Well 36 (Active)

Well Location and Construction

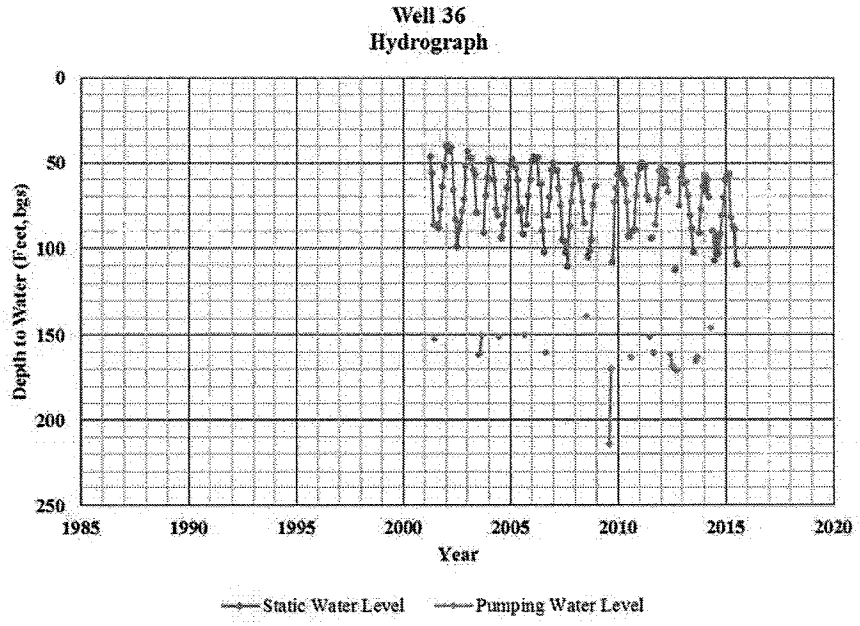
Well 36 is located at 1350 Fulkerth Road on the northeast corner of Summerfaire Park as shown in Figure 1. Well 35 was constructed by the reverse rotary drilling method in 2000, presently making this well 16 years old. A 32-inch diameter conductor casing and cement sanitary seal were placed from the ground surface to a depth of 51 feet. A 30-inch diameter borehole was drilled to a total depth of 585 feet. The well structure consists of an 18.625-inch outside diameter well casing with a wall thickness of 5/16-inches to a depth of 580 feet, with perforated intervals (unspecified screen pattern) of 0.070-inch slot size from 290 to 335 feet, 365 to 385 feet, 395 to 405 feet, 415 to 440 feet, 450 to 460 feet, 510 to 535 feet, and 545 to 570 feet. The annular space is filled with a gravel envelope (unspecified gradation) from the total depth to 270 feet, followed by a cement annular seal from 270 feet to the ground surface.

Well Equipment and Production

Well 36 is equipped with a 200 horsepower motor and a Fairbanks Morris oil-lubricated pump set to a depth of 250 feet. The well is reported to produce an average of 2,013 gpm to the system, with a specific capacity of approximately 54 gpm/foot of drawdown. In 2014, Well 35 produced approximately 18,394,000 gallons of groundwater, less than 1% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 36 since 2001 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 57 feet (March 2015). Spring static water levels have declined by approximately 11 feet from April 2001 to March 2015 at a rate of approximately just under one foot per year.

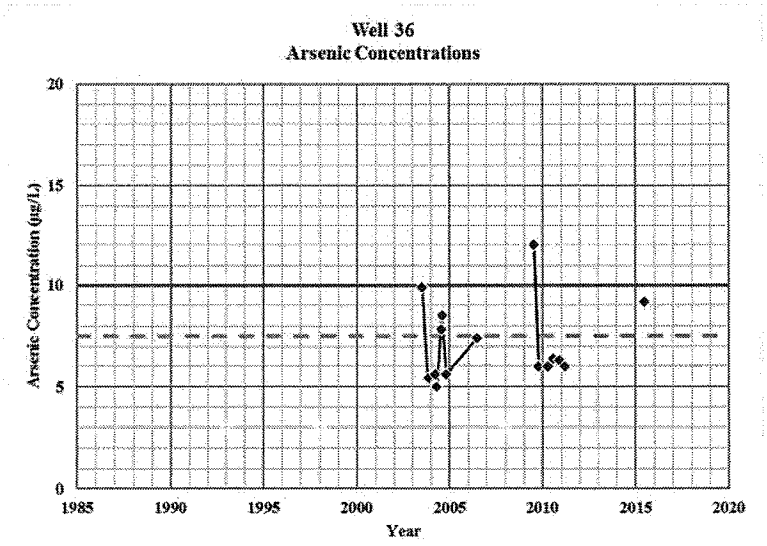


Water Quality

Water quality records indicate that the water produced from Well 36 meets all DDW primary and secondary drinking water requirements. Well 36 is currently active and provides untreated water to the system.

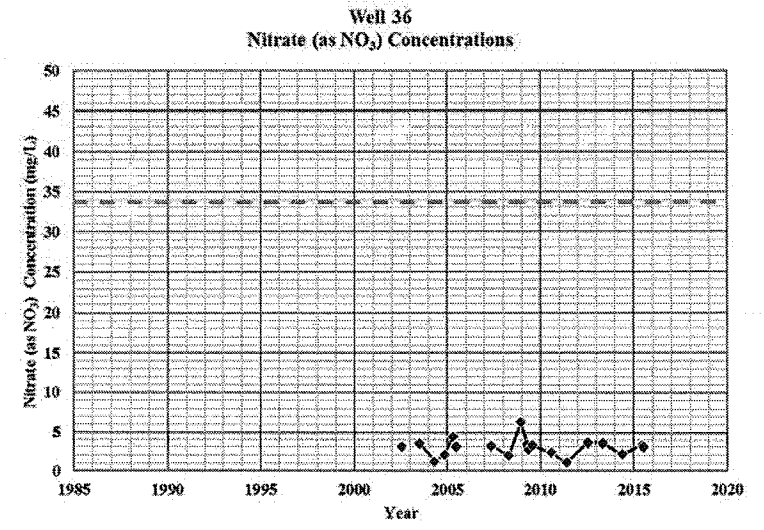
Arsenic

Historic arsenic concentrations have fluctuated widely from 5 to 12 µg/L, exceeding the current MCL on one sampling event. The most recent concentration of 9.1 µg/L was reported in 2015. There appears to be inter-aquifer movement within this well, which may explain the fluctuations in arsenic.



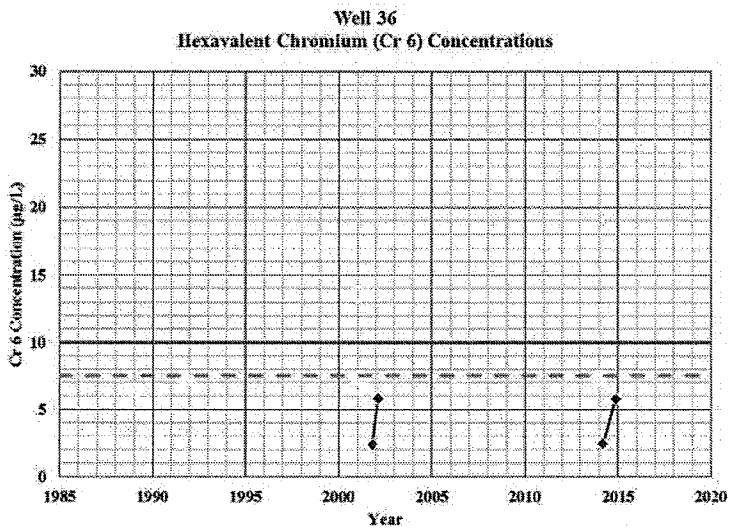
Nitrate (as NO_3)

Nitrate concentrations have maintained a stable trend below the MCL for the period of record. Concentrations have ranged between 1 mg/L and 6.4 mg/L, with the most recent concentration of 3.1 mg/L reported in 2015.



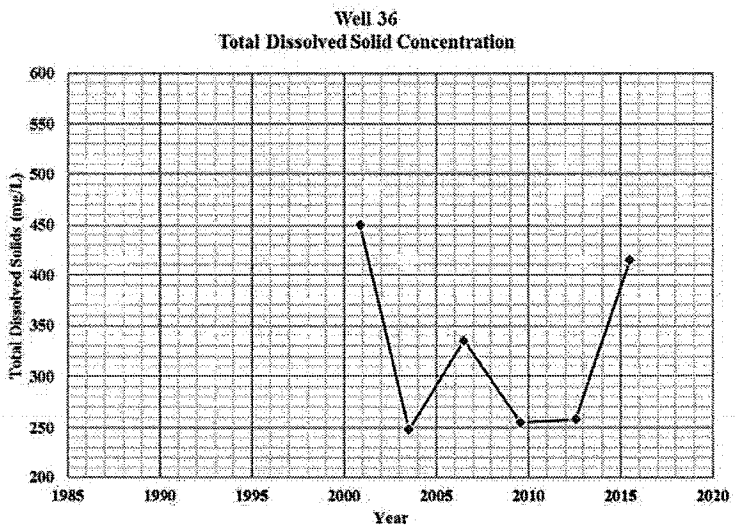
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 5.8 µg/L reported in 2014. Well 36 has been sampled for Cr^{6+} on four different dates, with two sampling events clustered near each other. Each sampling event indicates a fluctuation in concentration of approximately 3.5 µg/L, likely within the laboratory reporting error allowed by testing methods.



Total Dissolved Solids

TDS concentrations have fluctuated over the period of record, with concentrations ranging between 248 to 450 mg/L. The most recent concentration of 415 mg/L was reported in 2015, below the Recommended Limit of 500 mg/L. There appears to be inter-aquifer movement within this well, which may explain the fluctuations in TDS.



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10.25 Well 37 (Active)

Well Location and Construction

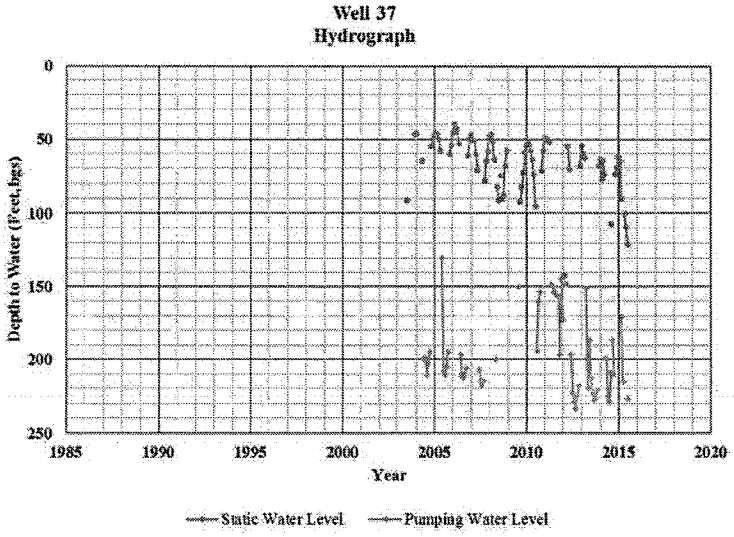
Well 37 is located on the northeast corner of 4510 Crowell Road as shown in Figure 1. Well 37 was constructed by the reverse rotary drilling method in 2003, presently making this well 13 years old. A 32-inch diameter conductor casing and sanitary seal was placed from the ground surface to a depth of 50 feet. The borehole was drilled to a total depth of 605 feet. The well structure consists of an 18.625-inch outside diameter well casing with a wall thickness of 5/16-inches to a depth of 580 feet, with perforated intervals (unspecified screen pattern) of 0.070-inch slot size from 285 to 570 feet. The annular space is filled with a gravel envelope (unspecified gradation) from the total depth to 265 feet. Bentonite seals were placed from a depth 595 to 593 feet and 265 to 260 feet. A cement annular seal was placed from 260 feet to the ground surface. The lower bentonite seal was likely placed due to poorer water quality with respect to total dissolved solids in the lower portion of the borehole.

Well Equipment and Production

Well 37 is equipped with a 350 horsepower motor and an American Marsh line-shaft oil-lubricated pump set to a depth of 270 feet. In 2014, the well was reported to produce an average 2,983 gpm to the system, with a specific capacity of approximately 25 gpm/ft of drawdown. Well 37 produced approximately 639,634,000 gallons of groundwater, approximately 10% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 37 since 2003 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 62 feet (January 2015). Spring static water levels have declined by approximately 16 feet from January 2004 to January 2015 at a rate of approximately 1.5 feet per year.

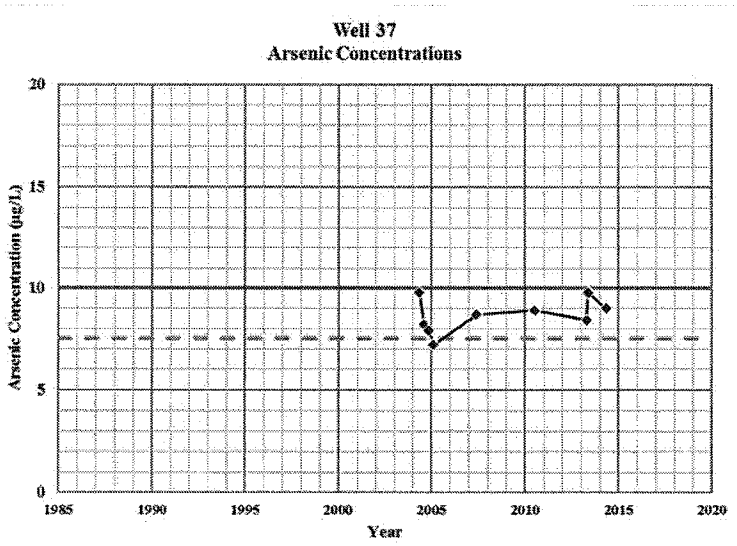


Water Quality

Water quality records indicate that the water produced from Well 37 meets all DDW primary and secondary drinking water requirements. Well 37 is currently active and provides untreated water to the system.

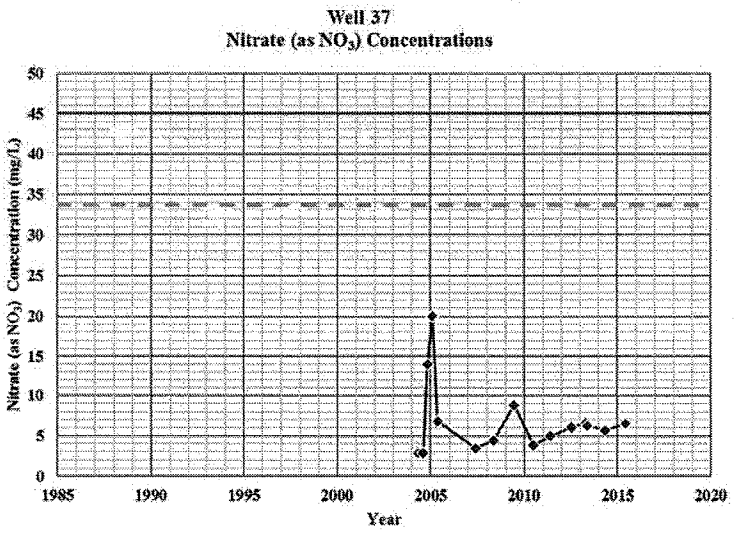
Arsenic

Historic arsenic concentrations have remained below the MCL, but are within 75% of the MCL over the period of record. Concentrations have ranged between 7.1 to 9.9 µg/L, with the most recent concentration of 9 µg/L reported in 2014. It appears that arsenic is relatively stable at these concentrations.



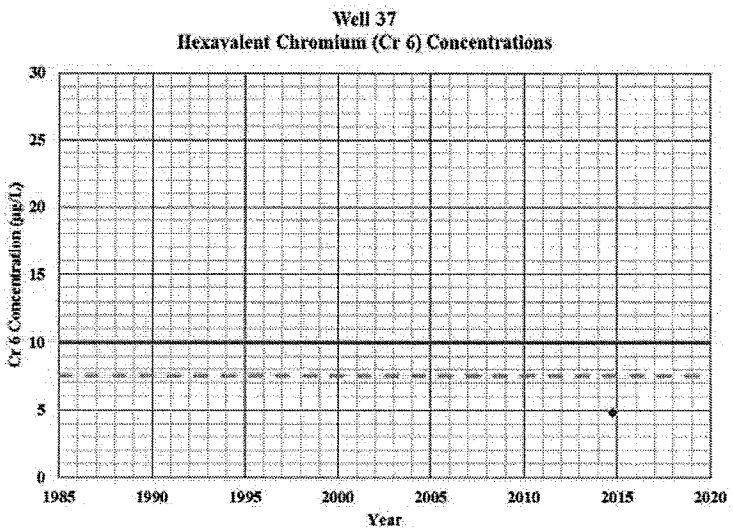
Nitrate (as NO_3)

Concentrations have ranged from 3 to 20 mg/L, with a spike to 20 mg/L occurring in 2005. Nitrate has remained below the MCL, but has shown a slight increase by 5 mg/L per year over the period of record. The most recent concentration of 6.6 mg/L was reported in 2015.



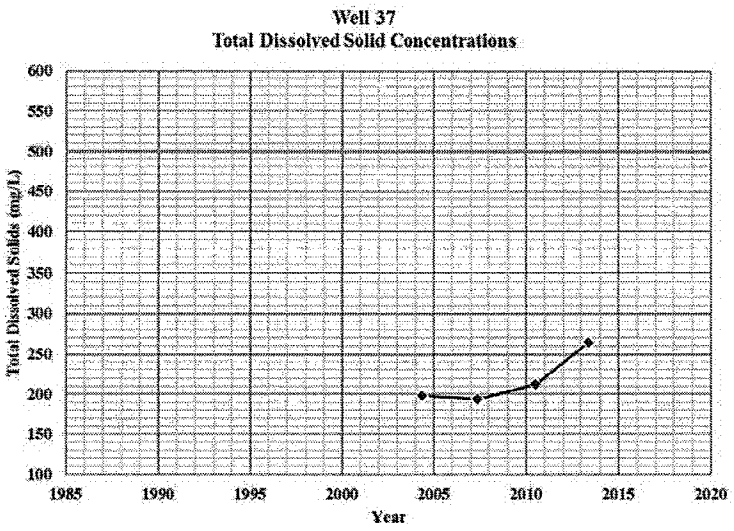
Hexavalent Chromium

Concentrations of Cr^{6+} are below the MCL, with the most recent concentration of 4.8 µg/L reported in 2014.



Total Dissolved Solids

Concentrations of TDS have remained below the Recommended Limit of 500 mg/L. As shown below, concentrations have shown an increase over the period of record from 198 mg/L in 2004 to 265 mg/L in 2015.



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10.26 Well 38 (Inactive)

Well Location and Construction

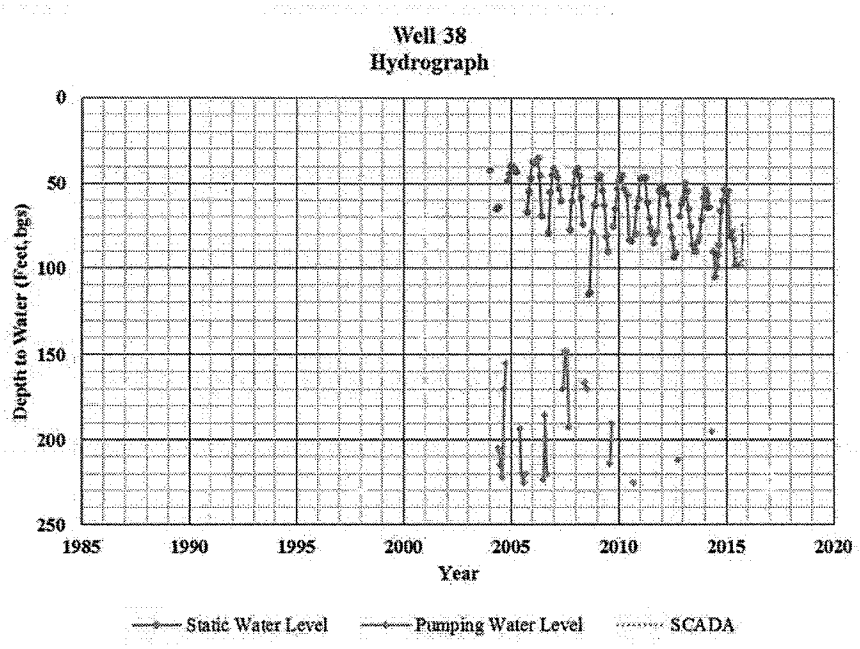
Well 38 is located at 2919 W. Christoffersen Parkway as shown in Figure 1. Well 37 was constructed by the reverse rotary drilling method in 2003, presently making this well 13 years old. A 32-inch diameter conductor casing and cement sanitary seal were placed from the ground surface to a depth of 50 feet. A 30-inch diameter borehole was drilled to a total depth of 617 feet. The well casing consists of an 18.625-inch outside diameter with a wall thickness of 5/16-inches to a depth of 615 feet, with a single perforated interval (unspecified screen pattern) of 0.060-inch slot size from 285 to 595 feet. The annular space was filled with a gravel envelope (unspecified gradation) from the total depth to 260 feet, followed by a bentonite seal from 260 to 255 feet and a cement annular seal from 255 feet to the ground surface.

Well Equipment and Production

Well 38 is equipped with a 350 horsepower motor and an American March oil-lubricated vertical line-shaft turbine and the pump set to a depth of 270 feet. In 2014, the well is reported to produce an average 2,793 gpm to the system, with a specific capacity of approximately 19 gpm/foot of drawdown. Well 38 produced approximately 30,858,000 gallons of groundwater, less than 1% of the total well field production

Groundwater Levels

Groundwater levels have been measured in Well 38 since 2004 and include both static and pumping water level measurements. The most recent spring high static groundwater level measurement was 54 feet (January 2015). Spring static water levels have declined by approximately 12 feet from January 2004 to January 2015 at a rate of approximately one foot per year.

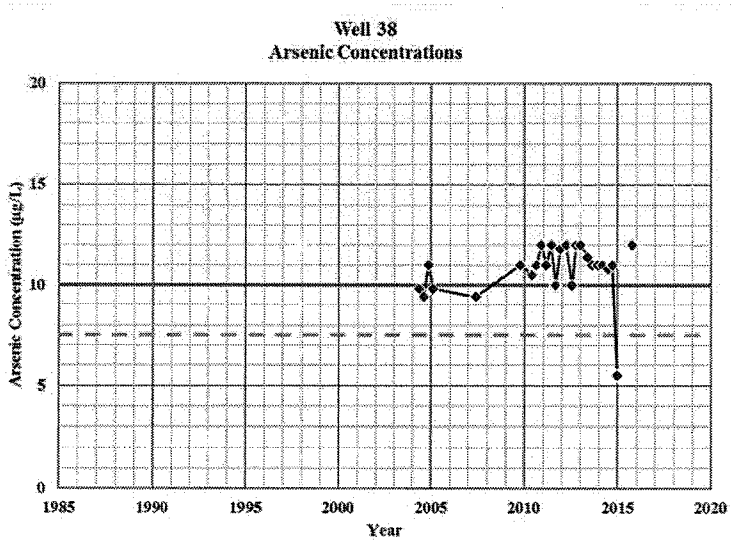


Water Quality

Water quality records indicate that the water produced from Well 38 meets all DDW primary and secondary drinking water requirements, with the exception of arsenic. Well 38 is classified as active, but is currently offline due to elevated concentrations of arsenic above the MCL>

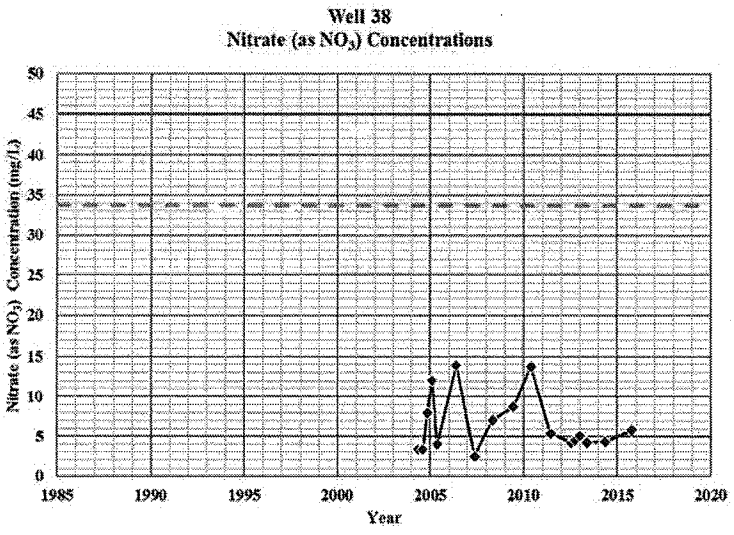
Arsenic

Water produced from Well 38 has consistently produced water with concentrations near or above the MCL of 10 µg/L over the period of record. Concentrations have ranged from 9.4 µg/L to 12 µg/L, with one result of 5.5 µg/L. The most recent concentration of 12 µg/L was reported in 2015.



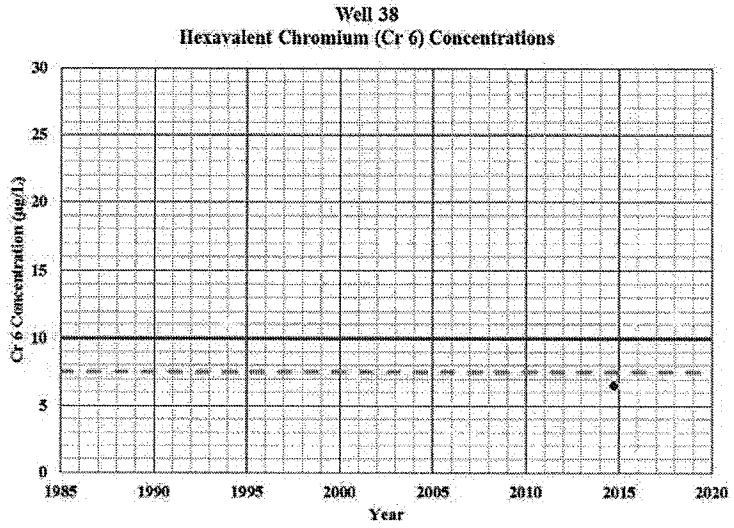
Nitrate (as NO_3)

Between 2004 and 2011, nitrate concentrations fluctuated between 2.5 mg/L and 14 mg/L, before becoming relatively stable from 2011 through 2015. The most recent concentration of 5.8 mg/L was reported in 2015.



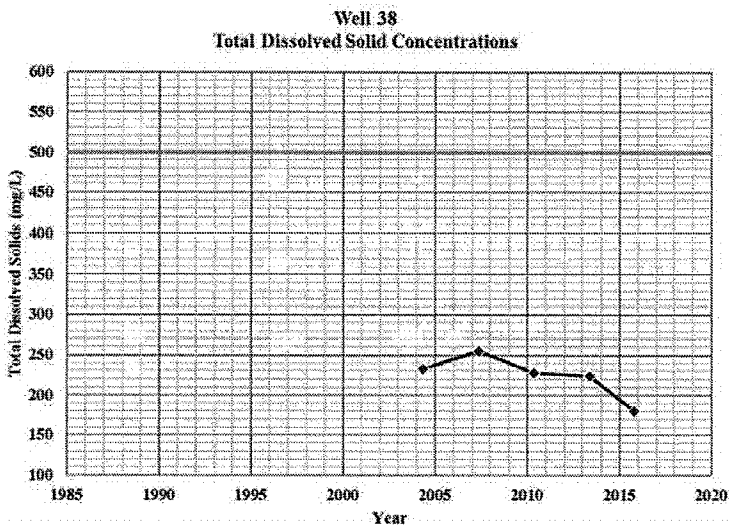
Hexavalent Chromium

Cr^{6+} has only been sampled for once in Well 38. The concentration of 6.5 µg/L is below the MCL of 10 µg/L.



Total Dissolved Solids

TDS concentrations of have ranged between 255 mg/L and 180 mg/L, decreasing over the period of record at a rate of 5 mg/L per year. The most recent concentration of 180 mg/L was reported in 2015. This trend is contrary to the trends observed in the rest of the City's well field.



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10.27 Well 39 (Active)

Well Location and Construction

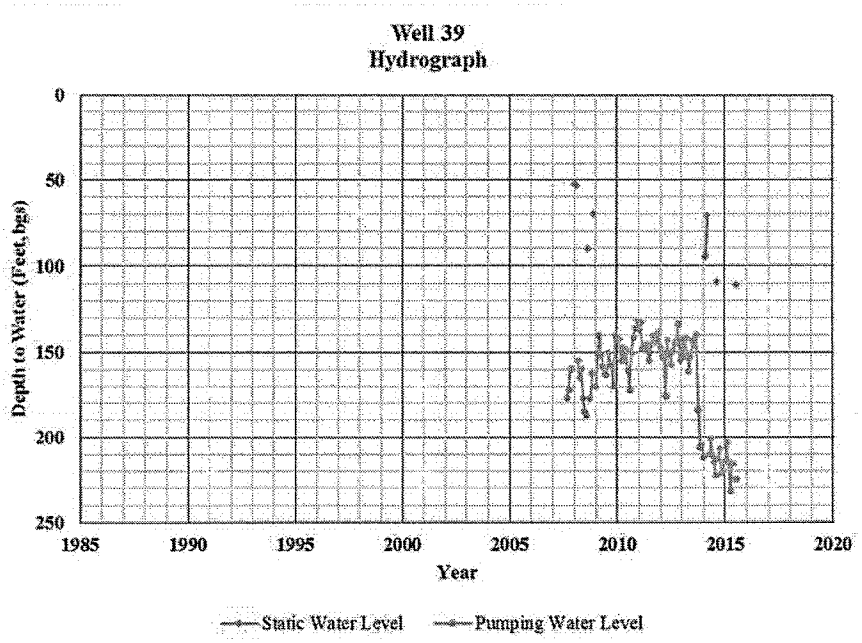
Well 39 is located at 3900 Wellington Lane as shown in Figure 1. The well was constructed by the reverse rotary drilling method in 2006, presently making this well 10 years old. A 32-inch diameter conductor casing and cement sanitary seal were placed from the ground surface to a depth of 50 feet. A 30-inch diameter borehole was drilled to a total depth of 380 feet. The well structure consists of an 18-inch outside diameter copper bearing well casing with a wall thickness of 5/16-inches to a depth of 375 feet, with a single louvered well screen interval with 0.045-inch slot size from a depth of 250 to 365 feet. The annular space was filled with a graded gravel envelope (8 x 20) from the total depth to 235 feet, followed by a cement annular seal from 235 feet to the ground surface.

Well Equipment and Production

Well 39 is equipped with a 125 horsepower Fairbanks/Morse motor with an oil-lubricated line-shaft pump set to a depth of 300 feet. In 2014, the well was reported to produce an average 715 gpm to the system, with a specific capacity of approximately 6 gpm/ft of drawdown. Well 39 produced approximately 390,577,000 gallons of groundwater, approximately 6% of the total well field production.

Groundwater Levels

Groundwater levels have been measured in Well 39 since 2007 and include both static and pumping water level measurements, with the majority of measurements collected while the pump was operating. Static groundwater level trends are difficult to ascertain due to Well 39 operating on almost a continuous cycle; however, in September 2013, pumping water levels dropped by over 60 feet. Reported static water levels also declined; however, it is difficult to determine if the water level was allowed to fully recover to pre-pumping conditions prior to the measurement.

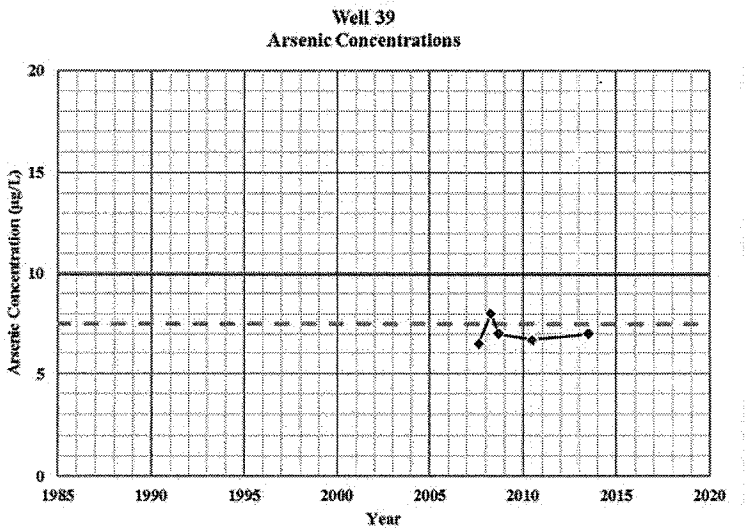


Water Quality

Water quality records indicate that the water produced from Well 39 meets all DDW primary and secondary drinking water requirements. Well 39 is currently active and provides untreated water to the system.

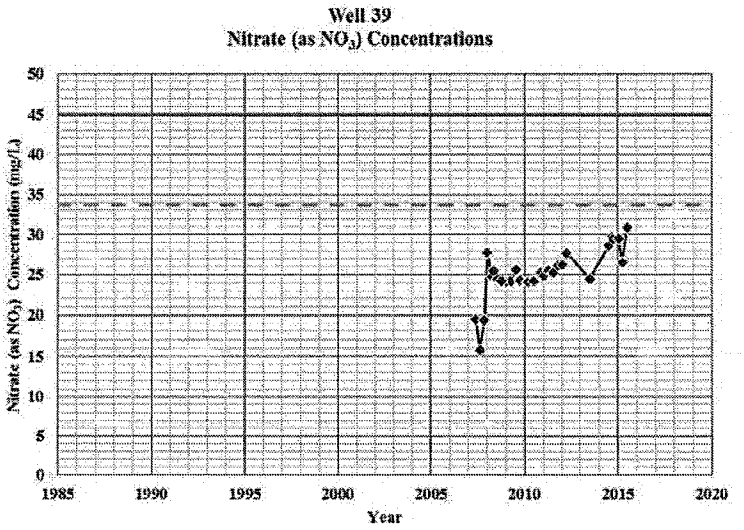
Arsenic

Concentrations of arsenic have ranged between 6.5 µg/L and 8.0 µg/L over the period of record and appear to be relatively stable. The most recent concentration of 7.0 µg/L was reported in 2013.



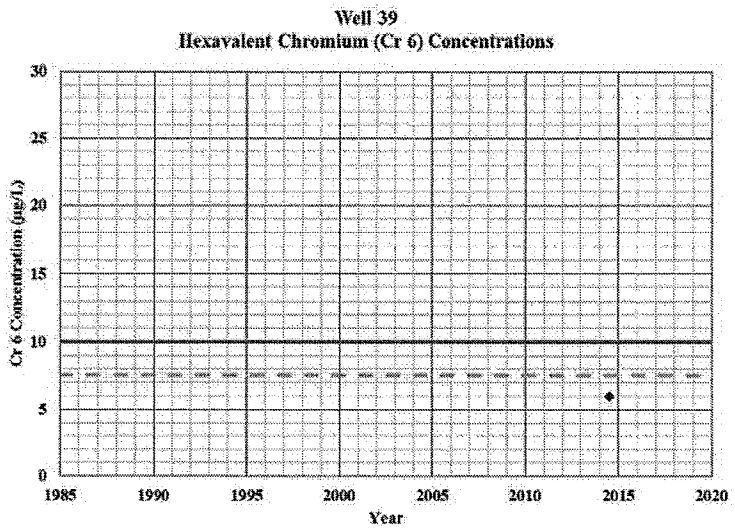
Nitrate (as NO_3)

Nitrate concentrations have remained below the MCL over the period of record, but indicate an overall increasing trend with values fluctuating between 16 mg/L and 31 mg/L. Concentrations are increasing at an average rate of approximately two mg/L per year. The most recent reported concentration of 30.9 mg/L was reported in 2015.



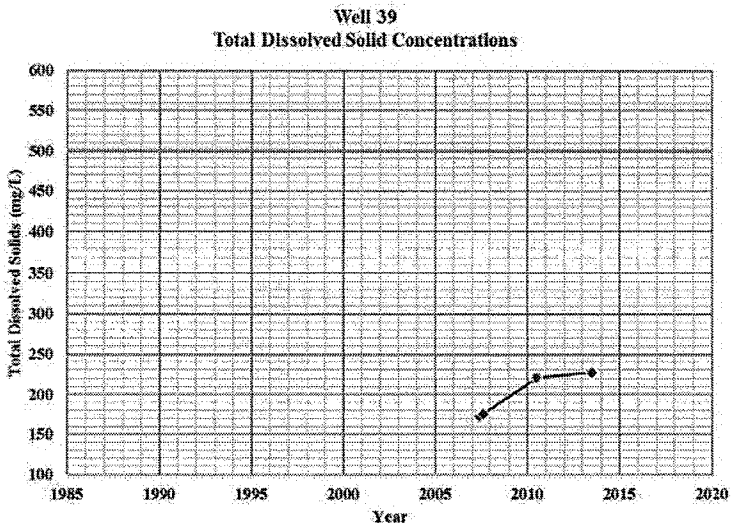
Hexavalent Chromium

Cr^{6+} has been sampled for once in Well 39, with a concentration of 6.0 µg/L reported in 2014, below the MCL.



Total Dissolved Solids

Concentrations of TDS have increased over the period of record at a rate of approximately 9.3 mg/L per year. The most recent concentration of 227 mg/L was reported in 2015.



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10.28 Well 40 (Active)

Well Location and Construction

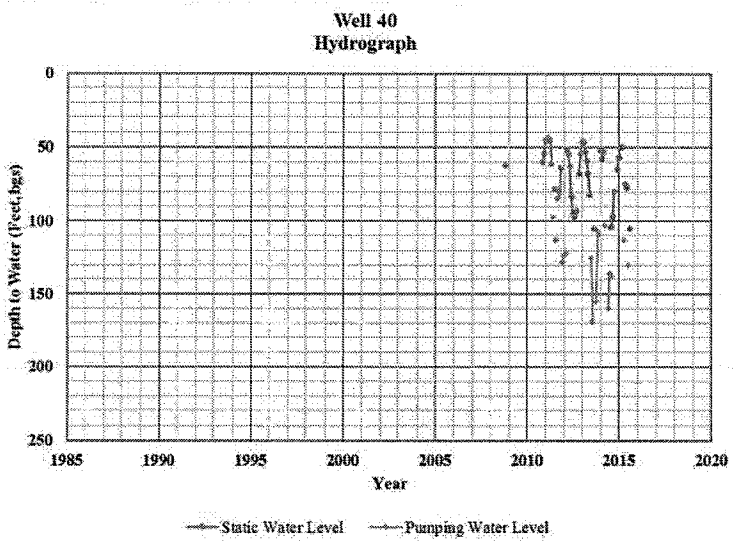
Well 40 is located 501 South Walnut Road as shown in Figure 1. The well was constructed by the reverse rotary drilling method in 2008, presently making this well 8 years old. A 32-inch diameter conductor casing and cement sanitary seal were placed from the ground surface to a depth of 50 feet. A 30-inch diameter borehole was drilled to a total depth of 535 feet. The well structure consists of an 18-inch outside diameter copper bearing steel with a wall thickness of 5/16-inches to a depth of 530 feet, with a single perforated well screen interval (unspecified screen pattern) of 0.060-inch slot size from a depth of 210 to 510 feet. The annular space was filled with a gravel envelope (unspecified gradation) from the total depth to 190 feet, followed by a cement annular seal from 190 feet to the ground surface.

Well Equipment and Production

Well 40 is equipped with a 150 horsepower motor and a Floway oil-lubricated vertical turbine pump set to a depth of 260 feet. In 2014, the well was reported to produce an average of 1,143 gpm to the system, with a specific capacity of approximately 22 gpm/ft of drawdown. Well 40 produced approximately 151,376,000 gallons of groundwater, approximately 2% of the total well field production

Groundwater Levels

Groundwater levels have been measured in Well 40 since 2008 and include both static and pumping water level measurements, with the majority of measurements being while the pump was operating. Static groundwater level trends are difficult to ascertain due to the almost continuous operation of the well, in addition to long-term trends due to the short period of record. The most recent spring high static groundwater level measurement was 50 feet (March 2015). From March 2011 to March 2015, spring static water levels have declined by approximately 5 feet at a rate of less than one foot per year.

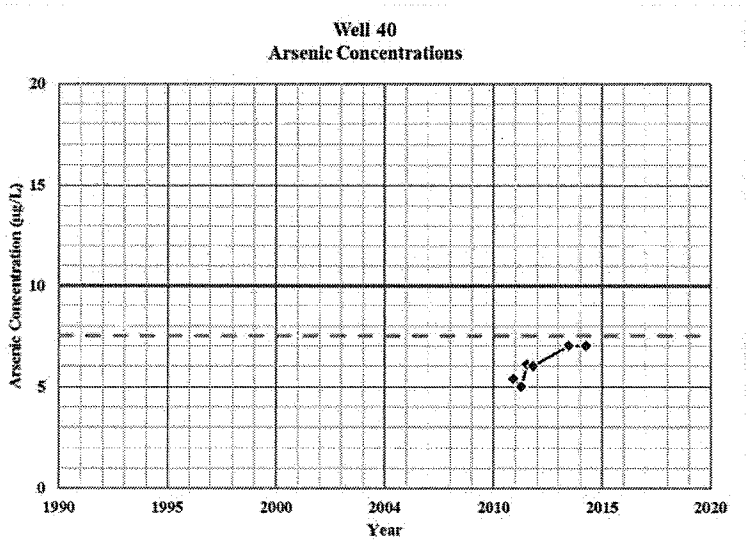


Water Quality

Water quality records indicate that the water produced from Well 40 meets all DDW primary and secondary drinking water requirements. Well 40 is currently active and provides untreated water to the system.

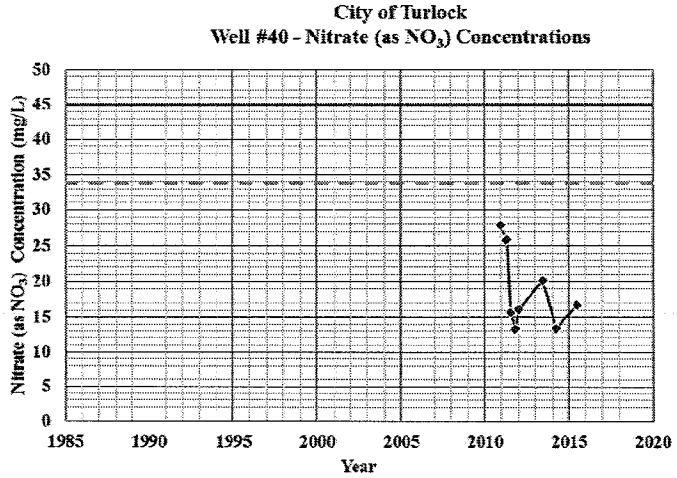
Arsenic

Arsenic concentrations have been below the MCL for the period of record, however, they have shown an increasing trend, from 5 µg/L to 7 µg/L at a rate of 0.6 µg/L per year. The limited data set prohibits identifying a long-term trend, but arsenic concentrations should continue to be monitored in Well 40.



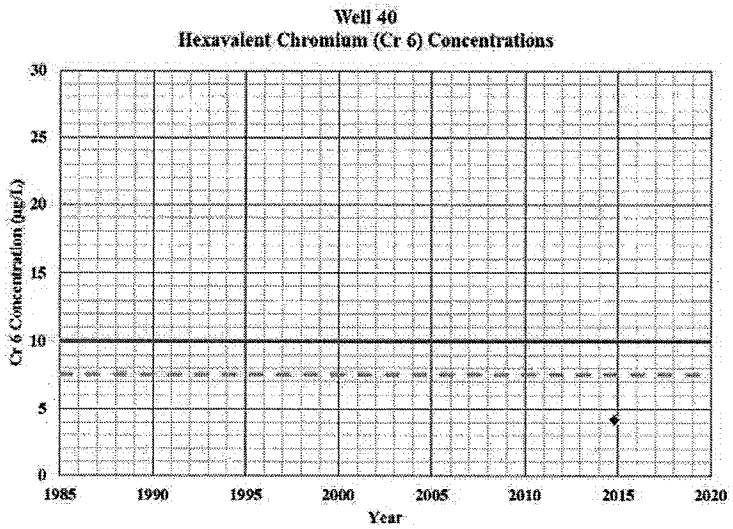
Nitrate (as NO_3)

Concentrations have remained below the MCL and indicate an overall decreasing trend over the period of record. Concentrations have decreased at a rate of approximately 3 mg/L from 2011 to 2015, with the most recent concentration of 16.7 mg/L reported in 2015.



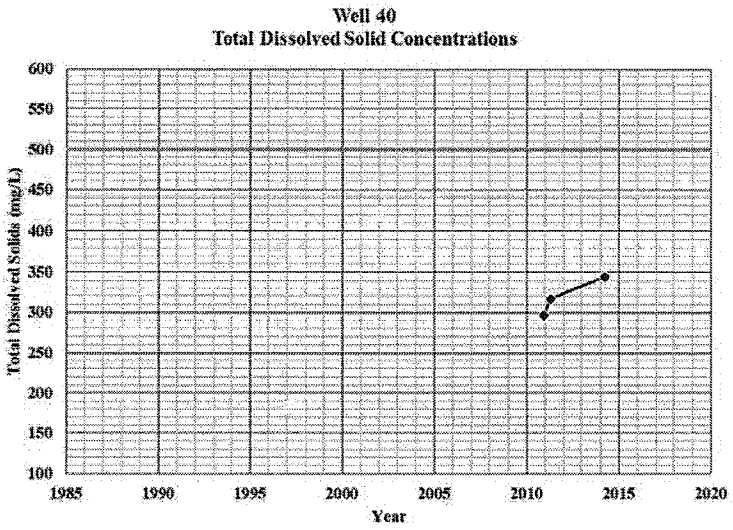
Hexavalent Chromium

Cr^{6+} has been sampled for once in Well 40, with a concentration of 4.2 µg/L reported in 2014, below the MCL.



Total Dissolved Solids

Concentrations of TDS have increased over the period of record at a rate of approximately 12 mg/L per year. The most recent concentration of 344 mg/L was reported in 2015, below the Recommended Limit of 500 mg/L.



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