City Council
Special Meeting Agenda

AUGUST 30, 2016
5:00 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. Special Event Permit Application Update (*Hampton*)

C. PUBLIC PARTICIPATION - LIMITED TO ITEMS DESCRIBED IN THE NOTICE FOR THIS MEETING
This is the time set aside for citizens to address the City Council concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. 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.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

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 7/28/16 in the amount of $2,864,463.58; Demands of 8/4/16 in the amount of $257,352.43

B. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Badger Meter, Inc. for the purchase of commercial and industrial water meters, correcting the compensation from a total amount to an annual amount of $200,000 during the term of the existing contract

C. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and St. Francis Electric, LLC for traffic signal preventative maintenance and repair services, correcting the compensation from a total amount to an annual amount of $150,000 during the term of the existing contract

D. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Presort Center of Stockton, Inc. for laser printing, mailing services and business licenses, correcting the compensation from a total amount to an annual amount of $127,000 during the term of the existing contract

E. *Motion*: Approving Amendment No. 2 to an Agreement between the City of Turlock and Howk Systems for pump repair services for City well sites, correcting the compensation from a total amount to an annual amount of $90,000 during the term of the existing contract

F. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Townsend Public Affairs for lobbying services, correcting the compensation from a total amount to an annual amount of $60,000 during the term of the existing contract

G. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and TBA Auto Parts for the purchase of auto parts and supplies for the Municipal Services Fleet Maintenance Division, correcting the compensation from a total amount to an annual amount of $45,000 during the term of the existing contract

H. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and R & B Company for pipe and pipe fittings, correcting the compensation from a total amount to an annual amount of $43,500 during the term of the existing contract

I. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Pace Supply for pipe and pipe fittings, correcting the compensation from a total amount to an annual amount of $43,500 during the term of the existing contract

J. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and E.R. Vine & Sons, Inc. for lubricating oil and miscellaneous products, correcting the compensation from a total amount to an annual amount of $20,000 during the term of the existing contract

K. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Central Valley Concrete, Inc. for the purchase and delivery of aggregate, asphaltic concrete and related materials to job sites for City projects, correcting the compensation from a total amount to an annual amount of $15,000 during the term of the existing contract

L. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Hilmar Ready Mix for porta-mix concrete, correcting the compensation from a total amount to an annual amount of $12,000 during the term of the existing contract

M. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Bay Area Coating Consultants, Inc. for water storage tank inspection services, correcting the compensation from a total amount to an annual amount of $3,200 during the term of the existing contract

N. *Resolution*: Re-appropriating unspent funds of $45,056 from Fiscal Year 2015-16 to account number 506-00-000-213.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement – Police Services" reserve balance for the purchase of an Animal Control vehicle

O. *Resolution*: Approving Amendment No. 1 to the revised and updated Consortium agreement between the City of Turlock and the Stanislaus Urban County for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston Gonzales National Affordable Housing Act of 1990, designating the City of Turlock as the lead agency of the Consortium and the Stanislaus Urban County comprised of the cities of Ceres, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus as sub-recipients of HOME funds for federal Fiscal Years 2016-2019

P. 1. *Motion*: Authorizing the Mayor or City Manager to enter into a Professional Services Agreement with a recruitment firm to conduct an executive recruitment for the position of Police Chief, in an amount not to exceed $30,000
2. *Resolution*: Appropriating $30,000 from Fund 110 "General Fund" reserve balance to 110-20-200.47090 "Testing & Recruitment" for the retention of a recruitment firm to conduct an executive recruitment for the position of Police Chief

Q. *Motion*: Awarding RFP 16-366 and Contract No. 16-104 to CPS HR Consulting of Sacramento for completion of a Citywide Total Compensation Study, in an amount not to exceed $16,085, having met all the specifications of RFP 16-366 and being the lowest responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

R. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Joe Gomes & Sons, Inc. to provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment, correcting the compensation from a total amount to an annual amount of $600,000 during the term of the existing contract

S. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Randik Paper Company for the purchase of janitorial paper and cleaning supplies, correcting the compensation from a total amount to an annual amount of $14,000 during the term of the existing contract

T. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Turlock City Tow Services, Inc. for vehicle tow services for City owned vehicles, correcting the compensation from a total amount to an annual amount of $7,000 during the term of the existing contract

U. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Prime Shine, Inc. to provide express car wash services for City owned vehicles, correcting the compensation from a total amount to an annual amount of $4,000 during the term of the existing contract

V. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Madruga Brothers Enterprises, Inc. (dba Fast Track Car Wash) to provide express car wash services for City owned vehicles, correcting the compensation from a total amount to an annual amount of $4,000 during the term of the existing contract

W. *Motion*: Rejecting Claim for Damages filed by Antonio Delatorre

6. PUBLIC HEARINGS: None

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.

7. SCHEDULED MATTERS

A. Request to appropriate $23,400 to 110-10-112.43329 "Environmental Services" from Fund 110 "General Fund" reserve balance to complete a Phase I Environmental Site Assessment and if deemed necessary, a Phase II Environmental Site Assessment of the Turlock Armory property located at 1040 Flower Street. (*Van Guilder*)

***Recommended Action*:**
Resolution: Appropriating $23,400 to 110-10-112.43329 "Environmental Services" from Fund 110 "General Fund" reserve balance to complete a Phase I Environmental Site Assessment and if deemed necessary, a Phase II Environmental Site Assessment of the Turlock Armory property located at 1040 Flower Street

B. Request to determine the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive, for Turlock High School to host the Turlock High School Homecoming Parade, 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 portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, September 23, 2016 from 3:00 p.m. to 4:00 p.m., and authorize the City Manager to apply appropriate conditions and restrictions on the street closure. (*Traini*)

***Recommended Action*:**
Resolution: Determining the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive, for Turlock High School to host the Turlock High School Homecoming Parade, 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 portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, September 23, 2016 from 3:00 p.m. to 4:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

C. Request to approve the purchase of forty-two (42) self-contained breathing apparatus (SCBA) and associated equipment from Cascade Fire Equipment, in an amount not to exceed $392,361, without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6), to ensure the Turlock Fire Department is in compliance with the U. S. Department of Transportation (DOT) regulations. (*Talloni / Cockrell*)

***Recommended Action*:**
Resolution: Approving the purchase of forty-two (42) self-contained breathing apparatus (SCBA) and associated equipment from Cascade Fire Equipment, in an amount not to exceed $392,361, without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6), to ensure the Turlock Fire Department is in compliance with the U. S. Department of Transportation (DOT) regulations

D. Request to approve the Agreement between the City of Turlock and Turlock Gospel Mission for support services/case management for the City of Turlock's Diversion Program, in the total amount of $34,596, from account number 120-10-120.43201 "Diversion Program"; appropriate $34,596 to account number 120-10-120.43201 "Diversion Program" from Fund 120 "Tourism" reserve balance to fund support services/case management for the City of Turlock's Diversion Program. (*Pitt*)

***Recommended Action*:**
Motion: Approving the Agreement between the City of Turlock and Turlock Gospel Mission for support services/case management for the City of Turlock's Diversion Program, in the total amount of $34,596, from account number 120-10-120.43201 "Diversion Program"

Resolution: Appropriating $34,596 to account number 120-10-120.43201 "Diversion Program" from Fund 120 "Tourism" reserve balance to fund support services/case management for the City of Turlock's Diversion Program

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

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with Resolution No. 2008-019 and will be brought back to the City Council no earlier than October 11, 2016, unless otherwise specified by the Mayor or a majority of the Council

10. 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.

11. CLOSED SESSION: None

12. ADJOURNMENT

The foregoing meeting is hereby called by Mayor Gary Soiseth at the above mentioned date and time pursuant to California Government Code §54956.

GARY SOISETH, Mayor

4B.

AMY BUBLAK FOR CITY COUNCIL DISTRICT 4 2016

RECEIVED
AUG 22 2016
Office of the
City Clerk

ASSOCIATED FEED
PO BOX 2367
TURLOCK, CA 95381

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

PHILIP RHEINSCHILD
4501 COUNTRY WALK
TURLOCK, CA 95382

JAMES BRENDA
PO BOX 2998
TURLOCK, CA 95381

TURLOCK FIREFIGHTERS PAC
PO BOX 3775
TURLOCK, CA 98381

PIRO ENTERPRISES INC
3811 CROWELL ROAD
TURLOCK, CA 95382

SAMRAN & SONS FARMING CO
4111 MOUNTAIN VIEW ROAD
TURLOCK, CA 95382

MARIA SWANSON
2205 SWAN PARK DRIVE
TURLOCK, CA 95382

MATTHEW SWANSON
2205 SWAN PARK DRIVE
TURLOCK, CA 95382

RICHARD SWANSON
2606 N QUINCY ROAD
TURLOCK, CA 95382

4B2

JUL 1 2 2016

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

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4B3

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

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City Clerk

4B4

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

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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 07/28/16 IN THE AMOUNT OF $2,864,463.58; WEEKLY DEMANDS OF 08/04/16 IN THE AMOUNT OF $257,352.43	**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:**
07/28/16	$2,864,463.58
08/04/16	$257,352.43

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th 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

OK for Agenda

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
107973	07/22/2016	Open			Accounts Payable	CHICAGO TITLE COMPANY	$50,000.00		

Invoice	Date	Description	Amount
520 E LinwoodAve	07/22/2016	FTHB loan for Kolan-520 E. Linwood Ave, Turlock, CA	$50,000.00

Paying Fund	Cash Account	Amount
257 - State HOME Funds	257.11000 (Cash)	$50,000.00

107974	07/22/2016	Open			Accounts Payable	FARMERS STATE BANK OF HARTLAND	$9,500.00		

Invoice	Date	Description	Amount
318 Vermont	07/22/2016	Funds for Rehabilitation work at 318 Vermont	$9,500.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$9,500.00

107975	07/22/2016	Open			Accounts Payable	WESTAMERICA BANK	$580,589.32		

Invoice	Date	Description	Amount
209 3rd Street	07/21/2016	CashiersCheck forOld RepublicTitleCo for purchase 209 3rd St	$580,589.32

Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$580,589.32

107976	07/26/2016	Open			Accounts Payable	OLD REPUBLIC TITLE CO	$137.47		

Invoice	Date	Description	Amount
209 3rd Street	07/25/2016	Additional funds needed for acquisition of 209 3rd St, Turlock	$137.47

Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$137.47

107977	07/26/2016	Open			Utility Management Refund	ALVAREZ, CRISTINA, S	$26.30		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	425583-002	MOVE OUT CREDIT	07/25/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$26.30

107978	07/26/2016	Open			Utility Management Refund	ANDERSON, ROBERT	$101.31		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	12289-001	MOVE OUT CREDIT	07/25/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$101.31

107979	07/26/2016	Open			Utility Management Refund	BARRAGAN, MELANIE, JANE	$65.46		

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	239526-009	MOVE OUT CREDIT	07/25/2016	Refund
Paying Fund		**Cash Account**		**Amount**
420 - WATER		420.11000 (Cash)		$65.46

107980 07/26/2016 Open — Utility Management Refund — BOWLING, TROY — $138.65

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	686352-005	MOVE OUT CREDIT	07/25/2016	Refund
Paying Fund		**Cash Account**		**Amount**
420 - WATER		420.11000 (Cash)		$138.65

107981 07/26/2016 Open — Utility Management Refund — BUNSELMEIER, JUSTIN — $191.93

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	884340-007	MOVE OUT CREDIT	07/25/2016	Refund
Paying Fund		**Cash Account**		**Amount**
420 - WATER		420.11000 (Cash)		$191.93

107982 07/26/2016 Open — Utility Management Refund — CONSTANCIO, ANTHONY — $167.86

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	837687-007	MOVE OUT CREDIT	07/25/2016	Refund
Paying Fund		**Cash Account**		**Amount**
420 - WATER		420.11000 (Cash)		$167.86

107983 07/26/2016 Open — Utility Management Refund — DAVIDSON, JONATHAN — $16.61

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000279-003	MOVE OUT CREDIT	07/25/2016	Refund
Paying Fund		**Cash Account**		**Amount**
420 - WATER		420.11000 (Cash)		$16.61

107984 07/26/2016 Open — Utility Management Refund — GALINDO, GINA — $151.43

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	716677-007	CUSTOMER REQ REFUND	07/25/2016	Refund
Paying Fund		**Cash Account**		**Amount**
420 - WATER		420.11000 (Cash)		$151.43

107985 07/26/2016 Open — Utility Management Refund — GOONAWARDENA, PATHMANI — $277.79

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	387746-001	MOVE OUT CREDIT	07/25/2016	Refund
Paying Fund		**Cash Account**		**Amount**
420 - WATER		420.11000 (Cash)		$277.79

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

107986	07/26/2016	Open		Utility Management Refund	GOSE JR, PAUL	$178.79

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	787205-004	MOVE OUT CREDIT	07/25/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$178.79

107987	07/26/2016	Open		Utility Management Refund	LUGOWSKI, RICHARD	$345.48

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	404918-003	MOVE OUT CREDIT	07/25/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$345.48

107988	07/26/2016	Open		Utility Management Refund	MACIEL , DANIEL	$81.34

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	216976-004	MOVE OUT CREDIT	07/25/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$81.34

107989	07/26/2016	Open		Utility Management Refund	RAMIREZ, MARIA C	$118.04

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	720178-003	MOVE OUT CREDIT	07/25/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$118.04

107990	07/26/2016	Open		Utility Management Refund	SANTOS, JOSEPH, CRAIG	$151.00

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	229970-003	MOVE OUT CREDIT	07/25/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$151.00

107991	07/26/2016	Open		Utility Management Refund	STEVENS, MARYGRACE	$181.35

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	215244-002	MOVE OUT CREDIT	07/25/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$181.35

107992	07/28/2016	Open		Accounts Payable	3T EQUIPMENT CO INC	$1,400.14

Invoice	Date	Description	Amount
65947	06/30/2016	REPAIR PARTS FOR CCTV SEWER CAMERA AND TRACTOR	$1,400.14

Paying Fund	Cash Account	Amount

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,400.14

107993 07/28/2016 Open Accounts Payable AMERICAN CANCER SOCIETY $336.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	AMER CANC - American Cancer Charitable Cont*	$336.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$336.00

107994 07/28/2016 Open Accounts Payable AMERICAN RED CROSS $156.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	AMER CROS - Red Cross Charitable Contrib*	$156.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$156.00

107995 07/28/2016 Open Accounts Payable AT & T $32.32

Invoice	Date	Description	Amount
4861001 -7/15/16	07/22/2016	051 887-4861 001 / PD Internet	$32.32
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$32.32

107996 07/28/2016 Open Accounts Payable AT&T / CALNET 3 $3,899.63

Invoice	Date	Description	Amount
7/28/16 - MULTI	07/26/2016	Multiple Calnet 3 Accounts paid on 7/28/16 (June-July 2016)	$3,899.63
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$3,241.54
205 - Sports Facilities		205.11000 (Cash)	$46.58
255 - CDBG		255.11000 (Cash)	$15.50
405 - Building		405.11000 (Cash)	$14.90
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$234.20
420 - WATER		420.11000 (Cash)	$44.12
426 - Transit - Fixed Route		426.11000 (Cash)	$70.05
501 - Information Technology		501.11000 (Cash)	$96.09
502 - Engineering		502.11000 (Cash)	$15.85
505 - Fleet		505.11000 (Cash)	$120.80

107997 07/28/2016 Open Accounts Payable AT&T INFO SYSTEM $378.42

Invoice	Date	Description	Amount
0602055749	07/22/2016	Acct #8000-892-5697 / DOJ PD Line	$378.42
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$378.42

107998 07/28/2016 Open Accounts Payable AT&T MOBILITY $46.66

Invoice	Date	Description	Amount
992507796X072016	07/22/2016	992507796 / PD-IT Line	$46.66

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$46.66

107999 07/28/2016 Open Accounts Payable BONANDER TRUCKS $525.05

Invoice	Date	Description	Amount
725127	06/30/2016	FAN CLUTCH	$525.05

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$525.05

108000 07/28/2016 Open Accounts Payable BRENEMAN INC $93,717.50

Invoice	Date	Description	Amount
P#14-24,PP1	06/30/2016	14-24 STORM DRAIN REPAIRS ON COUNTRYSIDE	$46,098.75
P#14-24,PP2	07/26/2016	14-24 STORM DRAIN REPAIRS ON COUNTRYSIDE	$47,618.75

Paying Fund	Cash Account	Amount
413 - WQC-Capital Expansion Reserve	413.11000 (Cash)	$93,717.50

108001 07/28/2016 Open Accounts Payable BURTON'S FIRE APPARATUS $2,001.80

Invoice	Date	Description	Amount
W75957	06/30/2016	FAN CLUTCH	$1,140.00
W75900	06/30/2016	GRAB BAR/DAMAGED RUBBER TUBING ON AIR FILTER	$171.25
W75918	06/30/2016	INSTALL VGT CONTROLLER AIR TUBE/ADJUST AIR PRESSURE	$285.00
W75925	06/30/2016	REPLACE SLACK ADJUSTER AND BRAKE POT	$405.55

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,001.80

108002 07/28/2016 Open Accounts Payable CA BLDG STANDARDS COMMS $2,296.00

Invoice	Date	Description	Amount
APR-JUN 2016	07/20/2016	BSASRF PAYMENT 4/1-6/30 2016	$2,296.00

Paying Fund	Cash Account	Amount
405 - Building	405.11000 (Cash)	$2,296.00

108003 07/28/2016 Open Accounts Payable CALIF CAD SOLUTIONS INC $1,500.00

Invoice	Date	Description	Amount
700873	07/21/2016	FY 16/17 CaveoSys Maintenance Renewal	$1,500.00

Paying Fund	Cash Account	Amount
501 - Information Technology	501.11000 (Cash)	$1,500.00

108004 07/28/2016 Open Accounts Payable CAROLLO ENGINEERS $201,374.44

Invoice	Date	Description	Amount
0150239	06/30/2016	15-39A CLARIFIER NO.5 , MAY SVS	$19,402.83
0150627	06/30/2016	15-39A CLARIFIER NO. 5 JUNE SVS	$35,220.75
0149225	06/30/2016	15-39A CLARIFIER NO. 5-APR SVS	$41,051.03
0150240	06/30/2016	15-39B RWQCF DENITRIFICATION- MAY SVS	$35,058.13

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0150628	06/30/2016	15-39B RWQCF DENITRIFICATION -JUN SVS	$70,641.70	
Paying Fund		Cash Account	Amount	
413 - WQC-Capital Expansion Reserve		413.11000 (Cash)	$201,374.44	

108005 07/28/2016 Open — Accounts Payable — CHAMPION INDUSTRIAL — $3,383.87

Invoice	Date	Description	Amount
P#16-31-FINAL	06/30/2016	16-31 FIRE STATION NO. 3 HVAC IMPROVEMENTS	$589.65
51761	06/30/2016	QUARTERLY PREVENTIVE MAINTENANCE - MAY SUMMER INSPECTION	$1,932.00
51724	06/30/2016	BOILER NOT WORKING	$862.22

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,794.22
240 - Small Equipment Replacement	240.11000 (Cash)	$589.65

108006 07/28/2016 Open — Accounts Payable — CHARTER COMMUNICATIONS — $373.65

Invoice	Date	Description	Amount
0695883 -7/16/16	07/22/2016	8203 13 001 0695883 / 901 S Walnut Rd (WQC)	$84.99
0760628 -7/21/16	07/22/2016	8203 13 001 0780628 / 244 N Broadway (PSF TV)	$153.68
0071862 -7/18/16	07/22/2016	8203 13 005 0071862 / Muni Internet	$69.98
0071896 -7/18/16	07/22/2016	8203 13 005 0071896 / IT Internet	$65.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$153.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$112.47
420 - WATER	420.11000 (Cash)	$42.50
501 - Information Technology	501.11000 (Cash)	$65.00

108007 07/28/2016 Open — Accounts Payable — CHILDREN'S CRISIS CENTER — $540.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	CHLD CRIS - Children Crisis Charitable Cont*	$540.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$540.00

108008 07/28/2016 Open — Accounts Payable — CITY OF MODESTO — $2,200.00

Invoice	Date	Description	Amount
FD TRG	06/30/2016	TRAINING REIMBURSEMENT	$2,200.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,200.00

108009 07/28/2016 Open — Accounts Payable — CITY OF TURLOCK COMMUNITY — $1,212.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	XMAS FAM - Christmas Family Charitable Cont*	$1,212.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$1,212.00

108010 07/28/2016 Open — Accounts Payable — COMMUNITY VETERINARY CLIN — $75.00

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Invoice	Date	Description	Amount
272781	06/30/2016	#5-66 RABIES	$5.00
273009	06/30/2016	V 5494 RABIES	$5.00
273174	06/30/2016	#5-71 SURGERY/RABIES	$65.00
Paying Fund		Cash Account	Amount
203 - Animal Fee Forfeiture		203.11000 (Cash)	$75.00

108011 07/28/2016 Open Accounts Payable DAILY BREAD $792.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	DAILY - Daily Bread Charitable Contribut*	$792.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$792.00

108012 07/28/2016 Open Accounts Payable DELL MARKETING LP $1,083.79

Invoice	Date	Description	Amount
XK11D5R27	07/28/2016	UM Computer-OptiPlex 9020-desktop	$1,083.79
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$1,083.79

108013 07/28/2016 Open Accounts Payable DEPT OF CONSERVATION $9,558.96

Invoice	Date	Description	Amount
APR-JUN-16-SMIP	07/15/2016	SMIP PAYMENT 4/1-6/30 2016	$9,558.96
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$10,062.06
405 - Building		405.11000 (Cash)	($503.10)

108014 07/28/2016 Open Accounts Payable DON'S MOBILE GLASS INC $497.86

Invoice	Date	Description	Amount
ITUR168888	06/30/2016	MISC WINDOW REPAIR AT CITY HALL	$497.86
Paying Fund		Cash Account	Amount
240 - Small Equipment Replacement		240.11000 (Cash)	$497.86

108015 07/28/2016 Open Accounts Payable DRAEGER SAFETY DIAGNOSTICS INC $101.76

Invoice	Date	Description	Amount
91255052	06/30/2016	CERT CHARGE SIMULATOR	$101.76
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$101.76

108016 07/28/2016 Open Accounts Payable EMPLOYEE COMMUNITY CRISIS $276.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	COMM CRIS - Community Charity Charitable Con*	$276.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$276.00

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108017 07/28/2016 Open Accounts Payable ENGINEERED FIRE SYST INC $1,300.00

Invoice	Date	Description	Amount
11610	06/30/2016	JUNE 2016 PLAN REVIEW	$1,300.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,300.00

108018 07/28/2016 Open Accounts Payable ENTERPRISE HOLDINGS LLC $843.61

Invoice	Date	Description	Amount
10034187	06/30/2016	JUNE 2016 BILLING - ONE TNET RENTAL	$843.61
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$843.61

108019 07/28/2016 Open Accounts Payable FOREMAN, BRADLEY $696.00

Invoice	Date	Description	Amount
70	06/30/2016	TEMP FENCE RENTAL FOR 500 N THOR	$696.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$696.00

108020 07/28/2016 Open Accounts Payable GRAINGER INC, W W $176.42

Invoice	Date	Description	Amount
9097372677	06/30/2016	GRAFFITI AND PAINT REMOVER TOWELS	$176.42
Paying Fund		**Cash Account**	**Amount**
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$176.42

108021 07/28/2016 Open Accounts Payable GUINN III, MARVIN, OLIVER $398.41

Invoice	Date	Description	Amount
8583	06/30/2016	OIL SEALS/FILTERS	$398.41
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$398.41

108022 07/28/2016 Open Accounts Payable HARDERS PRINT SHOP INC $142.07

Invoice	Date	Description	Amount
67192	07/22/2016	BUSINESS CARDS - DEVELOPMENT SERVICES (5)	$142.07
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$28.41
405 - Building		405.11000 (Cash)	$56.83
502 - Engineering		502.11000 (Cash)	$56.83

108023 07/28/2016 Open Accounts Payable HILMAR READY MIX $86.10

Invoice	Date	Description	Amount
7281	06/30/2016	TELLURIDE STORM DRAIN	$86.10
Paying Fund		**Cash Account**	**Amount**
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$86.10

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108024	07/28/2016	Open	Accounts Payable	HOSPICE OF EMANUEL	$348.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	HOSPICE - Hospice Charitable Contribution*	$348.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$348.00

108025	07/28/2016	Open	Accounts Payable	HUNTINGTON COURT REPORTER	$1,806.18

Invoice	Date	Description	Amount
28316	06/30/2016	6/16/16-6/30/16 TRANSCRIPTION SERVICES	$1,806.18
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,806.18

108026	07/28/2016	Open	Accounts Payable	IMAGEWARE SYSTEMS INC	$1,884.86

Invoice	Date	Description	Amount
SI070816T	07/26/2016	Software Maintenance Renewal	$1,884.86
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,884.86

108027	07/28/2016	Open	Accounts Payable	INTEGRITY MUNICIPAL SYSTEMS LLC	$43,200.00

Invoice	Date	Description	Amount
5924	06/30/2016	CONTRACT FOR ACID WASH EMERGENCY CHLORINE VAPOR	$43,200.00
Paying Fund		**Cash Account**	**Amount**
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$43,200.00

108028	07/28/2016	Open	Accounts Payable	JCS PROPERTIES LLC	$2,471.96

Invoice	Date	Description	Amount
August 2016	07/25/2016	JCS -MOBILE HOME RENT SUBSIDY PROGRAM	$2,471.96
Paying Fund		**Cash Account**	**Amount**
625 - Successor Agency - LMI		625.11000 (Cash)	$2,471.96

108029	07/28/2016	Open	Accounts Payable	LEHIGH HANSON INC	$451.16

Invoice	Date	Description	Amount
1695022	07/25/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$228.56
1696362	07/25/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$113.81
1697365	07/25/2016	ASPHALT FOR STREETS	$108.79
Paying Fund		**Cash Account**	**Amount**
217 - Streets - Gas Tax		217.11000 (Cash)	$270.19
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$180.97

108030	07/28/2016	Open	Accounts Payable	MAGIC SANDS MOBILE HOME PARK	$311.97

Invoice	Date	Description	Amount
August 2016	07/26/2016	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM	$311.97

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

108031 07/28/2016 Open Accounts Payable MARLOW WHITE UNIFORMS INC. $5,026.50

Invoice	Date	Description	Amount
INV0698467	06/30/2016	FIRE HONOR GUARD UNIFORMS	$5,026.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$5,026.50

108032 07/28/2016 Open Accounts Payable MICROBIZ SECURITY COMPANY $4,959.65

Invoice	Date	Description	Amount
49293	07/21/2016	FYE 17-Q1-Contract 15-027-Maintenance Agreement pymt	$3,499.65
48929	06/30/2016	CAMERA REPAIR	$1,460.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,632.38
501 - Information Technology	501.11000 (Cash)	$2,327.27

108033 07/28/2016 Open Accounts Payable MNSTAR TECHNOLOGIES INC $3,018.42

Invoice	Date	Description	Amount
5005173	06/30/2016	COMMAND VEH WIRING HARNESS/ACCESSORIES	$3,018.42

Paying Fund	Cash Account	Amount
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$3,018.42

108034 07/28/2016 Open Accounts Payable MONTE VISTA SMALL ANIMAL HOSPITAL $542.00

Invoice	Date	Description	Amount
181277 (1)	06/30/2016	V0976 VACC/SPAY	$64.00
182722	06/30/2016	V0957 VACC/SPAY	$64.00
183185	06/30/2016	V0960 SPAY	$60.00
183182	06/30/2016	V0959 SPAY	$60.00
183172	06/30/2016	V0936 VACC/SPAY	$64.00
183806	06/30/2016	V0956 SPAY	$60.00
184317	06/30/2016	#6-24 SURGERY	$30.00
184232	06/30/2016	#6-83 SURGERY	$20.00
184665	06/30/2016	V0925 SPAY	$60.00
184666	06/30/2016	V0923 SPAY	$60.00

Paying Fund	Cash Account	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	$542.00

108035 07/28/2016 Open Accounts Payable MULBERRY MOBILE PARK $232.68

Invoice	Date	Description	Amount
August 2016	07/25/2016	MULBERRY-MOBILE HOME RENT SUBSIDY PROGRAM	$232.68

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

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108036	07/28/2016	Open	Accounts Payable	NAPA AUTO PARTS	$513.86

Invoice	Date	Description	Amount
663647	06/30/2016	AD05-0414 RADIATOR	$257.44
663648	06/30/2016	POL11-1115 RADIATOR FAN ASSY	$185.00
663705	06/30/2016	AD05-0414 RADIATOR	$257.44
663713	06/30/2016	AD05-0414 RADIATOR CREDIT	($257.44)
663216	06/30/2016	CURVED RADIATOR HOSE E32	$71.42

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$256.42
246 - Landscape Assessment	246.11000 (Cash)	$257.44

108037	07/28/2016	Open	Accounts Payable	NVB EQUIPMENT INC	$1,480.22

Invoice	Date	Description	Amount
SH35588	06/30/2016	FIRESUP SERVICE & PARTS	$677.23
SH35589	06/30/2016	FIRESUP SERVICE & PARTS	$687.99
SH35590	06/30/2016	FIRESUP SERVICE	$115.00

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$1,480.22

108038	07/28/2016	Open	Accounts Payable	PACE SUPPLY CORPORATION	$649.82

Invoice	Date	Description	Amount
053327143-2	06/30/2016	REPAIR CLAMP	$288.20
053361435	06/30/2016	45 G HW SEWER	$361.62

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$361.62
420 - WATER	420.11000 (Cash)	$288.20

108039	07/28/2016	Open	Accounts Payable	PAL	$204.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	PAL - PAL Charitable Contribution*	$204.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$204.00

108040	07/28/2016	Open	Accounts Payable	PELOT, JOSEPH , PATRICK	$660.00

Invoice	Date	Description	Amount
16-001	06/30/2016	HAZMATIC IC CLASS	$660.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$660.00

108041	07/28/2016	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	$1,167.44

Invoice	Date	Description	Amount
J688229	06/30/2016	PHOTO CELL	$11.01
J707939	06/30/2016	METER SOCKET COVERS, STABS, SEAL RING FOR CRANE PARK	$210.51

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J727029	06/30/2016	WIRE TO REPAIR SL#33 ON CORELLO STREET		$115.26
J780073	06/30/2016	LED 38W POST, LEV ADAPTER		$830.66
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$11.01
246 - Landscape Assessment		246.11000 (Cash)		$1,156.43

108042	07/28/2016	Open	Accounts Payable	PRICE FORD OF TURLOCK INC	$150.82
Invoice	Date	Description			Amount
57339	06/30/2016	REPROGRAMMED 2 NEW REMOTES			$150.82
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$150.82

108043	07/28/2016	Open	Accounts Payable	RECREATION SCHOLARSHIP	$168.00
Invoice	Date	Description			Amount
JAN - JUN 2016	07/27/2016	REC PROG - Rec Scholorship Charitable Cont*			$168.00
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			$168.00

108044	07/28/2016	Open	Accounts Payable	ROMO, MARTHA	$50.00
Invoice	Date	Description			Amount
00001	06/30/2016	Bilingual Testing			$50.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$50.00

108045	07/28/2016	Open	Accounts Payable	SAFE-T-LITE CO INC	$3,803.94
Invoice	Date	Description			Amount
327184	07/25/2016	TRAFFIC CONTROL RENTAL SERVICES			$3,608.45
327246	07/25/2016	TRAFFIC CONTROL RENTAL SERVICES -FAIR			$195.49
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$3,803.94

108046	07/28/2016	Open	Accounts Payable	SAFETY-KLEEN CORPORATION	$157.74
Invoice	Date	Description			Amount
R002281797	06/30/2016	SELF-RECYCLING PARTS WASHER			$157.74
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$157.74

108047	07/28/2016	Open	Accounts Payable	SALVATION ARMY	$24.00
Invoice	Date	Description			Amount
JAN - JUN 2016	07/27/2016	SALV ARMY - Salvation Army Charitable Cont*			$24.00
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			$24.00

108048	07/28/2016	Open	Accounts Payable	SAN JOAQUIN VALLEY TEEN CHALLENGE	$864.00

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Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	TEEN CHALL - Teen Challenge*	$864.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$864.00

108049 07/28/2016 Open Accounts Payable SIERRA CHEMICAL CO $4,252.00

Invoice	Date	Description	Amount
SLC10011138	06/30/2016	DEPOSIT REFUND	($4,000.00)
SLC10011242	06/30/2016	DEPOSIT REFUND	($4,000.00)
SLC10011324	06/30/2016	DEPOSIT REFUND	($8,000.00)
SLC10011398	06/30/2016	DEPOSIT REFUND	($4,000.00)
SLC10011484	06/30/2016	DEPOSIT REFUND	($8,000.00)
SLS10034647	06/30/2016	LIQUID CHLORINE- CONTRACT 14-034	$6,450.40
SLS10035154	06/30/2016	LIQUID CHLORINE- CONTRACT 14-034	$12,900.80
SLS10035318	06/30/2016	LIQUID CHLORINE- CONTRACT 14-034	$6,450.40
SLS10035616	06/30/2016	LIQUID CHLORINE- CONTRACT 14-034	$6,450.40
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$4,252.00

108050 07/28/2016 Open Accounts Payable SOUTHWEST SCHOOL & $57.86

Invoice	Date	Description	Amount
PINV0153878	06/30/2016	Program Supplies	$28.93
PINV0154515	06/30/2016	Program Supplies	$28.93
Paying Fund		Cash Account	Amount
270 - Recreation Grants		270.11000 (Cash)	$57.86

108051 07/28/2016 Open Accounts Payable ST BOARD OF EQUALIZATION $2,244.55

Invoice	Date	Description	Amount
APR-JUN 16-CNG	06/30/2016	APR-JUN 2016 CNG QTRLY FUEL TAX	$2,244.55
Paying Fund		Cash Account	Amount
505 - Fleet		505.11000 (Cash)	$2,244.55

108052 07/28/2016 Open Accounts Payable STANISLAUS AUDITOR CONTR $163,666.00

Invoice	Date	Description	Amount
APR-JUN 2016	07/20/2016	STAN CO PAYMENT 4/1-6/30/16	$163,666.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$163,666.00

108053 07/28/2016 Open Accounts Payable STANISLAUS COUNTY - TAX $3,821.06

Invoice	Date	Description	Amount
860-000-459-000	07/28/2016	Proerty Taxes 7/1/16-6/30/17	$3,564.60
800-013-580-000	07/28/2016	Personal Property Tax 7/1/16-6/30/17	$256.46
Paying Fund		Cash Account	Amount
120 - Tourism		120.11000 (Cash)	$3,821.06

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108054	07/28/2016	Open	Accounts Payable	STANISLAUS REGIONAL TRANS	$712.00

Invoice	Date	Description	Amount
APR-JUN 2016	07/20/2016	APR-JUN 2016 TRANSIT SALES	$712.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$712.00

108055	07/28/2016	Open	Accounts Payable	STANISLAUS WILDLIFE CARE	$120.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	WILD CARE - Wildlife Care Charitable Contrib*	$120.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$120.00

108056	07/28/2016	Open	Accounts Payable	STATE OF CALIFORNIA	$3,128.98

Invoice	Date	Description	Amount
172804	06/30/2016	MISC SERVICES APRIL/MAY/JUNE 2016	$1,876.98
173626	06/30/2016	JUNE 2016 FINGERPRINTING	$1,252.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$3,128.98

108057	07/28/2016	Open	Accounts Payable	T I D	$23,577.78

Invoice	Date	Description	Amount
PO 275 - 7/28/16	07/26/2016	Multiple COT Accounts paid on PO 275	$23,577.78
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,737.79
205 - Sports Facilities		205.11000 (Cash)	$5,061.11
216 - Streets - Local Transportation		216.11000 (Cash)	$13,318.64
420 - WATER		420.11000 (Cash)	$1,762.13
426 - Transit - Fixed Route		426.11000 (Cash)	$210.84
505 - Fleet		505.11000 (Cash)	$1,487.27

108058	07/28/2016	Open	Accounts Payable	TARGET SPECIALTY PROD INC	$19,944.92

Invoice	Date	Description	Amount
P10446934	06/30/2016	MISC HERBICIDES	$1,321.07
P10446890	06/30/2016	MISC HERBICIDES	$1,660.18
P10446933	06/30/2016	MISC CHEMICALS FOR ASST & STORM	$14,875.26
P10446889	06/30/2016	MISC CHEMICALS	$2,088.41
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$953.99
246 - Landscape Assessment		246.11000 (Cash)	$8,986.54
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$10,004.39

108059	07/28/2016	Open	Accounts Payable	TBA AUTO PARTS	$1,248.95

Invoice	Date	Description	Amount
JUN 2016	06/30/2016	TBA AUTO PARTS - AUTOMOTIVE PARTS &	$1,248.95

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

Paying Fund	SERVICE Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$442.26
205 - Sports Facilities	205.11000 (Cash)	$16.50
217 - Streets - Gas Tax	217.11000 (Cash)	$138.91
246 - Landscape Assessment	246.11000 (Cash)	$9.03
405 - Building	405.11000 (Cash)	$29.26
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$247.49
420 - WATER	420.11000 (Cash)	$103.69
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$71.45
426 - Transit - Fixed Route	426.11000 (Cash)	$181.48
502 - Engineering	502.11000 (Cash)	$8.88

108060 07/28/2016 Open Accounts Payable THOMAS & ASSOCIATES $10,910.64

Invoice	Date	Description	Amount
28818	06/30/2016	6 IN. ENGINE DRIVEN TRASH PUMP A45585H6TA	$10,910.64

Paying Fund	Cash Account	Amount
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$10,910.64

108061 07/28/2016 Open Accounts Payable TJKM TRANSPORT CONSULTANT $47,806.67

Invoice	Date	Description	Amount
0045289	06/30/2016	DOWNTOWN PARKING PLAN-APRIL 1-MAY 31, 2016	$47,806.67

Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	$47,806.67

108062 07/28/2016 Open Accounts Payable TOWNSEND PUBLIC AFFAIRS INC $5,000.00

Invoice	Date	Description	Amount
11839	06/30/2016	LOBBYING SERVICES	$5,000.00

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

108063 07/28/2016 Open Accounts Payable TOYS FOR TOTS $264.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	TOYS TOTS - Toys for Tots Charitable Contrib*	$264.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$264.00

108064 07/28/2016 Open Accounts Payable TRIMAX MOWING SYSTEMS $2,813.42

Invoice	Date	Description	Amount
SI-00001944	06/30/2016	1167 - TRIMAX MOWING SYSTEMS TRIMAX ROLLERS	$2,813.42

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,813.42

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

108065	07/28/2016	Open	Accounts Payable	TURLOCK ANIMAL SERVICES	$426.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	ANIM CONT - Animal Control Charitable Contr*	$426.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$426.00

108066	07/28/2016	Open	Accounts Payable	TURLOCK POLICE CHAPLAINCY	$354.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	CHAPLIN - Chaplin Program*	$354.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$354.00

108067	07/28/2016	Open	Accounts Payable	TURLOCK POLICE WIDOWS & ORPHANS	$1,194.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	PD WIDOW - Police Widows & Orphans Charitab*	$1,194.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$1,194.00

108068	07/28/2016	Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$1,822.00

Invoice	Date	Description	Amount
#5-68 to #6-52	06/30/2016	SURGERY/SPAY PROGRAM/VACC/CONTRACT	$1,822.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$92.00
203 - Animal Fee Forfeiture		203.11000 (Cash)	$1,730.00

108069	07/28/2016	Open	Accounts Payable	TURLOCK TOGETHER	$378.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	TUR TOG - Turlock Together Charitable Cont*	$378.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$378.00

108070	07/28/2016	Open	Accounts Payable	TURLOCK UNIFIED	$1,319,383.78

Invoice	Date	Description	Amount
APR-JUN 2016	07/15/2016	4/1-6/30/16 TUSD PAYMENT	$1,319,383.78
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,319,383.78

108071	07/28/2016	Open	Accounts Payable	UNITED WAY OF STANISLAUS	$12.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	UNIT WAY - United Way Charitable Contrib*	$12.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$12.00

108072	07/28/2016	Open	Accounts Payable	UNIVAR USA INC	$3,800.52

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

Invoice	Date	Description	Amount
SJ743701	06/30/2016	SODIUM BISULFITE	$3,800.52
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$3,800.52

108073 07/28/2016 Open Accounts Payable VAN DE POL ENTERPRISE INC $590.71

Invoice	Date	Description	Amount
CL68282	06/30/2016	6/18/16-6/30/16 FUEL CHARGES	$590.71
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$590.71

108074 07/28/2016 Open Accounts Payable VERIZON WIRELESS $1,372.00

Invoice	Date	Description	Amount
9768127519	06/30/2016	POLICE JUN 04-JUL 03	$1,202.65
9768127520	06/30/2016	FIRE JUN04-JUL03 BILILNG	$169.35
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,372.00

108075 07/28/2016 Open Accounts Payable VETERINARY MED CTR INC $65.00

Invoice	Date	Description	Amount
v0928	06/30/2016	v0928 surgery/vacc	$65.00
Paying Fund		Cash Account	Amount
203 - Animal Fee Forfeiture		203.11000 (Cash)	$65.00

108076 07/28/2016 Open Accounts Payable VINE & SONS INC, ER $2,254.42

Invoice	Date	Description	Amount
0011238-IN	06/30/2016	VINE & SON - LUBRICATING OIL CONTRACT	$2,254.42
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$559.11
205 - Sports Facilities		205.11000 (Cash)	$185.07
217 - Streets - Gas Tax		217.11000 (Cash)	$245.53
246 - Landscape Assessment		246.11000 (Cash)	$46.94
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$404.05
420 - WATER		420.11000 (Cash)	$102.24
425 - Transit - Dial-A-Ride		425.11000 (Cash)	$511.74
426 - Transit - Fixed Route		426.11000 (Cash)	$159.31
502 - Engineering		502.11000 (Cash)	$40.43

108077 07/28/2016 Open Accounts Payable WALKER ASSOC INC, LARRY $795.00

Invoice	Date	Description	Amount
00339.04-12	06/30/2016	NPDES PERMIT RENEWAL	$795.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$795.00

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

108078	07/28/2016	Open	Accounts Payable	WEST PUBLISHING CORPORATION	$165.97

Invoice	Date	Description	Amount
834269683	06/30/2016	JUNE 2016	$165.97
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$165.97

108079	07/28/2016	Open	Accounts Payable	WEST YOST ASSOCIATES	$6,466.16

Invoice	Date	Description	Amount
2030208	06/30/2016	2015 URBAN WATER MANAGEMENT PLAN	$6,466.16
Paying Fund		**Cash Account**	**Amount**
420 - WATER		420.11000 (Cash)	$6,466.16

108080	07/28/2016	Open	Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,772.94

Invoice	Date	Description	Amount
August 2016	07/25/2016	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM	$2,772.94
Paying Fund		**Cash Account**	**Amount**
625 - Successor Agency - LMI		625.11000 (Cash)	$2,772.94

108081	07/28/2016	Open	Accounts Payable	WESTFORK ESTATES	$557.08

Invoice	Date	Description	Amount
August 2016	07/26/2016	WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM	$557.08
Paying Fund		**Cash Account**	**Amount**
625 - Successor Agency - LMI		625.11000 (Cash)	$557.08

108082	07/28/2016	Open	Accounts Payable	WESTSIDE MINISTRIES	$414.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	WESTSIDE - Westside Ministry Charitable Con*	$414.00
Paying Fund		**Cash Account**	**Amount**
104 - Payroll Clearing Fund		104.11000 (Cash)	$414.00

108083	07/28/2016	Open	Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	$182,850.00

Invoice	Date	Description	Amount
226383	07/28/2016	Property Package Policy Renewal (7/1/16-7/1/17)	$182,850.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$100,072.00
205 - Sports Facilities		205.11000 (Cash)	$69.00
217 - Streets - Gas Tax		217.11000 (Cash)	$1,147.00
246 - Landscape Assessment		246.11000 (Cash)	$158.00
255 - CDBG		255.11000 (Cash)	$1,377.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$45,955.00
420 - WATER		420.11000 (Cash)	$21,285.00
425 - Transit - Dial-A-Ride		425.11000 (Cash)	$1,239.00
426 - Transit - Fixed Route		426.11000 (Cash)	$1,148.00

502 - Engineering	502.11000 (Cash)	$3,170.00
505 - Fleet	505.11000 (Cash)	$7,230.00

108084 07/28/2016 Open Accounts Payable ZEE MEDICAL SERVICE CO $228.87

Invoice	Date	Description	Amount
66583394	07/22/2016	Engineering medical supplies	$45.15
66583395	07/22/2016	City Hall 1st Floor break room medical supplies	$53.11
66583404	07/22/2016	Water Collections medical supplies	$40.74
66583403	07/22/2016	Parks & Streets medical supplies	$89.87

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$142.98
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$40.74
502 - Engineering	502.11000 (Cash)	$45.15

108085 07/28/2016 Open Accounts Payable Hall, David $206.00

Invoice	Date	Description	Amount
TR3976PERDIEMDH	07/22/2016	TR 3976 Per Diem for David Hall for R.A.D. Instructor Course	$206.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$206.00

108086 07/28/2016 Open Accounts Payable LAW OFFICES OF MARK S NELSON, ATTN: MARISOL $15.00

Invoice	Date	Description	Amount
16-2838	06/30/2016	16-2838 REIMBURSEMENT/PHOTOS	$15.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$15.00

108087 07/28/2016 Open Accounts Payable OPERATION BLUE SANTA $24.00

Invoice	Date	Description	Amount
JAN - JUN 2016	07/27/2016	CHARITIES: JAN - JUN 2016	$24.00

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

108088 07/28/2016 Open Accounts Payable Self Defense For All $450.00

Invoice	Date	Description	Amount
TR3976TUITIONDH	07/22/2016	TR 3976 Registration for David Hall	$450.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$450.00

108089 07/28/2016 Open Accounts Payable VILLALOBOS, ESMERALDA $328.49

Invoice	Date	Description	Amount
FY 16/17-ProfDev	07/25/2016	Prof Dev FY2016-17 -Reimbursement for purchase	$328.49

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$328.49

Payment Register

From Payment Date: 7/22/2016 - To Payment Date: 7/28/2016

Type Check Totals: AP - Acccunts Payable Totals	117 Transactions	$2,864,463.58

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	$2,864,463.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	117	$2,864,463.58	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	$2,864,463.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	117	$2,864,463.58	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**117**	**$2,864,463.58**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**117**	**$2,864,463.58**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**117**	**$2,864,463.58**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**117**	**$2,864,463.58**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
108090	08/03/2016	Open			Miscellaneous Billing Refund	WASTE MANAGEMENT	$113.80		
	Customer Type			Customer Number		Transaction Date	Transaction Type		
	Garbage - Misc			599		06/24/2016	Overpayment Adjustment		
	Paying Fund			Cash Account			Amount		
	998 - Due to/from Cash Clearing			998.11000 (Cash)			$113.80		
108091	08/03/2016	Open			Miscellaneous Billing Refund	CONSTRUCTION MANAGEMENT USA	$276.26		
	Customer Type			Customer Number		Transaction Date	Transaction Type		
	Garbage - Misc			2685		07/28/2016	Overpayment Adjustment		
	Paying Fund			Cash Account			Amount		
	998 - Due to/from Cash Clearing			998.11000 (Cash)			$276.26		
108092	08/04/2016	Open			Accounts Payable	AMERICAN MESSAGING	$28.99		
	Invoice		Date	Description			Amount		
	R1061851QH		07/29/2016	Acct #R1-061851 - Police Department			$28.99		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$28.99		
108093	08/04/2016	Open			Accounts Payable	AMERICAN MESSAGING	$10.87		
	Invoice		Date	Description			Amount		
	R1061876QH		07/29/2016	Acct #R1-061876 - Fire Department			$10.87		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$10.87		
108094	08/04/2016	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$274.44		
	Invoice		Date	Description			Amount		
	1492140		08/01/2016	FULL SERVICE MAINT FOR TDS 450 & TCS 300			$274.44		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			$274.44		
108095	08/04/2016	Open			Accounts Payable	AT&T / CALNET 3	$897.70		
	Invoice		Date	Description			Amount		
	00008338702		07/29/2016	BAN #9391034901 (T1 - 4-way split)			$165.95		
	000008331885		07/25/2016	Bill Payer: 2096323279027 (Calnet 2 acct)			$0.34		
	000008338702		07/25/2016	BAN #9391034901 (T1 - 4-way split) (FY1516)			$731.41		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$597.98		

410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$149.86
420 - WATER	420.11000 (Cash)	$149.86

108096 08/04/2016 Open Accounts Payable AT&T MOBILITY $3,058.34

Invoice	Date	Description	Amount
287262975728X727	07/29/2016	287262975728 / IT Cell Phones & WQC Operator 2, 3, 4 Phones	$318.17
287262975677X727	07/29/2016	287262975677 / WQC Phones & Data SIM for Eng Dept	$355.06
995824412X072016	07/29/2016	995824412 / Aircards	$2,327.13
829405594X072016	07/29/2016	829405594 / IT Cell Phone	$57.98

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,210.06
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$551.44
501 - Information Technology	501.11000 (Cash)	$255.19
502 - Engineering	502.11000 (Cash)	$41.65

108097 08/04/2016 Open Accounts Payable CHAMPION INDUSTRIAL $1,212.08

Invoice	Date	Description	Amount
51570	07/25/2016	FLEET MAINTENANCE - WATER COOLER REPAIRS	$534.88
51571	07/25/2016	PEDRETTI PARK - REPAIRS TO WATER COOLER	$155.20
51845	07/25/2016	WATER RESOURCES - NO A/C	$284.36
51840	07/25/2016	CORP YARD - NO A/C IN PARKS & REC BLDG	$237.64

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$237.64
205 - Sports Facilities	205.11000 (Cash)	$155.20
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$284.36
505 - Fleet	505.11000 (Cash)	$534.88

108098 08/04/2016 Open Accounts Payable CODE PUBLISHING COMPANY $350.00

Invoice	Date	Description	Amount
53617	08/02/2016	Admin Svcs Code Pub & TR 3965	$350.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$350.00

108099 08/04/2016 Open Accounts Payable COMBINED BENEFITS ADMINISTRATORS $96,413.79

Invoice	Date	Description	Amount
CK Run 7/26/16	06/30/2016	Check Run 7/26/16 15/16	$69,074.96
CK Run 7/26 2017	07/29/2016	Check Run 7/26/16 16/17	$27,338.83

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$96,413.79

108100 08/04/2016 Open Accounts Payable EXPRESS PRESS $572.44

Invoice	Date	Description	Amount

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

30396	07/29/2016	Summer Tball Shirts		$572.44
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$572.44

108101 08/04/2016 Open — Accounts Payable — FLASHER BARRICADE ASSOCIATION — $7,800.00

Invoice	Date	Description	Amount
TRAINING 7/28-29	08/01/2016	CALIF WORK ZONE TRAFFIC CONTROL TECH/FLAGGER	$7,800.00
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$2,200.00
426 - Transit - Fixed Route		426.11000 (Cash)	$400.00
502 - Engineering		502.11000 (Cash)	$5,200.00

108102 08/04/2016 Open — Accounts Payable — GOMES & SONS INC, JOE M — $15,511.38

Invoice	Date	Description	Amount
7/1/16-7/15/16	07/29/2016	CUST #24090 - Fuel Expense for 7/01/16 - 7/15/16	$15,511.38
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$8,179.34
205 - Sports Facilities		205.11000 (Cash)	$378.54
217 - Streets - Gas Tax		217.11000 (Cash)	$820.52
246 - Landscape Assessment		246.11000 (Cash)	$920.21
255 - CDBG		255.11000 (Cash)	$60.65
405 - Building		405.11000 (Cash)	$173.92
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,772.53
420 - WATER		420.11000 (Cash)	$709.39
425 - Transit - Dial-A-Ride		425.11000 (Cash)	$2,227.22
426 - Transit - Fixed Route		426.11000 (Cash)	$170.71
502 - Engineering		502.11000 (Cash)	$98.35

108103 08/04/2016 Open — Accounts Payable — GORNE, GARY — $799.65

Invoice	Date	Description	Amount
14396	06/30/2016	MISC SUPPLIES FOR PEDRETTI	$799.65
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	$799.65

108104 08/04/2016 Open — Accounts Payable — HOLT OF CALIFORNIA INC — $7,733.02

Invoice	Date	Description	Amount
SW030071260	06/30/2016	PM 2 ENGINE & GENERATOR/LOAD BANK TEST ENG	$6,288.28
SW030071284	06/30/2016	PERFORM MAINTENANCE ON AUTO TRANSFER SWITCH	$722.37
SW030071283	06/30/2016	PERFORM MAINTENANCE ON 2ND AUTO TRANSFER SWITCH	$722.37
Paying Fund		Cash Account	Amount

110 - General Fund	110.11000 (Cash)	$7,733.02

108105 08/04/2016 Open Accounts Payable HORIZON $419.25

Invoice	Date	Description	Amount
1W089730	08/01/2016	SRO-53-1020 CHABT802 SEED RESEARCH CHAMP FOR TRSC	$419.25

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$419.25

108106 08/04/2016 Open Accounts Payable HUB INT'L OF CA INS SVC $448.18

Invoice	Date	Description	Amount
JULY 2016	08/01/2016	LIABILITY INSURANCE FOR FACILITIES	$448.18

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$448.18

108107 08/04/2016 Open Accounts Payable KLEINFELDER INC $2,117.70

Invoice	Date	Description	Amount
001112219	06/30/2016	15-43 MONTANA NEIGHBORHOOD PARK PH 1, SR04	$1,892.70
001112179	06/30/2016	15-28 BRANDON KOCH MEMORIAL SKATEPARK, SR04 JUN SVS	$225.00

Paying Fund	Cash Account	Amount
228 - Park Development Tax	228.11000 (Cash)	$225.00
269 - Parks & Public Facilities Grants	269.11000 (Cash)	$1,892.70

108108 08/04/2016 Open Accounts Payable KYOCERA DOCUMENT SOLUTIONS AMERICA INC $843.58

Invoice	Date	Description	Amount
309554640	07/29/2016	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

108109 08/04/2016 Open Accounts Payable LEHIGH HANSON INC $738.51

Invoice	Date	Description	Amount
1700164	08/01/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$182.86
1699709	08/01/2016	ASPHALT FOR STREETS	$97.72
1697832	08/01/2016	ASPHALT FOR STREETS	$145.99
1698301	08/01/2016	ASPHALT FOR STREETS	$110.32
1698759	08/01/2016	ASPHALT FOR STREETS	$94.23
1699258	08/01/2016	ASPHALT FOR STREETS	$107.39

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$647.08
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$91.43

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

108110 08/04/2016 Open Accounts Payable MADRUGA BROS ENT INC $563.50

Invoice	Date	Description	Amount
25669	07/25/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	$105.00
25671	07/25/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	$112.00
25672	07/25/2016	MADRUGA CAR WASH - 27 PD/ 1 IT/ 2 SPORTS	$105.00
25673	07/25/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	$105.00
25675	07/25/2016	MADRUGA CAR WASH - 9 POLICE	$31.50
25670	07/25/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	$105.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$444.50
205 - Sports Facilities	205.11000 (Cash)	$7.00
217 - Streets - Gas Tax	217.11000 (Cash)	$3.50
255 - CDBG	255.11000 (Cash)	$7.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$52.50
420 - WATER	420.11000 (Cash)	$24.50
501 - Information Technology	501.11000 (Cash)	$3.50
502 - Engineering	502.11000 (Cash)	$21.00

108111 08/04/2016 Open Accounts Payable NAPA AUTO PARTS $232.95

Invoice	Date	Description	Amount
664535	07/29/2016	CL01-852 DISC BRAKE PADS	$30.91
664031	07/29/2016	AD06-0419 STROBE	$93.86
664271	07/29/2016	PK04-4249 DISC BRAKE PADS	$74.18
664344	07/29/2016	ENG04-335 DISC BRAKE PADS	$34.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$74.18
246 - Landscape Assessment	246.11000 (Cash)	$93.86
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$30.91
502 - Engineering	502.11000 (Cash)	$34.00

108112 08/04/2016 Open Accounts Payable NESTLE WATERS NORTH AMERICA $566.95

Invoice	Date	Description	Amount
06G0033242363	07/29/2016	WATER FOR UTILITIES 7/1/16	$145.93
06G0033242330	07/29/2016	WATER FOR FLEET MAINTENANCE 7/1/16	$35.72
06G0033242397	07/29/2016	WATER FOR ELECTRICAL MAINTENANCE 7/1/16	$73.13
06G0033242389	07/29/2016	WATER FOR WQC 7/1/16	$164.19
06G0033309543	07/29/2016	WATER FOR PUBLIC FACILTY MAINTENANCE 7/1/16	$127.91
06G0033258518	07/29/2016	WATER FOR WATER RESOURCE BLDG 7/1/16	$20.07

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$63.95
246 - Landscape Assessment	246.11000 (Cash)	$63.96
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$439.04

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

108113	08/04/2016	Open		Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$724.41

Invoice	Date	Description	Amount
81009056	07/29/2016	WATER CIRCULATING PUMP	$325.98
81009326	07/29/2016	WHEEL CHAIR RAMP	$398.43
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	$724.41

108114	08/04/2016	Open		Accounts Payable	OREILLY AUTO PARTS	$92.91

Invoice	Date	Description	Amount
2800-345002	07/29/2016	PARKS WHEEL WEIGHT TOOL	$14.63
2800-343997	07/29/2016	WATER PUMP CREDIT ACCOUNT	($78.28)
2800-343024	07/29/2016	WATER PUMP	$78.28
2800-343995	07/29/2016	BLT10-1037 WATER PUMP	$78.28
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$14.63
426 - Transit - Fixed Route		426.11000 (Cash)	$78.28

108115	08/04/2016	Open		Accounts Payable	PACE SUPPLY CORPORATION	$1,194.64

Invoice	Date	Description	Amount
053382126	07/29/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	$758.76
053382126-1	07/29/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	$435.88
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,194.64

108116	08/04/2016	Open		Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$8,200.30

Invoice	Date	Description	Amount
2179	06/30/2016	SR 15-02, CP 14-44 INTERS IMPROV AT W MAIN & S TEGNER, JUNE SVS	$8,200.30
Paying Fund		Cash Account	Amount
215 - Streets - Grant Funded Projects		215.11000 (Cash)	$8,200.30

108117	08/04/2016	Open		Accounts Payable	PRESORT CTR STOCKTON INC	$1,614.25

Invoice	Date	Description	Amount
92825	06/30/2016	BUSINESS LICENSE RENEWAL BILLING	$1,614.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,614.25

108118	08/04/2016	Open		Accounts Payable	R & B COMPANY	$1,027.07

Invoice	Date	Description	Amount
S1576383.001	07/29/2016	R & B - CONTRACT #14-049 PIPE & PIPE FITTING SUPPLIES	$1,027.07

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,027.07

108119 08/04/2016 Open Accounts Payable ROMEO MEDICAL CLINIC $839.00

Invoice	Date	Description	Amount
7/11/16-FY 15/16	06/30/2016	FY 15/16-Medical Expenses-Work Wellness	$839.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$135.00
217 - Streets - Gas Tax	217.11000 (Cash)	$99.00
246 - Landscape Assessment	246.11000 (Cash)	$198.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$261.00
420 - WATER	420.11000 (Cash)	$146.00

108120 08/04/2016 Open Accounts Payable SAFETY-KLEEN CORPORATION $705.78

Invoice	Date	Description	Amount
70525752	07/29/2016	SAFETY-KLEEN - PARTS CLEANER AND SERVICE	$705.78

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$705.78

108121 08/04/2016 Open Accounts Payable SHARPENING SHOP $360.83

Invoice	Date	Description	Amount
217874	07/29/2016	CLUTCH KIT AD10-439	$360.83

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$360.83

108122 08/04/2016 Open Accounts Payable SHORE CHEMICAL COMPANY $150.14

Invoice	Date	Description	Amount
45758	06/30/2016	MISC POOL CHEMICALS	$150.14

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$150.14

108123 08/04/2016 Open Accounts Payable STOMMEL INC DBA LEHR AUTO ELECTRIC $7,209.30

Invoice	Date	Description	Amount
01125880	06/30/2016	INSTALL EMERG EQUIP ON UNIT 1307	$670.44
01125881	06/30/2016	REMOVE EMERG EQUIP FROM UNIT 579	$170.00
01123698	06/30/2016	UNIT 1304 RADIO/LIGHTS	$3,241.36
01123688	06/30/2016	UNIT 1305 SIREN/PTT	$3,127.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$840.44
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$6,368.86

108124 08/04/2016 Open Accounts Payable T I D $1,344.00

Invoice	Date	Description	Amount

23327	07/29/2016	Communicatioin cable pole fees for first half of 2016	$672.00	
23317	07/29/2016	Communication cable pole fees for second half of 2015	$672.00	
Paying Fund		Cash Account	Amount	
110 - General Fund		110.11000 (Cash)	$448.00	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$448.00	
420 - WATER		420.11000 (Cash)	$448.00	

108125 08/04/2016 Open Accounts Payable TEST.COM INC $1,029.00

Invoice	Date	Description	Amount
700148-26	07/29/2016	SUBSCRIPTION RENEWAL FOR ONLINE HOSTING SITE	$29.00
699574-39	07/29/2016	SUBSCRIPTION RENEWAL FOR ONLINE HOSTING SITE	$1,000.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$500.00
420 - WATER		420.11000 (Cash)	$529.00

108126 08/04/2016 Open Accounts Payable TURLOCK CITY TOW INC $407.75

Invoice	Date	Description	Amount
88674	07/25/2016	PD - SERVICES FOR UNIT 509	$27.00
88424	07/25/2016	PD - SERVICES FOR POL15-1141/ UNIT 531	$27.00
88663	07/25/2016	PD - TOWING SERVICES FOR UNIT 513	$95.75
89391	07/25/2016	PD - EVIDENCE TOW	$32.00
88680	07/25/2016	PD - EVIDENCE TOW	$27.00
88681	07/25/2016	PD - EVIDENCE TOW	$27.00
88682	07/25/2016	PD - EVIDENCE TOW	$27.00
88683	07/25/2016	PD - EVIDENCE TOW	$27.00
88684	07/25/2016	PD - EVIDENCE TOW POL06-1260	$27.00
88649	07/25/2016	PD - SERVICES FOR POL11-1114	$32.00
89471	07/25/2016	PD - SERVICES FOR POL16-1302	$27.00
89094	07/25/2016	PD - EVIDENCE TOW	$32.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$407.75

108127 08/04/2016 Open Accounts Payable TURLOCK GOSPEL MISSION $389.42

Invoice	Date	Description	Amount
Draw 3	06/30/2016	TURLOCK GOSPEL MISSION FY 2015-2016	$389.42
Paying Fund		Cash Account	Amount
255 - CDBG		255.11000 (Cash)	$389.42

108128 08/04/2016 Open Accounts Payable TURLOCK JOURNAL $725.60

Invoice	Date	Description	Amount
153692	07/29/2016	ADVERTISER NO.13453-WATER CONSERVATION AD	$350.00
154981	07/28/2016	Advertiser No.15310-Public Notice for 8/4 Planning	$375.60

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

Paying Fund	Comm Mtg Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$375.60
420 - WATER	420.11000 (Cash)	$350.00

108129 08/04/2016 Open Accounts Payable TURLOCK SCAVENGER/SWEEPING $59,794.50

Invoice	Date	Description	Amount
APRIL 30 2016	06/30/2016	STREET SWEEPING	$19,931.50
MAY 31 2016	06/30/2016	STREET SWEEPING	$19,931.50
JUNE 30 2016	06/30/2016	STREET SWEEPING	$19,931.50

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$59,794.50

108130 08/04/2016 Open Accounts Payable TURLOCK UNIFIED SCHOOL DISTICT, ACCOUNTS RECEIVABLE $1,577.50

Invoice	Date	Description	Amount
1591	07/26/2016	THS Pool Use July	$450.00
1672	07/27/2016	PHS Pool Use July	$82.50
1597	07/27/2016	PHS Pool Use July	$1,045.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,577.50

108131 08/04/2016 Open Accounts Payable VINE & SONS INC, ER $1,601.78

Invoice	Date	Description	Amount
0013167-IN	07/29/2016	VINE & SON - LUBRICATING OIL CONTRACT	$1,601.78

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$1,601.78

108132 08/04/2016 Open Accounts Payable ZEE MEDICAL SERVICE CO $53.76

Invoice	Date	Description	Amount
66583405	07/29/2016	Operations (WQC) medical supplies	$53.76

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$53.76

108133 08/04/2016 Open Accounts Payable 38TH DAA - STANISLAUS COUNTY FAIR $5,000.00

Invoice	Date	Description	Amount
Community Grant	08/01/2016	STANISLAUS COUNTY FAIR COMM GRANT PROGRAM	$5,000.00

Paying Fund	Cash Account	Amount
120 - Tourism	120.11000 (Cash)	$5,000.00

108134 08/04/2016 Open Accounts Payable ASSYRIAN CHURCH OF THE EAST $5,000.00

Invoice	Date	Description	Amount
Community Grant	08/01/2016	ASSYRIAN FESTIVAL COMM GRANTS PROGRAM	$5,000.00

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

Paying Fund	Cash Account	Amount
120 - Tourism	120.11000 (Cash)	$5,000.00

108135 08/04/2016 Open Accounts Payable CALIFORNIA SKATE PARKS $800.00

Invoice	Date	Description	Amount
MTR# 15649497	07/12/2016	Meter Refund-Construction Water	$800.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$800.00

108136 08/04/2016 Open Accounts Payable CARNEGIE ARTS CENTER $5,000.00

Invoice	Date	Description	Amount
Community Grant	08/01/2016	CHILDREN'S BOOK FAIR COMM EVENTS GRANT PROGRAM	$5,000.00

Paying Fund	Cash Account	Amount
120 - Tourism	120.11000 (Cash)	$5,000.00

108137 08/04/2016 Open Accounts Payable CBS JANITORIAL SERVICE $778.50

Invoice	Date	Description	Amount
MTR# 15649495	07/12/2016	Meter Refund-Construction Water	$778.50

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$778.50

108138 08/04/2016 Open Accounts Payable GEORGE REED, INC. $676.62

Invoice	Date	Description	Amount
MTR# 15649495	07/12/2016	Meter Refund-Construction Water	$676.62

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$676.62

108139 08/04/2016 Open Accounts Payable Jimenez, Bertha $21.92

Invoice	Date	Description	Amount
935 Jessica St	07/28/2016	Reimbursement for overpayment of FTHB loan payoff	$21.92

Paying Fund	Cash Account	Amount
257 - State HOME Funds	257.11000 (Cash)	$21.92

108140 08/04/2016 Open Accounts Payable LARIOS, NALLELY $292.00

Invoice	Date	Description	Amount
Reimbursement	08/03/2016	County child care reimbursement for out of pocket expense	$292.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$292.00

108141 08/04/2016 Open Accounts Payable Lewis, Clifford $93.37

Invoice	Date	Description	Amount
TR-N/AMealsCL	07/26/2016	TR-N/A Reimbursement for Meals - CSI Training 7/11-	$93.37

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

Paying Fund	7/16 Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$93.37

108142 08/04/2016 Open Accounts Payable LORENZI, MARIE $91.21

Invoice	Date	Description	Amount
GASB 7-18-16	08/01/2016	MILEAGE & PARKING GASB UPDATE IN SAN LEANDRO 7-18-16	$91.21

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$91.21

108143 08/04/2016 Open Accounts Payable MOUW, LAWRENCE $1,368.75

Invoice	Date	Description	Amount
MOUW-COMPUTER	07/28/2016	COMPUTER LOAN PROGRAM-REIMBURSEMENT FOR INITIAL PURCHASE	$1,368.75

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,368.75

108144 08/04/2016 Open Accounts Payable OSTRANDER, ERIC $314.00

Invoice	Date	Description	Amount
FY 15/16-ED REIM	06/30/2016	FY 15/16-TCEA EDUCATION REIMBURSEMENT	$314.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$314.00

108145 08/04/2016 Open Accounts Payable TURLOCK DOWNTOWN PROPERTY OWNERS ASSN. $4,000.00

Invoice	Date	Description	Amount
Community Grant	08/01/2016	4TH OF JULY PARADE COMM GRANTS PROGRAM	$4,000.00

Paying Fund	Cash Account	Amount
120 - Tourism	120.11000 (Cash)	$4,000.00

108146 08/04/2016 Open Accounts Payable UPC Of Ceres $300.00

Invoice	Date	Description	Amount
Deposit Refund	07/27/2016	Facility Deposit Refund	$300.00

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

108147 08/04/2016 Open Accounts Payable Watson, Jason $90.74

Invoice	Date	Description	Amount
TR-N/AMealsJW	08/01/2016	TR-N/A Reimbursement for Meals - CSI Training 7/11-7/16 Manteca	$90.74

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$90.74

108148 08/04/2016 Open Accounts Payable WGAS MOTORSPORT $3,500.00

Payment Register

From Payment Date: 7/29/2016 - To Payment Date: 8/4/2016

ENTERTAINMENT LLC

Invoice	Date	Description	Amount
Community Grant	08/01/2016	2016 MONSTER TRUCK FALL NATIONALS COMM EVENTS GRANT	$3,500.00
Paying Fund		Cash Account	Amount
120 - Tourism		120.11000 (Cash)	$3,500.00

Type Check Totals: 59 Transactions $257,352.43

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	$257,352.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	59	$257,352.43	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	$257,352.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	59	$257,352.43	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**59**	**$257,352.43**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**59**	**$257,352.43**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**59**	**$257,352.43**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**59**	**$257,352.43**	**$0.00**

5B

City Council Synopsis

August 30, 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:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Badger Meter, Inc. for the purchase of commercial and industrial water meters, correcting the compensation from a total amount to an annual amount of $200,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On January 8, 2013, the City Council approved an agreement with Badger Meter, Inc. for the purchase of commercial and industrial water meters. The agreement stipulated the contract shall not exceed two hundred thousand and no/100ths dollars ($200,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Department needs to purchase commercial and industrial water meters.

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: $200,000

OK for Agenda

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 Badger Meter, Inc., with an annual not-to-exceed amount of $200,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
BADGER METER, INC.
for
COMMERCIAL AND INDUSTRIAL WATER METERS
CONTRACT NO. 12-060

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **BADGER METER, INC.**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated January 8, 2013, whereby SUPPLIER will supply commercial and industrial water meters (hereinafter the "Agreement").

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

1. 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 Two Hundred Thousand and No/100^{ths} Dollars ($200,000.00) 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

BADGER METER, INC.

By: _____

Title: _____

Print name: _____

Date: _____

City Council Synopsis

August 30, 2016

5C

million acts of kindness

From: Michael I. Cooke, Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and St. Francis Electric, LLC for traffic signal preventative maintenance and repair services, correcting the compensation from a total amount to an annual amount of $150,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On August 11, 2015, the City Council approved an agreement with St. Francis Electric, LLC to supply traffic signal preventative maintenance and repair services. The agreement stipulated the contract shall not exceed one hundred fifty thousand and no/100ths dollars ($150,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Electrical Mechanical Maintenance Department needs to maintain the traffic signal systems to operate properly with due regard for the safety of motorists, bicyclists and pedestrians who use the streets.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item pertains to the ongoing operation and overall maintenance of City facilities and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $150,000

OK for Agenda

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 St. Francis Electric, LLC, with an annual not-to-exceed amount of $150,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
ST. FRANCIS ELECTRIC, LLC
for
TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT NO. 15-096

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and ST. FRANCIS ELECTRIC, LLC, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated August 11, 2015, whereby SUPPLIER will provide traffic signal preventative maintenance and repair services (hereinafter the "Agreement").

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

1. 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 One Hundred Fifty Thousand and No/100^{ths} Dollars ($150,000.00) 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

ST. FRANCIS ELECTRIC, LLC

By: _____

Title: _____

Print name: _____

Date: _____

City Council Synopsis
August 30, 2016

5D

From: Michael I. Cooke, Municipal Services Director

Prepared by: Beth Morgan, Customer Service Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Presort Center of Stockton, Inc. for laser printing, mailing services and business licenses, correcting the compensation from a total amount to an annual amount of $127,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On March 24, 2015, the City Council approved an agreement with Presort Center of Stockton, Inc. for laser printing, mailing services and business license services. The agreement stipulated the contract shall not exceed one hundred twenty-seven thousand dollars and no/100ths ($127,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Department needs laser printing, mailing services and business license services.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $127,000

OK for Agenda

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 Presort of Stockton, with an annual not-to-exceed amount of $127,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
PRESORT CENTER OF STOCKTON INC.
for
LASER PRINTING, MAILING SERVICES AND BUSINESS LICENSES
CONTRACT NO. 15-012

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **PRESORT CENTER OF STOCKTON INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated March 24, 2015, whereby CONTRACTOR will provide laser printing, mailing services and business license services (hereinafter the "Agreement").

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

1. Paragraph 4 of the Agreement is amended in part to read as follows:

> "4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all services and furnishing all staffing and materials called for in Section I and for performance by CONTRACTOR of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Twenty-Seven Thousand and No/100^{ths} Dollars ($127,000.00) annually. Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1. CONTRACTOR 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

PRESORT CENTER OF STOCKTON INC.

By: _____

Title: _____

Print name: _____

Date: _____

5E

City Council Synopsis

August 30, 2016

million acts of kindness

From: Michael I. Cooke, Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to an Agreement between the City of Turlock and Howk Systems for pump repair services for City well sites, correcting the compensation from a total amount to an annual amount of $90,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On April 14, 2015, the City Council approved an agreement with Howk Systems to provide pump repair services for City well sites. The agreement stipulated the contract shall not exceed ninety thousand and no/100ths dollars ($90,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total as an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. The timely repair of pumps is critical to the operation of the City's water, wastewater and stormwater utilities.

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: $90,000.00

OK for Agenda

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 Howk Systems with an annual not-to-exceed amount of $90,000.00.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
HOWK SYSTEMS
for
PUMP REPAIR SERVICES
CONTRACT NO. 15-020

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **HOWK SYTEMS**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated April 14, 2015, whereby SUPPLIER will provide pump repair services for City well sites (hereinafter the "Agreement");

WHEREAS, the parties amended the agreement on July 12, 2016, whereby SUPPLIER will provide pump repair services for various types of pumps (hereinafter the "Agreement").

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

1. 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 Ninety Thousand and No/100^{ths} Dollars ($90,000.00) 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

HOWK SYSTEMS

By: _____

Title: _____

Print name: _____

Date: _____

City Council Synopsis

August 30, 2016

5F

From: Michael I. Cooke, Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Townsend Public Affairs for lobbying services, correcting the compensation from a total amount to an annual amount of $60,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On July 23, 2013, the City Council approved the agreement with Townsend Public Affairs to supply lobbying services. The agreement stipulated the contract shall not exceed sixty thousand and no/100ths dollars ($60,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Department needs to retain the services of a lobbyist to assist with water related legislation and funding opportunities.

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: $60,000

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 Townsend Public Affairs, with an annual not-to-exceed amount of $60,000.

OK for Agenda

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
TOWNSEND PUBLIC AFFAIRS
for
LOBBYING SERVICES
CONTRACT NO. 13-052

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **TOWNSEND PUBLIC AFFAIRS** (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated July 23, 2013, whereby SUPPLIER will provide lobbying services to assist with water related legislation and funding opportunities (hereinafter the "Agreement").

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

1. 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 Sixty Thousand and No/100^{ths} Dollars ($60,000.00) 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

TOWNSEND PUBLIC AFFAIRS

By: _____

Title: _____

Print name: _____

Date: _____

City Council Synopsis

August 30, 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:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and TBA Auto Parts for the purchase of auto parts and supplies for the Municipal Services Fleet Maintenance Division, correcting the compensation from a total amount to an annual amount of $45,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On January 14, 2014, the City Council approved an agreement with TBA Auto Parts for the purchase of auto parts and supplies. The agreement stipulated the contract shall not exceed forty-five thousand and no/100ths dollars ($45,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Fleet Maintenance Division needs to purchase auto parts and other supplies for the City of Turlock's fleet maintenance.

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: $45,000

OK for Agenda

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 TBA Auto Parts, with an annual not-to-exceed amount of $45,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
TBA AUTO PARTS
for
AUTO PARTS AND SUPPLIES
CONTRACT NO. 13-109

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **TBA AUTO PARTS**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated January 14, 2014, whereby SUPPLIER will provide auto parts and supplies for purchase (hereinafter the "Agreement").

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

1. 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 Forty-Five Thousand and No/100^{ths} Dollars ($45,000.00) 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

TBA AUTO PARTS

By: _____

Title: _____

Print name: _____

Date: _____

5H

City Council Synopsis

August 30, 2016

million acts of kindness

From: Michael I. Cooke, Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and R & B Company for pipe and pipe fittings, correcting the compensation from a total amount to an annual amount of $43,500 during the term of the existing contract

2. DISCUSSION OF ISSUE:

The Municipal Services Utilities Division has a need to purchase pipe and pipe fittings for water line installation and repair. On June 24, 2014, the City Council approved an agreement with R & B Company to supply pipe and pipe fittings. The agreement stipulated the contract shall not exceed twenty-nine thousand and no/100ths dollars ($29,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

Also, due to the non-renewal of a contract with HD Supply Waterworks, it is necessary to increase the amount of the contract with R & B Company to include those items that had previously been purchased from HD Supply Waterworks. Therefore, we are requesting the annual not-to-exceed total be increased to forty-three thousand five hundred and no/100ths dollars ($43,500).

3. BASIS FOR RECOMMENDATION:

A. A motion by the City Council is required to amend the contract to change the not-to-exceed amount to an annual amount and increase the annual amount total.

B. The Municipal Services Utilities Division has a need to purchase pipe and pipe fittings for water line installation and repair.

OK for Agenda

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: $43,500
Fund Number: 410-51-531.44001_005
410-51-550.44001_005

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 R & B Company with an annual not-to-exceed amount of $43,500.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount and increase the amount to reflect a previous contract termination.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
R & B COMPANY
for
PIPE AND PIPE FITTINGS
CONTRACT NO. 14-049

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **R & B COMPANY**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated June 24, 2014, whereby SUPPLIER will supply pipe and pipe fittings for the Municipal Services Utilities Division (hereinafter the "Agreement").

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

1. 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 Forty-Three Thousand Five Hundred and No/100^{ths} Dollars ($43,500.00) 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

R & B COMPANY

By: _____

Title: _____

Print name: _____

Date: _____

City Council Synopsis

August 30, 2016

million acts of kindness

From: Michael I. Cooke, Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Pace Supply for pipe and pipe fittings, correcting the compensation from a total amount to an annual amount of $43,500 during the term of the existing contract

2. DISCUSSION OF ISSUE:

The Municipal Services Utilities Division has a need to purchase pipe and pipe fittings for water line installation and repair. On June 24, 2014, the City Council approved an agreement with Pace Supply to supply pipe and pipe fittings. The agreement stipulated the contract shall not exceed twenty-nine thousand and no/100ths dollars ($29,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

Also, due to the non-renewal of a contract with HD Supply Waterworks, it is necessary to increase the amount of the contract with Pace Supply to include those items that had previously been purchased from HD Supply Waterworks. Therefore, we are requesting the annual not-to-exceed total be increased to forty-three thousand five hundred and no/100ths dollars ($43,500).

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Utilities Division has a need to purchase pipe and pipe fittings for water line installation and repair.

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.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $43,500
Fund Number: 410-51-531.44001_005
410-51-550.44001_005

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 Pace Supply with an annual not-to-exceed amount of $43,500.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount and increase the amount to reflect a previous contract termination.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
PACE SUPPLY
for
PIPE AND PIPE FITTINGS
CONTRACT NO. 14-048

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **PACE SUPPLY**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated June 24, 2014, whereby SUPPLIER will supply pipe and pipe fittings for the Municipal Services Utilities Division (hereinafter the "Agreement").

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

1. 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 Forty-Three Thousand Five Hundred and No/100^{ths} Dollars ($43,500.00) 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.

DK 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

PACE SUPPLY

By: _____

Title: _____

Print name: _____

Date: _____

5 J

City Council Synopsis

August 30, 2016

million acts of kindness

From: Michael I. Cooke, Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and E.R. Vine & Sons, Inc. for lubricating oil and miscellaneous products, correcting the compensation from a total amount to an annual amount of $20,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On November 13, 2012, the City Council approved an agreement with E.R. Vine & Sons, Inc. to supply lubricating oil and miscellaneous oil products. The agreement stipulated the contract shall not exceed twenty thousand and no/100ths dollars ($20,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Department needs to purchase lubricating oil and miscellaneous oil products.

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: $20,000

OK for Agenda

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 E.R. Vine & Sons, Inc., with an annual not-to-exceed amount of $20,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
E.R. VINE & SONS, INC.
for
LUBRICATING OIL AND MISCELLANEOUS PRODUCTS
CONTRACT NO. 12-055

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **E.R. VINE & SONS, INC.**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated November 13, 2012, whereby SUPPLIER will supply lubricating oil and miscellaneous products (hereinafter the "Agreement").

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

1. 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 Twenty Thousand and No/100^{ths} Dollars ($20,000.00) 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

E.R. VINE & SONS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

5K

City Council Synopsis

August 30, 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:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Central Valley Concrete, Inc. for the purchase and delivery of aggregate, asphaltic concrete and related materials to job sites for City projects, correcting the compensation from a total amount to an annual amount of $15,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On June 23, 2015, the City Council approved an agreement with Central Valley Concrete, Inc. to supply aggregate, asphaltic concrete and related materials to job sites for City projects. The agreement stipulated the contract shall not exceed fifteen thousand and no/100ths dollars ($15,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total as an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. Supplies provided by Central Valley Concrete Inc. are required for City job sites.

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: $15,000

OK for Agenda

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 Central Valley Concrete, Inc. with an annual not-to-exceed amount of $15,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
CENTRAL VALLEY CONCRETE, INC.
for
AGGREGATES, ASPHALTIC CONCRETE AND RELATED MATERIALS
CONTRACT NO. 15-059

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **CENTRAL VALLEY CONCRETE, INC.**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated June 23, 2015, whereby SUPPLIER will supply and deliver aggregate, asphaltic concrete and related materials to job sites for City projects on an "as needed" basis (hereinafter the "Agreement").

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

1. Paragraph 4 of the Agreement is amended in part to read as follows:

> "4. **COMPENSATION:** CITY agrees to pay SUPPLIER in accordance with Exhibit B 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 Fifteen Thousand and No/100^{ths} Dollars ($15,000.00) 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

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

Larry Gilley
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590 ext. 4442
E-mail: lgilley@turlock.ca.us

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

CENTRAL VALLEY CONCRETE, INC.

By: _____

Title: _____

Print name: _____

Date: _____

5L

City Council Synopsis

August 30, 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:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Hilmar Ready Mix for porta-mix concrete, correcting the compensation from a total amount to an annual amount of $12,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On August 11, 2015, the City Council approved an agreement with Hilmar Ready Mix to supply porta-mix concrete for small City projects. The agreement stipulated the contract shall not exceed twelve thousand and no/100ths dollars ($12,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total as an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. Supplies provided by Hilmar Ready Mix are required for doing concrete work at City job sites.

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: $12,000

OK for Agenda

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 Hilmar Ready Mix with an annual not-to-exceed amount of $12,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
HILMAR READY MIX
for
PORTA-MIX CONCRETE
CONTRACT NO. 15-082

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **HILMAR READY MIX**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated August 11, 2015, whereby SUPPLIER will provide porta-mix concrete for small City projects (hereinafter the "Agreement").

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

1. 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 Twelve Thousand and No/100^{ths} Dollars ($12,000.00) 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

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

Larry Gilley
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590 ext. 4442
E-mail: lgilley@turlock.ca.us

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

HILMAR READY MIX

By: _____

Title: _____

Print name: _____

Date: _____

5M

City Council Synopsis

August 30, 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:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Bay Area Coating Consultants, Inc. for water storage tank inspection services, correcting the compensation from a total amount to an annual amount of $3,200 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On January 26, 2016, the City Council approved an agreement with Bay Area Coating Consultants, Inc. to provide water storage tank inspection services. The agreement stipulated the contract shall not exceed three thousand two hundred and no/100ths dollars ($3,200) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total as an "annual" amount instead of a complete amount.

3. BASIS FOR RECOMMENDATION:

A. Special technical expertise is needed when conducting the maintenance inspections of the water storage tanks coating system.

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: $3,200

OK for Agenda

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 Bay Area Coating Consultants, Inc. with an annual not-to-exceed amount of $3,200.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
BAY AREA COATING CONSULTANTS INC.
for
WATER STORAGE TANK INSPECTION SERVICES
CONTRACT NO. 15-159

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **BAY AREA COATING CONSULTANTS, INC.**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated January 26, 2016, whereby SUPPLIER will provide water storage tank inspection services (hereinafter the "Agreement").

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

1. 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 Thousand Two Hundred and No/100^{ths} Dollars ($3,200.00) 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

BAY AREA COATING CONSULTANTS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

5N

City Council Synopsis
August 30, 2016

From: Nino C. Amirfar, Acting Chief of Police

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds of $45,056 from Fiscal Year 2015-16 to account number 506-00-000-213.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement – Police Services" reserve balance for the purchase of an Animal Control vehicle

2. DISCUSSION OF ISSUE:

On January 26, 2016, the City Council approved the purchase of one (1) Animal Control vehicle from National Auto Fleet Group. The vehicle was purchased and budgeted in the 2015-16 FY; however it was not delivered to the City of Turlock until July 5, 2016. Payment needs to be made out of the 2016-17 FY, therefore the unspent funds need to be re-appropriated to the 2016-17 FY.

3. BASIS FOR RECOMMENDATION:

This vehicle was budgeted in the 2015-16 budget, requiring a re-appropriation of the unspent funds to make payment on the purchase received in 2016-17.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2: Fiscal Responsibility

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

$45,056

OK for Agenda

Budget Amendment

Re-appropriating unspent funds of $45,056 from Fiscal Year 2015-16 to account number 506-00-000-213.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement – Police Services" reserve balance for the purchase of an Animal Control vehicle.

5. CITY MANAGER'S COMMENTS:

Recommends Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the re-appropriation. This alternative is not recommended because payment is required to National Auto Fleet Group.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING UNSPENT FUNDS OF $45,056 FROM FISCAL YEAR 2015-16 TO ACCOUNT NUMBER 506-00-000-213.51020 "EQUIPEMENT REPLACEMENT" FROM FUND 506 "VEHICLE/ EQUIPMENT REPLACEMENT – POLICE SERVICES" RESERVE BALANCE FOR THE PURCHSE OF AN ANIMAL CONTROL VEHICLE	**RESOLUTION NO. 2016-**

WHEREAS, on January 26, 2016, Council approved the purchase of one (1) Animal Control vehicle; and

WHEREAS, funding for this vehicle was budgeted in the 2015-16 Fiscal Year; and

WHEREAS, the vehicle was not delivered to the City of Turlock until July 5, 2016, requiring payment be made out of the 2016-17 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate unspent funds of $45,056 from Fiscal Year 2015-16 to account number 506-00-000-213.51020 "Equipment Replacement" from Fund 506 "Vehicle Equipment Replacement – Police Services" reserve balance for the purchase of an Animal Control vehicle.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th 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 30, 2016

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 1 to the revised and updated Consortium agreement between the City of Turlock and the Stanislaus Urban County for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston Gonzales National Affordable Housing Act of 1990, designating the City of Turlock as the lead agency of the Consortium and the Stanislaus Urban County comprised of the cities of Ceres, Newman, Oakdale, Patterson Waterford and the County of Stanislaus as sub-recipients of HOME funds for federal Fiscal Years 2016-2019

2. DISCUSSION OF ISSUE:

This item was brought before Council at the June14, 2016 meeting. There was an error in the fiscal year dates of the multi-year agreement and this action is to correct the dates of the agreement. All other language and terms remain the same. The corrected starting date of this agreement is July 1, 2016 and the ending date is June 30, 2019.

Background

The HOME Investment Partnerships Program was authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990 (P.L. 101-625). HOME is a federal block grant program that provides funding to states and localities to be used exclusively for affordable housing activities to benefit low-income households. Funds for HOME are appropriated annually to the Department of Housing and Urban Development (HUD), which in turn distributes funding to states and certain localities by formula. Forty percent of HOME funds are allocated to states and 60% are allocated to localities. The formula takes into account six factors, including the number of units in a jurisdiction that are substandard or unaffordable, the age of a jurisdiction's housing, and the number of families living below the poverty line in the jurisdiction.

OK for Agenda

States and localities that receive HOME funds are known as "participating jurisdictions." Participating jurisdictions must match the HOME funds they spend with their own 25% permanent contribution to affordable housing activities. They also must submit a Consolidated Plan to HUD that identifies the community's housing needs and describes in detail how HOME and other HUD block grant funds will be used to meet those needs. Participating jurisdictions can administer HOME funds themselves, or they can designate public agencies or nonprofit organizations to administer all or part of the HOME program on their behalf.

HOME funds can be used to finance a wide variety of affordable housing activities that generally fall into four categories: rehabilitation of owner-occupied housing; assistance to home buyers; acquisition, rehabilitation, or construction of rental housing; and tenant-based rental assistance. Projects that use HOME funding must meet certain income targeting and affordability requirements. Specifically, all HOME-assisted housing units must benefit households with incomes at or below 80% of area median income. Additionally, 90% of occupants of HOME assisted rental units and households that receive tenant-based rental assistance must have incomes at or below 60% of area median income. HOME-assisted housing must also meet certain definitions of affordability and must continue to remain affordable to low-income households for a specified period of time. The specific affordability requirements vary according to the type of activity for which funds are used and the amount of HOME funding contributed to the project.

In 1999, the United States Department of Housing and Urban Development (HUD) approved the creation of the City of Turlock/County of Stanislaus HOME Consortium for the purpose of obtaining Federal HOME funds on an annual entitlement basis. This authorization eliminated the need to compete for HOME funds at the state level.

Previously, the Council authorized the Consortia renewal for 2013-2016, 2010-2013 and for 2008-2010. This Amendment No. 1 to the revised and updated three year agreement attached as Exhibit A, is authorizing the participation of the City of Turlock in the Consortia and designating Turlock as the leady agency. Staff is requesting approval of the updated and revised HOME Consortium agreement for Federal Fiscal Years 2016-2017, 2017-2018, and 2018-2019. The renewal of this agreement is due to be completed and submitted to HUD by June 30, 2016. The effective date of this agreement is for the Federal 2017 program year.

Discussion

Under federal regulations, a participating consortium in the HOME program must have agreements between the lead agency and its sub-recipients. In the HOME Consortium, the City of Turlock will continue as the HUD authorized lead agency. The Cities of Ceres, Newman, Oakdale, Patterson and Waterford will be the sub-recipients of the County of Stanislaus. The County of Stanislaus must have annual agreements with each of the cities and will be responsible to the City of Turlock.

The HOME consortium is also required to have continued state certification from the State of California Housing and Community Development (HCD) indicating that it will direct its activities to address housing problems in the County of Stanislaus. The certification by HCD has been granted and it attached as Exhibit B. Further, the three year Consortium agreement with the County of Stanislaus outlines the responsibilities of the lead agency and its sub-recipients.

The City Attorney and County Counsel have reviewed and approved the agreement as to form.

3. BASIS FOR RECOMMENDATION:

In order to continue and renew the HOME Consortium, approval of the agreement is required under HUD regulation CFR Parts 91 & 92 of the Home Program.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the City's budget. Funds are to be held in a separate trust account and are found in the City's Fund 256. Sub recipients are provided funds through separate agreements for projects on a reimbursement basis.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Environmental review is done programmatically in conjunction with the Annual Action Plan and each HOME funded project under goes an additional project level NEPA environmental review before funds can be committed.

7. ALTERNATIVES:

A. To receive HUD HOME Consortium funds, the agreement is required. However, the City Council could choose to not approve the agreement in which case, the City of Turlock would be required to withdraw as a participating jurisdiction and the lead agency of the Consortium. This option is not recommended as the program provides almost $800,000 annually to support housing programs in the City and in the Consortium's service area.

EXHIBIT A

INTER-GOVERNMENTAL AGREEMENT
RENEWING THE TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM
Amendment No. 1

THIS AMENDMENT, dated August 30, 2016, is made and entered into by and among the City of Turlock, a municipal corporation of the State of California and located within the boundaries of Stanislaus County (hereinafter "Turlock") and the Urban County of Stanislaus.

WHEREAS, the parties hereto previously entered into an agreement dated June 16, 2016, whereby Turlock and the Stanislaus Urban County desire to renew their commitment to act jointly as a consortium for purposes of the Act and hereby enter into this Inter-Governmental Agreement which supersedes all other inter-governmental agreements setting up the Turlock/Stanislaus County HOME Consortium; and

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

VII. EFFECTIVE DATE

This Agreement shall go into effect October 1, 2016 and shall continue in full force and effect until September 30, 2019. The Stanislaus Urban County and Turlock shall be included in the TURLOCK HOME CONSORTIUM for a minimum of three federal fiscal years, which is reflected in the Consortium's Program years 16-17 (July 1,2016 to June 30, 2017), 17-18 (July 1, 2017 to June 30, 2018), and 18-19 (July 1, 2018 to June 30, 2019). The renewal of this agreement is due to be completed and submitted to HUD by June 30, 2016.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers' thereunto duly authorized on the date first written hereinabove.

OK for Agenda

CITY OF TURLOCK
156 South Broadway, Suite 250
Turlock, CA 95380

By_____
Gary Soiseth, Mayor

or:

_____
Gary R. Hampton, City Manager

Date_____

Approved as to form:

By _____
Phaedra A. Norton, City Attorney

Attest:

By_____
Kellie E. Weaver, City Clerk

STANISLAUS COUNTY
1010 Tenth Street, Suite 3400
Modesto, CA 95354

By _____
Stan Risen
Stanislaus County Chief Administrative Officer, acting as
"Lead Entity" for the Stanislaus Urban County

Date _____

Approved as to form:

By _____
Tom Boze, County Counsel

STATE OF CALIFORNIA -BUSINESS, TRANSPORTATION, AND HOUSING AGENCY Edmond G. Brown, Jr.
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
HOME Investment Partnerships Program
P. O. Box 952054
Sacramento, CA 94252-2054

EXHIBIT B

February 22, 2016

Sherry Touitou
Housing Program Specialist
City Turlock -Housing Program Services Division
156 S. Broadway, Suite 250, Turlock, CA 95380

RE: City of Turlock/ Stanislaus County HOME Consortium Certification 2017-2020

Dear Ms. Touitou:

This letter is in response to your request for continued State Certification of the City of Turlock/Stanislaus County HOME Consortium. We understand that for State Fiscal Years 2017-2020 the participating members of the City of Turlock/Stanislaus County HOME Consortium will include the unincorporated areas of Stanislaus County and the cities of Hughson, Oakdale, Ceres, Newman, Patterson, Turlock, and Waterford.

Our review is undertaken pursuant to Section 216(2) of the Cranston-Gonzalez National Affordable Housing Act as amended, (42 U.S.C. 12701, et.seq.) (Act), which authorizes geographically contiguous local governments to form a consortium to administer HOME Program funds. Procedures for designating the consortium and its renewal are further detailed in HUD Directives. The Act requires written certification by the State that the Consortium will direct its activities to the alleviation of housing problems within the State.

Based upon the information provided regarding your objectives for the use of HOME funds, I am pleased to provide State certification of the City of Turlock/Stanislaus County HOME Consortium for the State Fiscal Years 2017 through 2020.

HUD has directed the State to continue to monitor the performance of all cities and counties, (State Recipients), which have received HOME funds from the State, even if they are now members of a consortium or urban county. This includes monitoring of Program Income and long-term rental property issues. Each of these State Recipients must continue to file quarterly reports until all Project Completion Reports have been filed. Further, they must continue to file Annual Reports, monitoring reports and any other necessary reports as long as the State Recipient retains Program Income.

Final determination of membership from HUD is needed to confirm the member localities of your consortium. Please forward an executed copy of the agreement between HUD and the City of Turlock/Stanislaus County HOME Consortium to our office. The agreement also serves as a guide in determining eligibility of cities and counties for the State HOME Program. Provided that the agreement confirms the membership of the consortium as stated above, these localities will not be eligible to receive State HOME Program funds from federal allocations for FY 2017-2020.

We wish you continued success in achieving your affordable housing objectives through the HOME Consortium. If we can be of assistance to Consortium members in any way, please contact Christina DiFrancesco at (916) 263-0415.

Sincerely,

Tom Bettencourt
Division of Financial Assistance Planning and Evaluation Branch
Authorized Official"

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE REVISED AND UPDATED CONSORTIUM AGREEMENT BETWEEN THE CITY OF TURLOCK AND THE STANISLAUS URBAN COUNTY FOR THE PURPOSE OF UNDERTAKING HOME ELIGIBLE HOUSING ASSISTANCE ACTIVITIES PURSUANT TO TITLE II OF THE CRANSTON GONZALES NATIONAL AFFORDABLE HOUSING ACT OF 1990, AND DESIGNATING THE CITY OF TURLOCK AS THE LEAD AGENCY OF THE CONSORTIUM AND THE STANISLAUS URBAN COUNTY COMPRISED OF THE CITIES OF CERES, HUGHSON, NEWMAN, OAKDALE, PATTERSON, WATERFORD AND THE COUNTY OF STANISLAUS AS SUB-RECIPIENTS OF HOME FUNDS FOR FEDERAL FISCAL YEARS 2016-2019	RESOLUTION NO. 2016-

WHEREAS, the Congress of the United States has enacted the Cranston Gonzales National Affordable Housing Act of 1990 and Federal regulations have been adopted pursuant thereto, hereinafter called the "ACT"; and

WHEREAS, Title II of the Act creates the Home Investment in Affordable Housing Program (hereinafter called "HOME") that provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties, States, and consortia of local governments; and

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act; and

WHEREAS, the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Turlock, Waterford and the unincorporated areas of Stanislaus County are hereafter called the Consortium; and

WHEREAS, the Act requires that a consortium shall have one member unit of general local government authorized to act in a representative capacity for all members for

purposes of the Act and to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, the City of Turlock is the lead agency in the Consortium, designated by HUD as the HOME Participating Jurisdiction; and

WHEREAS, the cities of Ceres, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County are designated as Consortium Sub-recipients; and

WHEREAS, the City and the Consortium Sub-recipients have determined that it is mutually beneficial to have City disburse HOME funds for HOME-eligible activities; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 1 the revised and updated Consortium agreement between the City of Turlock and the Stanislaus Urban County for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston Gonzales National Affordable Housing Act of 1990, designating the City of Turlock as the lead agency of the Consortium and the Stanislaus Urban County comprised of the cities of Ceres, Newman, Oakdale, Patterson Waterford and the County of Stanislaus as sub-recipients of HOME funds for federal Fiscal Years 2016-2019

BE IT FURTHER RESOLVED that the City Council does hereby approve the Consortium agreement with the Stanislaus Urban County and its members (See Exhibit A).

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th 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

5P

City Council Synopsis
August 30, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Kellie Jacobs-Hunter, Administrative Services Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor or City Manager to enter into a Professional Services Agreement with a recruitment firm to conduct an executive recruitment for the position of Police Chief, in an amount not to exceed $30,000

Resolution: Appropriating $30,000 from Fund 110 "General Fund" reserve balance to 110-20-200.47090 "Testing & Recruitment" for the retention of a recruitment firm to conduct an executive recruitment for the position of Police Chief

2. DISCUSSION OF ISSUE:

Robert Jackson resigned from his position as Police Chief effective 8/12/16. There is a critical need to fill the vacant Police Chief position as soon as possible.

A common practice in filling positions of such importance is the use of an executive recruiter. Such firms possess the specialized skills to assist the City Council in developing a profile of the ideal candidate to meet Turlock's unique needs and will subsequently identify, recruit and screen only the most outstanding candidates for consideration.

The City of Turlock is in the process of identifying a professional recruitment firm that has extensive experience with attracting outstanding police executive talent. Given today's competition for the top police services talent, a nationwide search will be necessary. The company that is selected must have a marketing and advertising campaign that will utilize a database that targets police professionals with the appropriate amount of experience and contemporary police philosophy suitable for Turlock.

Upon selection of a professional recruitment firm, the standard City of Turlock Agreement for Special Services will be used to enter into a contractual agreement.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

Given the crucial service the Police Chief provides the City Manager, City Council and the entire municipal organization, it is absolutely essential that our City's Police Chief possess the skills to provide a high standard of services to the Council and the Community. Retention of an executive recruiter will provide invaluable assistance in the recruitment of our next Police Chief.

Pursuant to Turlock Municipal Code Section 2-7-08(b)(3), bidding procedures are not required for contracts involving the obtaining of professional or specialized skill, such as, but not limited to, services rendered by attorneys, engineers, accountants, and specialized consultants.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1: **Effective Leadership**

General Principles:
1. Foster innovation and promote positive change.
2. Provide clear organizational purpose and vision.
4. Proactively respond to emerging issues.
5. Exhibit professional excellence and behavior.

Action Items:
2. Develop our employees so they are prepared for advancement and/or other career opportunities.
3. Develop and communicate clear organizational purpose and vision.
4. Promote organizational and community engagement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment: Appropriation of $30,000 from Fund 110 "General Fund" reserve balance to 110-20-200.47090 "Testing & Recruitment."

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council could elect to not utilize the services of an executive recruiter.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $30,000 TO 110-20-200.47090 "TESTING & RECRUITMENT" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE FOR THE RETENTION OF A RECRUITMENT FIRM TO CONDUCT AN EXECUTIVE RECRUITMENT FOR THE POSITION OF POLICE CHIEF	**RESOLUTION NO. 2016-**

WHEREAS, Robert Jackson has resigned from his position as Police Chief effective 8/12/16; and

WHEREAS, a common practice in filling positions of such importance is the use of an executive recruiter who possesses specialized skills to assist the City Council in developing a profile of the ideal candidate to meet Turlock's unique needs and subsequently identify, recruit and screen only the most outstanding candidates for consideration; and

WHEREAS, given the crucial service the Police Chief provides the City Manager, City Council and the entire municipal organization, it is absolutely essential that our City's Police Chief possess the skills to provide a high standard of services to the Council and the Community; and

WHEREAS, retention of an executive recruiter will provide invaluable assistance in the recruitment of our next Police Chief.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $30,000 to 110-20-200.47090 "Testing & Recruitment" from Fund 110 "General Fund" reserve balance for the retention of a recruitment firm to conduct an executive recruitment for the position of Police Chief.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th 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 30, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Kellie Jacobs-Hunter, Administrative Services Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP 16-366 and Contract No. 16-104 to CPS HR Consulting of Sacramento for completion of a Citywide Total Compensation Study, in an amount not to exceed $16,085, having met all the specifications of RFP 16-366 and being the lowest responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

The Turlock City Council adopted Resolution No. 2014-200 at the December 9, 2014 Council Meeting. Resolution No. 2014-200 provides that the City of Turlock will conduct a Citywide Total Compensation Study of both represented and unrepresented employees with a goal to have the study completed on or about January 2017.

The Fiscal Year 2015-16 adopted budget contained a $40,000 appropriation for completion of a Citywide Total Compensation Study to be conducted by an independent consultant/vendor. Staff prepared and issued RFP 16-350 (Request for Proposal) on April 7, 2016, inviting qualified consultants/vendors to submit cost proposals for completion of a Citywide Total Compensation Study.

Staff received one response to RFP 16-350 in the amount of $59,500. Staff reached out to the five (5) non-responsive consultants/vendors and received feedback that the timeline identified was too short to complete the scope of work as outlined in RFP 16-350.

Staff revised the RFP, lengthening the timeline and removing non-essential items that wouldn't affect the intended final work product and returned to City Council on June 14, 2016 requesting Council reject the single proposal received which was $19,500 over approved budget amount and authorizing the issuance of RFP 16-

OK for Agenda

366, containing modifications to timeline and scope of work that would not affect the intended final work product.

Staff received six (6) proposals from qualified consultants. Please see table below for summary of proposals:

	CPS HR Consulting	Renne Sloan Holtzman LLP	Grace Consulting	McGrath HR Grp	RGS	Ewing Consulting
Total Cost	$16,085	$38,500	$31,375	$26,430	$36,120	$25,500
Timeline (weeks)	23 weeks	22.5 weeks	22 weeks	22 weeks	22 weeks	22 weeks

Staff is seeking authorization to award RFP 16-366 and Contract No. 16-104 to CPS HR Consulting of Sacramento.

CPS HR Consulting of Sacramento met all the specifications of RFP 16-366 and was the lowest responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5).

3. BASIS FOR RECOMMENDATION:

Pursuant to Turlock Municipal Code Section 2-7-09(c)(5), Award of Contracts. Contracts shall be awarded by Council to the lowest responsible bidder except as otherwise provided in the section.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1: Effective Leadership

General Principles:

1. Foster innovation and promote positive change.

Action Item:

1. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $40,000 for completion of a Citywide Total Compensation Study exists in the adopted FY 2016-17 Budget and is appropriated in 110-10-112-43014.

Agreement compensation includes a professional fee of $15,095 and reimbursable expenses not to exceed $990.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may elect not to approve this agreement. This alternative is not recommended; the City does not have available staff or equipment to perform this specialized service.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CPS HR CONSULTING
for
CITYWIDE TOTAL COMPENSATION STUDY
CONTRACT NO. 16-104

THIS AGREEMENT is made this 30th 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 **CPS HR Consulting**, a public sector consultant, 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 a Citywide Total Compensation Study; 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 B. 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 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 sixteen thousand eighty-five and no/100ths Dollars ($16,085.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda

(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 30, 2016 and end June 30, 2017, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S

obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against 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.

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

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

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

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

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

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as

required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination

date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

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

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

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

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

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or

necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

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

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

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

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

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

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

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

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

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

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

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

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

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall

make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

for CONSULTANT: **CPS HR CONSULTING**
ATTN: AMY KNIGHT, BID & PROPOSAL COORDINATOR
241 LATHROP WAY
SACRAMENTO, CA 95815
PHONE: (916) 471-3462

for CITY: **CITY OF TURLOCK**
ATTN: KELLIE JACOBS-HUNTER
ADMINISTRATIVE SERVICES
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 1104
FAX: (209) 668-5668

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

Kellie Jacobs-Hunter
Administrative Services
156 S. Broadway, Suite 230
Turlock, California 95380-5456
Telephone: (209) 668-5542, Ext. 1104
E-mail: kjacobs-hunter@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary Hampton, City Manager

Date: _____

CPS HR CONSULTING

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

4. Cost Proposal

Time and Materials

The professional fixed fee to complete the City's total compensation study as described in this proposal is: **$15,095.**

Our professional fixed fee includes the following trips: Project Initiation Meetings and Orientation Sessions; Job Evaluation Interviews (two days onsite); Presentation of the Final Compensation Reports to the City Council.

Total Compensation Study Professional Fee and Travel Expenses			
#	Task	Not to Exceed Cost	Travel Expense Estimate
1	Review the City's Background Materials	$500	
2	Initial Project Meeting/Labor Market Agency and Benchmark Selection	$1,000	$245
3	Design, Develop, and Distribute Survey Instrument	$1,800	
4	Review, Analyze, and Validate Labor Market Survey Data	$1,850	
5	Design and Develop Data Spreadsheets	$1,500	
6	Conduct Benefits Analysis	$1,905	
7	Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	$3,000	$245
8	Prepare Draft Compensation Report	$1,000	
9	Research and Resolve Issues/Prepare and Present the Final Compensation Report	$1,300	$500
10	Ongoing project communication and status updates	$1,240	
	Total Not to Exceed Time and Material Fee	$15,095	$990

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, printing/copying, binding, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses. We estimate these expenses not to exceed **$990** as itemized in the table above.

CPS HR will bill professional service fees and any incurred expenses as a direct pass-through on a monthly basis.

CPS HR is flexible with the proposed work plan; alternate approaches may be discussed with the City which may in turn change the proposed cost of the project. As described in this proposal, the methods, approach, timelines, as well as the proposed fee, have been prepared as accurately as possible based upon the services requested and study objectives described in the information provided to CPS HR. The proposed professional fees reflect the steps and time necessary to conduct the study in a sound, thorough, and sustainable manner, including *important input and review by the City's Internal Project Manager and designated stakeholders* to accomplish the study objectives. If changes or additional services are required, we will be happy to discuss changes to the project activities, schedule, and/or fee proposal.

Rates for Additional Services

A rate schedule is presented for any additional work desired by the City that is not specified in the work plans prepared for this proposal.

Schedule of CPS HR Billing Rates	
Project Staffing Category	Hourly Rate
Project Manager	$140
Project Consultant	$110
Project Technician	$65

5. Project Completion Schedule

Proposed Timeline

Commitment to the Proposed Timeline

The team members selected will be dedicated to this project to ensure that the deadlines for completion are met. The compensation study timeline provides a 23-week timeline to the submission of the draft compensation report. The final timeline after that point is highly dependent on any dialog/meetings/time the City will need to review the data internally. During the study, the CPS HR Project Manager will provide the City's Internal Project Manager with interim status reports weekly on project progress and will assess any impacts on the timeline.

Task #	*Total Compensation Study* **weekly updates will be provided by CPS HR project manager* Note: The desired time schedule is 7 to 9 calendar months (28-36 weeks)	Week Number(s)
1	Review the City's Background Materials	1
2	Initial Project Meeting/Labor Market Agency and Benchmark Selection	2
3	Design, Develop, and Distribute Survey Instrument	2
4	Review, Analyze, and Validate Labor Market Survey Data	4 - 7
5	Design and Develop Data Spreadsheets	8 - 9
6	Conduct Benefits Analysis	7 - 13
7	Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	14 - 18
8	Prepare Draft Compensation Report	19 - 21
9	Research and Resolve Issues/Prepare and Present the Final Compensation Report	22 - 23

2. Scope of Work

Methodology and Approach

The CPS HR Approach to Consulting

Our approach to consulting can be summarized in the following four statements:

- CPS HR believes that building a solid foundation for human resource management will best support an organization's efforts to achieve its mission and goals. We view the human resources function as a systems model that integrates success factors and best practices across the human resources span of control, while aligning with the external and internal factors that support its solid foundation. The use of this systems approach eliminates or mitigates the unintended consequences of making decisions which place human resources programs in silos, rather than on a continuum.
- CPS HR fully understands that classification and compensation studies require an iterative, collaborative, and flexible approach, rather than an approach based on imposing change, and our work plans are designed to be inclusionary and collaborative with all City stakeholders.
- Classification and compensation systems should be designed to serve as a foundation for an organization over many years, through both good and bad economic times. We believe our greatest strength is our ability to work with our clients to develop well thought-out systems which will withstand changing operational and economic conditions.
- We view our clients as our business partners; our goal is to form strong and collaborative partnerships with our clients to assist them in achieving their missions. It is through such partnerships that CPS HR achieves our own mission of transforming human resources management in the public sector.

Compensation Study Tasks

The compensation work plan outlined in this section is intended to define all tasks within a comprehensive total compensation study from labor market selection to final reports, and the types of deliverables associated with the task.

Task 1 – Review the City's Background Materials. Upon contract execution, CPS HR will request background information from the City in order to ensure the CPS HR Project Manager is prepared for the initial meeting. Typical material requests for compensation studies include salary schedules, benefits summaries, compensation policies and procedures, classification specifications, memorandum of understanding, proposed salary increases,

organization charts, recruitment and turnover challenges, and any other documents relevant to the study.

Task 2 – Initial Project Meeting/Labor Market Agency and Benchmark Selection. The CPS HR Project Manager will meet with the City's Internal Project Manager and stakeholders (including union representatives) to discuss the study methodologies, deliverables, timelines, communication, and data collection methods. The CPS HR Project Manager will be available to conduct a workshop with these key stakeholders to discuss the following elements of compensation policy if so desired:

- **Labor Market Agency Selection** - This section of the workshop focuses on the typical labor market selection criteria and the process by which CPS HR will evaluate and prepare recommendations for the City's labor market agencies; such selection criteria typically includes:
  - Geographic Proximity
  - Size of the organization (measures may include number of employees or population)
  - Budget
  - Services provided
  - Past labor market agency practices
  - Cost of Living/Cost of Wages
- Additional workshop topics are
  - Labor market position (i.e., median, mean, or other percentile)
  - Benchmark classifications to be selected based on the following criteria:
    - They should be classifications for which counterparts can readily be found in surveyed employers so that sufficient compensation data can be gathered. Classifications which have a large number of comparables from other agencies are generally selected as benchmark classifications.
    - Benchmark classifications should have significant relationships to other classifications in their occupational group. This ensures that they will make good reference points in relating and establishing salaries for other classifications within their occupational groups. This will be agreed to by the union representatives and the city.
  - Elements of total compensation to be surveyed

Using the selection criteria, the CPS HR project team will conduct research on potential labor market agencies and will provide the City with recommendations concerning the survey agencies

and benchmark classifications to be used in the study. The budget for this proposal assumes that after the initial round of examining 14 to 16 regional cities, that no more than 70 classifications will be surveyed within a labor market of no more than 10 public sector agencies. If the city is interested in reducing costs, CPS HR recommends the City assist with the collection of survey data from other agencies. We have found that agencies are much more likely to respond to a colleague than a representative from a consulting firm.

Task 3 – Design, Develop and Distribute the Survey Instrument. The CPS HR project team will develop a comprehensive survey instrument to ensure the effective collection of salary data (and benefits information for total compensation studies) from each of the survey agencies. The survey instrument will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each. CPS will only match jobs based on duties and responsibilities and not title alone. CPS HR's survey instrument is designed to be completed electronically or, if need be, in hard copy. For a total compensation study, the following elements of total compensation and the benefits practices outlined below are often collected:

- Cash add-ons premium pays such as:
  - Longevity pay
  - Deferred compensation
  - Agency contribution to medical, dental and vision programs
  - Agency contributions to defined-benefit retirement programs and Social Security practices
- Paid time off practices such as:
  - Holiday leave
  - Vacation and sick leave
  - Administrative leave

Task 4 – Review, Analyze, and Validate Labor Market Survey Data. To ensure the City receives the most accurate data for its studies, CPS HR will not solely rely on the completed surveys received from the labor market agencies without checking the validity of the submissions. Thus, in conjunction with the survey instrument received from each labor market agency, the project team will review any additional survey agency background materials such as copies of classification specifications, organization charts, staffing information, and other useful materials to substantiate the accuracy of the comparability of the matches. It is critical that the project team review such documents since titles alone can often be misleading and should not be relied upon. Further, CPS HR is committed to attaining full participation from the labor market agencies, either through obtaining each agency's agreement to complete the survey, and/or by

the project team's completion of surveys as needed. Once the project team has completed their survey analysis tasks, the CPS HR Project Manager will audit the final data as part of our quality review process.

In order to determine whether a match from a labor market agency is comparable to the City's benchmark, CPS HR utilizes a whole job analysis methodology; this commonly used methodology analyzes the job as a whole, rather than by individual factors, by evaluating the core duties and responsibilities, the nature and level of work performed, and the minimum qualifications to determine whether the classification is comparable enough to be utilized as a match. The methodology recognizes slight differences in duties assigned to matches from other labor market agencies which do not impact the type, nature, and level of work performed. Matches should not be so broad that they include classifications performing dissimilar work, or work done at a higher or lower level, but they also should not be so narrow that they exclude matches doing comparable work, with slight differences in work that do not change the level and nature of work.

Task 5 – Design and Develop Data Spreadsheets. CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency with the relevant data associated with that classification, such as the salary range minimum and maximum. The labor market data analyses will be conducted based upon the labor market position affirmed within the City's compensation philosophy (e.g. median, mean, or other percentile). Each comparable match for each survey classification is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results.

Task 6 – Conduct Benefits Analysis. The benefits data submitted from the labor market agencies will be incorporated into the base salary data sheets to provide a total compensation analysis. This quantitative analysis of program costs will provide the City with an understanding of how the study classes compare against their market when the costs of benefits programs are taken into consideration. Within these data sheets, four different analyses can be conducted based on how our clients wish to view the data:

1. An analysis of where the survey classification falls within the labor market for base salary
2. An analysis of where the survey classification falls within the labor market when the cost of cash add-ons is taken into consideration (total cash)
3. An analysis of where the survey classification falls within the labor market when the cost of cash add-ons and health programs are taken into consideration
4. An analysis of where the survey classification falls within the labor market when the cost of cash add-ons, health program costs, and retirement contributions are taken into consideration (total compensation)

Other analyses can be conducted based upon the City's needs.

Task 7 – Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations. A comprehensive and balanced pay program is the result of the analysis of external labor market data, combined with an analysis of important internal relationships that reflect the City's value system of jobs. CPS HR will work with City leadership and the unions to select either a point factor approach or a whole job methodology. From there, the internal pay relationship analysis will involve a number of steps to arrive at sound and equitable relationships. Among others, the most important of these will include:

- Analysis of existing and historical pay relationships
- Development of consistent, uniform, and realistic guidelines for determining internal relationships (for either point factor or whole job approaches) including span of control, nature and level of work performed and related components. If the point factor approach is selected, CPS HR will work with stakeholders to determine the number of factors, the levels, and the weighting of each factor
- Recommendation of equitable and appropriate internal relationship differentials based on the above

CPS HR uses the following approach for establishing salary levels for benchmark and non-benchmark classifications in our compensation studies. This methodology would be applied to all City study classifications.

- The first step is to conduct a comprehensive review of the survey results to identify benchmark classifications to be used in the salary setting process.
- The second step is to establish salary recommendations for these benchmark classifications by setting the salary level based on the market data.
- The third step is to conduct a comprehensive review of the City's current internal alignment differentials to determine what their practices are, and if they should be adjusted.
- The fourth step is to apply recommended internal differentials within job families to build the salary recommendations for classifications which have significant relationships to each other because they are in the same job series or family.
- The fifth step is to determine what classifications remain that are not benchmark classifications, or classes that minimal comparable data was available for, and are also not part of a job series or family. These classifications are then reviewed to determine which classifications are the subject classifications currently internally aligned with and whether that relationship should be changed. Evaluation factors include the nature and level of work performed, as well as the minimum qualifications.

The five steps are followed for each classification within the pay plan. The salary recommendations for each study classification will display the following information:

- Classification title
- Current monthly range maximum
- Recommended monthly range maximum
- The percentage difference and/or dollar amount difference between the current and recommended monthly range maximum

This information will provide the City with the percentage and dollar amount of any increase on a classification-by-classification basis.

Task 8 – Prepare Draft Compensation Report. The project team will develop a Draft Compensation Report detailing the results of the labor market survey. This draft report will comprise the following:

- Scope of the study
- Labor market agencies, including the methodology utilized to identify the recommended agencies
- Study benchmarks, including the methodology utilized to identify benchmarks
- Labor market data analysis/methodologies
- Results of the base salary survey
- Results of the benefits analyses
- Results of the total compensation analysis
- Salary recommendations for all classifications

The CPS HR Project Manager will present draft results of the survey to City management and bargaining units in a group meeting to discuss the Draft Compensation Report and to respond to any questions, comments, or concerns on the report. Our hope is that periodic meetings will be conducted to keep stakeholders apprised of the study's progress.

Task 9 – Research and Resolve Issues/Prepare the Final Total Compensation Report. Based upon the City's review of the Draft Compensation Report, the project team will follow-up and resolve any outstanding compensation issues. Hard and electronic copies of the Final Compensation Report will be delivered to the City and the Final Compensation Report will be presented to the City Council.

City Council Synopsis

August 30, 2016

5R

million acts of kindness

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Joe Gomes & Sons, Inc. to provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment, correcting the compensation from a total amount to an annual amount of $600,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On August 12, 2014, City Council approved an agreement with Joe Gomes & Sons, Inc. to provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment. The agreement stipulated the contract shall not exceed six hundred thousand and no/100ths dollars ($600,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. City vehicles require a fueling station to be available twenty-four (24) hours per day, seven (7) days per week, weekends and holidays with the ability to accommodate the City's entire fleet, to include buses, heavy trucks and construction equipment

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.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $ 600,000

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with fuel costs in each benefiting department's operating budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
JOE GOMES & SONS, INC.
for
GASOLINE AND DIESEL CARD LOCK FUELING SERVICE
CONTRACT NO. 14-071

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and JOE GOMES & SONS, INC., (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated August 12, 2014, whereby SUPPLIER will provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment (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 Exhibit I and for performance by SUPPLIER of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Six Hundred Thousand and No/100^{ths} Dollars ($600,000.00) 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: _____
Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

JOE GOMES & SONS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

City Council Synopsis

August 30, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Randik Paper Company for the purchase of janitorial paper and cleaning supplies, correcting the compensation from a total amount to an annual amount of $14,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On January 14, 2014, City Council approved an agreement with Randik Paper Company for the purchase of janitorial paper and cleaning supplies, and in case quantities on an "as needed" basis for all City owned/leased buildings. The agreement stipulated the contract shall not exceed fourteen thousand and no/100ths dollars ($14,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. Janitorial paper and cleaning supplies are needed in order to maintain all City owned/leased buildings.

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.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $14,000

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with the purchase of janitorial paper and cleaning supplies in each benefiting department's operating budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
RANDIK PAPER COMPANY
for
JANITORIAL PAPER AND CLEANING SUPPLIES
CONTRACT NO. 13-106

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and RANDIK PAPER COMPANY, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated January 14, 2014, whereby SUPPLIER will provide janitorial paper and cleaning supplies, and in case quantities on an "As Needed" basis for all City owned/leased buildings (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 and B as full remuneration for performing all services and furnishing all staffing and materials called for in Exhibit I and for performance by SUPPLIER of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fourteen Thousand and No/100^{ths} Dollars ($14,000.00) 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: _____
Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

RANDIK PAPER COMPANY

By: _____

Title: _____

Print name: _____

Date: _____

5T

City Council Synopsis

August 30, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Turlock City Tow Services, Inc. for vehicle tow services for City owned vehicles, correcting the compensation from a total amount to an annual amount of $7,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On February 11, 2014, City Council approved an agreement with Turlock City Tow Services, Inc. for vehicle tow services for City owned vehicles. The agreement stipulated the contract shall not exceed seven thousand and no/100ths dollars ($7,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. Towing services for city owned vehicles are needed on an available basis of seven (7) days per week, twenty-four (24) hours per day, and every day of the calendar year.

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.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $7,000

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with vehicle tow services in each benefiting department's operating budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
TURLOCK CITY TOW SERVICES, INC.
for
VEHICLE TOW SERVICES
CONTRACT NO. 14-001

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and TURLOCK CITY TOW SERVICES, INC., (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated February 11, 2014, whereby CONTRACTOR will provide vehicle tow services for City owned vehicles (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 CONTRACTOR in accordance with Exhibit A as full remuneration for performing all services and furnishing all staffing and materials called for in Exhibit I and for performance by CONTRACTOR of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Seven Thousand and No/100^{ths} Dollars ($7,000.00) annually. Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1. CONTRACTOR 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: _____
Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TURLOCK CITY TOW SERVICES, INC.

By: _____

Title: _____

Print name: _____

Date: _____

50

City Council Synopsis

August 30, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Prime Shine, Inc. to provide express car wash services for City owned vehicles, correcting the compensation from a total amount to an annual amount of $4,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On February 11, 2014, City Council approved an agreement with Prime Shine, Inc. to provide express car wash services for City owned vehicles. The agreement stipulated the contract shall not exceed four thousand and no/100ths dollars ($4,000) and that the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. Contracting with professional car wash industries helps protect the environment through the use of their water recycling systems, environmentally friendly products, and approved disposal channels.

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.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $4,000

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with car wash services in each benefiting department's operating budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
PRIME SHINE, INC.
for
EXPRESS CAR WASH SERVICES
CONTRACT NO. 14-006

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and PRIME SHINE, INC., (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated February 11, 2014, whereby CONTRACTOR will provide express car wash services for City owned vehicles (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 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 CONTRACTOR of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Four Thousand and No/100^{ths} Dollars ($4,000.00) annually. Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1. CONTRACTOR 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: _____
Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

PRIME SHINE, INC.

By: _____

Title: _____

Print name: _____

Date: _____

5V

City Council Synopsis

August 30, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Madruga Brothers Enterprises, Inc. (dba Fast Track Car Wash) to provide express car wash services for City owned vehicles, correcting the compensation from a total amount to an annual amount of $4,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On February 11, 2014, City Council approved an agreement with Madruga Brothers Enterprises, Inc. (dba Fast Track Car Wash) to provide express car wash services for City owned vehicles. The agreement stipulated the contract shall not exceed four thousand dollars and no/100ths dollars ($4,000) and the contract could be extended for additional years. In order to clarify the intent of the agreement, the contract must be amended to state the "not-to-exceed" total is an "annual" amount.

3. BASIS FOR RECOMMENDATION:

A. Contracting with professional car wash industries helps protect the environment through the use of their water recycling systems, environmentally friendly products, and approved disposal channels.

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.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $4,000

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with car wash services in each benefiting department's operating budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the amendment to the Agreement. This alternative is not recommended because the agreement change is needed to clarify the annual contract amount.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
MADRUGA BROTHERS ENTERPRISES, INC.
DBA FAST TRACK CAR WASH
for
EXPRESS CAR WASH SERVICES
CONTRACT NO. 14-005

THIS AMENDMENT, dated August 30, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and MADRUGA BROTHERS ENTERPRISES, INC., DBA FAST TRACK CAR WASH, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated February 11, 2014, whereby CONTRACTOR will provide express car wash services for City owned vehicles (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 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 CONTRACTOR of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Four Thousand and No/100^{ths} Dollars ($4,000.00) annually. Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1. CONTRACTOR 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: _____
Kellie Jacobs-Hunter, Director of
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MADRUGA BROTHERS ENTERPRISES, INC.
DBA FAST TRACK CAR WASH

By: _____

Title: _____

Print name: _____

Date: _____

5W

RECEIVED

AUG 9 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: Antonio Delatorre

SS#: [redacted] **DOB:** 03-03-1960 **Gender:** Male X Female ___

Claimant's address: 601 S. Orange St. Turlock CA, 95380

Claimant's Telephone Number(s): (209) 214-5727

Address where notices about claim are to be sent, if different from above: Same

Date of incident/accident: 8-6-2016

Date injuries, damages, or losses were discovered: 8-6-2016

Location of incident/accident: 710 S. Orange St. Turlock CA, 95380

What did entity or employee do to cause this loss, damage, or injury? fallen tree

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

City of Turlock

What specific injuries, damages, or losses did claimant receive? Car

(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 : 1,239.04

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)? Estimate attached

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 8-9-2016 **Signature:** [signature]

If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

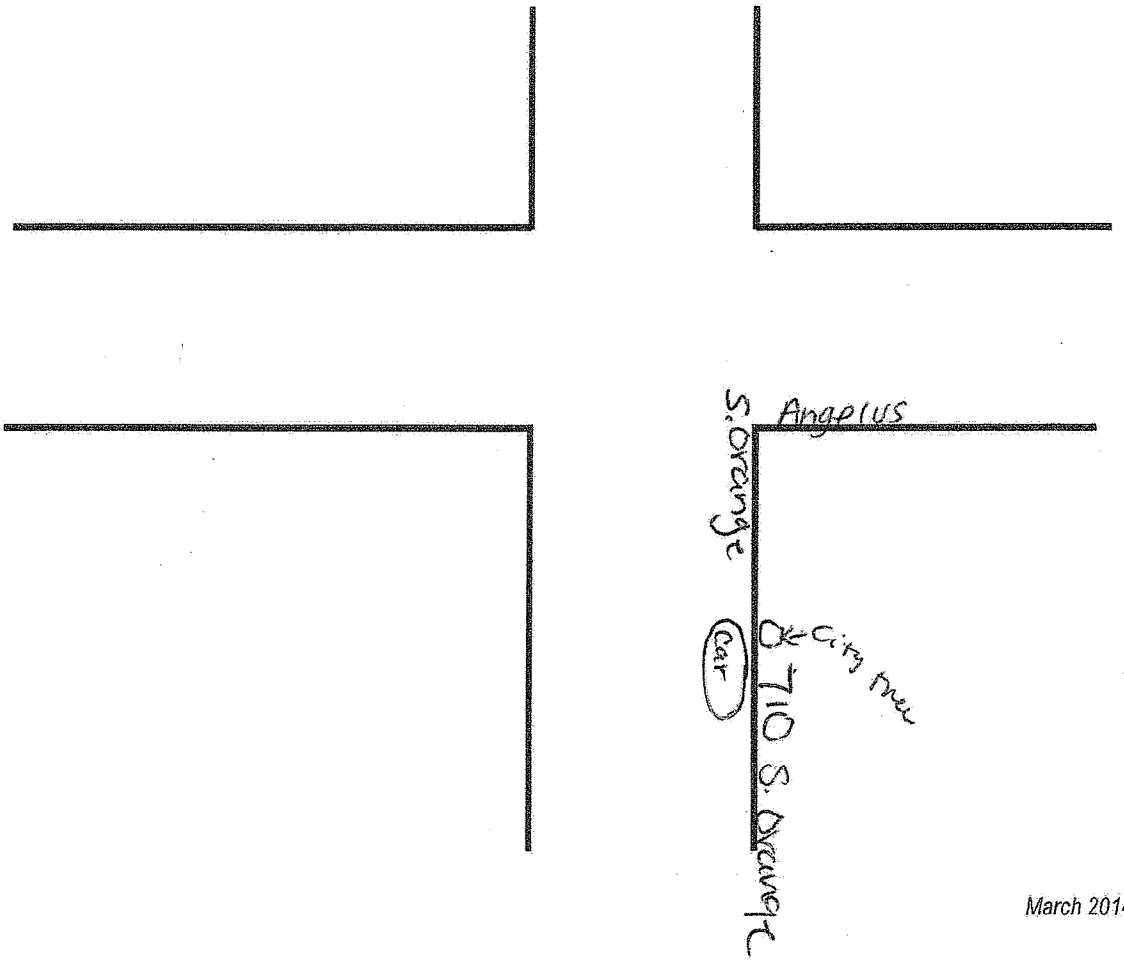
DIAGRAMS

General Diagram

North

North

Street Incidents



March 2014

AYALA'S BODY SHOP
510 LANDER AVENUE
TURLOCK, CALIFORNIA 95380
(209)620-8844
www.ayalasbodyshop.net

Estimate

Number	E160
Date	8/8/2016

Bill To
TOYOTA CAMARY

PO Number	Terms	Project

Date	Description	Hours	Rate	Amount
	BODY WORD	9.00	$70.00	$630.00
01/05/2016	MATERIAL/SUPP		$105.00	$105.00
	refiniihs	7.00	$70.00	$490.00

Amount Paid	$0.00	Discount	$0.00
Amount Due	$1,233.04	Shipping Cost	$0.00
		Sub Total	$1,225.00
		Total	$1,233.04

AYALA'S BODY SHOP PROVIDES YOU WITH ONE YEAR WARRANTY ON ALL THERE PAINT JOBS.

7A

City Council Synopsis
August 30, 2016

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

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $23,400 to 110-10-112.43329 "Environmental Services" from Fund 110 "General Fund" reserve balance to complete a Phase I Environmental Site Assessment and if deemed necessary, a Phase II Environmental Site Assessment of the Turlock Armory property located at 1040 Flower Street

2. DISCUSSION OF ISSUE:

The City of Turlock has been home to the Turlock Armory since 1960 when the City granted the State a ninety-nine (99) year lease of a five (5) acre parcel for the purpose of constructing an armory. In 1967, the City requested a lease back of an unused portion of the parcel for recreational purposes. This area is what is now known as Soderquist Baseball Field. In addition to the baseball field, two facilities have been constructed on the site, the main armory building and a metal storage building located in a secured parking area. As outlined in attachment "A", the main building is over 12,000 square feet and primarily consists of offices, training/conference rooms, a gymnasium, restroom/locker room, kitchen and a former indoor shooting range now being used as storage. The facility also includes over 25,000 square feet of parking and landscaped area.

On June 10, 2016, the City received notice from the State Military Department indicating their intent to end the 99 year lease early, effective December 31, 2016. The National Guard unit currently assigned to this location is being permanently relocated. As outlined in Article 18 of the agreement, the City as the Lessor has the right to require the lessee to remove all improvements upon ending the lease. The State Military Department has indicated they would prefer to leave all improvements to the City rather than incur the cost of demolition.

In response to this request, the City has conducted an initial evaluation of the facility and has determined there may be an opportunity to use the facility for City related services or activities. Staff from the Engineering and Building Divisions

OK for Agenda

have inspected the facility to determine possible concerns the City may have related to short term construction needs as well as long term liabilities. An overall first impression of the site finds that the property is in generally stable condition without many obvious deficiencies. In general, the facility has been basically maintained and is due for modernization throughout. In addition to the need to conform to current accessibility requirements, the mechanical, electrical and plumbing facilities are all due for upgrade. During the inspection the City was also advised of an existing asbestos report involving contaminated floor tiles which have since been removed. As the City proceeds in their examination of this site, in addition to having the existing asbestos report reviewed by an appropriate professional, a Phase I and Phase II Environmental Site Assessment (ESA) of the site should be conducted. A Phase I ESA is a report prepared for a real estate holding that identifies potential or existing environmental contamination liabilities. The Phase I ESA involves a review of records, a site inspection, and interviews with owners, occupants, neighbors and local government officials.

If a Phase I ESA identifies potential contamination of the site by hazardous materials, a Phase II ESA should be conducted. The Phase II ESA includes sampling and laboratory analysis to confirm the presence of hazardous materials. Some of the tests that may be performed include:

- surficial soil and water samples
- subsurface soil borings
- groundwater monitoring well installation, sampling, and analysis (may be appropriate on neighboring properties as well to determine the presence of contamination)
- drum sampling (if any were left on the property)
- sampling of dry wells, floor drains and catch basins
- transformer/capacitor sampling for Polychlorinated Biphenyls (PCBs)
- geophysical testing for buried tanks and drums
- testing of underground storage tanks

If, after reviewing the asbestos report and the ESA's the City wishes to go forward with obtaining the property "as is", the subsequent step would be to obtain the services of an architect to quantify the costs of modernizing the facility to meet the intended user's needs.

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: $23,400

Budget Amendment: Appropriation of $23,400 to 110-10-112.43329 "Environmental Services" from Fund 110 "General Fund" reserve balance to accommodate the addition of the costs associated with the environmental site assessment studies.

Phase I is estimated at $3,400 and Phase II is estimated at $20,000. The information gathered during Phase I will determine if the Phase II expenditure will be necessary.

Finance has reviewed this section.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

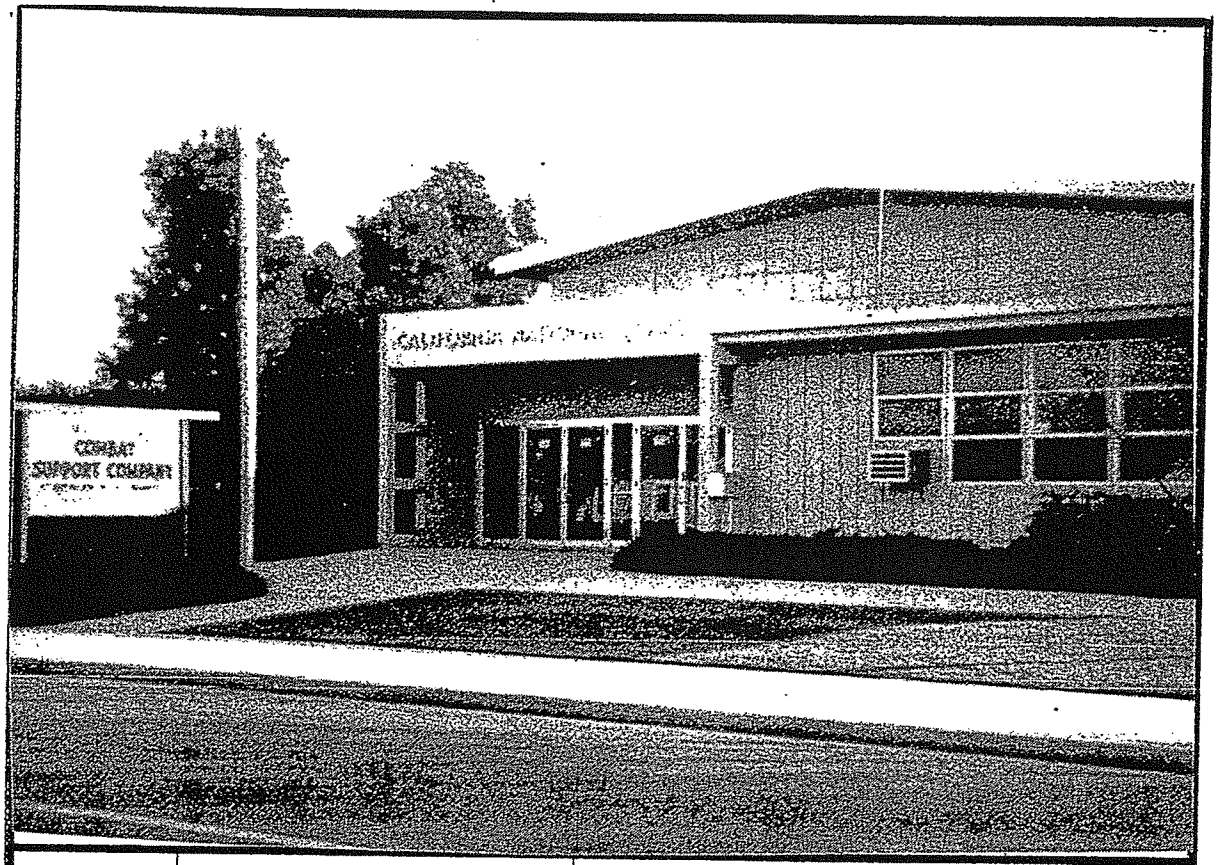
N/A

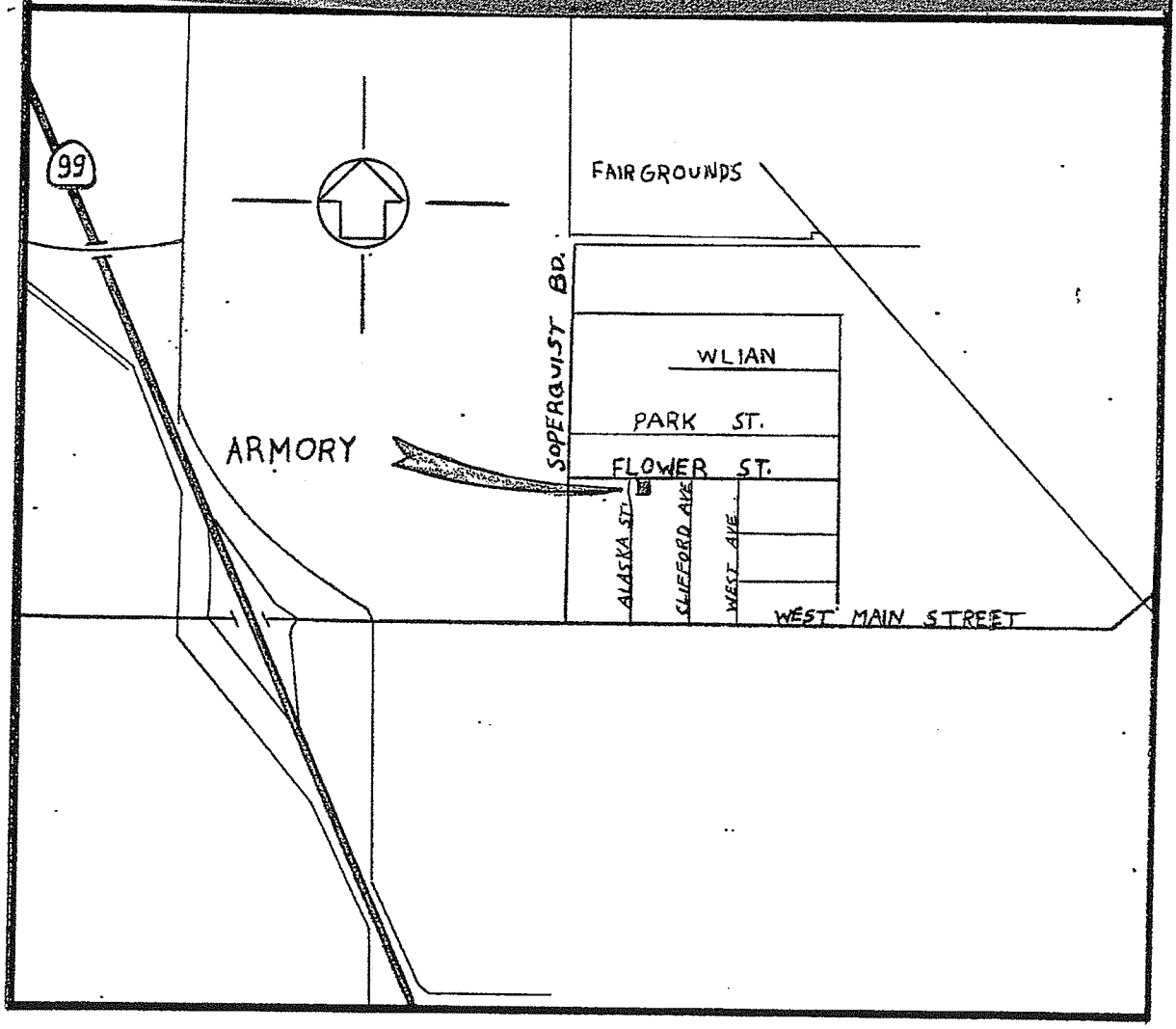
7. ALTERNATIVES:

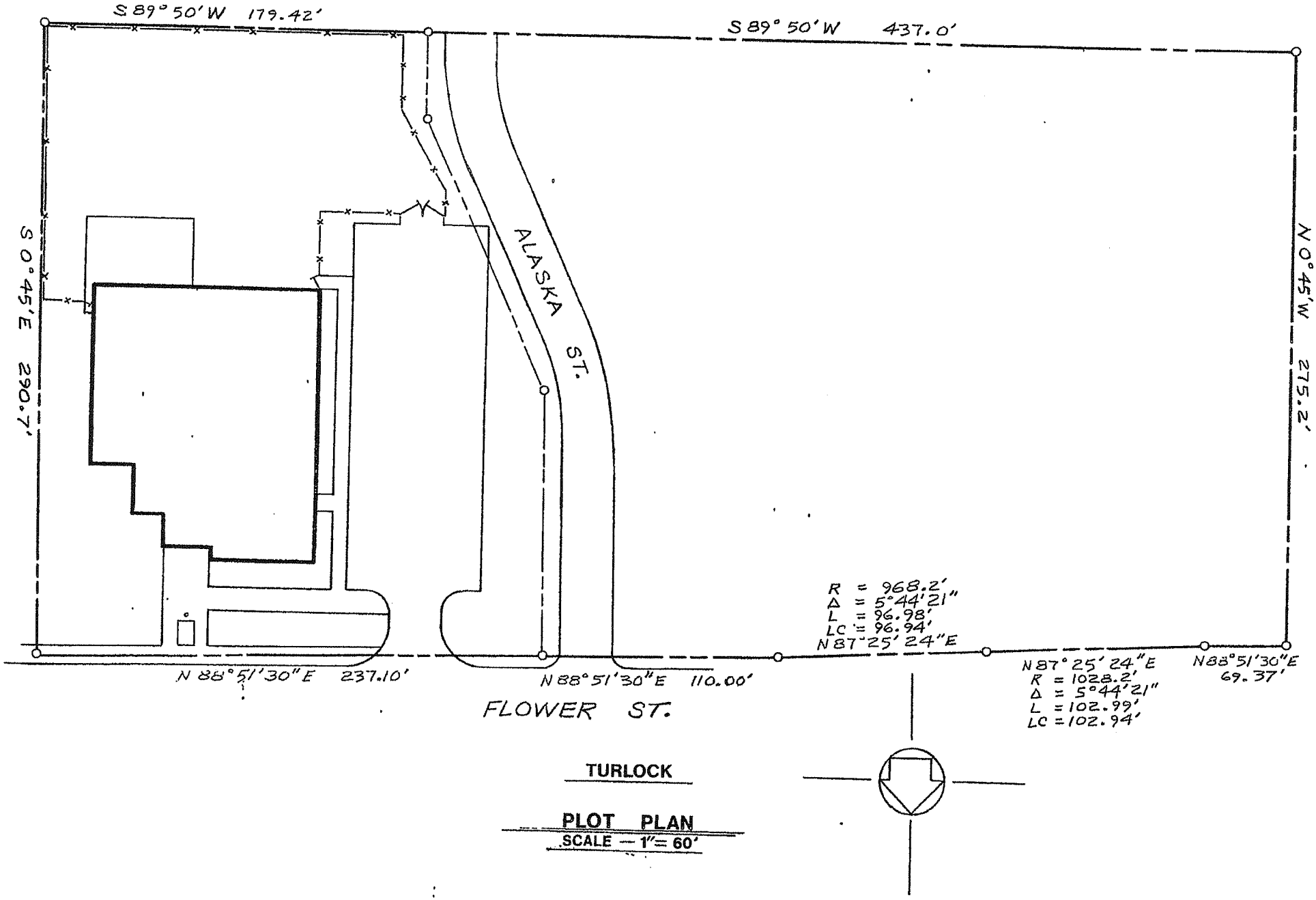
A. Deny the request to conduct the environmental review of the Turlock Armory facility and require the State Military Department to remove all improvements.

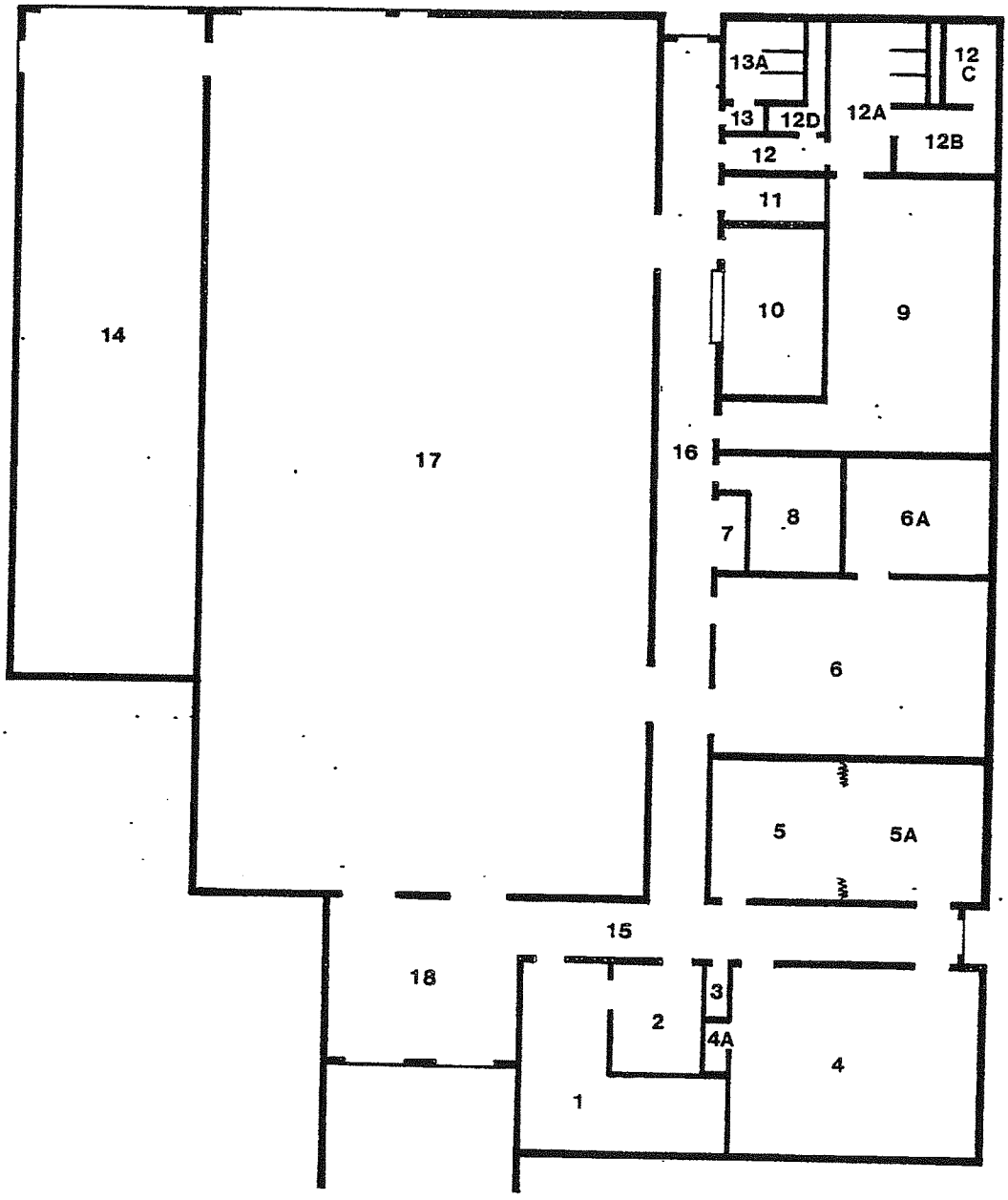
ATTACHMENT A

TURLOCK






S 89° 50' W 179.42'
S 89° 50' W 437.0'
S 0° 45' E 290.7'
N 0° 45' W 275.2'
ALASKA ST.
R = 968.2'
Δ = 5° 44' 21"
L = 96.98'
LC = 96.94'
N 87° 25' 24" E
N 87° 25' 24" E
R = 1028.2'
Δ = 5° 44' 21"
L = 102.99'
LC = 102.94'
N 88° 51' 30" E 69.37'
N 88° 51' 30" E 237.10'
N 88° 51' 30" E 110.00'
FLOWER ST.
TURLOCK
PLOT PLAN
SCALE — 1" = 60'



TURLOCK

FLOOR PLAN

SCALE — 1" = 20'

FACILITY DESCRIPTION: 60 PERSON ARMORY	CITY: Turlock
STREET ADDRESS: 1040 Flower Street	COUNTY: Stanislaus
CONGRESSIONAL DISTRICT: CD 15	LEGISLATIVE DIST: SENATE-14 ASSEMBLY-27
TYPE OF OWNERSHIP: State (Lease)	SIZE of SITE: 4.27 Acres
FEDERAL-STATE AGREEMENT:	COMPLETION DATE: 1963
Weather Zone: A (Merced)	

ROOM	FUNCTIONAL AREA	SQ FT
1	Administrative	316
2	Administrative	116
3	Administrative Storage	14
4	Classroom	543
4A	Administrative Storage	12
5	Administrative	224
5A	Classroom	323
6	Supply Room	565
6A	Vault	199
7	Electrical Closet	25
8	Custodian	144
9	Locker Room	615
10	Kitchen	163
11	Janitors Closet	43
12	Vestibule	33
12A	Men's Toilet	153
12B	Drying Area	98
12C	Shower	48
12D	Water Heater	33
13	Vestibule	13
13A	Women's Toilet	80
14	Rifle Range	1,458
15	Corridor	286
16	Corridor	566
17	Assembly	4,660
18	Lobby	496

ROOM	FUNCTIONAL AREA	SQ FT

TOTAL NET AREA	11,366	11,126
TOTAL CIRCULATION AREA	898	~~1,394~~
TOTAL WALL AREA		1,181
GROSS AREA	12,407	12.307

OUTSIDE AREA	SQUARE FEET	TYPE SURFACE/CAPACITY
1. OFF STREET PARKING	9,900	
2. OFF STREET PARKING		
3. MILITARY PARKING	16,640	
4. MILITARY PARKING		
5. OMS PARKING (MVSC)		
6. ACCESS ROADS	720	
7. LAWN AREA	8,977	
8. SIDEWALKS	3,338	

9. SPRINKLER SYSTEM	Yes	
10. FLAGPOLE - MAT'L: Alum HT: 40'	BASE DIA: 7"	TYPE: Ground Mounting
11. VEHICLE INSPECTION/LOADING RAMP SIZE:		MAT'L:
12. MVSB-NUMBER BAYS:	SIZE:	TYPE CONST:
13. FENCING - ARMORY: 799 LF	OMS:	
14. POL BUILDING - ARMORY: NOne	OMS:	
15. BULK FUEL FACILITIES - DIESEL:	MOGAS:	VAPOR REC. PH. I:
16. OMS - NUMBER BAYS:	SIZE:	TYPE CONST:
17. HYDRAULIC HOIST - TYPE:	CAPACITY:	
18. WASH PAD SIZE:	CLARIFIER:	EFFUENT:
19. VEHICLE EXH EVAC SYSTEM - TYPE:	MANUF:	INST'L DATE:
20. AIR COMPRESSOR MANUF:	CAPACITY:	INST'L DATE:
21. HOT WATER HEATERS MANUF:	CAPACITY:	INST'L DATE:
22. HOT WATER HEATERS MANUF:	CAPACITY:	INST'L DATE:
23. FUEL PUMPS DIESEL MANUF & MODEL:		INST'L DATE:
24. FUEL PUMPS MOGAS MANUF & MODEL:		INST'L DATE:
VAPOR REC PH. II:		

COST DATA

Initial Const:	Yr 1963	$_____	State:	$ 71,425	Federal:	$ 111,908
Const Mod:	Yr_____	$_____	State:	$_____	Federal:	$_____
Const Mod:	Yr_____	$_____	State:	$_____	Federal:	$_____

MAINTENANCE DATA

Description	Area	Date	Cost
Painting - Exterior			
Painting - Interior			
Roofing			
Pavement Seal			

MISCELLANEOUS DATA

(DATE LAST POSTED) (INITIALS)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $23,400 TO 110-10-112.43329 "ENVIRONMENTAL SERVICES" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE TO COMPLETE A PHASE I ENVIRONMENTAL SITE ASSESSMENT AND IF DEEMED NECESSARY, A PHASE II ENVIRONMENTAL SITE ASSESSMENT OF THE TURLOCK ARMORY PROPERTY LOCATED AT 1040 FLOWER STREET	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock has been home to the Turlock Armory since 1960 when the City granted the State a ninety-nine (99) year lease of a five (5) acre parcel for the purpose of constructing an armory; and

WHEREAS, On June 10, 2016, the City received notice from the State Military Department indicating their intent to end the 99 year lease early, effective December 31, 2016; and

WHEREAS, in Article 18 of the agreement, the City as the Lessor has the right to require the Lessee to remove all improvements upon ending the lease; and

WHEREAS, the State Military Department has indicated they would prefer to leave all improvements to the City rather than incur the cost of demolition;

WHEREAS, the City has conducted an initial evaluation of the facility and has determined there may be an opportunity to use the facility for City related services or activities;

WHEREAS, staff is requesting a Phase I and/or Phase II Environmental Site Assessment be conducted to identify existing or potential environmental contamination liabilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $23,400 to 110-10-112.43329 "Environmental Services" from Fund 110 "General Fund" reserve balance to complete a Phase I and if deemed necessary, a Phase II Environmental Site Assessment of the Turlock Armory property located at 1040 Flower Street.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th 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

7B

City Council Synopsis

August 30, 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 portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive, for Turlock High School to host the Turlock High School Homecoming Parade, 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 portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, September 23, 2016 from 3:00 p.m. to 4:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

On July 29, 2016, applicant Aaron Mello of Turlock High School submitted a Special Event Permit Application with the Parks, Recreation and Public Facilities Department. The proposed event will be a parade starting on Berkeley Avenue, traveling West on East bound Canal Road, South on Main Street, East on Center Street, North on Crane Avenue, North on Minaret Avenue, North on Main Street, East on Canal Avenue, concluding on Berkeley Avenue.

The closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive have been requested for pedestrian safety and event purposes. This event is to celebrate Turlock High School's Homecoming. It is proposed to take place on Friday, September 23, 2016. Each intersection closure is estimated

OK for Agenda

to be in effect for no more than 30 minutes between the hours of 3:00 p.m. – 4:00 p.m.

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed this closure request.

Staff supports the closure of the street sections 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.

Property owners within 500 feet of the closure have been notified of this request and invited to participate in the public hearing process.

3. BASIS FOR RECOMMENDATION:

A. The closure of the specified sections of roadway is necessary for pedestrian safety.

B. In accordance with the California Vehicle Code, the City Council is authorized 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:
2. 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.

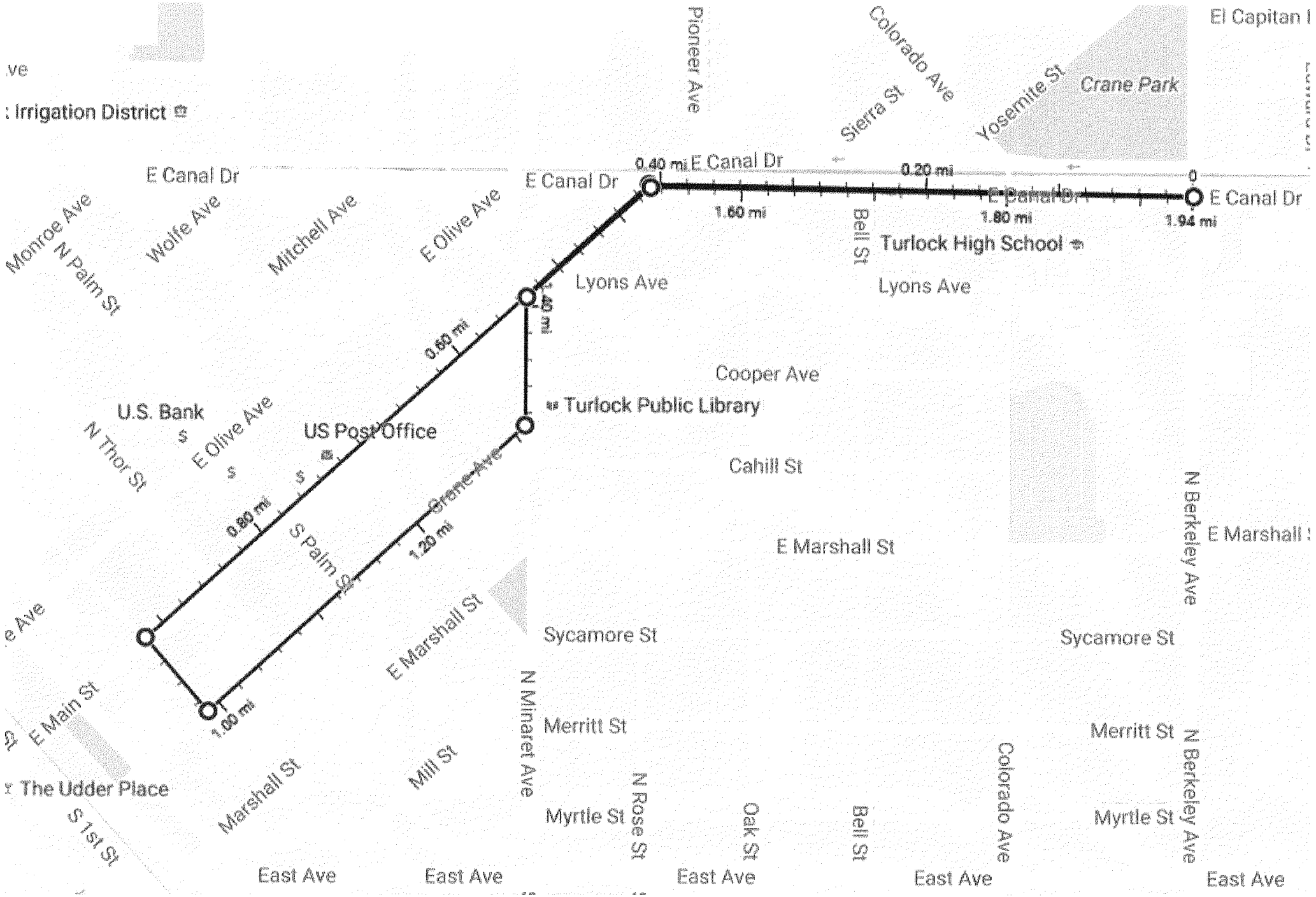
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Modify the route to travel East on Palm Street, then continuing North on Crane Avenue, North on Minaret Avenue, North on Main Street, East on Canal Avenue, and conclude on Berkeley Avenue. This would eliminate the closure of Main Street from Palm Street to Center Street and any impact to businesses in that area. This route is not preferred by the applicant.

B. 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.


Irrigation District
E Canal Dr
Monroe Ave
N Palm St
Wolfe Ave
Mitchell Ave
E Olive Ave
Pioneer Ave
Colorado Ave
Sierra St
Yosemite St
Crane Park
El Capitan
0.40 mi
1.60 mi
0.20 mi
1.80 mi
1.94 mi
Bell St
Turlock High School
Lyons Ave
0.60 mi
Cooper Ave
Turlock Public Library
U.S. Bank
US Post Office
N Thor St
Cahill St
0.80 mi
S Palm St
Crane Ave
1.20 mi
E Marshall St
N Berkeley Ave
Sycamore St
E Main St
The Udder Place
Marshall St
Mill St
N Minaret Ave
Merritt St
N Rose St
Myrtle St
Oak St
Bell St
Colorado Ave
S 1st St
East Ave

Special Event Application

Category of Event	
Category 1	☐
Category 2	☐
Category 3	☑
Will alcohol be served? Yes ☐ No ☑	

How often will your event occur?	
One Time	☐
Annually	☑
Other	☐
Frequency of event?	_____

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

Applicant Information

Applicant/Contact Name: Turlock High School / Aaron Mello / Danelle VonAspern

Contact Phone: 209 667-0797 x3042 Alternate Phone: _____

Address: 1600 E. Canal Dr.

City: Turlock Zip: 95380

E-mail Address: ddvonasperg@turlock.k12.ca.us
amello@turlock.k12.ca.us.

Business/Organization Information (if applicable)

Organization Name: Turlock High School

If Non-Profit please provide Federal ID #: 94-2659680 (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: Turlock High School Homecoming Parade

Event Location: Downtown

Event Date(s): 9/23/16

On-Site Contact: Aaron Mello

Phone #: 667-0797 x 3042 Secondary Phone #: 209-585-6541

Set-up Start Time: 2:20 pm Event Start Time: 3:00 p.m.

Event End Time: 3:45 pm Clean-up Completion Time: 3:45 pm

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

Estimated Attendance: _____

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

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

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

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)

(YES) NO

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

_____

_____

_____

Sanitation Needs

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

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

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

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

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

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

Please explain your plan for disposing of all waste:

_____

_____

_____

Amplified Sound

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

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

*We have discussed having an announcer(s) for the parade.

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: THS Campus Supervisors/SRO4
City: Turlock Police Dept Officers
Day Time Telephone: Teachers a volunteers
Fax: _____
Cell: _____

Number of Security Guards to be present: _____

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

Will event include food vendors? (circle one) YES (NO)
*Event organizer must obtain health permits from all food vendors
*Depending on event details additional Fire Codes may be required to be met

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

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	(YES)	NO	a few floats may have dogs on leashes
Automobiles/Trucks	(YES)	NO	Corvettes for nominees/Truck pulling Floats or wagons
Bicycles/Foot Races	(YES)	NO	Bikes + walking (no races)

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

Booths/Stands	YES	(NO)	
Emergency Vehicle Access	YES	(NO)	
Medical/First Aid Station(s)	YES	(NO)	
Parking	YES	(NO)	

Approximately how many spaces needed:_____

Rides/Bounce House	YES	(NO)	
Tents/Canopies	YES	(NO)	
City Property/Equipment	YES	(NO)	
Open Flame	YES	(NO)	
Stage	YES	(NO)	
Power Source	YES	(NO)	

OTHER	YES	NO

Site Plan/Public Right of Way Closure Route

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

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

EVENT LOCATION: Canal, Main, Center, Marshall, Berkeley

See attached map - same Route as 2015.

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee, Aaron Mello,

[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: Aaron Mello DATE: 7-25-16

Print Name: Aaron Mello

City personnel Signature: Mark Crivelli DATE: 7/25/16

Print Name: MARK CRIVELLI

Event Form Authorization

Event Name: Turlock High School Homecoming Parade

Event Location: Downtown

Event Contact Name: Aaron Mello Date of Birth: 5-24-73

Contact Address: 1600 E. Canal Dr.

City: Turlock Zip Code: CA Phone: 95380

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: _____ Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

Non-Applicable ***COMPLETED***

☐ ☐ **Insurance Requirements:**

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

☐ ☐ **Alcohol Beverages:**

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

☐ ☐ **Security Guard Requirement:**

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

☐ ☐ **Food Selling/Concessions Permit**

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

☐ ☐ **Turlock Downtown Property Owners Review**

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

☐ ☐ **Property Owner Notification**

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

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.

A.M.
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.

A.M.
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

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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.

A.M.
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."

A.M.
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.

A.M. 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.

A.M. 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.

A.M. 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.

A.M. 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.

A.M. 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.)

A.M. 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.

A.M. 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 Aaron Mello **Date** 7-25-16

Print Name Aaron Mello

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CLOSURE OF PORTIONS OF CANAL DRIVE, MAIN STREET, CENTER STREET, CRANE AVENUE, AND MINARET DRIVE, FOR TURLOCK HIGH SCHOOL TO HOST THE TURLOCK HIGH SCHOOL HOMECOMING PARADE, 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 portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive, for a special event that will result in the temporary closure of the specified street sections 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 portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive, for Turlock High School to host the Turlock High School Homecoming Parade, 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 30th 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 PORTIONS OF CANAL DRIVE, MAIN STREET, CENTER STREET, CRANE AVENUE, AND MINARET DRIVE FOR PEDESTRAIAN SAFETY, FOR TURLOCK HIGH SCHOOL TO HOST THE TURLOCK HIGH SCHOOL HOMECOMING PARADE, ON FRIDAY, SEPTEMBER 23, 2016 FROM 3:00 P.M. TO 10:00 P.M., AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS ON THE STREET CLOSURE	**RESOLUTION NO. 2016-**

WHEREAS, on July 29, 2016, applicant Aaron Mello, requested to close portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, September 23, 2016 from 3:00 p.m. to 4:00 p.m.; and

WHEREAS, California Vehicle Code Section 21101(e) authorizes 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 special meeting held on August 30, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade on Friday, September 23, 2016 from 3:00 p.m. to 4:00 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 30th 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

7C

City Council Synopsis
August 30, 2016

From: Robert A. Talloni, Fire Chief

Prepared by: Gary Carlson, Fire Operations Chief
Casey Cockrell, Fire Captain

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of forty-two (42) self-contained breathing apparatus (SCBA) and associated equipment from Cascade Fire Equipment, in an amount not to exceed $392,361, without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6), to ensure the Turlock Fire Department is in compliance with the U. S. Department of Transportation (DOT) regulations

2. DISCUSSION OF ISSUE:

Firefighters are faced with atmospheres that are "immediately dangerous to life and health" (IDLH) every time they fight fires or mitigate hazardous materials releases. Therefore, firefighters must have adequate respiratory protection to survive these environments, which is accomplished through the use of a self-contained breathing apparatus (SCBA).

The Turlock Fire Department has not updated its SCBA equipment since 2002. During that period of time, our SCBA cylinders have been damaged, worn out and repaired several times. In addition, the harnesses, regulators, and face pieces have started to fail at higher rates. These situations create the potential for a serious injury or death. A dramatic example of this occurred during a recent fire when the face piece clip on an older regulator failed. This caused the regulator to become dislodged from the mask, resulting in a minor inhalation injury to one of our firefighters. In addition, several other life safety equipment failures have been discovered when checking equipment, such as air leaks, broken seals, and damage to high pressure cylinders. This has resulted in many pieces of equipment being taken out of service permanently, further reducing the department's equipment cache.

According to Section 2-7-08(b)(6) of the Turlock Municipal Code, the City Council may adopt a resolution by at least four (4) affirmative votes that a purchase can be made without compliance to the formal bid procedure, if it is deemed in the best

OK for Agenda

interest of the City. Staff believes that this purchase of SCBA's meets that criteria for two specific reasons. First, and most importantly, there is an immediate danger to our firefighter's life and health by continuing to use outdated and unreliable equipment. Although all cylinders will not be out of compliance until the spring of 2017, the Fire Department is currently encountering a higher than normal failure rate with its SCBA cache. The formal bid process will delay the purchase of SCBA's for several months. Secondly, Cascade Fire Equipment has secured 2015 pricing from Scott Safety Manufacturer, which is lower than the State of California contract pricing for SCBA equipment, and has agreed to pass on the special pricing to the Turlock Fire Department. This purchase will result in a savings of over $219,000 to the City and allow the Fire Department to obtain all the necessary equipment, while remaining within its prescribed budget. This savings will be lost if the City utilizes the formal bid process as the manufacturer is allowing special 2015 pricing only until September 2016 (See Attachment A and Attachment B).

NFPA1981 guidelines state that SCBA cylinders have a use life of fifteen (15) years. This recommendation has been adopted by DOT regulation DOT-SP 10915 Section C(1) Operational Conditions, which is the regulatory body with oversight. Turlock Fire's bottles will reach the end of their fifteen (15) year shelf life in April of 2017. The Turlock Fire Department is required to be in compliance before firefighters can enter an IDLH atmosphere (See Attachment C).

The Fire Department has a budget of $410,322 for purchase of SCBA's and associated equipment. The special pricing bid from Cascade Fire Equipment is $392,361, which is under budget. If we were to utilize the formal bid process, that same equipment will cost the City $612,283, which is $219,000 over our prescribed budget.

Cascade Fire Equipment is an authorized and reputable vendor of Scott Air Packs, and will provide the necessary support and service before, during and after the purchase of the SCBA equipment.

3. BASIS FOR RECOMMENDATION:

A. The Fire Department will be out of regulatory compliance in April of 2017, as the SCBA air packs have exceeded their life span, pursuant to the U. S. Department of Transportation (DOT).

B. Cascade Fire Equipment has agreed to provide the City of Turlock with 2015 pricing, a savings of over $219,000 for the purchase of all mandated SCBA equipment providing that the intent to purchase be made following the August 30, 2016, City Council meeting.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

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

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

Policy Goal and Implementation Plan Initiative:

Policy Goal # 3 Public Safety

General Principles:
1. Public Safety provides for the safety of our citizens and preserves our community and culture.

Action Item:
3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted in line number:
240-00-000.306.44030_000 Small Equipment Replacement

Fiscal Impact: Not to exceed $392,361

Authorizing the purchase of forty two (42) self-contained breathing apparatus (SCBA) from Cascade Fire Equipment, in an amount not to exceed $392,361, to ensure the Turlock Fire Department is in compliance with the U. S. Department of Transportation (DOT) regulations, without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6)

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the purchase. Staff does not recommend this alternative, as this purchase will result in a savings of $219,000 and ensures compliance with the Fire Department's operational conditions, NFPA requirements, and DOT regulations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF FORTY-TWO (42) SELF CONTAINED BREATHING APPARATUS (SCBA) AND ASSOCIATED EQUIPMENT FROM CASCADE FIRE EQUIPMENT, IN AN AMOUNT NOT TO EXCEED $392,361, WITHOUT COMPLIANCE TO THE FORMAL BID PROCESS IN ACCORDANCE WITH TURLOCK MUNICIPAL CODE SECTION 2-7-08(b)(6),TO ENSURE THE TURLOCK FIRE DEPARTMENT IS IN COMPLIANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION (DOT) REGULATIONS	**RESOLUTION NO. 2016-**

WHEREAS, the Turlock Fire Department has a need to purchase new self-contained breathing apparatus (SCBA) to remain in compliance with Department of Transportation (DOT) and National Fire Protection Agency (NFPA) requirements; and

WHEREAS, the use of SCBA's is a life safety issue for firefighters when working in immediately dangerous to life and health (IDLH) atmospheres; and

WHEREAS, the Turlock Fire department has not updated SCBA equipment since 2002 and the current equipment has been damaged, worn out and repaired several times; and

WHEREAS, Cascade Fire Equipment has secured 2015 pricing from Scott Safety Manufacturer to be passed on to the City of Turlock; and

WHEREAS, this special pricing agreement will save the City over $219,000 and allow the Turlock Fire Department to obtain all necessary equipment; and

WHEREAS, it is in the best interest of the City to purchase the equipment with Cascade Fire Equipment, resulting in a cost savings of over $219,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of forty-two (42) self-contained breathing apparatus (SCBA) and associated equipment from Cascade Fire Equipment, in an amount not to exceed $392,361, without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6), to ensure the Turlock Fire Department is in compliance with the U.S. Department of Transportation (DOT) regulations.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th 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

ATTACHMENT A

CASCADE FIRE
EQUIPMENT COMPANY
P.O. BOX 4248 • MEDFORD, OREGON 97501
(800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847
sales@cascadefire.com • www.cascadefire.com

QUOTE

ACCOUNT 0000714

SHIP TO TURLOCK CITY OF
701 S.WALNUT RD
TURLOCK CA

DATE	QUOTE NO.	SALESPERSON	TAKEN BY	PAY TYPE
08/02/16	QUOTE	3	Jeff	Net 30

LINE	QTY	UNIT	PROD	DESCRIPTION	UNIT PRICE	EXT PRICE
1	42	EA	X3315022200202	X3 A/P 5500 PSI CGA QD REG / DUAL EBSS PASS DEVICE	5341.00	224322.00
2	69.00	EA	SC200969-01	CYL&VALV, CGA CARB, 45 MIN/5500 PSI	1026.00	70794.00
3	35.00	EA	SC200969-01	CYL&VALV, CGA CARB, 45 MIN/5500 PSI	0.00	0.00
4	5.00	EA	SC200972-01	CYL&VALV, CGA CARB 60 MIN/5500 PSI	0.00	0.00
5	55.00	EA	SC201215-05	AV3000 HT MASK W/COMM BRACKET	275.00	15125.00
6	15.00	EA	SC201275-01	EPIC 3 VOICE AMP	402.00	6030.00
7	10	EA	SC200077-50	REG ASY,2013 QD	1249.00	12490.00
8	5.00	EA	SC200954-05	RIT PAK 3 W/ REGULATOR & MASK	2807.00	14035.00
9	1.00	EA	SC805381-05	POSI 3 USB INTERFACE KIT INCLUDEDS SOFTWARE,MED PRESURRE POSI 3 HOSES WITH QUICK DISCONNECT,AP75,X3 AND NXG/X3 SNAP-CHANGE INTERFACE HOSES/ADAPTERS TOOL KIT X3 POSI ADAPTERS MANIFOLD PLUG TO POSI 3 USB	4617.00	4617.00
10	1	EA	8030	PORTACOUNT PRO FIT TEST MACHINE	11725.00	11725.00
11	5	EA	L2	TRUE NORTH L2 RIT BAG	390.00	1950.00
12	50.00	EA	50345	ACCOUNTABILITY ID	25.00	1250.00
13	1.00	EA	50401	CYLINDER RACK, 12	425.00	425.00
14	60.00	EA	50000	MASK BAG FOR SCBA, LOW PROFILE	25.00	1500.00

CASCADE FIRE
EQUIPMENT COMPANY
P.O. BOX 4248 • MEDFORD, OREGON 97501
(800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847
sales@cascadefire.com • www.cascadefire.com

15	8	EA	M1234	T31 AIR TO STICK FITTINGS	37.50	300.00

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	27797.93	392360.93

Quote expires 9-15-16

CASCADE FIRE
EQUIPMENT COMPANY
P.O. BOX 4248 • MEDFORD, OREGON 97501
(800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847
sales@cascadefire.com • www.cascadefire.com

QUOTE

ATTACHMENT B

ACCOUNT 0000714

SHIP TO TURLOCK CITY OF
701 S.WALNUT RD
TURLOCK CA

DATE	QUOTE NO.	SALESPERSON	TAKEN BY	PAY TYPE
08/03/16	QUOTE	3	Jeff	Net 30

LINE	QTY	UNIT	PROD	DESCRIPTION	UNIT PRICE	EXT PRICE
1	42.00	EA	X3315022200202	X3 A/P 5500 PSI CGA QD REG / DUAL EBSS PASS DEVICE	7425.00	311850.00
2	69.00	EA	SC200969-01	CYL&VALV, CGA CARB, 45 MIN/5500 PSI	1560.00	107640.00
3	35.00	EA	SC200969-01	CYL&VALV, CGA CARB, 45 MIN/5500 PSI	1560.00	54600.00
4	5.00	EA	SC200972-01	CYL&VALV, CGA CARB 60 MIN/5500 PSI	1740.00	8700.00
5	55.00	EA	SC201215-05	AV3000 HT MASK W/COMM BRACKET	384.00	21120.00
6	15.00	EA	SC201275-01	EPIC 3 VOICE AMP	495.00	7425.00
7	10.00	EA	SC200077-50	REG,ASY 2013 QD	1580.00	15800.00
8	5.00	EA	SC200954-05	RIT PAK 3 W/ REGULATOR & MASK	3490.00	17450.00
9	1.00	EA	SC805381-05	POSI 3 USB INTERFACE KIT INCLUDEDS SOFTWARE,MED PRESURRE POSI 3 HOSES WITH QUICK DISCONNECT,AP75,X3 AND NXG/X3 SNAP-CHANGE INTERFACE HOSES/ADAPTERS TOOL KIT X3 POSI ADAPTERS MANIFOLD PLUG TO POSI 3 USB	5369.00	5369.00
10	1.00	EA	8030	PORTACOUNT PRO FIT TEST MACHINE	12000.00	12000.00
11	5.00	EA	L2	TRUE NORTH L2 RIT BAG	450.00	2250.00
12	50.00	EA	50345	ACCOUNTABILITY ID	40.00	2000.00
13	1.00	EA	50401	CYLINDER RACK, 12	500.00	500.00

CASCADE FIRE
EQUIPMENT COMPANY
P.O. BOX 4248 • MEDFORD, OREGON 97501
(800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847
sales@cascadefire.com • www.cascadefire.com

14	60.00	EA	50000	MASK BAG FOR SCBA, LOW PROFILE	30.00	1800.00
15	8.00	EA	M1234	T31 AIR TO STICK FITTINGS	50.00	400.00

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	43378.93	612282.93

MSRP PRICING

ATTACHMENT C

June 3, 2013

U.S. Department
of Transportation

**Pipeline and Hazardous
Materials Safety Administration**

East Building, PHH – 30
1200 New Jersey Avenue, Southeast
Washington, D.C. 20590

DOT-SP 10915
(TWENTIETH REVISION)

EXPIRATION DATE: July 31, 2016

(FOR RENEWAL, SEE 49 CFR § 107.109)

1. GRANTEE: Luxfer Gas Cylinders
Riverside, CA

2. PURPOSE AND LIMITATIONS:

a. This special permit authorizes the manufacture, mark, sale and use of a non-DOT specification fully wrapped carbon-fiber reinforced aluminum lined cylinder for the transportation in commerce of the materials authorized by this special permit. This special permit provides no relief from the Hazardous Materials Regulations (HMR) other than as specifically stated herein. The most recent revision supersedes all previous revisions.

b. The safety analyses performed in development of this special permit only considered the hazards and risks associated with transportation in commerce.

3. REGULATORY SYSTEM AFFECTED: 49 CFR Parts 106, 107 and 171-180.

4. REGULATIONS FROM WHICH EXEMPTED: 49 CFR §§ 172.203(a) and 172.301(c) in that the marking requirements are waived and §§ 173.302a(a)(1), 173.304a(a)(1), and 180.205 in that non-specification cylinders are not authorized, except as specified herein.

5. BASIS: This special permit is based on the application of Luxfer Gas Cylinders dated August 8, 2012, submitted in accordance with § 107.109 and additional information dated June 21, 2012.

6. HAZARDOUS MATERIALS (49 CFR § 172.101):

Hazardous Materials Description			
Proper Shipping Name	**Hazard Class/ Division**	**Identi-fication Number**	**Packing Group**
Air, compressed *(containing up to 39% by volume oxygen content)*	2.2	UN1002	N/A
Argon, compressed	2.2	UN1006	N/A
Carbon Dioxide	2.2	UN1013	N/A
Compressed gas, n.o.s.	2.2	UN1956	N/A
Compressed gas, oxidizing, and n.o.s.	2.2	UN3156	N/A
Helium, compressed	2.2	UN1046	N/A
Hydrogen, compressed	2.1	UN1049	N/A
Liquefied gas, n.o.s.	2.2	UN3163	N/A
Methane, compressed *or* Natural gas, compressed *(with high methane content)*	2.1	UN1971	N/A
Nitrogen, compressed	2.2	UN1066	N/A
Nitrous Oxide	2.2	UN1070	N/A
Oxygen, compressed	2.2	UN1072	N/A

7. SAFETY CONTROL MEASURES:

a. PACKAGING - Packaging prescribed is a fully wrapped carbon-fiber reinforced aluminum lined cylinder manufactured and marked in conformance with Basic Requirements for Fully Wrapped Carbon-Fiber Reinforced Aluminum Lined Cylinders (DOT-CFFC Fifth Revision), dated March 2007, except as follows:

CFFC-2 - Type, Size and Service Pressure
* * *
The marked service pressure may not exceed 37,921kPa (5,500 psi) at a reference temperature of 21.1°C (70°F).
* * *

CFFC -6 - Authorized Material and Identification of Material

(b)Filament Materials
(i) Carbon fibers: * * *
The tensile strength may not exceed 6,205,282 kPa (900,000 psi), the modulus of elasticity may not exceed 300 million kPa (43.5 million psi), and the strain to failure may not be less than 1 percent.
* * *

CFFC-8(a) (iv) Threaded openings need not extend completely through the neck and may be designed to allow full engagement of mating threads.

b. TESTING: Cylinders retested prior to May 11, 2001 must be retested within 36 months of the retest date marked on the cylinder. Cylinders retested on or after May 11, 2001 must be reinspected and hydrostatically retested at least once every five years. Testing must be performed in accordance with § 180.205, tested to 5/3 of the marked service pressure, and the latest edition of CGA pamphlet C-6.2 "Guidelines for Visual Inspection and Re-qualification of Fiber Reinforced High Pressure Cylinders", except as specifically noted herein:

(1) Cylinders must be volumetrically tested by the water jacket method suitable for the determination of the cylinder expansion for a minimum test time of one minute.

(2) A maximum permanent expansion to total expansion ratio does not apply. The cylinder must be condemned if the elastic expansion exceeds the rejection elastic expansion (REE) as marked on the cylinder.

(3) Retest markings must be applied on a label securely affixed to the cylinder and over coated with epoxy, near the original test date. Metal stamping of the composite surface is prohibited. Reheat treatment of

rejected cylinders is not authorized.

(4) Cylinders with fiber damage (cuts, abrasions, etc.) that exceed Level 1 type damage as defined in CGA Pamphlet C-6.2 and meet the following depth and length criteria are considered to have Level 2 damage:

(i) Depth - Damage that upon visual inspection is seen to penetrate the outer fiberglass layer but does not expose the carbon layer beneath, or that has a measured depth of greater than 0.005 and less than 0.045 inch for cylinders with an outside diameter greater than 7.5 inches or less than 0.035 inches for cylinders 7.5 inches or less in outside diameter;

(ii) Length - Damage that has a maximum allowable length of:

Region	**Direction of fiber damage**	**Maximum length of damage**
Cylinder sidewall and domes	Transverse to fiber direction (longitudinal direction)	20% of the length of the straight sidewall section of the cylinder
Cylinder sidewall and domes	In the direction of the fiber (circumferential direction)	20% of the length of the straight sidewall section of the cylinder

(5) Cylinders with damage that meet the Level 2 criteria must be rejected. Retesters must contact the cylinder manufacturer in the event that damage is questionable based on this criteria. Repair of rejected cylinders is authorized for Level 2 type damage. Repairs must be made in accordance with CGA pamphlet C-6.2, prior to the hydrostatic pressure test. Repairs must be evaluated after the hydrostatic test.

(6) Cylinders that have direct fiber damage that penetrates through the outer fiberglass layer and into the carbon layer, or that have a measured damage depth of greater than the Level 2 maximum stated in (5)(a)

above are considered to have Level 3 type damage. Cylinders that have damage with depth meeting Level 2, but length exceeding the Level 2 maximum is considered to have Level 3 type damage. Cylinders with Level 3 type damage are not authorized to be repaired, and must be condemned.

(7) A hydrostatic retest may be repeated as provided for in § 180.205; only two such retests are permitted. Pressurization prior to the official hydrostatic test for the purpose of a systems check must not exceed 85% of the required test pressure.

c. OPERATIONAL CONTROLS –

(1) Cylinders manufactured under this special permit are not authorized for use fifteen (15) years after the date of manufacture.

(2) Cylinders may not be used for underwater breathing purposes.

(3) Cylinders used in oxygen service or in nitrous oxide service must conform with § 173.302(b)(1)-(3).

(4) A cylinder that has been subjected to fire may not be returned to service.

(5) Transportation of flammable gases is not authorized aboard passenger-carrying aircraft or cargo vessel.

(6) Transportation of oxygen is only authorized when in accordance with § 175.501.

(7) Cylinders must be packaged in accordance with § 173.301(a)(9).

8. SPECIAL PROVISIONS:

a. In accordance with the provisions of Paragraph (b) of § 173.22a, persons may use the packaging authorized by this special permit for the transportation of the hazardous materials specified in paragraph 6, only in conformance with the terms of this special permit.

b. A person who is not a holder of this special permit, but receives a package covered by this special permit, may

reoffer it for transportation provided no modifications or changes are made to the package and it is offered for transportation in conformance with this special permit and the HMR.

c. A current copy of this special permit must be maintained at each facility where the package is offered or reoffered for transportation.

d. A current copy of this special permit must be maintained at each facility where the packaging is manufactured under this special permit. It must be made available to a DOT representative upon request.

e. Each packaging manufactured under the authority of this special permit must be either (1) marked with the name of the manufacturer and location (city and state) of the facility at which it is manufactured or (2) marked with a registration symbol designated for a specific manufacturing facility.

f. The cylinders described in this special permit are authorized only for normal transportation as an article of commerce i.e., the movement of hazardous materials packages from consignor to consignee.

g. The requirements to mark shipping papers and packages with the special permit number in accordance with §§ 172.203(a) and 172.301(c), respectively, are waived.

9. MODES OF TRANSPORTATION AUTHORIZED: Motor vehicle, rail freight, cargo vessel, cargo-only aircraft, and passenger-carrying aircraft (see paragraphs 7.c.(5) and 7.c.(6) for restrictions).

10. MODAL REQUIREMENTS: None required by this special permit.

11. COMPLIANCE: Failure by a person to comply with any of the following may result in suspension or revocation of this special permit and penalties prescribed by the Federal hazardous materials transportation law, 49 U.S.C. 5101 et seq:

- All terms and conditions prescribed in this special permit and the Hazardous Materials Regulations, 49 CFR Parts 171-180.

- Persons operating under the terms of this special

permit must comply with the security plan requirement in Subpart I of Part 172 of the HMR, when applicable.

- Registration required by § 107.601 et seq., when applicable.

Each "Hazmat employee", as defined in § 171.8, who performs a function subject to this special permit must receive training on the requirements and conditions of this special permit in addition to the training required by §§ 172.700 through 172.704.

No person may use or apply this special permit, including display of its number, when this special permit has expired or is otherwise no longer in effect.

Under Title VII of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)—"The Hazardous Materials Safety and Security Reauthorization Act of 2005" (Pub. L. 109-59), 119 Stat. 1144 (August 10, 2005), amended the Federal hazardous materials transportation law by changing the term "exemption" to "special permit" and authorizes a special permit to be granted up to two years for new special permits and up to four years for renewals.

12. REPORTING REQUIREMENTS: Shipments or operations conducted under this special permit are subject to the Hazardous Materials Incident Reporting requirements specified in 49 CFR §§ 171.15 Immediate notice of certain hazardous materials incidents, and 171.16 Detailed hazardous materials incident reports. In addition, the grantee(s) of this special permit must notify the Associate Administrator for Hazardous Materials Safety -- OHMSPA, in writing, of any incident involving a package, shipment or operation conducted under terms of this special permit.

Issued in Washington, D.C.:

Andrea W. Dunham

for Dr. Magdy El-Sibaie
Associate Administrator for Hazardous Materials Safety

Address all inquiries to: Associate Administrator for Hazardous Materials Safety, Pipeline and Hazardous Material Safety Administration, U.S. Department of Transportation, East Building PHH-30, 1200 New Jersey Avenue, Southeast, Washington, D.C. 20590.

Copies of this special permit may be obtained by accessing the Hazardous Materials Safety Homepage at http://hazmat.dot.gov/sp_app/special_permits/spec_perm_index.htm
Photo reproductions and legible reductions of this special permit are permitted. Any alteration of this special permit is prohibited.

PO: CWF

ATTACHMENT D

SCOTT SAFETY

A Tyco Business

Tuesday, July 26, 2015

Turlock Fire Department
900 North Palm
Turlock, CA 95380-5454
United States

To whom it may concern,

Please be advised that Scott Safety is pleased to offer additional cost incentives to facilitate the purchase of new Air-Pak SCBA products by the City of Turlock Fire Department. These incentives, in the form of some required accessories offered at no charge as well as discounted pricing on core items, are offered in an effort to help the city and the fire department meet their budgetary constraints as it pertains to purchasing new NFPA 1981:2013 edition SCBAs.

Sincerely,

Derek Roy
Associate Director, North America Sales
deroy@tycoint.com

7D

City Council Synopsis
August 30, 2016

million acts of kindness

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Agreement between the City of Turlock and Turlock Gospel Mission for support services/case management for the City of Turlock's Diversion Program, in the total amount of $34,596, from account number 120-10-120.43201 "Diversion Program"

Resolution: Appropriating $34,596 to account number 120-10-120.43201 "Diversion Program" from Fund 120 "Tourism" reserve balance to fund support services/case management for the City of Turlock's Diversion Program

2. DISCUSSION OF ISSUE:

Background:
At the December 8, 2015 Council meeting, Council approved Community Development Block Grant (CDBG) funding in the amount of $40,000 to fund the pilot program and scope of work by Turlock Gospel Mission (TGM) as part of the City of Turlock's Diversion Program. Funding for the pilot program ran through June 30, 2016.

The Diversion Program has found great success in addressing illegal behaviors that are in violation of the Turlock Municipal Code and reducing repeat offenses. Specifically from December 2015 through July 2016, thirty-one (31) individuals have participated in the Diversion program.

Turlock Gospel Mission, formally founded in 2007, currently operates a Homeless Assistance Ministry (HAM) Day Center and provides case management to those who seek assistance or who frequent the HAM Center. In the case of the Diversion Program, TGM will enhance the capacity of its case management program to assist individuals who have either agreed to participate in diversion or have been ordered by the court to participate in diversion.

OK for Agenda

Discussion:
Staff is proposing to enter into a new one year agreement with Turlock Gospel Mission for the scope of services as outlined in Exhibit A. There are a few key differences between the pilot program and the proposed agreement. First, this agreement is proposed to be funded from a different funding source. Staff proposes to fund the program out Fund 120 Tourism in the amount of $34,596.

City staff have met with the new Executive Director of the Turlock Gospel Mission for a "post pilot program assessment". In the scope of work, there have been some operational aspects that were redefined based on real experiences under the pilot program.

The scope of work under this new agreement is detailed in Exhibit A, and in summary includes the following:

Scope of Services to Be Provided:

Program Objective:
TGM to provide case management services to individuals who have been referred to TGM by the City or the Court.

Statement of Problem or Need:
In 2014, approximately 1,400 Stanislaus County community members experienced homelessness and thousands more showed signs of risk for becoming homeless. Although there are over sixty (60) programs and hundreds of concerned citizens who help people access housing, shelter, and other basic life necessities, we know that we can do much more to prevent homelessness from actually occurring.

Eligible Individuals:
Individuals who have been referred to TGM by the City of Turlock or the Court.

Proposed Scope of Work:
Administer the Community Service Program - TGM will provide an opportunity for individuals referred to TGM by the City to participate, on a voluntary basis, in TGM's Community Service Programs. TGM will provide verification of the individual's completion of Community Service hours to the City of Turlock.

Formal Diversion Services:
The Turlock Gospel Mission will provide case management and related services to program individuals referred by the City of Turlock or the Court.
Case management services will be available seven (7) days a week from 8am-5pm from August 30, 2016 through August 29, 2017.

The goal of the Diversion program is to engage individuals and connect them with appropriate services.

Case Management Services shall consist of the following:

1. Registration and program progress record keeping.

2. Assignment of a Case Manager to prepare an individual assessment plan of services and guide the individual in their process of resolving barriers to becoming employed and housed.

3. Provide an evaluation of the individual's needs for restorative services. As an example the evaluation will identify chronic and short term medical conditions, lice check, severe ailments such as broken bones, dehydration, and PTSD.

4. In conjunction with the individual, develop a daily and extended plan of services including a schedule that will assist them in their restoration.

5. The daily and extended schedule will also include Community Service hours as determined by the City of Turlock or as ordered by the Court. Community Service hours shall be reported to the City upon completion.

6. Provide a recommendation of a Restoration Plan for discussion with assigned City Staff.

7. Provide direct Caseworker assistance with the goal of connecting individuals to needed services consistent with the above Restoration Plan.

8. Assistance and coordination with those services provided by TGM or other agencies and private providers:
    a. Assist in arrangement of specialized rehabilitation services
        i. Drug
        ii. Alcohol
    b. Assist in arrangement of medical services including examinations, medications, eye care, dental care, physical therapy and mental health.
    c. Assist in application support for services Social Security including Supplemental Security Income (SSI), and Benefit Eligibility Screening.
    d. Assist in arrangement for food sources including local sources and USDA Food Stamps.
    e. Assist in obtaining typical Identification papers including Department of Motor Vehicles Identification, Birth Certificate, and other forms of identification.
    f. Assistance with acquisition of housing including emergency, transitional, and permanent housing.

9. Community Service - Provide and schedule opportunities for Community Service consistent with the City's requirements.

10. Individual Accountability - Individual schedules and program participation will be monitored by the Caseworker to ensure that the individual is actively participating in the program. The Restoration Plan may include a breathalyzer test and the taking of urine samples.

11. An Emphasis on Sustainability - The Caseworker will focus on transitioning the participant from a volunteer role to permanent employment. It will involve career development, appearance, communication and composure, personal banking, entry level job search and continuation of drug and alcohol testing if determined to be required.

Other Program Elements:

1. Client files will be established and maintained for each client and will include an individual assessment plan.

2. At the City's request, TGM shall engage in outreach efforts for special individuals as determined by the City's Diversion program.

3. Regular monthly meetings shall be established and scheduled to reviews specific issues with clients as well as gauge the effectiveness of the pilot program.

3. BASIS FOR RECOMMENDATION:

Policy Goals and Implementation Plan Initiative:

Policy Goal #1: Effective Leadership

General Principle:
1. Foster innovation and promote positive change.
4. Proactively respond to emerging issues.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Fiscal Year 2016-17 Agreement will be funded with Fund 120 Tourism reserve funds and placed into a new line item "Diversion Program".

An appropriation is included in this action to appropriate funds to 120-10-120.43201 "Diversion Program" from Fund 120 "Tourism" reserve balance to fund support services/case management for the City of Turlock's Diversion Program. This activity will have no impact on the City's General Fund budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Categorical Exclusion under NEPA.

7. ALTERNATIVES:

A. Council may choose not to approve the proposed agreement. However, this option is not recommended as the case management and related services are a key component to making the Diversion Program successful.

B. Council could approve the agreement but choose not to fund the program from Fund 120 "Tourism" as recommended. Council could choose to fund the program from the General Fund Reserve.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TURLOCK GOSPEL MISSION
for
THE CITY OF TURLOCK DIVERSION PROGRAM
CITY PROJECT NO. 16-110

THIS AGREEMENT is made this 30th 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 the **TURLOCK GOSPEL MISSON**, a California non-profit organization 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 Diversion Program Services; and

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

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

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

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Thirty-four Thousand Five Hundred Ninety-six and no/100^{ths} Dollars ($34,596.00). 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 be effective August 30, 2016 through August 29, 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 sub-consultants and subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

for CONSULTANT: **TURLOCK GOSPEL MISSION**
432 S. Broadway
Turlock, California 95380
Attention: Christian Curby, Executive Director
PHONE: (209) 656-1033
FAX: 656-1403
EMAIL: christian@turlockgospelmission.org

for CITY: **CITY OF TURLOCK**
Attn: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing
156 S. Broadway, Suite 250

Turlock, California 95380-5456
PHONE: (209) 668-5542 Extension 2227
FAX: (209) 668-5668
EMAIL: mpitt@turlock.ca.us

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

Maryn Pitt, Assist to the City Manager for
Economic Development and Housing
156 S. Broadway, Suite 250
Turlock, California 95380-5456
Phone: (209) 668-5542 extension 2227
Fax: (209) 668-5668
Email: mpitt@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

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TURLOCK GOSPEL MISSION

By: _____
Christian Curby, Executive Director

Date: _____

Turlock Gospel Mission

Scope of Work for Case Management Services

In Support of the City of Turlock's Diversion Program

TURLOCK GOSPEL MISSION

Chris Kiriakou, Board Chair
8/19/2016

TURLOCK
GOSPEL
MISSION

What is Diversion?

Diversion is "an attempt to divert, or channel out, offenders from the justice system". The concept of diversion is based on the theory that processing certain individuals through the justice system may do more harm than good. The basis of the diversion argument is that courts may inadvertently stigmatize some individuals for having committed relatively petty acts that might best be handled outside the formal system. In part, diversion programs are also designed to ameliorate the problem of overburdened courts and overcrowded corrections institutions (including detention facilities), so that courts and institutions can focus on more serious offenders.

From case studies throughout the country, it is clear that the most successful diversion programs have been those that provide more intensive and comprehensive services. The use of experienced caseworkers to provide case management is especially important to a program's success.

Pretrial diversion/intervention is a voluntary option which provides alternative judicial case processing for a defendant charged with a crime that ideally, upon successful completion of an individualized program plan, results in a dismissal of the charge(s).

These alternative programs use established criteria to determine which defendants are eligible to participate in the program. Diversion programs also are characterized by standardized supervision (e.g., drug testing) and service delivery, including counseling and drug treatment. The third shared characteristic of pretrial diversion programs is that completion of the program results in the dismissal of criminal charges.

The goal of these programs is to reduce crime by discovering the underlying factors that lead to an individual's criminal behavior. Because these types of programs typically target nonviolent offenders, they aim to eliminate underlying factors such as mental illness or substance abuse that may drive an individual's criminal behavior. Thus, many of these programs target offenders who are better served through community restitution programs rather than criminal sanctions. By targeting the underlying root causes of criminal activity, pretrial diversion programs ultimately aim to reduce offenders' recidivism.

The City of Turlock desires to continue a "Diversion Program" for the purpose of assisting those individuals that have committed a violation of City or other government ordinances, codes or laws and have a need for guidance and facilitation of available social services necessary to encourage good community participation. Like other successful diversion programs, there is a need for case management as an integral component of the program.

Turlock Gospel Mission (TGM), formally founded in 2007, currently operates a Homeless Assistance Ministry (HAM) Day Center and provides case management to those who seek assistance or who frequent the HAM Center. In the case of the Diversion Program, TGM will enhance the capacity of its case management program to receive individuals that have either agreed to participate in diversion or have been ordered by the court to participate in diversion.

TURLOCK GOSPEL MISSION

Scope of Services to be Provided

Program Objective:

TGM to provide case management services to individuals who have been referred to TGM by the City or the Court.

Statement of Problem or Need:

In 2014, approximately 1,400 Stanislaus County community members experienced homelessness, and thousands more showed signs of risk for becoming homeless. Although there are over 60 programs and hundreds of concerned citizens who help people access housing, shelter, and other basic life necessities, we know that we can do much more to prevent homelessness from actually occurring.

Eligible Individuals - Individuals who have been referred to TGM by the City of Turlock or the Court.

Proposed Scope of Work –

Administer the Community Service Program - TGM will provide an opportunity for individuals referred to TGM by the City to participate, on a voluntary basis, in TGM's Community Service Programs. TGM will provide verification of the individual's completion of Community Service hours to the City of Turlock.

Formal Diversion Services - The Turlock Gospel Mission (TGM) will provide Case Management Services to program individuals referred to it by the City of Turlock or the Court. Case management services will be available 9AM to 5PM seven days a week.

The goal of the Diversion program is to engage individuals and connect them to appropriate services.

Case Management Services shall consist of the following:

1. Registration and program progress record keeping.

2. Assignment of a Case Manager to assist, prepare an individual assessment plan of services, and guide the individual in the process of resolving barriers to becoming employed and housed.

3. Provide an evaluation of the individual's needs for restorative services. As an example, the evaluation will identify chronic and short-term medical conditions,

perform a lice check, and look for severe ailments such as broken bones, dehydration, and PTSD.

4. In conjunction with the individual, develop a daily and extended plan of services including a schedule that will assist clients in their restoration.

5. Coordinate a daily and extended schedule for individuals who must perform Community Service hours as determined by the City of Turlock or as ordered by the Court. Community Service hours shall be reported to the City upon completion.

6. Recommend a Restoration Plan for discussion with assigned City Staff.

7. Provide direct Caseworker assistance when acquiring needed services consistent with the above Restoration Plan.

8. Assistance and coordination with those services provided by TGM or other agencies and private providers:

    a. Assist in arrangement of specialized rehabilitation services:
        i. Drug
        ii. Alcohol

    b. Assist in arrangement of medical services including examinations, medications, eye care, dental care, physical therapy, and mental health services.

    c. Assist in application support for Social Security services including Supplemental Security Income (SSI), and Benefit Eligibility Screening.

    d. Assist in arrangement for food sources including local sources and USDA Food Stamps.

    e. Assist in obtaining typical identification papers including DMV, Birth Certificate, and other forms of identification.

    f. Assistance with acquisition of housing including emergency, transitional, and permanent housing.

9. Community Service - Provide and schedule opportunities for Community Service consistent with the City's requirements.

10. Individual Accountability - Individual schedules and program participation will be monitored by the Caseworker to ensure that the individual is actively participating in the program. The Restoration Plan may include a breathalyzer test and the taking of urine samples.

11. An Emphasis on Sustainability - The Caseworker will focus on a transition from a volunteer role to permanent employment. It will involve career development, appearance, communication and composure, personal banking, entry level job search and continuation of drug and alcohol testing if determined to be required.

Other Program Elements:

1. Client files will be established and maintained for each client and will include an individual assessment plan.

2. At the City's request, TGM shall engage in outreach efforts for special individuals as determined by the City's Diversion program.

3. Regular monthly meetings shall be established and scheduled to review specific issues with clients as well as gauge the effectiveness of the program.

Project Accomplishments:

Looking ahead, it is clear that the notion of diversion and how it is practiced at the local and state level, will continue to evolve as new information, expertise, and collaborations emerge. The following themes and ideas may serve as a framework for the future of diversion:

1. *Substance use and mental health care involvement.* The most effective response to individuals with substance use and mental health issues is often an appropriate balance of supervision, accountability, and community treatment and support. What is deemed appropriate should be driven by the ever expanding base of research and data regarding which intervention model best serves a given population at a given point of justice involvement. It is envisioned that this TGM/City of Turlock effort would develop some best practices in regard to assesses both the risk of recidivism as well as needs related to substance use, mental health, and other social and environmental conditions, and

determines the appropriate type and dose of treatments and other services necessary to maximize justice and health outcomes.

2. *Data-driven adjustments to the program.* Data entered into the Homeless Management Information System is tracked in order to assess health and community resources and to ensure services are allocated in a manner having the greatest impact and benefit. These determinations will be most successful if programs take formal steps to develop standardized outcome measures (based upon cost, public safety, and public health), and measure, analyze, monitor, and share results.

3. *Connecting individuals who are homeless or at risk of becoming homeless who have a need for various types of social services to service providers.* It is hoped that the numbers will speak for themselves. The Turlock Gospel Mission, in collaboration with the City of Turlock, is prepared to collected data to be shared with other communities with regard to both successes and failures. Ultimately, it is the number of individuals and families who become connected to services and housed that is the measure of the program's success.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $34,596 TO ACCOUNT NUMBER 120-10-120.43201 "DIVERSION PROGRAM" FROM FUND 120 "TOURISM" RESERVE BALANCE TO FUND SUPPORT SERVICES/CASE MANAGEMENT FOR THE CITY OF TURLOCK'S DIVERSION PROGRAM	**RESOLUTION NO. 2016-**

WHEREAS, at the December 8, 2015 Council meeting, Council approved CDBG grant funding in the amount of $40,000 to fund the pilot program and scope of work by Turlock Gospel Mission as part of the City of Turlock's Diversion Program. Funding for the pilot program ran through June 30, 2016; and

WHEREAS, the City of Turlock has previously implemented a "Pilot Diversion Program" for the purpose of assisting those individuals who have committed a violation of City or other government ordinances, codes or laws and have a need for guidance and facilitation of available social services necessary to encourage good community participation. Like other successful diversion programs, there is a need for case management as an integral component of the program; and

WHEREAS, the Division Program has found great success in addressing illegal behaviors that are in violation of the Turlock Municipal Code and reducing repeat offenses. Specifically from December 2015 through July 2016, thirty-one (31) individuals have participated in the Diversion; and

WHEREAS, Turlock Gospel Mission (TGM), formally founded in 2007, currently operates a Homeless Assistance Ministry (HAM) Day Center and provides case management to those who seek assistance or who frequent the HAM Center. In the case of the Diversion Program, TGM will enhance the capacity of its case management program to receive individuals that have either agreed to participate in diversion or have been ordered by the court to participate in diversion.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $34,596 to account number 120-10-120.43201 "Diversion Program" from Fund 120 "Tourism" reserve balance to fund support services/case management for the City of Turlock's Diversion Program.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th 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