City Council Agenda

SEPTEMBER 13, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
Gary Soiseth

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

City Manager
Gary R. Hampton
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: National Childhood Cancer Awareness Month, accepted by Josephine Houlihan, Patrick Shields, Bella Gonsalves, and Destiny Herrera
B. *Presentation*: Haven Beyond the Shelter, presented by Denise Hecht, Haven Center
C. *Appointment:* Temporary (Ad Hoc) Advisory Audit Committee for the 2015-16 Fiscal Year financial audit process [Two (2) members of the City Council]

3. A. SPECIAL BRIEFINGS

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Noriel Mostajo, Student Government Relations Coordinator

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)

2. Capital Projects and Building Activity *(Pitcock)*

C. PUBLIC PARTICIPATION

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

C. 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 8/11/16 in the amount of $458,778.81; Demands of 5/31/16 in the amount of $1,216,802.12

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

C. *Motion*: Approving Contract Change Order No. 1, in the amount of $3,841 (Fund 301), for City Project No. 15-52 "Senior Center Ceiling Replacement," bringing the contract total to $42,251

D. *Motion*: Approving Contract Change Order No. 1, in the amount of $4,200 (Fund 246) for City Project No. 15-64 "Slurry Seals 2016," bringing the contract total to $677,206

E. 1. *Resolution*: Determining City Project No. 16-64 "Rube Boesch Center Fence Installation" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines

2. *Resolution*: Accepting a monetary donation in the amount of $10,000 from the Turlock Lions Club for the "Rube Boesch Center Fence Installation" project in accordance with Government Code Section 37354

3. *Motion*: Awarding bid and approving an agreement, in the amount of $21,534 (Fund 301), with All Steel Fence, Inc. of Lathrop, California, for City Project No. 16-64 "Rube Boesch Center Fence Installation"

4. *Resolution*: Appropriating $28,000 to account number 301-50-520.51300 "Construction Repairs/Improvements," to be funded from Fund 301 "Capital Improvement" Reserve Balance, for City Project No. 16-64 "Rube Boesch Center Fence Installation" to complete the necessary funding required for this project

F. *Motion*: Approving a Lien Agreement between the City of Turlock and Zandy Investments, LLC (owner of 2800 Paulson Road, Turlock, California) for deferred payment of Capital Facility Fees (CFF)

G. 1. *Resolution*: Determining the Certified Farmers' Market located on City property, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15323 (Normal Operations of Facilities for Public Gatherings) and Section 15304(e) (Minor Alterations to Land) of the CEQA guidelines
2. *Motion*: Approving Amendment No. 1 to the Revocable License Agreement between the City of Turlock and Golden State Farmers' Market Association for the operation, management and marketing of a certified farmers market located on City of Turlock property and designating Central Park located at 115 S. Golden State Blvd. as an additional license area

H. *Resolution*: Approving an update to the City of Turlock Special Event Permit application, adopted fees, and proposed policies for event applications received on or after September 14, 2016 to include a Council policy reference regarding street closures

I. *Motion*: Approving the Walk for Life event utilizing the public right-of-way (sidewalks), hosted by Turlock Pregnancy and Health Center, on Saturday, October 8, 2016 from 8:00 a.m. to 2:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

J. *Motion*: Approving the Move Your Bones 5k and 10K event utilizing the public right-of-way (sidewalks), to be held primarily at Donnelly Park, hosted by Turlock Triathlon Team/Club, on Sunday, October 30, 2016 from 7:00 a.m. to 12:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

K. *Motion*: Approving the Color Run event utilizing the public right-of-way (sidewalks) at Donnelly Park, hosted by Brown Elementary School PTA, on Saturday, November 5, 2016 from 8:00 a.m. to 1:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

L. *Motion*: Authorizing issuance of Request for Proposal (RFP) No. 16-374 for on-call Hydrogeological Engineering Services, in an amount not to exceed $500,000

M. *Motion*: Awarding RFP No. 16-368 and Contract No. 16-101 to Polydyne of Riceboro, Georgia, for Cationic Emulsion Polymer for the Municipal Services Department, in an annual amount not to exceed $106,936.20, having met all the specifications of RFP No. 16-368 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

N. *Motion*: Awarding RFP No. 16-358 and Contract No. 16-098 to Polydyne of Riceboro, Georgia, for Anionic Emulsion Polymer for the Municipal Services Department, in an annual amount not to exceed $19,320.84, having met all the specifications of RFP No. 16-358 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

O. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Integrity Municipal Systems, LLC for the purchase of Deionized Water (DI) mix, increasing the compensation from $43,200 to $43,878.63 to include sales tax during the term of the existing contract

P. *Resolution*: Approving the relinquishment of a portion of the wastewater capacity reserved for Olivewood, LLC (aka D Street Foods) for the food processing facility located at 680 D Street, pursuant to Turlock Municipal Code Section 6-4-1113

Q. *Resolution*: Approving the purchase of six (6) replacement marked police vehicles and two (2) replacement unmarked police vehicles for the Turlock Police Department and one (1) replacement Fire Marshal vehicle for the Turlock Fire Department from Country Ford Trucks, Ceres, California, with all emergency equipment and aftermarket installation provided by LEHR Auto Electric & Emergency Equipment of Sacramento, California, in an amount not to exceed $55,000 per vehicle and a total amount not to exceed $495,000, from account number 506-00-000-213.51020 "Police Equipment Replacement" and account number 506-00-000-304.51020 "Fire Equipment Replacement," without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and declaring replaced vehicles surplus once replaced

R. *Motion*: Awarding RFP No. 16-360 and Contract No. 16-108 to Harris Construction Cleanup for landscape maintenance and nuisance abatement services for the Turlock Fire Department Neighborhood Services Division, in an annual amount not to exceed $20,000 and $60,000 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-360 pursuant to Turlock Municipal Code Section 2-7-09(c)(5)(i)

S. *Resolution*: Re-appropriating unspent funds of $22,027 from Fiscal Year 2015-16 to account number 110-30-300.44030_027 "Minor Equipment New Recruit Safety Gear" from Fund 110 "General Fund" reserve balance for the purchase of safety clothing and equipment

T. *Resolution*: Re-appropriating unspent funds of $1,346 from Fiscal Year 2015-16 to account number 110-30-300.44030_017 "Minor Equipment Radio Equipment" from Fund 110 "General Fund" reserve balance for the purchase of one (1) BK VHF radio

U. *Resolution*: Approving modifications to the job description for the position of Fire Battalion Chief, effective September 13, 2016

V. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Champion Industrial Contractors, Inc. for preventive maintenance, filter change out and repair services for HVAC units for City owned and leased buildings, correcting the compensation from a total amount to an annual amount of $35,000 during the term of the existing contract

W. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Jorgensen Company, Inc. to provide annual portable fire extinguisher inspections and services, correcting the compensation from a total amount to an annual amount of $15,428 during the term of the existing contract

X. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Pacific Records Management to provide document destruction services for secure off-site and on-site shredding of confidential documents and other media (i.e. compact disks, film, negative, blueprints, microfiche, tapes transparencies, ribbons, etc.) as required by the various departments in need of secure destruction of sensitive information, correcting the compensation from a total amount to an annual amount of $5,000 during the term of the existing contract

Y. *Resolution*: Authorizing the release of unclaimed checks pursuant to California Government Code Sections 50050 and 50053 to the City of Turlock

Z. *Resolution*: Rescinding Resolution No. 2014-112 and adopting an amended Conflict of Interest Code for the City of Turlock and the list of "Designated Employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700)

6. FINAL READINGS

A. ***Recommended Action***:

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 16, Article 1, Section 02, Subsection (A) regarding Cost Recovery Enforcement Authority; Title 5, Chapter 19, Article 1, "Title" Section regarding Adult Entertainment; Title 5, Chapter 19, Article 1, Section 01 regarding Adult Entertainment Purpose; Title 5, Chapter 19, Article 1, Section 02 regarding Adult Entertainment Performer Permit; Title 5, Chapter 19, Article 1, Section 04, Subsection (C) regarding Adult Entertainment Application Denial Authority; Title 6, Chapter 1, Article 1, Section 13, Subsections (B), (C), and (D) regarding Exceptions – Fancy, Racing and Sporting Pigeons; Title 6, Chapter 5, Article 4, Section 02 regarding Connection Fees; Title 7, Chapter 2, Article 2, Section 02, Subsection (A) regarding Street Improvements and Dedications Required; Title 8, Chapter 4, Section 16, regarding Fixing Questioned House and Building Numbering; Title 9, Chapter 1, Article 1, Section 11 regarding General Provision Rules for Interpretation; Title 9, Chapter 2, Article 1, Section 02, Subsection (C) regarding Adult Entertainment Location and Site Requirements; Title 9, Chapter 2, Article 1, Section 02, Subsection (F) regarding Regulations Special Provisions for Adult Business Permit Application; Title 9, Chapter 2, Article 1, Section 03, Subsection (C) regarding Affordable Housing Density Bonus Application Procedures, Title 9, Chapter 2, Article 1, Section 08, Subsection (A) regarding Exceptions to Height Limits in Any Residential District; Title 9, Chapter 2, Article 1, Section 25, Subsection (B)(1) regarding Cargo Containers Permit Requirements and Exceptions for Temporary Use; Title 9, Chapter 2, Article 5, Section 06, Subsection (K) regarding Sign Standards for Temporary Signs; Title 9, Chapter 3, Article 2, Section 02, regarding Residential Use District Classifications; Title 9, Chapter 3, Article 2, Section 03, regarding Residential Districts Property Development Regulations; Title 9, Chapter 3, Article 4, Section 03, regarding Industrial Districts Property Development Standards; Title 9, Chapter 3, Article 5, Section 03 regarding Public and Semi-Public Districts Property Development Regulations; Title 9, Chapter 4, Article 1, Section 07, Subsection (B) regarding Downtown Overlay Regulations for Industrial Residential Development Standards; Title 9, Chapter 4, Article 1, Section 08, Subsection (B) regarding Overlay District Regulations – Office Residential Development Standards; Title 9, Chapter 4, Article 2, Section 04, Subsection (C) regarding Nondiscretionary Emergency Shelter Permit Application Standards; Title 9, Chapter 4, Article 2, Section 05 "Introductory Paragraph" regarding Nondiscretionary Emergency Shelter Permit Application; Title 9, Chapter 5, Article 1, Section 12 regarding Administration Permit Applications, Hearings, Amendments and Special Appeals; Title 9, Chapter 5, Article 3, Section 10, Subsection (D) regarding Minor Administrative and Minor Discretionary Permits Building Review; Title 9, Chapter 5, Article 3, Section 15 regarding Minor Administrative and Minor Discretionary Permit Time Limits for Development of Property and Uses; Title 9, Chapter 5, Article 3, Section 17 regarding Minor Administrative and Minor Discretionary Permit Outdoor Dining Permit Required; Title 9, Chapter 5, Article 3, Section 18 regarding Minor Administrative and Minor Discretionary Permit Authority to Issue Outdoor Dining Permits; Title 9, Chapter 5, Article 3, Section 23, Subsection (A) regarding Minor Administrative and Minor Discretionary Permit Alcoholic Beverage Restrictions; Title 9, Chapter 5, Article 4, Section 04, Subsection (A) regarding Minor Exceptions – Findings – Special Circumstances; and Title 9, Chapter 5, Article 7, Section 09, Subsection (B) and (C) regarding Prezoning and Annexation Area Wide Planning Requirements as introduced at the August 9, 2016 meeting.

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

7. PUBLIC HEARINGS

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

A. Request to amend Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 entitled Garbage, Rubbish, and Organic Refuse to reflect correct fees/charges for property related solid waste services adopted by the City Council on October 27, 2015, as a result of a Proposition 218 process. (*Reynolds*)

Recommended Action:
Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 entitled Garbage, Rubbish, and Organic Refuse to reflect correct fees/charges for property related solid waste services adopted by the City Council on October 27, 2015, as a result of a Proposition 218 process

8. SCHEDULED MATTERS

A. Request to authorize issuance of Request for Proposal (RFP) No. 16-340 for Parks and Recreation Management Software System for the Parks, Recreation and Public Facilities Department. (*Schulze*)

Recommended Action:
Motion: Authorizing issuance of Request for Proposal (RFP) No. 16-340 for Parks and Recreation Management Software System for the Parks, Recreation and Public Facilities Department

B. Request to determine the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Jesus Vive Retreat, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines; authorize the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Jesus Vive Retreat, from 7:00 a.m. Saturday, September 17, 2016 to 6:00 p.m. Sunday, September 18, 2016, and authorize the City Manager to apply appropriate conditions and restrictions on the street closure. (*Traini*)

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

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Resolution: Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Jesus Vive Retreat, from 7:00 a.m. Saturday, September 17, 2016 to 6:00 p.m. Sunday, September 18, 2016, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

C. Request to determine the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Fatima, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines; authorize the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Fatima, from Saturday, October 1, 2016 at 7:00 a.m. through Monday, October 3, 2016 at 5:00 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 Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Fatima, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

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Resolution: Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Fatima, from Saturday, October 1, 2016 at 7:00 a.m. through Monday, October 3, 2016 at 5:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

D. Request to determine the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Guadalupe, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines; authorize the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Guadalupe, on Monday, December 12, 2016 from 9:00 a.m. to 10:00 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 Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Guadalupe, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

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Resolution: Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Guadalupe, on Monday, December 12, 2016 from 9:00 a.m. to 10:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

E. Request to accept an allocation of funds, authorize the execution of a Grant Agreement and the commitments necessary to administer the 2016 Selective Traffic Enforcement Program (STEP) grant through the California Office of Traffic Safety in an amount not to exceed $110,000, and appropriate said funds in the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" Program 352 "OTS Step Grant" for Fiscal Year 2016-17. (*Amirfar*)

Recommended Action:
Resolution: Accepting an allocation of funds, authorizing the execution of a Grant Agreement and the commitments necessary to administer the 2016 Selective Traffic Enforcement Program (STEP) grant through the California Office of Traffic Safety in an amount not to exceed $110,000, and appropriating said funds in the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" Program 352 "OTS Step Grant" for Fiscal Year 2016-17

F. Request to accept an allocation of funds, authorize the execution of a Grant Agreement for the Fiscal Year 2015 Assistance to Firefighters Grant (AFG) with the Department of Homeland Security (DHS) in the amount of $21,637, and amend the 2016-17 budget for Fund 265 "Fire Grants" and Fund 110 "Fire Department Operations" to account for grant and required matching funds. (*Talloni*)

Recommended Action:
Resolution: Accepting an allocation of funds, authorizing the execution of a Grant Agreement for the Fiscal Year 2015 Assistance to Firefighters Grant (AFG) with the Department of Homeland Security (DHS) in the amount of $21,637, and amending the 2016-17 budget for Fund 265 "Fire Grants" and Fund 110 "Fire Department Operations" to account for grant and required matching funds

G. Request to authorize issuance of Request for Proposal (RFP) No.16-373 for Economic Development Services for the City of Turlock; **AND/OR** authorize issuance of Request for Proposal (RFP) No. 16-377 for Marketing and Branding Services for the City of Turlock; **AND/OR** authorize issuance of Request for Proposal (RFP) No. 16-378 for Tourism Services for the City of Turlock. (*Pitt*)

Recommended Action:
Motion: Authorizing issuance of Request for Proposal (RFP) No.16-373 for Economic Development Services for the City of Turlock

AND/OR

Motion: Authorizing issuance of Request for Proposal (RFP) No. 16-377 for Marketing and Branding Services for the City of Turlock

AND/OR

Motion: Authorizing issuance of Request for Proposal (RFP) No. 16-378 for Tourism Services for the City of Turlock

H. Request to approve Amendment No. 1 to the Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434, covering the period of July 1, 2014 through June 30, 2019, adopted by Resolution No. 2014-168 on October 14, 2014, amending Section 17:02 to add wildland boot reimbursement for Turlock Fire Department Strike Team "red card" holders only; appropriate $10,500 to 110-30-300.44001_97 "Supplies Wildland Boots" from Fund 110 "General Fund" reserve balance for implementation of wildland boot reimbursement. (*Jacobs-Hunter*)

Recommended Action:
Motion: Approving Amendment No. 1 to the Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434, covering the period of July 1, 2014 through June 30, 2019, adopted by Resolution No. 2014-168 on October 14, 2014, amending Section 17:02 to add wildland boot reimbursement for Turlock Fire Department Strike Team "red card" holders only

Resolution: Appropriating $10,500 to 110-30-300.44001_97 "Supplies Wildland Boots" from Fund 110 "General Fund" reserve balance for implementation of wildland boot reimbursement

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

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

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

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

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 25, 2016, unless otherwise specified by the Mayor or a majority of the Council.

11. COUNCIL COMMENTS

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

12. CLOSED SESSION

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

13. ADJOURNMENT

2A

IN HONOR OF
NATIONAL CHILDHOOD CANCER AWARENESS MONTH
SEPTEMBER 2016

WHEREAS, families, caregivers, charities and research groups across the United States observe September as Childhood Cancer Awareness Month; and

WHEREAS, the objective of Childhood Cancer Awareness Month is to put a spotlight on the types of cancer that largely affect children, survivorship issues, and to help raise funds for research and family support; and

WHEREAS, every year, thousands of children across America are diagnosed with cancer, an often life threatening illness; and

WHEREAS, the causes of pediatric cancer are still largely unknown, and though new discoveries are resulting in encouraging treatments, this heartbreaking disease continues to scar families and communities in ways that may never fully heal; and

WHEREAS, thanks to ongoing advances in research and treatment, the 5 year survival rate for all childhood cancers has climbed from less than 50 percent to 80 percent over past decades; and

WHEREAS, this month, we recognize the dedication and hard work of each scientist, health care professional and volunteer who is working to overcome childhood cancer and assist its victims; and

WHEREAS, tonight we affirm our admiration and support for the courageous children and parents who struggle with this terrible disease.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim September 2016 as **"CHILDHOOD CANCER AWARENESS MONTH"** in the City of Turlock and urge all citizens to participate in and encourage efforts to overcome this devastating disease.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 13th day of September, 2016.

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

City Council Synopsis
September 13, 2016

2C

million acts of kindness

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Appointing members to a Temporary (Ad Hoc) Advisory Audit Committee for the 2015-16 Fiscal Year financial audit process

2. DISCUSSION OF ISSUE:

The City's outside financial auditors – Maze and Associates – have advised staff that part of their annual audit process is to communicate certain aspects of the audit process with "those charged with governance". In order to facilitate this communication and to not violate the Brown Act, staff is requesting the establishment of a Temporary (Ad Hoc) Advisory Audit Committee for the 2015-16 Fiscal Year audit process. This proposed committee will be made up of two (2) members of the City Council. Its role will be limited to the 2015-16 Fiscal Year audit process and it will be dissolved once its task is complete.

Typically when the auditors perform testing of the City's financial accounting processes, internal controls, and other aspects of the City's financial accounting system, these tests are performed on a random basis so that each aspect of the system has an equal chance of being tested. This randomness diminishes the likelihood that a preconceived bias (either conscience or unconscious) influences the testing process.

3. BASIS FOR RECOMMENDATION:

Communication with "those charged with governance" is one of the steps the City's external auditors perform during their annual audit of the City's financial systems. One of the end results of the audit is the production of the City's annual financial statements as well as communication to management regarding improvements to be considered for the City's financial systems.

OK for Agenda

Policy Goal and Implementation Plan Initiative:

Policy Goal 2: Fiscal Responsibility

General Principles:
5. Actively manage all contracts for services

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no additional financial impact to the adopted 2016-17 municipal budget from the action requested of Council. The cost of external audit services has already been incorporated into the budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. No alternatives are recommended. The Temporary (Ad Hoc) Advisory Audit Committee will become the vehicle through which the City's external auditors communicate with "those charged with governance" during the annual audit process.

MASTER REPORT

Mayor and City Council Policy Goals & Implementation Plan 2015-19
Adopted September 22, 2015
Tracking & Status Update

Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #1 - Effective Leadership

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
1.1.1	Notable Event Notices	Daily	Ongoing	n/a		All Depts	In progress
1.1.2	Emerging Issues Notices	Weekly	Ongoing	n/a		All Depts	In progress
1.1.3	HIPLINK Notifications	As needed	Ongoing	n/a		All Depts	In progress
1.1.4	Communicate Relevant info	As needed	Ongoing	n/a		All Depts	In progress
1.2.1	Provide Resources for Employee Advancement	Quarterly	Ongoing			Admin Serv	Customer Service Academy Feb-Nov 2016
1.2.2	Track Internal Recruitments	Quarterly	Ongoing	1-Apr-2016		Admin Serv	Qtr End 12/2015 provided at 1/26/16 CC mtg. Compiling Jan-June 2016.
1.2.3	Prepare for Key Vacancies and Retirements during Budget Process	Annually		Ongoing		All Depts	First succession planning mtg was July 2016 with monthly mtgs following.
1.2.4	Fill Fire Chief Vacancy	1-Dec-2015	1-Dec-2015	n/a		Admin Serv	COMPLETED
1.2.5	Complete Recruitment Process within 60-days	1-Apr-2016	In progress	1-Oct-2016		Admin Serv	2015 Recruitment progress reported at 1/26/16 CC mtg. Jan-June 2016 update schedule for Sept/Oct CC Mtg.
1.3.1	Adopt Policy Goals and Implementation Plan	1-Sep-2015	22-Sep-2015	n/a		Council	COMPLETED
1.3.2	Reference Plan in all Agenda Items	Ongoing	Ongoing			All Depts	Reference to Plan is on synopsis staff reports.
1.3.3	Review and update Plan after each Election	After Election		30-Nov-2016		Council	
1.3.4	Staff Meetings to review Plan Progress	Weekly	Ongoing			All Depts	
1.4.1	Foster Community Connections - launch Institute for Local Government (ILG)	30-Sep-2015				Econ Dev	On hold
1.4.2	Coordinate and Support Community Events	Ongoing	Ongoing			All Depts	
1.4.3	Leadership Turlock	1-Sep-2015	n/a			Council	Cancelled by Chamber of Turlock 7/2015.
1.4.4	Mayor's Youth Conference	1-Oct-2016				Council	Scheduled for 10/27/16.
1.4.5	Update Council on new Initiatives that bring Community & Education together	Quarterly	Ongoing			All Depts	OnTrac begins 9/2016, CSU Internship program established w/an annual agreement.

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Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #2 - Fiscal Responsibility

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
2.1.1	Mid-Year Budget Review - Consider More Accurate Revenue & Expenditures	1-Jan-2016		1-Jan-2017		Admin Serv	Planned Feb. 2016
2.1.2	Adopt Balanced Budget FY2017/18 & FY2018/19	1-Jul-2017		1-Jul-2017		Admin Serv	
2.2.1	Contracts - Master Index created & monitored	1-Mar-2016	Ongoing			Admin Serv	Purchased contract module for New World. User training scheduled Augus 23-25, 2016. Anticipate mplementing Sept./Oct. 2016.
2.3.1	Budget Updates - Projections to Actuals Qrtly	1-Dec-2015	1-Jun-2016			Admin Serv	COMPLETED. Adopted 2 year budget FY 15/16 & 16/17
2.3.2	Budget Amendments done timely	Ongoing	Ongoing			Admin Serv	
2.3.3	Report on Amended Budget to final	FYE	1-Jun-2016			Admin Serv	COMPLETED. Adopted 2 year budget FY 15/16 & 16/17.
2.4.1	Grant Status Update -Grants Pursued	Quarterly		1-Dec-2015		All Depts	
2.5.1	Adequately Fund CIP During Budget	1-Jul-2017	1-Mar-2016	1-Jul-2018		Dev Serv	Update process started Jan 2016.
2.6.1	Sewer & Water Rate Adequacy Report	1-Oct-2016		1-Oct-2016		Muni Serv	Consultant Hired 8/16.
2.6.2	Water Rate Discussion	1-Nov-2015		n/a		Muni Serv	see 2.6.1 & 4.1.1
2.7.1	User Friendly Financial Data -Identify Users & Users Needs	1-Jan-2016	Ongoing	n/a		Admin Serv	Identifying low cost approach.
2.7.2	Identify Methods Making Financial Data More Accesible w/o Financial Burden	Ongoing	Ongoing			Admin Serv	Identifying low cost approach.
2.7.3	New Website - Showcase Financial Data from 2-year Budget	1-Jan-2016	Ongoing			Admin Serv	New Website went live 2/2016. Still adding financila data.

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Completed
Stopped or No
On schedule
Behind schedule

CITY OF TURLOCK INC. 1908

Policy Goal #3 - Public Safety

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
3.1.1	Implement Three-Phase Staffing Plan	1-Jul-2018		FY 17/18		Police	Funding not allocated in FY16/17.
3.1.2	Achieve 1.5 officers per thousand ratio	1-Jul-2019		1-Jul-2017		Police	Need 27 additional allocated positions. No additional positions funded in FY16/17.
3.1.3	Discuss Permanent Ladder Truck Staffing	1-Jan-2016		1-Jan-2017		Fire	Applied for SAFER Grant. Currently working on secondary options.
3.1.4	Station 5 feasibility Study & Staffing Plan	see notes				Fire	Complete when Morgan Ranch Master Plan is at 50% build out.
3.1.5	Fill 3 vacancies at Station 3	1-Jan-2016	1-Apr-2016			Fire	COMPLETED. 3 new FF hired April 2016.
3.1.6	Review the Operations Chief Position	1-Mar-2016	1-Apr-2016			Fire	COMPLETED. Position filled June 1, 2016.
3.1.7	Develop Partnerships w/Medical Service Providers	1-Jan-2017		Ongoing		Fire	Working with AMR/EMC.
3.1.8	Implement Community Facilities Dist No. 3	1-Jul-2016				Dev Serv	Working with Fire on staffing projections. Consultant to review CFD #2 for adequacy. If inadequate, consultant will develop CFD #3 for council consideration.
3.2.1	Part One Crimes - Reduce by 5% over life of Plan	1-Jan-2019		1-Jan-2017		Police	2014 - 41.59 & 2015- 44.10
3.2.2	Response Time - 5 minute Priority One Calls	1-Jan-2019				Police	2014 - 7.36 & 2015 - 7.23
3.2.3	Provide operational report to Council each 24-hr	1-Jul-2016	Ongoing	Daily		Police	Providing 24-hr report to Council.
3.2.4	Hire Analyst - provide monthly crime stat report	1-Jul-2016	1-Dec-2015			Police	COMPLETED
3.2.5	Fire Prevention Efforts in Dept's Annual Report	Annually		1-Feb-2017		Fire	On schedule
3.2.6	Neighborhood Services Activity Report every 24 hr	Ongoing		Daily		Fire	Included in BC daily report.
3.2.7	Neighborhood Services Stats in Dept Annual Report	Annually		1-Feb-2017		Fire	On schedule
3.2.8	Emergency Medical Actvities Report every 24-hr	Ongoing	Ongoing	Daily		Fire	Inlcuded in BC daily report.

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Completed
Stopped or No
On schedule
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Policy Goal #3 - Public Safety *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
3.2.9	Emergency Medical Stats in Dept Annual Report	Annually		1-Feb-2017		Fire	On schedule
3.3.1	Public Safety Training Grounds - Funding Strategies	1-Jul-2016		1-Jul-2017		Fire	Identifiying funding strategies through CFF/Ops Budget.
3.3.2	Training Burn Bldg - Repair or Replace	1-Apr-2016		1-Jan-2017		Fire	Demolition completed 8/16. New container design in progress.
3.3.3	CAD & RMS - identify replacement or upgrade	1-Jan-2017		1-Jan-2017		Police	Committee continues to work toward recommendation.
3.3.4	Body-worn camera system - identify system	1-Jan-2017		1-Jan-2017		Police	Preparing for field testing.
3.3.5	Replacement radio system - identify system	1-Jan-2018		1-Feb-2017		Police	Progress Update in 2/2017 to Council.
3.4.1	Identify partnerships w/medical service providers	1-Jul-2016				Fire	Partnerships in place with AMR and EMC to cover reimbursement of various costs.
3.4.2	Healthcare Delivery Plan - develop	1-Jan-2017				Fire	

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Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #4 - Municipal Infrastructure

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.1.1	Regional Drinking Water Project - develop cost estimates and rate analysis	1-Nov-2015	1-Apr-2016	1-Oct-2016		Muni Serv	SRWA hired West Yose Assoc. as Program Mgr to advance.
4.1.2	Exceed Water Conservation Standards (State/Federal)	1-Nov-2015	15-Nov-2016	16-Dec-2016		Muni Serv	Turlock met 25% standard but fell short of local standard established by State of California. Turlock adopted a 20% conservation standard with the revised new regulations adopted by State on May 18, 2016. Turlock failed to meet standard in June 2016 but exceeded standard in July 2016.
4.1.3	Report - outline of the short-term capacity and water quality improvements needed to meet or exceed State Standards prior to the devlopment of surface water supply	1-Jul-2016	9-Aug-2016	4-Jul-1902		Muni Serv	Consultant report 8/9/16. Follow up RFPs for water-related capital improvements 9/2016.
4.2.1	Report - develop surface water supply, increase use of non-potable , reclaimed and recycled water and maximize conservation to allow for recovery of the aquifer	1-Dec-2016	1-Apr-2016			Muni Serv	Programs in place and progressing towards completion.
4.2.2	Form Groundwater Sustainability Agency with regional partners	1-Dec-2016	Ongoing	Ongoing		Muni Serv	Ongoing negotiation with regional partners through TGBA regarding participation in GSA or GSAs. Negotations will stretch into 2017 but will be completed before the state deadline of 6/2017
4.2.3	Complete a Groundwater Mgmt Plan with regional partners	1-Jan-2020				Muni Serv	Follows GSA. See 4.2.2
4.3.1	Explore options to use recycled water on medians, public spaces, etc.	1-Jan-2016	1-Jul-2017			Muni Serv & Parks Rec	COMPLETED - Public recycled water fill station

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Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #4 - Municipal Infrastructure *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.3.2	Develop a plan to increase water reclamation and develop additional water resources to expand volume of recycled water available for beneficial reuse	1-Dec-2017				Muni Serv	Scheduled for 2017
4.3.3	Complete construction of the North Valley Regional Recycled Water Project (NVRRWP)	1-Jul-2019				Muni Serv	Final institutional agreement approved 8/9/16. Awaiting water rights & financing before proceeding with design
4.3.4	Remove all wastewater discharges from San Joaquin River	1-Dec-2019				Muni Serv	See 4.3.3
4.3.5	Provide recycled water to TID consistent with the City's commitment to the Regional Surface Water Supply Project	1-Dec-2020				Muni Serv	TID and its consultant working with City and Regional Water Quality Control Board on regulatory approval.
4.4.1	Complete design of Clarifier No. 5 -Wastewater Treatment	1-Sep-2016				Muni Serv & DSD	Project under design. 40% design comlete. 100% design projected 12/2016.
4.4.2	Adopt Master Plan for WWTF including EIR	1-Jan-2017				Muni Serv	COMPLETED- Master Plan completed, no EIR necessary.
4.5.1	Adopt Master Plan for Storm Drain and Sewer Master Plans including EIR	1-Jan-2017	22-Mar-2016			Dev Serv	COMPLETED - Master Plan adopted 3/22/16 with fees adopted 4/12/16
4.5.2	Implement all of Phase II MS4 Storm Water Regulations City-wide	1-Dec-2018				Muni Serv	On track
4.6.1	Provide a roadway conditions report with local funding strategies to City Council	1-Jan-2016	26-Jan-2016			Dev Serv	COMPLETED
4.7.1	Fulkerth Interchange shovel ready w/funding	1-Jan-2016	Jan 2016			Dev Serv	Initial strategy shows a $3m funding gap. Continue identify additonal funding. Plans 90% complete. 4 right of way acq remain
4.8.1	Traffic Calming Program present for adoption	1-Nov-2015	8-Dec-2015			Dev Serv	COMPLETED

Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #4 - Municipal Infrastructure *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.9.1	Multi Dept software RFP for maintenance records	1-Jan-2016				Multi	Contract awarded
4.9.2	ADA Transition Plan - enter needs into planned maintenance component to track progress	1-May-2016	1-Mar-2016	Annually		Dev Serv	Same as 4.23.1 below
4.9.3	Add in regular & scheduled maintenance into software program to ensure all maintenance is included in the annual work plan	1-May-2016		1-Dec-2016		Multi	Contract awarded. Project underway. Completion estimated for 12/16
4.10.1	Issue RFP to identify consultant to prepare Recreation Feasibility Study	1-Sep-2015	9-Feb-2016			Recreation	COMPLETED
4.10.2	Hold public meetings to identify recreation needs in coordination with Recreation Feasibility Study	1-Nov-2015	16-Mar-2016			Recreation	COMPLETED - 4 Public meetings have been held to date
4.10.3	After completion of Recreation Feasibility Study - work w/public & private partnerships to develop opportunities and needs identified in study	1-Jul-2016		27-Sep-2016		Recreation	Request to Council to extend contract to reissue the survey and solicit additional community input
4.11.1	Sidewalk & Street Tree Ordinance - Ad Hoc Committee meet and review. Consideration will be given to require sidewalk & tree inspection prior to property transfer	1-Nov-2015	1-Jul-2016			Ad Hoc Comm	COMPLETED - Staff continue to do cummunity education
4.11.2	City Council will take action to either reaffirm both Ordinances or update existing Ordinance language	1-Jan-2016	12-Jan-2016			Ad Hoc Comm	COMPLETED- Staff continue to do cummunity education
4.12.1	Crack sealing pilot project- design, bid, award and construct and report back to Council	1-Jun-2016		27-Sep-2016		Dev Serv	Project converted to slurry seal, is currently out to bid. Bids to open 8/25/16 with award 9/27/16
4.13.1	W. Main Street Downtown Entrance Corridor Project - Beautify and improve through RSTP or other identified funding	Spring 2016				Dev Serv	Initial public mtg held Jan 2016. Second mtg held March 2016. Received very differing opinions from the two mtgs. Plan to have a third and final public mtg

Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #4 - Municipal Infrastructure *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.13.1.1	Phase I Entrance Corridor Project - plan improvement and apply for funding thru StanCOG	1-Apr-2016	1-Apr-2016			Dev Serv	Funding has been identified for FY2018/19 and FY2019/20
4.13.1.2	Phase II Entrance Corridor Project- construct over 2 or more StanCOG funding cycles	FY 2018/19 FY 2019/20				Dev Serv	Funding has been identified for FY2018/19 and FY2019/20
4.14.1	Airport Layout Plan (ALP) - complete & update	1-Dec-2015	In progress	16-Dec-2016		Parks/Rec	In process. Complete 12/16
4.14.2	Airport Obstruction Survey - complete	1-Feb-2016		16-Dec-2016		Parks/Rec	In process. Complete 12/16
	Runway Widening Design Only Project	16-Dec-2016				Parks/Rec	Grant Submitted
	Runway Widening Desig Only Project - Grant Award					Parks/Rec	Completed - Grant warded 8/16
4.15.1	Runway Widening Project - Phase 1	see below		Spring 2018		Parks/Rec	Delayed until Spring of 2018 - FAA determined environmental information was necessary, therefore missing grant deadline for construction project. City is applying for a design only grant in order to provide FAA with an updated design plan for project.
4.15.1.1	Runway Widening Proj. Ph 1-proj bid schedule	1-Mar-2016		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.15.1.2	Runway Widening Proj. Ph 1- FAA funds recvd	1-Apr-2016		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.15.1.3	Runway Widening Proj. Ph 1- contract awarded	1-May-2015		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.15.1.4	Runway Widening Proj. Ph 1- construct complete	1-Dec-2016		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.15.2	Runway Widening Project - Phase 2	see below		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.15.2.1	Runway Widening Proj. Ph 2-proj bid schedule	1-Mar-2017		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.15.2.2	Runway Widening Proj. Ph 2- FAA funds recvd	1-Apr-2017		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.15.2.3	Runway Widening Proj. Ph 2- contract awarded	1-May-2017		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.15.2.4	Runway Widening Proj. Ph 2- construction completed	1-Dec-2017		Spring 2018		Parks/Rec	Delayed until Spring of 2018
4.16.1	TRAA inc revenue by leasing land for grazing	1-Sep-2015	15-Sep-2016			Parks/Rec	COMPLETED -Mullinex Sheep
4.16.2	TRAA - develop new hangar construction policy	1-Nov-2015		1-Dec-2016		Parks/Rec	In process
4.16.3	TRAA - inc rev by leasing land for trailer storage	1-Jan-2016	Ongoing			Parks/Rec	

Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #4 - Municipal Infrastructure *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.17.1	TRSC - issue RFP lighting for softball fields	1-Feb-2016		16-Sep-2016		Parks/Rec	Engineering is in the process of setting up a professional services contract for enviromental impact study
4.17.2	TRSC - study for lighting softball fields completed	1-Jun-2016		17-Jan-2016		Parks/Rec	Upon signed contract, community meetings will be scheduled
4.18.1	Pedretti Park lighting Proj - accumulate reserves	1-Sep-2017				Parks/Rec	
4.19.1	Montana Park - Complete Phase 1 construction	1-Jun-2016				Parks	Hardscape completed. Next step, TID tie in power for booster pump, landscaping to begin after.
4.20.1	Brandon Koch Memorial Skate Park - relocate to Donnelly Park	see below				Parks/Rec	COMPLETED
4.20.1.1	Brandon Koch Memorial Skate Park - relocate to Donnelly Park - accept construction bid	1-Sep-2015	8-Sep-2015			Parks/Rec	COMPLETED
4.20.1.2	Brandon Koch Memorial Skate Park - relocate to Donnelly Park - relocation completed	1-Mar-2016	16-Aug-2016	24-Sep-2016		Parks/Rec	Completed - Soft Opening 8/16/16. Grand Opening 9/24/16
4.21.1	Christofersen - Median Turf Replacement Project	see below				Parks/Rec	COMPLETED
4.21.1.1	Secure $150K grant funding - Christoffersen Parkway Median	1-Jun-2015				Parks/Rec	COMPLETED
4.21.1.2	Gap funding identified - Christoffersen Parkway Median	1-Nov-2015				Parks/Rec	Project scope moved to Christoffersen due to unable to secure gap funding
4.21.1.3	RFP / bid completed - Christoffersen Parkway Median	1-Feb-2016				Parks/Rec	COMPLETED
4.21.1.4	project completed - Christoffersen Parkway Median	1-Jun-2016				Parks/Rec	COMPLETED
4.22.1	GIS Base Map - update utilizing record documents	see below				Dev Serv	In progress
4.22.1.1	Provide scope of work, potential costs, funding options, to Council	1-Oct-2015	27-Oct-2015			Dev Serv	COMPLETED
4.22.1.2	Improve the GIS Base Map	1-Jan-2018				Dev Serv	On schedule
4.22.1.3	Overlay GPS data points for City infrastructure onto GIS Base Map	1-Jan-2019				Dev Serv	On schedule

Policy Goal #4 - Municipal Infrastructure *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.23.1	ADA Transitional Plan - update plan, provide Council with annual report listing all improvements completed over past year	1-Jan-2016				Dev Serv	On schedule

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Policy Goal #5 - Economic Development

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
5.1.1	Visit large sales tax generators annually - provide data and trends report to Council	1-Feb-2016				Econ Dev	6 Visits Completed; Additional site visits scheduled for November 2016
5.1.2	Commercial District outreach & education - Public Safety will include outreach data in Annual Report	Annually		1-Feb-2017		Fire	On schedule
5.1.3	Conduct 10 annual retention visits to base sector employers, report outcomes to Council	1-Feb-2016				Econ Dev	6 Visits Completed
5.1.4	Monitor commercial vacancy rates, report to Council	1-Feb-2016	1-Mar-2016			Econ Dev	COMPLETED
5.2.1	Issue RFP to create Community Marketing Plan	1-Feb-2016		13-Sep-2016		Econ Dev	to Council on 9/13
5.2.2	Launch new City website	1-Jan-2016	2-Feb-2016			IT	COMPLETED
5.3.1	Participate w/TDPOA, Farmer's Market, & TCC	Monthly	Ongoing			Ec Dev & Parks/Rec	Ongoing
5.3.2	Create growth of Transit Occupancy Tax(TOT)	Ongoing	Ongoing			Econ Dev	Hampton Inn opening will create a 20% increase in TOT
5.3.3	Report on growth & revenue to City Council	1-Feb-2016	March 2016	March 2017		Econ Dev/Finance	COMPLETED
5.3.4	Meet w/CSUS & TUSD(educational partners)	Quarterly				Econ Dev	8/31 Scheduled Mtg.
5.3.5	Maintain relationship w/CSUS - Town & Gown, Warrior Wednesday & other special events	Ongoing	Ongoing	Monthly		Ec Dev & Parks/Rec	4th of July Event, Town & Gown Mo. Mtgs., Warrior Wednesday Mo. Mtgs
5.3.6	Identify City sponsored events & assign budget	1-Oct-2015				Parks, Rec	4th of July Fireworks
5.3.7	Create a public/private working group to explore and support new business initiatives	1-Jan-2016				Econ Dev	Pending until completion of Econ Dev. Update. RFP to be issued 9/15/16.
5.4.1	Establish a special event permit committee	1-Sep-2015				Parks, Rec	COMPLETED
5.4.2	Complete review of other agencies documents and processes	1-Dec-2015				Dev Serv	COMPLETED
5.4.3	Implement and updated process	1-Feb-2016	10-May-2016			Dev Serv	COMPLETED

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On schedule
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Policy Goal #6 - Intelligent, Planned, Managed Growth

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.1.1	Prepare and adopt an update to the Housing Element of the General Plan	see below	see below			Dev Serv	COMPLETED
6.1.1.1	Complete draft Housing Element	1-Oct-2015	19-Aug-2015			Dev Serv	COMPLETED
6.1.1.2	Submit draft Housing Element to City Council for adoption, and submit the adopted Housing Element to the State Housing and Community Development Dept. for review	1-Jan-2016	27-Oct-2015			Dev Serv	COMPLETED
6.1.1.3	Respond to comments from State Housing and Community Dev Dept. and submit any revisions to Planning Commisison and City Council	1-Jun-2016	12-Apr-2016			Dev Serv	Housing Element Certified by HCD 4/25/16
6.2.1	Prepare and update the Northwest Triangle Specific Plan (NWTSP)	see below	see below			Dev Serv	On Schedule
6.2.1.1	Convene property owners to identify funding strategy to pay for plan update	1-Dec-2015	23-Oct-2015			Dev Serv	COMPLETED
6.2.1.2	Present funding strategy to City Council	1-Mar-2016	8-Dec-2015			Dev Serv	COMPLETED
6.2.1.3	Prepare specific plan update and environmental documentation	1-Sep-2016				Dev Serv	On Schedule - Draft document in process
6.2.1.4	Complete specific plan process present to Planning Commission & City Council	1-Mar-2017				Dev Serv	On Schedule
6.3.1	Prepare infill master plan for Montana-West area	see below	see below			Dev Serv	On hold, per City Council direction
6.3.1.1	Work with Housing Program Services Div to identify funding sources to prepare the Montana-West Master Plan	1-Mar-2016	26-Jan-2016	1-Mar-2017		Dev Serv	On hold per City Council direction. No funding identified. Review again in 12 months
6.3.1.2	Prepare RFP for consideration by City Council, dependent upon funding	1-Jul-2016		1-Jan-2017		Dev Serv	No funding identified. Review in 12 months
6.3.1.3	Prepare Montana-West Master Plan including public outreach and environ doc	1-Jul-2017		1-Jul-2018		Dev Serv	No funding identified. Review in 12 months
6.3.1.4	Present draft plan for adoption to Planning Com & City Council	Fall 2017		Fall 2018		Dev Serv	No funding identified. Review in 12 months
6.4.1	Update Downtown Plan - apply for avail grants to update plan, discuss funding options to update plan	1-Dec-2015	27-Oct-2015	1-Dec-2017		Dev Serv	On hold per City Council direction. Return no later than 2 years

Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #6 - Intelligent, Planned, Managed Growth *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.5.1	Prepare South County Corridor Feasibility Study in conjunction w/StanCOG, Stanislaus County, Cities of Patterson & Newman	See below	See below			Dev Serv	COMPLETED
6.5.1.1	Conduct public meeting re: preferred routes	1-Sep-2015	1-Sep-2015			Dev Serv	COMPLETED
6.5.1.2	Technical Committee to select preferred route for environmental review	1-Oct-2015	29-Sep-2015			Dev Serv	COMPLETED
6.5.1.3	Prepare South County Corridor Feasibility Study	1-Mar-2016	18-May-2016			Dev Serv	COMPLETED - Plan was presented by StanCOG consultant Ty Lin on 3/22/16. Adopted by StanCOG Policy Board on 5/18/16
6.5.1.4	Submit recommendations on preferred corridor to City Council for adoption	1-Jul-2016	Not required			Dev Serv	COMPLETED - StanCOG stated individual Agency approval not required. Adopted by StanCOG on May 18, 2016
6.6.1	Prepare Active Transportation Plan for adoption	1-Sep-2015	22-Sep-2015			Dev Serv	COMPLETED
6.7.1	Conduct annual review of the Capital Facility Fee Program and update	Annually in November	10-Oct-2015	1-Nov-2016		Dev Serv	On Schedule
6.7.2	Conduct five (5) year review of the Capital Facility Fee Program and update	1-Nov-2018				Dev Serv	On Schedule
6.8.1	Review and update Zoning Ordinance (as necessary)	see below	see below			Dev Serv	Status is mixed depending on subject matter
6.8.1.1	Develop traditional neighborhood/graduated density ordinance for the West Turlock area to facilitate growth & development	1-Mar-2017		1-Sep-2017		Dev Serv	Project delayed due to lack of staff resources. Est. completion 9/2017
6.8.1.2	Hold joint mtg with City Council & Planning Com to review outline of potential changes to Sign Ord	1-Jan-2016				Dev Serv	COMPLETED
6.8.1.3	Complete an update to Sign Ordinance for Council	1-Oct-2016		1-Jan-2017		Dev Serv	Working on draft ordinance, scheduled for Oct 2016 Planning Commission, scheduled for Council review Jan 2016

Policy Goal #6 - Intelligent, Planned, Managed Growth *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.8.1.4	Complete an update to Noise Ordinance for Council	1-Oct-2016		1-Oct-2017		Dev Serv	Planning Commission recommed Council approval on 8/4/16. Schedule for Council approval Oct 2017. Under review with City Clerk and City Attorney
6.9.1	Prepare an update to the Parks Master Plan and Fee Program	See below	See below			Dev Serv	PFPR is working on a Sports & Recreation Prioritization and Feasibility Study. Staff recommends delay of Parks Master plan for 12 months to incorporate findings. Revised deadline is July 2017.
6.9.1.1	Secure the assistance of a consultant to prepare a fee nexus study	1-Dec-2015	14-Oct-2015	1-Jul-2017		Dev Serv	Completed but delay (above) will require extension of existing contract.
6.9.1.2	Update the Parks Master Plan (in-house)	1-Jul-2016		1-Jul-2017		Dev Serv	See above
6.9.1.3	Complete the public and the environmental review processes and makes revisions	1-Nov-2016		1-Nov-2017		Dev Serv	See above
6.9.1.4	Present the Parks Master Plan and Fee Program to the Planning Com and City Council for adoption	Fall 2016-Winter 2017		1-Nov-2018		Dev Serv	See above
6.9.10.1	Work w/ TUSD identify strtaegy for new elementary school for Morgan Ranch Master Plan area	dependent on submittal date of maps				Dev Serv	No activity in Morgan Ranch at this time
6.11.1	Prepare Downtown Parking Plan	see below	9-Aug-2016			Dev Serv	COMPLETED
6.11.1.1	Prepare RFP for preparation of parking plan	1-Sep-2015	22-Sep-2015			Dev Serv	COMPLETED
6.11.1.2	Select consultant to prepare parking plan	1-Dec-2015	8-Dec-2015			Dev Serv	COMPLETED
6.11.1.3	Complete the study - Downtown Parking Plan	Summer 2016	9-Aug-2016			Dev Serv	Completed, presented to City Council 8/9/16
6.11.1.4	Submit study/plan to City Council	Summer 2016	9-Aug-2016			Dev Serv	COMPLETED
6.11.1.5	Construct a surface parking lot at 129 S. Broadway	Summer 2016		27-Sep-2016		Dev Serv	Out to bid, bids open August 31st with award scheduled for 9/27/16

Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #6 - Intelligent, Planned, Managed Growth *(continued)*

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.12.1	Acquire plan checking software	See below				Dev Serv	See below
6.12.1.1	Prepare RFP for plan checking software	1-Oct-2015	15-Oct-2015			Dev Serv	COMPLETED
6.12.1.2	Consultant selection to City Council	1-Feb-2016				Dev Serv	Due to sale of New World, had to slow process to research new company and its plan checking software package. Now moving to a two phase approach, buying a plan review software and equipment in phase 1 and portal software in phase 2. Phase 1 purchases are about to begin.
6.12.1.3	Implement new plan checking software inc training	1-Jul-2016				Dev Serv	Due to sale of New World, had to slow process to research new company and its plan checking software package. Now moving to a two phase approach, buying a plan review software and equipment in phase 1 and portal software in phase 2. Phase 1 purchases are about to begin.
6.13.1	Develop standard plans and guidance docs	see below	see below			Dev Serv	
6.13.1.1	Develop standard plans for MS4 Erosion & Sediment Control	Jan. 2016	22-Dec-2015			Dev Serv	COMPLETED
6.13.1.2	Prepare info guides on the new Model Water Efficient	Jan. 2016	22-Dec-2015			Dev Serv	COMPLETED
6.13.1.3	Prepare revision to Zoning Ordinance to comply with the MS4 and the Model Water Efficient Landscape Ordinance requirements	Oct. 2016		1-Oct-2016		Dev Serv	Planning Commission recommended Council approval on 8/4/16. Currently scheduled for Council approval in October. Under review with City Clerk and City Attorney.

MASTER REPORT

Mayor and City Council Policy Goals & Implementation Plan 2015-19
Adopted September 22, 2015
Tracking & Status Update

Completed
Stopped or No
On schedule
Behind schedule

Policy Goal #7 - Quality Community Programs

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
7.1.1	Implement Recreation software program update	see below				Recreation	
7.1.1.1	Complete survey of possible software solutions	Sept. 2015				Recreation	COMPLETED
7.1.1.2	Issue RFP to identify recreation software programs	1-Dec-2015		13-Sep-2016		Recreation	RFP to Council 9/13/16
7.1.1.3	Implement new recreation software program	1-Apr-2016		15-Nov-2016		Recreation	Award contract at 11/15/16 Council mtg.
7.2.1	Provide down pymt assistance to 10-15 families	Annually				Housing	11 families to date
7.2.2	Provide housing rehab loans or grants to 10 seniors and low-income families	Annually				Housing	4 familes to date
7.3.1	Collaborate to develop 12 emergency, transitional, and permanent supported units	Annually	Ongoing			Housing	6 beds of transitional housing have been created w/ Haven project.
7.4.1	Develop Ph II of Avena Bella w/60 units	Subject to RPTTF funds	1-Jan-2017			Housing	Refunding of 1998, 2006 & 2011 RDA Bonds will create saving in RPTTF to assist in funding Avena Bella Phase 2.
7.4.1.1	Complete Application for tax credit financing	1-Jul-2016	1-Jun-2016			Housing	Notification of funding will be Sept. 2016
7.4.1.2	Begin construction of Avena Bella Ph II	1-Feb-2017				Housing	EAA is currently updating construction drawings.
7.4.2	Development of transit oriented housing	1-Jun-2018				Housing	

Completed
Stopped - No Progress
On schedule
Behind schedule

4C.1

AMY BUBLAK FOR CITY COUNCIL DISTRICT 4 2016

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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

4C2

JUL 12 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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46

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

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

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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 08/11/16 IN THE AMOUNT OF $458,778.81; MONTHLY DEMANDS OF 05/31/16 IN THE AMOUNT OF $1,216,802.12	**RESOLUTION NO. 2016-**

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	**In the Amount of:**
08/11/16	$458,778.81
05/31/16	$1,216,802.12

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

OK for Agenda

City of Turlock

Payment Register

From Payment Date: 8/5/2016 - To Payment Date: 8/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
108149	08/05/2016	Open			Accounts Payable	FARIA, JAMIE	$142.00		
	Invoice		Date	Description			Amount		
	7/31/16 Payroll		08/05/2016	7/31/16 Payroll -Withholding			$142.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$142.00		
108150	08/05/2016	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13		
	Invoice		Date	Description			Amount		
	7/31/16 Payroll		08/05/2016	7/31/16 Payroll - Withholding			$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$439.13		
108151	08/10/2016	Open			Utility Management Refund	AMIRFAR, ISABEL	$87.58		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		682837-001	MOVE-OUT CREDIT	08/10/2016	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$87.58		
108152	08/10/2016	Open			Utility Management Refund	CH-SOLIDARITY FELLOWSHIP	$206.40		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		489816-001	MOVE-OUT CREDIT	08/10/2016	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$206.40		
108153	08/10/2016	Open			Utility Management Refund	CUNHA, MANUEL	$328.26		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		699349-005	MOVE-OUT CREDIT	08/10/2016	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$328.26		
108154	08/10/2016	Open			Utility Management Refund	CURRY, MARSHA	$118.97		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		143707-002	MOVE-OUT CREDIT	08/10/2016	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$118.97		
108155	08/10/2016	Open			Utility Management	FITZPATRICK HOMES	$30.59		

5A-

Payment Register

From Payment Date: 8/5/2016 - To Payment Date: 8/11/2016

				Refund			
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	000650-001	MOVE-OUT CREDIT	08/10/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$30.59	
108156	08/10/2016	Open		Utility Management Refund	FITZPATRICK HOMES		$59.56
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	000628-001	MOVE-OUT	08/10/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$59.56	
108157	08/10/2016	Open		Utility Management Refund	GRIGGS, JOANI		$248.58
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	842540-006	MOVE-OUT CREDIT	08/10/2016	Refund		
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$4.57	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$7.16	
	420 - WATER		420.11000 (Cash)			$236.85	
108158	08/10/2016	Open		Utility Management Refund	GUZMAN, NORAELDA		$63.57
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	231991-005	MOVE-OUT CREDIT	08/10/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$63.57	
108159	08/10/2016	Open		Utility Management Refund	HURTADO, ELIA, CERVERA		$78.33
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered	239976-006	MOVE-OUT CREDIT	08/10/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$78.33	
108160	08/10/2016	Open		Utility Management Refund	LANDLORD PROPERTY MANAGEMENT		$107.82
	Account Type	Account Number	Description	Transaction Date	Transaction Type		
	Commercial Metered	914932-006		08/10/2016	Refund		
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$107.82	
108161	08/10/2016	Open		Utility Management Refund	MEHTA, BHAVESH		$119.39
	Account Type	Account Number	Description	Transaction Date	Transaction Type		

Single Family Res Metered	239445-003	MOVE-OUT CREDIT	08/10/2016	Refund	
Paying Fund		Cash Account			Amount
420 - WATER		420.11000 (Cash)			$119.39

108162 08/10/2016 Open — Utility Management Refund — MITCHELL, BRITTANY — $176.81

Account Type	Account Number	Description	Transaction Date	Transaction Type	
Single Family Res Metered	190950-004	MOVE-OUT CREDIT	08/10/2016	Refund	
Paying Fund		Cash Account			Amount
420 - WATER		420.11000 (Cash)			$176.81

108163 08/10/2016 Open — Utility Management Refund — RICHEY, PATRICIA — $146.44

Account Type	Account Number	Description	Transaction Date	Transaction Type	
Single Family Res Metered	190187-002	MOVE-OUT CREDIT	08/10/2016	Refund	
Paying Fund		Cash Account			Amount
420 - WATER		420.11000 (Cash)			$146.44

108164 08/10/2016 Open — Utility Management Refund — VAZQUEZ, CONNIE — $116.93

Account Type	Account Number	Description	Transaction Date	Transaction Type	
Single Family Res Metered	164992-003	MOVE-OUT CREDIT	08/10/2016	Refund	
Paying Fund		Cash Account			Amount
420 - WATER		420.11000 (Cash)			$116.93

108165 08/10/2016 Open — Utility Management Refund — WILKINSON, AMELIA — $16.80

Account Type	Account Number	Description	Transaction Date	Transaction Type	
Single Family Res Metered	515671-010	MOVE-OUT CREDIT	08/10/2016	Refund	
Paying Fund		Cash Account			Amount
420 - WATER		420.11000 (Cash)			$16.80

108166 08/11/2016 Open — Accounts Payable — A & A PORTABLES INC — $596.63

Invoice	Date	Description	Amount
1-658584	08/08/2016	PORTABLE FOR ASSESSMENTS	$79.76
1-657422	08/08/2016	PORTABLE FOR PEDRETTI	$516.87

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

108167 08/11/2016 Open — Accounts Payable — AIRGAS NCN — $1,343.93

Invoice	Date	Description	Amount
9045265715	06/30/2016	RESPIRATOR, TANK, HOSES, COUPLINGS & CASE	$171.62
9045779253	06/30/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS	$228.17

9934188592	06/30/2016	RENT CYL MED LARGE AIR		$29.63
9935395920	06/30/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS		$31.25
9936127539	06/30/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS		$31.65
9051431771	06/30/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS		$56.40
9936839556	06/30/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS		$32.50
9052193770	06/30/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS		$187.49
9937563336	06/30/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS		$805.15
9937563335	06/30/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS		$31.65
9600338540	06/30/2016	CREDIT MEMO CPLNG KT HSN SS M/F		($261.58)
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,343.93

108168 08/11/2016 Open Accounts Payable ASBURY ENVIRONMENTAL SERVICES $257.12

Invoice	Date	Description	Amount
1500-00065277	08/08/2016	DOT DRUM SET UP & DELIVERY	$257.12
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$257.12

108169 08/11/2016 Open Accounts Payable AT&T / CALNET 3 $5,954.15

Invoice	Date	Description	Amount
000008339875	08/03/2016	BAN #9391053962 (FY1617)	$1,881.29
00008339875	08/08/2016	BAN #9391053962 (FY15/16-3 billing periods due to conversion)	$4,072.86
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$5,954.15

108170 08/11/2016 Open Accounts Payable AT&T / CALNET 3 $1,451.79

Invoice	Date	Description	Amount
000007341841	08/08/2016	BAN #9391034847 / City-Wide System 2096682612957(Oct-Nov 2015)	$989.29
000007418929	08/08/2016	BAN #9391034847 / City-Wide System 2096682612957 (Nov-Dec 2015)	$462.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$592.26
255 - CDBG		255.11000 (Cash)	$95.29
405 - Building		405.11000 (Cash)	$108.01
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$310.23
420 - WATER		420.11000 (Cash)	$310.24
501 - Information Technology		501.11000 (Cash)	$3.84
502 - Engineering		502.11000 (Cash)	$31.92

Payment Register

From Payment Date: 8/5/2016 - To Payment Date: 8/11/2016

108171	08/11/2016	Open	Accounts Payable	AT&T/SBC	$69.72

Invoice	Date	Description	Amount
8/01/16-RelayTDD	08/03/2016	Acct# 248 134-2929 655 9/ California Relay Srvc TDD	$4.53
8/01/16 - Fire	08/03/2016	Acct# 233 841-5391 333 1/ Fire Dept	$65.19
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$69.72

108172	08/11/2016	Open	Accounts Payable	BONANDER TRUCKS	$567.65

Invoice	Date	Description	Amount
173633	06/30/2016	BLT08-1034 STEAM CLEAN ENGINE, CHECK OIL LEAK	$567.65
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	$567.65

108173	08/11/2016	Open	Accounts Payable	CARNEGIE ARTS CENTER FOUNDATION	$8.00

Invoice	Date	Description	Amount
8/1/15-8/1/16	08/10/2016	Interest on Cash Performance Security (8/1/15-8/1/16)	$8.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$8.00

108174	08/11/2016	Open	Accounts Payable	CENTRAL SANITARY SUPPLY	$1,116.96

Invoice	Date	Description	Amount
716144	08/03/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$231.18
717954	08/03/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$50.15
720073	08/03/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$400.82
722043	08/03/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$390.47
722055	08/03/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$44.34
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,116.96

108175	08/11/2016	Open	Accounts Payable	CHAMPION INDUSTRIAL	$1,986.66

Invoice	Date	Description	Amount
51928	06/30/2016	REPLACE COMPRESSOR AT MARTY YERBY	$1,773.61
51844	08/11/2016	SAN JOAQUIN CTY BLDG - NO A/C IN OFFICE	$213.05
Paying Fund		Cash Account	Amount
301 - Capital Improvements		301.11000 (Cash)	$1,773.61
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$213.05

108176	08/11/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS	$120.75

Invoice	Date	Description	Amount
0000051 - 8/1/16	08/03/2016	8203 13 680 0000051 / City Hall (TV service)	$120.75
Paying Fund		Cash Account	Amount

110 - General Fund	110.11000 (Cash)	$77.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$21.53
420 - WATER	420.11000 (Cash)	$21.54

108177 08/11/2016 Open Accounts Payable CINCINNATI LIFE INS INC $723.12

Invoice	Date	Description	Amount
CINN LIFE - AUG	08/11/2016	CINN LIFE - AUG 2016 PREMIUMS	$723.12

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

108178 08/11/2016 Open Accounts Payable CLARK PEST CONTROL INC $3,461.00

Invoice	Date	Description	Amount
18587680	06/30/2016	GOLDEN STATE 21.34 AC JUNE 2016	$469.00
18587683	06/30/2016	GOLDEN STATE 14 AC JUNE 2016	$308.00
18587689	06/30/2016	PICARD JUNE 2016	$22.00
18587692	06/30/2016	C ST JUNE 2016	$22.00
18585432	06/30/2016	DIANE BASIN JUNE 2016	$330.00
18587695	06/30/2016	NORTH FIELD JUNE 2016	$110.00
18585423	06/30/2016	GOLDEN STATE EAST BASIN JUNE 2016	$22.00
185876876	06/30/2016	WQC JUNE 2016	$1,672.00
18587698	06/30/2016	LINWOOD JUNE 2016	$66.00
18587701	06/30/2016	KILROY RD JUNE 2016	$440.00

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$469.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,772.00
420 - WATER	420.11000 (Cash)	$220.00

108179 08/11/2016 Open Accounts Payable COMBINED BENEFITS ADMINISTRATORS $65,854.68

Invoice	Date	Description	Amount
CK Run 8/2/16	06/30/2016	Check Run 8/2/16 FY 15/16	$43,514.20
Chk Run 8/2/16	08/09/2016	Check Run 8/2/16 FY 16/17	$15,745.25
7/31/16-MED/DEP	08/11/2016	FLEX MED - Unreimbursed Medical	$6,595.23

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$65,854.68

108180 08/11/2016 Open Accounts Payable COSTCO $2,297.37

Invoice	Date	Description	Amount
7/26/16 - FY1516	08/11/2016	Stmt 7/26/16 - Multi-Dept Charges (FY1516)	$955.04
7/26/16 - FY1617	08/11/2016	Stmt 7/26/16 - Multi-Dept Charges (FY1617)	$1,342.33

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,575.62
266 - Police Services Grants	266.11000 (Cash)	$721.75

Payment Register

From Payment Date: 8/5/2016 - To Payment Date: 8/11/2016

108181 08/11/2016 Open Accounts Payable DF ENGINEERING INC $570.00

Invoice	Date	Description	Amount
22912	06/30/2016	SR15-01, 14-24 COUNTRYSIDE STORM DRAIN REPAIRS	$375.00
22945	06/30/2016	SR15-01 CP 14-24 COUNTRYSIDE STORM DRAIN REPAIRS -JUNE SVS	$195.00

Paying Fund	Cash Account	Amount
413 - WQC-Capital Expansion Reserve	413.11000 (Cash)	$570.00

108182 08/11/2016 Open Accounts Payable DOWNEY BRAND ATTORNEYS $23,905.72

Invoice	Date	Description	Amount
497974	06/30/2016	SERVICES THROUGH 6/30/16 NVRRWP	$10,449.26
498411	06/30/2016	SERVICES THROUGH 3/11/16 FOR NVRRWP	$13,456.46

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$23,905.72

108183 08/11/2016 Open Accounts Payable EQUIFAX $10.00

Invoice	Date	Description	Amount
9852953	08/08/2016	EQUIFAX-CREDIT CHECK SERVICES	$10.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$10.00

108184 08/11/2016 Open Accounts Payable FINANCIAL CREDIT NETWORK $1,690.15

Invoice	Date	Description	Amount
FCN-TRUT12-MAY16	06/07/2016	FCN-TRUT12-MAY 2016	$472.87
FCN-TRMS12-MAY16	06/07/2016	FCN-TRMS12-MAY 2016 COLLECTION FEES	$69.08
FCN-TRUT12-JUN16	06/30/2016	FCN-TRUT12-JUNE 2016 COLLECTION FEES	$250.44
FCN-TRUT12-JUL16	08/08/2016	FCN-TRUT12-JULY 2016 COLLECTION FEES	$327.76
FCN-TRMS12-JUL16	08/08/2016	FCN-TRMS12-JULY 2016 COLLECTION FEES	$570.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$374.52
217 - Streets - Gas Tax	217.11000 (Cash)	$570.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$413.18
420 - WATER	420.11000 (Cash)	$332.45

108185 08/11/2016 Open Accounts Payable FIRST TRANSIT INC $100,405.06

Invoice	Date	Description	Amount
11242224	06/30/2016	DART/BLAST TRANSIT SERVICES - MAY SVS	$50,053.16
11251250	06/30/2016	DART/BLAST TRANSIT SERVICES -JUNE	$50,351.90

Paying Fund	Cash Account	Amount
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$28,426.56
426 - Transit - Fixed Route	426.11000 (Cash)	$71,978.50

108186 08/11/2016 Open Accounts Payable GOMES PROPANE $124.04

Payment Register

From Payment Date: 8/5/2016 - To Payment Date: 8/11/2016

Invoice	Date	Description	Amount
10852	08/08/2016	PROPANE FOR STREETS	$57.04
10858	08/08/2016	PROPANE FOR STREETS	$67.00
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$124.04

108187 08/11/2016 Open Accounts Payable GRAINGER INC, W W $629.07

Invoice	Date	Description	Amount
9095202769	06/30/2016	V BELT	$384.74
9083885278	06/30/2016	SEAL PUMP SHAFT	$73.73
9090925323	06/30/2016	REFLECTIVE NUMBERS FOR STREETLIGHTS	$31.64
9069777010	06/30/2016	REFLECTIVE NUMBERS & LETTERS	$68.36
9121186549	06/30/2016	REFLECTIVE NUMBERS FOR STREETLIGHTS	$70.60
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	$170.60
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$458.47

108188 08/11/2016 Open Accounts Payable HILMAR LUMBER INC $7.29

Invoice	Date	Description	Amount
137010	08/04/2016	WQC-Bucket/lid for paint	$7.29
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$7.29

108189 08/11/2016 Open Accounts Payable HILMAR READY MIX $48.43

Invoice	Date	Description	Amount
7248	06/30/2016	HITCH	$48.43
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$48.43

108190 08/11/2016 Open Accounts Payable HORIZON $1,678.95

Invoice	Date	Description	Amount
1W089849	08/08/2016	SRO-53-1020 CHABT802 SEED RESEARCH CHAMP FOR TRSC	$1,678.95
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	$1,678.95

108191 08/11/2016 Open Accounts Payable HORIZON WATER & ENVIR LLC $2,247.95

Invoice	Date	Description	Amount
1741	07/25/2016	SRWA - Project EIR Services through June 30, 2016	$2,247.95
Paying Fund		Cash Account	Amount
950 - SRWA		950.11000 (Cash)	$2,247.95

108192 08/11/2016 Open Accounts Payable IBM CORPORATION $999.10

Invoice	Date	Description	Amount

Payment Register

From Payment Date: 8/5/2016 - To Payment Date: 8/11/2016

Q2080LX	08/03/2016	AUGUST BILLING		$999.10
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$999.10

108193 08/11/2016 Open — Accounts Payable — LEHIGH HANSON INC — $582.90

Invoice	Date	Description	Amount
1702180	08/08/2016	ASPHALT FOR STREETS	$111.02
1701110	08/08/2016	ASPHALT FOR STREETS	$111.71
1701677	08/08/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$122.91
1703126	08/08/2016	ASPHALT FOR STREETS	$143.73
1703602	08/08/2016	ASPHALT FOR STREETS	$93.53
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$552.17
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$30.73

108194 08/11/2016 Open — Accounts Payable — LEXISNEXIS RISK SOLUTIONS FL INC — $100.00

Invoice	Date	Description	Amount
1530196-20160531	05/31/2016	SKIP TRACING PROGRAM-MAY 2016	$50.00
1530196-20160630	06/30/2016	SKIP TRACING PROGRAM	$50.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$100.00

108195 08/11/2016 Open — Accounts Payable — LINCOLN EQUIPMENT INC — $413.91

Invoice	Date	Description	Amount
S1297425	08/08/2016	POOL SUPPLIES	$413.91
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$413.91

108196 08/11/2016 Open — Accounts Payable — METROPOLITAN TRANS COMMIS — $3,500.00

Invoice	Date	Description	Amount
4926-AR10162	08/04/2016	STREETSAVER ANNUAL SUBSCRIPTION & SOFTWARE SUPPORT 2016-17	$3,500.00
Paying Fund		Cash Account	Amount
502 - Engineering		502.11000 (Cash)	$3,500.00

108197 08/11/2016 Open — Accounts Payable — MO-CAL OFFICE SOLUTIONS INC — $1,457.48

Invoice	Date	Description	Amount
AR243154	08/08/2016	MS ADMIN (SPLIT 3) - For 6/01/16-6/30/16 (Kyocera/Taskalfa 3051C	$200.08
AR243167	08/08/2016	PD RECORDS - For 6/1/16-6/30/16 (Kyocera/KM-4050)	$253.48
AR244120	08/08/2016	POLICE OPTS - Annual Overage from 7/1/15-6/30/16 (Taskalfa 181)	$15.83
AR241748	08/03/2016	PD RECORDS - Annual Payment 4/1/16-3/31/17 (Kyocera/FS-1135MFP)	$282.89

AR244250	08/03/2016	FIRE ADMIN - Annual Payment 8/1/16-7/31/17 (Kyocera/KM-1820)		$205.08
AR244494	08/03/2016	POLICE OPTS - Annual Payment 8/1/16-7/31/17 (Taskalfa 181)		$264.15
AR244670	08/03/2016	PD ADMIN - For 7/1/16-7/31/16 (Kyocera/Taskalfa 3500I)		$30.43
AR244671	08/03/2016	RECREATION - For 7/1/16-7/31/16 (Kyocera/Taskalfa 4500I)		$109.76
AR244672	08/03/2016	PLANNING - For 7/1/16-7/31/16 (Kyocera/Taskalfa 4500I)		$95.78
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$1,257.40
204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		$53.17
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$73.45
420 - WATER		420.11000 (Cash)		$73.46

108198 08/11/2016 Open Accounts Payable P G & E $48.81

Invoice	Date	Description	Amount
Columbia -8/2/16	08/03/2016	6180280303-3 / 600 Columbia St	$9.43
595High - 8/2/16	08/03/2016	0221941093-9 / 595 High St	$8.65
R.Boesch-8/02/16	08/03/2016	4388605407-1 / 275 N Orange	$8.61
Fire 3 - 8/05/16	08/03/2016	2087893140-9 / 501 E Monte Vista Ave	$22.12
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$48.81

108199 08/11/2016 Open Accounts Payable PIRES, LIPOMI & NAVARRO ARCHITECTS $6,921.40

Invoice	Date	Description	Amount
2245	08/04/2016	SR02 15-53 CARNEGIE ARTS CENTER STORM DRAIN UPGRADE	$6,630.00
2244	08/04/2016	SR03 -AMEND NO1, 15-88 PSF WATER DAMAGE CLAIM	$291.40
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$291.40
305 - Capital Facility Fees		305.11000 (Cash)	$6,630.00

108200 08/11/2016 Open Accounts Payable RANDIK PAPER CO $1,173.07

Invoice	Date	Description	Amount
105446	08/03/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$221.02
106059	08/03/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$505.36
106282	08/03/2016	CREDIT MEMO - REF INV #106059	($93.89)
106404	08/03/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$540.58
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,173.07

108201 08/11/2016 Open Accounts Payable SAFE-T-LITE CO INC $661.85

Invoice	Date	Description	Amount

327169	08/08/2016	SAFETY VESTS FOR ASSESSMENTS		$496.39
327168	08/03/2016	ULTRA-COOL LIME VESTS		$165.46
Paying Fund		Cash Account		Amount
246 - Landscape Assessment		246.11000 (Cash)		$496.39
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$165.46

108202	08/11/2016	Open	Accounts Payable	SHELL FLEET PLUS	$242.06
Invoice	Date	Description			Amount
079180105607	08/08/2016	Shell Fuel - Statement 7/20/16			$242.06
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$242.06

108203	08/11/2016	Open	Accounts Payable	SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC	$8,935.70
Invoice	Date	Description			Amount
P#15-43,PP#3	08/04/2016	15-43 PP#3-MONTANA NEIGHBORHOOD PARK			$8,935.70
Paying Fund		Cash Account			Amount
269 - Parks & Public Facilities Grants		269.11000 (Cash)			$8,935.70

108204	08/11/2016	Open	Accounts Payable	ST. FRANCIS ELECTRIC, INC.	$9,808.64
Invoice	Date	Description			Amount
1521524	06/30/2016	SIGNAL MAINTENANCE FOR JUNE 2016			$4,760.00
1521525	06/30/2016	SIGNAL CALL OUTS JUNE 2016			$5,048.64
Paying Fund		Cash Account			Amount
216 - Streets - Local Transportation		216.11000 (Cash)			$9,808.64

108205	08/11/2016	Open	Accounts Payable	STANISLAUS COUNTY	$26,609.69
Invoice	Date	Description			Amount
FY 16-17 Turlock	07/01/2016	LAFCO annual fees for 2016-17			$26,609.69
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$26,609.69

108206	08/11/2016	Open	Accounts Payable	STATE OF CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS	$115.00
Invoice	Date	Description			Amount
C80224,FREMMING	08/04/2016	CIVIL ENGINEER CERTIFICATE OF RENEWAL			$115.00
Paying Fund		Cash Account			Amount
502 - Engineering		502.11000 (Cash)			$115.00

108207	08/11/2016	Open	Accounts Payable	T I D	$152,737.57
Invoice	Date	Description			Amount
PO 218 - 8/11/16	07/29/2016	Multiple COT Accounts paid on PO 218			$8,281.66
Stmt: 7/31/16	08/03/2016	000208-022041-0003/ 244 N Broadway (PSF)			$19,762.15

Stmt 8/01/16	08/03/2016	000208-000000-0167 (Well Pump Stations)		$117,361.18
Stmt 7/31/16	08/03/2016	000208-000000-0168 (Sewer Pump Stations)		$4,088.88
Stmt: 8/01/16	08/03/2016	000208-000000-0169 (Storm Pump Stations)		$3,243.70
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$23,903.58
216 - Streets - Local Transportation		216.11000 (Cash)		$1,718.78
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$7,332.58
420 - WATER		420.11000 (Cash)		$117,361.18
426 - Transit - Fixed Route		426.11000 (Cash)		$398.46
505 - Fleet		505.11000 (Cash)		$2,022.99

108208	08/11/2016	Open	Accounts Payable	US BANK	$1,000.00
Invoice	Date	Description			Amount
4360326	08/10/2016	Third party trustee services - 2015 CFD #1			$1,000.00
Paying Fund		Cash Account			Amount
705 - NW Triangle Mello Roos (CFD #1)		705.11000 (Cash)			$1,000.00

108209	08/11/2016	Open	Accounts Payable	UTILITY TELEPHONE, INC.	$634.34
Invoice	Date	Description			Amount
Stmt: 8/01/16	08/03/2016	Acct #127022 - City-wide internet service			$634.34
Paying Fund		Cash Account			Amount
501 - Information Technology		501.11000 (Cash)			$634.34

108210	08/11/2016	Open	Accounts Payable	VISION SERVICE PLAN CA	$6,402.25
Invoice	Date	Description			Amount
JUL-16 Claims	08/11/2016	VSP - JULY 2016 CLAIMS			$6,402.25
Paying Fund		Cash Account			Amount
511 - Health Care		511.11000 (Cash)			$6,402.25

108211	08/11/2016	Open	Accounts Payable	WGR SOUTHWEST, INC	$72.50
Invoice	Date	Description			Amount
17998	06/30/2016	6/9/16 SUPPORT SERVICES FOR PHASE 2			$72.50
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$72.50

108212	08/11/2016	Open	Accounts Payable	DUST BOWL BREWING CO LLC	$1,500.00
Invoice	Date	Description			Amount
GP 14-105G	08/04/2016	GP 14-0105			$1,500.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$1,500.00

108213	08/11/2016	Open	Accounts Payable	GROSSMAN, CARLO	$176.00
Invoice	Date	Description			Amount

TR 3959-PER DIEM	08/04/2016	TR 3959-VMWORLD 2016-PER DIEM		$176.00
Paying Fund		Cash Account		Amount
501 - Information Technology		501.11000 (Cash)		$176.00

108214	08/11/2016	Open	Accounts Payable	HERNANDEZ, MARIA		$100.00
Invoice		Date	Description			Amount
Refund		08/03/2016	Play refund			$100.00
Paying Fund			Cash Account			Amount
110 - General Fund			110.11000 (Cash)			$100.00

108215	08/11/2016	Open	Accounts Payable	HIS TREE SERVICE		$990.00
Invoice		Date	Description			Amount
EP 16-139E		08/04/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-139E			$990.00
Paying Fund			Cash Account			Amount
110 - General Fund			110.11000 (Cash)			$990.00

108216	08/11/2016	Open	Accounts Payable	Inderbitzen, Paul		$83.43
Invoice		Date	Description			Amount
Reimbursement		08/10/2016	TR-N/A Lunch Reimbursement for PInderbitzen - Manteca School			$83.43
Paying Fund			Cash Account			Amount
110 - General Fund			110.11000 (Cash)			$83.43

108217	08/11/2016	Open	Accounts Payable	LAYMAN ELECTRIC		$7,810.00
Invoice		Date	Description			Amount
EP 15-222E		08/04/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 15-222E			$7,810.00
Paying Fund			Cash Account			Amount
110 - General Fund			110.11000 (Cash)			$7,810.00

108218	08/11/2016	Open	Accounts Payable	MACHADO, LUIS		$176.00
Invoice		Date	Description			Amount
TR 3959-PER DIEM		08/04/2016	TR 3959-VMWORLD 2016-PER DIEM			$176.00
Paying Fund			Cash Account			Amount
501 - Information Technology			501.11000 (Cash)			$176.00

108219	08/11/2016	Open	Accounts Payable	SOISETH, GARY		$106.16
Invoice		Date	Description			Amount
TR 3965-Mileage		08/02/2016	TR 3965 Mileage Reimbursement-Mayors Innovation Project			$106.16
Paying Fund			Cash Account			Amount
110 - General Fund			110.11000 (Cash)			$106.16

108220	08/11/2016	Open	Accounts Payable	STOUT BUILDING CONTRACTORS		$5,506.60

Payment Register

From Payment Date: 8/5/2016 - To Payment Date: 8/11/2016

CALIFORNIA LLC

Invoice	Date	Description	Amount
EP 16-019E	08/04/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-019E	$5,506.60
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$5,506.60

108221 08/11/2016 Open Accounts Payable Valencia, Rocio $301.00

Invoice	Date	Description	Amount
Refund	08/03/2016	County Refund	$301.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$301.00

Type Check Totals: 73 Transactions $458,778.81

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$458,778.81	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$458,778.81	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$458,778.81	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$458,778.81	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**73**	**$458,778.81**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**73**	**$458,778.81**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**73**	**$458,778.81**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**73**	**$458,778.81**	**$0.00**

City of Turlock

Payment Register - EFTs

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
1174	05/02/2016	Open			Accounts Payable	T A P O	$23,240.72		
	Invoice		Date	Description			Amount		
	3/31 & 4/15/16		05/02/2016	3/31 & 4/15/16-PR-Retiree Health Police 3% City Pd-EFT			$23,240.72		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$23,240.72		
1175	05/02/2016	Open			Accounts Payable	TFRA	$13,859.92		
	Invoice		Date	Description			Amount		
	3/31 & 4/15/16		05/02/2016	3/31 & 4/15/16-PR-Retiree Health Fire 4% City Paid-EFT			$13,859.92		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$13,859.92		
1176	05/27/2016	Open			Accounts Payable	T A P O	$23,564.97		
	Invoice		Date	Description			Amount		
	4/30 & 5/15/16		05/27/2016	4/30 & 5/15/16-PR-Retiree Health Police 3% City Pd-EFT			$23,564.97		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$23,564.97		
1177	05/27/2016	Open			Accounts Payable	TFRA	$14,915.03		
	Invoice		Date	Description			Amount		
	4/30 & 5/15/16		05/27/2016	4/30 & 5/15/16-PR-Retiree Health Fire 4% City Paid-EFT			$14,915.03		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$14,915.03		
1178	05/02/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$3,159.11		
	Invoice		Date	Description			Amount		
	BE001632025		05/02/2016	Dental Claims: 4/22-4/28/16			$3,159.11		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$3,159.11		
1179	05/02/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$5,568.22		
	Invoice		Date	Description			Amount		
	BE001629362		05/02/2016	Dental Claims: 4/15-4/21/16			$5,568.22		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$5,568.22		
1180	05/12/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$6,739.45		

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Payment Register - EFTs

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Invoice	Date	Description	Amount
BE001635115	05/12/2016	Dental Claims: 4/29-5/5/16-EFT	$6,739.45
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	$6,739.45

1181 05/19/2016 Open Accounts Payable DELTA DENTAL OF CALIFORNIA $6,718.42

Invoice	Date	Description	Amount
BE001637202	05/19/2016	Dental Claims: 5/6-5/12/16-EFT	$6,718.42
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	$6,718.42

1182 05/05/2016 Open Accounts Payable T C E A $2,175.00

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-TCEA Dues-EFT	$2,175.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$2,175.00

1183 05/05/2016 Open Accounts Payable GOLDEN ONE CREDIT UNION $16,178.34

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-Golden 1 CU-EFT	$16,178.34
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$16,178.34

1184 05/05/2016 Open Accounts Payable T A P O $4,054.48

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-TAPO Dues-EFT	$4,054.48
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$4,054.48

1185 05/05/2016 Open Accounts Payable TMAPS $175.00

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR TMAPS DUES-EFT	$175.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$175.00

1186 05/05/2016 Open Accounts Payable ICMA-RC $85,938.85

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-ICMA-EFT	$85,938.85
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	$85,938.85

1187 05/20/2016 Open Accounts Payable TURLOCK CITY FIRE INC $390.00

Invoice	Date	Description	Amount

Payment Register - EFTs

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

	5/15/16-PR	05/20/2016	5/15/16-PR-TUR Fire Inc-EFT		$390.00
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$390.00

1188	05/20/2016	Open	Accounts Payable	TFRA	$4,200.00
	Invoice	Date	Description		Amount
	5/15/16-PR	05/20/2016	5/15/16-PR-TFRA Dues-EFT		$4,200.00
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$4,200.00

1189	05/20/2016	Open	Accounts Payable	T C E A	$2,189.50
	Invoice	Date	Description		Amount
	5/15/16-PR	05/20/2016	5/15/16-PR-TCEA Dues-EFT		$2,189.50
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$2,189.50

1190	05/20/2016	Open	Accounts Payable	GOLDEN ONE CREDIT UNION	$15,494.13
	Invoice	Date	Description		Amount
	5/15/16-PR	05/20/2016	5/15/16-PR-Golden 1 CU-EFT		$15,494.13
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$15,494.13

1191	05/20/2016	Open	Accounts Payable	T A P O	$4,047.50
	Invoice	Date	Description		Amount
	5/15/16-PR	05/20/2016	5/15/16-PR-TAPO Dues-EFT		$4,047.50
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$4,047.50

1192	05/20/2016	Open	Accounts Payable	ICMA-RC	$84,572.14
	Invoice	Date	Description		Amount
	5/15/16-PR	05/20/2016	5/15/16-PR-ICMA-EFT		$84,572.14
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$84,572.14

1193	05/25/2016	Open	Accounts Payable	ICMA-RC	$3,804.00
	Invoice	Date	Description		Amount
	5/15/16-PR-ROTH	05/25/2016	5/15/16-PR-ROTH-ICMA-EFT		$3,804.00
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$3,804.00

1194	05/25/2016	Open	Accounts Payable	DELTA DENTAL OF CALIFORNIA	$4,533.51
	Invoice	Date	Description		Amount
	BE001665222	05/25/2016	Dental Claims: 5/13-5/19/16-EFT		$4,533.51

Payment Register - EFTs

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$4,533.51

1195 05/05/2016 Open Accounts Payable INTERNAL REVENUE SERVICE $164,965.59

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-IRS-FED TAXES-EFT	$164,965.59

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$164,965.59

1196 05/05/2016 Open Accounts Payable STATE OF CALIFORNIA - PR TAXES $37,147.73

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-State Taxes-EFT	$37,147.73

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$37,147.73

1197 05/05/2016 Open Accounts Payable CA SDU $287.00

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-State of CA- Child Support Pymt-EFT	$287.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$287.00

1198 05/05/2016 Open Accounts Payable CA STATE DISBURSEMENT UNI $266.50

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-State of CA-Child Support Pymt-EFT	$266.50

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

1199 05/05/2016 Open Accounts Payable STATE OF CALIFORNIA $599.50

Invoice	Date	Description	Amount
4/30/16-PR	05/05/2016	4/30/16-PR-State of CA-Child Support Pymt-EFT	$599.50

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$599.50

1200 05/13/2016 Open Accounts Payable SYMETRA LIFE INSURANCE COMPANY $15,461.14

Invoice	Date	Description	Amount
APR 2016	05/13/2016	APR 2016-LTD/Life Premiums-EFT	$15,461.14

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$15,461.14

1201 05/20/2016 Open Accounts Payable INTERNAL REVENUE SERVICE $163,592.21

Invoice	Date	Description	Amount
5/15/16-PR	05/20/2016	5/15/16-PR-IRS-FED TAX-EFT	$163,592.21

Payment Register - EFTs

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$163,592.21

1202 05/20/2016 Open Accounts Payable STATE OF CALIFORNIA - PR TAXES $35,352.16

Invoice	Date	Description	Amount
5/15/16-PR	05/20/2016	5/15/16-PR-State Taxes-EFT	$35,352.16

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$35,352.16

1203 05/20/2016 Open Accounts Payable CA SDU $287.00

Invoice	Date	Description	Amount
5/15/16-PR	05/20/2016	5/15/16-PR-Child Support Payment-State-EFT	$287.00

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$287.00

1204 05/20/2016 Open Accounts Payable CA STATE DISBURSEMENT UNI $266.50

Invoice	Date	Description	Amount
5/15/16-PR	05/20/2016	5/15/16-PR-Child Support Payment-State of CA-EFT	$266.50

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

1205 05/20/2016 Open Accounts Payable STATE OF CALIFORNIA $599.50

Invoice	Date	Description	Amount
5/15/16-PR	05/20/2016	5/15/16-PR-Child Support Payment-State of CA-EFT	$599.50

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$599.50

1206 05/27/2016 Open Accounts Payable INTERNAL REVENUE SERVICE $138.95

Invoice	Date	Description	Amount
Man.Ck-Zepeda-12	05/27/2016	Manual ck for A.Zepeda-2012-EFT	$138.95

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$138.95

1207 05/03/2016 Open Accounts Payable EMPLOYMENT DEVELOP DEPT $10,022.00

Invoice	Date	Description	Amount
1/1/16-3/31/16	05/03/2016	JAN-MAR 2016-EDD Unemployment claims	$10,022.00

Paying Fund	Cash Account	Amount
512 - Casualty Insurance	512.11000 (Cash)	$10,022.00

1208 05/27/2016 Open Accounts Payable STATE OF CALIFORNIA - PR TAXES $9.44

Invoice	Date	Description	Amount
Man.Ck-Zepeda-12	05/27/2016	Manual ck A.Zepeda-2012-EFT	$9.44

Paying Fund	Cash Account	Amount

	104 - Payroll Clearing Fund	104.11000 (Cash)	$9.44	

1209	05/12/2016	Open	Accounts Payable	CalPERS		$152,157.90
	Invoice	Date	Description		Amount	
	4/1-4/15/16-PR	05/12/2016	4/1-4/15/16-PR-CalPERS-EFT		$152,157.90	
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$152,157.90	

1210	05/12/2016	Open	Accounts Payable	CalPERS		$157,756.63
	Invoice	Date	Description		Amount	
	4/16-4/30/16-PR	05/12/2016	4/16-4/30/16-PR-CalPERS-EFT		$157,756.63	
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$157,756.63	

1211	05/26/2016	Open	Accounts Payable	CalPERS		$152,374.08
	Invoice	Date	Description		Amount	
	5/1-5/15/16-PR	05/26/2016	5/1-5/15/16-PR-CalPERS-EFT		$152,374.08	
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$152,374.08	

Type EFT Totals:	38 Transactions	$1,216,802.12
AP - Accounts Payable Totals		

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	$1,216,802.12	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	38	$1,216,802.12	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	$1,216,802.12	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	38	$1,216,802.12	$0.00

Grand Totals:

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**38**	**$1,216,802.12**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**38**	**$1,216,802.12**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**

City of Turlock

Payment Register - EFTs

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Open	38	$1,216,802.12	$0.00
Reconciled	0	$0.00	$0.00
Voided	0	$0.00	$0.00
Stopped	0	$0.00	$0.00
Total	38	$1,216,802.12	$0.00

SB1

AUGUST 9, 2016
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting
Turlock City Council

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1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 5:02 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
   ABSENT: None

   B. SALUTE TO THE FLAG

2. **PUBLIC PARTICIPATION:** None

3. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

4. **CONSENT CALENDAR:** None

5. **PUBLIC HEARING:** None

6. **SCHEDULED MATTERS:**

   A. Chief Jackson provided the staff report on the request to accept the report outlining crime trends within the City of Turlock along with a response strategy for dealing with these trends and provide direction to staff on future actions to be taken.

   Chief Jackson provided an overview of the presentation and introduced Captain Williams, Lieutenant Pacheco, and Lieutenant Mercado who spoke about Part I crimes, calls for service, arrests for illegal nuisance behavior, and Turlock Municipal Code (TMC) violations. Staff also provided information about increases and decreases in crimes from 2013 through 2016, patterns and trends, and data related to location and period when crimes occur.

   Council and staff discussion included an inquiry regarding increases in crime relative to trends as compared to statistics from 2014 and 2015.

   Mayor Soiseth opened public participation.

   Michael Puffer inquired about crime rates in 2003 and 2008 relative to the economy and asked if housing automobiles in garages would decrease burglaries.

   Chief Jackson concluded the presentation by providing information about crime reduction strategies, opportunities for increased service efforts, and noted staff will provide Council a monthly update. Chief Jackson also thanked the Council for their support, commended City Attorney Norton for her efforts with the Diversion Program, and noted the Police Department's commitment to the community and quality of life in Turlock.

   Council discussion included appreciation for the Police Department in delivering a quantitative and qualitative report, the importance of identifying and communicating

challenges so the Council can assist with strategies and solutions, and the means for addressing community concerns.

Gabriel Bolton spoke about his confidence in the Council and law enforcement, personal experiences of nuisance crimes in his neighborhood, and encouraged Council to support law enforcement and provide needed resources.

Additional Council discussion included a request to provide the community with contact information for the Police Department.

Mayor Soiseth closed public participation.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Accepting the report outlining crime trends within the City of Turlock along with a response strategy for dealing with these trends and providing direction to staff on future actions to be taken. Motion carried 5/0 by the following vote:

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

7. CLOSED SESSION: None

8. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn at 5:56 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk

5B2

DRAFT

AUGUST 9, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 6:10 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
   ABSENT: None

   B. SALUTE TO THE FLAG

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:** None

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

   B. STAFF UPDATES

   1. Policy Goals and Implementation Plan: No updates were provided.

   2. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including the Broadway parking lot reconstruction, Palm Street and Mitchell Avenue water line replacement, Countryside Drive storm drain improvements, burn building, Montana Park, annual slurry seals, and statistics on the number of permits issued.

   3. Parks, Recreation and Public Facilities Director Allison Van Guilder provided an update on the Golden State Farmers' Market Association downtown market including market evaluation, vendor mix, marketing and branding, special events, pending market goals, market challenges, and proposed changes. Director Van Guilder also spoke about relocation of the downtown market to Central Park and the associated contract amendment that will be presented to Council on September 13, 2016 and options for identifying alternative locations for special events that facilitate street closures.

      Council discussion included inquiries regarding an end date for the market season and methods for evaluating future markets, acknowledgement of vendors and business owners for their support and patience while staff worked through this process, and direction to staff to incorporate language into the special event permit application that addresses future requests for closures on Main Street.

   4. Police Captain Steve Williams provided an update on Stanislaus County Fairgrounds Entertainment Events including details from a recent event held on July 23, 2016, clarification that the Fairgrounds is located within City limits, noise disturbances and activities subject to the Turlock Municipal Code and California Penal Code, process for coordination and collaboration with the Fairgrounds, and future response and/or enforcement action.

      Council discussion included concerns from constituents regarding vulgarity at the recent event, acknowledgment of the Police Department and Fairground's post event collaboration efforts, and the importance of having a process in place to regulate and mitigate future situations.

DRAFT

C. PUBLIC PARTICIPATION:

May Rico, Executive Director of Haven Women's Center thanked the Council for their existing partnership, spoke about opportunities moving forward, and noted she would be back in September 2016 to present more specific information about services and programs offered.

Turlock Librarian Dianne Bartlett spoke about the summer reading challenge, provided information about upcoming programs and activities including Mystery Lovers Book Club, teen creative writing group, painting pavers, story time, sensory play, and fall prevention for adults. Ms. Bartlett also thanked the Friends of the Turlock Public Library for their help and support and noted the Turlock Public Library is a Pokémon stop.

Michael Puffer commended the library and public buildings alike for participating in Pokémon-Go activities.

Mayor Soiseth acknowledged Friends of the Turlock Public Library in the audience.

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

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

C. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.

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

5. CONSENT CALENDAR:

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

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

A. **Resolution No. 2016-176** Accepting Demands of 7/7/16 in the amount of $450,028.40; Demands of 7/14/16 in the amount of $1,580,778.95; Demands of 7/21/16 in the amount of $2,127,441.61

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

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

2. **Resolution No. 2016-177** Appropriating $26,000 to account number 217-50-511.51270 "Construction Project" for Fiscal Year 2015-16 to be funded from unappropriated Gas Tax Section 2103 Reserves for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," to complete the necessary funding required for this project
3. *Motion*: Accepting improvements for City Project No. 15-75, "Southwest Quadrant CDBG Frontage Improvements," and authorizing the City Engineer to file a Notice of Completion

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

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

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

G. 1. *Motion*: Approving Amendment No. 1 to the Agreement between the City of Turlock and Kidz Love Soccer, Inc. to increase compensation from $19,000 to $22,000
2. **Resolution No. 2016-178** Appropriating $3,000 to 110-61-624-068.43725 "Soccer Camp" from 110-61-624-068.35720 "Soccer Camp Revenue" for additional expenses associated with increased class enrollment

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

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

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

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

L. **Resolution No. 2016-179** Re-appropriating unspent funds of $19,650 from Fiscal Year 2015-16 to account number 410-51-534.44102 "Telemetry Equipment" from Fund 410 "Water Quality Control" reserve balance and $19,650 from Fiscal Year 2015-16 to account number 420-52-551.43430 "Telemetry Upgrades" from Fund 420 "Water Enterprise" reserve balance for the purchase of two (2) configured HP Itanium rx2800 computer servers from HSQ Technology of Hayward, California

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

N. **Resolution No. 2016-180** Re-appropriating unspent funds of $187,345 from Fiscal year 2015-16 to account number 506-00-000-304.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance for the purchase of two (2) fire engines and various after-market products associated with the purchase of two (2) fire command vehicles

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

P. 1. **Resolution No. 2016-181** Approving the purchase of seven (7) Dell servers from Dell, Inc. to upgrade data storage capacity, under State of California Contract No. 7-15-70-34-003 and Contract Code WN03AGW, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $207,873.86

2. **Resolution No. 2016-182** Approving the purchase of Brocade Communications server switches from Kovarus, Inc. to upgrade data storage capacity, under WSCA-NASPO Contract No. AR214 7-14-70-01, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $61,939.68

3. **Resolution No. 2016-183** Approving the purchase of Veeam Availability Suite software from CDW Government LLC to upgrade data storage capacity, under CalSAVE Technology Contract No. 527683, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $11,807.64

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

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

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

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

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

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

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

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Senior Planner Katie Quintero presented the staff report on the request to determine the proposed amendments to various sections of the Turlock Municipal Code are exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15061(B)(3) (General Rule) of the CEQA Guidelines and to consider technical updates and corrections to various sections of the City of Turlock Municipal Code as delineated below. Council and staff discussion included information about the nature of the proposed amendments and corrections.

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

Action: **Resolution No. 2016-184** Determining the proposed amendments to Turlock Municipal Code Title 4, Chapter 16, Article 1, Section 02, Subsection (A) regarding Cost Recovery Enforcement Authority; Title 5, Chapter 19, Article 1, "Title" Section regarding Adult Entertainment; Title 5, Chapter 19, Article 1, Section 01 regarding Adult Entertainment Purpose; Title 5, Chapter 19, Article 1, Section 02 regarding Adult Entertainment Performer Permit; Title 5, Chapter 19, Article 1, Section 04, Subsection (C) regarding Adult Entertainment Application Denial Authority; Title 6, Chapter 1, Article 1, Section 13, Subsections (B), (C), and (D) regarding Exceptions – Fancy, Racing and Sporting Pigeons; Title 6, Chapter 5, Article 4, Section 02 regarding Connection Fees; Title 7, Chapter 2, Article 2, Section 02, Subsection (A) regarding Street Improvements and Dedications Required; Title 8, Chapter 4, Section 16, regarding Fixing Questioned House and Building Numbering; Title 9, Chapter 1, Article 1, Section 11 regarding General Provision Rules for Interpretation; Title 9, Chapter 2, Article 1, Section 02, Subsection (C) regarding Adult Entertainment Location and Site Requirements; Title 9, Chapter 2, Article 1, Section 02, Subsection (F) regarding Regulations Special Provisions for Adult Business Permit Application; Title 9, Chapter 2, Article 1, Section 03, Subsection (C) regarding Affordable Housing Density Bonus Application Procedures, Title 9, Chapter 2, Article 1, Section 08, Subsection (A) regarding Exceptions to Height Limits in Any Residential District; Title 9, Chapter 2, Article 1, Section 25, Subsection (B)(1) regarding Cargo Containers Permit Requirements and Exceptions for Temporary Use; Title 9, Chapter 2, Article 5, Section 06, Subsection (K) regarding Sign Standards for Temporary Signs; Title 9, Chapter 3, Article 2, Section 02, regarding Residential Use District Classifications; Title 9, Chapter 3, Article 2, Section 03, regarding Residential Districts Property Development Regulations; Title 9, Chapter 3, Article 4, Section 03, regarding Industrial Districts Property Development Standards; Title 9, Chapter 3, Article 5, Section 03 regarding Public and Semi-Public Districts Property Development Regulations; Title 9, Chapter 4, Article 1, Section 07, Subsection (B) regarding Downtown Overlay Regulations for Industrial Residential Development Standards; Title 9, Chapter 4, Article 1, Section 08, Subsection (B) regarding Overlay District Regulations – Office Residential Development Standards; Title 9, Chapter 4, Article 2, Section 04, Subsection (C) regarding Nondiscretionary Emergency Shelter Permit Application Standards; Title 9, Chapter 4, Article 2, Section 05 "Introductory Paragraph" regarding Nondiscretionary Emergency Shelter Permit Application; Title 9, Chapter 5, Article 1, Section 12 regarding Administration Permit Applications Hearings, Amendments, and Special Appeals; Title 9, Chapter 5, Article 3, Section 10, Subsection (D) regarding Minor Administrative and Minor Discretionary Permits Building Review; Title 9, Chapter 5, Article 3, Section 15 regarding Minor Administrative and Minor Discretionary Permit Time Limits for Development of Property and Uses; Title 9, Chapter 5, Article 3, Section 17 regarding Minor Administrative and Minor Discretionary Permit Outdoor

Dining Permit Required; Title 9, Chapter 5, Article 3, Section 18 regarding Minor Administrative and Minor Discretionary Permit Authority to Issue Outdoor Dining Permits; Title 9, Chapter 5, Article 3, Section 23, Subsection (A) regarding Minor Administrative and Minor Discretionary Permit Alcoholic Beverage Restrictions; Title 9, Chapter 5, Article 4, Section 04, Subsection (A) regarding Minor Exceptions – Findings – Special Circumstances; and Title 9, Chapter 5, Article 7, Section 09, Subsections (B) and (C) regarding Prezoning and Annexation Area Wide Planning Requirements are exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15061(B)(3) (General Rule) of the CEQA Guidelines was introduced by Councilmember DeHart, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Jacob, introducing an Ordinance Amending Turlock Municipal Code Title 4, Chapter 16, Article 1, Section 02, Subsection (A) regarding Cost Recovery Enforcement Authority; Title 5, Chapter 19, Article 1, "Title" Section regarding Adult Entertainment; Title 5, Chapter 19, Article 1, Section 01 regarding Adult Entertainment Purpose; Title 5, Chapter 19, Article 1, Section 02 regarding Adult Entertainment Performer Permit; Title 5, Chapter 19, Article 1, Section 04, Subsection (C) regarding Adult Entertainment Application Denial Authority; Title 6, Chapter 1, Article 1, Section 13, Subsections (B), (C), and (D) regarding Exceptions – Fancy, Racing and Sporting Pigeons; Title 6, Chapter 5, Article 4, Section 02 regarding Connection Fees; Title 7, Chapter 2, Article 2, Section 02, Subsection (A) regarding Street Improvements and Dedications Required; Title 8, Chapter 4, Section 16, regarding Fixing Questioned House and Building Numbering; Title 9, Chapter 1, Article 1, Section 11 regarding General Provision Rules for Interpretation; Title 9, Chapter 2, Article 1, Section 02, Subsection (C) regarding Adult Entertainment Location and Site Requirements; Title 9, Chapter 2, Article 1, Section 02, Subsection (F) regarding Regulations Special Provisions for Adult Business Permit Application; Title 9, Chapter 2, Article 1, Section 03, Subsection (C) regarding Affordable Housing Density Bonus Application Procedures, Title 9, Chapter 2, Article 1, Section 08, Subsection (A) regarding Exceptions to Height Limits in Any Residential District; Title 9, Chapter 2, Article 1, Section 25, Subsection (B)(1) regarding Cargo Containers Permit Requirements and Exceptions for Temporary Use; Title 9, Chapter 2, Article 5, Section 06, Subsection (K) regarding Sign Standards for Temporary Signs; Title 9, Chapter 3, Article 2, Section 02, regarding Residential Use District Classifications; Title 9, Chapter 3, Article 2, Section 03, regarding Residential Districts Property Development Regulations; Title 9, Chapter 3, Article 4, Section 03, regarding Industrial Districts Property Development Standards; Title 9, Chapter 3, Article 5, Section 03 regarding Public and Semi-Public Districts Property Development Regulations; Title 9, Chapter 4, Article 1, Section 07,

Subsection (B) regarding Downtown Overlay Regulations for Industrial Residential Development Standards; Title 9, Chapter 4, Article 1, Section 08, Subsection (B) regarding Overlay District Regulations – Office Residential Development Standards; Title 9, Chapter 4, Article 2, Section 04, Subsection (C) regarding Nondiscretionary Emergency Shelter Permit Application Standards; Title 9, Chapter 4, Article 2, Section 05 "Introductory Paragraph" regarding Nondiscretionary Emergency Shelter Permit Application; Title 9, Chapter 5, Article 1, Section 12 regarding Administration Permit Applications, Hearings, Amendments and Special Appeals; Title 9, Chapter 5, Article 3, Section 10, Subsection (D) regarding Minor Administrative and Minor Discretionary Permits Building Review; Title 9, Chapter 5, Article 3, Section 15 regarding Minor Administrative and Minor Discretionary Permit Time Limits for Development of Property and Uses; Title 9, Chapter 5, Article 3, Section 17 regarding Minor Administrative and Minor Discretionary Permit Outdoor Dining Permit Required; Title 9, Chapter 5, Article 3, Section 18 regarding Minor Administrative and Minor Discretionary Permit Authority to Issue Outdoor Dining Permits; Title 9, Chapter 5, Article 3, Section 23, Subsection (A) regarding Minor Administrative and Minor Discretionary Permit Alcoholic Beverage Restrictions; Title 9, Chapter 5, Article 4, Section 04, Subsection (A) regarding Minor Exceptions – Findings – Special Circumstances; and Title 9, Chapter 5, Article 7, Section 09, Subsection (B) and (C) regarding Prezoning and Annexation Area Wide Planning Requirements and setting the final reading for September 13, 2016. Motion carried 5/0 by the following vote:

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

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

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

Action: **Resolution No. 2016-185** Determining the proposed amendments to the Land Use Diagram of the Turlock General Plan [General Plan Amendment 2016-03 (City Initiated)] to amend the designations for the following properties: 143 Alaska Street will be amended from split CC/MDR to MDR; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be amended from split CC/MDR to dual CC & MDR; 801 West Main Street will be amended from CC to CC & MDR; and 455 Fifth Street will be amended from CC to CC & I and the proposed amendments to the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2016-02 (City Initiated)] to change the zoning designations for the following properties: 240 West Main Street and 120 Locust Street will be rezoned from CC to TC; 333 North Thor Street and 410 & 412 Wolfe Avenue will be rezoned from CC to OR; 355, 391, 401, 409, 415, & 427 East Olive Avenue will be rezoned from OR to DCT; 352, 400, 410, 440 East Olive Avenue and 190 North Thor Street will be rezoned from OR to DC; 143 Alaska Street will be rezoned from split CC/RM to RM; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be rezoned from split CC/RM to dual CC & RM; and 801 West Main Street will be rezoned from CC to dual CC & RM are Exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(B)(3) (General Rule) of the CEQA Guidelines was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

Resolution No. 2016-186 Amending the Land Use Diagram of the Turlock General Plan [General Plan Amendment 2016-03 (City Initiated)] to amend the designations for the following properties: 143 Alaska Street will be amended from split CC/MDR to MDR; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be amended from split CC/MDR to dual CC & MDR; 801 West Main Street will be amended from CC to CC & MDR; and 455 Fifth Street will be amended from CC to CC & I was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

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Motion by Councilmember Nascimento, seconded by Councilmember DeHart, introducing an Ordinance Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2016-02 (City Initiated)] to change the zoning designations for the following properties: 240 West Main Street and 120 Locust Street will be rezoned from CC to TC; 333 North Thor Street and 410 & 412 Wolfe Avenue will be rezoned from CC to OR; 355, 391, 401, 409, 415 & 427 East Olive Avenue will be rezoned from OR to DCT; 352, 400, 410, 440 East Olive Avenue and 190 North Thor Street will be rezoned from OR to DC; 143 Alaska Street will be rezoned from split CC/RM to RM; 825, 839, 857, 881, 901, 923, 943 West Main Street and 117 West Avenue North will be rezoned from split CC/RM to dual CC & RM; and 801 West Main Street will be rezoned from CC to a dual CC & RM and setting the final reading for September 13, 2016. Motion carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

A. Development Services Director Mike Pitcock and Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to provide direction to staff on the preferred project scope, funding and timeline to carry out a $100,000 road improvement project.

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

Council and staff discussion included requirements for unrestricted reserve spending, obligations and potential risks associated with matching grant funds, previously allocated funding for roads, bid and construction processes, supplanting calculations and Measure L implications, various project options and funding sources including preserving and replenishing the General Fund, utilizing funding in a manner that will have the greatest impact for the majority of the community, and concerns over committing future Councils to ongoing obligations.

Councilmember Bublak introduced a motion selecting Option1 (Slurry Seal), and creating an Option 4 which would use $50,000 from the General Fund and $50,000 from the TOT for this one time, with future allocations coming from the General Fund based on Council approval and/or from Measure L should it pass.

Mayor Soiseth asked for consideration to amend the motion on the floor to utilize Option 3 (Gas Tax Funds) instead of the TOT and General Fund.

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Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, selecting Option 1 (Slurry Seal) as the preferred project scope and Option 3 (Section 2103 Gas Tax Funds) as the funding source for the Road Improvement Project. Motion carried 5/0 by the following vote:

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

Mayor Soiseth recessed the meeting at 7:53 p.m.

Mayor Soiseth reconvened the meeting at 8:00 p.m.

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

Council and staff discussion included clarification that tonight's discussion was strictly related to the water service for RAM Farms.

Mayor Soiseth asked for public comment.

Mike Macedo, RAM Farms Manager, provided information about DER requirements related to their permit requiring RAM Farms to identify a water solution and noted any other potential water solution options would be costly and potentially invoke the use of portable restrooms.

Zachary Fowler, neighboring resident of RAM Farms, spoke regarding his concerns over permanency of the operation if the permanent water service is approved.

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Jason DeGroot, neighboring resident of RAM Farms, spoke in favor of expanding the water services, but against noise concerns in the area during hours of operation.

Mayor Soiseth read information contained on a Speaker Information Card provided by Ada Mitchem, noting her opposition to extending City water into the County and allowing expansion of a commercial use when land is zoned agricultural.

Matt Rickard, neighboring resident of RAM Farms, presented a video clip from a Stanislaus County Planning Commission meeting regarding the temporary use of the building located on the property. Mr. Rickard noted RAM Farms has continuously violated their use permit, Stanislaus County has refused to enforce the permit requirements, and encouraged Council to deny the request for water service.

Dana Rickard, neighboring resident of RAM Farms, spoke regarding noise issues and operating hours, requested the City deny request for water service and revisit at a later date when RAM Farms demonstrates compliance with existing permitting requirements.

Ken McVay, spoke regarding concerns related to lights, noise and theft in the area, the current location being incompatible within residential and farm land areas, the operation being better suited in a commercial area within the City such as Monte Vista Crossings, the downtown area, or the movie theaters, concerns over future expansion of the operation, and the tent being a massive industrial building that will not be removed each year.

Ron Macedo, Owner of RAM Farms, spoke in favor of approval of this item for reasons including the benefits RAM Farms provides to the community, their attempts to be good neighbors, and noted they have no plans for future expansion. Mr. Macedo also spoke regarding a sound study that was conducted which met all qualifications, tent use serving dual purpose, and noted RAM Farms has met the requirements of the County permit and their intent for continued compliance.

Matt Rickard spoke regarding RAM Farms' non-compliance with the City's noise ordinance.

Valerie Jevert spoke in favor of approval of this item for reasons including the benefits RAM Farms provides to the community, the operation being an appropriate use of land, and efforts by the owners to mitigate neighborhood concerns such as parking.

Milt Trieweiler spoke regarding concerns about water use and the potential for cross-contamination. RAM Farms Manager Mike Macedo provided clarification regarding cross-contamination identifying there would be two separate pipelines.

Mayor Soiseth closed public comment.

Additional Council and staff discussion included the benefits RAM Farms has provided to the community, the importance of being a good neighbor, and improved collaboration between government agencies to ensure requirements are met.

Mayor Soiseth directed staff to work with the County regarding conditions of the existing permit and requested RAM Farms conduct a neighborhood meeting prior to the construction of the water line.

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Action: **Resolution No. 2016-187** Determining the extension of a one (1") inch water service line by the City of Turlock to the property located outside its jurisdictional boundary at 716 North Daubenberger Road to provide potable water for R.A.M. Farms, Inc., is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facility), Section 15303 (New Construction or Conversion of Small Structures), and/or Section 15304 (Minor Alterations to Land) of the CEQA Guidelines was introduced by Councilmember Nascimento, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

Motion by Councilmember Nascimento, seconded by Councilmember Bublak, Authorizing the City Manager to certify the Stanislaus LAFCO "Out of Boundary Service Application" requesting LAFCO approval for the City of Turlock to extend a one (1") inch water service line to 716 North Daubenberger Road, Turlock, California, a property located outside the City of Turlock jurisdictional boundary and within its Sphere of Influence, to provide potable water to R.A.M. Farms, Inc., a seasonal and temporary business including a Pumpkin Patch, Corn Maze and Fields of Ice pursuant to Stanislaus County Staff Approval Permit PLN 2015-0046. Motion carried 5/0 by the following vote:

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

Motion by Councilmember Nascimento, seconded by Councilmember Bublak, Approving the "Out of Boundary Service Agreement for Water Connection Affecting Real Property" located at 716 North Daubenberger Road, Turlock, California (Stanislaus County Assessor's Parcel Number 051-005-002), establishing the conditions under which the City would provide a water service extension to the property, including RAM Farms holding a neighborhood meeting prior to the construction of the water line and the City Manager making contact with Stanislaus County regarding conditions of the existing permit. Motion carried 5/0 by the following vote:

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

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Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Authorizing the City Manager to sign the "Out of Boundary Service Agreement for Water Connection Affecting Real Property" upon approval of the "Out of Boundary Service Application" by the Stanislaus LAFCO, and to execute all documents, applications, assurances, agreements, and statements that may be required to implement the Agreement including the construction of a one (1") inch water service line to 716 North Daubenberger Road, Turlock, California (Stanislaus County Assessor's Parcel Number 051-005-002). Motion carried 5/0 by the following vote:

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

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

Ms. Quintero introduced consultant Nayan Amin of TJKM, who provided an overview of the Downtown Parking Plan and presented information related to parking data collection, community outreach/survey, and preliminary findings and recommendations.

Council discussion included the educational benefits the study provided and a request for periodic updates regarding the project.

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

Additional Council and staff discussion included the importance of phasing and prioritization of modifications and options including evaluating/enforcing parking, evaluating an employee parking permit program, and exploring the use of parking meters. Further discussion included alternate methods of transportation to the downtown area and safety improvements such as lighting and sidewalks.

Action: **Resolution No. 2016-188** Determining the Downtown Parking Management Plan and Implementation Plan are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Projects consistent with a previous Environmental Impact Report), Section 15183 (Projects consistent with the General Plan), and/or Section 15262 (Feasibility and Planning Studies) was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Resolution No. 2016-189 Approving the Downtown Parking Management Plan in accordance with the 2012 City of Turlock General Plan and the 2015-2019 Mayor and City Council Policy Goals and Implementation Plan was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Resolution No. 2016-190 Approving the Downtown Parking Implementation Plan to establish goals, action items and implementation measures for the recommendations in the Downtown Parking Management Plan to include amendments to Action Item 3 to read, "Explore enforcement of the time limited parking," and Action Item 4 to read, "Evaluate an employee parking permit program," was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

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

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

Action: **Resolution No. 2016-191** Determining the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Assumption, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15304 (Minor Alterations to Land) of the CEQA Guidelines was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Resolution No. 2016-192 Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Assumption, on Monday, August 15, 2016 from 5:00 p.m. to 7:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

E. Parks, Recreation, and Public Facilities Event Assistant Amber Traini presented the staff report on the request to approve the Freedom 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by Turlock Free Methodist Church, on Saturday, October 8, 2016 from 9:30 a.m. to 12:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event.

Council and staff discussion included the process and factors for the types of special events approved by Council.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Approving the Freedom 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by Turlock Free Methodist Church, on Saturday, October 8, 2016 from 9:30 a.m. to 12:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event. Motion carried 5/0 by the following vote:

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

F. Parks, Recreation, and Public Facilities Event Assistant Amber Traini presented the staff report on the request to approve the Lights of Hope event at Donnelly Park, hosted by The Addict's Mom (TAM), on Saturday, September 10, 2016 from 9:00 a.m. to 10:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event.

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

Action: Motion by Councilmember Jacob, seconded by Councilmember Nascimento, Approving the Lights of Hope event at Donnelly Park, hosted by The Addict's Mom (TAM), on Saturday, September 10, 2016 from 9:00 a.m. to 10:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event. Motion carried 5/0 by the following vote:

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

G. Municipal Services Director Michael Cooke presented the staff report on the request to authorize exceeding the contract amount by $254,375 and the payment of outstanding invoices to Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility; approve Amendment No. 1 to the Agreement with Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility, in an annual amount of $300,000, for the term of the existing contract.

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

Action: **Resolution No. 2016-193** Authorizing exceeding the contract amount by $254,375 and the payment of outstanding invoices to Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

Motion by Councilmember Jacob, seconded by Councilmember Nascimento, Approving Amendment No. 1 to the Agreement with Sierra Chemical Company for Liquid Chlorine for the Turlock Regional Water Quality Control Facility, in an annual amount of $300,000, for the term of the existing contract. Motion carried 5/0 by the following vote:

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

H. Municipal Services Director Michael Cooke presented the staff report on the request to approve a Recycled Water Conveyance Agreement between the City of Modesto and the City of Turlock for the North Valley Regional Recycled Water Program.

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

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Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, Approving a Recycled Water Conveyance Agreement between the City of Modesto and the City of Turlock for the North Valley Regional Recycled Water Program. Motion carried 5/0 by the following vote:

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

Councilmember DeHart stepped down from the dais.

Councilmember DeHart returned to the dais.

I. Regulatory Affairs Manager Garner Reynolds presented the staff report on the request to accept the Hydrogeologic and Water Quality Assessment Report for the evaluation of the geology, hydrogeology, geochemistry, groundwater quality, and groundwater supply in the Turlock area.

Mr. Reynolds introduced consultant Larry Ernst with Wood Rodgers, who presented information about objectives of the study, well field assessment, well profiles, geological setting, arsenic concentration, nitrate concentration, water quality, groundwater levels, well capacity, and potential well locations.

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

Mr. Reynolds noted the study will serve as a roadmap for identifying additional groundwater supplies for the City and offer immediate solutions for wells in need of rehabilitation.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Accepting the Hydrogeologic and Water Quality Assessment Report for the evaluation of the geology, hydrogeology, geochemistry, groundwater quality, and groundwater supply in the Turlock area. Motion carried 5/0 by the following vote:

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

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak requested the City Manager evaluate the Special Event Permit Process relative to the types of events that require Council approval.

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11. COUNCIL COMMENTS:

Councilmember Nascimento acknowledged the citizens in the audience who stayed throughout the duration of the meeting.

Councilmember Bublak thanked Allison Van Guilder and the City Manager for their efforts in developing a sign to be displayed at the Fairgrounds showing appreciation and thanks for Public Safety.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Items.

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

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

Action: No reportable action.

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

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

Action: No reportable action.

DRAFT

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

Action: No reportable action.

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

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn at 10:05 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Jennifer Land
Deputy City Clerk

5B3

AUGUST 30, 2016
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting
Turlock City Council

1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 5:01 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG – The flag salute was led by District 2 Supervisor Vito Chiesa, Stanislaus County Board of Supervisors

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:** None

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

B. STAFF UPDATES

1. City Manager Gary Hampton provided an update on the Special Events Permit application process related to agenda placement, identifying that non-street closure applications for special events and City sponsored/City cosponsored events will be placed on the Consent Calendar, and all other street closures for special events, including reoccurring events, will be placed on Scheduled Matters.

   City Manager Hampton noted a revised Special Event Permit format will be brought forward for consideration at the September 13, 2016 City Council meeting which will include a policy statement of the City Council's position regarding the closure of Main Street.

   Council and staff discussion in regard to street closures included the notification process by the applicant and potential evaluation of that process.

C. PUBLIC PARTICIPATION: None

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

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

5. **CONSENT CALENDAR:**

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

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

DRAFT

A. **Resolution No. 2016-194** 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 No. 2016-195** 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 No. 2016-196** 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, Hughson, 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 No. 2016-197** 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

7. SCHEDULED MATTERS:

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

Mayor Soiseth asked for public comment.

Robert Puffer thanked the Parks, Recreation and Public Facilities Department for their efforts on the skate park. Mr. Puffer also spoke in favor of moving forward with this item and offered suggestions that the property could be used as a gymnasium or open area for roller skating or roller hockey.

Gil Esquer spoke in favor of this item for reasons including it would be beneficial for the community and offered suggestions that the property could be used to provide an area for internet service for those who don't have computers and for sporting activities such as basketball and volleyball.

Mayor Soiseth closed public comment.

Council discussion included the possibilities this opportunity could provide to the west side of Turlock.

Action: **Resolution No. 2016-198** 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 was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

B. Parks, Recreation, and Public Facilities Event Assistant Amber Traini presented the staff report on the 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.

Ms. Traini informed Council of the possibility the applicant may need to move the event to October 21, 2016 as a result of recent findings at the stadium at Turlock High School, in which case the item will be renoticed by the applicant and brought forward at a future Council meeting.

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

Council and staff discussion included refiling fees should the applicant need to refile their application.

Action: **Resolution No. 2016-199** 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 was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

Resolution No. 2016-200 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 was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

C. Fire Chief Talloni and Fire Captain Casey Cockrell presented the staff report on the 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.

Council and staff discussion included a timeline for receiving the units and conducting necessary training, operation and maintenance issues with current units, and benefits of the purchase.

Mayor Soiseth asked for public comment.

Robert Puffer inquired about training costs and model year of SCBA units.

Mayor Soiseth closed public comment.

Mayor Soiseth spoke regarding the importance the City Council places on health and safety issues and the need to bring such matters to the City Council, through the City Manager, in a timely manner.

Action: **Resolution No. 2016-201** 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 was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

D. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the 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.

Council and staff discussion included statistics related to participation and monies expended during the pilot program.

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

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

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

Resolution No. 2016-202 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 was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

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

City Manager Hampton introduced Acting Police Chief Nino Amirfar. Acting Police Chief Amirfar noted it is an honor to serve and that he looks forward to Council meetings and moving the Department forward.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak requested future consideration for a briefing from Development Services Director Mike Pitcock regarding recent railroad track repairs.

Mayor Soiseth stated there will be a future staff update provided at the September 27, 2016 City Council meeting regarding the progress being made at the Fire Department training grounds and the installation of exhaust removal equipment.

10. COUNCIL COMMENTS: None

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 5:59 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5C

City Council Synopsis
September 13, 2016

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1, in the amount of $3,841 (Fund 301), for City Project No. 15-52 "Senior Center Ceiling Replacement," bringing the contract total to $42,251

2. DISCUSSION OF ISSUE:

On July 12, 2016, Council awarded a contract in the amount of $38,410 to Bigler Construction of Turlock, California for City Project No. 15-52 "Senior Center Ceiling Replacement."

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	$38,410	July 12, 2016
Change Order No. 1	$3,841	September 13, 2016
Adjusted Total Contract	$42,251	

Change Order No. 1:

1. Blocking and framing adjustments ($3,841)

The scope of work of the contract includes installation of textured and painted gypsum board in the banquet area to replace the existing ceiling tile system. The contractor removed the ceiling tile system and discovered that there is inadequate blocking and framing to install drywall along the north and south edges of the banquet room and alongside one edge of a structural beam. There are other areas where the existing framing needs to be altered and repaired to allow for proper edge nailing of the new gypsum board. Change Order No. 1 adds additional blocking and alteration of existing framing to provide adequate support for edge nailing of the new gypsum board.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

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

B. The additional blocking and framing work is required to properly fasten the gypsum board to the banquet room ceiling.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:
5. Safe, well designed and attractively maintained parks and facilities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The cost of this extra work is covered by the construction contingency. Funds are available in the project's account number 301-50-520.51300 "Construction Repairs/Improvements."

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

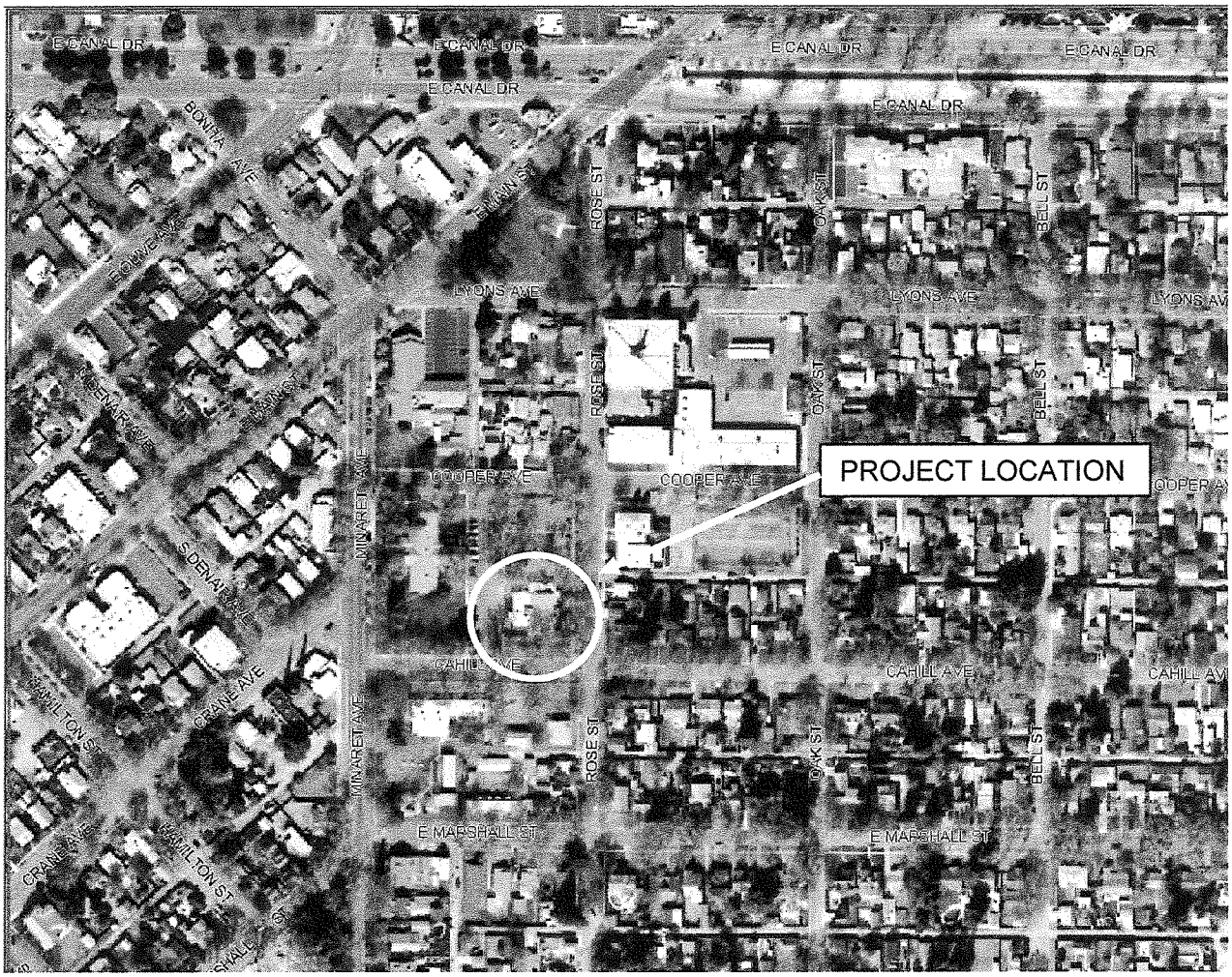
On July 12, 2016, Council made the determination this project is exempt from the provisions of the California Environmental Quality Act (CEAQ) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines. This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

A. Deny Change Order No. 1. Staff does not recommend this alternative as the work is necessary to properly fasten the gypsum board to the banquet room ceiling.

CITY PROJECT NO. 15-52

SENIOR CENTER CEILING REPLACEMENT



CONTRACT CHANGE ORDER

Date issued: September 13, 2016 **Change Order No.:** 1
Project Name: Senior Center Ceiling Replacement

Bigler Construction
304 E. Barnhart Rd.
Turlock, California 95382
209-632-2644

Project No.: 15-52
Original Contract Amount: $38,410.00
Contract Award Date: July 12, 2016

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

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Blocking and framing adjustments	LS	1	$3,841.00	$3,841.00
			Total this CCO=		$3,841.00
The original contract sum =					$38,410.00
Net change by previous change orders =					$0.00
The contract sum will (increase) in the amount of =					$3,841.00
The new contract sum including this change order will be =					$42,251.00
The contract time adjustment will be deferred to a future Change Order until the actual time impact is known					

Accepted: _____ **Date:** _____
Bigler Construction, Contractor

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

Approved: _____ **Date:** _____
City Manager

5D

City Council Synopsis
September 13, 2016

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1, in the amount of $4,200 (Fund 246) for City Project No. 15-64 "Slurry Seals 2016," bringing the contract total to $677,206

2. DISCUSSION OF ISSUE:

On June 14, 2016, Council awarded a contract in the amount of $673,006 to VSS International, Inc. of West Sacramento, California for City Project No. 15-64 "Slurry Seals 2016."

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	$673,006	June 14, 2016
Change Order No. 1	$ 4,200	September 13, 2016
Adjusted Contract Total	$677,206	

Change Order No. 1:

A portion of this project will install slurry seal over Countryside Drive from Fulkerth Road to Sun Valley Court, Monte Vista Avenue from Golden State Boulevard to Tegner Road and Tegner Road from Monte Vista Avenue to Pedretti Park. Due to the large traffic volume in the above areas, the contractor is required to install the slurry seal during the night. Due to lower temperatures associated with night work, a different mix design is recommended as opposed to the day time mix that was specified in the bid documents. A slurry seal is a mixture of oil, sand, rock and water that sets up as the water evaporates. The lower temperatures slows the evaporation process thus it is recommended that a polymer be added to the mix design to enhance evaporation at low temperatures. This change order is to cover the additional costs associated with the polymer addition and will provide for an enhanced slurry seal product on these arterials.

OK for Agenda

All changes are in accordance with the Contract Documents and in accordance with the Standard Specifications and Drawings and as directed by the City Engineer.

3. BASIS FOR RECOMMENDATION:

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

B. The changes were needed to meet the requirements for night work.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

4. Transportation infrastructure that serves the needs of the community:
   a) Well maintained local streets and roads

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in account number 246-60-600.43700 "Slurry Seals" and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of $673,006 will be increased in the amount of $4,200, for an increase of 0.6%, bringing the total contract to $677,206.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On June 14, 2016, Council made the determination this project is exempt from the provisions of the California Environmental Quality Act (CEAQ) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines. This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

A. Deny the change order. Staff does not recommend this because this change order is for a product that is needed to install the slurry seal during the night.

CONTRACT CHANGE ORDER

Date issued: 13-Sep-16 **Change Order No.:** 1
Project Name: Slurry Seals 2016

VSS International, Inc.
3785 Channel Drive
West Sacramento, California 95691

Project No.: 15-64
Contract For: $673,006.00
Contract Award Date: June 14, 2016

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

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Change to PMCQS	LS	1	$4,200.00	$4,200.00
			Total this CCO=		$4,200.00
The original contract sum =					$673,006.00
Net change by previous change orders =					$0.00
The contract sum will (increase) in the amount of =					$4,200.00
The new contract sum including this change order will be =					$677,206.00
No days will be added to the Contract.					

Accepted: _____ **Date:** _____
VSS International, Inc., Contractor

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

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

City Council Synopsis
September 13, 2016

5E

million acts of kindness

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 16-64 "Rube Boesch Center Fence Installation" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines

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Resolution: Accepting a monetary donation in the amount of $10,000 from the Turlock Lions Club for the "Rube Boesch Center Fence Installation" project in accordance with Government Code Section 37354

Motion: Awarding bid and approving an agreement, in the amount of $21,534 (Fund 301), with All Steel Fence, Inc. of Lathrop, California, for City Project No. 16-64 "Rube Boesch Center Fence Installation"

Resolution: Appropriating $28,000 to account number 301-50-520.51300 "Construction Repairs/Improvements," to be funded from Fund 301 "Capital Improvement" Reserve Balance, for City Project No. 16-64 "Rube Boesch Center Fence Installation" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On August 8, 2016 the City of Turlock issued a Request for Proposals for City Project No. 16-64 "Rube Boesch Center Fence Installation." A single proposal was received from All Steel Fence, Inc. for the construction of City Project No. 16-64 "Rube Boesch Center Fence Installation." All Steel Fence, Inc. of Lathrop, California, was the lowest apparent bidder.

OK for Agenda

Bid Summary:

COMPANY NAME	BID AMOUNT
All Steel Fence, Inc.	$21,534.00

The purpose of this project is to provide extra security to the Rube Boesch Center through the installation of a decorative iron fence. The main elements of the scope of work for this project consist of:

- 218 linear feet of 6 foot black powder coated 2-rail Regal-style ornamental iron fence
- Three access gates (4, 5, and 7 foot width respectively)

3. BASIS FOR RECOMMENDATION:

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

B. The Rube Boesch Center has a need for extra security due to vagrants vandalizing the building.

C. The Turlock Lions Club utilizes the facility regularly and has invested in the construction of an outdoor barbecue. Vagrants have repeatedly vandalized the barbecue and surrounding area. In order to eliminate this activity, the Turlock Lions Club proposed the installation of a fence to secure the area and has offered to donate $10,000 toward the project.

D. Per Government Code Section 37354, the City Council may accept or reject any gift made for any public purpose.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

Policy Goal # 4 Municipal Infrastructure

General Principles:

5. Safe, well designed and attractively maintained parks and facilities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$ 28,000	$ 21,534	$ 2,153.40	$ 3,186.05	$ 1,126.55

This project was not anticipated at the time of preparation of the Fiscal Year 2016-17 budget, and therefore funding was not identified. However, with the donation from the Turlock Lions Club and the appropriation of funds as identified above, sufficient funding will be available in account number 301-50-520.51300 "Construction Repairs/Improvements."

No General Fund money will be used for this project.

Staff has conferred with Finance in preparing this report.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project consists of installing a fence on the property.

7. ALTERNATIVES:

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

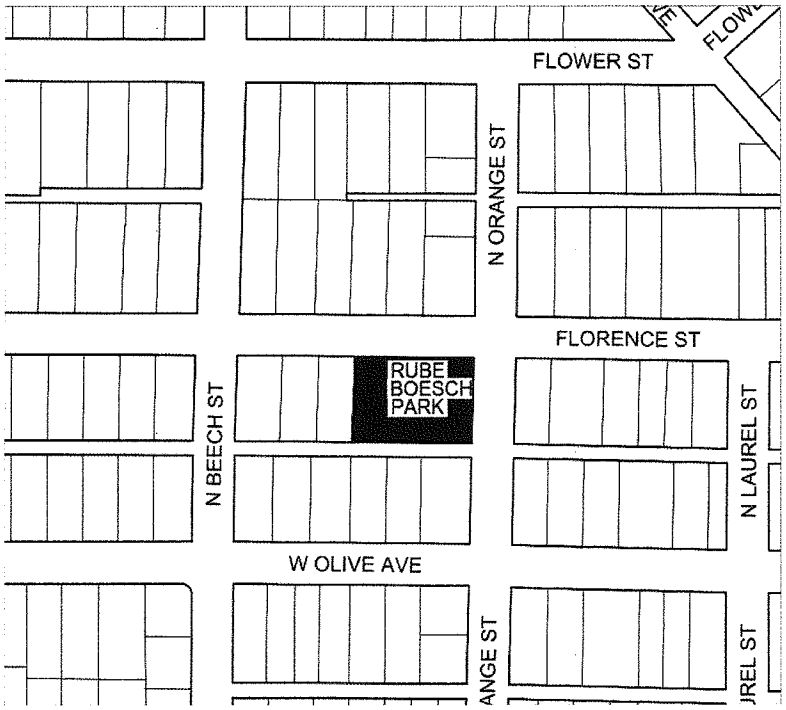
B. Reject the bid and not approve the agreement. Staff does not recommend this alternative because the improvements are needed to provide security to the building.

C. Not to accept this gift. Staff does not recommend this alternative, as this gift is for a public purpose and will help to offset the costs of the project.

D. Reject the appropriation of funds. This is not recommended by staff as funds are available for this project.

CITY PROJECT NO. 15-64

Rube Boesch Center Fence Installation



The project location is shaded.

CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Rube Boesch Center Fence Installation

PROJECT NUMBER: 16-64

BID OPENING: 12:00 PM Friday, August 12, 2016

ANTICIPATED COUNCIL AWARD DATE: September 13, 2016

				ENGINEER'S EST.		All Steel Fence Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Install Iron Fence and Gates	LS	1	$22,000.00	$22,000.00	$21,534.00	$21,534.00
Total =					**$22,000.00**		**$21,534.00**

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-64
Rube Boesch Center Fence Installation

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

ALL STEEL FENCE INC.
146 Klo Road,
Lathrop, CA 95330

hereinafter called "Contractor" on this 13th day of September, 2016 (hereinafter called the "Agreement").

RECITALS

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

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

C On September 13, 2016, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: install iron fence and iron gates, and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, Standard Drawings and these Special Provisions.

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

2. **The Contract:**

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

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

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

3. **Schedule:**

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

4. **Equipment & Performance Of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 16-64, "Rube Boesch Center Fence Installation ."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. **Contract Price:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Twenty One Thousand Five Hundred Thirty Four and NO/100ths Dollars ($21,534.00).** Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**
The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Fifteen (15)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

8. **Option Of City To Terminate Agreement In Event Of Failure To Complete Work:**
If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **Delay Damages:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **One Hundred Fifty** and no/100ths Dollars

($150.00) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining To Payment For Work:

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

12. Permits, Compliance With Law:

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

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

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

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

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

FORCE ACCOUNT

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

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

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

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

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

Labor

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

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

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

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

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
   1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
   1.2. Current during the work paid by force account.
   1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
      1.3.1. Rented from equipment business the Contractor does not own.
      1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
   2.1. Rented from equipment business the Contractor does not own.
   2.2. The Engineer establishes a rate of $10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50

5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

Non-Owner-Operated Dump Truck Rental

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

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

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

17. Change Of Contract Time:

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

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

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

a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

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

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

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

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

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

22. Contract Security:

This section is applicable if the bid amount is $25,000 or greater. Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. Hold-Harmless Agreement And Contractor's Insurance:

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

24. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its

agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

(4) Surety bonds as described below.

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability

policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

(i) Surety Bonds: Performance Bond and a Payment Bond are not required with this project.

25. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. Wages & Hours Of Employment:

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

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

27. Emergency - Additional Time For Performance - Procurement Of Materials:

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

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

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

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

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

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

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

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

30. Notices:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. CITY CONTRACT ADMINISTRATOR:

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

Randall Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: RJones@turlock.ca.us

32. Interpretation:

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

33. Antitrust Claims:

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

34. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 24 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

_____
Print Name

Address:_____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING CITY PROJECT NO. 16-64 "RUBE BOESCH CENTER FENCE INSTALLATION" IS EXEMPT FROM THE PROVISIONS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15303(E) (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

WHEREAS, the California Environmental Quality Act (CEQA) requires that the lead agency for the project make a determination as to whether an activity is subject to CEQA; and

WHEREAS, the purpose of City Project No. 16-64 "Rube Boesch Center Fence Installation" is to install an iron fence for increased safety; and

WHEREAS, Section 15303(e) (New Construction or Conversion of Small Structures) of the CEQA Guidelines categorically exempts projects that consist of the installation of accessory structures including fences.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 16-64 "Rube Boesch Center Fence Installation" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15303(e) (New Construction or Conversion of Small Structures) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

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 ACCEPTING A MONETARY DONATION IN THE AMOUNT OF $10,000 FROM THE TURLOCK LIONS CLUB FOR THE "RUBE BOESCH CENTER FENCE INSTALLATION" PROJECT IN ACCORDANCE WITH GOVERNMENT SECTION CODE 37354	**RESOLUTION NO. 2016-**

WHEREAS, the Turlock Lions Club has invested in the construction of an outdoor barbeque at the Rube Boesch Center; and

WHEREAS, vagrants have repeatedly vandalized the barbeque and surrounding area; and

WHEREAS, in order to eliminate this activity, the Turlock Lions Club proposed the installation of a fence to secure the area; and

WHEREAS, the Turlock Lions Club has offered to donate $10,000 toward the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept a monetary donation in the amount of $10,000 from the Turlock Lions Club for the "Rube Boesch Center Fence Installation" project in accordance with Government Code Section 37354.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $28,000 TO ACCOUNT NUMBER 301-50-520.51300 "CONSTRUCTION REPAIRS/IMPROVEMENTS," TO BE FUNDED FROM FUND 301 "CAPITAL IMPROVEMENT" RESERVE BALANCE, FOR CITY PROJECT NO. 16-64 "RUBE BOESCH CENTER FENCE INSTALLATION" TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THIS PROJECT	**RESOLUTION NO. 2016-**

WHEREAS, the purpose of City Project No. 16-64 "Rube Boesch Center Fence Installation" is to install an iron fence for increased safety; and

WHEREAS, by separate action, Council previously accepted donations to partially fund this project; and

WHEREAS, additional funds are required to fully fund project costs; and

WHEREAS, the proposed reserve funds are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $28,000 to account number 301-50-520.51300 "Construction Repairs/Improvements," to be funded from Fund 301 Capital Improvement Reserve Balance, for City Project No. 16-64 "Rube Boesch Center Fence Installation" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5F

City Council Synopsis
September 13, 2016

million acts of kindness

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

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Lien Agreement between the City of Turlock and Zandy Investments, LLC (owner of 2800 Paulson Road, Turlock, California) for deferred payment of Capital Facility Fees (CFF)

2. DISCUSSION OF ISSUE:

On October 27, 2009, City Council adopted a new fee deferral program for commercial and industrial development in an effort to provide financial flexibility to the development community. The purpose of the fee deferral program was to make it financially feasible for the development community to construct improvements during a sluggish economy yet ensure that full payment of fees were received by the City at the conclusion of the deferral period.

On October 25, 2011, again on October 22, 2013 and March 22, 2016, City Council extended the fee deferral program for an additional twenty-four (24) months. The program afforded the opportunity for commercial and industrial development projects to defer its CFF, North West Triangle Specific Plan (NWTSP) and Westside Industrial Specific Plan (WISP) fees as follows:

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

OK for Agenda

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

Zandy Investments, LLC, is proposing to construct and operate a fifteen (15) resident assisted living facility at 2800 Paulson Road which is located in Stanislaus County jurisdiction but within the City of Turlock sphere of influence. Zandy Investments, LLC has requested to pay Capital Facility Fees (CFF) in the amount of $37,834.27 over a five (5) year period. While the facility is a residential care facility, its business model is more aligned with a commercial business thus should be considered for the fee deferment program. The attached Lien agreement would require the fees to be paid over a five (5) year period, subject to a 0.32% interest rate and additional costs associated with the annual ENR index adjustments. The ENR index is the mechanism the City uses to adjust fees quarterly in an effort to takes into account construction cost inflation.

3. BASIS FOR RECOMMENDATION:

A. The economy, while improved, is still sluggish and this deferral agreement can help facilitate the development of a fifteen (15) resident assisted living facility at 2800 Paulson Road which is located in Stanislaus County jurisdiction but within the City of Turlock sphere of influence.

B. Development of the Facility will provide jobs for the local economy.

C. All agreements must be approved by the City Council.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the City Policy Goals and Implementation Plan as this item pertains to the City's efforts to provide financial flexibility to the development community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

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

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject a Lien Agreement for deferred payment of CFF fees between the City of Turlock and Zandy Investments, LLC and direct staff to collect the full impact fees.

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

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

LIEN AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND
ZANDY INVESTMENTS, LLC
FOR
DEFERRED PAYMENT OF DEVELOPMENT IMPACT FEES

THIS AGREEMENT is made and entered into this 13th day of September, 2016, between the **CITY OF TURLOCK** (hereinafter referred to as "City") and **ZANDY INVESTMENTS, LLC,** a California Limited Liability Company (hereinafter referred to as "Undersigned"), who is the owner of the property described in Exhibit A attached hereto and made a part of this Agreement.

WHEREAS, the Undersigned, has purchased the property at 2800 Paulson Road, Turlock CA 95380; and

WHEREAS, the Undersigned is constructing a signal story fifteen (15) resident assisted living facility outside of the current City limits but within the City's sphere of influence; and

WHEREAS, the Undersigned, City impact fees total $37,979.70; and

WHEREAS, the undersigned has agreed to pay $145.43 of the $37,979.70 prior to building permit issuance from the County and has requested that the City Capital Facility fees associated with the development in the amount of $37,834.27 be deferred and paid over a five (5) year period; and

WHEREAS, the deferred fees are as follows:

CAPITAL FACILITY FEE ROAD	$27,171.00
CAPITAL FACILITY FEE POLICE	$2,569.65
CAPITAL FACILITY FEE GENERAL GOVERNMENT	$5,606.70
CAPITAL FACILITY FEE FIRE	$1,384.95
CAPITAL FACILITY FEE ADMINISTRATION	$1,101.97
Total Deferral	$37,834.27

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

OK for Agenda

Payment No.	Due Date	Amount + Unpaid Balance	Annual Compounded Interest Rate (0.32%)	Current ENR/ Original ENR (881.34)	Total Payment Due
1	9/13/17	$3,783.43	** TBCA **	** TBCA **	** TBCA **
2	9/13/18	$5,675.14+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
3	9/13/19	$7,566.85+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
4	9/13/20	$9,458.57+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
5	9/13/21	$11,350.28+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **

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

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

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

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

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

CITY OF TURLOCK, a municipal corporation

By _____
Gary Soiseth, Mayor
or

By _____
Gary R. Hampton, City Manager

[the signature above must be notarized]

APPROVED AS TO FORM:

By _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

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

ATTEST:

By _____
Kellie Weaver, City Clerk

ZANDY INVESTMENTS, LLC

By _____
Owner(s)

By _____
Print Name of signer/Title

[the signature above must be notarized]

Zandy Investments, LLC
c/o Mr. Vartan Hekimian
2034 Minarets Ave.
Fresno, CA 93711
(559-577-4239)

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

State of CALIFORNIA }
County of STANISLAUS }

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

EXHIBIT A

DESCRIPTION

THE PROPERTY DESCRIBED IN GRANT DEED RECORDED OCTOBER 27, 2015 AS DOCUMENT NO. 2015-0084784-00 IN STANISLAUS COUNTY RECORDS.

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City Council Synopsis
September 13, 2016

million acts of kindness

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

Prepared By: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the Certified Farmers' Market located on city property, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15323 (Normal Operations of Facilities for Public Gatherings) and Section 15304(e) (Minor Alterations to Land) of the CEQA guidelines

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Motion: Approving Amendment No. 1 to the Revocable License Agreement between the City of Turlock and Golden State Farmers' Market Association for the operation, management and marketing of a certified farmers market located on City of Turlock property and designating Central Park located at 115 S. Golden State Blvd. as an additional license area

2. DISCUSSION OF ISSUE:

A series of three (3) meetings were held with Downtown business representatives and City staff to address concerns regarding negative business impacts associated with the farmers' market street closure. Through these discussions, City staff learned about financial impediments experienced by Downtown businesses due to recurring street closures and determined the market would be better suited in an alternate location. In order to respond to business owners concerns quickly, City staff worked with the Operator to identify an alternate location for the market, identifying Central Park as the best option. The Operator agreed to move effective August 7, 2016 and anticipates remaining at that location until the end of the market season.

Paragraph 1 of the Revocable License Agreement between the City of Turlock and Golden State Farmers' Market Association indicates the Operator may request the use of additional license areas for consideration by the City. In preparation for next market season, the agreement will be updated to reflect the additional license area at Central Park.

OK for Agenda
pm 9.8.16

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
3. Support the business community.
5. Promote and support tourism.

Action Item:
1. Maintain and build new relationships with the commercial business sector.
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of CEQA in accordance with Section 15323 (Normal Operations of Facilities for Public Gatherings) as this type of activity has been conducted on City Property for more than three (3) years. The community has welcomed similar activities for many years in the Downtown Improvement District and has become accustomed to the associated impacts.

This project is also exempt from the provisions of CEQA in accordance with Section 15304(e) of the CEQA Guidelines (Minor Alterations to Land). This provision applies to minor temporary uses of land having negligible or no permanent effects on the environment including carnivals, sales of Christmas trees, etc. The temporary impacts of a farmers' market include but are not limited to, vendor booths, music and temporary traffic closures.

7. ALTERNATIVES:

1. Council may identify other license areas on City of Turlock property for the farmers' market.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CERTIFIED FARMERS' MARKET, LOCATED ON CITY PROPERTY, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15323 (NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS) AND SECTION 15304(e) (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

WHEREAS, the City plans to temporarily modify the use of land at Central Park, located at 115 S. Golden State Blvd. for a special event that will result in the temporary closure of the park, 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

WHEREAS, this project is exempt from the provisions of CEQA in accordance with Section 15323 Normal Operations of Facilities for Public Gatherings as this type of activity has been conducted on City Property for more than three (3) years and the community has become accustom to similar activities for many years in the Downtown Improvement District; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the Certified Farmers' Market, located on City Property, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15323 (Normal Operations of Facilities for Public Gatherings) and Section 15304(e) (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 13th day of September, 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

5H

City Council Synopsis
September 13, 2016

million acts of kindness

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

Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an update to the City of Turlock Special Event Permit application, adopted fees, and proposed policies for event applications received on or after September 14, 2016 to include a Council policy reference regarding street closures

2. DISCUSSION OF ISSUE:

On May 10, 2016, Council adopted a revised Special Event Permit application, fees, and associated policy. The application is used to evaluate and approve all requests for special events taking place or having an impact on public property and may or may not involve a street closure.

As a result of recent discussions with Downtown businesses, staff is recommending an update to the Special Event Permit application which will now include a Council policy reference regarding downtown street closures. This comes as the result of conversations with Downtown businesses experiencing negative financial impacts due to recurring street closures in the downtown core.

The Council policy reference will be as follows and will be included in the Special Event Permit application.

"The City of Turlock City Council's philosophy is that Main Street is the primary route used to access businesses in the Downtown Core. Thus, anytime Main Street is closed, businesses in the Downtown core are directly impacted. It is acknowledged (by Council, Downtown businesses, and community) that Main Street will be closed for short periods to accommodate community celebrations such as the 4th of July Parade/Car show, Turlock High Homecoming Parade, Festival of Lights, and the Christmas Parade. During these periods of closure City Staff will do their due diligence with the goal of promoting the community celebration while having the least impact to the Downtown Businesses. It is also understood that single day/one time closures have less of an impact on the

OK for Agenda

Downtown businesses than recurring events/streets closures, however there is in fact still an impact. Therefore, with the Downtown businesses in mind, City Council discourages the use of Main Street for Special Events which require a street closure, as well as believe that absent extraordinary circumstances recurring street closures on Main Street shall not be permitted."

3. BASIS FOR RECOMMENDATION:

Policy Goal #5 **Economic Development**

General Principle:
5. Promote and support tourism.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional fiscal impacts will result as part of this action.

5. CITY MANAGER'S COMMENTS:

Supports implementation of the updated policy and application.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose to make changes to the Special Event Permit application or policies.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN UPDATE TO THE CITY OF TURLOCK SPECIAL EVENT PERMIT APPLICATION, ADOPTED FEES, AND PROPOSED POLICIES FOR EVENT APPLICATIONS RECEIVED ON OR AFTER SEPTEMBER 14, 2016 TO INCLUDE A COUNCIL POLICY REFERENCE REGARDING STREET CLOSURES	**RESOLUTION NO. 2016-**

WHEREAS, on May 10, 2016, Council adopted a revised Special Event Permit application, fees, and associated policy; and

WHEREAS, the application is used to evaluate and approve all requests for special events taking place or having an impact on public property and may or may not involve a street closure; and

WHEREAS, staff is recommending an update to the Special Event Permit application to include a Council policy reference regarding downtown street closures; and

WHEREAS, the revised application will include the following policy language, "The City of Turlock City Council's philosophy is that Main Street is the primary route used to access businesses in the Downtown Core. Thus, anytime Main Street is closed, businesses in the Downtown core are directly impacted. It is acknowledged (by Council, Downtown businesses, and community) that Main Street will be closed for short periods to accommodate community celebrations such as the 4th of July Parade/Car show, Turlock High Homecoming Parade, Festival of Lights, and the Christmas Parade. During these periods of closure City Staff will do their due diligence with the goal of promoting the community celebration while having the least impact to the Downtown Businesses. It is also understood that single day/one time closures have less of an impact on the Downtown businesses than recurring events/streets closures, however there is in fact still an impact. Therefore, with the Downtown businesses in mind, City Council discourages the use of Main Street for Special Events which require a street closure, as well as believe that absent extraordinary circumstances recurring street closures on Main Street shall not be permitted".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an update to the City of Turlock Special Event Permit application, adopted fees, and proposed policies for event applications received on or after September 14, 2016 to include a Council policy reference regarding street closures.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Special Event Application and Policies

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

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

One-Time or Annual Events

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

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

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

Reoccurring Events (weekly, monthly)

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

Main Street Closures

The City of Turlock City Council's philosophy is that Main Street is the primary route used to access businesses in the Downtown Core. Thus, anytime Main Street is closed, businesses in the Downtown core are directly impacted. It is acknowledged (by Council, Downtown businesses, and community) that Main Street will be closed for short periods to accommodate community celebrations such as the 4th of July Parade/Car show, Turlock High Homecoming Parade, Festival of Lights, and the Christmas Parade. During

these periods of closure City Staff will do their due diligence with the goal of promoting the community celebration while having the least impact to the Downtown Businesses. It is also understood that single day/one time closures have less of an impact on the Downtown businesses than recurring events/streets closures, however there is in fact still an impact. Therefore, with the Downtown businesses in mind, City Council discourages the use of Main Street for Special Events which require a street closure, as well as believe that absent extraordinary circumstances recurring street closures on Main Street shall not be permitted.

Permit Categories

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

Permit Deadlines

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

Permit Fee -

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

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

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

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

Damage/Cleaning Deposit
Due at time of application submission & refunded upon event review and conclusion.....$250.00

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

Resource Sheet

City of Turlock - Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380
Phone: (209) 668-6009 Email: specialevents@turlock.ca.us

Liquor License
Alcohol Beverage Control
31 Channel St. #168
Stockton, CA 95202
(209)948-7739 www.abc.ca.gov

Noise Permit
Neighborhood Services
244 N. Broadway
Turlock, CA 95380
Phone: (209) 664-7348 Email: neighborhoodservices@turlock.ca.us

Office Hours:
Monday - Friday, 8AM - 5PM

Insurance Requirements
Municipal Code 1-6-01
City of Turlock Website www.ci.turlock.ca.us

Search: Municipal Code

Storm Water Management and Urban Runoff Pollution Control
Municipal Code 6-8
City of Turlock Website www.ci.turlock.ca.us

Search: Municipal Code

City of Turlock – Business License
156 S Broadway
Turlock CA 95380
Phone (209) 668-5570 Email: Finance@turlock.ca.us

Acknowledgment of Policies and Procedures

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

_____ **Alcohol**

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

_____ **Amplified Sound**

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

_____ **Cancellation**

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

_____ **Clean-Up**

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

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

_____ **Recycling**

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

_____ **Damages**

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

_____ **Fees/Deposit**

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

Acknowledgment of Policies and Procedures Cont.

_____ **City Event Costs**
Initial Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.

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

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

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

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

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

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

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

Acknowledgment of Policies and Procedures Cont.

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

_____ **Additional Fees**
Initial 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.

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

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

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

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

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

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

Applicant's Signature_____ **Date**_____

Print Name_____

Special Event Application

Category of Event	
Category 1	☐
Category 2	☐
Category 3	☐
Will alcohol be served? Yes ☐ No ☐	

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

How often will your event occur?

One Time ☐

Annually ☐

Other ☐

Frequency of event? _____

Applicant Information

Applicant/Contact Name:_____

Contact Phone:_____ Alternate Phone:_____

Address:_____

City:_____ Zip:_____

E-mail Address:_____

Business/Organization Information (if applicable)

Organization Name:_____

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

Business License #:_____

Event Information

Event Title:_____

Event Location:_____

Event Date(s):_____

On-Site Contact:_____

Phone #:_____ Secondary Phone #:_____

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

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

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

Estimated Attendance:_____

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

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

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

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)

YES NO

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

_____

_____

_____

Sanitation Needs

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

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

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

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

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

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

Please explain your plan for disposing of all waste:

_____

_____

_____

Amplified Sound

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

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

Alcohol

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

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

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

Event Details Cont.

Security

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

If yes, who will you be using? Name of Company:_____
City: _____
Day Time Telephone:_____
Fax:_____
Cell:_____

Number of Security Guards to be present:_____

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

Will event include food vendors? (circle one) YES NO
*Event organizer must obtain health permits from all food vendors
*Depending on event details additional Fire Codes may be required to be met

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

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	YES	NO	_____
Automobiles/Trucks	YES	NO	_____
Bicycles/Foot Races	YES	NO	_____
			Is event being advertised as (circle one) N/A RACE FUN RUN
Booths/Stands	YES	NO	_____
Emergency Vehicle Access	YES	NO	_____
Medical/First Aid Station(s)	YES	NO	_____
Parking	YES	NO	_____
			Approximately how many spaces needed:_____
Rides/Bounce House	YES	NO	_____
Tents/Canopies	YES	NO	_____
City Property/Equipment	YES	NO	_____
Open Flame	YES	NO	_____
Stage	YES	NO	_____
Power Source	YES	NO	_____

OTHER YES NO

_____

_____

_____

_____

_____

_____

Site Plan/Public Right of Way Closure Route

The City of Turlock City Council's philosophy is that Main Street is the primary route used to access businesses in the Downtown Core. Thus, anytime Main Street is closed, businesses in the Downtown core are directly impacted. It is acknowledged (by Council, Downtown businesses, and community) that Main Street will be closed for short periods to accommodate community celebrations such as the 4th of July Parade/Car show, Festival of Lights, and the Christmas Parade. During these periods of closure City Staff will do their due diligence to obtain a goal of promoting the community celebration while having the least impact to the Downtown Businesses. It is also understood that single day/one time closures have less of an impact on the Downtown businesses than recurring events/streets closures, however there is in fact still an impact. Therefore, with the Downtown businesses in mind, City Council discourages the use of Main Street for Special Events which require a street closure, as well as believe that absent extraordinary circumstances recurring street closures on Main Street shall not be permitted.

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

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

EVENT LOCATION:_____

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,

_____,

[PRINT NAME]

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

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

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

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

Applicant Signature: _____ DATE: _____

Print Name:_____

City personnel Signature: _____ DATE: _____

Print Name:_____

Event Form Authorization

Event Name: _____

Event Location: _____

Event Contact Name:_____ Date of Birth: _____

Contact Address: _____

City: _____ Zip Code: _____ Phone:_____

To Be Completed By City Personnel Only

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.

Post Event Evaluation

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

Event Date: _____

Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

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

1 2 3 4 5

Comments_____

_____

_____

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

1 2 3 4 5

Comments_____

_____

_____

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

1 2 3 4 5

Comments_____

_____

_____

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

1 2 3 4 5

Comments_____

_____

_____

_____

_____

Is this event considered in good standing? YES NO

City Personnel Signature_____ **Date**_____

City Council Synopsis

September 13, 2016

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Walk for Life event utilizing the public right-of-way (sidewalks), hosted by Turlock Pregnancy and Health Center, on Saturday, October 8, 2016 from 8:00 a.m. to 2:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

2. DISCUSSION OF ISSUE:

On June 9, 2016, applicant Jill GuRue of Turlock Pregnancy and Health Center submitted a Special Event Permit Application with the Parks, Recreation and Public Facilities Department for the "Walk for Life" event to be held on, October 8, 2016 from 8:00 a.m. to 2:00 p.m. The proposed walk event route will start at Donnelly park traveling East on Pedras Road, North on Geer Road, West on Regis Street, the participants will visit the Pregnancy and Health Center located at 134 Regis Street, Suite B, then continue the route back to the park traveling East on Regis Street, North on Geer Road to the marked crossing, South on Geer Road, West on Hawkeye Avenue, and North on Donnelly Park Drive. This route will only use the sidewalks along the route. Street closures are not required for this event.

The event coordinator has been given direction by City Staff and agreed to inform all participants they must follow all traffic laws. City Staff has directed the event coordinator to have highly visible volunteers (to motorist and walk participants) at all legal and/or marked crossings, to which the applicant has agreed. Volunteers are not to direct traffic in any capacity and should only serve as a warning.

Staff supports the approval of this event as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City, along with other standard conditions and requirements as determined by the City Manager.

OK for Agenda

City of Turlock Special Event committee has reviewed this application.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
5. Promote and support tourism.

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	☐
Category 2	☐
Category 3	☒
Will alcohol be served? Yes ☐ No ☒	

City Personnel Use Only
Event #:
Date Received: 6/9/16
Date Approved:
Permit Fee:
Alcohol Fee:
Late Fee:
Payment Date:

How often will your event occur?

One Time ☐

Annually ☒

Other ☐

Frequency of event? _____

Applicant Information

Applicant/Contact Name: Turlock Pregnancy & Health Center / Jill GeRue

Contact Phone: 209-656-9898 Alternate Phone: _____

Address: 134 Regis Street, Suite B

City: Turlock Zip: 95382

E-mail Address: jill@turlockphc.com

Business/Organization Information (if applicable)

Organization Name: Turlock Pregnancy & Health Center

If Non-Profit please provide Federal ID #: 26-2828086 (attach proof of non-profit status)

Business License #: 585561

Event Information

Event Title: Walk For Life 2016

Event Location: Donnelly Park

Event Date(s): 10/8/16

On-Site Contact: Jill GeRue

Phone #: 209-656-9898 Secondary Phone #: _____

Set-up Start Time: 8:00Am Event Start Time: 9:30Am

Event End Time: 12:00pm Clean-up Completion Time: 2:00pm

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

Estimated Attendance: 150

Will you charge admission? YES (NO) If yes, what is the cost of entry? N/A

Will you charge for parking? YES (NO) If yes, what is the cost to park? N/A

If yes, Where will the paid parking be located? N/A

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? using cans @ park

Please explain your plan for disposing of all waste:

we have pop up recycling bins

_____

_____

Amplified Sound

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

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

Alcohol

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

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

If Liquor License has already been obtained please provide #: N/A

Event Details Cont.

Security

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

If yes, who will you be using? Name of Company:_____
City: _____
Day Time Telephone:_____
Fax:_____
Cell:_____

Number of Security Guards to be present: 0

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 N/A

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	YES	(NO)	_____
Automobiles/Trucks	YES	(NO)	_____
Bicycles/Foot Races	YES	(NO)	it is a walk
			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	utilize park BBQ
Stage	YES	(NO)	_____
Power Source	(YES)	NO	needed for mic.

OTHER YES NO

_____

_____

_____

_____

_____

_____

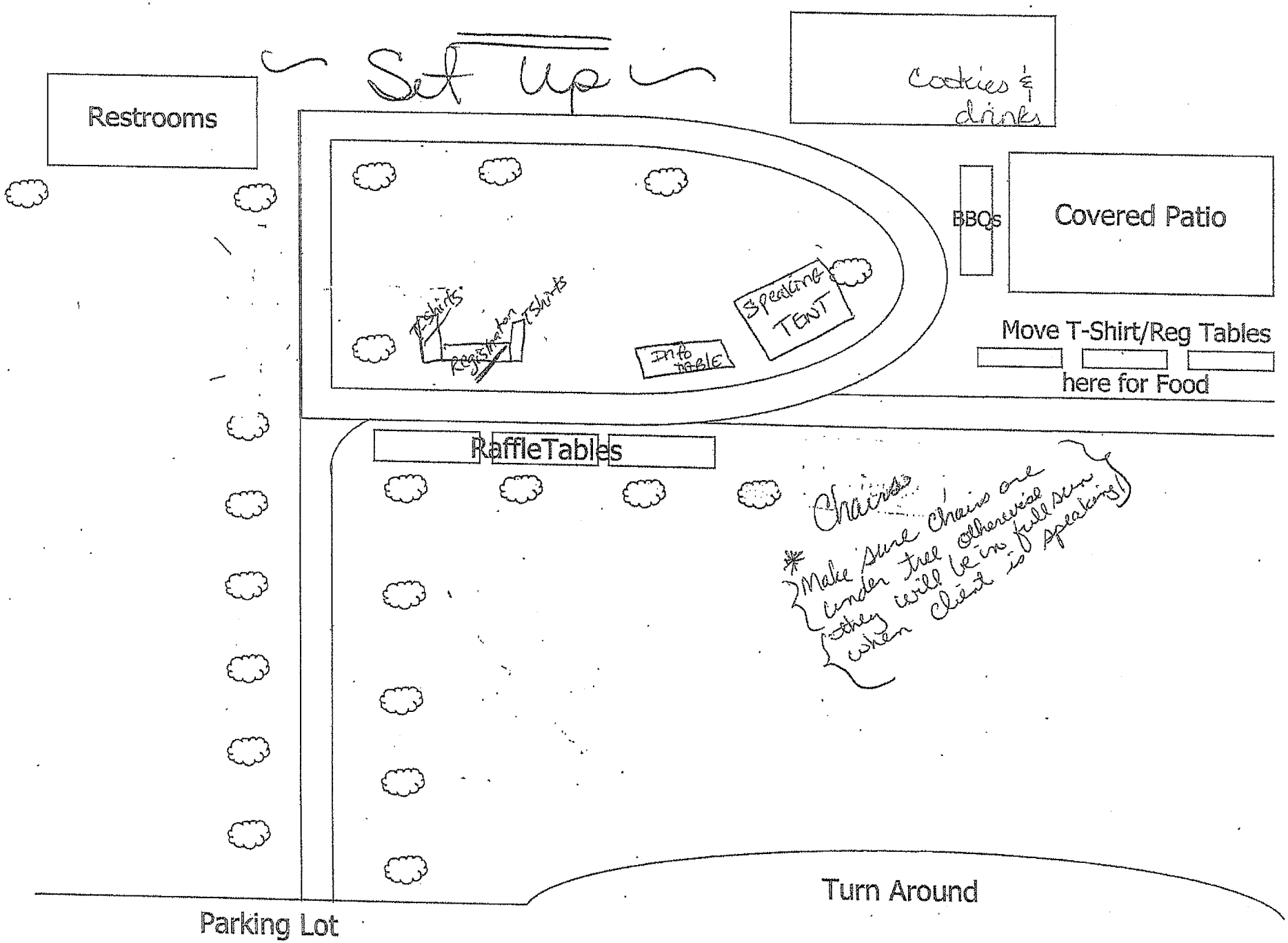
Site Plan/Public Right of Way Closure Route

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: Donnelly Park - Area F

All attached


Set up
Restrooms
Cookies & drinks
BBQs
Covered Patio
T-Shirts
Registration
T-Shirts
Info Table
Speaking TENT
Move T-Shirt/Reg Tables here for Food
Raffle Tables
Chairs
* Make sure chairs are under tree otherwise they will be in full sun when client is speaking!
Turn Around
Parking Lot

Geer Rd
Geer Rd
Geer Rd
Donnelly Park
Donnelly Park Dr
W Monte Vista Ave
W Hawkeye Ave
Pedras Rd
Rosedale Ave
Dale Ave
Peace Way
George Way
Drew Ave
Eastham Dr
Wabash Dr
De Paiva Dr
Wiley Ct
Alves Ct
Rojo Dr
Dale Ln
W Tuolumne Rd
Adrian St
Murray St
Dow St
Andre Ln
W Monmouth Ave
Bell Ct
Jasmine Ct
Sherwood St
Sunset Dr
Hayes St
Ruggeri St
Rojo St
Ashbury Ct
Temple Ave
Baylor Ave
Drexel Ave
Rutgers Ave
Loyola Way
Buckmell St
Gail Ave
Brian
Hayes Dr
5000ft
2000m

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,
Turlock Pregnancy & Health Center,
[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: Jill GeRue DATE: 5-31-16

Print Name: Jill GeRue

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: _____

Event Location: _____

Event Contact Name: _____ Date of Birth: _____

Contact Address: _____

City: _____ Zip Code: _____ Phone: _____

To Be Completed By City Personnel Only

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: _____

5J

City Council Synopsis

September 13, 2016

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Move Your Bones 5k and 10K event utilizing the public right-of-way (sidewalks), to be held primarily at Donnelly Park, hosted by Turlock Triathlon Team/Club, on Sunday, October 30, 2016 from 7:00 a.m. to 12:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

2. DISCUSSION OF ISSUE:

On July 26, 2016, applicant Russell Mayfield of the Turlock Triathlon Team/Club submitted a Special Event Permit Application with the Parks, Recreation and Public Facilities Department for the "Move Your Bones" 5k and 10K to be held on October 30, 2016 from 7:00 a.m. to 12:00 p.m. The proposed 5K route will start at Donnelly park traveling South on Donnelly Park Drive, West on Hawkeye Ave, North on Dels Lane, West on W. Tuolumne Road, North on North Walnut Road, East on Georgetown Avenue, South on Dels Lane and East on Pedras, concluding at Donnelly Park. This route will only use the sidewalks along the route and will be traveled twice to accomplish the distance needed for the 10K portion of the run. Street closures are not required for this event.

The event coordinator has been given direction by City staff and agreed to inform all participants they must follow all traffic laws. City staff has directed the event coordinator to have highly visible volunteers (to motorists and run participants), at all legal and/or marked crossings. Volunteers are not to direct traffic in any capacity and should only serve as a warning.

Staff supports the approval of this event as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City, along with other standard conditions and requirements as determined by the City Manager.

OK for Agenda

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed the route requested.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
5. Promote and support tourism.

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	☐
Category 2	☐
Category 3	☒
Will alcohol be served? Yes ☐ No ☒	

City Personnel Use Only
Event #:
Date Received: 7/26/16
Date Approved:
Permit Fee:
Alcohol Fee:
Late Fee:
Payment Date:

How often will your event occur?

- One Time ☐
- Annually ☒
- Other ☐

Frequency of event? _____

Applicant Information

Applicant/Contact Name: Russell Mayfield

Contact Phone: 209-247-4109 Alternate Phone: —

Address: 3983 Shady Oak Ct

City: Turlock Zip: 95382

E-mail Address: russellmayfield@Charter.net

Business/Organization Information (if applicable)

Organization Name: Turlock Triathlon Team/Club

If Non-Profit please provide Federal ID #: 80-0423184 (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: Move Your Bones

Event Location: Donnely Park

Event Date(s): 10/30/16

On-Site Contact: Russell Mayfield

Phone #: 209-247-4109 Secondary Phone #: —

Set-up Start Time: 5:00 Am Event Start Time: 8:00 AM

Event End Time: 12:00 Am Clean-up Completion Time: 12:00 Pm

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

Estimated Attendance: 500

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:

use on site

Amplified Sound

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

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

Alcohol

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

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

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

Event Details Cont.

Security

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

If yes, who will you be using? Name of Company:_____
City: _____
Day Time Telephone:_____
Fax:_____
Cell:_____

Number of Security Guards to be present:_____

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

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

*Event organizer must obtain health permits from all food vendors

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

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

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	YES	(NO)	_____
Automobiles/Trucks	YES	(NO)	_____
Bicycles/Foot Races	(YES)	NO	_____
			Is event being advertised as (circle one) N/A RACE FUN RUN
Booths/Stands	(YES)	NO	_____
Emergency Vehicle Access	(YES)	NO	_____
Medical/First Aid Station(s)	YES	(NO)	_____
Parking	(YES)	NO	_____
			Approximately how many spaces needed:_____
Rides/Bounce House	YES	NO	_____
Tents/Canopies	(YES)	NO	_____
City Property/Equipment	YES	(NO)	_____
Open Flame	YES	(NO)	_____
Stage	YES	(NO)	_____
Power Source	(YES)	NO	_____

OTHER YES (NO)

_____

_____

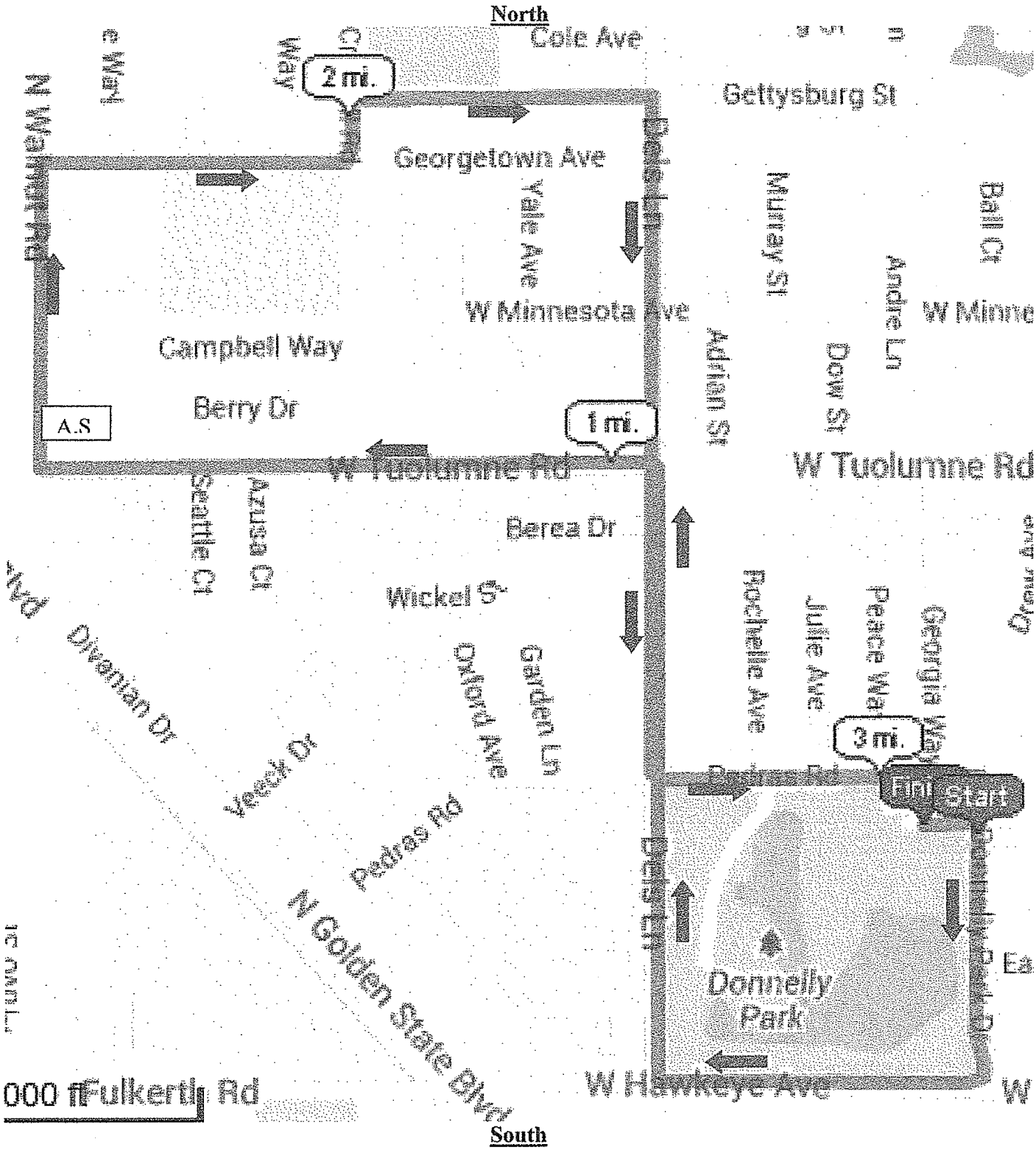
_____

_____

_____

_____

Move Your Bones Route 2016
5k – one lap, 10k – two laps



L21
L350

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee, Russell Mayfield,
[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: Russell Mayfield DATE: 7/26/16

Print Name: Russell Mayfield

City personnel Signature: Amber Traini DATE: 7/26/16

Print Name: Amber Traini

Event Form Authorization

Event Name: Move Your Bones

Event Location: Donnelly

Event Contact Name: Russell Mayfield Date of Birth: 7/30/65

Contact Address: 3983 Shady Oak ct

City: Twain Zip Code: 95382 Phone: 209-247-4109

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:_____

Acknowledgment of Policies and Procedures

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

RM
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.

RM
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

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.

RM
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."

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.

RM
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.)

RM
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.

RM
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 Russell Mayfield **Date** 7/26/16

Print Name Russell Mayfield

5K

City Council Synopsis

September 13, 2016

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Color Run event utilizing the public right-of-way (sidewalks) at Donnelly Park, hosted by Brown Elementary School PTA, on Saturday, November 5, 2016 from 8:00 a.m. to 1:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

2. DISCUSSION OF ISSUE:

On July 28, 2016, applicant Ashley Mutchler of Brown Elementary School PTA submitted a Special Event Permit Application with the Parks, Recreation and Public Facilities Department for a "Color Run" to be held on November 5, 2016 from 8:00 a.m. to 1:00 p.m. This event will completely be contained within Donnelly Park.

The event coordinator has been given direction by City staff and agreed, that all color shall remain on the grass area only. No extra clean-up support will be provided by City staff.

Staff supports the approval of this event as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Special Event committee has reviewed this application.

OK for Agenda
pm 8.24.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
5. Promote and support tourism.

Action Item:
3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	☐
Category 2	☐
Category 3	X
Will alcohol be served? Yes ☐ No	X

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

How often will your event occur?

One Time [X]

Annually [ ]

Other [ ]

Frequency of event? _____

Applicant Information

Applicant/Contact Name: Ashley Mutchler

Contact Phone: (209) 534-7345 Alternate Phone: n/a

Address: 3016 Ethan Allen Ln.

City: Turlock Zip: 95382

E-mail Address: mutchlove03@gmail.com

Business/Organization Information (if applicable)

Organization Name: Brown Elementary School PTA

If Non-Profit please provide Federal ID #: 77-0019344 (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: Brown Elementary School PTA Color Run

Event Location: Donnelly Park

Event Date(s): Oct. 29, 2016 or Nov. 5, 2016

On-Site Contact: Ashley Mutchler

Phone #: (209) 534-7345 Secondary Phone #: _____

Set-up Start Time: 8:00 am Event Start Time: 9:00 am

Event End Time: 12:00 pm Clean-up Completion Time: 1:00 pm

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

Estimated Attendance: 300

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

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

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

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)

YES (NO)

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

_____

_____

_____

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:

We will collect plastic water bottles and recycle them. There will not be any other waste produced by

_____

Amplified Sound

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

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

Alcohol

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

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

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

Event Details Cont.

Security

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

If yes, who will you be using? Name of Company:_____
City: _____
Day Time Telephone:_____
Fax:_____
Cell:_____

Number of Security Guards to be present:_____

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

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

*Event organizer must obtain health permits from all food vendors

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

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

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	YES	(NO)	_____
Automobiles/Trucks	YES	(NO)	_____
Bicycles/Foot Races	(YES)	NO	we are holding a 5K and 1 mile fun run/walk
			Is event being advertised as (circle one) N/A RACE (FUN RUN)
Booths/Stands	(YES)	NO	we will have stands promoting healthy lifestyles/ living
Emergency Vehicle Access	(YES)	NO	_____
Medical/First Aid Station(s)	(YES)	NO	we will have a First Aid station at the check-in area
Parking	(YES)	NO	We will utilize the parking lot and street parking
			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	generator to run sound system

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: Donnelly Park

we would like to utilize the same route as used for the Turkey Trot.

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,
Ashley Mutchler,
[PRINT NAME]

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

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

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

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

Applicant Signature: _____ DATE: July 26, 2016

Print Name: Ashley M. Mutchler

City personnel Signature: _____ DATE: 7/28/16

Print Name: Amber Traini

Event Form Authorization

Event Name: _____

Event Location: _____

Event Contact Name: Ashley Mutchler Date of Birth: Nov. 19, 1981

Contact Address: 3014 Ethan Allen Ln.

City: Turlock Zip Code: 95382 Phone: (209) 534-7345

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: _____

Acknowledgment of Policies and Procedures

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

Initial

Alcohol

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

Initial

Amplified Sound

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

Initial

Cancellation

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

Initial

Clean-Up

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

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

Initial

Recycling

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

Initial

Damages

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

Initial

Fees/Deposit

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

Acknowledgment of Policies and Procedures Cont.

Initial

City Event Costs

Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.

Initial

Insurance

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

Initial

Event Site/Restroom Cleanliness

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

Initial

Security

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

Initial

Restrooms

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

Initial

Site Plan

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

Initial

Storm Drain Pollution Prevention

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

Initial

Notification

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

Acknowledgment of Policies and Procedures Cont.

AM
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.

AM
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.

AM
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.

AM
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.

AM
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.)

AM
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.

AM
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 Ashley M. Mutchler **Date** July 26, 2016

Print Name Ashley M. Mutchler

5L

City Council Synopsis
September 13, 2016

From: Michael I. Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing issuance of Request for Proposal (RFP) No. 16-374 for on-call Hydrogeological Engineering Services, in an amount not to exceed $500,000

2. DISCUSSION OF ISSUE:

On August 9, 2016, the City Council accepted the Hydrogeologic and Water Quality Assessment Report which evaluated the geology, hydrogeology, geochemistry, groundwater quality, and groundwater supply in the Turlock area. The Report identified elevated concentrations of nitrates in the shallow aquifers and elevated arsenic concentrations in some of the deeper aquifers underlying the City. The Report identified possible modifications that could be made to bring existing wells back into service. In addition, the Report recommended the installation of test holes with depth-specific water quality exploration to better determine the best design for future municipal wells based on water quality data.

Staff is requesting to advertise for Request for Proposal (RFP) No. 16-374 for on-call hydrogeological engineering services associated with well rehabilitation efforts, test holes, and installation of new wells. In order to sustain a long-term reliable water supply, it is recommended that the City conduct rehabilitation services on wells that are currently offline due to water quality issues as well as installing test holes. The test holes will allow the City to assess the water quality in different levels of the aquifer to help determine the best location to install a new municipal supply well. The estimated cost of the RFP will be approximately $500,000 with $250,000 utilized towards rehabilitation services and $250,000 towards the associated costs of test holes and analysis of water quality. Once the responses to the RFP are received and properly evaluated, staff will bring the agreement with the preferred consulting engineering company back for City Council consideration and potential award.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

A. Groundwater supply in the Turlock area has been decreasing over time and this project is intended to bring existing wells back into service for an additional supply during the drought.

B. Continuing to invest in our groundwater system remains critical to the long-term goal of providing a reliable water supply.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:
1. Municipal infrastructure is integral to public safety and effective service delivery.
2. Municipal Infrastructure is critical to retain and attract businesses.

Action Item:
1. Expand drinking water supply and improve drinking water quality.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

No impact to the General Fund.

This project will be funded from Fund 420 (Water Enterprise Fund).

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not direct staff to prepare an RFP for the work associated with improving the City's groundwater supply. This alternative is not recommended. Completing this work is important to bringing valuable water supplies back into service. Continuing to invest in the City's groundwater system remains critical to the long-term goal of providing a long-term sustainable water supply.

City of Turlock
Municipal Services Department

Request for Proposals

On-Call Hydrogeological Engineering Services

The purpose of this Request for Proposals is for On-Call Hydrogeological Engineering Services Associated with Well Rehabilitation Efforts, Test Holes, & New Wells for the City of Turlock.

Submit Proposals to:
City of Turlock
Municipal Services Department
Regulatory Affairs Division
Attn: Garner R. Reynolds
156 S Broadway, Ste. 270
Turlock CA 95380

Proposal Submission Deadline:
October 12, 2016
3:00PM

Questions regarding submission, process, or proposals can be directed to:
Garner R. Reynolds, Regulatory Affairs Manager
Municipal Services Department
Regulatory Affairs Division
156 S Broadway, Ste. 270
Turlock CA 95380
(209) 668-5599 ext. 4407
greynolds@turlock.ca.us

INTRODUCTION

The City of Turlock is accepting proposals from qualified firms to provide on-call hydrogeologic engineering services for well rehabilitation, new test holes, and potentially design and construction of new wells within the City. The City will enter into an agreement with the individuals or firms selected to provide these services. The initial agreement will have three year term, with the opportunity to extend the agreement an additional year, up to two (2) years. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

BACKGROUND

The City recently completed a Hydrogeologic and Water Quality Assessment Report. The report covers a water quality assessment and spatial water quality trend of the City's well field. In addition, it provides recommendations for possible existing well rehabilitation, recommended locations and/or areas to drill future municipal wells and developed well design guidelines for future municipal wells for water quality and water supply.

As a result of the report, it was determined there are a number of wells that may be able to be brought back online with rehabilitation services. Specifically, wells 28 and 38 are currently out of service due to water quality related issues. Recent pump testing and water quality sampling indicate the wells exceed the California State Water Resources Control Board – Division of Drinking Water (DDW) Maximum Contaminant Level (MCL) of 10 micrograms per liter (µg/L) for arsenic. The City is seeking a Consultant to develop a strategic plan and to provide well rehabilitation/modification services for wells listed in the report to improve water quality in order to be in compliance with State drinking water requirements.

SCOPE OF SERVICES

Tasks shall include:

1. Prepare a work plan to bring wells back online based on the information provided in the report.
2. Program management services for well rehabilitation.
3. Program management services for installation of test holes for future municipal wells.
4. Program management services for the design and construction of new municipal wells.

Services for the above tasks may include, but are not limited to, the following components:

1. Prepare a work plan and engineers estimate.
2. Prepare plans and specifications.
3. Assists the City in bidding and contractor selection, including:
    a) Meet with City prior to the pre-bid meeting.
    b) Attend pre-bid meeting.

c) Assist the City in providing responses to the bidder's inquiries during the bid period.
d) Assist the City in preparation of addenda prior to bid.
e) Review of bids and recommendations to the City regarding bid completeness/responsiveness for contract award.

4. Provide Program Management and inspection services, including but not limited to:
   a) Attend pre-construction meetings.
   b) Review contractor submittals for conformance with the specifications.
   c) Review change order requests and provide recommendations to City staff for change order disposition.
   d) Review contractor progress payment requests, verify payment quantities and provide approval recommendation to City staff.
   e) Provide construction schedule review and monitor project progress.
   f) Keep City staff informed of project status and provide weekly progress updates
   g) Maintain inspection records.
   h) Consult with City staff to resolve conflicts caused by varying site conditions or discrepancies in contract documents.
   i) Prepare record drawings of final project depicting as-built conditions. Record drawings shall be delivered to the City digitally and by hard copy.

The above mentioned tasks shall utilize the Hydrogeologic and Water Quality Assessment Report in developing this work.

ASSUMPTIONS

With City Council approval, a successful Consultant shall be awarded a contract for these services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical data. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFP. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested

consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

INFORMATION REQUESTED

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional hydrogeological engineering services. Each proposal must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work.

2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience as related to this RFP. Use of a resume attachment is acceptable.

3. Services and History – Provide a list of available services as well as a listing and description of work completed for projects related to this RFP within the last five (5) years.

4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock.

5. Fees – Provide a cost breakdown by task and a fee schedule. Each proposal shall provide hourly rates of staff.

6. Public Agencies – Include narrative description of experience with public agencies, if any.

7. References – Provide three (3) or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three (3) samples of work related to this RFP that contain, at a minimum: name or title of the project, the location(s) of the project, name of the contracting agency, total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three (3) references may or may not be affiliated with the three (3) samples of work provided.

PROPOSAL CONTENT

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFP. The proposal shall be limited to 20 pages and must include a minimum of three (3) recent, or current, client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 20-page proposal, provided they are located in an appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to his/her preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFP they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFP, including the professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFP shall be included in the Agreement as an exhibit

CONTRACTUAL REQUIREMENTS

A signed contract for services between the City and Consultant will serve as basic document during the term of the agreement. A sample of the agreement language is attached.

PROPOSAL SUBMISSION

The consultant shall provide the information requested within the RFP. The consultant's proposal to this RFP consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. Consultants may attach relevant information and documentation not specifically requested.

The consultants shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFP so the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks, or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected. The consultant shall provide three (3) printed and bound copies of their proposal as well as one (1) electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

PROPOSAL SELECTION

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFP. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select one firm that has sufficient expertise to complete the work on time and within the budget. However, the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted.
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
    a. ***Proposed Scope of Services (25 points)***
    The two key criteria in determining the point ranking in this category are 'Project Understanding' and 'Project Approach'. Project Understanding will be measured by the consultant's demonstrated understanding of the project's scope of services and the recognition of potential issues warranting special effort and/or concern. The consultant's Project Approach will be evaluated by the completeness of the proposed work plan in addressing the scope of services, including full coverage of the project's needs and technical evaluations.
    b. ***Experience of the Firm (25 points)***
    This will be evaluated by the firm's years of experience, general capabilities, responsiveness, and demonstration of experience, over the last five (5) years, in being able to successfully deliver these types of projects.
    c. ***Experience of the Project Team (25 points)***
    The consultant's proposed project team (including sub-consultants) will be evaluated by the various team members' organizational ability, time management skills, areas of specialization, ability to produce quality work products, availability, and demonstrated experience, over the last five (5) years, in being able to successfully deliver these types of projects.
    d. ***Proposed Project Schedule (15 points)***
    Reasonableness and completeness of the proposed schedule as it relates to the scope of services and meeting the objectives of the project.
    e. ***Cost (10 points)***
4. City staff will review and rank the all proposals received from consultants for the work type specified within this RFP.

A City contract for consultant services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by

the City Council. Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

SELECTION INTERVIEWS

The City reserves the right to hold selection interviews with any consultant submitting a proposal under this solicitation. These interviews will be held solely at the discretion of the City and after the proposal scoring process. If the City is to hold interviews it shall be with the top-scoring consultants based on the proposal selection process. The interviews would be attended by representatives of the City as well as the consultant's team responsible for the project under this agreement. The selection interview will be used to gain further insight into the consultant's capabilities for the purpose of making a selection recommendation.

ANTICIPATED SCHEDULE OF CONSULTANT SELECTION

Below are anticipated dates regarding the consultant selection process:

Task	**Date**
Advertise Request for Proposals (RFPs)	September 14, 2016
RFPs Due	October 12, 2016
Consultant Interviews (*if necessary*)	October 30, 2016
Council Awards Agreement	December 13, 2016
Consultant Begins Work	December 20, 2016

**The above dates are subject to change.*

5M

City Council Synopsis
September 13, 2016

From: Mike Cooke, Municipal Services Director

Prepared by: Wayne Clay, Water Quality Control Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 16-368 and Contract No. 16-101 to Polydyne of Riceboro, Georgia, for Cationic Emulsion Polymer for the Municipal Services Department, in an annual amount not to exceed $106,936.20, having met all the specifications of RFP No. 16-368 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

The City of Turlock's Regional Water Quality Control Facility (RWQCF) uses a coagulant to remove water and to concentrate the waste activated sludge to allow for more efficient digestion. The cationic polymer is also added to the sludge that is applied to the drying beds to enhance the removal of water from the sludge.

On June 30, 2016 the Purchasing Office issued an informal bid for Cationic Emulsion Polymer by Request for Proposal (RFP) No. 16-368. Ten (10) vendors were solicited and two (2) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

The Purchasing Office evaluated the bids and the award bid recap is shown below:

OK for Agenda

	Description		Polydyne Inc. ❶	Sterling Water ❷
			1st Year	1st Year
Cationic Emulsion Polymer (GBT - Digester drop)		Price per Pound	$ 0.72/lb	$ 1.1138/lb
	Based on 60 (275 gallons) totes		$ 99,360.00	$ 147,349.20
	SALES TAX		*$ 7,576.20*	*$ 11,235.38*
	1st YEAR TOTAL		***$ 106,936.20***	***$ 158,584.58***
			2nd Year	2nd Year
Cationic Emulsion Polymer (GBT - Digester drop)		Price per Pound	$ 0.72/lb	$ 1.1138/lb
	Based on 60 (275 gallons) totes		$ 99,360.00	$ 147,349.20
	SALES TAX		*$ 7,576.20*	*$ 11,235.38*
	2nd YEAR TOTAL		***$ 106,936.20***	***$ 158,584.58***
			Item #1	Item #1
Source of Material			*Riceboro, GA*	*BASF*
Trade of Product Name			*Clarifloc C-6288*	*Zetag 8816*
Manufacturer of Material			*Polydyne Inc.*	*BASF*
Years Manufactured			*21 Years*	*Several Decades*

The following vendors listed below were non-responsive:

1. Univar USA, Inc.
2. BASF Corporation
3. Kemira Water Solutions, Inc.
4. Northstar Chemical, Inc.
5. Calchem Enterprises
6. Thatcher Co. of California, Inc.
7. Chemtrade Chemicals USA, Inc.
8. Summit Chemical Specialty Products

Staff is seeking authorization to award RFP No. 16-368 to Polydyne Inc. of Riceboro, Georgia, having met all the specifications in RFP No. 16-368 and was the lowest responsive and responsible bidder. Pursuant to Turlock Municipal Code Section 2-7-09(c)(5), contracts shall be awarded by the City Council to the lowest responsible bidder submitting a responsive bid.

3. BASIS FOR RECOMMENDATION:

A. Pursuant to the Turlock Municipal Code Section 2-7-09(c)(5), contracts shall be awarded by the City Council to the lowest responsible bidder submitting a responsive bid.

B. Cationic Emulsion Polymer is needed to enhance the removal of water from the sludge

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Total contract award is not to exceed $106,936.20 annually.

410-51-530-44005_008 "Chemicals Polymer"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve agreement. This alternative is not recommended because the RWQCF will be unable to dewater sludge which is essential prior to hauling.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
POLYDYNE INC.
for
CATIONIC EMULSION POLYMER
CONTRACT NO. 16-101

THIS AGREEMENT is made this 13th day of September, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **POLYDYNE INC.**, a California Corporation, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for Cationic Emulsion Polymer on an "As-Needed" basis; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

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

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

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual amount of this Agreement exceed One Hundred Six Thousand Nine Hundred Thirty Six and 20/100^{ths} Dollars ($106,936.20). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective October 1, 2016 and end September 30, 2017, subject to CITY's availability of funds.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. As provided for in Exhibit A, the compensation for the first one-year extension (Bid Sheet – 2nd year) shall not exceed One Hundred Six Thousand Nine Hundred Thirty Six and 20/100^{ths} Dollars ($106,936.20). On each anniversary date, and for each extension thereafter, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable. The extension of this Agreement is subject to CITY's availability of funds.

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

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

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

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

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

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

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

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified

in the contract. General liability coverage can be provided in the form of an endorsement to SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

(e) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for SUPPLIER: **POLYDYNE, INC.**
ATTN: MARK SCHLAG
1 CHEMICAL PLANT ROAD
RICEBORO, GA 31323
PHONE: (912) 880-2035
FAX: (912) 880-2078
EMAIL: PolyBidDpt@snfhc.com

for CITY:

CITY OF TURLOCK
ATTN: MICHAEL I. COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590
FAX: (209) 668-5695
EMAIL: mcooke@turlock.ca.us

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

Wayne Clay
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: wclay@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

POLYDYNE, INC.

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director of
Municipal Services

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SECTION 1
REQUEST FOR BID AND SPECIFICATIONS NO. 16-368
PRODUCT SPECIFICATIONS

1.1 The Polymer to be supplied must be available commercially and not an experimental grade.

1.2 The Polymer shall:

a) Have an active solids = 42%.
b) Have a Mole charge = 50%.
c) Have a specific gravity = 1.02.
d) Be compatible with our current feed system.
e) GBT finished sludge percent solids 4.5% to 6.5%.
f) GBT minimum removal efficiency 96%.
g) Not affect the dewatering capability of the GBT nylon belt.
h) Be stable, non-separating liquid system.
i) Anaerobic Digester #4 drop Polymer dosage not to exceed 150 mg/l.
j) Anaerobic Digester #4 drop removal efficiency 90% using Buchner funnel.
k) To be a Polymer product requiring no specific activation, or special handling procedures.
l) To be compatible with plant equipment and procedures.
m) Not cause foaming in the filtrate system.
n) Have a minimum three-month shelf life from date of delivery.
o) Product shelf life and storage requirements must be compatible with outdoor Turlock climate.

Safe handling procedures and health hazards will be considered.

1.3 QUANTITY
Last year approximately 15,000 gallons of Cationic Emulsion Polymer was required. The supplier shall deliver the required amount whether greater or smaller than the estimated quantity. Orders for delivery will be placed as required.

1.4 TESTING
To arrange an appointment for a full-scale test you must call the Wastewater Treatment Plant Supervisor, Scott Rohrer at (209) 668-5599 Ext. 4403. To obtain a sample of Return Activated Sludge (RAS), and Anaerobic Digested Sludge you must also call Scott Rohrer at (209) 668-5599 Ext. 4403. An onsite laboratory is available for jar testing, if needed, prior to full-scale test.

On the day of the full-scale test the supplier will provide the equivalent of 10 gallons of liquid Polymer at the supplier's expense. During the full-scale test, samples will be taken at the Gravity Belt Thickener, and Anaerobic Digester # 4 drop. Laboratory testing will be performed on the filtrate, and sludge. The Gravity Belt Thickener overall performance will be based on percent removal efficiency, sludge percent solids concentration, Polymer dosage, pounds of Polymer per ton of sludge, and cost per ton of sludge. The Anaerobic Digester # 4 drop overall performance will be based on Polymer dosage, pounds of polymer per ton of sludge, cost per ton of sludge, and dewatering efficiency using a Buchner funnel. If the supplied Polymer causes operational problems, or does not perform up to standards set by Turlock Wastewater Treatment Plant staff, the test will be terminated. The City will not pay for unused product.

The full-scale tests will be conducted during the following week:

June 20 through June 24, 2016.

To arrange your test date, contact:

Scott Rohrer, Water Quality Control Supervisor
City of Turlock Regional Water Quality Control Facility
901 S. Walnut Road
Turlock, CA 95380
(209) 668-5599 Ext. 4403
By: 1:00 p.m. PST on June 17, 2016.

All tests must be completed by 3:00 pm on June 24, 2016.

1.5 ORDER CONTACT

Each bidder shall indicate on the Bid Sheet the name, telephone number, fax number and email address of the City's contact for placing of orders.

1.6 DELIVERY

Deliveries to be made F.O.B. Turlock, freight prepaid and added to invoice, as required to the Wastewater Treatment Plant. Deliveries are to be made within ten (10) working days after the placement of order. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

Deliveries must be made Monday through Friday (excluding holidays) between the hours of 8:00 a.m. and 3:30 p.m. Deliveries not conforming to these requirements may be returned at no cost to the City.

All costs incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery.

Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

1.7 CONTAINER REQUIREMENTS

Polymer must be delivered in a bulk storage tote with a capacity of 275 gallons.

1.8 SAFETY

Delivery of Cationic Emulsion Polymer will be consistent with these specifications and shall comply with all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations.

Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for Cationic Emulsion Polymer. Spills and/or

leaks at time of delivery, regardless of the size shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

All drivers must have any necessary personnel safety clothing and/or equipment required for off-loading Cationic Emulsion Polymer. City personnel and/or equipment at the delivery locations will assist in the off-loading of chemicals. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

The successful bidder must be prepared to provide safety training on the safe handling and use of the Cationic Emulsion Polymer and emergency procedures in the event of a leak or spill. The training may be performed at least once during the year if requested by the City. It is preferred that this training be offered at no charge to the City.

1.9 QUALITY ASSURANCE

All bids submitted must include material specifications (components with analysis) with typical properties. A quality assurance analysis may be run to check the quality of the Chemical for any given delivery. Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City. A certificate of analysis shall be provided for each load of chemical.

1.10 MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets must be provided with each delivery. No delivery will be accepted without an MSDS.

1.11 PRICING

Pricing submitted on the Bid Sheet for Cationic Emulsion Polymer is firm for the term of the contract. Bidders must be sure to consider any cost fluctuations anticipated when preparing their bid. All costs incidental to the provision of Cationic Emulsion Polymer must appear on the Bid Sheet, including delivery costs.

Any costs invoiced that were not included on the Bid Sheet will not be paid; therefore, bidders must insure that all costs are included even though the Bid Sheet may not specifically list them, such as pallet charges, cleaning or repair charges, etc. If, during the contract year, the successful bidder's contract with any political subdivision within the County of Stanislaus at prices lower than those quoted herein, such lower prices are to be extended to the City.

1.12 PRODUCT EVALUATION

Cationic Emulsion Polymer will be evaluated for:

1. Cationic Emulsion Polymer will be selected based on consideration of cost and compatibility with plant equipment and handling procedures.

2. A 60-day plant evaluation period of the apparent low bid product will be conducted after award of the contract.

   The following requirements must be met or exceeded:

a) Only bidders whose products pre-qualified may submit bids.
b) Pre-qualification will be determined by the results of the full scale test using 10 gallons of the bidder's proposed Cationic emulsion polymer.
c) "Satisfactory GBT performance" is defined as a GBT Filtrate removal efficiency of at least 96%, 4.5% to 6.5% percent sludge solids, and 4 to 6 pounds of Polymer per ton of sludge removed.
d) "Satisfactory Anaerobic Digester # 4 performance is defined as a maximum Polymer dosage not to exceed 150 mg/L, 13 to 15 pounds of Polymer per ton of sludge removed, and dewatering efficiency.

3. During the one day full scale test, City's technicians will determine the Gravity Belt Thickener, and Anaerobic Digester # 4 drop Polymer dosage, usage, removal efficiency, and percent solids using the following Laboratory equipment, and procedures.

    a) Start the bidder's polymer at the Gravity Belt Thickener, and Anaerobic Digester # 4 drop. Optimize the dosage at both locations, and take samples after 2 hours of operation.

        1) Suspended solids test on the GBT-Digester # 4 drop filtrate to determine the percent removal efficiency.
        2) Suspended solids test on the GBT- Digester # 4 drop sludge to determine percent solids.

        3) Calculate the Polymer dosage to determine pounds of Polymer per ton of sludge removed.

4. Bidder shall submit a bid for the Cationic emulsion Polymer used in the one-day full scale test. The bid shall be for price per pound delivered, F.O.B. Turlock.

5. If the product fails to satisfy specifications, product will be rejected and plant evaluation will be done on the product with the next lowest

Bid price will be determined based on pounds of Polymer required per ton of solids removed, and cost of polymer per pound.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFB 16-368

BID DUE DATE: JUNE 30, 2016 AT 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"CATIONIC EMULSION POLYMER"
FOR
GRAVITY BELT THICKENER AND DIGESTER #4

1) **Return original bid to:** **City of Turlock**
Administrative Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Polydyne Inc.

Address: 1 Chemical Plant Road, Riceboro, GA 31323

Telephone Number 912-880-2035 **Fax Number** 912-880-2078

E-Mail Address PolyBidDpt@snfhc.com

Authorized Representative (print) Mark Schlag, Vice-President

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Cationic Emulsion Polymer, at the prices indicated herein.

Price Inclusion Statement: Bidders shall provide firm-fixed pricing for a two (2) years contract, upon notification of award. Bidders shall fully complete this bid sheet and return it with their proposal. All proposed prices shall be stated as NET-PRICES, whereas, NET-PRICES shall represent the total and final cost to the Cost for the supply and delivery of the chemical and related services, as specified within this solicitation. NET-PRICES shall include all costs associated with materials, labor, equipment, transportation, overhead, travel, profit, insurance, freight, taxes, incidentals, and all other related costs necessary to provide and delivery the product. Please provide a price per pound.

BID SHEET – 1ST YEAR

Description		Bid Amount
Cationic Emulsion Polymer (GBT – Digester drop) Price Per Pound		$ 0.72/Lb.
Clarifloc C-6288	**Based on 60 (275 gallons) totes**	$ 99,360.00
	Sales Tax 0.07625%	$ 7,576.20
	1 YEAR TOTAL	$ 106,936.20

BID SHEET – 2ND YEAR

Cationic Emulsion Polymer (GBT – Digester drop) Price Per Pound		$ 0.72/Lb.
Clarifloc C-6288	**Based on 60 (275 gallons) totes**	$ 99,360.00
	Sales Tax 0.07625%	$ 7,576.20
	2ND YEAR TOTAL	$ 106,936.20

	Item #1	Item #2	Item #3
Source of Material	Riceboro, GA		
Trade of Product Name	Clarifloc C-6288		
Manufacturer of Material	Polydyne Inc.		
Years Manufactured	21 Years		

List any extra charge not described above:
None

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A N/A % discount is offered for payment within 30 days. Net 30 Days, No Discount
(Note: Discount period must be fifteen days, or greater, to be considered)

City of Turlock Business License Tax Certificate
A City of Turlock Business License and all others required shall be provided by the Supplier and she/he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

Does your firm hold a City of Turlock Business Tax Certificate? ☒ Yes ☐ No,
If yes, enter Business License number 644911

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☒ No

Order Contact

Provide the following information about the City's contact for orders:

Name:	Danielle Blaxton		
Phone Number:	(800) 848-7659, Ext. 8719		
Fax Number:	(912) 880-2078		
Cell Number:		Email Address:	PolyBidDpt@snfhc.com

Delivery

Method of Delivery: ☒ Common Carrier ☐ Private Company Carrier
(Please check one choice or describe alternative method)

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?
☒ Yes ☐ NO

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. None Received

Terms

1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

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

b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Supplier's License No._____ Expiration Date: _____
Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Polydyne Inc.
Company Name

Signature of Authorized Representative Mark Schlag, Vice-President

34-1810283
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

Bid No. 16-368

COPY

BETTY GONZALEZ
PURCHASING COORDINATOR

ADMINISTRATIVE SERVICES PURCHASING
BGONZALEZ@TURLOCK.CA.US

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-2096 | FAX 209-668-5695
TTY 1-800-735-2929

REQUEST FOR PROPOSAL

BID NO. 16-368

CATIONIC EMULSION POLYMER

QUESTIONS REGARDING BID SPECIFICATIONS

DATED ISSUED: JUNE 28, 2016

To all bidders the following correction has been made in regards to the sales tax for page 17, Bid Sheet, Exhibit A page 2 of 4. It should reads as follows:

BID SHEET – 1ST YEAR

Description		Bid Amount
Cationic Emulsion Polymer (GBT – Digester drop) Price Per Pound		$ 0.720/Lb.
Clarifloc C-6288	Based on 60 (275 gallons) totes	$ 99,360.00
	Sales Tax 7.625%	$ 7,576.20
	1 YEAR TOTAL	$ 106,936.20

BID SHEET – 2ND YEAR

Cationic Emulsion Polymer (GBT – Digester drop) Price Per Pound		$ 0.720/Lb.
Clarifloc C-6288	Based on 60 (275 gallons) totes	$ 99,360.00
	Sales Tax 7.625%	$ 7,576.20
	2ND YEAR TOTAL	$ 106,936.20

You may change the sales tax rate as indicated above when submitting your bid proposal.

Administrative Services Department Purchasing Division
City of Turlock City Hall
156 S. Broadway, Suite 270
Turlock, CA 95380-5454
(209) 668-2096 • Fax (209) 668-5695
Email: bgonzalez@turlock.ca.us

5N

City Council Synopsis
September 13, 2016

From: Mike Cooke, Municipal Services Director

Prepared by: Wayne Clay, Water Quality Control Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 16-358 and Contract No. 16-098 to Polydyne of Riceboro, Georgia, for Anionic Emulsion Polymer for the Municipal Services Department, in an annual amount not to exceed $19,320.84, having met all the specifications of RFP No. 16-358 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

The City of Turlock's Regional Water Quality Control Facility (RWQCF) uses coagulants and flocculants to help remove small particulates in wastewater. Removing the small particles is necessary in order to meet the effluent turbidity requirement set forth by the Regional Water Quality Control Board. Anionic Emulsion Polymer is a coagulant used in conjunction with Aluminum Chlorohydrate to remove small particulates from the treated water in the tertiary treatment process.

On June 30, 2016 the Purchasing Office issued an informal bid for Anionic Emulsion Polymer by Request for Proposal (RFP) No. 16-358. Eight (8) vendors were solicited and one (1) vendor submitted a bid. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

The Purchasing Office evaluated the bids and the award bid recap is shown below:

OK for Agenda

	Description		Polydyne, Inc. ❶
			1st Year
	Anionic Emulsion Polymer	Per Gallon	$5,984.00
	Based on 3,000 Gallon Annually Extended Price		$ 17,952.00
	SALES TAX		*$ 1,368.84*
	1st YEAR TOTAL		*$ 19,320.84*
			2nd Year
	Anionic Emulsion Polymer	Per Gallon	$ 5,984.00
	Based on 3,000 Gallon Annually Extended Price		$ 17,952.00
	SALES TAX		*$ 1,368.84*
	2nd YEAR TOTAL		*$ 19,320.84*

The following vendors listed below were non-responsive:

1. Zalreich Chemical
2. Kemira Water Solutions, Inc.
3. Northstar Chemical, Inc.
4. Calchem Enterprises
5. Thatcher Co.
6. Chemco Products Co.
7. Univar USA, Inc.

Staff is seeking authorization to award RFP No. 16-358 to Polydyne Inc. of Riceboro, Georgia, having met all the specifications in RFP No. 16-358 and was the only responsive and responsible bidder. Pursuant to the Turlock Municipal Code Section 2-7-09(c)(5) contract shall be awarded by the City Council to the lowest responsible bidder submitting a responsive bid.

3. BASIS FOR RECOMMENDATION:

A. Pursuant to the Turlock Municipal Code Section 2-7-09(c)(5), contracts shall be awarded by the City Council to the lowest responsible bidder submitting a responsive bid.

B. Anionic Emulsion Polymer is needed to remove small particulates from the treated water in the tertiary treatment process.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

FISCAL IMPACT: Total contract award is not to exceed $19,320.84 annually.

410-51-530-44005_008 "Chemicals Polymer"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve agreement. This alternative is not recommended because it may create non-compliance with the City's discharge permit and NPDES regulations.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
POLYDYNE INC.
for
ANIONIC EMULSION POLYMER
CONTRACT NO. 16-098

THIS AGREEMENT is made this 13th day of September, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **POLYDYNE INC.**, a California Corporation, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for Anionic Emulsion Polymer on an "As-Needed" basis; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

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

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

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual amount of this Agreement exceed Nineteen Thousand Three Hundred Twenty and 84/100^{ths} Dollars ($19,320.84). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective October 1, 2016 and end September 30, 2017, subject to CITY's availability of funds.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. As provided for in Exhibit A, the compensation for the first one-year extension (Bid Sheet – 2nd year) shall not exceed Nineteen Thousand Three Hundred Twenty and 84/100^{ths} Dollars ($19,320.84). On each anniversary date, and for each extension thereafter, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable. The extension of this agreement is subject to City availability of funds.

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

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

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

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

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

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

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

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified

in the contract. General liability coverage can be provided in the form of an endorsement to SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

(e) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for SUPPLIER: **POLYDYNE, INC.**
ATTN: MARK SCHLAG
1 CHEMICAL PLANT ROAD
RICEBORO, GA 31323
PHONE: (912) 880-2035
FAX: (912) 880-2078
EMAIL: PolyBidDpt@snfhc.com

for CITY:

CITY OF TURLOCK
ATTN: MICHAEL I. COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590
FAX: (209) 668-5695
EMAIL: mcooke@turlock.ca.us

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

Wayne Clay
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: wclay@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

POLYDYNE, INC.

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director of
Municipal Services

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SECTION 1
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-358
ANIONIC EMULSION POLYMER

SPECIFICATIONS

1.1 GENERAL
The polymer to be supplied must be available commercially and not an experimental grade.

The specifications on A3025L or Equal are as follows:

1. 32% active.
2. 1.07 specific gravity.
3. <4500 cp product viscosity.
4. >5000 cp solution viscosity 0.5% in distilled water.
5. 175 cp solution viscosity 0.5% in 10% NaCl brine.
6. Be compatible with plant equipment and procedures.
7. Not cause foaming in the filtrate system.
8. Have a minimum three-month shelf life from date of delivery.
9. Shelf life and storage requirements must be compatible with outdoor Turlock Climate.
10. Be delivered in 275 gallon tote.

1.2 TRAINING
The successful bidder shall provide up to six (6) hours of safety training per year for each member of the Water Quality Control Division requesting training. The training shall consist of safe handling of anionic emulsion polymer and emergency response.

1.3 QUANTITY
Last year approximately 3,000 gallons of anionic emulsion polymer was required. The supplier shall deliver the required amount whether greater or smaller than the estimated quantity. Orders for delivery will be placed as required.

1.4 TESTING
1. To arrange an appointment for a jar test you must call the Water Quality Control Facility Supervisor, Scott Rohrer at (209) 668-5599 Ext. 4403.
2. On the day of the jar test the supplier will provide the sufficient polymer needed for jar testing. The City will supply the ACH coagulant needed for the test.
3. During the jar test, samples will be taken of the filtrate. The City' Lab. will run turbidity and TSS remove to determine the efficiency of the polymer.
4. If the supplied polymer causes operational problems, or does not perform as up to standards set by Water Quality Control Facility staff, the test will be terminated. The City of Turlock will not pay for unused product.

The jar tests will be conducted during the week of June 20 through June 24, 2016 by 3:00 P.M. To arrange your test date, contact:

Scott Rohrer, Supervisor of Waste Water Treatment Facility
City of Turlock
Turlock Regional Water Quality Control Facility
901 S. Walnut Road
Turlock, CA 95380
(209) 668-5599 Ext. 4403

By 1:30 p.m. PST on June 17, 2016

All tests must be completed by 3:00 pm on June 24, 2017.

1.5 ORDER CONTACT

Each bidder shall indicate on the Bid Sheet the name, telephone number, fax number and email address of the City's contact for placing of orders.

1.6 DELIVERY

Deliveries are to be made F.O.B. Turlock, freight prepaid and added to invoice, as required to the Waste Water Treatment Plant. Deliveries are to be made within ten working days after the placement of order. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

Deliveries must be made Monday through Friday (excluding holidays) between the hours of 8:30AM and 3:00PM Deliveries not conforming to these requirements may be returned at no cost to the City.

All costs incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

Container Requirements
Polymer must be delivered in 275 gallon tote.

1.7 SAFETY

Delivery of emulsion polymer will be consistent with these specifications and shall comply with all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations.

Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for emulsion polymer. Spills and/or leaks at time of delivery, regardless of the size shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

All drivers must have any necessary personnel safety clothing and/or equipment required for off-loading emulsion polymer. City personnel and/or equipment at the delivery locations will assist in the off-loading of chemicals.

The successful bidder must be prepared to provide safety training on the safe handling and use of the emulsion polymer and emergency procedures in the event of a leak or spill. The training may be performed at least once during the year if requested by the City. This training will be offered at no charge to the City.

1.8 QUALITY ASSURANCE

All bids submitted must include material specifications (components with analysis) with typical properties. A quality assurance analysis may be run to check the quality of the Chemical for any given delivery. Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City. A certificate of analysis shall be provided for each load of Chemical.

1.9 MATERIALSAFETY DATA SHEETS

Material Safety Data Sheets must be provided with each delivery. No delivery will be accepted without an MSDS.

1.10 PRICING

Pricing submitted on the Bid Sheet for anionic emulsion polymer is firm for the term of the contract. Bidders must be sure to consider any cost fluctuations anticipated when preparing their bid. All costs incidental to the provision of Emulsion polymer must appear on the Bid Sheet, including delivery costs.

Any costs invoiced that were not included on the Bid Proposal Sheet will not be paid; therefore, bidders must insure that all costs are included even though the Bid Proposal Sheet may not specifically list them, such as pallet charges, cleaning or repair charges, etc. If, it is determined during the contract year, the successful bidder's contract with any other political subdivision within the County of Stanislaus at prices lower than those quoted herein, such lower prices are to be extended to the City.

This bid will be awarded on an all or nothing basis.

1.11 PRODUCT EVALUATION

Emulsion Polymer will be evaluated for:

1. Emulsion polymer will be selected based on consideration of cost and compatibility with plant equipment and handling procedures.
2. A 60-day plant evaluation period of the apparent low bid product will be conducted after award of the contract. The following requirements must be met; Consistent Turbidity and TSS removal equivalent to jar testing results.
3. Only bidders whose products pre-qualified may submit bids. Pre-qualification will be determined by the results of the jar test.
4. Bidders shall submit a bid for the emulsion polymer used in the one-day jar test. The bid proposals shall be a delivered (F.O.B. Turlock) price per gallon.
5. If product fails to satisfy specifications, product will be rejected and plant evaluation will be done on the product with the next lowest bid.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO 16-358

BID DUE DATE: JUNE 30, 2016 AT 3:30 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"ANIONIC EMULSION POLYMER"

1) **Return original bid to:** **City of Turlock**
Administrative Services Department
Purchasing Division
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Polydyne Inc.

Address: 1 Chemial Plant Road, Riceboro, GA 31323

Telephone Number 912-880-2035 **Fax Number** 912-880-2078

E-Mail Address PolyBidDpt@snfhc.com

Authorized Representative (print) _____
Mark Schlag, Vice-President

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for anionic emulsion polymer at the prices indicated herein.

Please see revised form

Bid Sheet – 1st Year

Anionic Emulsion Polymer	$ _____ per gallon
Based on 3,000 Gallon Annually Extended Price	$ _____
Sales Tax 8.375%	$ _____
1st Year Total	$ _____

Bid Sheet – 2nd Year

Anionic Emulsion Polymer	$ _____ per gallon
Based on 3,000 Gallon Annually Extended Price	$ _____
Sales Tax 8.375%	$ _____
2nd Year Total	$ _____

List any extra charges not described above: None

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A Zero % discount is offered for payment within 30 days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes No
If yes, number: 64491

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☒ No

Order Contact
Provide the following information about the City's contact for orders.

Name:	Danielle Blaxton
Phone Number:	800-848-7659, Ext. 8719
Fax Number:	912-880-2078
Cell Number:	
Email Address:	PolyBiDdpt@snfhc.com

Delivery
Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes __X__ NO_____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____ None Received

Terms
1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

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

b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Supplier's License No._____ Expiration Date: _____
Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Polydyne Inc.
Company Name

Signature of Authorized Representative Mark Schlag, Vice-President

34-1810283
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

ORIGINAL

BETTY GONZALEZ
PURCHASING COORDINATOR

ADMINISTRATIVE SERVICES PURCHASING
BGONZALEZ@TURLOCK.CA.US

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-2096 | FAX 209-668-5695
TTY 1-800-735-2929

REQUEST FOR PROPOSAL
BID NO. 16-358
ANIONIC EMULSION POLYMER

QUESTIONS REGARDING BID SPECIFICATIONS

DATED ISSUED: JUNE 28, 2016

To all bidders the following correction has been made in regards to the sales tax for page 19, Bid Sheet, Exhibit A page 2 of 4. It should reads as follows:

Bid Sheet – 1st Year Clarifloc A-6330

Anionic Emulsion Polymer	$ 5.984 **per gallon**
Based on 3,000 Gallon Annually Extended Price	$ 17,952.00
Sales Tax 7.625%	$ 1,368.84
1st Year Total	$ 19,320.84

Bid Sheet – 2nd Year

Anionic Emulsion Polymer	$ 5.984 **per gallon**
Based on 3,000 Gallon Annually Extended Price	$ 17,952.00
Sales Tax 7.625%	$ 1,368.84
2nd Year Total	$ 19,320.84

List any extra charges not described above:

You may change the sales tax rate as indicated above when submitting your bid proposal.

Administrative Services Department Purchasing Division
City of Turlock City Hall
156 S. Broadway, Suite 270
Turlock, CA 95380-5454
(209) 668-2096 - Fax (209) 668-5695
Email: bgonzalez@turlock.ca.us

City Council Synopsis
September 13, 2016

From: Michael Cooke, Municipal Services Director

Prepared by: Wayne Clay, Water Quality Control Manager
Betty Gonzalez, Purchasing Coordinator

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Integrity Municipal Systems, LLC for the purchase of Delonized Water (DI) mix, increasing the compensation from $43,200 to $43,878.63 to include sales tax during the term of the existing contract

2. DISCUSSION OF ISSUE:

On April 12, 2016, the City Council approved an agreement with Integrity Municipal Systems, LLC for the acid wash of the bulk emergency chlorine vapor scrubber system at the Turlock Regional Water Quality Control Facility, in an amount not to exceed $43,200.

The contract stipulates that the City is responsible for paying sales tax; however, staff did not include sales tax in the total compensation for the agreement. The material subject to sales tax is 5,900 gallons of membrane grade caustic deionized water (DI) mix in the amount of $8,900 with sales tax equaling $678.63.

City staff is requesting an amendment for additional funds of $678.63 to be added to the agreement as required by California State Board of Equalization for materials purchased for this service.

3. BASIS FOR RECOMMENDATION:

A. The Water Quality Control Facility needs DI mix for the acid wash for the bulk emergency chlorine vapor scrubber system.

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, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $678.63

This project was completed in the 2015/16 Fiscal Year. Compensation will be paid from existing funds in the 2015/16 budget.

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve Amendment No. 1 to the agreement. This alternative is not recommended as sellers are required by the California State Board of Equalization to collection any sales tax in respect to sales, purchases, storage or use of tangible personal property.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
INTEGRITY MUNICIPAL SYSTEMS LLC

THIS AMENDMENT, dated September 13, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and INTEGRITY MUNICIPAL SYSTEMS, LLC, (hereinafter "SERVICE PROVIDER").

WHEREAS, the parties hereto previously entered into an agreement dated April 12, 2016, whereby CONTRACTOR will perform maintenance for the acid wash of one RJ-2000 bulk emergency chlorine vapor scrubber system for Water Quality Control (hereinafter the "Agreement").

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

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

> "4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Six Hundred Seventy Eight and Sixty Three/100^{ths} Dollars ($678.63) in accordance with Exhibit D attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Forty Three Thousand Eight Hundred Seventy Eight and Sixty Three /100^{ths} Dollars ($43,878.63). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

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

INTEGRITY MUNICIPAL SYSTEMS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT D
SCOPE OF WORK BY INTEGRITY MUNICIPAL SYSTEMS, LLC ("SELLER")

SECTION II

The following services and supplies (collectively, "Services") are included in Seller's scope of supply:

No.	Description	Cost
1.	**Acid Wash for One (1) RJ-2000® Bulk Emergency Chlorine Vapor Scrubber System**	$21,500
	The scope of work will include all of the following:	
a.	Hydrochloric Acid, 55 gallon drum (28 ea. drums based on 18" solids buildup).	
b.	Empty acid drum removal.	
c.	Safety Equipment and Supplies.	
d.	Caustic Soda will be pumped from the scrubber to totes (Totes provided by others).	
e.	Scrubber will be washed with hydrochloric acid to breakdown caustic solids.	
f.	Acidic waste solution will be pumped from the scrubber to a tanker truck for transport.	
g.	Scrubber internals will be rinsed down with water.	
h.	Wastewater will be pumped into the same tanker truck with the acidic brine solution.	
i.	Internal liquid distribution piping will be inspected.	
j.	Spray nozzles will be removed, cleaned, and reinstalled.	
k.	Packing media levels will be checked.	
l.	Tops will be re-gasket with EPDM closed cell foam.	
m.	Exterior scrubber will be rinsed clean.	
n.	Exhaust fan v-belts will be adjusted.	
o.	All components including the fiberglass will be inspected.	
2.	**Waste Disposal**	$12,800
	(Liquid waste will be transported to a licensed HAZMAT facility)	
a.	Acid Disposal, 4800 gallons	
b.	Wastewater Disposal (included with acidic brine)	
c.	Chemical profiles	
d.	Hazardous Waste Manifest	
3.	**New Caustic (Taxable)**	$8,900
a.	Caustic Fill, 20% Membrane Grade Caustic DI water mix (5,900 gallons)	
4.	Final Inspection Report Included	included
a.	A Final Inspection Report will be provided detailing the status of the system and any further recommendations.	

PAYMENT TERMS
100% of the contract prices upon project completion and acceptance of work done by the City, Net 30 days.

TAXES
Seller's Proposal does not include any Sales, Federal, State or Use Tax.

PROPOSAL VALIDTY
Seller's Cost Proposal dated February 22, 106 is valid until June 30, 2016.

SCHEDULE
As part of any binding Agreement that results from this proposal, Seller and Buyer shall mutually agree upon a Performance schedule (not to exceed 180 days from the date of this Proposal). Our normal lead-time for these types of Services is 30 days.

CITY CONTRACT NO. 16-022, Amendment No. 1

EVSS ACID WASH SUMMARY

SITE	WORK PERFORMED
City of Turlock CA	Acid Wash of the Bulk Emergency Chlorine Vapor Scrubber System at Turlock WQCP in accordance with Contract No. 16-022 and PO No. 2016-00000962.
	Note: This is not an invoice.
	Vendor No. 3227 Integrity Municipal Systems LLC

Integrity
MUNICIPAL SYSTEMS
13135 Danielson Street, Suite 204, Poway, CA 92064
Bus (858) 486-1620 Fax (858) 486-1659 Mobile (858) 449-8489
e-mail: jim@integrityms.net

Name		Proposal #
City of Turlock CA - Accounts Payable		16-022
Address		P.O.#
156 South Broadway Ste. 112		2016-00000
Turlock, CA 95380		Customer#
Contact		20052
Wayne Clay, WQC Division Manager		Sequence
Phone #	Start Date	2016-006
209-668-5343	20-Jun-16	
Notes		
Site Address:		
City of Turlock WQCP		
701 S Walnut Street		
Turlock, CA 95380		
Wclay@turlock.ca.us		

MATERIALS REQUIRED

QTY	DESCRIPTION	PRICE	AMOUNT
1	RJ2000 Bulk Emergency Chlorine Scrubber System	$21,500.00	$21,500.00
	acid wash		
1	LOT, HAZMAT handling, transportation, and	$12,800.00	$12,800.00
	disposal at a licensed disposal facility		
1	Parts, 5,900 gallons of 20% Membrane Grade Caustic	$8,900.00	$8,900.00
	DI mix (taxable)		
1	Final Report (Included)	$0.00	$0.00
		TOTAL	$43,200.00

Service Order Reviewed by: Jim Pike

Taxable	Total Parts	$8,900.00
	Acid Wash	$21,500.00
	Hazmat Disposal	$12,800.00
	Shipping	$0.00
Tax Rate 7.625%	Tax	$678.63
Stanislaus County	Total	$43,878.63
Technician	Tony Le / L. Gehrke	
Completion Date	24-Jun-16	

5P

City Council Synopsis
September 13, 2016

From: Michael I. Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the relinquishment of a portion of the wastewater capacity reserved for Olivewood, LLC (aka D Street Foods) for the food processing facility located at 680 D Street pursuant to Turlock Municipal Code Section 6-4-1113

2. DISCUSSION OF ISSUE:

In April 2010, Olivewood, LLC (aka D Street Foods, LLC) reserved a majority of the wastewater capacity once owned by Hormel Foods, Inc. In the original Resolution D Street Foods, LLC elected to reserve the following quantities at the corresponding cost:

ORIGINAL RESERVE CAPACITY TOTALS

	Capacity	Cost	TOTAL
Flow (gpd)	825,000	$90,000.00 (per million gallon)	$74,250.00
Biochemical Oxygen Demand (BOD) lbs/day	7,000	$10.00 (per pound)	$70,000.00
Total Suspended Solids (TSS) lbs/day	3,500	$6.00 (per pound)	$21,000.00
ORIGINAL TOTAL			***$165,250.00***

On July 28, 2016, D Street Foods, LLC requested to sell back a portion of their reserve capacity for flow, BOD, and TSS. D Street Foods, LLC's new revised capacity totals will be as follows:

OK for Agenda

NEW RESERVE CAPACITY TOTALS

	Capacity	Cost	TOTAL
Flow (gpd)	300,000	$90,000.00 (per million gallon)	$27,000.00
Biochemical Oxygen Demand (BOD) lbs/day	2,500	$10.00 (per pound)	$25,000.00
Total Suspended Solids (TSS) lbs/day	750	$6.00 (per pound)	$4,500.00
NEW TOTAL			***$56,500.00***

With the sell back in D Street Foods, LLC's capacities, the City must reimburse for the capacities being sold back at the original purchased price. The breakdown of the reimbursement will be as follows:

SELLBACK CAPACITY REIMBURSEMENT

	Capacity	Cost	TOTAL
Flow (gpd)	525,000	$90,000.00 (per million gallon)	$47,250.00
Biochemical Oxygen Demand (BOD) lbs/day	4,500	$10.00 (per pound)	$45,000.00
Total Suspended Solids (TSS) lbs/day	2,750	$6.00 (per pound)	$16,500.00
REIMBURSEMENT TOTAL			***$108,750.00***

The relinquishment of capacity is permitted by Turlock Municipal Code Section 6-4-1113, Relinquishment of Reserved Capacity.

3. BASIS FOR RECOMMENDATION:

The existing Resolution provides D Street Foods, LLC the opportunity to amend their Resolution, if approved by both parties, as well as sell back excess capacity.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

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

Action Item:

4. Maintain adequate wastewater treatment capacity.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Fund 410 Water Quality Control

Original Capacity Total	$165,250.00
Amended Capacity Total	$ 56,500.00
Total Reimbursement	**$108,750.00**

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the relinquishment of capacity. This alternative is not recommended due to the Turlock Municipal Code providing the ability for excess capacity to be sold back to the City.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE RELINQUISHMENT OF A PORTION OF THE WASTEWATER CAPACITY RESERVED FOR OLIVEWOOD, LLC (AKA D STREET FOODS) FOR THE FOOD PROCESSING FACILITY LOCATED AT 680 D STREET, PURSUANT TO TURLOCK MUNICIPAL SECTION 6-4-1113	**RESOLUTION NO. 2016-**

WHEREAS, in April of 2010, Hormel Foods announced that they would be closing their poultry processing facility located at 680 D Street; and

WHEREAS, on August 24, 2010, the Turlock City Council approved Resolution 2010-150, transferring the wastewater capacity reserved for Hormel Foods to Olivewood, LLC (aka D Street Foods); and

WHEREAS, after six years in business, D Street Foods no longer has the need for such significant wastewater capacity and wishes to relinquish its right to a portion of the wastewater capacity; and

WHEREAS, pursuant to Turlock Municipal Code Section 6-4-1113, reserved wastewater capacity may be relinquished by an industrial user.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby acknowledge that D Street Foods has relinquished wastewater capacity in the amount of 525,000 gallons per day of flow, 4,500 pounds per day of biochemical oxygen demand (BOD), and 2,750 pounds per day of total suspended solids (TSS)(Exhibit A). In return for relinquishing this wastewater capacity, the City of Turlock shall reimburse D Street Foods the value of the relinquished capacity in the amount of $108,750.00. The new reserved wastewater capacity for D Street Foods is as follows:

NEW RESERVE CAPACITY TOTALS

	Capacity	Value	TOTAL
Flow (gpd)	300,000	$90,000.00 (per million gallon)	$27,000.00
Biochemical Oxygen Demand (BOD) lbs/day	2,500	$10.00 (per pound)	$25,000.00
Total Suspended Solids (TSS) lbs/day	750	$6.00 (per pound)	$4,500.00
NEW TOTAL			***$56,500.00***

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby approve the relinquishment of a portion of the wastewater capacity reserved for Olivewood, LLC (aka D Street Foods) for the food processing facility located at 680 D Street, pursuant to Turlock Municipal Code Section 6-4-1113.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CAPACITY UNDER CURRENT PERMIT						RESERVE CHARGES CURRENT PERMIT	
Component	Historical Cost Cost	Per	Current D Street Permit Capacity	Per	Historical Cost on LOI Permit Value	Annual Reserve Charges	Monthly Reserve Charges
Flow	$90,000	Million Gallons	0.825	Million Gallons per Day	$74,250.00	8,465.33	705.44
BOD	$10.00	Lbs per Day	7,000	Lbs per Day	$70,000.00	8,400.00	700.00
TSS	$6.00	Lbs per Day	3,500	Lbs per Day	$21,000.00	2,100.00	175.00
			Current Wastewater Permit LOI V		**$165,250.00**	**$ 18,965.33**	**$ 1,580.44**

CAPACITY EXCHANGED							
Component	Historical Cost per Unit Exchange	Per	D Street Capacity Sold	Per	Historical Cost on Sale	RESERVE CHARGES CAPACITY SOLD	
Flow	$90,000	MM Gal / Day	0.525	MM Gal / Day	$47,250.00	5,387.03	448.92
BOD	$10.00	Lbs per Day	4,500	Lbs per Day	$45,000.00	5,400.00	450.00
TSS	$6.00	Lbs per Day	2,750	Lbs per Day	$16,500.00	1,925.00	160.42
					$108,750.00	**$ 12,712.03**	**$ 1,059.34**

CAPACITY KEPT							
Component	Amount Kept in Historical Dollars	Per	Current D Street Permit Capacity	Per	Historical Cost on New LOI Permit Value	RESERVE CHARGES CAPACITY KEPT	
Flow	$90,000	Million Gallons	0.300	Million Gallons per Day	$27,000.00	3,078.30	256.53
BOD	$10.00	Lbs per Day	2,500	Lbs per Day	$25,000.00	3,000.00	250.00
TSS	$6.00	Lbs per Day	750	Lbs per Day	$4,500.00	525.00	43.75
			Current Wastewater Permit LOI V		**$56,500.00**	**$ 6,603.30**	**$ 550.28**

EXHIBIT A

5Q

City Council Synopsis
September 13, 2016

million acts of kindness

From: Ninus Amirfar, Acting Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of six (6) replacement marked police vehicles and two (2) replacement unmarked police vehicles for the Turlock Police Department and one (1) replacement Fire Marshal vehicle for the Turlock Fire Department from Country Ford Trucks, Ceres, California, with all emergency equipment and aftermarket installation provided by LEHR Auto Electric & Emergency Equipment of Sacramento, California, in an amount not to exceed $55,000 per vehicle and a total amount not to exceed $495,000, from account number 506-00-000-213.51020 "Police Equipment Replacement" and account number 506-00-000-304.51020 "Fire Equipment Replacement," without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and declaring replaced vehicles surplus once replaced

2. DISCUSSION OF ISSUE:

The Turlock Police and Fire Departments regularly replace vehicles and equipment when they reach the end of their service life or if maintenance costs exceed the value of the vehicle or piece of equipment. These replacements were planned and funds have been appropriated in the FY 2016-17 budget. These replacements comply with the established Police and Fire Department's Equipment Replacement Plan.

The Turlock Police Department utilizes a fleet of marked black and white emergency equipped police vehicles for a multitude of policing duties. As of August 12, 2016:

1. Police Vehicle #1292 (502) is seven (7) years old and has approximately 72,000 miles with engine/service time of approximately 4,200 hours of run time.

OK for Agenda

2. Police Vehicle #1293 (503) is seven (7) years old and has approximately (72,000) miles with engine/service time of approximately 4,200 hours of run time.
3. Police Vehicle #1273 (500) is eight (8) years old and has approximately 40,000 miles with engine/service time of approximately 250 hours of run time.
4. Police Vehicle #1284 (528) is eight (8) years old and has approximately 58,000 miles with engine/service time of approximately 3,700 hours of run time.
5. Police Vehicle #1285 (529) is eight (8) years old and has approximately 58,000 miles with engine/service time of approximately 3,700 hours of run time.
6. Police Vehicle #1106 (517) is eight (8) years old and has approximately 58,000 miles with engine/service time of approximately 3,700 hours of run time.

Police Vehicle #1273 has low mileage and low run hours due to this being a watch commander vehicle. This vehicle use has been intermittent due to staffing issues with the Watch Commander position and an increase in use of the replacement vehicle in the following years is expected with the fulfilment of this position.

Police Vehicles #1284 & #1285 were assigned to the CAGE team which was disbanded during the reduction in staffing; therefore, the use of these vehicles fell to special operations such as fair units, overtime details, and/or as needed. You will see a definite increase in use with the replacement vehicles with the incorporation of the new CORE Unit (4) four officers (grant).

Police Vehicle #1106 has been assigned to the School Resource Officer and the use has been limited to driving to and from school along with other special assignments.

The six (6) marked police vehicles will be replaced with 2017 Ford Explorer Interceptor Utility vehicles. This will be the third year since transitioning from the Ford Crown Victoria to the Ford Interceptor Utility vehicle. The above vehicles have been identified for replacement due to mechanical and/or maintenance issues as well as mileage and engine hour concerns. All six (6) of the identified marked police vehicles will be processed for surplus by the City upon replacement of the newly purchased patrol vehicles.

The Turlock Police Department utilizes a fleet of unmarked emergency equipped police vehicles for a multitude of policing duties. As of August 12, 2016:

1. Police Vehicle #1184 is twelve (12) years old and has 81,863 miles.
2. Police Vehicle #1237 is ten (10) years old and has 93,023 miles.

The two (2) unmarked police vehicles will be replaced with 2017 Ford Explorer Interceptor Utility vehicles. The above vehicles have been identified for replacement due to mechanical and/or maintenance issues as well as mileage and engine hour concerns. Both of the identified unmarked police vehicles will be processed for surplus by the City upon replacement of the newly purchased vehicles.

The Turlock Fire Department utilizes a fleet of emergency equipped fire vehicles for a multitude of fire service duties. As of August 12, 2016:

1. Fire Marshal Vehicle (283) is eight (8) years old and has 80,459 miles.

The Fire Marshal vehicle will be replaced with a 2017 Ford Explorer Interceptor Utility vehicle. The above vehicle has been identified for replacement due to mechanical and/or maintenance issues as well as mileage and engine hour concerns. The identified Fire Marshal vehicle will be processed for surplus by the City upon replacement of the newly purchased vehicle.

The adopted budget for FY 2016-17 includes $447,200 for police vehicle replacements in fund 506-00-000-213.51020 "Police Equipment Replacement" and $251,690 for fire vehicle replacements in fund 506-00-000-304.51020 "Fire Equipment Replacement".

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 interest of the City. Staff believes that this purchase of replacement vehicles meets that criteria. Staff solicited quotes from four (4) Ford dealerships for replacement vehicles. Three (3) of the quotes were from Ford dealerships in Stanislaus County. The fourth quote was from a dealership in Alhambra, California who currently holds the state contract for Ford Interceptor vehicles.

Typically, staff would make a recommendation to "piggyback" off the state contract. This would also forgo the need for a formal bid. In this case, staff took the time to check with local dealerships and found there would be a cost savings to purchase locally. The lowest responsible bid was received from Country Ford Trucks, Ceres, California. The total cost of the project will be reduced by several thousand dollars if the City Council chooses to exercise their authority under Section 2-7-08(b)(6) of the Turlock Municipal Code and declare it is in the best interests of the City that the purchase be made without compliance to the formal bid procedure. The quotes received are summarized below:

The quoted prices, including tax and all fees were:

- Country Ford Trucks – Ceres $32,531 per vehicle
- McAuley Ford - Patterson $32,587 per vehicle

- Price Ford of Turlock – Turlock $32,782 per vehicle
- Wondries – Alhambra (State Contract) $34,354 per vehicle

For aftermarket emergency equipment installation, the City maintains a contract with LEHR Auto Electric & Emergency Equipment. The estimated cost to have Lehr remove the emergency equipment from the retiring vehicles and purchase and install necessary emergency equipment into the new vehicles is approximately $16,000 per vehicle for marked police vehicles. Marked patrol vehicles will have their doors and roof painted white. This will be an aftermarket purchase. The estimate for the aftermarket paint is $1,500 per vehicle.

The total cost per marked police vehicle is estimated to be approximately $55,000. The total cost per unmarked police vehicle is estimated to be less than $50,000. The total cost for the Fire Marshal vehicle is estimated to be less than $55,000.

The total for the purchase and equipping of the nine (9) vehicles is estimated to be less than $495,000 total. The purchase and equipment/labor quotes are within the anticipated range per vehicle budgeted expenditures in the FY 2016-17 approved budget.

3. BASIS FOR RECOMMENDATION:

A. These vehicles are scheduled for replacement and funds have been appropriately budgeted according to the approved Equipment Replacement Plan.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 3 Public Safety

General Principles:

1. Public Safety is a core mission for every department and employee of the City.

Action Item:

3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
Funds have been appropriately budgeted in account number 506-00-000-213.51020 "Police Equipment Replacement" and 506-00-000-304.51020 "Fire Equipment Replacement".

Budget Amendment
None

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A. The City Council could choose to deny the replacement of one (1) or more of the identified vehicles. This option is not recommended because these vehicles have been scheduled for replacement as part of the approved vehicle replacement plan.

B. The City Council could direct staff to choose a different vendor. This option is not recommended because the identified vendor is the lowest responsible vendor.

City of Turlock Police and Fire
Vehicle Replacement Quote Comparison

Item	Description	Price	Country	Wondries	McAuley
	2017 Utility Police Interceptor				
K8A	4DR AWD Police 112.6 WB less incentives	$22,955	$22,850		$24,474
JL	DK Toreador RD	NC	NC		NC
G1	Shadow Black	NC	NC		NC
9W	Cloth Front Buckets Rear Vinyl - Front - Unique Heavy-Duty Cloth, Front Bucket Seats, Driver 6-way Power Track	NC	Included		NC
500A	Package 500A	NC	Included		NC
99R	3.7L V6 TIVCT Engine	NC	Included		NC
44C	6 Speed Auto Transmission	NC	Included		NC
53M	SYNC System	$280	$280		$280
17A	Aux Climate Control	$610	$579		$579
17T	Cargo Dome Lamp	$49	$49		$49
18W	Windows - Rear Window Power Delete - Operable from Front Drivers side switches	$24	$24		$24
422	California Emissions	NC	NC		NC
43D	Dark Car Feature - Coutesy Lamps and chimes disbaled when any door is opened	$19	$19		$19
51S	Dual LED Spot Lamps (Unity)	$589	$589		$589
59B	Keyed Alike	$49	$49		$49
60R	Noise Suppression Bonds (Ground Straps)	$95	$95		$95
61S	Conigurable Steering Wheel 4 switches	$148	$149		$148
68G	Rear-Door Handles Inoperable / Locks Inoperable	$33	$33		$33
76D	Defector Plate	$318	$318		$218
76R	Reverse Sensing	$261	$261		$261
85R	Rear Console Plate	$33	$33		$33
66A	Front Headlamp / Lighting Solution - includes base LED Low beam/incandescent (Halogen) High beam headlamp with High beam wig-wag function and two white rectangular LED side warning lights - includes pre-wire for grille LED lights, siren and speaker - wiring, LEF lights included, Controller not included	$809	$809		$809
86T	Tail Lamp / Police Interceptor Housing Only - Pre-exsisting holes with standard twist lock sealed capability (does not include LED installed lights)(eliminates need to drill housing assemblies)	$59	$58		$58
87R	Rear View Camera video is displayed in the rear view mirror	NC	NC		NC
90E	Ballistic Door Panels (Level III) - Drive and Passenger Doors	$3,170	$3,012		$3,012
153	Front licence plate brakcket and fuel charge AND CA Board Fees	$5	NC		$5
B4A	Fleet Invoice	$7	$7		-$1,524
	Destination and Delivery from Ford Motor	$945	$945		$945
	95380 Tax	$2,324	$2,304		$2,313
	Any other charges		$68		$118
	Grand Total	**$32,782**	**$32,531**	**$34,354**	**$32,587**
		July 2016	July 2016	July 2016	July 2016

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF SIX (6) REPLACEMENT MARKED POLICE VEHICLES AND TWO (2) REPLACEMENT UNMARKED POLICE VEHICLES FOR THE TURLOCK POLICE DEPARTMENT AND ONE (1) REPLACEMENT FIRE MARSHAL VEHICLE FOR THE TURLOCK FIRE DEPARTMENT FROM COUNTRY FORD TRUCKS, CERES, CALIFORNIA, WITH ALL EMERGENCY EQUIPMENT AND AFTERMARKET INSTALLATION PROVIDED BY LEHR AUTO ELECTRIC & EMERGENCY EQUIPMENT OF SACRAMENTO, CALIFORNIA, IN AN AMOUNT NOT TO EXCEED $55,000 PER VEHICLE AND A TOTAL AMOUNT NOT TO EXCEED $495,000, FROM ACCOUNT NUMBER 506-00-000-213.51020 "POLICE EQUIPMENT REPLACEMENT" AND ACCOUNT NUMBER 506-00-000-304.51020 "FIRE EQUIPMENT REPLACEMENT," WITHOUT COMPLIANCE TO THE FORMAL BID PROCESS IN ACCORDANCE WITH TURLOCK MUNICIPAL CODE SECTION 2-7-08(b)(6) AND DECLARING REPLACED VEHICLES SURPLUS ONCE REPLACED	RESOLUTION NO. 2016-

WHEREAS, the Turlock Police and Fire Departments replace vehicles on a regular schedule as outlined in the departments' equipment replacement plan; and

WHEREAS, six (6) marked and two (2) unmarked police vehicles and one (1) Fire Marshal vehicle has been identified for replacement this fiscal year; and

WHEREAS, funds have been appropriated in accounts 506-00-000-213.51020 "Police Equipment Replacement" and 506-00-000-304.51020 "Fire Equipment Replacement" for the replacement of identified vehicles in the 2016-2017 fiscal year; and

WHEREAS, quotes from four (4) different dealerships were received with County Ford Trucks, Ceres, California, representing the lowest responsible bid; and

WHEREAS, Turlock Municipal Code Section 2-7-08(b)(6) states that the bidding procedures are not required when the Council adopts a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure; and

WHEREAS, the City Council declares that authorizing the purchase through Country Ford Trucks, Ceres, California, will result in a savings of several thousands of dollars compared to "piggybacking" off of the state contract and therefore is in the best interested of the City; and

WHEREAS, the City of Turlock has a current agreement with LEHR Auto Electric for the purchase and installation of aftermarket emergency equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of six (6) replacement marked police vehicles and two (2) replacement unmarked police vehicles for the Turlock Police Department and one (1) replacement Fire Marshal vehicle for the Turlock Fire Department from Country Ford Trucks, Ceres, California, with all emergency equipment and aftermarket installation provided by LEHR Auto Electric & Emergency Equipment of Sacramento, California, in an amount not to exceed $55,000 per vehicle and a total amount not to exceed $495,000, from account number 506-00-000-213.51020 "Police Equipment Replacement" and account number 506-00-000-304.51020 "Fire Equipment Replacement," without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and declares replaced vehicles surplus once replaced.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Synopsis
September 13, 2016

5R

From: Robert Talloni, Fire Chief

Prepared by: Mark Gomez, Fire Marshal

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 16-360 and Contract No. 16-108 to Harris Construction Cleanup for landscape maintenance and nuisance abatement services for the Turlock Fire Department Neighborhood Services Division, in an annual amount not to exceed $20,000 and $60,000 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-360 pursuant to Turlock Municipal Code Section 2-7-09(c)(5)(i)

2. DISCUSSION OF ISSUE:

A nuisance, as a legal term, is a condition or use of a property or use of a property that interferes with neighbors' use of enjoyment of their property, endangers life, health or safety, or is offensive to others.

Under the Abandoned Property Rehabilitation Act, abandoned properties are presumed to be nuisances, because of their "negative effects on nearby properties and the residents or users of those properties". Because of the harm caused to others, California law authorizes local governments to use their police power to compel the owners of nuisance properties to correct those conditions. If the owner fails to do so, the City can step in and correct or abate the conditions itself. The contractor will assist City staff with nuisance abatement services.

On June 15, 2016, the Purchasing Office issued an informal bid for landscape maintenance and nuisance abatement services by Request for Proposal (RFP) No. 16-360. Six (6) vendors were solicited and one (1) bid proposal was submitted from Harris Construction Cleanup of Fresno, as listed below:

OK for Agenda

	Description	Cost
1.	Pumping pools/spas/excavation	$47 per hour
2.	Board-up (secure) opening/accessible buildings:	
	a) Windows	$85 per window
	b) Doors (front, side, rear with hinges, latch & lock)	$175
	c) Slider door	$200
	d) Garage door opening	$325
3.	Handwork (General clean-up; removal of trash and debris)	$47 per man hour* Refer to contract (pg 16)
4.	Hauling of trash and debris (Asphalt, broken concrete, etc.)	$50 per cubic yard
5.	Dump fee	Refuse, per lb
6.	Photos (price for electronically transmittal photos	No cost
	a) Photo hard copies	$1 per photo

The labor rate is based on prevailing wage, in accordance to the California Labor Code.

Staff is seeking authorization to award for RFP No. 16-360 and Contract No. 16-108 to Harris Construction Cleanup. Harris Construction Cleanup met all the specifications of RFP No. 16-360 and was the sole responsive and responsible bidder pursuant to the Turlock Municipal Code Section 2-7-09(c)(5)(i) Award of Contract.

3. BASIS FOR RECOMMENDATION:

A. Per the Municipal Code, contract shall be awarded by the Council to the lowest responsible bidder except as otherwise provided in this section.

B. In the interest of the general health, safety and community welfare the Contractor will perform repairs and replace, remove, destroy or otherwise remedy the condition for each abatement, under the direction of the Fire Marshal, Neighborhood Preservation Officer, and/or Code Enforcement Technician.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

5. Actively manage all contracts for services:
   a. Enforce clearly stated and agreed upon standards.
   b. Ensure accountability and measure progress.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $20,000 annually

Budget Amendment: 110-30-300.4401_061 "Nuisance Abatement"

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the service agreement. This alternative is not recommended; the use of City staff for abatement services has adversely impacted regularly scheduled maintenance in other areas of the City.

B. City staff is no longer a cost effective option for abatement services.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
HARRIS CONSTRUCTION CLEANUP
for
LANDSCAPE MAINTENANCE AND NUISANCE ABATEMENT SERVICES
CITY CONTRACT 16-108

THIS AGREEMENT is made this 13TH day of September, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **HARRIS CONSTRUCTION CLEANUP**, a California Sole Proprietorship, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for landscape maintenance and nuisance abatement services for Turlock Fire Neighborhood Services Division; and

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

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Twenty Thousand and No/100ths Dollars ($20,000) and in no event shall the total of this agreement exceed ($60,000) for a period of thirty-six months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda

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

(b) Payment:

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

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

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

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

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

4. TERM OF AGREEMENT: This Agreement shall become effective September 14, 2016 and end September 13, 2019, subject to CITY's availability of funds.

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

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

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

(1) Insurance Services Office Commercial General Liability coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR, its agents, officers and employees are and, at all times during

the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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. CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR 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. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

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

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

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

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

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

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 CONTRACTOR'S charges to CITY under this Agreement.

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

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

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

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

30. RECORD INSPECTION AND AUDIT: CONTRACTOR shall maintain adequate records to permit inspection and audit of CONTRACTOR's time and material charges under this Agreement. CONTRACTOR shall make such records available to CITY during normal business

hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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 CONTRACTOR: **HARRIS CONSTRUCTION CLEANUP**
ATTN: FLOYD HARRIS SR.
PO BOX 11963
FRESNO, CA 93776
PHONE: (559) 647-2960
FAX: (559) 266-5828
EMAIL: annetteharris@comcast.net

for CITY: **CITY OF TURLOCK**
ATTN: MARK GOMEZ
TURLOCK FIRE DEPARTMENT
244 NORTH BROADWAY
TURLOCK, CALIFORNIA 95380
PHONE: (209) 668-5550 EXT. 1505
FAX: (209) 668-5558
EMAIL: mgomez@turlock.ca.us

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

Mark Gomez, Fire Marshal
Turlock Fire Department Neighborhood Services Division
244 N. Broadway
Turlock, California 95380-4737
Telephone: (209) 668-5550 Ext. 1505
E-mail: mgomez@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Robert Talloni, Fire Chief

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

HARRIS CONSTRUCTION CLEANUP

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
LANDSCAPE MAINTENANCE SERVICES FOR NUISANCE ABATEMENT

SCOPE OF WORK

1.1 Scope and Level of Services

a) The Contractor shall provide timely abatement of general public nuisances to include emergency abatements at specified locations at the direction of the City and upon receipt of written instructions from the Fire Neighborhood Services Division, or other duly authorized person(s) concerning the quality of materials and expertise required to perform such abatement services. Unless otherwise restricted, minor dimension changes and detailed adjustments may be made in the interest of the abatement or for the ability to satisfy the abatement performance, provided that the general intent is maintained and the property is restored to its original state as nearly as possible. Such changes or recommendations shall be made only upon the approval of the Code & Neighborhood Services Official or his or her designee. To the extent so specified by the Fire Department, the Contractor shall secure and pay for all necessary permits, governmental authorizations, licenses, inspections, and all other similar requirements.

b) The City of Turlock reserves the right to utilize one or more Contractors for general nuisance abatement services. **The Contractor must be able to complete the work within three (3) days of assignment. In the case of an emergency abatement, Contractor must be able to respond within 24 hours of contact.** Should an Agreement be executed with more than one Contractor, then all Contractors issued an Agreement shall be utilized on a rotational basis. Should a Contractor with an Agreement not be available to provide the service or complete the work within the required time, the City shall have the right to contact another Contractor from the "rotational" list. The first Contractor will remain in the rotation for future required work, unless such Agreement is terminated.

c) Upon prior approval and request of the Code & Neighborhood Services Official or his designee, the Contractor shall work during such hours as may be necessary to provide the approved and requested services. The Contractor may determine when such hours will be worked, and may vary such hours from time to time within the Contractor's sole discretion, provided that the goals and objectives of the City are not thereby impeded or disrupted.

d) Contractor agrees to represent himself/herself at City meetings when and if the quality and/or cost of abatement services performed come into question or is disputed by any party to the action.

1.2 Methods of Abatement

a) Methods may include, but not be limited to the demolition, removal, repair, maintenance, construction, reconstruction, replacement, or reconditioning of

structures, appliances or equipment, installation of temporary chain link fencing, boarding up of windows, doors or other openings; or the pumping of stagnant water from pools; or the removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of harboring, breeding, or attracting rodents or insects or producing odors or blight. When boarding up and securing buildings and other structures, the following methods shall be utilized:

- When applicable, all buildings ordered to be secured by the Fire Department, Code & Neighborhood Services Division will be with minimum 3/4" CDX type plywood. All windows will be secured with 5/8" carriage bolts with washers through the plywood secured with a minimum 2 x 4 bracing (inside) horizontally at the top and bottom. When bolting is not permissible, nails will be acceptable provided a minimum 16d nail is used which is spaced at 6" intervals on the edge. Such edges shall have a relief of 4" overlap at the windows.

- Sliding glass doors shall be secured in similar fashion. All rear and side entry doors shall be secured to prevent entry. Front doors will be framed on stock with a minimum of 3 hinges appropriately spaced with a hasp and lock. All locks used shall be Master Locks or of similar quality with two (2) keys provided to the Code Officer in charge of the abatement.

- All exterior plywood used shall be painted with colors that best blend with the pre-existing exterior paint, when specified by Code Compliance Officer or designee.

- All exterior debris shall be removed to an authorized disposal site.

b) Methods for the emergency abatement of wells, septic tank systems, or excavations may be included, but not be limited to, the placing of a well cap or similar device over the opening that cannot be readily removed. A 10' x 10' area shall be staked and taped off with caution tape or fenced with a chain link fence (minimum 7' in height with barb wire) minimum secured to the ground. Said method shall be dependent upon the extent of the potential danger such as the collapsing of walls, etc. and shall be installed to prevent trespassing or vandalism of the site. Danger signs shall be posted on all four (4) sides of the marked or fenced area.

Abatement of the well, septic tank system or excavation shall be the ultimate responsibility of the property owner in accordance with adopted procedures by local agencies and by a licensed C-57 well Contractor.

1.3 Material and Equipment

The Contractor shall provide, at his own expense, all labor, material and equipment necessary to safely and effectively perform general nuisance abatement services. This includes, but is not limited to, the following:

A) Plywood;
B) Portable generator;
C) Lawnmower;
D) Weed Whacker or similar tool;
E) Pump for removal of stagnant water, etc.
F) Temporary chain link fencing (minimum of 400 feet and 5' in height);
G) Utility trailer or truck for hauling (minimum of 5 cubic yard capacity);
H) Trash containers;
I) Lime;
J) Shovels, rakes, hammers, nails and other special equipment, materials or tools necessary to perform abatement services;
K) One fully equipped backpack pump water type fire extinguisher;
L) Ladders;
M) Lighting.

4. Process and Authorization for Work

General nuisance abatement services shall be performed on both public and private property on a citywide basis only as approved and directed by the City. All general nuisance abatement services shall be performed by Contractor in accordance with written request for service and the forwarding of "Written Notice for Request for Service" by the City of Turlock in each instance. Upon such request for service, Contractor shall set an acceptable time for the nuisance abatement as approved by the City. The work shall be performed in a prompt, thorough, lawful and workmanlike manner. Contractor shall notify City immediately upon completion of each work assignment. The Contractor shall submit, **within 7 working days** copies of all properly executed abatement service worksheets with each invoice statement to the City after the abatement has been completed. Receipts of all materials purchased and any fees paid (e.g. landfill fees) shall also be submitted with each invoice statement.

5. Protection and Restoration of Existing Improvements

In respect to work performed under the Agreement, the Contractor shall be responsible for the protection of all improvements adjacent to the work, including, but not limited to, sprinkler systems, drain pipes, lawns, plantings, brick work, masonry work, fences, walls, sidewalks, street paving, located on either public or private property. All abatement services shall be performed with maximum practical consideration for conservation of materials, energy, and water. Salvaging of materials is prohibited unless written authorization is obtained by the Code & Neighborhood Services Official or his or her designee. Any profit that may be derived from such authorized salvaging shall be considered for offsetting actual abatement costs, and will be determined on a case by case basis. If any improvements are removed or damaged, other than those designated for

correction or abatement, then such improvements shall be repaired or replaced in kind at the Contractor's expense.

6. Payment Requirements

a) As a prerequisite to payment, the Contractor shall submit to the City an original invoice setting forth the time, date, location (address or Assessor's Parcel Number), name of the Code Compliance Officer and case file number for each completed job and the scope of the abatement services performed. The Contractor will submit a "Contractor Worksheet" for each abatement performed (Attachment A). The Contractor shall also submit a minimum of four (4) regular digital color photographs of four different views clearly showing the areas to be abated, together with the same number of digital color photographs taken of the same areas after the abatement. All photos must be clearly identified/marked with the date the photo was taken, a reference to "Before" or "After" picture, and the Assessor Parcel Number. In addition, a photo shall be taken of removed and loaded debris prior to removal from the site accompanied with dump receipts. **EACH PAYMENT REQUEST SHALL BE SUBMITTED WITHIN SEVEN (7) WORKING DAYS OF THE COMPLETION OF THE ABATEMENT SERVICES.**

b) The City will review each invoice and a copy of the certified payroll submitted by the Contractor, along with the accompanying photographs, and will inspect the properties, which the Contractor has designated as work completed in order to determine that the Contractor has properly invoiced, documented and executed the required services.

c) Failure to comply with all requirements of this Agreement may result in non-payment for work performed.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 16-360

BID DUE DATE: JUNE 15, 2016 AT 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"LANDSCAPE MAINTENANCE SERVICES"
FOR
NUISANCE ABATEMENT

1) **Return original bid to:** **City of Turlock**
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Harris Construction Clean up

Address: PO Box 11963

Telephone Number 559-647-2960 **Fax Number** 559-266-5828

E-Mail Address Annetteharris@Comcast.net

Authorized Representative (print) Floyd Harris Sr.

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Bid No. 16-360

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Landscape Maintenance for Nuisance Abatement Services, at the prices indicated herein.

NOTE: Proposers **must** submit this page AND the next. You may attach additional pages if necessary.

1. FEE SCHEDULE: For services rendered pursuant to this Agreement, the Contractor shall be compensated according to the fee schedule outlined in this Exhibit which will remain in effect for a period of 36 months.

2. STANDARD AGREED PRICING: To maintain consistency in the cost of landscape maintenance for abatement work performed for the City, Contractor agrees to adhere to the following pricing standards:

Note: ***PROPOSAL CALLS FOR PREVAILING WAGE RATE.***

Pumping pools/spas/excavations	$ 47/hour
Board up (secure) openings/accessible buildings:	
Windows	$ 85/window
Doors (front, side, rear/with hinges, latch & lock)	$ 175
Slider door	$ 200
Garage door opening	$ 325
Handwork (General clean up; removal of trash and debris)	$ 47 per man hour*
Hauling of trash and debris (Asphalt, broken concrete, etc.)	$ 50 per cubic yard
Dump Fees	$ Cost Dump Receipt Required
Photos	$ 0 each
Other abatement work (not listed above)	**To be negotiated by Code & Neighborhood Services Official

NOTE: A flat rate of $ 300 may be assessed for job site abatement work that does not exceed a total of 3 man hours.

* ***Any abatement work/jobs that are projected to require or will require an excess of four (4) man hours of "handwork" will require prior approval by the Code & Neighborhood Services Official or his or her designee.***

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Bid No. 16-360

Harris Construction
Clean up

acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace
Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

Contractor's License No. 753486 Expiration Date: 5-31-17

Department of Industrial Relations registration number: 1000023640

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Harris Construction Clean up.
Company Name

Floyd Harris Sr.
Signature of Authorized Representative

77-0519182
Federal Tax ID Number

55

City Council Synopsis
September 13, 2016

From: Robert A. Talloni, Fire Chief

Prepared by: Gary Carlson, Fire Operations Chief

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds of $22,027 from Fiscal Year 2015-16 to account number 110-30-300.44030_027 "Minor Equipment New Recruit Safety Gear" from Fund 110 "General Fund" reserve balance for the purchase of safety clothing and equipment

2. DISCUSSION OF ISSUE:

It is mandatory that all firefighters who enter immediately dangerous to life and health (IDLH) environments have proper safety clothing and equipment. OSHA regulations specifically state, that all equipment must meet various safety standards and must be checked regularly. The addition of new firefighters last year made the purchase of additional safety clothing necessary.

In May of 2016, the Fire Department purchased several sets of safety gear and equipment to outfit new firefighters and replace outdated gear. Due to a backlog at the manufacturer, the equipment did not arrive before the end of the fiscal year. Staff is requesting to re-appropriate unspent funds of $22,027 from the Fiscal Year 2015-16 budget to the Fiscal Year 2016-17 budget to cover the cost of this equipment.

3. BASIS FOR RECOMMENDATION:

A purchase order was created, and these items were ordered in June of 2016. Due to these items not being delivered prior to June 30, 2016, the deadline for the use of the Fiscal Year 2015-16 funding, staff is requesting the funds be re-appropriated in Fiscal Year 2016-17 to make payment for these items.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2: Fiscal Responsibility

OK for Agenda

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

Action Item:
1. Create a balanced and sustainable budget.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

$22,027

Budget Amendment

Re-appropriating unspent funds of $22,027 from Fiscal Year 2015-16 to account number 110-30-300.44030_027 "Minor Equipment New Recruit Safety Gear" from Fund 110 "General Fund" reserve balance for the purchase of safety clothing and equipment.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the re-appropriation. Staff does not recommend this alternative as it was previously budgeted for and is needed to cover the cost of the clothing and equipment.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING UNSPENT FUNDS OF $22,027 FROM FISCAL YEAR 2015-16 TO ACCOUNT NUMBER 110-30-300.44030_027 "MINOR EQUIPMENT NEW RECRUIT SAFETY GEAR" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE FOR THE PURCHASE OF SAFETY CLOTHING AND EQUIPMENT	**RESOLUTION NO. 2016-**

WHEREAS, in June of 2016 the Turlock Fire Department purchased safety clothing and equipment for the purchase of outfitting our firefighters; and

WHEREAS, proper safety clothing and equipment are vital for firefighter protection while carrying out duties in environments that are immediately dangerous to life and health (IDLH); and

WHEREAS, the use of safety clothing and equipment is mandated by OSHA; and

WHEREAS, the funding to purchase the safety equipment was included in the Fiscal Year 2015-16 budget; and

WHEREAS, the equipment was delayed at the factory due to high demand but has now arrived.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate unspent funds of $22,027 from Fiscal Year 2015-16 to account number 110-30-300.44030_027 "Minor Equipment New Recruit Safety Gear" from Fund 110 "General Fund" reserve balance for the purchase of safety clothing and equipment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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City Council Synopsis
September 13, 2016

From: Robert A. Talloni, Fire Chief

Prepared by: Gary Carlson, Fire Operations Chief

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds of $1,346 from Fiscal Year 2015-16 to account number 110-30-300.44030_017 "Minor Equipment Radio Equipment" from Fund 110 "General Fund" reserve balance for the purchase of one (1) BK VHF radio

2. DISCUSSION OF ISSUE:

Radio equipment is vital for the Fire Department to maintain communications, provide for safety, and complete fire ground tasks. In 2016, the Fire Department received a State of California OES engine to be deployed on strike team assignments. VHF radio equipment is necessary for OES assignments.

In June of 2016, the Fire Department purchased one (1) BK VHF radio meant for use on the OES engine. Due to high demand for this product, it was placed on back order and did not arrive before the end of the fiscal year. Staff is requesting to re-appropriate unspent funds of $1,346 from the Fiscal Year 2015-16 budget to the Fiscal Year 2016-17 budget to cover the cost of this radio.

3. BASIS FOR RECOMMENDATION:

A purchase order was created and this item was ordered in June of 2016. Due to this item not being delivered prior to June 30, 2016, the deadline for use of the Fiscal Year 2015-16 funding, staff is requesting that the funds be re-appropriated in Fiscal Year 2016-17 to make payment for this item.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

1. Create a balanced, sustainable budget.

OK for Agenda

Action Item:

1. Create a balanced and sustainable budget.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

$1,346

Budget Amendment

Re-appropriating unspent funds of $1,346 from Fiscal Year 2015-16 to account number 110-30-300.44030_017 "Minor Equipment Radio Equipment" from Fund 110 "General Fund" reserve balance for the purchase of one (1) BK VHF radio.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the re-appropriation. Staff does not recommend this alternative as it was previously budgeted for and is needed to cover the cost of the radio.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING UNSPENT FUNDS OF $1,346 FROM FISCAL YEAR 2015-16 TO ACCOUNT NUMBER 110-30-300.44030_017 "MINOR EQUIPMENT RADIO EQUIPMENT" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE FOR THE PURCHASE OF ONE (1) BK VHF RADIO	**RESOLUTION NO. 2016-**

WHEREAS, in June of 2016 the Turlock Fire Department purchased one BK VHF radio for the purpose of placing it on the OES engine; and

WHEREAS, high demand for this radio caused the delivery to be delayed past June 30, 2016; and

WHEREAS, the use of radios is vital for firefighting operations; and

WHEREAS, the funding to purchase this radio was included in the Fiscal Year 2015-16 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate unspent funds of $1,346 from Fiscal Year 2015-16 to account number 110-30-300.44030_017 "Minor Equipment Radio Equipment" from Fund 110 "General Fund" reserve balance for the purchase of one BK VHF radio.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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City Council Synopsis
September 13, 2016

From: Robert A. Talloni, Fire Chief

Prepared by: Gary Carlson, Fire Operations Chief

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to the job description for the position of Fire Battalion Chief effective September 13, 2016

2. DISCUSSION OF ISSUE:

The Fire Battalion Chief provides supervision to their assigned shift in the provision of fire suppression, emergency medical services, fire prevention, shift training and investigation activities. The Fire Battalion Chief also acts as Incident Commander at emergency scenes on their assigned shift. The incumbent works under the direction of the Division Chief and/or Fire Chief to supervise personnel and activities of an assigned shift.

The Turlock Fire Department has not updated the job description for Fire Battalion Chief since May of 2006. During that period of time the Fire Command 2A and Fire Management 2A courses, which are required within 18 months of appointment, have become outdated and are no longer available as part of the State Fire Marshal curriculum.

3. BASIS FOR RECOMMENDATION:

Based on changes with the State Fire Marshal training curriculum, it is necessary that the educational requirements for the Fire Battalion Chief position be modified to reflect the removal of the Fire Command 2A and Fire Management 2A courses (Attachment A).

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:

2. Provide clear organization purpose and vision.

OK for Agenda

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None by this action

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve modifications to the existing Fire Battalion Chief Job Description. Staff does not recommend this option as the applicants will not be able to meet this standard.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING MODIFICATIONS TO THE JOB DESCRIPTION FOR THE POSITION OF FIRE BATTALION CHIEF EFFECTIVE, SEPTEMBER 13, 2016	**RESOLUTION NO. 2016-**

WHEREAS, the job description for Fire Battalion Chief has not been modified or updated since 2006; and

WHEREAS, there have been changes to the State Fire Marshal courses required for the position of Fire Battalion Chief; and

WHEREAS, Fire Command 2A and Fire Management 2A classes are no longer offered and therefore the requirement can no longer be fulfilled by the applicant ; and

WHEREAS, the requested modifications are detailed in Attachment A of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the modifications to the job description for the position of Fire Battalion Chief effective, September 13, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

FIRE BATTALION CHIEF

DEFINITION

Under direction, the incumbent is responsible to supervise an assigned shift in the provision of fire suppression, emergency medical services, fire prevention inspection shift and/or department training and investigation activities; act as Incident Commander during assigned shift; plan, organize and coordinate shift assignments; administer the performance evaluation system and may assume responsibility for specialty function areas for an assigned shift.

This classification is assigned to the Firefighter's Bargaining Unit for labor relations purposes and is subject to overtime and call-back assignments.

DISTINGUISHING CHARACTERISTICS

The Fire Battalion Chief is distinguished from the Fire Captain classification in that the former provides supervision to the entire shift. The Fire Battalion Chief shall serve as the Incident Commander for major emergency events occurring while on shift. The Fire Battalion Chief coordinates all shift activities under the direction of the Fire Chief or designee.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to, the following:

Performs all essential functions of the Fire Captain including:

- Responds to emergency calls of all types including but not limited to: fire suppression, emergency medical response, and hazmat releases, and assumes responsibility as Incident Commander unless relieved by a senior officer.
- Assists in all aspects of fire fighting operations; Operates resuscitator, other emergency equipment and administers medical aid.
- Supervises vehicle maintenance and may perform mechanical repairs.
- Conducts maintenance procedures to facilities and equipment.
- Answers general questions from the public.
- Plans, organizes and directs, under the supervision of the Fire Chief, the functioning of specialty areas within the Fire Department.

- Enforces Fire Department rules and regulations.
- Performs a wide variety of general staff work as assigned.
- Prepares reports, processes forms and makes recommendations and other required administrative procedures for assigned station and/or company.
- Investigates cause and origin at a fire scene.
- Studies and applies principles of fire hazard identifications and fire fighting techniques.
- Participates in drills and exercises and conducts same.
- Performs fire inspection and prevention duties.
- Supervises shift and crew at station and emergency scene.
- Develops, supervises and/or administers training in fire fighting tactics, chemistry, rescue, safety and related areas.

In addition, performs the following expanded duties beyond those required of a Fire Captain:

- Directly supervises Officers/Engineers and Firefighters on an assigned shift.
- Schedules shift assignments, implements disciplinary action, and administers daily shift activities within the framework of Departmental and City goals.
- Administers the Fire Department's employee performance appraisal and progressive disciplinary system, up to and including written reprimands for assigned shift. Makes recommendations regarding appointment of new personnel.
- Maintains all records of vacations, holidays, and sick days utilized by members of shift.
- Coordinates special projects which involve members of their assigned shift and insure coordination with other shifts as required.
- Develops and coordinates monthly activity schedules and reviews such with Battalion Chiefs.
- Enforces all Fire Department Rules, Regulations, Codes and Ordinances.
- Assumes coordination role of purchasing supplies for assigned shift.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles, practices and procedures of modern fire suppression, prevention, management and equipment, and the ability to apply the knowledge to fire control and fire prevention situations.
- Emergency/medical aid procedures and techniques, the geography of the City and of major fire hazards and water supply systems.
- Building materials and construction and the principles of combustion.
- Local, state and national codes, ordinances and laws relating to fire prevention.
- Principles and supervision, management and training.
- Rules, regulations and procedures of the Fire Department.
- Principles of administration, including personnel, budgeting/purchasing and goal development and implementation.
- Current Incident Command System and implementation measures within it.
- Operation and maintenance of apparatus utilized in modern firefighting operations.
- Fire investigation methods, practices and procedures.
- First aid and emergency medical practices.

Ability to:

- Lead personnel effectively and maintain discipline.
- Organize, implement and supervise departmental goals and coordinate training on an assigned shift.
- Interpret, explain and apply fire prevention laws and departmental rules and regulations.
- Represent the Department in public forums.
- Establish and maintain cooperative relationships with those contacted during course of work.

EXPERIENCE AND EDUCATION

Experience:

Five years of fire fighting experience, including at least three years with the Turlock Fire Department as a Fire Captain.

Education:

Possession of an Associate Degree in Fire Science or related field at time of appointment.

Possession of C.S.F.M. Fire Officer Certificate at time of appointment.

~~Within eighteen months of appointment, the incumbent must complete Fire Management 2a and Fire Command 2a in the California Fire Academy System.~~

LICENSE OR CERTIFICATE

Possession of a valid Class B California Driver's license and maintenance of the same as a condition of continued employment.

Possession of an EMT-D Certificate and maintenance of the same as a condition of continued employment.

PHYSICAL REQUIREMENTS

At time of appointment to this position, incumbents must possess the physical ability and stamina to meet fire and safety protection line duties including: vision corrected sufficiently to drive City vehicles and apparatus and meet medical standards established by the Department of Motor Vehicles to maintain Class B Driver's License, read blueprints, fine print and MDT's; hear well enough to identify mechanical noises, converse on the radio, telephone, and in person over incident noise; bodily mobility to crawl in attics, maintain balance on narrow platforms, to climb ladders, make rapid transitions from rest to near maximal exertion without warm-up periods; use of hands and fingers to write, drive vehicles and administer medical treatment; must be able to lift equipment and people as necessary; free from any physical, emotional or mental condition that might adversely affect the ability to exercise the duties of the position; tolerate extreme fluctuations in temperature while performing essential functions, must perform physically demanding work in hot (up to 400 F), and humid (up to 100% humidity) atmospheres while wearing firefighting equipment which significantly impairs body cooling mechanisms.

Reviewed and Approved: _____ _____

Personnel Officer Date

March 1998
Revised 10/03
Revised 5/06
Revised 9/16

5V

City Council Synopsis

September 13, 2016

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 Champion Industrial Contractors, Inc. for preventive maintenance, filter change out and repair services for HVAC units for City owned and leased buildings, correcting the compensation from a total amount to an annual amount of $35,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On June 23, 2015, City Council approved an agreement with Champion Industrial Contractors, Inc. for preventive maintenance, filter change out and repair services for HVAC units for City owned and leased buildings. The agreement stipulated the contract shall not exceed thirty five thousand and no/100ths dollars ($35,000) 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 owned and leased buildings require preventive maintenance inspections in the Fall and Spring season, in addition to four (4) filter change outs bi-monthly for all air conditioning/heating units.

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: $35,000

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with preventive maintenance for HVAC units for City owned and/leased buildings 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
CHAMPION INDUSTRIAL CONTRACTORS, INC.
for
PREVENTIVE MAINTENANCE AND FILTER CHANGE OUT AND REPAIR SERVICES FOR HVAC UNITS
CONTRACT NO. 15-006

THIS AMENDMENT, dated September 13, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and CHAMPION INDUSTRIAL CONTRACTORS, INC., (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated June 23, 2015, whereby CONTRACTOR will provide preventive maintenance, filter change out and repair services for HVAC units for City's owned and lease 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 CONTRACTOR in accordance with Exhibit A and B as full remuneration for performing all services and furnishing all staffing and materials called for in Section 1 and for performance by CONTRACTOR of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Thirty Five Thousand and No/100^{ths} Dollars ($35,000.00) 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

CHAMPION INDUSTRIAL CONTRACTORS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

5W

City Council Synopsis

September 13, 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 Jorgensen Company, Inc. to provide annual portable fire extinguisher inspections and services, correcting the compensation from a total amount to an annual amount of $15,428 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On September 8, 2015, City Council approved an agreement with Jorgensen Company, Inc. to provide annual portable fire extinguisher inspections and services. The agreement stipulated the contract shall not exceed fifteen thousand four hundred twenty eight and no/100ths dollars ($15,428) 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. All portable fire extinguishers must be serviced and inspected annually in accordance with the National Fire Protection Association (NFPA), and current standards rules and regulations of the State of California Fire Marshall's Office, local codes, and standards.

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: $15,428

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with annual service and inspections of portable fire extinguishers 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
JORGENSEN COMPANY, INC.
for
PORTABLE FIRE EXTINGUISHER INSPECTIONS & SERVICES
CONTRACT NO. 15-111

THIS AMENDMENT, dated September 13, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and JORGENSEN COMPANY, INC., (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated September 8, 2015, whereby CONTRACTOR will provide annual portable fire extinguisher inspections and services (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 Section 1 and for performance by CONTRACTOR of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifteen Thousand Four Hundred Twenty Eight and No/100^{ths} Dollars ($15,428.00) 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

JORGENSEN COMPANY, INC.

By: _____

Title: _____

Print name: _____

Date: _____

City Council Synopsis

September 13, 2016

5X

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 Pacific Records Management to provide document destruction services for secure off-site and on-site shredding of confidential documents and other media (i.e. compact disks, film, negative, blueprints, microfiche, tapes transparencies, ribbons, etc.) as required by the various departments in need of secure destruction of sensitive information, correcting the compensation from a total amount to an annual amount of $5,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

On April 28, 2015, City Council approved an agreement with Pacific Records Management to provide document destruction services for secure off-site and on-site shredding of confidential documents and other media (i.e. compact disks, film, negative, blueprints, microfiche, tapes transparencies, ribbons, etc.) as required by the various departments in need of secure destruction of sensitive information. The agreement stipulated the contract shall not exceed five thousand and no/100ths dollars ($5,000) 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 City of Turlock requires a NAID (National Association for Information Destruction) certified service provider for secure collection, transportation, and certified destruction of confidential documents and other media.

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: $5,000

The adopted budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with secure destruction of confidential documents 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
PACIFIC RECORDS MANAGEMENT
for
DOCUMENT DESTRUCTION SERVICES
CONTRACT NO. 15-026

THIS AMENDMENT, dated September 13, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and PACIFIC RECORDS MANAGEMENT, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated April 28, 2015, whereby CONTRACTOR will provide document destruction services for secure off-site and on-site shredding of confidential documents and other media (i.e. compact disks, film, negative, blueprints, microfiche, tapes transparencies, ribbons, etc.) as required by the various departments in need of secure destruction of sensitive information (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 Section 1 and for performance by CONTRACTOR of all its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Five Thousand and No/100^{ths} Dollars ($5,000.00) 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

PACIFIC RECORDS MANAGEMENT

By: _____

Title: _____

Print name: _____

Date: _____

City Council Synopsis
September 13, 2016

5Y

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Julie Burke, Senior Accountant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the release of unclaimed checks pursuant to California Government Code Sections 50050 and 50053 to the City of Turlock

2. DISCUSSION OF ISSUE:

Section 50050 of the California Government Code outlines the process for the notification process of the unclaimed checks, and Section 50052 describes the claiming process by a party of interest.

Section 50053 of the California Government Code allows for unclaimed checks held over three (3) years to become the property of the local agency after notice if not claimed or if no verified complaint is filed and served.

3. BASIS FOR RECOMMENDATION:

A. The City of Turlock adopted a policy for the disposition of unclaimed checks on 11/23/04 in accordance with California Government Code Sections 50050-50056. The unclaimed check policy is established to provide the proper mechanisms to take possession of long standing unclaimed checks in accordance with government statutes and to ensure the propriety of the related accounting transactions. We have followed the process and therefore the money becomes the property of the City.

B. Staff has reviewed all outstanding checks and has determined that the checks summarized in Attachment "A" meet the criteria defined in the unclaimed check policy. A public notice was published on 6/29/16 and 7/6/16.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

OK for Agenda

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $3,919.07

Amount will increase revenue in XXX-XX-XXX.37050 "Unclaimed Property" in the Funds upon which the original check was drawn (as detailed in Attachment "A").

Budget Amendment
None required.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. There is no acceptable alternative. Leaving these unclaimed checks on the books as outstanding ties up City funds unnecessarily.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE RELEASE OF UNCLAIMED CHECKS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 50050 AND 50053 TO THE CITY OF TURLOCK	**RESOLUTION NO. 2016-**

WHEREAS, Section 50050 of the California Government Code outlines the process for the notification process of the unclaimed checks; and

WHEREAS, Section 50053 of the California Government Code allows for unclaimed checks held over three (3) years to become the property of the local agency after notice if not claimed or if no verified complaint is filed and served; and

WHEREAS, each of the checks listed on the attached summary (Attachment "A") meet this criteria.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the release of unclaimed checks pursuant to California Government Code Sections 50050 and 50053 to the City of Turlock in the total amount of $3,919.07 back to the Funds upon which the original checks were drawn.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Attachment "A"

CITY OF TURLOCK
UNCLAIMED CHECKS

Check Number	Check Date	Account Type	Payee	Amount	Fund
90777	10/25/12	Accounts Payable	Critical Path Construction	$ 249.00	110
125412	12/31/12	Payroll	Cudo Jr, Stephen Paul	$ 326.80	110
125577	1/1/13	Payroll	Cudo Jr, Stephen Paul	$ 161.61	110
125764	2/5/13	Payroll	Cudo Jr, Stephen Paul	$ 78.50	110
92588	3/29/13	Accounts Payable	C.V.C.S. - Central Valley	$ 155.00	110
126467	4/5/13	Payroll	Bonzi, Katie Marie	$ 46.18	110
92830	4/18/13	Accounts Payable	Gonzalez, Juana	$ 17.00	110
				$ 1,034.09	
91579	1/10/13	Accounts Payable	Morgan, Kristin	$ 18.00	203
92935	4/25/13	Accounts Payable	Clausen, Chloe	$ 18.00	203
				$ 36.00	
89552	7/30/12	Accounts Payable	Deering, Harold J.	$ 36.75	420
89768	8/14/12	Accounts Payable	Parks, Samuel W.	$ 38.67	420
92269	3/12/13	Accounts Payable	Maciel, Ricardo M.	$ 188.56	420
				$ 263.98	
31413	November 2012	Workers Comp	Golden Bear	$ 86.35	510
31548	January 2013	Workers Comp	Express Scripts, Inc.	$ 42.35	510
31573	January 2013	Workers Comp	Express Scripts, Inc.	$ 469.17	510
31723	February 2013	Workers Comp	Law Office of Joseph J. Barlupo, LLC	$ 739.50	510
32065	May 2013	Workers Comp	Nortert, Ralph, Ph.D.	$ 530.83	510
40001	July 2013	Workers Comp	Freese & Gianelli Claims Service Inc.	$ 716.80	510
				$ 2,585.00	
			TOTAL	$ 3,919.07	

City Council Synopsis
September 13, 2016

52

From: Gary R. Hampton, City Manager

Prepared by: Kellie E. Weaver, City Clerk
Jennifer Land, City Clerk Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2014-112 and adopting an amended Conflict of Interest Code for the City of Turlock and the list of "Designated Employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700)

2. DISCUSSION OF ISSUE:

All state and local government agencies (including cities and counties) are required to adopt conflict of interest codes designating certain positions which entail the making or participation in the making of decisions which may affect the employee's financial interests. City Council approved the current Conflict of Interest Code under Resolution No. 2014-112 at the June 24, 2014 City Council meeting.

The Political Reform Act requires each city to review its Conflict of Interest Code biennially and notify the City Council as to whether or not the Code needs to be amended. The completed biennial notice must be submitted to the City Council no later than October 3, 2016.

3. BASIS FOR RECOMMENDATION:

Staff's recommendation is based on the requirements of the California Government Code Section and the positions within the City of Turlock where a personal financial interest may potentially be affected through the employee's decision-making capacity at the City.

Policy Goals and Implementation Plan Initiative:

<u>Policy Goal #1 – Effective Leadership</u>

General Principle:
3. Be accountable and provide recognition when appropriate.

OK for Agenda

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The adoption of this resolution will not impact the adopted budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may wish to leave the Conflict of Interest Code status quo and not include the recommended/amended designated positions.

2016 Local Agency Biennial Notice

Name of Agency: City of Turlock

Mailing Address: 156 S. Broadway, Ste. 230, Turlock, CA 95380

Contact Person: Kellie E. Weaver Phone No. (209) 668-5540, Ext. 1110

Email: kweaver@turlock.ca.us Alternate Email: jland@turlock.ca.us

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ○ Include new positions
- ● Revise disclosure categories
- ● Revise the titles of existing positions
- ○ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ● Other *(describe)* Reassigned job title to different department

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2014-112 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE CITY OF TURLOCK AND THE LIST OF "DESIGNATED EMPLOYEES" AND THEIR REPORTING CATEGORIES FOR FILING THEIR CONFLICT OF INTEREST STATEMENT (FORM 700)	**RESOLUTION NO. 2016-**

WHEREAS, the Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict of interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure requirements shall constitute the Conflict of Interest Code of the City of Turlock; and

WHEREAS, individuals holding designated positions shall file their statements with the City Clerk who will retain the statements and make them available for public inspection and reproduction. (Gov. Code Section 81008.)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2014-112 and adopt the amended Conflict of Interest Code for the City of Turlock and the list of "designated employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700) as listed in the attached Appendix A.

PASSED AND ADOPTED at a meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interest according to the following corresponding disclosure category(ies) to which their position has been assigned.

Disclosure Category 1

All interests in real property located within the City of Turlock or within two (2) miles of the boundaries of the City of Turlock or within two (2) miles of any land owned or used by the City of Turlock; and investments and business positions in business entities, and income, including loans, gifts, and travel payments, from all sources.

Disclosure Category 2

All interests in real property located within the City of Turlock or within two (2) miles of the boundaries of the City of Turlock or within two (2) miles of any land owned or used by the City of Turlock.

Disclosure Category 3

All investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the City of Turlock.

Disclosure Category 4

All investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the department or division to which the filer is assigned duties.

Disclosure Category 5

All investments, business positions and income, including loans, gifts, and travel payments, from sources, that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before the City of Turlock.

Disclosure Category 6

All investments, business positions and income, including loans, gifts, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Turlock.

Public Officials Who are Listed in Gov. Code Section 87200

The following positions are not covered by this Conflict of Interest Code because individuals holding these positions must file under Government Code Section 87200. These positions are for informational purposes only:

- Mayor
- Members of the City Council
- City Manager
- City Attorney
- City Treasurer
- Members of the Planning Commission
- Consultants (those involved in the investment of public funds)

"DESIGNATED EMPLOYEES"

DISCLOSURE CATEGORY

OFFICE OF THE CITY MANAGER

Administration

Assistant to the City Manager for Economic Development/Community Housing 1
City Manager, Assistant 1
~~Executive Assistant to the City Manager/~~City Clerk 3

Housing

Community Housing Program Supervisor 2, 3, 6
Community Housing Services Manager 2, 3, 6
Housing Finance Specialist I 2, 3, 6
Housing Finance Specialist II 2, 3, 6
Housing Program Specialist I 2, 3, 6
Housing Program Specialist II 2, 3, 6
Housing Rehabilitation Specialist I 2, 3, 6
Housing Rehabilitation Specialist II 2, 3, 6

ADMINISTRATIVE SERVICES

Accountant, Sr. 1
Accountant II 1
Administrative Services Director 1
Finance Customer Service Supervisor 4
Purchasing Coordinator 3
~~Technical Services Supervisor ..... 1~~

FIRE SERVICES

Fire Chief 1
Fire Division Chief 2, 4, 5, 6
Fire Marshall 2, 4, 5, 6
Fire Prevention Inspector 2
Neighborhood Preservation Officer 2, 5
Neighborhood Services Supervisor 2, 5

POLICE SERVICES

Police Captain 2, 4, 5, 6
Police Chief 1
Police Lieutenant 2, 4, 5, 6

PARK, RECREATION & PUBLIC FACILITIES

Parks, Recreation & Public Facilities Director 1
Parks, Recreation & Public Facilities Division Manager 4, 6
Parks, Recreation & Public Facilities Superintendent 6
Public Facilities Maintenance Supervisor 3
~~Recreation Senior~~ Parks, Recreation and Public Facilities Supervisor 3

DISCLOSURE CATEGORY

DEVELOPMENT SERVICES

Building & Safety

Building Inspector I	2, 3, 5
Building Inspector II	2, 3, 5
Building Inspector, Sr.	2, 3, 5
Building Inspector, Supervising	2, 3, 5
Building Official, Chief	1
Permit Technician	2, 3, 5
Plans Examiner I	2, 3, 5
Plans Examiner II	2, 3, 5
Plans Examiner, Sr.	2, 3, 5

Engineering

Capital Project Coordinator	2, 3, 5
Development Services Supervisor/City Surveyor	1
Development Services Director/City Engineer	1
Engineer, Assistant	2, 3, 5
Engineer, Civil Associate	2, 3, 5
Engineer, Principal Civil	1
Engineer, Senior Civil	2, 3, 5
Engineer, Supervising Civil	1
Engineer, Supervising Sr. Civil	1
Public Works Construction Inspector	2, 3, 5
Public Works Construction Inspector, Sr.	2, 3, 5
Traffic/Transportation Engineering Supervisor	1
Transit Planner	2, 3, 5

Planning

Deputy Development Services Director/Planning	1
Planner, Assistant	2, 3, 5
Planner, Associate	2, 3, 5
Planner, Senior	2, 3, 5
Planning Technician	2, 3, 5
Staff Services Technician	2, 3, 5

MUNICIPAL SERVICES

Customer Service Supervisor	3
Electrical/Mechanical Maintenance Supervisor	3
Environmental Compliance Inspector	5
Fleet Maintenance Supervisor	3
Municipal Services Director	1
Lead Plant Operator	3
~~Purchasing Coordinator~~	~~3~~
Regulatory Affairs Manager	3, 6
Utilities Manager	3
Utilities Supervisor	4
Water Quality Control Division Manager	3
Water Quality Control Supervisor	3

CONSULTANTS

All consultants employed by the City	1

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 16, ARTICLE 1, SECTION 02, SUBSECTION (A) REGARDING COST RECOVERY ENFORCEMENT AUTHORITY; TITLE 5, CHAPTER 19, ARTICLE 1 "TITLE" SECTION REGARDING ADULT ENTERTAINMENT; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 01 REGARDING ADULT ENTERTAINMENT PURPOSE; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 02 REGARDING ADULT ENTERTAINMENT PERFORMER PERMIT; TITLE 5, CHAPTER 19, ARTICLE 1, SECTION 04, SUBSECTION (C) REGARDING ADULT ENTERTAINMENT APPLICATION DENIAL AUTHORITY; TITLE 6, CHAPTER 1, ARTICLE 1, SECTION 13, SUBSECTIONS (B), (C), AND (D) REGARDING EXCEPTIONS – FANCY, RACING AND SPORTING PIGEONS; TITLE 6, CHAPTER 5, ARTICLE 4, SECTION 02 REGARDING CONNECTION FEES; TITLE 7, CHAPTER 2, ARTICLE 2, SECTION 02, SUBSECTION (A) REGARDING STREET IMPROVEMENTS AND DEDICATIONS REQUIRED; TITLE 8, CHAPTER 4, SECTION 16 REGARDING FIXING QUESTIONED HOUSE AND BUILDING NUMBERING; TITLE 9, CHAPTER 1, ARTICLE 1, SECTION 11 REGARDING GENERAL PROVISION RULES FOR INTERPRETATION; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 02, SUBSECTION (C) REGARDING ADULT ENTERTAINMENT LOCATION AND SITE REQUIREMENTS; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 02, SUBSECTION (F) REGARDING REGULATIONS SPECIAL PROVISIONS FOR ADULT BUSINESS PERMIT APPLICATION; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 03, SUBSECTION (C) REGARDING AFFORDABLE HOUSING DENSITY BONUS APPLICATION PROCEDURES; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 08, SUBSECTION (A) REGARDING EXCEPTIONS TO HEIGHT LIMITS IN ANY RESIDENTIAL DISTRICT; TITLE 9, CHAPTER 2, ARTICLE 1, SECTION 25, SUBSECTION (B)(1) REGARDING CARGO	ORDINANCE NO. -CS

CONTAINERS PERMIT REQUIREMENTS AND EXCEPTIONS FOR TEMPORARY USE; TITLE 9, CHAPTER 2, ARTICLE 5, SECTION 06, SUBSECTION (K) REGARDING SIGN STANDARDS FOR TEMPORARY SIGNS; TITLE 9, CHAPTER 3, ARTICLE 2, SECTION 02 REGARDING RESIDENTIAL USE DISTRICT CLASSIFICATIONS; TITLE 9, CHAPTER 3, ARTICLE 2, SECTION 03 REGARDING RESIDENTIAL DISTRICTS PROPERTY DEVELOPMENT REGULATIONS; TITLE 9, CHAPTER 3, ARTICLE 4, SECTION 03 REGARDING INDUSTRIAL DISTRICTS PROPERTY DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 3, ARTICLE 5, SECTION 03 REGARDING PUBLIC AND SEMI-PUBLIC DISTRICTS PROPERTY DEVELOPMENT REGULATIONS; TITLE 9, CHAPTER 4, ARTICLE 1, SECTION 07, SUBSECTION (B) REGARDING DOWNTOWN OVERLAY REGULATIONS FOR INDUSTRIAL RESIDENTIAL DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 1, SECTION 08, SUBSECTION (B); REGARDING OVERLAY DISTRICT REGULATIONS – OFFICE RESIDENTIAL DEVELOPMENT STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 2, SECTION 04, SUBSECTION (C) REGARDING NONDISCRETIONARY EMERGENCY SHELTER PERMIT APLICATION STANDARDS; TITLE 9, CHAPTER 4, ARTICLE 2, SECTION 05 "INTRODUCTORY PARAGRAPH" REGARDING NONDISCRETIONARY EMERGENCY SHELTER PERMIT APPLICATION; TITLE 9, CHAPTER 5, ARTICLE 1, SECTION 12 REGARDING ADMINISTRATION PERMIT APPLICATIONS, HEARINGS, AMENDMENTS AND APPEALS; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 10, SUBSECTION (D) REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMITS BUILDING REVIEW; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 15 REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMIT TIME LIMITS FOR DEVELOPMENT OF PROPERTY AND USES; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 17 REGARDING MINOR ADMINISTRATIVE AND MINOR

DISCRETIONARY PERMIT OUTDOOR DINING PERMIT REQUIRED; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 18 REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMIT AUTHORITY TO ISSUE OUTDOOR DINING PERMITS; TITLE 9, CHAPTER 5, ARTICLE 3, SECTION 23, SUBSECTION (A) REGARDING MINOR ADMINISTRATIVE AND MINOR DISCRETIONARY PERMIT ALCOHOLIC BEVERAGE RESTRICTIONS; TITLE 9, CHAPTER 5, ARTICLE 4, SECTION 04, SUBSECTION (A) REGARDING MINOR EXCEPTIONS – FINDINGS – SPECIAL CIRCUMSTANCES; AND TITLE 9, CHAPTER 5 ARTICLE 7, SECTION 09, SUBSECTIONS (B) AND (C) REGARDING PREZONING AND ANNEXATION AREA WIDE PLANNING REQUIREMENTS

WHEREAS, minor technical corrections are needed in various sections of the Municipal Code to ensure clarity and accuracy; and

WHEREAS, the Turlock Planning Commission reviewed the proposed amendments at their July 7, 2016 meeting and unanimously recommended approval of the proposed amendments; and

WHEREAS, after a properly noticed public hearing held on August 9, 2016, the City Council determined as follows:

1. That the public necessity, convenience and general welfare support the proposed amendments.

2. That the proposed amendments are consistent with the Turlock General Plan.

WHEREAS, on August 9, 2016, the City Council of the City of Turlock determined that the approval of this Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) by approving City Council Resolution 2016-184.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 4, Chapter 16, Article 1, Section 02, Sub-Section (a) is hereby amended to read as follows:

4-16-102 Authority.

(a) Authorized Official. The Development Services Director, the Municipal Services Director, the Police Chief, the Fire Chief, the Parks, Recreation and Public Facilities Director, their authorized designees and the Neighborhood Preservation Officer are each an Authorized Official for purposes of this chapter.

SECTION 2. AMENDMENT: Title 5, Chapter 19, Article 1 "Title" Section is hereby amended to read as follows:

Chapter 5-19
ADULT ENTERTAINMENT

Sections:

Article 1. Adult Entertainment

5-19-101 Purpose.
5-19-102 Adult business performer permit: Required.
5-19-103 Application.
5-19-104 Investigation and action on application.
5-19-105 Suspension or revocation of adult business performer permits.

SECTION 3. AMENDMENT: Title 5, Chapter 19, Article 1, Section 01 is hereby amended to read as follows:

5-19-101 Purpose.

The purpose of this chapter is to regulate adult businesses offering adult entertainment as defined in Section 9-2-102 of this Code, because, unless regulated, such businesses may result in secondary effects on the community such as prostitution, drug dealing, and other law enforcement problems as well as related public health problems.

(894-CS, Enacted, 04/11/1996)

SECTION 4. AMENDMENT: Title 5, Chapter 19, Article 1, Section 02 is hereby amended to read as follows:

5-19-102 Adult business performer permit: Required.

No person shall engage in or participate in any live performance depicting specified anatomical areas or involving specified sexual activities in an adult business as defined by Title 9, Chapter 2, Section 102, without a valid adult business performer permit issued by the City. All persons who have been issued an adult business permit shall promptly supplement the information provided as part of the application for the permit required by Section 9-2-102, with the names of all performers required to obtain an adult business performer permit, within thirty (30) days of any change in the information originally submitted. Failure to submit such changes shall be grounds for suspension of the adult business permit.

(894-CS, Enacted, 04/11/1996)

SECTION 5. AMENDMENT: Title 5, Chapter 19, Article 1, Section 04, Sub-Section (c) is hereby amended to read as follows:

5-19-104 Investigation and action on application.

(c) The Police Chief shall deny the application for any of the following reasons:

(1) The applicant has knowingly made any false, misleading, or fraudulent statement of a material fact in the application for a permit or in any report or document required to be filed with the application;

(2) The applicant is under eighteen (18) years of age;

(3) The adult business employee permit is to be used for performing in a business prohibited by State or City law.

(4) The applicant has been registered in any state as a prostitute.

(5) The applicant has been convicted of any of the offenses enumerated in Section 5-19-103(b) or convicted of an offense outside the State of California that would have constituted any of the described offenses if committed within the State of California. A permit may be issued to any person convicted of the described crimes if the conviction occurred more than five (5) years prior to the date of the application.

SECTION 6. AMENDMENT: Title 6, Chapter 1, Article 1, Section 13, Sub-Sections (b), (c), and (d) are hereby amended to read as follows:

6-1-113 Exceptions: Fancy, racing, and sporting pigeons.

(b) Conditions.

The keeping, breeding, maintenance and flying of pigeons shall be permitted in any zoning district in the City subject to the following conditions:

(1) No person shall keep or maintain more than fifty (50) (exercising) mature pigeons on any single lot.

(2) All pigeons shall be fitted with a leg band approved by the National Pigeon Association, the American Pigeon Club, the Rare Breeds Pigeon Club, or similar nationally recognized pigeon organization.

(3) The loft shall be of sufficient size and design, and constructed of such material, that it can be maintained in a clean and sanitary condition.

(4) There shall be at least one (1) square foot of floor space in any loft for each mature pigeon kept therein.

(5) The construction and location of any loft shall not constitute a nuisance or be detrimental to the public safety, health, and welfare of the neighborhood and community. Furthermore, the loft shall be compatible in scale and design with adjacent structures, including those on adjoining properties. Any loft shall be constructed on the back one-half (1/2) of the property and shall comply with the provisions of TMC 9-2-101: Accessory buildings or structures. No loft shall be located closer than fifty feet (50') from any building used for human habitation.

(6) All feed for the pigeons shall be stored in such containers to protect against intrusion by rodents and other vermin.

(7) The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations. The owner shall take any and all steps necessary to prevent fly breeding, fleas and rodents.

(8) Waste material shall not be a source of odor and shall be disposed of in an approved manner.

(9) No dead animals shall be buried on the premises.

(10) All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition; and at no time shall pigeons be allowed to perch or linger on buildings or fences, or other common or private property, including that of others.

(11) All pigeons shall be fed within the confines of the loft.

(12) No one shall release pigeons to fly for exercise, training or competition except in compliance with the following provisions:

(i) The owner of the pigeons must be a member in good standing of an organized pigeon club, such as the American Racing Pigeon Union, Inc., the International Federation of Racing Pigeon Fanciers, the National Pigeon Association, the American Tippler Society, the International Roller Association, the Rare Breeds Pigeon Club, California State Racing Pigeon Organization, or a local club which has rules that will help preserve the peace and tranquility of the neighborhood.

(ii) Pigeons will not be released for flying which have been fed within the previous four (4) hours.

(iii) Pigeons shall be banded and registered with one of the national pigeon associations/registries.

(13) All lofts shall be periodically inspected for compliance with the provisions of this section and for compliance with the terms of any permit.

(c) Permit required. The keeping of pigeons may be authorized at the discretion of the Development Services Director and Chief of Police, or designee(s) pursuant to a permit applied for and issued in accordance with TMC 9-5-307 through 9-5-315. Any Minor Discretionary Permit shall be issued to the owner and shall remain in full force and effective unless suspended or revoked, or unless the use of the loft is discontinued for a period of one (1) year. A fee shall be paid by the applicant to cover the costs of processing and administering the permit application. Such fee shall be set by Council resolution, and may be amended from time to time.

(d) Permit revocation. The Development Services Director shall revoke any permit to keep pigeons if it has been determined that said pigeons have become a public nuisance. The keeping of pigeons on a particular property shall be deemed a public nuisance if two (2) complaints of noise, odor, or failure to comply with the provisions of this Code are filed from separate households.

(Ord. 1003-CS, Added, 06/26/2003)

SECTION 7. AMENDMENT: Title 6, Chapter 5, Article 4, Section 02 is hereby amended to read as follows:

6-5-402 Connection fees.

(a) Fees on the following may be obtained from the City Engineer's office:

(1) Water Capital Charges - includes capital and fire hydrant (fire protection)

(i) Capital charges for water connections are based on the actual direct cost and adjusted quarterly based on the Engineering News Record Construction Cost Index for the San Francisco Area (ENR) of 615.36, as of March 1, 2004, to be adjusted quarterly.

Meter Size (in.)	Connection Fee per Meter Size	
1" or less	$	2,048.00
1-1/2"	$	6,554.00
2"	$	8,193.00
3"	$	18,434.00
4"	$	51,205.00
6"	$	102,410.00
8"	$	180,242.00
10"	$	286,748,00

(ii) For definition of low, medium, or high residential density see Article 2 of Chapter 3 of Title 9 (9-3-201).

(2) Water Front Footage Charges

(i) Charges for water lines or assessment fees shall be based on the Engineering News Record Construction Cost Index for the San Francisco Area (ENR). The rate to be paid as of March 1, 2004, based on ENR Index of 615.36, to be adjusted quarterly, shall be:

(aa) Single Family Dwelling: Twenty-five and no/100ths ($25.00) Dollars per front foot of street frontage (for the purpose of this section, the frontage of corner lots shall be the sum of the two frontages less 100 feet).

(ab) All other developments: Twenty-Five and no/100ths ($25.00) Dollars per front foot of street frontage of the property plus Twenty-Five and no/100ths ($25.00) Dollars per front foot of the property located adjacent to or abutting an alley, court, place, easement or other non-street right-of-way in which there is an existing water line at the time of development.

(1026-CS, Amended, 06/26/2004; 1019-CS, Added, 02/12/2004)

SECTION 8. AMENDMENT: Title 7, Chapter 2, Article 2, Section 02, Sub-Section (a) is hereby amended to read as follows:

7-2-202 Improvements and dedications required.

(a) All street work, including curbs, gutters, sidewalks, paveouts, street trees, fire hydrants, electroliers, drainage improvements, and drive-way approaches, shall be provided along all street frontages of property, and all necessary easements shall be dedicated for such purposes, and underground pipelines or fencing for canals adjacent to the property on which the work is being done shall be constructed or installed as determined by the City Engineer as follows:

(1) For all new buildings or structures, for property development, including parking lots, for any building or structure altered or expanded, except single-family residences, for which additions or alterations over the five (5) year period prior to the issuance of a building permit equal twenty-five (25%) percent or more of the replacement value;

(2) For all single-family residences structurally altered or expanded for which alterations or expansions over the five (5) year period prior to the issuance of the building permit equal twenty-five (25%) percent of the replacement value, except that an owner-occupied single-family residence with less than 1,200 square feet of living space may be expanded to 1,800 square feet before the provisions of this section shall be operative. "Replacement value," as used in this subsection, shall mean the value of

the structure as determined by the Building Official using the same valuation schedule used in determining the valuation of the proposed work; and

(3) For any building or property in or on which there is a change of use, as defined in Section 9-1-202 of Article 2 of Chapter 1 of Title 9 of this Code, except in special circumstances.

SECTION 9. AMENDMENT: Title 8, Chapter 4, Section 16 is hereby amended to read as follows:

8-4-16 Fixing questioned numbers.

In the event there is doubt, or where a question arises as to the proper number to be assigned to any building, the Development Services Director shall decide the question and fix the number of such lot or building, subject to appeal by written notice to the Council.

(1121-CS, Amended, 07/23/09. Formerly 8-4-15)

SECTION 10. AMENDMENT: Title 9, Chapter 1, Article 1, Section 11 is hereby amended to read as follows:

9-1-111 Rules for interpretation. Revised 6/15

(a) **Zoning regulations.** Where uncertainty exists regarding the interpretation of any provisions of this title or its application to a specific site, the Development Services Director shall determine the intent of the provision.

(b) **Zoning map.** Where uncertainty exists regarding the boundary of a zoning district, the following rules shall apply:

(1) Where boundaries are indicated as following streets or other rights-of-way, the center lines of such streets or rights-of-way shall be construed to be such boundaries.

(2) Where boundaries are indicated as approximately following parcel lines, such parcel lines shall be construed to be such boundaries.

(3) In the event uncertainty exists or in the case where a district boundary divides a parcel, the Planning Commission, upon a written application or upon its own motion, shall determine the exact location of such boundaries.

(c) **Record of interpretation.** The Development Services Director shall keep a record of interpretations made pursuant to this title which shall be made available to the public for review.

(d) **Appeals.** An interpretation of the zoning regulations or zoning map by the Development Services Director may be appealed to the Planning Commission.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 11. AMENDMENT: Title 9, Chapter 2, Article 1, Section 02, Subsection (c) is hereby amended to read as follows:

9-2-102 Adult entertainment facilities. Revised 6/15

(c) **Location and site requirements.**

(1) Adult businesses shall not be located within five hundred (500') feet of the following whether or not located within the City:

(i) Any real property located in an agricultural, residential or commercial district, including the agricultural (A), residential estate (R-E), low density residential (R-L), medium density residential (R-M), high density residential (R-H), community office (C-O), planned development (PD), community commercial (C-C), heavy commercial/light industrial (C-H) zoning districts; and

(ii) Any public or private school; and

(iii) Any church, chapel, or other publicly recognized place of worship; and

(iv) Any park or building used by the public and owned by a public entity; and

(v) Any residence in any zoning district; and

(vi) Any parcel of land owned by a school district, church, chapel, or public entity;

(2) Adult businesses shall not be located within one thousand (1,000') feet of any other adult business;

(3) Adult businesses shall be located in the I (Industrial) and I-BP (Industrial Business Park) zoning districts; and

(4) The distances specified in this section shall be measured in a straight line, without regard to intervening structures, or geological features from the nearest point of the property line in which the proposed adult business is to be established to the nearest property line of a use or zoning district listed above.

SECTION 12. AMENDMENT: Title 9, Chapter 2, Article 1, Section 02, Subsection (f) is hereby amended to read as follows:

9-2-102 Adult entertainment facilities. Revised 6/15

(f) **Adult business permit application: Contents.** An application for an adult business permit shall include the following:

(1) Name, permanent address, and telephone number of applicant.

(2) The name, business address, and telephone number for the applicant. If the applicant is a corporation, the name shall be exactly as set forth in its articles of incorporation, and the applicant shall show the name and residence address of each of the officers, directors, and each stockholder owning twenty-five (25%) percent or more of the stock of the corporation. If the applicant is a partnership, the application shall show the name and residence address of each of the members, including limited partners.

(3) Name(s) and address(es) of the property owner(s).

(4) Assessor's parcel number(s).

(5) Legal description of the property.

(6) A site development plan drawn at the scale specified by the Development Services Director, which includes the following information:

(i) Location of all existing buildings, structures, and improvements on the property;

(ii) Location of all proposed buildings, structures, and improvements on the property;

(iii) Existing and proposed streets and highways bordering and within the boundaries of the property;

(iv) Location of existing and proposed parking areas;

(v) Proposed landscaping;

(vi) North arrow;

(vii) Scale.

(7) Elevations and floor plans of proposed buildings or structures including any existing or proposed signs related to the adult business drawn to scale.

(8) A narrative description of the proposed use or development including:

(i) Description of the nature of the proposed use or development and an explanation of how the proposed business will satisfy the applicable requirements set forth in this chapter.

(9) A letter of consent signed and notarized from all property owners.

(10) A vicinity map showing specific land uses (houses, churches, public buildings, parcel lines, parcel sizes, etc.) for a one thousand five hundred (1,500') foot radius of the subject site.

(11) The fee prescribed by the City Council of the City of Turlock by ordinance or resolution for processing the application.

SECTION 13. AMENDMENT: Title 9, Chapter 2, Article 1, Section 03, Subsection (c) is hereby amended to read as follows:

9-2-103 Affordable housing density bonus. Revised 6/15

(c) **Application procedures.** The application for a density bonus, incentive, or concession shall be submitted with the first application for approval of a housing development and shall be processed concurrently with any other planning permit required for the housing development. The application shall be submitted on form and contain such information and support data as prescribed by the Development Services Director. The application shall contain sufficient information to make the required determinations and findings defined in Section 65915 of the Government Code.

SECTION 14. AMENDMENT: Title 9, Chapter 2, Article 1, Section 08, Subsection (a) is hereby amended to read as follows:

9-2-108 Exceptions to height limits. Revised 6/15

(a) **In any R district.**

(1) Spires, cupolas, chimneys, radio and television antennas, and similar accessory structures shall be subject to setback regulations for the zoning district in which they are located. When such structure complies with the other development regulations stated for the zoning district and which do not exceed twenty-five (25%) percent of the district height limit or fifty (50') feet, whichever is greater, may be allowed upon obtaining an approved minor administrative approval (MAA) as set forth in Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits).

(2) Towers, water tanks, flagpoles, and other necessary mechanical appurtenances covering not more than ten (10%) percent of the ground area covered by the structure to which they are accessory may be permitted provided they do not exceed the district height limit by more than twenty-five percent (25%) or fifty (50') feet, whichever is greater, upon obtaining an approved Minor Administrative Approval (MAA) as set forth in Article 3 of Chapter 9-5: Minor Administrative and Minor Discretionary Permits.

(3) Any structure in an R district exceeding twenty-five (25%) percent of the district height limit or fifty (50') feet, whichever is greater, may be permitted only upon approval of a conditional use permit by the Planning Commission.

SECTION 15. AMENDMENT: Title 9, Chapter 2, Article 1, Section 25, Subsection (b)(1) is hereby amended to read as follows:

9-2-125 Cargo containers. Revised 6/15

(b) **Permit requirements and exceptions.**

(1) **Temporary use.**

(i) No cargo container permit shall be required when the cargo container is used during construction and a valid building permit is active for the property; provided, that all applicable conditions in subsections (d)(1)(i) through (iv) of this section are met.

(ii) No cargo container permit shall be required to place a cargo container on private property for a period of three (3) months or less; provided, that all conditions of approval applicable to the zoning district listed in subsection (d) of this section are met. For residential uses only, such cargo containers are not required to be screened and may be placed in the front yard on a paved driveway so long as the cargo container does not encroach into the landscaped area, onto sidewalks, or into public rights-of-way, and there is sufficient room to open the garage door to allow access and egress in case of emergency.

(iii) A temporary use of land permit shall be obtained pursuant to Article 5 of Chapter 9-5 TMC (Temporary Uses of Land) for a period of greater than three (3) months but no more than one (1) year; provided, that all of the conditions of approval applicable to the zoning district listed in subsection (d) of this section are met, with the exception that cargo containers screened from public view from the public right-of-way or an adjacent property shall not be required to meet the design requirements of subsection (d)(1)(xi) of this section.

(iv) The cargo container must be removed immediately upon completion of the temporary term or upon expiration or finalization of the building permit.

SECTION 16. AMENDMENT: Title 9, Chapter 2, Article 5, Section 06, Subsection (k) is hereby amended to read as follows:

9-2-506 Sign standards. Revised 6/15

(k) **Temporary signs.** Temporary signs may be erected any place a permanent sign may be located and at locations approved by the Development Services Director. All temporary signs shall comply with the height, location, and area requirements of this article. Temporary signs may be permitted subject to first obtaining a sign permit and complying with the following conditions:

(1) A sign permit shall have been obtained from the Development Services Director who, prior to the issuance of such permit, shall have determined that the proposed location, method of installation, and support of the temporary sign will not endanger the public health, welfare, or safety.

(2) A temporary sign to advertise a commercial business or activity shall be allowed on any commercially zoned property not to exceed a total of sixty (60) days in one (1) calendar year.

(3) Banners or similar temporary signs which announce a civic or charitable activity may be allowed in the public right-of-way with the consent and subject to the conditions of the Development Services Director.

(4) A temporary sign advertising a religious, charitable, cultural, or educational organization or activity in a residential district shall be allowed provided:

(i) The total display service area of the sign does not exceed thirty-six (36) square feet;

(ii) The sign does not exceed six (6') feet in height; and

(iii) The sign is located at least five (5') feet inside the property line in residentially zoned areas and at least two (2') feet inside the property line in other areas.

SECTION 17. AMENDMENT: Title 9, Chapter 3, Article 2, Section 02 is hereby amended to read as follows:

9-3-202 Use classifications. Revised 6/15

In the following schedule, the letter "P" designates use classifications permitted in R districts, the letters "NP" designate use classifications not permitted, the letters "MAA" designate use classifications allowed on approval of a minor administrative approval, the letters "MDP" designate use classifications allowed on approval of a minor discretionary permit, and the letters "CUP" designate use classifications allowed on approval of a conditional use permit.

All new or expanded uses of a site or structure shall obtain the necessary permits as indicated in the following schedule.

Any change in use or business within an existing structure which does not require an approved conditional use permit shall obtain a zoning certificate in accordance with Article 2 of Chapter 9-5 TMC, Zoning Certificates and Home Occupation Permits. The zoning certificate shall be obtained prior to the issuance of a building permit or prior to commencement of a use where no building permit is required.

Uses not contained in the following schedule may be permitted subject to a conditional use permit. Such conditional uses must be of a similar nature and intensity as other uses in the district as determined by the Development Services Director or designee.

R DISTRICTS (Residential Districts)
USE CLASSIFICATIONS
P Permitted
NP Not Permitted
PD Planned Development
CUP Conditional Use Permit
MDP Minor Discretionary Permit
MAA Minor Administrative Approval

	R-E	R-L	R-L4.5	R-M	R-H	Additional Use Regulations
Agricultural Uses						
Community garden	CUP	CUP	CUP	CUP	CUP	(1)
Crop production	P	P	P	P	P	(1)
Domesticated animals	P	P	P	P	P	(2)
Residential Uses						
Condominiums	PD	PD	PD	PD	PD	
Family day care home						
Small	P	P	P	P	P	(3) (13)
Large	MAA	MAA	MAA	MAA	MAA	(3) (13)
Group homes	P	P	P	P	P	(9)
Group quarters	NP	CUP	CUP	MDP	MDP	
Emergency shelter	NP	CUP	CUP	CUP	CUP	
Home occupations	P	P	P	P	P	(4)
Manufactured housing	P	P	P	MDP	CUP	(15)
Mobile home parks	NP	CUP	CUP	CUP	CUP	(8)
Multifamily dwellings	NP	NP	NP	MDP	MDP	(10)
Residential care facilities						
Large	CUP	CUP	CUP	CUP	CUP	
Small	P	P	P	P	P	(9)
Second dwellings	P	P	P	P	P	(5)
Single-family dwellings	P	P	P	P	P	(10)
Commercial Uses						
Neighborhood store	NP	MDP	MDP	MDP	MDP	
All other commercial uses	NP	NP	NP	NP	NP	
Public and Semipublic Uses						

R DISTRICTS (Residential Districts)
USE CLASSIFICATIONS
P Permitted
NP Not Permitted
PD Planned Development
CUP Conditional Use Permit
MDP Minor Discretionary Permit
MAA Minor Administrative Approval

	R-E	R-L	R-L4.5	R-M	R-H	Additional Use Regulations
Airports and heliports	CUP	NP	NP	NP	NP	
Cemeteries/crematories	CUP	CUP	CUP	CUP	CUP	
Religious assembly	CUP	CUP	CUP	CUP	CUP	(12)
Convalescent hospitals	NP	NP	NP	MDP	MDP	
Cultural institutions	NP	NP	NP	NP	NP	
Day care centers	CUP	CUP	CUP	CUP	CUP	
Golf course/driving range	CUP	CUP	CUP	CUP	CUP	
Park and recreation facilities	MDP	MDP	MDP	MDP	MDP	
Public buildings and facilities	MDP	MDP	MDP	MDP	MDP	
Schools, public/private	CUP	CUP	CUP	CUP	CUP	
Utilities						
Major	CUP	CUP	CUP	CUP	CUP	
Minor	MAA	MAA	MAA	MAA	MAA	
Industrial Uses	NP	NP	NP	NP	NP	
Accessory Structures and Uses						
Accessory buildings and structures	P	P	P	P	P	(6)
Animals, household	P	P	P	P	P	(2) (7)
Kennels	MDP	NP	NP	NP	NP	(11)
Temporary Uses	See Article 5 of Chapter 9-5 TMC (Temporary Uses of Land). Construction trailers and sales office trailers may be located on the project site after required planning permits and approvals have been obtained. The trailer(s) must be removed upon completion of the applicable construction project. For sales office trailers, (1) landscaping shall be provided around the base of the trailer and between the public right-of-way and the					

R DISTRICTS (Residential Districts) **USE CLASSIFICATIONS** **P Permitted** **NP Not Permitted** **PD Planned Development** **CUP Conditional Use Permit** **MDP Minor Discretionary Permit** **MAA Minor Administrative Approval**						
	R-E	**R-L**	**R-L4.5**	**R-M**	**R-H**	**Additional Use Regulations**
	trailers location; and (2) parking spaces shall be paved.					

(1) See TMC 9-1-202 (Definitions).

(2) The keeping of domesticated animals may be kept as an accessory use to a residence, subject to the requirements of TMC 6-1-105.1 (Other domesticated animals), only in the following zoning districts: agriculture (A) and residential estate (R-E).

(3) See TMC 9-2-110 (Family day care home).

(4) See Article 2 of Chapter 9-5 TMC (Zoning Certificates and Home Occupation Permits).

(5) See TMC 9-2-119 (Second dwelling units). In the R-M and R-H districts, a second unit may be constructed to the R-L standards when only one (1) other dwelling (i.e., the primary residence) is located on the same property.

(6) See TMC 9-2-101 (Accessory buildings or structures). Accessory structures will require a minor administrative or minor discretionary permit if required by the principal use.

(7) The keeping of household pets is subject to TMC 6-1-105.

(8) See TMC 9-2-111 (Mobile home development).

(9) State-licensed group homes, foster homes, residential care facilities, and similar State-licensed facilities, with six (6) or fewer occupants, are deemed permitted by right in a residential zoning district, pursuant to State and Federal law.

(10) Employee, supportive, and transitional housing serving six (6) or fewer people is permitted as a single-family dwelling. Transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

(11) Kennels are subject to TMC Article 4 of Chapter 6-1 TMC.

(12) A structure allowed as a religious assembly building may be used for a temporary homeless shelter if the following requirements are met:

(i) There is a valid conditional use permit for the structure used for religious assembly purpose;

(ii) No rent or fees of any kind are charged for the service offered to homeless persons;

(iii) The facility that is used to house homeless persons accommodates a maximum of six (6) persons at any one (1) time;

(iv) Homeless persons reside at the facility a maximum of sixty (60) days;

(v) Occupancy by homeless persons at the facility commences upon the religious assembly use receiving a certificate of occupancy.

(13) The garage of a single-family residence, which is considered the required parking spaces for such use, may be converted into habitable space as defined by the California Building Code to accommodate the use of the dwelling as a large family day care upon satisfying the findings and conditions set forth in TMC 9-2-110. The condition may remain until such time as the dwelling unit is no longer used for day care, residential care, or other similar uses licensed by the State of California (Community Care Licensing). Upon cessation of that use, or prior to the dwelling unit being sold, the converted garage shall be returned to its original state so that off-street parking is provided pursuant to TMC 9-2-209.

(14) Minor utilities shall not interfere with the use, enjoyment, or aesthetics of adjacent uses.

(15) Manufactured housing shall be subject to architectural review to ensure compatibility with adjacent residential buildings in terms of scale, height, and exterior design and treatment as provided in the design guidelines, including but not limited to roof pitch and style, window and door detailing, exterior materials, textures, colors, and finishes.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 18. AMENDMENT: Title 9, Chapter 3, Article 2, Section 03 is hereby amended to read as follows:

9-3-203 Property development regulations. Revised 6/15

The following schedule prescribes the development regulations for each residential district. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to Article 3 of Chapter 9-5 TMC.

R DISTRICTS (Residential Districts) PROPERTY DEVELOPMENT REGULATIONS						
	R-E	**R-L**	**R-L4.5**	**R-M**	**R-H**	**Additional Regulations**
Minimum lot size (sf)	14,500	5,000	4,500	6,000	7,500	(1) (5)
Lot density ranges (unit/acre)	0.2 – 3.0	3.0 – 7.0	5.0 – 10.0	7.0 – 15.0	15.0 – 30.0	
Lot area per unit (sf)	14,500	5,000	4,500	NA	NA	(5)
Units per min. lot size	2	2	2	3	4	
Area per unit above min.	NA	NA	NA	2,000	1,200	
Lot dimensions (ft.)						
Width	100	55	40	60	75	(2)
Corner lots	60	60	45	65	80	
Depth	100	90	80	100	100	
Frontage	60	35	35	40	45	(16)
Yards						(3)
Front (ft.)	30	15	15	20	20	(7) (9) (14)
Side (ft.)	10	5	0 – 10	10 – 20	10 – 20	(7) (8) (11) (15)
Corner side (ft.)	30	15	15	15	20	(6) (9) (21)
Rear (ft.)	20	10	10	10/story	10/story	(7) (12) (15) (18) (19) (20) (22)
Maximum height (ft.)	35	35	35	35	40	(4)
Distance between structures (ft.)	10	6	6	10	10	(7)
Driveway length (from p/l)	30	20	20	20	20	(23)
Usable open space (sf) per unit	NA	NA	900	500	500	(13)
Common recreational	NA		10%	10%	10%	(17)

R DISTRICTS (Residential Districts) PROPERTY DEVELOPMENT REGULATIONS						
	R-E	**R-L**	**R-L4.5**	**R-M**	**R-H**	**Additional Regulations**
open space						
Landscaping	NA	30%	30%	30%	30%	(17)
Fences and walls	See (8) below.					
Additional standards	See Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility). See Article 5 of Chapter 9-2 TMC (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-101 (Accessory buildings or structures). See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-115 (Recycling and solid waste disposal regulations). Trash and refuse containers shall not be stored within the front yard or corner street yard setback areas. See TMC 9-2-120 (Underground utilities). See Article 4 of Chapter 9-2 TMC (Nonconforming Structures and Uses). See TMC 9-2-114 (Permitted locations of mobile homes, recreational vehicles, and campers). See TMC 9-2-107 (Development on lots divided by district boundaries).					

(1) See TMC 9-2-106 (Development on existing lots of record). See TMC 9-2-107 (Development on lots divided by district boundaries). Minimum lot sizes may be reduced when the exclusive use of such lots is intended for utility substations, pumping stations, and similar facilities.

(2) Lot width for lots located on a cul-de-sac is calculated at the front yard setback point.

(3) See TMC 9-2-105 (Building projections into yards).

(4) See TMC 9-2-108 (Exceptions to height limits).

(5) See TMC 9-2-103 (Affordable housing density bonus).

(6) Any corner side yard may be reduced to ten (10') feet if it does not abut the front yard of an adjacent lot.

(7) See TMC 9-2-101 (Accessory buildings or structures). For main structures, the minimum distance between structures shall increase five (5') feet per story, excluding accessory structures. Canopy structures, typically used to shade vehicles, in residential districts are prohibited in the twenty (20') foot front yard setback area. Canopies erected/installed prior to July 31, 2003, shall be allowed upon proof of date of installation; however, such canopies must be removed upon sale of the residence.

(8) The maximum height of a fence or wall shall be seven (7') feet with the following exceptions:

(i) The maximum height of a fence or wall in a required front or corner side yard shall be three (3') feet for a solid fence and four (4') feet for nonsolid fences, as long as such taller fences do not constitute a safety/visibility hazard to pedestrians or vehicles. A fence may be constructed at the back of the sidewalk within the public right-of-way with the provision that the City of Turlock or other utility may summarily remove it without compensation.

(ii) A maximum seven (7') foot fence or wall may extend five (5') feet into a corner side yard if it does not abut the front yard of an adjacent lot.

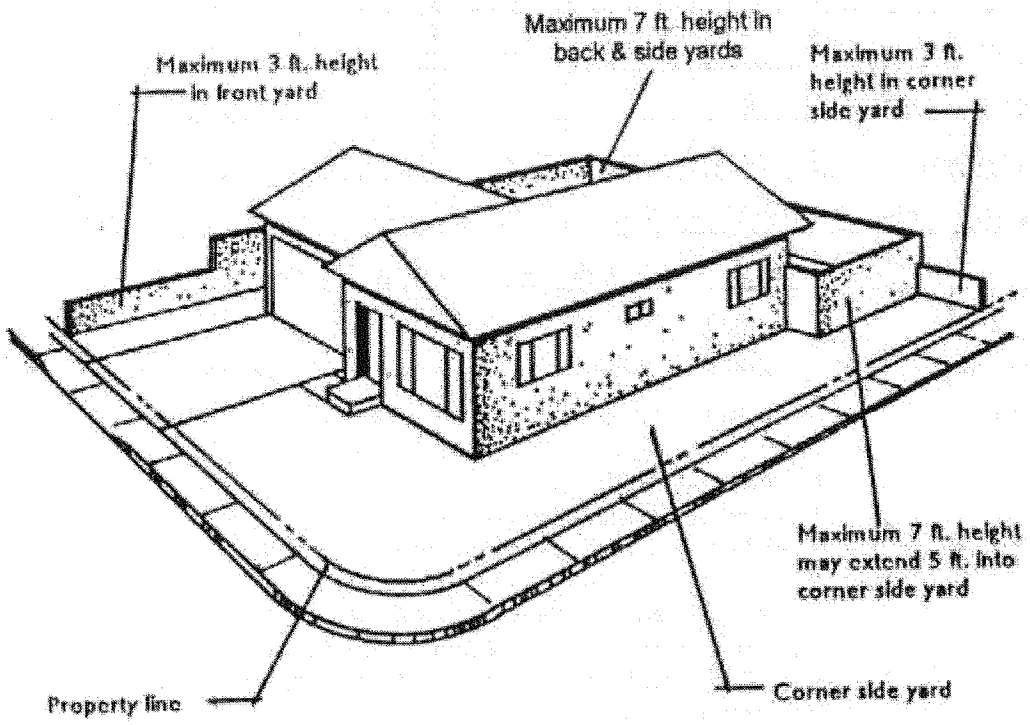
(iii) The Development Services Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Barbed wire, razor wire, electrified fencing, and similar security devices are prohibited. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).

(iv) To improve security in residential districts only, the Development Services Director may permit a fence or wall located on the rear property line to be increased to ten (10') feet when the property abuts a property owned and maintained by public utility upon approval of a minor administrative approval as set forth in Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits). This exception shall not be applied to a rear property line that abuts a public street or sidewalk.

(v) Barbed and razor wire, and electrified fences are prohibited in residential districts.

(9) Front or corner side yard setback may be reduced to the average of the two (2) adjoining lots when the adjoining lots have already been developed. In no case shall any portion of any building in a residential district be located within a public utility easement (PUE), or closer to the front property line than ten (10') feet or twenty (20') feet for garages/carports.

(10) Vehicular access. For all uses, there shall be vehicular access to the off-street parking and loading facilities from a dedicated street or alley.



FENCE HEIGHTS & SETBACKS
(This diagram is illustrative)

(11) In the R-L4.5 district, one (1) side yard may be eliminated if the opposite side yard is ten (10') feet. A five (5') foot wide easement on the lot adjacent to the eliminated side yard shall be required for building overhang, encroachments and access for building maintenance. Such easement shall be recorded prior to the recording of the final map or the issuance of any building permit, whichever occurs first. Otherwise both side yards shall be a minimum of five (5') feet. In no case shall any structure be closer than ten (10') feet from a structure on an adjoining property. In the R-L4.5 district those units which abut lots in a different zoning district shall maintain a five (5') foot adjoining side yard.

(12) In the R-L4.5 district, the rear yard may be reduced to five (5') feet for a length not to exceed one-third (1/3) of the width of the parcel.

(13) Multifamily dwelling projects (except senior housing) with twenty (20) or more units shall include an additional nine hundred (900) square feet of children's play area designed and equipped for children through the age of nine (9) years.

(14) A through lot is considered to have two (2) front yards, both of which shall be landscaped upon development of the lot. Municipal Code standards for front yards (setbacks, fencing, and the like) apply to both street frontages. On a through lot that is simultaneously a corner lot, the property owner may designate the corner side yards.

(15) In the R-M and R-H districts, a minimum side and rear yard setbacks shall be ten (10') feet for a one (1) story building. These setbacks shall be increased by five (5') feet per story to a maximum of twenty (20') feet when the property abuts an R-L district. In these cases, these setbacks shall be increased to fifteen (15') feet for a two (2) story building and to twenty (20') feet for a building that is three (3) stories or more in height.

(16) Minimum lot frontage dimension applies only to lots fronting on curvilinear streets or cul-de-sacs, and may not be used to create flag lots.

(17) See TMC 9-2-109 (Landscaping and irrigation).

(18) In the R-L zoning district, the rear yard may be reduced to five (5') feet for a length not to exceed one-third (1/3) of the width of the parcel if the rear yard abuts a public alley.

(19) A residential lot located at the end of an open-ended cul-de-sac may consider the side yard abutting the public right-of-way at the end of the open-ended cul-de-sac as an interior yard for purposes of setback measurements. Because of visibility constraints, this provision may not apply when the side yard of the lot abuts the front yard of an adjacent lot.

(20) In R-L and R-L4.5 zoning districts, and for single story structures in the R-M and R-H zoning districts, a building projection may not encroach any closer than five (5') feet to the rear property line. The width of the projection may not exceed twenty-five (25%) percent of the allowed building width. For two (2) story structures in the R-M and R-H zoning districts, building projections may extend up to six (6') feet into the rear yard, reducing the minimum rear yard to fourteen (14') feet, instead of the requisite twenty (20') feet.

(21) Where two (2) corner lots abut each other ("back-to-back") in the R-E zoning district, a twenty (20') foot corner side yard setback is required. This provision does not apply to reverse corner lots, where the rear of the lot abuts the side yard of the adjoining lot. In this circumstance, the typical thirty (30') foot setback shall apply.

(22) Single-family homes located in the R-M zoning district are not subject to the ten (10') foot per story setback regulations.

(23) A twenty (20') foot driveway is not required when a garage is accessed off a public alley. Detached garages are subject to the accessory building provisions of TMC 9-2-101 (Accessory buildings or structures) for both setbacks and height limitations. Attached garages are considered part of the main dwelling units and are, therefore, subject to the rear and/or side yard setbacks normally established for that particular zoning district.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 19. AMENDMENT: Title 9, Chapter 3, Article 4, Section 03 is hereby amended to read as follows:

9-3-403 Property development standards. Revised 6/15

The following schedule prescribes development regulations for the I (industrial) districts. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits).

I-BP and I DISTRICTS (Industrial) PROPERTY DEVELOPMENT REGULATIONS			
	I-BP	**I**	**Additional Use Regulations**
Lot size (sf)	15,000	15,000	(1)
Lot width (ft.)	150	150	
Lot depth (ft.)	150	150	
Lot frontage (ft.)	100	100	
Yards			(7)
Front (ft.)	20	20	(2) (3) (4) (8)
Side (ft.)	0	0	(4)
Corner side (ft.)	20	20	(3) (4) (8)
Rear (ft.)	0	0	(4)
Maximum height (ft.)	None	None	
Typical FAR	0.60	0.60	(7)
Landscaping standards	7.5	5	(5) (6) (7)

I-BP and I DISTRICTS (Industrial) PROPERTY DEVELOPMENT REGULATIONS			
	I-BP	**I**	**Additional Use Regulations**
Fences and walls	A seven (7') foot solid masonry wall shall be required along any property line abutting an R, C, or P-S district. The Development Services Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Barbed wire and razor wire, and other similar devices may be used on a limited basis for security or safety purposes with an MAA issued in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits); provided, that the device is not visible from the public right-of-way and is not located adjacent to a residence or residential district. Electrified fences may be permitted in accordance with TMC 9-2-126. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).		
Additional standards	See Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility). See Article 5 of Chapter 9-2 TMC (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-120 (Underground utilities). See Article 4 of Chapter 9-2 TMC (Nonconforming Structures and Uses). See TMC 9-2-115 (Recycling and solid waste disposal regulations). See TMC 9-2-122 (Rental storage facility).		

(1) Minimum lot sizes are not applicable when done in conjunction with an approved planned development proposal. See TMC 9-2-106 (Development on existing lots of record).

(2) Double-frontage lots shall provide front yards on each frontage except in the case of public alleys.

(3) Front and corner side yards may be reduced to ten (10') feet in I districts on lots which do not front on arterial streets.

(4) A thirty (30') foot side, front, and rear yard adjoining any R district and structures shall not intercept a forty-five (45°) degree inclined plane inward from a height of ten (10') feet above existing grade at the R district boundary line.

(5) See TMC 9-2-109 (Landscaping and irrigation).

(6) Any area between the front (and street side) property line and the building, exclusive of driveways and walkways, shall be landscaped.

(7) See TMC 9-2-122 (Rental storage facility).

(8) The required "landscape strip" in the public right-of-way (located behind the public sidewalk and adjacent to the private property line) may be counted toward the required building front yard and corner side yard setback, when constructed per City standard as defined in the Turlock General Plan and the landscape strip is maintained by the private property owner.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 20. AMENDMENT: Title 9, Chapter 3, Article 5, Section 03 is hereby amended to read as follows:

9-3-503 Development regulations. Revised 6/15

Development regulations shall be as specified by a conditional use permit issued in accordance with Article 6 of Chapter 9-5 TMC (Conditional Use Permits and Variances), or as required by a minor discretionary permit issued in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits). The Development Services Director, Planning Commission, and/or City Council, as the case may be, shall be guided by those regulations of the zoning district within closest proximity or a zoning district intended for uses similar to those proposed in the P-S district. Deviations from the setback and height requirements for the purpose of providing accommodation for disabled access to an existing structure may be permitted upon approval of a minor administrative approval pursuant to Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits).

P-S DISTRICT (Public and Semipublic District) PROPERTY DEVELOPMENT REGULATIONS		
	P-S	**Additional Use Regulations**
Yards		(1) (5)
Front (ft.)	10	(2) (4)
Side (ft.)	0	(3)
Corner side (ft.)	10	(2) (4)
Rear (ft.)	10	(3)
Maximum height (ft.)	None	
Landscaping	Landscaping shall be provided consistent with the standards for the abutting properties. See TMC 9-2-109 (Landscaping and irrigation).	

P-S DISTRICT (Public and Semipublic District) PROPERTY DEVELOPMENT REGULATIONS		
	P-S	**Additional Use Regulations**
Fences and walls	A seven (7') foot solid masonry wall shall be required along any property line abutting an R, C, or P-S district. The Development Services Director may allow fence and wall heights to be increased in order to mitigate noise problems documented by a noise study. Razor wire, electrified fencing, and similar security devices are prohibited. Barbed wire may be used on a limited basis for security or safety purposes with an MAA issued in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits); provided, that the barbed wire is not visible from the public right-of-way and is not located adjacent to a residence or residential district. In addition, all fences and walls shall be subject to the driveway visibility requirements of TMC 9-2-215 (Driveway and corner visibility).	
Additional regulations	See Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations). See TMC 9-2-215 (Driveway and corner visibility). See Article 5 of Chapter 9-2 TMC (Signs). See TMC 9-2-112 (Outdoor storage). See TMC 9-2-118 (Screening of mechanical equipment). See TMC 9-2-120 (Underground utilities). See Article 4 of Chapter 9-2 TMC (Nonconforming Structures and Uses). See TMC 9-2-115 (Recycling and solid waste disposal regulations).	

(1) See TMC 9-2-105 (Building projections into yards).

(2) Front or corner side yard setback may be reduced to the average distance of existing buildings from their front property line on the two (2) abutting lots adjoining the front property line.

(3) Structures shall not intercept a forty-five (45°) degree inclined plane inward from a height of ten (10') feet above existing grade at the R district boundary line. Single story structures and ground level parking may encroach a maximum of five (5') feet into required side and rear yards.

(4) Any area between a property line adjacent to the street and the building, exclusive of driveways, shall be landscaped.

(5) When abutting an R district, a minimum setback shall be provided as follows: front yard: fifteen (15') feet; rear yard: fifteen (15') feet; side yard: ten (10') feet.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 21. AMENDMENT: Title 9, Chapter 4, Article 1, Section 07, Subsection (b) is hereby amended to read as follows:

9-4-107 Industrial residential (IR). Revised 6/15

(b) **Development standards.**

Category	**Regulation**	
Land Use	**Industrial**	**Residential**
Applicable Base Zone	I	R-H
Maximum Lot Coverage	60%	100%
Typical Floor Area Ratio	0.60	1.5
	*Floor area ratio (FAR) is the ratio of building area to parcel area.	
Setbacks		
Front Yard	Ten (10') feet minimum	Ten (10') feet minimum**
Side Yard	Five (5') feet minimum*	Five (5') feet minimum
Rear Yard	Ten (10') feet minimum*	Ten (10') feet minimum
Corner Side Yard	Ten (10') feet minimum	Ten (10') feet minimum**
*When adjacent to residential, a seven (7') foot decorative masonry wall is required along the property boundary. **For a single-family residential unit, the front and corner side yard setbacks shall be fifteen (15') feet for the residence and twenty (20') feet for a garage or carport.		
Building Massing		
Building Height	Fifty (50') feet	
Landscaping	Ten (10%) percent	
Parking		
Parking Requirements	Refer to Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations).	
Signage		
Signage in accordance with Article 5 of Chapter 9-2 TMC (Signs).		
Freestanding Signs	Freestanding signs shall not exceed six (6') feet in overall height, measured from grade, may be internally illuminated, but external illumination is preferred, installed within a landscaped bed, and constructed of materials designed to complement the primary structure.	

Category	Regulation
Wall Signs	Wall signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited.
A-Frame Signs	Not permitted
Other	
Design	Compliance with the downtown design guidelines and zoning regulations is required.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 22. AMENDMENT: Title 9, Chapter 4, Article 1, Section 08, Subsection (b) is hereby amended to read as follows:

9-4-108 Office residential (OR). Revised 6/15

(b) **Development standards.**

Category	Regulation
Land Use	**Office or Residential or Mixed Use**
Applicable Base Zone	C-O (for office uses) or R-H (for residential uses or mixed uses)
Maximum Building Lot Coverage	Sixty (60%) percent
	*Intensity of the allowable building coverage of the lot area
Floor Area Ratio	0.8
	*Floor area ratio (FAR) is the ratio of building area to parcel area
Setbacks	
Front Yard	Ten (10') feet minimum**
Side Yard	Five (5') feet minimum*
Rear Yard	Ten (10') feet minimum*
Corner Side Yard	Ten (10') feet minimum**

Category	Regulation
*When adjacent to residential zoning districts, a seven (7') foot tall decorative masonry wall is required along the property line. **For a single-family residential unit, the front and corner side yard setbacks shall be fifteen (15') feet for the residence and twenty (20') feet for a garage or carport.	
Building Massing	
Building Height	Forty (40') feet maximum
Landscaping	Fifteen (15%) percent of the lot area
Parking	
Parking Requirements	Office: Fifty (50%) percent of the required parking spaces. On-street parking directly abutting property may be applied to meet office parking requirements. All other uses as set forth in Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations). Residential: As set forth in Article 2 of Chapter 9-2 TMC (Off-Street Parking and Loading Regulations).
Signage	
Signage in accordance with Article 5 of Chapter 9-2 TMC except:	
Freestanding Signs	Freestanding signs shall not exceed four (4') feet in overall height, measured from grade, may be externally illuminated, installed within a landscaped bed, and constructed of materials designed to complement the primary structure.
Wall Signs	Wall signs shall be placed on the building in such a manner as to enhance, not detract or hide, architectural features of the building. External illumination using appropriate lighting material is preferred over internal illumination. Cabinet signs are prohibited.
A-Frame Signs	Not permitted
Other	
Design	Compliance with the downtown design guidelines and zoning regulations is required.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 23. AMENDMENT: Title 9, Chapter 4, Article 2, Section 04, Subsection (c) is hereby amended to read as follows:

9-4-204 Nondiscretionary emergency shelter permit application: Review and approval. Revised 6/15

(c) In considering an application for a permit pursuant to this section, the application shall meet all of the following standards:

(1) The application shall be for an emergency shelter as defined in the California Health and Safety Code.

(2) The property must be located within the emergency shelter zoning overlay district adopted by the Turlock City Council and located within a heavy commercial (C-H), community commercial (C-C), industrial (I), downtown industrial residential (IR), or downtown transitional commercial (TC) zoning district. In no case shall an emergency shelter permit be issued for a property located in a residential district as defined in Articles 1 and 2 of Chapter 9-3 TMC or the downtown core overlay district defined in TMC 9-4-102.

(3) Approving the application shall not result in the number of beds within the overlay zoning district exceeding the district cap or the property-specific cap established by the Turlock City Council pursuant to TMC 9-4-203 or 9-4-205(a), respectively.

SECTION 24. AMENDMENT: Title 9, Chapter 4, Article 2, Section 05 "**Introductory Paragraph**" [*subsections (a) through (l) remain unchanged]* is hereby amended to read as follows:

9-4-205 Conditions. Revised 6/15

In authorizing an application for a nondiscretionary emergency shelter permit, the Development Services Director shall include as conditions of approval the following minimum provisions:

SECTION 25. AMENDMENT: Title 9, Chapter 5, Article 1, Section 12 is hereby amended to read as follows:

9-5-112 Amendments: Authorized. Revised 6/15

This chapter may be amended by changing the boundaries of districts, the classification of land, any regulations, or other provisions if required for the public necessity, convenience, or general welfare. Amendments may be authorized by the City Council upon a recommendation from the Planning Commission. The procedures and requirements set forth in this article shall govern all actions on amendments.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 26. AMENDMENT: Title 9, Chapter 5, Article 3, Section 10, Subsection (d) is hereby amended to read as follows:

9-5-310 Minor discretionary permit: Review. Revised 6/15

(d) Review of buildings for scale, mass, proportion, articulation of facades, use of materials, overall composition of design, and harmony with surrounding buildings.

SECTION 27. AMENDMENT: Title 9, Chapter 5, Article 3, Section 15 is hereby amended to read as follows:

9-5-315 Minor discretionary permit: Time limits for development of property and uses. Revised 6/15

The Development Services Director may establish a time limit for development of the subject property and use. The time limit set by the Development Services Director shall be reasonable, based upon the size and nature of the proposed development. Such time limit may be extended by the Development Services Director for good cause when the applicant presents proof of unusual conditions not of his own making.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 28. AMENDMENT: Title 9, Chapter 5, Article 3, Section 17 is hereby amended to read as follows:

9-5-317 Outdoor dining permit required. Revised 6/15

No owner or operator of a business establishment shall occupy any portion of a public sidewalk, court, plaza, alley, or street with tables and chairs for outdoor dining without first obtaining a minor discretionary permit in accordance with the provisions of this article.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 29. AMENDMENT: Title 9, Chapter 5, Article 3, Section 18 is hereby amended to read as follows:

9-5-318 Authority to issue outdoor dining permits. Revised 6/15

The Development Services Director, or his or her designated representative, is hereby authorized to issue outdoor dining permits, revocable at will, to owners or operators of business establishments for the placement of tables and chairs in the public sidewalk, court, alley, or street adjacent to and incidental to the operation of a food service establishment, according to the procedures as set forth in this article. An outdoor dining permit will not be issued where, in the opinion of the Development Services Director, or his or her designated representative, the speed, volume, or nearness of vehicular traffic is not compatible with outdoor dining. Issuance will not be unreasonably withheld.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 30. AMENDMENT: Title 9, Chapter 5, Article 3, Section 23, Subsection (a) is hereby amended to read as follows:

9-5-323 Alcoholic beverage restrictions. Revised 6/15

(a) The outdoor dining area must be clearly and physically separated from pedestrian traffic. All barriers, railings, fences, or planters placed around the outdoor dining area, whether movable or permanent, affixed, or contiguous to the sidewalk shall be in place during hours of operation and shall be a minimum of three (3') feet in height to clearly define the area. Barriers, railings, fences, or planters must be installed close enough together to prevent pedestrian traffic through them. Landscaping in planters or planted in the ground can be used to create the physical separation;

SECTION 31. AMENDMENT: Title 9, Chapter 5, Article 4, Section 04, Subsection (a) is hereby amended to read as follows:

9-5-404 Findings. Revised 6/15

(a) That there are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, and the strict application of this Code deprives such property of privileges enjoyed by other property in the vicinity;

SECTION 32. AMENDMENT: Title 9 Chapter 5, Article 7, Section 09, Subsections (b) and (c) is hereby amended to read as follows:

9-5-709 Prezoning and annexation: Area-wide planning required. Revised 6/15

(b) **Master plan development standards and review processes.** Unless otherwise specified in the adopted master plan, all development in the master plan area shall be subject to the applicable review and approval processes and design and development standards of the zoning regulations of this Code. Subject to a minor discretionary permit, the Development Services Director may approve minor modifications, exceptions, and waivers to the zoning regulations of this Code to allow for orderly development in the master plan area. Modifications or changes considered major (e.g., significant changes in land use/zoning, circulation, or public facilities, etc.) may be considered subject to the process and procedures for amending the Code including rezoning (TMC 9-5-112 et seq.).

(c) **Master plan funding.** A master plan may be initiated and prepared by property owners and/or developers in consultation with the City of Turlock or by the City of Turlock at its discretion. When the preparation of a master plan is privately initiated, the applicant shall pay all costs associated with the preparation of the master plan. The applicant shall submit the draft master plan to the Development Services Department for review and pay a processing fee as established by council resolution, as amended from time to time. When the preparation of a master plan is initiated and funded by the City of Turlock, the City shall be fully reimbursed for the cost of preparing the master plan. The collection of a master plan reimbursement fee shall occur in conjunction with either the issuance of a building permit and/or final subdivision map, as established in conjunction with the approval of the master plan. By written agreement with the City, the cost of preparing a master plan may be shared between the City and private parties.

(1207-CS, Rep&ReEn, 05/28/2015)

SECTION 33. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 34. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 13th day of September, 2016.

_____
GARY SOISETH, Mayor

ATTEST:

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

6B

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE ZONING MAP OF THE CITY OF TURLOCK, CALIFORNIA, ATTACHED TO TITLE 9 OF THE TURLOCK MUNICIPAL CODE [REZONE 2016-02 (CITY INITIATED)] TO CHANGE THE ZONING DESIGNATIONS FOR THE FOLLOWING PROPERTIES: 240 WEST MAIN STREET AND 120 LOCUST STREET WILL BE REZONED FROM CC TO TC; 333 NORTH THOR STREET AND 410 & 412 WOLFE AVENUE WILL BE REZONED FROM CC TO OR; 355, 391, 401, 409, 415 & 427 EAST OLIVE AVENUE WILL BE REZONED FROM OR TO DCT; 352, 400, 410, 440 EAST OLIVE AVENUE AND 190 NORTH THOR STREET WILL BE REZONED FROM OR TO DC; 143 ALASKA STREET WILL BE REZONED FROM SPLIT CC/RM TO RM; 825, 839, 857, 881, 901, 923, 943 WEST MAIN STREET AND 117 WEST AVENUE NORTH WILL BE REZONED FROM SPLIT CC/RM TO DUAL CC & RM; AND 801 WEST MAIN STREET WILL BE REZONED FROM CC TO DUAL CC & RM	ORDINANCE NO. -CS

WHEREAS, California state law dictates that General Plan land use designations and City zoning districts be consistent with each other; and

WHEREAS, City staff has discovered an inconsistency between the zoning and General Plan designations for 240 West Main Street, 120 Locust Street, 333 North Thor Street, 410 & 412 Wolfe Avenue, (APNs 050-020-018, 043; 061-024-076, 77, & 78); and

WHEREAS, in order to correct this inconsistency, staff has requested and the property owners have agreed to a change in the zoning designations for these parcels as described in Exhibit A in order to be consistent with the current General Plan designation and to better suit their locations within the downtown area; and

WHEREAS, in evaluating the General Plan and Zoning diagrams staff has found parcels along West Main Street and East Olive Avenue that should also be re-designated as described in Exhibit A, to create a more desirable land use pattern in the area; and

WHEREAS, after the public hearing held on July 7, 2016 the Planning Commission found and determined that the Rezoning request is Exempt from the

provisions of CEQA and is in harmony with the surrounding properties, and recommended by a unanimous vote that the Council approve the proposed amendments; and

WHEREAS, the City Council has considered the staff report, all public comments, and the proposed Rezone 2016-02 as set forth in this Ordinance at a properly noticed public hearing held on August 9, 2016; and

WHEREAS, the City Council has found the project is exempt from the provisions of CEQA; and

WHEREAS, the City Council found and determined as follows:

1. That the proposed rezoning is consistent with the General Plan.
2. That the proposed site is suitable for the type of potential development.
3. That the site is suitable for the intensity of the proposed use.
4. That the proposed rezoning will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION. The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project is exempt from the California Environmental Quality Act CEQA) under the CEQA Guidelines Section 15061(b)(3) [Review for Exemption-General Rule No Impact].

SECTION 2. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone multiple parcels as identified in Exhibit A

SECTION 3. ZONING MAP. The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the maps attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.\

SECTION 4. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 13th day of September, 2016.

GARY SOISETH, Mayor

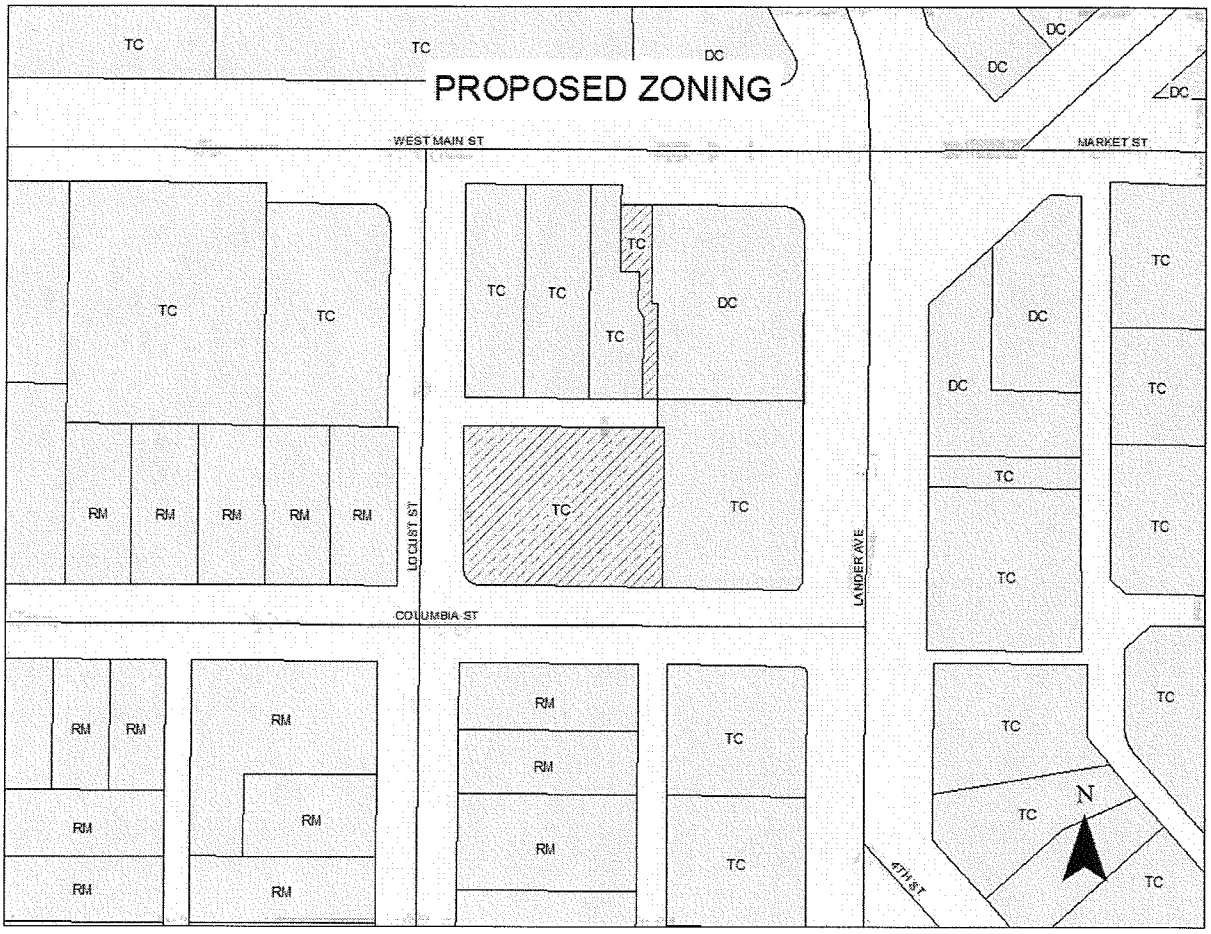
ATTEST:

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

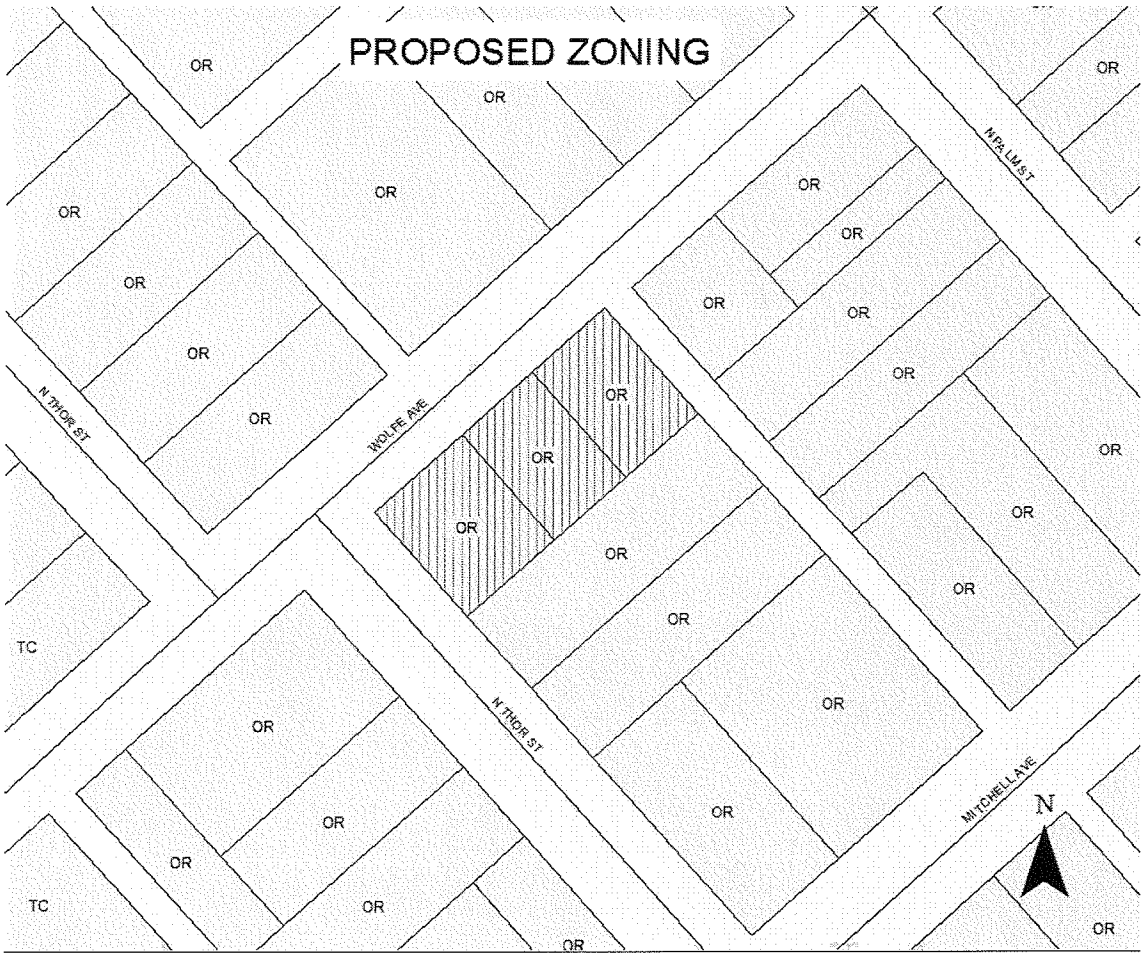
Exhibit A

APN	Address	Current Zoning	Current General Plan	Proposed Zoning	Proposed General Plan
050-020-018	240 West Main Street	CC	Downtown	TC	No change
050-020-043	120 Locust Street	CC	Downtown	TC	No change
061-024-078	333 North Thor Avenue	CC	Downtown	OR	No change
061-024-077	410 Wolfe Avenue	CC	Downtown	OR	No change
061-024-076	412 Wolfe Avenue	CC	Downtown	OR	No change
061-024-060	355 East Olive Avenue	OR	Downtown	DCT	No change
061-024-059	391 East Olive Avenue	OR	Downtown	DCT	No change
061-024-028	401 East Olive Avenue	OR	Downtown	DCT	No change
061-024-027	409 East Olive Avenue	OR	Downtown	DCT	No change
061-024-026	415 East Olive Avenue	OR	Downtown	DCT	No change
061-024-072	427 East Olive Avenue	OR	Downtown	DCT	No change
061-025-002	352 East Olive Avenue	OR	Downtown	DC	No change
061-025-003	190 North Thor Street	OR	Downtown	DC	No change
061-025-004	400 East Olive Avenue	OR	Downtown	DC	No change
061-025-005	410 East Olive Avenue	OR	Downtown	DC	No change
061-025-006	440 East Olive Avenue	OR	Downtown	DC	No change
061-003-030	143 Alaska Street	CC/RM	CC/MDR	RM	MDR
061-004-050	943 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-049	923 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-048	901 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-068	881 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-069	857 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-070	839 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-025	825 West Main Street	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-023	117 West Avenue North	CC/RM	CC/MDR	CC & RM	CC&MDR
061-004-024	801 West Main Street	CC	CC	CC & RM	CC&MDR
043-047-002	455 5th Street	CC/I	CC	No change	CC&I

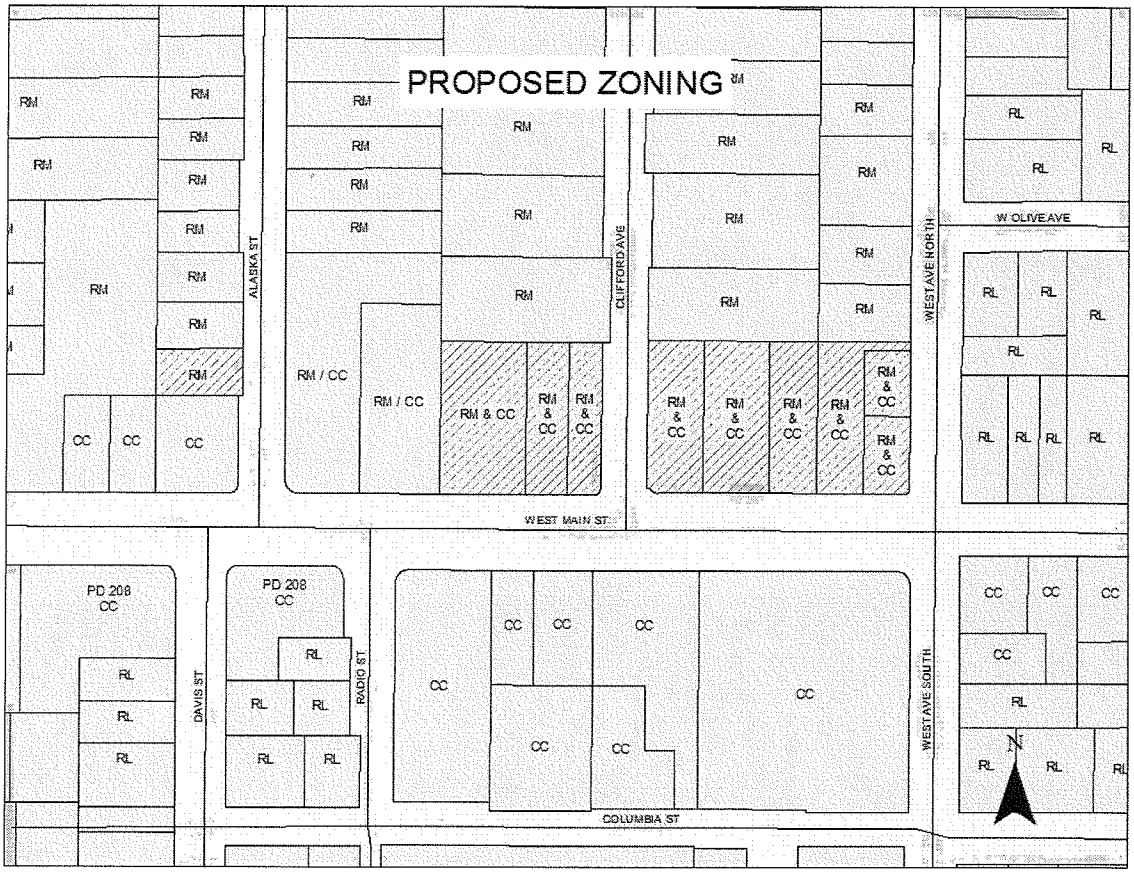
240 West Main Street & 120 Locust Street



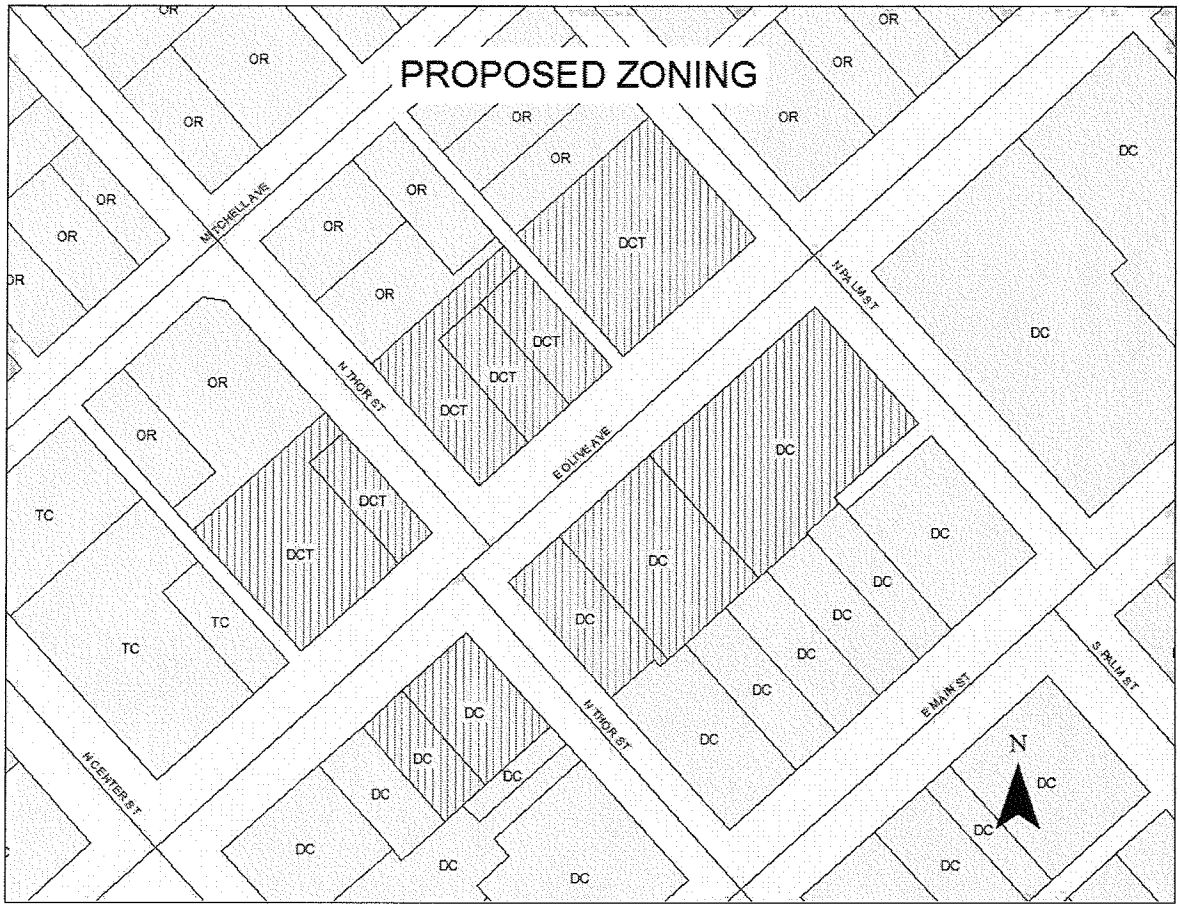
333 North Thor Street, 410 & 412 Wolfe Avenue



143 Alaska Street, 801, 825, 839, 857, 881, 901, 923, 943 West Main Street & 117 West Avenue North



352, 355, 391, 400, 401, 409, 410, 415, 427, 440 East Olive Avenue and 190 North Thor Street



7A

City Council Synopsis
September 13, 2016

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 entitled Garbage, Rubbish, and Organic Refuse to reflect correct fees/charges for property related solid waste services adopted by the City Council on October 27, 2015, as a result of a Proposition 218 process

2. DISCUSSION OF ISSUE:

On October 27, 2015, the Turlock City Council adopted Ordinance No. 1215-CS amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 entitled Garbage, Rubbish, and Organic Refuse to implement updated fees/charges for property related solid waste services as a result of a Proposition 218 process.

On March 22, 2016, the City Council adopted Ordinance No. 1221-CS amending Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Rubbish and Organic Refuse to include language regarding mandatory organic recycling as required by the State of California.

After adoption of Ordinance No. 1221-CS and insertion of the ordinance language into the Turlock Municipal Code (Code) was complete, it was discovered that staff had inadvertently prepared the mandatory organic recycling amendment using a version of the ordinance that was in place prior to the adoption of Ordinance No. 1215-CS. This resulted in the Code reflecting fees/charges that were in place prior to adoption of the updated solid waste fees/charges put into place as a result of a Proposition 218 process.

The proposed changes to the text correctly reflect the fees/charges adopted by the City Council as a result of a Proposition 218 process approved by Council on October 27, 2015 under Ordinance No. 1215-CS.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

The Turlock Municipal Code needs to be amended to accurately reflect language that is required by the State of California as well as fees/charges adopted by Council through a Proposition 218 process charged to customers.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

No impact to the General Fund.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not accept the changes to the ordinance. This option is not recommended due to the current ordinance language not reflecting the correct solid waste fees/charges adopted by Council on October 27, 2015.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 3, ARTICLE 1, SECTION 01 ENTITLED GARBAGE, RUBBISH, AND ORGANIC REFUSE TO REFLECT CORRECT FEES/CHARGES FOR PROPERTY RELATED SOLID WASTE SERVICES ADOPTED BY THE CITY COUNCIL ON OCTOBER 27, 2015, AS A RESULT OF A PROPOSITION 218 PROCESS	**ORDINANCE NO. -CS**

WHEREAS, on February 9, 2016 an ordinance amendment was adopted regarding mandatory organics recycling; and

WHEREAS, the revised language inadvertently did not include the updated solid waste fees/charges; and

WHEREAS, the proposed ordinance amendment includes corrected language for mandatory organics recycling and the current solid waste fees/charges.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 6, Chapter 3, Article 1, Section 01 is hereby amended to read as follows:

Article 1. Collection Charges

6-3-101 ~~Rates~~Fees and Charges. **Revised 11/15 Revised 5/16**
The ~~rates~~fees/charges to be charged for the collection of garbage, rubbish and organic refuse are shown in the table below. A consolidated bill for garbage, rubbish, industrial refuse, water, and sewer charges will be sent to the person responsible for the payment of water and sewer charges.

TYPE OF SERVICE	Monthly Cart Service ~~Rate~~Fee/Charge
Residential - 32	Includes: 1 - 32 ~~g~~Gallon ~~r~~Refuse (grey) 1 - 68 ~~g~~Gallon ~~r~~Recycle (blue) 1 - 95 ~~g~~Gallon ~~o~~Organic ~~r~~Refuse (green)
Residential 32	~~$25.10~~27.40

OK for Agenda

Regular ~~Rate~~Fee/Charge	
Residential 32 Senior Citizen ~~Rate~~Fee/Charge	~~$19.20~~20.95
Residential - 64	Includes: 1 - 64 ~~g~~Gallon ~~r~~Refuse (grey) 1 - 68 ~~g~~Gallon ~~r~~Recycle (blue) 1 - 95 ~~g~~Gallon ~~o~~Organic ~~r~~Refuse (green)
Residential 64 Regular ~~Rate~~Fee/Charge	~~$33.10~~36.20
Residential - 96	Includes: 1 - 96 ~~g~~Gallon ~~r~~Refuse (grey) 1 - 68 ~~g~~Gallon ~~r~~Recycle (blue) 1 - 95 ~~g~~Gallon ~~o~~Organic ~~r~~Refuse (green)
Residential 96 Regular ~~Rate~~Fee/Charge	~~$38.10~~41.70
ADDITIONAL CART FEES	
Each Additional Extra Cart for Recyclable Waste Material, including Organic Waste Container	~~$7.65~~8.35

Refuse Cart (green) and Recycle Cart (blue)		
SPECIAL CART SERVICES		
Damaged Cart Replacement	32 gallon grey 64 gallon grey 68 gallon blue 95 gallon green 96 gallon grey	$32.00 $42.00 $42.00 $46.00 $46.00
Cart Cleaning or Swap Charge	1st ~~c~~Cart Each additional cart	$25.00 $ 5.00
Return for Cart Service Charge	1st cart Each additional cart	$ 5.00 $ 2.00
Recycle/ Organic Refuse Cart Contaminate Fee	$15.00 each cart	
Commercial Cart Service	Includes: 1 - 95 gallon refuse (grey)	
Commercial Cart Service	~~$20.85~~22.75	

TYPE OF SERVICE	**Monthly ~~Rate~~Fee/Charge**
Commercial Bin Service	
2-Yard Bin pickup 1 time a week pickup 2 times a week	 ~~$75.85~~81.05 ~~$134.60~~143.60

pickup 3 times a week	~~$193.35~~205.75
pickup 4 times a week	~~$252.10~~269.45
pickup 5 times a week	~~$310.85~~331.60
pickup 6 times a week	~~$369.60~~393.30
3-Yard Bin	
pickup 1 time a week	~~$94.50~~100.90
pickup 2 times a week	~~$171.80~~183.55
pickup 3 times a week	~~$249.10~~263.70
pickup 4 times a week	~~$326.40~~348.20
pickup 5 times a week	~~$403.70~~430.65
pickup 6 times a week	~~$481.00~~513.10
4-Yard Bin	
pickup 1 time a week	~~$115.50~~123.55
pickup 2 times a week	~~$213.70~~228.15
pickup 3 times a week	~~$311.90~~332.75
pickup 4 times a week	~~$410.10~~437.50
pickup 5 times a week	~~$508.30~~542.25
pickup 6 times a week	~~$606.50~~647.00
6-Yard Bin	
pickup 1 time a week	~~$152.10~~162.85
pickup 2 times a week	~~$286.75~~306.45
pickup 3 times a week	~~$421.40~~448.80
pickup 4 times a week	~~$556.05~~594.30
pickup 5 times a week	~~$690.70~~736.85
pickup 6 times a week	~~$825.35~~880.45

Special Bin Services:		
Special Pickup $2.90 per yard plus $35.00	2-Yard Bin	$40.80
	3-Yard Bin	$43.70
	4-Yard Bin	$46.60

	6-Yard Bin	$52.40
Cleaning ~~and~~& Replacement	$35.00 plus ~~s~~Special ~~p~~Pickup charge	
Gate ~~Rate~~Fee/Charge	$16.80 per month per bin per pickup	
Bin Compactor ~~Rate~~Fee/Charge	$10.10 per cubic yard per pickup	
3-Yard Temporary Bin	$51.00 per week with one dump $51.00 per each additional dump	
Bin ~~P~~push ~~O~~out ~~Rate~~Fee/Charge	$16.80 per month per bin per pickup	

TYPE OF SERVICE	~~Rate~~Fee/Charge	
Commercial Box Service	**Hauling Fee**	**Disposal Charge**
15-19 Yard Box	~~$90.00~~127.50	$53.53 per ton fee
20-29 Yard Box	~~$105.00~~148.80	$53.53 per ton fee
30-50 Yard Box	~~$130.00~~184.20	$53.53 per ton fee
One price for all sizes	$161.30	
Special Box Services:		
Box Compactor ~~Rate~~Fee/Charge	Must be negotiated, by size and weight. Disposal will be actual	

	disposal charge.
Box Rental	$2.00 per day
Box Special Pickup	Hauling fee + $35.00

EXTRA CHARGE ITEMS	~~Rate~~Fee/Charge
Electronic Waste (E-Waste)	
Computer Monitors and Televisions	
Computer Monitors	$20.00
Table Top Televisions	$25.00
Console and Big Screen Televisions	$35.00
Universal Waste (U-Waste)	
Microwaves, ~~D~~dishwashers, ~~W~~washing ~~M~~machines, ~~D~~dryers, ~~T~~toaster ~~O~~ovens, ~~S~~stoves or ~~O~~ovens, ~~H~~hot ~~W~~water ~~H~~heaters and ~~F~~furnaces	$8.25 per appliance
Refrigeration Equipment, A/C Units, ~~E~~etc.	$23.55 per unit
Tires	
Passenger	$5.90
Passenger with Rim	$9.40
Truck	$14.10
Trucks with Rim	$22.90
Tractor ~~and~~ & Heavy Equipment	From $80.00 to

	$600.00

SECTION 2. AMENDMENT: Title 6, Chapter 3, Article 6, Section 01, Subsection (a) is hereby amended to read as follows:

Article 6. Unauthorized Dumping on City or Private Property

6-3-601 Unauthorized dumping on City or private property prohibited. **Revised 5/16**

(a) No person shall dump, deposit or place, or cause or assist in the dumping, depositing or placing, upon City of Turlock property, or any portion thereof, or in any City of Turlock waste container, any waste or industrial refuse, as those terms are commonly known, used or defined in this chapter.

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 27th day of September, 2016.

GARY SOISETH, Mayor

ATTEST:

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

8A

City Council Synopsis
September 13, 2016

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing issuance of Request for Proposal (RFP) No. 16-340 for Parks and Recreation Management Software System for the Parks, Recreation and Public Facilities Department

2. DISCUSSION OF ISSUE:

The intent of this Request for Proposal (RFP) No. 16-340 is to solicit software companies that are interested in providing a Parks and Recreation Management Software System for the City of Turlock Parks, Recreation & Public Facilities Department.

The City is most interested in fully hosted (web) solutions with minimal local client software installation, providing staff and customers the greatest flexibility in accessing the software. However, the City will consider on-premises software solutions, especially if the product meets the functionality needs and has a more cost effective and secure method for facilitating payment processing.

The product must keep credit card information separate from the City's network and computers. The ideal software solution will enable the City to provide excellent customer service both in person and online for its main business activities including, but not limited to, daily recreation program administration and registration, facility and field reservations, payment processing and reporting. In addition, the system should provide for efficient and effective business processes and management tools to assist in program administration and financial reporting.

3. BASIS FOR RECOMMENDATION:

A. Staff is requesting City Council authorize issuance of RFP No. 16-340 for Parks and Recreation Management Software System for Parks, Recreation and Public Facilities Department.

B. Staff will advertise the RFP within seven (7) days of Council approval.

OK for Agenda

C. The current version of the software program used for registration and activity tracking is no longer supported by the provider.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 7 Quality Community Programs

General Principles:
2. Deliver positive recreation programming to deter crime and improve quality of life.

Action Item:
1. Implement a recreation software program update.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund Impact

Fund 306 – Recreation Designated Fund Balances

Fiscal impact to the above fund will not exceed: $70,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may modify, delay or reject issuance of the RFP. Staff does not recommend this alternative. The current version of the software program used for registration and activity tracking is no longer supported by the provider.

REQUEST FOR PROPOSALS
16-340

for

PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

RFP Posting Date
9/16/16

RFP Due Date
9/29/16
3:00 P.M.

Submit Proposals to:
City of Turlock
Municipal Services Department
156 S. Broadway, Ste. 270
Turlock, CA 95380-5454

Questions with regard to submissions, process or proposals can be directed to:
Erik Schulze, Parks, Recreation & Public Facilities Manager
Parks, Recreation & Public Facilities Department
144 South Broadway
Turlock, CA 95380
(209) 668-5594 Ext. 4604

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM
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CITY OF TURLOCK
TURLOCK CALIFORNIA

REQUEST FOR PROPOSALS
BID NO. 16-340

PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

Notice is hereby given that sealed proposals will be received at the City of Turlock Municipal Services Department for a Parks and Recreation Management Software System, in accordance with the specifications and other related documents provided herein.

Please carefully read and follow the instructions.

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

City of Turlock
Municipal Services Department
156 S. Broadway, Ste. 270
Turlock, CA 95380-5454

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

CLOSING DATE: 3:00 P.M., ON SEPTEMBER 29, 2016

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

I. SCOPE OF WORK

The City of Turlock desires to solicit qualified Bids for a Parks and Recreation Management Software System hereby attached as Exhibit A, in accordance with this Request for Proposal. Award resulting from this RFP will be firm for a five (5) year term contract with Turlock City Council approval.

All equipment, materials, and supplies shall be furnished F.O.B. City of Turlock. Bids shall be submitted on the bid sheet provided or can be downloaded from the City's Purchasing website at http://www.ci.turlock.ca.us; such bids shall include all necessary specifications.

II. CONTACT OR OBTAINING ADDITIONAL BID INFORMATION

Proposers may obtain additional bid information from the City by contacting the Parks, Recreation & Public Facilities Department, Mr. Erik Schulze, Parks, Recreation & Public Facilities Manager, (209) 668-5594 Ext. 4604.

III. BID PROCESS

Bids will consist of bid proposal, vendor qualifications/experience and references. ***One original and one copy of the complete bid proposals are required.*** Supplier's bid proposal will be submitted on **Bid**

Proposal Exhibit 'A'. The Original bid proposals must be clearly marked and contain original signatures (Supplier's signature may be represented by a signed proposal cover letter) and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The technical portion of the proposal will be weighted more heavily than the cost portion of the proposals.

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

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

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

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

Proposers' Exceptions, Clarifications, and Amendments: Supplier must list requests for bid clarifications and exceptions, if any, sign and submit on **Exhibit 'D'** with your bid response.

IV. EVALUATION COMMITTEE

A committee will be established to review and evaluate the proposals to determine the Contract award. The committee includes representatives of the department seeking the goods.

(a) Evaluation of Proposals: The criteria to be used in the evaluation of Bids will be/but not limited to the following:

Overall responsiveness to the Request for Proposals:

1) Proposals must be neat, complete, and fully address technical, cost, Proposer qualifications, references, and Proposal questionnaire and evaluation concerns.

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

3) Costs: Proposal Exhibit 'A'

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

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

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

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

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

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

V. ESTIMATED SCHEDULE

Proposal Notification Date 9/16/16
Last Day for Questions..... 9//23/16
Proposals due 9/29/16
Evaluate Proposals 10/14/16
Award Contract 11/15/16

Note: Award date is approximate.

VI. VENDOR INQUIRIES

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

Erik Schulze, Parks, Recreation & Public Facilities Department
City of Turlock
144 South Broadway
Turlock, Ca 95380
(209) 668-5594 Ext. 4604
FAX (209) 668-5619
eschulze@turlock.ca.us

Note: Deliver or mail Proposals to the referenced address on the cover page only.

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

SECTION 1

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

1.1 Specifications / Scope of Work

The project objective is to obtain a parks and recreation management software system that meets the current and future needs of the City of Turlock Parks, Recreation and Public Facilities Department. The following description outlines the basic functions and requirements for qualifying systems. To be considered as a responsive proposal, the proposal must demonstrate the ability of the software to meet or exceed all mandatory functions listed below. Proposals which demonstrate an ability to meet the functions listed as Desirable Features may be rated more favorably. The City is most interested in fully hosted (web) solutions with minimal local client (PC) software install which provides staff and customers the greatest flexibility in accessing the software. However, the City will consider on-premises software solutions, especially if the product meets the functionality needs and has a more cost effective and secure method for facilitating payment processing. The product must keep credit card information separate from the City's network and computers. The ideal software solution will enable the City to provide excellent customer service both in person and online for its main business activities including, but not limited to, daily recreation program administration and registration, facility and field reservations, payment processing and reporting. In addition, the system should provide for efficient and effective business processes and management tools to assist in program administration and financial reporting.

1.2 Facility Reservation and Scheduling

The ideal system will allow for easy scheduling of facilities for a variety of uses, booking and management of reservations for private events as well as contract management for outside users including deposits, security retentions, refunds, credits, transfers, payment plans and electronic archiving and access of agreements. The scheduling function should allow staff to easily find and see available space based upon specific search criteria or by calendar. It should also allow for automatic scheduling of space based upon the program schedule information and allow for scheduling of maintenance time by city maintenance staff.

1.3 Program Registration

The City needs a system to manage and receive registrations, both in person and online, for a wide variety of programs and activities. The system shall also assist in managing program participants by creating program rosters, attendance records, have an auto pay option for weekly and monthly programs, wait lists, instructor payment records and garage sale management. Online garage sale permits must be issued in accordance with the City's municipal code 3-1-800. It must also allow for secondary registration documents including annual registration forms, informed consent/liability waivers, health forms and team rosters.

1.4 Point of Sale

The Department desires a point-of-sale system that provides for internal cash controls that can support payment intake at multiple locations. This might include cash register functionality and monitoring reports. In addition, the City uses its current point-of sale system to sell retail items, tickets, day passes and to deposit donations. Point of sale must also allow for credit card transactions, financial assistance and punch cards.

1.5 Financial Reporting and Cash Drawer Functions

The City is interested in a software program that allows for an internal general ledger that tracks financial accounting for all transactions, such as revenues related to classes and facility rentals. Currently, the City provides printed daily cash reports to Finance along with the daily deposits. The City desires the new software system interfacing or at least exporting to the current financial system, New World. Critical functionality includes a general ledger data export and an export to process refund checks in the New World system. The City is interested in the flexibility of interfacing with other financial systems as well.

1.6 Credit Card Processing

The City desires a safe and secure system for receiving payments via credit card. The City currently accepts both online and in person credit card payments. This process must fully integrate into the point of sale and financial reporting functions and may not retain any of the individual credit card information within the City's network, computers or databases. The service providing for these payments must have an excellent security record and protocols. The system must allow for refunds directly back to credit card. Transaction fees must be at market rate or lower with flexible options as to how and when those fees are paid, either by the customer or by the City.

1.7 Online Registrations and Payments

The City is interested in a user-friendly online interface for its registration, facility reservation and membership transactions. The interface should be flexible and accessible on personal computers, tablets, mobile phones and other devices utilized by today's customers. This system should integrate easily with the City's existing website. The City would prefer a single sign-on with the existing City web site, and for the software to use web templates that mimic the City's current web site.

1.8 Online Facility Reservation and Availability

The City does not currently allow online reservations for facility use, but may soon be interested in allowing such. The City is interested in a system that allows for online viewing of available facilities by both patrons and staff, online modification of schedule by approved users, online booking of practice times by sports teams and other user groups and initial reservation of park facilities for private use.

1.9 Customer Database Management and Reporting

The City is interested in a core customer database that allows for patron management across the various components of the business system. Strong areas of interest include a flexible search capability within the customer database, standard fields for capturing key customer information and easy export or integration with other programs. Easy access to both marketing data as well as use statistics and financial data are highly desirable.

1.10 Informed Consent / Liability Waiver Acknowledgement / Archiving and Management

The City is interested in a system that provides for electronic signing of informed consent and liability waivers as part of the registration process, both in person and online. The system needs to allow for archiving, searching and retrieval of these documents as needed. The stored data must be in a format and standard that is acceptable for presentation in a court of law. Archived data must be accessible for up to 15 years.

1.11 League Scheduling

The Department reserves field time and registers teams in a general course for its sports leagues. The Department is interested in reviewing options for sports league management. While the City's preference is that all components of the software solution are integrated and part of the same software family, the City will consider non-integrated components as long as they are able to share common customer database information.

1.12 Maintenance Scheduling

The City is interested in an easy to use interface which allows for effective communication with the City's maintenance staff in the facility reservation process. The system should allow viewing of daily events and activities for maintenance staff scheduling and allow for maintenance staff to designate required times for event setup or facility maintenance to avoid overbooking. The ability to provide for Maintenance Division acknowledgement and to include setup information on event reservations is desirable.

1.13 Marketing and Communication

The City is interested in facilitating communications with its customers through different channels including phone, email and regular mail. The City wants to be able to email and/or text receipts and basic course registration, facility rental and membership information. There is also interest in tools for pushing surveys and email newsletters to program users. Functions for email reminders of appointments, program start dates, outstanding or unfinished registration materials, renewal and registration dates and post-activity follow-up surveys are also highly desirable. Finally, the Department produces a brochure for the web and for print and data from the software system should export for this purpose.

SECTION 2

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

AWARD AND EXECUTION OF CONTRACT

2.1 AWARD OF PROPOSAL

If the CITY deems that the acceptance of the most responsible Proposal or Proposals is not in the best interests of the CITY, the City may reject all Proposals. If the agreement is awarded, it shall be to the most responsible Proposer whose Proposal complies with all the requirements prescribed. Such award shall normally be made with thirty (30) days after Proposal opening.

If the most responsible Proposer refuses or fails to execute the agreement, the CITY may award the agreement to the second most responsible Proposer. Such award will normally be made within sixty (60) days after the opening of Proposals. If the second most responsible Proposer refuses or fails to execute the agreement, the City may award the agreement to the third most responsible Proposer. Such award will normally be made within seventy-five (75) days after the opening of the Proposals. The above time period may be changed by agreement between the City and the Proposer concerned.

2.2 AWARD OF CONTRACT

The award of this contract, if it were awarded, will be made by the City Council following the opening date of this Proposal unless at the sole discretion of the Purchasing Officer, there is reason to delay award.

SECTION 3

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

SPECIAL INSTRUCTIONS

3.1 EXAMINATION OF DOCUMENTS

The Proposer is responsible for making all necessary examinations and reviews of the documents relating to the Parks and Recreation Management Software System. Failure to do so will not act to relieve any requirement of the agreement or the conditions. The submission of a Proposal shall be considered conclusive evidence that the Proposer has made examinations.

3.2 PROPOSALS

Proposals shall be sealed and filed with the Purchasing Officer in accordance with the Request for Proposal.

No Proposals submitted or received after the time and place fixed for receiving them shall be considered by the City. No verbal Proposal shall be considered by the City.

This Request for Proposal shall result in a firm, fixed price contract.

3.3 PROPOSAL FORM

All Proposals must be submitted on the attached Proposal form, Exhibit A. It is the responsibility of the Proposer to insure that the Proposal documents are delivered to the place detailed in the Request for Proposal prior to the time for the Proposal opening. Proposals received after the time set for the Proposal opening will be rejected.

3.4 MISTAKE IN PROPOSAL

A Proposer shall not be relieved of its Proposal without the consent of the CITY nor shall any change in the Proposal be made because of a mistake. The CITY may allow a Proposer to withdraw a Proposal because of a mistake only when the Proposer has notified the CITY in writing within five (5) days of the Proposal opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the CITY that: (a) a mistake was made; (b) the mistake made the Proposal materially different from what the Proposer intended; and (c) the mistake was made in filling out the Proposal and was not due to an error in judgment or to carelessness in inspecting the site nor in reading the plans or specifications.

3.5 COMPETITIVE BIDDING

If more than one Proposal is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such Proposals may be rejected. All Proposers are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Proposal is in violation of competitive bidding requirements, and may render any contract let under such circumstances void.

3.6 LICENSES AND PERMITS

A City of Turlock Business License and all others required shall be provided by the Supplier and she/he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

3.7 INDEPENDENT CONTRACTOR RELATIONSHIP

The parties hereto agree that the relationship of SUPPLIER to the City is that of an independent Supplier and not an officer, employee or agent of the CITY. It is further understood that the agents and employees of the SUPPLIER, in the performance of this Agreement, are employees of the SUPPLIER and not officers, employees or agents of the CITY.

3.8 CHANGE ORDERS TO SPECIFICATIONS AND CONTRACT

The City reserves the right to make changes to the specifications and contract prior to opening Proposals if such changes are mailed by certified mail to all parties listed on the City's Proposal list at least seven (7) days prior to Proposal opening. In lieu of sending change orders by certified mail, the CITY may convey change orders personally if receipt is received.

SECTION 4

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

GENERAL CONDITIONS

4.1 TERM OF CONTRACT
The term of this contract shall commerce upon notification of award and continues for a period of five (5) years, plus any extension granted by the City.

4.2 CONTRACT COMPLIANCE
The City shall reserve the right to audit the records of the Supplier (related to this agreement) at reasonable times during normal working hours to determine compliance by Supplier of their obligations pursuant to this agreement.

4.3 CANCELLATION OF CONTRACT
Whenever in the opinion of the City's representative said service is not satisfactory, the Supplier shall be advised of the reasons in writing. If the Supplier fails to correct unsatisfactory conditions within 24 hours, the City's representative may declare the contract terminated and so advise the Supplier in writing. The City may then contract with another Supplier or provide maintenance service in any manner elected.

4.4 TERMINATION OF CONTRACT
The CITY reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. City shall give Contractor thirty (30) days written notification prior to the effective date of termination. The Contractor may terminate this agreement with a thirty (30) days written notification stating the reason for cancellation and mailed to the Municipal Services Purchasing at 156 S. Broadway Suite 270, Turlock, CA 95380.

4.5 FAILURE TO PERFORM SATISFACTORILY
It is agreed and understood that if the Supplier fails to perform the work as specified herein, the Purchasing Officer may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, or (2) may have such required work done by City Forces or otherwise, and charge the cost thereof to the Supplier. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence.

4.6 FORCE MAJEURE
Supplier shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.7 SAFETY
Supplier shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Supplier shall provide proof of compliance, if requested by the City.

4.8 PAYMENT
Itemized invoice/statement will be rendered by the vendor upon providing all materials, equipment and services detailed herein. No partial payments will be made, and payment will only be scheduled upon acceptance of the equipment and materials by the City. Supplier shall be paid for service work

on a monthly basis, in arrears.

(a) Payment term: It is understood and agreed by the SUPPLIER that the City's payment terms shall be NET 30 days from the receipt of invoice or orders received complete, whichever is later.

4.9 PAYMENT WITHHELD

The City withholds payment to such extent as may be necessary to protect the City from loss due to:

(1) Defective or incomplete work not corrected.
(2) Claims filed or reasonable evidence indicating probable filing of claims.
(3) Failure of the Supplier to make payment properly to subcontractor or for materials or labor.
(4) A reasonable doubt that the contract can be completed for the balance then unpaid.

4.10 WORKMANSHIP

It is the intention of the City to call for the highest level of quality in services compatible with standard price. All service shall be performed by a trained, qualified and experienced supplier, in providing goods or services. The Supplier shall cooperate with the City's representative to enable the City's representative to determine the Supplier's conformity to these specifications and the adequacy of the services being performed.

4.11 NOTICE TO CITY OF TURLOCK

All notices, reports and information from the Supplier or the Supplier's representatives or employees shall be directed to the City's representative at 144 S. Broadway, Turlock, CA.

4.12 INSURANCE:

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

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

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

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

(3) Cyber Liability Insurance is required only for any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Supplier is engaged with City for such length of time as necessary to cover any and all claims.

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

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General

Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

(3) Cyber Liability Coverage with limits of not less than $2,000,000 for each occurrence and an annual aggregate of $4,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

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

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

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

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

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

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

(e) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

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

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

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

(i) Subcontractors: SUPPLIER shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor the requirements stated herein.

4.13 INDEMNIFICATION:

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

4.14 INDEPENDENT SUPPLIER RELATIONSHIP:

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

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

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

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

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

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

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

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

4.15 PREFERENCE TO LOCAL MERCHANT

The City Council may, in its discretion, grant qualified local vendors a preference of 3% not to exceed a limit of $3,000.00. A qualified local vendor is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and obtained a business license issued by City of Turlock (TMC'2-7-10(5)). This preference may be given for the purchases of supplies, materials, equipment, and contractual services. Such Proposals from local merchants must still meet quality requirements and the responsible Proposer requirements, hereby attached as **Exhibit 'G'**.

4.16 "PIGGYBACK" PROVISION

Vendors are requested to indicate on the Proposal Sheet if they will extend the pricing, terms and conditions of this Proposal to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this Proposal, hereby attached as **Exhibit 'F'**. Minor changes in terms and conditions may be negotiated by participating agencies and the successful vendor. This offer shall be made available to participating agencies for up to six months following of this contract by the City of Turlock to the successful vendor.

4.17 PERFORMANCE

Successful Proposer shall perform the entire procurement as requested for the required Proposal.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of specifications but not necessarily restricted to those considerations.

CITY OF TURLOCK
BID PROPOSAL FORM

REQUEST FOR PROPOSALS NO 16-340

PROPOSAL DUE DATE: 9/29/16

The City of Turlock invites sealed Proposals and shall be enclosed in an envelope clearly marked:

PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

1) **Return original Proposal to:** **City of Turlock**
Municipal Services Department
156 S. Broadway, Ste. 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Proposer shall honor Proposal prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Proposer must be on this Proposal form and signed by vendors authorized representative.**

PROPOSER TO READ

NO PROPOSAL IS VALID UNLESS SIGNED BY THE PERSON MAKING THE PROPOSAL AND ALL BLANKS ARE FILLED IN. SIGNATURE SHEET IS LOCATED IN EXHIBIT 'A'.

Company: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

E-Mail Address: _____

Authorized Representative (print): _____

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Parks and Recreation Management Software System dated **9/29/16**, at the prices indicated herein.

Bid Proposal Sheet

Software	**$**
Technical Support	**$**
Annual Maintenance/Renewal	**$**
Licenses	**$**
Additional Users	**$**
Total	**$**

List any extra charges not described above (which may include Cyber Liability Insurance):

_____

_____

The following is required information. Any omission may be cause for rejection of Proposal.

Early Pay Discount
A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: _____

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☐ No ***(Complete Exhibit 'F', page 26 and submit with proposal)***

Order Contact
Provide the following information about the City's contact for service or order:

Name:	
Phone Number:	
Fax Number:	
Cell Number:	
Email Address:	

Delivery (if applicable)
Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method): _____

Compliance
Proposer, have you complied with the specifications, terms and conditions of this Proposal?
Yes ____ NO_____

A "NO" answer requires a detailed explanation giving reference to all deviations:

_____

Addendums (if applicable):

Proposer acknowledges receipt of ADDENDUM NO. ____, _____, _____

Terms

1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Proposals shall be valid for sixty days following the Proposal opening.

Nondiscrimination Clause

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

b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped
Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm

through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Proposer/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (City) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in City purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Supplier's License No._____ Expiration Date: _____
Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any Proposal submitted without the above information, or Proposal containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all Proposals received and to waive any informality or minor defects in Proposals received.

_____
Company Name

_____
Signature of Authorized Representative

_____
Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

EXHIBIT 'B'
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

REFERENCES

Respondents are to provide a list of three (3) current or former clients in the area provided below. References shall be provided as required in the Proposal specifications, terms and conditions. References should have similar volume and requirements to those outlined in these specifications, terms and conditions.

All Proposers must provide a list of references identifying prior experience in furnishing the specified product or products. Proposers failing to provide references shall be deemed unacceptable.

The City may contact some or all of the references provided in order to determine the Proposer's performance record on work similar to that described in this Proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address:	
Type of Business:	
Date of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address:	
Type of Business:	
Date of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address:	
Type of Business:	
Date of Service:	

Proposer's Company Name:

EXHIBIT 'C'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

QUESTIONNAIRE

1. How many years has your company been in the business of providing Parks and Recreation Management Software Systems and what geographical areas does your firm provide this service to?

2. What is the current number of employees working for your firm?

3. What has been the employee turnover rate for your firm in the past year?

4. How many field supervisors does your firm intend to assign to the City's contract.

5. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also include the person's title, telephone number, address and Internet E-Mail address.

6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful Proposer.

* Attach additional pages if needed

EXHIBIT 'D'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Exceptions, Clarifications, Amendments
List requests for bid exceptions, clarifications, and amendment below, if any, sign and submit with your bid response.

Attachment	Reference To:		Description
	Page No.	Paragraph No.	

Bidder's Company Name: _____

Signature: _____

EXHIBIT 'E'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

PROPOSAL PACKET
INSURANCE DOCUMENTS

Name of Proposer: _____

Business Address: _____

Please read your contract for particular insurance specifications and requirements. In general, the following documents are required upon award of Proposal:

A Certificate of Insurance accompanied by the following Endorsements:

General Liability Additional Insured (CG 20 10 for ongoing operation and 20 37 for products/complete operations)
Automobile Liability Additional Insured
Cyber Liability
Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
Primary and Non-Contributory
General Liability Waiver of Subrogation
Workers' Compensation Waiver of Subrogation

The undersigned, as Proposer, declares that he/she has carefully examined the insurance requirements in the contract for the proposed work and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified in the contract.

Signature: _____

Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

The undersigned, as broker or insurance agent for Proposer, declares that he/she has carefully examined the insurance requirements in the contract for the proposed work and will furnish, provide, and execute on behalf of Proposer all necessary insurance certificates and endorsements or other documents specified in the contract.

Signature: _____
Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

EXHIBIT 'F'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

PARTICIPATION

PROPOSAL TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit F, if your company will extend the pricing, terms and conditions of this Proposal to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this Proposal.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding the City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

☐ No, we will not extend contract terms to any agency other than the City of Turlock.

_____

(Authorized Signature)

_____

Title

EXHIBIT 'G'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

REQUEST FOR PREFERENCE

For

LOCAL BUSINESS

The City Council may in its discretion, grant qualified local vendors a bidding preference of three percent (3%) not to exceed a limit of Three Thousand and no 100ths ($3,000.00) Dollars. For purposes of this section, a qualified local vendor is defined as any individual, partnership, or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and has obtained a business license issued by the City of Turlock. In addition to price, in determining the lowest responsible bidder, consideration will be given to quality and performance of the commodity to be purchased or service provided by the seller

☐ **Request for 3% local preference**

Company Name: _____

Street Address: _____

Telephone Number: _____

Business License Number: _____

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Title: _____

Signature: _____

Date: _____

CHECK LIST
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-340
PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

This Checklist is provided to assist the vendors in the preparation of their Proposal response. Included in this list, are important requirements and is the responsibility of the Proposer to submit with the Proposal package in order to make the Proposal compliant. Because this checklist is just a guideline, the Proposer must read and comply with the Proposal in its entirety.

1. _____ Proposal, **Exhibit A** of the Request for Proposal has been signed (original signature).

2. _____ **One (1) original and one (1) copy** of the RFP Proposal have been provided.

3. _____ Addenda, if any, have been completed, signed and included in the Proposal package.

4. _____ The completed Reference List, **Exhibit B** as provided with this RFP is included in the Proposal package.

5. _____ The Proposal Schedule as provided with this RFP has been completed, priced reviewed for accuracy and any corrections initialed in ink.

6. _____ The completed Questionnaire, **Exhibit C** as provided with this RFP is included in the Proposal package.

7. _____ Indicate all of Proposer exceptions, **Exhibit D,** to the City's requirements, conditions and specifications as stated within this RFP.

8. _____ The Insurance Documents, **Exhibit E** has been completed signed and included.

9. _____ The Participation page, **Exhibit F,** as provided within this RFP has been signed and included.

10. _____ The Request for Preference for local vendors within the City limits, as defined on **Exhibit G.** Submit if you qualified as a local vendor. (Copy of the City of Turlock Business License)

11. _____ Proposer to complete pages as provided with this RFP.

12. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your Proposal includes the following information listed below.

City of Turlock RFP No.	***16-340***
Closing Date:	***9/29/16***
Closing Time:	***3:00 P.M.***
Commodity or Service:	***Parks and Recreation Management Software System***

THIS CHECKLIST DOES NOT NEED TO BE RETURNED WITH YOUR RFP

VENDOR PROPOSAL LIST

PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM

FOR

PROPOSAL NO 16-340
PROPOSAL OPENING 9/30/16 AT 3:00 P.M.
(For Office Use Only)

1		
2		
3		
4		
5		
6		

8B

City Council Synopsis

September 13, 2016

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

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

---

Resolution: Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Jesus Vive Retreat, from 7:00 a.m. Saturday, September 17, 2016 to 6:00 p.m. Sunday, September 18, 2016, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

On July 21, 2016, applicant Edwina Rocha of Sacred Heart Catholic Church submitted an Event Permit Application with the Parks, Recreation and Public Facilities Department for the closure of Cooper Avenue for event purposes related to the Jesus Vive Retreat.

The closure of Cooper Avenue, between Oak Street and Rose Street has been requested for pedestrian safety and event purposes The proposed event is the two (2) day Jesus Vive Retreat. It is proposed to take place from 7:00 a.m. Saturday, September 17, 2016 to 6:00 p.m. Sunday, September 18, 2016.

The proposed closure will not significantly affect traffic flow within the area.

OK for Agenda

Staff supports the closure of this street section as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed this closure request.

3. BASIS FOR RECOMMENDATION:

A. The closure of the specified section of roadway is necessary for pedestrian safety.

B. In accordance with the California Vehicle Code, the City Council is 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. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	[X]
Category 2	[ ]
Category 3	[ ]
Will alcohol be served? Yes [ ] No [X]	

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

How often will your event occur?

One Time [ ]

Annually [X]

Other [ ]

Frequency of event? _____

Applicant Information

Applicant/Contact Name: Eduvina Rocha

Contact Phone: 209-678-2244 Alternate Phone: 209-634-8578

Address: 1301 Cooper Ave.

City: Turlock Zip: 95380

E-mail Address: rochaemelo@yahoo.com

Business/Organization Information (if applicable)

Organization Name: Sacred Heart Church

If Non-Profit please provide Federal ID #: 33-1035255 (attach proof of non-profit status)

Business License #: N/A

Event Information

Event Title: Jesus Vive Retreat

Event Location: Sacred Heart grounds between Oak St & Rose St.

Event Date(s): 9-17 & 9-18-2016

On-Site Contact: Edwina Rocha

Phone #: 209-678-2244 Secondary Phone #: 209-262-4946

Set-up Start Time: Sat 9/17 @ 7:00 AM Event Start Time: _____

Event End Time: Sunday 9/18 @ 6:00 pm Clean-up Completion Time: ongoing

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

Estimated Attendance: 300

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

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

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

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)

(YES) NO

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

See map attached Cooper Ave. between Oak St + Rose St.

Sanitation Needs

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

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

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

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

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

How many trash cans do you plan to have present at event? 10

Please explain your plan for disposing of all waste:

We have containers from Turlock Scavenger on site

Amplified Sound

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

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

Alcohol

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

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

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

Event Details Cont.

Security

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

If yes, who will you be using?

Name of Company: Crimetek Security
City: Turlock
Day Time Telephone (209) 668- 6208
Fax: (209) 668- 6703
Cell: (209) 202- 1130

Number of Security Guards to be present: 3

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

Will event include food vendors? (circle one) YES (NO)
*Event organizer must obtain health permits from all food vendors
*Depending on event details additional Fire Codes may be required to be met

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

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	YES	(NO)	_____
Automobiles/Trucks	YES	(NO)	_____
Bicycles/Foot Races	YES	(NO)	_____
			Is event being advertised as (circle one) (N/A) RACE FUN RUN
Booths/Stands	YES	(NO)	_____
Emergency Vehicle Access	(YES)	NO	_____
Medical/First Aid Station(s)	(YES)	NO	1st Aid
Parking	YES	(NO)	_____
			Approximately how many spaces needed:_____
Rides/Bounce House	YES	(NO)	_____
Tents/Canopies	YES	(NO)	_____
City Property/Equipment	YES	(NO)	_____
Open Flame	YES	(NO)	_____
Stage	YES	(NO)	_____
Power Source	YES	(NO)	_____

OTHER YES (NO)

_____

_____

_____

_____

_____

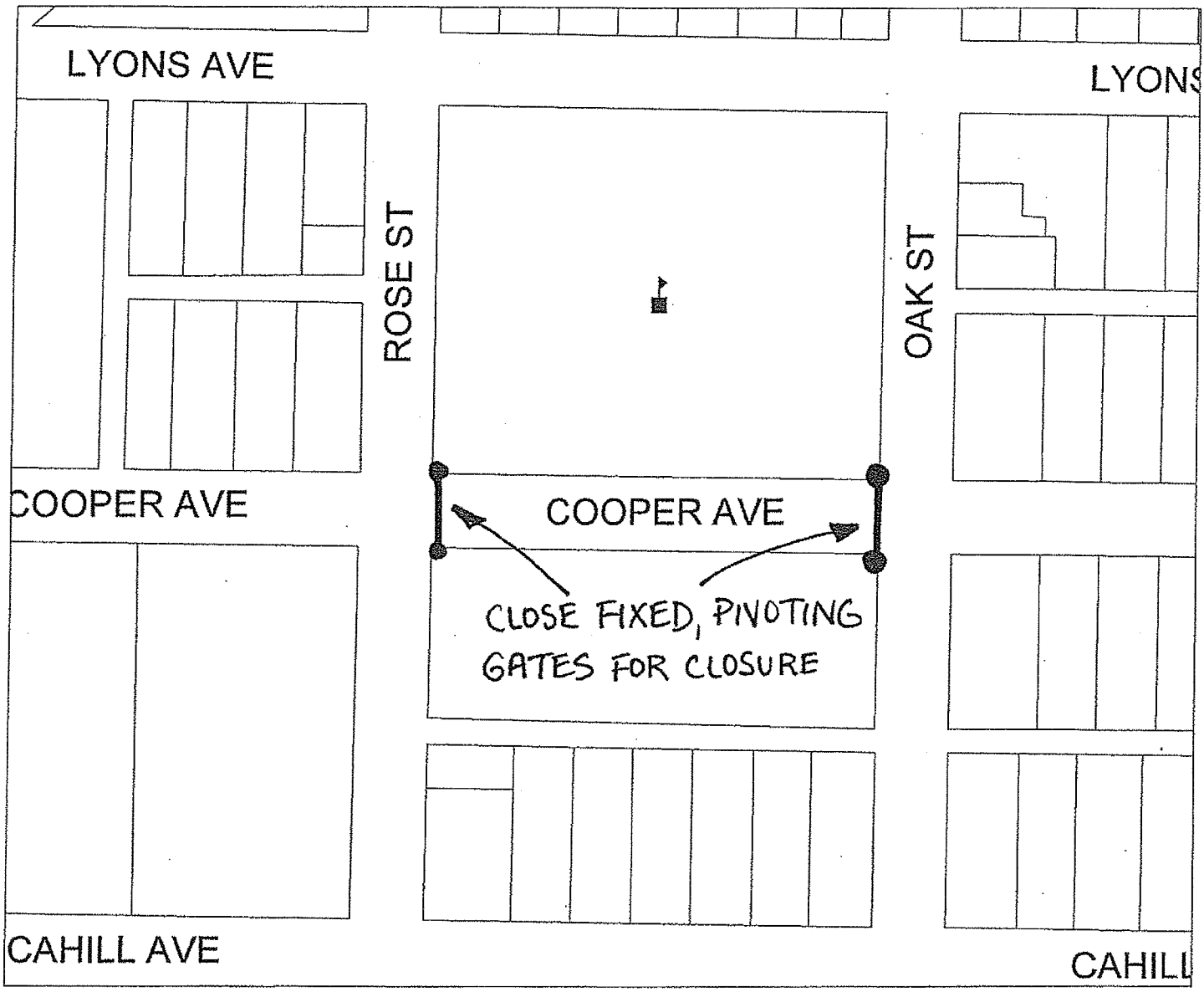
_____

Site Plan/Public Right of Way Closure Route

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

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

EVENT LOCATION: See attached



SCALE 1 : 1,430

100 0 100 200 300

FEET

N

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee, Edwina Rocha,

[PRINT NAME]

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

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

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

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

Applicant Signature: Edwina Rocha DATE: 7-18-2016

Print Name: Edwina Rocha

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: Jesus Live Retreat / Sacred Heart Church

Event Location: ~~1301~~ Cooper St. grounds, Turlock (see map)

Event Contact Name: Edwing Rocha Date of Birth: 6-28-1960

Contact Address: 1301 Cooper Ave.

City: Turlock Zip Code: 95380 Phone: (209) - 678-2244

To Be Completed By City Personnel Only

Department	***Description of Estimated City Fees***	***Fee***
☐ *Police Department*	_____	$_____
☐ *Parks, Recreation And Public Facilities*	_____	$_____
☐ *Engineering*	_____	$_____
☐ *Fire Department*	_____	$_____
☐ *Municipal Services*	_____	$_____
☐ *Business Licenses*	_____	$_____

TOTAL ESTIMATED CITY FEES: $_____

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

Signature:_____ ***Date:***_____

Print name:_____

PRE-EVENT CHECKLIST

Internal use ONLY

Event Date: 8-18-2016 Event Name: Jesus Vive Retreat Sacred Heart Church

Location: 1301 Cooper Ave., Turlock

Contact Person: Edwina Rocha Phone: 209-678-2244

Non-Applicable ***COMPLETED***

☐ ☐ **Insurance Requirements:**

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

☒ ☐ **Alcohol Beverages:**

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

☐ ☒ **Security Guard Requirement:**

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

☑ ☐ **Food Selling/Concessions Permit**

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

☒ ☐ **Turlock Downtown Property Owners Review**

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

☐ ☐ **Property Owner Notification**

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

Approved by the City of Turlock City Council on May 10th, 2016

Post Event Evaluation

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

Event Date: _____

Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

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

1 2 3 4 5

Comments_____

_____

_____

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

1 2 3 4 5

Comments_____

_____

_____

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

1 2 3 4 5

Comments_____

_____

_____

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

1 2 3 4 5

Comments_____

_____

_____

_____

_____

_____

Is this event considered in good standing? YES NO

City Personnel Signature_____ **Date**_____

Acknowledgment of Policies and Procedures

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

Initial

Alcohol

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

Initial

Amplified Sound

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

Initial

Cancellation

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

Initial

Clean-Up

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

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

Initial

Recycling

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

Initial

Damages

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

Initial

Fees/Deposit

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

Acknowledgment of Policies and Procedures Cont.

Initial

City Event Costs

Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.

Initial

Insurance

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

Initial

Event Site/Restroom Cleanliness

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

Initial

Security

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

Initial

Restrooms

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

Initial

Site Plan

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

Initial

Storm Drain Pollution Prevention

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

Initial

Notification

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

Acknowledgment of Policies and Procedures Cont.

Initial

Vehicular Access

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

Initial

Additional Fees

Each event may be subject to further costs beyond permit fees. These fees may include, but are not limited to, police staffing and traffic control planning, and are payable in full 30 business days prior to event. Applicants will be billed for actual costs after the event.

Initial

City of Turlock Business License

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

Initial

Temporary Traffic Control

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

Initial

Event Changes

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

Initial

City Property Usuage

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

Initial

Public Record

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

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

Applicant's Signature Edwina Rocha **Date** 7/18/2016

Print Name Edwina Rocha

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CLOSURE OF COOPER AVENUE, BETWEEN OAK STREET AND ROSE STREET, FOR SACRED HEART CATHOLIC CHURCH TO HOST THE JESUS VIVE RETREAT, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15304 (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

WHEREAS, the City plans to temporarily modify the use of land along a portion of Cooper Avenue, between Oak Street and Rose Street, for a special event that will result in the temporary closure of the specified street section to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, Section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Jesus Vive Retreat, 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 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF COOPER AVENUE, BETWEEN OAK STREET AND ROSE STREET FOR PEDESTRAIAN SAFETY, FOR SACRED HEART CATHOLIC CHURCH TO HOST THE JESUS VIVE RETREAT, FROM 7:00 A.M. SATURDAY, SEPTEMBER 17, 2016 TO 6:00 P.M. SUNDAY, SEPTEMBER 18, 2016, AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS ON THE STREET CLOSURE	**RESOLUTION NO. 2016-**

WHEREAS, on July 7, 2016, applicant Edwina Rocha, requested to close the portion of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Jesus Vive Retreat, from 7:00 a.m. Saturday, September 17, 2016 to 6:00 p.m. Sunday, September 18, 2016; 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: proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on September 13, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Jesus Vive Retreat, from 7:00 a.m. Saturday, September 17, 2016 to 6:00 p.m. Sunday, September 18, 2016, 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 13th day of September, 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

8C

City Council Synopsis

September 13, 2016

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

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

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Resolution: Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Fatima, from Saturday, October 1, 2016 at 7:00 a.m. through Monday, October 3, 2016 at 5:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

On July 21, 2016, applicant Edwina Rocha of Sacred Heart Catholic Church submitted an Event Permit Application with the Parks, Recreation and Public Facilities Department. The event will be a series of processions.

On Saturday October 1, 2016 the procession will begin at 8:30 p.m. and travel South on Rose Street, East on Cooper Avenue, North on Oak Street, and Conclude at Sacred Heart Catholic Church, 1200 Lyons Avenue, at approximately 9:30 p.m.

On Sunday, October 2, 2016, the procession will begin at 10:45 a.m. and travel East on Lyons Avenue, South on Colorado Avenue, West on Cahill Street and East on Oak Street, concluding at Cooper Avenue by approximately 12:00p.m.

OK for Agenda

On Sunday, October 2, 2016, a second procession will take place beginning at 8:30 p.m. and travel East on Cooper Avenue, North on Oak Street, and West on Lyons Avenue, concluding at Sacred Heart Catholic Church, 1200 Lyons Avenue by approximately 9:00 pm.

The closure of Cooper Avenue, between Oak Street and Rose Street has been requested for pedestrian safety and event purposes of the three (3) day series of processions. The proposed event is to celebrate the Feast of Our Lady of Fatima. It is proposed to take place from Saturday, October 1, 2016 at 7:00 a.m. through Monday, October 3, 2016 at 5:00 p.m.

Staff supports the closure of this street section as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed this closure request.

3. BASIS FOR RECOMMENDATION:

A. The closure of the specified section of roadway is necessary for pedestrian safety.

B. In accordance with the California Vehicle Code, the City Council is 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. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	☐
Category 2	☐
Category 3	☒

Will alcohol be served?
Yes ☒ No ☐
Only On Sunday 10/2/2016

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: Edwina Rocha

Contact Phone: (209) 678-2244 Alternate Phone (209) 634-8578

Address: 1301 Cooper Ave.

City: Turlock Zip: 95380

E-mail Address: rochaemelo@yahoo.com

Business/Organization Information (if applicable)

Organization Name: Sacred Heart Church

If Non-Profit please provide Federal ID #: 33-1035255 (attach proof of non-profit status)

Business License #: N/A

Event Information

Event Title: Feast Of Our Lady Of Fatima / Sacred Heart Church

Event Location: Grounds of Sacred Heart Church

Event Date(s): 10/1 + 10/2/2016 + (10/3/2014 Clean up)

On-Site Contact: Manuel Lima / Edwina Rocha

Phone #: (209) 589-8737 Secondary Phone #: (209) 678-2244

Set-up Start Time: 10/1/2016 Saturday 7:00 AM Event Start Time: 5:00 pm 10/1/2014

Event End Time: Sunday 10/2/2016 10:00 pm Clean-up Completion Time: Monday 10/3/2016 All Day

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

Estimated Attendance: 400

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:

Closure Between Oak & Rose on Cooper
– see Map –

(1) Procession on 10/1/2016 – Evening
(2) Procession on 10/2/2016 – Morning
(3) Procession on 10/2/2016 Evening

Sanitation Needs

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

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

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

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

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

How many trash cans do you plan to have present at event? 10

Please explain your plan for disposing of all waste:

We have containers from
Turlock Scavenger on site

Amplified Sound

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

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

Alcohol

Will alcohol be present at your event? (circle one) (YES) NO
only on 10/2/2016

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

If Liquor License has already been obtained please provide #: not yet in process

Event Details Cont.

Security

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

If yes, who will you be using?

Name of Company: Crimetek Security
City: Turlock
Day Time Telephone: (209) -668-6208
Fax: (209) 668-6703
Cell: (209) 202-4130

Number of Security Guards to be present: 4

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

Will event include food vendors? (circle one) YES (NO)
*Event organizer must obtain health permits from all food vendors
*Depending on event details additional Fire Codes may be required to be met

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

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	YES	(NO)	_____
Automobiles/Trucks	YES	(NO)	_____
Bicycles/Foot Races	YES	(NO)	_____
			Is event being advertised as (circle one) (N/A) RACE FUN RUN
Booths/Stands	YES	(NO)	_____
Emergency Vehicle Access	(YES)	NO	_____
Medical/First Aid Station(s)	(YES)	NO	1st Aid
Parking	YES	(NO)	_____
			Approximately how many spaces needed:_____
Rides/Bounce House	YES	(NO)	_____
Tents/Canopies	YES	(NO)	_____
City Property/Equipment	YES	(NO)	_____
Open Flame	YES	(NO)	_____
Stage	YES	(NO)	_____
Power Source	YES	(NO)	_____

OTHER YES (NO)

_____

_____

_____

_____

_____

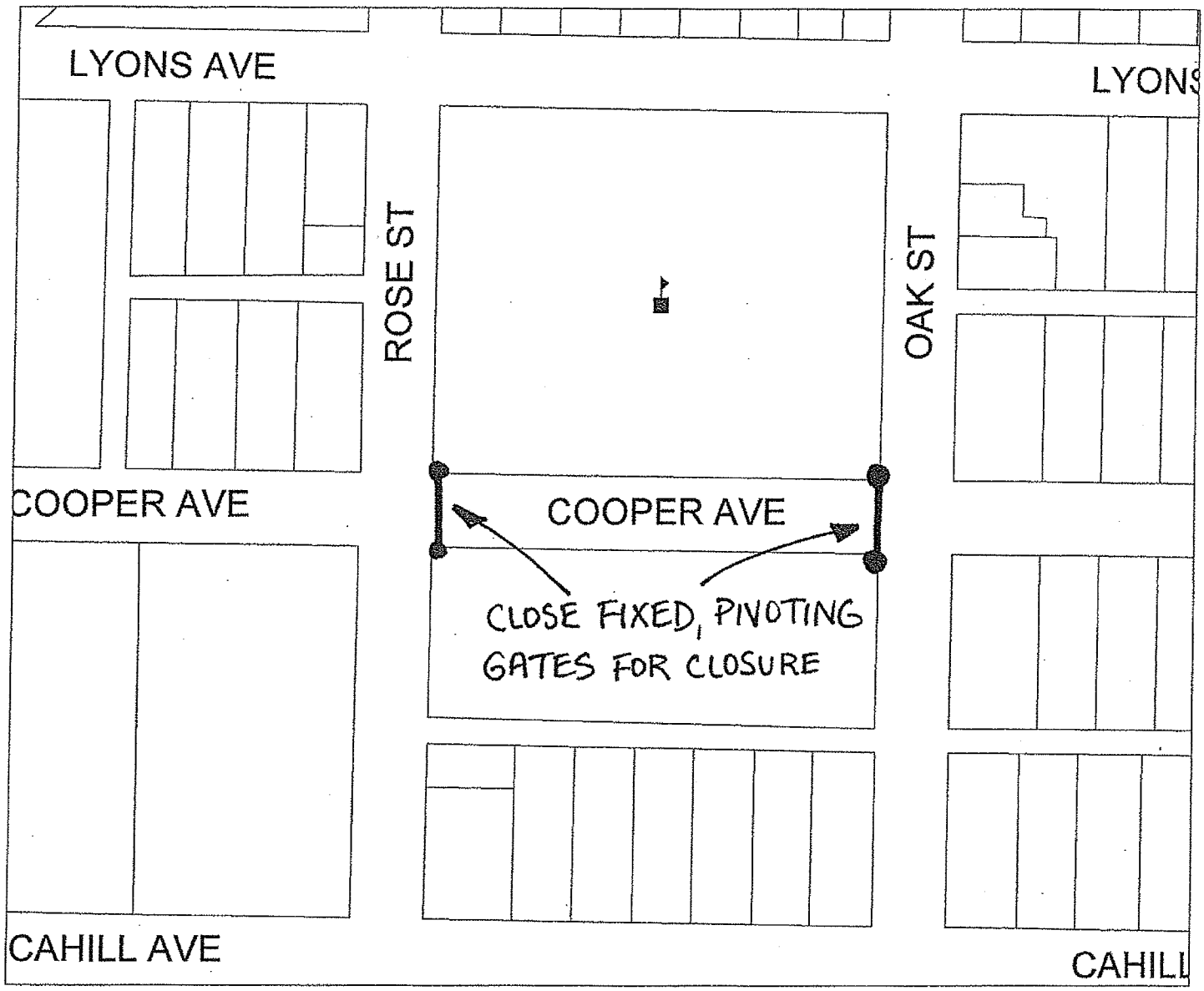
_____

Site Plan/Public Right of Way Closure Route

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

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

EVENT LOCATION: see attached



SCALE 1 : 1,430

100 0 100 200 300

FEET

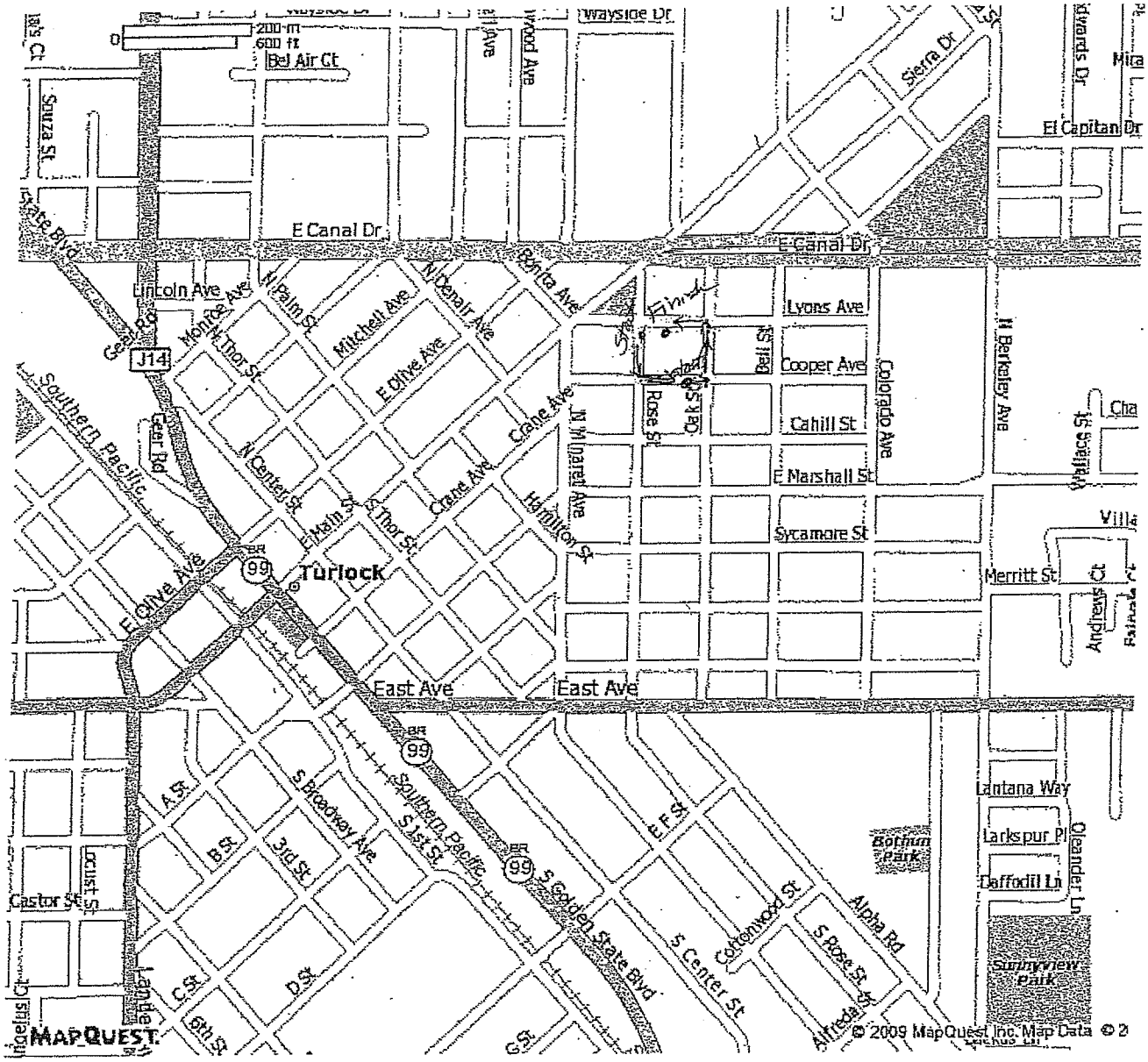
N

1

MAPQUEST

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

Turlock, CA 95381 Edit



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Assemble at Approx. 8:30pm / End approx. 9:30pm

* 10/1/2016 - Evening

Religious Procession

2

MAPQUEST

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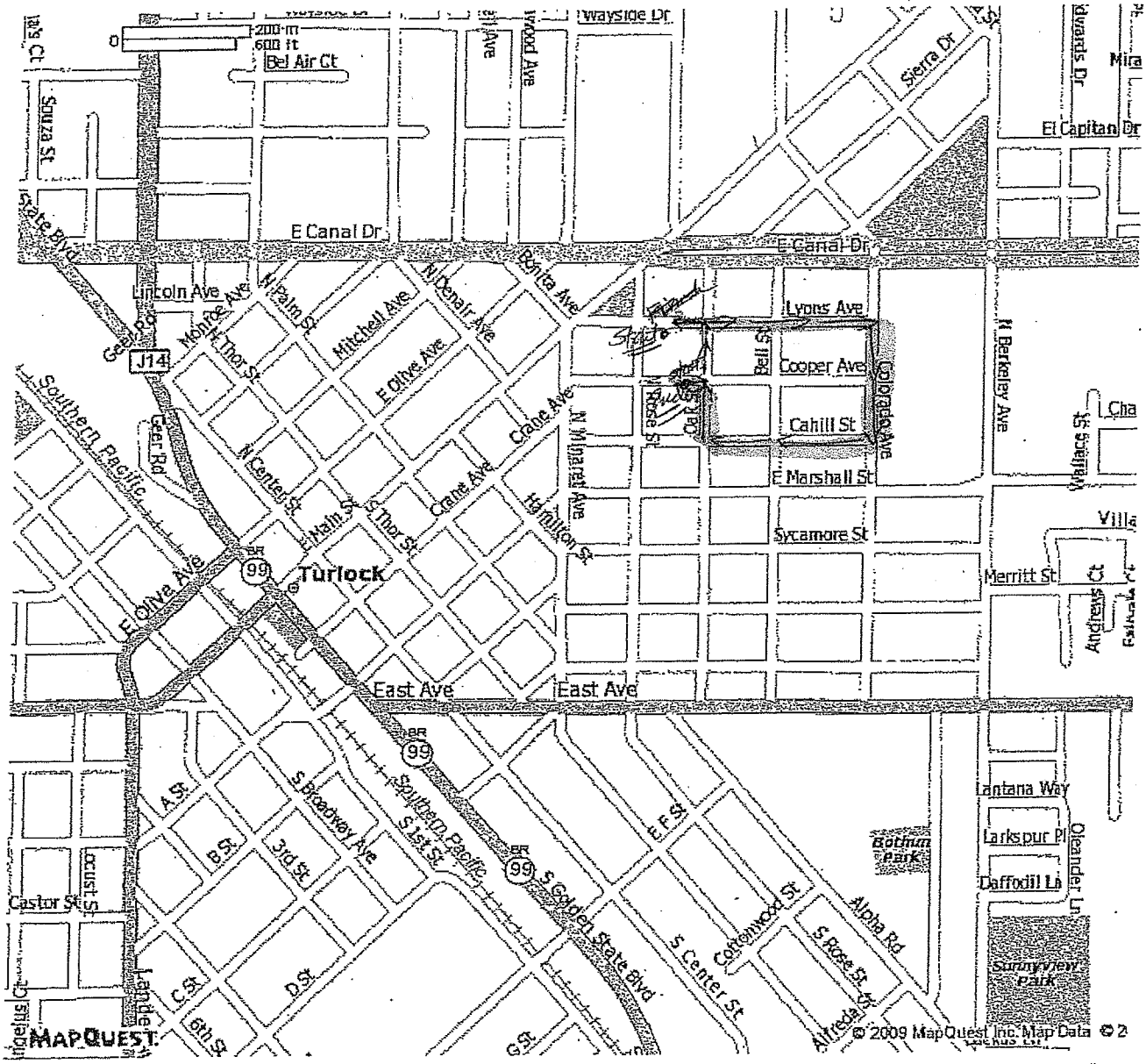
Turlock, CA 95381 Edit



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Assemble at Approx 10:30 AM / Start 10:45 AM
End Approx. 12:00 pm

* 10/2/2016
Religious Procession

3

MAPQUEST

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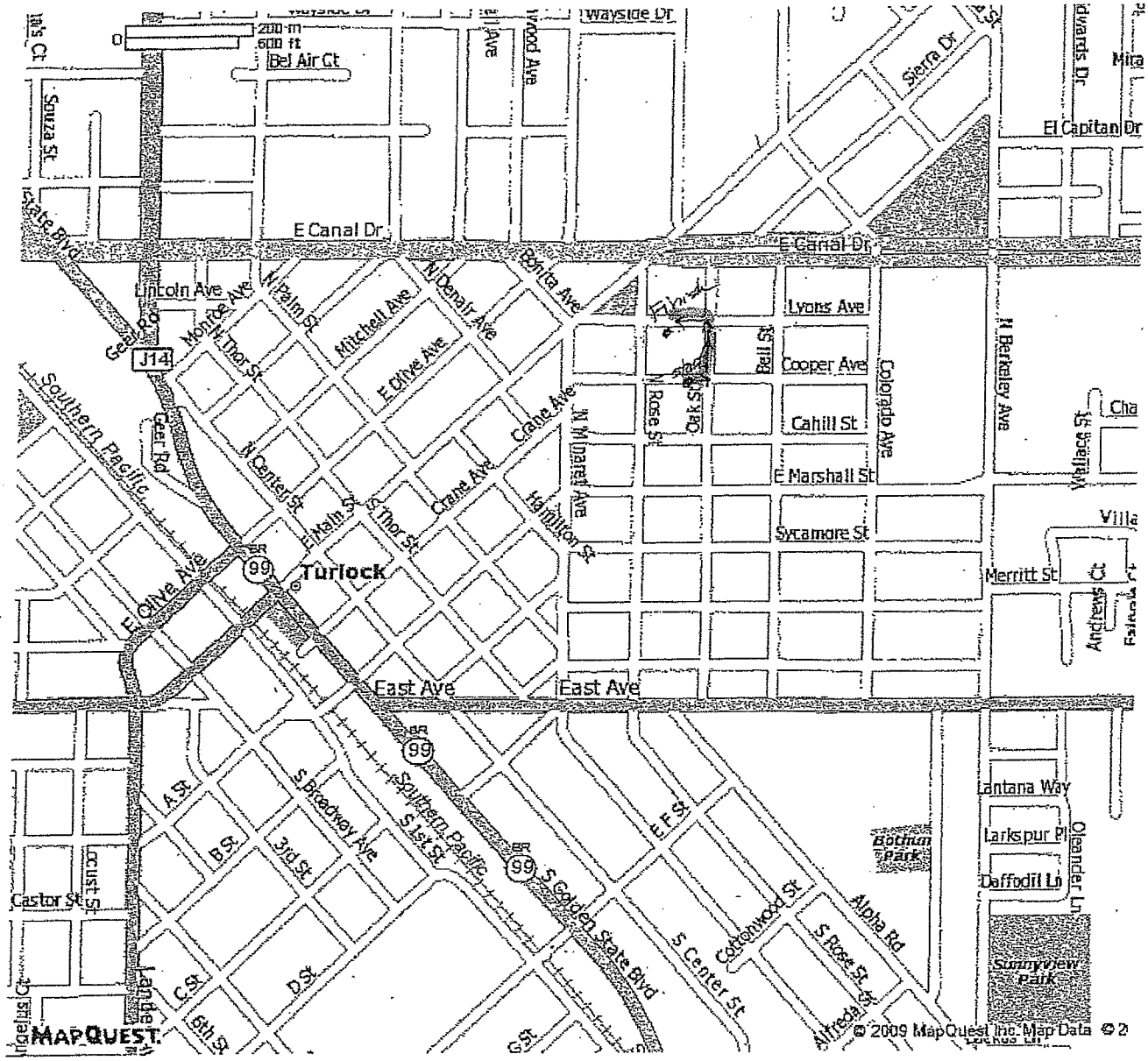
Turlock, CA 95381 Edit



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Assemble at Approx 8:30 pm / End Approx. 9:00pm

* 10/2/2016 Evening

Religious Procession

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,
Edwina Rocha,
[PRINT NAME]

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

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

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

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

Applicant Signature: Edwina Rocha DATE: 7-18-2016

Print Name: Edwina Rocha

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: Our Lady Of Fatima Celebration / Sacred Heart Church

Event Location: Grounds of Sacred Heart Church

Event Contact Name: Edwina Rocha Date of Birth: 6-28-1960

Contact Address: 1301 Cooper Ave.

City: Turlock Zip Code: 95380 Phone: (209) 678-2214

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: 10/1 + 10/2/2016 Event Name: Our Lady Of Fatima Celebration

Location: Sacred Heart Church/1301 Cooper Ave, Turlock

Contact Person: Edwina Rocha (Grounds) Phone: 209-678-2244

Non-Applicable ***COMPLETED***

☐ ☐ **Insurance Requirements:**

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

☐ ☐ **Alcohol Beverages:**

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

☐ ☐ **Security Guard Requirement:**

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

☐ ☐ **Food Selling/Concessions Permit**

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

☐ ☐ **Turlock Downtown Property Owners Review**

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

☐ ☐ **Property Owner Notification**

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

Approved by the City of Turlock City Council on May 10th, 2016

Post Event Evaluation

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

Event Date: _____

Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

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

1 2 3 4 5

Comments_____
_____
_____

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

1 2 3 4 5

Comments_____
_____
_____

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

1 2 3 4 5

Comments_____
_____
_____

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

1 2 3 4 5

Comments_____
_____
_____
_____
_____
_____

Is this event considered in good standing? YES NO

City Personnel Signature_____ **Date**_____

Acknowledgment of Policies and Procedures

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

Initial

Alcohol

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

Initial

Amplified Sound

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

Initial

Cancellation

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

Initial

Clean-Up

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

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

Initial

Recycling

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

Initial

Damages

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

Initial

Fees/Deposit

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

Acknowledgment of Policies and Procedures Cont.

Initial

City Event Costs

Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.

Initial

Insurance

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

Initial

Event Site/Restroom Cleanliness

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

Initial

Security

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

Initial

Restrooms

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

Initial

Site Plan

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

Initial

Storm Drain Pollution Prevention

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

Initial

Notification

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

Acknowledgment of Policies and Procedures Cont.

Initial

Vehicular Access

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

Initial

Additional Fees

Each event may be subject to further costs beyond permit fees. These fees may include, but are not limited to, police staffing and traffic control planning, and are payable in full 30 business days prior to event. Applicants will be billed for actual costs after the event.

Initial

City of Turlock Business License

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

Initial

Temporary Traffic Control

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

Initial

Event Changes

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

Initial

City Property Usuage

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

Initial

Public Record

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

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

Applicant's Signature Edwina Rocha **Date** 7/18/2016

Print Name Edwina Rocha

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CLOSURE OF COOPER AVENUE, BETWEEN OAK STREET AND ROSE STREET, FOR SACRED HEART CATHOLIC CHURCH TO HOST THE FEAST OF OUR LADY OF FATIMA, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15304 (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

WHEREAS, the City plans to temporarily modify the use of land along a portion of Cooper Avenue, between Oak Street and Rose Street, for a special event that will result in the temporary closure of the specified street section to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, Section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Fest of Our Lady of Fatima, 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 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF COOPER AVENUE, BETWEEN OAK STREET AND ROSE STREET FOR PEDESTRAIAN SAFETY, FOR SACRED HEART CATHOLIC CHURCH TO HOST THE FEAST OF OUR LADY OF FATIMA, ON SATURDAY, OCTOBER 1, 2016 AT 7:00 A.M.THROUGH MONDAY, OCTOBER 3, 2016 AT 5:00 P.M., AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS ON THE STREET CLOSURE	**RESOLUTION NO. 2016-**

WHEREAS, on July 21, 2016, applicant Edwina Rocha, requested to close the portion of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Fatima , from Saturday, October 1, 2016 at 7:00 a.m. through Monday, October 3, 2016 at 5:00 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: proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on September 13, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Fatima, from Saturday, October 1, 2016 at 7:00 a.m. through Monday, October 3, 2016 at 5:00 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 13th day of September, 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

8D

City Council Synopsis

September 13, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

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

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Resolution: Authorizing the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Guadalupe, on Monday, December 12, 2016 from 9:00 a.m. to 10:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

On July 21, 2016, applicant Edwina Rocha of Sacred Heart Catholic Church submitted an Event Permit Application with the Parks, Recreation and Public Facilities Department. The event will be a procession starting East on Lyons Avenue, South on Bell Street, West on Cahill Street, North on Rose Street, and conclude on Cooper Avenue.

The closure of Cooper Avenue, between Oak Street and Rose Street has been requested for pedestrian safety and event purposes including the conclusion of the procession. The proposed event is to celebrate the Feast of Our Lady of Guadalupe. It is proposed to take place from Monday, December 12, 2016 from 9:00 a.m. to 10:00 p.m.

OK for Agenda

Pam H.L.H.

Staff supports the closure of this street section as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed this closure request.

3. BASIS FOR RECOMMENDATION:

A. The closure of the specified section of roadway is necessary for pedestrian safety.

B. In accordance with the California Vehicle Code, the City Council is 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. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	☐
Category 2	☐
Category 3	☒
Will alcohol be served? Yes ☐ No ☒	

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

How often will your event occur?

One Time ☐

Annually ☒

Other ☐

Frequency of event? _____

Applicant Information

Applicant/Contact Name: Edwina Rocha

Contact Phone: (209) 678-2244 Alternate Phone: (209) 634-8578

Address: 1301 Cooper Ave.

City: Turlock Zip: 95380

E-mail Address: rochaemelo@yahoo.com

Business/Organization Information (if applicable)

Organization Name: Sacred Heart Church

If Non-Profit please provide Federal ID #: 33-103525-5 (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: Feast Of Our Lady Of Guadalupe / Sacred Heart Church

Event Location: Saint Heart Church

Event Date(s): 12/12/2016

On-Site Contact: Edwina Rocha

Phone #: (209) 678-2244 Secondary Phone #: (209) 634-8578

Set-up Start Time: 9:00 AM ~~pm~~ Event Start Time: 6:00 pm

Event End Time: 7:00 pm Clean-up Completion Time: 10:00 pm ~~On going~~

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

Estimated Attendance: 400

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:

Cooper between Oak + Rose
See attached

* Procession - See attached.

Sanitation Needs

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

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

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

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

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

How many trash cans do you plan to have present at event? 10

Please explain your plan for disposing of all waste:

We have containers from
Turlock Scavenger on site

Amplified Sound

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

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

Alcohol

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

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

If Liquor License has already been obtained please provide #: N/A

Event Details Cont.

Security

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

If yes, who will you be using?

Name of Company: Crimetek Security
City: Turlock
Day Time Telephone (209) 668-6208
Fax: (209) 668-6703
Cell: (209) 202-4130

Number of Security Guards to be present: 4

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

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

*Event organizer must obtain health permits from all food vendors

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

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

Event Details Cont.

Will Your Event Include

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

ITEM

Animals	YES	(NO)	_____
Automobiles/Trucks	YES	(NO)	_____
Bicycles/Foot Races	YES	(NO)	_____
			Is event being advertised as (circle one) (N/A) RACE FUN RUN
Booths/Stands	YES	(NO)	_____
Emergency Vehicle Access	(YES)	NO	_____
Medical/First Aid Station(s)	(YES)	NO	Is Aid
Parking	YES	(NO)	_____
			Approximately how many spaces needed:_____
Rides/Bounce House	YES	(NO)	_____
Tents/Canopies	YES	(NO)	_____
City Property/Equipment	YES	(NO)	_____
Open Flame	YES	(NO)	_____
Stage	YES	(NO)	_____
Power Source	YES	(NO)	_____

OTHER YES (NO)

_____

_____

_____

_____

_____

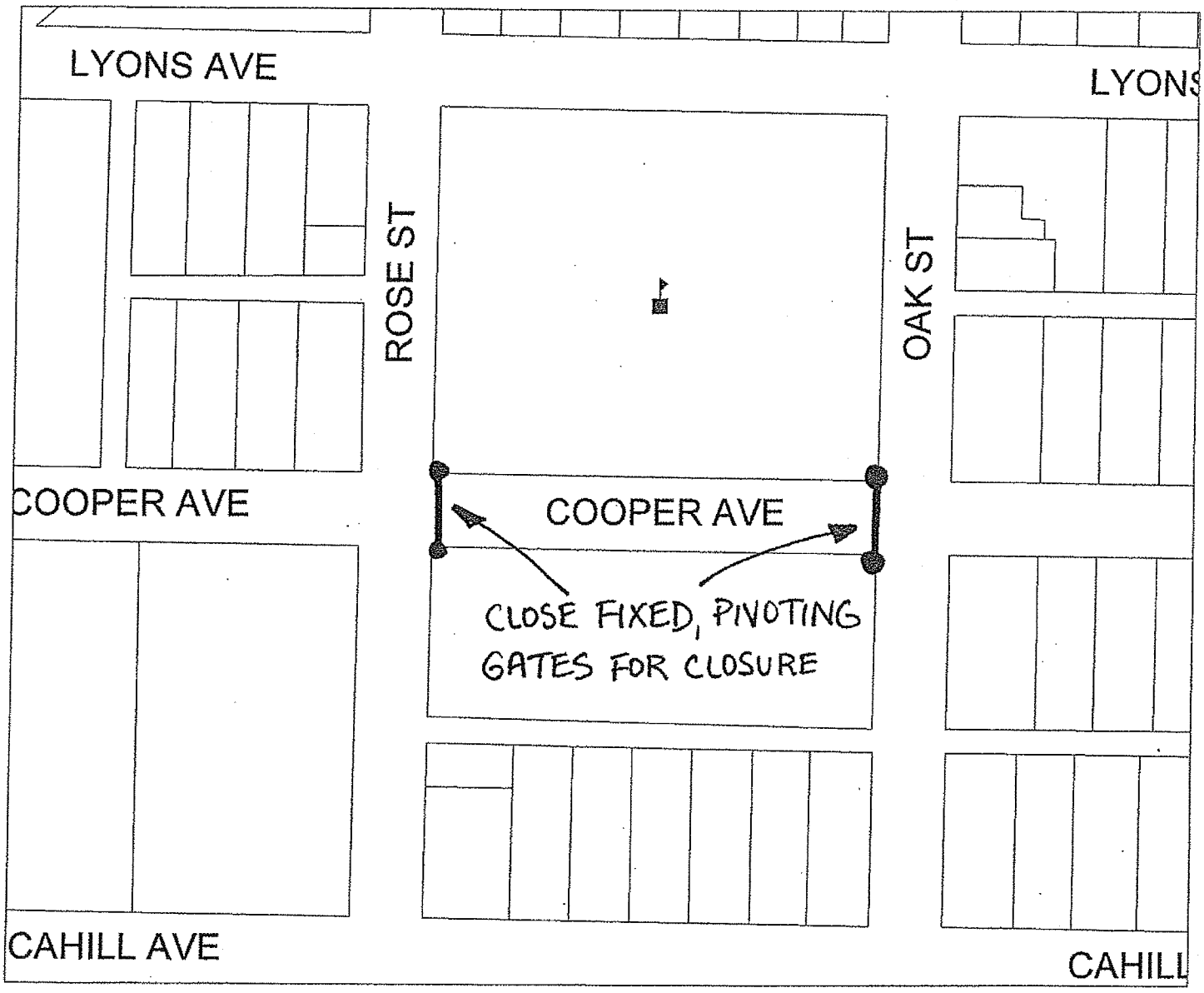
_____

Site Plan/Public Right of Way Closure Route

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

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

EVENT LOCATION: See Attached



SCALE 1 : 1,430

100 0 100 200 300

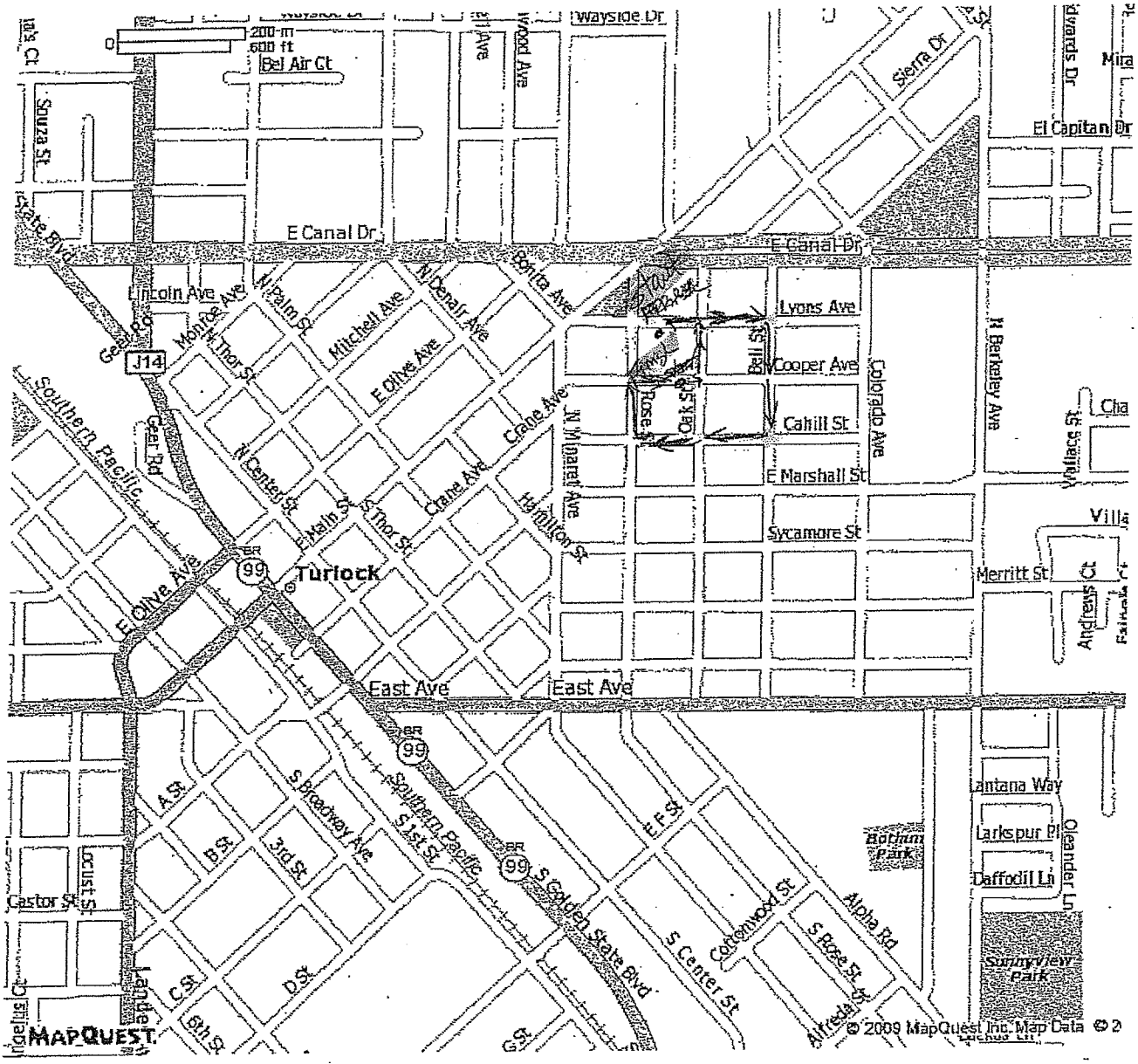
FEET

N

MAPQUEST.

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

Turlock, CA 95381 Edit



All rights reserved. Use subject to License/Copyright Map Legend
Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee, Edwina Rocha,

[PRINT NAME]

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

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

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

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

Applicant Signature: Edwina Rocha DATE: 7-5-2016

Print Name: Edwina Roch

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: Feast Of OurLady Of Guadalupe/Sacred Heart Church

Event Location: 1301 Cooper Ave., Turlock

Event Contact Name: Edwina Rocha Date of Birth: 6-28-1960

Contact Address: 1301 Cooper Ave.

City: Turlock Zip Code: 95380 Phone: 209-678-2244

To Be Completed By City Personnel Only

Department	***Description of Estimated City Fees***	***Fee***
☐ *Police Department*	_____	$_____
☐ *Parks, Recreation And Public Facilities*	_____	$_____
☐ *Engineering*	_____	$_____
☐ *Fire Department*	_____	$_____
☐ *Municipal Services*	_____	$_____
☐ *Business Licenses*	_____	$_____
TOTAL ESTIMATED CITY FEES:		$_____

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

Signature:_____ ***Date:***_____

Print name:_____

PRE-EVENT CHECKLIST

Internal use ONLY

Event Date: 12/12/2016 Event Name: Feast Of Our Lady of Guadalupe

Location: 301 Cooper Ave., Sacred Heart Church Turlock

Contact Person: Edwina Rock Phone: 209-678-2244

Non-Applicable ***COMPLETED***

☐ ☐ **Insurance Requirements:**

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

☐ ☐ **Alcohol Beverages:**

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

☐ ☐ **Security Guard Requirement:**

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

☐ ☐ **Food Selling/Concessions Permit**

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

☐ ☐ **Turlock Downtown Property Owners Review**

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

☐ ☐ **Property Owner Notification**

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

Approved by the City of Turlock City Council on May 10th, 2016

Post Event Evaluation

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

Event Date: _____

Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

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

1 2 3 4 5

Comments_____

_____

_____

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

1 2 3 4 5

Comments_____

_____

_____

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

1 2 3 4 5

Comments_____

_____

_____

Rate the overall success of the event based on the City of Turlock Special Event Application criteria.
(1-not successful, 5-very successful)

1 2 3 4 5

Comments_____

_____

_____

_____

_____

_____

Is this event considered in good standing? YES NO

City Personnel Signature_____ **Date**_____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF COOPER AVENUE, BETWEEN OAK STREET AND ROSE STREET FOR PEDESTRAIAN SAFETY, FOR SACRED HEART CATHOLIC CHURCH TO HOST THE FEAST OF OUR LADY OF GUADALUPE, ON MONDAY, DECEMBER 12, 2016 FROM 9:00 A.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 21, 2016, applicant Edwina Rocha, requested to close the portion of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of our Lady of Guadalupe , on Monday, December 12, 2016 from 9:00 a.m. to 10:00 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: proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on September 13, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Cooper Avenue, between Oak Street and Rose Street for pedestrian safety, for Sacred Heart Catholic Church to host the Feast of Our Lady of Guadalupe, on Monday, December 12, 2016 from 9:00 a.m. to 10:00 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 13th day of September, 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 DETERMINING THE CLOSURE OF COOPER AVENUE, BETWEEN OAK STREET AND ROSE STREET, FOR SACRED HEART CATHOLIC CHURCH TO HOST THE FEAST OF OUR LADY OF GUADALUPE, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15304 (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

WHEREAS, the City plans to temporarily modify the use of land along a portion of Cooper Avenue, between Oak Street and Rose Street, for a special event that will result in the temporary closure of the specified street section to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, Section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of Cooper Avenue, between Oak Street and Rose Street, for Sacred Heart Catholic Church to host the Feast of Our Lady of Guadalupe, 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 13th day of December, 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

8E

City Council Synopsis
September 13, 2016

From: Nino Amirfar, Acting Chief of Police

Prepared by: Joey Mercado, Police Lieutenant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds, authorizing the execution of a Grant Agreement and the commitments necessary to administer the 2016 Selective Traffic Enforcement Program (STEP) grant through the California Office of Traffic Safety in an amount not to exceed $110,000, and appropriating said funds in the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" Program 352 "OTS Step Grant" for Fiscal Year 2016-17

2. DISCUSSION OF ISSUE:

The Turlock Police Department Traffic Safety Unit submitted an application for a grant offered by the Office of Traffic Safety in December 2015. The grant period begins October 1, 2016 and ends on September 30, 2017.

As specified in the grant application, the enforcement and education programs will specifically target the reduction of persons killed or injured in alcohol, and/or primary collision factor related collisions. This will be accomplished through DUI/Driver's License check-points, sting operations, directed patrols, and other operations directed at identifying and reducing primary collision factors. The directed enforcement details will be conducted utilizing funds obtained through this grant.

Additional requests made via this grant funding opportunity include the purchase of specialized safety equipment, lighting equipment, a mobile radar unit, and a mobile message board/radar unit.

The Turlock Police Department was notified that the application has been approved. The Office of Traffic Safety is prepared to award the grant in the amount of $110,000 subject to the City of Turlock's acceptance of the grant. In order to accept the grant, acceptance documents must be signed and returned to the Office of Traffic Safety no later than September 15, 2016.

OK for Agenda

An overview of the expenses funded by the acceptance of this grant is included as Attachment "A".

3. BASIS FOR RECOMMENDATION:

A. Enforcement and education programs along with the purchase of specialized equipment will specifically target the reduction of persons killed or injured in alcohol and/or primary collision factor related collisions. The 2016 Selective Traffic Enforcement Program (STEP) grant provides funding to assist with completing those goals.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 : FISCAL RESPONSIBILITY

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

When the Fiscal Year 2016-17 budget was prepared, staff did not know whether or not the City would be awarded this grant. Therefore, the adopted budget does not include the necessary appropriations to account for the grant revenue and expenditures.

In conjunction with the acceptance of this grant, staff is requesting the following appropriations and budget adjustments:

1. Approve appropriating $110,000 in grant revenues as follows:
   (a) $110,000 to Revenue Account 266-20-255-352.35720 "OTS STEP Grant Revenue";
   (b) $68,441 to Expenditure Account 266-20-255-352.41100_013 "Overtime OTS STEP Grant" and associated benefit expenditure accounts;
   (c) $3,426 to Expenditure Account 266-20-255-352.47095_000 "Training General"; and
   (d) $38,133 to Expenditure Account 266-20-255-352.44001_000 "Supplies General."

Finance staff has reviewed this staff report.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decline this grant. Staff does not recommend this action because this grant will provide 100% funding for programs and equipment which are not programmed into the existing general fund budget.

ATTACHMENT A

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. PT17132

FUND NUMBER	CATALOG NUMBER	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders For Driving While Intoxicated	$ 55,000.00
402PT	20.600	State and Community Highway Safety	$ 55,000.00

COST CATEGORY	FISCAL YEAR ESTIMATES 10/1/16 thru 9/30/17				TOTAL COST TO GRANT
A. PERSONNEL COSTS	CFDA	FY-1			
Positions and Salaries					
Overtime					
DUI Checkpoints	20.608	$ 19,845.00			$ 19,845.00
DUI Saturation Patrols	20.608	$ 20,412.00			$ 20,412.00
Benefits @ 11.45%	20.608	$ 4,610.00			$ 4,610.00
Traffic Enforcement	20.600	$ 12,096.00			$ 12,096.00
Distracted Driving	20.600	$ 3,024.00			$ 3,024.00
Motorcycle Safety Enforcement	20.601	$ 1,008.00			$ 1,008.00
Night-time Click It or Ticket	20.600	$ 3,024.00			$ 3,024.00
Pedestrian and Bicycle Enforcement	20.600	$ 2,000.00			$ 2,000.00
Benefits @ 11.45%	20.600	$ 2,422.00			$ 2,422.00
Category Sub-Total		$ 68,441.00			$ 68,441.00
B. TRAVEL EXPENSE					
In-State	20.600	$ 3,426.00			$ 3,426.00
Out-of-State					
Category Sub-Total		$ 3,426.00			$ 3,426.00
C. CONTRACTUAL SERVICES					
					$ -
Category Sub-Total		$ -			$ -
D. EQUIPMENT					
Changeable Message Sign Trailer with Radar(s)	20.600	$ 20,000.00			$ 20,000.00
Vehicle Speed Feedback Sign(s)	20.600	$ 8,000.00			$ 8,000.00
Category Sub-Total		$ 28,000.00			$ 28,000.00
E. OTHER DIRECT COSTS					
DUI Checkpoint Supplies	20.608	$ 5,233.00			$ 5,233.00
Portable Light Tower(s)	20.608	$ 4,900.00			$ 4,900.00
Category Sub-Total		$ 10,133.00			$ 10,133.00
F. INDIRECT COSTS					
					$ -
Category Sub-Total		$ -			$ -
GRAND TOTAL		**$ 110,000.00**			**$ 110,000.00**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN ALLOCATION OF FUNDS, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE COMMITMENTS NECESSARY TO ADMINISTER THE 2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT THROUGH THE CALIFORNIA OFFICE OF TRAFFIC SAFETY IN AN AMOUNT NOT TO EXCEED $110,000, AND APPROPRIATING SAID FUNDS IN THE APPROPRIATE REVENUE AND EXPENDITURE ACCOUNTS IN FUND 266 "POLICE GRANTS" PROGRAM 352 "OTS STEP GRANT" FOR FISCAL YEAR 2016-17	**RESOLUTION NO. 2016**

WHEREAS, the Turlock Police Department Traffic Safety Unit submitted an application for a grant offered by the Office of Traffic Safety in December 2015; and,

WHEREAS, this grant provides funding to conduct DUI/Driver's License checkpoints and directed traffic enforcement in the City of Turlock with the goal of reducing the number of injuries and/or fatalities in vehicle accidents; and,

WHEREAS, if approved, this grant will reimburse overtime pay and benefits for employees involved in said checkpoints as well as fund the purchase of specialized safety equipment, lighting equipment, a mobile radar unit, and a mobile message board/radar unit; and

WHEREAS, the use of these grant funds are in line with the Mayor and City Council Policy Goals and Implementation Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Authorize accepting the allocation of funds in the amount of $110,000 for the 2016 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant;

2. Authorize the execution of the related Grant Agreement;

3. Approve appropriating $110,000 in grant revenues as follows:
   (a) $110,000 to Revenue Account 266-20-255-352.35720 "OTS STEP Grant Revenue";
   (b) $68,441 to Expenditure Account 266-20-255-352.41100_013 "Overtime OTS STEP Grant" and associated benefit expenditure accounts;
   (c) $3,426 to Expenditure Account 266-20-255-352.47095_000 "Training General"; and
   (d) $38,133 to Expenditure Account 266-20-255-352.44001_000 "Supplies General."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

8F

City Council Synopsis
September 13, 2016

From: Robert A. Talloni, Fire Chief

Prepared by: Gary Carlson, Fire Operations Chief

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds, authorizing the execution of a Grant Agreement for the Fiscal Year 2015 Assistance to Firefighters Grant (AFG) with the Department of Homeland Security (DHS) in the amount of $21,637, and amending the 2016-17 budget for Fund 265 "Fire Grants" and Fund 110 "Fire Department Operations" to account for grant and required matching funds

2. DISCUSSION OF ISSUE:

The Turlock Fire Department has been awarded a training grant by the Department of Homeland Security (DHS) through the Assistance to Firefighters Grant (AFG) process. The AFG grant is a competitive grant that provides funding to local fire departments across the country to assist with training programs and equipment purchases.

Under the grant requirements, the Turlock Fire Department is obligated to provide a 10% match of funds, which totals $2,214. This money will be absorbed by the Fiscal Year (FY) 2016-17 existing operating budget, with no additional allocation of funds needed.

The Turlock Fire Department intends to use AFG money to enhance firefighting skills in the area of truck and rescue operations, as well as for the construction of customized props that will be used for ongoing training (Attachment A).

3. BASIS FOR RECOMMENDATION:

A. Continued training is necessary for firefighters to maintain skill levels. The AFG grant provides funding to assist with completing that goal.

OK for Agenda

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:
3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:
4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

When the Fiscal Year 2015-16 budget was prepared, staff did not know whether or not the City would be awarded this grant. Therefore the adopted budget does not include the necessary appropriations to account for the grant revenue and expenditures. In conjunction with the Council's acceptance of the grant, staff is requesting approval for the necessary appropriations – including the transfer of funds from the department's operating budget in Fund 110 "General Fund" to Fund 266 "Fire Grants" to cover the 10% local match requirement – so that 100% of the grant's expenditures are accounted for in the same general ledger account.

Staff is requesting the following appropriations and budget adjustments:

1. Approve appropriating $21,637 in grant revenues as follows:
   (a) Revenue Account 265-30-310-313.35720 "AFG Revenue"
   (b) Expenditure Account 265-30-310-313.51108_001 "AFG EMW-2015-FO-05561"

2. Approve budget amendments to provide funding for $2,214 in 10% local matching funds as follows:
   (a) Reduce account number 110-30-300.47095_000 "Training General" by $2,214; and
   (b) Appropriate $2,214 to account number 110-30-300.48001_261 "Transfer out to Fund 265 – AFG Grant; and
   (c) Appropriate $2,214 to account number 265-30-310-313.38001_261 "Transfer in from Fund 110 – AFG Grant"

Finance staff has reviewed this staff report.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not accept the grant funds. Staff does not recommend this action as it is in line with City Council policy goals regarding grant funding.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN ALLOCATION OF FUNDS, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT FOR THE FISCAL YEAR 2015 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) WITH THE DEPARTMENT OF HOMELAND SECURITY (DHS) IN THE AMOUNT OF $21,637, AND AMENDING THE 2016-17 BUDGET FOR FUND 265 "FIRE GRANTS" AND FUND 110 "FIRE DEPARTMENT OPERATIONS" TO PROPERLY ACCOUNT FOR GRANT AND REQUIRED MATCHING FUNDS	**RESOLUTION NO. 2016-**

WHEREAS, a main priority of the Turlock Fire Department is to provide continuous and comprehensive training for its firefighters; and

WHEREAS, the Turlock Fire Department has secured grant funds in the amount of $21,637 from the Department of Homeland Security, through the Assistance to Firefighters Grant Program; and

WHEREAS, the grant money obtained will be used to provide training and props for rescue and truck operations; and

WHEREAS, the Turlock Fire Department has the required 10% matching funds within its operating budget; and

WHEREAS, the use of these grant funds are in line with the Mayor and City Council Policy Goals and Implementation Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Authorize accepting the allocation of funds in the amount of $21,637 for the Fiscal Year 2015 Assistance to Firefighters Grant (AFG) with the Department of Homeland Security (DHS);

2. Authorize the execution of the related Grant Agreement;

3. Approve appropriating $21,637 in grant revenues as follows:
   (a) Revenue Account 265-30-310-313.35720 "AFG Revenue"
   (b) Expenditure Account 265-30-310-313.51108_001 "AFG EMW-2015-FO-05561"

4. Approve budget amendments to provide funding for $2,214 in matching funds as follows:
   (a) Reduce account number 110-30-300.47095_000 "Training General" by $2,214; and

(b) Appropriate $2,214 to account number 110-30-300.48001_261 "Transfer out to Fund 265 – AFG Grant; and
(c) Appropriate $2,214 to account number 265-30-310-313.38001_261 "Transfer in from Fund 110 – AFG Grant"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Synopsis
September 13, 2016

million arts of kindness

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing issuance of Request for Proposal (RFP) No.16-373 for Economic Development Services for the City of Turlock

AND/OR

Motion: Authorizing issuance of Request for Proposal (RFP) No. 16-377 for Marketing and Branding Services for the City of Turlock

AND/OR

Motion: Authorizing issuance of Request for Proposal (RFP) No. 16-378 for Tourism Services for the City of Turlock

2. DISCUSSION OF ISSUE:

Background

The City of Turlock first adopted an Economic Development Plan in 2003 to foster a healthy business community. The subsequent Economic Development Plan, updated and adopted in 2014, included the development of a marketing strategy to promote increased patronage of Turlock businesses and attract new businesses as well.

Subsequently, the operations of the Convention and Visitor's Bureau has ceased and the City has assumed some of the community grants and event coordination role, but has a need to more fully understand the source of the City's tourism industry.

To take this initiative from concept to implementation, the City is seeking to issue RFP's for (1) economic development services, (2) marketing and branding services, and (3) tourism services. The intent is to issue the three (3) RFP's in a staggered manner as outlined in Exhibit A to better manage the entire process as

OK for Agenda

well as to oversee the expectation that any of the contracted consultants will be required to work with the other(s) to deliver interrelated outcomes.

RFP for Economic Development Services
Review the 2014 Economic Development Strategic Plan as well as compile findings and develop a succinct message that highlights Turlock's distinctive competencies and communicates the City's desired economic development identity. The message should communicate the City's vision and identity in a believable, relevant, and simple format for the target audience. The message should serve as framework for City Staff to deliver its services to residents, businesses, and visitors.

As part of the Economic Development Strategy, RFP responses will identify strategies and programs to establish a clear identity that resonates in the community as a pleasant place to live, work and play. The economic development strategy and message should support the economic development goals with particular emphasis to the following:

- *Attract, retain and grow a diverse stable economic base that supports the City's revenues, goods and services;*
- *Build a vibrant downtown by highlighting Turlock's local businesses;*
- *Make Turlock a destination point for residents, businesses and visitors; and*
- *Highlight the benefits of the quality of life and central location that Turlock has to offer.*

RFP for Branding and Marketing Services
The Branding and Marketing RFP focuses on four (4) key tasks:

- *Research & Foundation*
- *Branding & Message Development*
- *Strategic Brand Implementation & Community Engagement*
- *Collaborate and interface with consultants that have been contracted to prepare the Economic Development Strategy as well as the consultants contracted to prepare the Tourism strategy.*

The scope of services encompasses the initial research necessary to define target audiences, identify what value the City offers to the targeted audiences, develop a brand positioning statement, and test recommended brand concepts using targeted focus groups, surveys, and other methodologies as appropriate. Specifically, the consultant should be able to answer the question, "Who are we as a City and how do we relate our 'products' and services in a way that's meaningful to our residents and business community?"

The City, under this RFP is seeking to define the activities that effectively establish the City's new brand identity to the target audiences as well as identify ongoing strategies for communicating, maintaining, and enhancing the brand's value over the first three (3) years following introduction.

RFP for Tourism Services

The scope of services includes a comprehensive study and analysis of Tourism within the City of Turlock which includes investigating and analyzing the number of people visiting Turlock annually and determining the origin and reason for visiting the community. Identifying community amenities and/or activities that attract visitors to the City as well as evaluating the local hotel industry within the City to determine what tourism activities are promoting overnight stays in Turlock hotels.

Further, the scope of services requires that the consultant evaluate existing tourism program management and oversight and recommend options for more effective operations and outcomes. The consultant should also make strategic and operational recommendations in concert with the information within the marketing and branding findings that will enhance tourism and promote the City as a destination location.

Selection Process and Time Frames

Staff proposes to issue the three (3) RFP's sequentially as outlined in Exhibit A. The purpose of this staggered schedule is to promote collaboration and to build each strategy in concert with the others and prevent each work product from being completed in a vacuum. Consultants may respond to one or more these RFPs.

The City has the sole authority to select one (1) or more consultants or teams of consultants for these RFP services and reserves the right to reject any and all proposals. A Review Committee will be established to review and evaluate the submitted proposals for each project based on the criteria outlined above. Additionally, the Committee may, in its sole discretion and in the course of its evaluation, request presentations/demonstrations with one (1) or more selected consultants. While cost is a significant factor, it will not be the determining factor.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing consultant of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected.

All consultants will be notified of the status of the review process. Recommendations and contract awards will be presented to the City Council for approval.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

Action Item:

2. Develop a marketing and branding strategy for the City and the community.

Implementation Measures:

- Issue a Request for Proposal (RFP) for creating a Community Marketing Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funds to pay for the consulting services are located in Fund 120 Tourism. The financial impact cannot be determined until proposals have been submitted and each of the three (3) contracts have been negotiated. This information will be provided to City Council when the proposals have been presented and the contracts are presented to Council for award and approval.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

No environmental determination is required.

7. ALTERNATIVES:

A. The Council could choose not to issue the three (3) RFP's and provide direction to staff with a different scope of work or set of tasks.

B. The Council could modify aspects of each of the three (3) RFP's to add or delete facets of the current scope of work and deliverables.

C. The Council could direct a completely different method to achieve the desired result of economic development, branding and marketing as well as tourism services.

ECONOMIC DEVELOPMENT, MARKETING AND BRANDING AND TOURISM SERVICES RFP AND PROJECT SCHEDULE

EXHIBIT A

	September 2016	October	November	December	January 2017	February	March	April	May
Economic Development Strategy Update	RFP Issued	Submittals Due	Interviews	Selection and Award by City Council	Contracts signed	Existing conditions analysis	Community engagement	Prepare draft document	
Marketing and Branding		RFP Issued		Submittals Due Interviews	Selection and Award by City Council	Contracts signed	Review Existing conditions analysis	Community engagement	Prepare draft document
Tourism Services			RFP issued	Submittals Due	Interviews	Selection and Award by City Council	Contracts signed	Review existing conditions analysis and collaborate in any marketing and branding community engagement efforts	Review any draft economic and marketing/branding documents

RFP FOR ECONOMIC DEVELOPMENT SERVICES

RFP #16-373

Issued Thursday, September 15, 2016

Submittals due Friday, October 21, 2016

ABSTRACT

The City of Turlock is seeking a consultant to update the City's Economic Development Strategy.

The City of Turlock

The City of Turlock is located in Stanislaus County, on the eastern side of California's San Joaquin Valley, 100 miles east of the San Francisco Bay Area. The City is on the State Highway 99 corridor, linking it to other Central Valley cities including Stockton and Sacramento to the north and Fresno and Bakersfield to the south. Turlock remains a stand-alone city surrounded by productive agricultural land. The "Jewel of the Central Valley" has long been coined to describe the community's tree lined streets, friendly atmosphere and the charming Main Street which offers a unique taste of Hometown America. In addition to Historic Downtown Turlock which has delightful antique stores, jewelry and fashion boutiques, and enchanting niche stores; Turlock has set itself apart from other San Joaquin Valley communities.

The City of Turlock is home to California State University Stanislaus (CSUS), which is part of the highly regarded California State University System. CSU Stanislaus serves over 9,000 students. Programs offered include 100 academic majors, minors and areas of concentration, along with 24 Master's Degree programs and a Doctorate in Educational Leadership. All of these highly regarded academic programs primarily take place on the 228 acre main campus which offers breathtaking scenery and includes waterfalls, bridges, an open-air amphitheater and sprawling greens.

In addition to 24 parks and two major sports complexes scattered throughout the City, residents can enjoy a variety of outdoor activities and sports including the Stanislaus County Fair, Turlock Farmers Market, and Turlock Lake State Recreation Area which is open all year for camping, picnicking, fishing, swimming, boating, and water skiing. Arts and culture also flourish including theatrical and musical performances at the Turlock Community Theatre along with fine arts events at CSU Stanislaus. Other nearby venues/activities include the Carnegie Arts Center, CSU Stanislaus downtown Art Space, Turlock Historical Museum, Hilmar Cheese Company, Pageo Lavender Farm, and much more.

Turlock strives to be the "Silicon Valley of Food Processing" with a strong ag manufacturing base. The ag manufacturing cluster has also spun off ag tech firms, laboratories and related service businesses which continues to strengthen the City's jobs to housing balance. Base sector employers in the City include Blue Diamond Growers, Foster Farms, Hilmar Cheese, Sensient, Evergreen Packaging, Consolidated Dairy Industries, Meyenberg Goat Milk, and ConAgra and many others.

Economic Development Efforts

The City of Turlock is implementing an Economic Development Plan, first adopted in 2003 to foster a healthy business community. The subsequent 2014 Economic Development Plan rewrite included the development of a marketing strategy to promote increased patronage of Turlock businesses and attract new businesses as well.

The City is seeking a consultant to update the City Economic Development Strategy and work in concert with two subsequent RFPs for Marketing and Branding (16-377) and the Development of a Tourism Strategy (16-378). Issuance schedule is attached as Exhibit B to this RFP.

Population and economic growth in Turlock are intertwined. The city seeks to attract new industries and create jobs in order to boost revenue, remain competitive, attract new residents and provide opportunities for existing ones. The growing resident population demands increased goods and services which in turn fuel economic growth. The City of Turlock General Plan as well as the Westside Industrial Specific Plan creates a multi-pronged approach to economic development in order to achieve these goals: supporting the build out of the Turlock Regional Industrial Park (established by the Westside Industrial Specific Plan), drawing new businesses Downtown, identifying new industries to target, and building on existing assets such as California State University, Stanislaus.

It is the City's goal to continue to provide a balance of jobs and housing in Turlock, which stimulates the local economy, reduces commuting, and maintains Turlock's competitiveness in the region. Therefore, the master planning process has extended to the non-residential sector, as well. In 2006, Turlock completed the Westside Industrial Specific Plan (WISP), which identified land use, transportation improvements, infrastructure improvements, and design guidelines for industrial and business park uses for some 2,500 acres west of Route 99. Aided by this specific plan, the city's industrial sector is expanding and shifting to this area.

In a new report by the Auto Insurance Center, titled "Jammed," says Turlock drivers average each year in commute-related expenditures. It's the lowest cost in the nation – the highest being $1,834 for drivers in the Washington, D.C.-Maryland-Vermont area. The City recognizes that the largest contributing fact to this accolade is that almost 60% of the people who live in Turlock also work in Turlock. A more than 75% of the people who live in Turlock commute to jobs.

Read more here: http://www.modbee.com/news/local/turlock/article92864617.html

The City of Turlock has always focused on a jobs-housing balance as it produces a vibrant community where residents are connected to the community, not just sleep there. In concert with community stakeholders and business community, the City desire to gather data and analyze next steps in developing a new and revised Economic Development Strategy. In essence, identify strategic options as to where we go from here capitalizing on past and present successes.

Project Requirements and Scope of Services

UPDATE THE CITY'S ECONOMIC DEVELOPMENT STRATEGY:

The Economic Development Plan focuses on understanding the existing economic climate, conducts a comparative advantage analysis and defines the city's economic development goals.

In October 2014, the Economic Development Strategic Plan was adopted by City Council as a result of a ten month Plan Stakeholder Group which met to discuss the findings of the CEAS and to brainstorm Plan goals.

The purpose of this Economic Development Strategy Update is to:

- Review the 2014 strategic plan
- Confirm the roles of the City and its economic development partners moving forward

- Identify changes in goals, approaches, and targets for a future set of strategies and implementation options
- Determine resource levels required to achieve updated plan goals
- Clarify expectations
- Develop Return on Investment (ROI) measures

a. Strategic Research and Analysis

Perform research and identify the perception of Turlock from a resident, business and visitor standpoint in comparison to what the City wants to become. The City's Retail Gap Analysis will be provided to better understand the strengths, weaknesses, opportunities and threats in terms of the City's vision. Focus groups, interviews, surveys and other research methodologies should be used as appropriate. Data should be collected from residents, businesses, partner organizations, stakeholders, members of the Economic Development Department and any other identified key group to the success of all tasks. At the end of the research and analysis, the Consultant should identify Turlock's key distinctive competencies and clearly communicate the City's value proposition.

The following questions should be answered:

1. What does Turlock want to be known for?

2. What thoughts and feelings does the City want to evoke when people are exposed to their name?

3. How can Turlock stand out from the crowd and be more competitive?

Deliverables:

- *Research Summary and*
- *Brand Positioning Statement*

Development of an Economic Development Identity

Review the 2014 Economic Development Strategic Plan as well as compile findings and develop a succinct message that highlights Turlock's distinctive competencies and communicates the City's desired economic development identity. The message should communicate the City's vision and identity in a believable, relevant and simple format for the target audience. The message should serve as a framework for City Staff to deliver its services to residents, businesses and visitors.

In addition, the message should be capable of being used across a variety of departments, programs, and services. The Consultant will develop promotional materials that aide in communicating the City's economic development identity.

Task 1: Review City Documents; Attend Kick-off Meeting

The purpose of Task 1 is to ensure the Consultant Team is familiar with all pertinent economic development policy documents and initiatives and, most importantly, based on its review and discussions with staff, prepares an approach to integrate planned development in Turlock with future economic development growth strategies and market growth trend factors.

- The City's current economic initiatives include the following:
- Shop Local Campaign
- Focused strategies to recruit and retain all business segments
- Workforce Development Initiative

The major policy documents for review include (http://Turlockca.gov/business/strategic-plan):

- 2003 Economic Development Strategic Plan
- 2006 Westside Industrial Specific Plan
- 2014 Update to the Economic Development Strategic Plan
- Quarterly Sales Tax reports to City Council (http://Turlockca.gov/finance/quarterlysales-tax-reports)
- City's current marketing materials: maps of commercial and retail districts, visitors' brochure, restaurant guide, Island Shopper materials and bi-monthly business newsletters (http://Turlockca.gov/business)
- Other relevant information as necessary to provide a comprehensive update to the Economic Development Strategic Plan. As part of Task 1, the Consultant Team shall attend and speak (if necessary) at the City Council meeting at which the consultant contract is approved.

Immediately upon execution of the contract, the Consultant Team will review the listed documents. Upon completion of the review of the documents, the Consultant Team will participate in and analyze information from kick-off meeting with City staff and a potential separate kickoff meeting with other community stakeholders to:

Discuss project goals, identify potential constraints or issues, and community involvement strategies; and review the scope, schedule, and deliverables.

Following the meetings, the Consultant Team will provide:

- a memorandum detailing the approach for developing the background report for the updated Economic Development Strategic Plan (EDSP) ; and a detailed project schedule, including planned dates for submittal of drafts and final versions of deliverables.

Meetings:

Attend City Council meeting to introduce Consultant Team

Kick-off meeting with City staff

Deliverables:

Memorandum on approach for developing the background report for the ESDP

Detailed Project Schedule

Task 2: Citywide Demographic and Economic Analysis

The Consultant Team will supplement the background materials identified in Task 1 with additional quantitative and qualitative analysis. Task 2 will provide the local and regional context for preparing a targeted approach and marketing plan to attract specific commercial and retail users and industry clusters to Turlock. The sub-tasks are described as follows:

2.1: Review of Existing Data – The Consultant Team will review existing demographic and socioeconomic data, employment data and labor force characteristics, sales tax revenue, and other pertinent economic and market data and studies.

2.2: Business Sector and Consumer Demand Analysis – The Consultant Team will provide a more *fine-grained* understanding of Turlock's economy relative to the Northern California Region. This sub-task will include preparation of a market segmentation of the City's retail, commercial, and industrial sectors.

The Consultant Team will analyze:

- Turlock's business sectors by employment size, wages, tax generation, and other relative metrics. This analysis will be placed in the context of regional trends. Which commercial and industrial sectors would be attracted to the City.
- The competitiveness of Turlock's business parks, shopping centers and districts, in terms of lease rates, rent structures, supply and quality of product, tenant mix, and performance in the context of the region. Turlock's retail sectors by consumer behavior, spending volume, demographics, and where Turlock consumers live and work. This step is intended to: 1) help define Turlock's retail market leakages and surpluses (if any); 2) who shops here (e.g., where do they live and work); 3) shape future marketing and branding efforts, and; 3) distinguish Turlock's retail market from the surrounding and competing areas.
- The Consultant Team will provide a summary analysis, interpreting the data and drawing meaningful conclusions for the City's consideration for an overall economic development strategy.

2.3: Research Tourism and Visitor Destinations – The Consultant Team will analyze Turlock's popular leisure destinations (such as Downtown, CSU Stanislaus, Stanislaus County Fairgrounds, Dustbowl Brewing, etc.) considering the demographics and number of visitors, multiplier effects for local retail and hospitality sectors, City tax revenue, and the general strengths and weaknesses of tourism as an economic development strategy.

2.4: Stakeholder Focus Groups – The Consultant Team will conduct a minimum of four (4) focus group meetings with:

- Important business sectors (e.g., maritime, clean tech/advanced manufacturing, specialty food and beverage manufacturers, hospitality, health care and biotechnology, and computer software);
- Major commercial and retail brokers, property owners, and developers; and public utility partners (e.g., Turlock Irrigation District, PG and E, Charter, and City of Turlock Departments of Public Works, Planning, Building, and Finance).

- The City will coordinate these focus groups, to be scheduled back-to-back over the course of three or four days. Depending upon scheduling availability, telephone or web based video interviews may be substituted at a different time, for one or more of the in person focus group meetings.

2.5: SWOT Analysis - Using the results of the previous tasks, the Consultant Team will prepare a conclusive summary of Turlock's primary strengths, weaknesses, opportunities and threats (SWOT) that directly impact economic competitiveness. The SWOT analysis will contain specific industries and user/tenant profiles that might be interested in locating and/or expanding in Turlock, and a brief explanation for why they might be interested in Turlock. The SWOT analysis must consider, among other industries, tourism and economic development strategies.

2.6: Economic Development Background Report - The Consultant Team will prepare an Economic Development Background Report for public distribution that summarizes the key findings from Task 2. As public documents, the Background Report and the final EDSP are envisioned to be "user-friendly", easy-to-understand documents, organized around graphics, tables, and charts. An Executive Summary section will describe the City's economic context, highlight the most significant findings, and identify major topics to guide public discussion.

The City intends to use the Background Report to identify its comparative advantages and to positively distinguish itself at the East Bay, Bay Area, and state levels. The Background Report will also provide the statistical and factual underpinning for the EDSP and for a Brand Development and Marketing Strategy Services RFP, which the City may issue before the completion of this EDSP scope of work.

The Consultant Team will work with City staff to identify topics for public discussion and how to best use the Background Report to guide the community engagement process. The Consultant Team will deliver an Administrative Draft to City staff for review and present it to the EDSP Ad Hoc Committee.

Meetings:

- Attend and conduct a minimum of four (4) focus group meetings
- Presentation of the Administrative Background Draft Report to City staff

Deliverables:

- Draft memorandum on Business Sector and Consumer Demand Analysis (Sub-task 2.2)
- Draft memorandum on the SWOT Analysis (Sub-task 2.5)
- Administrative Draft of the Economic Development Background Report (Sub-task 2.6)
- Final Economic Development Background Report (Sub-task 2.6)

Task 3: Community Engagement.

The Consultant Team will recommend a range of innovative options to engage the community in a meaningful public discussion. The points of engagement may include a combination of workshops, social media communication tools, and/or on-line public opinion instruments. The Consultant Team will be responsible for developing content for the recommended public engagement tools and the facilitation

of any public forums. These tools and the content shall be drafted while the Administrative Background Report is being developed. The Consultant Team will present the results of the public engagement process and discuss their implications with staff and potentially the community stakeholders.

Meetings:

- Hold community events/workshop(s), as proposed by the Consultant Team
- Attend meeting with city staff to review the results of the community engagement process and to discuss preparation of Task 4, the Strategic Plan and Implementation Plan

Deliverables:

- Draft public engagement tools and content with the Administrative Background Draft Report
- Analyses of the public engagement feedback

Task 4: Draft Economic Development Strategic Plan and Implementation Plan

Parts of Task 4 may run concurrently with Tasks 2 and 3. The Consultant Team will incorporate the results of the previous tasks to draft an initial document framework (strategic focus areas) for review by City staff. Based on comments by City staff, the Consultant Team will prepare an Administrative Draft of the Economic Development Strategic Plan. The Strategic Plan will describe:

- Turlock's place in the Northern California market;
- Current opportunities and challenges;
- Identification of major industries for business attraction and retention efforts; and

Primary goals and objectives that will guide the City's economic development efforts through the next two (short-term) and five years (longer-term). The Implementation Plan will identify specific actions, a lead organization or department, supporting agencies and partners, funding source, and time frames. The Consultant Team will present an Administrative Draft of the EDSP and Implementation Plan to city staff for review and comment. Both documents are intended to be "user-friendly" and easy-to-understand documents, organized around graphics, tables, and charts.

After receiving comments from City staff, the Consultant Team will deliver a revised Draft EDSP to be presented to the community and City Council.

The City of Turlock has also issued two Request for Proposals addressing the City's for Marketing and Branding (RFP 16-377) and Tourism Services (RFP 16-378) which have been sequentially issued. Consultants may submit proposals for more than one of the RFP's. The City expects that the submission also include a detailed outline of how the consulting firm will work to interface and collaborate on meshing the output of the three RFP's into a cohesive and useable product.

Meetings:

PowerPoint (or Prezi) presentation of Draft EDSP to city staff and City Council at a public hearing.

Deliverables:

- Administrative Draft of the EDSP and Implementation Plan
- Revised Draft EDSP and Implementation Plan

Task 5: Ad Hoc Committee, Planning Board and City Council Meetings, and Conference Calls

5.1: Meetings with Staff

The Consultant Team will participate in regularly scheduled in-person meetings and/or bi-weekly conference calls with relevant City staff, and on an as-needed basis. The Consultant Team will regularly contact City staff to provide project updates, coordinate on the project schedule and deliverables, and gather information as needed.

5.2: Planning Commission and City Council Meetings

The Consultant Team will attend up to two (2) City Council meetings and/or study sessions. This is in addition to the meeting related to the contract. The timing of these meetings will be finalized with City staff, but it is anticipated that the study sessions with the Planning Board and the City Council will discuss the findings of the ESDP.

Deliverables:

- Two (2) to four (4) PowerPoint presentations
- Participate in bi-weekly conference calls
- Attend regularly scheduled in-person meetings
- Attend and present at up to two (2) City Council meetings and/or study sessions

Task 6: Final EDSP and Implementation Plan

The Consultant Team will incorporate the input from the Planning Commission, the City Council, and community members, and deliver a final Economic Development Strategic Plan and Implementation Plan.

Meetings:

PowerPoint (or Prezi) presentation of Final EDSP and Implementation Plan to the Planning Commission and City Council during two public hearings

Deliverables:

- Final EDSP and Implementation Plan
- The Consultant will be required to deliver one (1) unbound copy, five (5) printed bounded copies and one (1) electronic copy of their final report to the City. All marketing materials shall be in an electronic form commonly used by most computer software. In addition, the Consultant will be required to make a final formal presentation to both the reviewing committee as well as the City Council.

Task 7: Propose a budget

The marketing consultant shall develop a budget for the marketing program that outlines implementation actions and their associated cost. The City anticipates commencement the community branding effort, finalization of the Draft Strategy, and completion of any other key early stage marketing initiatives during fiscal year 2016-2017. Other implementation efforts, including the launch of the brand campaign, would commence in fiscal year 2017.

Submission

Interested firms are encouraged to keep their proposals brief and relevant to the Scope of Services. All proposals should include the following:

- Cover letter with name, address, phone number, and e-mail address of the contact person; identify the capacity this person has to manage and execute a marketing strategy and branding campaign of this magnitude.
- Identify the project manager and the personnel to be assigned to this engagement (including names, addresses, current phone numbers, and e-mail addresses). Please include resumes for all team members, identify how many years this team has worked together, and a list of projects this team has completed or is currently working on.
- Identify all sub-consultants (including names, addresses, current phone numbers, and e-mail addresses) and include a resume of related experience, how long the sub-consultant has worked with the marketing consultant, and how many projects the sub-consultant has completed, or is currently working on, with the marketing consultant.
- Background on the firm and its experience in preparing comprehensive and strategic marketing programs and campaigns, especially for cities and public agencies. Preference shall be given to firms that have a local presence and knowledge of the San Joaquin Valley and the City of Turlock.
- A narrative that presents the services a firm would provide detailing the approach, methodology, deliverables, and client meetings.
- Description of overall knowledge of the City of Turlock.
- A list of tools used to measure reach and frequency when purchasing media (television, radio) and social media tools used to measure effectiveness of print and online advertising and a branding awareness campaign. Experience in media negotiations and placement should be demonstrated.
- A summary of any suggested approaches the City should consider for this effort.
- A timeline for the preparation and implementation the tasks/activities being proposed per Scope of Services.
- At least three (3) public or private references for projects of similar nature to this engagement.

- List of billable rates for all personnel assigned to project, including hourly rate, media commission percentages, and any other charges that are proposed.
- Proof of financial soundness: financial statements, a balance sheet, and two years of federal tax returns.
- Identification of any concerns related to the City of Turlock's standard professional services agreement.
- Submit the cost proposal in a separate sealed package entitled "City of Turlock Marketing and Branding Consultant Cost Proposals".

Activity Anticipated Completion Dates

RFP Issued Thursday, September 15, 2016

Submittals due Friday, October 21, 2016

Review of Submittals week of October 24, 2016

Interviews Week of October 31-November 4, 2016

Recommendation to City Council December 13, 2016

Contract awarded and Professional Services

Agreement Executed December 2016

Respondents should submit 5 bound copies and 1 unbound reproducible copy by mail or courier. Submittals should not exceed 25 pages, inclusive of any graphic renderings or marketing materials. All hard copy submittals should be directed to the below contact no later than **5:00 p.m. on Friday, October 21, 2016**:

Maryn Pitt
Assistant to the City Manager for Economic Development and Housing
City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380

Contact with other City officials or staff may result in disqualification of the submittal.

Materials Available

For the consultant's convenience, the City has provided a series of applicable and related documents at http://www.turlock.ca.us. including:

- Economic Development Plan 2003 and 2014
- Sales tax information

- Economic Profile
- Professional Services Agreement

For further information, please contact Maryn Pitt, Assistant to the City Manager for Economic Development and Housing (209) 668-5540 or mpitt@turlock.ca.us . Questions on this RFP should be submitted in writing solely to Ms. Pitt, preferably by email. All responses from staff will be shared with all interested parties via posting to the project web page at:

http://www.turlock.ca.us/doingbusinessinturlock

Selection Criteria

Factors to be considered in the selection process include:

- The completeness of the submittal.
- Relevant experience of the consultant in producing similar, high-quality campaigns. Prior experience developing and implementing successful identity and branding campaigns for cities or other "place" clients.
- Demonstrated success with community participation.
- The degree to which the branding consultant illustrates its understanding of Turlock and the importance of an identity and branding campaign for the City.
- The quality of example materials and any presentations requested by the Selection Committee, Economic Development Advisory Commission, or City Council.

Selection Process

All statements submitted in response to this RFP will be reviewed and evaluated based on the information contained in the respective responses, an investigation of the consultant's past projects and performance, and other pertinent factors. The City will prepare an analysis of all statements. In addition, the City may form a selection committee and interview a limited number of finalists. The City reserves the right to request additional information as deemed necessary and appropriate. A recommendation will be made to the City Council for the selection of one marketing and branding consultant with whom the City will enter into a Professional Services Agreement.

This solicitation does not commit the City to award a contract, to pay any cost incurred with preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all submittals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this process in its sole and absolute discretion. Subsequent to negotiations, prospective marketing and branding consultants may be required to submit revisions to their proposals. All persons or entities responding to the RFP should note that any contract pursuant to this solicitation is dependent upon the recommendation of the City staff and the approval of the City Council after all legally required steps are taken.

The City reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all submittals without indicating any reason for such

rejection. As a function of the Request for Proposals process, the City reserves the right to remedy any technical errors in this Request for Proposals and modify the published scope of services. The City reserves the right to request that specific personnel with specific expertise be added to the team, if the City determines that specific expertise is lacking in the project team. Submittals and other information will not be returned.

The City reserves the right to abandon the Request for Proposals process and/or change its procurement process for the contract at any time if it is determined that abandonment and/or change would be in the City's best interest. The City will not be liable to any consultant for any costs or damage arising out of its response to the Request for Proposals. The selection process is expected to take up to approximately six months as outlined below. Please note the schedule may be altered at the City's discretion.

OCTOBER 17, 2016

MARKETING AND BRANDING RFP

City of Turlock

RFP 16-377

The City of Turlock

The City of Turlock is located in Stanislaus County, on the eastern side of California's San Joaquin Valley, 100 miles east of the San Francisco Bay Area. The City is on the State Highway 99 corridor, linking it to other Central Valley cities including Stockton and Sacramento to the north and Fresno and Bakersfield to the south. Turlock remains a stand-alone city surrounded by productive agricultural land. The "Jewel of the Central Valley" has long been coined to describe the community's tree lined streets, friendly atmosphere and the charming Main Street which offers a unique taste of Hometown America. In addition to Historic Downtown Turlock which has delightful antique stores, jewelry and fashion boutiques, and enchanting niche stores; Turlock has set itself apart from other San Joaquin Valley communities.

The City of Turlock currently enjoys amenities and activities within the community that have become a driving factor to Turlock budding emergence as a destination location. This new recognition has come with little comprehensive focus, but has benefited the community tremendously. Hotel room stays continue to grow with hotelier reporting 90% and higher occupancy rates ten months or more each year.

The City of Turlock is home to California State University Stanislaus (CSUS), which is part of the highly regarded California State University System. CSU Stanislaus serves almost 10,000 students. Programs offered include 100 academic majors, minors and areas of concentration, along with 24 Master's Degree programs and a Doctorate in Educational Leadership. All of these highly regarded academic programs primarily take place on the 228 acre main campus which offers breathtaking scenery and includes waterfalls, bridges, an open-air amphitheater and sprawling greens. The University has constructed state of the art sports facilities and has hosted several NCAA national sports events.

Further, the City benefits from being home to the Stanislaus County Fairgrounds, a state agricultural facility which hosts events more than thirty two (32) weekend per year and include events such as the largest antique car swap meet in the western United States.

In addition to 24 parks and two major sports complexes scattered throughout the City, residents can enjoy a variety of outdoor activities and sports including the Stanislaus County Fair, Turlock Farmers Market, and Turlock Lake State Recreation Area which is open all year for camping, picnicking, fishing, swimming, boating, and water skiing. Arts and culture also flourish including theatrical and musical performances at the Turlock Community Theatre along with fine arts events at CSU Stanislaus. Other nearby venues/activities include the Carnegie Arts Center, CSU Stanislaus downtown Art Space, Turlock Historical Museum, Hilmar Cheese Company, Pageo Lavender Farm, and much more.

Turlock strives to be the "Silicon Valley of Food Processing" with a strong ag manufacturing base. The ag manufacturing cluster has also spun off ag tech firms, laboratories and related service businesses which continues to strengthen the City's jobs to housing balance. Base sector employers in the City include Blue Diamond Growers, Foster Farms, Hilmar Cheese, Sensient, Evergreen Packaging, Consolidated Dairy Industries, Meyenberg Goat Milk, and ConAgra and many others.

The City of Turlock has a 9% transit occupancy tax which generates more than $1 million annually. Historically, the City has allocated approximately 1/3 of these funds to be utilized for tourism and visitor enhancing services.

Economic Development and Marketing Efforts

The City of Turlock has also issued two Request for Proposals addressing the City's for Marketing and Branding (RFP 16-377) and Tourism Services (RFP 16-378) which have been sequentially issued. Consultants may submit proposals for more than one of the RFP's. The City expects that the submission also include a detailed outline of how the consulting firm will work to interface and collaborate on meshing the output of the three RFP's into a cohesive and useable product.

The City of Turlock is implementing an Economic Development Plan, first adopted in 2003 to foster a healthy business community. The subsequent 2014 Economic Development Plan rewrite included the development of a marketing strategy to promote increased patronage of Turlock businesses and attract new businesses as well.

The City is seeking a branding and marketing consultant to develop a marketing and branding strategy, assist with community marketing efforts that support the updated City of Turlock Economic Development Strategy.

In concert with community stakeholders and business community, the City has developed a Marketing Strategy ("Strategy") to bolster the local business climate. The Draft Strategy outlines the following key marketing targets:

- Resident consumers,
- Non-resident consumers,
- Existing Turlock businesses (retention and expansion), and
- New businesses (recruitment).

For each of these targets, the Draft Strategy should identify a series of marketing and branding tactics and implementation initiatives. The City is seeking a marketing consultant to finalize the Draft Strategy and begin efforts to create a Turlock brand and launch an identity and brand awareness campaign. The marketing consultant must have experience with developing a public sector brand, and with community marketing campaigns. In order to gain insights from Turlock residents regarding their consumer behavior, the marketing consultant must also be experienced with community outreach in order to assess current consumer attitudes and perceptions.

Project Overview

The City of Turlock is interested in protecting its identity as a pleasant place to live while positioning itself for additional residential, commercial and industrial growth. The City's mission is to keep Turlock a pleasant place by providing a safe family atmosphere, superior public services, and policies that promote the highest standards of community life.

In 2014, the City completed an Economic Development Plan with annual action goals. A new update to the Economic strategy is also being conducted simultaneously with this RFP process. As part of the economic development plan, one of the goals identified was to create marketing materials which include a branding component for the City of Turlock.

The objective of this effort is to develop a clear, strong, and resilient brand identity that represents the varied attributes of the Turlock community. The resulting brand messaging should support all goals of the City's Economic Development Plan, with particular emphasis in the following areas:

- Attracting, retaining and growing businesses
- Building upon our successes in our vibrant downtown
- Transitioning the City from a "growth" model to one of long-term sustainability
- Emphasizing the benefits of the City's central location
- Maintaining and enhancing City's high quality of life
- Encouraging residents of all ages to engage in community life, civic activities and
- Ideally, the brand package would consist of an overall brand identity, logo and messaging that effectively "tells the Turlock story" and can be used for the myriad of communication opportunities the City has with our residents, businesses, development community, visitors and other groups. The brand package should identify short and long-term strategies and tactics for maximizing the brand's value to the community.

Scope of Work

Task #1 - Research & Foundation
This task encompasses the initial research necessary to define target audiences, identify what value the City offers to the targeted audiences, develop a brand positioning statement and test recommended brand concepts using targeted focus groups, surveys, and other methodologies as appropriate. It is anticipated that the selected consultant will review research results with staff and the City's Economic Development Committee as appropriate. To complete these tasks, the successful consultant will be expected to draw from existing research and community planning documents as well as conduct their own research and focus groups. Community engagement and input from Turlock residents, businesses, members of the development community, visitors, partner organizations and any other identified key group is critical to the success of all tasks. It may be necessary, as part of the community engagement process to educate groups on what branding means and why it is important for the City of Turlock. This task should answer the question, "Who are we as a City and how do we relate our 'products' and services in a way that's meaningful to our customers and the values they hold dear?"

Deliverables:

- Research summary
- Brand positioning statement

Task #2 - Branding & Message Development
In this phase of the project, the selected consultant will create the messaging, the expression of brand, and visual elements that will effectively communicate the City's identity to target audiences. Messaging should connect to the hearts and minds of our audience and be believable, relevant and simple. Consistency will be key, but flexibility that allows use by the wide variety of departments, programs and services that make up the City is also important. Visual elements will include recommended logo, colors, fonts, graphic style and elements that are adaptable for use across a variety of media applications, including the City website.

Deliverables:

- Style guide with visual and graphic standards, including logo
- Templates for common needs such as letterhead, web page layout, report covers, brochures, etc.
- Design concept for tradeshow display

Task #3 - Strategic Brand Implementation & Community Engagement
This task will define the activities designed to effectively establish the City's new brand identity to the target audiences as well as identify ongoing strategies for communicating, maintaining and enhancing the brand's value over the first three years following introduction. These strategies should:

- Prioritize both short and long-term strategies and tactics, including a timeline.
- Employ a variety of communication tools.
- Engage Turlock's citizens, businesses & visitors.
- Enable target audiences to connect and interact with the City and use feedback
- To further build the City's brand.
- Provide opportunities for target audiences to become advocates.
- Effectively tell the "Turlock" story.
- To ensure effective implementation, the brand strategy should recommend methods for tracking results and measuring success with target audiences.

Deliverables:

- Brand Strategy
- Tracking & Measurement Recommendations

Task #4 - Collaborate and interface with consultants that have been contracted to prepare the Economic Development Strategy as well as the consultants contracted to prepare the Tourism strategy.

Task #5 - *Final Report and Presentation*
The selected consultant will deliver one (1) unbound copy, five (5) printed bound copies and one (1) electronic copy of their final report, including style guide and related graphics, to the City. Graphics designed to be used for placement in letterhead, folders, handouts and other marketing materials shall be in an electronic form commonly used by most computer software and shall not require the purchase of Adobe Photoshop or some other marketing-based software to enable such use. In addition, the selected consultant will be required to make a formal presentation to the City's Economic Development Committee and the City Council at the completion of the project to present their final report.

Consultant Responsibilities

At the beginning of the project the selected consultant shall meet with City Staff and selected individuals to discuss the approach and method to proceed.

The consultant will meet with the City Manager, Assistant to the City Manager, and selected individuals to review the progress of the work, to discuss any changes in direction or needed details, and in general to ensure that work is proceeding as required.

The City shall make available to the selected consultant all prior economic development related plans, and any other studies and/or products. These elements are critical to the creation and implementation of the marketing and branding strategy.

Submission

Interested firms are encouraged to keep their proposals brief and relevant to the Scope of Services. All proposals should include the following:

- Cover letter with name, address, phone number, and e-mail address of the contact person; identify the capacity this person has to manage and execute a marketing strategy and branding campaign of this magnitude.
- Identify the project manager and the personnel to be assigned to this engagement (including names, addresses, current phone numbers, and e-mail addresses). Please include resumes for all team members, identify how many years this team has worked together, and a list of projects this team has completed or is currently working on.
- Identify all sub-consultants (including names, addresses, current phone numbers, and e-mail addresses) and include a resume of related experience, how long the sub-consultant has worked with the marketing consultant, and how many projects the sub-consultant has completed, or is currently working on, with the marketing consultant.
- Background on the firm and its experience in preparing comprehensive and strategic marketing programs and campaigns, especially for cities and public agencies. Preference shall be given to firms that have a local presence and knowledge of the San Joaquin Valley and the City of Turlock.
- A narrative that presents the services a firm would provide detailing the approach, methodology, deliverables, and client meetings.
- Description of overall knowledge of the City of Turlock.
- A list of tools used to measure reach and frequency when purchasing media (television, radio) and social media tools used to measure effectiveness of print and online advertising and a

branding awareness campaign. Experience in media negotiations and placement should be demonstrated.

- A summary of any suggested approaches the City should consider for this effort.
- A timeline for the preparation and implementation the tasks/activities being proposed per Scope of Services.
- At least three (3) public or private references for projects of similar nature to this engagement.
- List of billable rates for all personnel assigned to project, including hourly rate, media commission percentages, and any other charges that are proposed.
- Proof of financial soundness: financial statements, a balance sheet, and two years of federal tax returns.
- Identification of any concerns related to the City of Turlock's standard professional services agreement.
- Submit the cost proposal in a separate sealed package entitled "City of Turlock Tourism Services Cost Proposals".

Evaluation of Final Proposals

Consulting firm, or teams, that submit proposals will be evaluated for further consideration on the basis of the following criteria. The content of the proposals must provide sufficient detail to enable the review committee to evaluate proposals on the basis of the criteria listed below.

Qualifications. Consulting firms, or teams, will be evaluated on the basis of experience in performing similar projects. References will be used to assist in this evaluation.

Understanding of project. Consulting firms, or teams, will be evaluated on the basis of how well the consultant communicates an understanding of the marketing and branding project outlined in this RFP.

Approach to project. Proposals will be evaluated on how the proposed project meets the objectives of the City.

Quality of work. Proposals will be judged on the apparent quality of the work performed in similar situations. References will be used to determine the consultants' ability to deliver the results expected.

Personnel. Proposals will be evaluated on the personnel assigned to the project. Specific attention will be placed on personnel who have similar project experience and qualifications to perform the tasks outlined in the RFP.

Value. Proposals will be evaluated on the basis of the approach that will position the City to obtain results and achieve the most success within the framework identified in the proposal – ultimately leading Turlock to economic expansion.

Cost. Proposals will be evaluated on the cost estimate provided in relation to the scope of services outlined.

Collaborating and interfacing – A detailed description outlining how consulting firm will interface and collaborate with the contracted consultants working to develop the economic development and tourism strategies.

Selection Process

The City has the sole authority to select a consultant or a team of consultants for this project and reserves the right to reject any and all proposals. A Review Committee will be established to review and evaluate the submitted proposals based on the criteria outlined above. Additionally, the committee may, in its sole discretion and in the course of its evaluation, request presentations/demonstrations with one or more selected Consultants. Although cost is a significant factor, it will not be the dominant factor. The City reserves the right to continue negotiations after submission of the proposals.

In addition, the City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing consultant of the conditions contained in this request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected.

All consultants will be notified of the status of the review process, and some, but not necessarily all, may be asked to participate in an interview process prior to selecting the successful consultant or team of consultants.

Timelines

Please note the Activity Anticipated Completion Dates

RFP Issued Monday, October 17, 2016

Submittals due Friday, December 2, 2016

Review of Submittals week of December 5, 2016

Interviews Week of December 19, 2017

Recommendation to City Council January 26, 2017

Contract awarded and Professional Services

Agreement Executed February 2017

Proposal Due Date and Submission

Respondents should submit 5 bound copies and 1 unbound reproducible copy by mail or courier. Submittals should not exceed 25 pages, inclusive of any graphic renderings or marketing materials. All hard copy submittals should be directed to the below contact no later than **5:00 p.m. on Friday, December 2, 2016**:

Maryn Pitt
Assistant to the City Manager for Economic Development and Housing
City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380
mpitt@turlock.ca.us

Contact with other City officials or staff may result in disqualification of the submittal.

Any proposal received after the specified closing date shall not be considered. All submissions must be complete in every respect, and must answer concisely and clearly all questions proposed by the RFP. The City reserves the right to request additional information, as it deems necessary, for the evaluation of the proposals.

Rejection of Proposals

The City of Turlock reserves the right to reject and negotiate any or all proposals received in response to this RFP. The City will not pay for any information requested, nor is it liable for any costs incurred by the respondents in preparing and submitting a proposal.

Award of Contract

Award of contract, if any, will be to the respondent whose proposal for services and professional qualifications are determined by the Economic Development Committee to most fully comply with all the requirements of the RFP and any addenda thereto. The

The City's Evaluation Committee may select one consulting firm or a team of consultants. The selected consultant will be required to enter into a Professional Services Agreement with the City of Turlock which includes the City's standard terms and conditions including insurance requirements (Exhibit A) within thirty (30) business days of notification date of acceptance by the City of Turlock.

Written notification of the City of Turlock's intent to award the contract to a particular respondent will be made to all respondents.

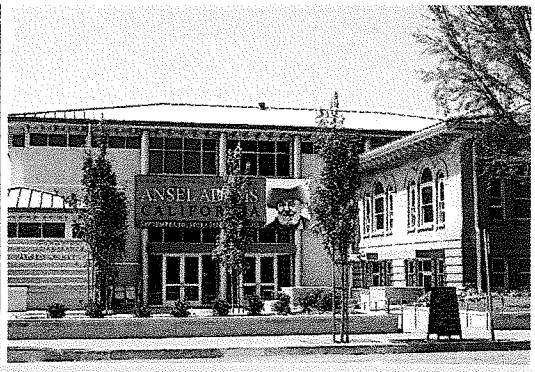
Organization and Authority

The City of Turlock shall retain its authority to provide direction to the project, monitor the progress and recommend acceptance of final submissions to the City of Turlock. All intellectual property acquired from the study will become the property of the City of Turlock.

Appendix A

CITY-STANDARD PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

City of Turlock



RFP for Tourism Strategy

City of Turlock RFP 16-378

Tourism Strategy

Issuance Date November 14, 2016

Introduction

The City of Turlock, California (City) is requesting proposals from qualified firms to provide visitor and tourism services which would capitalize on the opportunities for growth as outlined in this RFP.

The City expects to enter into a Professional Services Agreement (Agreement) with the awarded Service Provider. The anticipated terms and conditions of the Agreement are set forth in attached Exhibit "A", Sample Services Agreement; however, the City may include additional terms and conditions in the Agreement as deemed necessary.

Background

The City of Turlock is located in Stanislaus County, on the eastern side of California's San Joaquin Valley, 100 miles east of the San Francisco Bay Area. The City is on the State Highway 99 corridor, linking it to other Central Valley cities including Stockton and Sacramento to the north and Fresno and Bakersfield to the south. Turlock remains a stand-alone city surrounded by productive agricultural land. The "Jewel of the Central Valley" has long been coined to describe the community's tree lined streets, friendly atmosphere and the charming Main Street which offers a unique taste of Hometown America. In addition to Historic Downtown Turlock which has delightful antique stores, jewelry and fashion boutiques, and enchanting niche stores; Turlock has set itself apart from other San Joaquin Valley communities.

The City of Turlock currently enjoys amenities and activities within the community that have become a driving factor to Turlock budding emergence as a destination location. This new recognition has come with little comprehensive focus, but has benefited the community tremendously. Hotel room stays continue to grow with hotelier reporting 90% and higher occupancy rates ten months or more each year.

The City of Turlock is home to California State University Stanislaus (CSUS), which is part of the highly regarded California State University System. CSU Stanislaus serves almost 10,000 students. Programs offered include 100 academic majors, minors and areas of concentration, along with 24 Master's Degree programs and a Doctorate in Educational Leadership. All of these highly regarded academic programs primarily take place on the 228 acre main campus which offers breathtaking scenery and includes waterfalls, bridges, an open-air amphitheater and sprawling greens. The University has constructed state of the art sports facilities and has hosted several NCAA national sports events.

Further, the City benefits from being home to the Stanislaus County Fairgrounds, a state agricultural facility which hosts events more than thirty two (32) weekend per year and include events such as the largest antique car swap meet in the western United States.

In addition to 24 parks and two major sports complexes scattered throughout the City, residents can enjoy a variety of outdoor activities and sports including the Stanislaus County Fair, Turlock Farmers Market, and Turlock Lake State Recreation Area which is open all year for camping, picnicking, fishing, swimming, boating, and water skiing. Arts and culture also flourish including theatrical and musical performances at the Turlock Community Theatre along with fine arts events at CSU Stanislaus. Other

nearby venues/activities include the Carnegie Arts Center, CSU Stanislaus downtown Art Space, Turlock Historical Museum, Hilmar Cheese Company, Pageo Lavender Farm, and much more.

Turlock strives to be the "Silicon Valley of Food Processing" with a strong ag manufacturing base. The ag manufacturing cluster has also spun off ag tech firms, laboratories and related service businesses which continues to strengthen the City's jobs to housing balance. Base sector employers in the City include Blue Diamond Growers, Foster Farms, Hilmar Cheese, Sensient, Evergreen Packaging, Consolidated Dairy Industries, Meyenberg Goat Milk, and ConAgra and many others.

The City of Turlock has a 9% transit occupancy tax which generates more than $1 million annually. Historically, the City has allocated approximately 1/3 of these funds to be utilized for tourism and visitor enhancing services.

Scope of Services

The selected consultant is expected to provide the following scope of services:

1. Conduct a comprehensive study and analysis of Tourism within the City of Turlock.
    a. Investigate and analyze the number of people visiting Turlock annually to determine the origin and reasons for visiting the community.
    b. Identify community amenities and/or activities that attract visitors to the City.
    c. Evaluate the local hotel industry within the City to determine what tourism activities are promoting overnight stays in Turlock hotels. Conduct analysis through surveys and/or other means to establish how the City tourism strategies could extend those stays.
2. Analyze information within the marketing and branding findings, strategy and preliminary report from the City of Turlock's RFP 16-377 to enhance tourism which promotes the City as a destination location promoting is tourism attributes. The desired outcome is to enhance the duration and frequency of overnight visitors as well as patronage of the City's retail businesses, restaurants and other visitor serving amenities.
    a. Evaluate existing tourism program management and oversight. Recommend options for more effective operations and outcomes.
    b. Identify strategies and opportunities to take the findings of the marketing and branding efforts to generate more visitors.
    c. Evaluate the benefits of a virtual Visitor's Center, wherein person visiting the community can familiarize themselves with amenities, entertainment venues, retail and restaurant establishments.
    d. Develop a set of strategies that serve as a comprehensive Tourism program which identifies and embraces all tourism stakeholders. Among those stakeholders, they should include:

i. CSU Stanislaus

ii. Stanislaus County Fairgrounds

iii. City of Turlock Parks, Recreation and Public Facilities

iv. Turlock Chamber of Commerce

v. Turlock Downtown Property Owners Association (TDPOA)

vi. Carnegie Arts Center

vii. Turlock Community theater

e. Develop a series of options to promote Turlock and its events/attractions and amenities in a way that fits the City's core values and aligns with the City's brand message. For more information, please access this link: http://www.turlock.ca.us/visit

Submission

Interested firms are encouraged to keep their proposals brief and relevant to the Scope of Services. All proposals should include the following:

a. Cover letter with name, address, phone number, and e-mail address of the contact person; identify the capacity this person has to manage and execute a marketing strategy and branding campaign of this magnitude.

b. Identify the project manager and the personnel to be assigned to this engagement (including names, addresses, current phone numbers, and e-mail addresses). Please include resumes for all team members, identify how many years this team has worked together, and a list of projects this team has completed or is currently working on.

c. Identify all sub-consultants (including names, addresses, current phone numbers, and e-mail addresses) and include a resume of related experience, how long the sub-consultant has worked with the marketing consultant, and how many projects the sub-consultant has completed, or is currently working on, with the marketing consultant.

d. Background on the firm and its experience in preparing comprehensive and strategic marketing programs and campaigns, especially for cities and public agencies. Preference shall be given to firms that have a local presence and knowledge of the San Joaquin Valley and the City of Turlock.

e. A narrative that presents the services a firm would provide detailing the approach, methodology, deliverables, and client meetings.

f. A list of tools used to measure reach and frequency when purchasing media (television, radio) and social media tools used to measure effectiveness of print and online advertising and a branding awareness campaign. Experience in media negotiations and placement should be demonstrated.

g. A summary of any suggested approaches the City should consider for this effort.

h. A timeline for the preparation and implementation the tasks/activities being proposed per Scope of Services.

i. At least three (3) public or private references for projects of similar nature to this engagement.

j. List of billable rates for all personnel assigned to project, including hourly rate, media commission percentages, and any other charges that are proposed.

k. Proof of financial soundness: financial statements, a balance sheet, and two years of federal tax returns.

l. Identification of any concerns related to the City of Turlock's standard professional services agreement.

m. Submit the cost proposal in a separate sealed package entitled "City of Turlock Tourism Services Cost Proposals".

The City of Turlock has also issued two Request for Proposals addressing an update to the City's Economic Development Services (RFP 16-373) and a Request for Proposals for Marketing and Branding (RFP 16-377) which have been sequentially issued. Consultants may submit proposals for more than one of the RFP's. The City expects that the submission also include a detailed outline of how the consulting firm will work to interface and collaborate on meshing the output of the three RFP's into a cohesive and useable product.

Please note the Activity Anticipated Completion Dates

RFP Issued Monday, November 14, 2016

Submittals due Friday, December 30, 2016

Review of Submittals week of January 2, 2017

Interviews week of January 16, 2017

Recommendation to City Council February 14, 2017

Contract awarded and Professional Services Agreement Executed February 2017

Respondents should submit 5 bound copies and 1 unbound reproducible copy by mail or courier. Submittals should not exceed 25 pages, inclusive of any graphic renderings or marketing materials. All hard copy submittals should be directed to the below contact no later than **5:00 p.m. on Friday, December 30, 2016**:

Maryn Pitt
Assistant to the City Manager for Economic Development and Housing
City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380
mpitt@turlock.ca.us

Contact with other City officials or staff may result in disqualification of the submittal.

Any proposal received after the specified closing date shall not be considered. All submissions must be complete in every respect, and must answer concisely and clearly all questions proposed by the RFP. The City reserves the right to request additional information, as it deems necessary, for the evaluation of the proposals.

Proposal Guidelines

The City assumes no responsibility for liability for any costs firms may incur in responding to this RFP; including attending meetings, interview sessions and/or contract negotiations. This RFP may be amended and/or revoked at any time prior to final execution of an Agreement with the City. In evaluating the proposals, the City may seek information from a Proposer to clarify their proposal. In that event, Proposer must submit written and signed clarifications and such clarifications shall become part of the proposal.

All proposals shall remain subject to initial acceptance ninety (90) days after the day of submittal.

Materials Available

For the consultant's convenience, the City has provided a series of applicable and related documents at http://www.turlock.ca.us. including:

- Economic Development Plan 2003 and 2014
- Sales tax information
- Economic Profile
- Professional Services Agreement

For further information, please contact Maryn Pitt, Assistant to the City Manager for Economic Development and Housing (209) 668-5540 or mpitt@turlock.ca.us . Questions on this RFP should be submitted in writing solely to Ms. Pitt, preferably by email. All responses from staff will be shared with all interested parties via posting to the project web page at:

http://www.turlock.ca.us/doingbusinessinturlock

Selection Criteria

Factors to be considered in the selection process include:

- The completeness of the submittal.
- Relevant experience of the consultant in producing similar, high-quality campaigns. Prior experience developing and implementing successful identity and branding campaigns for cities or other "place" clients.
- Demonstrated success with community participation.
- The degree to which the branding consultant illustrates its understanding of Turlock and the importance of an identity and branding campaign for the City.
- The quality of example materials and any presentations requested by the Selection Committee.

Selection Process

All statements submitted in response to this RFP will be reviewed and evaluated based on the information contained in the respective responses, an investigation of the consultant's past projects and performance, and other pertinent factors. The City will prepare an analysis of all statements. In addition, the City may form a selection committee and interview a limited number of finalists. The City reserves the right to request additional information as deemed necessary and appropriate. A recommendation will be made to the City Council for the selection of one marketing and branding consultant with whom the City will enter into a Professional Services Agreement.

This solicitation does not commit the City to award a contract, to pay any cost incurred with preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all submittals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this process in its sole and absolute discretion. Subsequent to negotiations, prospective marketing and branding consultants may be required to submit revisions to their proposals. All persons or entities responding to the RFP should note that any contract pursuant to this solicitation is dependent upon the recommendation of the City staff and the approval of the City Council after all legally required steps are taken.

The City reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all submittals without indicating any reason for such rejection. As a function of the Request for Proposals process, the City reserves the right to remedy any technical errors in this Request for Proposals and modify the published scope of services. The City reserves the right to request that specific personnel with specific expertise be added to the team, if the City determines that specific expertise is lacking in the project team. Submittals and other information will not be returned.

The City reserves the right to abandon the Request for Proposals process and/or change its procurement process for the contract at any time if it is determined that abandonment and/or change would be in the City's best interest. The City will not be liable to any consultant for any costs or damage arising out of its response to the Request for Proposals. The selection process is expected to take up to approximately four months as outlined on the attached schedule. Please note the schedule may be altered at the City's discretion.

Appendix A

CITY-STANDARD PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

8H

City Council Synopsis
September 13, 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: Approving Amendment No. 1 to the Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434, covering the period of July 1, 2014 through June 30, 2019, adopted by Resolution No. 2014-168 on October 14, 2014, amending Section 17:02 to add wildland boot reimbursement for Turlock Fire Department Strike Team "red card" holders only

Resolution: Appropriating $10,500 to 110-30-300.44001_97 "Supplies Wildland Boots" from Fund 110 "General Fund" reserve balance for implementation of wildland boot reimbursement

2. DISCUSSION OF ISSUE:

The Turlock Fire Department was awarded the temporary transfer of a Cal OES Type I Engine from the State of California. An agreement between the State of California and Turlock Fire Department was executed late in 2015. By entering into this agreement, the City of Turlock Fire Department agreed to appropriately staff and deploy the state owned apparatus as soon as requested for assignment to regional and state emergencies. In all emergencies the proper safety equipment, gear, and clothing is of the utmost importance.

It can be expected that the Cal OES engine will be deployed to emergencies in areas where wildland equipment, gear, and clothing is needed. Since the City has not routinely engaged in wildland firefighting activities, the Turlock Firefighters MOU, Section 17:02, states that the City will provide wildland gear (equipment) and the Fire employees will provide their own wildland boots. It can be argued that, Cal/OSHA Regulation Section 3410 identifies wildland boots as Personal Protective Equipment (PPE). Based upon the foregoing we believe that the City should provide reimbursement for Turlock Fire Department Strike Team "red card" holders only. Since the City has not routinely engaged in wildland fire activities the

OK for Agenda

parties have agreed that the City was not previously required to provide wildland boots to Fire employees.

Due to the acceptance of the Cal OES engine and the need for every Fire employee who may be deployed to a regional or state emergency on the OES engine, wildland boots have become a necessity and should be provided by the City.

The City has worked with the Turlock Firefighters Local #2434 to develop a wildland boot reimbursement policy. The policy will allow all current TFD Strike Team "red card" holders to be eligible for up to $350 reimbursement for the purchase of wildland safety boots that are NFPA 1977 compliant and meet Turlock Fire policies C4 and H1.

The Fire Chief or his designee, will determine when the boots are deemed "out of service" at which time the Fire employee will be eligible to receive reimbursement for a new pair of wildland boots.

Currently thirty (30) Fire employees hold "red cards" and are strike team eligible. The initial cost to implement the wildland boot program for thirty (30) employees at $350 per pair is $10,500, assuming that each employee is in need of a new pair. After the initial purchase is made, the ongoing annual cost will be less as wildland boots will last more than one (1) fire season and some employees' usage will be more than others.

The City will also be subject to receiving reimbursement from the State of California for deployment of the Firefighters on the OES Engine to Cal Fire events and that reimbursement provides recovery greater than actual City costs, therefore the cost of the wildland boots may be offset by reimbursement revenues.

During discussions with Turlock Firefighters Local #2434, it was agreed upon that reimbursement would be available for compliant wildland boots purchased on or after January 1, 2016, as this date would closely coordinate with arrival of the Cal OES engine.

3. BASIS FOR RECOMMENDATION:

Acceptance of the Cal OES Type 1 Engine from the State of California has increased the need for all Fire employees who hold "red cards" and are strike team eligible to have possession of wildland boots that are NFPA 1977 compliant due to most of the regional and state emergencies in which the Cal OES engine will be deployed in areas where wildland boots are needed for safety.

It can be argued that Cal/OSHA Regulation Section 3410 identifies wildland boots as Personal Protective Equipment (PPE), thus the equipment should be provided by the City now that wildland events could occur on a regular basis.

Historically the City has not routinely engaged in wildland firefighting activities, therefore, this action by the City does not concede/infer/conclude that the City was previously required to provide wildland boots to Fire employees.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 3 Public Safety

General Principles:
1. Public Safety is a core mission for every department and employee of the City.

Action Item:
3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The initial first year cost will be approximately $10,500 for thirty (30) employees at $350 per pair. In subsequent years the fiscal impact will be less as wildland boots should last more than one (1) fire season and the life of each pair will depend on the number of deployments in which they are utilized. Also the City will be able to receive reimbursement from the State of California for deployment of the Firefighters on the OES engine to Cal Fire events. The reimbursement will be greater than the actual cost to the City, thereby providing revenue to help offset the cost of the wildland boots.

Budget Amendment:

Appropriate $10,500 from General Fund reserve to Fire Department account number 110-30-300.44001_097 "Supplies Wildland Boots".

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose not to amend the MOU to provide reimbursement for wildland boots to TFD Strike Team "red card" holders.

AMENDMENT NO. 1
to the
Memorandum of Understanding
between the
CITY OF TURLOCK
and
TURLOCK FIREFIGHTERS LOCAL #2434
Adopted by Resolution No. 2014-168

THIS AMENDMENT, dated September 13, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "Employer") and **LOCAL #2434 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**, (hereinafter "Union").

WHEREAS, the parties hereto previously entered into a Memorandum of Understanding, adopted by Resolution No. 2014-168, dated October 14, 2014, covering the time period of July 1, 2104 through June 30, 2019, detailing wages, benefits, hours, and other terms and conditions of employment; and

WHEREAS, the Turlock Fire Department was awarded the temporary transfer of a Cal OES Type 1 Engine from the State of California in late 2015 for deployment to regional and state emergencies as needed; and

WHEREAS, it can be expected that the Cal OES engine will be deployed to emergencies in areas where wildland equipment, gear, and clothing is protocol for safety thereby making wildland boots a necessity for all current TFD Strike Team "red card" holders that could be deployed to regional and state emergencies on the OES engine; and

WHEREAS, Section 17:02 of the Turlock Firefighters MOU states that the Employer will provide wildland gear and the Fire employee will provide their own wildland boots due to the fact that the City historically has not routinely engaged in wildland fire events; and

WHEREAS, it can be argued that Cal/OSHA Section 3410 identifies wildland boots as Personal Protective Equipment (PPE), thus the equipment should be provided by Employer now that wildland events could occur on a regular basis due to acceptance of Cal OES Type 1 Engine; and

WHEREAS, the Employer has met with Union and developed a wildland boot reimbursement policy allowing TFD Strike Team "red card" holders to be eligible for up to $350 for reimbursement for the purchase of wildland safety boots that are NFPA 1977 compliant and meet Turlock Fire Polices C4 and H1.

OK for Agenda

NOW, THEREFORE, the parties hereto mutually agree to amend said Memorandum of Understanding as follows:

1. Section 17:02 Wildland Clothing of the Memorandum of Understanding is amended to read as follows:

> "The Employer will provide wildland gear and their repair and replacement. Employees will provide appropriate wildland boots and their repair and replacement. Except, employees possessing a current TFD Strike Team "red card" will be eligible to receive up to a $350 reimbursement for the purchase of wildland safety boots. These boots must be NFPA 1977 compliant and adhere to the current Turlock Fire Department Uniform Policy C4, as well as the guidelines for use outlined in Policy H1. The reimbursement will be available for wildland safety boots purchase on or after January 1, 2016."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

TURLOCK FIREFIGHTERS, LOCAL #2434

By: _____ Date Signed: _____
Paul Aria, President

TALBOT LAW GROUP

By: _____ Date Signed: _____
Timothy K. Talbot, Labor Representative

CITY OF TURLOCK

By: _____ Date Signed: _____
Gary R. Hampton, City Manager

APPROVED AS TO FORM:

By: _____ Date Signed: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____ Date Signed: _____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $10,500 TO 110-30-300.44001_097 "SUPPLIES WILDLAND BOOTS" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE FOR IMPLEMENTATION OF WILDLAND BOOT REIMBURSEMENT	**RESOLUTION NO. 2016-**

WHEREAS, the Turlock Fire Department entered in to an agreement with the State of California in 2015, where they agreed to appropriately staff and deploy the state owned Cal OES Type I Engine on loan to the City of Turlock; and

WHEREAS, proper wildland equipment, gear and clothing is of the utmost importance; and

WHEREAS, pursuant to the current Turlock Firefighters MOU, Section 17:02, the City will provide wildland gear (equipment) and Fire employees will provide their own wildland boots; and

WHEREAS, a wildland boot reimbursement policy has been developed that will allow all current Turlock Fire Department Strike Team "red card" holders to be eligible for up to $350 reimbursement for the purchase of wildland safety boots that are NFPA 1977 compliant and meet Turlock Fire policies C4 and H1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $10,500 to 110-30-300.44001_097 "Supplies Wildland Boots" from Fund 110 "General Fund" reserve balance for implementation of wildland boot reimbursement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California