

City Council Agenda



SEPTEMBER 27, 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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. **A. CALL TO ORDER**

B. SALUTE TO THE FLAG

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

- A. Proclamation: Breast Cancer Awareness Month, October 2016, supported by Turlock Fire Department
- B. Recognition: Million Acts of Kindness
- C. Presentation: Water Conservation Project, presented by Girl Scout Troop 1371
- D. Presentation: Medic Alert Founders Fund Program, presented by David Leslie, Medic Alert
- E. Presentation: Measure L Transportation Tax Update, presented by Kendall Flint, Flint Strategies and Mike Pitcock, Development Services Director

3. **A. SPECIAL BRIEFINGS**

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

B. STAFF UPDATES

1. Fire Department Training Grounds and Installation of Exhaust Removal Equipment
(*Pitcock/Talloni*)
2. City Landscape Irrigation Conservation Efforts and Challenges (*Van Guilder*)
3. Pet of the Month (*Animal Control*)
4. Crime Statistics (*Amirfar*)

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 8/18/16 in the amount of \$789,031.64; Demands of 8/25/16 in the amount of \$1,312,497.87; Demands of 9/1/16 in the amount of \$99,159.08; Demands of 6/30/16 in the amount of \$1,101,154.28
- B. Motion: Accepting Minutes of Special Meeting of August 30, 2016; Minutes of Regular Meeting of September 13, 2016
- C. Motion: Approving a Subordination Agreement between Mildred R. Sweeten and the City of Turlock, in lieu of calling the lien on the property at 917 Ninth Street (APN 043-008-040), requiring the installation of frontage improvements
- D. 1. Resolution: Determining the Fiscal Impact Analysis being prepared by Economic Planning Systems, re-examining the existing Public Service Mitigation Fee (Community Facilities District #2), is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 (Feasibility and Planning Studies) and/or Section 15273 (Rates, Tolls, Fares, and Charges)

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2. Resolution: Re-appropriating unspent funds of \$9,609 from Fiscal Year 2015-16 to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to prepare a Fiscal Impact Analysis, re-examining the existing Public Service Mitigation Fee (Community Facilities District #2)
- E. Motion: Awarding RFP No. 16-355 and Contract No. 16-080 to Interstate Sales of Auburn, California, for traffic line paint, pavement markers, and miscellaneous supplies for the Parks, Recreation and Public Facilities Department, in an annual amount not to exceed \$40,000, having met all the specifications of the RFP No. 16-355 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
- F. Resolution: Appropriating \$3,500 to account number 110-61-624-073.44055 "Recreation Supplies" from Fund 110 "General Fund" reserve balance to provide funds for supplies to facilitate the flag football program
- G. Resolution: Appropriating \$2,235 to account number 120-10-120.44164 "Pedretti Park Sign" from Fund 120 "Tourism" reserve balance for the production and installation of a Welcome to Turlock sign at Pedretti Park
- H. 1. Motion: Approving the purchase of two (2) 2017 ¾ Ton Regular Cab 2WD Pickup Trucks with Utility Body, one (1) 2017 F-150 Regular Cab 2WD Longbed Pickup Truck, and one (1) 2017 F-150 Regular Cab 2WD Shortbed Pickup Truck for the Municipal Services Department from Downtown Ford Sales of Sacramento, California, through the State of California Contract No. 1-16-23-20A, in an amount not to exceed \$121,768, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5)
2. Resolution: Re-appropriating \$29,997 in unexpended 2015-16 funds to account number 506-00-000-223.51020 "Water Enterprise - Equipment Replacement" for the purchase of two (2) 2017 ¾ Ton Regular Cab 2WD Pickup Trucks with Utility Body from Downtown Ford Sales of Sacramento, California
- I. Motion: Approving Amendment No. 2 to an Agreement between the City of Turlock and Geoanalytical Laboratories for laboratory analysis services, increasing the compensation to an annual amount of \$137,000 during the term of the existing contract
- J. 1. Resolution: Approving modifications to the job classification for the position of Executive Administrative Assistant/Deputy City Clerk, effective October 1, 2016
2. Resolution: Approving a second amendment to the salary schedule of the existing Confidential Schedule of Benefit Plans and Policies, adopted by Resolution No. 2014-166 on October 14, 2014, and amended by Resolution No. 2016-157 on June 28, 2016, to update the schedule to include the modified Executive Administrative Assistant/Deputy City Clerk job classification and salary range and the addition of Office Assistant I/II job classifications and salary ranges
- K. 1. Resolution: Approving modifications to the job description for the position of Senior Lab Analyst, effective September 27, 2016
2. Resolution: Approving modifications to the job description for the position of Lab Analyst I/II, effective September 27, 2016
3. Resolution: Approving modifications to the job description for the position of Environmental Compliance Inspector, effective September 27, 2016
4. Resolution: Approving modifications to the job description for the position of Office Assistant I, effective September 27, 2016
5. Resolution: Approving modifications to the job description for the position of Office Assistant II, effective September 27, 2016
6. Resolution: Approving modifications to the job description for the position of Public Safety Communications Supervisor, effective September 27, 2016

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- L. Resolution: Accepting the filing of the 2016 Local Agency Biennial Notice indicating no amendments are required to the Conflict of Interest Code for the Successor Agency to the Turlock Redevelopment Agency

6. FINAL READINGS

- A. **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, as introduced at the September 13, 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 approve the Fiscal Year 2015-2016 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorize submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorize the Mayor, City Manager or designee to execute related necessary documents. (Ramos)

Recommended Action:

Motion: Approving the Fiscal Year 2015-2016 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the Mayor, City Manager or designee to execute related necessary documents

8. SCHEDULED MATTERS

- A. Request to state the Turlock City Council's opposition to the Draft Substitute Environmental Document (SED) released by the State Water Resources Control Board in support of updating the Bay-Delta Water Quality Control Plan. (Cooke)

Recommended Action:

Resolution: Stating the Turlock City Council's opposition to the Draft Substitute Environmental Document (SED) released by the State Water Resources Control Board in support of updating the Bay-Delta Water Quality Control Plan

- B. Request to determine City Project No. 15-57 "Broadway Parking Lot Reconstruction" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines; award bid and approve an Agreement, in the amount of \$334,941.30 (Fund 305), with MHK Construction, Inc. of Denair, California, for City Project No. 15-57 "Broadway Parking Lot Reconstruction"; re-appropriate \$297,900 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" to be funded from unexpended Fiscal Year 2015-16 Fund 305 "Capital Facility Fees" and appropriating \$111,800 to account number 305-40-422.51307 "129 S. Broadway Parking Lot" to be funded from Fund 305 "Capital Facility Fee" reserves for City Project No. 15-57 "Broadway Parking Lot Reconstruction" to complete the necessary funding required for this project. (Bray)

Recommended Action:

Resolution: Determining City Project No. 15-57 "Broadway Parking Lot Reconstruction" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement, in the amount of \$334,941.30 (Fund 305), with MHK Construction, Inc. of Denair, California, for City Project No. 15-57 "Broadway Parking Lot Reconstruction"

Resolution: Re-appropriating \$297,900 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" to be funded from unexpended Fiscal Year 2015-16 Fund 305 "Capital Facility Fees" and appropriating \$111,800 to account number 305-40-422.51307 "129 S. Broadway Parking Lot" to be funded from Fund 305 "Capital Facility Fee" reserves for City Project No. 15-57 "Broadway Parking Lot Reconstruction" to complete the necessary funding required for this project

- C. Request to determine City Project No. 16-63 "Local Road Improvements - Slurry Seals" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines; award bid and approve an Agreement, in the amount of \$107,305.72 (Fund 217), with California Pavement Maintenance, Inc. of Sacramento, California, for City Project No. 16-63 "Local Road Improvements - Slurry Seals"; appropriate \$118,036.29 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-63 "Local Road Improvements - Slurry Seals" to complete the necessary funding required for this project. (Bray)

Recommended Action:

Resolution: Determining City Project No. 16-63 "Local Road Improvements - Slurry Seals" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement, in the amount of \$107,305.72 (Fund 217), with California Pavement Maintenance, Inc. of Sacramento, California, for City Project No. 16-63 "Local Road Improvements - Slurry Seals"

Resolution: Appropriating \$118,036.29 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-63 "Local Road Improvements – Slurry Seals" to complete the necessary funding required for this project

- D. Request to reaffirm Resolution No. 2016-199 to determine the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue, 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; rescind Resolution No. 2016-200 and adopt a new Resolution to authorize the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, October 28, 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. (*Van Guilder*)

Recommended Action:

Resolution: Reaffirming Resolution No. 2016-199 determining the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue, for Turlock High School to host the Turlock High School Homecoming Parade, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Rescinding Resolution No. 2016-200 and adopting a new Resolution authorizing the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, October 28, 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

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 November 8, 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: (2 cases)

13. ADJOURNMENT

**IN HONOR OF
BREAST CANCER AWARENESS MONTH
OCTOBER 2016**

WHEREAS, it is estimated that over 231,000 women and 2,300 men were diagnosed with breast cancer in 2015; and

WHEREAS, approximately 40,000 of those diagnosed are expected to die from breast cancer; and

WHEREAS, to increase awareness of this disease, October is Breast Cancer Awareness Month; and

WHEREAS, this is an annual campaign designed to increase education about early detection, the cause, diagnosis, treatment, and support for survivors; and

WHEREAS, members of the Turlock Fire Department will support breast cancer awareness by wearing specially designed pink tee shirts as part of their uniform in October; and

WHEREAS, in addition, other City staff members are authorized and encouraged to wear the pink Turlock Fire tee shirt every Friday throughout the month of October; and

WHEREAS, any member of the public may join in supporting this important cause by purchasing and wearing one of these tee shirts for \$15.00 dollars at turlockfirefighters.org; and

WHEREAS, one hundred percent of the proceeds will be donated to the Bill and Elsie Ahlem Cancer Endowment in Turlock.

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 October 2016, as "**BREAST CANCER AWARENESS MONTH**" in the City of Turlock and urge all citizens to join with City of Turlock Firefighters in this annual campaign to raise awareness and support for this worthy cause.

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 27th day of September, 2016.

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

401

AMY BUBLAK FOR CITY COUNCIL DISTRICT 4 2016

RECEIVED

ASSOCIATED FEED
PO BOX 2367
TURLOCK, CA 95381

SEP 20 2016

Office of the
City Clerk

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

MY GLOBAL REALTY
621 14TH STREET STE E
MODESTO, CA 95354

RICHARD SWANSON
2606 N QUINCY ROAD
TURLOCK, CA 95382

4C2
JUL 12 2016
City of Lincoln
Administrative Services

Council Agenda

Date - July 12, 2016

Top Ten / Maximum Contributors

Councilmember Bill DeHart

Contributors

Associated Feed

John & Jeani Ferrari

Smith Chevrolet

TABPAC

Alan Marchant

TAPO PAC

JKB Energy

Andrew Wigglesworth

Denio Construction

Advanced Health Technology

RECEIVED 4C3

JUL 18 2016

Office of the
City Clerk

Councilmember Matthew Jacob

Prospector LLC

Turlock Associated Police Officers PAC

Bianca Pirayou

Nashwan Asoofi

Arbella Sarkis

Shadrak Shabbas

Joseph Baba

Ashur Yoseph

Robert Karoukian

Anthony Cooper

RECEIVED 4/6/16

July 26, 2016

JUL 1 8 2016

Top Ten/Maximum Contributors
Councilmember Steven Nascimento

Office of the
City Clerk

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

RECEIVED **LC** 5

JUL 12 2016

Office of the
City Clerk

Associated Feed
California Poultry Association
Dean Doerksen
George Petrulakis
Hall Equities
JKB Living
John Ferrari
Mark and Dana Kirkes
Michael and Kristy Frantz
Michael and Deborah Ireland
Michael McNulty
Pacific Gas and Electric
Peter and Maia Cipponerri
Prospector, LLC
Toscana's Ristorante

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

Gary Soiseth

Mayor

City of Turlock, California

SA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
 WEEKLY DEMANDS OF 08/18/16 IN THE }
 AMOUNT OF \$789,031.64; }
 WEEKLY DEMANDS OF 08/25/16 IN THE }
 AMOUNT OF \$1,312,497.87; }
 WEEKLY DEMANDS OF 09/01/16 IN THE }
 AMOUNT OF \$99,159.08; }
 MONTHLY DEMANDS OF 06/30/16 IN THE }
 AMOUNT OF \$1,101,154.28 }

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:
08/18/16	\$789,031.64
08/25/16	\$1,312,497.87
09/01/16	\$99,159.08
06/30/16	\$1,101,154.28

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:

ATTEST:

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

Payment Register

From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108222	08/17/2016	Open			Utility Management Refund	ANDERSEN, DENVER	\$113.99		
AP - Accounts Payable Check									
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		869368-002	MOVE-OUT CREDIT Cash Account	08/17/2016	Refund	\$113.99		
	420 - WATER			420.11000 (Cash)					
108223	08/17/2016	Open			Utility Management Refund	CORBETT, DAWN	\$18.67		
AP - Accounts Payable Check									
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		830267-003	MOVE-OUT CREDIT Cash Account	08/17/2016	Refund	\$18.67		
	420 - WATER			420.11000 (Cash)					
108224	08/17/2016	Open			Utility Management Refund	DUTRA, JUDY	\$265.63		
AP - Accounts Payable Check									
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		189278-006	MOVE-OUT CREDIT Cash Account	08/17/2016	Refund	\$265.63		
	420 - WATER			420.11000 (Cash)					
108225	08/17/2016	Open			Utility Management Refund	MENESES, ERIC	\$123.66		
AP - Accounts Payable Check									
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		849944-005	MOVE-OUT CREDIT Cash Account	08/17/2016	Refund	\$123.66		
	420 - WATER			420.11000 (Cash)					
108226	08/18/2016	Open			Accounts Payable	4LEAF INC	\$6,220.42		
AP - Accounts Payable Invoice									
	511-15-018		08/15/2016	PLAN CHECK SERVICE FOR BP#15-1273			\$890.50		
	511-15-019		08/15/2016	PLAN CHECK SERVICE FOR BP#15-1378			\$632.45		
	511-15-016		08/15/2016	PLAN CHECK SERVICE FOR BP#15-1212			\$1,429.27		
	511-15-020		08/15/2016	PLAN CHECK SERVICE FOR BP#15-1423			\$990.60		
	511-16-003		08/15/2016	PLAN CHECK SERVICE FOR BP#16-0102			\$1,417.00		
	511-16-001		08/15/2016	PLAN CHECK SERVICE FOR BP#16-0013			\$276.90		
	511-16-002		08/15/2016	PLAN CHECK SERVICE FOR BP#16-0014			\$276.90		
	511-16-004		08/15/2016	PLAN CHECK SERVICE FOR BP#16-0132			\$306.80		
	Paying Fund			Cash Account			Amount		
	405 - Building			405.11000 (Cash)			\$6,220.42		

JA

Payment Register

From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

Invoice	Date	Description	Amount
108227	08/18/2016	Open	
1-657981	08/15/2016	RENTAL TEMPORARY RESTROOMS AT TRTC - JULY	\$152.29
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	\$152.29
108228	08/18/2016	Open	
Invoice		Accounts Payable	Amount
9800289530	06/30/2016	PAST DUE INVOICE CYLINDER NOT SENT TO FIRE	\$5.75
9800289529	06/30/2016	PAST DUE INVOICE CYLINDER NOT SENT TO FIRE	\$5.75
9053135967	08/15/2016	CYL TESTING	\$26.25
9053135966	08/15/2016	CYL TESTING	\$52.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$90.25
108229	08/18/2016	Open	
Invoice		Accounts Payable	Amount
8/07/16 - PD	08/15/2016	Acct# 234 371-3447 543 0/ Police Dept	\$33.29
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$33.29
108230	08/18/2016	Open	
Invoice		Accounts Payable	Amount
97987473	06/30/2016	JOX BOX BATTER BOX/SET 2 FOR TRSC	\$1,079.67
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	\$1,079.67
108231	08/18/2016	Open	
Invoice		Accounts Payable	Amount
52678	06/27/2016	SKIP TRACING PROGRAM	\$112.56
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$112.56
108232	08/18/2016	Open	
Invoice		Accounts Payable	Amount
199390	08/15/2016	FLYER SIDEWALK AND STREET UPDATE	\$1,291.50
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	\$1,291.50
108233	08/18/2016	Open	
Invoice		Accounts Payable	Amount
		CENTRAL VALLEY BUSINESS FORMS	\$1,291.50
		CHAMPION INDUSTRIAL	\$898.91

Payment Register

From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

Invoice	Date	Description	Accounts Payable	CHARTER COMMUNICATIONS	Amount
52171	08/15/2016	WQC - NO A/C AT INSTRUMENTATION BLDG			\$898.91
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$898.91
108234	08/18/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS	\$593.98
Invoice					Amount
0703380 - 8/6/16	08/15/2016	8203 13 001 0703380 / IT Internet			\$65.00
0465535 - 8/12/16	08/15/2016	8203 13 001 0465535 / Admin Internet			\$69.98
0072829 - 8/12/16	08/15/2016	8203 13 005 0072829 / Muni Internet			\$60.00
0461088 - 8/12/16	08/15/2016	8203 13 001 0461088 / City Hall			\$399.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$69.98
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$60.00
501 - Information Technology		501.11000 (Cash)			\$464.00
108235	08/18/2016	Open	Accounts Payable	CITY OF TURLOCK - CASH	\$107.86
Invoice					Amount
8/18/16-REPLN	08/11/2016	FIN AR-REPLENISH PETTY CASH 8/11/16			\$107.86
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$52.55
502 - Engineering		502.11000 (Cash)			\$55.31
108236	08/18/2016	Open	Accounts Payable	CITY OF TURLOCK - CASH	\$78.30
Invoice					Amount
FY 15/16-REPLN	06/30/2016	FIN AR-REPLENISH PETTY CASH 8/11/16			\$78.30
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$67.62
266 - Police Services Grants		266.11000 (Cash)			\$10.68
108237	08/18/2016	Open	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	\$361,906.68
Invoice					Amount
Ck Run 8/9/16	06/30/2016	Check Run 8/9/16 FY 15/16			\$5,475.54
Ck Rn 8/9/16	08/12/2016	Check Run 8/9/16 FY 16/17			\$85,778.49
RX Claim 7/15/16	08/12/2016	RX Claims Period ending 7/15/16			\$79,209.94
CBA-AUG 2016 PRE	08/16/2016	CBA - AUG 2016 PREMIUMS			\$191,442.71
Paying Fund		Cash Account			Amount
511 - Health Care		511.11000 (Cash)			\$361,906.68
108238	08/18/2016	Open	Accounts Payable	DAVIS, MATTHEW, W	\$450.00
Invoice					Amount
26016	08/15/2016	BOUNCIN BINS - AUGUST 2ND NATIONAL NIGHT			\$450.00
Paying Fund		Cash Account			Amount

Payment Register

From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

170411	08/15/2016	ASPHALT FOR STREETS	\$97.02
1704579	08/15/2016	ASPHALT FOR STREETS	\$93.53
1705083	08/15/2016	ASPHALT FOR STREETS & TRENCH PAVERS	\$218.05
1705573	08/15/2016	ASPHALT FOR STREETS	\$111.02
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	\$410.60
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$109.02

108246 08/18/2016 Open Accounts Payable LOGOS, INC. \$495.00

Invoice	Date	Description	Amount
8/8/16-Supplies	08/12/2016	Flowstop plug kits	\$495.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$495.00

108247 08/18/2016 Open Accounts Payable MISSION LINEN SUPPLY INC \$3,061.20

Invoice	Date	Description	Amount
7/31/16 227932	08/15/2016	ELECTRICAL (WQC) - UNIFORMS	\$194.36
7/31/16 154035	08/15/2016	WASTEWATER (WQC) - UNIFORMS	\$849.14
7/31/16 153948	08/15/2016	WATER DEPT - UNIFORMS	\$166.10
7/31/16 203896	08/15/2016	SPORTS (TRSC) - UNIFORMS	\$24.96
7/31/16 153971	08/15/2016	STREETS DEPT - UNIFORMS	\$91.40
7/31/16 212628	08/15/2016	STORMS - UNIFORMS	\$71.28
7/31/16 153979	08/15/2016	SEWER (COLLECTIONS) - UNIFORMS	\$144.40
7/31/16 154207	08/15/2016	POLICE DEPT - UNIFORMS	\$37.76
7/31/16 154117	08/15/2016	PEDRETTI - UNIFORMS	\$53.08
7/31/16 153955	08/15/2016	FLEET MAINTENANCE - UNIFORMS/TOWELS	\$427.94
7/31/16 187084	08/15/2016	FIRE STATION 4 - MATS/TOWELS	\$47.40
7/31/16 187080	08/15/2016	FIRE STATION 3 - MATS/TOWELS	\$61.19
7/31/16 187082	08/15/2016	FIRE STATION 2 - MATS/TOWELS	\$136.02
7/31/16 187032	08/15/2016	FIRE STATION 1 - MATS/TOWELS	\$117.76
7/31/16 154209	08/15/2016	CITY HALL - UNIFORMS/MATS	\$193.25
7/31/16 212629	08/15/2016	ASSESSMENT DIST - UNIFORMS	\$251.04
7/31/16 153973	08/15/2016	PARKS DEPT - UNIFORMS	\$194.12
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$787.50
205 - Sports Facilities		205.11000 (Cash)	\$78.04
217 - Streets - Gas Tax		217.11000 (Cash)	\$91.40
246 - Landscape Assessment		246.11000 (Cash)	\$251.04
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,259.18
420 - WATER		420.11000 (Cash)	\$166.10
505 - Fleet		505.11000 (Cash)	\$427.94

108248 08/18/2016 Open Accounts Payable MUNICIPAL EMERGENCY SERVICES, INC. \$58.07

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From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

Invoice	Date	Description	Amount
IN1048057	08/15/2016	HONEYWELL HELMET	\$58.07
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$58.07
108249	08/18/2016	Open	\$182.94
Invoice		Accounts Payable	Amount
664868	08/15/2016	STATION 1 GENERATOR IN STORE PURCHASE	\$182.94
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$182.94
108250	08/18/2016	Open	\$7,524.59
Invoice		Accounts Payable	Amount
PSF - 8/11/16	08/15/2016	8391988340-1 / 244 N Broadway-PSF	\$3,502.16
901Wint -8/10/16	08/15/2016	6349543820-0 / 901 S Walnut Rd	\$27.52
CNG - 8/12/16	08/15/2016	8466606707-3 / 901 S Walnut Rd CNG	\$2,507.26
701WintA-8/11/16	08/15/2016	3794250242-0 / 701 S Walnut Rd Ste A	\$1,377.91
701WintE-8/10/16	08/15/2016	6141210500-1 / 701 S Walnut Rd E	\$8.65
Fire #2 -8/10/16	08/15/2016	6182877164-4 / 791 S Walnut Rd	\$22.91
Fire #1 - 8/9/16	08/15/2016	3159594551-5 / 540 Marshall St	\$78.18
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$3,603.25
217 - Streets - Gas Tax		217.11000 (Cash)	\$8.65
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$27.52
426 - Transit - Fixed Route		426.11000 (Cash)	\$1,377.91
505 - Fleet		505.11000 (Cash)	\$2,507.26
108251	08/18/2016	Open	\$374.00
Invoice		Accounts Payable	Amount
2070802	08/15/2016	CITY HALL SHREDDING - JULY 2016	\$112.00
2070804	08/15/2016	PD RECORDS SHREDDING - JULY 2016	\$22.00
2070805	08/15/2016	PD MAIL ROOM SHREDDING - JULY 2016	\$40.00
2070806	08/15/2016	PD OPERATIONS SHREDDING - JULY 2016	\$54.00
2070807	08/15/2016	PD DISPATCH SHREDDING - JULY 2016	\$22.00
2070808	08/15/2016	PD DETECTIVES SHREDDING - JULY 2016	\$40.00
2070809	08/15/2016	FIRE/NEIGHBORHOOD (NP) SHREDDING - JULY 2016	\$22.00
2070810	08/15/2016	MUNI SERV & WATER SHREDDING - JULY 2016	\$11.00
2070803	08/15/2016	MUNICIPAL ADMIN SHREDDING - JULY 2016	\$20.00
2070811	08/15/2016	RECREATION SHREDDING - JULY 2016	\$11.00
2070812	08/15/2016	HUMAN RESOURCES SHREDDING - JULY 2016	\$20.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$343.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$31.00

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From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

Invoice	Date	Description	Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	Amount
108252	08/18/2016	Open			\$425.00
2278	06/30/2016	SR15-01,14-28 INTERSECTION IMPROVE AT GOLDEN STATE BLVD/FULKERTH Cash Account			\$425.00
		Paying Fund			Amount
		215 - Streets - Grant Funded Projects			\$425.00
108253	08/18/2016	Open			\$105.00
SI-00539	08/15/2016	JULY 2016 - CAR WASHES FOR 30 VEHICLES Cash Account			\$105.00
		Paying Fund			Amount
		110 - General Fund			\$98.00
		410 - WATER QUALITY CONTROL (WQC)			\$3.50
		502 - Engineering			\$3.50
108254	08/18/2016	Open			\$480.00
1816258	08/15/2016	MONTHLY MONITORING FOR CITY HALL - JULY 2016			\$70.00
1816599	08/15/2016	MONTHLY MONITORING FOR PSF - JULY 2016			\$410.00
		Paying Fund			Amount
		110 - General Fund			\$480.00
108255	08/18/2016	Open			\$5,000.00
00008	08/16/2016	Seasonal Flu Shots			\$5,000.00
		Paying Fund			Amount
		110 - General Fund			\$5,000.00
108256	08/18/2016	Open			\$292.93
32113	06/30/2016	MAY/JUNE 2016 REPAIRS			\$292.93
		Paying Fund			Amount
		110 - General Fund			\$292.93
108257	08/18/2016	Open			\$693.48
217318	08/15/2016	36RDR PER DRIVER			\$267.34
217317	08/15/2016	BACK PACK BLOWER			\$426.14
		Paying Fund			Amount
		110 - General Fund			\$693.48

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From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

Invoice	Date	Description	Accounts Payable	Amount
108258	08/18/2016	Open	STANISLAUS COUNTY	\$4,662.02
Invoice				
46540	06/30/2016	EMERGENCY SERVICES ANNUAL FEE 15/16		\$4,662.02
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$4,662.02
108259	08/18/2016	Open	STANTEC CONSULTING INC	\$12,192.17
Invoice				
1079506	08/15/2016	TURLOCK MUNICIPAL AIRPORT OBSTRUCTION SURVERY		\$7,285.34
1079509	08/15/2016	TURLOCK MUNICIPAL AIRPORT ALP - UPDATE		\$4,906.83
Paying Fund		Cash Account		Amount
401 - Airport		401.11000 (Cash)		\$12,192.17
108260	08/18/2016	Open		\$150,561.08
Invoice				
Fire - 8/7/16	08/15/2016	000208-003110-0002 / Fire Station 4		\$271.92
PO 237 - 8/18/16	08/15/2016	Multiple COT Accounts paid on PO 237		\$14,105.99
Fire - 8/05/16	08/15/2016	000208-030754-0004 / Fire Station 1		\$1,085.40
Rec - 8/09/16	08/15/2016	000208-030977-0003 / 144 S Broadway		\$24.68
Rec - 8/9/16	08/15/2016	000208-030977-0005 / 144 S Broadway		\$334.39
Fire - 8/07/16	08/15/2016	000208-003110-0001 / Fire Station 4		\$102.17
Strmt: 8/02/16	08/15/2016	000208-012362-0008/ 901 S Walnut (Water Treatment Facility)		\$134,636.53
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$4,688.76
216 - Streets - Local Transportation		216.11000 (Cash)		\$3,852.09
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$141,994.42
420 - WATER		420.11000 (Cash)		\$25.81
108261	08/18/2016	Open	TURLOCK DOOR & WINDOW INC	\$1,368.00
Invoice				
7847	08/15/2016	REMOV & INSTALL COUNTER TOP GLASS IN FINACE		\$1,368.00
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$684.00
420 - WATER		420.11000 (Cash)		\$684.00
108262	08/18/2016	Open	TURLOCK SCAVENGER CO INC	\$61,998.44
Invoice				
JULY 2016 TRUEUP	08/18/2016	July 2016 True Up		\$61,998.44
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$61,998.44
108263	08/18/2016	Open	TURLOCK UMPIRE GROUP	\$5,804.00
Invoice				
Accounts Payable				

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From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

Invoice	Date	Description	Amount
7/31/16-JUL 16	08/12/2016	July Softball Games Invoice	\$5,804.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$5,804.00
108264	08/18/2016	Open	
Invoice		Accounts Payable	TURLOCK UNIFIED
SUMMER 16-JR VOL	08/16/2016	Jr High Volleyball Camp	Amount
SUMMER 16-OPEN V	08/16/2016	Open Gym Volleyball	\$704.20
Paying Fund		Cash Account	\$1,560.30
110 - General Fund		110.11000 (Cash)	Amount
			\$2,264.50
108265	08/18/2016	Open	
Invoice		Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE
8/9/16-Training	08/12/2016	8/9/16-Training-lunch provided	Amount
Paying Fund		Cash Account	\$400.00
110 - General Fund		110.11000 (Cash)	Amount
			\$400.00
108266	08/18/2016	Open	
Invoice		Accounts Payable	UNION PACIFIC RAILROAD
282174812	06/30/2016	Bill #282174812 Prop Taxes in Lieu of Rent (7/1/15-6/30/16)/1	Amount
Paying Fund		Cash Account	\$263.53
110 - General Fund		110.11000 (Cash)	Amount
			\$263.53
108267	08/18/2016	Open	
Invoice		Accounts Payable	UNITED RESOURCE SYSTEMS INC
URS-6288-JUN16	06/30/2016	URS-6288 JUNE 2016 COLLECTION FEES	Amount
URS-6288-APR16	06/30/2016	URS 6288 APRIL 2016 COLLECTION FEES	\$696.07
URS-6310-APR16	06/30/2016	URS 6310 APRIL 2016 COLLECTION FEES	\$3.21
URS-6288-MAY16	06/30/2016	URS 6288 MAY 2016 COLLECTION FEES	\$81.84
Paying Fund		Cash Account	\$138.25
110 - General Fund		110.11000 (Cash)	Amount
			\$325.21
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$329.24
420 - WATER		420.11000 (Cash)	\$264.92
108268	08/18/2016	Open	
Invoice		Accounts Payable	US BANK-VISA
7/22/16 x 9452	08/15/2016	US Bank / Procurement-Card Statement 7-22-16	Amount
Paying Fund		Cash Account	\$69,161.75
110 - General Fund		110.11000 (Cash)	Amount
116 - Special Public Safety		116.11000 (Cash)	\$25,129.69
120 - Tourism		120.11000 (Cash)	\$174.57
			\$52.74

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From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

205 - Sports Facilities	205.11000 (Cash)	\$1,138.03
217 - Streets - Gas Tax	217.11000 (Cash)	\$4,206.33
228 - Park Development Tax	228.11000 (Cash)	\$2,306.11
240 - Small Equipment Replacement	240.11000 (Cash)	\$355.54
246 - Landscape Assessment	246.11000 (Cash)	\$3,657.86
255 - CDBG	255.11000 (Cash)	\$30.90
266 - Police Services Grants	266.11000 (Cash)	\$1,950.59
270 - Recreation Grants	270.11000 (Cash)	\$2,302.49
301 - Capital Improvements	301.11000 (Cash)	\$1,321.72
307 - NE Turlock Master Plan	307.11000 (Cash)	\$69.30
405 - Building	405.11000 (Cash)	\$24.95
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$19,268.09
420 - WATER	420.11000 (Cash)	\$3,050.42
425 - Transit - Dial-A-Ride	425.11000 (Cash)	\$66.02
426 - Transit - Fixed Route	426.11000 (Cash)	\$2,142.42
501 - Information Technology	501.11000 (Cash)	\$8.75
502 - Engineering	502.11000 (Cash)	\$1,380.07
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	\$433.71
602 - Downtown Improvement Project	602.11000 (Cash)	\$91.45

108269 08/18/2016 Open Accounts Payable VAN DE POL ENTERPRISE INC \$1,175.48

Invoice	Date	Description	Amount
CL68510	08/15/2016	7/3/16-7/15/16 FUEL SURCHARGES	\$605.64
CL68740	08/15/2016	7/18/16-7/31/16 FUEL SURCHARGES	\$569.84
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,175.48

108270 08/18/2016 Open Accounts Payable VISION SERVICE PLAN CA \$1,670.97

Invoice	Date	Description	Amount
AUG 2016 PREM	08/16/2016	VSP- AUG 2016 PREMIUMS	\$1,670.97
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	\$1,670.97

108271 08/18/2016 Open Accounts Payable YOUNG, DAVE, E \$7,104.75

Invoice	Date	Description	Amount
A.I. 16-04	08/16/2016	A.I. 16-04/Administrative Investigation	\$7,104.75
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$7,104.75

108272 08/18/2016 Open Accounts Payable DAVID, TRISTA \$90.00

Invoice	Date	Description	Amount
A/C Refund	06/30/2016	A/C REFUND	\$90.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$90.00

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From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

Invoice	Date	Description	Accounts Payable	Department of Forestry and Fire Protection, Dept Acct Office	Amount
108273	08/18/2016	Open			\$388.00
136662	06/30/2016	FSTEP COURSE 5/11/16-5/12/16			\$388.00
		Cash Account			Amount
		110.11000 (Cash)			\$388.00
108274	08/18/2016	Open			\$140.40
		Accounts Payable	EDDY, SARAH		Amount
		MILEAGE REIMBURSEMENT - PELRA 7.27.16			\$140.40
		Cash Account			Amount
		110.11000 (Cash)			\$140.40
108275	08/18/2016	Open			\$660.00
		Accounts Payable	HIS TREE SERVICE		Amount
		IMP SECURITY FOR ENCROACHMENT PERMIT 16-120E			\$660.00
		Cash Account			Amount
		110.11000 (Cash)			\$660.00
108276	08/18/2016	Open			\$550.00
		Accounts Payable	HIS TREE SERVICE		Amount
		IMP SECURITY FOR ENCROACHMENT PERMIT 16-119E			\$550.00
		Cash Account			Amount
		110.11000 (Cash)			\$550.00
108277	08/18/2016	Open			\$30.00
		Accounts Payable	MAGDALENO, HENRY		Amount
		A/C REFUND			\$30.00
		Cash Account			Amount
		110.11000 (Cash)			\$30.00
108278	08/18/2016	Open			\$500.00
		Accounts Payable	MARTIN, FALLON		Amount
		FY 16/17-TCEA EDUCATION REIMBURSEMENT			\$500.00
		Cash Account			Amount
		410.11000 (Cash)			\$500.00
108279	08/18/2016	Open			\$10.00
		Accounts Payable	POLOUS, MARGARET		Amount
		A/C REFUND			\$10.00
		Cash Account			Amount

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From Payment Date: 8/12/2016 - To Payment Date: 8/18/2016

110 - General Fund 110.11000 (Cash) \$10.00

Invoice	Date	Description	Accounts Payable	Amount
108280	08/18/2016	A/C REFUND	SAYERS, BRITNEY	\$30.00
		Paying Fund		Amount
		203 - Animal Fee Forfeiture		\$30.00

Type Check Totals: 59 Transactions \$789,031.64

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$789,031.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	59	\$789,031.64	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$789,031.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	59	\$789,031.64	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$789,031.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	59	\$789,031.64	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$789,031.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	59	\$789,031.64	\$0.00

Payment Register

From Payment Date: 8/19/2016 - To Payment Date: 8/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108281	08/19/2016	Open			Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	\$59,897.16		
	Invoice			Description			Amount		
	Ck Rn 8/16/16		08/17/2016	Check Run 8/16/16 FY 16/17			\$47,080.97		
	Ck Run 8/16/16		06/30/2016	Check Run 8/16/16 FY 15/16			\$12,816.19		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$59,897.16		
108282	08/19/2016	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
	Invoice			Description			Amount		
	8/15/16 Payroll		08/18/2016	8/15/16 Payroll - Faria, Brian - Withholding			\$142.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$142.00		
108283	08/19/2016	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice			Description			Amount		
	8/15/16 Payroll		08/18/2016	8/15/16 Payroll- Becchetti, Peter Withholding			\$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$439.13		
108284	08/23/2016	Open			Utility Management Refund	BABA, CHUCK	\$90.98		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		216712-003	MOVE-OUT CREDIT	08/23/2016	Refund	Amount		
	Paying Fund			Cash Account			\$90.98		
	420 - WATER			420.11000 (Cash)					
108285	08/23/2016	Open			Utility Management Refund	BARAJAS-MORAN, MARIA, MAGDALENA	\$175.79		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		182044-008	MOVE-OUT CREDIT	08/23/2016	Refund	Amount		
	Paying Fund			Cash Account			\$175.79		
	420 - WATER			420.11000 (Cash)					
108286	08/23/2016	Open			Utility Management Refund	FITZPATRICK HOMES	\$14.12		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered		000558-001	MOVE-OUT CREDIT	08/23/2016	Refund	Amount		
	Paying Fund			Cash Account			\$14.12		
	420 - WATER			420.11000 (Cash)					

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Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
08/23/2016 Open	T00361-007	OVERCHARGED ON MOVE- OUT BILL	08/23/2016	Refund	\$133.06
Utility Management Refund		FLORES, CARMEN, M			
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$133.06
108288 08/23/2016 Open					\$209.48
Utility Management Refund		SILVA, JESUS, CARO			
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$209.48
108289 08/23/2016 Open					\$11.73
Utility Management Refund		THOUKIS, GERARD			
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$11.73
108290 08/25/2016 Open					\$5,300.00
Accounts Payable		ABS DIRECT INC			
Invoice					
MP-20160705		Postage Advance for September/October 2016			\$5,300.00
Paying Fund		Cash Account			
110 - General Fund		110.11000 (Cash)			\$5,300.00
108291 08/25/2016 Open					\$5,327.84
Accounts Payable		AFLAC			
Invoice					
325581		AFLAC - AUG 2016 PREMIUM			\$5,327.84
Paying Fund		Cash Account			
104 - Payroll Clearing Fund		104.11000 (Cash)			\$5,327.84
108292 08/25/2016 Open					\$2,237.94
Accounts Payable		AFLAC GROUP INSURANCE			
Invoice					
A071831800		AFLAC-GROUP: AUG 2016 PREMIUM			\$2,237.94
Paying Fund		Cash Account			
104 - Payroll Clearing Fund		104.11000 (Cash)			\$2,237.94
108293 08/25/2016 Open					\$1,045.06
Accounts Payable		All Commercial Fence			
Invoice					
165237		WQC GATE REPAIR			\$1,045.06
Paying Fund		Cash Account			
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$1,045.06

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Invoice	Date	Description	Accounts Payable	AMERICA'S AUTO GLASS	Amount
108294	08/25/2016	Open			\$149.40
4317	08/20/2016	EL05-611 GLASS			\$149.40
		Cash Account			Amount
		110 - General Fund			\$149.40
108295	08/25/2016	Open			\$425.00
		APPLIED PEST MANAGEMENT INC			Amount
566682	08/12/2016	PSF PEST CONTROL - JUNE 2016			\$100.00
566683	08/12/2016	FIRE STATION 2 PEST CONTROL - JUNE 2016			\$45.00
566693	08/12/2016	WQC PEST CONTROL - JUNE 2016			\$220.00
566694	08/12/2016	HARDING PUMP & NW TANK - JUNE 2016			\$60.00
		Cash Account			Amount
		110 - General Fund			\$145.00
		410 - WATER QUALITY CONTROL (WQC)			\$280.00
108296	08/25/2016	Open			\$250.82
		ASSA ABLOY ENTRANCE SYSTEMS US INC.			Amount
01030809	08/18/2016	ADJUSTMENT TO FRONT FOOR PSF #105			\$250.82
		Cash Account			Amount
		240 - Small Equipment Replacement			\$250.82
108297	08/25/2016	Open			\$46.66
		AT&T MOBILITY			Amount
992507796X082016	08/19/2016	992507796 / PD-IT Line			\$46.66
		Cash Account			Amount
		110 - General Fund			\$46.66
108298	08/25/2016	Open			\$1,868.79
		BALSWICK'S TIRE SHOP INC			Amount
150087	08/20/2016	ST92-712 TIRES			\$1,868.79
		Cash Account			Amount
		217 - Streets - Gas Tax			\$1,868.79
108299	08/25/2016	Open			\$198.69
		BLUELINE RENTAL LLC			Amount
33466580001	08/20/2016	WQC AIR COMPRESSOR INSTALL			\$81.23
33823320002	08/20/2016	ELECTRIC BREAKER, DRILL BIT			\$117.46
		Cash Account			Amount
		410 - WATER QUALITY CONTROL (WQC)			\$117.46
		420 - WATER			\$81.23

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Invoice	Date	Description	Accounts Payable	Amount
108300	08/25/2016	Open	BONANDER TRUCKS	\$936.32
Invoice				
727479	08/20/2016	SPARE FOR ORION BUSES		\$1,078.40
CM727479	08/20/2016	CORE RETURN		(\$142.08)
Paying Fund		Cash Account		Amount
426 - Transit - Fixed Route		426.11000 (Cash)		\$936.32
108301	08/25/2016	Open	BORGES & MAHONEY CO	\$11,807.05
Invoice				
137841	06/30/2016	BORGES & MAHONEY CO - CHLORINE PARTS		\$2,569.41
137850	06/30/2016	INVENTORY REPLACEMENT		\$2,305.56
137865	06/30/2016	BORGES & MAHONEY CO - CHLORINE PARTS		\$6,932.08
Paying Fund		INVENTORY REPLACEMENT		Amount
410 - WATER QUALITY CONTROL (WQC)		Cash Account		\$11,807.05
108302	08/25/2016	Open	BRENEMAN INC	\$81,177.50
Invoice				
P#14-24,PP3	08/19/2016	14-24 STORM DRAIN REPAIRS ON CUNTRYSIDE DRIVE		\$81,177.50
Paying Fund		Cash Account		Amount
413 - WQC-Capital Expansion Reserve		413.11000 (Cash)		\$81,177.50
108303	08/25/2016	Open	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$150.00
Invoice				
7/8/16-Claim	08/18/2016	Confidential Medical Exam		\$150.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$150.00
108304	08/25/2016	Open	CALIFORNIA LANDSCAPE AND DESIGN INC	\$11,542.50
Invoice				
34724	06/30/2016	15-28 BRANDON KOCK MEMORIAL SKATEPARK		\$11,542.50
Paying Fund		Cash Account		Amount
228 - Park Development Tax		228.11000 (Cash)		\$11,542.50
108305	08/25/2016	Open	CALIFORNIA POLICE CHIEFS ASSOCIATION INC	\$1,909.00
Invoice				
412 16/17	08/18/2016	2016/2017 ANNUAL CPCA MEMBERSHIP DUES		\$1,764.00
4637	08/18/2016	NINO AMIRFAR - MEMBERSHIP RENEWAL 2016		\$145.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,909.00

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Invoice	Date	Description	Accounts Payable	Amount
108306	08/25/2016	Open	CAROLLO ENGINEERS	\$142,238.53
0151207	08/19/2016	15-39B RWQCF DENITRIFICATION		\$67,841.05
0151206	08/19/2016	15-39A CLARIFIER NO.5		\$74,397.48
Paying Fund		Cash Account		Amount
413 - WQC-Capital Expansion Reserve		413.11000 (Cash)		\$142,238.53
108307	08/25/2016	Open	CENTRAL VALLEY CONCRETE	\$1,336.72
36150	08/22/2016	CONCRETE FOR SKATE PARK		\$659.75
35483	08/22/2016	CONCRETE FOR SKATE PARK		\$676.97
Paying Fund		Cash Account		Amount
228 - Park Development Tax		228.11000 (Cash)		\$1,336.72
108308	08/25/2016	Open	CHAMPION INDUSTRIAL	\$605.45
51843	08/12/2016	CITY HALL - ECONOMIZER FILTERS		\$605.45
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$605.45
108309	08/25/2016	Open	CHARTER COMMUNICATIONS	\$279.97
0695883	08/19/2016	8203 13 001 0695883 / 901 S Walnut Rd (WQC)		\$84.99
0763228	08/19/2016	8203 13 001 0763228 / IT Internet		\$60.00
0071862	08/19/2016	8203 13 005 0071862 / Muni Internet		\$69.98
0071896	08/19/2016	8203 13 005 0071896 / IT Internet		\$65.00
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$112.47
420 - WATER		420.11000 (Cash)		\$42.50
501 - Information Technology		501.11000 (Cash)		\$125.00
108310	08/25/2016	Open	COMBINED BENEFITS ADMINISTRATORS	\$75,825.28
8/15/16-Flex/Dep	08/24/2016	8/15/16-PR-Flex Med/Dependent Care		\$6,386.89
CK Run 8/24	06/30/2016	Check Run 8/24/16 FY 15/16		\$15,365.55
Ck Run 8/23/16	08/24/2016	Check Run 8/23/16 FY 16/17		\$54,072.84
Paying Fund		Cash Account		Amount
511 - Health Care		511.11000 (Cash)		\$75,825.28
108311	08/25/2016	Open	COUNTRY FORD TRUCKS INC	\$3,094.06
5022791	08/20/2016	AD06-0419		\$35.01

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5022966	08/20/2016	ST12-4385A SENSOR	\$148.47
5022980	08/20/2016	AC14-1126 KEY	\$28.11
5023262	08/20/2016	BLT10-1036 THERMOSTAT	\$36.55
5023412	08/20/2016	25 AMP CIRCUIT BREAKER	\$13.52
5023465	08/20/2016	FR08-283 CABLE ASSEMBLY	\$46.52
5023476	08/20/2016	SC09-9026 SENSOR ASSEMBLY	\$114.80
5023522	08/20/2016	1147 - COUNTRY FORD TRUCKS INC BLT10-1037	\$2,575.97
5023536	08/20/2016	AIR COMPRESSOR	\$95.11
Paying Fund		SP06-4286 SHIFT COLUMN PARTS	Amount
110 - General Fund		Cash Account	\$88.15
205 - Sports Facilities		110.11000 (Cash)	\$114.80
217 - Streets - Gas Tax		205.11000 (Cash)	\$148.47
246 - Landscape Assessment		217.11000 (Cash)	\$35.01
410 - WATER QUALITY CONTROL (WQC)		246.11000 (Cash)	\$95.11
426 - Transit - Fixed Route		410.11000 (Cash)	\$2,612.52
426 - Transit - Fixed Route		426.11000 (Cash)	

108312 08/25/2016 Open Accounts Payable CULLIGAN INC Amount \$212.37

Invoice	Date	Description	Amount
JULY 2016	08/20/2016	CULLIGAN - MONTHLY SERVICES	\$91.50
AUGUST 2016	08/20/2016	CULLIGAN - MONTHLY SERVICES	\$120.87
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$212.37

108313 08/25/2016 Open Accounts Payable CYCLE SPECIALTIES INC Amount \$1,194.94

Invoice	Date	Description	Amount
269251	08/18/2016	MOUNT FRONT TIRE	\$215.69
269066	08/18/2016	SERVICE	\$979.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,194.94

108314 08/25/2016 Open Accounts Payable DEL PUERTO WATER DISTRICT Amount \$8,317.56

Invoice	Date	Description	Amount
443	06/30/2016	FEASIBILITY STUDY FOR NVRWP-BILLED THROUGH 6/24/16	\$8,317.56
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$8,317.56

108315 08/25/2016 Open Accounts Payable DELL MARKETING LP Amount \$3,402.00

Invoice	Date	Description	Amount
XK19948R4	08/24/2016	VLA VMWARE Training Credits-for server/storage upgrade	\$3,402.00
Paying Fund		Cash Account	Amount
242 - Computer Replacement		242.11000 (Cash)	\$3,402.00

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Invoice	Date	Description	Accounts Payable	Amount
108316	08/25/2016	Open	DELTA WIRELESS & NETWORK	\$757.08
70555	06/30/2016	1609 - DELTA WIRELESS & NETWORK 4486 INSTALL Cash Account		\$757.08
		110 - General Fund		\$757.08
108317	08/25/2016	Open	DEPT RESOURCE RECYCLING & RECOVERY	\$107.80
		0000001000421		\$107.80
	08/20/2016	182AR00 4TH QUARTER SERVICES Cash Account		\$107.80
		410 - WATER QUALITY CONTROL (WQC)		\$107.80
108318	08/25/2016	Open	DOWNEY BRAND ATTORNEYS	\$7,555.00
		498966		\$7,555.00
	08/20/2016	DOWNEY BRAND - LEGAL SERVICES FOR MUNI SVCS Cash Account		\$7,555.00
		420 - WATER		\$7,555.00
108319	08/25/2016	Open	ENTERPRISE HOLDINGS LLC	\$3,345.64
		10361194		\$3,345.64
	08/18/2016	JULY 2016 RENTALS Cash Account		\$3,345.64
		110 - General Fund		\$3,345.64
108320	08/25/2016	Open	EQUIFAX	\$38.26
		9826129		\$38.26
	08/18/2016	JULY 2016 Cash Account		\$38.26
		110 - General Fund		\$38.26
108321	08/25/2016	Open	FASTENAL COMPANY INC	\$1,451.75
		CATUR118965		\$524.37
	06/30/2016	OPEN PURCHASE ORDER FOR MISC SUPPLIES AND OTHER RELATED ITEMS		\$468.38
	08/20/2016	JANITORIAL & UTILITY SUPPLIES		\$107.71
	08/20/2016	SS SUPPLIES FOR PLATFORM ON FLOATATOR #3		\$351.29
	08/20/2016	JANITORIAL SUPPLIES / UTILITY SUPPLIES Cash Account		\$1,451.75
		410 - WATER QUALITY CONTROL (WQC)		\$1,451.75
108322	08/25/2016	Open	GARTON TRACTOR INC	\$1,463.09

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CT77803	08/20/2016	ST99-7003							\$96.86
ST85549	08/20/2016	OP95-667							\$1,366.23
Paying Fund		Cash Account						Amount	
217 - Streets - Gas Tax		217.11000 (Cash)							\$96.86
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)							\$1,366.23
108323	08/25/2016	Open	Accounts Payable	GCR TIRES & SERVICE					\$1,674.31
Invoice	Date	Description						Amount	
858-23567	08/20/2016	(2) Tires-Municipal Services							\$250.61
858-23843	08/20/2016	CL13-850							\$711.85
858-23957	08/20/2016	CL13-850							\$711.85
Paying Fund		Cash Account						Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)							\$1,423.70
420 - WATER		420.11000 (Cash)							\$250.61
108324	08/25/2016	Open	Accounts Payable	GEOANALYTICAL LAB INC					\$15,432.12
Invoice	Date	Description						Amount	
C6D0412	06/30/2016	WASTEWATER MONTHLY 4/4/16							\$572.25
C6D2102	06/30/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53							\$1,050.00
C6D2701	06/30/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53							\$80.00
C6D0413	06/30/2016	WASTEWATER MONTHLY 4/4/16							\$367.50
C6D0414	06/30/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53							\$147.25
C6D0601	06/30/2016	4/6/16 SERVICES							\$160.12
C6D0701	06/30/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53							\$8,061.00
C6D0409	06/30/2016	DRINKING WATER WELLS 4/4/16							\$447.30
C6D1806	06/30/2016	4/18/16 SERVICES							\$121.80
C6D2001	06/30/2016	DRINKING WATER WELLS 4/20/16							\$30.00
C6B2202	06/30/2016	DRINKING WATER WELLS 2/22/16							\$928.20
C6C2302	06/30/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53							\$1,050.00
C6C0708	06/30/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53							\$812.70
C6B2203	06/30/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53							\$665.00
C6D2101	06/30/2016	GEOANALYTICAL LAB INC - CONTRACT #9900-53							\$30.00
C6D0702	06/30/2016	MONTHLY BIOASSAY 4/7/16							\$909.00
Paying Fund		Cash Account						Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)							\$14,833.02
420 - WATER		420.11000 (Cash)							\$599.10
108325	08/25/2016	Open	Accounts Payable	GOMES & SONS INC, JOE M					\$15,924.94
Invoice	Date	Description						Amount	
719393	08/20/2016	OIL FOR WELL PUMPS							\$906.74
7/16/16-7/31/16	08/19/2016	CUST #24090 - Fuel Expense for 7/16/16 - 7/31/16							\$13,977.87
186444	08/19/2016	Fuel for Fire #3							\$1,040.33
Paying Fund		Cash Account						Amount	
110 - General Fund		110.11000 (Cash)							\$8,281.53

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205 - Sports Facilities	205.11000 (Cash)	\$152.39
217 - Streets - Gas Tax	217.11000 (Cash)	\$1,050.56
246 - Landscape Assessment	246.11000 (Cash)	\$1,073.33
405 - Building	405.11000 (Cash)	\$167.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$959.88
420 - WATER	420.11000 (Cash)	\$1,424.27
425 - Transit - Dial-A-Ride	425.11000 (Cash)	\$2,395.68
426 - Transit - Fixed Route	426.11000 (Cash)	\$343.44
502 - Engineering	502.11000 (Cash)	\$76.18

108326 08/25/2016 Open Accounts Payable GRAINGER INC, W W \$3,135.85

Invoice	Date	Description	Amount
9157674699	08/20/2016	SPRAY NOZZLE	\$133.50
9171298954	08/20/2016	BATTERIES	\$131.47
9171298962	08/20/2016	STREET LIGHT NUMBERS	\$242.80
9178020856	08/20/2016	UTILITIES SUPPLIES THRU MIP2	\$197.50
9184486703	08/20/2016	GAS MIXER DRAIN VALVES	\$355.17
9184486711	08/20/2016	RESTOCK BELTS, WQC EQUIPMENT	\$30.70
9153109807	08/20/2016	JANITORIAL SUPPLIES	\$139.48
9183955989	08/20/2016	203 - GRAINGER INC, W W ORION BUS FREON	(\$108.43)
9183665976	08/20/2016	203 - GRAINGER INC, W W ORION BUS FREON	\$1,779.79
9104473823	06/30/2016	3/4" PVC PIPE	\$54.11
9095202744	06/30/2016	CHEST WADER	\$179.76
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	\$242.80
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,088.19
420 - WATER		420.11000 (Cash)	\$133.50
426 - Transit - Fixed Route		426.11000 (Cash)	\$1,671.36

108327 08/25/2016 Open Accounts Payable GROENIGER & COMPANY \$1,392.82

Invoice	Date	Description	Amount
1194975	08/20/2016	4 JOINTS COUP CLAY	\$1,087.44
1201865	08/20/2016	MANHOLE RING	\$305.38
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,392.82

108328 08/25/2016 Open Accounts Payable HCI SYSTEMS INC \$520.00

Invoice	Date	Description	Amount
62524	06/30/2016	REPAIR AND SERVICE FOR PSF ELEVATOR	\$520.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$520.00

108329 08/25/2016 Open Accounts Payable HILMAR LUMBER INC \$971.47

Invoice	Date	Description	Amount

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Invoice	Date	Description	Accounts Payable	Amount
108333	08/25/2016	Open	INDEPENDENT ELECTRIC INC	\$14.06
	08/20/2016	NEW AIR COMPRESSOR FITTINGS AT WQC		\$14.06
		Cash Account		Amount
		410 - WATER QUALITY CONTROL (WQC)		\$14.06
		410.11000 (Cash)		
108334	08/25/2016	Open	INTERSTATE SALES INC	\$665.66
	06/30/2016	CONE TRAFFIC FOR STREETS		\$665.66
		Cash Account		Amount
		217 - Streets - Gas Tax		\$665.66
		217.11000 (Cash)		
108335	08/25/2016	Open	IPMA-CCC	\$100.00
	08/19/2016	Membership Application Renewal for Sarah		\$50.00
	08/19/2016	Membership Application Renewal for Jessie		\$50.00
		Cash Account		Amount
		110 - General Fund		\$100.00
		110.11000 (Cash)		
108336	08/25/2016	Open	JESTER AUTO WORKS	\$9,377.84
	08/20/2016	1114 - JESTER AUTO WORKS 507 FRONT END DAMAGE		\$9,377.84
		Cash Account		Amount
		110 - General Fund		\$9,377.84
		110.11000 (Cash)		
108337	08/25/2016	Open	JORGENSEN & CO INC	\$71.06
	08/19/2016	ANIMAL SERVICES - NEW EXTINGUISHER & ANNUAL EXTINGUISHER SERVICE		\$71.06
		Cash Account		Amount
		110 - General Fund		\$71.06
		110.11000 (Cash)		
108338	08/25/2016	Open	KEMIRA WATER SOLUTION INC	\$4,993.10
	08/20/2016	KEMIRA WATER SOLUTION INC		\$4,993.10
		Cash Account		Amount
		410 - WATER QUALITY CONTROL (WQC)		\$4,993.10
		410.11000 (Cash)		
108339	08/25/2016	Open	LEHIGH HANSON INC	\$430.06
	08/22/2016	ASPHALT FOR STREETS		\$79.53
	08/22/2016	ASPHALT FOR STREETS & TRENCH PAVERS		\$111.02
	08/22/2016	ASPHALT FOR STREETS		\$127.80

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1706536	08/22/2016	ASPALT FOR STREETS							\$111.71
Paying Fund		Cash Account							Amount
217 - Streets - Gas Tax		217.11000 (Cash)							\$402.30
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)							\$27.76
108340	08/25/2016	Open	Accounts Payable	MERCED COMMUNITY COLLEGE					\$529.00
Invoice		Date	Description						Amount
2784098	06/30/2016	CUSTOMER SERVICE ACADEMY COURSES							\$529.00
Paying Fund		Cash Account							Amount
110 - General Fund		110.11000 (Cash)							\$368.00
255 - CDBG		255.11000 (Cash)							\$23.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)							\$138.00
108341	08/25/2016	Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL					\$1,097.35
Invoice		Date	Description						Amount
190707	08/18/2016	V0946 SPAY							\$60.00
186539	08/18/2016	SURGERY							\$30.00
186925	08/18/2016	SURGERY							\$60.00
186926	08/18/2016	#6-51 SURGERY							\$30.00
18706	08/18/2016	#6-48 CAT							\$30.00
188488	08/18/2016	drugs - euthanisa							\$823.35
188577	08/18/2016	#7-38 SURGERY/VACC							\$64.00
Paying Fund		Cash Account							Amount
110 - General Fund		110.11000 (Cash)							\$823.35
203 - Animal Fee Forfeiture		203.11000 (Cash)							\$274.00
108342	08/25/2016	Open	Accounts Payable	MOTION INDUSTRIES INC - CA82					\$1,120.33
Invoice		Date	Description						Amount
CA82-905907	08/20/2016	BEARING FOR HOT SLUDGE PUMP							\$242.23
CA82-906012	08/20/2016	BEARING AND SEALS FOR IN-PLANT DRAIN PUMP							\$878.10
Paying Fund		Cash Account							Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)							\$1,120.33
108343	08/25/2016	Open	Accounts Payable	NAPA AUTO PARTS					\$254.74
Invoice		Date	Description						Amount
666065	08/20/2016	ST92-750 BATTERY							\$182.94
666073	08/20/2016	PK00-4412 SERPENTINE BELT							\$32.05
665880	08/20/2016	OP01-620 SPARK PLUG							\$2.55
665881	08/20/2016	POL08-1285 HEADLIGHT							\$3.20
665517	08/20/2016	NP06-1150 DISC PADS							\$34.00
Paying Fund		Cash Account							Amount
110 - General Fund		110.11000 (Cash)							\$69.25
217 - Streets - Gas Tax		217.11000 (Cash)							\$182.94

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Invoice	Date	Description	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$2.55
108344	08/25/2016	Open	
		Accounts Payable	\$1,427.50
		NBS GOVERNMENT FINANCE GROUP	
Invoice	Date	Description	Amount
81600026	08/19/2016	16-28 COST RECOVERY BASED ENGINEERING FEE	\$1,427.50
Paying Fund		Cash Account	Amount
502 - Engineering		502.11000 (Cash)	\$1,427.50
108345	08/25/2016	Open	
		Accounts Payable	\$1,578.22
		NEW FLYER INDUSTRIES CANADA ULC	
Invoice	Date	Description	Amount
81015941	08/20/2016	SPARE POWER PACK UNIT	\$440.23
81019166	08/20/2016	BIG AC HOSE	\$268.41
81021090	08/20/2016	OLD ORION BUSES AC COMPRESSOR	\$72.69
81015892	08/20/2016	BLT05-1032 WHEELCHAIR RAMP	\$796.89
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	\$1,578.22
108346	08/25/2016	Open	
		Accounts Payable	\$260.14
		OREILLY AUTO PARTS	
Invoice	Date	Description	Amount
2800-353906	08/20/2016	WT00-500 T/S SWITCH	\$54.88
2800-353572	08/20/2016	TENSIONERS	\$168.33
2800-356243	08/20/2016	CL91-802 PARK/BRAKE VALVE ON DASH	\$17.97
2800-355325	08/20/2016	WT89-515 OLD DUMP TRUCK	\$7.08
2800-348913	08/20/2016	OP80-610 PTO SWITCH FOR DUMP TRUCK	\$11.88
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$29.85
420 - WATER		420.11000 (Cash)	\$61.96
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$168.33
108347	08/25/2016	Open	
		Accounts Payable	\$21.43
		P G & E	
Invoice	Date	Description	Amount
Fire#4 - 8/14/16	08/19/2016	7556584382-0 / 2820 N Walnut-Fire #4	\$21.43
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$21.43
108348	08/25/2016	Open	
		Accounts Payable	\$7,457.35
		PAGE SUPPLY CORPORATION	
Invoice	Date	Description	Amount
053382126-2	08/20/2016	1 BOX SR-2 BUSH	\$361.62
053394971	08/20/2016	1 FLG RED A52	\$868.02
053399664	08/20/2016	2 PALLETS NEAR REC RACK	\$1,582.09
053409456	08/20/2016	1 PALLET A52	\$1,286.12
053409497	08/20/2016	RAPU FLG	\$2,976.61

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053409497-1	08/20/2016	1 PIECE SR2			\$132.98
053415157	08/20/2016	1 BX TRK-125			\$249.91
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$1,943.71
420 - WATER		420.11000 (Cash)			\$5,513.64
108349	08/25/2016	Open	Accounts Payable	PAUL'S PAINT COMPANY	\$349.33
Invoice	Date	Description	Amount		
57741	08/20/2016	AEROBIC VALVE VAULT TANK PROJECT	\$176.85		
57770	08/20/2016	HVLP PAINT SPRAYER	\$172.48		
Paying Fund		Cash Account	Amount		
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$349.33		
108350	08/25/2016	Open	Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	\$4,276.33
Invoice	Date	Description	Amount		
2279	08/19/2016	SR06 14-28 INTERS IMPROV AT GOLDEN STATE BLVD/FULKERTH	\$2,500.00		
2246	08/19/2016	SR01 13-65 INTER IMPROV AT OLIVE &WAYSIDE	\$1,776.33		
Paying Fund		Cash Account	Amount		
215 - Streets - Grant Funded Projects		215.11000 (Cash)	\$4,276.33		
108351	08/25/2016	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	\$2,723.27
Invoice	Date	Description	Amount		
K014198	08/20/2016	SUPPLIES TO STOCK SL TRUCK	\$1,056.39		
J856201	08/20/2016	WQC AIR COMPRESSOR	\$146.52		
J916557	08/20/2016	POST TOP LED	\$1,015.82		
J909907	08/20/2016	DISCONNECT FOR NEW AIR COMPRESSOR AT WQC	\$504.54		
Paying Fund		Cash Account	Amount		
246 - Landscape Assessment		246.11000 (Cash)	\$2,072.21		
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$651.06		
108352	08/25/2016	Open	Accounts Payable	POLYDYNE INC	\$7,054.82
Invoice	Date	Description	Amount		
1064789	08/20/2016	Cationic Polymer - Clarifloc 6288	\$7,054.82		
Paying Fund		Cash Account	Amount		
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$7,054.82		
108353	08/25/2016	Open	Accounts Payable	PRICE FORD OF TURLOCK INC	\$4,782.33
Invoice	Date	Description	Amount		
53136	08/20/2016	OP04-691	\$4,782.33		
Paying Fund		Cash Account	Amount		
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$4,782.33		

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\$7,771.66

Invoice	Date	Description	Accounts Payable	Amount
108354	08/25/2016	Open	R & B COMPANY	
Invoice				
S1577819.001	08/20/2016	ROMAC PIPE		\$2,352.85
S1580847.001	08/20/2016	ADAPTER, 90 ELL PIPE		\$887.91
S1581138.001	08/20/2016	ROMAC PIPE		\$1,948.08
S1582523.001	08/20/2016	FIBRELYTE, ROMAC PIPE		\$1,245.69
S1567400.001	06/30/2016	PVC SEWER PIPE		\$1,337.13
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$307.38
420 - WATER		420.11000 (Cash)		\$7,464.28
108355	08/25/2016	Open	RAMONT'S TOW SERVICE	\$310.00
Invoice				
212785	08/20/2016	BLT10-1037		\$310.00
Paying Fund		Cash Account		Amount
426 - Transit - Fixed Route		426.11000 (Cash)		\$310.00
108356	08/25/2016	Open	ROLAND PHD, JOCELYN E	\$2,000.00
Invoice				
12800	08/18/2016	AUGUST 2016 CONTRACT		\$1,000.00
12706	08/18/2016	JULY 2016 CONTRACT		\$1,000.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$2,000.00
108357	08/25/2016	Open	ROMEO MEDICAL CLINIC	\$50.00
Invoice				
7/2016 TB	08/18/2016	BRITTANY RUIZ/STEVE WILLIAMS TB		\$50.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$50.00
108358	08/25/2016	Open	ROTO ROOTER PLUMBING & DRAIN SERVICES	\$795.00
Invoice				
M83712	06/30/2016	ROTO ROOTER - LAB DRAIN REPLACEMENT AND CLEANING		\$795.00
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$795.00
108359	08/25/2016	Open	SAFETY-KLEEN CORPORATION	\$157.74
Invoice				
R002288782	08/20/2016	SELF RECYCLING PARTS WASHER		\$157.74
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$157.74

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Invoice	Date	Description	Accounts Payable	SHARPENING SHOP	Amount
108360	08/25/2016	Open			\$131.55
Invoice					
220024	08/20/2016	PK14-4418 SWITCH ASSEMBLY			\$80.72
220623	08/20/2016	WT05-580 FUEL FILTER			\$50.83
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$80.72
420 - WATER		420.11000 (Cash)			\$50.83
108361	08/25/2016	Open			\$53.22
Invoice					
46223	08/20/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%			\$22.82
46279	08/20/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%			\$180.40
CM46335	08/20/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%			(\$50.00)
CM46047	08/20/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%			(\$100.00)
Paying Fund		Cash Account			Amount
420 - WATER		420.11000 (Cash)			\$53.22
108362	08/25/2016	Open			\$1,019.34
Invoice					
80081	06/30/2016	ICS Chainsaw Blades And Bar			\$1,019.34
Paying Fund		Cash Account			Amount
420 - WATER		420.11000 (Cash)			\$1,019.34
108363	08/25/2016	Open			\$1,392.00
Invoice					
178790	08/18/2016	JULY 2016 FINGERPRINT			\$1,392.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$1,392.00
108364	08/25/2016	Open			\$2,113.50
Invoice					
01126963	08/18/2016	UNIT 507 WIRE PUSH UP BUMPER			\$51.00
01125996	08/18/2016	UNIT #08-1271 REMOVE EMERG EQUIP			\$547.50
01125980	08/18/2016	UNIT #08-1286 REMOVE EMERG EQUIP			\$547.50
01125975	08/18/2016	UNIT #1303 INSTALLED PTT SYSTEM			\$127.50
01125971	08/18/2016	UNIT #1304 INSTALL PTT			\$292.50
01126005	08/18/2016	UNIT #1291 REMOVE EMERG EQUIP			\$547.50
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$2,113.50
108365	08/25/2016	Open			\$4,236.00
Invoice					

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ELAP 001	08/20/2016	Open	ELAP CERTIFICATION LAB #2150	Accounts Payable	T I D	\$4,236.00
Paying Fund			Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,236.00
108366	08/25/2016	Open		Accounts Payable		\$30,317.93
Invoice	Date	Description				Amount
Stmnt: 8/09/16	08/19/2016	000208-024467-0007/ 156 S Broadway (City Hall)				\$7,981.08
PO 246 - 8/25/16	08/19/2016	Multiple COT Accounts paid on PO 246				\$22,336.85
Paying Fund		Cash Account				Amount
110 - General Fund		110.11000 (Cash)				\$8,001.06
216 - Streets - Local Transportation		216.11000 (Cash)				\$22,283.48
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$33.39
108367	08/25/2016	Open		Accounts Payable	TBA AUTO PARTS	\$1,577.58
Invoice	Date	Description				Amount
JULY 2016	08/20/2016	TBA AUTO PARTS - AUTOMOTIVE PARTS & SERVICE				\$1,577.58
Paying Fund		Cash Account				Amount
110 - General Fund		110.11000 (Cash)				\$969.24
205 - Sports Facilities		205.11000 (Cash)				\$69.15
217 - Streets - Gas Tax		217.11000 (Cash)				\$21.72
246 - Landscape Assessment		246.11000 (Cash)				\$69.15
405 - Building		405.11000 (Cash)				\$8.81
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$111.48
420 - WATER		420.11000 (Cash)				\$92.36
425 - Transit - Dial-A-Ride		425.11000 (Cash)				\$71.87
426 - Transit - Fixed Route		426.11000 (Cash)				\$132.22
502 - Engineering		502.11000 (Cash)				\$31.58
108368	08/25/2016	Open		Accounts Payable	TG HYDRAULICS	\$34.19
Invoice	Date	Description				Amount
40854	08/20/2016	BLT10-1037 ALT OIL HOSE				\$18.26
40873	08/20/2016	BLT05-1031 PRESSURE WASHER HOSE LEAK				\$15.93
Paying Fund		Cash Account				Amount
426 - Transit - Fixed Route		426.11000 (Cash)				\$34.19
108369	08/25/2016	Open		Accounts Payable	THERMO KING MODESTO INC	\$887.04
Invoice	Date	Description				Amount
SM68456	08/20/2016	61-600 NEW DRIER, FREON, LABOR				\$887.04
Paying Fund		Cash Account				Amount
426 - Transit - Fixed Route		426.11000 (Cash)				\$887.04
108370	08/25/2016	Open		Accounts Payable	TURLOCK CITY TOW INC	\$229.00
Invoice	Date	Description				Amount

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88481	06/30/2016	PD - SERVICES FOR POL16-1301			\$27.00
85180	06/30/2016	PARKS - SERVICES FOR PK04-4249			\$27.00
89513	06/30/2016	PD - EVIDENCE TOW			\$62.00
85561	06/30/2016	PARKS ASSESSMENTS - SERVICES FOR AD05-0414			\$27.00
85072	08/19/2016	PD - SERVICES FOR POL11-1114			\$32.00
87913	08/19/2016	PD - SERVICES FOR POL08-1284			\$27.00
87889	08/19/2016	PARKS ASSESSMENTS - SERVICES FOR AD06-0419			\$27.00
		Paying Fund		Amount	
		110 - General Fund		\$175.00	
		246 - Landscape Assessment		\$54.00	
108371	08/25/2016	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$700,000.00
	Invoice	Date	Description	Amount	
	AUG 2016 PAYMENT	08/18/2016	AUGUST 2016 PAYMENT	\$700,000.00	
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	\$700,000.00	
108372	08/25/2016	Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$830.00
	Invoice	Date	Description	Amount	
	JUL2016	08/18/2016	#7-13 TO #5-83 SURGERY/VACC	\$830.00	
	Paying Fund		Cash Account	Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)	\$830.00	
108373	08/25/2016	Open	Accounts Payable	UNION PACIFIC RAILROAD	\$418.23
	Invoice	Date	Description	Amount	
	90064605	08/19/2016	14-28 INTERS IMPROV AT N GOLDEN STATE BLVD/FULKERTH	\$418.23	
	Paying Fund		Cash Account	Amount	
	215 - Streets - Grant Funded Projects		215.11000 (Cash)	\$418.23	
108374	08/25/2016	Open	Accounts Payable	UNITED RESOURCE SYSTEMS INC	\$73.12
	Invoice	Date	Description	Amount	
	URS-6288-JUL 16	08/22/2016	URS - 6288 - JULY 2016 COLLECTION FE4ES	\$73.12	
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	\$21.25	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$28.74	
	420 - WATER		420.11000 (Cash)	\$23.13	
108375	08/25/2016	Open	Accounts Payable	UTILITY TELEPHONE, INC.	\$795.84
	Invoice	Date	Description	Amount	
	Stmnt: 8/16/16	08/19/2016	Acct #128444 - Public Safety internet service	\$795.84	
	Paying Fund		Cash Account	Amount	

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Invoice	Date	Description	Accounts Payable	Amount
110 - General Fund				\$795.84
108376	08/25/2016	Open	VERIZON WIRELESS	\$1,401.21
	Invoice			
	9769776045	08/18/2016	PD JUL04-AUG03 2016	\$1,154.11
	9769776049	08/19/2016	RECREATION 7/04/16 - 8/03/16	\$28.94
	9769776050	08/19/2016	HOUSING 7/04/16 - 8/03/16	\$52.92
	9769776048	08/19/2016	BUILDING 7/04/16 - 8/03/16	\$90.47
	9769776051	08/19/2016	CITY MANAGER 7/05/16 - 8/03/16	\$74.77
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$1,257.82
	255 - CDBG	255.11000 (Cash)		\$52.92
	405 - Building	405.11000 (Cash)		\$90.47
108377	08/25/2016	Open	VETERINARY MED CTR INC	\$82.00
	Invoice			
	219840	08/18/2016	#7-68 SURGERY/VACC	\$82.00
	Paying Fund	Cash Account		Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)		\$82.00
108378	08/25/2016	Open	VINE & SONS INC, ER	\$749.39
	Invoice			
	0014137-IN	08/20/2016	VINE & SON - LUBRICATING OIL CONTRACT	\$749.39
	Paying Fund	Cash Account		Amount
	426 - Transit - Fixed Route	426.11000 (Cash)		\$749.39
108379	08/25/2016	Open	WALLACE KUHL & ASSOCIATES	\$992.50
	Invoice			
	201601986	08/19/2016	SR06, 14-29 WATER LINE REPLACEMENT ON PALM & MITCHELL	\$992.50
	Paying Fund	Cash Account		Amount
	420 - WATER	420.11000 (Cash)		\$992.50
108380	08/25/2016	Open	WEST PUBLISHING CORPORATION	\$165.97
	Invoice			
	834459172	08/18/2016	JULY 2016	\$165.97
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$165.97
108381	08/25/2016	Open	WEST STEEL & PLASTIC	\$46.28
	Invoice			
	361281	08/20/2016	FERROUS PROJECT	\$46.28
	Paying Fund	Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$46.28

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108382	08/25/2016	Open	Invoice	08/19/2016	Accounts Payable	ANDERSON LITFIN INC.	Amount	\$291.00
	GP 14-019G			08/19/2016	DUST CONTROL SECURITY FOR GRADING PERMIT 14-019G	Cash Account	\$291.00	
	Paying Fund					110.11000 (Cash)	Amount	\$291.00
	110 - General Fund							
108383	08/25/2016	Open	Invoice	08/19/2016	Accounts Payable	ANDERSON LITFIN INC.	Amount	\$1,100.00
	EP 15-221E			08/19/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 15-221E	Cash Account	\$1,100.00	
	Paying Fund					110.11000 (Cash)	Amount	\$1,100.00
	110 - General Fund							
108384	08/25/2016	Open	Invoice	08/22/2016	Accounts Payable	ANJOS, FRANK	Amount	\$60.00
	Reimbursement			08/22/2016	REIMBURSEMENT FOR PESTICIDE CERT.	Cash Account	\$60.00	
	Paying Fund					410.11000 (Cash)	Amount	\$60.00
	410 - WATER QUALITY CONTROL (WQC)							
108385	08/25/2016	Open	Invoice	08/23/2016	Accounts Payable	BECCHETTI, PETE	Amount	\$192.00
	TR 3992-Per Diem			08/23/2016	PER DIEM FOR TR3992-Rosenbauer Service Seminar	Cash Account	\$192.00	
	Paying Fund					110.11000 (Cash)	Amount	\$192.00
	110 - General Fund							
108386	08/25/2016	Open	Invoice	08/22/2016	Accounts Payable	BRADLEY, LINDA	Amount	\$128.00
	TR3956-PER DIEM			08/22/2016	TR 3956-PER DIEM-BACKGROUND INVESTIGATIONS	Cash Account	\$128.00	
	Paying Fund					110.11000 (Cash)	Amount	\$128.00
	110 - General Fund							
108387	08/25/2016	Open	Invoice	08/10/2016	Accounts Payable	Butler, Katherine	Amount	\$162.00
	TR3987PerDiemKB			08/10/2016	TR 3987 - Per Diem for KButler for PC 832 Firearms	Cash Account	\$162.00	
	Paying Fund					110.11000 (Cash)	Amount	\$162.00
	110 - General Fund							
108388	08/25/2016	Open	Invoice	08/10/2016	Accounts Payable	COLLEGE OF THE SEQUOIAS	Amount	\$50.50
	TR3987PerDiemKB			08/10/2016	TR 3987 - Tuition for KButler for PC 832 Firearms	Cash Account	\$50.50	
	Paying Fund						Amount	

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Invoice	Date	Description	Accounts Payable	Contia Costa County Sheriffs Office	Amount
110 - General Fund					\$50.50
108389	08/25/2016	Open	Accounts Payable	Contia Costa County Sheriffs Office	\$562.00
TR3977 Tuition	08/22/2016	TR3977 Tuition for KCarey & RYerzy for Records Basic Course			\$562.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$562.00
108390	08/25/2016	Open	Accounts Payable	DUROY, RICHARD	\$128.00
TR3956-PER DIEM	08/22/2016	TR 3956-PER DIEM-BACKGROUND INVESTIGATIONS			\$128.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$128.00
108391	08/25/2016	Open	Accounts Payable	FARRAR, DAN	\$275.00
TR3956-PER DIEM	08/22/2016	TR 3956-PER DIEM-BACKGROUND INVESTIGATIONS			\$275.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$275.00
108392	08/25/2016	Open	Accounts Payable	FULTZ, RICH	\$598.86
FY16/17-Prof Dev	08/18/2016	Professional Development-FY 16-17 Fultz			\$598.86
Paying Fund		Cash Account			Amount
502 - Engineering		502.11000 (Cash)			\$598.86
108393	08/25/2016	Open	Accounts Payable	GILLISPIE, GEORGE	\$128.00
TR 3956-PER DIEM	08/22/2016	TR 3956-PER DIEM-BACKGROUND INVESTIGATIONS			\$128.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$128.00
108394	08/25/2016	Open	Accounts Payable	GOMEZ, MARK	\$600.00
FY16/17-Prof Dev	08/18/2016	Professional Development FY 16-17 Gomez			\$600.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$600.00
108395	08/25/2016	Open	Accounts Payable	HARCKSEN, MICHAEL	\$192.00
TR 3992-Per Diem	08/23/2016	PER DIEM FOR TR3992-Rosenbauer Service Seminar			\$192.00

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From Payment Date: 8/19/2016 - To Payment Date: 8/25/2016

Paying Fund	Invoice	Date	Description	Accounts Payable	Amount
110 - General Fund			Cash Account		\$192.00
110 - General Fund			110.11000 (Cash)		
108396	08/25/2016	Open		HASCO TAG COMPANY, c/o Tom Haas	\$396.34
	Invoice				
85254000	08/18/2016		ANIMAL TAGS		\$396.34
Paying Fund			Cash Account		Amount
110 - General Fund			110.11000 (Cash)		\$396.34
108397	08/25/2016	Open		HCC PROPERTIES, LTD.	\$6,891.00
	Invoice				
GP 14-17G	08/19/2016		DUST CONTROL SECURITY FOR GRADING PERMIT 14-017G		\$6,891.00
Paying Fund			Cash Account		Amount
110 - General Fund			110.11000 (Cash)		\$6,891.00
108398	08/25/2016	Open		HUSKEY, SHERRY	\$128.00
	Invoice				
TR3956-PER DIEM	08/22/2016		TR 3956-PER DIEM-BACKGROUND INVESTIGATIONS		\$128.00
Paying Fund			Cash Account		Amount
110 - General Fund			110.11000 (Cash)		\$128.00
108399	08/25/2016	Open		MALLORY, DAVID	\$192.00
	Invoice				
TR 3992-Per Diem	08/23/2016		PER DIEM FOR TR3992-Rosenbauer Service Seminar		\$192.00
Paying Fund			Cash Account		Amount
110 - General Fund			110.11000 (Cash)		\$192.00
108400	08/25/2016	Open		Modesto Police Department	\$200.00
	Invoice				
Tuition x 4	08/22/2016		TR-N/A Tuition for Basic Traffic Collision for HD,AN,GG,JC		\$200.00
Paying Fund			Cash Account		Amount
110 - General Fund			110.11000 (Cash)		\$200.00
108401	08/25/2016	Open		RAMOS, MARIA	\$600.00
	Invoice				
FY16/17-Prof Dev	08/18/2016		Professional Development FY 16-17 Ramos		\$600.00
Paying Fund			Cash Account		Amount
255 - CDBG			255.11000 (Cash)		\$600.00
108402	08/25/2016	Open		STANISLAUS COUNTY DISTRICT ATTY, ATTN: RUELYN STRONG	\$3,885.92
	Invoice				

Payment Register

From Payment Date: 8/19/2016 - To Payment Date: 8/25/2016

Invoice	Date	Description	Amount
15-3690	08/09/2016	ASSET FORFEITURE - F1506021 0115003690	\$3,885.92
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2.92
201 - Asset Forfeiture		201.11000 (Cash)	\$3,883.00
108403	08/25/2016	Open	\$1,224.49
Invoice		Accounts Payable	Amount
		STANISLAUS COUNTY DISTRICT	
		ATTY , ATTN: RUELYN STRONG	
15-9527	08/09/2016	ASSET FORFEITURE - F1612020 0115009527	\$1,224.49
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$0.49
201 - Asset Forfeiture		201.11000 (Cash)	\$1,224.00
108404	08/25/2016	Open	\$1,156.77
Invoice		Accounts Payable	Amount
		STANISLAUS COUNTY DISTRICT	
		ATTY , ATTN: RUELYN STRONG	
14-5446	08/09/2016	ASSET FORFEITURE - F1506021 0115003690	\$1,156.77
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,156.77
108405	08/25/2016	Open	\$3,850.00
Invoice		Accounts Payable	Amount
		TORRE REICH CONSTRUCTION	
EP 16-44E	08/19/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-044E	\$3,850.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$3,850.00
108406	08/25/2016	Open	\$240.00
Invoice		Accounts Payable	Amount
		TURLOCK IRRIGATION DISTRICT	
GP 15-37G	08/19/2016	IMP SECURITY FOR GRADING PERMIT 15-037G	\$240.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$240.00
108407	08/25/2016	Open	\$142.00
Invoice		Accounts Payable	Amount
		VAN GUILDER, ALLISON	
2017-0000193	08/22/2016	PER DIEM FOR AIRPORT CONFERENCE	\$142.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$142.00
Type Check Totals:		127 Transactions	\$1,312,497.87
AP - Accounts Payable Totals			

Checks	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 8/19/2016 - To Payment Date: 8/25/2016

Open	127	\$1,312,497.87	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	127	\$1,312,497.87	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	\$1,312,497.87	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	127	\$1,312,497.87	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	\$1,312,497.87	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	127	\$1,312,497.87	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	127	\$1,312,497.87	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	127	\$1,312,497.87	\$0.00

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From Payment Date: 8/26/2016 - To Payment Date: 9/1/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108408	08/26/2016	Open			Licensing Refund	RAINBOW #1537	\$839.00		
Licensee Type Licensee Number Transaction Date Transaction Type BUSINESS 4080 08/26/2016 REFUND Paying Fund 110 - General Fund Cash Account 110.11000 (Cash) Amount \$839.00									
108409	09/01/2016	Open			Accounts Payable	4LEAF INC	\$7,647.77		
Invoice Description Amount 511-16-007 08/24/2016 PLAN CHECK SERVICES FOR BP#16-0462 \$1,441.02 511-16-005 08/24/2016 PLAN CHECK SERVICES FOR BP#16-0413 \$2,384.98 511-16-006 08/24/2016 PLAN CHECK SERVICES FOR BP#16-0415 \$3,821.77 Paying Fund 405 - Building 405.11000 (Cash) Amount \$7,647.77									
108410	09/01/2016	Open			Accounts Payable	AT&T / CALNET 3	\$4,383.40		
Invoice Description Amount 000007563961 08/31/2016 BAN #9391034847 / City-wide System \$882.45 000007674489 08/31/2016 2096682612957 (Dec-Jan 2016) \$666.18 000007805563 08/31/2016 BAN #9391034847 / City-wide System \$708.88 000007949654 08/31/2016 2096682612957 (Jan-Feb 2016) \$716.86 000008062174 08/31/2016 BAN #9391034847 / City-wide System \$706.77 000008195575 08/31/2016 2096682612957 (Feb-Mar 2016) \$702.26 2096682612957 (Mar-Apr 2016) 2096682612957 (Apr-May 2016) 2096682612957 (May-June 2016) Paying Fund 110 - General Fund 110.11000 (Cash) Amount \$1,857.48 255 - CDBG 255.11000 (Cash) \$231.07 405 - Building 405.11000 (Cash) \$265.79 410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash) \$514.76 420 - WATER 420.11000 (Cash) \$514.78 501 - Information Technology 501.11000 (Cash) \$157.02 502 - Engineering 502.11000 (Cash) \$767.62 505 - Fleet 505.11000 (Cash) \$74.88									
108411	09/01/2016	Open			Accounts Payable	AT&T INFO SYSTEM	\$378.42		
Invoice Description Amount 0602067050 08/24/2016 Acct #8000-892-5697 / DOJ PD Line \$378.42 Paying Fund Cash Account Amount									

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Invoice	Date	Description	Accounts Payable	AT&T MOBILITY	Amount
110 - General Fund					\$378.42
09/01/2016	Open				\$3,140.28
829405594X082016	08/24/2016	829405594 / IT Cell Phone			\$57.98
995824412X082016	08/24/2016	995824412 / Aircards			\$2,409.07
287262975728X820	08/24/2016	287262975728 / IT Cell Phones & WQC Operator 2, 3, 4 Phones			\$318.17
287262975677X827	08/24/2016	287262975677 / WQC Phones & Data SIM for Eng Dept			\$355.06
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$2,208.66
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$634.78
501 - Information Technology		501.11000 (Cash)			\$255.19
502 - Engineering		502.11000 (Cash)			\$41.65
108413	09/01/2016	Open	Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$2,551.40
Invoice		Description			Amount
7-31-2016	08/29/2016	SRWA - Professional legal services for July 2016			\$2,551.40
Paying Fund		Cash Account			Amount
950 - SRWA		950.11000 (Cash)			\$2,551.40
108414	09/01/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS	\$153.68
Invoice		Description			Amount
0780628 -8/21/16	08/24/2016	8203 13 001 0780628 / 244 N Broadway (PSF TV)			\$153.68
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$153.68
108415	09/01/2016	Open	Accounts Payable	FEDERAL EXPRESS	\$1,107.25
Invoice		Description			Amount
5-519-17389	08/24/2016	Statement 8/19/16 - Shipping Charges			\$1,107.25
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$733.85
215 - Streets - Grant Funded Projects		215.11000 (Cash)			\$63.04
255 - CDBG		255.11000 (Cash)			\$29.36
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$132.89
420 - WATER		420.11000 (Cash)			\$148.11
108416	09/01/2016	Open	Accounts Payable	IBM CORPORATION	\$999.10
Invoice		Description			Amount
Q2046LZ	08/24/2016	SEPTEMBER 2016 BILLING			\$999.10
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$999.10

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Invoice	Date	Description	Amount
108417	09/01/2016	Open	
	Invoice	Accounts Payable	\$2,471.96
		JCS PROPERTIES LLC	
	08/30/2016	JCS -MOBILE HOME RENT SUBSIDY PROGRAM	\$2,471.96
	Paying Fund	Cash Account	Amount
	625 - Successor Agency - LMI	625.11000 (Cash)	\$2,471.96
108418	09/01/2016	Open	
	Invoice	Accounts Payable	\$843.58
		KYOCERA DOCUMENT SOLUTIONS AMERICA INC	
	08/24/2016	LEASE AGREEMENT FOR 9 COPIERS	\$843.58
	Paying Fund	Cash Account	Amount
	110 - General Fund	110.11000 (Cash)	\$804.85
	405 - Building	405.11000 (Cash)	\$19.36
	505 - Fleet	505.11000 (Cash)	\$19.37
108419	09/01/2016	Open	
	Invoice	Accounts Payable	\$394.39
		LEHIGH HANSON INC	
	08/29/2016	ASPHALT FOR STREETS	\$113.11
	1708944	ASPHALT FOR STREETS	\$93.53
	1708429	ASPHALT FOR STREETS & TRENCH PAVERS	\$111.71
	1710301	ASPHALT FOR STREETS & TRENCH PAVERS	\$76.04
	Paying Fund	Cash Account	Amount
	217 - Streets - Gas Tax	217.11000 (Cash)	\$328.44
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$65.95
108420	09/01/2016	Open	
	Invoice	Accounts Payable	\$357.32
		LINCOLN EQUIPMENT INC	
	08/29/2016	50# PULSAR PLUS BRIQUETTES	\$357.32
	Paying Fund	Cash Account	Amount
	110 - General Fund	110.11000 (Cash)	\$357.32
108421	09/01/2016	Open	
	Invoice	Accounts Payable	\$10,534.04
		LUCAS BUSINESS SYSTEMS	
	08/24/2016	Billing for September 2015 - June 2016	\$18,774.27
	CREDIT	CREDIT FROM 3 PAYMENTS SENT (#104902, #104997, #105523)	(\$8,240.23)
	Paying Fund	Cash Account	Amount
	110 - General Fund	110.11000 (Cash)	\$8,072.36
	217 - Streets - Gas Tax	217.11000 (Cash)	(\$7.87)
	246 - Landscape Assessment	246.11000 (Cash)	(\$7.86)
	255 - CDBG	255.11000 (Cash)	\$170.51
	405 - Building	405.11000 (Cash)	\$293.80
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$791.98
	420 - WATER	420.11000 (Cash)	\$330.33

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108422	09/01/2016	Open	Accounts Payable	MAGIC SANDS MOBILE HOME PARK	Amount	\$311.97
	Invoice	Date	Description		Amount	
	September 2016	08/30/2016	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM		\$311.97	
	Paying Fund		Cash Account		Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)		\$311.97	
108423	09/01/2016	Open	Accounts Payable	MGT OF AMERICA INC	Amount	\$5,100.00
	Invoice	Date	Description		Amount	
	28648	08/29/2016	Balance for 2016-17 Cost Allocation / ICRP		\$5,100.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		\$5,100.00	
108424	09/01/2016	Open	Accounts Payable	MULBERRY MOBILE PARK	Amount	\$232.68
	Invoice	Date	Description		Amount	
	September 2016	08/30/2016	MULBERRY-MOBILE HOME RENT SUBSIDY PROGRAM		\$232.68	
	Paying Fund		Cash Account		Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)		\$232.68	
108425	09/01/2016	Open	Accounts Payable	NITRO SOFTWARE, INC	Amount	\$1,391.50
	Invoice	Date	Description		Amount	
	867367	08/30/2016	Nitro Software Assurance 8/18/16-8/17/17		\$1,391.50	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		\$795.93	
	405 - Building		405.11000 (Cash)		\$89.06	
	502 - Engineering		502.11000 (Cash)		\$506.51	
108426	09/01/2016	Open	Accounts Payable	NORMAC INC	Amount	\$1,914.00
	Invoice	Date	Description		Amount	
	733993	08/29/2016	PRE-PLANT FERT FOR TRSC		\$1,914.00	
	Paying Fund		Cash Account		Amount	
	205 - Sports Facilities		205.11000 (Cash)		\$1,914.00	
108427	09/01/2016	Open	Accounts Payable	ROBERT HALF INTERNATIONAL dba OFFICE TEAM	Amount	\$1,344.00
	Invoice	Date	Description		Amount	
	46410139	08/22/2016	TEMPORARY STAFFING FOR FINANCE		\$672.00	
	46451569	08/22/2016	TEMPORARY STAFFING FOR FINANCE		\$672.00	
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,344.00	

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Invoice	Date	Description	Accounts Payable	Amount
108428	09/01/2016	Open	ROMEO MEDICAL CLINIC	\$2,360.00
Invoice				
7/31/16	08/22/2016	Services through 7/31/16-Work Wellness		\$2,360.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$2,115.00
205 - Sports Facilities		205.11000 (Cash)		\$99.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$73.00
420 - WATER		420.11000 (Cash)		\$73.00
108429	09/01/2016	Open	SPRINT	\$1,464.82
Invoice				
637094318-176	08/24/2016	Sprint 7/08/16 - 8/07/16		\$1,464.82
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$361.85
205 - Sports Facilities		205.11000 (Cash)		\$41.00
217 - Streets - Gas Tax		217.11000 (Cash)		\$135.06
246 - Landscape Assessment		246.11000 (Cash)		\$47.20
270 - Recreation Grants		270.11000 (Cash)		\$8.30
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$429.26
420 - WATER		420.11000 (Cash)		\$410.04
505 - Fleet		505.11000 (Cash)		\$32.11
108430	09/01/2016	Open	STANISLAUS COUNCIL OF GOV	\$2,667.00
Invoice				
2016-17 Dues	08/29/2016	StanCOG FYE 2016-17 Dues		\$2,667.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$2,667.00
108431	09/01/2016	Open	T I D	\$22,852.66
Invoice				
PO 275 - 9/01/16	08/19/2016	Multiple COT Accounts paid on PO 275		\$22,852.66
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,730.19
205 - Sports Facilities		205.11000 (Cash)		\$4,317.01
216 - Streets - Local Transportation		216.11000 (Cash)		\$13,379.30
420 - WATER		420.11000 (Cash)		\$1,631.92
426 - Transit - Fixed Route		426.11000 (Cash)		\$268.19
505 - Fleet		505.11000 (Cash)		\$1,526.05
108432	09/01/2016	Open	TURLOCK CITY TOW INC	\$108.00
Invoice				
87658	08/24/2016	FIRE - SERVICES FOR FR08-283		\$27.00

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87991	08/24/2016	Open	PD - SERVICES FOR PD VEHICLE	\$27.00
87581	08/24/2016	Open	PD - SERVICES FOR POL16-1301	\$27.00
93207	08/24/2016	Open	PD - SERVICES FOR POL11-1117	\$27.00
Paying Fund			Cash Account	Amount
110 - General Fund			110.11000 (Cash)	\$108.00
108433	09/01/2016	Open	Accounts Payable	TURLOCK JOURNAL
Invoice				Amount
157585	08/29/2016	Open	FALL RECREATION GUIDE 2016	\$4,275.00
Paying Fund			Cash Account	Amount
110 - General Fund			110.11000 (Cash)	\$4,275.00
108434	09/01/2016	Open	Accounts Payable	VERIZON WIRELESS
Invoice				Amount
9769776047	08/24/2016	Open	ENGINEERING BILLING & EQUIPMENT 7/04/16-8/03/16	\$1,293.82
Paying Fund			Cash Account	Amount
425 - Transit - Dial-A-Ride			425.11000 (Cash)	\$581.02
426 - Transit - Fixed Route			426.11000 (Cash)	\$95.52
502 - Engineering			502.11000 (Cash)	\$617.28
108435	09/01/2016	Open	Accounts Payable	WEST COAST SAND & GRAVEL
Invoice				Amount
1156657	08/29/2016	Open	DECOMPOSED GRANITE FOR SKATE PARK	\$4,288.95
Paying Fund			Cash Account	Amount
228 - Park Development Tax			228.11000 (Cash)	\$4,288.95
108436	09/01/2016	Open	Accounts Payable	WESTERN VIEW MOBILE RANCH
Invoice				Amount
September 2016	08/30/2016	Open	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM	\$2,772.94
Paying Fund			Cash Account	Amount
625 - Successor Agency - LMI			625.11000 (Cash)	\$2,772.94
108437	09/01/2016	Open	Accounts Payable	WESTFORK ESTATES
Invoice				Amount
September 2016	08/30/2016	Open	WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM	\$557.08
Paying Fund			Cash Account	Amount
625 - Successor Agency - LMI			625.11000 (Cash)	\$557.08
108438	09/01/2016	Open	Accounts Payable	ALVAREZ, DIOSCORO RAMON
Invoice				Amount
FY 16/17-ED	08/25/2016	Open	FY 16/17-TCEA ED REIMB. FLASHER BARRICADE COURSE	\$200.00

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Paying Fund	Invoice	Date	Description	Accounts Payable	Amount
110 - General Fund			Cash Account		\$200.00
			110.11000 (Cash)		
108439	09/01/2016	Open		ASSOCIATION OF CALIFORNIA AIRPORTS	\$100.00
	Invoice				
	TR 3991-Reg.Fee	08/29/2016	2016 FALL AIRPORT CONFERENCE FOR ALLISON VAN GUILDER		\$100.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$100.00
108440	09/01/2016	Open		BICKLE, SARA	\$3,217.44
	Invoice				
	SS Overpay 14-16	08/25/2016	Reimbursement of Overpayment of Social Security		\$3,217.44
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$3,217.44
108441	09/01/2016	Open		BUTZ, CLIFFORD	\$200.00
	Invoice				
	FY 16/17-ED	08/25/2016	FY 16/17-TCEA ED. REIMB. FLASHER BARRICADE COURSE		\$200.00
	Paying Fund		Cash Account		Amount
	246 - Landscape Assessment		246.11000 (Cash)		\$200.00
108442	09/01/2016	Open		DOSSETTI, MORGAN	\$200.00
	Invoice				
	FY 16/17-ED	08/25/2016	FY 16/17-TCEA ED REIMB. FLASHER BARRICADE COURSE		\$200.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$200.00
108443	09/01/2016	Open		Epperson, Sheri	\$250.00
	Invoice				
	Permit Refund	08/26/2016	Special Event Deposit Refund		\$250.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$250.00
108444	09/01/2016	Open		GARCIA, JOSE	\$200.00
	Invoice				
	FY 16/17-ED	08/25/2016	FY 16/17-TCEA ED REIMB. FLASHER BARRICADE COURSE		\$200.00
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		\$200.00
108445	09/01/2016	Open		GROSSMAN, CARLO	\$200.00
	Invoice				
	FY 16/17-ED	08/25/2016	FY 16/17-TCEA ED REIMB. FLASHER BARRICADE COURSE		\$200.00
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		\$200.00

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Invoice	Date	Description	Amount
TR 3967-PER DIEM Paying Fund	08/30/2016	TR 3967-PER DIEM-MICROSOFT IGNITE-ATL GA Cash Account	\$200.00
501 - Information Technology		501.11000 (Cash)	\$200.00
108446	09/01/2016	Open	
Invoice		Accounts Payable	
		HERNANDEZ, TANIA	\$1,175.63
Computer Loan Paying Fund	08/26/2016	Computer Loan Reimbursement Cash Account	\$1,175.63
110 - General Fund		110.11000 (Cash)	\$1,175.63
108447	09/01/2016	Open	
Invoice		Accounts Payable	
		JIMENEZ, DARIN	\$200.00
FY 16/17-ED Paying Fund	08/25/2016	FY 16/17-TCEA ED REIMB-FLASHER BARRICADE COURSE Cash Account	\$200.00
110 - General Fund		110.11000 (Cash)	\$200.00
108448	09/01/2016	Open	
Invoice		Accounts Payable	
		LELLHAME, JARED	\$200.00
FY 16/17-ED Paying Fund	08/25/2016	FY 16/17-TCEA ED REIMB. FLASHER BARRICADE COURSE Cash Account	\$200.00
246 - Landscape Assessment		246.11000 (Cash)	\$200.00
108449	09/01/2016	Open	
Invoice		Accounts Payable	
		LOMELI, MARTIN	\$200.00
FY 16/17-ED Paying Fund	08/25/2016	FY 16/17-TCEA ED. REIMB. FLASHER BARRICADE COURSE Cash Account	\$200.00
110 - General Fund		110.11000 (Cash)	\$200.00
108450	09/01/2016	Open	
Invoice		Accounts Payable	
		REISCHMAN, ROBERT	\$200.00
FY 16/17-ED Paying Fund	08/25/2016	FY 16/17-TCEA ED. REIMB. FLASHER BARRICADE COURSE Cash Account	\$200.00
110 - General Fund		110.11000 (Cash)	\$200.00
108451	09/01/2016	Open	
Invoice		Accounts Payable	
		Rodriguez, Joey	\$580.00
TR3986PerDiemJR Paying Fund	08/10/2016	TR 3986 Per Diem for JRodriguez for ICI Major Drug/Narcotics Cash Account	\$580.00
110 - General Fund		110.11000 (Cash)	\$580.00

Payment Register

From Payment Date: 8/26/2016 - To Payment Date: 9/1/2016

Invoice	Date	Description	Accounts Payable	SILVEIRA, SAM	Amount
108452	09/01/2016	Open			\$200.00
TR 3967-PER DIEM	08/30/2016	TR 3967-PER DIEM-MICROSOFT IGNITE-ATL GA			\$200.00
Paying Fund		Cash Account			Amount
		501 - Information Technology			\$200.00
108453	09/01/2016	Open			\$200.00
Invoice					
FY 16/17-ED	08/25/2016	FY 16/17-TCEA ED REIMB. FLASHER BARRICADE		TIERNAN, AUSTIN	\$200.00
Paying Fund		COURSE			Amount
		Cash Account			\$200.00
		246 - Landscape Assessment			
108454	09/01/2016	Open			\$200.00
Invoice					
FY 16/17-ED	08/25/2016	FY 16/17-TCEA ED REIM. FLASHER BARRICADE		VELAZQUEZ, ART	\$200.00
Paying Fund		COURSE			Amount
		Cash Account			\$200.00
		110 - General Fund			
108455	09/01/2016	Open			\$200.00
Invoice					
FY 16/17-ED	08/25/2016	FY 16/17-TCEA ED REIM. FLASHER BARRICADE		VILLA, YOFRI RENDON	\$200.00
Paying Fund		COURSE			Amount
		Cash Account			\$200.00
		110 - General Fund			
108456	09/01/2016	Open			\$2,500.00
Invoice					
Computer Loan					\$2,500.00
Paying Fund	08/31/2016	Computer Loan Program-Reimbursement		YORK, WAYNE	Amount
		Cash Account			\$2,500.00
		110 - General Fund			

Type Check Totals: 49 Transactions \$99,159.08

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$99,159.08	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	49	\$99,159.08	\$0.00

Payment Register

From Payment Date: 8/26/2016 - To Payment Date: 9/1/2016

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$99,159.08	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	49	\$99,159.08	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$99,159.08	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	49	\$99,159.08	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$99,159.08	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	49	\$99,159.08	\$0.00

Payment Register - EFTs

From Payment Date: 6/1/2016 - To Payment Date: 6/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
1212	06/20/2016	Open		06/20/2016	Accounts Payable	INTERNAL REVENUE SERVICE	\$157,609.93		
	Invoice			Description		Amount			
	6/15/16-PR			6/15/16-PR-IRS-FED-TAX-EFT		\$157,609.93			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$157,609.93			
1213	06/20/2016	Open		06/20/2016	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$36,653.02		
	Invoice			Description		Amount			
	6/15/16-PR			6/15/16-PR-State of CA-Taxes-EFT		\$36,653.02			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$36,653.02			
1214	06/20/2016	Open		06/20/2016	Accounts Payable	CA SDU	\$287.00		
	Invoice			Description		Amount			
	6/15/16-PR			6/15/16-PR-State of CA-Child Support Payment-EFT		\$287.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$287.00			
1215	06/20/2016	Open		06/20/2016	Accounts Payable	CA STATE DISBURSEMENT UNI	\$266.50		
	Invoice			Description		Amount			
	6/15/16-PR			6/15/16-PR-State of CA-Child Support Payment-EFT		\$266.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$266.50			
1216	06/20/2016	Open		06/20/2016	Accounts Payable	STATE OF CALIFORNIA	\$732.03		
	Invoice			Description		Amount			
	6/15/16-PR			6/15/16-PR-State of CA-Child Support Payment-EFT		\$732.03			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$732.03			
1217	06/30/2016	Open		06/30/2016	Accounts Payable	INTERNAL REVENUE SERVICE	\$198,348.12		
	Invoice			Description		Amount			
	6/30/16-PR			6/30/16-PR-IRS-FED-TEX-EFT		\$198,348.12			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$198,348.12			
1218	06/30/2016	Open		06/30/2016	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$44,069.81		
	Invoice			Description		Amount			
	6/30/16-PR			6/30/16-PR-State of CA-Taxes-EFT		\$44,069.81			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$44,069.81			

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Payment Register - EFTs

From Payment Date: 6/1/2016 - To Payment Date: 6/30/2016

Invoice	Date	Description	Accounts Payable	GOLDEN ONE CREDIT UNION	Amount
1219	06/20/2016	Open			\$15,494.13
Invoice					
6/15/16-PR	06/20/2016	6/15/16-PR-Golden One CU-EFT			\$15,494.13
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$15,494.13
1220	06/20/2016	Open			\$4,004.48
Invoice					
6/15/16-PR	06/20/2016	6/15/16-PR-TAPO Dues-EFT			\$4,004.48
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$4,004.48
1221	06/20/2016	Open			\$2,247.50
Invoice					
6/15/16-PR	06/20/2016	6/15/16-PR-TCEA Dues-EFT			\$2,247.50
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$2,247.50
1222	06/20/2016	Open			\$4,095.00
Invoice					
6/15/16-PR	06/20/2016	6/15/16-PR-TFRA Dues			\$4,095.00
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$4,095.00
1223	06/20/2016	Open			\$390.00
Invoice					
6/15/16-PR	06/20/2016	6/15/16-PR-Fire Inc-EFT			\$390.00
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$390.00
1224	06/20/2016	Open			\$84,889.28
Invoice					
6/15/16-PR	06/20/2016	6/15/16-PR-ICMA-EFT			\$84,889.28
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$84,889.28
1225	06/28/2016	Open			\$3,854.00
Invoice					
6/15/16-PR-ROTH	06/28/2016	6/15/16-PR-ROTH-ICMA-EFT			\$3,854.00
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$3,854.00
1226	06/24/2016	Open			\$5,952.57
Invoice					
6/15/16-PR-ROTH	06/24/2016	6/15/16-PR-ROTH-ICMA-EFT			\$5,952.57
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$5,952.57

Payment Register - EFTs

From Payment Date: 6/1/2016 - To Payment Date: 6/30/2016

BE001683752	06/24/2016	Open	Delta Dental Claims-6/10-6/16-16-EFT		\$5,952.57
Paying Fund			Cash Account		Amount
511 - Health Care			511.11000 (Cash)		\$5,952.57
1227	06/17/2016	Open	Accounts Payable	CalPERS	\$175,982.00
Invoice			Description		Amount
5/16-5/31/16-PR	06/17/2016		5/16-5/31/16-PR-EFT		\$175,982.00
Paying Fund			Cash Account		Amount
104 - Payroll Clearing Fund			104.11000 (Cash)		\$175,982.00
1228	06/01/2016	Open	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,436.54
Invoice			Description		Amount
BE001674439	06/01/2016		Delta Dental Claims 5/20-5/26/16		\$6,436.54
Paying Fund			Cash Account		Amount
511 - Health Care			511.11000 (Cash)		\$6,436.54
1229	06/03/2016	Open	Accounts Payable	INTERNAL REVENUE SERVICE	\$177,812.91
Invoice			Description		Amount
5/31/16-PR	06/03/2016		5/31/16-PR-IRS-FED TAX-EFT		\$177,812.91
Paying Fund			Cash Account		Amount
104 - Payroll Clearing Fund			104.11000 (Cash)		\$177,812.91
1230	06/03/2016	Open	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$41,453.81
Invoice			Description		Amount
5/31/16-PR	06/03/2016		5/31/16-PR-State of CA Taxes-EFT		\$41,453.81
Paying Fund			Cash Account		Amount
104 - Payroll Clearing Fund			104.11000 (Cash)		\$41,453.81
1231	06/03/2016	Open	Accounts Payable	GOLDEN ONE CREDIT UNION	\$15,494.13
Invoice			Description		Amount
5/31/16-PR	06/03/2016		5/31/16-PR-Golden One CU-EFT		\$15,494.13
Paying Fund			Cash Account		Amount
104 - Payroll Clearing Fund			104.11000 (Cash)		\$15,494.13
1232	06/03/2016	Open	Accounts Payable	T A P O	\$4,097.50
Invoice			Description		Amount
5/31/16-PR	06/03/2016		5/31/16-PR-TAPO Dues/Social Dues-EFT		\$4,097.50
Paying Fund			Cash Account		Amount
104 - Payroll Clearing Fund			104.11000 (Cash)		\$4,097.50
1233	06/03/2016	Open	Accounts Payable	T C E A	\$2,189.50
Invoice			Description		Amount
5/31/16-PR	06/03/2016		5/31/16-PR-TCEA Dues-EFT		\$2,189.50
Paying Fund			Cash Account		Amount
104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,189.50

Payment Register - EFTs

From Payment Date: 6/1/2016 - To Payment Date: 6/30/2016

Invoice	Date	Description	Accounts Payable	TMAPS	Amount
1234	06/03/2016	Open			\$175.00
Invoice	06/03/2016	5/31/16-PR-TMAPS DUES-EFT			\$175.00
Paying Fund		Cash Account			Amount
		104 - Payroll Clearing Fund			\$175.00
1235	06/03/2016	Open			\$87,608.16
Invoice	06/03/2016	5/31/16-PR-ICMA-EFT		ICMA-RC	\$87,608.16
Paying Fund		Cash Account			Amount
		104 - Payroll Clearing Fund			\$87,608.16
1236	06/03/2016	Open			\$51.20
Invoice	06/03/2016	5/26/16-Manual Check-A.Zepeda		ICMA-RC	\$51.20
Paying Fund		Cash Account			Amount
		104 - Payroll Clearing Fund			\$51.20
1237	06/03/2016	Open			\$287.00
Invoice	06/03/2016	5/31/16-PR-State of CA-Child Support Payment-EFT		CA SDU	\$287.00
Paying Fund		Cash Account			Amount
		104 - Payroll Clearing Fund			\$287.00
1238	06/03/2016	Open			\$266.50
Invoice	06/03/2016	5/31/16-PR-State of CA-Child Support Payment-EFT		CA STATE DISBURSEMENT UNI	\$266.50
Paying Fund		Cash Account			Amount
		104 - Payroll Clearing Fund			\$266.50
1239	06/03/2016	Open			\$883.00
Invoice	06/03/2016	5/31/16-PR-State of CA-Child Support Payment-EFT		STATE OF CALIFORNIA	\$883.00
Paying Fund		Cash Account			Amount
		104 - Payroll Clearing Fund			\$883.00
1240	06/07/2016	Open			\$10,053.54
Invoice	06/07/2016	Delta Dental Claims 5/27-6/2/16-EFT		DELTA DENTAL OF CALIFORNIA	\$10,053.54
Paying Fund		Cash Account			Amount
		511 - Health Care			\$10,053.54
1241	06/16/2016	Open			\$15,839.13
Invoice	06/16/2016			SYMETRA LIFE INSURANCE COMPANY	\$15,839.13
Paying Fund					Amount

Payment Register - EFTs

From Payment Date: 6/1/2016 - To Payment Date: 6/30/2016

Invoice	Date	Description	Amount
MAY 2016	06/16/2016	LTD/Life Premiums for MAY 2016-EFT	\$15,839.13
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	\$15,839.13
1242	06/16/2016	Open	
Invoice		Accounts Payable	DELTA DENTAL OF CALIFORNIA
BE001679563	06/16/2016	Delta Dental Claims 6/3/16-6/9/16-EFT	\$3,630.99
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	\$3,630.99

Type EFT Totals: 31 Transactions \$1,101,154.28

AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$1,101,154.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	31	\$1,101,154.28	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$1,101,154.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	31	\$1,101,154.28	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$1,101,154.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	31	\$1,101,154.28	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$1,101,154.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	31	\$1,101,154.28	\$0.00

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



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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



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- 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 Hawk 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



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- 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



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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





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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



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



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MINUTES
Regular Meeting
Turlock City Council

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

B. SALUTE TO THE FLAG

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

- A. Mayor Soiseth presented a proclamation to Josephine Houlihan, Patrick Shields, Bella Gonsalves, and Destiny Herrera in recognition of National Childhood Cancer Awareness Month. Josephine Houlihan spoke regarding her efforts to help bring awareness to childhood cancer and encouraged citizens to be a voice by taking the time to learn and share information. Destiny Herrera and Patrick Shields thanked the Mayor and Council, shared personal experiences with cancer, and spoke about the importance of childhood cancer awareness. Mayor Soiseth spoke on behalf of Bella Gonsalves noting her bright spirit.
- B. Denise Hecht of the Haven Women’s Center thanked the Mayor, Council, and staff, presented information about the organization, locations available to serve, statistics of those assisted, youth and adult services offered, opportunities to volunteer, and noted the upcoming Haven Walk a Mile in her Shoes event to be held on April 29, 2017.
- C. Mayor Soiseth recommended Councilmember DeHart and Councilmember Jacob be appointed as committee members of the Temporary (Ad Hoc) Advisory Audit Committee for the 2015-16 Fiscal Year financial audit process.

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, Appointing Councilmember DeHart and Councilmember Jacob as committee members of the Temporary (Ad Hoc) Advisory Audit Committee for the 2015-16 Fiscal Year financial audit process. Motion carried 5/0 by the following vote:

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

3. A. SPECIAL BRIEFINGS:

- 1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Noriel Mostajo, CSUS Student Government Relations Coordinator introduced himself, presented information about upcoming events including Warriors Explore Downtown on September 14, 2016 and Stan Fest Community Carnival on September 18, 2016, and noted he looks forward to working with the Council. Mayor Soiseth noted California State University Stanislaus Alumni Network will also be partaking in Warrior Wednesday activities.



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B. STAFF UPDATES

1. Policy Goals and Implementation Plan

Acting Police Chief Nino Amirfar presented information about upcoming skate park community meetings on September 15, 2016 and September 17, 2016 to address safety concerns at the park, noting the purpose of the meetings is to educate adults and park users about rules and regulations and to ensure the park remains safe and usable for the community.

Council discussion included appreciation to staff for addressing community concerns.

Municipal Services Director Michael Cooke provided an update on the streetlight project, specifically the lights located at Crane Park, noted cost and energy savings, and thanked staff for their work on this project.

2. Capital Projects and Building Activity

Development Services Director Mike Pitcock provided an update on Building Activity for the month of August 2016 and Capital Projects including Palm Street and Mitchell Avenue water line replacement, Countryside Drive storm drain improvements, Montana Park, and the 2016 Slurry Seal Project. Director Pitcock also spoke about railroad improvements at Monte Vista Avenue including pavement work that does not meet standards, necessary improvements, attempts to contact the railroad company to address related issues, and timelines for bid and construction of City responsible improvements.

Council and staff discussion included concerns regarding liability, financial responsibility, and obligations of the City and railroad company.

C. PUBLIC PARTICIPATION

Turlock Librarian Dianne Bartlett spoke about youth, teen, and adult programs and activities offered at the library and provided information about an upcoming fundraiser on October 1, 2016, hosted by Friends of the Turlock Library, to raise funds for the new library.

Milt Trieweiler spoke about the future of Turlock and preparing/protecting the City from the next recession.

Robert Allen with FiredUp Ministry spoke about hate crimes recently committed against the homeless, health and safety concerns for the homeless, and ticketing for camping being against the law. Mayor Soiseth asked Acting Police Chief Nino Amirfar to meet with Mr. Allen regarding his concerns.

Anthony Castillo spoke about assaults, insults, and harassment towards homeless, concerns about violence and growing rate of homelessness in Turlock, the need for more psychological attention, and the efforts of Robert Allen to assist the homeless. Mayor Soiseth noted he would direct City staff to contact Mr. Castillo to speak with him about assistance needed and services available.



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4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, to waive reading of all ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

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

C. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

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

- A. **Resolution No. 2016-203** 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 No. 2016-204** 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 No. 2016-205** 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 No. 2016-206** 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 No. 2016-207** 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 No. 2016-208** 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 No. 2016-209** 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





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- Q. **Resolution No. 2016-210** 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 No. 2016-211** 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 No. 2016-212** 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 No. 2016-213** 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 No. 2016-214** Authorizing the release of unclaimed checks pursuant to California Government Code Sections 50050 and 50053 to the City of Turlock
- Z. **Resolution No. 2016-215** 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)



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6. FINAL READINGS:

A. **Ordinance No. 1223-CS**, 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 Rezoning and Annexation Area Wide Planning Requirements, as introduced at the August 9, 2016 meeting was passed and adopted, 5/0 by the following vote:

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



- B. **Ordinance No. 1224-CS**, 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 was passed and adopted, 5/0 by the following vote:

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

7. PUBLIC HEARINGS

- A. Regulatory Affairs Manager Garner Reynolds presented the staff report on the 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.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, introducing an 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 and setting the final reading for October 11, 2016. Motion carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

- A. Parks, Recreation, and Public Facilities Manager presented the staff report on the 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.

Council and staff discussion included clarification about companies who offer this type of software system.

Mayor Soiseth opened public comment.

Milt Trieweiler commended the Parks and Recreation Department for advance planning and budgeting.

Mayor Soiseth closed public comment.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, 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. 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 noted scheduled matters items 8B, 8C, and 8D would be presented concurrently.

- B. 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 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.

Council and staff discussion included clarification regarding the street closure event in excess of a 24-hour period.

Mayor Soiseth opened public comment. No one spoke. Mayor Soiseth closed public comment.

Action: **Resolution No. 2016-216** 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 as introduced by Councilmember Jacob, 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. 2016-217 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 as introduced by Councilmember Jacob, 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

- C. 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 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.

Council and staff discussion included clarification regarding the street closure event in excess of a 24-hour period.

Mayor Soiseth opened public comment. No one spoke. Mayor Soiseth closed public comment.

Action: **Resolution No. 2016-218** 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 as 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. 2016-219 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 as 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

- 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 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.

Council and staff discussion included clarification regarding the street closure event in excess of a 24-hour period.

Mayor Soiseth opened public comment. No one spoke. Mayor Soiseth closed public comment.

Action: **Resolution No. 2016-220:** 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 as 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



Resolution No. 2016-221: 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 as 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

- E. Acting Police Chief Nino Amirfar presented the staff report on the 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.

Acting Police Chief Amirfar thanked staff for managing this process and securing the grant.

Mayor Soiseth opened public comment. No one spoke. Mayor Soiseth closed public comment.

Action: **Resolution No. 2016-222:** 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 as 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

- F. Fire Chief Robert Talloni presented the staff report 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.

Fire Chief Talloni acknowledged Operations Chief Gary Carlson's efforts in securing the grant.

Mayor Soiseth opened public comment. No one spoke. Mayor Soiseth closed public comment.

Action: **Resolution No. 2016-223** 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 as introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

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

Mayor Soiseth noted a green sheet for this item pertaining to Appendix A City Standard Professional Services Agreement and clarified the **AND/OR** language was included to provide options to motion for all, some, or none of the RFPs.

Mayor Soiseth opened public comment.

Milt Trieweiler spoke regarding his concerns over potential expenses associated with these services, suggested keeping money in the reserves, and noted Turlock is already the most wonderful City in the valley.

Mayor Soiseth closed public comment.

Council and staff discussion included clarification that moneys are not being spent at this time and that the RFPs will allow the City to explore options, identify where TOT money is coming from, promote economic drive within the community, and develop a substantive plan for the future.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Authorizing issuance of Request for Proposal (RFP) No.16-373 for Economic Development Services for the City of Turlock. 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 Bublak, seconded by Councilmember DeHart, Authorizing issuance of Request for Proposal (RFP) No. 16-377 for Marketing and Branding Services for the City of Turlock. 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 Bublak, seconded by Councilmember DeHart, Authorizing issuance of Request for Proposal (RFP) No. 16-378 for Tourism Services for the City of Turlock. Motion carried 5/0 by the following vote:

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

- H. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the 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.

Council and staff discussion included clarification regarding the type of boots that can be purchased and reimbursement process.

Mayor Soiseth opened public comment. No one spoke. Mayor Soiseth closed public comment.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, 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. 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. 2016-224 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 as 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

Mayor Soiseth adjourned to the Successor Agency meeting at 7:27 p.m.

Mayor Soiseth reconvened the City Council meeting at 7:28 p.m.

9. **NON-AGENDA ITEMS:** None

10. **COUNCIL ITEMS FOR FUTURE CONSIDERATION:** None

11. **COUNCIL COMMENTS:**

Councilmember DeHart spoke about vehicle versus pedestrian accidents, pedestrian safety, and encouraged motorists to use caution and avoid distractions while driving.

Mayor Soiseth encouraged citizens to participate in Warrior Wednesday to welcome students back to Turlock.

12. **CLOSED SESSION:**

City Attorney Phaedra Norton introduced the closed session item.

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

Action: No reportable action.

 DRAFT

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn the open session of the regular meeting at 7:31 p.m. Motion carried unanimously.

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn the closed session of the regular meeting at 7:54 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk

 DRAFT

5C



City Council Synopsis

September 27, 2016

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Subordination Agreement between Mildred R. Sweeten and the City of Turlock, in lieu of calling the lien on the property at 917 Ninth Street (APN 043-008-040), requiring the installation of frontage improvements

2. DISCUSSION OF ISSUE:

The property at 917 Ninth Street is in a county island that encompasses a portion of Eighth and Ninth Street between F Street and Rockwood Avenue. On April 23, 1990, a lien agreement was recorded on the property as the property owners at the time, Robert and Martha Aschwanden, requested connection to the City of Turlock water and sewer system. At that time, the City required a lien agreement obligating the property owner to install full frontage improvements (curb, gutter, sidewalk and pavement) for the privilege of connecting to the City's utilities.

The current property owner, Mrs. Mildred R. Sweeten, is in process of refinancing the mortgage and the lien agreement was found in the title search. The lender, Reverse Mortgage Solutions, Inc., is requiring the City, be subordinate to the lender as a condition of the mortgage.

Staff reviewed Ninth Street within the county island and no frontage improvements currently exist. Calling the lien and requiring this one (1) property to improve its frontage at this time doesn't seem reasonable as a more comprehensive approach would be best due to the need to capture and manage storm water runoff. A comprehensive approach to improve this section of Ninth Street within the County Island is not currently in a Capital Improvement Plan nor has funding in addition to

OK for Agenda
[Signature]

the lien collection been identified. For these reasons, staff feels the approval of the Subordination Agreement would not be detrimental to the City of Turlock.

3. BASIS FOR RECOMMENDATION:

A. Subordination agreements must be approved by the City Council.

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 potential installation of City infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Unknown. Given the fact there is no pending plan to improve this section of Ninth Street or a schedule to annex the county island, it is unknown how the potential delay in collection of the lien funding would impact the City of Turlock.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This item has no need for an environmental determination.

7. ALTERNATIVES:

- A. Not approve the subordination agreement. This is not recommended as the delay in refinancing the property could cause financial hardship to the property owner and no comprehensive plan or funding has been identified to improve this section of Ninth Street.
- B. Not approve the subordination agreement and direct staff to collect the lien payment and install the public improvements. This is not recommended as the public improvements would cost much more than the payment received and additional funding would be necessary to complete the work.

Recording Requested By

PRC division of Placer Title Company

And when recorded mail to

Escrow no. 2301-236172

(Space above this line for Recorder's use)

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made on this date, _____, by Mildred R. Sweeten owner of the land hereinafter described and hereinafter referred to as "Owner," and the City of Turlock present owner and holder of the Deed of Trust first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT, WHEREAS, Robert Aschwanden and Martha Aschwanden did execute a Deed of Trust dated April 4, 1990, recorded April 23, 1990 under instrument number 035264:

The land described herein is situated in the State of California, County of Stanislaus, described as follows:

The Southeasterly half of Lot 13 and all of Lot 20 of MADORA PARK, as per Map filed March 18, 1911, in Volume 5 of Maps, Page 30, Stanislaus County Records.

Excepting from said Lot 20, that portion thereof conveyed to Carl Person and wife, by Deed Recorded August 5, 1937, in Volume 628 of Official Records, at Page 106, as Instrument No. 9526, described as follows:

Commencing at a point that is North 47 degrees 39' East 10 feet from the most Southerly witness corner of Lot 46 of Wright Subdivision; said point being the most Southerly corner of said Lot 20, running thence North 47 degrees 39' East along the Southerly line of said Lots 20 and 19, a distance of 327.75 feet to the most Easterly corner of said Lot 19; thence North 42 degrees 31' West along the Easterly line of said Lot 19, a distance of 109.808 feet to a point; thence South 47 degrees 39' West and parallel to the Southerly line of said Lots 19 and 20, a distance of 3427.75 feet to a point on the Westerly line of said Lot 20, thence South 42 degrees 31' East along the Westerly line of said Lot 20, a distance of 109.808 feet to the point of commencement.

APN: 043-008-040

to secure a note in the sum of \$4,506.75, dated April 4, 1990, in favor of the City of Turlock , which Deed of Trust was recorded April 23, 1990 as instrument 035264 , Official Records of said County; and



WHEREAS, Owner has executed, or is about to execute, a Deed of Trust in the sum of \$285,000.00 or less, dated _____, in favor of Reverse Mortgage Solutions, Inc., ISAOA/ATIMA, and a deed of Trust in the sum of \$285,000.00 or less, dated _____, in favor of Secretary of Housing & Urban Development hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above-mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above-mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust first above-mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above-mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above-mentioned.

NOW, THEREFORE in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above-referred to, it is hereby declared, understood and agreed as follows:

(1) That said Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above-mentioned;

(2) That Lender would not make its loan above-described without this subordination agreement; and

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above-mentioned to the lien or charge of the Deed of Trust in favor of Lender above-referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Deed of Trust first above-mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that:

(a) He consents to and approves (i) all provisions of the Deed of Trust in favor of Lender above-referred to, and (ii) all agreements, including but not limited to, any loan or escrow agreements between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above-mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above-referred to, and understands that in reliance upon, and in consideration of his waiver, relinquishment and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the Deed of Trust first above-mentioned that said Deed of Trust by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above-referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN; A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

BENEFICIARY:
The City of Turlock

BY: _____
Authorized Signer

TRUSTOR

Mildred L. Sweeten

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

**(CLTA Subordination form "A")
(Recorded Deed of Trust to Deed of Trust to record)**

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 _____)
County of _____) ss.

On _____ before me,

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), or 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 _____

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 _____)
County of _____) ss.

On _____ before me,

Notary Public personally appeared _____

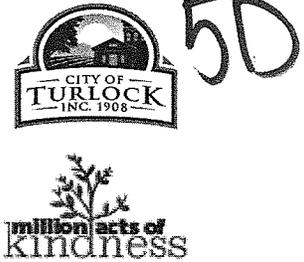
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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 _____

City Council Synopsis

September 27, 2016



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

Prepared by: Debra A. Whitmore, Deputy Director of Development
Services/Planning

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the Fiscal Impact Analysis being prepared by Economic Planning Systems, re-examining the existing Public Service Mitigation Fee (Community Facilities District #2), is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262 (Feasibility and Planning Studies) and/or Section 15273 (Rates, Tolls, Fares, and Charges)

Resolution: Re-appropriating unspent funds of \$9,609 from Fiscal Year 2015-16 to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to prepare a Fiscal Impact Analysis, re-examining the existing Public Service Mitigation Fee (Community Facilities District #2)

2. DISCUSSION OF ISSUE:

In 2004, the City of Turlock established Community Facilities District (CFD) #2 to raise revenue to mitigate the public service impacts of new development. Although originally enacted as part of the Northeast Turlock Master Plan, the fee applies Citywide and becomes a condition of approval for all new development within the City requiring approval of a legislative act.

The level of the fee was determined through a Fiscal Impact Analysis prepared by Economic Planning Systems, the consultant the City has retained on an annual basis to perform economic studies of this type. At that time, the Analysis found that it cost more to provide public safety and park maintenance services to new residential development than the taxes generated.

com *A. R. T.*
equal to 10/200

The existing CFD #2 was phased in over the past ten (10) years. The maximum annual assessment for a single family residential unit started at \$400 for the first three (3) years of the District (first year is Fiscal Year 2005-06), then increased to \$500 for the next three (3) years, and \$600 for the following years. Beginning in Fiscal Year 2014-15, the \$600 annual assessment has increased, and will continue to increase, by 2% annually due to the built-in escalator adopted by the City Council in 2004. Due to the rising costs of providing public services, the City finds itself once again in the position that the cost of providing public services to new development may exceed the tax revenue new development generates.

The new General Plan identifies the need to re-examine the CFD fee schedules:

- Policy 10.4-v of the new General Plan states the City will “Undertake a re-examination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan.”
- Policy 10.4-w states that “When preparing master plans, (the City will) assess the ability of the Police Department to maintain service levels, and identify strategies to mitigate potential service impacts” by ensuring that “funding mechanisms are updated to provide adequate funding of required facilities, equipment, apparatus, and services.”

The Mayor and City Council Policy Goals and Implementation Initiative also identifies the need to implement an update to the community facilities district by potentially adopting a new CFD #3. The first phase of adopting a new CFD is to examine whether the current CFD #2 is adequate to pay for the public services required to support new development.

The adequacy of CFD #2 to mitigate the fiscal impacts of new development will be accomplished through the preparation of a new Fiscal Impact Analysis document. The contract with Economic Planning Systems Inc. to prepare the Fiscal Impact Analysis was originally authorized by the City Council in 2013 for the amount of \$25,000. In January 2015, the contract was amended to add \$10,000 for a total amount of \$35,000. A preliminary report has been submitted to the City’s Management Team for review and approval. After reviewing the preliminary report, the Management Team requested a more refined revenue and cost projection and has suggested changes to the case studies that have been prepared for the Fire Department. An increase in the contract to \$45,000 to perform this additional work as well as a budget amendment to add \$10,000 to the contract were approved by the City Council on April 12, 2016 (Attachment B). The Fire Department and Finance Department are currently preparing refined revenue and cost estimates, and the justification required to support assessing Fire Department costs to new development. The additional funds budgeted in Fiscal Year 2015-16 were not re-

appropriated in the Fiscal Year 2016-17 budget. The remaining amount on the contract is \$9,609. Staff is requesting these remaining funds be re-appropriated in this fiscal year budget to complete the study.

Currently, CFD #2 generates approximately \$450,000 of additional revenue to pay for services that would have otherwise been funded through the General Fund. Although the existing CFD #2 does allow for administration costs to be paid from the revenues received, no funding has been set aside to review the adequacy of the fee schedule. In order to complete this study, funding from the General Fund reserve is required. Staff is requesting that the previously approved funds be re-appropriated to allow the study to be completed. The contract is administered through the annual retainer agreement with Economic Planning Systems. The current contract runs through December 31, 2016, under Service Request 13-03, executed by the City Manager on November 23, 2015. No change in the scope of services is being requested with this budget amendment (Attachment A).

Once prepared, if the City Council decides to establish a new CFD for public services, staff recommends that specialized legal services be secured to advise the City on the formation of the CFD. Economic Planning Systems estimated the additional legal services would cost approximately \$15,000.

3. BASIS FOR RECOMMENDATION:

A. The new General Plan, adopted in September 2012, calls for the City to update the fee schedules in CFD #2:

- Policy 10.4-v of the new General Plan states the City will “Undertake a reexamination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan.”
- Policy 10.4-w states that “When preparing master plans, (the City will) assess the ability of the Police Department to maintain service levels, and identify strategies to mitigate potential service impacts” by ensuring that “funding mechanisms are updated to provide adequate funding of required facilities, equipment, apparatus, and services.”

B. Policy Goal and Implementation Plan Initiative:

Policy Goal #3 – Public Safety

General Principles:

5. Staffing levels in the Police and Fire Departments are critical to effectively accomplish the Public Safety Mission.

Action Item:

#1 – Maintain and/or enhance staffing levels: The Police and Fire Department depend on maintaining staffing levels to allow for effective and timely service delivery. The improving economy will allow increases in staffing levels.

Implementation Measures:

- Others.
 - Implement Community Facilities District (CFD) No. 3 (no later than July 1, 2016).

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Approval of this item would result in the re-appropriation of \$9,609.00 in unspent monies appropriated in Fiscal Year 2015-16 to complete the Fiscal Impact Study of CFD #2. When completed, the study will determine whether or not the existing CFD #2 is adequate to pay for the additional General Fund expenses for police, fire and park maintenance that are not paid by the tax revenues generated by new development. If the study shows that the City needs to increase the amount of the mitigation fee, additional work will be required to put the Community Facilities District #3 in place. The estimated cost of those legal professional services are estimated at \$15,000. The only source of funding available to pay for this work is the General Fund reserve. Staff time will also be required to support the development of this report.

Budget Amendment: Re-appropriation of \$9,609 of unspent monies to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

The approval of funds to conduct a study is considered a "project" by California Environmental Quality Act (CEQA). The CEQA Guidelines identify the projects that are exempt from CEQA including statutory exemptions that are granted by the Legislature. The project is exempt pursuant to two sections of the CEQA Guidelines. Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines is a statutory exemption that exempts projects involving only feasibility or planning studies for possible future actions which the agency has not approved, adopted or funded so long as the adoption of the plan does not have a legally binding effect on later activities. Section 15273 (Rates, Tolls, Fares, and Charges) of the CEQA Guidelines is a statutory exemption that exempts projects establishing, modifying, structuring, restructuring, or approving rates, tolls, fares

and charges for public agency operating expenses such as employee wage rates and fringe benefits. The Fiscal Impact Analysis study to re-examine the existing CFD #2 (the first phase of potentially creating a CFD #3) is a planning study that does not legally bind the City Council to any future action and involves the evaluation of potential charges for public agency operating expenses; therefore, this project is exempt under either section of the CEQA Guidelines.

7. ALTERNATIVES:

- A. The Council may choose not to approve this budget amendment. Staff does not recommend this option as the study is necessary to determine whether CFD #2 adequately pays for the cost of public services to support new growth. Completion of the study is required to achieve the objectives adopted in the Mayor and City Council Policy Goals and Implementation Plan as well as policies in the adopted General Plan.

Attachment A

March 21, 2016

Debbie Whitmore
Turlock Planning Division
City of Turlock
156 S Broadway, Suite 120
Turlock, CA 95380-5454

Subject: Budget Amendment Request for Citywide Fiscal Impact Analysis and Fiscal Mitigation Strategy; EPS #122087

Dear Debbie:

Economic & Planning Systems, Inc. (EPS) has enjoyed working with the City of Turlock (City) on the City's Fiscal Impact Analysis and Fiscal Mitigation Strategy. EPS looks forward to working with the City to finalize the fiscal impact analysis. The purpose of this letter is to request a budget amendment to finalize the fiscal impact analysis for the City's consideration.

The Economics of Land Use



Project Status

EPS recently provided the City with an updated citywide fiscal impact analysis model reflecting the land use and service-level assumptions provided by the City. City staff reviewed the updated model and generated several technical and policy-related questions that they wish to address. This letter describes in more detail the analysis refinements to be considered.

Task 1 Budget Amendment Request

In completing the fiscal modeling effort to date, EPS has exhausted the existing **Task 1** budget authorization. With this letter, EPS is requesting a budget amendment of **\$10,000** to complete the updated fiscal impact analysis. Future work required to complete the fiscal impact analysis update are expected to include the following efforts:

- **Refine Case-Study Service Cost Analysis.** EPS will attend at least one meeting with City staff to discuss the case study methodology and determine whether further refinements or amendments to the methodology should be incorporated into the analysis. The precise changes and updates will be informed by City senior staff but may include alternative staffing assumptions or various staffing cost alternatives.

*Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

- **Prepare Sensitivity Analyses on Key Revenue and Cost Variables.** Working with City staff, EPS will identify one or two key revenue and cost variables that warrant additional sensitivity analysis. The purpose of the sensitivity analyses will be to examine the change in fiscal analysis results when one or more key revenue or expenditure inputs are changed. The purpose of this effort will be to provide more information and context to policy makers regarding the recommended action related to Community Facilities District (CFD) No. 2.
- **Prepare Updated Fiscal Impact Analysis Memorandum.** The updated memorandum will document the findings of the fiscal impact analysis for presentation to the City Council.
- **Attend Meetings.** EPS envisions attending up to three meetings with the City, including one with the City Council, to complete the fiscal impact analysis. The meetings include up to two meetings with City staff to discuss fiscal modeling and one presentation to the City Council. These meetings are included in this scope and budget amount. If additional meetings or presentations are required, EPS will request the City consider additional budget authorization.

Task 2: Prepare Fiscal Mitigation Strategy

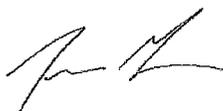
Through the existing contract authorization, EPS has an existing **Task 2** budget of **\$5,000**. Because no work has been done on that portion of the contract, EPS proposes leaving the existing **Task 2** budget in place with no change proposed to **Task 2** in this letter. However, if the City prefers to consolidate the unused **Task 2** budget with the **Task 1** budget amendment requested in this letter, EPS is amenable to such an approach.

If approved, as described earlier in this letter, the total authorized budget to complete the fiscal impact analysis will be **\$45,000** (**\$35,000** in existing authorization plus the current **\$10,000** request). To be clear, the request amount is based on the assumption that the existing **Task 2** budget is not consolidated into **Task 1**. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. If additional work or complex analysis changes are necessary, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith.

Again, EPS appreciates the opportunity to continue working with the City on this project. To approve this request, please forward the appropriate contract amendment documents to EPS for execution. Please call me at (916) 649-8010 if you have questions or require changes to this request.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jamie Gomes
Managing Principal

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE FISCAL } RESOLUTION NO. 2016-067
YEAR 2015-16 BUDGET TO APPROPRIATE AN }
ADDITIONAL \$10,000 TO ACCOUNT }
110-10-112.43060_008 "CONTRACT SERVICES }
PUBLIC SERVICE MITIGATION FEE CFD #2" }
FROM FUND 110 "GENERAL FUND" RESERVE }
BALANCE TO RE-EXAMINE THE EXISTING }
PUBLIC SERVICE MITIGATION FEE }
(COMMUNITY FACILITIES DISTRICT #2) }

WHEREAS, on September 14, 2004, the City Council of the City of Turlock directed the formation of a Mello-Roos Community Facilities District for the purpose of levying a Public Services Mitigation Tax on new residential land yet to be annexed and those existing residential parcels without vested rights; and

WHEREAS, Implementing Policy 10.4-v of the Turlock General Plan calls for the re-examination of both capital facilities and community facilities district fees to reflect changes in Public Safety facility needs; and

WHEREAS, on July 24, 2013, the City Council determined that it is necessary to contract with Economic Planning Systems to prepare a Fiscal Impact Analysis to establish the need for a new Community Facilities District and directed staff to prepare a budget amendment in the amount of \$25,000; and

WHEREAS, on September 24, 2013, the City Council amended the budget to appropriate \$25,000 to prepare the Fiscal Impact Analysis of CFD #2 and approved a contract with Economic Planning Systems to prepare the Analysis; and

WHEREAS, on December 8, 2015, the City Council appropriated \$13,195 to increase the budget by \$10,000; and

WHEREAS, on January 13, 2015, the annual retainer agreement with Economic Planning Systems was amended to add \$10,000 to the contract and budget to prepare the Fiscal Impact Analysis of CFD #2 to bring the total contract to \$35,000; and

WHEREAS, the management team of the City of Turlock has reviewed a preliminary report and requested that additional analysis be conducted before bringing the final report to the City Council for their review; and

WHEREAS, Economic Planning Systems Inc. has prepared a scope of work for an additional \$10,000 to produce a revised report and present that report to the City Council, attached hereto as Attachment A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate an additional \$10,000 from Fund 110 "General Fund" reserve balance to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2," to re-examine the existing Public Service Mitigation Fee.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of April, 2016, by the following vote:

AYES:	Councilmembers DeHart, Nascimento, Bublak, Jacob and Mayor Soiseth
NOES:	None
NOT PARTICIPATING:	None
ABSENT:	None

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 } RESOLUTION NO. 2016-
THE FISCAL IMPACT ANALYSIS BEING }
PREPARED BY ECONOMIC PLANNING }
SYSTEMS, RE-EXAMINING THE EXISTING }
PUBLIC SERVICE MITIGATION FEE }
(COMMUNITY FACILITIES DISTRICT #2), }
IS EXEMPT FROM THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) }
PURSUANT TO SECTION 15262 (FEASIBILITY }
AND PLANNING STUDIES) AND/OR }
SECTION 15273 (RATES, TOLLS, FARES, AND }
CHARGES) }

WHEREAS, on September 14, 2004, the City Council of the City of Turlock directed the formation of a Mello-Roos Community Facilities District (CFD) for the purpose of levying a Public Services Mitigation Tax on new residential land yet to be annexed and those existing residential parcels without vested rights; and

WHEREAS, Implementing Policy 10.4-v of the Turlock General Plan calls for the re-examination of both capital facilities and community facilities district fees to reflect changes in Public Safety facility and operating needs; and

WHEREAS, Policy Goal #3 (Public Safety) of the Mayor and City Council Policy Goals and Implementation Plan calls for the implementation of Community Facilities District (CFD) No. 3; and

WHEREAS, the California Environmental Quality Act (CEQA) Guidelines outlines the projects that are exempt from CEQA including statutory exemptions that are granted by the Legislature; and

WHEREAS, CEQA Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines is a statutory exemption that exempts projects involving only feasibility or planning studies for possible future actions which the agency has not approved, adopted or funded so long as the adoption of the plan does not have a legally binding effect on later activities; and

WHEREAS, CEQA Section 15273 (Rates, Tolls, Fares, and Charges) of the CEQA Guidelines is a statutory exemption that exempts projects establishing, modifying, structuring, restructuring, or approving rates, tolls, fares and charges for public agency operating expenses such as employee wage rates and fringe benefits; and

WHEREAS, the Fiscal Impact Analysis study to re-examine the existing CFD #2 (the first phase of potentially creating a CFD #3) is a planning study that does not legally bind the City Council to any future action and involves the evaluation of potential charges for public agency operating expenses; and

WHEREAS, the City Council of the City of Turlock considered the action in light of these provisions and the public testimony given at a publicly noticed meeting conducted on September 27, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the preparation of a Fiscal Impact Analysis, re-examining the existing Public Service Mitigation Fee (CFD #2), is exempt from CEQA pursuant to CEQA Guidelines Section 15262 (Planning and Feasibility Studies) and/or Section 15273 (Rates, Tolls, Fares, and Charges) of the CEQA Guidelines.

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:

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 RE-APPROPRIATING } RESOLUTION NO. 2016-
UNSPENT FUNDS OF \$9,609 FROM }
FISCAL YEAR 2015-16 TO ACCOUNT }
NUMBER 110-10-112.43060_008 "CONTRACT }
SERVICES PUBLIC SERVICE MITIGATION FEE }
CFD #2" FROM FUND 110 "GENERAL FUND" }
RESERVE BALANCE TO PREPARE A }
FISCAL IMPACT ANALYSIS, RE-EXAMINING }
THE EXISTING PUBLIC SERVICE MITIGATION }
FEE (COMMUNITY FACILITIES DISTRICT #2) }

WHEREAS, on September 14, 2004, the City Council of the City of Turlock directed the formation of a Mello-Roos Community Facilities District for the purpose of levying a Public Services Mitigation Tax on new residential land yet to be annexed and those existing residential parcels without vested rights; and

WHEREAS, Implementing Policy 10.4-v of the Turlock General Plan calls for the re-examination of both capital facilities and community facilities district fees to reflect changes in Public Safety facility and operating needs; and

WHEREAS, Policy Goal #3 (Public Safety) of the Mayor and City Council Policy Goals and Implementation Plan calls for the implementation of Community Facilities District (CFD) No. 3; and

WHEREAS, on July 24, 2013, the City Council determined it is necessary to contract with Economic Planning Systems to prepare a Fiscal Impact Analysis to establish the need for a new Community Facilities District and directed staff to prepare a budget amendment in the amount of \$25,000; and

WHEREAS, on September 24, 2013, the City Council amended the budget to appropriate \$25,000 to prepare the Fiscal Impact Analysis of CFD #2 and approved a contract with Economic Planning Systems to prepare the Analysis; and

WHEREAS, on January 8, 2015, the annual retainer agreement with Economic Planning Systems was amended to add \$10,000 to the contract and budget to prepare the Fiscal Impact Analysis of CFD #2 to bring the total contract to \$35,000; and

WHEREAS, on November 23, 2015, an extension of Service Request 13-03 for the Fiscal Impact Analysis of CFD #2 to December 31, 2016, was executed by the City Manager; and

WHEREAS, on April 12, 2016, a budget and contract amendment was approved by the City Council to add \$10,000 to the budget and contract to prepare the Fiscal Impact Analysis of CFD #2, bringing the total contract to \$45,000; and

WHEREAS, \$9,609 of unspent funds remain in the current contract but were not re-appropriated in the Fiscal Year 2016-17 annual budget; and

WHEREAS, no change is proposed to the scope of work or contract amount with Economic Planning Systems Inc., approved by the City Council on April 12, 2016; and

WHEREAS, at a duly noticed meeting, the City Council of the City of Turlock determined the preparation of a Fiscal Impact Analysis, re-examining the existing public services mitigation fee (Community Facilities District #2), is exempt from the California Environmental Quality Act (CEQA) by approving City Council Resolution 2016-XX.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate \$9,609 from Fund 110 "General Fund" reserve balance to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2."

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:

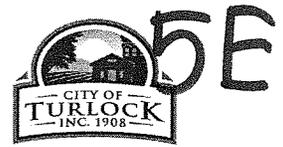
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Synopsis

September 27, 2016



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

Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager
Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 16-355 and Contract No. 16-080 to Interstate Sales of Auburn, California, for traffic line paint, pavement markers, and miscellaneous supplies for the Parks, Recreation and Public Facilities Department, in an annual amount not to exceed \$40,000, having met all the specifications of the RFP No. 16-355 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)

2. DISCUSSION OF ISSUE:

The Parks, Recreation and Public Facilities Department purchases ready-mixed one component water borne traffic line paint to be applied to either asphalt or Portland cement pavements. Traffic paint and thermoplastic materials are used to delineate City streets and sidewalks for motorists, bicycles, and pedestrians. This includes roadway markings, bike lanes, curb markings and parking spaces. In 2015-16, staff installed over 90 linear miles of traffic markings in order to maintain existing delineations or to install new systems.

The traffic paint should be durable and fast drying which results in minimum traffic congestion within the City. These types of paints must be tested as per Federal Standard TT-P-141a, conform to Cal Trans specifications 8010-61G-60, State of California approved 66-3 and meet all California Air Pollution requirements. Traffic paints used by staff are Caltrans approved.

On June 7, 2016, the Purchasing Office issued an informal bid for the purchase of traffic line paint and pavement markers, by RFP No. 16-355. Six (6) 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.

OK for Agenda
jam J-RH

Purchasing evaluated the bids and the award bid recap is shown below:

Description	Ennis Paint, Inc. Thomasville, NC	Interstate Sales Auburn, CA
Traffic Line Paint	\$ 30,657.85	\$ 29,358.75
Stencil Coat 7075A	\$ 237.50	\$ 406.25
Bituminous Marker Adhesive	No Bid	\$ 772.20
Pavement Markers	No Bid	\$ 4,360.00
Subtotal	\$ 30,895.35	\$ 34,897.20
Sales Tax	\$ 2,355.77	\$ 2,660.91
Total	\$ 33,251.12	\$ 37,558.11

Staff is seeking authorization to award for RFP No. 16-355 and Contract No. 16-080 to Interstate Sales of Auburn, California.

Interstate Sales of Auburn, California, met all the specifications of RFP No. 16-355 and was the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code Section 2-7-09(c)(5), Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

3. BASIS FOR RECOMMENDATION:

A. The agreement with Interstate Sales of Auburn will provide the City with the lowest cost for the purchase of traffic line paint and pavement markers. Interstate Sales of Auburn has forty seven (47) years of experience along with up to date hazardous training for all delivery employees.

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 ongoing operation and overall maintenance of City streets.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$40,000

217-50-510.44001_000 "Streets Supplies"

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, it is advantageous to the City to secure firm prices for traffic line paint, for a period of thirty-six (36) months.



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
INTERSTATE SALES
for
TRAFFIC LINE PAINT, PAVEMENT MARKERS AND MISCELLANEOUS SUPPLIES
CONTRACT NO. 16-080

THIS AGREEMENT is made this 27th 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 **INTERSTATE SALES**, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for paint supplies, pavement marker and miscellaneous supplies 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.

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 sum of this Agreement exceed Forty Thousand and No/100^{ths} Dollars (\$40,000.00). 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, 2019, subject to CITY's availability of funds.

6. 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, SUPPLIERS 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.

7. 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.

8. 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 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 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 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 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 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 a 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.

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

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 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 SUPPLIER 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.

11. 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.

12. 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.

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. 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.

15. 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.

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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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 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.

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: 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.

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

29. 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.

30. 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.

31. 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.

32. 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.*

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 SUPPLIER: **INTERSTATE SALE**
ATTENTION: COURTNEY PORTLOCK
12600 LOCKSLEY LANE SUITE #200
AUBURN, CA 95602
PHONE: (800) 237-7245
FAX: (530) 823-0994
EMAIL: courtney@intrstatesales.com

for CITY: **CITY OF TURLOCK**
PARKS, RECREATION & PUBLIC FACILITIES
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5454
ATTN: ERIK SCHULZE, MANAGER
PHONE: (209) 668-5594 Ext. 4604
FAX: (209) 668-5619
EMAIL: eschulze@turlock.ca.us

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

Erik Schulze, Parks, Recreation & Public Facilities Manager
144 South Broadway, Turlock, CA 95380
Phone: (209) 668-5594 Ex. 4604 - Fax: (209) 668-5619
Email: eschulze@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

INTERSTATE SALES

By: _____
Gary Soiseth, Mayor
or

Gary R. Hampton, City Manager

By: _____
Title: _____
Print name: _____
Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**SECTION 1
TRAFFIC LINE PAINT, PAVEMENT MARKERS AND
MISCELLANEOUS SUPPLIES**

SPECIFICATIONS / SCOPE OR WORK

1.1 SCOPE

The Supplier shall supply these supplies at the request of the City of Turlock. The City of Turlock does not guarantee that a subsequent RFP will be issued. Should an RFP be issued, the terms and conditions referenced in the RFP are not guaranteed to remain exactly the same.

1.2 SPECIFICATIONS

These specification are intended to cover ready-mixed one component water borne traffic line paint to be applied to either asphalt or Portland cement pavements. The traffic paint should be durable and to be fast drying which result in minimum traffic paint. The paint to be applied without the expensive and sophisticated application equipment needed for some of the new fast drying paints.

Specifications	White	Yellow	Black
Pigment, % by weight	55-59	55-59	55-59
Vehicle, % by weight	41-45	41-45	41-45
Non-volatile, % by weight of paint	75.0 Minutes	75.0 Minutes	75.0 Minutes
Weight per gallon, lbs.	13.3-13.7	13.3-13.7	13.3-13.7
Viscosity, K.U.	70-85	70-85	70-85
Fineness of grind	3 Minutes	3 Minutes	3 Minutes
Dry time: 77EF without beads ASTM D-711, Minutes	10 Maximum	10 Maximum	10 Maximum
When heating equipment is available	4 maximum at 140-160EF		
Solvent	Water	Water	Water
Coverage	100 square feet per gallon at 15 mils wet		

1.3 PAINT REQUIREMENTS – Equal to Pervo Paint

- 1) The traffic paint must be tested as per Federal Standard TT-P-141a.
- 2) To conform to Cal Trans specifications 8010-61G-30.
- 3) To be State of California approved and must rules 66-3.
- 4) To meet all California Air Pollution requirements.

1.4 COMPOSITION

The manufacturer shall determine the composition of the paints. It will be the manufacturers' responsibility to produce water borne traffic paint containing all the necessary ingredients to conform to all the properties as specified herein.

1.5 PIGMENT

The pigment portion shall be a combination of prime and extender pigments as required to produce either white, yellow, black, red, green and blue traffic paint meeting the color and other requirements of the finished product for white, yellow, black, red, green, and blue as specified in this specification. The percent pigment of the finish product shall not be less than 60.0% for white, yellow, and black paint.

1.6 VEHICLE

The non-volatile portion of the vehicle shall be composed of 100% acrylic polymer and shall not be less than 44.0% by weight of vehicle for white, yellow, and black paint. Acrylic emulsion polymer shall be equal to Rohm and Haas B2706.

1.7 VOLATILE ORGANIC COMPOUND

The volatile content of the finished paint shall contain less than one hundred twenty (120) grams of volatile organic matter per liter of total non-volatile paint material in accordance with ASTM D3960.

Characteristics of the Finished Paint	White, Yellow, Black	Red, Green, Blue
Pigment volume concentration, %	58.0+2	52+2
Total Solids by wt., % minimum	77.0	72.0
Volume Solids, % minimum	60.0	58.0
Pigment by weight, %	60.0	52.0
Vehicle by weight, %	40.0	48.0
Non-volatile Vehicle by weight of vehicle, minimum	44.0	40.0
Weight per gallon, lbs., minimum	13.5	12.5
Viscosity, @ 771F. Krebs Units	80-95	80-95
Grind (Hegman Gauge), minimum	3	4
Laboratory Dry Time, ASTM D711, minutes, maximum		

1.8 DRY TO NO PICK UP

The paint shall dry to a no pick up condition under traffic when applied at 15 ± 1 mil wet film thickness in three minutes, maximum. When applied at ambient temperatures, with six pounds of glass beads per gallon of paint.

Reflectance	White	Yellow	Black	Red, Blue, Green
Leneta Chart, Form 2C, 8 Mils Wet Green Tristimulus Filter	85 Min.	50-59	—	—

1.9 FLEXIBILITY

The paint shall show no cracking or flaking when tested in accordance with TT-P-1952B.

1.10 WATER RESISTANCE

The paint shall conform to the requirements of Federal Specification TT-P-1952B. There shall be no blistering, loss of adhesion, softening, or other deterioration on examination.

1.11 FREEZE-THAW STABILITY

The paint shall show no coagulation or change in consistency greater than ten (10) Krebs Units, when tested in accordance with ASTM D2243 (3 cycles minimum).

1.12 HEAT STABILITY

The paint shall show no coagulation, discoloration or change in consistency greater than ten (10) Krieb Units when tested in accordance with TT-P-1952B.

1.13 STORAGE STABILITY

After thirty (30) days storage in three quarter filled closed containers, the paint shall show no cracking that cannot be readily remixed to a smooth homogeneous state, no skinning, livening, curdling or hard settling. The viscosity shall not change more than ten (10) Krieb Units from the viscosity of the original sample.

1.14 DRY OPACITY

The minimum contrast ratio shall be 0.92 when applied at a wet film thickness of 5 mils on 2C Leneta Chart or Equal and air-dried for twenty-four (24) hours.

1.15 BLEEDING

The paint shall have a minimum, bleeding ratio of 0.92 when tested in accordance with Federal Specification TT-P-1952B. The asphalt saturated felt shall conform to ASTM D226 for Type I.

1.16 SCRUB RESISTANCE

The paint shall pass a minimum of five hundred (500) cycles when tested in accordance with ASTM D2486, 5 mil wet, cure 24 hours @ 77°F±21°F, 40-55% relative humidity.

1.17 DRY THROUGH (EARLY WASHOUT)

A 15 wet mil film immediately placed in a humidity chamber maintained at 72.51°F±2.5a°F and 90%±5 relative humidity shall have a dry through time of 90-125 minutes, when tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact with thumb and film.

Heat-Shear Stability	White	Yellow	Black	Red, Green, Blue
Viscosity, KU	72-105	72-105	72-105	72-105

1.18 CRACKING OF PAINT FILM

The dry film shall show no cracks when examined after drying for 24 hours. The film shall be cast with a 15 mils draw down blade on 15 pound asphalt saturated felt.

1.19 PAVEMENT MARKERS

Pavement markers a true cube-corner type reflex reflector, molded of optic grade methyl methacrylate (plastic). To be molded of high impact ABS compound for durability. To provide the maximum strength and reflective brilliance and shall conform to current state requirements.

- Non-Reflective
- Type 'AY' Yellow
- Reflector one side only
- Reference: Ray-O-Lite or Equal

1.20 BITUMINOUS MARKER ADHESIVE

Bituminous must meet Federal specifications and specifications set forth by the California Department of Transportation.

- a) Softening point: Minimum 210°F (ASTM D-36)
- b) Penetration at 77°F 10-20 dmm (ASTM D-5)

- c) Flow at 104°F:O mm (ASTM D-3407)
- d) Viscosity, 400°F 2,000-6,000 cPs
- e) Flash point 575°F (ASTM D-92)
- f) Size: 35 lbs. boxes

1.21 QUANTITIES

The quantities show on the Bid Proposal Form, Exhibit A, represent the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not guarantee a quantity to the Supplier for the duration of this contract.

- a) Supplier must supply MSDS, contents description and/or samples for comparison upon request by the City.
- b) The City reserves the right to disqualify any bid for not meeting the qualifications as set forth in the bid package.
- c) The prices offered on the Bid Proposal Form, Exhibit A, are to be firm for the entire contract period or at the quantities stated, whichever occurs first.

**CITY OF TURLOCK
BID PROPOSAL FORM**

BID NO RFP 16-355

BID DUE DATE: JUNE 7, 2016

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

**TRAFFIC LINE PAINT, PAVEMENT MARKERS AND
MISCELLANEOUS SUPPLIES**

- 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: Interstate Sales

Address: 12600 Locksley Lane Suite #200 Auburn, Ca 95601

Telephone Number 800-237-7245 Fax Number 530-823-0994

E-Mail Address courtney@interstatesales.com

Authorized Representative (print) Courtney Portlock

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Traffic Line Paint and Pavement Markers, at the prices indicated herein.

Bid No. 16-355

18

Bid Sheet

The quantities shown below represent the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not guarantee a quantity to the Supplier for the duration of this contract. The terms of the contract shall commence upon notification of award and continue for a period of three (3) years.

TRAFFIC LINE PAINT			
55 Gallon Drum	Annual Quantity	Unit Price Per Gallon/Unit	Extended Price
Yellow	660 Gallons	\$ 9.81	\$ 6474.60
White	495 Gallons	\$ 9.81	\$ 4855.95
5 Gallon Buckets			
Yellow	320 Gallons	\$ 10.10	\$ 3232.00
White	480 Gallons	\$ 10.10	\$ 4848.00
Black	320 Gallons	\$ 9.81	\$ 3171.20
Green / Blue	25 Gallons	\$ 13.80	\$ 345.00
Red	480 Gallons	\$ 13.40	\$ 6432.00
Stencil Coat 7075A	25 Gallons	\$ 16.25	\$ 406.25
Bituminous Marker Adhesive (35 lb box)	36 boxes	\$ 21.45	\$ 772.20
Pavement Markers			
Pavement Markers Type "AY"	4,000	\$.38	\$ 1520.00
Other miscellaneous pavement marker at discount rate. Annual quantity 1,000 per type			
Type "D"	1,000	\$.71	\$ 710.00
Type "H"	1,000	\$.71	\$ 710.00
Type "A"	1,000	\$.71	\$ 710.00
Type "G"	1,000	\$.71	\$ 710.00
Subtotal			34897.20
Sales Tax @ 7.625%			2660.91
Total Bid			37,558.11

List any extra charges not described above:	

The following is required information. Any omission may be cause for rejection of Bid.

Early Payment Discount: A 0 % discount is offered for payment within 0 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?
 No (Note: If yes, please enter your Business Tax Certificate number _____)

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
 No (Note: Complete Exhibit F and submit with bid proposal)
Bid # 10-055

Order/service Contact

Provide the following information about the City's contact for service or order:

Name:	Courtney Portlock
Phone Number:	800-237-7245
Fax Number:	530-823-0994
Cell Number:	530-368-3404
Email Address:	courtney@interstatesales.com

Delivery (if applicable)

Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance

Bidder, have complied with the specifications, terms and conditions of this bid?

Yes No

A "NO" answer requires a detailed explanation giving reference to all deviations, on Exhibit D.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

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, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without 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. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

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 Contractors 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/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.

(If applicable)

Contractor's License No. _____ Expiration Date: _____

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.

Interstate Sales

Company Name _____

Caryn Duffalo

94-2739845

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.*

Bid No. 16-355

EXHIBIT 'G'

**CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 16-355**

**TRAFFIC LINE PAINT, PAVEMENT MARKERS AND
MISCELLANEOUS SUPPLIES**

PARTICIPATION

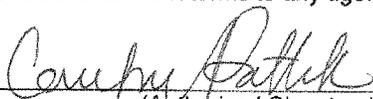
BIDDER TO COMPLETE THE FOLLOWING:

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 bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding 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

City Council Synopsis

September 27, 2016



5F



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Senior Supervisor
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$3,500 to account number 110-61-624-073.44055 "Recreation Supplies" from Fund 110 "General Fund" reserve balance to provide funds for supplies to facilitate the flag football program

2. DISCUSSION OF ISSUE:

In response to the community requesting an alternative youth football program, the Parks, Recreation and Public Facilities Department is implementing a new NFL Flag Football program. Projected revenue for this popular youth sports program was included in the 2016/17 fiscal budget, however, staff inadvertently omitted the expense account to pay for necessary equipment and supplies. In order to cover expenses associated with the flag football program, \$3,500 must be appropriated from Fund 110 "General Fund". Revenue generated through registration fees will offset this appropriation.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #7: Quality Community Programs

General Principles:

1. Strive to provide affordable recreation opportunities for all.
2. Deliver positive recreation programming to deter crime and improve quality of life.
3. Focus on partnerships to expand services and the number of citizens served.
5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

OK for Agenda

gm A.R.H.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$3,500

Budget Amendment

Appropriation of \$3,500 to account number 110-61-624-073.44055 "Recreation Supplies" from Fund 110 "General Fund" reserve balance to provide funds for supplies to facilitate the flag football program.

Finance has reviewed and approved this budget amendment.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. Council may choose not to appropriate the funds. This is not recommended as with this alternative, there could be a potential loss of revenue, as well as a loss of a community desired youth activity.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$3,500 TO ACCOUNT NUMBER }
110-61-624-073.44055 "RECREATION }
SUPPLIES" FROM FUND 110 "GENERAL }
FUND" RESERVE BALANCE TO PROVIDE }
FUNDS FOR SUPPLIES TO FACILITATE }
THE FLAG FOOTBALL PROGRAM }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the Parks, Recreation and Public Facilities Department has added a new youth sports program through NFL Flag Football to fill a need in the community; and

WHEREAS, during the budget process, the program expense line was inadvertently omitted and the program has a need for equipment and supplies; and

WHEREAS, the appropriation of \$3,500 from Fund 110 "General Fund" will be offset by revenue generated by the program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$3,500 to account number 110-61-624-073.44055 "Recreation Supplies" from Fund 110 "General Fund" reserve balance to provide funds for supplies to facilitate the flag football program.

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:

ATTEST:

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

City Council Synopsis
September 27, 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: Appropriating \$2,235 to account number 120-10-120.44164 "Pedretti Park Sign" from Fund 120 "Tourism" reserve balance for the production and installation of a Welcome to Turlock sign at Pedretti Park

2. DISCUSSION OF ISSUE:

A joint effort between the City of Turlock and California State University Stanislaus has been conducted to design, produce, and install a "Welcome to Turlock" sign to replace the existing sign at Pedretti Park, which can be seen from Southbound Highway 99. This joint effort is part of the City and University's "Town and Gown" initiative. This initiative focuses on promoting our community and emphasizes Turlock being the proud home of CSU Stanislaus. Several designs for the sign were created by the University with the final design being selected by former University President, Joseph Sheley.

Based on the lowest bids gathered, the proposed project will cost \$2,235 for production and installation. The funds for the "Welcome to Turlock" sign are to be appropriated to account number 120-10-120.44164 "Pedretti Park Sign" from Fund 120 "Tourism" reserve balance.

3. BASIS FOR RECOMMENDATION:

A. The production and installation of a new sign at Pedretti Park is part of the "Town and Gown" initiative set forth by the City Council and is a joint effort between the City of Turlock and California State University Stanislaus.

OK for Agenda
am A.R.H.

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: \$2,235

Budget Amendment

Appropriation of funds to account number 120-10-120.44164 "Pedretti Park Sign" from Fund 120 "Tourism" reserve balance

Finance has reviewed and approved this budget amendment.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. The Council may choose not to appropriate the funds. This is not recommended as the current sign needs replacement and the new sign aligns with the "Town and Gown" initiative set forth by the City Council.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$2,235 TO ACCOUNT NUMBER }
120-10-120.44164 "PEDRETTI }
PARK SIGN" FROM FUND 120 "TOURISM" }
RESERVE BALANCE FOR THE }
PRODUCTION AND INSTALLATION OF A }
WELCOME TO TURLOCK SIGN AT }
PEDRETTI PARK }

RESOLUTION NO. 2016-

WHEREAS, the City of Turlock in conjunction with California State University Stanislaus has worked together to create a design and gather bids for a "Welcome to Turlock" sign to replace the existing sign at Pedretti Park; and

WHEREAS, the intent of this sign is to support the "Town and Gown" initiative; promoting Turlock and it's enthusiasm for being the home of CSU Stanislaus; and

WHEREAS, the appropriation of \$2,235 from Fund 120 "Tourism" will provide funds for producing and installing this sign.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$2,235 to account number 120-10-120.44164 "Pedretti Park Sign" from Fund 120 "Tourism" reserve balance for the production and installation of a Welcome to Turlock sign at Pedretti Park.

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:

ATTEST:

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

City Council Synopsis

September 27, 2016



54



From: Michael I. Cooke, Municipal Services Director
Prepared by: Allison Martin, Executive Administrative Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of two (2) 2017 ¾ Ton Regular Cab 2WD Pickup Trucks with Utility Body, one (1) 2017 F-150 Regular Cab 2WD Longbed Pickup Truck, and one (1) 2017 F-150 Regular Cab 2WD Shortbed Pickup Truck for the Municipal Services Department from Downtown Ford Sales of Sacramento, California, through the State of California Contract No. 1-16-23-20A, in an amount not to exceed \$121,768, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5)

Resolution: Re-appropriating \$29,997 in unexpended 2015-16 funds to account number 506-00-000-223.51020 "Water Enterprise - Equipment Replacement" for the purchase of two (2) 2017 ¾ Ton Regular Cab 2WD Pickup Trucks with Utility Body from Downtown Ford Sales of Sacramento, California

2. DISCUSSION OF ISSUE:

The City of Turlock is engaged in a joint purchasing plan that includes the State of California Contract No. 1-16-23-20A, which may include vehicle purchases without compliance to the formal bid procedure, pursuant to Turlock Municipal Code Section 2-7-08(b)(5). The State of California Contract No. 1-16-23-20A is a competitively bid contract and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

On December 8, 2015, the City Council approved the purchase of two (2) ¾ Ton Regular Cab 2WD Pickup Trucks from Towne Ford Sales in Redwood City after a formal bid was conducted. Due to a budgeting miscommunication the vehicles were never ordered.

Staff is again recommending an authorization to purchase two (2) 2017 ¾ Ton Standard Cab 2WD Pickup Trucks with Utility Body for the Utility Maintenance Division in an amount not to exceed \$68,000. Utility Maintenance staff has a need

OK for Agenda
A. R. H.

to increase the fleet with two (2) additional pickup trucks assigned to the Municipal Services Department because of the increased work associated with maintaining nineteen thousand (19,000) new water meters and the increased collections system work needed to keep our system in compliance with State standards. Two (2) trucks are necessary because the Municipal Services Department is required to keep water and collections tools and equipment separated so that neither is compromised and/or contaminated.

Water Quality Control staff has identified the need to replace two (2) vehicles in the fleet with two (2) new pickup trucks assigned to the Municipal Services Department. Due to increasing age and maintenance costs, the vehicles to be surplus are a 2004 Ford F-150 and a 2001 Ford F-150. Staff is recommending an authorization to purchase one (1) 2017 F-150 Regular Cab 2WD Longbed Pickup Truck, and one (1) 2017 F-150 Regular Cab 2WD Shortbed Pickup Truck, in an amount not to exceed \$53,768.

3. BASIS FOR RECOMMENDATION:

- A. The Municipal Services Department needs the proper equipment to maintain the City of Turlock's water and wastewater systems.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2 – Fiscal Responsibility

- 6. Ensure efficient use of resources and maximize value within department budgets.

Action Items:

- 5. Plan, review and update the Capital Improvement Plan (CIP) and the Equipment Replacement Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$121,768

The pickups for the Utility Maintenance Staff are proposed to be funded from Fund 506 "Vehicle/Equipment Replacement". Staff is requesting the carryover of \$29,997 in unexpended funds from 2015-16 to account number 506-00-000-223.51020 "Water Equipment Replacement" to assist in the funding of the pickup purchases. This carryover amount will be combined with funds budgeted in 2016-17 to fund the requested \$68,000 purchase.

The pickups for the Water Quality Control Staff are proposed to be purchased with funds currently budgeted in 2016-17 in account 506-00-000-222.51020 "WQC Equipment Replacement." No further budget adjustment is necessary for the requested \$53,768 purchase.

Finance staff has reviewed this staff report.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the vehicle purchase. This alternative is not recommended because the vehicles are needed to maintain the City's water and wastewater systems.



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 08/24/2016

REQUESTING DEPARTMENT: MUNICIPAL SERVICES- WQC OPERATIONS

DEPARTMENT HEAD SIGNATURE: _____

Vehicle requested for Acquisition in the 2016-2017 Fiscal year.

Amount Budgeted: \$ 30,000

Account Number(s): 506-00-000-51020

Will this be a lease purchase? YES NO

Type of Vehicle Request:

FORD TRUCK F-150 LONG BED 3.5L V6

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):
DAYTIME RUNNING LAMPS, MATERIAL RACK, SPRAY-IN BEDLINER, EXTRA KEY

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" – Justification for expanding your department fleet:

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B

Vehicle Being replaced:

Year: 2004

Make: FORD TRUCK

Model: F-150 CNG

Vehicle #: OP01-692

Mileage: 76554

Are you declaring this vehicle as surplus? Yes No

City Manager Approval: _____

Date: 8-26-16

NEW FORD F-150 REGULAR CAB PICKUP 4X2

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES, CLIN 5, RANK 3
STATE OF CALIFORNIA CONTRACT 1-16-23-20A

DOWNTOWN FORD SALES | (916) 442-6931 | WWW.DOWNTOWNFORDSALES.COM

MAJOR STANDARD EQUIPMENT			
DRIVE TRAIN / ENGINE / BED CONFIGURATION / TRIM	ITEM #	PRICE	
4X2, 3.5L FFV ENGINE, 6-SPEED AUTO TRANS W/ TOW-HAUL MODE, 6.5' BED / 122" WB, 6010# GVWR, 23 GAL. FUEL TANK, BLACK FRONT/REAR STEP BUMPERS, RUBBER FLOORING, MANUAL WINDOWS, A/C, AM/FM RADIO, VINYL SEATS, XL TRIM		\$18,609.00	
DRIVE TRAIN / ENGINE / BED CONFIGURATION / TRIM			
2.7L V6 ECOBOOST ENGINE W/ AUTO START/STOP SYSTEM (REQ. LONGBED 8' / 141" WB)	199P	789.00	
3.5L V6 ECOBOOST ENGINE (REQ. LONGBED 8' / 141" WB)	199G	2,179.00	✓
5.0L V8 ENGINE	199F	794.00	
LONGBED — 8' BED / 141" WB	114X	308.00	✓
ELECTRONIC LOCKING REAR AXLE	1XL6	567.00	
UPGRADE TO XLT TRIM — INCL PWR GRP, AM/FM/CD, CLOTH SEATS, CARPET & FLOOR MATS, XL DECOR GROUP, AUTO LAMPS, ALUMINUM WHEELS, PRIVACY GLASS, SYNC HANDS-FREE BLUETOOTH	1XLT	4,797.00	
FACTORY-INSTALLED OPTIONS			
BACKUP ALARM	185H	125.00	
AM/FM/CD	158B	290.00	
BLUETOOTH — FACTORY SYNC	152B	640.00	
BOX SIDE STEPS	163S	320.00	
CHROME BUMPERS — FRONT AND REAR (XL DECOR GROUP, REQ. & INCL. FOG LAMPS)	117C	317.00	
CLOTH SEATING	1CG0	294.00	
CRUISE CONTROL	150S	224.00	
DAYTIME RUNNING LIGHTS	0942	45.00	✓
FOG LAMPS	159F	139.00	
MANUAL DRIVER LUMBAR	190L	40.00	
POWER GROUP — PWR LOCKS, WINDOWS, HEATED PWR MIRRORS	185A	1,162.00	
PRO TRAILER BACKUP ASSIST (REQ. PWR GRP, REAR VIEW CAMERA, TRAILER TOW)	147E	395.00	
REAR DEFROSTER	157Q	219.00	
REAR VIEW CAMERA (REQ. PWR GRP)	176C	250.00	
REVERSE SENSING SYSTEM	176R	273.00	
RUNNING BOARDS — PLATFORM TYPE	118B	348.00	
TAILGATE STEP	163T	373.00	
TRAILER BRAKE CONTROLLER (REQ. TRAILER TOW)	167T	273.00	
TRAILER TOW PKG	153A	492.00	✓
DEALER UPFIT & SERVICE BODY			
CAMPER SHELL — LEER LEGEND	1CMP	1,660.00	
MATERIAL RACK	1MAT	995.00	✓
PRIVACY GLASS	0TNT	375.00	
SPRAY-IN BEDLINER	0LIN	595.00	✓
UNDERSEAL CHASSIS	0UND	390.00	
TOOLBOX — DIAMOND PLATE — CROSSBOX	0XBX	795.00	✓
ACCESSORIES			
EXTRA KEY, NO POWER GROUP — MAXIMUM OF 5 KEYS PER VEHICLE	00KY	189.00	✓
EXTRA KEY, W/ KEY FOB (REQ. POWER GROUP) — MAX 5 KEYS PER VEHICLE	0PKY	299.00	
MANUAL — SHOP (CD-ROM)	0MS0	294.00	✓
MANUAL — PARTS (CD-ROM)	0MP0	279.00	✓
WARRANTY — EXTRA CARE, 5YR/100,000MI/\$0.00 DEDUCTIBLE	1WTY	1,632.00	

*Total \$25,813.86
Price w/ End Tax*



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 08/24/16

REQUESTING DEPARTMENT: MUNICIPAL SERVICES-WQC-OPERATIONS

DEPARTMENT HEAD SIGNATURE: [Signature]

Vehicle requested for Acquisition in the 2016-2017 Fiscal year.

Amount Budgeted: \$30,000

Account Number(s): 506-00-000-51020

Will this be a lease purchase? YES NO

Type of Vehicle Request:
FORD TRUCK F-150 SHORT BED 3.5L V6

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):
TOW PACKAGE, DAYTIME RUNNING LIGHTS, SPRAY-IN BEDLINER, EXTRA KEY

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" – Justification for expanding your department fleet:

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B
Vehicle Being replaced: Year: 2001 Make: FORD TRUCK
Model: F-150 CNG Vehicle #: OP01-620
Mileage: 76554

Are you declaring this vehicle as surplus? Yes No

City Manager Approval: [Signature] Date: 8-26-16

NEW FORD F-150 REGULAR CAB PICKUP 4X2

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES, CLIN 5, RANK 3
STATE OF CALIFORNIA CONTRACT 1-16-23-20A

DOWNTOWN FORD SALES | (916) 442-6931 | WWW.DOWNTOWNFORDSALES.COM

MAJOR STANDARD EQUIPMENT		
DRIVE/TRAIN / ENGINE / BED CONFIGURATION / TRIM	ITEM #	PRICE
4X2, 3.5L FFV ENGINE, 6-SPEED AUTO TRANS W/ TOW-HAUL MODE, 6.5' BED / 122" WB, 6010# GVWR, 23 GAL. FUEL TANK, BLACK FRONT/REAR STEP BUMPERS, RUBBER FLOORING, MANUAL WINDOWS, A/C, AM/FM RADIO, VINYL SEATS, XL TRIM		\$18,609.00
FACTORY INSTALLED OPTIONS		
2.7L V6 ECOBOOST ENGINE W/ AUTO START/STOP SYSTEM (REQ. LONGBED 8' / 141" WB)	199P	789.00
3.5L V6 ECOBOOST ENGINE (REQ. LONGBED 8' / 141" WB)	199G	2,179.00
5.0L V8 ENGINE	199F	794.00
LONGBED — 8' BED / 141" WB	114X	308.00
ELECTRONIC LOCKING REAR AXLE	1XL6	567.00
UPGRADE TO XLT TRIM — INCL PWR GRP, AM/FM/CD, CLOTH SEATS, CARPET & FLOOR MATS, XL DÉCOR GROUP, AUTO LAMPS, ALUMINUM WHEELS, PRIVACY GLASS, SYNC HANDS-FREE BLUETOOTH	1XLT	4,797.00
BACKUP ALARM	185H	125.00
AM/FM/CD	158B	290.00
BLUETOOTH — FACTORY SYNC	152B	640.00
BOX SIDE STEPS	163S	320.00
CHROME BUMPERS — FRONT AND REAR (XL DÉCOR GROUP, REQ. & INCL. FOG LAMPS)	117C	317.00
CLOTH SEATING	1CG0	294.00
CRUISE CONTROL	150S	224.00
DAYTIME RUNNING LIGHTS	0942	45.00
FOG LAMPS	159F	139.00
MANUAL DRIVER LUMBAR	190L	40.00
POWER GROUP — PWR LOCKS, WINDOWS, HEATED PWR MIRRORS	185A	1,162.00
PRO TRAILER BACKUP ASSIST (REQ. PWR GRP, REAR VIEW CAMERA, TRAILER TOW)	147E	395.00
REAR DEFROSTER	157Q	219.00
REAR VIEW CAMERA (REQ. PWR GRP)	176C	250.00
REVERSE SENSING SYSTEM	176R	273.00
RUNNING BOARDS — PLATFORM TYPE	118B	348.00
TAILGATE STEP	163T	373.00
TRAILER BRAKE CONTROLLER (REQ. TRAILER TOW)	167T	273.00
TRAILER TOW PKG	153A	492.00
DEALER UPGRADE & SERVICE BODY		
CAMPER SHELL — LEER LEGEND	1CMP	1,660.00
MATERIAL RACK	1MAT	995.00
PRIVACY GLASS	0TNT	375.00
SPRAY-IN BEDLINER	0LIN	595.00
UNDERSEAL CHASSIS	0UND	390.00
TOOLBOX — DIAMOND PLATE — CROSSBOX	0XBX	795.00
ACCESSORIES		
EXTRA KEY, NO POWER GROUP — MAXIMUM OF 5 KEYS PER VEHICLE	00KY	189.00
EXTRA KEY, W/ KEY FOB (REQ. POWER GROUP) — MAX 5 KEYS PER VEHICLE	0PKY	299.00
MANUAL — SHOP (CD-ROM)	0MS0	294.00
MANUAL — PARTS (CD-ROM)	0MPO	279.00
WARRANTY — EXTRA CARE, 5YR/100,000MI/\$0.00 DEDUCTIBLE	1WTY	1,632.00

Total Price: \$23,066.35
includes sales Tax

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA 95811
 916-442-6931 fax 916-491-3138

S090116 104

QUOTATION

Customer

Name BETTY GONZALEZ
 Address CITY OF TURLOCK
 City _____ State _____ Zip _____
 Phone VIA EMAIL

Date 9/1/2016
 REP SANDRA
 Phone 916-442-6931
 FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
2	2017 FORD F250 4X2 REG CAB PICKUP GAS STATE CONTRACT 1-16-23-20A CLIN 15 RANK 2	\$20,972.00	\$41,944.00
2	HD SERVICE SUSPENSION	\$125.00	\$250.00
2	POWER GROUP	\$1,124.00	\$2,248.00
2	TRAILER BRAKE CONTROLLER	\$273.00	\$546.00
2	DIAMOND OPEN TOP SERVICE BODY	\$5,457.00	\$10,914.00
4 *	EXTRA KEYS	\$299.00	\$1,196.00
2	SHOP MANUAL	\$294.00	\$588.00
2	PARTS MANUAL	\$279.00	\$558.00
2	DOC FEE	\$80.00	\$160.00
SALES TAX CALCULATED AT 7.625%			

Payment Details

- Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

Subtotal	\$58,404.00
Delivery	\$300.00
Taxes STANISLAUS	\$4,453.31
CA Tire Tax	\$17.50
TOTAL	\$63,174.81

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE _____ DATE _____



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 8-24-16

REQUESTING DEPARTMENT: MUNICIPAL SERVICES

DEPARTMENT HEAD SIGNATURE:

Vehicle requested for Acquisition in the 16/17 Fiscal year.

Amount Budgeted: 75,000
Account Number(s): 410 FUND 506 DIVISION

Will this be a lease purchase? YES NO

Type of Vehicle Request:
2EA-3/4 TON 4x2 REGULAR CAB PICK UP WITH OPEN TOP SERVICE BODY SEE ATTACHED

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):
SEE ATTACHED: 267H, 290L, 252B, 20C1, OPKY

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" - Justification for expanding your department fleet:
NEW VEHICLES NEEDED FOR AN ADDITIONAL INSTRUMENT TECH & AN ELEC/MELH TECH

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B
Vehicle Being replaced: Year: _____ Make: _____
Model: _____ Vehicle #: _____
Mileage: _____

Are you declaring this vehicle as surplus? Yes No

City Manager Approval: [Signature] Date: 8-26-16

Revised 6/2008

Approved Department Head: [Signature] 8/24/16

NEW FORD F-250 4X2 GAS REGULAR CAB PICKUP

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES, CLIN 15, RANK 2
STATE OF CALIFORNIA CONTRACT 1-16-23-20A

DOWNTOWN FORD SALES | (916) 442-6931 | WWW.DOWNTOWNFORDSALES.COM

MAJOR STANDARD EQUIPMENT			
4X2, 6.2L V8 FV GAS ENGINE, 6-SPEED AUTOMATIC TRANSMISSION, 8' BED / 142" WB, 10,000# GVWR, BLACK FRONT/REAR STEP BUMPERS, 17" ARGENT PAINTED STEEL WHEELS W/ CENTER COVER, RUBBER FLOORING, MANUAL WINDOWS, A/C, AM/FM, VINYL SEATS, TRAILER TOW PACKAGE, TILT WHEEL, XL TRIM			20,972.00
DRIVETRAIN / TRIM	ITEM #	PRICE	
ELECTRONIC LOCKING REAR AXLE	2AXL	389.00	
UPGRADE TO XLT TRIM — INCL PWR GRP, CHROME FRONT / REAR BUMPERS, AM/FM/CD/AUX, 40/20/40 CLOTH SEATS, CARPETED FLOOR COVERING (CAN BE DELETED), CARPET FLOOR MATS, AUTO LAMPS, 18" CAST ALUMINUM WHEELS, PRIVACY GLASS, REMOTE KEYLESS ENTRY, PERIMETER ANTI-THEFT ALARM, CRUISE CONTROL, SYNC HANDS-FREE BLUETOOTH	2XLT	4,897.00	
DIESEL ENGINE			
CHANGE TO 6.7L DIESEL ENGINE	D99T	8,594.00	
ENGINE IDLE SHUTDOWN (REQ. 6.7L DIESEL ENGINE)	D63T	249.00	
HIGH CAPACITY TRAILER TOW PACKAGE — (REQ. 6.7L DIESEL ENGINE)	D53S	1,129.00	
OPERATOR COMMANDED REGENERATION — OCR (REQ. 6.7L DIESEL ENGINE)	D98R	249.00	
TRANSMISSION POWER TAKE-OFF PROVISION (REQ. 6.7L DIESEL ENGINE)	D62R	279.00	
FACTORY-INSTALLED OPTIONS			
110V / 400W OUTLET	243C	74.00	
ADVANCED SECURITY PACKAGE	276Z	59.00	
ALL TERRAIN TIRES	2TBM	164.00	
BACKUP ALARM	276C	139.00	
BED MAT (N/A W/ GOOSENECK HITCH, N/A W/ SERVICE BODY TRUCKS)	285M	149.00	
BLIND SPOT INFORMATION SYSTEM (BLIS) W/ CROSS TRAFFIC ALERT (REQ. POWER GROUP, N/A W/ SERVICE BODY TRUCKS)	260B	539.00	
BLUETOOTH — FACTORY SYNC	291M	647.00	
BOXLINK BED TIEDOWN SYSTEM (N/A W/ SERVICE BODY TRUCKS)	266B	74.00	
CARPET DELETE (XLT TRIM ONLY)	2166	(41.00)	
CENTER HIGH MOUNT STOP LAMP (CHMSL) CAMERA — PROVIDES VIEW OF BED (REQ. XL VALUE PKG, N/A W/ SERVICE BODY TRUCKS)	2873	199.00	
CLEARANCE LIGHTS, ROOF	2592	79.00	
CLOTH SEATING — HIGH BACK BUCKET SEATS	2LS0	514.00	
CRUISE CONTROL	2525	235.00	
DAYTIME RUNNING LIGHTS	0942	45.00	
H/D SERVICE SUSPENSION	267H	125.00	
LED BOX LIGHTING (N/A W/ SERVICE BODY TRUCKS)	266L	59.00	
LED ROOF MARKER / CLEARANCE LIGHTS	2592	79.00	
POWER GROUP — INCL. PWR LOCKS, WINDOWS, HEATED PWR MIRRORS	290L	1,124.00	
REAR VIEW CAMERA (REQ. XL VALUE PKG)	2871	535.00	
REAR WINDOW DEFROSTER	243B	92.00	
REMOTE START SYSTEM (REQ. POWER GROUP)	276S	194.00	
REVERSE SENSING SYSTEM (N/A W/ SERVICE BODY TRUCKS / LIFTGATE, REQ. OEM REAR BUMPER)	276R	244.00	
RUNNING BOARDS	218B	374.00	
SPLASH GUARDS — FRONT AND REAR (N/A W/ SERVICE BODY TRUCKS)	261S	130.00	
TAILGATE STEP (N/A W/ SERVICE BODY TRUCKS)	285G	374.00	
TRAILER BRAKE CONTROLLER	252B	273.00	
TRAILER TOW CAMERA SYSTEM — INCL. 360 DEGREE CAMERA SYSTEM, TRAILER REVERSE GUIDANCE SYSTEM (REQ. XL VALUE PKG, POWER GROUP, N/A W/ SERVICE BODY TRUCKS)	2873	834.00	
UPFITTER SWITCHES	266S	164.00	
VOICE ACTIVATED NAVIGATION (REQ. UPGRADE TO XLT TRIM)	221N	693.00	
WHEEL LOCKS	294W	74.00	
WHEEL WELL LINER (N/A W/ SERVICE BODY TRUCKS)	261M	179.00	
XL VALUE PACKAGE — INCL. AM/FM/CD/AUX, BRIGHT CHROME HUB COVERS, CHROME FRONT & REAR STEP BUMPERS	296V	719.00	
DEALER UPFIT			
CAMPER SHELL — LEER LEGEND	0CMP	1,690.00	
MATERIAL RACK	2MAT	1,395.00	
PRIVACY GLASS	0TNT	375.00	
PUSH BUMPER — [] SETINA (DSP1) [] GO RHINO (0GP1) (SELECT ONE)	-	597.00	
SPOT LAMPS — PILLAR MOUNTED (EACH): [] DRIVER SIDE [] PASS. SIDE -OR- [] ROOF MOUNT	0SPT	495.00	
SPRAY-IN BEDLINER	0LIN	595.00	
TOMMYGATE 1000# LIFTGATE	0TOM	3,150.00	
TOOLBOX — DIAMOND PLATE CROSSBOX	0XBX	795.00	
UNDERSEAL CHASSIS	0UND	399.00	
SERVICE BODIES			
RECEIVER HITCH FOR SERVICE BODY TRUCKS	0HTC	595.00	
SERVICE BODY — DIAMOND 6610-96-CT-B492 CLOSED TOP [] ADD \$150 FOR OPEN TOP (2001)	2DC1	5,307.00	
SERVICE BODY — CTEC 9838-79	2C01	6,991.00	
SERVICE BODY — HARBOR HT098	2H01	5,740.00	
SERVICE BODY — KNAPEIDE 696J40 CLOSED TOP [] ADD \$495 FOR OPEN TOP (2K01)	2KC1	5,740.00	
SERVICE BODY — PACIFIC 95401549	2P01	5,720.00	
SERVICE BODY — ROYAL 40-VO-98	2R01	5,812.00	
SERVICE BODY — SCELZI-SCBR-98-79-38V CLOSED TOP [] ADD \$160 FOR OPEN TOP (2S01)	2SC1	5,427.00	
ACCESSORIES			
EXTRA KEY, NO POWER GROUP — MAXIMUM OF 5 KEYS PER VEHICLE	00KY	189.00	
EXTRA KEY, W/KEY FOR (REQ. POWER GROUP) — MAXIMUM OF 5 KEYS PER VEHICLE	0PKY	299.00	
MANUAL — SHOP (CD-ROM)	0MS0	294.00	
MANUAL — PARTS (CD-ROM)	0MP0	279.00	
WARRANTY — EXTRA CARE, 5YR/100,000MI/\$100.00 DEDUCTIBLE	2WTY	2,142.00	
WARRANTY — EXTRA CARE, 5YR/100,000MI/\$100.00 DEDUCTIBLE (6.7L DIESEL ENGINE)	2WDY	2,920.00	

Approx: \$28,551.00

DOWNTOWN FORD SALES | 525 N. 16TH ST. SACRAMENTO, CA 95811 | (916) 442-6931
CONTACT GRAHAM ENOS OR SANDRA SCOTT WITH QUESTIONS OR INQUIRIES

PROPRIETARY

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING }
\$29,997 IN UNEXPENDED 2015-16 FUNDS TO }
ACCOUNT NUMBER 506-00-000-223.51020 }
"WATER ENTERPRISE - EQUIPMENT }
REPLACEMENT" FOR THE PURCHASE OF }
TWO (2) 2017 ¾ TON REGULAR CAB 2WD }
PICKUP TRUCKS WITH UTILITY BODY }
FROM DOWNTOWN FORD SALES OF }
SACRAMENTO, CALIFORNIA }

RESOLUTION NO. 2016-

WHEREAS, by separate action, on September 27, 2016, Council approved the purchase of four (4) pickups from Downtown Ford Sales of Sacramento, CA; and

WHEREAS, on December 8, 2015, Turlock City Council approved the purchase of two (2) ¾ ton regular cab 2WD pickup trucks with utility body from Towne Ford Sales of Redwood City, California, in the amount of \$65,293; and

WHEREAS, due to a budgeting miscommunication, the vehicles were never ordered; and

WHEREAS, staff is again recommending to purchase these vehicles to keep up with increased workload; and

WHEREAS, the funding to purchase the vehicles 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 \$29,997 in unexpended 2015-16 funds to account number 506-00-000-223.51020 "Water Enterprise - Equipment Replacement" for the purchase of two (2) 2017 ¾ Ton Regular Cab 2WD Pickup Trucks with Utility Body from Downtown Ford Sales of Sacramento, California.

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:

ATTEST:

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

City Council Synopsis

September 27, 2016



From: Michael I. Cooke, Municipal Services Director
Prepared by: Allison Martin, Executive Administrative Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to an Agreement between the City of Turlock and Geoanalytical Laboratories for laboratory analysis services, increasing the compensation to an annual amount of \$137,000 during the term of the existing contract

2. DISCUSSION OF ISSUE:

The City of Turlock uses contract laboratories to conduct routine analyses of the City's water and wastewater. Over the years, the City has primarily used two (2) contract laboratories: Goanalytical Laboratories and Sierra Foothill Labs. On March 31, 2000, the City Council approved an agreement with Geoanalytical Laboratories for laboratory analysis services. The agreement stipulated the contract shall not exceed one hundred thousand and no/100ths dollars (\$100,000) annually.

Earlier this year, on short notice, the City was informed that Sierra Foothill Labs had ceased operations. In order to continue testing wastewater in compliance with the City's Waste Discharge Requirements, all laboratory analyses were then sent to Geoanalytical Laboratories. In order to pay for this additional work, the City's contract with Geoanalytical Laboratories must be amended to one hundred thirty seven thousand and no/100ths dollars (\$137,000) annually to fund the services previously provided by Sierra Foothill Labs.

The proposed amendment would include both Fiscal Year 2015/16 and Fiscal Year 2016/17. There is no overall impact to the amount the City budgets for contract laboratory analyses. This year, the Municipal Services Department will, however, send out a Request for Proposals for contract laboratory services to ensure that we continue to receive the market rate for this work.

OK for Agenda
[Signature]

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Department needs to utilize laboratory analysis services.

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 of City facilities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$137,000

The adopted Municipal Services Department budget for FY 2015/16 and FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with the service agreement with Geoanalytical Laboratories, with an annual not-to-exceed amount of \$137,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
GEOANALYTICAL LABORATORIES
for
LABORATORY ANALYSIS SERVICES
CONTRACT NO. 9900-53**

THIS AMENDMENT, dated September 27, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **GEOANALYTICAL LABORATORIES**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated March 31, 2000, whereby CONTRACTOR will supply laboratory analysis services (hereinafter the "Agreement").

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

1. Paragraph 2 of the Agreement is amended in part to read as follows:

"2. **COMPENSATION:** CITY agrees to pay CONTRACTOR an annual sum not to exceed a total of One Hundred Thirty Seven Thousand and No/100^{ths} Dollars (\$137,000.00). Such maximum amount shall be compensation for all of CONTRACTOR 's expenses incurred in the performance of this Agreement including, but not limited to, any and all travel and per diem."

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.

CITY OF TURLOCK, a municipal corporation

GEOANALYTICAL LABORATORIES

By: _____
Gary Soiseth, Mayor

By: _____

or

Gary R. Hampton, City Manager

Title: _____

Print name: _____

Date: _____

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



AMENDMENT NO. 1
to
AGREEMENT BETWEEN
CITY OF TURLOCK
and
GEO ANALYTICAL LABORATORIES
for
LABORATORY ANALYSIS SERVICES
CONTRACT NO. 9900-53

THIS AMENDMENT is made this 13th day of February 2001, by and between the City of Turlock, California (hereinafter referred to as "CITY") and Geo Analytical Laboratories (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, the parties hereto previously entered into an agreement on March 31, 2000, whereby CONTRACTOR will provide laboratory analysis services (hereinafter referred to as the "Agreement").

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

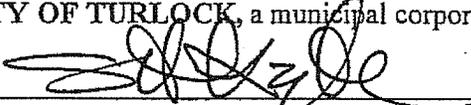
1. Amend paragraph two entitled "Compensation" to read as follows:

"2. COMPENSATION: CITY agrees to pay CONTRACTOR an annual sum not to exceed a total of One Hundred Thousand and No/100ths Dollars (\$100,000.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of this Agreement including, but not limited to, any and all travel and per diem."

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

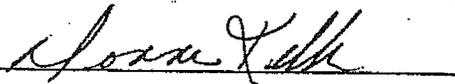
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first reflected hereinabove.

CITY OF TURLOCK, a municipal corporation

By: 

Steven H. Kyte, City Manager

GEO ANALYTICAL LABORATORIES

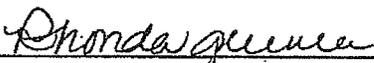
By: 

APPROVED AS TO FORM:

By: 

Richard C. Burton, City Attorney

ATTEST:

By: 

Rhonda Greenlee, City Clerk

February 2001



CITY OF TURLOCK CHANGE NOTICE REQUEST FORM

PURCHASE ORDER NUMBER: 2016-403
~~2017-232~~

CONTRACTOR/VENDOR NAME: GEOANALYTICAL LAB INC

Change(s) for the following reason(s): Line number changes

Price Change <input checked="" type="checkbox"/>	Delivery Date _____	Cancel <input type="checkbox"/>	Requested By: <u>Dawn</u>
Description Change <input type="checkbox"/>	Stock Number _____	Other <input checked="" type="checkbox"/>	Department/Div: _____
New Purchase Order <input type="checkbox"/>	_____	Green PO <input type="checkbox"/>	Sent to: <u>Lisa</u>
Address Change <input type="checkbox"/>	*List "New" Address Below		Date: <u>9/1/2016</u>

ADDITIONAL INFORMATION:

Michael Cooke approved these changes:

410-51-530.43311 change amount to \$113,100.00	<u>MC</u>
420-52-550.43513 change amount to \$16,800.00	<u>ML</u>
420-52-550.43504 change amount to \$7,100.00	<u>ML</u>

Submitted By: _____
Date: _____

Change Notices must be sent to:
Purchasing Accounts Payable Shipping Receiving Revised 3/2008

City Council Synopsis

September 27, 2016



5J



From: Gary R. Hampton, City Manager
Prepared by: Sarah Eddy, Human Resources Manager
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to the job classification for the position of Executive Administrative Assistant/Deputy City Clerk, effective October 1, 2016

Resolution: Approving a second amendment to the salary schedule of the existing Confidential Schedule of Benefit Plans and Policies, adopted by Resolution No. 2014-166 on October 14, 2014, and amended by Resolution No. 2016-157 on June 28, 2016, to update the schedule to include the modified Executive Administrative Assistant/Deputy City Clerk job classification and salary range and the addition of Office Assistant I/II job classifications and salary ranges

2. DISCUSSION OF ISSUE:

As part of the amended budget for fiscal year 2016-17, a reorganization (personnel reclassification/reallocation succession plan) within the Office of the City Manager was approved. The reorganization accommodated the scheduled retirement (December 2016) of the Executive Assistant to the City Manager/City Clerk position and the elimination of the duplicate trainee position, creating separate positions of the Executive Administrative Assistant to the City Manager and City Clerk. The staff member currently holding the Trainee position was approved for promotion to the City Clerk position (effective January 2017). Staffing for the Executive Administrative Assistant to the City Manager is identified below.

Since development of the reorganization (personnel reclassification/reallocation succession plan), staff in the Office of the City Manager has identified refinement that more effectively utilizes personnel and appropriately staffs the office. The refinement combines the vacant Executive Administrative Assistant to the City Manager with the existing Executive Administrative Assistant/Deputy City Clerk position. The current Executive Administrative Assistant/Deputy City Clerk will continue to hold this position.

A.R.H.

With the combined job duties, additional responsibilities, and complexity of work, staff is requesting a salary range adjustment from 26.2 to 29.2, with step increases provided through the annual performance evaluation process. Approval of the modified job description, requires an amendment to the related salary schedule of the existing Confidential Schedule of Benefit Plans and Policies, to include the modified Executive Administrative Assistant/Deputy City Clerk job classification and salary range.

Additionally, the proposal is to under-fill the vacant position in the Office of the City Manager with the Office Assistant I/II job classification. An Office Assistant will provide the necessary resources to complete the established job duties and provide support to internal staff as well as our citizenry. The cost savings of under-filling this position will also allow for part-time staff to assist with clerical functions and staff support. The salary schedule of the existing Confidential Schedule of Benefit Plans and Policies, will also be modified to include the addition of Office Assistant I/II job classifications and salary ranges.

3. BASIS FOR RECOMMENDATION:

- A. The refined reorganization plan effectively staffs the Office of City Manager with: (1) City Clerk, (1) Executive Administrative Assistant/Deputy City Clerk, (1) Office Assistant and Part Time Help as needed (not to exceed 960 hours annually).
- B. The refined reorganization plan provides optimum service of internal staff, while offering excellent customer service to our citizens.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 – Effective Leadership

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Savings is achieved through classifications to lesser salary ranges, thus no augmentation is necessary. Salary and benefit savings of the refined reorganization plan are \$33,699.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could choose not to approve the refined reorganization (personnel reclassification/reallocation succession plan) within the Office of the City Manager.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB CLASSIFICATION }
FOR THE POSITION OF EXECUTIVE }
ADMINISTRATIVE ASSISTANT/DEPUTY CITY }
CLERK, EFFECTIVE OCTOBER 1, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, as part of the amended budget for fiscal year 2016-17, a reorganization to the Office of the City Manager was approved; and

WHEREAS, since development of the reorganization, staff in the Office of the City Manager has identified refinement that more effectively utilizes personnel and appropriately staffs the office; and

WHEREAS, the refinement combines the vacant Executive Administrative Assistant to the City Manager with the existing Executive Administrative Assistant/Deputy City Clerk position (Attachment A); the current Executive Administrative Assistant/Deputy City Clerk will continue to hold this position; and

WHEREAS, with the combined job duties, additional responsibilities, and complexity of work, staff is requesting a salary range adjustment from 26.2 to 29.2, with step increases provided through the annual performance evaluation process; and

WHEREAS, the proposal also includes under-filling of the vacant position in the Office of the City Manager with the Office Assistant I/II job classification and allowing for part-time staff to assist with clerical functions and staff support; rendering a salary and benefit savings of \$33,699.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve modifications to the job classification for the position of Executive Administrative Assistant/Deputy City Clerk, effective October 1, 2016.

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:

ATTEST:

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



EXECUTIVE ADMINISTRATIVE ASSISTANT/DEPUTY CITY CLERK

DEFINITION

Under administrative direction of the City Manager, to perform responsible coordination, technical and advanced clerical support to the City Manager, Mayor, and City Council, including highly confidential duties, personnel records management and file maintenance; assume the duties of the City Clerk in that official's absence, process and record official City documents, respond to questions and refer individuals to appropriate agency, provide public records as requested, and complete other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the City Manager. The job incumbent provides direct supervision to subordinate level technical and clerical staff within the City Manager's office.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to, the following:

- Plan, organize, control and direct the operations and activities of the City Manager's office; ensure smooth, timely and efficient office operations; relieve the City Manager of administrative duties; ensure Department activities comply with established policies and regulations.
- Coordinate incoming correspondence, visitors and telephone calls with the availability of the City Manager, Mayor, and City Council.
- Perform complex, responsible, administrative and confidential technical and clerical duties for the City Manager, Mayor, and City Council.
- Assist in the development and administration of the budget for the City Manager and City Council; review and evaluate budgetary and financial data; monitor and control revenues and expenditures in accordance with established limitations.
- Set up and maintain appointment schedules and calendar of activities; reschedule appointments or meetings as necessary to accommodate unexpected changes in priorities or work schedules.
- Assume the duties of the City Clerk in that official's absence.
- Schedule staff or committee meetings and make all necessary arrangements relating to time, date and place; notify participants of agenda items and provide background information as required; attend such meetings when requested.

ATTACHMENT A

- Coordinate activities to ensure timely submission of documents or information that may be required of several staff personnel to complete a major project.
- Review and submit bi-monthly payroll variances for department or assigned staff.
- Make travel arrangements; reserve facilities; prepare and ensure proper completion of reimbursement forms.
- Compose correspondence independently on a variety of matters; compile and type various letters, reports, statistical data, memos, bulletins, lists and other materials as directed; prepare, format, edit and proofread written materials.
- Compose correspondence, complex reports, agendas, resolutions, minutes, contracts, and other communications for inclusion within the City Council agenda.
- Receive and read incoming correspondence, reports, instructions and similar documents; identify those communications which require the personal attention of the supervisor and attach appropriate background material; flag priority items for the supervisor's review.
- Maintain familiarity with established procedures for clearing correspondence, developing or forwarding reports and obtaining services, supplies or temporary office help; and provide information regarding these and similar matters to the supervisor or to members of the staff, or take the action necessary to meet the day-to-day operating needs of the office.
- Process plans, specifications, forms, reports, legal documents and similar materials in accordance with legal and procedural requirements; ensure that information is complete and in accordance with legal and procedural requirements.
- Ensure that clerical processes conform to established policies and procedures.
- Provide, assists with or coordinates training to others, as needed.
- Supervise staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Attend assigned meetings and training; interacts with outside agencies and commissions; participates in teams, or committees, as needed.
- Provide information to the public and staff regarding City operations and established administrative policies and procedures; researches inquiries from staff and the public and compiles information for inclusion in various reports.
- Coordinate and distribute assigned work to subordinate personnel; establishes standards and instructs assigned staff in work methods; checks and corrects work in progress and upon completion; performs the more difficult work of the clerical staff; establishes standards of performance for each position supervised; and performs related work as required.
- Perform all other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Advanced word processing, spreadsheet, database, electronic mail, publishing, and other business related computer software applications.

Municipal structure and organization in a Mayor-Council/City Manager form of government.

Principles of effective time management.

Safe work practices and related regulations.

Principles of conflict resolution and excellent customer service.

Provisions, principles and practices of municipal structure and organization.

Correct English usage, spelling, grammar, and punctuation.

Basic mathematics.

Modern office procedures, methods, and computer equipment.

Clerical research methods, including the compilation and verification of information and preparing follow-up summaries or reports.

Business letter writing and report preparation.

Legal requirements for various publications and hearings.

Organization, procedures, and operating details of the City Clerk's Office and City Government.

State laws regarding the Public Records Act, Brown Act, Political Reform Act, the Government Code and the Election Code.

Budget principles and practices.

Ability to:

Oversee contracts, read and interpret complex legal documents, administrative procedures and regulations.

Understand the organization and operation of the City and outside agencies as necessary to assume assigned responsibilities.

Understand and comply with complex state and federal regulations, laws, codes, policies as related to assigned program area.

Use a variety of standard business computer software applications.

ATTACHMENT A

Understand, interpret and explain department policies and procedures; explain operations and problem solve office issues for the public and with staff.

Facilitate and coordinate meetings or training.

Plan, initiate, manage and complete complex and multiple simultaneous work assignments or projects with a minimum of direction.

Assign, supervise, train, evaluate, and correct the work of subordinates.

Perform complex secretarial, clerical and administrative detail work involving independent judgment requiring thorough knowledge of city and department functions and municipal policies.

Take responsibility and use good judgment in the application of authority.

Create clear and comprehensive reports, letters, and memoranda and keep complex records.

Devise or adopt office procedures in response to changing organizational needs.

Type accurately at a speed of sixty (60) words per minute, net corrected.

Manage and administer budget principles.

Operate a vehicle observing legal and defensive driving practices.

Understand and carry out oral and written instructions.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted during the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Six years of increasingly responsible technical and clerical experience performing administrative support tasks that include analyzing and interpreting complex documents, administrative procedures, and/or regulations.

Education:

Possession of a High School diploma or GED certificate.

DESIRABLE QUALIFICATIONS

Prior experience performing duties comparable to those of a Deputy City Clerk.

ATTACHMENT A

Certification or ability to be a Notary Public is desirable.

LICENSE AND/OR CERTIFICATE

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Maintenance of a valid California Driver's License and proof of automobile liability insurance is a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to read instructions, read fine print and view computer screen; hear well enough to converse on the telephone and in person; use of hands and fingers for use of computer keyboard, filing, writing and answering telephones.

December 2015
Revised 9/16

REVIEWED AND APPROVED: _____
Personnel Officer

DATE: _____

CONFIDENTIAL RANGE LIST
2.31% NET ROLLUPS 7/1/14

ATTACHMENT A

BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
6	21.2	3582	3760	3948	4145	4352	ACCOUNT TECH HUMAN RESOURCES TECH SECRETARY, SR
6	23.2	3948	4145	4352	4569	4798	PAYROLL COORDINATOR SECRETARY, SUPERVISING SECRETARY/DEPUTY CITY CLERK
6	28	4988	5237	5499	5774	6063	HUMAN RESOURCES ANALYST
6	29.2	5290	5554	5832	6124	6430	EXEC ADMIN ASSIST/PUBLIC SAFETY
6	31.2	5832	6124	6430	6751	7088	LEGAL ASSISTANT

CONFIDENTIAL RANGE LIST
2.18% NET ROLLUPS 7/1/15

BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
6	21.2	3660	3843	4035	4237	4448	ACCOUNT TECH HUMAN RESOURCES TECH SECRETARY, SR
6	23.2	4035	4237	4448	4671	4904	PAYROLL COORDINATOR SECRETARY, SUPERVISING
6	26.2	4671	4904	5150	5407	5677	EXEC ADMIN ASST/DEPUTY CITY CLERK
6	28	5099	5353	5621	5902	6197	HUMAN RESOURCES ANALYST
6	29.2	5407	5677	5961	6259	6572	EXEC ADMIN ASSIST/PUBLIC SAFETY
6	31.2	5961	6259	6572	6901	7246	LEGAL ASSISTANT

CONFIDENTIAL RANGE LIST
2.19% NET ROLLUPS 7/1/16

BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
6	13.9	2620	2752	2890	3034	3186	OFFICE ASSISTANT I
6	15.9	2890	3034	3186	3346	3512	OFFICE ASSISTANT II
6	21.2	3740	3927	4123	4329	4545	ACCOUNT TECH HUMAN RESOURCES TECH SECRETARY, SR
6	23.2	4123	4329	4545	4773	5011	PAYROLL COORDINATOR SECRETARY, SUPERVISING
6	26.2	4773	5011	5262	5525	5804	EXEC ADMIN ASST/DEPUTY CITY CLERK
6	28	5210	5470	5744	6031	6332	HUMAN RESOURCES ANALYST
6	29.2	5525	5801	6091	6396	6716	EXEC ADMIN ASSIST/PUBLIC SAFETY EXEC ADMIN ASSIST/CITY MANAGER'S OFFICE <u>EXEC ADMIN ASST/DEPUTY CITY CLERK</u>
6	31.2	6091	6396	6716	7051	7404	LEGAL ASSISTANT

City Council Synopsis

September 27, 2016



From: Kellie Jacobs-Hunter, Administrative Services Director
Prepared by: Jessie K. Dhami, Human Resources Analyst, Senior
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

- Resolution: Approving modifications to the job description for the position of Senior Lab Analyst, effective September 27, 2016
- Resolution: Approving modifications to the job description for the position of Lab Analyst I/II, effective September 27, 2016
- Resolution: Approving modifications to the job description for the position of Environmental Compliance Inspector, effective September 27, 2016
- Resolution: Approving modifications to the job description for the position of Office Assistant I, effective September 27, 2016
- Resolution: Approving modifications to the job description for the position of Office Assistant II, effective September 27, 2016
- Resolution: Approving modifications to the job description for the position of Public Safety Communications Supervisor, effective September 27, 2016

2. DISCUSSION OF ISSUE:

Staff has determined that several job descriptions are out of date and in need of updating. Based on this determination, staff recommends the following changes to each of the job descriptions listed below and provided in Attachment A to the Resolution for each job description:

Approving modifications to the job description for Senior Lab Analyst. This action is needed as the current job description contains outdated information and the certification requirement needs to be updated.

OK for Agenda

rum S.R.H.

Approving modifications to the job description for Lab Analyst I/II. This action is needed as the current job description contains outdated information and the certification requirement needs to be updated.

Approving modifications to the job description for Environmental Compliance Inspector. This action is needed as the current job description contains outdated language and the education and experience requirements needs to be updated.

Approving modifications to the job description for Office Assistant I to more accurately reflect the job duties. This action is needed as the current job description contains outdated language that needs to be updated.

Approving modifications to the job description for Office Assistant II to more accurately reflect the job duties. This action is needed as the current job description contains outdated language that needs to be updated.

Approving modifications to the job description for Public Safety Communications Supervisor to more accurately reflect the job duties. This action is needed as the current job description contains outdated language and the education and experience needs to be updated.

3. BASIS FOR RECOMMENDATION:

City Council approval is required for any new and/or modified job description.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 – Effective Leadership

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. Council could choose not to approve modifications to the job descriptions.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
SENIOR LAB ANALYST, EFFECTIVE }
SEPTEMBER 27, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the job description for Senior Lab Analyst has not been modified or updated since 1996; and

WHEREAS, the job description contains outdated information and the certification requirement needs to be updated; and

WHEREAS, the modifications are identified in Attachment A; and

WHEREAS, the City Council is required to approve all new job descriptions and/or modifications to existing job descriptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve modifications to the job description for the position of Senior Lab Analyst, effective September 27, 2016.

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:

ATTEST:

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



SENIOR LAB ANALYST

DEFINITION

Performs advanced journey level work in chemical, biological and bacteriological analysis of water/wastewater, and related solids and liquids in support of efficient operation of water and wastewater treatment operations. Provides overall supervision and management of a water/wastewater laboratory. Performs other related work as required.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime and call-back assignments.

DISTINGUISHING CHARACTERISTICS

Positions in this class are normally filled by advancement from the Lab Analyst II. Individuals working in this classification are expected to perform the full range of basic to complex laboratory testing, quality assurance, quality control, information management and supervisory duties.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by the Water Quality Control Division Manager.

Supervision exercised over Lab Analyst I/II classifications including work delegation, training, evaluations and similar functions.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to, the following:

- Perform a variety of complex chemical, biological and bacteriological tests necessary to ensure that plant processes meet wastewater treatment NPDES discharge permit standards and that the City drinking water meets State and Federal health standards.
- Performs more complex testing requiring greater expertise in chemical science.
- Prepare reports; compile and record data for analysis.
- Collect samples for analysis; prepare glassware and equipment for laboratory use and perform lab housekeeping duties as necessary.
- Ensures sufficient supply of materials and supplies for lab operation.
- Make mathematical calculations and statistical analysis of test results.

- May oversee special projects including coordination of other lab personnel.
- Develop quality assurance and quality control methods which will meet accreditation standards.
- Assist in training new employees and in establishing laboratory processes and workflow procedures.
- Solve technical problems related to the analysis of water and wastewater test results; monitor overall quality control of laboratory tests.
- Perform simple laboratory repairs; calibrate lab equipment; prepare reagents for lab tests and ensure proper preservation of lab samples.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- All of minimum qualifications for a Lab Analyst II classification.
- Principles and methods used in complex chemical, biological, bacteriological and physical analyses of water or wastewater.
- Proper sampling techniques.
- Chemicals and their potential hazards.
- Methods and processes of water or wastewater treatment, including applicable regulations governing wastewater treatment operations.
- Analytical, organic and inorganic chemistry.
- Safe laboratory practices and procedures.
- Analytical instruments used in water and wastewater analyses.
- Supervisory skills and experience related to the management of a water/wastewater laboratory.

Ability to:

- Prepare and maintain a variety of complex technical records and reports utilizing a computer.
- Conduct technical and complex laboratory tests.
- Manage multiple tasks within a given time frame and insure accurate results.
- Work with limited supervision and provide supervision to subordinates and exercise sound judgement.
- Utilize laboratory equipment used in wastewater treatment analyses.

- Perform simple repairs to laboratory equipment and calibrate testing equipment.
- Train new employees and cross train employees from other divisions.
- Establish and maintain cooperative working relationships with others.

EXPERIENCE AND EDUCATION

Experience:

Two years of experience in performing laboratory testing comparable to that of a Lab Analyst II with the City of Turlock. Experience in the supervision of a water/wastewater laboratory environment, and/or continuing education equivalent to three continuing education units in supervision.

Education:

Possession of Bachelor of Science or Arts Degree in chemistry, biology or a closely related field.

LICENSE OR CERTIFICATE

Possession of a valid, appropriate California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Possession of a Grade III Laboratory Technician Analyst Certification from the California Water Environment Association or a Grade III Water Quality Laboratory Analyst Certification from the CA-NV Section of the American Water Works Association at the time of appointment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to read fine print, computer screens and analytical equipment; hear well enough to receive and understand instructions, converse on the telephone, and in person; use of hands and fingers for use sensitive analytical equipment, computer keyboard, filing, writing and answering telephones; ability to differentiate odors; capable of clear speech; bodily mobility to stand for extended periods, stoop, bend as needed; able to lift and carry objects weighing up to 25 pounds.

Reviewed and approved: _____

Personnel Officer

Date

February, 1985, 9/89, 4/96, 7/16

Revised, 9/89

Revised, 4/96

Revised, 7/16

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
LAB ANALYST I/II, EFFECTIVE }
SEPTEMBER 27, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the job description for Lab Analyst I/II has not been modified or updated since 1996; and

WHEREAS, the job description contains outdated information and the certification requirement needs to be updated; and

WHEREAS, the modifications are identified in Attachment A; and

WHEREAS, the City Council is required to approve all new job descriptions and/or modifications to existing job descriptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve modifications to the job description for the position of Lab Analyst I/II, September 27, 2016.

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:

ATTEST:

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



LAB ANALYST III

DEFINITION

Performs chemical, biological and bacteriological analysis of water/wastewater, related solids and liquids in support of efficient operation of water and wastewater treatment operations. Performs other related work as required.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime and call-back assignments.

DISTINGUISHING CHARACTERISTICS

Individuals working in the Lab Analyst I classification work under general supervision to perform routine laboratory testing procedures. This classification requires basic knowledge of water and wastewater analysis and procedures.

Individuals working the Lab Analyst II classification are expected to have all of the characteristics of a Lab Analyst I and journey level knowledge and experience of more advanced water and wastewater skills and procedures.

SUPERVISION EXERCISED AND RECEIVED

This position receives supervision from the Sr. Lab Analyst and/or Water Quality Control Division Manager. The Lab Analyst II classification may be required to provide supervision to the Lab Analyst I.

ESSENTIAL FUNCTIONS - Duties may include but are not limited to, the following:

- Performs a variety of basic and advanced chemical, biological, and bacteriological tests of water, wastewater, solids and soils necessary to ensure that plant processes meet wastewater treatment and NPDES discharge permit standards and that drinking water meets State and Federal health requirements;
- Collects samples for analysis, prepares glassware and equipment for lab use and performs lab housekeeping duties as necessary;
- Makes mathematical calculations and statistical analysis for test results;
- Maintains and makes minor repairs to lab equipment, fixtures and samplers;

- Makes recommendations for budgetary items.
- Coordinates with others in the division sample collection and provides input for process evaluation.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Lab Analyst I

Knowledge of:

- Chemistry and microbiology as applied in a water or wastewater treatment laboratory.
- Analytical procedures used in testing water and wastewater samples and the mathematics used to obtain results.
- Quality assurance and quality control procedures in the laboratory and water and wastewater sample collection procedures.
- Computer spreadsheets, word processing and basic computer aptitude.
- General principles and procedures of wastewater treatment, wastewater collection and water system.
- Safe work practices in a water/wastewater laboratory environment.

Ability to:

- Perform a variety of chemical and biological laboratory tests.
- Perform technical test procedures and recognize water and wastewater treatment problems during analysis of test results.
- Keep records accurately and neatly and prepare clean and concise reports.
- Communicate clearly and concisely, both orally and in writing.
- Manage multiple tasks within a given time frame and insure accurate results.
- Work with limited supervision and exercise sound judgment.
- Establish and maintain effective working relationships with those contacted in the course of work.

Lab Analyst II

Knowledge of:

- All of minimum qualifications for Lab Analyst I classification.
- Intermediate to advanced chemistry and microbiology as applied in a water or wastewater treatment laboratory.

- Analytical procedures used in testing water and wastewater samples and the mathematics used to obtain results.
- Quality assurance and quality control procedures in the laboratory and water and wastewater sample collection procedures.
- General principles and procedures of wastewater treatment, wastewater collection and water systems.
- Safe work practices in a water/wastewater laboratory environment.

Ability to:

- Perform a variety of chemical and biological laboratory tests.
- Perform technical test procedures and recognize water and wastewater treatment problems during analysis of test results.
- Keep records accurately and neatly and prepare clean and concise reports.
- Communicate clearly and concisely, both orally and in writing.
- Manage multiple tasks within a given time frame and insure accurate results.
- Work with limited supervision and provide basic supervision to subordinates and exercise sound judgement.
- Establish and maintain effective working relationships with those contacted during the course of work.

EXPERIENCE AND EDUCATION

Lab Analyst I

Experience:

One year of experience performing analytical tests in a water or wastewater laboratory.

Education:

Possession of an Associate of Science or Arts Degree in chemistry, biology or related field.

Lab Analyst II

Experience:

Two years of experience in performing laboratory testing comparable to that of a Lab Analyst I with the City of Turlock.

Education:

Possession of an Associate of Science or Arts Degree in chemistry, biology or related field, and upper level college coursework in biology, chemistry or a related field.

LICENSE OR CERTIFICATE

Lab Analyst I

Possession of an appropriate, valid California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Possession of a Grade I Laboratory Technician Analyst Certification from the California Water Environment Association or a Grade I Water Quality Laboratory Analyst Certification from the CA-NV Section of the American Water Works Association within 18 months of appointment.

Lab Analyst II

Possession of an appropriate, valid California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Possession of a Grade II Laboratory Technician Analyst Certification from the California Water Environment Association or a Grade II Water Quality Laboratory Analyst Certification from the CA-NV Section of the American Water Works Association within 12 months of appointment to a Lab Analyst II.

DESIRABLE QUALIFICATIONS

Lab Analyst I/II

Education:

Graduation from a four year college or university with a major in biology, chemistry or a related science.

Basic skills and/or experience in supervision of others.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to read fine print, computer screens and analytical equipment; hear well enough to receive and understand instructions, converse on the telephone, and in person; use of hands and fingers for use sensitive analytical equipment, computer keyboard, filing, writing and answering telephones; ability to differentiate odors; capable of clear speech; bodily mobility to stand for extended periods, stoop, bend as needed; able to lift and carry objects weighing up to 25 pounds.

Reviewed and approved: Personnel Officer

September, 1989

Revised, 7/90

Revised, 4/96

Revised, 7/16

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
ENVIRONMENTAL COMPLIANCE }
INSPECTOR, EFFECTIVE }
SEPTEMBER 27, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the job description for Environmental Compliance Inspector has not been modified or updated since 2003; and

WHEREAS, the job description contains outdated information and the education and experience needs to be updated; and

WHEREAS, the modifications are identified in Attachment A; and

WHEREAS, the City Council is required to approve all new job descriptions and/or modifications to existing job descriptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve modifications to the job description for the position of Environmental Compliance Inspector, effective September 27, 2016.

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:

ATTEST:

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



ENVIRONMENTAL COMPLIANCE INSPECTOR

DEFINITION:

To conduct waste and waste-water disposal inspections of industries related to regulated pretreatment of wastes and waste-water; to conduct laboratory tests of industrial waste-water; to administer industrial waste water discharge permit process; conduct sampling of the potable water system; monitor and sample the sanitary and stormwater collection systems. This position is assigned to the Miscellaneous Bargaining Unit for labor relations purposes and is subject to overtime assignments.

SUPERVISION RECEIVED AND EXERCISED:

Receives direction from the ~~Water Resources~~ Water Quality Control Manager.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Administer industrial users permit process; confer with industries regarding allowable discharge; inspect industries and other businesses in the City to ensure compliance with the City, wastewater discharge permit requirements; recommend action for discharge violators.
- Maintain sampling systems; collect samples and conduct laboratory tests in compliance with the approved methods for the examination of water and wastewater; interpret biological and chemical data.
- Maintain files on laboratory tests and other reference material; prepare reports for federal and state water quality enforcement agencies.
- Determine volume and strength of wastewater flow for billing of industries discharging waste to the City sewer system.
- Handle and enforce complaints pertaining to industrial waste, illegal waste disposal and stormwater system contamination.
- Maintain user files on grease interceptors and sand/oil interceptors and ~~insure~~ ensure these pretreatment units are being kept in proper working condition. Assist in the implementation and enforcement of the City's Fats, Oils and Grease (FOG) program to minimize / prevent Sanitary Sewer Overflows (SSOs).
- Maintain user files on industrial customers, MSDS forms and waste discharge permits.
- Conduct sampling of the potable water system and monitor and sample the sanitary and stormwater collection/storage systems.

- Conduct inspections of commercial and significant industrial user facilities, and their pretreatment facilities operations.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Federal, state and local policies and procedures pertaining to water quality control, stormwater and industrial waste and its regulations.
- Chemistry and biology as they pertain to laboratory testing procedures.
- Standard tests and methods used in the analytical examination of water and wastewater along with the mathematics used in analyzing laboratory tests.
- Industrial pretreatment and discharges, collection systems and associated safety procedures.
- Principles and procedures of wastewater treatment.
- Basic budgeting principles and practices.
- Data processing.

Ability to:

- Plan, organize, implement, and review the operation of an industrial pretreatment program within an overall wastewater treatment process.
- Communicate Departmental, City, State and Federal policies to system users.
- Establish positive working relationships with industrial, commercial and residential users, as well as various regulatory authorities in a positive and professional manner reflective of City standards.
- Keep, compile, and maintain test records and files.
- Establish and maintain effective working relationships with those contacted during the course of work.
- Interpret regulations governing wastewater, stormwater and industrial pretreatment programs.
- Analyze and interpret test results; conduct investigations; prepare clear and concise technical reports.
- Develop and present educational information to service clubs, educational institutions and other interested parties.
- Communicate clearly and concisely, both orally and in writing.

Perform a variety of laboratory tests with accuracy and efficiency.

EXPERIENCE AND EDUCATION:

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
OFFICE ASSISTANT I, EFFECTIVE }
SEPTEMBER 27, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the job description for Office Assistant I has not been modified or updated since 2004; and

WHEREAS, the job description contains outdated language that needs to be updated; and

WHEREAS, the modifications are identified in Attachment A; and

WHEREAS, the City Council is required to approve all new job descriptions and/or modifications to existing job descriptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve modifications to the job description for the position of Office Assistant I, effective September 27, 2016.

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:

ATTEST:

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



OFFICE ASSISTANT I

DEFINITION

To perform a wide variety of general clerical and administrative duties in assigned department; maintain records; type reports, memorandums, correspondence and other documents; may perform specialized administrative support duties for the department. ~~Utilize personal computer in performing work processing or data maintenance functions.~~ This position is assigned to the Miscellaneous bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

This is the entry-level general clerical classification within the City. This class is distinguished from the Office Assistant II in that work is generally routine, repetitive and more basic duties are performed according to established procedures and changes; and procedures or exceptions to rules are explained in detail as they arise. The incumbents of the class would lack a complete knowledge of departmental procedures and precedents and not yet be able to perform the full range of duties assigned to the journey level without immediate supervision.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Department Director, other professional level position, or lead clerical staff member.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to the following:

- Type and proofread a variety of documents including reports, memos and statistical charts from rough draft, forms, copy, notes
- Perform a wide variety of routine clerical work including filing, billing and checking and recording information on records
- Compile information and data for statistical and financial reports
- Maintain a variety of statistical records; check and tabulate statistical data
- May monitor budget accounts as directed

- Maintain personnel and payroll records of departmental personnel; process a variety of forms to initiate changes in records
- Maintain inventory records; process purchase requisitions; maintain purchase records; resolve errors in orders received and invoices
- Operate adding machine and other office equipment
- Order office supplies; submit expense claims
- Act as receptionist; answer the telephone and wait on the general public, giving information on department policies and procedures as required
- Sort and file documents and records, maintaining alphabetical index and cross-reference files
- Receive, sort and distribute incoming and outgoing correspondence
- Schedule appointments and various meetings
- Issue, receive, type and process various applications, permits and other forms
- May receive incoming telephone and voice radio calls, secure and record information and use radio to dispatch necessary City services; keep radio contact with City units
- Utilize personal computer for word processing and data maintenance functions
- May maintain petty cash fund; accept payment of fees; maintain and process cash records
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- English usage, spelling, grammar and punctuation
- Basis mathematical computations
- Modern office methods, procedures and equipment
- Word processing functions.

Ability to:

- Type 45 wpm (net corrected) for those positions requiring typing and word processing
- Perform routine clerical work
- Communicate clearly and concisely, both orally and writing

Office Assistant I _____ October 2004 —

_____ July 2016 —

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
OFFICE ASSISTANT II, EFFECTIVE }
SEPTEMBER 27, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the job description for Office Assistant II has not been modified or updated since 2004; and

WHEREAS, the job description contains outdated language that needs to be updated; and

WHEREAS, the modifications are identified in Attachment A; and

WHEREAS, the City Council is required to approve all new job descriptions and/or modifications to existing job descriptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve modifications to the job description for the position of Office Assistant II, effective September 27, 2016.

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:

ATTEST:

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



OFFICE ASSISTANT II

DEFINITION

To perform a wide variety of general clerical and administrative duties in assigned department; maintain records; type reports, memorandums, correspondence and other documents; may perform specialized administrative support duties for the department. ~~Utilize personal computer in performing work processing or data maintenance functions.~~ This position is assigned to the Miscellaneous bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

This is the journey level general clerical class within the City. Appointment to the Office Assistant II level requires that the employee be performing the full range of duties for the class and meet the qualification standards for the class. An Office Assistant II is expected to perform assigned duties with only occasional instruction or assistance, and work is normally reviewed only on completion. Adequate performance at this level requires the knowledge of general City procedures on ordinances, purchasing, personnel and payroll as well as knowledge of department policies and procedures.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Department Director, other professional level position, or lead clerical staff member.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to the following:

- Type and proofread a variety of documents including reports, memos and statistical charts from rough draft, forms, copy, notes
- Perform a wide variety of routine clerical work including filing, billing and checking and recording information on records
- Compile information and data for statistical and financial reports
- Maintain a variety of statistical records; check and tabulate statistical data; prepare simple statistical reports
- May maintain personnel and payroll records of departmental personnel; process a variety of forms to initiate changes in records
- Maintain inventory records; process purchase requisitions; maintain purchase records; resolve errors in orders received and invoices

- Operate adding machine and other office equipment
- Order office supplies; submit expense claims
- Act as receptionist; answer the telephone and wait on the general public, giving information on department policies and procedures as required
- Sort and file documents and records, maintaining alphabetical index and cross-reference files
- Receive, sort and distribute incoming and outgoing correspondence
- Schedule appointments and various meetings
- Issue, receive, type and process various applications, permits and other forms
- May receive incoming telephone and voice radio calls, secure and record information and use radio to dispatch necessary City services; keep radio contact with City units
- Assist in the training of new personnel
- Utilize personal computer for word processing and data maintenance functions
- May maintain petty cash fund; accept payment of fees; maintain and process cash records
- May provide indirect supervision of Part-time or seasonal personnel
- Perform related duties as assigned
- ~~May occasionally transcribe tape dictation.~~

MINIMUM QUALIFICATIONS

Knowledge of:

- English usage, spelling, grammar and punctuation
- Basic mathematical computations
- Modern office methods, procedures and equipment
- Organization, procedures and operating details of City department to which assigned
- Uses of personal computers and accompanying software.

Ability to:

- ~~Efficiently operate a word processor or computer terminal~~ Operate a computer and other office machines.

Revised,

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
PUBLIC SAFETY COMMUNICATIONS }
SUPERVISOR, EFFECTIVE }
SEPTEMBER 27, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the job description for Public Safety Communications Supervisor has not been modified or updated since 2007; and

WHEREAS, the job description contains outdated information and the education and experience needs to be updated; and

WHEREAS, the modifications are identified in Attachment A; and

WHEREAS, the City Council is required to approve all new job descriptions and/or modifications to existing job descriptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve modifications to the job description for the position of Public Safety Communications Supervisor, effective September 27, 2016.

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:

ATTEST:

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



PUBLIC SAFETY COMMUNICATIONS SUPERVISOR

DEFINITION

Under general supervision provides supervision for the Emergency Dispatch Services unit and fulfills other technical support and project management assignments for public safety in functional areas such as specialized communication and software applications and equipment. Performs other job related work as required.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by Police Support Field Operations Division Manager. The incumbent provides direct supervision to subordinate level clerical or technical/specialist staff in the Police dispatch services area.

DISTINGUISHING CHARACTERISTICS

This is a supervisor classification responsible for the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the Chief of Police. The incumbent is expected to demonstrate technical competence while working as a team member and exercise independent judgment in a number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities.

EXAMPLES OF DUTIES: - Duties may include, but are not limited to the following:

- Supervises, oversees, staffs, trains and schedules 9-1-1 Emergency Dispatch Service staff.
- Provides team leadership for public safety related technology projects, changes or new equipment implementation plans.
- Performs troubleshooting 9-1-1 equipment, monitoring various technical systems, accessing equipment malfunctions, providing fixes and/or rebooting systems as necessary, maintenance, and backup functions related to the Police I-Series functions.
- ~~Inventories, registers, assigns, programs, and/or performs or coordinates repairs for specialized public safety communications equipment which may include laptop computers, radios, pagers and other equipment and software.~~
- Provides liaison with public safety equipment and repair vendors.
- Reboots systems, ~~installs software,~~ and assign passwords for public safety software.
- Oversees monthly audits of DOJ computer system entries for stolen vehicles, guns, property and criminal history.
- Maintains and updates tables in the CAD software related to the records management system.
- Oversees the preparation and processing of warrants for arrest.
- ~~Coordinates prisoner pick-ups for out of the area facilities.~~

- Writes and documents procedures and maintains and updates 9-1-1 Training Manual.
- ~~Assists in preparation of specialized budgets related to assigned activities; assists in budget implementation; participates in budget forecasts; alerts manager of problems detected in budget related to planned programs, projects or expenditures.~~
- ~~Researches, prepares, submits, reviews, coordinates and follows up on technology related grant requests from state and federal funding sources.~~
- Prepares technical reports; documents policies and procedures; performs research
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Answers questions; provides information to the public, other City departments, and other agencies; recommends and coordinates corrective actions; investigates, reports, documents and resolves complaints.
- Serves as a liaison with partner agencies, CSUS, Ceres PD, Gustine PD. Answers questions and assists with problem solving.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Models appropriate professional supervisory conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; participates in teams, or committees, as needed. Agencies include but are not limited to DOJ, APCO, CCUG, NENA, PSAP Managers, POST, H.T.E. CAD Vendor Users and AMR and Life Com.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements.
- Takes an active role in public safety technology projects, including research, development and implementation.
- Acts as a liaison, coordinating repair of ~~police MDC's, PC's~~, CAD computers and other communications equipment.
- Communications Training Coordinator. Ensures all dispatchers meet POST mandated training requirements.
- Maintains GEO file for the Computer Aided Dispatch System and related files.
- Answers inquiries and inputs emergency and non-emergency calls for service.
- Dispatches appropriate Police and Fire units. Documents CAD activity.
- ~~Issues, activates, updates and programs department issued pagers and updates Messenger Plus software.~~
- Administrator of Sheriff's Office ICJIS, Probation ICJIS, Everbridge Notification Systems, DA Case Management, CAL Photo and Stan County Crimes and other future computer related systems for integration and sharing of law enforcement information.
- Oversees quarterly DOJ Wanted Person System purge updates.
- Assigns employee numbers and computer security access for police personnel.

- Performs other duties, as assigned.

QUALIFICATIONS:

Knowledge Of:

- Knowledge of department procedures, rules, regulations and general orders.
- Knowledge of principles, practices and procedures of emergency and routine public safety communications.
- Modern public safety related communication and emergency dispatch supervision processes, requirements, techniques, practices and equipment.
- Public safety related computer systems and software applications including troubleshooting, maintenance, and usage.
- Specialized public safety communication systems including radio, pager, DVD log recorder, security camera and other devices.
- Knowledge of CAD and telecommunications system methods, programs and equipment as applied to police dispatching.
- Ability to provide technical assistance in the operation and maintenance of voice and radio communications, E911 system; troubleshoot the network systems and respond to requests for assistance from system users.
- Knowledge of city geographical features and streets.
- Ability to work with and control sensitive and confidential information.
- Skill in multi-tasking situations.
- Understand City processes and procedures and specific requirements of assigned work area.
- Ability to manage the procurement, installation and training of employees on products used.
- Technical and operational aspects of assigned function or program area.
- Modern techniques of project management and team leadership.
- Modern office procedures, and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software applications, and internet and electronic communication usage and methods.
- Principles of record keeping and reporting; technical report writing and grant writing
- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Principles of effective file management and time management
- Safe work practices and related regulations.
- Principles of conflict resolution and excellent customer service.
- Provisions, principles and practices of, municipal structure and organization
- Applicable federal, state and local laws, regulations and related guidelines including those of the FCC and the DOJ.

Ability To:

- Understand, maintain, backup, install, trouble shoot, program, repair, reboot and explain highly technical equipment and computer related applications used in assigned functions.
- Supervise the daily operations of the 9-1-1 emergency dispatch system to assure that all requirements and expected standards are met.
- Manage highly technical and complex projects related to public safety communication equipment and participate in or lead teams to implement projects.
- Understand complex state and federal regulations, laws, codes, policies and solutions in the area of law enforcement services related to emergency dispatch services and communications.
- Understand City processes and procedures and specific requirements of assigned program area.
- Work with and control sensitive and confidential information.
- ~~Assists in Estimating, tracking and projecting revenues and expenditures~~
- Plan, initiate, manage and complete complex and multiple simultaneous work assignments with a minimum of direction.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise departmental goals and City objectives.
- Use computer and needed programs in a highly effective manner.
- Organize, analyze, manage and implement a variety of programs.
- ~~Assists in forecasting and monitoring a budget.~~
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.

EXPERIENCE AND EDUCATION

Experience:

~~Two~~ Three years of increasingly responsible technical, administrative or analytical experience in a public safety agency in a dispatch related function areas or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities. One of the ~~two~~ three years of experience shall be in a lead or supervisory capacity.

Education:

~~Equivalent to an Associate's degree from an accredited college or university with significant course work in the areas of Public Administration, Criminal Justice, Administration of Justice or related fields.~~

Possession of an Associate's Degree with course work in business, or related field;

OR

LICENSE OR CERTIFICATE

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required as the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

PHYSICAL REQUIREMENTS

Vision adequate to operate vehicles and office equipment, read instructions and follow directions; hearing adequate to converse on telephone and in person; body mobility adequate to drive and perform required office duties including reaching and bending for files and related office items; use of hands and fingers adequate for operating vehicles, writing, typing, computer, copier, and fax machine and related functions; ability to lift office files, binders and small office equipment, as needed.

Created June 2007-Revised 9/2016

REVIEWED AND APPROVED:

_____ **PERSONNEL OFFICER**

_____ **DATE**

City Council Synopsis

September 27, 2016



5L



From: Gary R. Hampton, City Manager
Prepared by: Kellie E. Weaver, City Clerk
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the filing of the 2016 Local Agency Biennial Notice indicating no amendments are required to the Conflict of Interest Code for the Successor Agency to the Turlock Redevelopment Agency

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 or public official's financial interests.

On March 27, 2012, the Successor Agency to the Turlock Redevelopment Agency (hereinafter referred to as the Successor Agency) adopted a Conflict of Interest Code under Successor Agency Resolution No. SA-RDA-2012-005. That Conflict of Interest Code was then approved by the Turlock City Council as the Code Reviewing Body for the Successor Agency on April 10, 2012 under City Council Resolution No. 2012-063.

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate and up-to-date. Upon such review, the local agency (*in this case the Successor Agency*) must then notify the Code Reviewing Body (*in this case the Turlock City Council*) as to whether or not the Conflict of Interest Code needs to be amended. The notice must be submitted to the Code Reviewing Body no later than October 1, 2016.

On September 13, 2016, a review was completed by the Successor Agency and it was determined no amendments to the current Conflict of Interest Code were necessary and staff was directed to file the 2016 Local Agency Biennial Notice with the Turlock City Council as the Code reviewing body for the Successor Agency. The 2016 Local Agency Biennial Notice is attached as Exhibit A.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

Staff's recommendation is based on the requirements of the California Government Code Section 87306.5(b), "Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year."

Policy Goals and Implementation Plan Initiative:

Policy Goal #1 – Effective Leadership

General Principle:

3. Be accountable and provide recognition when appropriate.

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. Not accept the filing of a biennial notice. Staff does not recommend this alternative as California Government Code Section 87306.5(b) requires the Successor Agency to file the notice with the Code Reviewing Body.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE FILING } RESOLUTION NO. 2016-
OF THE 2016 LOCAL AGENCY BIENNIAL }
NOTICE INDICATING NO AMENDMENTS ARE }
REQUIRED TO THE CONFLICT OF INTEREST }
CODE FOR THE SUCCESSOR AGENCY TO }
THE TURLOCK REDEVELOPMENT AGENCY }
_____ }

WHEREAS, 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 or public official's financial interests; and

WHEREAS, on March 27, 2012, the Successor Agency to the Turlock Redevelopment Agency (hereinafter referred to as Successor Agency) adopted a Conflict of Interest Code under Successor Agency Resolution No. SA-RDA-2012-005; and

WHEREAS, that Conflict of Interest Code was then approved by the Turlock City Council as the Code Reviewing Body for the Successor Agency on April 10, 2012 under City Council Resolution No. 2012-063; and

WHEREAS, the Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate and up-to-date; and

WHEREAS, upon such review and no later than October 1st of each even numbered year, the local agency (Successor Agency) must then notify the Code Reviewing Body (Turlock City Council), as to whether or not the Conflict of Interest Code needs to be amended; and

WHEREAS, on September 13, 2016, a review was completed by the Successor Agency and it was determined no amendments to the current Conflict of Interest Code were necessary and staff was directed to file the 2016 Local Agency Biennial Notice with the Turlock City Council as the Code Reviewing Body for the Successor Agency; and

WHEREAS, the 2016 Local Agency Biennial Notice from the Successor Agency is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the filing of the 2016 Local Agency Biennial Notice indicating no amendments are required to the Conflict of Interest Code for the Successor Agency to the Turlock Redevelopment Agency.

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:

ATTEST:

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

2016 Local Agency Biennial Notice

Name of Agency: Successor Agency to the Turlock Redevelopment Agency

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*) _____

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

9-15-16

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:

TURLOCK CITY COUNCIL
156 S. BROADWAY, STE. 230
TURLOCK, CA 95380

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

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 Fees and Charges. Revised 11/15 Revised 5/16

The 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 Fee/Charge
Residential - 32	Includes: 1 - 32 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Organic Refuse (green)
Residential 32 Regular Fee/Charge	\$27.40

Residential 32 Senior Citizen Fee/Charge	\$20.95	
Residential - 64	Includes: 1 - 64 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Organic Refuse (green)	
Residential 64 Regular Fee/Charge	\$36.20	
Residential - 96	Includes: 1 - 96 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Organic Refuse (green)	
Residential 96 Regular Fee/Charge	\$41.70	
ADDITIONAL CART FEES		
Each Additional Extra Cart for Recyclable Waste Material, including Organic Waste Container Refuse Cart (green) and Recycle Cart (blue)	\$8.35	
SPECIAL CART SERVICES		
Damaged Cart	32 gallon grey	\$32.00
Replacement	64 gallon grey	\$42.00

	68 gallon blue	\$42.00
	95 gallon green	\$46.00
	96 gallon grey	\$46.00
Cart Cleaning or Swap Charge	1st Cart	\$25.00
	Each additional cart	\$ 5.00
Return for Cart Service Charge	1st cart	\$ 5.00
	Each additional cart	\$ 2.00
Recycle/ Organic Refuse Cart Contaminate Fee	\$15.00 each cart	
Commercial Cart Service	Includes: 1 - 95 gallon refuse (grey)	
Commercial Cart Service	\$22.75	
TYPE OF SERVICE	Monthly Fee/Charge	
Commercial Bin Service		
2-Yard Bin		
pickup 1 time a week	\$81.05	
pickup 2 times a week	\$143.60	
pickup 3 times a week	\$205.75	
pickup 4 times a week	\$269.45	
pickup 5 times a week	\$331.60	
pickup 6 times a week	\$393.30	
3-Yard Bin		
pickup 1 time a week	\$100.90	
pickup 2 times a week	\$183.55	
pickup 3 times a week	\$263.70	

pickup 4 times a week	\$348.20	
pickup 5 times a week	\$430.65	
pickup 6 times a week	\$513.10	
4-Yard Bin		
pickup 1 time a week	\$123.55	
pickup 2 times a week	\$228.15	
pickup 3 times a week	\$332.75	
pickup 4 times a week	\$437.50	
pickup 5 times a week	\$542.25	
pickup 6 times a week	\$647.00	
6-Yard Bin		
pickup 1 time a week	\$162.85	
pickup 2 times a week	\$306.45	
pickup 3 times a week	\$448.80	
pickup 4 times a week	\$594.30	
pickup 5 times a week	\$736.85	
pickup 6 times a week	\$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 & Replacement	\$35.00 plus Special Pickup charge	
Gate Fee/Charge	\$16.80 per month per bin per pickup	
Bin Compactor	\$10.10 per cubic yard per	

Fee/Charge	pickup	
3-Yard Temporary Bin	\$51.00 per week with one dump \$51.00 per each additional dump	
Bin push out Fee/Charge	\$16.80 per month per bin per pickup	
TYPE OF SERVICE	Fee/Charge	
Commercial Box Service	Hauling Fee	Disposal Charge
15-19 Yard Box	\$127.50	\$53.53 per ton fee
20-29 Yard Box	\$148.80	\$53.53 per ton fee
30-50 Yard Box	\$184.20	\$53.53 per ton fee
One price for all sizes	\$161.30	
Special Box Services:		
Box Compactor 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	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, dishwashers, washing machines, dryers, toaster ovens, stoves or ovens, hot water heaters and furnaces	\$8.25 per appliance
Refrigeration Equipment, A/C Units, etc.	\$23.55 per unit
Tires	
Passenger	\$5.90
Passenger with Rim	\$9.40
Truck	\$14.10
Trucks with Rim	\$22.90
Tractor & 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

City Council Synopsis

September 27, 2016



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: Approving the Fiscal Year 2015-2016 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the Mayor, City Manager or designee to execute related necessary documents

2. DISCUSSION OF ISSUE:

Background

In a previous action, the City Council approved submission of the proposed Annual Action Plan for Fiscal Year (FY) 2015-2016 to HUD. HUD awarded the City of Turlock \$548,076 in CDBG funds and the City of Turlock/County of Stanislaus Consortium \$911,823. The Annual Action Plan covered the proposed activities, revenue, and expenditures for the CDBG and HOME funds. Further, the Annual Action Plan (AAP) proposed to continue the existing First Time Homebuyers Program, Housing Rehabilitation Program, funding for public service programs, affordable housing activities, public improvements, fair housing activities and staff time for the mobile home park rent subsidy program. The Federal funds have been leveraged with other funds such as Cal HOME, tax credit financing, and other funds that create a greater benefit to the community and the families the program serves.

Prior to the end of each Federal fiscal year, HUD requires a jurisdiction to submit a Consolidated Annual Performance Evaluation Report (CAPER) which describes the activities undertaken in the Annual Action Plan and the resulting accomplishments during the reporting period. It is HUD's direction that the Annual Action Plan guide the allocation of resources and other investment decisions made by the City to assist lower income Turlock residents and neighborhoods. In turn,

OK for Agenda

A handwritten signature in black ink, appearing to be 'jam', is written over a horizontal line.

the CAPER then reveals how the resources were utilized according to the priorities established in the Consolidated Plan. It also details the performances that provided additional affordable housing and support services during the reporting period.

Specifically, the Consolidated Annual Performance and Evaluation Report (CAPER) is a U.S. Department of Housing and Urban Development (HUD) mandated report for all communities that receive Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Housing Opportunities for People with AIDS (HOPWA), and Emergency Shelter Grant (ESG) funding. The CAPER reports the City's success in meeting the housing and social service goals contained in the Consolidated Plan (ConPlan).

The CAPER also evaluates the City's overall progress in carrying out priorities of assistance identified in the Five Year Strategic Plan and the Annual Action Plan. The ConPlan is a five (5) year planning document which:

- 1) Identifies housing needs and problems;
- 2) Analyzes market conditions and resources;
- 3) Sets priorities and adopts strategies;
- 4) Allocates resources; and
- 5) Contains an annual plan which identifies Federal funds expected to be used, indicating the activities on which they will be spent, and sets goals for the number and type of households to be assisted in the applicable federally funded programs.

Discussion:

As a CDBG entitlement community and the lead agency in the Turlock HOME Consortium, the City of Turlock is required annually to complete a CAPER. The City does not currently receive HOPWA or ESG funding. This report is the City's CAPER for CDBG and HOME Consortium programs for the Program Year 2015 (PY2015) (July 1, 2015 to June 30, 2016). Also included in the CAPER are the Integrated Disbursement and Information System (IDIS) Activity Summary Report (PR03) and Financial Summary Report.

The City of Turlock and the Turlock/ Stanislaus County HOME Consortium conducted activities during FY 2015-2016 to support local housing and community development efforts. The City managed or implemented each activity in a manner consistent with the certifications presented in the FY 2015-2016 Annual Action Plan, including:

- Affirmatively furthering fair housing;
- Following an anti-displacement and relocation plan;
- Providing a drug-free workplace;
- Ensuring no federal funds were used for lobbying; and
- Implementing activities that are consistent with components of the five (5) Year Consolidated Plan.

Activities were consistent with the goals and objectives of the 2015-2016 Annual Action Plan. Other reportable activities included in the CAPER include:

- The City of Turlock utilized various home purchase assistance resources including the HOME Program, CDBG, and CalHome for the City's first time homebuyer assistance programs.
- The City continued to administer a First Time Home Buyers Program for low-income, first-time homebuyers which provide low interest loans. The program is funded with HOME, CalHome, and CDBG. Funds expended during the 2015-2016 Program Year for all funding sources was \$844,570 and assisted seventeen (17) income eligible homebuyers.
- The City continued offering a Housing Rehabilitation Program, which is for repair of homes within the City and assists elderly, handicapped and other special needs, improving housing conditions.
- The City will continue to encourage private, for-profit and non-profit developers to construct affordable rental housing utilizing Low-income Housing Tax Credits, HOME, Mortgage Revenue Bonds, Section 202 and the Affordable Housing Goals outlined in the final draft of the new Housing Element. The City may provide incentives such as impact fee deferrals/financing and density bonuses to assist developers in achieving affordable rents.
- All families assisted under the various Stanislaus Urban County First Time homebuyer Down Payment Assistance (DPA) programs meet the Section 215 definitions of affordable housing. All related program goals were met.

3. BASIS FOR RECOMMENDATION:

HUD has awarded the City of Turlock and HOME Consortium federal funds to carry out activities that benefit low and moderate income persons. The proposed Consolidated Annual Performance and Evaluation Report (CAPER) provides the vehicle to explain and report on the outcomes of the federal funds expended for the proposed activities. Staff recommends approval of the CAPER and its submission to HUD.

Policy Goal and Implementation Plan Initiative:

Policy Goal #7: Quality Community Programs

General Principles:

1. Increase the supply of affordable housing for the lowest income households.

Action Item:

2. Preserve existing affordable housing stock.

Implementation Measures:

- Provide down payment assistance to ten to fifteen (10-15) families per year.
 - Provide housing rehabilitation loans and/or grants to ten (10) seniors and low-income families annually.
3. Provide housing and services to qualified populations.

Implementation Measures:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

No impact on the City's General Fund budget. The FY 2015-2016 activities were funded with CDBG, Cal HOME, State HOME, and HOME Consortium funds.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

All environmental review for these activities is completed prior to any activity being undertaken.

7. ALTERNATIVES:

- A. City Council chooses not to approve the proposed Consolidated Annual Performance and Evaluation Report. This alternative is not recommended as the City of Turlock and the HOME Consortium will not be in compliance with the reporting requirements to HUD and would jeopardize future funding.

Additionally, the City of Turlock continues to build a model housing program that intends to be in compliance with HUD requirements at all times.



**CITY OF TURLOCK
Turlock/Stanslaus County
HOME Consortium
First Program Year**

Consolidated Annual Performance and
Evaluation Report (CAPER)

***Fiscal Year 2015-2016
July 1, 2015 through June 30, 2016)***

City of Turlock

CDBG Grant Number B-15-MC-06-0039

City of City of Turlock/Stanslaus County HOME Consortium

HOME Grant Number M15-DC-06-0240



Prepared by:

City of Turlock

Housing Program Services Division

156 South Broadway, Suite 250, Turlock, CA 95380

(209) 668-5610, Fax (209) 668-2120, TDD 1 800 735-2929

Website: www.cityofturlock.org

**Approved by Council on September 27, 2016
Final Submission to HUD September 28, 2016**



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This report discusses program outcomes for the 2015-2016 fiscal year utilizing Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The City continues to make progress with these funds in increasing the supply of affordable housing, home ownership, Rehabilitation, public facilities, and increasing public services. The City works toward affirmatively furthering fair housing. In addition to the data provided below, this CAPER discusses affordable housing outcomes, homelessness and special needs activities, and other City actions in furtherance of the City's HUD Annual Plan Goals and Objectives.

Consistent with the priorities outlined in the Consolidated Plan, during the 2015-2016 fiscal year, the City undertook the following activities that addressed the housing needs:

- FTHB: The City and Consortium continued to administer a First Time Home Buyers Program for low-income, first-time homebuyers which provides low interest loans to qualified clients. Turlock's program is funded with HOME, CalHome, and CDBG. The City of Turlock and Consortium Members assisted income eligible homebuyers in purchasing a home. The City of Turlock utilized various resources including the HOME Program, CDBG, and CalHome to fund the program.
- Rehabilitation: The City continued offering a Housing Rehabilitation Program, for the repair of homes within the City and assists income eligible clients including the elderly, handicapped and other special needs, improving housing conditions. The program assisted in the rehabilitation of one single family units which was completed in fiscal year 2015-2016. Temporary relocation funding was provided to one client.

Forgivable Loans are often used in concert with the rehab loans that are provided for rehabilitation work to remedy code violations and accessibility items for seniors, disabled and income eligible families. The Forgivable Loan amount cannot exceed \$10,000. Families are only eligible to receive the Forgivable Loan funding on a one time basis, even if the maximum limit was not received. Forgivable Loan funding can be combined with other rehabilitation program funding and forgiven over a five year period as long as all the terms of the loan are met.

- Acquisitions of single family units for rehab and sale to eligible households: The City purchased properties to rehabilitate and sell to qualified buyers and or non-profit agencies to further affordable housing.
- Acquisitions of multi-family units for rehab and sale to eligible non-profit agencies: The City acquired one rental project which consists of two single family units. The rehabilitation will be completed in the next fiscal year.
- Public Service Grants Turlock including fair housing: The City provides funding annually to non-profit agencies to provide eligible public service activities including fair housing services.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals. Some items below are labeled “Pending” as we are awaiting final numbers.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complet
Access to public services for low-income household	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	16850	Pending	10.42%
Acquisition and Single-Multifamily Rehabilitation	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	10	Pending	0.00%
Acquisition and Single-Multifamily Rehabilitation	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	10	Pending	0.00%
Admin		CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	N/A
Admin		CDBG: \$ / HOME: \$	Other	Other	1	0	0.00%
Affordable Housing for Seniors	Affordable Housing	HOME: \$	Other	Other	1	0	0.00%
Capacity Building for Homeless Service Providers	Homeless	CDBG: \$ / HOME: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	4	Pending	0.00%

Capacity Building for Homeless Service Providers	Homeless	CDBG: \$ / HOME: \$	Housing for Homeless added	Household Housing Unit	0	Pending	
Fair Housing Services	Non-Housing Community Development	CDBG: \$	Other	Other	25	5	20.00%
First-time Homebuyer Assistance	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	0	Pending	
First-time Homebuyer Assistance	Affordable Housing	CDBG: \$ / HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	110	Pending	0.00%
Improve infrastructure in low-income neighborhoods	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	25	0	0.00%
Rehabilitate Existing Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	40	Pending	0.00%
Temporary Relocation Services	Affordable Housing	CDBG: \$	Other	Other	5	1	20.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City's Consolidated Plan identifies as a high priority needs; Public infrastructure, Affordable Housing, Public Services, and Homeless services. Consistent with the priorities outlined in the Consolidated Plan, during the 2015-2016 fiscal year, the City undertook the following activities that addressed the housing needs:

- The City continued to administer a First Time Home Buyers Program for low-income, first-time homebuyers which provides low interest loans to qualified clients. The program is funded with HOME, CalHome, and CDBG. The City of Turlock assisted eleven (11) income eligible homebuyers in purchasing homes expended \$536,350 for all funding sources.

- The Consortium members continued to administer First Time Home Buyers Programs to provide down payment assistance to low income buyers using HOME funds. The Consortium member's assisted one (1) income eligible homebuyers in purchasing homes expended \$50,000 in HOME funds.
- The City acquired single family units to Rehabilitate and sell to eligible First Time Home buyers.
- Rehabilitation of acquired property for single family and multifamily.
- The City provided a CDBG loan to Turlock Gospel Mission (TGM) to acquire the building at 432 S. Broadway, Turlock, CA. Agency provides homeless services through a day center. The center is open from 8:00 a.m. to 5:00 p.m. to put people in touch with job skills training, substance abuse programs, mental health help, veterans' affairs and other social services. They provide meals and a safe place for individuals to stay.
- The City continued offering a Housing Rehabilitation Program for both owner and renter occupied homes, for the repair of homes within the City and assists income eligible clients including the elderly, handicapped and other special needs, improving housing conditions. The City offers loans and grants to maintain single and multifamily affordable housing stock.
- The City continued offering Public Service grants to assist agencies to provide assistance to low and moderate income persons who are in need of services such as food, shelter, and youth services. A total of nine Public Service grants were awarded to qualifying non-profit agencies totaling \$126,000 (\$54,695 expended). The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low/moderate income households/persons in Turlock. Services included a cold winter shelter for homeless adults, respite and shelter for children, emergency food boxes, rental assistance, youth counseling, homeless diversion, youth recreation and fair housing.
- The City will continue to encourage private, for-profit and non-profit developers to construct affordable rental housing utilizing Low-income Housing Tax Credits, HOME, Mortgage Revenue Bonds, Section 202 and the Affordable Housing Goals outlined in the final draft of the new Housing Element. The City may provide incentives such as impact fee deferrals/financing and density bonuses to assist developers in achieving affordable rents.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME	ESG
White	Pending	Pending	0
Black or African American	Pending	Pending	0
Asian	Pending	Pending	0
American Indian or American Native	Pending	Pending	0
Native Hawaiian or Other Pacific Islander	Pending	Pending	0
Total	Pending	Pending	0
Hispanic	Pending	Pending	0
Not Hispanic	Pending	Pending	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Turlock and HOME Consortium identifies priority need and offers services and programs to eligible households regardless of race or ethnicity. This table is generated by the HUD CAPER template and the information reported reflects demographic information provided by participants and recorded in the HUD reporting system.

According to the 2014 American Community Survey, persons who categorized themselves as white (single race) represented 80 percent of the Turlock population and 76 percent of the Stanislaus County population. In the City 36 percent are of Hispanic origin (of any race), versus 43 percent in the County. For more detailed demographic information see the census website at <http://factfinder.census.gov> and <http://census.gov>.

Some items in the table above are labeled "Pending" as we are awaiting final numbers.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		2,192,304	Pending
HOME		3,647,292	Pending
ESG		0	0

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Ceres	13	Pending	One FTHB
Hughson	0	0	N/A
Newman	13	0	N/A
Oakdale	11	0	N/A
Patterson	12	0	N/A
Turlock	17	Pending	FTHB and Acquisition
Unincorporated Stanislaus County	21	Pending	Rehabilitation
Waterford	12	0	N/A

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Turlock utilized resources from the Federal government, State of California, and City General Funds to support housing and community development activities during fiscal year 2015-2016. These resources were leveraged with investments made by private and non-profit organizations. The following section describes each funding source used during the year.

Community Development Block Grant (CDBG) Program

CDBG funds are made available to the City on an entitlement basis. The exact amount of funds allocated to the City is based on a HUD formula. In Fiscal Year 2015-2016, the City's entitlement allocation was \$548,076. The entitlement allocation was appropriated for a variety of housing-related and community development projects benefitting low and moderate-income families.

HOME Investment Partnership Program

In Fiscal Year 2015-2016, the City received an allocation of \$911,823 as a participant in the City of Turlock/Stanislaus County HOME Consortium. These funds are being used to expand the availability of affordable housing to benefit low income families.

Housing Choice Voucher (previously known as Section 8 rental assistance)

The Stanislaus County Housing Authority administers the Housing Choice Voucher rental subsidy program for most Stanislaus County jurisdictions, including the City of Turlock. The program is a federally funded, locally administered rental assistance program for low-income families, senior citizens, and persons with disabilities.

State Funding Sources

The State of California Department of Housing and Community Development (HCD) is the State agency that provides funding for different affordable housing projects and programs. The City of Turlock was awarded CalHome funds and uses them for First Time Home Buyer down payment assistance.

Emergency Solution Grant

The City of Turlock does not receive ESG funding.

Some items in the table above are labeled "Pending" as we are awaiting final numbers.

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Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources. Funds which were available during the fiscal year were CalHome, State HOME, Low-income Housing Tax Credits, Successor Agency funds, and local developer contributions.

CalHome

The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to fund First Time Home Buyer loans. In 2015-2016 seven (7) loans were provided expending \$344,620 in grant funds. A total of 44 loans have been issued towards the CalHome grants. The City utilized the 2008 grant and is working on expending the 2011 and 2012 grant funds.

Consortium Leveraging

For the Turlock/Stanislaus County HOME Consortium each member jurisdiction historically has leveraged their HOME allocation with local Redevelopment Agency funds/Successor Agency funds, Low Income Housing Tax Credits, CalHome, Neighborhood Stabilization Program (NSP) and Housing Choice Voucher funds (previously known as Section 8). The Consortium allocates HOME funds on a formula basis to the Consortium members. Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson; County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities.

Matching for the HOME Program

Non-federal funding is used as matching for the HOME program. See the table below for HOME Matching information.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	5,455,492.35
2. Match contributed during current Federal fiscal year	60,361.20
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	5,515,853.55
4. Match liability for current Federal fiscal year	102,505.36
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	5,413,348.19

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year									
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match	
555	12/30/15		60,361.20					60,361.20	

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period

Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	N/A					
Sub-Contracts						
Number						
Dollar Amount						
	Total	Women Business Enterprises	Male			
Contracts						
Number						
Dollar Amount						
Sub-Contracts						
Number						
Dollar Amount						

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	N/A					

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired						
Businesses Displaced						
Nonprofit Organizations Displaced						
Households Temporarily Relocated, not Displaced						
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	N/A					

Table 10 – Relocation and Real Property Acquisition

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CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units		0
Number of non-homeless households to be provided affordable housing units		FTHB 12
Number of special-needs households to be provided affordable housing units		0
Total		12

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance		0
Number of households supported through the production of new units		0
Number of households supported through the rehab of existing units		1 Rehabilitation Program
Number of households supported through the acquisition of existing units		0
Total		1

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Turlock’s Strategic Plan outlines the City’s plans to assist in the development of affordable housing through first-time home buyer loans under the HOME program. Due to market housing prices, most home purchase prices in Turlock exceed the maximum purchase price allowed by United States Department of Housing and Urban Development (HUD), making it difficult for our buyers to locate a property within their price range. To help our buyers, the City prepared a market study, which was approved, to increase the purchase price limit.

As for affordable housing development, unfortunately, the City does not receive enough CDBG funds to acquire or construct affordable housing given its high cost (i.e. land, construction, permit fees, etc.). There are simply not enough funds available from the yearly CDBG allocation to meet these and other needs in the community. Instead the City works to improve the public environment and ensure that all citizens have improved safe access.

Discuss how these outcomes will impact future annual action plans.

The City plans to address housing needs, but without significant additional resources, the City will continue to focus CDBG dollars where they will do the most good for the low and moderate households. The City will continue to look for additional resources to support affordable housing.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	Pending	0
Low-income	Pending	0
Moderate-income	Pending	1
Total	Pending	1

Table 13 – Number of Persons Served

Narrative Information

Consistent with the priorities outlined in the Consolidated Plan, during the 2015-2016 fiscal year, the City undertook the following activities that addressed the housing needs:

- The City continued to administer a First Time Home Buyers down payment assistance program for low-income which provide low interest loans. The program utilizes various home purchase assistance resources including the HOME, CDBG, and CalHome funding. Turlock assisted eleven (11) income eligible homebuyers.
- The Consortium members offered a First Time Home Buyers down payment assistance program for low-income which provide low interest loans. The program utilized HOME funding. Funds assisted one (1) income eligible homebuyers.
- The City offered Public Service grants to eligible non-profit agencies through CDBG funding to provide services to eligible clients.
- The City continued offering a Housing Rehabilitation Program, which is for repair of homes within the City and assists elderly, handicapped and other special needs, improving housing conditions. One project was completed in the fiscal year while other projects are currently being processed or under construction.
- The Consortium offered a Housing Rehabilitation Program, which is for repair of homes within the City and assists elderly, handicapped and other special needs, improving housing conditions.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)
Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Throughout Fiscal Year 2015-2016, the City of Turlock utilized CDBG Public Services to implement strategies to assist in addressing the City's Homeless population. This Fiscal Year, Children's Crisis Center, United Samaritans Foundation, We Care of Turlock, Community Housing and Shelter Services, and Turlock Gospel Mission received CDBG public services funding to provide homeless prevention, case management, food boxes and re-housing services. These funds are targeted to homeless individuals and families or individuals and families at-risk of losing their housing and provide a combination of intensive case management and rental assistance with the ultimate goal of securing clients in permanent housing.

Turlock Gospel Mission operates a the Homeless Assistance Ministry that provided case managers who work with each person or household to develop a goal oriented housing action plan, which centers on identifying and connecting clients with any needed services such as obtaining birth certificates and social security cards as well as TANF, Food Stamps, Veteran's Benefits, budgeting, job training, employment opportunities, etc. The City provided TGM with a CDBG loan to purchase a building in order to continue to provide these much needed services.

The HOME Consortium, in collaboration with the Stanislaus County Continuum of Care (CoC) has been making efforts to reduce chronic homelessness. The CoC has begun the planning process to develop a system for coordinated intake, assessment and referral that fully complies with the requirements of the CoC.

Through the use of its own ESG funds, the Stanislaus Urban County provided funding to the CoC to assist with HMIS data entry. This effort allowed client data from non-HUD funded homeless service providers to enter into HMIS, which will allow the CoC's homeless data collection to act as a much more valuable tool for tracking individuals patterns into and out of homelessness. Overall, the sub-committee made great strides toward improving data quality and the consistency of the intake process for shelter, homeless prevention, and rapid rehousing activities.

Addressing the emergency shelter and transitional housing needs of homeless persons

Throughout Fiscal Year 2015-2016, the City of Turlock utilizing CDBG Public Service grant funds to help implement strategies to assist in addressing the City's Homeless population. This Fiscal Year, Children's Crisis Center provided children respite care, We Care of Turlock provided a cold weather emergency shelter for men, and Community Housing and Shelter Services provided rental assistance to homeless clients.

Also in the community, Turlock Gospel Mission, in collaboration with faith based groups, operated a roaming cold weather emergency shelter for homeless women and children in Turlock. The faith based groups provided shelter rotation every ten days to another group's location. They provided food and other services to clients to help them find needed assistance.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Turlock provided public service grant funds to agencies that provided food, Fair housing counseling, and other services that assisted persons to prevent homelessness. The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In Fiscal Year 2015-2016, the City of Turlock partnered with service providers through the CDBG Public Services Grant Program to provide direct and indirect services to homeless persons and families.

We Care of Turlock received CDBG public services funding to provide homeless prevention, case management and re-housing services. They provide guidance to assist clients with needs to get them closer to being able to participate in transitional housing opportunities.

The Children's Crisis Center's Verda's House facilities utilized CDBG Public Service funds to operate a daycare and shelter facility for infants, toddlers and children at-risk of homelessness. The facility provided parents case management services, allowing them to find and maintain jobs, housing and other necessary services.

Turlock provided a loan to Turlock Gospel Mission to purchase building in which Turlock Gospel Mission (TGM) operated the Homeless Assistance Ministry that provided case managers who work with each person or household to develop a goal oriented housing action plan, which centers on identifying and connecting clients with any needed services such as obtaining birth certificates and social security cards as well as TANF, Food Stamps, Veteran's Benefits, budgeting, job training, employment opportunities, etc.

The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

CR-30 - Public Housing 91.220(h); 91.320(j)
Actions taken to address the needs of public housing

The City of Turlock actively partners with the Stanislaus Housing and Support Services Collaborative (also known as the Continuum of Care) in all activities related to improving public housing and resident initiatives.

In California, public housing is administered directly through local Public Housing Authorities (PHAs). The Housing Authority of Stanislaus County (HASC) is the largest landlord of multi-family and single household public housing units for the lower income population of Stanislaus County. The HASC is committed to provide decent affordable housing to its residents and in doing so; the HASC keeps public housing units in favorable conditions so that its residents have a safe and healthy living environment.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Since the State does not administer PHA funds, or have any oversight over PHA tenants, it has no actions directed specifically to public housing residents.

Actions taken to provide assistance to troubled PHAs

Since the State does not administer PHA funds, it does not evaluate the status or condition of PHAs.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has worked to eliminate internal barriers to the development of affordable housing through the following continuing efforts:

- The City's CDBG Public Services allocations reflect the City's priorities in meeting underserved needs, such emergency shelter, homelessness prevention and rapid re-housing, food security, seniors, youth, and persons with disabilities.
- Providing funding for land acquisition, secondary financing, and infrastructure costs;
- Assisting qualified households to purchase homes utilizing the homebuyer assistance programs; and
- Continuing to work with non-profit housing agencies in the provision of supportive services and programs.

There is an ongoing gap in the availability of services across most categories of underserved needs, including seniors, persons with disabilities, individuals with chronic illness, persons with other conditions affecting their ability to function independently and productively, foster youth and homeless. In addition, there is a need to link access to supportive services to affordable and appropriate housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Turlock partnered with Stanislaus County to prepare the Analysis of Impediments to Fair Housing (AI) and the Consolidated Plan to help address these needs. Staff reviewed the information and formulate actions to assist in addressing obstacles in meeting underserved needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Health Services Agency of Stanislaus County is the lead agency for Stanislaus County in the identification, documentation and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Health Services Agency, becomes involved with childhood lead-based poisoning when notification of an elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist to determine, if possible, the source of lead exposure. The Stanislaus County Health Services Agency in partnership with the Department of Environmental Resources conducts the investigation of residences where children with elevated levels of lead reside.

The lead-based paint regulation that became effective April 22, 2010 added a requirement that requires contractors bidding on rehabilitation of homes built prior to 1978 provide documentation of EPA Lead Renovation and Repair and Painting certification. During the implementation of local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot repair (as per HUD-sponsored abatement course protocol).

The City continued to provide information regarding lead based paint hazards to City of Turlock residents and enforce these requirements.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

To reduce the number of persons living under poverty level, the City of Turlock in collaboration with the City of Modesto and Stanislaus County continued its partnership with local agencies and the Continuum of Care (CoC) to provide services and resources for families in need. As well as, provide a portion of CDBG funding to various nonprofits that have a proven track record of assisting the homeless on their path towards toward work and full time housing.

Providing opportunities for low-income families to improve their economic status is an area of focus for the City, and is reflected in the City's Strategic Plan. The City leverages its federal grant funds from CDBG to increase the supply of affordable housing in our community. While the production and preservation of affordable housing on its own will not raise people's income or lift them from poverty, it contributes to stabilizing living expenses for low- income families, so that they have more discretionary income for other living expenses.

During fiscal year 2015-2016 the City allocated a total of \$126,000 in CDBG funds to community-based organizations for various programs including; assisting individuals and families experiencing homelessness or at risk of experiencing homelessness and low and moderate income individuals and families achieve self-sufficiency.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City works closely with Stanislaus County and its Urban county member cities. Staff from each jurisdiction meet on a regular basis to discuss relevant issues impacting all programs, receive training, and consolidate processes. Staff trade email on issues as they arise and seek help from each other to address pressing requirements of the programs. Staff from all the jurisdictions attend HUD sponsored training on an as needed basis, providing more depth in each agency's institutional knowledge and structure. These activities bring staff up-to-date on changes in federal program requirements, policy initiatives, and implementation guidance.

One of the major issues seen in the community is not a lack of agencies but a lack of funding for the agencies. Building the capacity of local nonprofits has also become an important issue for the Urban County and other entitlement cities. The City of Turlock is trying to assist agencies with building capacity. The Urban County also has an excellent working relationship with both the cities of Turlock and Modesto, which are separate CDBG entitlement jurisdictions, to strategically prioritize projects and programs more efficiently and effectively for the region.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City and County participate in the Continuum of Care, which establishes homeless policy for the use of federal funds. The organization provides structure for grant applications, funds the Homeless Management Information System, and provides performance data to the County. The County and the City of Modesto are entitlement cities for the receipt and management of Emergency Solutions Grant funds.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Turlock and Stanislaus County had a countywide Analysis of Impediments to fair housing (AI) in completed in May 2015.

Project Sentinel provided Fair Housing services for the City of Turlock through a CDBG grant of \$10,000. They are a non-profit fair housing agency established to investigate fair housing complaints. They seek to provide fair housing services through enforcement of federal, state and local civil rights laws, and the promotion of community awareness. They have investigate and document fair housing complaints in the City of Turlock.

They provide fair housing investigation services and consultation services. These services included testing, canvassing, statistical analysis, witness interviews and counseling. They conduct presentations throughout the Turlock Community, as well as presenting Fair Housing and Landlord/Tenant workshops and Tester Training workshops. Presentations are conducted upon request. Project Sentinel also distributed Fair Housing educational materials in various languages to local agencies and community organizations.

The City funds a local non-profit organization to provide education and enforcement activities with

regards to fair housing. The agency provided training to the community about tenants' rights on April 20 and landlord rights April 27 at City Hall (156 South Broadway, Turlock, CA).

The City provides funds for a First Time Home Buyer down payment assistance program to help provide access to affordable housing. The City staff provides realtors, lenders, and clients program information and education to assist buyers using this program.

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources to provide affordable housing opportunities. The City has applied for additional funds to complete the second phase of the Avena Bella project to provide an additional 60 affordable rental units.

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The City regularly monitors progress on activities carried out in the Annual Action Plan to ensure compliance with program requirements. Evaluation took place during the application and funding process, and after agreements have been executed. Funding and service agreements set clear performance measures, reporting procedures, timeliness, and budgets against which goals are and were measured. City staff regularly monitored compliance with contracting requirements and performance goals through the implementation and review of quarterly performance reports, reimbursement requests, and desk and on-site monitoring. Where higher risks are considered to be present, program staff work more closely with the agencies during on-site visits to ensure that the project moves forward as smoothly as possible. City staff provided feedback to agencies regarding areas of concern, and findings where corrective action or improvements were required.

Staff also meets periodically with Consortium members to review financial items, update activity statuses, and complete project documentation. This ensures that all statutory and regulatory requirements are being met and that performance reports and all other information submitted to HUD is correct and complete.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Prior to the CAPER submission, the City publishes an English and Spanish public notice in local newspapers of general distribution in Stanislaus County advising residents of the availability of the CAPER for public review and comment. The CAPER is placed in the front office of the Housing Division and posted on the City's website. The public can submit comments at the City offices or email them to the contact listed in the ad.

Public meetings and hearings have been held in accordance with the City and the Consortium's Citizen Participation Plan to provide an opportunity for community input into what services, projects, or activities the City undertook using Community Development Block Grant and HOME funds.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has had no changes in program objectives during the program year. The City will consider potential changes to the plans for future program years to alleviate the problems experienced in the reporting process. HUD staff will be consulted for advice on how to proceed with any changes as needed.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Does this jurisdiction have any open Brownfields Economic Development Initiative(BEDI) grants?

Not applicable

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CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Due to staffing constraints the Housing division was unable to provide any onsite monitoring for these projects this fiscal year. Monitoring will be conducted in the next fiscal year.

HOME:

1480 Lambert
Ceres Farm Labor Projects
Newman Family Apartments in Newman
Las Palmas Senior Apartments in Patterson
Cherry Tree Village (seniors and low income)

CHDO projects:

401 N. Broadway
412 Montana
546 South Rose
581 and 583 Columbia St.
1061 Alpha Road
1318 S Canal (senior) Crane Terrace
1401 Apple Lane/ 420 Montana
1441 Apple
Heritage Oaks Senior Housing-Oakdale

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

In general, the City is proactive in encouraging participation in each housing program or project. Advertisements occur in local circulations, public presentations and events, utility newsletters and through housing providers. In regard to rental projects with five or more units, the City continually takes actions to provide information and otherwise attract eligible persons in the housing market area to the available housing, without regard to race, color, national origin, sex, religion, familial status or disability. Display of the Equal Housing Opportunity logo is included in each public notice, city's website and in program advertisements. Fair Housing Poster is posted in each jurisdiction's Housing office.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During the FY2015-2016 program year, \$ 330,105 was received in program income from HOME projects and was drawn down as payment requests were received from projects in place of current year program funds, as required by HUD.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

Housing Choice Voucher Funds (previously known as Section 8): The Housing Authority of Stanislaus County administers the Housing Choice Voucher program for the City and provides rent subsidies.

Low-Income Housing Tax Credits (LIHTC): The federal 4% and 9% LIHTC is the principal source of funding for the construction and rehabilitation of affordable rental homes. They are a dollar-for-dollar credit against federal tax liability. In FY 2015-2016 the City of Turlock and a non-profit developer applied for and are awaiting a final decision on an award of funds for the completion of phase 2 for the Avena Bella affordable housing project (60 units).

HUD VASH: The Housing Authority of Stanislaus County administers the VASH vouchers from the U.S. Department of Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) program for their efforts to house homeless veterans in Stanislaus County. The vouchers are provided to eligible veterans and non-profit agencies serving veterans.

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City Council Synopsis

September 27, 2016



BA



From: Michael I. Cooke, Municipal Services Director
Prepared by: Michael I. Cooke, Municipal Services Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Stating the Turlock City Council's opposition to the Draft Substitute Environmental Document (SED) released by the State Water Resources Control Board in support of updating the Bay-Delta Water Quality Control Plan

2. DISCUSSION OF ISSUE:

The State Water Resources Control Board (State Water Board) is responsible for developing and modifying the Bay-Delta Water Quality Control Plan which establishes water quality control measures needed to provide reasonable protection of beneficial uses of water in the Bay-Delta Watershed. The State Water Board implements the Bay-Delta Plan through water rights and other measures.

The State Water Board is in the process of developing and implementing updates to the Bay-Delta Plan, including flow objectives for priority tributaries to the Delta. Phase 1 of this work involves updating San Joaquin River flow and southern Delta water quality requirements included in the Bay-Delta Plan. The Stanislaus, Tuolumne and Merced Rivers are all tributaries to the San Joaquin River and are included in Phase 1. Turlock Irrigation District (TID), as well as Modesto Irrigation District, Merced Irrigation District, Oakdale Irrigation District, and South San Joaquin Irrigation District will all be adversely impacted by the recommendations contained in the update to the Bay-Delta Plan.

On September 15, 2016, the State Water Board released a Revised Draft Substitute Environmental Document (SED) and draft proposed changes to the Bay-Delta Plan for public comment. The cornerstone of the SED is the concept of requiring "unimpaired flows" in the tributaries to the San Joaquin River. For the past 100+ years, the irrigation districts have operated dams that limit or "impair" the natural flow of the rivers. These dams prevent flooding and store water in reservoirs for the irrigation season. The State Water Board theorizes that by allowing rivers to flow as if they were "unimpaired" by the dams, fishery conditions will improve in the Bay-Delta. Therefore, the SED proposes requiring the irrigation districts to release more

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water in February through June each year; this will severely limit the amount of water the irrigation districts can store for the irrigation season.

If the recommendations contained in the SED are implemented, there are a number of adverse impacts to the City of Turlock and the region as a whole. Adverse impacts include, but are not limited to the following:

- The following of agricultural land
- Lower agricultural production and reduction in the economic multiplier effect of crop production
- Increased groundwater pumping to make up for the loss of surface irrigation water
- Declining aquifer levels
- Declining groundwater quality
- Challenges in complying with the requirements of the Sustainable Groundwater Management Act of 2014
- Reduced water supply for the Stanislaus Regional Water Authority's Surface Water Treatment Plant

Finally, the public participation process for the SED has been deficient. The initial SED was released on New Year's Eve 2012. Since that time, area agencies have been trying to gain input on the development of the revised SED – for instance the initial document failed to consider groundwater impacts. Unfortunately, the State Water Board and its consultants have rejected numerous requests from the impacted agencies within our region to discuss the assumptions and data underlying the SED's analyses and recommendations. In essence, the State Water Board has conducted a multi-year study, at the cost of tens of millions of taxpayer dollars, and failed to even discuss its assumptions with those who stand to be impacted by its recommendations. The release of SED marks a failure to engage in serious technical analyses of environmental, social, economic, educational and cultural impacts with those to be affected in the region.

3. BASIS FOR RECOMMENDATION:

- A. The proposed changes to the Bay-Delta Water Quality Control Plan could have significant impacts on Turlock's groundwater supply, groundwater quality, potential surface water supply, and the local economy.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 – Municipal Infrastructure

1. Municipal infrastructure is integral to public safety and effective service delivery.
2. Municipal infrastructure is critical to retain and attract businesses.

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

Action Items:

1. Expand drinking water supply and improve drinking water quality.
2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not quantified at this time

A reduction in surface water supply and decline in groundwater quantity and quality will adversely impact the cost of operating the City's potable water supply. Furthermore, the fallowing of agricultural land and reduced agricultural production will adversely impact Turlock's economy.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the passing of the proposed Resolution. This alternative is not recommended because an adequate supply of surface water is critical to the region's hydrology and economy.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF STATING THE TURLOCK }	RESOLUTION NO. 2016-
CITY COUNCIL'S OPPOSITION TO THE DRAFT }	
SUBSTITUTE ENVIRONMENTAL DOCUMENT }	
(SED) RELEASED BY THE STATE WATER }	
RESOURCES CONTROL BOARD IN SUPPORT }	
OF UPDATING THE BAY-DELTA WATER }	
QUALITY CONTROL PLAN }	
<hr style="width: 100%; border: 0.5px solid black;"/>	

WHEREAS, on September 15, 2016, with nominal input from affected communities, the State Water Resources Control Board (State Water Board) released a revised Draft Substitute Environmental Document (SED) in support of Phase I of its Bay-Delta Water Quality Control Plan; and

WHEREAS, the SED proposes to require the local irrigation districts that operate dams on the Stanislaus, Tuolumne and Merced Rivers to release 40 percent of unimpaired flows from February to June each year; and

WHEREAS, the State Water Board and its consultants have rejected numerous requests from the impacted agencies within our region to discuss the assumptions and data underlying the SED's analyses and recommendations; and

WHEREAS, the State Water Board has conducted a multi-year study, at the cost of tens of millions of taxpayer dollars, and failed to even discuss its assumptions with those who stand to be impacted by its recommendations; and

WHEREAS, the release of SED marks a failure to engage in serious technical analyses of environmental, social, economic, educational and cultural impacts with those to be affected in the region; and

WHEREAS, despite a groundwater crisis that resulted in the Sustainable Groundwater Management Act in 2014, as well as continued drought impacts, the State Water Board desires to take even more water from one of California's most challenged regions; and

WHEREAS, the City of Turlock, like most communities in this multi-county region, is entirely dependent on groundwater for its drinking water source, and has experienced declines in both aquifer levels and in potable water quality; and

WHEREAS, the City of Turlock already faces significant drinking water quality and quantity issues that have been ignored in the SED; and

WHEREAS, the unimpaired flow proposal contained in the SED is a regulatory taking that threatens the efforts of the City of Turlock and the City of Ceres, partners in the Stanislaus Regional Water Authority, to obtain a reliable supply of treated surface water for the region; and

WHEREAS, the 2012 SED ignored the well-documented recharge value of irrigation water, and was unable to account for the state's new groundwater laws and groundwater pumping increases resulting from the drought; and

WHEREAS, the State Water Board's proposal will mean that Turlock and the entire region will be severely vulnerable in the effort to achieve state-mandated groundwater sustainability; and

WHEREAS, the State Water Board's proposal directly undermines efforts to maintain groundwater quality in disadvantaged communities that lack access to surface water; and

WHEREAS, agriculture, made possible by irrigation, is the cornerstone of our local economy and provides a significant number of jobs, as crops grown locally are processed in Turlock at a number of manufacturing facilities; and

WHEREAS, Turlock is located in a region that is among the most economically challenged in the entire state with some of the highest unemployment rates, a multitude of health challenges, and the lowest educational achievement rates in all of California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby vigorously oppose the proposed water grab by the State of California, a proposal without mitigation or due analysis of impacts.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock will strongly oppose the SED in every possible venue unless its impacts are fully mitigated.

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:

ATTEST:

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

City Council Synopsis
September 27, 2016



8B



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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 15-57 "Broadway Parking Lot Reconstruction" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement, in the amount of \$334,941.30 (Fund 305), with MHK Construction, Inc. of Denair, California, for City Project No. 15-57 "Broadway Parking Lot Reconstruction"

Resolution: Re-appropriating \$297,900 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" to be funded from unexpended Fiscal Year 2015-16 Fund 305 "Capital Facility Fees" and appropriating \$111,800 to account number 305-40-422.51307 "129 S. Broadway Parking Lot" to be funded from Fund 305 "Capital Facility Fee" reserves for City Project No. 15-57 "Broadway Parking Lot Reconstruction" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On August 30, 2016, three (3) bids were received for City Project No. 15-57 "Broadway Parking Lot Reconstruction." MHK Construction Inc. of Denair, California, was the lowest responsible bidder with a bid in the amount of \$334,941.30.

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Bid Summary:

COMPANY NAME	BID AMOUNT
MHK Construction Inc.	\$334,941.30
Central Valley Asphalt	\$341,832.00
George Reed Inc.	\$368,975.00

This project will reconstruct the existing parking lot at 129 S. Broadway between Calvary Chapel and Vega’s Professional Service. The new parking lot will be constructed to current city and state standards and will include landscaping, lighting, accessible vehicles stalls and storm water management in accordance with the City’s newly implemented storm water provisions. In addition, the parking lot will include the City’s first electric vehicle charging station.

3. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder submitting a responsive bid.
- B. This parking lot has been identified for reconstruction.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 6 Intelligent, Planned, Managed Growth

General Principles:

- 4. To achieve high quality development, supportive regulations and strategies should be designed that make it easier for developers and property owners to understand and meet the City’s vision and goals as articulated in the General Plan.

Action Item:

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

Implementation Measures:

- Construction of a surface parking lot at 129 South Broadway (no later than Summer of 2016).

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Project Cost	Contractor Bid Cost	Construction Contingency (10%)	Construction Engineering, Materials Testing and Inspection	Preliminary Engineering (Staff and Consultant)
\$451,729.56	\$334,941.30	\$33,494.13	\$33,494.13	\$49,800.00

The Construction Contingency and Construction Engineering, Materials Testing and Inspection in the proposed budget are estimates and will only be expended as expenses are incurred.

The Fiscal Year 2105-16 adopted budget contained an appropriation of \$340,000 for this project. Only \$42,100 of the \$340,000 was expended last Fiscal Year. With the above budget amendment, the remaining funds from last Fiscal Year will be re-appropriated to this current Fiscal Year and additional funding from Fund 305 "Capital Facility Fee" reserves will be appropriated to complete the necessary funding required for this project.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project involves negligible or no expansion of use of the existing facility. In accordance with Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project does not involve any expansion of use to the facility.

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 all bids submitted for this project. Staff does not recommend this alternative because this project is identified in the Mayor and City Council Policy Goals and Implementation Plan and funding is available.

CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Broadway Parking Lot Reconstruction
 PROJECT NUMBER: 15-57
 BID OPENING: Tuesday, August 30, 2016
 10:00:00 AM

ANTICIPATED COUNCIL AWARD DATE: September 27, 2016

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1		2		3	
				Unit Price	Total	MHK CONSTRUCTION INC.	DENTRAL VALLEY ASPHALT	GEORGE REED, INC.	Unit Price	Total	Unit Price
GENERAL											
1	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$2,800.00	\$2,800.00	\$9,500.00	\$9,500.00	\$28,000.00	\$28,000.00
2	CONSTRUCTION PROJECT SIGN	LS	1	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$1,200.00	\$1,200.00	\$1,060.00	\$1,060.00
3	WATER POLLUTION CONTROL	LS	1	\$5,000.00	\$5,000.00	\$3,350.00	\$3,350.00	\$1,650.00	\$1,650.00	\$3,000.00	\$3,000.00
4	TRAFFIC CONTROL SYSTEM	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
5	CLEARING AND GRUBBING	LS	1	\$5,000.00	\$5,000.00	\$1,985.00	\$1,985.00	\$8,360.00	\$8,360.00	\$5,000.00	\$5,000.00
DEMOLITION											
6	SAWCUT ASPHALT OR CONCRETE	LF	343	\$10.00	\$3,430.00	\$4.50	\$1,543.50	\$2.00	\$686.00	\$4.00	\$1,372.00
7	REMOVE EXISTING ASPHALT	SF	11,438	\$1.00	\$11,438.00	\$0.85	\$9,722.30	\$0.75	\$8,578.50	\$1.00	\$11,438.00
8	REMOVE EXISTING CONCRETE	SF	2,039	\$5.00	\$10,195.00	\$2.10	\$4,281.90	\$3.00	\$6,117.00	\$2.00	\$4,078.00
PARKING LOT / ASPHALT / CONCRETE / STORM DRAIN SYSTEM											
9	EARTHWORK	LS	1	\$10,000.00	\$10,000.00	\$14,300.00	\$14,300.00	\$11,720.00	\$11,720.00	\$30,000.00	\$30,000.00
10	SHORING	LS	1	\$8,000.00	\$8,000.00	\$650.00	\$650.00	\$13,500.00	\$13,500.00	\$6,000.00	\$6,000.00
11	ASPHALT CONCRETE PAVEMENT (0.20' AC/0.35' AB)	SF	10,744	\$5.00	\$53,720.00	\$3.50	\$37,604.00	\$3.60	\$38,678.40	\$4.00	\$42,976.00
12	ASPHALT CONCRETE PAVEMENT (TRENCH SURFACE REPA	SF	400	\$5.00	\$2,000.00	\$3.50	\$1,400.00	\$6.98	\$2,792.00	\$17.00	\$6,800.00
13	CONCRETE WHEEL STOP	EA	16	\$250.00	\$4,000.00	\$45.00	\$720.00	\$45.00	\$720.00	\$50.00	\$800.00
14	MINOR CONCRETE - VALLEY GUTTER	SF	78	\$25.00	\$1,950.00	\$26.70	\$2,082.60	\$10.90	\$850.20	\$15.50	\$1,209.00
15	MINOR CONCRETE - 6" VERTICAL CURB AND GUTTER	LF	111	\$20.00	\$2,220.00	\$61.00	\$6,771.00	\$28.70	\$3,185.70	\$35.00	\$3,885.00
16	MINOR CONCRETE - 6" VERTICAL PLANTER CURB	LF	539	\$20.00	\$10,780.00	\$33.00	\$17,787.00	\$24.00	\$12,936.00	\$27.00	\$14,553.00
17	MINOR CONCRETE - 6" THICK REINFORCED CONCRETE BIO-FILTRATION PLANTER WALL (VARIES 3.1' - 3.7' HIGH WHERE APPLICABLE)	LF	140	\$50.00	\$7,000.00	\$157.00	\$21,980.00	\$250.00	\$35,000.00	\$58.00	\$8,120.00
18	MINOR CONCRETE- 6" THICK REINFORCED CONCRETE BIO-FILTRATION PLANTER FLOOR/FOOTING	SF	570	\$20.00	\$11,400.00	\$18.90	\$10,773.00	\$13.00	\$7,410.00	\$16.00	\$9,120.00
19	MINOR CONCRETE - CONCRETE FLATWORK	SF	144	\$10.00	\$1,440.00	\$12.00	\$1,728.00	\$10.30	\$1,483.20	\$12.00	\$1,728.00
20	PARKING STALL STRIPING AND MARKING	LS	1	\$16,000.00	\$16,000.00	\$2,238.00	\$2,238.00	\$1,080.00	\$1,080.00	\$1,000.00	\$1,000.00
21	ADA PARKING STALL STRIPING, SIGNAGE AND MARKING; INCLUDES TRUNCATED DOMES RETROFIT WHERE APPLICABLE	LS	1	\$3,500.00	\$3,500.00	\$767.00	\$767.00	\$1,665.00	\$1,665.00	\$1,100.00	\$1,100.00
22	STORM DRAIN PIPE, 12"; INCLUDES EXCAVATION, INSTALLATION, BACKFILL, COMPACTION AND RESTORATION OF HARDSCAPE SURFACE(S) AS APPLICABLE	LF	79	\$50.00	\$3,950.00	\$232.00	\$18,328.00	\$118.00	\$9,322.00	\$118.00	\$9,322.00
23	STORM DRAIN PIPE, 12" PERFORATED; INSTALLED IN 4' X 4' ROCK TRENCH; INCLUDES EXCAVATION, INSTALLATION, ROCK BACKFILL, PERMEABLE FILTER FABRIC, BACKFILL AND COMPACTION	LF	97	\$300.00	\$29,100.00	\$181.00	\$17,557.00	\$110.00	\$10,670.00	\$110.00	\$10,670.00
24	STORM DRAIN PIPE, 6" PERFORATED BIO-FILTRATION UNDERDRAIN SYSTEM; INCLUDES OVERFLOW PIPING WITH NDS ATRIUM GRATE, 6" AND 12" PVC PIPE FITTINGS, INSTALLATION, ROCK BACKFILL AND BIO-TREATMENT TOPSOIL	LF	52	\$400.00	\$20,800.00	\$105.00	\$5,460.00	\$295.50	\$15,366.00	\$172.00	\$8,944.00
25	STORM DRAIN MANHOLE, 48"	EA	2	\$4,000.00	\$8,000.00	\$3,698.00	\$7,396.00	\$4,500.00	\$9,000.00	\$4,500.00	\$9,000.00
26	CONNECT TO EXISTING STORM DRAIN MANHOLE	EA	1	\$3,500.00	\$3,500.00	\$4,073.00	\$4,073.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00
SITE LIGHTING AND ELECTRICAL SYSTEM / LANDSCAPING AND IRRIGATION											
27	1" WATER SERVICE AND METER	EA	1	\$1,500.00	\$1,500.00	\$6,358.00	\$6,358.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
28	SITE LIGHTING, CHARGING STATION, ELECTRICAL SYSTEM	LS	1	\$76,000.00	\$76,000.00	\$92,340.00	\$92,340.00	\$87,892.00	\$87,892.00	\$80,000.00	\$80,000.00
29	IRRIGATION AND LANDSCAPING	LS	1	\$25,000.00	\$25,000.00	\$36,398.00	\$36,398.00	\$29,202.00	\$29,202.00	\$51,000.00	\$51,000.00
30	SURFACE MOUNTED BICYCLE RACKS	EA	3	\$500.00	\$1,500.00	\$766.00	\$2,298.00	\$2,106.00	\$6,318.00	\$950.00	\$2,850.00
Total =					\$344,423.00		\$334,941.30		\$341,832.00		\$368,975.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-57 Parking Lot Reconstruction

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

MHK CONSTRUCTION INC.
P.O. BOX 928
DENAIR, CA 95316

hereinafter called "Contractor" on this 27th day of September 27, 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 27, 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: Sawcut and removal of existing asphalt parking lot and concrete flatwork; construct new parking layout including preparation of subgrade for new asphalt structural section and concrete planters; install new lighting system including charging station; install new landscaping and irrigation system; incorporate Bio-Filtration stormwater

planter, retention system and overflow system per City of Turlock MS4 requirements; provide parking lot striping including ADA marking and signage; surface repair (in kind) of existing street, curb and gutter, and sidewalk; and other associated work 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 **Project No. 1557, "Parking Lot Reconstruction."**

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 **Three Hundred Thirty Four Thousand Nine Hundred Forty One and 30/100ths Dollars (\$334,941.30)**. 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 **Sixty (60)** 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 **Seven Hundred** and no/100ths Dollars **(\$700.00)** 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 Contractor's 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 | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

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

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

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

5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

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

4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

Non-Owner-Operated Dump Truck Rental

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

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

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

17. Change Of Contract Time:

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

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

- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or
 - b. where the delay is caused by actions beyond the control of Contractor; or
 - c. where the delay is caused by actions or failure to act by Engineer.

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

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

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

22. Contract Security:

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

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

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

24. Contractor's Insurance:

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

- (a) Minimum Scope of Insurance: Coverage shall be at least as broad as:
- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.
 - (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - (4) Surety bonds as described below.
 - (5) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).
- (b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation: As statutorily required by the State of California.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (5) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.
- (c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
 - (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
 - (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
 - (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (f) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability

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

- (h) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (i) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

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

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

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

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof,

and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

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

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

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

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

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed,

and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

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

31. CITY CONTRACT ADMINISTRATOR:

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

Nathan Bray, P.E.
Principal Civil Engineer
Development Services Department
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6035
E-mail: nbray@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 23 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.

MHK Construction Inc.

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Gary Soiseth, Mayor

or

Print Name

Gary R. Hampton, City Manager

Address: _____

Date: _____

Phone: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____

Federal Tax ID or Social Security No: _____

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

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

Attach Contractor's Seal Here

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a municipal corporation of the State of California, in the sum of _____ Dollars (\$_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 1557, "Parking Lot Reconstruction,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void, otherwise to remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any provision of said contract or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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Dated this _____ day of _____, 20__.

(Principal)

By: X_____

By: X_____

(Surety)

By: X_____

By: X_____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of _____ Dollars (\$ _____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 1557, "Parking Lot Reconstruction,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and

the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING
CITY PROJECT NO. 15-57 "BROADWAY
PARKING LOT RECONSTRUCTION" IS
EXEMPT FROM THE PROVISIONS OF THE
CALIFORNIA ENVIRONMENTAL QUALITY
ACT (CEQA) IN ACCORDANCE WITH
SECTION 15302 (REPLACEMENT OR
RECONSTRUCTION) OF THE CEQA
GUIDELINES

}
}
}
}
}
}
}
}
}
}

RESOLUTION NO. 2016-

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

WHEREAS, Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines categorically exempts projects that consists of the replacement or reconstruction of existing facilities; and

WHEREAS, the key consideration in the applicability of Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines is that the project involves negligible or no expansion of use of the existing facility; and

WHEREAS, the purpose of City Project No. 15-57 "Broadway Parking Lot Replacement" is to replace the existing parking lot with a new parking lot that meets current codes and does not involve any expansion of use to the existing facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 15-57 "Broadway Parking Lot Reconstruction" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

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:

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 RE-APPROPRIATING }
\$297,900 TO ACCOUNT NUMBER }
305-40-442.51307 "129 S. BROADWAY }
PARKING LOT" TO BE FUNDED FROM }
UNEXPENDED FISCAL YEAR 2015-16 FUND }
305 "CAPITAL FACILITY FEES" AND }
APPROPRIATING \$111,800 TO ACCOUNT }
NUMBER 305-40-422.51307 "129 S. }
BROADWAY PARKING LOT" TO BE }
FUNDED FROM FUND 305 "CAPITAL }
FACILITY FEE" RESERVES FOR CITY }
PROJECT NO 15-57 "BROADWAY }
PARKING LOT RECONSTRUCTION" TO }
COMPLETE THE NECESSARY FUNDING }
REQUIRED FOR THIS PROJECT }

RESOLUTION NO. 2016-

WHEREAS, City Project No. 15-57 "Broadway Parking Lot Reconstruction" is identified in the City of Turlock Mayor and City Council Policy Goals and Implementation Plan; and

WHEREAS, this project is identified in the Capital Facility Fee Program; and

WHEREAS, this project was originally budgeted in Fiscal Year 2015-16, but the design and bid process carried over to Fiscal Year 2016-17; 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 re-appropriate \$297,900 to account number 305-40-442.51307 "129 S. Broadway Parking Lot" to be funded from unexpended Fiscal Year 2015-16 Fund 305 "Capital Facility Fees" and appropriating \$111,800 to account number 305-40-422.51307 "129 S. Broadway Parking Lot" to be funded from Fund 305 "Capital Facility Fee" reserves for City Project No. 15-57 "Broadway Parking Lot Reconstruction" 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 27th 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

City Council Synopsis

September 27, 2016



8C



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. 16-63 "Local Road Improvements - Slurry Seals" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement, in the amount of \$107,305.72 (Fund 217), with California Pavement Maintenance, Inc. of Sacramento, California, for City Project No. 16-63 "Local Road Improvements - Slurry Seals"

Resolution: Appropriating \$118,036.29 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-63 "Local Road Improvements - Slurry Seals" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

During the June 28, 2016, Council meeting, Vice Mayor Bublak requested Council support of her request to convene discussions regarding allocation of a minimum amount of \$100,000 annually for roadway improvements. Vice Mayor Bublak made this request under the agendized topic of "Future Items for Council Consideration." Mayor Gary Soiseth supported Vice Mayor Bublak's request and directed the City Manager to agendize the topic for Council consideration and discussion.

At the July 12, 2016 Council meeting, Council discussed the need for road improvements, the current funding sources for road improvements, and the desire to have staff provide proposed scope of work and funding options for their consideration and a schedule for implementation.

OK for Agenda

jam *S.R.K.*

At the August 9, 2016 Council meeting, staff presented three (3) project and funding options for consideration. Council directed staff to advertise for construction of a slurry seal project that was generally bounded by Fulkerth Road to the north, Soderquist Road to the east, Canal Drive to the south and Tully Road to the west. Also, Council directed staff to utilize Fund 217 "Section 2103 Gas Tax" reserve funds for construction related costs in the amount of \$100,000.

On August 25, 2016, four (4) bids were received for City Project No. 16-63 "Local Road Improvements - Slurry Seals." California Pavement Maintenance of Sacramento, California, was the lowest responsible bidder with a bid in the amount of \$107,305.72.

Bid Summary:

COMPANY NAME	BID AMOUNT
California Pavement Maintenance	\$107,305.72
Pavement Coatings Company	\$114,035.00
Intermountain Slurry Seal	\$130,088.00
Graham Contractors, Inc.	\$164,780.00

Slurry seal resurfacing is the application of an emulsified mixture of asphalt oil, rock, water, and additives to an existing roadway. This resurfacing is part of the on-going maintenance of a roadway and is recommended to be applied to the surface every seven (7) years.

The following roads will be slurry sealed with this project:

- | | |
|-----------------------|-----------------|
| Joett Drive | Circus Court |
| Chakkar Estates Drive | Melo Court |
| Credence Court | Tawny Lane |
| Travis Court | Barnum Court |
| Carleen Court | Clotilde Court |
| Hysell Court | Tramway Place |
| Lazarine Court | Carrousel Court |
| Ashton Court | Skyway Court |
| Shawnan Drive | Gallery Court |
| Pavillion Way | |

While the bids are slightly higher than the \$100,000 Council direction due to the uncertainty of construction bids, staff requests Council award the bid with the higher amount and include a 10% construction contingency budget.

3. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder submitting a responsive bid.
- B. Council made the decision to invest local funding for a local road improvement project from Fund 217 "Section 2103 Gas Tax" reserves. The local road improvement project will apply slurry seal resurfacing which will increase the useful life.

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:

Fiscal Impact

Project Cost	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection (Staff Time)	Preliminary Engineering (Staff Time)
\$133,766.86	\$107,305.72	\$10,730.57	\$10,730.57	\$5,000.00

On August 12, 2016, Council directed staff to bid this project and use Fund 217 "Section 2103 Gas Tax" reserves as the funding source. The adopted Fiscal Year 2016-17 Budget does not include funding this project. Therefore, staff is requesting the appropriation of \$118,036 to account number 217-50-511.51270 "Construction Project" for the proposed work. These funds are specifically for road improvement projects.

Construction costs will be paid from Fund 217 "Section 2103 Gas Tax" reserves while staff time will be paid out of Fund 502 "Engineering."

This project will be funded from the following funding sources:

Fund 217 (Section 2103 Gas Tax Reserves)	\$118,036.29
Fund 502 (Engineering)	<u>\$ 15,730.57</u>
Total	\$133,766.86

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project involves negligible or no expansion of use of the existing facility (roadway). In accordance with Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project does not involve any expansion of use to the facility (roadway).

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 all bids submitted for this project. Staff does not recommend this alternative because Council previously made the decision to invest this money on a local road improvement project.

CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: 2016 Local Road Improvements - Slurry Seal
 PROJECT NUMBER: 16-63
 BID OPENING: Thursday, August 25, 2016
 2:00 PM

ANTICIPATED COUNCIL AWARD DATE: September 27, 2016

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 California Pavement Maintenance		2 Pavement Coating Co.		3 Intermountain Slurry Seal, Inc.		4 Graham Contractors, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$5,099.42	\$5,099.42	\$9,500.00	\$9,500.00	\$6,500.00	\$6,500.00	\$11,340.80	\$11,340.80	\$10,000.00	\$10,000.00
2	Remove Existing Improvements	LS	1	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
3	Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,004.60	\$2,004.60	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
4	Temporary Striping and Markings	LS	1	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
5	Slurry Seal (Type II)	SY	46,200	\$1.45	\$66,990.00	\$1.49	\$68,838.00	\$1.75	\$80,850.00	\$1.95	\$90,090.00	\$2.45	\$113,190.00
6	Pavement Striping (Detail 23)	LF	3,676	\$1.75	\$6,433.00	\$1.43	\$5,256.68	\$1.50	\$5,514.00	\$2.15	\$7,903.40	\$1.50	\$5,514.00
7	Pavement Striping (12" White Thermo)	LF	736	\$5.50	\$4,048.00	\$5.30	\$3,900.80	\$5.50	\$4,048.00	\$4.00	\$2,944.00	\$5.50	\$4,048.00
8	Pavement Markings (White Thermo)	SF	484	\$5.50	\$2,662.00	\$6.36	\$3,078.24	\$6.60	\$3,194.40	\$5.95	\$2,879.80	\$6.50	\$3,146.00
9	Pavement Marker (Type BB)	EA	42	\$18.00	\$756.00	\$21.00	\$882.00	\$22.00	\$924.00	\$15.00	\$630.00	\$21.00	\$882.00
10	Roadside Sign (R1-1)	EA	10	\$300.00	\$3,000.00	\$265.00	\$2,650.00	\$300.00	\$3,000.00	\$280.00	\$2,800.00	\$300.00	\$3,000.00
Total =					\$101,988.42		\$107,305.72		\$114,035.00		\$130,088.00		\$164,780.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-63 2016 Local Road Improvements - Slurry Seal

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

CALIFORNIA PAVEMENT MAINTENANCE CO.,INC.
9390 ELDER CREEK ROAD
SACRAMENTO, CA 95829

hereinafter called "Contractor" on this 27th 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 27, 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: mobilization and demobilization, temporary traffic control, remove existing improvements, install temporary striping and markers, placing slurry seal, installing thermoplastic striping, marking, and markers, installing street signs, street sweeping, and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special

Agreement 1

Provisions.

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

2. THE CONTRACT:

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

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

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

3. SCHEDULE:

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

4. EQUIPMENT & PERFORMANCE OF WORK:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 16-63, "2016 Local Road Improvements - Slurry Seal ."**

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

5. CONTRACT PRICE:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **One Hundred Seven Thousand Three Hundred Five and 72/100ths Dollars (\$107,305.72)**. Said amount shall be paid in installments as hereinafter provided.

Agreement 2

6. TIME FOR PERFORMANCE:

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

7. RIGHTS OF CITY TO INCREASE WORKING DAYS:

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

8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:

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

9. DELAY DAMAGES:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Five Hundred and no/100ths Dollars (\$500.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor

fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. PERFORMANCE BY SURETIES:

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

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

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

12. PERMITS, COMPLIANCE WITH LAW:

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

13. SUPERINTENDENCE BY CONTRACTOR:

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

14. INSPECTION BY CITY:

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

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

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

16. CHANGE OF CONTRACT PRICE:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

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

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

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

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors

cost of determining the adjustment.

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

Labor

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

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

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

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

Materials

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

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity

4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

Agreement 11

on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. PERMITS AND CARE OF THE WORK:

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

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

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

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

22. CONTRACT SECURITY:

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

23. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages,

Agreement 12

losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

24. CONTRACTOR'S INSURANCE:

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.
- (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Surety bonds as described below.

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

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

- (3) Workers' Compensation: As statutorily required by the State of California.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
 - (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
 - (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
 - (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

- (f) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (h) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (i) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. PROOF OF CARRIAGE OF INSURANCE:

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

26. WAGES & HOURS OF EMPLOYMENT:

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

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

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

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

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

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

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be

authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

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

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

28. PROVISIONS CUMULATIVE:

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

29. TAXES:

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

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

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

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

30. NOTICES:

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

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

Agreement 17

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

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

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

31. CITY CONTRACT ADMINISTRATOR:

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

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

32. INTERPRETATION:

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

33. ANTITRUST CLAIMS:

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

34. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 23 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.

CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Gary Soiseth, Mayor

or

Print Name

Gary R. Hampton, City Manager

Address: _____

Date: _____

Phone: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____

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

Federal Tax ID or Social Security No: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

Attach Contractor's Seal Here

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a municipal corporation of the State of California, in the sum of _____ Dollars (\$_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 16-63, "2016 Local Road Improvements - Slurry Seal,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void, otherwise to remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any provision of said contract or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of _____ Dollars (\$ _____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 16-63, "2016 Local Road Improvements - Slurry Seal,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING
CITY PROJECT NO. 16-63 "LOCAL ROAD
IMPROVEMENTS - SLURRY SEALS"
IS EXEMPT FROM THE PROVISIONS OF THE
CALIFORNIA ENVIRONMENTAL QUALITY
ACT (CEQA) IN ACCORDANCE WITH
SECTION 15301 (EXISTING FACILITIES)
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, Section 15301 (Existing Facilities) of the CEQA Guidelines categorically exempts projects that consist of maintenance on existing highways and streets; and

WHEREAS, the key consideration in the applicability of Section 15301 (Existing Facilities) of the CEQA Guidelines is that the project involves negligible or no expansion of use of the existing facility; and

WHEREAS, the purpose of City Project No. 16-63 "Local Road Improvements - Slurry Seals" is to apply slurry seal treatment to existing roadways as a preventative maintenance procedure and does not involve any expansion of use to the existing roadway.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 16-63 "Local Road Improvements - Slurry Seals" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

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:

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 }
\$118,036.29 TO ACCOUNT NUMBER }
217-50-511.51270 "CONSTRUCTION }
PROJECT" TO BE FUNDED FROM FUND 217 }
"SECTION 2103 GAS TAX" RESERVES FOR }
CITY PROJECT NO. 16-63 "LOCAL ROAD }
IMPROVEMENTS – SLURRY SEALS" TO }
COMPLETE THE NECESSARY FUNDING }
REQUIRED FOR THIS PROJECT }
_____}

RESOLUTION NO. 2016-

WHEREAS, by separate action, on August 9, 2016, Council selected this slurry seal local road project to advertise for bidding; and

WHEREAS, City Project No. 16-63, "Local Road Improvements – Slurry Seals" is a local road maintenance project; and

WHEREAS, Section 2103 Gas Tax Funds are funds used for local road projects and there are sufficient reserves to fund this project; and

WHEREAS, by separate action at their September 27, 2016 meeting, the City Council approved awarding a contract to California Pavement Maintenance, Inc. in an amount not to exceed \$107,305.72 for this project; and

WHEREAS, funding for this project is not currently included in Fiscal Year 2016-17 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$118,036.29 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-63 "Local Road Improvements – Slurry Seals" 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 27th 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

8D



City Council Synopsis

September 27, 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: Reaffirming Resolution No. 2016-199 determining the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue, for Turlock High School to host the Turlock High School Homecoming Parade, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Rescinding Resolution No. 2016-200 and adopting a new Resolution authorizing the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, October 28, 2016 from 3:00 p.m. to 4:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

On August 30, 2016 the City Council authorized the closure of portions of the above specified street sections to ensure pedestrian safety for the Turlock High School Homecoming Parade. The event was scheduled to take place on September 23, 2016; however, during the staff presentation of this item, Council was advised the date may change due to unforeseen circumstances by the applicant.

On September 6, 2016, applicant Aaron Mello of Turlock High School, in fact requested a date change for the event from September 23, 2016 to October 28, 2016. This event is to celebrate Turlock High School's Homecoming and is

M. D. A.

proposed to take place on Friday, October 28, 2016 from 3:00 p.m. to 4:00 p.m. with each intersection closure estimated to be in effect for no more than 30 minutes.

The proposed event will be a parade starting on Berkeley Avenue, traveling West on East bound Canal Drive, South on Main Street, East on Center Street, North on Crane Avenue, North on Minaret Avenue, North on Main Street, East on Canal Drive, concluding on Berkeley Avenue.

The closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue has been requested for pedestrian safety and event purposes.

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed this closure request.

Staff supports the closure of the street 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.

Property owners directly affected by the closure have been notified of this date change request and invited to participate in the public hearing process.

3. BASIS FOR RECOMMENDATION:

- A. The closure of the specified sections of roadway is necessary for pedestrian safety.
- B. In accordance with the California Vehicle Code, the City Council is authorized to approve the closure of public streets.

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:

- 5. Promote and support tourism.

Action Item:

- 2. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Modify the route to travel East on Palm Street, then continuing North on Crane Avenue, North on Minaret Avenue, North on Main Street, East on Canal Drive, and conclude on Berkeley Avenue. This would eliminate the closure of Main Street from Palm Street to Center Street and any impact to businesses in that area. This route is not preferred by the applicant.
- B. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and the lack of approval may result in the cancellation or relocation of the specified event.

Jennifer Land

From: Amber Traini
Sent: Tuesday, September 13, 2016 10:58 AM
To: Council Items
Subject: FW: Homecoming Parade Date Change

From: Aaron Mello [mailto:AMello@turlock.k12.ca.us]
Sent: Monday, September 12, 2016 11:46 AM
To: Amber Traini
Cc: Danelle Von Aspern
Subject: Homecoming Parade Date Change

Hello Amber,

This is to officially request a date change for our Homecoming Parade from the 23rd of September to the 28th of October. We will be planning to keep the same parade route and event schedule. We are aware that we will need to send out new public notification with the date change. If you have any questions or concerns, please let me know. Have a great day!

Thanks,
Aaron

Aaron Mello
Assistant Principal Turlock High School
Positivity/Woo/Communication/Belief/Connectedness
(209) 667-2055
amello@turlock.k12.ca.us



Special Event Application

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

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

City Personnel Use Only
Event #:
Date Received: <u>7/29</u>
Date Approved:
Permit Fee:
Alcohol Fee: <u>0</u>
Late Fee: <u>0</u>
Payment Date:

Applicant Information

Applicant/Contact Name: Turlock High School / Aaron Mello
Danelle VonAspern

Contact Phone: 209 667-0797 x3042 Alternate Phone: _____

Address: 11600 E. Canal Dr.

City: Turlock Zip: 95350

E-mail Address: cdvonaspern@turlock.k12.ca.us
amello@turlock.k12.ca.us

Business/Organization Information (if applicable)

Organization Name: Turlock High School

If Non-Profit please provide Federal ID #: 94-2159100 (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: Turkell High School Homecoming Parade

Event Location: Downtown

Event Date(s): 9/23/16

On-Site Contact: Aaron Mello

Phone #: 607-0797x3042 Secondary Phone #: 209-585-6541

Set-up Start Time: 2:20 pm Event Start Time: 3:00 pm

Event End Time: 3:45 pm Clean-up Completion Time: 3:45 pm

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

Estimated Attendance: _____

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

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

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

Event Details Cont.

Security

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

If yes, who will you be using?

Name of Company: The Campus Supervisors/SROs
City: Turlock Police Dept. Officers
Day Time Telephone: Teachers & Volunteers
Fax: _____
Cell: _____

Number of Security Guards to be present: _____

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

Vendors

Event Coordinator must apply for City of Turlock Business License

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

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

*Event organizer must obtain health permits from all food vendors

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

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

Event Details

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)

* We have discussed having an Amplified Sound ? DJ Live Band for the parade.

Alcohol

Will alcohol be present at your event? (circle one)

YES NO

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

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

Event Details Cont.

Will Your Event Include

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

ITEM

- Animals YES NO a few floats may have dogs on leashes
- Automobiles/Trucks YES NO Corvettes for nominees / Trucks pulling floats ^{up hill}
- Bicycles/Foot Races YES NO Bike + walking (no races)

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

Booths/Stand YES YES NO _____

Emergency Vehicle Access YES YES NO _____

Medical/First Aid Station(s) YES YES NO _____

Parking YES YES NO _____

Approximately how many spaces needed: _____

Rides/Bounce House YES YES NO _____

Tents/Canopies YES YES NO _____

City Property/Equipment YES YES NO _____

Open Flame YES YES NO _____

Stage YES YES NO _____

Power Source YES YES NO _____

OTHER YES NO

Site Plan/Public Right of Way Closure Route

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

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

EVENT LOCATION: Canal, Main Center, Marshall, Berkeley

See attached map - same route as 2015.

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,

Aaron Mello

[PRINT NAME]

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

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

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

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

Applicant Signature: Aaron Mello DATE: 7-25-16

Print Name: Aaron Mello

City personnel Signature: Mark Crivelli DATE: 7/25/16

Print Name: MARK CRIVELLI

Acknowledgment of Policies and Procedures

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

A.M.
Initial

Alcohol

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

A.M.
Initial

Amplified Sound

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

A.M.
Initial

Cancellation

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

A.M.
Initial

Clean-Up

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

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

A.M.
Initial

Recycling

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

A.M.
Initial

Damages

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

A.M.
Initial

Fees/Deposit

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

Acknowledgment of Policies and Procedures Cont.

A.M.

Initial

City Event Costs

Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.

A.M.

Initial

Insurance

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

A.M.

Initial

Event Site/Restroom Cleanliness

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

A.M.

Initial

Security

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

A.M.

Initial

Restrooms

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

A.M.

Initial

Site Plan

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

A.M.

Initial

Storm Drain Pollution Prevention

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

A.M.

Initial

Notification

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

Acknowledgment of Policies and Procedures Cont.

A.M.
Initial

Vehicular Access

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

A.M.
Initial

Additional Fees

Each event may be subject to further costs beyond permit fees. These fees may include, but are not limited to, police staffing and traffic control planning, and are payable in full 30 business days prior to event. Applicants will be billed for actual costs after the event.

A.M.
Initial

City of Turlock Business License

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

A.M.
Initial

Temporary Traffic Control

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

A.M.
Initial

Event Changes

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

A.M.
Initial

City Property Usage

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

A.M.
Initial

Public Record

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

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

Applicant's Signature

Aaron Mello

Date

7-25-16

Print Name

Aaron Mello



AMBER TRAINI
EVENT ASSISTANT



PARKS, RECREATION AND PUBLIC FACILITIES
ATRAINI@TURLOCK.CA.US

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-6009 | FAX 209-668-5668
TTY 1-800-735-2929

SPECIAL EVENT PERMIT APPROVAL

DATE: August 16, 2016
TO: Aaron Mello, Turlock High School, Assistant Principal
CC: Allison Van Guilder, Parks, Recreation & Public Facilities Director,
Phaedra Norton, City Attorney, Scott Ellis, Turlock Police Department,
Wayne York, Engineering
FROM: Amber Traini, Event Assistant Parks, Recreation and Public Facilities
RE: Turlock High School Homecoming Parade- September 23, 2016

NAME OF EVENT - Turlock High School Homecoming Parade

DATE OF EVENT- September 23, 2016

TIME OF EVENT (Includes set up and clean up) -3:00 PM to 4:00 PM

ESTIMATED COSTS:

Police Support: \$165
Traffic Control Device Rental: \$865
City Maintenance Staff Traffic Control Set Up/Removal: \$846.28

Total Estimated Cost Payable to the City of Turlock: \$1,876.28
Full payment is due by **September 16, 2016.**

Pd 9/2

ADDITIONAL INFORMATION:

1. Upon completion of the event, the actual costs associated with the event will be calculated and any additional charges or refunds will be processed within thirty (30) days.

I hereby acknowledge that I have read and understand and agree to all of the hereinabove reflected requirements and responsibilities associated with the proposed event.

SIGNATURE Aaron Mello
PRINT NAME Aaron Mello

DATE: 8-18-16
PHONE: (209) 667-2055

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REAFFIRMING }
RESOLUTION NO. 2016-199 DETERMINING }
THE CLOSURE OF PORTIONS OF CANAL }
DRIVE, MAIN STREET, CENTER STREET, }
CRANE AVENUE, AND MINARET AVENUE, }
FOR TURLOCK HIGH SCHOOL TO HOST }
THE TURLOCK HIGH SCHOOL HOMECOMING }
PARADE, IS EXEMPT FROM THE PROVISIONS }
OF THE CALIFORNIA ENVIRONMENTAL QUALITY }
ACT (CEQA) IN ACCORDANCE WITH SECTION }
15304 (MINOR ALTERATIONS TO LAND) OF }
THE CEQA GUIDELINES }

RESOLUTION NO. 2016-

WHEREAS, the City plans to temporarily modify the use of land along portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Drive, for a special event that will result in the temporary closure of the specified street sections to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, Section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby reaffirm Resolution No. 2016-199 to determine the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue, for Turlock High School to host the Turlock High School Homecoming Parade, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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 RESCINDING }
RESOLUTION NO. 2016-200 AND }
ADOPTING A NEW RESOLUTION }
AUTHORIZING THE CLOSURE OF }
PORTIONS OF CANAL DRIVE, MAIN }
STREET, CENTER STREET, CRANE }
AVENUE, AND MINARET AVENUE FOR }
PEDESTRIAN SAFETY, FOR TURLOCK }
HIGH SCHOOL TO HOST THE TURLOCK }
HIGH SCHOOL HOMECOMING PARADE, }
ON FRIDAY, OCTOBER 28, 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 }

RESOLUTION NO. 2016-

WHEREAS, on September 6, 2016, applicant Aaron Mello, requested a date change for the event previously approved by Council to close portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue, for Turlock High School to host the Turlock High School Homecoming Parade, rescheduled for Friday, October 28, 2016 from 3:00 p.m. to 4:00 p.m.; and

WHEREAS, California Vehicle Code Section 21101(e) authorizes local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, on August 30, 2016 the City Council approved the closure of portions of the above specified street sections that had been requested for pedestrian safety and event purposes for the Turlock High School Homecoming Parade. This event was approved to take place on September 23, 2016; however, during the staff presentation of this item, Council was advised the date may change due to unforeseen circumstances by the applicant. The Applicant has in fact requested a date change for the event and the proposed closure from September 23, 2016 to October 28, 2016; and

WHEREAS, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at the meeting held on August 30, 2016 and reaffirmed on September 27, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2016-200 and adopts a new Resolution to authorize the closure of portions of Canal Drive, Main Street, Center Street, Crane Avenue, and Minaret Avenue for pedestrian safety, for Turlock High School to host the Turlock High School Homecoming Parade, on Friday, October 28, 2016 from 3:00 p.m. to 4:00 p.m., and authorize the City Manager to apply appropriate conditions and restrictions on the street closure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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