City Council Agenda

MAY 8, 2012
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

choose civility
www.stancoe.org/civility

**and via teleconference:
6255 Canyon Crest Loop
Colorado Springs, CO 80923
Telephone No. (408)768-2316

Mayor
John S. Lazar

Council Members
William DeHart, Jr. **Amy Bublak**
Forrest White **Mary Jackson**
Vice Mayor

City Manager
Roy W. Wasden
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: Asthma Awareness Month, May 2012
B. *Proclamation*: Older Americans Month, May 2012

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and the Council does not endorse the religious beliefs or views of this, or any other, invocation speaker.

C. *Proclamation*: Ms. Dell Perales, Senior Award, Stanislaus County, Commission on Aging

D. *Presentation*: "Certificate of Merit 2011" to Dairy Farmers of America, awarded by the California Water Environment Association, Pretreatment Pollution Prevention & Storm Water Committee *(Frisch)*

3. A. SPECIAL BRIEFINGS

B. STAFF UPDATES

1. Capital Projects *(Pitcock)*
2. Improvement to the City's Pretreatment Program *(Frisch)*

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, before or during the City Council's consideration of the item, that is within the subject matter jurisdiction of the City Council. You will be allowed three (3) 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

5. CONSENT CALENDAR:

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

A. *Resolution*: Accepting Demands of 4/12/12 in the amount of $1,422,905; Demands of 4/19/12 in the amount of $1,743,782.54

B. *Motion*: Accepting Minutes of Special Meeting of April 24, 2012; Minutes of Regular Meeting of April 24, 2012

C. *Motion*: Reaffirming the emergency declaration of the City Manager that there is a need to pursue the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility without compliance to the formal bid process

D. *Motion*: Approving Amendment No. 1 to the agreement with Koehn Engineering & Design, Inc., of Turlock, California, for City Project No. 0804B, "Turlock Public Safety Facility," for special services, in an amount not to exceed $1,950

E. *Resolution*: Authorizing the filling of one (1) anticipated vacant Staff Services Assistant position within the Development Services Department (Building Division) through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

F. *Resolution*: Authorizing the submittal of an application for the allocation of funds and execution of a grant agreement with the California Department of Transportation, Division of Mass Transportation, in the amount of $1,950,000, from the "Public Transportation Modernization, Improvement, and Service Enhancement Account" (PTMISEA) - Regional Apportionment

G. 1. *Resolution:* Approving an Amendment to the North Valley Regional Recycled Water Project Collaborative Partnership Memorandum of Understanding to accept the City of Ceres termination in the Partnership
2. *Resolution*: Approving a Cost-Sharing Agreement with the City of Modesto and Del Puerto Water District for expenses associated with Phase II of the North Valley Regional Recycled Water Project

H. *Resolution*: Authorizing the submittal of an application with the Arrowhead Club competitive grant contest for a radio controlled soccer scoreboard to be used at the Turlock Regional Sports Complex

I. *Resolution*: Accepting an allocation of funds, execution of a grant agreement, and appropriation of funds for the Federal FY 2011-12 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of $34,082

J. *Motion*: Approving a professional services retainer agreement for preparation and filing of 2012-13 claims for State Mandated Cost Reimbursement with Nimbus Consulting Group, LLC in an amount not to exceed $9,200

K. *Motion*: Rejecting Claim for Damages filed by Karmjit Singh

L. *Motion*: Rejecting Claim for Damages filed by Dana Rine

6. FINAL READINGS:

A. ***Recommended Action*:**
Ordinance: Repealing Turlock Municipal Code Title 4, Chapter 7, Article 9, Section 03 entitled, "Solicitation of Motorists Prohibited" as introduced at the April 24, 2012 meeting

7. PUBLIC HEARINGS:

A. Request to determine whether a change in the 200 bed cap on emergency shelter beds in the SB 2 Emergency Shelter Overlay District is required and, if necessary, increasing the cap. *(Whitmore)*

Recommended Action
Motion: Determining whether a change in the 200 bed cap on emergency shelter beds in the SB 2 Emergency Shelter Overlay District is required and, if necessary, increasing the cap

B. Request to approve the Fiscal Year 2012-2012 Annual Action Plan for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the Annual Action Plan to HUD, and authorizing the City Manager or designee to execute all related and necessary documents; Approving the annual funding agreements between the City of Turlock and each of the seven (7) HOME Consortium sub-recipients for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 for FY 2012 in the amount of $568,043.79 as outlined in the Consortia Annual funding agreements as Exhibit A; Approving the agreements between the City of Turlock and each of the six (6) funded non-profit Public Service Agencies in the amount of $70,000 as described in Exhibit B. *(Pitt)*

Recommended Action:
Resolution: Approving the Fiscal Year 2012-2013 Annual Action Plan for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the Annual Action Plan to HUD, and authorizing the City Manager or designee to execute all related and necessary documents

Motion: Approving the annual funding agreements between the City of Turlock and each of the seven (7) HOME Consortium sub-recipients for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 for FY 2012 in the amount of $568,043.79 as outlined in the Consortia Annual funding agreements as Exhibit A

Motion: Approving the agreements between the City of Turlock and each of the six (6) funded non-profit Public Service Agencies in the amount of $60,000 as described in Exhibit B

8. SCHEDULED MATTERS:

A. Request to amend the City of Turlock Fiscal Year 2011/12 General and Non-General Fund Budgets. *(Wasden)*

***Recommended Action*:**
Resolution: Amending the City of Turlock Fiscal Year 2011/12 General and Non-General Fund Budgets

B. Request to amend the agreement between the City of Turlock and the Carnegie Arts Foundation to return $90,000 and all accrued interest on the $100,000 Performance Security to the Carnegie Foundation and to retain $10,000 of the $100,000 as a security deposit for the Carnegie Center and pay the accrued annual interest to the Foundation by July 31 of each calendar year. *(Wasden)*

***Recommended Action*:**
Motion: Amending the agreement between the City of Turlock and the Carnegie Arts Foundation to return $90,000 and all accrued interest on the $100,000 Performance Security to the Carnegie Foundation and to retain $10,000 of the $100,000 as a security deposit for the Carnegie Center and pay the accrued annual interest to the Foundation by July 31 of each calendar year

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

11. CLOSED SESSION

Conference with Real Property Negotiators, Cal. Gov't Code §54956.8

Property: 434 South Laurel Street, Turlock, APN 050-027-031
Agency Negotiator: Roy W. Wasden
Negotiating Parties: Habitat for Humanity, Stanislaus County, a non-profit community housing development organization
Under Negotiation: Price and Terms of Payment

Property: 615 Julian Street, Turlock, APN 0061-008-016
Agency Negotiator: Roy W. Wasden
Negotiating Parties: We Care, a non-profit organization
Under Negotiation: Price and Terms of Payment

12. ADJOURNMENT

2A

IN HONOR OF
ASTHMA AWARENESS MONTH
MAY 2012

WHEREAS, Asthma has reached epidemic proportions in the United States, with over 25 million people Americans suffering from chronic asthma; and

WHEREAS, Asthma is the leading cause of childhood hospitalizations, long-term illness and school absenteeism, accounting for nearly 11 million missed school days and nearly 15 million missed days of work each year; and

WHEREAS, each year nearly 1.8 million Americans are rushed to the emergency room, nearly a half million are hospitalized and nearly 3,500 die from Asthma; and

WHEREAS, the 2009 California Health Interview Survey estimates that approximately 100,000 people in Stanislaus County have been diagnosed with asthma, of which 23,000 are children (about 3 out of 20); nearly 60,000 residents, including nearly 20,000 children are currently coping with asthma; and

WHEREAS, the Health Services Agency has established an Asthma Coalition with over 90 representatives from the community, providers, health plans, American Cancer Society, American Lung Association, County and City schools, and the Central California Asthma Project to implement the School-Based Asthma Program developed in the Coalition's 2004 Strategic Plan for Asthma in Stanislaus County; and

WHEREAS, Stanislaus County ranks in the worst 25 counties in the US for some air quality measures; and

WHEREAS, the mission of the Stanislaus County Asthma Coalition is "to create an Asthma-friendly community by promoting awareness, education, management and prevention"; and

WHEREAS, the Health Services Agency, the Asthma Coalition, and the U.S. Environmental Protection Agency are encouraging Americans to identify and reduce their exposure to environmental triggers in homes and schools, and incorporate environmental controls into their Asthma management plans; and

WHEREAS, Stanislaus County recognizes the need to raise Asthma awareness.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim May as **"Asthma Awareness Month"** in the City of Turlock and commend this observance to all our residents.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of May, 2012.

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JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

2B

IN HONOR OF

OLDER AMERICANS MONTH

MAY 2012

WHEREAS, we need to realize now, more than ever, what a resource our older Americans are, and that the abilities of older Americans to invest our country with their knowledge, creativity, and experience cannot be denied; and

WHEREAS, Stanislaus County's Commission on Aging offers valuable service to the community in providing our senior citizens the benefits of good fellowship, encouragement and support; the opportunity to help themselves and each other; and offering service of access to community services as needed.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim the month of May 2012 as "**Older Americans Month**" and do hereby urge every citizen to join in this observance to honor and recognize the significant achievements made by our senior citizens.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of May, 2012.

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JOHN LAZAR, MAYOR, City of Turlock,
County of Stanislaus, State of California

2C

IN HONOR OF

DELL PERALES

2012 Senior Award

WHEREAS, Stanislaus County, Department of Aging & Veterans Services declares the month of May as Older Americans Month; and

WHEREAS, as part of this celebration, Stanislaus County honors five outstanding senior citizens who have been nominated by the community at large for their volunteer work in the areas of Community Service, Humanitarianism, Leadership, Political Advocacy, or good Neighborliness; and

WHEREAS, Ms. Dell Perales was nominated by the City of Turlock for her outstanding service to her community; and

WHEREAS, Ms. Perales has dutifully served as a member of various service clubs, including the "Women of the Moose" since 1996, Turlock Garden Club for five years, Turlock Senior Citizens Group for five years, and National Association of Professional Women; and

WHEREAS, Ms. Perales has been an active member of the Turlock Salvation Army Women's Auxiliary for four years, and has spent countless hours helping with fundraisers for various projects, including the Food Bank, Christmas Baskets, and the Halloween "Safe Program" for children; and

WHEREAS, in addition to her honorable fundraising activities through the Salvation Army, Ms. Perales has been a Salvation Army Bell Ringer and has selflessly served at the Salvation Army Hall on Christmas Day decorating, cooking, and serving others; and

WHEREAS, Ms. Perales served faithfully as the Adult Choir Director for First Baptist Church in Turlock, as well as Sunday School teacher; and

WHEREAS, her dedication and zeal in the work of these civic organizations has won for Ms. Perales the respect and affection of all who know her.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby extend our deepest congratulation to **MS. DELL PERALES** on being named a recipient of a **"STANISLAUS COUNTY DEPARTMENT OF AGING AND VERTERANS SERVICES 2012 SENIOR AWARD."**

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of May, 2012.

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JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 4/12/12 IN THE AMOUNT OF $1,422,905; DEMANDS OF 4/19/12 IN THE AMOUNT OF $1,643,782.54	**RESOLUTION NO. 2012-**

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:
4/12/12	$1,422,905
4/19/12	$1,643,782.54

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

LIVE - City of Turlock - LIVE

Payment Register

From Payment Date: 4/6/2012 - To Payment Date: 4/12/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
88090	04/09/2012	Open			Utility Management Refund	ANDRADE, MAXIMINO	$48.70		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$48.70			
88091	04/09/2012	Open			Utility Management Refund	BELL, BRYAN L	$107.50		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$107.50			
88092	04/09/2012	Open			Utility Management Refund	RIGDON, ROBERT	$85.55		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$85.55			
88093	04/09/2012	Open			Utility Management Refund	ROBINSON, CHRISTINE	$26.97		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$26.97			
88094	04/10/2012	Open			Accounts Payable	STANISLAUS CTY RECORDER	$57.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$57.00			
88095	04/12/2012	Open			Accounts Payable	4LEAF INC	$755.59		
	Paying Fund			Cash Amount		Amount			
	405 - Building			405.11000 (Cash)		$755.59			
88096	04/12/2012	Open			Accounts Payable	A & A PORTABLES INC	$616.50		
	Paying Fund			Cash Amount		Amount			
	301 - Capital Improvement			301.11000 (Cash)		$616.50			
88097	04/12/2012	Open			Accounts Payable	A & G SALES PROMOTION LTD	$470.43		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$470.43			
88098	04/12/2012	Open			Accounts Payable	ALL BATTERY CENTER	$2,334.76		
	Paying Fund			Cash Amount		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		$2,334.76			
88099	04/12/2012	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	$446.53		
	Paying Fund			Cash Amount		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$446.53			

Payment Register

From Payment Date: 4/6/2012 - To Payment Date: 4/12/2012

88100	04/12/2012	Open	Accounts Payable	AT&T/SBC	$3.78
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$3.78
88101	04/12/2012	Open	Accounts Payable	B & B ELECTRONICS MANUFACTURING CO	$9,651.13
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$9,651.13
88102	04/12/2012	Open	Accounts Payable	BALSWICK'S TIRE SHOP INC	$3,307.93
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$2,115.94
	205 - Sports Facilities		205.11000 (Cash)		$79.37
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$630.67
	420 - WATER		420.11000 (Cash)		$385.56
	425 - Transit - Dial A Ride		425.11000 (Cash)		$96.39
88103	04/12/2012	Open	Accounts Payable	BUREAU VERITAS NO AMERICA	$2,099.14
	Paying Fund		Cash Amount		Amount
	405 - Building		405.11000 (Cash)		$2,099.14
88104	04/12/2012	Open	Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	$537.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$537.00
88105	04/12/2012	Open	Accounts Payable	CalPERS	$2,152.80
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$2,152.80
88106	04/12/2012	Open	Accounts Payable	CAROLLO ENGINEERS	$723.25
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$723.25
88107	04/12/2012	Open	Accounts Payable	CENTRAL SANITARY SUPPLY	$2,205.98
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,205.98
88108	04/12/2012	Open	Accounts Payable	CHARTER COMMUNICATIONS	$35.08
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$28.95
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3.07
	420 - WATER		420.11000 (Cash)		$3.06
88109	04/12/2012	Open	Accounts Payable	CINCINNATI LIFE INS INC	$816.92
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$816.92

Payment Register

From Payment Date: 4/6/2012 - To Payment Date: 4/12/2012

88110	04/12/2012	Open	Accounts Payable	CITY OF TURLOCK - CASH	$158.28
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$80.12
	266 - Police Services Grants		266.11000 (Cash)		$45.92
	270 - Recreation Grants		270.11000 (Cash)		$12.24
	405 - Building		405.11000 (Cash)		$20.00
88111	04/12/2012	Open	Accounts Payable	COIT RESTORATION SVCS INC	$547.80
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$547.80
88112	04/12/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	$60,022.40
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$60,022.40
88113	04/12/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	$73,006.06
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$73,006.06
88114	04/12/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	$94,342.66
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$94,342.66
88115	04/12/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN-	$4,642.55
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$4,642.55
88116	04/12/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN/	$2,183.98
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$2,183.98
88117	04/12/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN=	$132,033.97
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$132,033.97
88118	04/12/2012	Open	Accounts Payable	COMMUNITY VETERINARY CLIN	$570.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$180.00
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$390.00
88119	04/12/2012	Open	Accounts Payable	CULLIGAN INC	$197.87
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$197.87
88120	04/12/2012	Open	Accounts Payable	DELTA WIRELESS & NETWORK	$30,582.00
	Paying Fund		Cash Amount		Amount
	116 - Special Public Safety		116.11000 (Cash)		$30,582.00

Payment Register

From Payment Date: 4/6/2012 - To Payment Date: 4/12/2012

88121	04/12/2012	Open	Accounts Payable	EQUIFAX	$29.58
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$29.58
88122	04/12/2012	Open	Accounts Payable	GOMES & SONS INC, JOE M	$27,574.20
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$15,506.68
	205 - Sports Facilities		205.11000 (Cash)		$601.61
	217 - Streets - Gas Tax		217.11000 (Cash)		$1,305.28
	246 - Landscape Assessment		246.11000 (Cash)		$1,764.29
	255 - CDBG		255.11000 (Cash)		$86.45
	405 - Building		405.11000 (Cash)		$155.02
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3,612.66
	420 - WATER		420.11000 (Cash)		$3,324.20
	425 - Transit - Dial A Ride		425.11000 (Cash)		$496.66
	426 - Transit - BLAST		426.11000 (Cash)		$536.50
	502 - Engineering		502.11000 (Cash)		$184.85
88123	04/12/2012	Open	Accounts Payable	GREG OPINSKI CONSTRUCTION INC	$3,102.00
	Paying Fund		Cash Amount		Amount
	216 - Streets - Local Transportation		216.11000 (Cash)		$3,102.00
88124	04/12/2012	Open	Accounts Payable	HOLT OF CALIFORNIA INC	$1,427.90
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$75.97
	205 - Sports Facilities		205.11000 (Cash)		$1,351.93
88125	04/12/2012	Open	Accounts Payable	HUNTINGTON COURT REPORTER	$582.30
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$582.30
88126	04/12/2012	Open	Accounts Payable	IMAGE SALES, INC.	$298.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$298.00
88127	04/12/2012	Open	Accounts Payable	IMAGE UNIFORMS(STANS) INC	$375.20
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$375.20
88128	04/12/2012	Open	Accounts Payable	JESTER AUTO WORKS	$812.13
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$812.13
88129	04/12/2012	Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$531.50

Payment Register

From Payment Date: 4/6/2012 - To Payment Date: 4/12/2012

	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$531.50
88130	04/12/2012 Open		Accounts Payable	KLEINFELDER	$1,316.50
	Paying Fund	Cash Amount			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$1,316.50
88131	04/12/2012 Open		Accounts Payable	L C ACTION	$175.43
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$175.43
88132	04/12/2012 Open		Accounts Payable	LANGUAGE LINE SERVICES	$24.85
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$24.85
88133	04/12/2012 Open		Accounts Payable	LEHIGH HANSON INC	$840.66
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$840.66
88134	04/12/2012 Open		Accounts Payable	MISSION LINEN SUPPLY INC	$2,512.19
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$832.30
	205 - Sports Facilities	205.11000 (Cash)			$106.76
	217 - Streets - Gas Tax	217.11000 (Cash)			$70.08
	246 - Landscape Assessment	246.11000 (Cash)			$120.48
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,044.47
	420 - WATER	420.11000 (Cash)			$170.55
	505 - Fleet	505.11000 (Cash)			$167.55
88135	04/12/2012 Open		Accounts Payable	MODESTO JANITORIAL SUPPLY	$379.11
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$379.11
88136	04/12/2012 Open		Accounts Payable	NEW WORLD SYSTEM CORP	$7,400.00
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$7,400.00
88137	04/12/2012 Open		Accounts Payable	NICK'S ELECTRIC SUPERIOR	$515.24
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$0.00
	426 - Transit - BLAST	426.11000 (Cash)			$515.24
88138	04/12/2012 Open		Accounts Payable	NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER	$3,268.30
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$3,268.30

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88139	04/12/2012	Open	Accounts Payable	O'REILLY AUTO PARTS	$41.10
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$41.10
88140	04/12/2012	Open	Accounts Payable	OMNI-MEANS INC	$2,687.10
	Paying Fund		Cash Amount		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$2,687.10
88141	04/12/2012	Open	Accounts Payable	P E R S ACTNG DIV	$287,786.93
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$279,851.44
	110 - General Fund		110.11000 (Cash)		$7,614.18
	205 - Sports Facilities		205.11000 (Cash)		$3.76
	217 - Streets - Gas Tax		217.11000 (Cash)		$13.25
	246 - Landscape Assessment		246.11000 (Cash)		$15.04
	265 - Fire Department Grants		265.11000 (Cash)		$55.65
	266 - Police Services Grants		266.11000 (Cash)		$89.68
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$99.68
	420 - WATER		420.11000 (Cash)		$34.53
	505 - Fleet		505.11000 (Cash)		$9.72
88142	04/12/2012	Open	Accounts Payable	P G & E	$155.90
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$155.90
88143	04/12/2012	Open	Accounts Payable	PACIFIC STORAGE COMPANY	$320.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$289.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$31.00
88144	04/12/2012	Open	Accounts Payable	PRECISION CUSTOM WIRING	$85.50
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$85.50
88145	04/12/2012	Open	Accounts Payable	PROTECH SECURITY/ELEC INC	$70.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$70.00
88146	04/12/2012	Open	Accounts Payable	RECOLOGY GROVER	$1,491.44
	Paying Fund		Cash Amount		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$1,491.44
88147	04/12/2012	Open	Accounts Payable	REED INC, GEORGE	$31,626.00
	Paying Fund		Cash Amount		Amount
	426 - Transit - BLAST		426.11000 (Cash)		$31,626.00

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88148	04/12/2012	Open	Accounts Payable	RESOURCE BLDG MATERIALS	$537.41
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$537.41
88149	04/12/2012	Open	Accounts Payable	REXEL INC	$7,017.73
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$7,017.73
88150	04/12/2012	Open	Accounts Payable	ROLAND PHD,JOCELYN E	$1,400.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,400.00
88151	04/12/2012	Open	Accounts Payable	SIERRA CHEMICAL CO	$8,158.29
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$8,158.29
88152	04/12/2012	Open	Accounts Payable	SPENCE SPRAYING	$5,025.57
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$703.15
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$4,322.42
88153	04/12/2012	Open	Accounts Payable	ST BOARD OF EQUALIZATION	$510.65
	Paying Fund		Cash Amount		Amount
	505 - Fleet		505.11000 (Cash)		$510.65
88154	04/12/2012	Open	Accounts Payable	STANISLAUS CO ENV RES	$1,478.00
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,478.00
88155	04/12/2012	Open	Accounts Payable	T I D	$132,297.48
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,930.08
	205 - Sports Facilities		205.11000 (Cash)		$2,663.42
	216 - Streets - Local Transportation		216.11000 (Cash)		$1,323.90
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$111,807.38
	420 - WATER		420.11000 (Cash)		$12,067.38
	426 - Transit - BLAST		426.11000 (Cash)		$294.05
	505 - Fleet		505.11000 (Cash)		$2,211.27
88156	04/12/2012	Open	Accounts Payable	TANKO STREET LIGHTING SVC	$1,664.32
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$1,664.32
88157	04/12/2012	Open	Accounts Payable	TASER INTERNATIONAL	$20,054.59
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$262.10

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	112 - Capital Purchases	112.11000 (Cash)		$19,792.49	
88158	04/12/2012 Open	Accounts Payable	TBA AUTO PARTS		$2,943.63
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,436.29	
	217 - Streets - Gas Tax	217.11000 (Cash)		$144.64	
	246 - Landscape Assessment	246.11000 (Cash)		$314.82	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$336.45	
	420 - WATER	420.11000 (Cash)		$250.83	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$299.09	
	426 - Transit - BLAST	426.11000 (Cash)		$161.51	
88159	04/12/2012 Open	Accounts Payable	TIRE DIST SYSTEM INC		$787.07
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$742.07	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$45.00	
88160	04/12/2012 Open	Accounts Payable	TNG HYDRAULICS		$96.57
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$42.56	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$54.01	
88161	04/12/2012 Open	Accounts Payable	TOWER ENTERPRISE		$1,039.28
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,039.28	
88162	04/12/2012 Open	Accounts Payable	TRANSIT CAPITAL SUPPORT		$15,137.00
	Paying Fund	Cash Amount		Amount	
	426 - Transit - BLAST	426.11000 (Cash)		$15,137.00	
88163	04/12/2012 Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$388,888.89
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$400,000.00	
	420 - WATER	420.11000 (Cash)		($11,111.11)	
88164	04/12/2012 Open	Accounts Payable	TURLOCK UMPIRE GROUP		$7,407.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$7,407.00	
88165	04/12/2012 Open	Accounts Payable	UNITED RESOURCE SYSTEMS INC		$1,023.76
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$709.73	
	240 - Small Equipment Replacement	240.11000 (Cash)		$12.43	
	405 - Building	405.11000 (Cash)		$249.63	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$29.77	

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	420 - WATER	420.11000 (Cash)			$22.20
88166	04/12/2012 Open		Accounts Payable	UNIVAR USA INC	$9,431.66
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$9,431.66
88167	04/12/2012 Open		Accounts Payable	VISION SERVICE PLAN CA	$3,602.29
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$3,602.29
88168	04/12/2012 Open		Accounts Payable	VISION SERVICE PLAN CA	$1,655.64
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$1,655.64
88169	04/12/2012 Open		Accounts Payable	WECO INDUSTRIES INC	$2,730.55
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,730.55
88170	04/12/2012 Open		Accounts Payable	WEST STEEL & PLASTIC	$121.76
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$121.76
88171	04/12/2012 Open		Accounts Payable	ZEE MEDICAL SERVICE CO	$56.53
	Paying Fund	Cash Amount			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$56.53
88172	04/12/2012 Open		Accounts Payable	ALAMEDA CO SHERIFFS OFFICE	$640.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$640.00
88173	04/12/2012 Open		Accounts Payable	AMIRFAR, NINO	$290.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$290.00
88174	04/12/2012 Open		Accounts Payable	BAWCUM, JESSE	$226.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$226.00
88175	04/12/2012 Open		Accounts Payable	BAY PARK HOTEL	$472.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$472.00
88176	04/12/2012 Open		Accounts Payable	BEEBE, AMY	$162.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$162.00
88177	04/12/2012 Open		Accounts Payable	BETTENCOURT, ANGELO	$18.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00

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88178	04/12/2012	Open	Accounts Payable	CORDERO, CARLOS	$613.53
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$0.53
	110 - General Fund		110.11000 (Cash)		$613.00
88179	04/12/2012	Open	Accounts Payable	CORONA, SALVADOR, C	$100.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$100.00
88180	04/12/2012	Open	Accounts Payable	COSTCO MEMBERSHIP	$165.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$165.00
88181	04/12/2012	Open	Accounts Payable	COURTYARD PLEASANTON	$872.16
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$872.16
88182	04/12/2012	Open	Accounts Payable	CPCA	$198.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$198.00
88183	04/12/2012	Open	Accounts Payable	DOUBLETREE BY HILTON SAN DIEGO	$247.80
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$247.80
88184	04/12/2012	Open	Accounts Payable	DOUBLETREE BY HILTON SAN DIEGO	$283.95
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$283.95
88185	04/12/2012	Open	Accounts Payable	FRESNO CITY COLLEGE	$188.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$188.00
88186	04/12/2012	Open	Accounts Payable	GILL, JODY	$513.43
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$513.43
88187	04/12/2012	Open	Accounts Payable	HALL, DAVID	$162.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$162.00
88188	04/12/2012	Open	Accounts Payable	HALL, MICHELLE	$36.00
	Paying Fund		Cash Amount		Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$36.00
88189	04/12/2012	Open	Accounts Payable	HYATT HOUSE SAN DIEGO	$506.25
	Paying Fund		Cash Amount		Amount

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	110 - General Fund	110.11000 (Cash)			$506.25	
88190	04/12/2012 Open		Accounts Payable	JACKSON, ROBERT		$108.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$108.00	
88191	04/12/2012 Open		Accounts Payable	KHAMO, NIM		$162.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$162.00	
88192	04/12/2012 Open		Accounts Payable	KHAMOO, ROMINA		$60.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$60.00	
88193	04/12/2012 Open		Accounts Payable	MELLO, CINDY		$18.00
	Paying Fund	Cash Amount			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
88194	04/12/2012 Open		Accounts Payable	MHK CONSTRUCTION		$440.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$440.00	
88195	04/12/2012 Open		Accounts Payable	MORGAN, MIKE		$96.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$93.50	
	301 - Capital Improvement	301.11000 (Cash)			$2.50	
88196	04/12/2012 Open		Accounts Payable	PICCIANO, ERIC		$600.00
	Paying Fund	Cash Amount			Amount	
	502 - Engineering	502.11000 (Cash)			$600.00	
88197	04/12/2012 Open		Accounts Payable	PUTNAM, RON		$18.00
	Paying Fund	Cash Amount			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
88198	04/12/2012 Open		Accounts Payable	R.A.D. SYSTEMS		$65.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$65.00	
88199	04/12/2012 Open		Accounts Payable	REDD, TIM		$280.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$280.00	
88200	04/12/2012 Open		Accounts Payable	REID, RON		$242.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$242.00	
88201	04/12/2012 Open		Accounts Payable	RUIZ, PATRICIA		$150.00
	Paying Fund	Cash Amount			Amount	

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	110 - General Fund	110.11000 (Cash)			$150.00	
88202	04/12/2012 Open		Accounts Payable	SPRINGHILL SUITES FRESNO		$569.52
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$569.52	
88203	04/12/2012 Open		Accounts Payable	SPRINGHILL SUITES FRESNO		$569.52
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$569.52	
88204	04/12/2012 Open		Accounts Payable	SRPSTC		$180.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$180.00	
88205	04/12/2012 Open		Accounts Payable	STAPLER, MIKE		$226.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$226.00	
88206	04/12/2012 Open		Accounts Payable	URBAN, NATE		$162.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$162.00	
Type Check Totals:			117 Transactions			$1,422,905.00
AP - Accounts Payable Totals						

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	$1,422,905.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	117	$1,422,905.00	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	$1,422,905.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	117	$1,422,905.00	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**117**	**$1,422,905.00**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**

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	Stopped	0	$0.00	$0.00
	Total	117	$1,422,905.00	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	$1,422,905.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	117	$1,422,905.00	$0.00

LIVE - City of Turlock - LIVE

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
88207	04/17/2012	Open			Utility Management Refund	BRIGHT, JACK	$96.81		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$96.81			
88208	04/17/2012	Open			Utility Management Refund	CERVANTES, RIVIE, M	$20.53		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$20.53			
88209	04/17/2012	Open			Utility Management Refund	GILCHRIST, YVONNE, FAY	$243.70		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$157.00			
	420 - WATER			420.11000 (Cash)		$86.70			
88210	04/17/2012	Open			Utility Management Refund	TULLY, HARRY	$100.99		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$100.99			
88211	04/19/2012	Open			Accounts Payable	A & A PORTABLES INC	$176.00		
	Paying Fund			Cash Amount		Amount			
	301 - Capital Improvement			301.11000 (Cash)		$176.00			
88212	04/19/2012	Open			Accounts Payable	A & G SALES PROMOTION LTD	$388.92		
	Paying Fund			Cash Amount		Amount			
	270 - Recreation Grants			270.11000 (Cash)		$388.92			
88213	04/19/2012	Open			Accounts Payable	ACCOUNTEMPS INC	$279.84		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$139.92			
	420 - WATER			420.11000 (Cash)		$139.92			
88214	04/19/2012	Open			Accounts Payable	AIRGAS NCN	$706.94		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$706.94			
88215	04/19/2012	Open			Accounts Payable	AMERICAN MESSAGING	$263.99		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$263.99			
88216	04/19/2012	Open			Accounts Payable	AMERICAN MESSAGING	$681.49		
	Paying Fund			Cash Amount		Amount			

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	110 - General Fund		110.11000 (Cash)		$681.49	
88217	04/19/2012	Open	Accounts Payable	AMERICAN WATER WORKS ASSOCIATION		$98.00
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$98.00	
88218	04/19/2012	Open	Accounts Payable	ANDREWS ELECTRIC MOTORS		$323.22
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$323.22	
88219	04/19/2012	Open	Accounts Payable	AT&T / CALNET 2		$722.85
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$278.97	
	405 - Building		405.11000 (Cash)		$57.21	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$157.61	
	420 - WATER		420.11000 (Cash)		$157.61	
	502 - Engineering		502.11000 (Cash)		$15.78	
	605 - RDA 20% Housing Set Aside		605.11000 (Cash)		$55.67	
88220	04/19/2012	Open	Accounts Payable	AT&T MOBILITY		$3,365.88
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$3,287.61	
	501 - Information Technology		501.11000 (Cash)		$78.27	
88221	04/19/2012	Open	Accounts Payable	AT&T/SBC		$93.15
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$93.15	
88222	04/19/2012	Open	Accounts Payable	BANK OF AGRICULTURE & COMMERCE		$1,340.00
	Paying Fund		Cash Amount		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$1,340.00	
88223	04/19/2012	Open	Accounts Payable	BOBO CONSTRUCTIONS INC		$43,650.72
	Paying Fund		Cash Amount		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$43,650.72	
88224	04/19/2012	Open	Accounts Payable	CAROLLO ENGINEERS		$27,696.58
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$11,258.12	
	420 - WATER		420.11000 (Cash)		$16,438.46	
88225	04/19/2012	Open	Accounts Payable	CARROLL INC, ROSS F.		$49,942.61
	Paying Fund		Cash Amount		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$49,942.61	
88226	04/19/2012	Open	Accounts Payable	CEN CAL FIRE SYSTEMS INC		$42,197.17

Payment Register

From Payment Date: 4/13/2012 - To Payment Date: 4/19/2012

	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$42,197.17
88227	04/19/2012 Open		Accounts Payable	CENTRAL VALLEY COMMUNITY BANK	$5,440.45
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$5,440.45
88228	04/19/2012 Open		Accounts Payable	CHARTER COMMUNICATIONS	$77.58
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$54.99
	501 - Information Technology	501.11000 (Cash)			$22.59
88229	04/19/2012 Open		Accounts Payable	CITY OF TURLOCK - CASH	$226.57
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$207.29
	420 - WATER	420.11000 (Cash)			$13.98
	502 - Engineering	502.11000 (Cash)			$5.30
88230	04/19/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$127,619.29
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$127,619.29
88231	04/19/2012 Open		Accounts Payable	CWEA	$132.00
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$132.00
88232	04/19/2012 Open		Accounts Payable	DIEDE CONSTRUCTION INC	$12,060.00
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$12,060.00
88233	04/19/2012 Open		Accounts Payable	DYETT & BHATIA URBAN	$13,270.50
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$13,270.50
88234	04/19/2012 Open		Accounts Payable	ELITE LANDSCAPING INC	$92,214.68
	Paying Fund	Cash Amount			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$92,214.68
88235	04/19/2012 Open		Accounts Payable	FARIA, JAMIE	$426.00
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$427.50
	110 - General Fund	110.11000 (Cash)			($1.50)
88236	04/19/2012 Open		Accounts Payable	FIRST TRANSIT INC	$45,612.00
	Paying Fund	Cash Amount			Amount
	425 - Transit - Dial A Ride	425.11000 (Cash)			$9,107.09

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From Payment Date: 4/13/2012 - To Payment Date: 4/19/2012

	426 - Transit - BLAST	426.11000 (Cash)		$36,504.91	
88237	04/19/2012 Open		Accounts Payable	FRANCHISE TAX BOARD	$70.80
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$72.30	
	110 - General Fund	110.11000 (Cash)		($1.50)	
88238	04/19/2012 Open		Accounts Payable	GOLDEN STATE STEEL INC	$48,964.05
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$48,964.05	
88239	04/19/2012 Open		Accounts Payable	GOMES PROPANE	$278.91
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$278.91	
88240	04/19/2012 Open		Accounts Payable	HUB INT'L OF CA INS SVC	$326.44
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$326.44	
88241	04/19/2012 Open		Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$40.94
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		($17.31)	
	246 - Landscape Assessment	246.11000 (Cash)		$58.25	
88242	04/19/2012 Open		Accounts Payable	KLEINFELDER	$891.50
	Paying Fund	Cash Amount		Amount	
	426 - Transit - BLAST	426.11000 (Cash)		$891.50	
88243	04/19/2012 Open		Accounts Payable	LEHIGH HANSON INC	$112.14
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$112.14	
88244	04/19/2012 Open		Accounts Payable	LOGICAL DESIGN INC	$508.88
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$508.88	
88245	04/19/2012 Open		Accounts Payable	LOURENCO, DANIEL	$203.74
	Paying Fund	Cash Amount		Amount	
	501 - Information Technology	501.11000 (Cash)		$203.74	
88246	04/19/2012 Open		Accounts Payable	MC CRARY AND ASSOCIATES, MICHAEL, R	$648.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$648.00	
88247	04/19/2012 Open		Accounts Payable	MODERN BUILDING INC	$172,987.52
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$172,987.52	

Payment Register

From Payment Date: 4/13/2012 - To Payment Date: 4/19/2012

88248	04/19/2012	Open	Accounts Payable	P G & E	$5,649.08
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$550.53	
	217 - Streets - Gas Tax		217.11000 (Cash)	$8.38	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$334.48	
	426 - Transit - BLAST		426.11000 (Cash)	$13.68	
	505 - Fleet		505.11000 (Cash)	$4,742.01	
88249	04/19/2012	Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL	$78,799.54
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$78,799.54	
88250	04/19/2012	Open	Accounts Payable	QUICK CRETE PRODUCTS INC	$750.55
	Paying Fund		Cash Amount	Amount	
	246 - Landscape Assessment		246.11000 (Cash)	$750.55	
88251	04/19/2012	Open	Accounts Payable	R.J. THOMAS MANUFACTURING CO., INC.	$1,008.53
	Paying Fund		Cash Amount	Amount	
	228 - Park Development Tax		228.11000 (Cash)	$1,008.53	
88252	04/19/2012	Open	Accounts Payable	SHAPE INC	$16,278.05
	Paying Fund		Cash Amount	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$16,278.05	
88253	04/19/2012	Open	Accounts Payable	SOBALVARRO-BUTLER,NATALIE	$50.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$16.66	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$16.67	
	420 - WATER		420.11000 (Cash)	$16.67	
88254	04/19/2012	Open	Accounts Payable	SOUTHWEST SCHOOL &	$569.48
	Paying Fund		Cash Amount	Amount	
	270 - Recreation Grants		270.11000 (Cash)	$569.48	
88255	04/19/2012	Open	Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund		Cash Amount	Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)	$440.13	
	110 - General Fund		110.11000 (Cash)	($1.00)	
88256	04/19/2012	Open	Accounts Payable	T I D	$53,911.68
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$9,342.51	
	216 - Streets - Local Transportation		216.11000 (Cash)	$27,717.47	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$2,309.97	

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From Payment Date: 4/13/2012 - To Payment Date: 4/19/2012

	420 - WATER		420.11000 (Cash)		$14,541.73	
88257	04/19/2012	Open	Accounts Payable	TARLTON & SON INC		$52,110.45
	Paying Fund		Cash Amount		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$52,110.45	
88258	04/19/2012	Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$200,000.00	
88259	04/19/2012	Open	Accounts Payable	US BANK-VISA		$79,353.97
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$15,504.74	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$319.60	
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		$423.64	
	205 - Sports Facilities		205.11000 (Cash)		$4,087.71	
	217 - Streets - Gas Tax		217.11000 (Cash)		$3,500.22	
	225 - Transportation Tax		225.11000 (Cash)		$562.11	
	226 - Traffic Tax		226.11000 (Cash)		$64.41	
	240 - Small Equipment Replacement		240.11000 (Cash)		$471.92	
	242 - Computer Replacement		242.11000 (Cash)		$8,206.91	
	246 - Landscape Assessment		246.11000 (Cash)		$2,876.75	
	266 - Police Services Grants		266.11000 (Cash)		$1,588.69	
	270 - Recreation Grants		270.11000 (Cash)		$1,757.16	
	405 - Building		405.11000 (Cash)		$326.36	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$20,569.24	
	413 - WQC-Capital Expansion Reserve		413.11000 (Cash)		$450.00	
	420 - WATER		420.11000 (Cash)		$13,599.07	
	426 - Transit - BLAST		426.11000 (Cash)		$350.00	
	501 - Information Technology		501.11000 (Cash)		$4,190.86	
	502 - Engineering		502.11000 (Cash)		$375.21	
	601 - Redevelopment (80%)		601.11000 (Cash)		$20.26	
	602 - Downtown Improvement Project		602.11000 (Cash)		$34.71	
	605 - RDA 20% Housing Set Aside		605.11000 (Cash)		$74.40	
88260	04/19/2012	Open	Accounts Payable	YORK INSURANCE SV GRP INC		$8,033.17
	Paying Fund		Cash Amount		Amount	
	510 - Workers' Compensation Ins		510.11000 (Cash)		$8,033.17	
88261	04/19/2012	Open	Accounts Payable	YRC INC		$226.14
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$226.14	

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From Payment Date: 4/13/2012 - To Payment Date: 4/19/2012

88262	04/19/2012	Open	Accounts Payable	Association of Public Treasurers US & Canada	$75.67
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$75.67
88263	04/19/2012	Open	Accounts Payable	BAWCUM, JESSE	$70.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$70.00
88264	04/19/2012	Open	Accounts Payable	DUSEL, JOE	$140.00
	Paying Fund		Cash Amount		Amount
	266 - Police Services Grants		266.11000 (Cash)		$140.00
88265	04/19/2012	Open	Accounts Payable	GILLEY, LARRY	$290.00
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$290.00
88266	04/19/2012	Open	Accounts Payable	HIS TREE SERVICE INC.	$1,045.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,045.00
88267	04/19/2012	Open	Accounts Payable	JIMENEZ, ADRIAN	$1,000.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,000.00
88268	04/19/2012	Open	Accounts Payable	MARTINEZ, JOSIANE	$280.98
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$280.98
88269	04/19/2012	Open	Accounts Payable	MARTINEZ ROOFING	$700.34
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$700.34
88270	04/19/2012	Open	Accounts Payable	NAVARRO, FRANK	$44.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$44.00
88271	04/19/2012	Open	Accounts Payable	NORTON, PHAEDRA	$400.12
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$400.12
88272	04/19/2012	Open	Accounts Payable	NUCP TURLOCK LLC	$446,489.86
	Paying Fund		Cash Amount		Amount
	411 - Storm Drainage Construction		411.11000 (Cash)		$446,489.86
88273	04/19/2012	Open	Accounts Payable	RENAISSANCE HOLLYWOOD HOTEL	$734.16
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$734.16

Payment Register

From Payment Date: 4/13/2012 - To Payment Date: 4/19/2012

88274	04/19/2012	Open		Accounts Payable	RODRIGUES, STEVE	$44.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$44.00	
88275	04/19/2012	Open		Accounts Payable	STATE OF CALIFORNIA, DOSH-ERT	$225.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$225.00	
88276	04/19/2012	Open		Accounts Payable	TOSTA, JASON	$416.88
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$416.88	
88277	04/19/2012	Open		Accounts Payable	VICTORY CON INC	$145.38
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$145.38	
Type Check Totals:				71 Transactions		$1,643,782.54

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	$1,643,782.54	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	71	$1,643,782.54	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	$1,643,782.54	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	71	$1,643,782.54	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**71**	**$1,643,782.54**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**71**	**$1,643,782.54**	**$0.00**

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

Payment Register

From Payment Date: 4/13/2012 - To Payment Date: 4/19/2012

Open	71	$1,643,782.54	$0.00
Reconciled	0	$0.00	$0.00
Voided	0	$0.00	$0.00
Stopped	0	$0.00	$0.00
Total	71	$1,643,782.54	$0.00

5B1

APRIL 24, 2012
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting

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1. **CALL TO ORDER** – Vice-Mayor Jackson called the meeting to order at 6:05 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar (arrived at 6:06 p.m.).
   ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **SCHEDULED MATTERS:**

   A. City Manager Roy Wasden presented information on the request to accept a portion of preliminary Fiscal Year 2012-13 Non-General Fund Budget, with the final budget to be adopted in whole on May 22, 2012.

   The following directors/managers presented budgetary information in the following areas:

Marie Lorenzi	Administration - Northeast Turlock CFD #2
Maryn Pitt	Administration - Airport
Dan Madden	Municipal Services
Mike Pitcock	Development Services
Maryn Pitt	Housing Program Services
Heidi McNally-Dial	Economic Development

   Mr. Madden noted that an adjustment will be made in the Municipal Services budget on pages 37/38 relative to labor benefits that will balance the $24,015 shortfall appearing under "Operations."

   Council and City staff discussion included planning for future funding of the surface water project, holding an informational workshop to discuss metered rates and the surface water project, transit operations, effects of RDA dissolution on funding and eligible uses of available funding, and a request for additional budgetary information outlining best case vs. worst case scenarios relating to Housing Program Services and Economic Development.

Adjourn to regular Turlock City Council Meeting

Reconvene special Turlock City Council Meeting

DRAFT

Action: Motion by Councilmember Jackson, seconded by Councilmember White, Accepting a portion of preliminary Fiscal Year 2012-13 Non-General Fund Budget, with the final budget to be adopted in whole on May 22, 2012. Motion carried unanimously.

5. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 8:32 p.m.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver
City Clerk

5B2

DRAFT

APRIL 24, 2012
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:06 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.
   ABSENT: None

   B. SALUTE TO THE FLAG

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

   A. Mayor Lazar presented a Proclamation to Pastor Sylvia Mueller of the Light of Christ Lutheran Church in recognition of their 100th Anniversary.

   B. Mayor Lazar presented a Proclamation to Parks, Recreation and Community Facilities Manager Allison Van Guilder in recognition of April 27, 2012 marking the 140th Anniversary of Arbor Day. Ms. Van Guilder announced the 140th anniversary will be celebrated with a tree planting ceremony on Friday, April 27, 2012, at 10:00 a.m., at Rose Circle Park, in partnership with the Pitman High School landscaping class.

   C. Municipal Services Director Dan Madden presented information about the Meadowlark Lemon and Harlem All Stars Charity Basketball Game and introduced Mr. Lemon who encouraged all to attend the game to be held on April 28, 2012, at 1:00 p.m., at Pitman High School.

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

   B. STAFF UPDATES: None

   C. PUBLIC PARTICIPATION: None

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

5. **CONSENT CALENDAR:**
   Staff requested Item 5G be removed from the Consent Calendar for future consideration.

   Action: Motion by Councilmember Jackson, seconded by Councilmember DeHart, and unanimously carried to adopt the amended consent calendar as follows:

   A. **Resolution No. 2012-064** Accepting Demands of 3/29/12 in the amount of $1,539,219.03; Demands of 4/5/12 in the amount of 473,039.25
   B. *Motion*: Accepting Minutes of Special Meeting of April 10, 2012; Minutes of Regular Meeting of April 10, 2012

DRAFT

C. *Motion*: Accepting notification of Contract Change Order No. 1 in the decreased amount of ($65,045) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 1 – General Construction and Specialties, bringing the contract total to $2,337,955

D. *Motion*: Accepting notification of Contract Change Order No. 2 in the increased amount of $518.15 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 4 - Landscaping, bringing the contract total to $227,328.15

E. *Motion*: Accepting notification of Contract Change Order No. 2 in the increased amount of $6,399 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 08 – Roofing and Waterproofing, bringing the contract total to $599,797

F. *Motion*: Accepting notification of Contract Change Order No. 1 in the decreased amount of ($6,100) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 16 – Fire Protection, bringing the contract total to $237,390

G. *Removed for future consideration.*

H. *Motion*: Approving Contract Change Order No. 4 in the amount of $11,804.57 (Fund 426) for City Project No. 0952, "Turlock Regional Transit Center," bringing the contract total to $1,669,773.95

I. *Motion*: Approving an agreement in an amount not to exceed $15,595 (Fund 420) with Kenneth D. Schmidt and Associates for groundwater quality consultation services for City Project 11-45, "Pilot Hole for Well No. 41"

J. *Motion*: Awarding bid and approving an agreement in the amount of $13,834.00 (Fund 112) with Barton Overhead Door, Inc., Modesto, California, for City Project No. 12-32, "Rollup Door Replacement at Fire Station No. 2 & No. 4"

K. *Motion*: Reaffirming the emergency declaration of the City Manager that there is a need to pursue the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility without compliance with the formal competitive bidding procedure

L. *Motion*: Approving Amendment No. 2 to City Contract No. 07- 448 with Carollo Engineers in the amount of $42,510, to provide a comparison of Packed Tower technology for removal of Trihalomethanes (THM) with continued chlorine disinfection versus Ultra Violet Light (UV) technology for disinfection without the use of chlorine, in the Regional Water Quality Control Facility (RWQCF) effluent

M. *Motion*: Approving the Maintenance Agreement with Mo-Cal Office Solutions of Modesto for the Fire Department's Ricoh MP 3010 copier, for a period of twelve (12) months, in an annual amount not to exceed $200, plus an overage rate of $0.015 per page

N. **Resolution No. 2012-065** Authorizing the Purchasing Officer to dispose of surplus property by any means determined to be in the best interest of the City

O. **Resolution No. 2012-066** Authorizing the filling of one (1) vacant Police Records Technician position within the Turlock Police Department through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

P. **Resolution No. 2012-067** Authorizing the Turlock Fire Department to establish a Working Agreement or Memorandum of Understanding with American Medical Response – West for the sole purpose of Continuing Education Records oversight under the direction of a Clinical Medical Director provided by American Medical Response – West

Q. *Motion*: Accepting the 2010-11 Audited Financial Statements for the City of Turlock

R. **Resolution No. 2012-068** Approving the 2012 Master Calendar and subsequent street closures for the Turlock Downtown Property Owners Association

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. City Attorney Phaedra Norton presented the staff report on the request to repeal Turlock Municipal Code Title 4, Chapter 7, Article 9, Section 03 entitled, "Solicitation of Motorists Prohibited."

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

Action:
Ordinance: Motion by Councilmember DeHart, seconded by Councilmember White, Repealing Turlock Municipal Code Title 4, Chapter 7, Article 9, Section 03 entitled, "Solicitation of Motorists Prohibited" and setting the final reading for May 8, 2012. Motion carried with Councilmember Jackson absent.

8. SCHEDULED MATTERS:

A. Parks, Recreation and Community Facilities Manager Allison Van Guilder presented the staff report on the request to accept the report regarding the status of the Turlock City Arts Commission and take potential action regarding the future of the commission, including maintaining the current role of the Commission, disbanding the Commission, and/or entering into a future Memorandum of Understanding with the Carnegie Arts Center.

Mayor Lazar asked for public comment.

Candy Klaschus, Turlock City Arts Chair, spoke regarding the history and role of the Arts Commission and the effects the loss of a full-time staff member and Commission members have had on the Commission's ability to function effectively.

Lynn Sarraille, teacher and former Arts Commission Chair, spoke in favor of the Arts Commission, and offered additional ideas regarding the makeup, role, and future of the Commission.

Mayor Lazar closed public comment.

Councilmember Bublak clarified that she supports the Arts Commission and wanted the matter brought forward in order to discuss reducing the number of members to make gaining a quorum more achievable.

Council and City staff discussion included how the quorum for the Arts Commission is established, reducing the number of members from twenty-five (25) regular members to seven (7) regular members, with two (2) alternate members, the possibility of partnering with the Carnegie Center and other organizations, and the need for people to get involved.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jackson, Accepting the report regarding the status of the Turlock City Arts Commission, reducing the number of Commission members from twenty-five (25) regular members to seven (7) regular members, with two (2) alternate members who would participate in the absence of a regular member, and maintaining the current role of the Turlock City Arts Commission. Motion carried unanimously.

B. Development Services Director Mike Pitcock presented the staff report on the request to provide direction to staff with regard to the feasibility of a transportation funding options local ballot measure.

Mayor Lazar asked for public comment. Sergio Alvarado spoke against new taxes unless the City provides General Fund dollars as well. Mayor Lazar closed public comment.

Council discussion included StanCOG funding, difficulties and timing of bringing a new tax measure forward in light of the current unemployment rate, prevailing distrust of government and 2012 being a presidential election year, ACA 23 (Perea), setting aside General Fund monies for roads, Mayor Lazar's desire to bring a measure forward for voter decision, resources and cost of conducting a survey, and the importance of public education and promotion in bringing a ballot measure forward.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jackson, Directing staff to identify resources and the true cost of conducting a survey, including California State University, Stanislaus as a resource, to be brought forward at a future meeting for Council consideration. Motion carried unanimously.

C. Housing Program Services Manager/Interim Assistant City Manager presented the staff report on the request to support ACA 23, an amendment to the California Constitution, lowering the voter threshold to fifty-five (55) percent for local transportation sales tax.

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

Action: **Resolution No. 2012-069** Supporting ACA 23, an amendment to the California Constitution, lowering the voter threshold to fifty-five (55) percent for local transportation sales tax was introduced by Councilmember White, seconded by Councilmember Jackson, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Jackson asked that the past practice of providing coffee for staff/dignitaries be reintroduced.

Councilmember DeHart announced he would be participating in the next meeting by teleconference from Colorado Springs.

10. COUNCIL COMMENTS:

Councilmember Bublak noted that the "Love Turlock" event will be held Saturday, April 28, 2012, with the kickoff to be held in the Target parking lot at Monte Vista Crossings at 9:00 a.m.

Councilmember Bublak noted that the Meadowlark Lemon and the Harlem All Stars Charity basketball game will be held Saturday, April 28, 2012, at 1:00 p.m., at Pitman High School.

Councilmember Bublak encouraged interested parties to submit their applications to serve on the Turlock City Arts Commission.

Councilmember Jackson announced the Spring Juried Art Show is on display at the Carnegie until June.

Councilmember Jackson thanked Westside Ministries and their staff who stepped in to support the High School Lip Sync Concert.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session item.

Conference with Labor Negotiators, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Phil Lancaster
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Redevelopment, Community Housing Services Manager, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality Control Division Manager

Action: Council provided direction to staff.

12. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 8:11 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

Council Synopsis

5C

May 8, 2012

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Reaffirming the emergency declaration of the City Manager that there is a need to pursue the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility without compliance to the formal bid process

2. DISCUSSION OF ISSUE:

On January 31, 2012, the City Manager declared an emergency for the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility. Resolution 2010-028 allows the City Manager to declare an emergency and order repair or replacement of public facilities and bypass the competitive bid process pursuant to section 22050(a)(1) and 22050(b)(1) of the public contract code when unexpected occurrences require immediate action to mitigate the loss of essential public services.

Council has reaffirmed the emergency declaration for this project in every regular meeting held beginning February 28, 2012. Staff brings forth another motion to continue with the emergency declaration.

City Project No. 12-24, "TRWQCF Emergency Hot Water Circulation Piping", is currently in the design phase. Staff will bring forth a motion to award a contract in a future council meeting.

3. BASIS FOR RECOMMENDATION:

A) Per Council Resolution 2010-028, the City Manager has been delegated authority to declare an emergency and order repair or replacement of public facilities. The Council is to review the City Manager's emergency action and vote at every regularly scheduled meeting thereafter that there is a need to continue with the action until the action is terminated.

B) The sewer treatment process depends on a constant supply of hot water to maintain temperatures conducive to the digestion process. The emergency action allows a construction contract to be awarded without formally

advertising for bids, thereby decreasing the risk that digesters become non-operational.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
iii. Wastewater
Timely replacement of the hot water circulation piping will restore the ability of the Turlock Regional Water Quality Control Facility to maintain consistent temperatures within the digesters should a boiler experience a problem and be taken offline.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds will be made available via a transfer from Sewer reserves at the time of the Award of Bid to account number 410-51-534.44030_047 "Emergency Hot Water Loop Replacement".

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

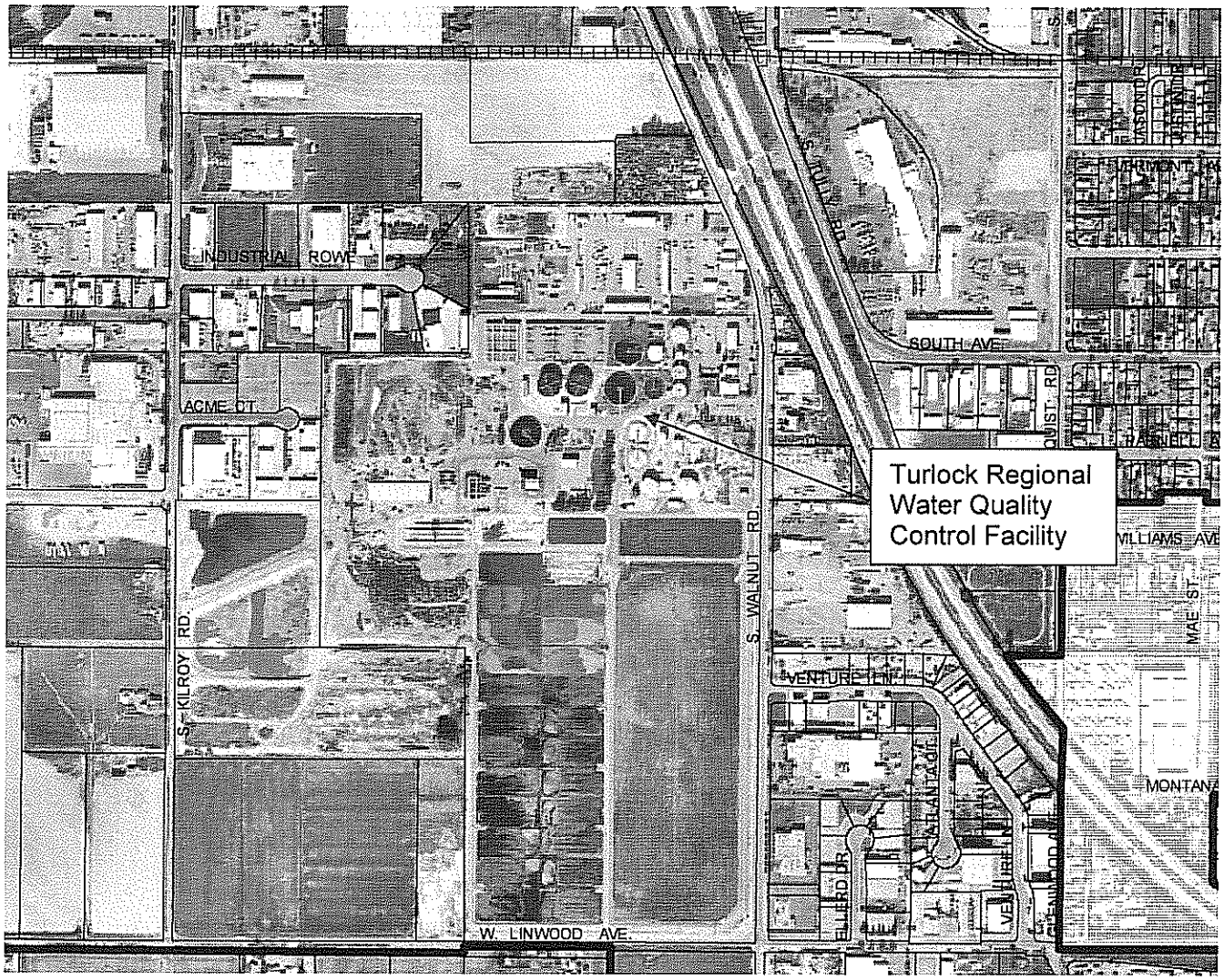
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not reaffirm the City Manager's determination of the emergency. This action is not recommended by Staff, as an emergency determination will decrease the amount of time needed to award a contract to replace the failed hot water circulation piping.

City Project No. 12-24
TRWQCF Emergency Hot Water Circulation Piping



Council Synopsis

5D

May 8, 2012

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

Prepared by: Anthony R. Orosco, P.E.

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the agreement with Koehn Engineering & Design, Inc., of Turlock, California, for City Project No. 0804B, "Turlock Public Safety Facility," for special services in an amount not to exceed $1,950

2. DISCUSSION OF ISSUE:

On April 26, 2011, the City entered into a twelve (12) month agreement with Koehn Engineering & Design, Inc., to perform land surveying services for City Project No. 0804B, "Turlock Public Safety Facility." However, not all of the Consultant's work will be completed by April 26, 2012. Therefore, City Staff now ask that the contract with Koehn Engineering & Design, Inc., be extended for an additional twelve (12) months, changing the contract completion date from April 26, 2012, to April 26, 2013. This amendment will not increase the compensation amount from the original $1,950.

3. BASIS FOR RECOMMENDATION:

A) Per City Municipal Code, City Council approval of the amendment to an agreement is required prior to execution.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $1,950 (Fund 305) same as the original contract.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

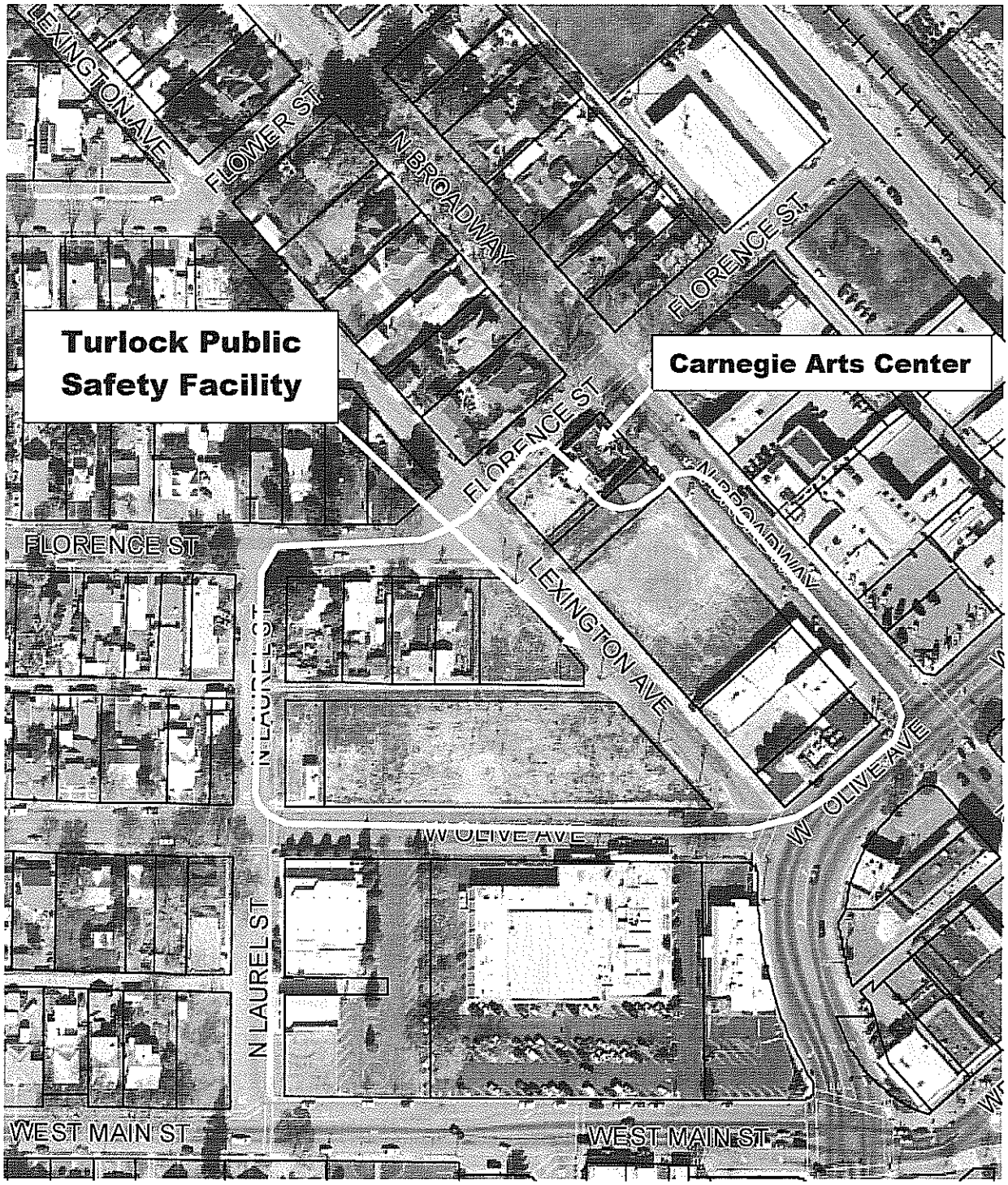
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject amendment No. 1 to the contract. Staff does not recommend this alternative because, per the California Map Act, the City Land Surveyor is restricted from signing a parcel map as both preparer and reviewer and the parcel map is necessary to ensuring compliance with the building code, the project plans, specifications and established standards.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
KOEHN ENGINEERING & DESIGN, INC.
for
CITY PROJECT # 11-30, PM 11-03, 244 N. BROADWAY
CONTRACT NO. 11-893

THIS AMENDMENT, dated May 8, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Koehn Engineering & Design, Inc.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated April 26, 2011, whereby CONTRACTOR will perform Land Surveying services (hereinafter the "Agreement").

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

1. Paragraph 5 of the Agreement is amended to read as follows:

   "**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty four months (24) beginning April 26, 2011 and ending April 26, 2013, subject to CITY's availability of funds.

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

OK for Agenda

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

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: _____

Print Name: _____

Title: _____

Date: _____

5E

Council Synopsis

May 8, 2012

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

Prepared by: Eric A. Picciano, P.E.
Principal Civil Engineer/Chief Building Official

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the filling of one anticipated vacant Staff Services Assistant position within the Development Services Department (Building Division) through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

Recently, a Building Department Staff Services Assistant, who is currently on Family Medical Leave, accepted another position within the City of Turlock. At the same time, this employee is not anticipated to return to work until the first week in July. Due to the substantial customer service based nature of this position, the Building Division has currently partially backfilled the position with a temporary part-time employee in anticipation of the Staff Services Assistant's short term leave.

Due to the Family Medical Leave, the position will not be officially vacated until the first week of July. However, due to the customer service nature of this position and necessary training requirements, it is within the City's best interest to fill this position at this time. This classification performs a variety of moderately complex clerical duties related to the activities of the Building Department in providing application assistance and processing of building permits for the public. The vacant position for Staff Services Assistant reports to the Chief Building Official and is assigned to the Turlock City Employees Association for labor relations purposes and is subject to overtime assignment.

Recruitment will be conducted in-house and will be open to existing full time, part time and volunteer staff. The in-house recruitment process will be conducted one time and open to all. However, the interview process will be segmented as follows:

1. Conduct interviews of full time staff. If no full time candidate meets the position requirements; then
2. Conduct interviews of part time staff. If no part time candidate meets the position requirements; then
3. Conduct interviews of volunteer staff. If no volunteer candidate meets the position requirements; then
4. Conduct a new recruitment through a formal process including outside candidates.

The complete job description is included as Exhibit A.

3. BASIS FOR RECOMMENDATION:

A) In order to expeditiously process building permits and supply quality customer service, it is essential to refill this indispensable position.

A. Strategic Plan Initiative Policy Initiative- Effective Leadership

Goal 1. C. Hire, develop and retain the best most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funding for this position is currently allocated in the FY11/12 budget and is recommended for the FY12/13 budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Reject the request to staff this vacant, funded position.

EXHIBIT A

Employment
Job Descriptions

STAFF SERVICES ASSISTANT

DEFINITION

Under general supervision, the Staff Services Assistant will provide a wide range of routine clerical, technical and administrative support to assigned Department. Responsibilities will include assisting in tracking departmental projects and activities, researching and compiling information, record keeping, and providing computer support to assigned department. This position is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

The Staff Services Assistant is distinguished from the Staff Services Technician in that the Technician performs more technical/analytical assignments with a greater level of independence than the Staff Services Assistant. The Staff Services Assistant provides administrative and technical support to supervisory and management staff, including computer support on various programs for department staff.

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

- Assist supervisory and management staff in tracking departmental projects and/or program activities.
- Learn to prepare written reports incorporating research and data presentation in charts and graphs.
- Assist others in the use of computer applications in office operations.
- Assist in responding to requests for information from other departments, agencies and the public.
- Investigate issues related to departmental operations and reports findings to supervisor or others in written or oral reports.
- Compile information and data for statistical and financial reports.
- May monitor budget accounts as directed by supervisor.
- Process records, data or material as required.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge Of:

- Principles of general inventory control procedures
- Principles of public administration; record keeping and filing practices; and government practices and requirements.
- Word processing and spreadsheet applications.
- City Codes and regulations relating to departmental activities.

Ability To:

- Operate a computer and other office machines.
- Utilize various computer software programs.
- Meet deadlines on time while maintaining smooth day to day operation of job duties.
- Learn and apply government practices, procedures and codes in the completion of assignments.
- Communicate clearly and concisely, both orally and in writing.
- Understand and carry out oral and written instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Experience:

Two years of experience performing duties that include clerical work, financial or statistical record keeping, records maintenance, computer applications, and contact working with the general public.

Education:

Equivalent to completion of the twelfth grade, supplemented by related college coursework

LICENSE OR CERTIFICATE

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

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to read instructions; read fine print and view computer screens; hear well enough to converse on the telephone and in person; use of hands and finger for use of computer keyboard, filing, writing and answering telephones; capable of clear speech; able to lift and carry objects weighing up to 40 pounds; climb stairs and ladders; stamina to work long hours and attend night meetings.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE FILLING OF ONE ANTICIPATED VACANT STAFF SERVICES ASSISTANT POSITION WITHIN THE DEVELOPMENT SERVICES DEPARTMENT (BUILDING DIVISION) THROUGH AN IN-HOUSE, RECRUITMENT OF FULL-TIME, PART-TIME AND, VOLUNTEER STAFF, AND OUTSIDE RECRUITMENT IF NEEDED	**RESOLUTION NO. 2012-**

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989, as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, there exists a vacancy within the Building Division of the Development Services Department for the position of Staff Services Assistant; and

WHEREAS, The Staff Services Assistant reports to the Chief Building Official and performs a variety of moderately complex clerical duties related to the activities of the Building Division; and

WHEREAS, funding for this position is currently allocated in the FY2011/12 fiscal year budget and recommended for FY2012/13 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the filling of one (1) vacant Staff Services Assistant position through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed. Recruitment will be conducted in-house and will be open to all existing full time, part time and volunteer staff. The in-house recruitment process will be conducted one time and open to all. However, the interview process will be segmented as follows:

1. Conduct interviews of full time staff. If no full time candidate meets the position requirements; then
2. Conduct interviews of part time staff. If no part time candidate meets the position requirements; then
3. Conduct interviews of volunteer staff. If no volunteer candidate meets the position requirements; then
4. Conduct a new recruitment through a formal process including outside candidates.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5F

Council Synopsis

May 8, 2012

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

Prepared by: Scott Medeiros, Transit Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of an application for the allocation of funds, and execution of a grant agreement with the California Department of Transportation, Division of Mass Transportation, in the amount of $1,950,000 from the "Public Transportation Modernization, Improvement, and Service Enhancement Account" (PTMISEA) - Regional Apportionment

2. DISCUSSION OF ISSUE:

The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Bond Act), approved by the voters as Proposition 1B on November 7, 2006, includes a program of funding in the amount of $4 billion to be deposited in the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). The PTMISEA is part of a comprehensive voter-approved transportation bond investment package designed to help advance important goals and policies, including protecting the environment and public health, conserving energy, reducing congestion, and providing alternative mobility and access choices for Californians. Of the $4 billion allocated in the PTMISEA, $3.6 billion is to be made available to project sponsors in California for allocation to eligible public (transit) transportation projects.

Funds will be appropriated to the State Controller's Office (SCO) for allocation to eligible agencies. Senate Bill 88 identified the California Department of Transportation as the administrative agency for the PTMISEA. As such, the Department is responsible for developing and approving guidelines to distribute the funding. The SCO identifies and develops the list of eligible project sponsors and the amount each is eligible to receive, based on calculations outlined in SB 88, Statutes of 2207. The SCO also notifies project sponsors of their eligibility, which involves funds for capital expenses only.

The Stanislaus Council of Governments (StanCOG) has been designated by the SCO as the project sponsor for Stanislaus County's $10.3 million countywide FY

10-11 distribution (for FY10-11, FY11-12, and FY12-13 funding). Following a meeting with all the County's transit providers, StanCOG, apportioned the funds to each jurisdiction based on the capital needs of each jurisdiction's transit operations. The City of Turlock's portion of the funding amounted to $1,950,000 for eligible transit capital projects. These transit projects must be consistent with the sponsor's (City's) most recently adopted short-range transit plan or publicly adopted plan that programs or prioritizes funds for transit capital improvements. Because StanCOG is the designated project sponsor for the County's transit operators, they will be submitting the application on behalf of the transit operators to the State. (Please note: although this funding may become awarded, the state does not guaranty the arrival of any funds until Proposition 1B bonds are sold. Therefore these projects may not proceed until actual funds have been received by the city. Also of note: these funds require no local matching funds.).

Staff recommends obtaining the following four items with this funding:

CNG Slow Fill Compressor Replacement

This project is an upgrade to the City's existing Slow Fill Fueling Station to increase its output capacity and functional reliability. Project will replace the undersized and high-maintenance compressor unit currently in use and also install four additional fueling dispensers to provide a total of eight overnight fueling points for the City's 10 CNG buses.
(Estimated Proposition 1B funds Regional Funds $350,000)

Transit Transfer Center Phase II Construction

The Transfer Center will assist with encouraging greater use of public transit services to improve mobility, reduce traffic congestion, help the Central Valley's air quality, and support the economy. The Transfer Center is being built at the intersection of Golden State Blvd. and Del's Lane and the current Phase I is being funded with ARRA and Proposition 1B funds. The proposed Phase II portion of the project will provide a transit operations office building, public restrooms for passenger use, and a canopy structure to shelter the central passenger loading platform area. The operations office building will be used by the City's contracted transit drivers, dispatchers, and managers while they perform the day to day operations of the service. The Phase II project will be funded by a combination of Prop. 1B and FTA 5307 transit funds. No local funds will be used for this project.
(Estimated Proposition 1B funds Regional Funds $500,000)

Electronic Farebox Systems Purchase

This project will purchase and install Electronic Fareboxes in the City's transit buses to help make transit much more convenient and efficient. Passengers

will be able to use any combination of coins and currency up to $20 to purchase a variety of fares and passes, or a 'fast-fare' voucher pass at $5 or $10. Change cards will be issued upon overpayment for later use on City transit and will eliminate fumbling for exact change. Another major benefit of the project will be a substantial increase in annual fare revenue due to the decrease in fare evasion attempts by passengers.
(Estimated Proposition 1B funds Regional Funds $200,000)

Paratransit (Dial A Ride) Bus Purchase

This project will fund the replacement of five (5) paratransit buses for use in the City's Dial A Ride services; replacing five buses purchased in 2003 that have exceeded their useful life of seven years. The new buses will be completely ADA accessible and will be powered by CNG engines if available as an option at the time of purchase.
(Estimated Proposition 1B funds Regional Funds $900,000).

3. BASIS FOR RECOMMENDATION:

A. City of Turlock policy requires City Council to approve all agreements.

B. Staff recognizes the benefit of increased funding for Transit equipment.

C. This funding will assist in limited funding for City of Turlock transit system.

Strategic Plan Initiative D. Municipal Infrastructure

Goal(s): b. Address Growth-Related Issues (Current and Future)

v) Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The fiscal impact of this proposal would be increases in Funds 425– Transit (Dial A Ride) and 426- Transit (Fixed Route) budgets by $1,950.000 for both the capital expenditure and the revenue to be received under Proposition 1B. The appropriate fiscal year impacted, and the actual revenue and expenditure account numbers will be determined once the State Controller's Office notifies City staff that the proposal has been accepted and the projects will be funded using Prop 1B monies.

Budget Amendment

Not Applicable.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not Applicable.

7. ALTERNATIVES:

A. Deny a Resolution initiating additional Transit Capital Proposition 1B funds, which will result in the funding being distributed to other jurisdictions. Or initiate a different Proposition 1B transit Capital application for other transit capital item. City staff does not recommend this alternative however, because the capital items are needed to enhance the efficiency of City transit services.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF MASS TRANSPORTATION, IN THE AMOUNT OF $1,950,000 FROM THE "PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT" (PTMISEA) - REGIONAL APPORTIONMENT	**RESOLUTION NO. 2012-**

WHEREAS, under Proposition 1B, Stanislaus County is eligible to receive $10.3 million countywide in FY10-11 grant funds to provide funding for capital needs for the County's transit operators in FY10-11, FY11-12, and FY12-13; and

WHEREAS, StanCOG has been designated by the State Controller's Office as Stanislaus County's project sponsor for these funds; and

WHEREAS, after meeting with the County's transit operators to determine each operators capital needs, StanCOG has apportioned $1,950,000 to the City of Turlock under Prop 1B; and

WHEREAS, Staff proposes using these funds to construct:

(1) CNG Slow Fill Compressor Replacement
(2) Transit Transfer Center Phase II Construction
(3) Electronic Farebox Systems Purchase
(4) Paratransit (Dial A Ride) Bus Purchase; and

WHEREAS, StanCOG acting as the designated project sponsor will submit the application on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Authorize StanCOG to file an application on behalf of the City of Turlock with the CA Department of Transportation for an allocation of funds under Proposition 1B for transit capital needs; and
2. Upon notification of award, authorize accepting the allocation of funds; and
3. Authorize the execution of the Grant Agreement and all related documents; and

4. Appropriate the grant revenues to the appropriate revenue and expenditure accounts in Fund 425 "Transit (Dial A Ride)" and Fund 426 "Transit (Fixed Route)" when the specific award amount is known.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby authorize the City Manager of the City of Turlock, to sign all documents required to apply for, accept, and expend these funds on behalf of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5G

Council Synopsis

May 8, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Toni Cordell, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an Amendment to the North Valley Regional Recycled Water Project Collaborative Partnership Memorandum Of Understanding to accept the City of Ceres termination in the Partnership

Resolution: Approving a Cost-Sharing Agreement with the City of Modesto and Del Puerto Water District for expenses associated with Phase II of the North Valley Regional Recycled Water Project

2. DISCUSSION OF ISSUE:

On April 27, 2010, the City Council approved a resolution to enter into a Memorandum of Understanding (MOU) with the Cities of Modesto and Ceres and Del Puerto Water District, which established a collaborative partnership between the participating agencies related to the North Valley Regional Recycled Water Project (NVRRWP). The purpose of the Project is to provide recycled water from the Turlock and Modesto wastewater treatment facilities to the Del Puerto Water District for agricultural irrigation.

In order to determine the future efforts of the NVRRWP, a feasibility study funded by the City of Modesto, Del Puerto Water District and a grant from the United States Bureau of Reclamation was conducted to confirm the viability of the project. The next phase of the Project will focus on further development of the two near-term alternatives (river conveyance and direct pipeline) identified in the Phase I study.

The consulting firm that performed the initial feasibility study, RMC of Walnut Creek, California, has proposed to perform the work for Phase II at a cost of $761,280. Pursuant to the MOU, a cost-sharing agreement between the participating agencies is necessary to contract for professional services.

The original signatories to the MOU included the Cities of Turlock, Modesto and Ceres and Del Puerto Water District. Recently, the City of Ceres has elected to forgo their participation with the Project. The MOU allows that any member

agency may voluntarily resign by giving notice, and that the resignation shall terminate after a written request for termination is provided by the agency. Additionally, a Resolution amending the MOU is necessary to remove them as a participant in the Project.

Pursuant to the MOU, the costs related to the NVRRWP shall be based on each party's estimated flow contribution to the Project, thus determining the City of Turlock's share at 41.5% and the City of Modesto at 58.5%. Del Puerto Water District's share has yet to be determined and will be paid as a component of the price to be set for delivered recycled water at completion of project (see Attachment 1, Exhibits A&C).

3. BASIS FOR RECOMMENDATION:

A) The NVRRWP provides a mechanism to achieve the City Council's long-standing goal to eliminate Turlock's wastewater discharge from the San Joaquin River. The expenditure of these funds is the second necessary step towards eventual completion of the Project.

B) As a signatory to the NVRRWP MOU, a cost-sharing agreement is required to retain contracted services necessary to perform the work associated with Phase II of the Project.

C) A Resolution is also necessary to execute a formal amendment to the NVRRWP MOU, in order to accept the City of Ceres termination in the MOU.

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE

Goal(s): b-iii Address Growth-Related Issues (Current and Future)-Wastewater

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The potential cost to the City of Turlock shall not exceed $315,931, however potential grant funds may reduce the obligation to $137,215. Funds are budgeted in the WQC Enterprise Fund 410-51-530.43340. No General Funds will be used for this project.

Budget Amendment

None at this time.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve the cost-sharing agreement. This alternative is not recommended because as a signatory to the NVRRWP MOU, it is required to secure services necessary for Phase II of the project.

B. Not approve the amendment to the NVRWWP MOU to reflect the City of Ceres resignation. This alternative is not recommended as this is a procedural requirement.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN AMENDMENT TO THE NORTH VALLEY REGIONAL RECYCLED WATER PROJECT COLLABORATIVE PARTNERSHIP MEMORANDUM OF UNDERSTANDING TO ACCEPT THE CITY OF CERES TERMINATION IN THE PARTNERSHIP	**RESOLUTION NO. 2012-**

WHEREAS, the City of Turlock is a signatory to the North Valley Recycled Water Project (NVRRWP) Memorandum of Understanding (MOU); and

WHEREAS, the original signatories to the MOU included the Cities of Turlock, Modesto and Ceres and Del Puerto Water District however, the City of Ceres has since then elected to forgo their participation with the Project; and

WHEREAS, a Resolution is necessary to execute a formal amendment to the NVRRWP MOU, in order to accept the City of Ceres termination in the Partnership.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an amendment to the North Valley Regional Recycled Water Project Collaborative Partnership Memorandum of Understanding to accept the City of Ceres termination in the partnership.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AMENDMENT TO NORTH VALLEY REGIONAL RECYCLED WATER PROJECT COLLABORATIVE PARTNERSHIP MEMORANDUM OF UNDERSTANDING

This Amendment is made with reference to the Memorandum of Understanding between the CITY OF MODESTO , CITY OF CERES, CITY OF TURLOCK and DEL PUERTO WATER DISTRICT, a California water district organized under Division 13 of the California Water Code, ("District"), fully executed by the parties on the 5th day of May, 2010, herein after referred to "Original MOU".

This Amendment to the Memorandum of Understanding is made with regard to the following recitals:

A. Under the Original MOU, Section 14. Termination of Membership, (a) Causes, (1) A Member Agency may voluntarily resign by giving notice, and (b) Resignation by Giving Notice. The membership of any Member Agency of the Partnership shall terminate after the delivery of such Member Agency's written request for termination to the Chair of the Coordination Committee. Such notice shall be given at least thirty (30) days before the effective date of such resignation. There shall be no refund of any assessments upon such resignation.

B. On or about March 27, 2012, City of Ceres submitted a letter to the partnership's Coordination Committee requesting termination in the MOU, to be effective in thirty (30 days).

C. The City of Ceres also requested to continue to participate in the planning of the North Valley Regional Water Project, while not having any direct involvement in the financial aspects.

OK for Agenda

NOW, THEREFORE, in consideration of this Amendment to MOU, and the mutual promises, covenants, and stipulations contained in the Original MOU and this Amendment to Agreement, the parties agree as follows:

1. The parties agree that each of the recitals set out above is factually true and correct.
2. The parties agree to accept the City of Ceres resignation from the partnership effective April 27, 2012.
3. The parties agree to coordinate/communicate with stakeholders, like Ceres, to keep them informed of the project's progress.

IN WITNESS WHEREOF, the Parties have authorized the execution of this Amendment to North Valley Regional Recycled Water Project Collaborative Partnership Memorandum of Understanding to accept the City of Ceres termination in the Partnership as set forth below.

CITY OF MODESTO
Member Agency

By: _____
GREG NYHOFF, City Manager

Date: _____

ATTEST: _____
Stephanie Lopez, City Clerk

APPROVED AS TO FORM:

_____
Roland R. Stevens, Assistant City Attorney

CITY OF TURLOCK
Member Agency

By: _____
ROY WASDEN, City Manager

Date: _____

ATTEST: _____
Kellie Weaver, City Clerk

APPROVED AS TO FORM:

_____
Phaedra Norton, City Attorney

DEL PUERTO WATER DISTRICT
Member Agency

By: _____
WILLIAM HARRISON, General Manager

Date: _____

NORTH VALLEY REGIONAL RECYCLED WATER PROJECT

COLLABORATIVE PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") establishes the North Valley Regional Recycled Water Project Collaborative Partnership (Partnership) for the purposes described herein. This MOU is made and entered into by and between the parties that are signatories to this MOU.

Recitals

WHEREAS, each of the parties to this MOU is a local government entity functioning within the North Valley Region, as depicted in Exhibit A attached hereto and incorporated by reference, and

WHEREAS, the parties desire to enter into a MOU to explore the feasibility of coordinating interagency efforts to expand the beneficial use of recycled water in the North Valley Region thereby promoting the conservation of limited surface water and groundwater resources, and

WHEREAS, the parties do not intend to create a separate public agency pursuant to Government Code §6500 et seq. through this MOU and no provision of this MOU should be so construed, and

WHEREAS, the parties hereto may later explore the feasibility of changing their organizational structure by establishing a Joint Powers Authority in a separate agreement that would advance the mission and goals of the Partnership, or if such changes are necessary in order to receive federal or state funds, and

WHEREAS, the parties hereto recognize the value of using common resources effectively and efficiently, and

WHEREAS, the parties hereto desire to be proactive with respect to water and wastewater regulatory issues affecting the North Valley Region that transcend the traditional political boundaries of the parties, and

WHEREAS, the parties hereto desire to inform communities and the public in the North Valley Region about the importance of water conservation and the benefits of water reuse, and

WHEREAS, the parties hereto wish to coordinate their consideration and review of local, state, and federal policies and programs related to the expansion of existing recycled water programs and the development of new recycled water programs in the North Valley Region, and

WHEREAS, the parties hereto find that promoting the stewardship of water resources in the North Valley Region is in the public interest and for the common benefit of all within the North Valley Region, and

WHEREAS, the parties recognize that there are current and future regulatory requirements which apply to water resources in the North Valley Region affecting one or more of said parties, and that these multiple regulatory requirements may be better addressed on a regional basis, and in a collaborative manner, and the parties wish to investigate more effective ways to share information and coordinate efforts to comply with said regulatory requirements, and

WHEREAS, the parties intend that participation in this MOU be entirely voluntary, and that any party may elect to withdraw from the MOU at any time and for any reason.

NOW, THEREFORE, the parties hereto do hereby enter into this Memorandum of Understanding, as follows:

Memorandum of Understanding

1. **Definitions.** As used in this MOU, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

(a) "MOU" shall mean this Memorandum of Understanding.

(b) "Partnership" shall mean the unincorporated, cooperative group of public agencies organized through this MOU and otherwise referred to as the North Valley Regional Recycled Water Project Partnership.

(c) "Coordination Committee" shall mean the administrative body established pursuant to this MOU.

(d) "Member Agency" or "Member Agencies" shall mean the local and/or regional public agencies regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe Drinking Water Act, 42 U.S.C § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., or have responsibility for providing water for the irrigation of agricultural lands, that operate within or have jurisdiction over any area within the North Valley Region, and that are signatories to this MOU.

(e) "North Valley Region" shall mean the area depicted on the map attached hereto and incorporated herein as Exhibit A

(f) "Administrative Agency" shall mean that Member Agency authorized pursuant to Section 11 to enter into contracts and perform other administrative functions on behalf of the Partnership.

2. **Purpose.** This MOU is being entered into in order to establish the North Valley Regional Recycled Water Project Partnership and to carry out the mission, goals, and objectives

stated herein related to the expansion of beneficial uses of recycled water in the North Valley Region. While this MOU will coordinate the efforts of the Member Agencies to further the goals of the Partnership, there is no intent to form an independent Joint Powers Authority at this time as set forth in Government Code § 6500 et seq., nor is it the intent to form a formal partnership, but rather the intent is to form an unincorporated cooperative group of public agencies

3. **Establishment of the Partnership.** There is hereby established the North Valley Regional Recycled Water Project Partnership ("Partnership"). The geographic boundaries of the project Partnership shall be the North Valley Region. (See Exhibit A).

4. **Partnership Membership.** Any local and/or regional public agency regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., or have responsibility for providing water for the irrigation of agricultural lands, that operates within or has jurisdiction over any area within the North Valley Region may be a Member Agency of the project Partnership. Each Member Agency must be a signatory to this MOU. A list of the agencies considered to be eligible for project Partnership membership, at the time this MOU was drafted, is attached as Exhibit B and incorporated by reference.

5. **Coordination Committee.**

(a) The Coordination Committee of the project Partnership shall consist of one representative from each Member Agency. Such representative shall be a Board member, Councilmember, general manager, city manager, or a suitable staff member of the Member Agency. In the event that the primary representative is unavailable for a meeting, he or she may designate an alternate.

(b) If the total number of Member Agencies renders plenary decision-making difficult and administratively impractical, the Coordination Committee may, by

unanimous vote of the representatives of all Member Agencies, create an Executive Coordination Committee of at least five (5) but fewer than seventeen (17) members, which shall have the powers and authority that the Member Agencies deem appropriate.

6. **Voting and Authorization Requirements.**

(a) Each representative on the Coordination Committee shall have one vote. Except as set forth in subsections (b) and (c) below and as otherwise specified herein, if a quorum is present, the affirmative vote of the majority of members of the Coordination Committee present is required to approve any item. In addition to conducting the regular business of the Partnership, the Coordination Committee may, by majority vote, authorize any contracts or amendment thereto to be entered into by the Administrative Agency on behalf of the Partnership, provided that the total amount of the combined contract and amendment does not exceed $10,000, and providing that funding for the contract or amendment thereto is included in the currently adopted Partnership budget.

(b) Approval by all Member Agencies shall be required (i) to adopt or modify the budget and (ii) to authorize the Administrative Agency to enter into, modify, or accept work under any contract in excess of $10,000.

(c) Approval by the governing bodies of all Member Agencies shall be required to modify this MOU.

7. **Quorum.** Representatives or alternates from a majority of the Member Agencies shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn a meeting or to set a date for the next meeting.

8. **Terms of Office.** Each representative on the Coordination Committee shall serve for as long as he or she is an employee, of his or her Member Agency and is designated by the Member Agency to act as its representative. If at any time a vacancy occurs on the Coordination

Committee, a replacement shall be appointed by the Member Agency to fill the unexpired tem of the previous representative within ninety (90) days of the date that such position becomes vacant.

9. **Alternates.** Alternate representatives to the Coordination Committee shall be empowered to cast votes in the absence of the regular representative or in the event of a conflict of interest that prevents the regular representative from voting.

10. **Officers of the Project Partnership.** The Coordination Committee of the project Partnership may elect a Chair, a Vice-Chair, and such other officers as it deems appropriate. The duties of the Chair and Vice-Chair are as follows:

(a) Chair. The Chair shall direct the preparation of agendas, call meetings of the Coordination Committee to order, and conduct other activities as deemed appropriate by the Coordination Committee.

(b) Vice-Chair. The Vice-Chair shall serve as the Chair in the absence of the regularly-elected Chair. In the event both the Chair and Vice-Chair are absent from a meeting, which would otherwise constitute a quorum, and a temporary Chair was not designated by the Chair at the last regular meeting, any Board member may call the meeting to order, and a temporary chair may be elected by majority vote to serve until the Chair or Vice-Chair is present.

11. **Administrative Agency.** The Member Agencies hereby designates the City of Modesto to act as the Administrative Agency for the purpose of carrying out the provisions of this MOU. The authority delegated herein to the Administrative Agency shall be subject to the restrictions upon the manner of exercising power applicable to the Administrative Agency, including but not limited to the purchasing ordinances and purchasing procedures of the Administrative Agency. The Administrative Agency, for the benefit of the Partnership, shall:

(a) Award, execute in its own name, and administer such contracts on

behalf of the project Partnership, as may be authorized by the Coordination Committee or by the Member Agencies, as set forth in Section 6.

(b) Through its controller and treasurer, act as the financial officer, or functional equivalent, and be the depositor and have custody of all monies of the Partnership from whatever source. The Administrative Agency shall draw warrants to pay demands for expenditures authorized by the Coordination Committee or by its authorized representative pursuant to any delegation of Partnership authorized by the Coordination Committee.

(c) Provide budget analyses, warrant lists, and other financial documents as required by the Coordination Committee. The Administrative Agency's financial activities with regard to the Partnership shall be subject to an outside audit at any time at the request of the Coordination Committee.

(d) Determine charges to be made against the Partnership for the Administrative Agency's services. Payment of these charges shall be subject to the approval of the Coordination Committee.

(e) Prepare the reports identified in Section 17 if the Coordination Committee has not designated another party or person to complete that task. The Administrative Agency may resign its position as Administrative Agency upon 120 days written notice to all parties to the MOU, and shall, before the effective date of its resignation, transfer all funds held on behalf of the Partnership to any designated successor Administrative Agency. The Coordination Committee may designate a successor Administrative Agency by majority vote. Should no other party be designated to act as Administrative Agency by the effective date of the resignation, the MOU shall terminate and the Administrative Agency shall distribute all property held on behalf of the Partnership pursuant to Section 20.

(f) Provide legal services for litigation or other legal actions on behalf of the Partnership that may arise against the North Valley Regional Recycled Water Project. Reimbursement of legal costs shall be made to the Administrative Agency pursuant to Section 13.

12. **Staff and Consultants.** Subject to the approval and procedural provisions of Sections 6 and 11, and subject to the financial limitations provided in the adopted Partnership budget, the Administrative Agency may employ or contract for any staff or consultants as may be reasonably necessary to carry out the purposes of this MOU. Such persons may include legal counsel, administrative executives, and other types of specialists.

13. **Sharing of Costs and Resources.** The Coordination Committee may also assess each Member Agency for costs associated with paying the Administrative Agency, staff, or consultants, and the funding of approved projects, as authorized by the Coordination Committee or the Member Agencies, as set forth in Section 6. Any assessment shall only be valid after the Member Agencies have approved the budget. Assessments shall not exceed those expenses authorized in the budget.

14. **Termination of Membership.**

(a) Causes. A Member Agency's participation in this MOU shall terminate on the occurrence of any of the following:

(1) The voluntary resignation of a Member Agency with notice as prescribed by subsection (b) below;

(2) The nonpayment of assessments, subject to the limitations set forth in subsection (c) below; or

(3) The occurrence of an event which renders an entity no longer eligible for membership under Section 4 of this MOU, as determined by the Coordination Committee.

(b) Resignation by Giving Notice. The membership of any Member Agency of the Partnership shall terminate after the delivery of such Member Agency's written request for termination to the Chair of the Coordination Committee. Such notice shall be given at least thirty (30) days before the effective date of such resignation. There shall be no refund of any assessments upon such resignation.

(c) Nonpayment of Allocated Costs. The membership of any Member Agency of the Partnership shall be terminated if the Member Agency fails to pay its allocated costs within one hundred and twenty (120) days after such costs are due. Termination shall be effective upon the majority vote of the Coordination Committee. Member Agencies shall be given thirty (30) days prior written notice of a threatened termination and the reasons thereof. The notice may be delivered in person or by first-class, certified mail, fax, or e-mail to the Member Agency's representative on the Coordination Committee.

(d) Effect of termination. All rights of a Member Agency in the Partnership shall cease on the termination of such Member Agency's membership. Termination shall not relieve the Member Agency from any obligation for charges, costs, or liabilities incurred or arising from acts or omissions before the date of termination. The terminating Member Agency's responsibility for such charges, costs, or liabilities shall be determined in a manner consistent with the allocations set forth in Section 13. Likewise, termination shall not preclude the Member Agency from any benefits that fully accrue before the date of termination.

15. **Procedures.** The Coordination Committee may adopt bylaws, rules of conduct for meetings, and operating procedures for the Partnership. To facilitate such efforts, the Partnership may adopt the administrative procedures and policies of a Member Agency.

16. **Meetings.** The Coordination Committee shall provide for meetings, as necessary.

17. **Reports to Member Agencies.** Each year the Partnership shall submit a written report to the governing body of each of the Member Agencies. This report shall describe the financial activities of the Partnership during the preceding year.

18. **Offices.** For the purposes of forming the Partnership and for initial operation, the principal office of the Partnership shall be located at the Administrative Agency. The Coordination Committee may change said principal office from one location to another after providing thirty (30) days notice of such a change. The Chair shall notify each Member Agency in writing of the change.

19. **Termination.** This MOU shall remain in effect until terminated by majority vote of two-thirds of the representatives of all then-current Member Agencies. This MOU shall also be terminated if the Administrative Agency has resigned pursuant to Section 11 and no other Member Agency has been designated to act as the Administrative Agency prior to the effective date of the resignation.

20. **Disposition of Property and Surplus Funds.** At the termination of this MOU, any and all property, funds, assets, and interests therein held by the Administrative Agency on behalf of the Partnership shall become the property of and be distributed to the Member Agencies. Money collected from Member Agencies and held in reserve by the Administrative Agency for payment of the costs of programs shall be allocated among Member Agencies in proportion to each Member Agency's contributions to such reserves. All other property, funds,

assets, and interests shall be distributed by the Administrative Agency to Member Agencies in proportion to each Member Agency's contributions to the Partnership for allocated costs. However, liabilities of the Partnership in excess of those assets held by the Administrative Agency on behalf of the Partnership at the time of termination shall be assessed against the Member Agencies and said Member Agencies shall be responsible for such liabilities. The allocation of responsibility for the payment of such liabilities shall be determined in a manner consistent with the provisions of Section 13.

21. **Minutes.** A secretary or clerk may be appointed by the Coordination Committee or the Administrative Agency. If no secretary or clerk is appointed, the Administrative Agency shall cause to be kept minutes of all meetings of the Coordination Committee, and shall cause a copy of the minutes to be forwarded to each Member Agency.

22. **Effective Date.** This MOU shall become effective and the Partnership shall be established when at least four (4) agencies have authorized its execution.

23. **Counterparts.** This MOU may be executed in counterpart and each of these executed counterparts shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as set forth below.

CITY OF MODESTO
Member Agency

By: _____
GREG NYHOFF, City Manager

Dated: 4-28-10

ATTEST:

By: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ROLAND R. STEVENS,
Assistant City Attorney

CITY OF TURLOCK
Member Agency

By: _____
ROY WASDEN, City Manager

Dated: 5-3-10

CITY OF CERES
Member Agency

By: _____
BRAD KILGER, City Manager

Dated: 5/3/10

DEL PUERTO WATER DISTRICT
Member Agency

By: _____
WILLIAM HARRISON, General Manager

Dated: 5/5/10

STANISLAUS COUNTY
Member Agency

By: _____
RICHARD W. ROBINSON,
Chief Executive Officer

Dated: 5/4/2010

Exhibit A

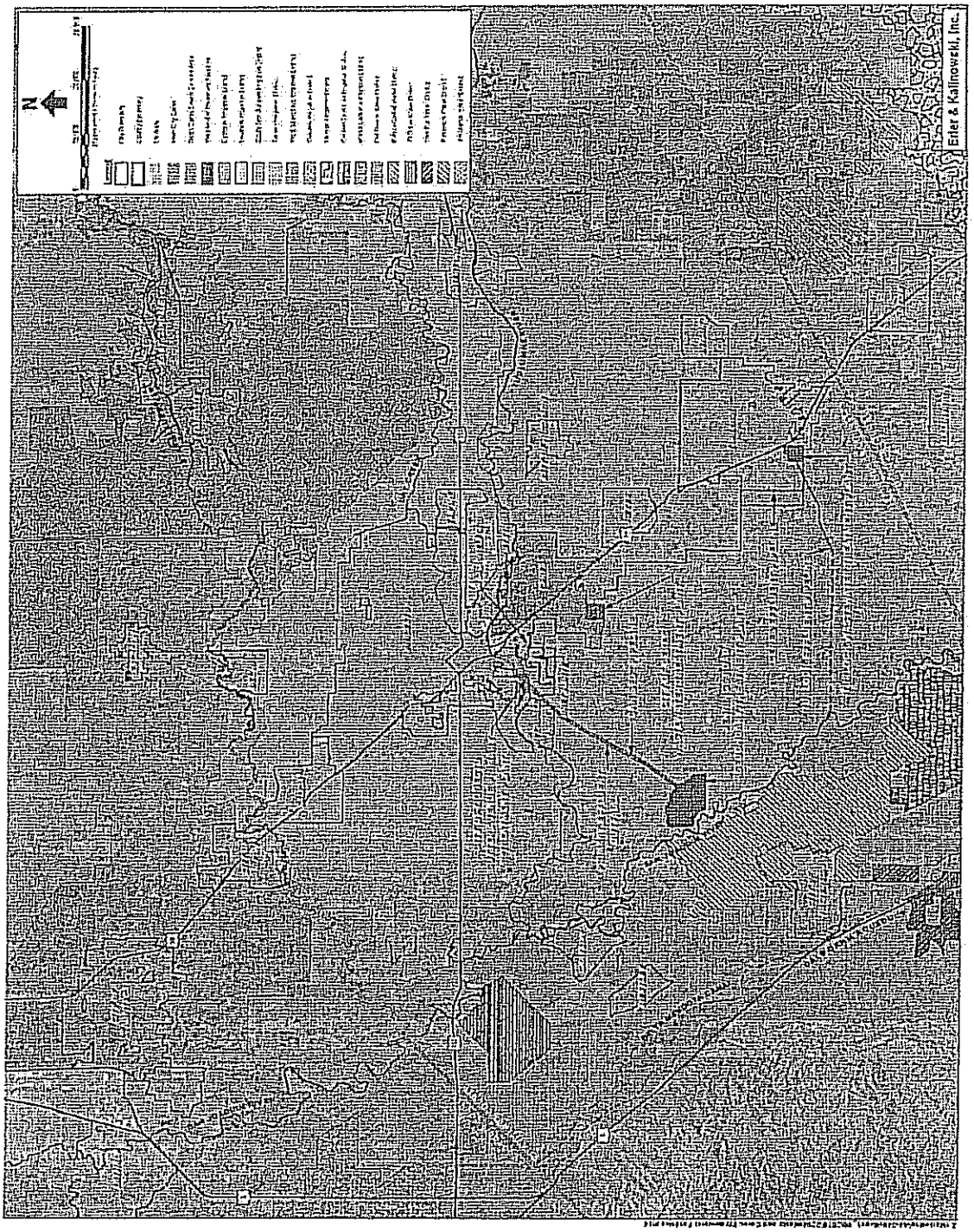


Exhibit B

North Valley Regional Recycled Water Partnership

Agencies Eligible for Membership

City of Modesto

City of Turlock

City of Ceres

Del Puerto Water District

Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A COST-SHARING AGREEMENT WITH THE CITY OF MODESTO AND DEL PUERTO WATER DISTRICT FOR EXPENSES ASSOCIATED WITH PHASE II OF THE NORTH VALLEY REGIONAL RECYCLED WATER PROJECT	**RESOLUTION NO. 2012-**

WHEREAS, the City of Turlock is a signatory to the North Valley Recycled Water Project (NVRRWP) Memorandum of Understanding (MOU); and

WHEREAS, the NVRRWP provides a mechanism to achieve the City Council's long-standing goal to eliminate Turlock's wastewater discharge from the San Joaquin River; and

WHEREAS, pursuant to the NVRRWP MOU, a Cost-Sharing Agreement is required to contract for professional services necessary to perform the work associated with Phase II of the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a cost-sharing agreement with the City of Modesto and Del Puerto Water District for expenses associated with Phase II of the North Valley Regional Recycled Water Project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

COST SHARING AGREEMENT
TO DEFRAY EXPENSES ASSOCIATED WITH THE
PROPOSED NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM

The parties to this Agreement are the Cities of Modesto and Turlock, Municipal Corporations of the State of California, and the Del Puerto Water District, a California water district organized under Division 13 of the California Water Code. This Agreement is entered into this ___ day of _____, 2012 among the parties.

RECITALS:

WHEREAS, based on the 2010 North Valley Regional Recycled Water Project Collaborative Partnership Memorandum of Understanding (NVRRWP MOU), the parties desire to define the cost-share reimbursement percentage associated with the Administrative Agency's costs; and

WHEREAS, the City of Modesto is the designated Administrative Agency as stated in the NVRRWP MOU; and

WHEREAS, the parties desire to refine the program alternatives identified in the Phase 1 Feasibility Study (Phase 1) for the development of the North Valley Regional Recycled Water Program (NVRRWP) for the mutual benefit of the parties; and

WHEREAS, RMC developed the alternatives based on its successful completion and delivery of the Phase 1 study the parties deem it in their best interest for Del Puerto Water District (DPWD) to employ RMC Water and Environment (RMC) for refinement of the program alternatives and subsequent tasks associated with the NVRRWP; and

WHEREAS, the parties have agreed to enter into a cost sharing agreement for the expenses related to refinement of the NVRRWP program alternatives and subsequent tasks;

NOW, THEREFORE, the parties on the terms and conditions herein set forth agree as follows:

OK for Agenda

1. Based upon the above referenced NVRRWP MOU, the sharing of costs related to the Administrative Agency's duties for the Partnership shall be based on each party's estimated flow contribution to the Program, and the reimbursement percentages shall be as shown in Exhibit A.

2. The cost sharing under this Agreement will provide a total of $761,280 toward refinement of the program alternatives and subsequent tasks associated with the NVRRWP as shown on "Exhibit B – Scope of Work". The tasks will focus on further development of the two near-term alternatives (river conveyance and direct pipeline) identified in the Phase 1 study. Each of the parties agrees to contribute based on the reimbursement percentages as referenced in Section 1 above, and the parties will jointly seek a 50% cost share, or $380,640 from the Bureau of Reclamation (BOR) or other sources. DPWD is a BOR Contractor and will therefore act as lead. If federal grant funds are not available, then each party agrees to fund its defined portion of the study tasks using its own funding sources as shown in "Exhibit C". This agreement may be revised to provide for a new cost-sharing arrangement to make use of other federal, state, or local funding opportunities.

3. The parties agree that DPWD will retain RMC by means of the Standard Agreement for Consultant Services utilized by the City of Modesto. In accordance with the foregoing, the parties agree to appropriate and fund the total sum of their respective percentage share (as shown in Exhibit A) within thirty (30) days after execution of this Agreement by all parties. Time is of the essence, and the parties understand and agree that they will appropriate and fund their percentage contributions forthwith, so that the parties will have the entire anticipated funding on hand prior to execution of the consultant agreements. Should any party fail to meet its obligations pursuant to this paragraph, then at the option of the remaining party(ies), the defaulting party may be required to forfeit recovery of any previous expenditure it has made to compensate consultants pursuant to this Cost Sharing Agreement.

4. DPWD agrees to manage the consulting agreement, invoice the parties for work completed by the consultant, and to do so without charge.

5. In the event that it appears to DPWD that there will be cost overruns, or that it would be prudent to fund additional services, then the parties agree to meet and determine whether or not DPWD should enter into an amendment with RMC to fund such additional costs.

6. Each of the parties agrees to defend, indemnify, and hold the others harmless from the consequences of their own tortuous, negligent, or intentional wrongdoing arising out of or relating to its performance of this Cost Sharing Agreement.

7. Upon completion of the work to be performed by RMC, and upon payment therefore in full, each of the parties hereto shall be entitled to copies of all deliverable documents created by RMC within thirty (30) days of completion of the work by them.

8. To the extent reasonably required, each party to this agreement shall, in good faith, cooperate and assist each of the other parties in meeting their obligations under this Agreement.

9. All notices permitted or required to be given hereunder shall be effective upon being delivered by hand or by facsimile or electronic transmission or five (5) days after delivery into the United States First Class Mail if such mail is registered or certified. Each such notice shall be sent to the parties at the address respectively indicated below:

William D. Harrison
General Manager
Del Puerto Water District
P. O. Box 1596
Patterson, CA 95363

Dan Madden
Municipal Services Director
City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380-5454

Richard D. Ulm
Director of Utility Planning and Projects
City of Modesto
P.O. Box 642
Modesto, CA 95353

10. The parties may terminate this contract upon mutual written agreement. In the event that they do so, DPWD will invoice the parties for any work completed prior to the termination date.

11. This Agreement contains the entire understanding between the parties. All previous proposals, offers, and other communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

12. No waiver of or exception to any of the terms, conditions, and provisions of this agreement shall be considered valid unless specifically agreed to in writing by all the parties.

13. If any provision of this Agreement is held by a court to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force.

14. This Agreement shall be governed according to the laws of the State of California.

15. Each of the parties represent to the others that the person or persons who have executed this document on their behalf have been authorized to do so in accordance with governing law, and that this Agreement is a binding legal obligation on each of the parties upon its execution by them.

16. This Agreement may be modified only through a written amendment signed by all the parties.

17. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

18. So agreed as evidenced by the signatures below:

DEL PUERTO WATER DISTRICT

Date: _____

By: _____

Its: William D. Harrison, General Manager

CITY OF MODESTO

Date: _____

By: _____

Its: Greg Nyhoff, City Manager

ATTEST: _____
Stephanie Lopez, City Clerk

APPROVED AS TO FORM:

_____
Roland R. Stevens, Assistant City Attorney

CITY OF TURLOCK

Date: _____

By: _____

Its: Roy Wasden, City Manager

ATTEST: _____
Kellie Weaver, City Clerk

APPROVED AS TO FORM:

_____
Phaedra Norton, City Attorney

Exhibit A

Modesto	58.5%
Turlock	41.5%
Del Puerto Water District	0.0%*

*DPWD's share has yet to be determined, and will be paid as a component of the price to be set for delivered recycled water at completion of NVRRWP program projects.

(The above cost split between Modesto and Turlock is based on assumed flows at build out of 31,000 acre-feet/year for Modesto and 22,000 acre-feet/year for Turlock.)

Exhibit B

COOPERATIVE AGREEMENT RI0AC20071
FIRST AMENDMENT
PHASE 2 SCOPE OF WORK

The Scope of Work below builds on work previously completed under Tasks 1 thru 9 of Del Puerto Water District's Cooperative Agreement RIOAC20071 with the Bureau of Reclamation. Tasks 10 thru 17 are proposed as a second phase to the previous efforts and would be completed under an amendment (Amendment 1) to the existing contract between RMC and Del Puerto Water District (DPWD). The scope of work under Task 10 was proposed as an additional task to the Bureau of Reclamation (Bureau) under the existing Cooperative Agreement for the purpose of defining the technical feasibility of the project and completing the Feasibility Study. Tasks 11 thru 17 include additional engineering analysis to further develop the two near-term alternatives (river conveyance and direct pipeline) identified in the draft DPWD Recycled Water Delivery Feasibility Study to include more specifics on pipeline and pump station alignments, maximizing operational storage, and delivery to the end user. Because the cost of the approximately 20 mile pipeline is the key economic driver for this project, further developing these specifics is critical to determining its ultimate feasibility. This amended scope of work shall replace the original scope of work.

Task 1 **Review and Evaluate Recycled Water Supplies**

This task was completed under the Phase I efforts of the existing Cooperative Agreement RIOAC20071.

Review City of Modesto and City of Turlock recycled water quality and supplies. Identify any treatment enhancements that may be required. Evaluate the characteristics of the available recycled water supply such as the diurnal flow pattern, storage availability at the wastewater treatment plants, projected increases in supply overtime, and other important characteristics. Document the existing and proposed recycled water treatment processes.

Task 2 **Market Assessment (Identify Recycled Water Demands)**

This task was completed under the Phase I efforts of the existing Cooperative Agreement RIOAC20071.

RMC shall review District water demands and delivery needs including flow, hours of use, and water quality requirements. Customer water quality needs and requirements shall be identified through meetings with the District and potential customer collaboration. The team will meet with up to 12 potential customers to obtain information such as seasonal water use, cropping patterns, irrigation system characteristics, and to build a rapport with the growers. RMC shall review

and identify seasonal water use, cropping patterns, irrigation system characteristics (how growers are set up to receive and distribute water), and user feedback.

RMC shall develop a water balance based on the District's water use characteristics and the Cities of Modesto and Turlock supply characteristics defined in Task I to develop storage criteria necessary to maximize recycled water use. RMC shall develop maps and identify crop acreage based on available data from the Department of Water Resources surveys.

Task 3 Identify Regulatory Settings and Legal/Institutional Challenges

This task was completed under the Phase 1 efforts of the existing Cooperative Agreement RIOAC20071.

RMC shall review the concept project for compliance with the Water Code and other legal authority requirements such as Title 22 requirements. Identify any legal/institutional issues such as water rights, jurisdictional constraints, and institutional agreements that would be required for the project. Identify current and proposed regulations that might impact the use of recycled water. RMC shall identify and discuss environmental documentation requirements (NEPA/CEQA) based on the project concept.

Task 4 Develop, Analyze and Evaluate Alternatives for RW Use and Delivery

This task was completed under the Phase 1 efforts of the existing Cooperative Agreement R10AC20071.

RMC shall develop distribution alternatives from the City of Modesto and City of Turlock recycled water facilities to the District. RMC shall analyze delivery and storage capabilities to maximize recycled water use. RMC shall develop design criteria for required pump stations, storage facilities, land/easements, and any other key infrastructure for a project. Capital and operations and maintenance (O&M) cost estimates shall be developed for each alternative.

RMC shall use the water supply and use finding from Tasks 1 and 2 to develop two alternative sets of operational criteria. Operational criteria such as hours of irrigation, reliability objectives, irrigation scheduling, and storage locations dictate the size and costs of recycled water distribution systems. By establishing

two set of criteria, an envelope of infrastructure sizing and costs shall be developed for the proposed alternatives.

The alternative analysis shall include:

- Review alternatives to address any quality issues of concern (if any)
- Pipeline sizing and pumping capacity needs
- Delivery pipeline alignment alternatives (Jennings Road to Del Puerto Water District) - provide preliminary cost estimates/comparison
- Delivery pipeline alternatives (City of Turlock pipeline terminus to Del Puerto Water District) - provide preliminary cost estimates
- River crossing alternatives - provide preliminary cost estimates/ comparison
- Delivery pipeline intertie alternatives (Modesto-Turlock to Del Puerto) - provide preliminary cost estimates/comparison
- Identify pumping needs
- Identify alternative pump station locations and land needs - provide preliminary cost estimates/comparison
- Identify in-district water delivery alternatives (Warren Act Transfer in DMC, piping needs - provide preliminary cost estimates/comparison)
- Identify permit requirements and costs
- Review available recycled water storage options and identify any recommended improvements
- Provide preferred (recommended) project alternative for piping, pumping, river crossing and in-district delivery with preliminary cost estimate

RMC shall also evaluate one alternative delivery concept such as recycled water discharge to the San Joaquin River with extraction downstream. The alternative delivery concept shall be developed with the District. RMC shall develop conceptual maps of infrastructure, develop concept criteria, and estimate project costs.

To meet Title XVI funding requirements, RMC shall develop the "No Project" alternatives investigating the impact of no recycled water. This alternative would be the likely alternative to be implemented in the event that the recycled water project is not implemented and is assumed to be purchase of imported surface water supply.

Task 5 Identify and Evaluate Recommended Alternative and Develop Implementation Plan

This task was completed under the Phase I efforts of the existing Cooperative Agreement R10AC20071.

RMC shall define the recommended components (including treatment facilities, pump stations, San Joaquin River crossing, and pipeline lengths, size, and alignments), design criteria, and operational strategy. Operations and maintenance

needs for the pipeline, pumping and storage facilities shall be estimated.

Feasibility level capital and O&M costs shall be developed and compared to the no project alternative. A financial plan shall be developed with input from the District and Cities. RMC shall provide information necessary to support development of the financial plan such as the projected debt service with and without grants, customer rates, operational costs, and other financing information. Evaluate the benefits to the cities of Modesto and Turlock of providing the supply. Identify permitting requirements for the project and any institutional requirements. Identify the steps for project implementation and develop a plan for implementing the project.

RMC shall prepare an economic analysis including project cost estimate (capital, operation and maintenance costs) and benefits assessment. The economic analysis shall compare the costs of the project with the value of benefits derived from the project.

RMC shall identify the legal and institutional requirements of the recommended alternative. Environmental compliance (CEQA/NEPA), permitting, institutional agreements between the cities and the District, and other coordination efforts shall be defined.

Task 6 Develop Funding Strategy and Evaluate Project Economics

This task was completed under the Phase 1 efforts of the existing Cooperative Agreement R10AC20071.

RMC shall identify potential grant and other funding opportunities for recycled water projects and develop a strategy for pursuing funding. RMC shall develop a list of tasks and time schedule needed for development of funding applications.

RMC's team shall evaluate project economic scenarios for the recommended alternative with and without outside funding. RMC shall meet with the District and relevant stakeholder to discuss the various economic assumptions and funding mechanism that could be evaluated. Results of the economic scenarios shall be summarized table format and included in a technical memorandum.

Task 7 Develop Recycled Water Feasibility Study

This task was completed under the Phase 1 efforts of the existing Cooperative Agreement R10AC20071.

Develop a Feasibility Study that meets the requirements for Title XVI and State funding and provides the basis for environmental review. The Feasibility Study Report shall document the analysis, finding and recommendations from the Task 1-6 above including recycled water delivery requirements, river crossings, distribution system elements, and improvements needed at the City recycled water facilities. A draft Feasibility Study shall be submitted to the District for

review and comment. A final Feasibility Study shall be completed incorporating District comment.

Task 8 **Stakeholder and Public Outreach**

This task was completed under the Phase 1 efforts of the existing Cooperative Agreement R10AC20071.

Consultant shall coordinate with external stakeholders such as the Cities of Modesto and Turlock, and the potential recycled water users and the public. Coordination with the Cities would be to collect data on the available recycled water supplies and water quality, and present findings, and discuss potential financial scenarios for the recycled water program. Collaboration with recycled water users and the public would be to present information on the recycled water opportunities and gauge their acceptability and support of recycled water.

Task 9 **Project Management**

This task was completed under the Phase 1 efforts of the existing Cooperative Agreement R10AC20071.

RMC's project manager shall be responsible for the successful completion of the project through the coordination and use of the consultant's staff and other team members assigned to this project. RMC shall provide monthly progress reports, budget tracking, client meetings and communications, and schedule coordination. Monthly progress reports shall include updates on the feasibility of the proposed project.

Task 10 **River Diversion Alternative (Phase 2 Effort)**

Under the river diversion alternative, the Cities of Modesto and Turlock would discharge the water produced from their recycled water facilities into the San Joaquin River. This water would then be diverted out of the river and into the DMC for delivery to the Del Puerto Water District. This transfer of water has potential impacts and implications on San Joaquin River operation and flows, Friant operations, CVP operations including San Luis Reservoir, Vernalis flows, DMC flows, Delta pumping, and the groundwater system. To assist in analyzing these potential impacts and implications, surface water, groundwater, and hydraulic modeling will be performed to address the following needs:

- Confirm the available capacity in the DMC and San Luis Reservoir for conveyance and storage of water that is diverted from the San Joaquin River. This work will be done by the Bureau of Reclamation.
- Quantify impacts to streamflow in the San Joaquin River
- Quantify seepage occurring as a result of increased streamflow

Results will support project feasibility, a future water rights application, and environmental documentation. This task will consist of three subtasks described below.

10.1 Modeling Needs Assessment

An assessment will be performed to identify the modeling needs and the appropriate tools to satisfy these needs. The analysis will focus on the needs and tools for San Joaquin River modeling, including groundwater-surface water interaction. Because modeling of the DMC and San Luis Reservoir capacities will be performed by the Bureau of Reclamation, this task does not include performing an analysis of the existing models available for DMC and San Luis Reservoir modeling.

The following models will be assessed for their potential to meet project needs: CALSIM, HECRAS, CVHM, C2VSIM, HydroGeoSphere, and up to 2 additional models identified during the project. For models deemed suitable for use, available baselines will also be assessed with regards to usage in this project.

Up to 3 meetings or calls will be held with key Reclamation staff, one each for surface water modeling, groundwater modeling, and hydraulic modeling staff.

A brief memorandum outlining the identified modeling tools and baselines along with the required output will be developed in draft form, circulated for comment, and finalized.

Deliverables:

- *Draft TM that describes the modeling needs and identified tools and baselines. Deliverable will be electronic via email.*
- *Incorporate comments on the draft TM and finalize the TM. Deliverable will be electronic via email.*

10.2 San Joaquin River Modeling

10.2.1 Surface Water Modeling

RMC will perform hydrologic modeling of the San Joaquin River to support the River Discharge and Downstream Diversion alternative and the Discontinuation of River Discharge alternative identified in the Del Puerto Recycled Water Delivery System Feasibility Study, as well as a hybrid alternative that includes a pipeline and seasonal river discharge. The selected model identified in Task 10.1 will be utilized to perform this analysis. It is assumed that the baseline identified in Task 10.1 will be suitable for use in this subtask with minimal updates or revisions.

Three (3) model scenarios will be developed to assess the impacts under the following conditions:

- *River Discharge and Downstream Diversion:* Discharge of recycled water to the San Joaquin River and the downstream diversion of the recycled water at the Banta Carbona Irrigation District (BCID), West Stanislaus Irrigation District (WSID) and/or Patterson Irrigation District (PID) diversion facilities.

- *Discontinuation of River Discharge:* Discontinued discharge of recycled water to the San Joaquin River at Modesto and Turlock's permitted discharge location, and assumed direct delivery of the recycled water via a pipeline to agricultural users within Del Puerto Water District.

- *Seasonal River Discharge (Hybrid Alternative):* A hybrid of the two conditions described above, this scenario would include direct delivery of recycled water via a pipeline to agricultural users within Del Puerto Water District for a portion of the year combined with seasonal river discharge and diversion of recycled water. The method of operation will depend on agricultural demand and the availability of storage. Operating assumptions for the modeling runs will be developed as part of Task 10.1

RMC will work with Reclamation, Del Puerto, and the Cities of Modesto and Turlock to define the assumptions for each modeling scenario. Two meetings will be held: the first meeting to review and agree on assumptions and the second to review the results. Subsequent to the presentation of the final model results, RMC will perform one iteration for each scenario to fine tune the modeling analysis.

The findings of this task will be used in the future preparation of the Water Rights Application and in the future preparation of the Environmental Assessment and Initial Study.

10.2.2 Groundwater/Surface Water Interaction Modeling

RMC will perform groundwater/surface water modeling to analyze the potential seepage along the San Joaquin River as a result of increased flows in the river. This work will support the future water rights application. The selected model identified in Task 10.1 will be utilized to simulate the project as refined through Task 10.2.1. It is assumed that the baseline identified in Task 10.1 will be suitable for use in this subtask with minimal updates or revisions.

Two scenarios will be built off this baseline to determine if there is additional seepage as a result of the River Discharge and Downstream Diversion alternative or the Hybrid Alternative and to quantify that seepage. No modeling is included in this scope for the Discontinuation of River Discharge alternative. Two meetings will be held to discuss the modeling with Reclamation and local agency staff: the first meeting to review and agree on assumptions and the second to review the results. Subsequent to the presentation of the final model results, RMC will perform one iteration for each scenario to fine tune the modeling analysis.

10.2.3 Reporting

The results of Tasks 10.1 and 10.2 will be compiled into a final report detailing the model needs, platforms, baselines, scenarios, and results.

Deliverables:

- *Draft report. Deliverable will be electronic via email.*
- *Incorporate comments on the draft report and finalize the report. Deliverable will include an emailed electronic version, 5 CDs, and 5 hard copies.*

10.3 Delta Mendota Canal and San Luis Reservoir Modeling

The Bureau of Reclamation will perform hydraulic modeling to analyze the available capacity in the DMC and San Luis Reservoir (SLR) for conveyance of water that is diverted from the San Joaquin River at Banta Carbona Irrigation District (BCID), West Stanislaus Irrigation District (WSID) and/or Patterson Irrigation District (PID). The purpose of this task is to coordinate with the Bureau and CVP water contractors that there is adequate capacity in the DMC and San Luis Reservoir to convey and store recycled water during winter months without impacts to other Reclamation operations and CVP water user deliveries. RMC assumes that up to three meetings will be conducted with the Bureau. Two meetings will be held with Reclamation and local agency staff: the first meeting to review and agree on assumptions and the second to review the results. If the modeling indicates that there are capacity constraints in the DMC or SLR, RMC will work with the Bureau to identify operational strategies that could potentially relieve capacity constraints in the DMC and/or SLR. It is assumed that the Bureau will provide a report or technical memorandum that summarizes the assumptions and results of modeling efforts.

Deliverables:

- *Modeling Results provided by the Bureau of Reclamation.*

Task 11 **Finalize Title XVI Feasibility Study (Phase 2 Effort)**

Finalize the Feasibility Study in conformance with Title XVI requirements. Incorporate Reclamation comments on preliminary draft Feasibility Study. Incorporate Phase 2 analysis conducted as part of amended scope.

Deliverables

- *Administrative Draft Final Title XVI Feasibility Study*
- *Final Title XVI Feasibility Study*

Task 12 **Further Develop Project Alternatives (Phase 2 Effort)**

This task includes additional engineering analysis to further develop the two near-term alternatives (river conveyance and direct pipeline) identified in the draft DPWD Recycled Water Delivery Feasibility Study and the Hybrid Alternative to include more specifics on pipeline and pump station alignments, maximizing operational storage, and delivery to the end user. Because the cost of the approximately 20 mile pipeline is the key economic driver for this project, further developing these specifics is critical to determining its ultimate feasibility.

12.1 Confirm Design Criteria

Coordinate with the City of Turlock (Turlock), and the City of Modesto (Modesto) to further refine and confirm the project design criteria. This effort will include confirming the recycled water flows that the project will be designed for as well as confirming the volume of seasonal storage available at the City of Modesto. The Design Criteria should consider the possibility of phasing the project, which would allow for delivery of some recycled water to DPWD prior to completion of all elements of the project. Review Modesto's concept of constructing and using wetlands for recycled water storage and identify implementation issues and strategies associated with this concept. Under this task, RMC will also examine other storage options such as groundwater banking. Prepare draft and final technical memorandum (TM) that summarizes the findings from this task.

Deliverables:

- *Draft TM summarizing the design recycled water flows, storage available at Modesto, other potential regional storage options, and the wetlands recycled water storage concept*
- *Final TM that incorporates comments*

12.2 Pipeline Alternative

Further develop the pipeline delivery alternative that was identified in the draft DPWD Recycled Water Delivery Feasibility Study. This effort will focus on the pipeline to the Central and South service area of DPWD and will include performing additional conceptual level engineering of the following project aspects:

- Corridor Study: Pipeline corridor study to confirm the conceptual pipeline alignment and the river and highway crossings.
- Recycled Water Delivery System: Development of the engineering concept for delivery of recycled water to turnouts and to individual customers, taking into consideration Department of Public Health (DPH) cross-connection

requirements.

- Pumping and Storage: Engineering studies to identify potential pump station locations and storage locations along the distribution system. Storage along the distribution system will be analyzed to determine its feasibility and value (e.g., reducing pipeline size, increasing recycled water deliveries, and/or presenting water quality benefits or issues).
- Project Phasing: Prepare a project phasing concept that addresses benefits to constructing the pipeline in phases.
- Cost Estimate Update: Based on the preliminary engineering studies, the costs from the feasibility study will be updated.

Task 12.2 Deliverables:

- *Draft TM that summarizes the engineering studies prepared and listed above.*
- *Final TM that incorporates comments from the project team.*

Task 13 **Institutional Agreements (Phase 2 Effort)**

Identify the institutional agreements needed for the River Diversion and Pipeline Alternatives, along with a strategy and timeline for executing them. At this time it is assumed that meetings will be held with WSID, BCID and PID in order to carry forward all of the potential diversion facilities. It is assumed that a total of six (6) meetings will be held with combinations of the following agencies to discuss the foundation for the agreements and next steps:

- Bureau of Reclamation
- WSID, BCID and PID
- Modesto and Turlock

Potential agreements or MOUs that may need to be developed and entered into include:

- Recycled Water Agreement(s) to address the contractual delivery of recycled water from Modesto and Turlock to DPWD, the seasonal storage of recycled water (if necessary), the assignment of water rights to DPWD, and the terms of any cost sharing for the conveyance and/or production of the recycled water. The agreement(s) may also need to address steps on how to proceed when new discharge regulations require treatment upgrades.

- For the river diversion alternative, it is possible that PID, WSID or BCID would continue to own their own facilities, and only a contract with DPWD would be needed. However, a Joint Powers Agreement (JP A) between PID, WSID or BCID and DPWD and any other owners of a modified river diversion facility could be used to address issues such as

ownership shares, the capital cost reimbursement schedule for each owner, the assignment of maintenance costs to each owner, and the basis for the operating and maintenance decision-making process.

- Exchange Agreement or Long-term Warren Act Contract with Reclamation for conveyance and storage of river water in the DMC may be needed depending on the conveyance alternatives implemented through the Program. The Exchange Agreement or Warren Act Contract would enable conveyance of water in the DMC throughout the year, and storage of the water in the San Luis Reservoir.

- Customer agreements with those DPWD customers that will receive recycled water may also be required. The customer agreements would include information on the source of the recycled water, the quality of the recycled water, and the cost of the water.

Deliverables

- *Meeting minutes summarizing the major findings from each meeting*

Task 14 **Water Rights Support (Phase 2 Effort)**

Modesto and Turlock have engaged legal counsel to conduct a preliminary review of applicable water rights issues associated with delivering recycled water to DPWD. As part of this task, further analyses will be undertaken to confirm the water rights necessary to support the proposed delivery of recycled water to DPWD and to develop a specific path forward for obtaining the regulatory approvals necessary for implementation. This will include support in consultations with DFG, NMFS, and SWRCB. It is assumed that each City will retain their legal counsel to prepare the application, and that work under this agreement will provide additional technical analysis and support (e.g. capacity and delivery estimates, environmental analysis, hydrologic modeling, etc.).

Task 15 **Environmental Constraints Analysis (Phase 2 Effort)**

15.1 Develop CEQA and NEPA Strategy

Prepare a strategy for moving forward with preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEP A) documentation. The task will consider the outcomes of the additional engineering studies performed under Task 10 to determine if construction of a pipeline is reasonably foreseeable and to determine the number of diversion facilities to be included in the preferred project. It is assumed that a strategy session will be held with Modesto, Turlock and DPWD to review the CEQA and NEPA options, the risks associated with the options and the document preparation

costs associated with each option. With input from the project participants, a CEQA and NEPA strategy will be identified. A coordination meeting will be held with the U.S. Bureau of Reclamation (USBR) to obtain their concurrence with the proposed strategy for NEPA compliance.

15.2 Aquatic Species Assessment

Analyze potential impacts to aquatic species at the preferred river diversion facility. The results of Subtask 10.2 will be used for the analysis of impacts to the San Joaquin River to determine river flows with and without the project. Impacts on aquatic species will be assessed, based on the potential for the project to adversely affect the ability to maintain established minimum flows in the river. If project diversions would reduce flows below accepted minimums, project operations would be adjusted so as to manage the timing and quantity of diversion so as to avoid adverse effects on aquatic species. Biological Assessment will be prepared for submittal to U.S. Fish and Wildlife Service and NOAA Marine Fisheries. The RMC team will assist USBR in conducting consultation required by Section 7 of the Endangered Species Act.

15.3 Pipeline Corridor Constraints Assessment

Analyze potential environmental issues/fatal flaws along pipeline corridor identified under Task 12. Utilize combination of site visits along proposed corridor, available information in California Natural Diversity Database, and Google map images to assess potential environmental constraints associated with pipeline alternative.

Deliverables:

- *Meeting summary identifying the preferred CEQA and NEPA approach*

Task 16 Stakeholder and Public Outreach (Phase 2 Effort)

The outreach under the Task 8 of the cooperative agreement was a preliminary survey effort that involved a handful of representative landowners and water users to gauge the potential acceptability and key issues of recycled water use. Additional outreach is required to follow-up with previously surveyed landowners. Outreach to other landowners is also necessary to provide more specifics about delivery concepts. Previous efforts did not include discussions about specific water quality requirements and did not include discussions about land access and potential easements along the pipeline corridor.

16.1 Customer Outreach

Additional outreach with DPWD customers to identify the potential customer base, interest in the project, potential storage sites, and to keep customers informed of the project. Follow-up with previously contacted landowners and

outreach to additional landowners.

Deliverables

- *Landowner Surveys of up to 20 landowners*
- *Summary of survey results regarding water quality needs, acceptability concerns and other recycled water use issues within DPWD service area.*

16.2 Public Outreach and Education

Ongoing public education efforts within DPWD service area including developing fact sheet and project newsletter.

Deliverables

- *Fact Sheet*
- *Quarterly Project Newsletter*

Task 17 Project Management (Phase 2 Effort)

Manage Phase 2 of Feasibility Study effort, including coordination and communication among project team and Reclamation. Prepare monthly progress reports and invoices. Maintain project schedule.

17.1 General Coordination, Meetings, and Conference Calls

Schedule and lead regular team conference calls and meetings. Coordinate with project team. Assume monthly team conference calls and up to six coordination meetings.

Deliverables:

- *Kickoff meeting agenda and minutes*
- *Monthly project conference calls*

17.2 Schedule and Budget Management

Maintain project schedule. Manage sub consultants and project team. Prepare monthly invoices and progress reports.

Deliverables:

- *Monthly invoices and progress reports*

Task 18 Prepare Environmental Assessment and Initial Study (Phase 2 Effort)

The scope of this task depends on the outcome of the Develop of the CEQA and NEPA strategy. For the purposes of this proposal, it is assumed that an Environmental Assessment (EA) under NEP A and CEQA Initial Study (IS) are adequate documents and that environmental impacts could be mitigated such that

an EIS and EIR would not be necessary. For budgetary purposes it was also assumed that the EA and IS would be published as a single document and that environmental documentation has already been prepared and is available as a reference for the following:

- Discharge of the recycled water at Modesto and Turlock's permitted locations
- Construction and operation of the river diversion facilities at BCID, PID and/or WSID.

It is thus assumed that the EA/IS would focus on changes in flow regime in the San Joaquin River and operational characteristics of existing facilities, and that construction of new facilities would not need to be addressed in the environmental document. Because construction of new facilities is not required, no potential impacts to cultural resources are expected.

Under optional Task 18, RMC would prepare an EA and IS for the River Diversion alternative. It is assumed that three project alternatives would be evaluated: Alternative 1: No Project Alternative, Alternative 2: Preferred Project Alternative and Alternative 3: to be determined. Alternative 3 will be identified during the CEQA/NEPA Strategy Session, but may include the river diversion alternative that is not selected as the preferred alternative. It is assumed that the primary components for analysis in the EA will include the following:

- Analysis of impacts to the San Joaquin River associated with diverting recycled water at the preferred river diversion facility
- Analysis of noise and air emissions associated with the additional pumping at the preferred river diversion facility
- Analysis of impacts to aquatic species associated with the diversion of recycled water at the preferred river diversion facility.
- Analysis of impacts associated with conveyance of the diverted water in the DMC and storage of the water in the San Luis Reservoir.

18. 1 Prepare Draft EA/IS

Under this task, RMC will provide an administrate draft of the EA/IS to Modesto, Turlock, and DPWD for review. It is assumed that one round of comments will be addressed prior to submitting the document to USBR for their review. RMC will address USBR comments and prepare the document for public distribution.

18.2 Prepare Final EA/IS

RMC will coordinate with Modesto, Turlock, DPWD, and USBR in responding to comments received from the public. A final EA and IS will be issued after public comments are addressed.

Deliverables:

- *Administrative Draft EA/IS*
- *Screencheck Draft EA/IS or USBR review*
- *Draft EA/IS to be issued for public review*
- *Address Public Comments*
- *Issue Final EA/IS*

Task 19 Prepare Environmental Documentation for Pipeline Delivery Alternative (Phase 2 Optional Effort)

Under this task, RMC would either directly prepare or provide coordination and management of an environmental consultant retained by the agencies to prepare CEQA and NEPA documentation for the direct pipeline delivery alternative. The detailed scope and budget for this task is not included in this scope of work, and will be developed following completion of Tasks 10 and 12.

North Valley Regional Recycled Water Project
Phase 2 Budget
(Task Order #1)

Task Order #1 Budget

	Tasks	Total Fee	TO#1 Allocation	TO#1 Total
Task 10 - Modeling work for River Diversion				
10.1	**Modeling Needs Assessment**	$ 28,510	100%	$ 28,510
10.2	**San Joaquin River Modeling**			
10.2.1	Surface Water Modeling	$ 71,830	100%	$ 71,830
10.2.2	Groundwater/Surface Water Interaction Modeling	$ 70,980	100%	$ 70,980
10.2.3	Reporting	$ 13,080	100%	$ 13,080
10.3	**DMC Modeling**			
10.3.1	Coordination with Bureau	$ 10,000	100%	$ 10,000
	Task 10 Subtotal	$ 194,400		$ 194,400
Task 11 - Finalize Title XVI Feasibility Study				
11.1	**Finalize Title XVI Feasibility Study**	$ 26,180	100%	$ 26,180
	Task 11 Subtotal	$ 26,180		$ 26,180
Task 12 - Further Develop Project Alternatives				
12.1	**Confirm Design Criteria**	$ 41,730	50%	$ 20,865
12.2	**Pipeline Alternative**			
12.2.1	Corridor Study	$ 45,100	0%	$ -
12.2.2	Recycled Water Delivery System	$ 32,520	0%	$ -
12.2.3	Pumping and Storage	$ 49,470	0%	$ -
12.2.4	Project Phasing	$ 11,940	0%	$ -
12.2.5	Cost Estimate Update	$ 20,090	0%	$ -
	Task 12 Subtotal	$ 200,850		$ 20,865
Task 13 - Institutional Agreements				
13.1	**Institutional Agreements**	$ 12,940	25%	$ 3,235
	Task 13 Subtotal	$ 12,940		$ 3,235
Task 14 - Water Rights Support				
14.1	**Water Rights Support**	$ 41,480	30%	$ 12,444
	Task 14 Subtotal	$ 41,480		$ 12,444
Task 15 - Environmental Constraints Analysis				
15.1	**Develop CEQA and NEPA strategy**	$ 12,070	0%	$ -
15.2	**Aquatic Species Assessment**	$ 96,690	0%	$ -
15.3	**Pipeline Corridor Constraints Assessment**	$ 45,390	0%	$ -
	Task 15 Subtotal	$ 142,080		$ -
Task 16 - Stakeholder and Public Outreach				
16.1	**Customer Outreach**	$ 22,180	0%	$ -
16.2	**Public Outreach and Education**	$ 13,300	0%	$ -
	Task 16 Subtotal	$ 35,480		$ -
Task 17 - Project Management				
17.1	**General Coordination, Meetings, Conference Calls**	$ 18,650	25%	$ 4,663
17.2	**Schedule and Budget Management**	$ 15,120	25%	$ 3,780
	Task 17 Subtotal	$ 33,770		$ 8,443
Task 18 - Pepare Environmental Assessment/Initial Study				
18.1	**Prepare Draft EA/IS**	$ 50,160	0%	$ -
18.2	**Prepare Final EA/IS**	$ 23,940	0%	$ -
	Task 18 Subtotal	$ 74,100		$ -
	Total	$ 761,280		$ 265,567

October 2011

Exhibit C

North Valley Regional Recycled Water Project
Phase 2 Scope of Work
Funding

RMC Agreement with DPWD for Phase 2 Feasibility Study $761,280

	Without BOR Funding	With 50% BOR Funding
City of Modesto share (58.5%)	$445,349	$222,675
City of Turlock share (41.5%)	$315,931	$157,965
	$761,280	$380,640

Potential Alternative Funding Sources

State of California Planning Grant	($75,000)
Bureau of Reclamation (BOR) In-kind Services	($25,000)
Total Alternative Funding	($100,000)

Funding Needs (RMC Agreement)	$761,280
Potential Alternative Funding	(100,000)
Updated Funding Needs	$661,280

	Without BOR Funding	With 50% BOR Funding
City of Modesto share (58.5%)	$386,849	$193,425
City of Turlock share (41.5%)	$274,431	$137,215
	$661,280	$330,640

CITY OF MODESTO
UTILITY PLANNING AND PROJECTS DEPARTMENT

EMBRACE IT

Date: April 17, 2012

TO: Greg Nyhoff, City Manager

THROUGH: Rich Ulm, Director of Utility Planning and Projects

FROM: Nick Pinhey, Administrative Services

SUBJECT: North Valley Regional Recycled Water Program - City of Ceres

The City of Ceres has requested that it withdraw from the "North Valley Regional Recycled Water Project Collaborative Partnership Memorandum of Understanding" (MOU), which is a foundational agreement for coordinating and allocating costs for the North Valley Regional Recycled Water Program (NVRRWP). This request will have no significant financial impact to the partnership as discussed in this memo.

Background

The NVRRWP MOU was executed on May 5, 2010 between the cities of Modesto, Ceres, Turlock, the Del Puerto Water District and Stanislaus County. The purpose of the MOU is to create a collaborative partnership to advance a project that will deliver tertiary treated recycled water from the cities of Modesto and Turlock's wastewater treatment facilities to the Del Puerto Water District. The MOU also provides for the allocation of costs and the sharing of resources with the City of Modesto acting as the Administrative Agency for the partnership. It should be noted that Stanislaus County is a partner for purposes of coordination and future right-of-way needs, and is not expected to contribute to program costs.

The City of Ceres treats its wastewater through three means: the north Ceres area is treated by the City of Modesto, the southern area by the City of Turlock, and the central area by the City of Ceres. The Ceres wastewater treated by Modesto and Turlock would be part of the NVRRWP project recycled water delivered to the Del Puerto Water District.

The residences and business' in the north Ceres area are equivalent to sewer customers in the City of Modesto's service area with regard to how they are accounted for and charged for service. Each residential and business connection is assessed the same rates as customers in the City of Modesto sewer service area. (It should be noted that the north Ceres area is within the City of Ceres service area and the City of Ceres bills customers in the area for the City of Modesto services.)

In contrast to the Modesto/North Ceres arrangement, the City of Turlock provides service to the City of Ceres via a contractual arrangement where Ceres is not billed per customer unit or connection. Ceres is more like a single point discharger, or somewhat like an industrial customer, connected to the Turlock system.

Cost to the NVRRWP partners is allocated based on the relative flow contribution from each city to the Del Puerto Water District. The wastewater flows from Ceres are a small portion of the total, thus Ceres' financial contribution to the NVRRWP would be relatively minor. Therefore, the financial impact of Ceres' request is not significant.

Rationale for the City of Ceres Request

The City of Ceres is essentially a sewer customer of the Cities of Modesto and Turlock. All sewer customers, or rate payers, for the Cities of Modesto and Turlock will benefit from any revenues generated by the NVRRWP. These revenues would accrue to the Wastewater Fund for each city and help to offset future costs, which would be reflected in the wastewater rates for each city. Sewer customers in the north area of Ceres would benefit similarly to rate payers in the City of Modesto.

Since the wastewater funds of Modesto and Turlock would be used to fund the initial cost shares for the NVRRWP, and the sewer revenues from the City of Ceres accrues to Modesto and Turlock for the areas served by Modesto and Turlock, it makes sense for the City of Ceres to not be assessed for NVRRWP costs - thus the request to withdraw or be released from the NVRRWP MOU.

Process

The process for resignation is provided for in Section 14 of the NVRRWP MOU "Termination of Membership." A member simply submits a written notice requesting termination to the NVRRWP Coordinating Committee thirty days before the effective date of the resignation. There are no refunds for any assessments or costs to the partner agency requesting termination.

The City of Ceres has requested termination per the MOU provision by letter (Attachment).

Impact

The cost allocation to the City of Ceres is small in comparison to the Cities of Modesto and Turlock, as shown below:

Modesto	49.8%
Turlock	43.0%
Ceres	7.2%

Ceres' withdrawal from the partnership will result in the 7.2 percent cost share being spread between Modesto and Turlock evenly.

The real benefit of the City of Ceres participation is that it creates a regional partnership and collaborative effort (see recommendation below).

Next Steps

The MOU should be amended to reflect that the City of Ceres is no longer a partner. The NVRRWP website and "white papers" will also need to be revised. Also, any cost-sharing agreements or allocations for the NVRRWP Phase 2 Feasibility Study will need to be revised accordingly.

Recommendation

It is recommended that the City of Ceres continue to be included as a participant in the NVRRWP, and that they continue to be included in all meeting notices and communications. This is recommended to continue and enhance regional collaboration. The NVRRWP coordinating committee may also want to consider providing for a "stakeholder" status in the MOU for agencies like Ceres (and other service districts served by Modesto and Turlock) to ensure that the collaborative nature of the NVRRWP continues.

Attachment: City of Ceres Letter requesting termination

5H

Council Synopsis

May 8, 2012

From: Allison Van Guilder, Manager
Parks, Recreation and Public Facilities

Prepared by: Carla Mclaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of an application with the Arrowhead Club competitive grant contest for a radio controlled soccer scoreboard to be used at the Turlock Regional Sports Complex

2. DISCUSSION OF ISSUE:

The City of Turlock Parks, Recreation and Public Facilities Division is requesting funding from the Arrowhead Club to purchase a new mobile, radio controlled soccer scoreboard to be used at the Turlock Regional Sports Complex. Currently the City does not have a soccer scoreboard and teams must provide their own scoreboards or use a pad to record the scores of the game. If the City is successful with this grant funding, this mobile scoreboard will be used for tournaments and high school games and will provide a higher quality of play for the teams and spectators.

3. BASIS FOR RECOMMENDATION:

A) City policy requires that the City Council accepts all donations.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

This action places no burden on the current budget. The Arrowhead Club will purchase the scoreboard for the City.

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may choose not to accept the donation for a scoreboard from the Arrowhead Club. This alternative is not recommended as the City does not currently have the additional funds to purchase a mobile soccer scoreboard for the Turlock Regional Sports Complex.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION WITH THE ARROWHEAD CLUB COMPETITIVE GRANT CONTEST FOR A RADIO CONTROLLED SOCCER SCOREBOARD TO BE USED AT THE TURLOCK REGIONAL SPORTS COMPLEX	}	**RESOLUTION NO. 2012-**

WHEREAS, the Turlock Regional Sports Complex does not currently have a soccer scoreboard; and

WHEREAS, teams must provide their own soccer scoreboard or use a pad to record the scores of their games; and

WHEREAS, this new mobile, radio controlled scoreboard will be used for tournaments and high school games; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the submittal of an application with the Arrowhead Club to purchase a radio controlled, mobile scoreboard for the Turlock Regional Sports Complex.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5I

Council Synopsis

May 8, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Jeff Lopes, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds, execution of a grant agreement, and appropriation of funds for the Federal FY 2011-12 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of $34,082

2. DISCUSSION OF ISSUE:

This is the eighth year of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG program is the combination of the former Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs. The City's 2011-12 (based on the Federal fiscal year) JAG allocation is $34,082.

The procedure for allocating JAG funds is a formula based on population and crime statistics in combination with a minimum allocation. The funding is based on the Part One Crime Index. JAG funds can be used to pay for personnel, overtime, and/or equipment used in front-line law enforcement. No local match is required in connection with the expenditure of these funds. Federal funds must be used to supplement existing state and local funds for program activities and must not replace those funds that have been appropriated for the same purpose.

Turlock Police intend to allocate 2012 JAG funds to purchase replacement equipment for front-line law enforcement use. This could take the form of weapons, ballistic vests, radios, or other equipment used by Officers and/or CSOs in need of replacement. The amount requested would be combined with allocated funds to accomplish this goal.

3. BASIS FOR RECOMMENDATION:

A) United States Department of Justice, Office of Justice Programs, requires the application be made public and be reviewed by the City of Turlock City Council, as well as provide an opportunity for public comment.

B) City of Turlock policy requires City Council to approve all agreements.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goals(s): b Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
The amount available for this grant is pending approval by JAG. Therefore, when staff is notified that the application has been accepted and the grant funds awarded, revenue and expenditure accounts will be set up in Fund 266 "Police Grants" to account for the receipt and expenditure of these grant funds. At this time, staff anticipates the entire FY 2011-12 allocation of $34,082 being awarded.

Staff will make the necessary budget adjustments to the City's adopted fiscal year 2012-13 budget when the award is received.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A. Council could decline the request to allocate the JAG Grant funds as requested requiring staff to determine other uses for these funds within the specific program guidelines.

B. Council could decline to accept the JAG Grant funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN ALLOCATION OF FUNDS, EXECUTION OF A GRANT AGREEMENT, AND APPROPRIATION OF FUNDS FOR THE FEDERAL FY 2011-12 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF CRIMINAL JUSTICE PROGRAMS, IN THE AMOUNT OF $34,082	**RESOLUTION NO. 2012-**

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) is a Federal grant program, combining and replacing the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism intended to simplify the administration process for the grantees; and

WHEREAS, the procedure for allocating JAG funds is a formula based on population and crime statistics, based on the Part One Crime Index, in combination with a minimum allocation; and

WHEREAS, Turlock Police Department has been awarded these grant funds to pay for personnel, overtime, equipment, technology, and other materials directly related to the basic, front-line law enforcement functions; and

WHEREAS, the United States Department of Justice, Office of Justice Programs, requires this program to be reviewed and approved by the City of Turlock City Council; and

WHEREAS, no local match is required in connection with the expenditure of these funds; and

WHEREAS, Turlock Police intend to allocate FY 2011-12 JAG funds to purchase replacement equipment for front-line law enforcement use, in the form of weapons, ballistic vests, radios, and/or other equipment used by Officers and/or CSOs which is in need of replacement;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize:

1. Accepting the allocation of funds for the purchase of replacement equipment for front-line law enforcement use; and
2. Executing the Grant Agreement; and
3. Appropriating the grant revenues to the appropriate revenue and expenditure accounts to Fund 266 "Police Services Grants."

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby authorize the City Manager of the City of Turlock, to sign all documents required to apply for and accept these funds on behalf of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012 by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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Council Synopsis

May 8, 2012

From: Roy W. Wasden, City Manager

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a professional services retainer agreement for preparation and filing of 2012-13 claims for State Mandated Cost Reimbursement with Nimbus Consulting Group, LLC, in an amount not to exceed $9,200

2. DISCUSSION OF ISSUE:

Staff is recommending engaging Nimbus Consulting Group, LLC for the preparation and filing of claims for State Mandated Cost Reimbursement. The Professional Services Retainer Agreement sets the maximum compensation at $9,200 for the 2012-13 fiscal year which includes the annual filing of claims currently approved by the State Controller's Office and as well as any new claims approved for filing in 2012-13. The proposed contract contains an extension provision for one additional year at a cost not to exceed $9,200 contingent on the appropriation of funding in the City's 2013-14 budget. The proposed cost for both years is the same as the City paid during 2011-12.

3. BASIS FOR RECOMMENDATION:

This is a specialized activity and staff believes that it is more cost effective and efficient to engage the services of a consultant for this activity.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The proposed cost for the SB 90 services will be included in the proposed 2012-13 budget under the Finance Division of Administrative Services.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Although Staff does not recommend it, the Council could choose not to approve this agreement which would result in not filing the Mandated Cost Reimbursement Claims for the 2012-13 fiscal year as staff does not possess the expertise to prepare these filings.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
NIMBUS CONSULTING GROUP, INC.
for
SB 90 Mandated Claims Filing
CONTRACT NO. 12-005

THIS AGREEMENT is made this 8th day of May, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **NIMBUS CONSULTING GROUP, Inc.**, a California corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for preparation of SB 90 Mandated Claims Reimbursements; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed nine thousand two hundred dollars and no/100^{ths} ($9,200.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 1, 2012 and ending June 30, 2013, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) 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 (b) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to 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 automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

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

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

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

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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

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

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

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect

to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

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

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

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

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

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

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

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

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: **NIMBUS CONSULTING GROUP, INC.**
Lisa M. Voeller, President
2386 Fair Oaks Blvd, Suite 104
Sacramento, CA 95825
PHONE 916-480-9444
FAX 800-518-1385

for CITY: **CITY OF TURLOCK**
ATTN: Marie Lorenzi, Senior Accountant
156 SOUTH BROADWAY, SUITE 110
TURLOCK, CALIFORNIA 95380-5454
PHONE: 209-668-5542 ext 1318
FAX: 209-668-5576

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for one (1) additional one-year term, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. As provided for in Exhibit A, the compensation for the one-year extension (July 1, 2013 through June 30, 2014) will not exceed nine thousand two hundred dollars and no/100^{ths} ($9,200.00). The City's ability to extend the contract for one year is contingent upon the appropriation of funding in the City's 2013-14 fiscal year budget.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk

NIMBUS CONSULTING GROUP, INC.

By: _____

Title: _____

Print name: _____

Date: _____

NIMBUS
Consulting Group

February 23, 2012

Ms. Marie Lorenzi
Senior Accountant
City of Turlock
156 S. Broadway, Suite 110
Turlock CA 95380

Subject: State Mandated Costs Reimbursement (SB 90) Consulting Services Renewal

Dear Ms. Lorenzi:

Nimbus Consulting Group, Inc. is pleased to submit our renewal proposal for providing State Mandated Cost Reimbursement (SB 90) consulting services to the City of Turlock for the 2012-2013 fiscal year. We appreciate the opportunity to have served your agency this fiscal year and look forward to our continued relationship next fiscal year. For fiscal year 2012-2013, we have not increased our fee; it remains the same as the current fiscal year.

Mandate Payments
The 2011-2012 State Budget Act (SB 87) appropriated approximately $50.8 million to pay mandate claims for costs incurred in the 2004-2005 through 2009-2010 fiscal year. Your agency should have received payment for these claims between August and December 2011. As a result of Proposition 1A, 2004, the State is required to either fully fund each mandate for cities, counties and special districts or suspend the mandate's requirements for the fiscal year. We expect the State to pay some of the claims filed on or before February 15th by October 15th, or 60 days after the 2012-2013 State Budget is adopted, whichever is later. In the Governor's January Proposal, approximately $40.8 million is proposed to pay local agencies in FY 2012-2013.

New Claims Scheduled For Filing in FY 2012-2013
It is anticipated that the City can expect to have similar annual claiming opportunities during FY 2012-2013 for costs incurred during FY 2011-2012, and that the State Controller's Office is expected to release claiming instructions for up to four (4) new mandated programs next fiscal year. There is opportunity to file multiple fiscal years for the newly approved previously unfunded mandates. In addition, the Commission on State Mandates is scheduled to hear two (2) new mandates for additional claiming opportunities in FY 2012-2013. If they are approved, this will increase the number of claims your City can potentially file to six (6) mandates. Next fiscal year can be a very busy claiming year.

2386 Fair Oaks Boulevard ▪ Suite 104 ▪ Sacramento ▪ CA ▪ 95825
Office: 916.480.9444 ▪ Fax: 800.518.1385

Exhibit A

Service Agreement

Our records indicate that we executed a contract derived from your agency. We are amenable to sign the same contract, or if it would be less burdensome to amend the current contract and extend another year, we would be pleased to do so.

We Sincerely Appreciate Your Business

Once again, we would like to thank the City of Turlock for choosing Nimbus Consulting Group as your SB 90 service provider. We look forward to working with you and your staff. If you have any questions regarding the enclosed proposal or our services, please contact Cindy Sconce (csconce@nimbuscg.com) or me (lvoeller@nimbuscg.com) at (916) 480-9444 for more information.

Sincerely,

Lisa M. Voeller
President

Enclosure

NIMBUS
Consulting Group

STATE MANDATED COST REIMBURSEMENT (SB 90) CONSULTING SERVICES PROPOSAL

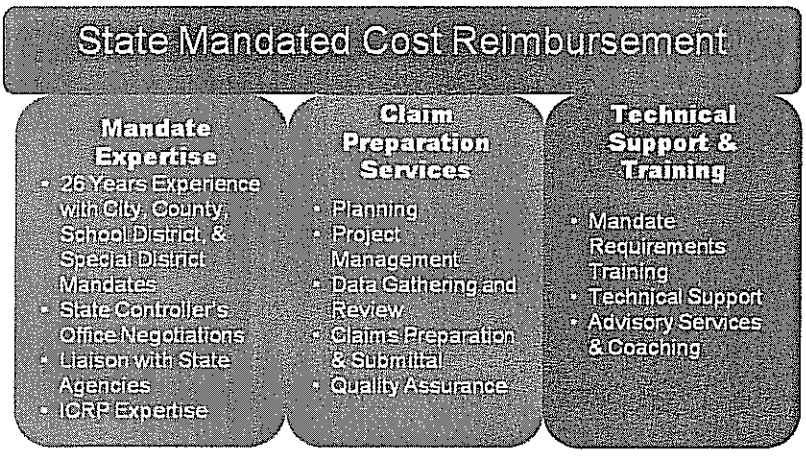
CITY OF TURLOCK

February 23, 2012

NOT ALL COMPANIES ARE THE SAME – WHY YOU SHOULD SELECT NIMBUS CONSULTING GROUP

Nimbus Consulting Group Inc. is an established California corporation and founded by Ms. Lisa Voeller in 1995. Ms. Voeller, formerly a Partner with Deloitte and a President with MAXIMUS Inc., has over 26 years of experience leading consulting businesses. Through the years, Ms. Voeller has focused predominantly on helping all levels of government and found a market need from clients to provide consulting services at a lower cost while providing high quality services they desire. Nimbus Consulting is certified as both a small business and woman-owned business and remains true to its founding principles.

Our consultants consistently provide clients with State Mandated Cost Reimbursement (SB 90) services that meet and exceed their expectations. This success starts with the guiding principles of Nimbus Consulting:



- **Our consultants make every effort to truly know and understand your Agency.** We take time to understand the operations and department needs of our clients, and then we develop justifiable and defendable claims. By being familiar with your agency's operations, our consultants are able to recognize anomalies in the information. Analyzing and obtaining correct information ensures your agency is maximizing its revenue potential while avoiding audit issues.
- **Our senior consultants not only interact with you — they also prepare your claims from start to finish.** We are dedicated to providing the highest quality of service to our clients. We dedicate an experienced senior consultant to perform day-to-day project activities. Each of our senior consultants is an effective project manager with years of government consulting experience and a proven track record of meeting project timelines within budget.
- **We deploy an interactive approach and provide a timeline for iterative reviews.** We employ an interactive, streamlined process that takes into consideration that your staff's time is valuable. We utilize practices that establish systems to track the eligible mandated activity, resulting in high quality claims that meet the unique mandate requirements and are accepted as accurate.
- **Our methodology incorporates a proven quality assurance process.** Our "hands-on" approach to collecting data has been found to be successful in maximizing claim reimbursements. We review all claim requirements and work with our clients to form a mutually agreed upon methodology to track all eligible mandate expenses and incorporate multiple check points.
- **Our consultants are not burdened with corporate overhead and bureaucracies.** Given we are a small business corporation, your agency will receive very close, professional attention to its claiming needs. We seek to build long-term relationships based on mutual trust and respect, so that our clients feel free to seek us out for advice and counsel long after our engagement is complete.

As a result of our philosophy, we have been able to provide our clients with valuable assistance and advice resulting in fulfilled deliverables and long-term relationships.

Our Proposed Staff Are Recognized Experts in State Mandated Cost Reimbursement

Often times, senior consultants are assigned and interact with a client, but behind the scenes, a junior or entry-level consultant is actually preparing your claims. At Nimbus Consulting, we believe in providing an experienced and knowledgeable consultant that is dedicated to your agency not just in name but in practice. We have highly qualified consultants dedicated to this project.

Ms. Cindy Sconce, Senior Project Manager

Ms. Sconce has over 10 years experience in the preparation and filing of State Mandated Cost Reimbursement claims. As a former MAXIMUS Inc. Manager, she has worked with over 150 counties, cities, and special districts preparing and filing SB 90 claims. Her attention to detail and personalized approach to claiming has gained her a reputation in the industry as an outstanding consultant.

Ms. Sconce was a presenter/trainer at the California State Association of Counties (CSAC) SB 90 Service Workshop for over five (5) years. At these workshops, she trained local government officials, staff from the State Department of Finance, and the State Controller's Office on how to file a claim, documentation requirements, and mandates affecting various departments. In addition, Ms. Sconce possesses direct experience in responding to desk reviews and working on field audits with the State Controller's Office.

Ms. Ferlyn Junio, Senior Project Manager

Ms. Junio has been managing and leading State Mandated Costs Reimbursement projects for hundreds of county, city, school districts, and special district clients for nearly 16 years. During her tenure, she has personally prepared claims for over 125 local agencies. As a former MAXIMUS Inc. Vice President, she was responsible for the California local government consulting practice, serving over 300 agencies annually.

Ms. Junio is recognized as one of the key experts in all aspects of claiming and understands the unique filing requirements of each mandate. She was a presenter at the California State Association of Counties (CSAC) SB 90 Service Workshops for 10 years, training State Controller and Department of Finance staff and local agency representatives.

Ms. Junio possesses extensive experience in dealing with the State Controller's Office regarding reviewing and commenting on claiming instructions prior to their release to local agencies, responding to desk review and field audits, and negotiating strategies.

Ms. Lisa Voeller, Program Executive

Ms. Voeller has 26 years of comprehensive consulting experience, including state mandated cost, revenue maximization, and cost analyses and reporting. Ms. Voeller will provide executive guidance throughout the project and technical support. Ms. Voeller has worked with the State of California's Controller's Office, Department of Finance, and many large local government agencies throughout California.

Ms. Voeller has years of extensive consulting experience focused on government revenue optimization, cost reduction, service delivery efficiency, and operational improvement. Previously a President at MAXIMUS Inc., she led the Financial Services Practice which included over 300 SB 90 Projects with local governments and school districts.

We believe effective Project Management is the key ingredient to meeting goals and objectives. Ms. Voeller is a Certified Project Management Professional (PMP) and has decades of experience applying best practice project management tools, techniques, and methods and possesses strong audit practices including cross referencing claiming files.

NIMBUS CONSULTING POSSESSES A PROVEN PROJECT APPROACH

We invest significant time to: (1) understand the unique mandate requirements; (2) follow legislative changes, Commission on State Mandates decisions, and court rulings; and, (3) tailor data gathering tools and techniques to meet each mandate's unique requirements. We use this knowledge to ensure our clients' claims are defendable, high-quality, and optimize revenues through comprehensive costs reimbursement.

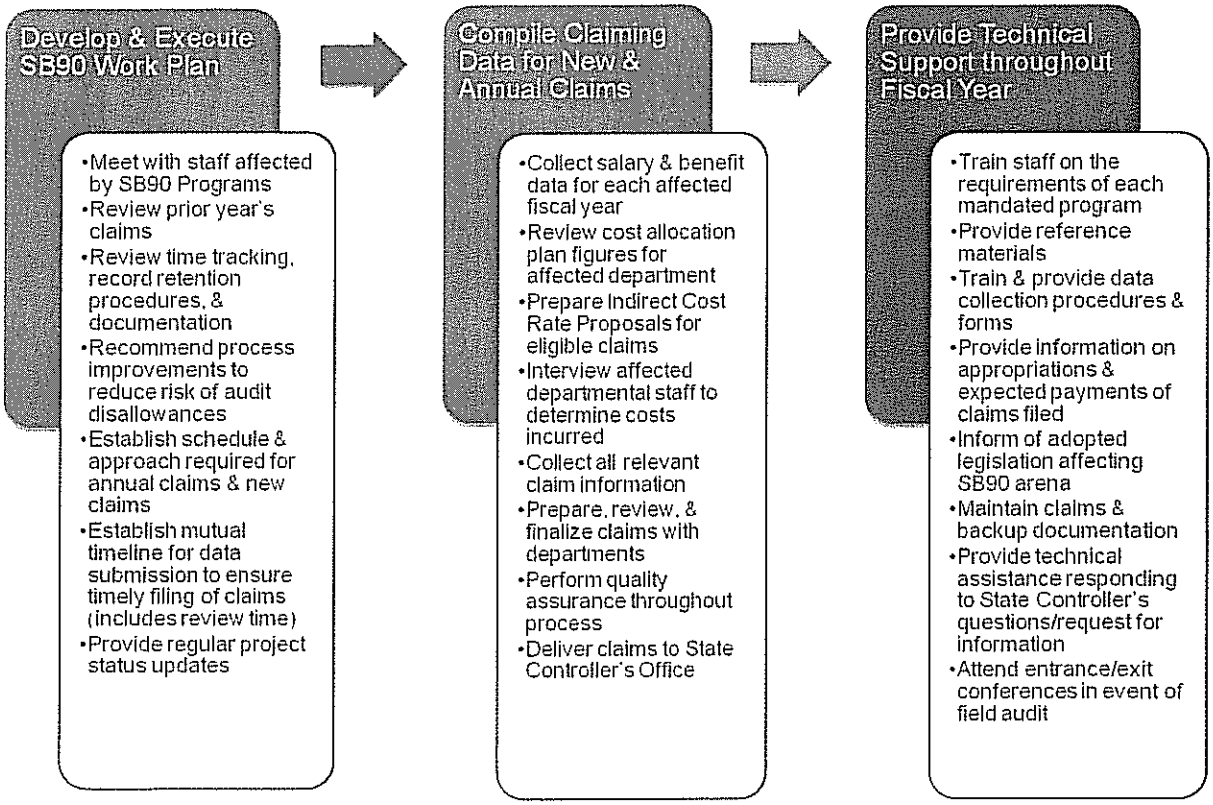
As shown in the graphic, Nimbus Consulting proposes to: (1) develop and execute the SB 90 Work Plan; (2) compile claiming data for all new and annual claims; and, (3) provide technical support throughout the fiscal year. Nimbus Consulting will prepare and file the mandate claims for which claiming instructions are issued during fiscal year 2012-2013. This includes filing the annual claims due February 15, 2013 and any new claims your agency is entitled to file during fiscal year 2012-2013.

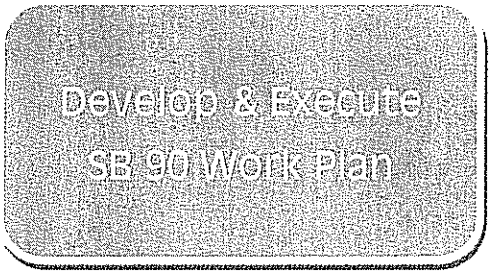
Our comprehensive approach incorporates sound project management and quality assurance throughout the project. To maximize SB 90 claims, we propose the following scope of services.

State Mandated Cost Reimbursement Scope of Services

Upon selection and project initiation, our consultants conduct the following important activities to initiate a successful SB 90 claiming season during fiscal year 2012-2013:

- Quick contract negotiations and execution
- Conduct preliminary discussions and coordination with the SB 90 coordinator
- Create a tailored work plan with timelines to prepare, file, and document claims

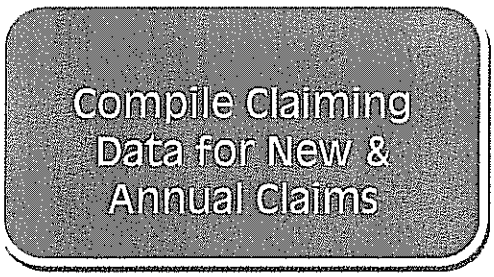




The first major component of our approach and scope of services is to develop and execute the activities documented in the SB 90 work plan tailored for your agency. This serves as a basis for establishing costs for the claim year and to identify any claim nuances. We review the department's time tracking, documentation, record retention procedures, and recommend process improvements to reduce the risk of audit disallowances. If needed, we will provide time tracking forms that meet the State's criteria.

As established in the project work plan, we communicate the schedule and approach required for annual and new claims. The mutual agreeable timelines and due dates for data submission are important to ensure timely filing of claims. Our timeline includes adequate review time for the affected departments.

Throughout the project and claiming season, we provide regular project updates and information on claiming filing dates to keep the City abreast of important SB 90 activities year-round.



The second component of our approach and scope of services is to compile claiming data for all eligible claims. Three categories of data are needed to prepare and file the eligible claims: (1) direct costs; (2) indirect costs; and, (3) supporting documentation required by the State Controller's Office.

Prepare Indirect Cost Rate Proposal(s) (ICRP)

Our consultants may either utilize the ten percent (10%) default ICRP rate allowed by the State Controller' Office or calculate a higher rate if your agency records support such a calculation. To calculate a higher rate, our consultants will request salary and benefit information and an organization chart or documentation detailing the number of FTE by position, within each affected department.

The salary and benefit information may be provided as actual figures or some other method agreed upon by your SB 90 Coordinator and Consultant. If applicable, we obtain the Cost Allocation Plan figures for the affected claiming department which is included in the calculation of the ICRP. We then prepare the ICRP for all eligible claims (new and annual) in accordance with Office of Management and Budget Circular (OMB) 2 CFR Part 225, and as stated in the State Controller Claiming Instructions.

Prepare Annual Claims

Our consultants establish a schedule and approach required to complete all annual claims due to the State Controller's Office by February 15, 2013. This activity includes interviewing the claiming department and determining costs incurred. We work closely with the department to collect, review and compile relevant claiming data for all eligible mandated programs.

A critical aspect incorporated into our approach is our quality assurance process. We incorporate an iterative, quality assurance procedure for all claims prepared.

Claims will be sent to the City for review and approval. Upon signature of the claims, the City acknowledges that Nimbus Consulting has prepared the claims accurately. The final and approved claims are hand delivered to the State Controller's Office.

Prepare New Claims

Our consultants establish a schedule and approach required to complete all new claims for which claiming instructions are issued during the 2012-2013 fiscal year. This activity

includes notifying the claiming department of a new claiming opportunity and initiating a process to educate and compile relevant claiming data.

The methodology and approach to prepare and file new claims is similar to the Annual claims process. After the claims are prepared, they are sent for City review. Upon signature of the claims, the City acknowledges that Nimbus Consulting has prepared the claims accurately. The final and approved claims are hand delivered to the State Controller's Office.

During the third major component of our approach and scope of services, we provide on-going support throughout the contract term to assist in various aspects of the claiming cycle:

- Train staff on the reimbursable component(s) of each mandate.
- Provide reference materials to help educate staff.
- Provide data collection material to assist in tracking costs.
- Inform staff of SB 90 appropriations and expected payments on claims filed.
- Provide pending and adopted legislation, rulings, and/or decisions affecting the SB 90 arena.
- Maintain claims and supporting documentation through the end of the audit window.
- Provide technical assistance responding to State Controller questions and/or requests for information.
- Attend entrance and exit conferences in person or via conference call facilitated by the State Controller's Office in the event of a field audit.

Upon conclusion of the project, our consultants conduct the following project close-out activities:

- Organize all materials and make sure all necessary work papers are available upon request.
- Provide a copy of each claim filed along with supporting documentation required by the State Controller's Office.
- Provide oral and/or written reports to update the SB 90 coordinator on the results of each claiming deadline.
- Provide a claims receipt of claims filed and the dollar amount claimed.
- Provide recommendations for process improvements to optimize claim reimbursement.

State Mandated Cost Reimbursement claiming is a continual process. As such, it is important to maintain all information received from your agency in an organized fashion. Also, with the initiation of an audit three (3) years after the date the actual reimbursement claim is filed, last amended, or the first payment is made (whichever is later), it is crucial that all files remain intact. As part of our internal protocol, data provided to us will be available upon request.

QUALITY ASSURANCE IS INTEGRATED INTO OUR APPROACH

Our methodology integrates a disciplined quality assurance approach which is designed to maximize all claiming opportunities and ensure data accuracy in the filed claims. Our Quality Assurance process is divided into four steps:

- Measurement/Data Acquisition
- Assessment/Oversight
- Data Verification and Usability
- Client Acceptance.

The first step, *Measurement/Data Acquisition,* provides a plan for collecting and analyzing the data received by your agency. During the *Assessment/Oversight* step, our activities include the verification of collecting the appropriate information for each eligible mandate and analysis of the data. This step begins the process to ensure we have collected the appropriate information to support the claims prepared. The third step, *Data Verification and Usability*, outlines the checks and verification activities that are performed to ensure that the collected data meets quality expectations. Included is a procedure to check each claim for: 1) accuracy; 2) validity; 3) continuity of claims filed for similar jurisdictions; 4) discrepancies in the same claim filed the prior year; 5) accurate mathematical calculations; and, 6) supporting documentation is attached per the State requirements. These efforts are performed to minimize the risk of audit exposure. Finally, *Client Acceptance* is a procedure whereby Nimbus Consulting requires acknowledgement that the claims prepared have been reviewed for accuracy and completeness, and approved for submission by the City.

Internally, we review claims prior to the City's review. This process involves: 1) monitor facets of the SB 90 claiming process with checks and balances; (2) confirm scope of services have been completed; 3) account for the filing of all eligible claims; 4) validate all claims filed have the appropriate supporting documentation; and, 5) verify claims that are not filed are documented as to the reason why.

NIMBUS CONSULTING PROVIDES ON-GOING SUPPORT & ASSISTANCE

There are many firms offering similar comprehensive State Mandated Cost Reimbursement services, but their approach to providing the service can be very different. Some firms may view the work as seasonal, and you may not hear from them unless there is an approaching deadline. Other firms offer updates or newsletters, but fail to explain how the information may impact your agency. At Nimbus Consulting, we provide updates and convey whether or not the information will affect your agency. This information is conveyed by having an open line of communication between your SB 90 Coordinator and our consultants year-round.

Mandate Updates

We monitor mandate related activities discussed by the State Legislature and the Commission on State Manadates, so we can prepare our clients for any changes in the State Mandate Cost Reimbursement program. By knowing what to expect, we prepare the City for the arrival of any new mandate and begin the data tracking process, report legislative changes that affect the process, discuss mandate budget allocations, and when to expected mandate payments. We offer instant updates through the use of social media such as Facebook, Twitter, and the Nimbus Consulting Group's blog.

In addition, we provide educational SB 90 mandate updates by posting presentations on **YouTube.com**; these presentations are available to anyone 24 hours a day. To view a video, simply go to www.youtube.com and type in "State Mandate Reimbursement" and look for videos posted by Nimbus SB90.

State Controller's Office (SCO) Liaison Assistance

Our consultants possess extensive experience assisting the SCO in training their staff on the eligible requirements of the SB 90 programs, providing feedback and comment on draft claiming instructions, developing data collection documents, and negotiating mutually acceptable audit findings.

Our experience and direct involvement with prior audits allows our staff to fully understand the audit issues with the various programs and enables us to advise your agency on how to adjust the claiming process accordingly.

If your agency is audited by the SCO, Nimbus Consulting will act as the liaison to resolve the issues. Our staff has been involved in

successfully negotiating the reduction of previous audit disallowances by working with the SCO auditors in determining fair and reasonable alternatives.

PROFESSIONAL FEES

We understand the need to be highly competitive while maintaining the best possible level of service. Nimbus Consulting will complete each element identified in the Scope of Services for which claiming instructions are issued during fiscal year 2012-2013 for a fixed fee of $9,200. If your agency wishes to extend the contract to include fiscal year 2013-2014, Nimbus Consulting would be pleased to complete the work for a fixed fee of $9,200.

Fiscal Year of Work	Fixed Fee Amount
2012-2013	$9,200
2013-2014	$9,200

The SB 90 process is an on-going, year-round event. The tracking of costs is a continual process and supporting documentation is vital to sustain the general fund revenue received.

Method of Payment

Nimbus Consulting Group will invoice in two installments during fiscal year 2012-2013:

- Fifty percent (50%) on August 1
- Fifty percent (50%) on January 1

If the City decides to extend the Scope of Service to include fiscal year 2013-2014, the invoice schedule for the second year of work would follow the same schedule as listed above.

Payments are due thirty (30) days after the date of invoice. If these payment terms are not acceptable to the City, we would be pleased to discuss other reasonable alternatives.

CLAIM FORM

(Please type or print)

RECEIVED
APR 23 2012
City of Turlock
Administrative Services

5K

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

CLAIM AGAINST: CITY OF TURLOCK (POLICE)
(Name of Entity)

Claimant's name: KARMJIT SINGH

SS#: [redacted] **DOB:** 06-09-71 **Gender:** Male ✓ Female ___

Claimant's address: 9242 TROTTER WAY TURLOCK CA 95380

Claimant's Telephone Number(s): 209-202-4424

Address where notices about claim are to be sent, if different from above: SAME AS ABOVE

Date of incident/accident: 03-29-2012

Date injuries, damages, or losses were discovered: 04-02-2012

Location of incident/accident: 927 LAVON NEW LANE, TURLOCK, CA 95380

What did entity or employee do to cause this loss, damage, or injury? BROKE INTO MY HOUSE, DAMAGE FRONT DOOR, SIDE DOOR, FRONT PATIO, FENCE BROKEN, GARAGE DOOR
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? DO NIT KNOW NAMES

What specific injuries, damages, or losses did claimant receive? NONE

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $2500 - $3000

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) [see Government Code 910(f)].
Please check one box: Limited: ☐ DOES NOT EXCEED $25,000 Unlimited: ☐ EXCEEDS $25,000

How was this amount calculated (please itemize)? ___

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 04/22/12 **Signature:** Karmjit Singh

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

RECEIVED

APR 16 2012

Office of the City Clerk

CLAIM FORM

(Please type or print)

52

CITY OF TURLOCK INC. 1908

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Dana Rene

SS#: [redacted] DOB: 6/9/67 Gender: Male ___ Female ✓

Claimant's address: PO Box 2546 Turlock 95380

Claimant's Telephone Number(s): (209) 589-6824 message #

Address where notices about claim are to be sent, if different from above: Same

Date of incident/accident: 3-26-12 AM 8:30

Date injuries, damages, or losses were discovered: 3-26-12 / Busted my oil pa.

Location of incident/accident: Thor & Eastave

What did entity or employee do to cause this loss, damage, or injury? Dip in Road, Busted Bottom part of my Bmw 325i.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Turlock Street

What specific injuries, damages, or losses did claimant receive? I Have a Estimated Quote Same Day of Incident
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed: 1,000

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) [see Government Code 910(f)].

Please check one box: Limited: ☑ DOES NOT EXCEED $25,000 Unlimited: ☐ EXCEEDS $25,000

How was this amount calculated (please itemize)? Car Expo Quote, Monals Quote.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 4-10-2012 Signature: Dana Rene

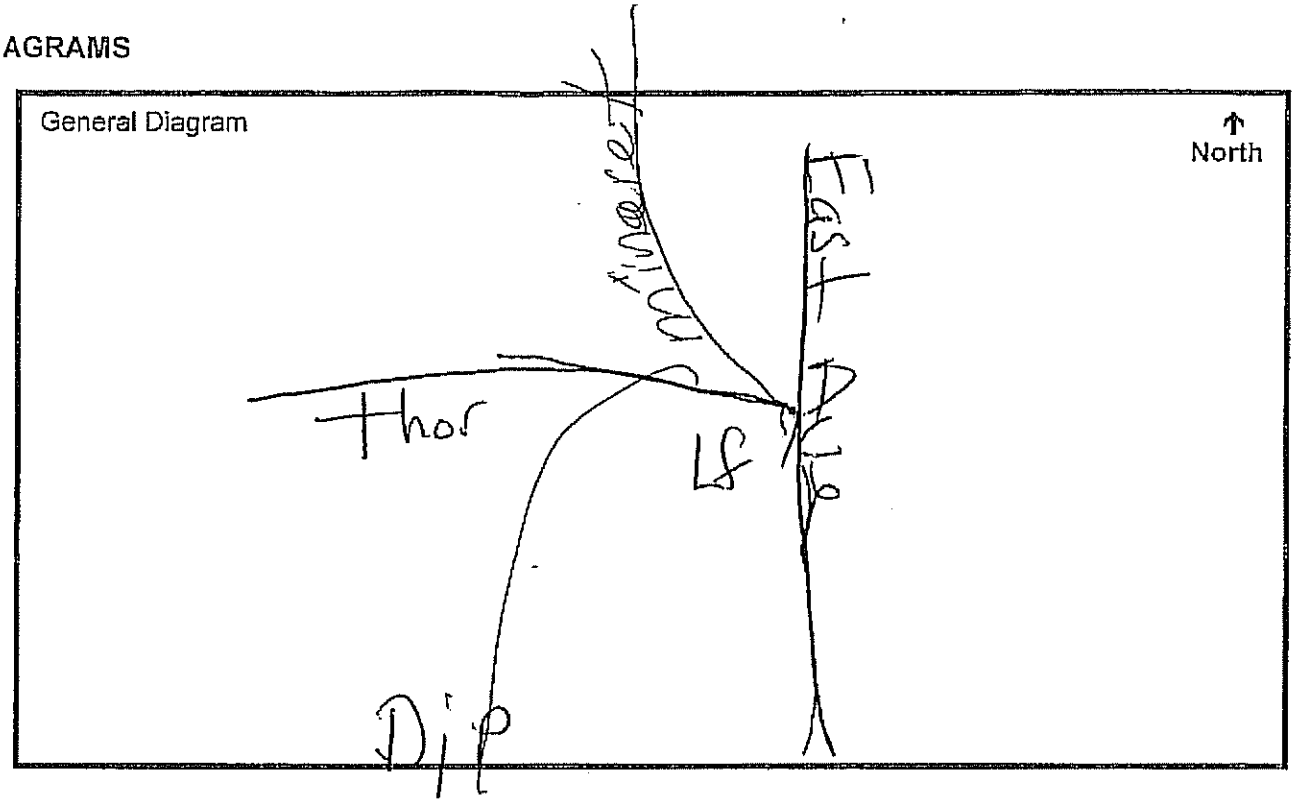
If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

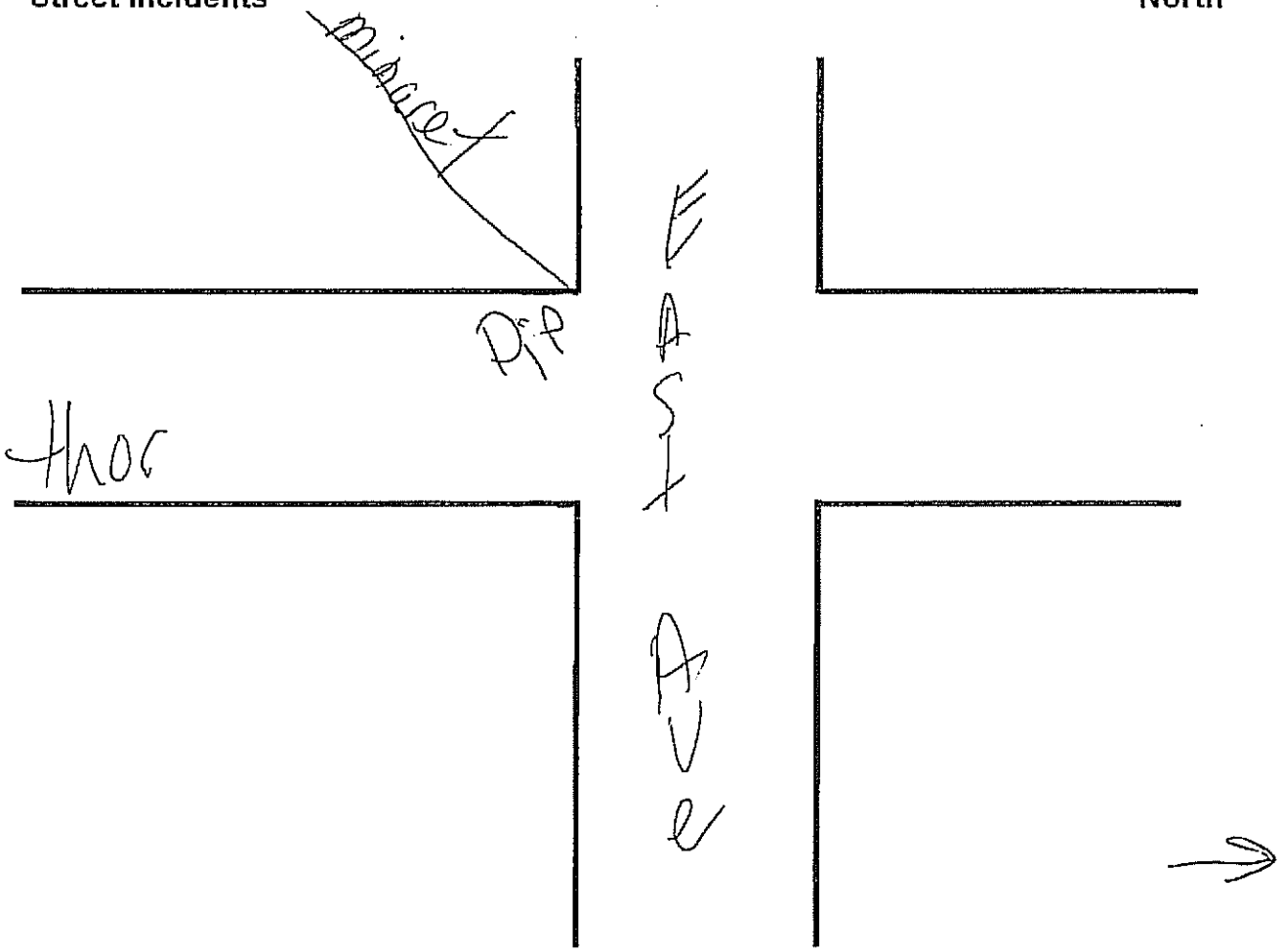
Relationship to Claimant _____

DIAGRAMS



Street Incidents

North



I Have 100 yrd Radious pictures of incedent. if needed THANK YOU

Mrs. Rine

209 589-6824

PS. merging on to Thor to TURN Rg on to minaret Dip Sign is Covered By Tree unable to See I Have photo's if needed

MRS. Rine

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 7, ARTICLE 9, SECTION 03, ENTITLED "SOLICITATION OF MOTORISTS PROHIBITED"	ORDINANCE NO. -CS

WHEREAS, the United States Court of Appeals for the Ninth Circuit has ruled that an ordinance similar to this is a facially unconstitutional restriction on speech because it does not constitute a reasonable regulation of the time, place, or manner of speaking.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. REPEAL: Title 4, Chapter 7, Article 9, Section 03 is hereby repealed in its entirety.

SECTION 2. 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 3. 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 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 8th day of May, 2012.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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

7A

Council Synopsis

May 8, 2012

From: Michael G. Pitcock, PE, Director of Development Services

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

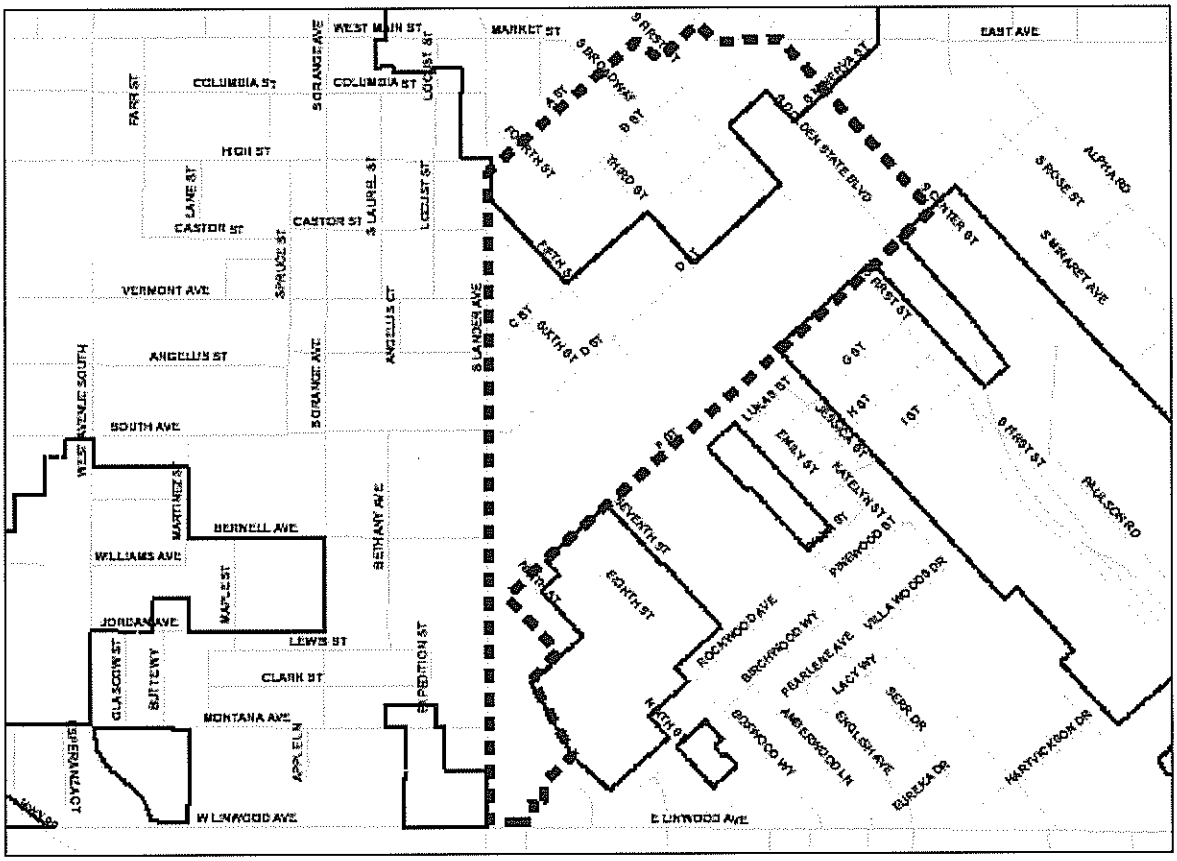
Motion: Determining whether a change in the 200 bed cap on emergency shelter beds in the SB 2 Emergency Shelter Overlay District is required and, if necessary, increasing the cap

2. DISCUSSION OF ISSUE:

The City of Turlock adopted the *2007-14 Housing Element* on January 10, 2012. The Housing Element was subsequently certified by the State Housing and Community Development Department on March 23, 2012. One of the most sweeping changes contained in the new document came with the enactment of Senate Bill 2 in 2007. This bill required the City of Turlock amend its Zoning Ordinance to provide a nondiscretionary permitting process to allow year-round emergency homeless shelters in a zoning district or districts. The City adopted TMC 9-4-200ART in response to this new requirement which establishes the standards and process for establishing an emergency homeless shelter within the overlay zoning district shown in Figure 1 on the following page.

The SB 2 zoning overlay district is roughly bounded by A Street on the north, Center and F streets on the east, and Linwood on the south, and Lander on the west. The boundary encompasses 171 properties. Changes in the ordinance were also made to all districts to specify a Conditional Use Permit process for all zoning districts, including the Downtown Districts. This would mean that only within the zoning overlay district would a nondiscretionary permitting process apply.

Figure 1
Zoning Overlay District Boundary



The ordinance was adopted with a cap on the number of beds that would be allowed in the overlay district under the expedited permitting process. Once that cap is exceeded, applicants would need to follow the appropriate permitting process identified for the underlying zoning, typically a Conditional Use Permit. The cap was initially set at 200 beds based on a needs assessment contained within the Housing Element and the public testimony received during the adoption of the ordinance.

In order to address concerns expressed by the State Housing and Community Development Department, the City agreed to establish a process to annually review the cap through a formal public hearing process (see TMC section below).

9-4-203 District cap on number of beds that may be permitted.

The Turlock City Council shall establish the cap on the number of beds that may be permitted under this nondiscretionary permit process. The cap shall be reviewed annually by the Turlock City Council at a formal public hearing.

The public review process is being coordinated with the public review process for the Housing Services Division's Annual Action Plan which also addresses the needs of homeless individuals in the City. The hope is that combining the two processes will provide a better opportunity for the public to provide input on the SB 2 bed cap.

Currently, 98 emergency shelter beds have been permitted under the SB 2 emergency shelter permits. Of those permitted, 49 beds are currently operating in the overlay zoning district.

The community meetings for the Annual Action Plan are scheduled to be held on April 25 and 26. Because these meetings will occur after the deadline for this staff report, staff will provide a verbal report on any testimony received on the SB 2 cap during the agenda item.

3. BASIS FOR RECOMMENDATION:

TMC 9-4-203 requires the City Council to annually review the cap on the number of emergency shelter beds in the SB 2 emergency shelter overlay district. Currently the cap is set at 200 beds.

Strategic Plan Initiative F: POLICY INITIATIVE – INTELLIGENT, PLANNED, MANAGED GROWTH

Our Master, General and Specific Plans reflect the long-term vision and foresight of City Council and staff to ensure that the growth of our City, infrastructure and services evolve in a deliberate, guided, intentional manner.

Goal(s): d. Provide for housing diversity

(i) Include affordable housing

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines.

7. ALTERNATIVES:

A. The City Council may increase the cap on the number of emergency shelter beds in the SB 2 zoning overlay district.

B. The City Council may choose to leave the cap on the number of emergency shelter beds in the SB 2 zoning overlay district at its current level of 200 beds.

7B

Council Synopsis

May 8, 2012

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

Prepared by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Fiscal Year 2012-2013 Annual Action Plan for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the Annual Action Plan to HUD, and authorizing the City Manager or designee to execute all related and necessary documents

Motion: Approving the annual funding agreements between the City of Turlock and each of the seven (7) HOME Consortium sub-recipients for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 for FY 2012 in the amount of $568,043.79 as outlined in the Consortia Annual funding agreements as Exhibit A

Motion: Approving the agreements between the City of Turlock and each of the six (6) funded non-profit Public Service Agencies in the amount of $70,000 as described in Exhibit B

2 DISCUSSION OF ISSUE:

The City of Turlock serves as the lead agency in the development of the Annual Action Plan for the City's CDBG funds as well as the Turlock/ Stanislaus County HOME Consortium. The Annual Action Plan is the annual update to the City's Consolidated Plan. The Annual Action Plan outlines the resources anticipated to be available and specifies the activities proposed to be undertaken during the fiscal year which covers the time period of July 1st through June 30th of each year. Resources and activities are selected specifically to address the priority needs outlined in the Strategic Plan. The City attempts to address each affordable housing, homeless and non-housing priority need through the implementation of City services and programs and/or the formation of partnerships with other governmental jurisdictions and non-profit organizations.

The City is prepared to submit to HUD the proposed Annual Action Plan for FY 2012-2013, see attached Resolution. HUD has awarded the City of Turlock $483,385 in CDBG funds and City of Turlock/County of Stanislaus Consortium $854,260 in HOME funds for FY 2012. The Annual Action Plan covers the proposed activities, revenue and expenditures for the CDBG and HOME funds. Staff proposes to continue the existing First Time Homebuyers Program, Housing Rehabilitation Program, funding for public service programs, affordable housing activities, pubic improvements, fair housing activities and staff time for the mobile home park rent subsidy program. With this May 8, 2012, public meeting, a total of three meetings will have been held.

The City of Turlock is the lead agency for the City of Turlock/Stanislaus County HOME Consortium whose members include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus unincorporated areas. The existing three year agreement for 2010-2013 requires that a yearly sub-recipient agreement be approved, see Exhibit A. The yearly agreement outlines the amount of HOME funds the sub-recipients will receive and that they will comply with all HUD HOME regulations. Total funding for the seven sub-recipient agreements is $568,043.79.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

c. ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus

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 Annual Action Plan provides the vehicle to obtain the federal funds for the proposed activities. Staff recommends approval of the Annual Action Plan, sub-recipient and non-profit agreements.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the city's general fund budget. Proposed FY 2012 activities will be funded with CDBG and HOME Consortium funds and have been included in the City's Budget in Fund 255-41-485 CDBG and 256-41-486 HOME Consortia.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

If City Council chooses not to approve the proposed Annual Action Plan, The City of Turlock and the HOME Consortium will not receive funding for FY 2012-2013.

ANNUAL FUNDING AGREEMENT
DESIGNATING PATTERSON
AS A SUB-RECIPIENT OF HOME INVESTMENT
PARTNERSHIP PROGRAM FUNDS
FISCAL YEAR 2012-2013

THIS AGREEMENT is made and entered into this 8th day of May 2012, by and between the **CITY OF TURLOCK**, hereafter called "CITY" and the **XXXXXXXXXXXX**, hereinafter called "PATTERSON."

W I T N E S S E T H:

WHEREAS, PATTERSON has entered into a Cooperative Agreement as a member of the Stanislaus Urban County for HOME funds to the United States Department of Housing and Urban Development (HUD) and as such makes PATTERSON eligible to participate and a member jurisdiction in the HOME program; and

WHEREAS, the CITY and the Stanislaus Urban County have entered into a Cooperative Agreement to form the City of Turlock/Stanislaus County HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the CITY serves as the lead agency of the Consortium, designated by HUD as the HOME Program Participating Jurisdiction; and

WHEREAS, the CITY and PATTERSON have determined that it is mutually beneficial to have CITY disburse HOME funds for HOME-eligible activities in PATTERSON; and

WHEREAS, PATTERSON must be designated a HOME Sub-recipient in order to directly execute contracts for HOME-funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, PATTERSON shall be designated as a HOME Sub-recipient for 2012-2013 fiscal year funds for the purpose of administering HOME-eligible activities in PATTERSON, the funds for which shall be disbursed by the CITY. The maximum amount of fiscal year 2012-2013 HOME funds covered by this Agreement shall be xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx program; $xxxxx administration). In the event that HUD reduces the HOME allocation to the Consortium, PATTERSON's allocation will be reduced proportionately.

2. PATTERSON acknowledges that there is a timeliness deadline in the expenditure of the allocated funds. Failure to expend the funds in a timely manner as set forth in the City of Turlock/Stanislaus County HOME Consortium Policies and Procedures may result in funds being redirected to other Consortium activities.

3. Activities - PATTERSON will be responsible for administering Fiscal year 2012-2013 HOME funds grant in a manner satisfactory to the CITY and consistent with the standards, policies and procedures required as a condition of providing these funds.

Such program will include the following activities eligible under the HOME Investment Partnership Grant Program (HOME).

a. Activity #1- Funding will be provided for down payment assistant for income eligible families and persons who fulfill the criteria of the HOME program.

b. Activity #2- Funding will be provided for repairs and rehabilitation of homes of income eligible persona and families who meet the program criteria of the HOME program.

c. Activity #3 – Development and/ or construction of affordable housing units in accordance with HOME guidelines.

4. PATTERSON agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between PATTERSON and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction. The form of the contract shall be approved by CITY in advance of its execution. A copy of all contracts for HOME-funded activities shall be sent to the CITY.

5. PATTERSON agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505.

6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to PATTERSON and CITY as follows:

PATTERSON	**CITY**
Rod B. Butler, City Manager	Maryn Pitt, Manager Housing Program Services Division
1 Plaza Patterson, CA 95363 (209) 895-8020	156 South Broadway, Suite 140 Turlock CA 95380 209-668-5610

7. This Agreement shall be in effect until June 30, 2013, or until all fiscal year 2012-2013 HOME funds allocated to PATTERSON are disbursed to PATTERSON or for the duration of any regulatory agreement executed in conjunction with a project financed with fiscal year 2012-2013 HOME funds, whichever is longer.

8. CITY and PATTERSON shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, CITY and PATTERSON will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.

9. CITY and PATTERSON will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by CITY.

10. PATTERSON agrees that program income and assets will be retained by PATTERSON and must be accounted for and kept separately from other funds in compliance with HOME regulations.

11. Loan repayments, interest or other return on PATTERSON's investment of HOME funds disbursed through this contract shall be collected by PATTERSON and may retain payments for future activities funded with HOME funds in accordance with HOME regulations.

12. PATTERSON shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.

13. PATTERSON agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.

14. PATTERSON shall be responsible for conducting the environmental review of any project assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the CITY for CITY's review, approval and formal acceptance.

15. PATTERSON agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to CITY and PATTERSON pursuant to this contract.

    a. Deny any services or other benefit provided under the program or activity;

    b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;

    c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;

    d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by other receiving any service or benefit under the program or activity;

    e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or

    f. Deny an opportunity to participate in a program or activity as an employee.

16. If PATTERSON withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at PATTERSON's request and with HUD approval CITY shall transfer to PATTERSON any accounts receivable attributable to PATTERSON's allocation of HOME funds, any PATTERSON allocation of HOME funds, and any Program Income attributable to PATTERSON's HOME allocation on hand at the time PATTERSON withdraws from the Consortium. Along with this transfer, PATTERSON shall assume all obligations and responsibilities attributable to such funds.

17. If PATTERSON withdraws from the Consortium and does not become a HOME Participating Jurisdiction, CITY shall retain any accounts receivable attributable to PATTERSON's allocation of HOME funds, any PATTERSON allocation of HOME funds, and any Program Income attributable to PATTERSON's HOME allocation on hand at the time PATTERSON withdraws from the Consortium. CITY shall retain all obligations and responsibilities attributable to such funds.

18. As specified in 24 CFR Part 85.43 breach of this Agreement may result in the suspension or termination of PATTERSON as a sub-recipient of HOME funds.

19. Uniform Administration Requirements. Insofar as they are applicable to activities conducted hereunder, PATTERSON agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments", with Revised Circular A-102, "Grants and Cooperative Agreements with State and Local Governments", and 24 CFR Part 85 (the "common rule"), "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".

20. Financial Management - Refer to Federal regulations 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075.

21. *Accounting Standards* - PATTERSON agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

22. *Auditing* - PATTERSON shall retain all books, records, and other documents to this contract for five (5) years after reconveyance and affordability period whichever is longer. The U.S. Comptroller General and his representatives are vested with the authority to examine any records of PATTERSON [or Contractor] or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and interview any officer or employee of PATTERSON [or Contractor] or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions. Additionally, HOME provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of PATTERSON or its subcontractors working on this contract. PATTERSON is advised that any representatives of an appropriate Inspector General appointed have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors, or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of PATTERSON plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by PATTERSON within thirty (30) days after receipt by PATTERSON. The CITY shall have, in addition to any other audit or inspection right in this contract, all the audit and inspection rights

contained in this section.

23. *Close-outs* - PATTERSON obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that PATTERSON has control over HOME funds.

24. *Compliance* - PATTERSON shall comply with current HUD policy concerning uniform administrative requirements and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this agreement. (Refer to 24 CFR Part 85).

25. *OMB Standards* - Unless specified otherwise within this agreement, PATTERSON shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

26. Land Covenants - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, PATTERSON shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the PATTERSON and the United States are beneficiaries of and entitled to enforce such covenants.

    PATTERSON, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

27. Architectural Barriers Act of 1968 - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to PATTERSON by the CITY under this contract will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".

28. Section 504 - PATTERSON agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

29. Affirmative Action - *Approved Plan* - PATTERSON agrees that it shall be committed to carry out pursuant to the applicable provisions of HOME regulations Section 92.351 the Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

30. *Women and Minority-Owned Businesses (W/MBE)* - PATTERSON will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. PATTERSON may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

31. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement* - PATTERSON, in all solicitations or advertisements for employees placed by or on behalf of PATTERSON, state that it is an Equal Opportunity or Affirmative Action employer. (Refer to Home regulations 92.505, 41 CFR 60, Executive Orders 11246, 12086, 12 U. S. C. 1701 U.

32. Public notices, job vacancies should be published in minority publications whenever possible.

33. *Prohibited Activity* - PATTERSON is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

34. No member, officer, or employee of the CITY or PATTERSON or their designees or agents, including employees and officers of community and advisory agencies that assist PATTERSON in developing the projects, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under the grant. PATTERSON agrees to incorporate or cause to be incorporated in all its agreements with its designees or agents, and including the above described groups, and in all agreements, contracts and subcontracts for work to be performed in connection with the program assisted under the grant, including agreements with PATTERSON as defined in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

35. *Labor Standards* - HOME requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts that that are in excess of $2,000 for construction, alteration or repair (including painting and

decorating).

36. *Prevailing Wage* - PATTERSON will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act. Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

37. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.

38. *General.* Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.

39. The CITY may, at its discretion, complete a salary comparability study within the intent of OMB Circular A-87, Paragraph 10(a).

40. "Section 3" Clause - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY. PATTERSON certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. PATTERSON further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

41. The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

42. PATTERSON further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

43. PATTERSON certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

44. Notifications - PATTERSON agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

45. Subcontracts - PATTERSON will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD. PATTERSON will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

46. PATTERSON shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.

47. PATTERSON agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.

48. PATTERSON agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to CITY and PATTERSON pursuant to this contract.

49. To comply with the HOME regulation that funds be spent within 15 days of disbursement, PATTERSON shall request reimbursement of expenditures.

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

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CITY OF PATTERSON

By: _____
XXXXX, City Manager

APPROVED AS TO FORM:

By: _____
XXXX, City Attorney

City of Turlock/Stanislaus County HOME Consortium

Fiscal Year 2012-2013

Grant Allocation $854,260

Consortium Members		Allocations
City of Ceres	$	85,368.00
City of Hughson	$	-
City of Newman	$	84,482.00
City of Oakdale	$	73,626.00
City of Patterson	$	77,775.00
City of Turlock	$	108,103.00
City of Waterford	$	79,343.00
Stanislaus County (Unincorporated)	$	131,998.00
CHDO (15% of grant)	$	128,139.00
Administration (10% of grant)	$	85,426.00
	$	854,260.00

Administration (10% of grant)		
City of Ceres	$	5,552.69
City of Hughson	$	-
City of Newman	$	5,552.69
City of Oakdale	$	5,125.56
City of Patterson	$	5,125.56
City of Turlock	$	7,261.21
City of Waterford	$	5,125.56
Stanislaus County (Unincorporated)	$	8,969.73
City of Turlock Consortium Admin	$	42,713.00
	$	85,426.00

Rev. 2/9/2012

City of Turlock/Stanislaus County HOME Consortium

Fiscal Year 2012-2013

Grant Allocation $1,386,780.00

Consortium Members		Allocations
City of Ceres	$	85,368.00
	$	5,552.69
	$	**90,920.69**
City of Hughson	$	-
(No allocation for 2012-2013)	$	-
	$	**-**
City of Newman	$	84,482.00
	$	5,552.69
	$	**90,034.69**
City of Oakdale	$	73,626.00
	$	5,125.56
	$	**78,751.56**
City of Patterson	$	77,775.00
	$	5,125.56
	$	**82,900.56**
City of Turlock	$	108,103.00
	$	7,261.21
	$	42,713.00
	$	**158,077.21**
City of Waterford	$	79,343.00
	$	5,125.56
	$	**84,468.56**
Stanislaus County (Unincorporated)	$	131,998.00
	$	8,969.73
	$	**140,967.73**
CHDO (15% of grant)	**$**	**128,139.00**
Total Grant Allocation	$	854,260.00

Rev. 2/9/2012

AGREEMENT
between
CITY OF TURLOCK
And
«Organization»
for
Public Services through the Community Development Block Grant (CDBG) Program
CONTRACT NO. «ContractNo»

THIS AGREEMENT is made this _____th day of _____, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, as the implementer of the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, hereinafter referred to as "CITY" and **«Organization»** hereinafter referred to as "ORGANIZATION."

W I T N E S S E T H:

WHEREAS, CITY has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and

WHEREAS, the CITY wishes to engage the ORGANIZATION to assist the CITY in utilizing such funds; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICE: The ORGANIZATION will be responsible for administering a CDBG 2012/2013 «ProjectName» Public Service Program in a manner satisfactory to the CITY. The Public Service Program shall be provided in accordance with the standards required as a condition of providing these funds and in accordance with Exhibit A attached hereto and incorporated herein by reference.

(a) National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The ORGANIZATION certifies that the activity carried out under this Agreement will meet the National Objective specified in Exhibit A.

(b) Levels of Accomplishment-Goals and Performance Measures: The ORGANIZATION agrees to provide levels of program services specified in Exhibit A.

(c) Staffing: The ORGANIZATION agrees to provide levels of staffing for the program as specified in Exhibit A.

OK for Agenda

(d) Performance Monitoring: The CITY will monitor the performance of the ORGANIZATION against goals and performance standards as state in Exhibit A. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the ORGANIZATION within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

2. COMPENSATION: ORGANIZATION shall be paid a total consideration of xxxxx Thousand and no/100ths Dollars ($«Amtfunded»), for full performance of the Public Services specified under this Agreement, in conformity with the approved program proposal and budget document which is attached to this Agreement as Exhibit A. The CITY may require a more detailed budget breakdown than the one provided in Exhibit A and the ORGANIZATION shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY. Any amendments to the budget must be approved in writing by both the CITY and the ORGANIZATION. ORGANIZATION agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Payment:

(1) Funds will be dispersed on a draw basis as costs are incurred and can be drawn at 25% or more intervals. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit A and in accordance with performance.

(2) The request for draw will be accompanied by documentation of the costs which would include such information as invoices, time cards. The request will also include data of the persons served through the program including but not limited to income, race/ethnicity, and statistics data required by HUD. First Draw can be requested after October 1, 2012. Final draw must be requested before July 30, 2013.

(3) Payments may be contingent upon certification of the ORGANIZATION'S financial management system in accordance with the standards specified in 24 CFR 84.21.

(4) ORGANIZATION shall notify CITY in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

3. TERM OF AGREEMENT. The Services of ORGANIZATION are to commence on July 1, 2012, and end on June 30, 2013, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. The point of contact for CITY shall be the City of Turlock, Housing Program Services Division, 156 South Broadway, Suite 250, Turlock, California, 95380.

4. GENERAL CONDITIONS. The ORGANIZATION agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the ORGANIZATION does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the ORGANIZATION does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The ORGANIZATION also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided for under this contract. The ORGANIZATION further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(a) ORGANIZATION agrees to submit quarterly program status reports to CITY, and other reports as may be required by CITY.

(b) ORGANIZATION agrees to maintain racial, ethnic, gender, head of household and family size data showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to CITY quarterly.

(c) ORGANIZATION agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited.

(d) ORGANIZATION agrees that CITY or any authorized representative has access to and the right to examine all records, books, papers or documents related to the program/scope of services project.

(e) ORGANIZATION agrees to provide to CITY at ORGANIZATION's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by ORGANIZATION, including the distribution of Community Development Block Grant Funds for fiscal year 2012/2013 to be delivered to CITY by October 1, 2014 or within 30 days of receipt of ORGANIZATION's audited financials.

(f) ORGANIZATION hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of ORGANIZATION who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or subagreement, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

(g) The undersigned persons signing as officers on behalf of ORGANIZATION, a party to this Agreement, hereby severally warrants and represents that said persons have authority to enter into this Agreement on behalf of said ORGANIZATION and to bind the same to this Agreement, and, further that said ORGANIZATION has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

(h) CITY shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by ORGANIZATION, its staff or clientele, and ORGANIZATION hereby agrees to defend, hold harmless and indemnify CITY from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release ORGANIZATION from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

(i) Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another.

ORGANIZATION is not an employee of CITY and is not entitled to any of the rights, benefits, or privileges of CITY employees, including but not limited to medical, unemployment, or Workers' Compensation insurance.

5. **OTHER PROVISIONS.**

(a) During the performance of this Agreement, ORGANIZATION agrees as follows:

(1) ORGANIZATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. ORGANIZATION shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, sexual orientation, familial status, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ORGANIZATION agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of ORGANIZATION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(b) EQUAL OPPORTUNITY IN PARTICIPATION. Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with CITY policy and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.602 issued pursuant to this section.

(c) Civil Rights

(1) Compliance. The ORGANIZATION agrees to comply with the civil rights laws of the State of California and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086

(2) Nondiscrimination. The ORGANIZATION agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

(d) BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOW/MODERATE INCOME RESIDENTS. ORGANIZATION will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

(e) DRUG-FREE WORK PLACE. Organization will maintain a drug free work place and will comply with all applicable Federal, State and local laws pertaining to a drug-free work place.

(f) PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

6. CITY RECOGNITION. The ORGANIZATION shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the ORGANIZATION will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

7. ADMINISTRATIVE REQUIREMENTS.

(a) Financial Management

(1) Accounting Standards. The ORGANIZATION agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilized adequate internal controls, and maintain necessary source documentation for all costs incurred.

(2) Cost Principles. The ORGANIZATION shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organization," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State, Local and Indian Tribal Governments," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(b) Documentation and Record Keeping.

(1) Records to be maintained. The ORGANIZATION shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity component of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(2) Retention. The ORGANIZATION shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY'S annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration

of the four-year period, whichever occurs later.

(3) Client Data. The ORGANIZATION shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request. The ORGANIZATION understands that client information collected by the ORGANIZATION in performing services under this agreement is private and the use of disclosure of such information, when not directly connected to the administration of the program is prohibited.

(4) Disclosure. The ORGANIZATION understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY'S or ORGANIZATION's responsibilities with respect to services provided under this contract, is prohibited by the State or Federal law unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

(5) Close-outs. The ORGANIZATION's obligation to the CITY shall no end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the ORGANIZATION has control over CDBG funds, including program income.

(6) Audits and Inspections. All ORGANIZATION records with repost to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the ORGANIZATION within 30 days after receipt by the ORGANIZATION. Failure of the ORGANIZATION to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The ORGANIZATION hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning ORGANIZATIONS audits and OMB circular A-133.

If, as a result of any audit, reveals any improper expenditures by the ORGANIZATION, its officers, agents, servants, employees and /or subcontractors, of the funds granted hereunder, and such questioned costs are disallowed under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost shall constitute liquidated damages for the breach of that portion of the Agreement audited. In case of such disallowed cost, ORGANIZATION agrees to apply the CITY said sum as liquidated damages for the ORGANIZATIONS failure to perform the duties, bear the liabilities and fulfill the obligations imposed upon it by this Agreement.

(c) Reporting and Payment Procedures

(1) Program Income. The ORGANIZATION shall report to the CITY any interest or other income earned as a direct result of the use of the CDBG funds for the program outlined within this Agreement. The ORGANIZATION shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. All program income derived from the project, if any, shall revert to the CITY for use in the Community Development Block Grant program.

(2) Payment Procedures. The CITY will pay to the ORGANIZATION funds available under this Agreement based upon information submitted by the ORGANIZATION and consistent with approved budget in Exhibit A. Payments will be made for eligible expenses actually incurred by the ORGANIZATION on a reimbursement basis. The CITY shall not provide any payments in advance of actual expenditures by the ORGANIZATION. Payments will be adjusted by the CITY in accordance with program income balances available in ORGANIZATION accounts. Payment requests shall include documentation to verify that the expenditure of funds is consistent with the project description as approved. Prior to reimbursing the ORGANIZATION, the CITY will verify the ORGANIZATION has provided the required draw. Funding is contingent upon the CITY receiving Community Development Block Grant funds from HUD.

(3) Progress Reports. The ORGANIZATION shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

(d) Procurement

(1) Compliance. The ORGANIZATION shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.

(2) OMB Standards. Unless specified otherwise within this agreement, the ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

(3) Travel. The ORGANIZATION shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

(e) Use and Reversion of Assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following;

(1) The ORGANIZATION shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(2) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the ORGANIZATION for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensation the CITY [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

8. **INSURANCE:** ORGANIZATION shall not commence work under this Agreement until ORGANIZATION has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall ORGANIZATION allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. ORGANIZATION 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 ORGANIZATION, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) 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 (b) ORGANIZATION 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 and automobile policies are to 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 automobiles owned, leased, hired or borrowed by or on behalf of ORGANIZATION; and with respect to liability arising out of work or operations performed by or on behalf of ORGANIZATION, 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 ORGANIZATION's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, ORGANIZATION's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of ORGANIZATION'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 any of the required insurance coverages, the insurer, broker/producer, or ORGANIZATION shall provide CITY with sixty (60) days' prior written notice of such action.

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

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

(f) Verification of Coverage: ORGANIZATION shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, ORGANIZATION hereby agrees to waive subrogation which any insurer of ORGANIZATION may acquire from ORGANIZATION 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 ORGANIZATION, its agents, employees, independent contractors and subcontractors. ORGANIZATION agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: ORGANIZATION 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.

9. INDEMNIFICATION: ORGANIZATION 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 ORGANIZATION, 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.

10. PERSONNEL & PARTICIPANT CONDITIONS

(a) Federal regulations

(1) Section 504. The ORGANIZATION agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federal assisted program. The CITY shall provide the ORGANIZATION with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(b) Affirmative Action

(1) Approved Plan. The ORGANIZATION agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the ORGANIZATION to assist in the formulation of such program. The ORGANIZATION shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

(2) Women- and Minority-Owned Businesses (W/MBE). The ORGANIZATION will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The ORGANIZATION may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The ORGANIZATION shall furnish and cause each of its owned ORGANIZATIONS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications. The ORGANIZATION will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the ORGANIZATION's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of the ORGANIZATION, state that it is an Equal Opportunity or Affirmative Action Employer.

(6) Subcontract Provisions. The ORGANIZATION will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own ORGANIZATIONS or subcontractors.

(c) Employment Restrictions

(1) Prohibited Activity. The ORGANIZATION is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities: inherently religious activities; lobbying; political patronage; and nepotism activities.

(2) Labor Standards. The ORGANIZATION agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The ORGANIZATION agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The ORGANIZATION shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The ORGANIZATION agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors unengaged under contracts in excess of $2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the ORGANIZATION of its obligation, if any, to require payment of the higher wage. The ORGANIZATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(3) "Section 3" Clause.

a. Compliance. Compliance with the provisions of Section 3 of HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the ORGANIZATION and any of the ORGANIZATION's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the ORGANIZATION and any of the ORGANIZATION's subrecipients and subcontractors, their successors and assigns, to those sanction specified by the Agreement through which Federal assistance is provided. The ORGANIZATION certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The ORGANIZATION further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The ORGANIZATION further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service are of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to residents within the service are or the neighborhood in which the project is located, and to low- and very low-income participant in other HUD programs.

The ORGANIZATION certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification. The ORGANIZATION agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts. The ORGANIZATION will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the grantor agency. The ORGANIZATION will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of theses regulations.

(d) Conduct

(1) Assignability. The ORGANIZATION shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for many due or to become due to the ORGANIZATION form the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

(2) Subcontracts

a. Approvals. The ORGANIZATION shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring. The ORGANIZATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content. The ORGANIZATION shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

d. Selection Process. The ORGANIZATION shall undertake to insure that all subcontract let tin the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

(3) Hatch Act. The ORGANIZATION agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(4) Conflict of Interest. The ORGANIZATION agrees to abide by the provisions of 245 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The ORGANIZATION shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the ORGANIZATION shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, constant, officer, or elected or appointed official of the CITY, the ORGANIZATION, or any designated public agency.

(5) Lobbying.

The ORGANIZATION herby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and

disclose accordingly:

d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(6) Copyright. If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocably license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(7) Religious Activities. The ORGANIZATION agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. ENVIRONMENTAL CONDITIONS

(a) Air and Water. The ORGANIZATION agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

-Clean Air act, 42 U.S.C., 7401, *et seq.*;
-Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
-Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the ORGANIZATION shall assure that for activities located in an area identified by the Federal emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(c) Lead-Based Paint. The ORGANIZATION agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount f Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(d) Historic Preservation. The ORGANIZATION agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation

Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included ion a Federal, state or local historic property list.

12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. SPECIAL TERMS AND CONDITIONS.

(a) It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days' written notice to the other party. However, ORGANIZATION may not terminate An Assignment of Proceeds and Grant of Lien without written consent of CITY. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

(b) Further, CITY reserves the right to terminate this Agreement upon written notification to ORGANIZATION under the following conditions:

(1) Notification by HUD to the CITY that said project is ineligible because of project location, services provided, or any other reason cited by HUD.

(2) Notification by HUD to CITY that said project is deficient and that continued support of the project is not providing an adequate level of services to low/moderate income or minority people.

(3) Written notification from HUD to CITY that the program funds made available to CITY are being curtailed, withdrawn, or otherwise restricted.

(c) CITY also reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions:

(1) Failure of ORGANIZATION to file required reports

(2) Failure of ORGANIZATION to meet project dates

(3) Expenditure of funds under this Agreement for ineligible activities, services or items

(4) Failure to comply with written notice from CITY of substandard performance in scope of services under the terms of this Agreement.

14. OBLIGATIONS OF ORGANIZATION: Throughout the term of this Agreement, ORGANIZATION shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. ORGANIZATION 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. ORGANIZATION further warrants 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.

15. 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.

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

17. 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 ORGANIZATION: «Organization»
«Address»
«CityStateZip»
PHONE: «Phone»
FAX: «Fax»

for CITY: **CITY OF TURLOCK**
ATTN: MANAGER
HOUSING PROGRAM SERVICES DIVISION
MAILING: 156 SOUTH BROADWAY, Suite 250
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5610
FAX: (209) 665-5120

18. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

19. WAIVER

The CITY's failure to act with respect to a breach by the ORGANIZATION does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

20. ENTIRE AGREEMENT

The agreement constitutes the entire agreement between the CITY and the ORGANIZATION for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the ORGANIZATION with respect to this Agreement.

[NOTE: For the above sections, if the ORGANIZATION is a government or quasi-government agency, the

applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by and through their respective officer's thereunto duly authorized by a motion approved by the Turlock City Council on _____, 2012.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk

«Organization»

By: _____

Title: _____

Print Name: _____

Date: _____

«Address»
«CityStateZip»
Phone: «Phone»
Fax: «Fax»

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE FISCAL YEAR 2012-2013 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG), HOME INVESTMENT PARTNERSHIP PROGRAM (HOME), AUTHORIZING SUBMISSION OF THE ANNUAL ACTION PLAN TO HUD, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL RELATED AND NECESSARY DOCUMENTS	**RESOLUTION NO. 2012-**

WHEREAS, the City of Turlock receives Federal grant funds from the United States Department of Housing and Urban Development (HUD) for affordable housing and related activities within the City of Turlock; and

WHEREAS, the City of Turlock is an entitlement City under the Community Development Block Grant (CDBG); and

WHEREAS, the City of Turlock has entered into a consortium with the cities of Ceres, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus to become a Participating Jurisdiction under the HOME Investment Partnership Program (HOME); and

WHEREAS, the City of Turlock, as a Participating Jurisdiction, is eligible to receive HOME funds directly from HUD for acquisition, rehabilitation, and new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for CDBG and HOME funds; and

WHEREAS, the Consolidated Plan is a five-year strategy to address community needs as identified by staff and community residents; and

WHEREAS, the five-year Consolidated Plan is implemented through Annual Action Plans which describe the resources available to address the community needs of low and moderate residents in Turlock and Stanislaus County, and which detail the federally-funded activities that will be undertaken during the next Fiscal Year; and

WHEREAS, the City of Turlock, as an entitlement city, will be the recipient of CDBG funds and, as a Participating Jurisdiction via the City of Turlock / Stanislaus County HOME Consortium, will receive HOME funds in fiscal year 2012-2013.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Turlock does hereby:

1. Approve the Annual Action Plan for fiscal year 2012-2013, including the budget and expenditure of CDBG and HOME funds.

2. Authorize the submission of the Annual Action Plan to HUD.

3. Authorize the City Manager, or designee, to execute any and all documents in relation to grant agreements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Draft Rev 4/18/12

City of Turlock
Annual Action Plan
For CDBG funds
and
Turlock/Stanislaus Urban County
HOME Consortium

Fiscal Year 2012-2013

April 2012

CITY OF TURLOCK
Mayor John Lazar
Vice Mayor Mary Jackson
Council member Amy Bublak
Council member William Dehart
Council member Forrest White

STANISLAUS COUNTY
BOARD OF SUPERVISORS
District 1 William O'Brien, Chairman
District 2 Vito Chiesa,Vice Chairman
District 3 Terry Withrow
District 4 Dick Monteith
District 5 Jim DeMartini

CITY OF CERES
Mayor Chris Vierra
Vice Mayor Ken Lane
Councilmember Mike Kline
Councilmember Bret Durossette
Councilmember Eric Ingwerson

CITY OF HUGHSON
Mayor Ramon Bawanan
Mayor Pro Tem Matthew Beekman
Councilmember George Carr
Councilmember Jill Silva
Councilmember Jeramy Young

CITY OF NEWMAN
Mayor Ed Katen
Mayor Pro Tem Robert Martina
Councilmember Roberta Davis
Councilmember Nick Candea
Councilmember Donald Hutchins

CITY OF OAKDALE
Mayor Pat Paul
Mayor Pro Tem Tom Dunlop
Councilmember Michael Brennan
Councilmember Jason Howard
Councilmember Katherine Morgan

CITY OF PATTERSON
Mayor Luis Molina
Mayor Pro Tem Dominic Farinha
Councilmember Annette Smith
Councilmember Deborah Novelli
Councilmember Larry Buehner

DRAFT

CITY OF WATERFORD
Mayor Charlie Goeken
Councilmember Murray Day
Councilmember Michael Van Winkle
Councilmember Ken Krause
Councilmember Jose Aldaco

DRAFT

CITY OF TURLOCK

Turlock/Stanislaus County HOME Consortium

Third Program Year Action Plan

Third Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Program Year 3 Action Plan Executive Summary

The City of Turlock and Turlock/Stanislaus County HOME Consortium[1] 2012-2013 Action Plan proposes projects and activities to meet the priorities as part of the Consolidated Plan (ConPlan). It describes eligible programs, projects and activities to be undertaken with funds made available over the next year and their relationship to identified needs for housing, homelessness and community and economic development. Table 1 identifies projects relating to the objectives and the number of units[2] that will be served.

This action plan outlines the allocation priorities of the 2012-2013 portion of the ConPlan. All of the allocation priorities (projected use of funds) can be tied back to the strategic plan with priorities for the housing and community development needs as outlined herein. The general priority categories of housing, homelessness, special needs and community development needs and their related goals are addressed in the various activities to be undertaken. These activities estimate the number and type of families that will benefit from the proposed activities, including special local objectives and priority needs. The

[1]The City of Turlock/Stanislaus County HOME Consortium comprises Stanislaus County excluding the cities of Modesto and Riverbank. Turlock is the lead city in the Consortium, which also includes the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford, as well as the unincorporated areas of the county.
[2]Units are generally defined as housing, facilities, jobs, structures or people.

projected use of funds identifies the proposed accomplishments. Area benefit activities were qualified using 2000 data from the U.S. Census Bureau.

The City has been notified that the estimated allocation is $483,385 in Community Development Block Grant (CDBG) funds for 2012-2013, whereas the Turlock/Stanislaus County HOME Consortium has been allocated $854,260 in HOME Investment Partnerships Program (HOME) funds for the same period.

The Action Plan provides information related to the proposed geographic distribution of investment. It includes a general description of the homeless and other community development needs activities to be undertaken and other actions to address obstacles to meet underserved needs and reduce poverty. This plan can also be found at the City's Web site at www.ci.turlock.ca.us.

These funds are combined with carry-over funds from fiscal year 2011/2012 and estimated program income for a total of $1,438,619. *Table 1* shows the City's activities and funding allocations for the third year of the five year Consolidated Planning period.

Table 1

Program Activities for FY 2012-13

ACTIVITIES – CDBG	CARRY-OVER	ALLOCATION	TOTAL
Affordable Housing Loans/ Grants	$490,000	$190,000	$680,000
Down Payment Assistance	$200,000		200,000
Public Services Grants		50,000	50,000
Public Improvements	250,000	136,785	386,785
Fair Housing Services		10,000	10,000
Administrative Expense		96,600	96,600
CDBG Totals	$940,000	$483,385	$1,438,619

Add individual Public Service organizations? Add descriptions of Public Service organizations in Plan?

What is the Public Improvement Project for 136,785?

Table 1(continued)
Program Activities for FY 2012-13

ACTIVITIES-HOME CONSORTIUM	CARRYOVER	ALLOCATION	TOTAL
First Time Home Buyer/ DPA	$600,000	$360,817	$960,817
Residential Rehabilitation Loans	280,129	200,000	480,129
CHDO Set Aside	0	208,017	208,017
Administration	0	85,426	85,426.
Total	**$ 884,126**	**$854,260**	**$1,734,389**

The 2012 Annual Action Plan identifies programs to achieve specific goals as identified in the Consolidated Plan. These include:

- Provide more affordable housing for the community.
- Assist in providing housing for individuals with special needs.
- Revitalize low-income neighborhoods.
- Continue efforts to end homelessness.
- Promote and support fair housing opportunities.
- Create economic development and community development opportunities.

The City of Turlock and Turlock/Stanislaus County HOME Consortium goals and objectives for the third program year of the ConPlan period are shown in Table 2.

Table 2
Goals and Objectives for the City of Turlock's
CDBG / HOME Allocations for 2012-2013

Objective	Outcome	Program	Units or Individuals Served
Affordable Housing			
o Provide decent affordable housing o Suitable living environments through neighborhood preservation	Development of new housing units as well as the rehab of existing units to maintain affordable housing stock	HOME (Consortium) HOME rehab (Consortium) CalHOME CDBG CDBG-R Housing Successor Agency	22 8 12 10 3 80
Homelessness o Suitable living environment by supporting special needs facilities	Establish five new units of permanent supportive housing in Turlock. Seek out ESG opportunities to partner with non-profits	CDBG McKinney-Vento	145 5
Non Homeless Special Needs Housing o Create and support suitable living environments by supporting special needs services	Mobile Home Park subsidy program ADA Accessible HOME New Units of permanent supportive Housing	CDBG Housing Successor Agency NSP McKinney-Vento	3 39 1 3
TOTAL INDIVIDUALS OR UNITS SERVED			**331**

Table 2 provides a description of the planned activities based on specific funding source and area of allocation:

Past Performance

One of the U.S. Department of Housing and Urban Development's (HUD) requirements is that CDBG entitlement communities must not have more than

1.5 times their annual allocation amount on account by April of every Fiscal Year. The City of Turlock has successfully met its CDBG timeliness obligation in 2011-2012. Further as the lead for the Turlock/Stanislaus County HOME Consortium, Turlock has successfully incorporated the HOME timeliness guidelines to apply member jurisdictions individually. This reduces the burden being placed upon any one participating member of the HOME Consortium, and evenly distributes the responsibility of expending HOME funds in a timely manner to all membership and their respective projects in a more uniform manner.

In FY 2011-2012, the City accomplished many of its goals identified in the Consolidated Plan. These included:

- Ten rehabilitation projects to provide suitable housing for low-income households.
- First-time home buyers' assistance.
- Distribution of Homelessness Prevention and Rapid Re-Housing (HPRP) funds to non-profit organizations to assist families who are homeless or are at risk of becoming homeless.
- Purchased eight additional homes using Neighborhood Stabilization Program (NSP) funds.
- Provided funding for public services and fair housing.

Details regarding these accomplishments can be found in the City's 2011-2012 Consolidated Annual Performance Evaluation Report (CAPER) (available on the City's website at www.turlock.ca.us in August of 2012).

General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

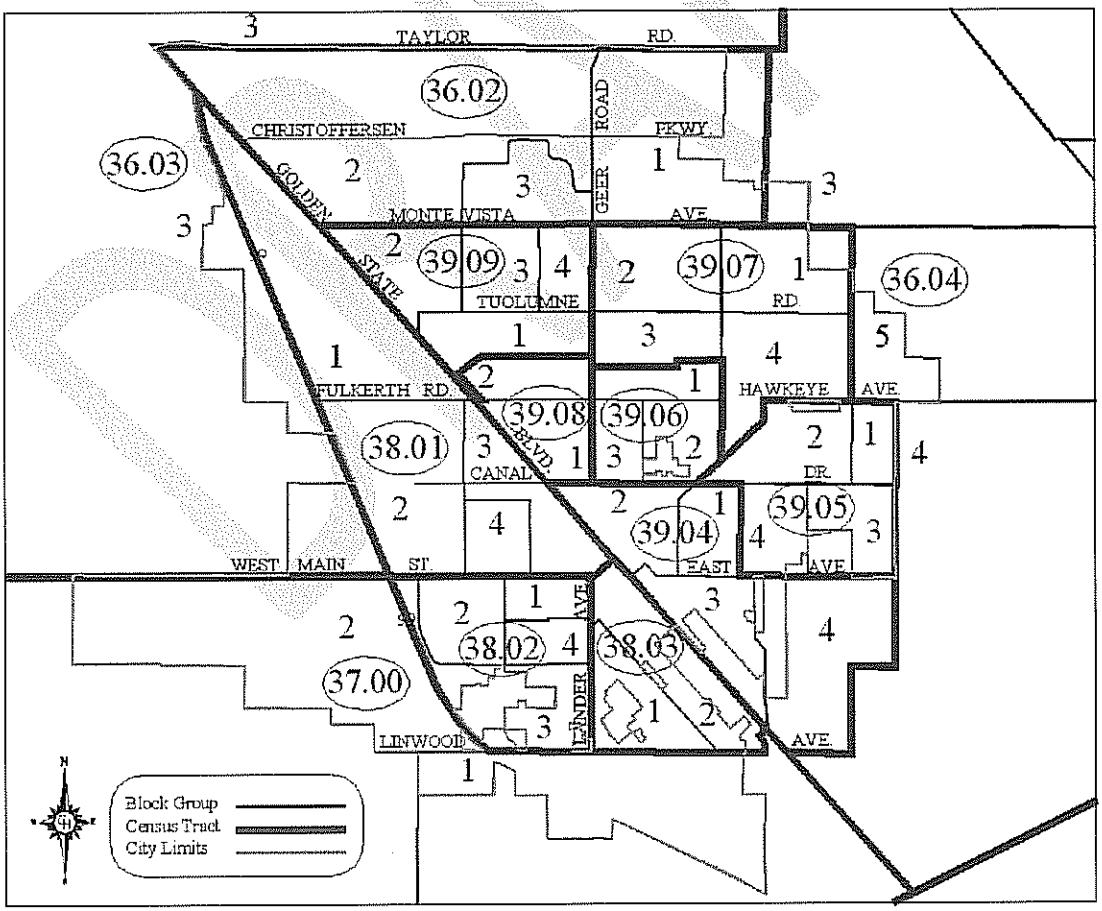
4. Identify the federal, state and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

Program Year 3 Action Plan General Questions Response
Location and Area of low-income concentration

Most programs offered by the City of Turlock are available on a citywide basis; however, some activities such as public improvement projects are specific to a census tract and block number to insure compliance with the low/mod income benefit requirement. This year's target area continues to be census tract 38.02. This area holds the highest concentration of low-income households and older substandard housing. The City of Turlock will continue to concentrate housing assistance and blight abatement efforts in areas with the highest number of low/moderate income persons utilizing CDBG funds.

HOME Consortium activities will concentrate in the unincorporated areas of Stanislaus County, and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Turlock. Below illustrates the geographical areas for the use of CDBG and HOME Consortium funds.

Map 2
CDBG Target Areas in Turlock



City of Turlock

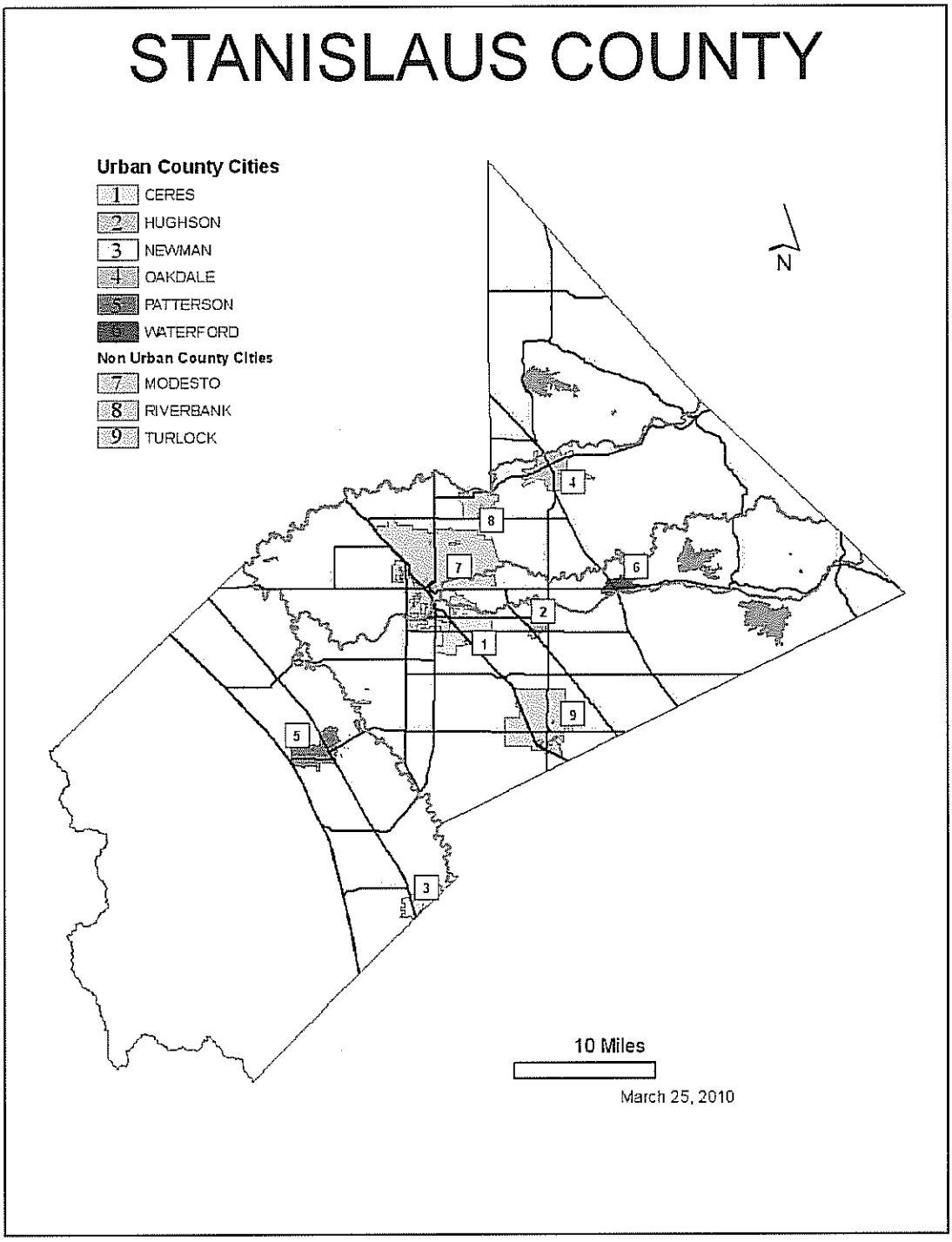
Low/Mod Income Percentage for Census Tracts and Individual Block Groups

Tract	Block Group	Low/Mod Percentage
36.02	**1,2,3**	**31.9**
36.02	1	31.3
36.02	2	35.9
36.02	3	71.5
36.03	**3**	**--**
36.04	**3,5**	**7.7**
36.04	3	0.0
36.04	5	9.6
37.00	**1,2**	**44.9**
37.00	1	45.2
37.00	2	28.6
38.01	**1,2,3,4**	**44.6**
38.01	1	30.9
38.01	2	30.2
38.01	3	50.1
38.01	4	77.1
38.02	**1,2,3,4**	**70.3**
38.02	1	73.9
38.02	2	71.6
38.02	3	65.0
38.02	4	70.8
38.03	**1,2**	**39.7**
38.03	1	37.8
38.03	2	44.4
39.04	**1,2,3,4**	**52.9**
39.04	1	41.1
39.04	2	57.3
39.04	3	63.3
39.04	4	39.9
39.05	**1,2,3,4**	**23.4**
39.05	1	18.3
39.05	2	17.0
39.05	3	25.3
39.05	4	36.3
39.06	**1,2,3**	**66.0**
39.06	1	21.6
39.06	2	77.1
39.06	3	70.6
39.07	**1,2,3,4**	**29.1**
39.07	1	20.1
39.07	2	41.3
39.07	3	32.2
39.07	4	19.6
39.08	**1,2**	**67.5**
39.08	1	63.8
39.08	2	70.0
39.09	**1,2,3,4**	**31.8**
39.09	1	22.9
39.09	2	37.9
39.09	3	22.4
39.09	4	54.7

Census 2000 Low and Moderate Income summary Data from HUD Website:
www.hud.gov/offices/cpd/systems/census/lowmod/index.cfm

Denotes the targeted census tracts

Map 3
HOME Consortium Area



The City and the Turlock/Stanislaus HOME Consortium allocate their respective CDBG and HOME budgets to the areas of greatest economic need in the community. In assigning priorities, the City and the HOME Consortium take into account the statistical data and the input of the community members and organizations that work with disadvantaged populations. (See maps of the CDBG target areas and the HOME Consortium area on previous pages).

There are several obstacles to meeting the needs of underserved residents in the City and the HOME Consortium, as housing affordability is influenced by a complex set of economic conditions. Some of these obstacles are the result of interest rates, lack of disposable income, insufficient funding, governmental actions, tax policies and land-use policies and regulations, in addition to other nongovernmental market factors.

Resources to Address Priority Needs and Specific Objectives

City has been notified that the estimated allocation is $483,38 in Community Development Block Grant (CDBG) funds for 2012-2013, whereas the Turlock/Stanislaus County HOME Consortium has been allocated $854,260 in HOME funds for the same period. These funds are resources the City and the member jurisdictions of the HOME Consortium will utilize to address the housing, non-housing and supportive service needs of the jurisdictions low- and moderate-income families, as well as reduce or eliminate conditions contributing to slum and blight in target areas. This level of funding represents a reduction of 28.1% in CDBG funding and more than a 38% reduction in HOME funding over the previous fiscal year and will affect the level and kinds of activities that serve all of our communities.

Table 3
Funding Allocations for Fiscal Year 2012-2013

SOURCE	***CDBG***	***HOME***	***Total***
Turlock Grant FY 2012	$483,385		
Turlock CDBG Carryover (estimate)	$940,000		
CDBG Turlock Program Income (estimate)	$12,000		**$1,435,716**
HOME Consortium FY 2012 Grant		$854,260	
HOME Consortium Carryover (estimate)		$884,260	
Program Income FY 2012 (estimate)		$3,000	**$1,734,389**
Total	**$1,435,716**	**$1,734,389**	**$3,170,105**
ACTIVITIES- CDBG CITY OF TURLOCK			
Housing Rehabilitation and Reconstruction	$680,000	0	$680,000
First Time Home Buyer Program	$200,000		$200,000

Public Service Grants	$50,000		$50,000
*** Fair Housing Services	$10,000		$10,000
Public Improvements	$386,785		$386,785
Affordable Housing Development			
Administrative Expenses	$96,600		$96,600
TOTAL	**$1,435,619**		
ACTIVITIES- HOME CONSORTIUM			
First Time Home Buyer Program		$835,000	
Housing Rehabilitation and Reconstruction		$685,824	
*CHDO Set-Aside		$128,139	
Multi Family Development		0	
***Administrative Expenses		$85,426	
Total		**$1,734,389**	**$3,170,105**

Public Services

The City of Turlock, utilizing CDBG funds makes an annual allocation to be used in public services. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including for-profit and non-profit organizations. A NOFA was issued and published on March 7, 2012. Applications from the community were solicited through the city's website and in newspaper advertising. Grant applicants were interviewed on April 7, 2012 by a panel of six community members and one City Council member. Below is the results and recommendations of funding for 2012-2013.

City of Turlock
Community Development Block Grant (CDBG)
Proposed Funding for FY 2012-2013, $60,000

#	Organization and Project Name	Proposed Funding
1	**United Samaritans Foundation** Emergency Food Box	$10,000
2	**Second Harvest Food Bank of San Joaquin & Stanislaus Counties** Food Assistance	$10,000
3	**Howard Training Center** Senior Meals Program	$10,000
4	**We Care Program -Turlock** We Care Cold Weather Shelter - Turlock	$10,000

5	**Children's Crisis Center of Stanislaus County, Inc.** Respite Child Shelter Project	$10,000
	Project Sentinel Fair Housing	$10,000
	Total Funds Requested	$60,000

Leveraging of Federal Funds and Matching Requirements

The City of Turlock has indicated in the specific program activities section of this plan that it intends to use non-federal funds either in combination or independently in order to achieve greater leverage for HUD monies. In previous years, combinations of Redevelopment Agency Housing Set-Aside funds, Affordable Housing Program Funds (AHP) through the Federal Reserve Bank as well as Low-Income Housing Tax Credits have been used to build rental new construction or rehabilitation projects. Examples of this type of project are the The Palms, Crane Terrace, and Cherry Tree Village. Together, these developments added a total of 172 affordable units to the City's housing inventory.

For 2012, in light of the demise of Redevelopment Agencies throughout the State of California, Turlock and the HOME Consortium will be looking for other kinds of funds to match and leverage CDBG and HOME funds. A bill in the California Legislature, Assembly Bill 1585 (AB1585) would allow Housing Successor Agencies to retain their former RDA LMI fund balances. This fund represents almost one million dollars to Turlock and could provide critical leveraging and source of match for future projects.

Summary of Low-Income Housing Tax Credits and Competitive McKinney Vento Homeless Assistance Act Funds

The Avena Bella Project Phase One has received Affordable Housing Program Funds (AHP) and Federal and State Low-income Housing Tax Credits. Construction has begun on the project with occupancy expected in July 2013. The former Redevelopment Agency contributed $5,000,000 in the form of a loan to the project. This phase of the project consists of 80 affordable housing units all of which are two and three bedroom units to serve income levels at thirty, forty and fifty percent of the area median income. The project also will have a swimming pool, soccer field and play structures, community room and a computer lab for residents.

The City of Turlock participates as an executive committee member of the Stanislaus County Continuum of Care who applies annually for McKinney Vento Homeless Assistance Act funds. Through the award of these funds to Turning

Point, a nonprofit support services provider, two permanent supportive housing units were established in 2011-2012 with three to five more being established for the 2012-2013 program year. The addition of these permanent supportive housing units addresses an unmet need in Turlock.

Neighborhood Stabilization Program Funds

The City of Turlock did not receive any direct Neighborhood Stabilization Program (NSP) funding. Based on HUD methodology for allocations, California received $529.6 million of the $3.92 billion available nationwide for the program. Over $384.5 million was allocated directly to 46 CDBG entitlement counties or cities in California as determined by HUD. The remaining $145,071,506 was allocated to the State of California to be administered by Housing and Community Development (HCD). Based on the allocation formula, the State allocated $1,535,541 of the funds to the City of Turlock. As a result of this funding, the following activities have been undertaken:

- Purchase and rehabilitate nineteen homes that have been foreclosed upon, in order to sell or redevelop such homes and properties.
- Establish financing mechanisms for purchase and redevelopment of foreclosed upon residential properties, including such mechanisms as soft-seconds and loan loss reserves for low and moderate-income homebuyers.

The City of Turlock has spent the entirety of its grant and will conclude the program with the complete expenditure of program income funds in May/ June 2012.

To date, the City of Turlock has purchased nineteen homes, rehabilitated and sold eleven. Eight homes are currently under rehabilitation. It is anticipated that upon the completion of the last eight units the City of Turlock will have expended the full amount of the NSP grant one year ahead of the expenditure deadline.

Homelessness Prevention and Rapid Re-Housing Program (HPRP)

The City had previously entered into a collaborative agreement with four non-profit agencies Stanislaus Community Assistance Project (SCAP), We Care, United Samaritan Foundation, and Children's Crisis Center and applied through the State of California Housing and Community Development (HCD) competitive grant process. The Turlock Group was awarded a grant of $1,600,000 in HPRP funds. Stanislaus Community Assistance Project (SCAP) is the lead agency in the grant. These funds are required to be used for programs and activities focused on housing for homeless and at-risk households. The City of Turlock as part of the collaborative effort is using these funds to provide temporary financial assistance, housing relocation and stabilization services to individuals and families who are homeless or would be homeless but for this

assistance. The funds under this program are intended to target two groups facing housing instability:

- Individuals and families who are currently in housing but are at risk of becoming homeless and need temporary rent or utility assistance to prevent them from becoming homeless or assistance to move to another unit (prevention), and
- Individuals and families who are experiencing homelessness (residing in emergency or transitional shelters or on the street) and need temporary assistance in order to obtain housing and retain it.

The HPRP grant funds have been expended and the program will be completed at the end of June 2012. The City is not directly administering these funds. However, SCAP utilized the City offices to see clients and families and provide case management.

Community Development Block Grant for Economic Recovery (CDBG-R)

The City of Turlock was awarded $200,913 in Community Development Block Grant for~~m~~ Economic Recovery Grant funds (CDBG-R). This grant is part of the Federal Stimulus Package. The City of Turlock developed a two pronged strategy and subsequent programs to provide energy efficiency forgivable loans for very low income families as well as three economic development activities to address the severe economic downturn in the Central Valley of California.

Approximately $100,000 was set aside for the energy efficiency loan program to provide energy conservation and efficiency improvements that are also a health and safety issue. These projects will involve installing new windows, new heating and air conditioning units, adding insulation, and installing weather-stripping around doors and windows, installation of solar panels, or water heaters. To date, approximately $100, 000 has been expended. The previous balance left in the economic fund activities has been re-designated for energy improvement assistance and will be expended by September 2012.

Managing the Process

1. Identify the lead agency, entity and agencies responsible for administering programs covered by the consolidated plan.

2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations and others who participated in the process.

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

Program Year 3 Action Plan Managing the Process Response

The City of Turlock Housing Program Services Division is responsible for administering the City's CDBG, HOME, NSP, CDBG-R and CalHOME funds.

HOME Investment Partnerships Program (HOME):

Turlock is the lead agency of the Turlock/Stanislaus County HOME Consortium (hereafter referred to as the "HOME Consortium"). As the "lead entity", the City of Turlock is responsible for implementing and administering HOME funds to the HOME Consortium members.

Relationships with the HOME Consortium member jurisdictions consists of written contacts, phone interviews, electronic information transfers, and regularly scheduled face-to-face meetings, both public and informal with all member jurisdictions. Contact is for the purpose of facilitation of projects, review of documentation, utilize transfer of electronic information to generate data and update previously provided information.

The City of Turlock Housing Program Services Division also collaborates with other City departments, non-profit organizations, and private developers to implement the programs that were identified in the Consolidated Plan. The partnerships and collaborative efforts will continue to be the focus of the lead agency in implementing the Annual Action Plan. In preparation of this plan, the City consulted with surrounding entities and groups and agencies that participate in housing developments and related efforts in the City including:

- The Housing Authority of the County of Stanislaus
- Turlock Community Collaborative
- HOME Consortium member jurisdictions (Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Stanislaus County)
- Smart Valley Places Grantees/Community Leadership Program
- Turlock Unified School District
- Nonprofit service agencies such as We Care, Behavioral Health, Community Housing and Shelter Services, etc.
- Ecumenical organizations such as TEAM (Turlock Evangelical Association of Ministers), Turlock Gospel Mission, Westside Ministries, etc.

Throughout the preparation of the Annual Action Plan, consultation was sought and obtained by the City and the HOME Consortium with other public and private providers of housing, health and social services.

Overall coordination of affordable housing efforts, particularly those to which federal funds are allocated, is provided by the City's Housing Program Services Division under the direction of the Housing Program Services Manager and Director of Development Services. The five-year strategy plan of the

Consolidated Plan does not identify any significant gaps or needs in relation to institutional structure. Therefore, the City of Turlock Housing Program does not propose to take any actions or steps to improve the institutional structure over the coming program year.

Citizen Participation

1. Provide a summary of the citizen participation process.
2. Provide a summary of citizen comments or views on the plan.
3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English-speaking persons, as well as persons with disabilities.
4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Program Year 3 Action Plan Citizen Participation Response

City staff developed a detailed citizen participation plan that is part of the 2010-2014 ConPlan. Citizen Participation is an integral part of the planning and implementation processes for the CDBG and HOME Programs, pursuant to the rules and regulations governing administration of the programs. The City of Turlock not only complies with Federal regulations, but also wishes to ensure that all residents of Turlock (CDBG) and the HOME Consortium member jurisdictions have the opportunity to participate in the needs identification and strategy formulation process for these programs. All required elements are contained
herein including: encouragement of citizen participation; information to be provided (including specific information regarding public hearings and Plan amendments); access to records; technical assistance; and comments and complaints.
The Annual Action Plan process involves: scheduling, publicizing and conducting meetings and public hearings; providing technical assistance to applicants and other interested persons/groups; and maintaining accurate and current information regarding the CDBG and HOME programs which are available to citizens upon request.

The primary goals of the City's citizen participation process are as follows:

- To generate significant public participation particularly from low- and moderate-income persons and groups residing within various areas of the City where program funds will be used, as required by HUD.

- To gather data that accurately describes and quantifies housing and community development needs and to suggest workable solutions.

- To obtain comments on proposals for allocating resources.

Public Notice and Availability of the Plan
The City of Turlock published notices of all public hearings for public review and comment in the *Modesto Bee* and *Vida en el Valle* (Spanish) newspapers. The summary describes the contents and purpose of the Annual Action Plan and listed where copies of the plan could be examined. The draft Annual Action Plan was available for public review and comment for 30 days both at the City of Turlock as well as at the City Hall facilities of all of the Turlock/Stanislaus County HOME Consortium member jurisdictions, as well as on the City of Turlock website.

Access to Records
A list of all public service projects using CDBG funds will be made available upon request; the list is also available on the City's Web site. The list will include the names of the sub -recipients, the amount of the allocation, a brief description of the activity and the fiscal year in which the funds were distributed.

Public Hearings
The City of Turlock conducted two public meetings and three separate public hearings to obtain citizens' views and to respond to proposals and questions. The first public meeting was held with the Turlock Community Collaborative on April 17, 2012. This group is comprised of a broad cross section of community groups and service providers who serve the Turlock Community. The second public meeting was held on April 24, 2012 at the Westside Ministries in Turlock with the Smart Valley Places Community Leadership program and the public.
The first of the three public hearings was held on April 25, 2012, at the Stanislaus County Administration Building (1010 Tenth St., Room B-300 Basement, Modesto, CA) to discuss community needs and proposed uses of funds for the upcoming program year. The second public hearing was held on April 26, 2012, at the City of Turlock Council Chamber (156 South Broadway) to assess how funds are planned to be spent during the next program year. The third and final public hearing was held on May 8, 2012 at the City of Turlock Council Chamber (156 South Broadway). The time, date, location and subject of the hearings were announced in the Modesto Bee and Vida en el Valle (Spanish) newspapers no less than 15 days before the hearings. The notices indicated the specific dates by which both written and oral comments must be received and include a telephone number for those who are deaf, hard of hearing, or speech disabled to receive relay communications services. That service is provided by the California Relay

Service: 1(800) 735-2929 (text telephones). The notices also include the statement that: "Reasonable accommodations for the disabled may be arranged with 72 hours advanced notification..."

In an effort to seek input and participation from the Spanish-speaking population, a Spanish notice was published in Vida en Valle newspaper. The City was prepared to provide interpreters for non-English-speaking citizens upon request; however, no such request was made. All public hearings and community meetings were conducted in the evening hours and were held at convenient and accessible locations that accommodate persons with disabilities.

Comments and Concerns

All comments and concerns made on the Annual Action Plan and any amendments to the plan will be accepted through all components of the preparation of these documents until the closing of the formal public review and comment period. Written copies of the comments and concerns received during the public review and comment period are attached to the Annual Action Plan and the amendments to the plan, with appropriate responses, as necessary, to all questions asked and issues raised. Oral comments received at the public hearings will be represented, commented on and attached to the final copy of the plan.

Summary of Citizen Participation

Citizens were encouraged to participate in two community meetings (Turlock Community Collaborative and Smart Valley Places Community Leadership program), held at the times previously mentioned. At these meetings, participants and members of the public were asked to provide input as to the needs and priorities that had been identified in the draft Annual Action Plan.

Citizens who participated in the process received information about the Annual Action Plan; the citizen participation process; the HUD requirements for a CDBG entitlement city and a HOME participating jurisdiction; the amount of funding that the City and the HOME Consortium anticipate receiving; and how those funds can be used by the City and the HOME Consortium. Meeting attendees were given the opportunity to provide City/ HOME Consortium staff with their input on the prioritization of community needs.

Member jurisdictions of the Turlock/Stanislaus County HOME Consortium were solicited to provide input into their community needs and relative production outputs as part of the drafting of this Annual Action Plan at a separate meeting held on April 16, 2012.

Summary of Efforts Made to Broaden Public Participation

The Housing Program Services Division actively encourages low- and moderate-income residents, persons of various ethnicities and races, persons with disabilities as well as non-English-speaking residents to attend the community meetings and public hearings. In accordance with the Citizen Participation Plan, the City will provide translation services to any resident who requests the need for those services. Through the extensive participation of internal departments, agency and nonprofit focus groups, our member cities of the Stanislaus Urban County as well as the communities at -large, the City and the HOME Consortium have attempted to reach a broad swath of the HOME Consortium area's residents in the planning process.

In addition, the Housing Program Manger made a general housing presentation as well as included the discussion and formation of the Annual Action Plan on April 24, 2012, to the Smart Valley Places Community Leadership Program #3: Housing that was held at Westside Ministries in Turlock and gathered a cross section of community members and participants. Simultaneous translation was provided.

Summary of Citizen Comments

XXXXX written comments were received. (Insert all public comments in this section for the final draft)

In addition, throughout the year, the public has also emphasized the needs for development of affordable rental housing, neighborhood stabilization, and public facility's needs. Staff has also had inquiries on how the funding process worked and what types of programs could be funded using CDBG and HOME funds. No other comments were provided regarding the plan.

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

Program Year 3 Action Plan Institutional Structure Response

Turlock is a charter city and is managed utilizing the council-manager form of government. The five-person City Council provides policy direction to the city manager who is responsible for administering city operations. The City Council members are the leaders and policy makers elected to represent the community and to concentrate on policy issues that are responsive to citizens' needs and wishes. The city manager is appointed by the City Council to carry out policy and ensure that the entire community is being served. The City Council is the legislative body; its members are the community's decision makers.

The City of Turlock Housing Program Services Division will administer all of the activities specifically identified in the Annual Action Plan. This does not preclude the Housing Authority of the County of Stanislaus or other non-profit housing developers such as the Central Valley Coalition for Affordable Housing, Self Help Enterprises and Habitat for Humanity from undertaking activities within the City of Turlock or in any of the HOME Consortium jurisdictions. Other, as yet unidentified nonprofit housing entities are likewise welcome to participate in the delivery of affordable housing projects and activities.

The City of Turlock Housing Program Services Division works closely with other housing-related organizations and service providers in the County to ensure that the housing needs of City residents are addressed to the best ability of the network of such providers given available resources. Organizations and service providers in this network include:

- Other City agencies, including planning, building inspection, public facilities and maintenance as well as code enforcement/ graffiti abatement (public)
- Housing Authority of the County of Stanislaus (public)
- Stanislaus Community Development Department (public)
- Stanislaus Continuum of Care (nonprofit)
- Central Valley Coalition for Affordable Housing (nonprofit)
- STANCO (nonprofit)
- Habitat for Humanity (nonprofit)
- Stanislaus Community Assistance Project (nonprofit)

Public housing in the City of Turlock and throughout the jurisdictions of the HOME Consortium are provided and managed by the Stanislaus County Housing Authority.

The City of Turlock Housing Program Services Division as well as the Turlock /Stanislaus County HOME Consortium members work in conjunction with the Housing Authority to ensure that the City and County housing programs work in tandem to provide quality housing for all low-income residents. Operations of the Housing Authority are controlled by a 7-member Board of Directors, which are appointed by the Stanislaus County Board of Supervisors. Five members serve 4-year terms and two members are "Tenant Representatives" and serve 2-year terms. The City of Turlock is not involved in these appointments. A combination of federal, state, and local dollars will continue to be employed to assist those in need of essential services within Stanislaus County.

The Housing Authority of the County of Stanislaus administers the Housing Choice Voucher Program (known as Section 8) expects to receive approximately $26,786,105 for the operation and implementation of the Section 8 Program.

To the extent that a gap exists in the institutional structure, a strategy of the ConPlan and Annual Action Plan is to take action to close that gap. Example of gap closure is the effort of the Stanislaus County Continuum of Care to link potential partners to successfully and fully implement a program project as well as new partnerships formed with agencies supporting the expansion of the Homeless Management Information System (HMIS). With the limited number of those agencies that input into the HMIS system, the Continuum data reflects low utilization numbers when that is not the reality. The City of Turlock and County of Stanislaus has supported additional help to providers so that they can engage in the HMIS system to enter utilization data.

The Stanislaus County Continuum of Care is providing Homeless Prevention and Rapid Rehousing (HPRP) participants with access to HMIS software operated by Client Track. The four (4) agencies receiving funding for HPRP, within Stanislaus County, have agreed to share limited Universal Data Elements for clients enrolled in HPRP. HMIS data sharing helps reduce the instances of assistance gaps by allowing a streamlined intake process where agencies can refer clients to one another without duplication of intake as well as to prevent the duplication of services. The group also meets monthly in a subcommittee meeting, after the Housing Coalition meeting, to work out any issues with implementation and reporting for HPRP.

The working relationships between the City and these organizations are strong and facilitative. Due to the City's relatively small size, communication is typically direct and immediate. As a result, gaps in program or service delivery are typically not the result of poor institutional structure or lack of intergovernmental cooperation, but rather due to shortcomings in available resources.

The City of Turlock Annual Action Plan, which also includes the Turlock/Stanislaus County HOME Consortium Action Plan identifies the City departments and decision-making bodies responsible for implementing each program of the plan. Overall coordination of affordable housing efforts, particularly those to which federal funds are allocated, is provided by the City's Housing Program Services Division under the direction of the Housing Program Manager and Director of Development Services. The five-year strategy plan of this Consolidated Plan does not identify any significant gaps or needs in relation to institutional structure. Therefore, the City of Turlock Housing Program Services Division does not propose to take any actions or steps to improve the institutional structure over the coming year.

Turlock serves as the lead agency in coordinating with the other HOME Consortium cities for the HOME program. Many of the nonprofit groups that the City of Turlock collaborates with also work together with the other HOME Consortium Cities to develop programs and activities that improve low- and

moderate-income neighborhoods. The principal provider of community development and economic development programs, housing projects and financial support will be the City of Turlock in coordination with the HOME Consortium where applicable.

Lastly, the certified 2007-2014 Housing Element and the City's Turlock Municipal Code require the City to hold a public hearing each year to solicit input on whether the current cap on the number of emergency shelter beds for the homeless are provided within a special overlay zoning district defined for that purpose. The ordinance was enacted in July 2011 to address State legislation (Senate Bill 2) that requires all cities provide accommodation for emergency shelters for the homeless.

Currently, the City has 98 beds authorized pursuant to the new zoning provisions. Of the 98 beds authorized, 49 are currently available for use; the remaining 49 are to be developed over the next year. The ordinance was adopted with a cap on the number of beds to address community concerns. The State Housing and Community Development Department, that reviews and certifies the housing element for each city, supported the ordinance with the provision that the City annually review the cap to ensure that it does not become an obstacle to the development of homeless shelters within the City of Turlock. The annual review is incorporated into the process of updating the Annual Action Plan to ensure that the cap is reviewed in the context of the City's overall program to provide affordable housing to its citizens.

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Program Year 3 Action Plan Monitoring Response

To ensure that the City is meeting the long-term comprehensive planning requirements, a Consolidated Annual Performance and Evaluation Report (CAPER) will be compiled which will subsequently be submitted to HUD for review and approval. When bidding and performing work financed by HOME and CDBG funds, it is the adopted policy of the City of Turlock to conduct outreach efforts to provide an equal opportunity for the participation of licensed minority and female contractors.

The City of Turlock Housing Program Services Division has established monitoring procedures for its Sub-recipients in order to ensure compliance with all CDBG requirements and objectives. Those procedures include written

contracts with Sub-recipients before funds are distributed and workshops with applicants and all new Sub-recipients to ensure that they understand all reporting requirements. Quarterly reports prior to draw requests will be required to ensure compliance and eligibility, as well as the timeliness of expenditures by all of the City's CDBG-funded nonprofits.

Specifically, the objectives of the City's monitoring program are to:

1) Ensure that sub-recipients implement their program and individual activities, as described in the application and the sub-recipient Agreement.
2) Ensure that sub-recipients conduct its activities in a timely manner, in accordance with the schedule included in the Agreement.
3) Ensure that sub-recipients costs charged to the project are eligible under applicable laws and CDBG and HOME regulations and reasonable in light of the services or products delivered.
4) Ensure that sub-recipients conduct activities with adequate control over program and financial performance, and reasonable in light of the services or products.
5) Ensure that sub-recipients have continuing capacity to carry out the approved project, as well as other grants for which it may apply.
6) Identify potential problem areas and assist the sub-recipients with applicable laws and regulations compliance.
7) Assist sub-recipients in resolving compliance problems through discussion, negotiation, and the provision of technical assistance and training.
8) Provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected and not repeated.
9) Comply with the federal monitoring requirements of 24 CFR 570.501(b) and 24 CFR 85.40.
10) Determine if any conflicts of interest exist in the operation of the CDBG program per 24 CFR 570.611.
11) Ensure that required records are maintained to demonstrate compliance with applicable regulations.
12) Verify that the outputs and outcomes are realized in a timely manner.

In addition, annual reports are required of each sub-recipient. The City also has a memorandum of understanding with other City Departments (i.e. the Streets and Facilities and Engineering Departments) that receive CDBG funds.

Fair Housing

As administrators of CDBG and HOME funds, the City of Turlock in collaboration with the City of Modesto and the Stanislaus Urban (CDBG) County issued a joint RFP in 2011-2012, and selected with Project Sentinel for a multi-year regional agreement for the provision of fair housing services, which included:

- Tenant/landlord counseling and dispute resolution services
- Investigation of all bona fide fair housing complaints
- Outreach and education services
- Information and referral services
- Fair housing cases and auditing
- Tester recruitment and training
- State certified lawyer's referral service
- Public service announcements through radio and cable television
- Foreclosure counseling and prevention

Due to the reduction in CDBG funds, each jurisdiction has had to reduce their funding for fair housing. The City of Turlock will contribute $10,000 toward this regional effort.

Lead-Based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low income, low-income and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

Program Year 3 Action Plan Lead-Based Paint Response

City of Turlock

The City of Turlock's Rehabilitation Program began testing the paint in homes built before 1978 that are rehabilitated through the City's below-market rate or deferred payment loan programs. A certified lead assessor report is now required for all homes built before 1978. If any lead is found in the home, corrective measures that comply with lead-based paint requirements must be accomplished before funding or inclusion in the rehab process. In addition, homes included in the City's First-Time Homebuyers program and built before 1978 must be tested for lead paint by a certified lead assessor. The City of Turlock has contracted with a firm to do certify lead assessments

Stanislaus Urban County

Although lead was banned from residential paint in 1978, a significant number of pre-1978 housing units still exist within the Stanislaus Urban County jurisdiction. The presence of lead-based paint constitutes an active or latent problem that may now or in the future cause harm. The 2006-2010 ACS5 estimates that there are 38,142 housing units that were constructed prior to 1978 within the Stanislaus Urban County jurisdictions (2006-2010 ACS5-Year Estimates). Based on the assumption that residential units built prior to 1978 may contain some form of lead-based paint, it is estimated that after 2010, the Stanislaus Urban County jurisdiction has 15,975 housing units that contain active or latent lead based paint hazards occupied by extremely low-income, low-income, and moderate income families.

All housing related programs administered by the Stanislaus Urban County, including those in collaboration with the HOME Consortia and the HACS, have policies in place which require that all units constructed before 1978 be screened for lead-based paint hazards. The lead-based paint regulation that became effective April 22, 2010 added a requirement that requires contractors bidding on the rehabilitation of homes built prior to 1978 provide documentation of EPA Lead Renovation and Repair and Painting certification. If lead is found in any housing unit, a lead-based paint clearance test is conducted, after the work has been completed, by a licensed contractor with expertise in this type of work. Final payment is not released until the unit has passed the lead-based paint testing requirements. These requirements will assist Stanislaus County in its goal to eliminate the lead-based hazards

The HSA of Stanislaus County serves as the lead agency for both the City of Turlock and the Stanislaus Urban County in the identification, documentation and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the HSA, 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 HSA in partnership with the Department of Environmental Resources conducts the investigation of residences where children with elevated levels of lead reside.

The Stanislaus Urban County partnered with the Childhood Lead Poisoning Prevention Program to distribute information in the unincorporated areas of Stanislaus County and PJs. If the source of lead exposure is related to the residential physical environment (e.g. peeling paint that indicates the presence of

lead) then the Housing Rehabilitation Program may participate in source eradication.

Within the Stanislaus Urban County jurisdiction, there were four cases of childhood lead-based poisoning investigated by Stanislaus County in Fiscal Year 2010-2011. The cause of the lead exposure was connected to the housing unit in 3 of these cases. During the previous ten years, there has been an average of 3 cases per year of childhood lead-based poisoning investigated by Stanislaus County. An average of one case per year is determined to have a lead exposure connected to the housing unit. In these cases, housing program information is given to the household in order to determine if the household can be assisted by any of the Stanislaus Urban County housing programs.

All housing related programs administered by the Stanislaus Urban County, including those in collaboration with the HOME Consortia and the HACS, have policies in place which require that all units constructed before 1978 be screened for lead-based paint hazards. The lead-based paint regulation that became effective April 22, 2010 added a requirement that requires contractors bidding on the rehabilitation of homes built prior to 1978 provide documentation of EPA Lead Renovation and Repair and Painting certification. If lead is found in any housing unit, a lead-based paint clearance test is conducted, after the work has been completed, by a licensed contractor with expertise in this type of work. Final payment is not released until the unit has passed the lead-based paint testing requirements. These requirements will assist Stanislaus County in its goal to eliminate the lead-based hazards within the units of our community.

HOUSING

Specific Housing Objectives

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.

2. Describe how federal, state and local public- and private-sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 3 Action Plan Specific Objectives Response

Table 19 summarizes the City's quantified objectives for housing production by income level.

Table 19
Quantified Housing Objectives by Income Level in Turlock (2012-2013)

Income Level	Extremely Low	Very Low	Low	Moderate
New Construction	25	25	30	0
Rehabilitation				
o Rehab-Single Family	3	3	4	0
o NSP Foreclosures	0	1	3	0
Multi-Family	0	3	3	0
Transitional/Permanent Supportive Housing	3	1	0	0

Table 20 provides a breakdown of the funding for the HOME Consortium for the 2012–2013 program year.

Table 20
2012-2013 HOME Spending by Entity

HOME Consortium member	Allocation ($)
City of Ceres	$ 85,368
City of Hughson	0
City of Newman	84,482
City of Oakdale	73,626
City of Patterson	77,775
City of Turlock	108,103
City of Waterford	79,343
County of Stanislaus (unincorporated areas)	131,998
CHDO set aside (15% of allocation	128,139
Administration (10% of allocation)	85,426
Total Funding	**$854,260**

Match for the HOME funds will be attained through nonfederal sources that include CalHome, local inclusionary housing in lieu funds and any LMI funds from the Housing Successor Agency (formerly RDA funds), if available.

Housing Rehabilitation and Neighborhood Revitalization

1) **Housing Rehabilitation Loan Program**

This activity provides low interest rehabilitation loans to qualifying home owners and owners of rental properties. Loan principal and interest are paid back over time. This activity also includes emergency loans, which provides funds to repair failing roofs, inoperable sewer lines, and other emergencies regarding health and safety. The funds can also be utilized for sewer hook-ups. Typically, the main emphasis of the City of Turlock Housing Program has been placed on Housing Rehabilitation, where the need has continued to grow. These projects consist of owner- occupied rehabilitation, reconstruction, and emergency conditions.

Source of funds:	CDBG, CDBG-R, NSP, CalHOME & program income
Clients to be served:	Low-income households or renters
Expected level of funding, 2012-2013:	$680,000 (CDBG and CDBG-R) $10,000 (NSP)
Number of households to be assisted:	7 to 10
General Objective Category:	Decent Housing
General Outcome Category:	Availability/Accessibility

New Affordable Housing Construction/ Affordable Housing Projects

The following activities will be undertaken in the 2012 fiscal year to encourage the development of affordable housing in the City of Turlock:

Fast Track Permit Processing

This is an ongoing activity for the City, providing "fast-track" processing for development proposals that include affordable housing. This expedited process helps to reduce the carrying costs for such projects.

Source of funds:	This is a procedural activity (covered under admin costs) that does not require the expenditure of any additional Housing Program funds.

Avena Bella Multi Family Affordable Housing Project

In FY 2010-2011, after a Request for Proposal (RFP) and negotiating process, the City's Redevelopment Agency entered into two Disposition and Development Agreements for the construction in two phases of 141 affordable rental units located at 500 West Linwood in Turlock. The Redevelopment Agency has provided $5,000,000 in the form of a loan to Phase One of the project. Construction has begun in April 2012 and will be completed in July 2013.

Source of funds: $5,000,000 loan by the Turlock Redevelopment Agency (City of Turlock Housing Successor Agency)

The City will continue providing financial assistance for development of other affordable housing projects targeting very low-income residents of the community. The City works closely with the developers of affordable housing projects to bring in more Federal and State funds for the development of affordable housing projects.

Housing Affordability (Assistance Programs) Turlock

1) **Down Payment Assistance**

This program, also known as the First Time Home Buyer Program (FTHB), provides low-interest loans to first-time, low-income homebuyers. Loans are provided interest free for the first five years, with a fixed three (3) percent interest rate, initiating on the 61st month. Debt is amortized over the following 25 years and there are penalties for subsequent sale to non-low-income homebuyers. The First Time Home Buyer Program underwent an extensive rewrite of the policies and procedures during 2010 to create a program more in line with the needs of the community.

Housing prices in the City of Turlock have dropped significantly over the last few years. However, due to the high unemployment rate and the more stringent rules for obtaining a primary home loan, this program has not been as productive as the City had hoped. While the funding for this program in FY 2011 is still relatively low, it is anticipated that within the next few years, there will be an increased demand for this program.

The City's 2009 CalHOME grant as well as the CalHOME grant of 2012 ($1,000,000) will also supplement the First Time Home buyer Program.

Source of funds:	HOME/ CalHOME / NSP
Expected level of funding, 2012-2013:	**$100,000** [HOME] **$680,000** (CalHOME)
Clients to be served:	Low-income first time homebuyers.
Number of households to be assisted:	10-13 or more
General Objective Category	Decent Housing
General Outcome Category:	Affordability

2) Educational Programs

This activity will ensure that information on affordable housing issues and programs in the City of Turlock are made available to City residents, developers, and local lenders, by placing program brochures, copies of City documents, and other pertinent information on the City's website as well as in the Housing Program Services offices and City Hall. This information is made available to community-based groups serving lower income residents.

Source of funds: This is a procedural activity (covered under administrative costs) that does not require the expenditure of any additional Housing Program funds.

3) Fair Housing Programs

A public services contract has been awarded to Project Sentinel to carry out these activities with regard to furthering fair housing, and tenant landlord services. The City of Turlock is participating in the Smart Valley Places Grant program in a regional analysis of Impediments to Fair Housing Analysis during the coming program year.

Source of funds:	CDBG
Expected level of funding, 2012:	**$10,000**
Clients to be served:	Citywide
Number of households to be assisted:	120
General Objective Category	Decent Housing
General Outcome Category:	Availability/Accessibility

EQUAL HOUSING OPPORTUNITY

4) Planning for Future Housing and Infrastructure Needs

The City of Turlock's Planning Division will complete the downtown housing plan in order of the furtherance of good community development, environmental compliance, neighborhood revitalization, planning, environmental compliance and capacity building. Development of these plans will help determine future housing needs for all income levels throughout the City. The City has completed its efforts to conform with SB2 (Homeless shelter by right zoning) to include in the completed draft of the new the Housing Element of the General Plan as well as an update to the Downtown Overlay Plan to increase housing opportunities downtown.

Source of funds:	RDA Low Mod Funds
Expected level of funding, 2012:	**$35,000 Housing Successor Agency**
Clients to be served:	Residents citywide
General Objective Category	Suitable Living Environment
General Outcome Category:	Sustainability

The City of Turlock will also embark on a sidewalk construction program which leverages ADA funds to increase accessibility and enhance safe routes to schools in the CDBG targeted census tracts.

Source of funds:	CDBG Funds
Expected level of funding, 2012:	**$250,000 CDBG**
Clients to be served:	Targeted census tract residents
General Objective Category	Suitable Living Environment
General Outcome Category:	Sustainability

5) Homeless Collaboration Programs

The City of Turlock will enter into a collaborative grant application with We Care and Children's Crisis Center (both nonprofit agencies) to see ESG funds through the State of California Housing and Community Development Department.

Source of funds:	ESG (State of California)
Expected level of funding, 2012:	**$ Maximum to be determined**
Clients to be served:	Homeless/ at risk of homelessness
General Objective Category	Suitable Living Environment
General Outcome Category:	Sustainability

HOME Consortium Member Programs

At the county level, the following programs are available:

- *Down Payment Assistance Program.* Stanislaus County's First-Time Homebuyer down payment assistance program is designed to assist lower-income households realize homeownership. Eligibility for participation is based on household income. The maximum available is $75,000. Down payment assistance funds are available for existing or new homes in the unincorporated areas of the county.

- *Housing Rehabilitation Program.* The county's housing rehabilitation program targets homes in the unincorporated areas that are in need of repair. The maximum available is $60,000. This program is administered by the Housing Authority.

- Foreclosure prevention. Stanislaus County staff will continue to stay involved in foreclosure related seminars and workshops to assist households in danger of foreclosure.

- CHDO Development. The Turlock/Stanislaus County HOME Consortium has certified three Community Housing Development Organizations (CHDO), to collaborate with the HOME Consortium. The three CHDO's

are Habitat for Humanity- Stanislaus, specializing in rehabilitation and home reconstruction for home ownership, Central Valley Coalition for affordable Housing (CVCAH) which develops and rehabilitates affordable units, and STANCO which develops and rehabilitates units for permanent supportive housing.

Activities conducted by other members of the HOME Consortium include the following:

Ceres

- Owner-Occupied Rehabilitation
- First Time Homebuyers Assistance
- Rental Rehabilitation

Hughson

This is their first year as part of the HOME Consortium. They will be developing their procedures to allow for formal participate in the HOME program.

Newman

First Time Home Buyers Assistance

Rental Rehabilitation

Oakdale

First Time Homebuyers Assistance

Patterson

Owner-Occupied Rehabilitation

First Time Home Buyer Assistance

Waterford

- Owner-Occupied Rehabilitation
- First Time Homebuyers Assistance
- Rental Rehabilitation

Ceres, Hughson, Newman, Oakdale, Patterson, Stanislaus County, Turlock and Waterford all participate in CHDO activities.

McKinney Vento Act Funds

The Urban County is not a direct recipient of McKinney Vento Act funds, but members of the Stanislaus County Continuum of Care will continue to seek this funding source on an individual basis to address housing needs for the homeless in Stanislaus County. Wherever possible, the City of Turlock will collaborate with the Continuum of Care in the implementation and delivery of services to the homeless.

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

Program Year 3 Action Plan Public Housing Strategy Response

Public housing in the City of Turlock is provided and managed by the Housing Authority of the County of Stanislaus. The City of Turlock Housing Program Services Division works in conjunction with the Housing Authority to ensure that the City and County housing programs work in tandem to provide quality housing for all low-income City residents. Operations of the Housing Authority are controlled by a 7-member Board of Directors, which are appointed by the Stanislaus County Board of Supervisors. Five members serve 4-year terms and two members are "Tenant Representatives" and serve 2-year terms. The City of Turlock is not involved in these appointments.

The Stanislaus County Housing Authority is **not** designated a "troubled Public Housing Authority" by HUD.

Need: Shortage of Affordable Housing for All Eligible Populations

The City of Turlock has identified two strategies to address the needs of public housing in the 2010 Consolidated Plan. Those strategies include:

1) the City of Turlock to pursue funds to construct new affordable rental housing units;

2) The City of Turlock will continue working with the Housing Authority to continue/expand Section 8 programs.

The Avena Bella Project at the end of Phase Two build out will provide an additional 141 units of low, very low and extremely low rental units for families as well as disabled individuals and families.

When opportunities arise, the City of Turlock will continue to assist the Housing Authority in the rehabilitation of its existing public housing units and in the search for opportunities to increase their public housing inventory.

Credit counseling and home ownership courses are also offered to low/moderate-income individuals/households through partnerships with Community Housing and Shelter Services, Habitat for Humanity, Project Sentinel, Clearpoint, and the Home Loan Counseling Center. This allows first time homebuyer households to better prepare for homeownership and the homeownership process. The City will also continue to partner with the Housing Authority to provide housing opportunities for farm workers, migrants, homeless, special needs, low-income families, and multiple-family construction projects.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

Program Year 3 Action Plan Barriers to Affordable Housing Response

The communities in the HOME Consortium make a concerted effort to remove any barriers to affordable housing. The strategy below applies to Turlock, but Turlock is similar to the other communities in the HOME Consortium, which make similar efforts. The communities of the HOME Consortium communicate with each other and compare strategies with regard to ensuring affordable housing.

During 2012-2013, the City of Turlock will be participating in the Smart Valley Places Grant (grant funds from HUD) that is administered through the nonprofit Smart Valley Places. Turlock will participate in the regional Assessment of Impediments to Fair Housing as part of this regional initiative. The benefits of this participation allow both the City of Turlock as well as the Turlock/Stanislaus County HOME Consortium to focus funds in those locations for which grant assistance may be effective in eliminating barriers. The Regional Analysis of Impediments to Fair Housing is expected to be completed during the 2012-2013 program year.

The City of Turlock will continue to monitor city and area unemployment rates to ascertain if changes are warranted in the housing programs to better address economic barriers to affordable housing.

Further, the City of Turlock's Housing Program Services Division works closely with the City's Economic Development Department to help provide economic opportunities to the community. The most significant effort taken by the City of Turlock has been the development of the West side Industrial Specific Plan whereby the City annexed and master planned approximately one thousand six hundred acres for the development of industrial and commercial uses. In April 2012, Blue Diamond Almond Growers broke ground on an eighty acre site to construct almost 500,000 square feet of industrial/commercial development to locate their new processing facility. It is anticipated that there will be an additional 200 jobs during the construction phase and up to 400 new jobs when the processing facility opens in the summer of 2013.

During 2012-2013, the City will complete the update to the Downtown overlay plan of the General Plan to address using the second stories of existing commercial buildings and allowing greater height limits in the downtown to increase densities as well as mixed uses.

The Foreclosure Crisis

The changed economic circumstances confronted in Stanislaus County, especially those affecting homeownership and rental housing markets, must be viewed as potential threats to fair housing choice. Clearly, vacancy rates in single-family dwellings have been rising rapidly throughout Stanislaus County as more and more homes have gone into foreclosure or been abandoned, while the number of properties teetering on the verge of delinquency and default remains high and continues to grow. The member jurisdictions of the HOME Consortium collaborated with the Stanislaus County Housing Authority, mortgage lenders, Habitat for Humanity and first time home buyers to coordinate implementation of the NSP program (through Stanislaus County and its NSP allocation).

HOME/American Dream Down Payment Initiative (ADDI)

1. Describe other forms of investment not described in § 92.205(b).

2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.

3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must

a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
d. Specify the required period of affordability, whether it is the minimum 15 years or longer.
e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a federally designated Empowerment Zone or Enterprise Community.
f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

4. If the PJ is going to receive American Dream Down Payment Initiative (ADDI) funds, please complete the following narratives:
   a. Describe the planned use of the ADDI funds.
   b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.
   c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

Program Year 3 Action Plan HOME/ADDI Response

The Turlock/Stanislaus County HOME Consortium uses HOME funds to administer down payment assistance loans. The federal HOME funds must be matched by non-federal resources (24 CFR Sec. 92.218-222). All HOME-eligible activities require a match of 25 percent (one dollar of local or state resources for every four federal dollars spent) unless specific exemptions have been granted by HUD. Funding for the required funding match will be derived primarily from the closed out Rental Rehabilitation Program Income and RDA 20 percent Housing Set-Aside funds if they are available, pending legislative action.

The HOME Consortium adheres to the resale and recapture guidelines as set forth by HUD. The HOME Consortium has two options (resale or recapture) for controlling the resale of any property or development that is HOME funded. The HOME Consortium enforces the recapture option to ensure that it recuperates the entire HOME subsidy if the HOME recipient decides to sell the property within the affordability period. The HOME Consortium does not utilize HOME funds to refinance existing debt secured by multifamily dwellings for rehabilitation loans.

The HOME Consortium had previously received American Dream Down Payment Initiative (ADDI) funds but does not have a current allocation.

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.

2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.

3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.

4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.

5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Program Year 3 Action Plan Special Needs Response

The City does not directly provide any homeless services. The City works with other local agencies to provide shelters and other housing needs for the homeless community. In Fiscal Year 2012, the City will continue to provide funds through CDBG public services grants to nonprofit organizations such as United Samaritan Foundation and We Care who serve the homeless population through lunch trucks, emergency food boxes and a seasonal cold weather shelter. Both of these agencies utilize the Homeless Management Information System (HMIS) program to track the characteristics and needs of the homeless population.

During 2012-2013 the City will conclude the grant activities associated with the Homelessness Prevention and Rapid Re-Housing Program (HPRP) grant that the City was part of a collaborative competitive application was awarded $1,600,000 through the State of California Housing and Community Development (HCD) Activities provided through this funding are focused on either providing financial assistance to help pay for housing, or services to keep people in housing or to find housing. HPRP assistance is not intended to provide long-term support. Assistance is focused on housing stabilization, linking program

participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability.

Stanislaus Community Assistance Project (SCAP) serves as the lead agency in the grant. The other partners in the grant include United Samaritan Foundation, We Care, Children's Crisis Center and the City of Turlock. The City of Turlock also provides office space for SCAP to see Turlock clients and provide casework management.

Through new funds in the Stanislaus County Continuum of Care, We Care has been awarded $95,703.00 to provide 3 transitional housing units in Turlock. The units will be available for single homeless adults with income who meet program criteria. These are supportive housing units which will include the following supportive services: case management, employment and educational assistance, life skills training, financial management skills training, housing counseling, transportation vouchers, and referrals.

Lastly, the City has entered into an agreement with the Turlock Gospel Mission in February 2012 for a city owned building for the development of a homeless day center call the Homeless Assistance Ministry Center or "HAM Center". The grand opening occurred the beginning of March 29, 2012 and is open 8:00 a.m.-5:00 p.m. seven days per week. They are located at Turlock Youth Center building, 1030 East Avenue, Turlock.

At this time, the City does not use the McKinney-Vento Homeless Assistance Act program or receive special funding from the state or federal governments. However, the City continues its partnership with the Turlock/Modesto/Stanislaus Continuum of Care to address issues of homelessness and also now has a representative on the Continuum of Care Executive Committee. Through the Continuum, the City continues to move forward to accomplish goals related to combating homelessness.

The City is not in a position to implement a Discharge Coordination Policy.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to state recipients, and a description of how the allocation will be made available to units of local government.

Program Year 3 Action Plan ESG Response

Neither the City of Turlock nor the Turlock/Stanislaus County HOME Consortium is a state recipient of Emergency Shelter Grants. However, the City of Turlock is eligible to apply for ESG grant through the State of California

Housing and Community Development. During the coming Program year, the city will be entering into collaboration with We Care and Children's Crisis Center and Turlock Gospel Mission to apply for the maximum amount of funds to focus on those populations that are at risk for homelessness as well and re-house those who have become homeless. The grant application, which is due in November 2012, will focus on a program comprised of three components; emergency shelter, immediate rehousing and then placement into stabilized housing. All aspects will include case management and support services.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.

2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in Section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Program Year 3 Action Plan Community Development Response

Turlock's primary community development need is economic development. One of the top priorities of the public sector is job creation, and with the economic downturn the City believes this to be a justified priority. The efforts over the past year to secure Blue Diamond Almond Growers coming to Turlock will now focus on the construction of their facility and then creating linkages with their supplies and vendors to encourage those companies and jobs to locate here as well.

Historically, a major component of the economic development strategy in Turlock included the activities of the Turlock Redevelopment Agency. The City will watch for legislative action in which new economic tools may develop to assist our community in furthering the economic climate.

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

Program Year 3 Action Plan Antipoverty Strategy Response

The City has a multipronged approach to addressing the issue of reducing poverty through ensuring an adequate, affordable, quality housing supply, improving the employment skills of the community and ensuring access to an adequate nutritional food supply. The City is particularly focused on ensuring quality housing options to low-income individuals through the production of new low-income units as well, the rehabilitation of existing low-income units and combating rental discrimination against minorities.

The City realizes that it cannot combat poverty alone, and it is a top priority of the City to coordinate with other entities where needed. The City is particularly committed to coordinating with the County of Stanislaus, which is responsible for many housing and social service programs. The City also coordinates with other entities such as the Continuum of Care and various community-oriented nonprofit groups that have a stake in the community. It is a top goal of the City to ensure that it accesses all available grant money to assist the community.

The communities throughout the County of Stanislaus including Turlock, partner with the Alliance Worknet, which provides a wide range of employment and training services to the community through various programs under the Federal Workforce Investment Act (WIA). The Alliance is overseen by two separate entities: the Stanislaus County Board of Supervisors and the Stanislaus Economic Development and Workforce Alliance Board (Alliance). The primary function of the Alliance is to increase the readiness of the local workforce to accept employment opportunities.

The City of Turlock will join Stanislaus County in continuing to partner with the Alliance Worknet and MUC in the creation and provision of programs that provide training and employment opportunities for low and moderate income individuals.

The Alliance partners with Stanislaus County and its cities in fulfilling the following objectives:

1. Promotion of Stanislaus County and its nine incorporated cities as a desirable location for new and expanding businesses.
2. To work with public agencies and local businesses to promote cooperation in the economic development process.
3. To assist in business retention and expansion efforts by offering programs for technical and financial assistance.

4. The Alliance offers these programs: Technical Assistance, Training and Education, and Loan Programs. The Alliance's Certified Development Corporation Loan Program can provide up to one million dollars for plant and equipment for local business. This corporation also offers confidential, one-on-one counseling to businesses needing assistance in a variety of areas, and a small business center that offers a wide variety of training seminars and conferences for the business community throughout the year.

The Alliance maintains a small revolving loan fund for gap financing. Typically, the Alliance will provide up to half the business financing needs while a bank provides the other half. The Alliance revolving loans are for terms of up to 7 years and are at competitive interest rates.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-Homeless Special Needs (91.220 (c) and (e))

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.

2. Describe how federal, state and local public- and private-sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 3 Action Plan Specific Objectives Response

The City of Turlock will fund through CDBG public service grants both the Food Bank as well as the Emergency Food Box and the Senior Meals programs in 2012-2013. During this economic downturn, the focus of the various grant programs administered by the City of Turlock has remained for the basic needs of food and shelter.

Further, the City will continue to assist disabled individuals through the Housing Rehabilitation and Reconstruction Program. The City of Turlock works collaboratively with Disability Resource Association for Independent Living (DRAIL) to assist those who are identified in their program as in need of assistance for accessibility and health and safety issues in their homes. These projects are not reported separately from other rehabilitation projects. Currently, the City of Turlock is completing its second of two homes in the NSP program that has received major residential rehab for handicap accommodations. The accommodations in this house includes handicap-accessible kitchen and bathroom, and ramps for wheelchair accessibility. Any of the rehabilitation or

reconstruction projects under taken in FY 2012 will be considered for handicap accessible improvements as needed.

Housing Opportunities for People with AIDS

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/type of housing activities to be done during the next year.

2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.

3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.

4. Report on annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.

5. Report on the use of committed leveraging from other public and private resources that helped to address needs identified in the plan.

6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.

7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers and recommendations for program improvement.

8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.

9. Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.

Program Year 3 Action Plan HOPWA Response

Neither the City of Turlock nor the Stanislaus County HOME Consortium receives HOPWA funds.

Specific HOPWA Objectives

Describe how federal, state and local public- and private-sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.

No other narrative is included.

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Accomplishments missing in table below.

If the following table is attachment C, where and what is attachment A-B?

ATTACHMENT C

Housing and Community Development Activities		Needs	Current	Gap	5-Year Quantities											
					Year 1		Year 2		Year 3		Year 4		Year 5		Cumulative	
					Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
01 Acquisition of Real Property 570.201(a)		105	0	105	21		21		21		21		21		105	0
02 Disposition 570.201(b)		0	0	0											0	0
Public Facilities and Improvements	03 Public Facilities and Improvements (General) 570.201(c)	0	0	0	3		3		3	2	3		3		15	0
	03A Senior Centers 570.201(c)	0	0	0											0	0
	03B Handicapped Centers 570.201(c)	0	0	0											0	0
	03C Homeless Facilities (not operating costs) 570.201(c)	0	0	0					1						0	0
	03D Youth Centers 570.201(c)	0	0	0											0	0
	03E Neighborhood Facilities 570.201(c)	0	0	0											0	0
	03F Parks, Recreational Facilities 570.201(c)	0	0	0											0	0
	03G Parking Facilities 570.201©	0	0	0											0	0
	03H Solid Waste Disposal Improvements 570.201(c)	0	0	0											0	0
	03I Flood Drain Improvements 570.201(c)	0	0	0											0	0
	03J Water/Sewer Improvements 570.201(c)	0	0	0											0	0
	03K Street Improvements 570.201(c)	0	0	0											0	0
	03L Sidewalks 570.201(c)	0	0	0											0	0
	03M Child Care Centers 570.201(c)	0	0	0											0	0
	03N Tree Planting 570.201(c)	0	0	0											0	0
	03O Fire Stations/Equipment 570.201(c)	0	0	0											0	0
	03P Health Facilities 570.201(c)	0	0	0											0	0
	03Q Abused and Neglected Children Facilities 570.201(c)	0	0	0											0	0
	03R Asbestos Removal 570.201(c)	0	0	0											0	0
	03S Facilities for AIDS Patients (not operating costs) 570.201(c)	0	0	0											0	0
	03T Operating Costs of Homeless/AIDS Patients Programs	0	0	0											0	0
04 Clearance and Demolition 570.201(d)		0	0	0											0	0
04A Clean-up of Contaminated Sites 570.201(d)		0	0	0											0	0
Public Services	05 Public Services (General) 570.201(e)	###	0	###	###										###	0
	05A Senior Services 570.201(e)	1000	0	1000	200		200		200		200		200		1000	0
	05B Handicapped Services 570.201(e)	0	0	0											0	0
	05C Legal Services 570.201(E)	0	0	0											0	0
	05D Youth Services 570.201(e)	340	0	340	68		68		68		68		68		340	0

05E Transportation Services 570.201(e)	0	0	0											0	0
05F Substance Abuse Services 570.201(e)	0	0	0											0	0
05G Battered and Abused Spouses 570.201(e)	0	0	0											0	0
05H Employment Training 570.201(e)	0	0	0											0	0
05I Crime Awareness 570.201(e)	0	0	0											0	0
05J Fair Housing Activities (if CDBG, then subject to 570.201(e)	900	0	900	180		180		180	20	180		180		900	0
05K Tenant/Landlord Counseling 570.201(e)	0	0	0											0	0
05L Child Care Services 570.201(e)	0	0	0											0	0
05M Health Services 570.201(e)	0	0	0											0	0
05N Abused and Neglected Children 570.201(e)	0	0	0											0	0
05O Mental Health Services 570.201(e)	0	0	0											0	0
05P Screening for Lead-Based Paint/Lead Hazards Poison 570.201(e)	0	0	0											0	0
05Q Subsistence Payments 570.204	0	0	0											0	0
05R Homeownership Assistance (not direct) 570.204	0	0	0											0	0
05S Rental Housing Subsidies (if HOME, not part of 5% 570.204	0	0	0											0	0
05T Security Deposits (if HOME, not part of 5% Admin c	0	0	0											0	0
06 Interim Assistance 570.201(f)	0	0	0											0	0
07 Urban Renewal Completion 570.201(h)	0	0	0											0	0
08 Relocation 570.201(i)	0	0	0											0	0
09 Loss of Rental Income 570.201(j)	0	0	0											0	0
10 Removal of Architectural Barriers 570.201(k)	0	0	0											0	0
11 Privately Owned Utilities 570.201(l)	0	0	0											0	0
12 Construction of Housing 570.201(m)	10	0	10	2		2		2		2		2		10	0
13 Direct Homeownership Assistance 570.201(n)	35	0	35	7		7		7		7		7		35	0
14A Rehab; Single-Unit Residential 570.202	20	0	20	4		4		4		4		4		20	0
14B Rehab; Multi-Unit Residential 570.202	0	0	0											0	0
14C Public Housing Modernization 570.202	0	0	0											0	0
14D Rehab; Other Publicly-Owned Residential Buildings 570.202	0	0	0											0	0
14E Rehab; Publicly or Privately-Owned Commercial/Indu 570.202	0	0	0											0	0
14F Energy Efficiency Improvements 570.202	0	0	0											0	0
14G Acquisition - for Rehabilitation 570.202	0	0	0											0	0
14H Rehabilitation Administration 570.202	0	0	0											0	0
14I Lead-Based/Lead Hazard Test/Abate 570.202	0	0	0											0	0
15 Code Enforcement 570.202(c)	0	0	0											0	0
16A Residential Historic Preservation 570.202(d)	0	0	0											0	0
16B Non-Residential Historic Preservation 570.202(d)	0	0	0											0	0

	17A CI Land Acquisition/Disposition 570.203(a)	0	0	0											0	0
	17B CI Infrastructure Development 570.203(a)	0	0	0											0	0
	17C CI Building Acquisition, Construction, Rehabilitation 570.203(a)	0	0	0											0	0
	17D Other Commercial/Industrial Improvements 570.203(a)	0	0	0											0	0
	18A ED Direct Financial Assistance to For-Profits 570.203(b)	0	0	0											0	0
	18B ED Technical Assistance 570.203(b)	0	0	0											0	0
	18C Micro-Enterprise Assistance	0	0	0											0	0
	19A HOME Admin/Planning Costs of PJ (not part of 5% Ad	0	0	0											0	0
	19B HOME CHDO Operating Costs (not part of 5% Admin ca	0	0	0											0	0
	19C CDBG Non-profit Organization Capacity Building	0	0	0											0	0
	19D CDBG Assistance to Institutes of Higher Education	0	0	0											0	0
	19E CDBG Operation and Repair of Foreclosed Property	0	0	0											0	0
	19F Planned Repayment of Section 108 Loan Principal	0	0	0											0	0
	19G Unplanned Repayment of Section 108 Loan Principal	0	0	0											0	0
	19H State CDBG Technical Assistance to Grantees	0	0	0											0	0
20 Planning 570.205		0	0	0											0	0
	21A General Program Administration 570.206	5	0	5	1		1		1		1		1		5	0
	21B Indirect Costs 570.206	0	0	0											0	0
	21D Fair Housing Activities (subject to 20% Admin cap) 570.206	0	0	0											0	0
	21E Submissions or Applications for Federal Programs 570.206	0	0	0											0	0
	21F HOME Rental Subsidy Payments (subject to 5% cap)	0	0	0											0	0
	21G HOME Security Deposits (subject to 5% cap)	0	0	0											0	0
	21H HOME Admin/Planning Costs of PJ (subject to 5% cap	5	0	5	1		1	1	1	1	1	1	1		5	0
	21I HOME CHDO Operating Expenses (subject to 5% cap)	5	0	5	1		1		1		1		1		5	0
22 Unprogrammed Funds		0	0	0											0	0
	31J Facility based housing – development	0	0	0											0	0
	31K Facility based housing - operations	0	0	0											0	0
	31G Short term rent mortgage utility payments	0	0	0											0	0
	31F Tenant based rental assistance	0	0	0											0	0
	31E Supportive service	0	0	0											0	0
	31I Housing information services	0	0	0											0	0
	31H Resource identification	0	0	0											0	0
	31B Administration - grantee	0	0	0											0	0
HOPWA	31D Administration - project sponsor	0	0	0											0	0
D B	Acquisition of existing rental units	0	0	0											0	0

	Production of new rental units	0	0	0										0	0
	Rehabilitation of existing rental units	0	0	0										0	0
	Rental assistance	0	0	0										0	0
	Acquisition of existing owner units	0	0	0										0	0
	Production of new owner units	0	0	0										0	0
	Rehabilitation of existing owner units	20	0	0	5		5		5		5		5	20	0
	Homeownership assistance	0	0	0			4		4					0	0
HOME	Acquisition of existing rental units	0	0	0										0	0
	Production of new rental units	0	0	0										0	0
	Rehabilitation of existing rental units	0	0	0										0	0
	Rental assistance	0	0	0										0	0
	Acquisition of existing owner units	0	0	0										0	0
	Production of new owner units	0	0	0										0	0
	Rehabilitation of existing owner units	0	0	0										0	0
	Homeownership assistance	0	0	0										0	0
	Totals	###	0	###	###	0	484	0	484	0	484	0	484	0	###	0

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Council Synopsis

May 8, 2012

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager
Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Amending the City of Turlock Fiscal Year 2011/12 General and Non-General Fund Budgets

2. DISCUSSION OF ISSUE:

The FY 2011/12 General and Non-General Fund Budgets were adopted on June 14, 2011. The budgets were prepared with the best information available at the time. However during the course of the fiscal year unanticipated changes make it necessary to recommend budget amendments as detailed in this report.

General Fund Revenue

110-20-35050 - Police Services - Miscellaneous Revenue - $9,000
This revenue reflects additional donations that have been made to the Police Department.

110-40-400-34172 - Planning - Smart Valley Places Grant Revenue - $10,000
This revenue reflects the transfer in of revenue to pay for contemplated activities for which the grant was received in the current fiscal year.

General Fund and Non-General Fund Expense

511-10-151-38001 - Health Fund - Transfers in From Departments - $900,000 ($554,880 in General Fund, $345,120 in Non-General Fund)
The Health Care Fund is the City funded health care plan for City of Turlock employees. Among other things the operation of the fund is affected by (1) employee utilization, (2) utilization management by a firm hired by the City, (3) effectiveness of the level of discounts obtained by the network provider and those medical providers that contract with that provider and (4) management of risk through re-insurance for catastrophic health care events. The four items are specifically called out for this report as they have had the most significant impact in cost containment or cost increases of all areas affecting the plan.

(1) In Fiscal Year 10/11 this fund closed with a deficit balance of $116,985. Changes were made to the Heath Plan that anticipated reducing expenses through utilization. Employees made significant changes in utilization including elimination of a high cost provider. These changes have improved utilization significantly.

(2) Utilization management has not contained costs as expected or budgeted. This is primarily due to the management of major medical cases. In FY 10/11 we experienced 11 medical claims that exceeded the stop loss value of $95,000. This resulted in an increase of our re-insurance premium of over $400,000 to a cost of over $1,600,000, and an increase to our stop loss from $95,000 to $110,000. In the current fiscal year there have been four claims that have exceeded the $110,000 stop loss, with the cost to the re-insurance in excess of $1,700,000. This creates the risk of cancellation or additional increases in our cost of re-insurance. As a result utilization management has been switched to a company with a much stronger history of major medical claim management.

(3) Our health plan enjoyed significant discounts as a member of the Interplan network. However, Interplan has been acquired by other firms and is now known as HealthSmart. HealthSmart is located in Texas and has a focus on a broad, nationwide network of providers. This focus has seen significant reduction on the percentage discount available to our plan by network providers in California. Network by Design is a west coast focused company that currently has over 18,000 medical providers in network. A sampling of claims were evaluated from providers that belong to both networks and that analysis showed the discounts for the same providers on those claims would have saved almost $500,000 in claims payments for costs our plan has incurred. It is clear there will be significant savings by changing our network provider to Network by Design. That change has been implemented to be effective on June 1, 2012.

(4) As previously discussed we manage our risk by insuring against a catastrophic event with stop loss or re-insurance. We have enjoyed a 30 year relationship with our current provider and they continue to work with us as we reshape our health plan administration. The cost containment and control on major claims is essential to be able to purchase re-insurance at a stop loss and premium level that is viable for the costs of our health plan.

As noted above administrative changes have been implemented to control costs of our medical plan. However, the timing of these changes leave the health plan in need of a current year infusion of $900,000 to ensure the plan will not close the year in the negative.

General Fund Expenses

110-10-104-43181 - City Clerk - Contract Municipal Code Updates - $9,500
The number of municipal code changes and updates has significantly increased and thus requires this additional budget allocation to complete the updating process.

110.10.110041002 - Human Resources - Part Time - $1,600
Due to the heavy workload in Human Resources and the current staffing levels a limited part time person is needed to process all the required work.

110-10-110-43065 - Human Resources - Copier Maintenance/Lease - $850
The budget in Human Resources requires this adjustment due to the heavy demands and the need to maintain the copier.

110-10-110-44001 Human Resources - Supplies General - $800
The heavy workload in Human Resources requires greater use of supplies than originally budgeted resulting in this needed adjustment for supplies.

110-10-110-47040 - Human Resources - Conferences - $350
Attendance at the Calpera Labor Training is needed for Human Resource staff to handle all their required duties.

110-10-112.47304 - Sales Tax Contingency Audit - $8,000
We pay MuniServices for sales tax auditing services $625 per quarter, plus 25% of sales tax findings. Recently MuniServices had sales tax findings exceeding $41,000 resulting in a billing of $10,427.27.

110-20-205-43080 Police Investigations – Drug Testing – ($500)
Reduced expenditures are projected for this line item.

110-20-205-43215 - Police Investigations – Cal-ID Program - ($500)
Reduced expenditures are projected for this line item.

110-20-215-41100-001 - Animal Control – Overtime Standard - ($2,807)
Reduced expenditures are projected for this line item.

110-20-215-43222 - Animal Control – Vet Service - ($2,500)
Reduced expenditures are projected for this line item.

110-20-220-41100-001 – Neighborhood Services – Overtime Standard - ($3,725)
Reduced expenditures are projected for this line item.

110-20-220-44001-060 – Neighborhood Services – Supplies Graffiti Abatement – ($1,000)
Reduced expenditures are projected for this line item.

110-20-220-46020 – Neighborhood Services – Fleet Maintenance Labor - $1,000
Increased expenditures are projected for this line item.

110-20-220-46031 - Neighborhood Services – Gas & Oil - $2,000
Increased expenditures are projected for this line item.

110-300-30-41100-001 - Fire Department Overtime – Requesting $50,000
The Fire Department is asking for consideration of a mid-year budget adjustment for overtime. The Fire Department has eliminated monthly meetings and training to help reduce the overtime budget deficit.

The factors leading to this adjustment are:

1. The department carried into this fiscal year one (1) Engineer vacancy and by the end of calendar year 2011 there were a total of five (5) vacancies. The Fire Department has been able to fill three (3) of the positions but there are still 2 vacancies. The Fire Department did not anticipate having four (4) retirements this year which impacted the organization at the engineer level. To maintain staffing levels the vacant positions are filled through overtime. There will be some small salary savings to help offset the overtime, but we project it will not be sufficient. The Fire Department expects to fill these positions in June or July of 2012 when more firefighters have qualified to take the fire engineers test.
2. Some long term injuries have impacted Fire Department overtime budget in a way that was anticipated.

3. 96 hour cap on Compensatory Time off (CTO) due to 56 hours awarded to each firefighter as part of the 2011 negotiation process has impacted the overtime budget. This time awarded can be spread over multiple fiscal years; however we don't know how much time employees will use in the current budget year.

4. We based the current overtime budget on the adopted 09/10 budget which was ultimately $43,389 dollars over budget at the end of the year. Using the actual number for historical reference would have been a more accurate accounting number for this year. It is also noted that the Fire Department did finish last year at the close of FY 10/11 with $154,253 dollars in salary and benefit savings.

In summary, the Fire Department has experienced difficulty in filling the engineer positions, some long term injuries, and CTO are the factors leading to this recommendation to adjust the Fire Department overtime budget.

110-40-400-43131 – Planning – Smart Valley Places Grant Expenses $8,768
This budget adjustment will allow necessary work on the grant to go forward in the current fiscal year.

Non-General Fund Expenses

405-40-405-41002 – Building - Part Time - $4,000
Backfill for maternity leave.

405-40-405-43060 – Building – Contract Services $20,000
Work on Nexus Study.

405-40-405-46020 – Building – Fleet Maintenance Labor ($500)
Reduced expenditures are projected for this line item.

3. BASIS FOR RECOMMENDATION:

A. Changes to assumptions made at the time of budget adoption need to be refined based on experience and actual outcomes during FY 11/12.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s):

c. ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Budget Amendment: See Exhibits A and B

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Adopt no amendment to the budgets and make adjustments in the closing of the fiscal year. Staff does not recommend this option.

EXHIBIT A

MID YEAR BUDGET REVIEW

General Ledger Account					Department	Description	Increase/ (Decrease)
General Fund Revenue							
110	20	200	35050		Police Services	Miscellaneous Revenue	$ 9,000.00
110	40	400	34172		Planning	Smart Valley Places Grant Revenue	$ 10,000.00
General Fund Expenses							
110	10	104	43181		City Clerk	Contract-Municipal Code Updates	$ 9,500.00
110	10	110	41002	000	Human Resources	Part Time	$ 1,600.00
110	10	110	43065		Human Resources	Copier Maintenance/Lease	$ 850.00
110	10	110	44001	000	Human Resources	Supplies General	$ 800.00
110	10	110	47040		Human Resources	Conferences	$ 350.00
110	10	112	47304		General Government	Sales Tax Contingency Audit	$ 8,000.00
110	20	205	43080		Police - Investigations	Drug Testing	$ (500.00)
110	20	205	43215		Police - Investigations	Cal-ID Program	$ (500.00)
110	20	215	41100	001	Animal Control	Overtime-Standard	$ (2,807.00)
110	20	215	43222		Animal Control	Vet Service	$ (2,500.00)
110	20	220	41100	001	Neighborhood Services	Overtime-Standard	$ (3,725.00)
110	20	220	44001	060	Neighborhood Services	Supplies-Graffiti Abatement	$ (1,000.00)
110	20	220	46020		Neighborhood Services	Fleet Maintenance Labor	$ 1,000.00
110	20	220	46031		Neighborhood Services	Gas & Oil	$ 2,000.00
110	30	300	41100	001	Fire Services	Overtime	$ 50,000.00
110	40	400	43131		Planning	Smart Valley Places Grant Expenses	$ 8,768.00
Non-General Fund Expenses							
405	40	405	41002	000	Building	Part Time	$ 4,000.00
405	40	405	43060	000	Building	Contract Services	$ 20,000.00
405	40	405	46020		Building	Fleet Maintenance Labor	$ (500.00)

EXHIBIT B

CHARGES TO DEPARTMENTS FOR HEALTH FUND DEFICIT FY 11-12					
		Budgeted Medical & Vision Subtotal by Dept,.	Allocation %	Amount to Allocate $900,000 By Dept.	Allocation by Fund
110-10-100	City Council	$ 54,479	0.9%	$ 8,026	
110-10-102	City Manager	$ 45,400	0.7%	$ 6,688	
110-10-104	City Clerk	$ 18,160	0.3%	$ 2,675	
110-10-106	Finance	$ 90,799	1.5%	$ 13,376	
110-10-108	City Attorney	$ 36,320	0.6%	$ 5,350	
110-40-400	Planning	$ 90,799	1.5%	$ 13,376	
110-10-110	Human Resources	$ 90,799	1.5%	$ 13,376	
110-20-200	Police - Support Services Division	$ 488,801	8.0%	$ 72,007	
110-20-205	Police - Special Operations Division	$ 399,516	6.5%	$ 58,854	
110-20-210	Police - Field Operations Division	$ 1,198,547	19.6%	$ 176,563	
110-30-300	Fire Services	$ 907,990	14.9%	$ 133,760	
110-20-215	Animal Services	$ 54,479	0.9%	$ 8,026	
110-61-622	Recreation - Community Programs & Events	$ 18,160	0.3%	$ 2,675	
110-61-624	Recreation - Sports	$ 18,160	0.3%	$ 2,675	
110-50-500	Public Facilities	$ 54,479	0.9%	$ 8,026	
110-60-600	Park Maintenance	$ 90,799	1.5%	$ 13,376	
110-61-620	Parks, Recreation & PFM Administration	$ 18,160	0.3%	$ 2,675	
110-61-630	Recreation - Prevention/Youth & PAL	$ 18,160	0.3%	$ 2,675	
110-20-220	Neighborhood Services	$ 72,639	1.2%	$ 10,701	$ 554,880
505-50-525	Fleet Services	$ 72,639	1.2%	$ 10,701	$ 10,701
501-10-131	Information Technology	$ 72,639	1.2%	$ 10,701	$ 10,701
405-40-405	Building & Safety Division	$ 127,119	2.1%	$ 18,726	$ 18,726
410-51-530	Water Quality Control	$ 617,433	10.1%	$ 90,957	
410-51-531	Water Quality Control - Collection	$ 181,737	3.0%	$ 26,772	
410-51-532	Water Quality Control - Storm	$ 145,278	2.4%	$ 21,402	$ 139,130
217-50-510	Streets - Gas Tax (Street Maintenance)	$ 181,598	3.0%	$ 26,752	$ 26,752
425-40-415	Transit - Dial-A-Ride	$ 36,320	0.6%	$ 5,350	$ 5,350
420-52-550	Water Enterprise	$ 381,356	6.2%	$ 56,179	$ 56,179
502-40-410	Engineering	$ 254,237	4.2%	$ 37,453	$ 37,453
621-10-198	Redevelopment Successor Agency	$ 18,160	0.3%	$ 2,675	$ 2,675
205-60-602	Regional Sports Complex	$ 36,320	0.6%	$ 5,350	
205-60-604	Pedretti Sports Complex	$ 18,160	0.3%	$ 2,675	$ 8,026
246-60-600	Landscape Assessment	$ 127,119	2.1%	$ 18,726	$ 18,726
255-41-485	Housing Program Services	$ 54,479	0.9%	$ 8,026	$ 8,026
256-41-486	HOME Consortium	$ 18,160	0.3%	$ 2,675	$ 2,675
		$ 6,109,398	100.0%	$ 900,000	$ 900,000

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE CITY OF TURLOCK FISCAL YEAR 2011/12 GENERAL AND NON-GENERAL FUND BUDGETS	**RESOLUTION NO. 2012-**

WHEREAS, the City Council adopted a budget for the General and Non-General Funds to cover the projected expenses for the fiscal year on June 14, 2011; and

WHEREAS, during the course of the fiscal year, unanticipated changes made it necessary to recommend budget amendments as detailed in Exhibits A and B.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt amendments to the General and Non-General Fund budgets as submitted for Fiscal Year 2011-12.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of May, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

MID YEAR BUDGET REVIEW

General Ledger Account					Department	Description	Increase/ (Decrease)
General Fund Revenue							
110	20	200	35050		Police Services	Miscellaneous Revenue	$ 9,000.00
110	40	400	34172		Planning	Smart Valley Places Grant Revenue	$ 10,000.00
General Fund Expenses							
110	10	104	43181		City Clerk	Contract-Municipal Code Updates	$ 9,500.00
110	10	110	41002	000	Human Resources	Part Time	$ 1,600.00
110	10	110	43065		Human Resources	Copier Maintenance/Lease	$ 850.00
110	10	110	44001	000	Human Resources	Supplies General	$ 800.00
110	10	110	47040		Human Resources	Conferences	$ 350.00
110	10	112	47304		General Government	Sales Tax Contingency Audit	$ 8,000.00
110	20	205	43080		Police - Investigations	Drug Testing	$ (500.00)
110	20	205	43215		Police - Investigations	Cal-ID Program	$ (500.00)
110	20	215	41100	001	Animal Control	Overtime-Standard	$ (2,807.00)
110	20	215	43222		Animal Control	Vet Service	$ (2,500.00)
110	20	220	41100	001	Neighborhood Services	Overtime-Standard	$ (3,725.00)
110	20	220	44001	060	Neighborhood Services	Supplies-Graffiti Abatement	$ (1,000.00)
110	20	220	46020		Neighborhood Services	Fleet Maintenance Labor	$ 1,000.00
110	20	220	46031		Neighborhood Services	Gas & Oil	$ 2,000.00
110	30	300	41100	001	Fire Services	Overtime	$ 50,000.00
110	40	400	43131		Planning	Smart Valley Places Grant Expenses	$ 8,768.00
Non-General Fund Expenses							
405	40	405	41002	000	Building	Part Time	$ 4,000.00
405	40	405	43060	000	Building	Contract Services	$ 20,000.00
405	40	405	46020		Building	Fleet Maintenance Labor	$ (500.00)

EXHIBIT B

CHARGES TO DEPARTMENTS FOR HEALTH FUND DEFICIT FY 11-12		Budgeted Medical & Vision Subtotal by Dept,.	Allocation %	Amount to Allocate $900,000 By Dept.	Allocation by Fund
110-10-100	City Council	$ 54,479	0.9%	$ 8,026	
110-10-102	City Manager	$ 45,400	0.7%	$ 6,688	
110-10-104	City Clerk	$ 18,160	0.3%	$ 2,675	
110-10-106	Finance	$ 90,799	1.5%	$ 13,376	
110-10-108	City Attorney	$ 36,320	0.6%	$ 5,350	
110-40-400	Planning	$ 90,799	1.5%	$ 13,376	
110-10-110	Human Resources	$ 90,799	1.5%	$ 13,376	
110-20-200	Police - Support Services Division	$ 488,801	8.0%	$ 72,007	
110-20-205	Police - Special Operations Division	$ 399,516	6.5%	$ 58,854	
110-20-210	Police - Field Operations Division	$ 1,198,547	19.6%	$ 176,563	
110-30-300	Fire Services	$ 907,990	14.9%	$ 133,760	
110-20-215	Animal Services	$ 54,479	0.9%	$ 8,026	
110-61-622	Recreation - Community Programs & Events	$ 18,160	0.3%	$ 2,675	
110-61-624	Recreation - Sports	$ 18,160	0.3%	$ 2,675	
110-50-500	Public Facilities	$ 54,479	0.9%	$ 8,026	
110-60-600	Park Maintenance	$ 90,799	1.5%	$ 13,376	
110-61-620	Parks, Recreation & PFM Administration	$ 18,160	0.3%	$ 2,675	
110-61-630	Recreation - Prevention/Youth & PAL	$ 18,160	0.3%	$ 2,675	
110-20-220	Neighborhood Services	$ 72,639	1.2%	$ 10,701	$ 554,880
505-50-525	Fleet Services	$ 72,639	1.2%	$ 10,701	$ 10,701
501-10-131	Information Technology	$ 72,639	1.2%	$ 10,701	$ 10,701
405-40-405	Building & Safety Division	$ 127,119	2.1%	$ 18,726	$ 18,726
410-51-530	Water Quality Control	$ 617,433	10.1%	$ 90,957	
410-51-531	Water Quality Control - Collection	$ 181,737	3.0%	$ 26,772	
410-51-532	Water Quality Control - Storm	$ 145,278	2.4%	$ 21,402	$ 139,130
217-50-510	Streets - Gas Tax (Street Maintenance)	$ 181,598	3.0%	$ 26,752	$ 26,752
425-40-415	Transit - Dial-A-Ride	$ 36,320	0.6%	$ 5,350	$ 5,350
420-52-550	Water Enterprise	$ 381,356	6.2%	$ 56,179	$ 56,179
502-40-410	Engineering	$ 254,237	4.2%	$ 37,453	$ 37,453
621-10-198	Redevelopment Successor Agency	$ 18,160	0.3%	$ 2,675	$ 2,675
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256-41-486	HOME Consortium	$ 18,160	0.3%	$ 2,675	$ 2,675
		$ 6,109,398	100.0%	$ 900,000	$ 900,000

8B

Council Synopsis

May 8, 2012

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to sign an amended agreement between the City of Turlock and the Carnegie Arts Foundation to return $90,000 and all accrued interest on the $100,000 Performance Security to the Carnegie Foundation and to retain $10,000 of the $100,000 as a security deposit for the Carnegie Center and pay the accrued annual interest to the Foundation by July 31 of each calendar year

2. DISCUSSION OF ISSUE:

On October 13, 2009 The City of Turlock entered into a lease agreement with the Carnegie Arts Foundation to control and operate, when remodeled and constructed, the Carnegie Center. Item 5 P of the agreement states:

> *(p) Performance Security. Lessee shall provide City with a cash performance security in the amount of One Hundred Thousand Dollars ($100,000.00) to ensure faithful performance of the terms and conditions of the Agreement. Interest on the cash performance security shall be payable to Lessee.*

The Foundation opened and began operating the building in September of 2011 and has enjoyed success. Based on the months of successful operation the Foundation has requested that the requirement to have $100,000 on deposit with the City be waived and the full Performance Security returned. If the City desires a continued Performance Security deposit the Foundation recommends that the City retain six months of the cost to have the building in a non-operating status as the required deposit. The Foundation calculates this six month value at $8,934.00. This action, if approved, would require a change in the original agreement. The Foundation represents that the money on deposit is not part of their endowment funding and therefore would be helpful in their operational cash flow as they run the Center.

In limited research we found that security type deposits are common in commercial leases. There were not any legal or other guidelines on how much a security deposit should be other than the dollar amount, holding terms and return of the deposit after the lease ends. These terms will be agreed upon and clearly

spelled out in the lease agreement. The concerns from the City point of view are how the City would respond if, for whatever reason, the Foundation ceased to run the Center. It seems likely that there would be continued desire for the building to be in operation for the use of our citizens who are ultimately the owners of the building. As the City has to budget on an annual basis or amend budgets to deal with issues during the fiscal year it seems that a six month window is a reasonable length of time for operational costs to extend. However, the view of accepting this at the vacant rate may not be sufficient.

Council could consider many permutations of a security type deposit or may want to have a longer period of performance before changing the agreement. Council may consider a stepped reduction in the deposit along the lines of returning a portion of the deposit for every six months of successful operation until reaching the agreed upon deposit amount. The Foundation would like to have the deposited funds and accumulated interest to support the ongoing operational cash flow of the Center and not be required to have a deposit.

3. BASIS FOR RECOMMENDATION:

A) The Carnegie Arts Foundation has requested the return of their $100,000 performance deposit from the City along with accrued interest.

B) This action would require consent of a majority of Council and an amendment to the lease agreement the City entered into with the Carnegie Foundation to lease and operate the facility.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
Budget Amendment

5. CITY MANAGER'S COMMENTS:

Recommend amending the agreement to require a security deposit of $10,000 with annual accrued interest paid to the Foundation by July 31 of each year.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Refuse the request by the Carnegie Foundation and make no change to the existing agreement.

B. Amend the lease agreement and require no security or performance deposit and return the entire $100,000 to the Foundation along with accrued interest.

CARNEGIE
ARTS CENTER
250 North Broadway • Turlock, CA • 95380

March 27, 2012

Roy Wasden, City Manager
156 S. Broadway, Ste. 230
Turlock, CA 95380-5454

Dear Roy,

This is a snapshot of monthly expenses for November 2011 - January 2012. The expenses are averaged for an occupied building. Estimated expenses for an unoccupied building are also shown along with a column identifying what percentage of the whole was used to arrive at an unoccupied rate. You may find that city costs for some of the services listed are nominal, however, for discussion purposes we have provided our expenses.

Category	Nov	Dec	Jan	Average Occupied	Estimated Unoccupied	Percent of Occupied
Janitorial	1,087	1,335	1,335	1,252	313	25%
Landscape	165	165	165	165	165	100%
PG&E	121	882	590	531	266	50%
TID	1,543	1,725	1,207	1,492	746	50%
Security Monitoring	55	55	55	55	28	50%
Insurance (w/o Adams)	213	213	213	213	213	100%
TOTAL	3,184	4,375	3,565	3,708	1489	

Using these figures, a deposit of $8,934 would cover six months of expenses at the unoccupied rate. We are requesting that the security performance deposit not exceed this amount.

Thanks for your consideration.

Rebecca Phillips Abbott
Executive Director and Curator

CARNEGIE
ARTS CENTER
250 North Broadway • Turlock, CA • 95380

March 26, 2012

Roy Wasden, City Manager
156 S. Broadway, Ste. 230
Turlock, CA 95380-5454

Dear Roy,

We have appreciated your support in the past and come to you now with a request that we hope you will find well founded. Included in our lease agreement with the City is a provision in *Section 5. Operation and Maintenance, Paragraph p Performance Security* for a cash performance security in the amount of $100,000. Its purpose as stated was to "ensure faithful performance of the terms and conditions of this Agreement." While the Agreement provides for remedies in the event that it is breached, it was understandable that the City would question the ability of a foundation with no prior operating experience to carry out the terms of the Agreement. At the same time, it was unclear how the amount of $100,000 was arrived at and exactly what it protected.

Of course it is an amount that is substantial for any startup organization. For the Carnegie, it was also the only unrestricted funds remaining over and above a construction deposit primarily comprised of restricted funds. We have been operating successfully on unrestricted funds raised since, however, $100,000 provides us with a level of reserve that is both meaningful and prudent. We are requesting that the cash performance security of $100,000 plus interest be returned to the Carnegie Arts Center Foundation in view of its success to date and its reasonable need to have access to these funds.

Thanks very much for your consideration.

With best wishes,

Rebecca Phillips Abbott
Executive Director and Curator

City
VAULT
Clerk

CARNEGIE
LEASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 13th day of October, 2009, by and between **THE CARNEGIE ARTS CENTER FOUNDATION, TURLOCK, a California non-profit corporation** (hereinafter referred to as "Lessee") and the **CITY OF TURLOCK, a municipal corporation** (hereinafter referred to as "City").

RECITALS

WHEREAS, on November 23, 2005, the Carnegie, constructed in 1916, was destroyed by fire; and

WHEREAS, in October of 2007, the City Council identified approximately $7.6 million in funding from a variety of sources and approved the concept of reconstructing the Carnegie for the benefit of the community; and

WHEREAS, on June 23, 2009, the City of Turlock Redevelopment Agency conditionally committed to contributing the RDA funds necessary for the development and reconstruction of the Carnegie once a non-profit has been identified to operate and maintain the Carnegie, at no cost to the City, and subject to the City's approval of the non-profit's financial/business plan for the operation and maintenance of the Carnegie; and

WHEREAS, the City is committed to preserving and protecting sites and structures that have contributed to City's character and identity; and

WHEREAS, the mission of the Lessee is to fund, maintain and operate the Carnegie in order to promote the arts for the benefit of the community; and

WHEREAS, once constructed, Lessee intends to operate and maintain the Carnegie in accordance with the attached business plan and this lease, at no cost to City;

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

LEASE AGREEMENT

1. **Description of Premises**. The Carnegie, located at 250 North Broadway, when constructed will comprise the area shown on Exhibit A attached hereto (hereafter "Carnegie" or "Premises").

2. **Term**. The initial term of this Agreement shall commence on the date of execution of this Agreement and shall continue thereafter for twenty (20) years from that day or

until terminated as otherwise provided in this Agreement. City may terminate this Agreement with thirty (30) days written notice to Lessee pursuant to section 9.(a) of this Agreement if Lessee becomes insolvent or breaches any term or condition of this Agreement.

3. **Consideration**. Consideration for this Agreement includes the maintenance and operation by Lessee of the Carnegie for the uses set forth in paragraph 4 of this Agreement; Lessee agreeing to dedicate twenty-five percent (25%) of the programs and facilities at the Carnegie for youth programs, to include, but not be limited to, those activities set forth in section 4 below and the business plan attached to this Agreement as Exhibit B; Lessee granting the City the right to rent the Carnegie at the most favorable rate charged to non-profit corporations and organizations for similar uses and similar frequency and durations of use; and the payment by Lessee to City of One Dollar ($1.00) per year.

Lessee shall donate to City $600,000.00 for the planning, design, and construction of the Carnegie. If the planning, design and construction costs do not exceed revenue of $7,130,992.00, as set forth on Exhibit G, Lessee's donation will be returned to Lessee with interest. If the planning, design, and construction costs exceed $7,130,992.00, Lessee's donation, plus interest, will be used to fund the cost over and above $7,130,992.00. If any portion of Lessee's donation remains after any and all costs for planning, design, and construction of the Carnegie are paid, said amount will be returned to Lessee with any interest earned on that amount. Said funds shall be delivered to City concurrent with the execution of this Agreement.

4. **Use**. The Carnegie is leased to Lessee for the operation of the Carnegie. Such operations shall be principally for the presentation of arts programs and related activities, including, but not limited to, youth and adult art classes, dance classes, and drama classes; art shows, musical performances, dance performances, and theatrical performances; Teen Advisory Council meetings and Teens in Action meetings; fundraising activities related to these uses; and other related activities. Community, non-profit organizations, individuals and companies may also rent the Carnegie in order for the Lessee to generate revenues when it does not interfere with principal uses of the Carnegie. The Carnegie shall charge fees for the use of its facilities based upon the fee schedule attached to the business plan in Exhibit B. Exhibit B may be revised periodically by mutual agreement of the City and Lessee. Lessee shall comply with all City laws and regulations applicable to permits for special events and fundraising activities at the Carnegie. Except for the uses and events authorized by this paragraph, Lessee is specifically prohibited from re-permitting, leasing, or subleasing the Carnegie to any other organization without first obtaining written approval from City.

5. **Operation and Maintenance**.

(a) Financial Accounting: Lessee shall employ standard business accounting practices in managing the financial affairs of the Carnegie. Lessee shall provide City with access to the financial records of Lessee, with proof that Lessee has sufficient funds to maintain and operate the Carnegie in accordance with this Agreement. City's approval of Lessee's financial/business plan for the operation and maintenance of the Carnegie is a condition precedent to construction of the Carnegie.

(b) Signs: Specific language, location, materials, and design of all permanent signs on the Carnegie shall be approved by City prior to construction or installation. Lessee shall be responsible for meeting any and all signage requirements of City and for the cost of design, construction, and installation of any and all signage. The City will not unreasonably withhold approval of signage on naming rights.

(c) Hours of Operation: Lessee shall ensure Carnegie is staffed and open to the general public a minimum of five (5) days per week and thirty (30) hours per week, except for City recognized holidays or when closed for repairs or refurbishment. The Carnegie shall close no later than as approved in its Conditional Use Permit which is attached to this Agreement as Exhibit C. Hours of operation shall be clearly posted and visible to the general public on the exterior of the building.

(d) Programming: Lessee shall have sole responsibility for programming the Carnegie, including decisions related to exhibits, performances, classes, meetings and other activities. In all cases Lessee shall work with City staff to assure that City recreation classes and meetings are provided flexibility in planning activities and meetings in the Carnegie in a commercially reasonable manner.

(e) Keys and Security: Lessee shall be responsible for the security of the Carnegie, including keys, locks, and security systems. City shall be provided two keys and any security access codes to the building.

(f) Exclusive Control During Construction: The parties acknowledge that City has exclusive control and sole discretion over the Carnegie during its planning, design, and construction; including, but not limited to, if and when to advertise and award bids and construct the Carnegie. Nothing herein shall be construed to limit the sole and unfettered discretion of City regarding planning, design, and construction of the Carnegie.

If City, in its sole discretion, elects to reconstruct the Carnegie, the funding sources shall be expended in the following order:

(1) Insurance - $907,549.00

(2) Capital Facility Fees - $1,700,000.00

(3) Redevelopment Interest - $1,523,443.00

(4) Redevelopment Funds - $3,000,000.00

(5) CACF Donation - $600,000.00, plus interest

If the Carnegie is reconstructed, the budget for such reconstruction shall not exceed $7,730,992.00, as set forth on Exhibit H.

(g) Completion of Construction. Upon completion of the construction of the Carnegie and acceptance of it by City, as evidenced by the filing of a Notice of Completion, Lessee shall have control over the operation and maintenance of the Carnegie as set forth in this Agreement.

(h) Utilities. Lessee shall be responsible for the payment of all possible utilities including, but not limited to water, sewer, gas, electric, cable, computer, telephone, alarm and rubbish removal services associated with Lessee's use of the Carnegie.

(i) Alterations and Improvements. The Lessee shall not make any improvement or alterations to the Carnegie (interior or exterior) without the express written

permission of the City. Based on the improvements, City may stipulate insurance requirements of contractor who is hired by Lessee.

(j) Maintenance. Lessee shall maintain all portions of the Carnegie in good and sanitary order. The Lessee shall furnish all necessary materials and supplies including replacement parts as may be necessary to keep the Carnegie in good operating order. Lessee's obligation to maintain include the obligation to service, maintain and repair all electrical equipment which may be installed in the building. Lessee shall repair any vandalism done to the interior or exterior of the Carnegie. To the extent any such work is subject to California Labor Code Sections 1720 et seq., Lessees shall pay prevailing wages for such work unless otherwise exempt under said Labor Code Sections including, but not limited to, Labor Code Section 1720.4 (work performed by "volunteers" in compliance with said section). Lessee's attention is specifically directed to Labor Code Sections 1720 et seq. Copies of prevailing wage rates are on file at the City Clerk's office.

The City shall be not responsible for the replacement of any major components of electrical, plumbing and mechanical equipment. City shall not maintain nor repair the building exterior shell including walls, roof, exterior doors and major structural members. Maintenance of the Carnegie shall be consistent with the standards of care provided to City buildings by the Facilities Maintenance Division and in accordance with the maintenance schedule attached to this Agreement as Exhibit D. At least quarterly, staff from the Facilities Maintenance Division and Fire Division shall accompany a representative of Lessee on a tour of the Carnegie and evaluate its condition using standard City forms used for this purpose attached as Exhibit E. Deficiencies noted shall be addressed by Lessee within one (1) month, with the exception of hazardous conditions, which shall be eliminated within 24 hours by Lessee.

Lessee shall establish a reserve account to ensure the proper repair and maintenance of the facility. Said reserve account will comply with industry standards for similar size and quality in the County of Stanislaus.

(k) Landscape Maintenance. Lessee shall perform weekly landscape maintenance of the lawn, exterior vegetation, and hardscape. Landscaping shall be maintained in accordance with Planning Division and Facilities Maintenance conditions and standards.

(l) Entry by Owner. City reserves the right to enter the Carnegie at any time, and without notice, to take necessary corrective actions to preserve the Carnegie as a result of an emergency or sudden unexpected occurrence. The City will use its best effort to notify Lessee as soon as possible regarding the need for entry.

(m) Volunteer Waiver of Liability. Lessee shall be responsible to secure a signed City Waiver of Liability, Medical Release and Indemnification Agreement from each volunteer. The signed agreements will be held by the Lessee and City.

(n) Fees and Charges. Donations to the Carnegie shall be the responsibility and property of Lessee. Lessee shall obtain City approval of any and all use fees, rental charges, special event fees, or any and all other fees that Lessee intends to charge.

(o) Representatives of the Parties. The City Manager or designee shall represent City in all matters pertaining to the administration of this Agreement. All requirements of City pertaining to the Carnegie shall be coordinated through the City representative. Lessee's president or designee shall represent Lessee in all matters pertaining to the administration of

this Agreement. All requirements of Lessee pertaining to the Carnegie shall be coordinated through Lessee's representative.

(p) Performance Security. Lessee shall provide City with a cash performance security in the amount of One Hundred Thousand Dollars ($100,000.00) to ensure faithful performance of the terms and conditions of this Agreement. Interest on the cash performance security shall be payable to Lessee.

(q) Naming Rights: Lessee shall have naming rights within the interior of the Carnegie. Any proceeds generated by the naming rights shall be the property of the Lessee. Once a naming right or other in memoriam gift has been completed by Lessee's acceptance then that recognition shall remain in perpetuity, and this provision shall survive the expiration or termination of this Agreement, unless the Carnegie is sold and no longer controlled, leased, or under option by the City or any related entity.

(r) Furnishings: Lessee shall furnish the Carnegie and is solely responsible for any and all cost associated with furnishing the Carnegie. Lessee has committed to participate in the "Try Turlock First" program when purchasing products and supplies for the Carnegie.

(s) Annual Report: Lessee shall provide an annual report on the operations and programming at the Carnegie and present it to the City Manager. And if requested, Lessee will also make an annual report to the City Council.

6. **Insurance Requirements**. Lessee shall not take possession of the Carnegie under this Agreement until Lessee has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Lessee allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Lessee shall procure and maintain , or reimburse the City for procuring and maintaining, insurance for the duration of this Agreement 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 Lessee, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: Lessee 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 accident for bodily injury and property damage.

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) 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 (b) Lessee 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 and automobile policies are to 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 insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Lessee; and with respect to liability arising out of work or operations performed by or on behalf of Lessee, 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 Lessee's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide City a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

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

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

(f) Verification of Coverage: Lessee shall furnish City with original certificates and endorsements, including amendatory endorsements, effecting coverage

required by this Agreement. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: Lessee hereby agrees to waive subrogation which any insurer of Lessee may acquire from Lessee 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 Lessee, its agents, employees, independent contractors and subcontractors. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) Subcontractors: Lessee 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) City shall procure and maintain for the duration of this Agreement property insurance for the buildings and Lessee shall reimburse City for the cost of the property insurance.

7. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers, from and against any and all liability, loss, damage, claims, and expenses including reasonable costs, attorney's fees arising out of or resulting from Lessees activities in performance of this Agreement, except for the sole negligence or willful misconduct of City. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law. This indemnity provision shall survive the expiration or termination of this Agreement.

8. Possessory Interest Tax. The property interest created herein, if any, may be subject to property taxes. Should any property tax be imposed by the County of Stanislaus, or any other taxing agency, Lessee shall be responsible for its payment.

9. General Provisions.

(a) Termination of Agreement. City may terminate this Agreement, at its sole and absolute discretion, if Lessee is insolvent. In the event of a breach of the terms and conditions of this Agreement as set forth herein, the non-breaching party may terminate this Agreement by giving thirty (30) calendar days written notice and failure of Lessee to cure the breach within thirty (30) calendar days of said notice. City may seek any and all remedies permitted by law.

(b) Compliance with Laws. This Agreement shall be governed by the laws of the State of California and the City.

(c) Notices. All notices required or permitted by this Agreement, including note of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein. Notices shall be given as follows:

City of Turlock
Attention: Roy W. Wasden, City Manager
156 South Broadway, Suite 230
Turlock, California 95492
Telephone: (209) 668-5540

Lessee
Attention: President, Carnegie Arts Center Foundation, Turlock
P.O. Box 2568
Turlock, California, 95381-2568City, State, Zip
Telephone: (209) 632-4989

(d) Binding Effect. This agreement, except as otherwise specifically provided herein, shall be binding on and insure to the benefits of the parties and their respective successors and assigns.

(e) Mediation. The Parties agree to make a good faith attempt to resolve any dispute arising out of the Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

(f) Disclaimer of Condition of Property. City makes no warranty or representation of any kind concerning the Carnegie or the fitness of the Carnegie for the use intended by Lessee. Lessee will inspect the Carnegie prior to occupancy and Lessee waives any express or implied indemnity against City.

(g) Default by Lessee. In the event of any breach of this Agreement, City, in addition to other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Carnegie. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. The City will store this property for Lessee for a period of thirty (30) calendar days, after which time the City may dispose of the property in any manner, in its sole discretion, if the Lessee does not accept responsibility for the property.

(h) Force Majeure. If, due to an act of God, fire, flood, storm, inclement weather, earthquake, drought, acute restrictions or riot, war or insurrection, plant or animal infestation or disease, sudden or severe energy shortage, strike, work stoppage, work slowdown, or other concerted job action, or other condition of emergency or disaster beyond the control of either party which makes performance of any of its obligations under this Agreement impossible or extremely impracticable, such obligations shall be suspended during such time any such condition or conditions exist.

(i) Discrimination. Neither City nor Lessee shall discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, sex, disability, sexual orientation, or medical condition, in violation of state or federal laws, or any other basis otherwise prohibited by state or federal law.

(j) Assignment. This Agreement, either in whole or in part, is not assignable by Lessee without the prior written consent of City.

(k) Effect of Waiver of Breach or Violation. The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision of law shall not be deemed to be a waiver of any other term, covenant, or condition or law. The

subsequent acceptance by either party of any money that may become due hereunder shall not be deemed a waiver of any preceding breach or violation by the other party of any term or condition of this Agreement, or of any applicable law.

(l) Legal Actions; Attorney Fees. Any disputes regarding this Agreement shall be resolved according to the laws of the State of California. Any legal proceedings shall be instituted in the courts of the State of California and County of Stanislaus, irrespective of any claim of diversity of citizenship or other possible jurisdictional conditions. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable attorney's fees expended in connection with such an action from the other party, not to exceed Five Thousand Dollars ($5,000.00).

(m) Integrated Agreement. This document represents the entire and integrated Agreement between City and Lessee and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatever.

(n) Amendment of Agreement. This Agreement may be amended only by written instrument, signed by both City and Lessee.

(o) All Exhibits attached to this Agreement and identified herein are incorporated herein by reference.

(p) All activities will be conducted in compliance with Conditional Use Permit No. 2008-05.

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

CITY OF TURLOCK, a municipal corporation

By: Roy W. Wasden
Roy W. Wasden, City Manager

Date: 10-30-09

APPROVED AS TO SUFFICIENCY:

By:
Michael G. Pitcock, PE, Director of Development Services/City Engineer

APPROVED AS TO FORM:

By: Phaedra A Norton
Phaedra A. Norton, City Attorney

ATTEST:

By: Rhonda Greenlee
Rhonda Greenlee, CMC, City Clerk

CARNEGIE ARTS CENTER FOUNDATION, TURLOCK, a California non-profit corporation

By:

Title: PRESIDENT

Print name: PATRICK O'DONNELL

Date: 10.29.09

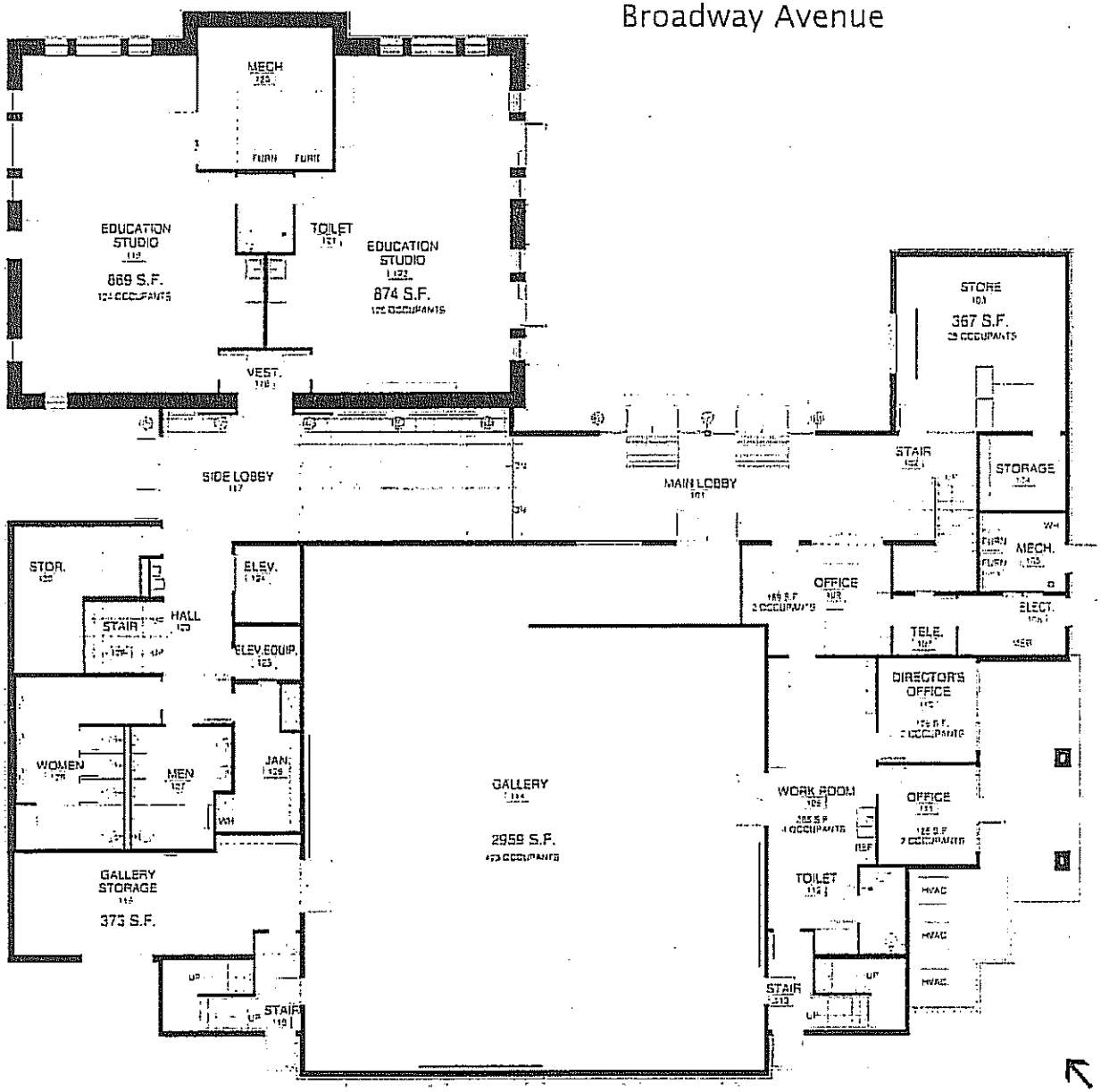
EXHIBIT A

PREMISES

(See attached following)

Broadway Avenue

Florence Street



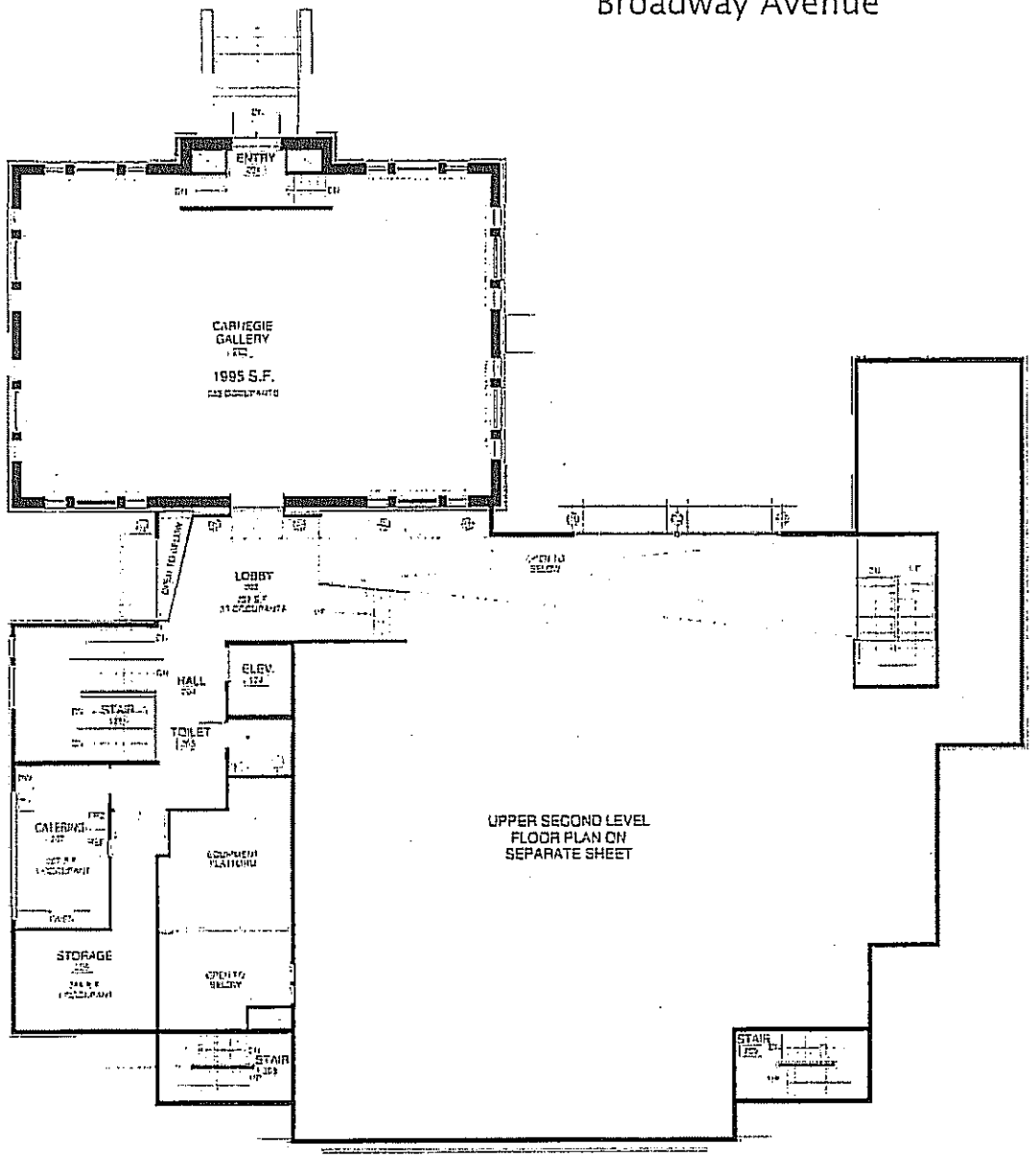
Carnegie Arts Center, Turlock, California

First Floor Plan

WME ARCHITECTS

Broadway Avenue

Florence Street

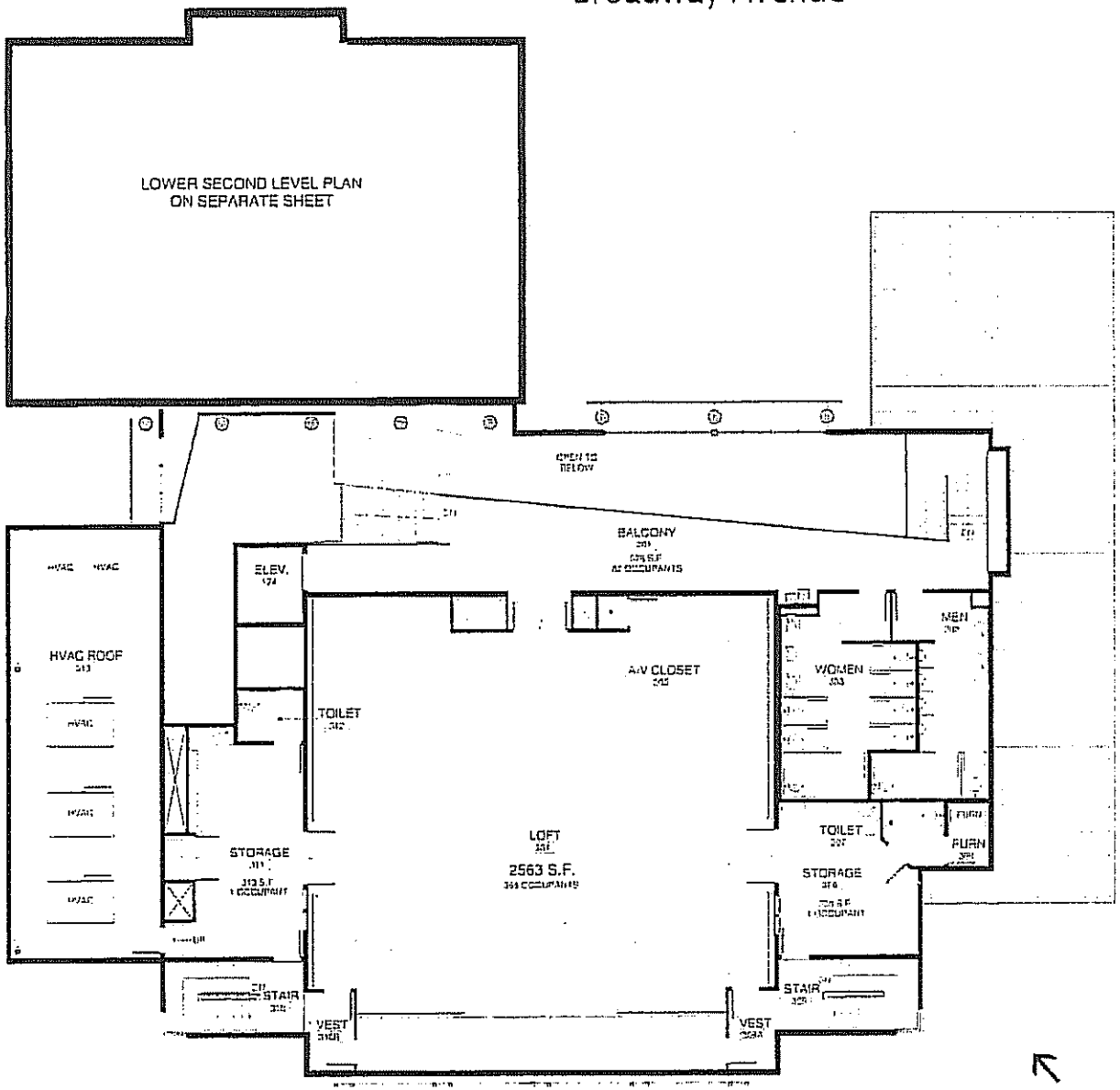


Carnegie Arts Center, Turlock, California

Lower Second Level Plan

Broadway Avenue

Florence Street



Carnegie Arts Center, Turlock, California

Upper Second Level Plan

WNS ARCHITECTS

EXHIBIT A

of Turlock
General Fund Impact of Adjusting
Reserve Balances for Insurance Activity

Projected General Fund Balance 6/30/10 $12,234,192 from mid-year budget review

	Work Comp Fund 144	Liability Fund 149	LTD Fund 104	Life Fund 104
Projected balance 6/30/10	$6,130,916	$4,704,090	$550,000	$560,000
Targeted Reserve Balance				
Open Claims	2,600,000	300,000	0	0
Pre-fund state unemployment claims		200,000		
For potential exposure	2,000,000	1,000,000	25,000	25,000
Targeted Reserve Balance	4,600,000	1,500,000	25,000	25,000
Remainder	$1,530,916	$3,204,090	$525,000	$535,000

Note - the projected balances are subject to change and the actual amount won't be known until the 2009-10 fiscal year is complete.

Allocate back to City funds in the same proportions as they contributed in original funding.

	Work Comp Fund 144	Liability Fund 149	LTD Fund 104	Life Fund 104	Totals
General Fund Portion	~~$1,040,548~~ $1,944,052	~~$2,298,213~~ $2,666,945	$366,702	$373,687	~~$4,079,150~~ $5,351,386
Non-General Fund Portion					
Sewer (Fund 129)	182,237	269,386	53,317	54,333	559,273
Water (Fund 141)	68,810	116,800	21,368	21,775	228,753
Engineering (Fund 142)	65,721	139,331	22,684	23,116	250,852
Building (Fund 128)	40,732	85,014	13,949	14,215	153,910
Others	132,868	295,346	46,980	47,874	523,068
Non-General Fund Portion	490,368	905,877	158,298	161,313	1,715,856
Total	$1,530,916	$3,204,090	$525,000	$535,000	$5,795,006

It should be noted that this is one-time money and should only be used for one-time expenditures.

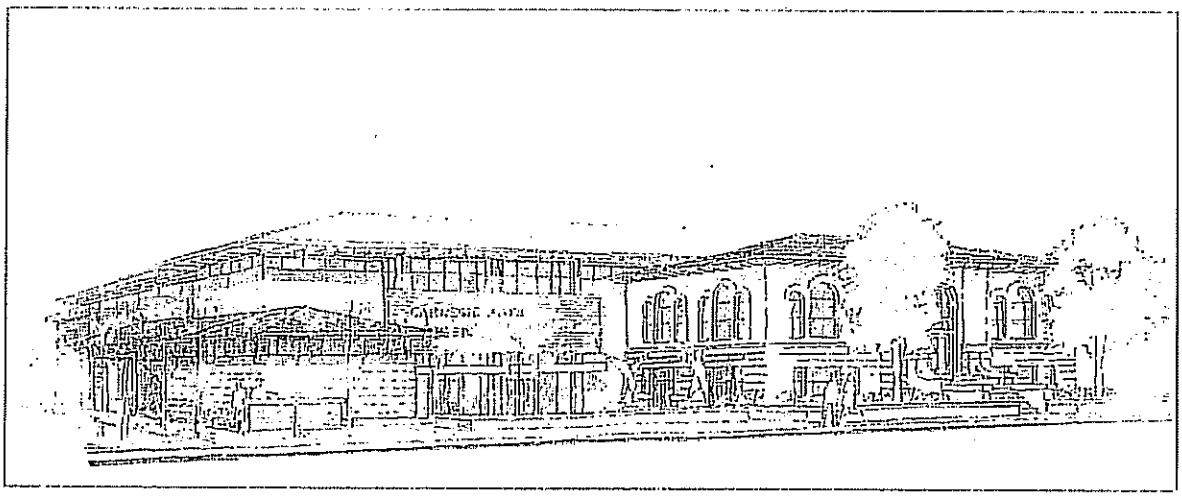
EXHIBIT B

CARNEGIE ARTS CENTER BUSINESS PLAN

(see attached following)

CARNEGIE ARTS CENTER

BUSINESS PLAN
AUGUST 2009



CONTENTS

BUSINESS PLAN NARRATIVE
ADDENDA

Addendum A	Five-Year Budget
Addendum B	One-Year "Solvency" Budget
Addendum C	Rental Detail
Addendum D	Donors
Addendum E	Capital Campaign Naming Matrix

CARNEGIE ARTS CENTER

BUSINESS PLAN
AUGUST 2009

EXECUTIVE SUMMARY

As one of only a handful of arts centers in the Central Valley, the Carnegie Arts Center in the City of Turlock will be the premiere visual arts center both locally and for the Central Valley as a whole. It will operate according to core values and in keeping with its mission of bringing diverse community and regional audiences together to experience and celebrate art in all its forms. As such, it will play a significant role in a revitalized downtown and promote tourism for the betterment of the community. The Center's programs will include exhibits, classes and programs, lectures, and activities in artistic genres as diverse as painting, dance, music, puppetry and more. At least 25% of its programming will target children and teens. Strategies for financial success include traditional fundraising activities as well as the imaginative use of local resources, including docents and volunteers as well as partnerships with other nonprofit organizations. Timelines, budgets, and the information that appear below will demonstrate how we will proceed in this path-finding effort to create an arts center that is both local and regional in its commitment and focus.

ORGANIZATION

History

The Carnegie Library was opened in 1916, one of more than 1,689 libraries built by Andrew Carnegie across the United States, including libraries in New York and Washington, DC. The building served as Turlock's public library until 1968, when the present library was built, and has served as an arts center since 1982, developing in the process a second venerable tradition. In 1992, the Turlock City Arts Commission (TCAC) became the caretaker of this important City building and secured its place on the National Historic Register of Historic Places. Renamed the Carnegie Arts Center, it has since provided a unique venue for art exhibits, theater, concerts, poetry readings, art classes and more.

Vision

The Carnegie Arts Center in the City of Turlock will be the premiere arts center in the Central Valley. Through art exhibitions and cultural programming, it will explore and celebrate the cultural heritage of its home city and California's Central Valley as a whole. By hosting exhibitions and programs originating outside the region, it will also share the ideas and ideals of others for the enrichment of the Center's local and regional audiences.

Core Values

Core values inform an institution's strategies and decisions and contribute to its success. These values are the ideals and inspiration that will guide the Carnegie Arts Center:

Respect and Inclusiveness
Fostering trust, collaboration, appreciation, and diversity

Knowledge and Life-Long Learning
Promoting curiosity, discovery, teaching and learning

Professionalism
Encouraging creativity, inquiry, and analysis

Leadership and Excellence
Promoting integrity, initiative, and high standards

Commitment and Responsibility
Encouraging legal, ethical and fiscal responsibility; stewardship, accountability, and institutional continuity

Mission

The Carnegie Arts Center provides a venue where the arts can thrive. Located in the heart of historic Turlock, the Carnegie is a place where our diverse community and regional audience can come together to experience and celebrate art in all its forms.

Goals

To enrich the community by providing access to high quality visual, literary and performing arts programs.

To serve as an accessible and affordable venue for presenting the works of local, regional and national artists and arts groups.

To promote education in the arts for youth and to provide lifelong learning experiences for all residents.

To use the renovated historic Carnegie building and its expansion as a catalyst for the continued revitalization of Downtown Turlock and to provide attractive spaces for cultural, educational, business, social and community functions.

To promote tourism.

People

The Carnegie Arts Center benefits from the participation of many people of varying perspectives and from the citizens of Turlock who have supported it over the years. The primary organizations operating the Carnegie Arts Center with the participation of the Turlock City Arts Commission will be:

Carnegie Arts Center Foundation

"Preserving our past and creating our future by providing funds for and overseeing the preservation, expansion and operation of Turlock's historical Carnegie Arts Center as a public venue for cultural enrichment."

Patricia O'Donnell, President
Beverly Hatcher, Vice President
Marianne Ciriscioli
JoAnn DiGiovanni
Erin Triebsch Dini
Dan Downey
Kristi Gemperle
Nellie Lazar
Rob Santos
Shirley Stevens
Erick Swenson
Danette Tiernan

Honorary Members
Martha Connors
Marty Grynbaum
RaeMeda Janzen
Rex Klein
Sara Lima
Mary Alice Nelson
Gary Wahl

Carnegie Arts Center Endowment Advisory Board
Jeani Ferrari, Co-chair
Mike Gemperle, Co-chair
Rebecca Phillips Abbott
Jill Chiesa
Scott Dorius
Bob Endsley
Betty Ireland
Daryl Moore
Patty O'Donnell
Jim Pallios
Rob Santos
Claudia Silva-Doo
Dustin Soiseth
Jane Vilas

Donors

See Addendum D for a comprehensive list of donors.

MEETING A NEED

Preliminary Comparative Analysis / Needs Assessment

The Carnegie Arts Center will be one of only a handful of arts centers of its kind in the Central Valley and none will share its emphasis on the visual arts. It will thus meet a regional need. At the same time, it will play a crucial role in cultural life locally.

Audience

The intended audience for the Carnegie Arts Center will be, first, the citizens of Turlock-- with a minimum of 25% of its programs targeted to children and teens. It will also have broader outreach to include the Central Valley as a whole.

OPERATIONAL OBJECTIVES

Hours of Operation

The Carnegie Art Center will strive to be open as many days and hours as possible. Initially, it will be open Wednesday through Sunday from 10 am-5 pm.

Programming

In view of the importance of programming, including exhibits and education programs, at the conclusion of each fiscal year the Carnegie will provide reports on its programming to the City Manager, breaking it out into categories to demonstrate the Carnegie's focus on youth. While class tours are an integral part of a public education in the arts, the Carnegie is committed to serving youth through exhibitions, art classes, and events programming as well. Twenty-five percent of the total of these activities will focus on youth.

Exhibits

Annual Opening Exhibition
A major exhibition will open at the start of each "season", typically in September. Consideration is being given to thematic exhibitions that center directly or indirectly on the Central Valley—whether on food and nourishment, land and landscapes, agriculture and animals, a way of life, recycled and environmental art, or more. These exhibitions will offer the opportunity to celebrate the Central Valley annually and serve as a backdrop for fundraising events.

Ongoing Exhibition Programs
Spring Juried Art Show
Regional High School Art Show
Elementary Art Show

Yosemite Renaissance
Holiday Boutique/Through the Artist's Eye
Invitational exhibits of local and national artists
Exhibits resulting from "call for entry" submissions

Members' Gallery
The Members' Gallery will be a venue for local artists to display, sell, and rent their work.

Youth Classes for Preschool through High School

Visual arts: drawing, painting, sculpting, photography, murals and more
Art History: classes focusing on historical art movements such as Cubism
Performing arts: music and dance (ranging from ballet to the multicultural), theatre classes (acting, improvisation, movement and stage craft)
Film-making & Videography: film and "You Tube" productions with screenings
Puppetry: making puppets and staging performances
Writing: classes featuring a variety of genres

Adult Classes and Programs

Art History: lectures related to exhibitions and ongoing studio classes
Studio: classes on watercolor, oil painting, pastels, life drawing sessions, etc.
Writing: classes on poetry, short stories, documenting oral histories, and more
Dance: a variety of genres

Other Activities

Programs Related to Exhibits

School tours designed for the curriculum of the touring class
Lectures, demonstrations and workshops offered by exhibiting artists
Programs related to exhibits, such as a John Muir storyteller for the Yosemite exhibit
Collaborations with organizations such as TYPA for performances related to exhibits
Saturday workshops for youth and adults which relate to the exhibits

Additional Programs

Docent and volunteer programs for teens and seniors
Concerts and outdoor music
Dance performances, including multicultural groups
Poetry readings, Open Mic nights, Poetry Slams
Storytelling
Literacy and art
Bookmaking
Book signings/local authors
Puppet Shows
Film series

Screening of youth generated films/film festival
Events with downtown merchants such as Festival of Lights during Christmas
Receptions
Art themed birthday parties
After school mentoring
Local Partnerships

Performances by Iron Ring Theater, TVPA, and local actors
Community bands such as Hilmar Community Band
Student music groups from CSUS and the local high schools
Teen band nights/DJ sessions
PAL/Police activities for youth
Many more to be developed

STRATEGIES

Strategies for success include targeted and effective fundraising efforts; and, the imaginative use of local resources, including docents, volunteers, partnerships, in-kind giving in order to share or offset costs.

Fundraising

Fundraising activities will initially include a capital campaign (see Addendum E for a Naming Matrix) prior to the Center opening as well as ongoing efforts, including an annual drive, gala events in the fall and spring, sponsorships by individuals and businesses, and grants from local, state and federal sources. Named gifts are of particular benefit to the Carnegie and will remain in place for as long as the City owns the building.

The Center has received support from a wide variety of donors. For a list of prior donors, see Addendum D.

Volunteers

Volunteers will play an important role in the success of the Center. Knowledgeable and well-trained docents will lead tours and assist with education programs. Office volunteers will supplement paid staff to help ensure that staff can direct their attention, in particular, to events scheduled outside normal operating hours. Pro bono assistance from attorneys, accountants, museum and design professionals, and others will provide invaluable support and help to guarantee that the Center operates according to "best practices".

Partnerships

Partnerships and affiliate memberships with local nonprofit organizations as well as with other arts centers will result in shared expenses and program offerings that would otherwise be unaffordable. Establishing as many effective partnerships as possible will be a high priority.

Sales and receipts

Class fees, sales of art works, submission fees, and souvenirs will be the primary sources of income derived from sales and receipts.

Other Income

Other significant income will result from endowment earnings, non-profit and individual rental fees (see Addendum C for Rental Detail) and in-kind gifts.

TIMELINE

Pre-Opening Activities

Planning and Budgeting Pre-Opening Activities
Capital Campaign
Establishing Partnerships
Program Planning
Fundraising for Programs on a Project by Project Basis
Database Management
Add other tasks here

Opening Activities

Continue all fundraising efforts
Identify sponsors and secure donations for opening activities, including in-kind gifts
Organize and implement events
Organize and implement programs

Year One+

Programs, fundraising, and administrative tasks are reflected in the budgets that follow.

BUDGET AND FINANCE

The Carnegie will submit its budget projections annually for review by the City Manager. It will also provide final figures at the conclusion of each fiscal year.

See Addenda A, B & C for Budgets and Related Documents

Year One

THREE-YEAR BUDGET YEAR ONE (Solvency Budget May Be Substituted)	REVENUE	EXPENSE	BALANCE	COMMENTS
EXHIBITIONS				
Opening Exhibition (Presented if funded)	8000	8000		Generally, exhibition funding covers most operating costs, including wages; not assumed here.
Gallery Exhibitions	2400	2400		
Spring Show	3900	3550		
High School Show	500	500		Works by students throughout the county are featured.
Elementary School Show	500	500		Works by students from Turlock's elementary schools are featured.
Yosemite Renaissance	600	600		
Exhibitions Subtotal	15900	15550	350	
EVENTS				
Fall Gala (Garden Party / Opening Year)	30000	15000		Grand opening exhibition and fundraiser
Spring Gala	13000	6500		Annual spring fundraiser
Taking Steps for the Arts	8060	2065		Annual private donor fundraiser
Events Subtotal	51060	23565	27495	
CACF CLASSES	0	0		
Art Classes	9500	1300		More than 25% will be targeted to youth.
Classes Subtotal	9500	1300	8200	
ART SALES AND RENTALS				
Art Sales (50/50)	2000	1000		Artist payment at 50% of total.
Art Rentals (50/50)	300	150		Works of art available for rent publicly and privately.
Art Sales Subtotal	2300	1150	1150	
ENDOWMENT INCOME				
Endowment ($1.5 million @ 3.5%)	52500	0		Reflects two years of fundraising prior to the opening of the Carnegie. $1 million is currently in hand or pledged with payment to be made in full in the fall 2009.

Year One

Endowment Subtotal	52500	0	52500	
ANNUAL DONOR INCOME				
Miscellaneous Income (Donation Bowl)	250	0		
Annual Donor Benefit Program	22000	0		Membership program: expenses in Office below.
Annual Donor Subtotal	22250	0	22250	
RENTALS (22 Events)				
Affiliates	1000	0		This income is derived from local partnerships: creating new partnerships will be a continuing priority for the CAC.
Loft Rental Income	7320	0		See Carnegie Rental Income for a detailed distribution of use over five years.
Carnegie Rental Income	7920	0		
Gallery Rental Income	4158	0		
Studio Rental Income	1620	0		
Insurance Rental Fees	4375	3500		
Rental Events Staff Fees	1560	1560		Line item always a net zero to the budget.
Rental Maintenance Staff Fees	5106	5106		Line item always a net zero to the budget.
Rental Technical Staff	600	600		Line item always a net zero to the budget.
Rental Security Staff	5000	5000		Line item always a net zero to the budget.
Rental Maintenance Fund	2500	0		
Subtotal Rental Income	41159	15766	25393	
GRANTS				
Grants (Private)	2500	0		
Grants (Public)	2500	0		Grants covering the cost of the Opening Exhibition appear in Exhibitions above.
Grants Subtotal	5000	0	5000	
OFFICE	0	0		
Office Supplies	0	1600		
Postage	0	2400		
Copier Lease	0	1800		

Year One

Supplies (Gallery)	0	600		
Website	0	1000		
Conference Dues	0	308		
Bank Charges	0	120		
Marketing Publicity	0	4000		Donor and membership program materials as well as exhibitions and events publicity included.
Office Subtotal	0	11828	-11828	
OPERATING EXPENSES				
TID	0	37587		Estimates based on actual usage in similar conditions
PG&E	0	6000		Estimates based on actual usage in similar conditions
City of Turlock (Water, Garbage)	0	2400		Estimates based on actual usage in similar conditions
Telephone	0	900		
TV	0	0		
Internet	0	360		
Alarm Monitoring (Security)	0	660		Estimates based on actual usage in similar conditions
Alarm Monitoring (Fire)	0	660		Estimates based on actual usage in similar conditions
Elevator Maintenance Contract	0	5000		Estimates based on actual usage in similar conditions
Repairs and Maintenance	0	1000		Estimates based on actual usage in similar conditions
Janitorial Maintenance	0	18000		Estimates based on actual usage in similar conditions
Landscape Maintenance	0	3600		Estimates based on actual usage in similar conditions
HVAC Annual Maintenance	0	300		Estimates based on actual usage in similar conditions
Insurance – General Liability & Property	0	5004		Estimates based on actual usage in similar conditions

Insurance – Commercial Liability, Directors & Officers Liability	0	1787		Estimates based on actual usage in similar conditions
Insurance Contents (Rider)	0	300		Insurance for art works.
Reserves Repair and Maintenance	0	3000		
Supplies (Maintenance)	0	500		
Operating Expenses Subtotal	0	87058	-87058	
STAFF				
Hourly Wages	0	30000		Contractual work on a project by project basis
Art Teachers	0	5100		
Accountant Services (pro bono)	0	0		Pro bono assistance/in-kind gifts contribute significantly to the financial position of the Carnegie: values not included in the budget.
Legal Assistance (pro bono)	0	0		
Event Security Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Maintenance Staff (Revenue Neutral – Event only cost)	0	0		See Rentals above.
Event Technical Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Gallery Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Staff Subtotal	0	35100	-35100	
TOTALS	199669	191317	8352	

[illegible]	REVENUE	EXPENSE	REVENUE	COMMENTS
EXHIBITIONS				
Annual Opening Exhibition (Presented if funded)	8000	8000		Generally, exhibition funding covers most operating costs, including wages; not assumed here.
Gallery Exhibitions	2400	2400		
Spring Show	3900	3550		

High School Show	500	500		Works by students throughout the county are featured.
Elementary School Show	500	500		Works by students from Turlock's elementary schools are featured.
Yosemite Renaissance	600	600		
Exhibitions Subtotal	15900	15550	350	
EVENTS				
Fall Gala (Garden Party)	33000	16000		Annual fall fundraiser
Spring Gala	14300	6500		Annual spring fundraiser
Taking Steps for the Arts	9269	2168		Annual private donor fundraiser
Events Subtotal	56569	24668	31901	
CACF CLASSES				
Art Classes	11875	1625		More than 25% will target youths.
Classes Subtotal	11875	1625	10250	
ART SALES AND RENTALS				
Art Sales (50/50)	2500	1250		Artist payment at 50% of total.
Art Rentals (50/50)	500	250		Works of art available for rent publicly and privately.
Art Sales Subtotal	3000	1500	1500	
ENDOWMENT INCOME				
Endowment ($1.8 million @ 3.5%)	63000	0		Building naming rights account for the increase in this budget year.
Endowment Subtotal	63000	0	63000	
ANNUAL DONOR INCOME				
Miscellaneous Income (Donation Bowl)	500	0		
Annual Donor Benefit Program	25300	0		Membership program; expenses in Office below.
Annual Donor Subtotal	25800	0	25800	
RENTALS				
Affiliates	1500	0		This income is derived from local partnerships; creating new partnerships will be a continuing priority for the CAC.

Loft Rental Income	8640	0		See Carnegie Rental Income for a detailed distribution of use over five years.
Carnegie Rental Income	8976	0		
Gallery Rental Income	4950	0		
Studio Rental Income	1620	0		
Insurance Rental Fees	4375	3500		
Rental Events Staff Fees	1560	1560		Line item always a net zero to the budget.
Rental Maintenance Staff Fees	5106	5106		Line item always a net zero to the budget.
Rental Technical Staff	600	600		Line item always a net zero to the budget.
Rental Security Staff	5000	5000		Line item always a net zero to the budget.
Rental Maintenance Fund	2500	0		
Subtotal Rental Income	44827	15766	29061	
GRANTS				
Grants (Private)	2500	0		
Grants (Public)	5000	0		Grants covering the cost of the Annual Fall Exhibition appear in Exhibitions above.
Grants Subtotal	7500	0	7500	
OFFICE				
Office Supplies	0	1680		
Postage	0	2500		
Copier Lease	0	1800		
Supplies (Gallery)	0	630		
Website	0	1200		
Conference Dues	0	324		
Bank Charges	0	150		
Marketing Publicity	0	4000		Donor and membership program materials as well as exhibitions and events publicity included.
Office Subtotal	0	12284	-12284	
OPERATING EXPENSES				

Year Two

TID	0	39090		Estimates based on actual usage in similar conditions
PG&E	0	6120		Estimates based on actual usage in similar conditions
City of Turlock (Water, Garbage)	0	2448		Estimates based on actual usage in similar conditions
Telephone	0	918		
TV	0	0		
Internet	0	400		
Alarm Monitoring (Security)	0	673		Estimates based on actual usage in similar conditions
Alarm Monitoring (Fire)	0	673		Estimates based on actual usage in similar conditions
Elevator Maintenance Contract	0	5100		Estimates based on actual usage in similar conditions
Repairs and Maintenance	0	1020		Estimates based on actual usage in similar conditions
Janitorial Maintenance	0	18900		Estimates based on actual usage in similar conditions
Landscape Maintenance	0	3780		Estimates based on actual usage in similar conditions
HVAC Annual Maintenance	0	306		Estimates based on actual usage in similar conditions
Insurance – General Liability & Property	0	5104		Estimates based on actual usage in similar conditions
Insurance – Commercial Liability, Directors & Officers Liability	0	1823		Estimates based on actual usage in similar conditions
Insurance Contents (Rider)	0	300		Insurance for art works
Reserves Repair and Maintenance	0	3300		
Supplies (Maintenance)	0	550		
Operating Expenses Subtotal	0	90506	-90506	
STAFF				
Hourly Wages	0	40000		Professional services

Gallery and Office Assistance	0	10000		Office services
Art Teachers	0	6375		
Docent and Volunteer Program		1500		Volunteers will significantly defray costs.
Accountant Services (pro bono)	0	0		Pro bono assistance/in-kind gifts contribute significantly to the financial position of the Carnegie; values not included in the budget.
Legal Assistance (pro bono)	0	0		
Event Security Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Maintenance Staff (Revenue Neutral – Event only cost)	0	0		See Rentals above.
Event Technical Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Gallery Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Staff Subtotal	0	57875	-57875	
TOTALS	228471	219774	8697	

REVENUE	PROJECTED	EXPENSES	BALANCE	NOTATIONS
EXHIBITIONS				
Annual Opening Exhibition (Presented if funded)	8500	8500		Generally, exhibition funding covers some operating costs, including wages; not assumed here.
Gallery Exhibitions	2500	2500		
Spring Show	4290	3905		
High School Show	550	550		Works by students throughout the county are featured.
Elementary School Show	550	550		Works by students from Turlock's elementary schools are featured.
Yosemite Renaissance	660	660		
Through the Artists' Eye	660	660		Holiday event
Exhibitions Subtotal	17710	17325	385	

Year Three

SPECIAL PROGRAMS				
Holiday Storytelling	0	250		The CAC is committed to offering as many classes and programs as possible at a discounted rate or free of charge. Free offerings increase each year. Where revenue decreases or is less than expense for a given line item, the ticket price has been discounted or eliminated. Holiday Event / Youth Event.
Youth Film Screening/Festival	0	500		Youth event
Dance Performances	500	1000		
Black and White Film Nights	1200	600		
Concerts	1000	2000		
Puppet Shows	0	500		Youth event
Special Programs Subtotal	2700	4850	-2150	
EVENTS				
Fall Gala (Garden Party)	37950	16800		Annual fall fundraiser
Spring Gala	15730	6825		Annual spring fundraiser
Taking Steps for the Arts	10196	2276		Annual private donor fundraiser
Events Subtotal	63876	25901	37975	
CACF CLASSES				
Art Classes	11756	3095		More than 25% will target youths.
Theater Classes	500	750		More than 25% will target youths.
Music Classes	500	500		More than 25% will target youths.
Classes Subtotal	12756	4345	8412	
ART SALES AND RENTALS				
Art Sales (50/50)	4000	2000		
Art Rentals (50/50)	500	250		Public and private rentals of art works
Art Sales Subtotal	4500	2250	2250	
ENDOWMENT INCOME				
Endowment ($2,000,000 @ 3.5%)	70000	0		Completes capital campaign, including naming rights.

Endowment Subtotal	70000	0	70000	
ANNUAL DONOR INCOME				
Miscellaneous Income (Donation Bowl)	600	0		
Annual Donor Benefit Program	31625	0		Membership program: expenses in Office below.
Annual Donor Subtotal	32225	0	32225	
RENTALS				
Affiliates	2000	0		This income is derived from local partnerships: creating new partnerships will be a continuing priority of the Carnegie Arts Center
Loft Rental Income	9960	0		See Carnegie Rental Income for a detailed distribution of use over five years.
Carnegie Rental Income	10032	0		
Gallery Rental Income	5742	0		
Studio Rental Income	2250	0		
Insurance Rental Fees	4500	3600		
Rental Events Staff Fees	1560	1560		Line item always a net zero to the budget.
Rental Maintenance Staff Fees	5106	5106		Line item always a net zero to the budget.
Rental Technical Staff	600	600		Line item always a net zero to the budget.
Rental Security Staff	5000	5000		Line item always a net zero to the budget.
Rental Maintenance Fund	2500	0		
Subtotal Rental Income	49250	15866	33384	
GRANTS				
Grants (Private)	2500	0		
Grants (Public)	7500	0		Grants covering the cost of the Annual Fall Exhibition appear in Exhibitions above.
Grants Subtotal	10000	0	10000	
OFFICE	0	0		
Office Supplies	0	1764		
Postage	0	2625		
Copier Lease	0	2000		

Supplies (Gallery)	0	850		
City News Letter	0	0		
Website	0	3000		
Conference Dues	0	400		
Bank Charges	0	200		
Marketing Publicity	0	5000		Donor and membership program materials as well as exhibitions and events publicity included.
Office Subtotal	0	15839	-15839	
OPERATING EXPENSES				
TID	0	39106		
PG&E	0	6242		
City of Turlock (Water, Garbage)	0	2497		
Telephone	0	936		
TV	0	0		
Internet	0	408		
Alarm Monitoring (Security)	0	686		
Alarm Monitoring (Fire)	0	686		
Elevator Maintenance Contract	0	5202		
Repairs and Maintenance	0	1040		
Janitorial Maintenance	0	19278		
Landscape Maintenance	0	3856		
HVAC Annual Maintenance	0	312		
Insurance – General Liability & Property	0	5206		
Insurance – Commercial Liability, Directors & Officers Liability	0	1859		
Insurance Contents (Rider)	0	0		
Reserves Repair and Maintenance	0	5000		
Supplies (Maintenance)	0	520		
Operating Expenses Subtotal	0	92836	-92836	
STAFF				

Hourly Wages	0	46000		Professional services
Gallery and Office Assistance	0	20000		Office services
Art Teachers	0	7013		
Docent and Volunteer Program		2000		Volunteers will significantly defray costs.
Accountant Services (pro bono)	0	0		Pro bono assistance as well as in-kind gifts will strengthen the financial position of the Carnegie substantially; not included in these budgets
Legal Assistance (pro bono)	0	0		
Event Security Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Maintenance Staff (Revenue Neutral – Event only cost)	0	0		See Rentals above.
Event Technical Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Gallery Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Staff Subtotal	0	75013	-75013	
TOTALS	263017	254225	8792	

YEAR FOUR	REVENUE	EXPENSE	BALANCE	COMMENTS
EXHIBITIONS				
Annual Opening Exhibition (Presented if funded)	9000	9000		Generally, exhibition funding covers some operating costs. including wages: not assumed here.
Gallery Exhibitions	5000	5000		
Spring Show	4719	4296		
High School Show	605	605		Works by students throughout the county are featured.
Elementary School Show	605	605		Works by students from Turlock's elementary schools are featured.
Yosemite Renaissance	660	660		

Through the Artists' Eye	660	660		Holiday event
Exhibitions Subtotal	21249	20826	424	
SPECIAL PROGRAMS				
Holiday Storytelling	0	300		The CAC is committed to offering as many classes and programs as possible at a discounted rate or free of charge. Free offerings increase each year. Where revenue decreases or is less than expense for a given line item, the ticket price has been discounted or eliminated. Holiday Event / Youth Event.
Youth Film Screening/Festival	0	550		Youth Event
Dance Performances	0	1000		
Black and White Film Nights	1200	600		
Concerts	500	2000		
Puppet Shows	0	500		Youth Event
Poetry Series	0	500		
Special Programs Subtotal	1700	5450	-3750	
EVENTS				
Fall Gala (Garden Party)	43643	17640		Annual fall fundraiser
Spring Gala	18090	6946		Annual spring fundraiser
Taking Steps for the Arts	11725	2390		Annual private donor fundraiser
Events Subtotal	73457	26976	46482	
CACF CLASSES	0	0		
Art Classes	11495	5111		More than 25% will target youths.
Theater Classes	0	1250		More than 25% will target youths.
Music Classes	0	1250		More than 25% will target youths.
Classes Subtotal	11495	7611	3885	
ART SALES AND RENTALS				
Art Sales (50/50)	5000	2500		
Art Rentals (50/50)	500	250		Public and private rentals of art works.
Art Sales Subtotal	5250	2750	2750	

Year Four

ENDOWMENT INCOME				
Endowment ($2 million @ 3.5%)	70000	0		
Endowment Subtotal	70000	0	70000	
ANNUAL DONOR INCOME				
Miscellaneous Income (Donation Bowl)	500	0		
Annual Donor Benefit Program	33206	0		Membership program; expenses in Office below.
Annual Donor Subtotal	33706	0	33706	
RENTALS				
Affiliates	2500	0		This income is derived from local partnerships; creating new partnerships will be a continuing priority of the Carnegie Arts Center
Loft Rental Income	12930	0		See Carnegie Rental Income for a detailed distribution of use over five years.
Carnegie Rental Income	12408	0		
Gallery Rental Income	7524	0		
Studio Rental Income	2250	0		
Insurance Rental Fees	4500	3600		
Rental Events Staff Fees	1560	1560		Line item always a net zero to the budget.
Rental Maintenance Staff Fees	5106	5106		Line item always a net zero to the budget.
Rental Technical Staff	600	600		Line item always a net zero to the budget.
Rental Security Staff	5000	5000		Line item always a net zero to the budget.
Rental Maintenance Fund	2500	0		
Subtotal Rental Income	56878	15866	41012	
GRANTS				
Grants (Private)	4000	0		
Grants (Public)	7500	0		Grants covering the cost of the Annual Fall Exhibition appear in Exhibitions above.
Grants Subtotal	11500	0	11500	
OFFICE	0	0		
Office Supplies	0	1852		

Postage	0	2756		
Copier Lease	0	2100		
Supplies (Gallery)	0	900		
City News Letter	0	0		
Website	0	3300		
Conference Dues	0	400		
Bank Charges	0	225		
Marketing Publicity	0	5500		Donor and membership program materials as well as exhibitions and events publicity included.
Office Subtotal	0	17033	-17033	
OPERATING EXPENSES				
TID	0	40670		
PG&E	0	6492		
City of Turlock (Water, Garbage)	0	2597		
Telephone	0	973		
TV	0	0		
Internet	0	424		
Alarm Monitoring (Security)	0	713		
Alarm Monitoring (Fire)	0	713		
Elevator Maintenance Contract	0	5410		
Repairs and Maintenance	0	1061		
Janitorial Maintenance	0	20049		
Landscape Maintenance	0	4010		
HVAC Annual Maintenance	0	324		
Insurance – General Liability & Property	0	5414		
Insurance – Commercial Liability, Directors & Officers Liability	0	1933		
Insurance Contents (Rider)	0	500		
Reserves Repair and Maintenance	0	3246		
Supplies (Maintenance)	0	530		

Operating Expenses Subtotal	0	95062	-95062	
STAFF				
Hourly Wages	0	48000		Professional services
Gallery and Office Assistance Hourly Wages	0	23000		Office services
Art Teachers	0	7714		
Other Teachers	0	3000		
Docent and Volunteer Program	0	2500		
Accountant Services (pro bono)	0	0		Pro bono assistance as well as in-kind gifts will strengthen the financial position of the Carnegie substantially; not included in these budgets
Legal Assistance (pro bono)	0	0		
Event Security Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Maintenance Staff (Revenue Neutral – Event only cost)	0	0		See Rentals above.
Event Technical Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Gallery Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Staff Subtotal	0	84214	-84214	
TOTALS	285486	275788	9698	

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EXHIBITIONS				
Annual Opening Exhibition (Presented if funded)	9000	9000		Generally, exhibition funding covers some operating costs, including wages; not assumed here.
Gallery Exhibitions	5000	5000		Submission fees cover the costs of the exhibits that follow.
Spring Show	4955	4511		

Year Five

High School Show	666	666		Works by students throughout the county are featured.
Elementary School Show	666	666		Works by students from Turlock's elementary schools are featured.
Yosemite Renaissance	666	666		
Through the Artists' Eye	666	666		Holiday Event
Exhibitions Subtotal	21617	21173	444	
SPECIAL PROGRAMS				
Holiday Storytelling	0	350		The CAC is committed to offering as many classes and programs as possible at a discounted rate or free of charge. Free offerings increase each year. Where revenue decreases or is less than expense for a given line item, the ticket price has been discounted or eliminated. Holiday Event / Youth Event.
Youth Film Screening/Festival	0	650		Youth Event.
Dance Performances	0	1100		
Theatrical Performances	0	750		
Black and White Film Nights	600	1200		
Concerts	500	2000		
Puppet Shows	0	550		Youth Event.
Poetry Series	0	550		
Special Programs Subtotal	1100	7150	-6050	
EVENTS				
Fall Gala (Garden Party)	50189	18522		Annual fall fundraiser
Spring Gala	20804	7293		Annual spring fundraiser
Taking Steps for the Arts	12311	2462		Annual private donor fundraiser
Events Subtotal	83304	28277	55027	
CACF CLASSES	0	0		
Art Classes	12070	5367		More than 25% will target youths.
Theater Classes	0	1313		More than 25% will target youths.

Year Five

Music Classes	0	1313		More than 25% will target youths.
Classes Subtotal	12070	7992	4078	
ART SALES AND RENTALS				
Art Sales (50/50)	6000	3000		
Art Rentals (50/50)	550	275		Public and private rentals of art works.
Art Sales Subtotal	6550	3275	3275	
ENDOWMENT INCOME				
Endowment ($2,000,000 @ 3.5%)	70000	0		
Endowment Subtotal	70000	0	70000	
ANNUAL DONOR INCOME				
Miscellaneous Income (Donation Bowl)	550	0		
Annual Donor Benefit Program	31532	0		Membership program: expenses in Office below.
Annual Donor Subtotal	32082	0	32082	
RENTALS				
Affiliates	3000	0		This income is derived from local partnerships; creating new partnerships will be a continuing priority for the CAC.
Loft Rental Income	15900	0		See Carnegie Rental Income for a detailed distribution of use over five years.
Carnegie Rental Income	12672	0		
Gallery Rental Income	8514	0		
Studio Rental Income	2520	0		
Insurance Rental Fees	4500	3600		
Rental Events Staff Fees	1560	1560		Line item always a net zero to the budget.
Rental Maintenance Staff Fees	5106	5106		Line item always a net zero to the budget.
Rental Technical Staff	600	600		Line item always a net zero to the budget.
Rental Security Staff	5000	5000		Line item always a net zero to the budget.
Rental Maintenance Fund	2500	0		
Subtotal Rental Income	61872	15866	46006	
GRANTS				

Year Five

Grants (Private)	5000	0		
Grants (Public)	7500	0		Grants covering the cost of the Annual Fall Exhibition appear in Exhibitions above.
Grants Subtotal	12500	0	12500	
OFFICE				
Office Supplies	0	1945		
Postage	0	2894		
Copier Lease	0	2205		
Supplies (Gallery)	0	945		
City News Letter	0	0		
Website	0	3500		
Conference Dues	0	420		
Bank Charges	0	250		
Marketing Publicity	0	5500		Donor and membership program materials as well as exhibitions and events publicity included.
Office Subtotal	0	17658	-17658	
OPERATING EXPENSES				
TID	0	42297		
PG&E	0	6751		
City of Turlock (Water, Garbage)	0	2701		
Telephone	0	1012		
TV	0	0		
Internet	0	441		
Alarm Monitoring (Security)	0	742		
Alarm Monitoring (Fire)	0	742		
Elevator Maintenance Contract	0	5626		
Repairs and Maintenance	0	1103		
Janitorial Maintenance	0	20851		
Landscape Maintenance	0	4171		
HVAC Annual Maintenance	0	337		

Year Five

Insurance – General Liability & Property	0	5631		
Insurance – Commercial Liability, Directors & Officers Liability	0	2011		
Insurance Contents (Rider)	0	520		
Reserves Repair and Maintenance	0	3376		
Supplies (Maintenance)	0	552		
Operating Expenses Subtotal	0	98864	-98864	
STAFF				
Hourly Wages	0	52000		Professional services
Gallery and Office Assistance Hourly Wages	0	25000		Office services
Art Teachers	0	8100		
Other Teachers	0	4000		
Docent and Volunteer Program		3000		
Accountant Services (pro bono)	0	0		Pro bono assistance as well as in-kind gifts will strengthen the financial position of the Carnegie substantially; not included in these budgets
Legal Assistance (pro bono)	0	0		
Event Security Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Maintenance Staff (Revenue Neutral – Event only cost)	0	0		See Rentals above.
Event Technical Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Gallery Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Staff Subtotal	0	92100	-92100	
TOTALS	301094	292355	8739	

ADDENDUM B
"SOLVENCY" OR WORST-CASE SCENARIO BUDGET

"SOLVENCY" or WORST-CASE SCENARIO BUDGET
YEAR ONE

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EXHIBITIONS				
Gallery Exhibitions	2400	2400		Generally, exhibition funding covers most operating costs, including wages; not assumed here.
Spring Show	2400	2400		
High School Show	500	500		Works by students throughout the county are featured.
Elementary School Show	500	500		Works by students Turlock elementary schools are featured.
Yosemite Renaissance	600	600		
Exhibitions Subtotal	6400	6400	0	
EVENTS				
Fall Gala	27000	12000		Grand opening fundraiser
Spring Gala	13000	6500		Annual spring fundraiser
Taking Steps for the Arts	8060	2065		Annual private donor fundraiser
Events Subtotal	48060	20565	27495	
CACF CLASSES				
Art Classes	9500	1300		More than 25% will be targeted to youth.
Art Classes Subtotal	9500	1300	8200	
ART SALES AND RENTALS				
Art Sales (50/50)	2000	1000		Artist payment at 50% of total.
Art Rentals (50/50)	150	150		Works of art available for rent publicly and privately.
Art Sales Subtotal	2150	1150	1000	
ENDOWMENT INCOME				
Endowment ($1.1 Million @ 3.5%)	38500	0		Reflects two years of fundraising prior to the opening of the Carnegie. $1 million is currently in hand or confirmed. We anticipate being far beyond this total at opening.
Endowment Subtotal	38500	0	38500	
ANNUAL DONOR INCOME				
Miscellaneous Income (Donation Bowl)	200	0		
Annual Donor Benefit Program	20600	0		Membership program; expenses in Office below.
Annual Donor Subtotal	20800	0	20800	
FACILITY RENTALS (12 Events)				
Affiliates	1000	0		This income is derived from local partnerships; creating new partnerships will be a continuing priority for the CAC.
Loft Rental Income	8640	0		See Carnegie Rental Income for Solvency Budget for a detailed distribution of use over Year One.
Carnegie Rental Income	4752	0		
Gallery Rental Income	0	0		
Studio Rental Income	0	0		
Insurance Rental Fees	2188	1750		
Rental Events Staff Fees	780	780		Line item always a net zero to the budget.
Rental Maintenance Staff Fees	2553	2553		Line item always a net zero to the budget.
Rental Technical Staff	300	300		Line item always a net zero to the budget.
Rental Security Staff	2500	2500		Line item always a net zero to the budget.
Rental Maintenance Fund	1200	0		
Subtotal Rental Income	23913	7883	16030	
GRANTS				
Grants (Private) Misc.	2500	0		
Grants (Public) Misc.	2500	0		
Grants Subtotal	5000	0	5000	
OFFICE				
Office Supplies	0	1200		
Postage	0	2000		
Copier Lease	0	1500		
Supplies (Gallery)	0	600		
Website	0	500		
Conference Dues	0	0		
Bank Charges	0	100		
Marketing Publicity	0	2000		Donor and membership program materials as well as exhibitions and events publicity included.
Office Subtotal	0	7900	-7900	
OPERATING EXPENSES				
TID	0	37587		Estimates based on actual usage in similar conditions

PG&E	0	6000		Estimates based on actual usage in similar conditions
City of Turlock (Water, Garbage)	0	2400		Estimates based on actual usage in similar conditions
Telephone	0	750		
TV	0	0		
Internet	0	360		
Alarm Monitoring (Security)	0	660		Estimates based on actual usage in similar conditions
Alarm Monitoring (Fire)	0	660		Estimates based on actual usage in similar conditions
Elevator Maintenance Contract	0	5000		Estimates based on actual usage in similar conditions
Repairs and Maintenance	0	750		Estimates based on actual usage in similar conditions
Janitorial Maintenance	0	17000		Estimates based on actual usage in similar conditions
Landscape Maintenance	0	3600		Estimates based on actual usage in similar conditions
HVAC Annual Maintenance	0	300		Estimates based on actual usage in similar conditions
Insurance – General Liability & Property	0	5004		Estimates based on actual usage in similar conditions
Insurance – Commercial Liability, Directors & Officers Liability	0	1787		
Insurance Contents (Rider)	0	300		Insurance for art works.
Reserves Repair and Maintenance	0	2500		
Supplies (Maintenance)	0	500		
Operating Expenses Subtotal	0	85158	-85158	
STAFF				
Hourly Wages	0	7500		Contractual work on a project by project basis
Clerical Assistance	0	3000		Office assistance on hourly basis
Art Teachers	0	5100		Pro bono assistance/in-kind gifts contribute significantly to the financial position of the Carnegie; values not included in the budget.
Accountant Services (pro bono)	0	0		
Legal Assistance (pro bono)	0	0		
Event Security Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Maintenance Staff (Revenue Neutral – Event only cost)	0	0		See Rentals above.
Event Technical Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Event Gallery Staff (Revenue Neutral – Event only cost) P-T	0	0		See Rentals above.
Staff Subtotal	0	15600	-15600	
TOTALS	154323	145956	8367	

RENTAL DETAIL FOR "SOLVENCY" BUDGET

RENTAL TYPE	REVENUE	COMMENT
Loft Rental Income - Nonprofit Rate	2700	3 uses x 6 hrs/use @ $150 per hour
Loft Rental Income - City Resident	2640	2 uses x 6 hrs/use @ $220 per hour
Loft Rental Income - Nonresident or Fundraising	3300	2 use x 6 hrs/use @ $275 per hour
Subtotal	**8640**	
Carnegie Rental Income - Nonprofit Rate	2376	3 uses x 6 hrs/use @ $132 per hour
Carnegie Rental Income - City Resident	1056	1 use x 6 hrs/use @ $176 per hour
Carnegie Rental Income - Nonresident or Fundraising	1320	1 use x 6 hrs/use @ $220 per hour
Subtotal	**4752**	
Gallery Rental Income - Nonprofit Rate	0	0 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - City Resident	0	0 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - Nonresident or	0	0 use x 6 hrs/use @ $165 per hour

Fundraising		
Subtotal	**0**	
Studio Rental Income - Nonprofit Rate	0	0 use x 6 hrs/use @ $45 per hour
Studio Rental Income - City Resident	0	0 use x 6 hrs/use @ $60 per hour
Studio Rental Income - Nonresident or Fundraising	0	0 use x 6 hrs/use @ $165 per hour
Subtotal	**0**	
Total	**13392**	**12 uses**

ADDENDUM C
RENTAL DETAIL FOR
FIVE YEAR BUDGET

CARNEGIE ARTS CENTER
RENTAL DETAIL BY YEAR

Year One / Year Two

RENTAL TYPE	REVENUE	USES	BALANCE	RATE INFORMATION
YEAR ONE				
Loft Rental Income - Nonprofit Rate	2700	3		3 uses x 6 hrs/use @ $150 per hour
Loft Rental Income - City Resident	1320	1		1 uses x 6 hrs/use @ $220 per hour
Loft Rental Income - Nonresident or Fundraising	3300	2		2 use x 6 hrs/use @ $275 per hour
Subtotal			7320	
Carnegie Rental Income - Nonprofit Rate	3168	4		4 uses x 6 hrs/use @ $132 per hour
Carnegie Rental Income - City Resident	2112	2		2 use x 6 hrs/use @ $176 per hour
Carnegie Rental Income - Nonresident or Fundraising	2640	2		2 use x 6 hrs/use @ $220 per hour
Subtotal			7920	
Gallery Rental Income - Nonprofit Rate	2376	3		3 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - City Resident	792	1		1 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - Nonresident or Fundraising	990	1		1use x 6 hrs/use @ $165 per hour
Subtotal			4158	
Studio Rental Income - Nonprofit Rate	270	1		1 use x 6 hrs/use @ $45 per hour
Studio Rental Income - City Resident	360	1		1 use x 6 hrs/use @ $60 per hour
Studio Rental Income - Nonresident or Fundraising	990	1		1 use x 6 hrs/use @ $165 per hour
Subtotal			1620	
Year One Total		22	21018	
YEAR TWO				
Loft Rental Income - Nonprofit Rate	2700	3		3 uses x 6 hrs/use @ $150 per hour
Loft Rental Income - City Resident	2640	2		2 uses x 6 hrs/use @ $220 per hour
Loft Rental Income - Nonresident or Fundraising	3300	2		2 use x 6 hrs/use @ $275 per hour
Subtotal			8640	

Carnegie Rental Income - Nonprofit Rate	3168	4		4 uses x 6 hrs/use @ $132 per hour
Carnegie Rental Income - City Resident	3168	3		3 use x 6 hrs/use @ $176 per hour
Carnegie Rental Income - Nonresident or Fundraising	2640	2		2 use x 6 hrs/use @ $220 per hour
Subtotal			8976	
Gallery Rental Income - Nonprofit Rate	2376	3		3 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - City Resident	1584	2		2 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - Nonresident or Fundraising	990	1		1 use x 6 hrs/use @ $165 per hour
Subtotal			4950	
Studio Rental Income - Nonprofit Rate	270	1		1 use x 6 hrs/use @ $45 per hour
Studio Rental Income - City Resident	360	1		1 use x 6 hrs/use @ $60 per hour
Studio Rental Income - Nonresident or Fundraising	990	1		1 use x 6 hrs/use @ $165 per hour
Subtotal			1620	
Year Two Total		25	24186	
YEAR THREE				
Loft Rental Income - Nonprofit Rate	2700	3		3 uses x 6 hrs/use @ $150 per hour
Loft Rental Income - City Resident	3960	3		3 uses x 6 hrs/use @ $220 per hour
Loft Rental Income - Nonresident or Fundraising	3300	2		2 use x 6 hrs/use @ $275 per hour
Subtotal			9960	
Carnegie Rental Income - Nonprofit Rate	3168	4		4 uses x 6 hrs/use @ $132 per hour
Carnegie Rental Income - City Resident	4224	4		4 use x 6 hrs/use @ $176 per hour
Carnegie Rental Income - Nonresident or Fundraising	2640	2		2 use x 6 hrs/use @ $220 per hour
Subtotal			10032	
Gallery Rental Income - Nonprofit Rate	2376	3		3 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - City Resident	2376	3		3 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - Nonresident or Fundraising	990	1		1 use x 6 hrs/use @ $165 per hour
Subtotal			5742	
Studio Rental Income - Nonprofit Rate	540	2		1 use x 6 hrs/use @ $45 per hour
Studio Rental Income - City Resident	720	2		2 use x 6 hrs/use @ $60 per hour
Studio Rental Income - Nonresident or Fundraising	990	1		1 use x 6 hrs/use @ $165 per hour

Subtotal			2250	
Year Three Total		30	27984	
YEAR FOUR				
Loft Rental Income - Nonprofit Rate	2700	3		3 uses x 6 hrs/use @ $150 per hour
Loft Rental Income - City Resident	5280	4		4 uses x 6 hrs/use @ $220 per hour
Loft Rental Income - Nonresident or Fundraising	4950	3		3 use x 6 hrs/use @ $275 per hour
Subtotal			12930	
Carnegie Rental Income - Nonprofit Rate	3168	4		4 uses x 6 hrs/use @ $132 per hour
Carnegie Rental Income - City Resident	5280	5		5 use x 6 hrs/use @ $176 per hour
Carnegie Rental Income - Nonresident or Fundraising	3960	3		3 use x 6 hrs/use @ $220 per hour
Subtotal			12408	
Gallery Rental Income - Nonprofit Rate	2376	3		3 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - City Resident	3168	4		4 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - Nonresident or Fundraising	1980	2		2 use x 6 hrs/use @ $165 per hour
Subtotal			7524	
Studio Rental Income - Nonprofit Rate	540	2		2 use x 6 hrs/use @ $45 per hour
Studio Rental Income - City Resident	720	2		2 use x 6 hrs/use @ $60 per hour
Studio Rental Income - Nonresident or Fundraising	990	1		1 use x 6 hrs/use @ $165 per hour
Subtotal			2250	
Year Four Total		36	35112	
YEAR FIVE				
Loft Rental Income - Nonprofit Rate	2700	3		3 uses x 6 hrs/use @ $150 per hour
Loft Rental Income - City Resident	6600	5		5 uses x 6 hrs/use @ $220 per hour
Loft Rental Income - Nonresident or Fundraising	6600	4		4 use x 6 hrs/use @ $275 per hour
Subtotal			15900	
Carnegie Rental Income - Nonprofit Rate	3168	4		4 uses x 6 hrs/use @ $132 per hour
Carnegie Rental Income - City Resident	4224	4		4 use x 6 hrs/use @ $176 per hour

Year Five

Carnegie Rental Income - Nonresident or Fundraising	5280	4		4 use x 6 hrs/use @ $220 per hour
Subtotal			12672	
Gallery Rental Income - Nonprofit Rate	2376	3		3 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - City Resident	3168	4		4 use x 6 hrs/use @ $132 per hour
Gallery Rental Income - Nonresident or Fundraising	2970	3		3 use x 6 hrs/use @ $165 per hour
Subtotal			8514	
Studio Rental Income - Nonprofit Rate	810	3		3 use x 6 hrs/use @ $45 per hour
Studio Rental Income - City Resident	720	2		2 use x 6 hrs/use @ $60 per hour
Studio Rental Income - Nonresident or Fundraising	990	1		1 use x 6 hrs/use @ $165 per hour
Subtotal			2520	
Year Five Total		40	39606	

ADDENDUM D
DONORS

CARNEGIE ARTS CENTER DONORS

DONORS above $100,000
Ferrari Family
John & Jeani Ferrari
JoAnn & Vic DiGiovanni
Gail Ferrari-Martin
Gemperle, Mr. & Mrs. Ernie
(and family)

DONORS $10,000 - $100,000
Allen Mortuary
Anonymous
Snider, Mr. & Mrs. Bernell

DONORS $1,000 - $10,000
Agresti, Mr. & Mrs. Harold
Anderson, Roberta
Buchanan, Dennis
Ciriscioli, Marian
Dahlstrom, Pershing & Alice
Downey, Dan & Janice
Foster Farms
Gemperle, Mike & Kristi
Janzen, Rae
O'Donnell, Patty & Jere
Renning, Dieter & Hanna
Rotary Club of Turlock
Snider, Robin
Teichert Foundation
Umpqua Bank
Vilas, Jane Blair
Wilkey, Jack & Pat
Winton-Ireland, Strom & Green

DONORS under $1,000
Acosta, Rosella
Allen, Beulah
Andleman, Virginia
Andrew, Mrs. Ada
Andrew, Sue
Arakelian, Dr. Ron
Architectural Facades
Artel Art Center
Aydenian, Daniel
Baez Design Group
Baker, John and Micaela
Bank of America
Bengston, Carl & Adair
Benson, Jill, & Ken Woodward
Bethel, Mr. & Mrs. Ken
Bethel, Roy & Penny
Bistro 234
Bonander Pontiac
Brewer, Delwin & Cheryl
Brewer, Dr. & Mrs. Dennis
Bronzan, Craig & Carol
Bross, Valerie
Brown, Mrs. Gerald
Bugarin, Angela
Cain, Judith, & Leonard Olson
Carl, Dick & Barbara
Carter, Flora
Carter, Paul & LaRue
Cena - Turlock
Central Cal Orthopedic
Channing, Dr. Edward C.
Chella
Chiesa, Jill & Vito
Chiesa Ranch
Chittock, Diane
Christiansen, John & Patty
Cornwell, Dennis & Darlene
Costa, Elmano & Albertina
Cox, Michele
Crawford, Bob & Paula
Creighton, William
Crowell, Mr. & Mrs. Michael
CSUS, College of the Arts
Custom Locksmith & Alarm
Delco, Pamela & David
DiGiovanni, JoAnn & Vic
Doerksen, Dean
Doherty, Valerie
Elke, Richard
Faria, Ed & Nora
Ferrari, John & Jeani
Ferrel, Cherlynn & Bob
Fiorini, Luana
Fitzpatrick, Catherine
and Cameron Deen
Flemate, John
Fregosi, Tom & Soraya
Freitas, Jose & Bernadette
Fuller, Michael
Gallison, Jeron & Wade
Gardali, Kay
Geisenberg, Bob & Lee
Gemperle, Mr. & Mrs. Richard
Gemperle-Bacon, Christine & Peter
Gentlehawk James, Richard
George, Victoria

Godinho, Edwin
Godwin, Art & Penny
Allan Y. Gong Trust
Greenery Nursery
Grynbaum, Marty
Haffer, Eddie & Virginia
Harrison, Beverly Payne
Hatcher, Beverly & Steve
Hawkes, Lucinda, & Hugo Median
Heckendorf, Maxine
Hejka-Ekins, Jerry & April
Henderson, Doug & Kris
Hillery, Joan
Himebaugh, John
Himebaugh, Ella
Hoyle, Peggy
Ireland, Betty & Michael
Iron Ring Theatre Company
Ivie, David & Patricia
Jackson, Mary, & Kurt Nass
James, Susan & Stephen
Jensen, Carol
Jerner, Brian & Colleen
Johnson, Dr. Everett, and
Barbara Baker
Johnson, Christine and Marvin
Johnston, Neil & Polly
Kamiya, Mary
Kavasch, Deborah, & John Marvin
Kelley, Mr. & Mrs. George
Kenyon, Dan & Annette
Kidwell, Wayne & Elizabeth
Kirkes, Mr. & Mrs. Roger
Klaschus, Candy
Kyte, Steve & Marta
Lascano, Julie
Lazar, John & Nellie
Lima, Sara & Frank
Lodewyck, Ron & Betty
Lorenz, Donna
Masuda, Roger & Linda
Matthew, Glenn and Ann
Mayfield, Supervisor Tom
McDermott, Lisa, & Tim McClary
McDermott, Julia
McGee, Winston & Susan
Miller, Arline
MOCSE Credit Union
Moen, Raymond & Rosemary
Montalbano, James & Ellen
Moon, Eleanor
Mortensen, Suzie
Narita, G. Leona
Narita, Carole
Obers, Christine
Owings, Rhett & George
Pallios, Mrs. John
Palmer, Marian
Parker, Lee & Diane
Parker, Carlyle & Janet
Parks, Carol
Parks, Brian & Renee
Patterson Frozen Foods, Inc.
Perry, Carol
Petersen Electric
Peterson, Paul & Danette
Phillips, Mr. & Mrs. Bob
Pok, David & Shirley
Quadros, Telma
Ratto, Dr. Michael
Reflections Car Wash
Rice, Peggy & Bill
Richter, Pat
Robinson, Jeannie
Rogers, Ronald & Mary Ann
Romeo Medical Clinic
Santos, Dr. & Mrs. Roh
Sarraille, Lynn & John
Savini, Richard & Tinna
Sawicki, Judy & Myron
Schaff, Linda
Schmidt, Bettencourt & Medeiros
Schuck, Dorothy E.
Schumacher, John
Scott, Craig & Lorena
Sevick, Ken & Carol
Shirvani, Dr. & Mrs. Ham
Sigsbury, John & Elaine
Silva, Janet
Silva-Doo, Claudia, & Dennis Doo
Sing, Sandie, & Ken Shaw
Slinkard, Mr. & Mrs. David
Smith Chevrolet Co., Inc.
Smurr, Margaret
Souza, Margo
Sparkman, Henrietta
Spielman, Jerry & Beverly
Starn, Rolland & Patricia
Steichen, Fran & Margie
Stenzel, Muriel
Stevens, Jim & Shirley
Stinson, Ivan & Bonnie
Stocker, Mr. & Mrs. Andrew
te Velde, Mr. & Mrs. Henry

Teichert Construction
The Boot Barn
Theis, Mr. & Mrs. Jim
Thomas, Susan & Stephen
Thomas, Dolores
Thompson, Nancy
Thorpe, Mr. & Mrs. Michael
Tiernan, Danette & Bill
Tillemon, Anna M.
Tillner, Trudi
Tobin, Holly
Tower Health and Wellness Center
Toyoda, Esther
Triebsch, Robert & Joelle
Triebsch, Frampton, Dorius & Lima
Turlock Commerce Bank
Turlock Downtown Property Owners' Association
Turlock High School Class of 1954
Twaddell, Miles & Grace Rita
Vallee, Biene
Vallerga, Doris
Varin, Harold & Barbara
Village Fresh Market
Volk, Mary & Steven
Vorster, Penelope
Walker, Tony
Washburn, Robert & Dorthea
Wenell, Mattheis, Bowe
Werness, Dr. Hope
Williams, Jack & Cynthia
Wood, Eleanor, & Gordon Senior
Woods, Randy & Shara
Wright, Bob & Michele
Yost, Calvin & Tamara
Youngdale, Bill & Alberta
Youngdale's
Zahn, Leonda
Zollinger, Katherine

**NOTES: This list goes back to donations made beginning in 1995 with the establishment of the Arts Commission Memorial Fund for the Carnegie. It does not include in-kind contributions or donated purchases related to fund-raising events (raffle, auction, admission, advertising). The list <u>does</u> include sponsors of the 2008 Garden Party at the Greenery.

ADDENDUM E
CAPITAL CAMPAIGN NAMING MATRIX

CARNEGIE ARTS CENTER
CAPITAL CAMPAIGN NAMING MATRIX

NAMING OPPORTUNITY	SQUARE FEET	VALUE PER SQUARE FOOT	AMOUNTS IN MULTIPLES OF 1,000
Gallery	3070sf	$104	$320
Rehearsal Hall	2700sf	$105.50	$285
Carnegie Gallery	2100sf	$119	$250
Plaza	n/a	n/a	$215
Lobby (2 story)	1400sf	$132	$185
Studio A	900sf	$161	$145
Studio B	900sf	$161	$145
Pathway to the Arts	n/a	n/a	$40
Members Gallery	700sf	$157	$110
Founders Wall			$305
Events Income			$135
Total			**$2,000**

EXHIBIT C

CONDITIONAL USE PERMIT

(see attached following)

Filing Requested By:

City of Turlock
Development Services Department
Planning Division
156 S. Broadway, Suite 120
Turlock, CA 95380-5454

When Filed Mail To:
Same as above

SPACE ABOVE THIS LINE FOR CLERK'S USE ONLY

RESOLUTION NO. 2008-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TURLOCK APPROVING CONDITIONAL USE PERMIT 2007-05 (CARNEGIE ARTS CENTER)

PROPERTY OWNER:	City of Turlock
APPLICANT:	City of Turlock
SITE ADDRESS:	244 & 250 N. Broadway, Turlock
APN:	061-011-046 & -047

WHEREAS, the City of Turlock has submitted an application to redevelop the Carnegie Library into an "Arts Center" encompassing the restored existing building and a new two-story addition of approximately 18,360 square feet to operate art galleries, classrooms, and multi-purpose rooms for exhibits, lecture, performances, and concerts; and,

WHEREAS, the property affected by this Resolution is located at 244 & 250 N. Broadway, more particularly described as Stanislaus County APN's 061-011-046 & -047; and,

WHEREAS, the property affected by this Resolution is zoned Downtown Core (DC) with a Community Commercial (CC) General Plan land use designation; and,

WHEREAS, a Conditional Use Permit must be approved by the Planning Commission to allow the operation of a special event center in the Downtown Core zoning district as the list of uses does not either permit or prohibit the use; and,

WHEREAS, after public hearing held on February 7, 2008, the Planning Commission found and determined as follows:

1. That the site for the proposed use is adequate in size and shape to accommodate such uses, all yards, open spaces, wall, fences, parking, loading, landscaping and other features

required by the Municipal Code or the commission to make sure such use is compatible with the land and uses in the vicinity;

2. That the site for the proposed use is related properly to streets and highways to carry the quantity and kind of traffic generated by the proposed use;
3. That the proposed use will not adversely affect the abutting property or the permitted use thereof with the provisions of conditions; and
4. That the site for the proposed use is in conformance with the General Plan.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan and the Downtown Overlay Zoning District.
2. All feasible mitigation measures developed in the General Plan have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 93-042. As identified in the Turlock General Plan MEA/EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 93-042), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
   a. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and

b. There is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. That said Conditional Use Permit No. 2007-05 would be permissible subject to ıpliance with the following conditions:

Planning Division (668-5640)

1. This permit authorizes the City of Turlock to reconstruct and restore the existing Carnegie Library and add a new two-story addition of approximately 18,360 square feet to operate an arts center including art galleries, classrooms, and multi-purpose rooms for exhibits, lecture, performances, and concerts, at 244 & 250 N. Broadway, Turlock (Stanislaus County APN's 061-011-046 & -047), subject to the conditions outlined in this resolution. The site and buildings shall be developed in accordance with the site plan, exterior elevations and color scheme, floor plan, and signs shall be developed consistent with the exhibits submitted with the application on November 15, 2007, submitted with the application.

2. The site, buildings, landscaping, and public improvements associated with the development shall be designed consistent with the Downtown Design Guidelines adopted September 2003, the City of Turlock Design Guidelines, and Title 9 of the Turlock Municipal Code (Zoning Ordinance).

3. Outdoor music events are permitted in the patio near the Broadway side of the facility Monday through Friday from noon to 2:00 p.m., and Thursday through Saturday from 6:00 p.m. to 9:00 p.m., to limit noise impacts to the surrounding neighborhood. Additionally, if amplified sound is expected, Carnegie staff must ensure that residents of the surrounding neighborhood have been notified ten (10) days prior to the event taking place. In all cases, events at the Carnegie Arts Center must adhere to the Noise Ordinance found within the City of Turlock Municipal Code (§ 9-2-300).

4. The Carnegie Arts Center may be utilized for public and private events, such as wedding receptions and fundraisers, after normal business hours on Thursdays and Sundays from 5:00 p.m. to 10:00 p.m., and on Fridays and Saturdays from12:00 p.m. to 12:00 a.m. The maximum occupancy of the Carnegie Arts Center is limited to a maximum of 400 persons at any one time.

5. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties. Lighting shall be oriented to minimize impacts upon nearby residences. Sources of high illumination shall be separated from light-sensitive receptors.

6. The number of concurrent events at the art center will be limited to ensure that parking is available in nearby public parking lots and on the streets abutting this development. If the projected number of persons occupying the Carnegie Arts Center is expected to exceed 225 persons, additional parking mitigation measures will be required. These additional

measures would include providing a parking attendant to direct vehicles into on-street parking or public parking lots, and with written permission, private parking lots in the vicinity. Signs would also be posted near the entrance to the residential neighborhoods, encouraging Carnegie visitors to use public lots and other specified parking areas rather than the residential streets.

7. Bicycle racks to accommodate up to twenty (20) bicycles at any one time shall be installed on the site in an area near the two entrances to the Carnegie Arts Center

8. A master sign program and sign permit is required prior to the installation of any signage. All signs must comply with the Turlock Municipal Code (TMC), Title 9, Chapter 2 (Sign Ordinance), the adopted Downtown Design Guidelines and Zoning District Regulations for the Downtown Core zoning district, and shall be designed consistent with the Sign Elevation submitted with the application on November 15, 2007. Pursuant to the Turlock Municipal Code all signs shall be permanently affixed to the wall of the primary structure. Cabinet signs, pole signs and portable A-frame signs are prohibited.

9. Brick pavers or other material similar to that installed in the Downtown Turlock business district shall used in all sidewalk construction or reconstruction required for the project.

10. No smoking shall be allowed on the site or in the vicinity of the site.

11. The refuse and recycling bins shall be stored inside the building except on trash collection day when carts may be rolled to the street. All carts shall be promptly returned to their screened location in accordance with TMC requirements.

Building Division (668-5560)

12. Applicant must obtain a building permit for all tenant improvements and must comply with all model codes and the City of Turlock Municipal Code and any applicable amendments.

13. Drinking fountains shall be required on each level.

14. Restrooms require sinks.

Engineering (668-5520)

15. Developer shall procure an encroachment permit from the City of Turlock for all work done within existing City of Turlock right of way. Please submit a cost estimate for all off-site work, liability insurance listing the City of Turlock as additional insured, as well as (6) sets of improvement plans for review and approval.

16. Developer shall procure a grading permit from the City of Turlock for all on-site (Non Structural) work. Please submit a cost estimate for all on-site work, as well as (6) sets of improvement plans including an erosion control plan for review and approval.

17. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on the Lexington Avenue, Florence Street and North Broadway, if in the City Engineer's opinion, the integrity of the roadway has been compromised by utility cuts or construction practices. Asphalt oil shall be PG 64-10.

. . Developer shall remove and replace any existing curb, gutter, sidewalk, driveway, streetlights and roadway improvements along Lexington Avenue, Florence Street and North Broadway frontages in accordance with City of Turlock Standard Specifications and Drawings if, in the City Engineers opinion, the existing improvements do not meet city standards, ADA standards or is in poor/damaged condition.

19. Developer shall upgrade all frontage improvements to current City of Turlock standards. All public handicap ramps shall be in accordance with the City of Turlock Standard Specifications and Plans with the addition of truncated domes. See City Engineer for the truncated domes design requirements.

20. A traffic analysis shall be performed to determine if a raised median should be constructed in Lander Ave for restriction of left turns in and out of Lexington Avenue and West Olive Avenue.

21. The Developer shall submit proposed changes for use of the public parking spaces on street for private usage to the Turlock Downtown Association for advisory opinion and approved by the City Council prior to approval; as per attached resolution 2001-002 on file with the City Clerk.

22. Replace traffic striping of Broadway fronting the proposed project site.

    Replace broken street light along Broadway frontage.

Municipal Services (668-5590)

24. The property owner shall be responsible for providing water/sewer/G.I. for all buildings and uses.

25. Prior to issuance of a building permit, the property owner/developer shall contact the City of Turlock Municipal Services department to determine if a grease interceptor shall be required. If required, the grease interceptor shall be incorporated into the building plans, prior to the issuance of a building permit.

26. Prior to issuance of a building permit, water, sewer and storm water utilities shall be reviewed and approved by Municipal Services (668-5590).

27. Street trees shall be installed in the sidewalk in accordance with City of Turlock standards (TMC §7-7-500 and §9-2-109(8)(ii)). The variety of street tree to be installed is Chinese Pistache 'Keith Davey'. Any variation from the above listed street tree requirement must first be approved by the City of Turlock Municipal Services. The property owner or

developer shall contact the City of Turlock Municipal Services at 668-5590 for review of tree layout and inspection prior to installation of street trees.

Fire Services (668-5580)

28. The building shall be protected by an automatic fire sprinkler system. The system must meet NFPA 13, 2002 standards.

29. The Fire Department connection shall be within 75 feet of a fire hydrant.

30. The fire department connection shall be provided with Knox Box locking caps.

31. The fire sprinkler system shall be monitored by a U.L. certified alarm system.

32. The sprinkler system shall be monitored by a U.L. Central station for the life of the project.

33. A Knox Box key lock safe shall be provided for the project.

34. The elevator shall meet fire department gurney requirements.

35. A fire alarm system is required due to the "A" occupancy.

San Joaquin Valley Air Pollution Control District (Chris Kalashian, 559-230-6120)

36. The City of Turlock must comply with all applicable rules adopted by the San Joaquin Valley Air Pollution Control District, included but not limited to Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 9510 (Indirect Source Rule). The applicant is required to contact the District's Small Business Assistance Office at (209) 557-6446 to identify the applicability of these or other rules to the project. Current District rules can also be found at www.valleyair.org/rules/1ruleslist.htm.

Stanislaus County Environmental Review Committee (Raul Mendez, 525-6333)

37. The City of Turlock shall determine, to the satisfaction of the Department of Environmental Resources, that the site containing (or formerly containing) residences or farm buildings, or structures, has been fully investigated (via Phase 1 study, and, if necessary, a Phase II hazardous materials study), prior to the issuance of a grading permit. Any discovery of underground storage tanks, former underground storage tank locations, buried chemicals, buried refuse, or contaminated soil shall be brought to the immediate attention of the Stanislaus County Department of Environmental Resources. The City of Turlock refers to the list of contaminated sites provided by the Environmental Review Committee in their letter dated December 20, 2007.

Section 3. That said Conditional Use Permit is hereby approved subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth herein. All conditions listed shall be complied with prior to issuance of a Certificate of Occupancy, or equivalent, unless otherwise stipulated.

Section 4. The Deputy Director of Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 7th day of February, 2008, by the following roll call vote:

AYES:	Commissioners Bublak, Hillberg, Brem, Reyes, Bean, Fregosi, Welch
NOES:	None
ABSTAIN:	None
ABSENT:	Commissioner Williams
NOT PARTICIPATING:	Commissioner Dias

ATTEST: _____

DEBRA A. WHITMORE
DEPUTY DIRECTOR OF DEVELOPMENT SERVICES &
SECRETARY OF
THE TURLOCK PLANNING COMMISSION

EXHIBIT D

MAINTENANCE SCHEDULE

(see attached following)

CUSTODIAL DUTIES
CARNEGIE ART CENTER (2-STORIES)

EXHIBIT D

DAILY

1. VACUUM ALL FLOORS (BOTH FLOORS)
2. CLEAN AND SANITIZE RESTROOMS AND RESTOCK; REFILL DISPENSERS; SCRUB COMMODES AND URINALS; MOP RESTROOM FLOORS; WIPE DOWN STALL DOORS AND EXTERIOR RESTROOM DOORS AND TILE WALLS
3. DUMP TRASH
4. CLEAN AN SANITIZE ALL SURFACES IN BREAKROOM; RESTOCK; VACUUM/MOP FLOORS
5. WIPE TABLES, COUNTERS, AND CABINETS IN CONFERENCE ROOMS
6. CLEAN ALL GLASS COUNTERTOPS, DOORS, CUBICLE WINDOWS, CONFERENCE TABLES
7. DUST MOP/VACUUM/WET MOP LOBBY AND HALLWAY FLOORS AND STAIRS
8. CLEAN EXTERIOR OF BUILDING (SPILLS, LEAVES, SIDWALKS, ETC) AS NEEDED
9. REMOVE RECYCLING TO APPROPRIATE PLACE
10. SPOT CLEAN CARPETS AS NEEDED
11. WIPE DOWN DOORS THROUGHOUT BUILDING
12. CHECK LIGHT BULBS AND REPLACE AS NEEDED
13. PREPARE SET-UPS FOR EVENTS AND MEETINGS AS NEEDED (TABLES, CHAIRS, ETC); CLEAN UP AFTERWARDS
14. CLEAN ANYTHING ELSE AS REQUESTED BY BUILDING OCCUPANTS/EMPLOYEES (DUST COMPUTERS, FLOORMATS)

WEEKLY

1. POLISH ALL WOOD SURFACES
2. DUST BASEBOARDS
3. CLEAN AND POLISH WATER FOUNTAINS
4. WASH OFF FRONT OF BUILDING (BIRDS, SPILLS, CIGARARETTES)
5. POLISH ELEVATORS (HANDPRINTS, ETC)
6. MONITOR DRAIN ODOR ISSUES AND CLEAN AS NEEDED (BLEACH, DRAIN CLEANER, ETC)

MONTHLY

1. CLEAN TILE & GROUT ANYWHERE IT APPEARS
2. CARPET EXTRACT ALL HIGH TRAFFIC AREAS AND AREAS WITH SPILL STAINS AS NEEDED
3. CLEAN DEBRIS FROM ROOF, RAIN-GUTTERS, AROUND HVAC UNITS (BIRD MESS, LEAFS, FOREIGN OBJECTS)
4. CLEAN ALL EXTERIOR OF BUILDING AS NEEDED (WALLS, GRAFITTI, MUD MARKS, SHOEPRINTS, ETC)
5. TAKE CARE OF ALL INTERIOR/EXTERIOR PEST CONTROL ISSUES
6. DUST TOP OF CUBICLE SPACES AND WALLS
7. ELEVATOR MAINTENANCE - MONITOR ELEVATOR CONTRACTOR CLEAN, TEST AND TUNE MECHANISMS

QUARTERLY

1. TAKE ARTIFICIAL PLANTS OUTSIDE AND HOSE THEM OFF
2. CLEAN INTERIOR/EXTERIOR OF WINDOWS; DUST INTERIOR BLINDS/SHADES
3. CLEAN AWNINGS (REMEMBER TO SCOTCH GUARD 2 TIMES PER YEAR)
4. CHECK AND TEST ALL EMERGENCY LIGHTING BATTERIES(FLOODLIGHTS, EXIT SIGNS, ETC) - REPLACE AS NEEDED
5. SCHEDULE WITH HVAC CONTRACTOR FOR MAINTENANCE ON UNITS (OIL, GREASE, BELTS, ETC)
6. TOUCH UP PAINT AS NEEDED

ANNUALLY

1. SCHEDULE WITH FIRE DEPARTMENT FOR FIRE/LIFE SAFETY INSPECTION; FIX EVERYTHING THAT IS NOTED FOR CORRECTION
2. SCHEDULE OVERHEAD FIRE PROTECTION SPRINKLER CONTRACTOR FOR ANNUAL INSPECTION AND TEST; MONITOR CORRECTIONS AND FIXES
3. SCHEDULE FIRE EXTINGUISHER VENDOR FOR ANNUAL RECHARGE OF ALL BUILDING EXTINGUISHERS

MAINTENANCE DUTIES

EXHIBIT D

CARNEGIE ART CENTER (2-STORIES)

GENERAL MAINTENANCE

- ELECTRICAL
- PAINTING
- PLASTERING
- PLUMBING
- MECHANICAL AND OTHER SIMILAR MAJOR AND MINOR REPAIR
- OFFICE AND FURNITURE MOVES
- PICTURE HANGING
- MOVE HEAVY ITEMS FOR EMPLOYEES
- CHRISTMAS LIGHT INSTALL AND REMOVE
- FIX ANY DAMAGE TO BUILDING (SINK CRACKS, BROKEN TILE, WALL HOLES, GRAFITTI
- ALL MAINTENANCE RELATED WORK ORDERS
- ESTIMATE COST FOR JOBS - GATHER CONTRACTOR/VENDOR QUOTES (MINIMUM 3 FOR BEST PRICE)
- MONITOR NECESSITY FOR BIRD NETTING (PIGEON NESTING DETERRANTS)
- PREPARE REPORTS, MAINTAIN RECORDS, ORDER SUPPLIES
- HAZARDOUS MATERIALS MAINTENANCE AND SAFE CHEMICAL HANDLING (MSDS BINDER)
- MONITOR ALL WARANTY RECORDS AND WORK WITH CONTRACTORS FOR SATISFACTION OF REPAIRS
- CEILING TILE REPLACEMENT
- TROUBLESHOOT AND FIX DOOR CLOSURES, LOCKS, KEYS, LATCHES
- FIX ALL APPLIANCES OR USE WARRANTY CONTRACT (REFRIGERATOR, STOVE, MICROWAVE, TANT HOT
- WATER, ETC); CHANGE FILTERS ON A REGULAR BASIS
- MAINTAIN ALL EQUIPMENT (VACUUMS, EXTRACTORS, BUFFERS, ETC)

EXHIBIT E

CITY INSPECTION FORM(S)

(see attached following)

EXHIBIT E

Carnegie Arts Center
Custodial Area Quarterly Performance Report

Review Abbreviations: DI - Dirty R - Repair O - Organization DU - Dusty
WX - Needs Wax WA - Needs washing L - Littered CW - Cobwebs NA - Not Applicable

Item	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
	Check	Recheck	Check	Recheck	Check	Recheck	Check	Recheck
Baseboards/Corners								
Blinds/Windows								
Flat Surfaces/Counters								
Bulletin Boards/Walls								
Doors/Doorglass								
Drinking Fountains								
Floors/Tile/Carpet								
Mirrors								
Shelves								
Sinks								
Steps/Stairs/Sidewalk								
Soap, Towel, Tissue Dispensers								
Toilet Bowls/Urinals								
Custodian Closets								
Lights								
Security/System								
Shrubs Pruned								
Lawns Edged								
Equipment Turned Off								
Cobwebs								
Dusting								
Clean lights, curtains, blinds, windows, high dust								
Clean walls, Start on the side of the classroom where the door is.								
Clean all sinks and counters								
Clean all trash cans and re-line them								
Repair furniture and window latches								
Change HVAC filter(s)								
Check fire extinguisher tag, Williams Act Notice, and site evacuation map								
Log book or complete any necessary repairs								
Remove gum and vacuum and or sweep floor								
Strip and wax vinyl/tile and log book when done and shampoo carpet								
Look entire room over and do an Inspection before leaving it								
Label all spray bottles								
Blow off all walkways								
All electrical outlet boxes and conduit dusted								
Fire pull stations and horizontals dusted								
Outside drinking fountains cleaned								
Planter boxes continually raked								
Keep weeds sprayed								
Fix frayed carpet seams								
Dust vent intakes								
Keep grounds equipment clean								
Inspect vents								
Inspect drains								

Comments:

EXHIBIT F

WAIVER OF LIABILITY, MEDICAL RELEASE, AND INDEMNIFICATION AGREEMENT

(see attached following)

WAIVER OF LIABILITY, MEDICAL RELEASE AND INDEMNIFICATION AGREEMENT

(Describe in detail the type of activity and the tools that may be used to perform this activity.)

ACTIVITY: _____

_____

_____

_____

In consideration for being permitted by the City of Turlock to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, the City, its officers, employees, agents, and elected officials, from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the City or its officers, employees, agents, and elected officials.

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the City its officers, employees, agents and elected officials who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

I further agree to indemnify and to hold the City of Turlock its officers, employees, agents and elected officials free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE CITY OF TURLOCK AND ME AND I SIGN IT OF MY OWN FREE WILL. (Each participant must personally sign.)

_____ _____

Signature Date

_____ _____

Print Name Telephone Number

_____

Street Address

_____

City, State, Zip

EXHIBIT G

CARNEGIE BUDGET

(see attached following)

CARNEGIE BUDGET

Modified Revenue Budget

Insurance	$ 907,549.00
Redev	$ 3,000,000.00
Redev Interest	$ 1,523,443.00
CFF	$ 1,700,000.00
Public Donations	$ -
	$ 7,130,992.00

EXHIBIT H

CARNEGIE BUDGET

(see attached following)

CARNEGIE BUDGET

Original Revenue Budget

Insurance	$ 907,549.00
Redev	$ 3,000,000.00
Redev Interest	$ 1,523,443.00
CFF	$ 1,700,000.00
Public Donations	$ 600,000.00
	$ 7,730,992.00